City of Laguna Hills
City Council / Planning Agency

Regular Meeting Agenda
Tuesday, April 28, 2026 - 6:00 PM
(Closed Session at 5:00 p.m. when scheduled)

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

Don Caskey
Mayor

Jared Mathis
Mayor Pro Tempore

Erica Pezold
Council Member

Joshua Sweeney
Council Member

Dave Wheeler
Council Member

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, 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, April 28, 2026. 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, April 28, 2026. 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 Pezold

Pledge of Allegiance: Council Member Wheeler

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 Katherine Armstrong.

1.2 Certificate of Recognition for Laguna Hills High School Student Liaison Katherine Armstrong

Recommendation: That the City Council present a Certificate of Recognition to Katherine Armstrong recognizing her service as a Laguna Hills Student Liaison.

1.3 Recognition of Laguna Hills High School Girls and Boys Varsity Basketball Teams

Recommendation: That the City Council provide Certificates of Recognition to the Laguna Hills High School Girls and Boys Varsity Basketball Teams for their recent milestones.

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That Community Services staff 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.

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 April 14, 2026, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the April 14, 2026, Regular Meeting.

4.3 Ratification of April 28, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from April 4, 2026, to April 16, 2026, in the amount of $1,363,462.68.

4.4 Treasurer's Investment Report for March 2026

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of March 2026.

4.5 County of Orange Law Enforcement Services Agreement

Recommendation: That the City Council approve the agreement with the County of Orange for the provision of law enforcement services for Fiscal Year 2026/2027 and authorize the Mayor to execute the contract on behalf of the City.

4.6 Informal Bidding Ordinance Use Quarterly Report for Public Works Projects

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

4.7 Adoption of an Ordinance Authorizing the City Engineer to Mark Parallel Parking Spaces on City Streets, including Via Lomas.

Recommendation: That the City Council adopt Ordinance 2026-1 entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Adding Section 11-12.110 to Chapter 11-12 (Stopping, Standing, and Parking) of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code Concerning Parallel Parking Lines."

4.8 Development Application Status Report

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

4.9 Alicia Parkway Regional Traffic Signal Synchronization Project (RTSSP) Cooperative Agreement

Recommendation: That the City Council authorize the Mayor to sign the "Cooperative Agreement by and between the City of Laguna Niguel, and the Cities of Aliso Viejo, Laguna Hills, and Mission Viejo for the Alicia Parkway Regional Traffic Signal Synchronization Program Project.".

Items Removed from the Consent Calendar

5. Planning Agency

6. City Council Public Hearings

6.1.1 Adoption of Comprehensive Fee Schedule for Fiscal Year 2026/2027

Recommendation: That the City Council: 1. Conduct a public hearing; and 2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing and Adopting Updated Development Processing Fees and Other City Rates, Charges, and User Fees for Various Governmental Services and Finding that the Action is Statutorily Exempt from the California Environmental Quality Act (CEQA) Per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8)."

7. Administrative Reports

7.1 City Manager

7.2 Assistant City Manager

7.2.1 Authority to Advertise for Construction, Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241

Recommendation: That the City Council: 1. Approve the plans and specifications for Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241; 2. Authorize the advertisement for bids for Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241; 3. Authorize the City Engineer to make minor edits to the plans and specifications as necessary prior to bidding; and 4. Find that environmental review is not required under the California Environmental Quality Act (CEQA)

pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - “Existing Facilities.”

7.2.2 Authority to Advertise for Construction, Acceleration/Refuge Lane Median Island Modification on Moulton Parkway at Mandeville Drive, CIP 303

Recommendation: That the City Council 1. Approve the plans and specifications for Acceleration Lane Median Island Modification on Moulton Parkway at Mandeville Drive, CIP 303; 2. Authorize the advertisement for bids for Acceleration Lane Median Island Modification on Moulton Parkway at Mandeville Drive, CIP 303; 3. Authorize the City Engineer to make minor edits to the plans and specifications as necessary prior to bidding; and 4. Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - “Existing Facilities."

7.2.3 Review of Agreements for On-Call Environmental Review Consulting Services and On-Call Planning and Environmental Consulting Services

Recommendation: That the City Council receive the report.

7.3 Chief of Police Services

7.3.1 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 Reports

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

10. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be May 12, 2026, at 6:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, KAREN HAMMAN, Interim 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 Knotty Pine Park by April 24, 2026, at 5:00 p.m.

Karen Hamman

Karen Hamman, Interim 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 Agenda and Minutes public portal website 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: April 28, 2026
To: Mayor and Council Members
From: Karen Hamman, Interim City Clerk
Issue: Certificate of Recognition for Laguna Hills High School Student Liaison Katherine Armstrong

Recommendation: That the City Council present a Certificate of Recognition to Katherine Armstrong recognizing her service as a Laguna Hills Student Liaison.

Background:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Katherine Armstrong has served as a Student Liaison with distinction, and it is in order to recognize her service.

Fiscal Impact:

Attachments:

1. Certificate of Recognition - Katherine Armstrong

CITY OF LAGUNA HILLS

Certificate of Recognition

Katherine Armstrong
Laguna Hills High School
Student Liaison

February 10, 2026, through April 28, 2026

WHEREAS, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and

WHEREAS, Katherine Armstrong was appointed to serve as the Student Liaison to the City Council and took the Oath of Office on February 10, 2026; and

WHEREAS, Katherine has served as the Student Liaison with dedication and distinction, setting a fine example for those students who will serve in the future.

NOW, THEREFORE, I, Don Caskey, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Katherine Armstrong for her service to the City as Student Liaison to the City Council.

Dated this 28th day of April, 2026.

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DON CASKEY, MAYOR

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Karen Hamman, Interim City Clerk
Issue: Recognition of Laguna Hills High School Girls and Boys Varsity Basketball Teams

Recommendation: That the City Council provide Certificates of Recognition to the Laguna Hills High School Girls and Boys Varsity Basketball Teams for their recent milestones.

Background:

Brief summary – Girls Basketball

CIF Southern Section Division 7 – Finalist
CIF So Cal Regional Division 5 Champions
CIF State Championship Division 5 – Finalist

Roster

Marilyn Mead
Katherine Cruikshank
Leighton Patterson
Keira McDermott
Lena Goodman
Marisol Bahena
Amanda Yuson
Cameron McDermott
Ell Marquis
Meghan Rehmeier
Addison Greene
Makayla Guzman
Marissa Allen
Frankie Brown
Head Coach: Jim Martin
Assistant Coach: Eric Burkett
Assistant Coach: Mark Borgeson

Brief summary – Boys Basketball
First league championship in 18 years for boys' basketball
First CIF Championship in the 48 history of the school for boys' basketball
CIF Southern Section Division 6 Champions

Roster
Dylan Burnett
Anthony Kechejian
Matthew Diggs
Jackson Burnham
Cyrus Yusuf
Fletcher Freeman
Miles Nash
Myles Mittelsteadt
Bruce Pham
Hudson Fleming
Chris Webb
Drew Meyers
Drew Wong
Nathan Amirpour
Head Coach: Sean Sargeant
Assistant Coach: Joey Fabella
Assistant Coach: Andrew Ryan
Assistant Coach: Jalend Jones
Assistant Coach: Fidel Vargas

Fiscal Impact:

Attachments:
Sample Certificates

CITY OF LAGUNA HILLS

Certificate of Recognition

The City of Laguna Hills hereby recognizes

ATHLETE NAME

for your outstanding dedication, sportsmanship, and elite performance as a member of the Laguna Hills High School Varsity Girls Basketball Team.

The Laguna Hills City Council proudly honors your "Triple Crown" of milestones: CIF Southern Section Division 7 Finalist; CIF So Cal Regional Division 5 Champion; and CIF State Championship Division 5 Finalist.

Your perseverance and teamwork have etched a new chapter in the impressive history of the Hawks. We salute your commitment to excellence on and off the court.

Dated this 28th day of April, 2026

_____

Don Caskey, Mayor

CITY OF LAGUNA HILLS

Certificate of Recognition

The City of Laguna Hills hereby recognizes

ATHLETE NAME

for your outstanding dedication, sportsmanship, and elite performance as a member of the Laguna Hills High School Varsity Boys Basketball Team.

The Laguna Hills City Council proudly honors your "Triple Crown" of milestones: Pacific Coast Golden West League Champions – The first league title for the program in 18 years; CIF Southern Section Division 6 Champions – Marking the first CIF Championship for the program in the 48-year history of Laguna Hills High School – Setting a new standard of distinction for all future Hawks.

We salute your commitment to excellence on and off the court.

Dated this 28th day of April, 2026

_____

Don Caskey, Mayor

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Jessica Cardenas, Administrative Assistant
Issue: Schedule of Future Events

Recommendation: That the Administrative Assistant for the Community Services Department announce the upcoming meetings and events.

Meetings:

City Council/Planning Agency Regular Meetings
Tuesday, May 12th, 6:00 p.m., Laguna Hills Civic Center Council Chamber
Tuesday, May 26th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events, Communication, & Beautification Committee Regular Meeting
Monday, May 11th, 10:00 a.m., Laguna Hills Civic Center Admin Conference Room

Traffic Commission Regular Meeting
Wednesday, May 20th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events:

Storytime Adventures
Thursday, May 7th, 10:30 a.m., Laguna Hills Community Center Heritage Room A

Excursion to Los Angeles County Museum of Art & The Grove LA
Tuesday, May 12th, 11:30 a.m. – 8:00 p.m., meet at the Laguna Hills Community Center

Attachments:
1. Event and Activities Flyer(s)

Laguna Hills Community Center &
Laguna Hills Technology Library Present



Kids Storytime Adventures!

Every first Thursday of the month
10:30am - 12:00 pm

25555 Alicia Pkwy
Laguna Hills, CA 92653

Public Libraries
Open Doors. Free Access. Community.

No registration required!

Excursion to Los Angeles County Museum of Art & The Grove LA



LACMA is the largest art museum in the western United States, with a collection that includes more than 135,000 objects dating from antiquity to the present, encompassing the geographic world and nearly the entire history of art. Next, a visit to what is called the best mix of fashion, shopping, dining and entertainment in LA, The Grove. Participants meet at the Laguna Hills Community Center where City staff will provide transportation and grand stand seats. **No refunds or transfers for this event.**

***Registration begins February 9, 2026** **Class# 2143**

5/12 11:30AM-8:00PM Tuesday

Fee: Resident $25, Non-Resident $30

Like us on at www.facebook.com/lagunahillscc

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

MINUTES

City Council/Planning Agency Regular Meeting

April 14, 2026

A Regular Meeting of the City Council / Planning Agency of the City of Laguna Hills, California, was called to order by Mayor Pro Tem Mathis at 6:00 p.m., on April 14, 2026, in the City Council Chamber at 24035 El Toro Road, Laguna Hills, California.

A complete copy of the agenda for the meeting containing all items as shown herein was posted by 5:00 p.m. on March 20, 2026, on the outdoor bulletin board at Laguna Hills City Hall. A copy was also posted at Laguna Hills Community Center and Knotty Pine Park.

Roll Call of City Council Members

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

Invocation: Jesús Cantu, Associate Pastor from Christ Community Church

Pledge of Allegiance: Council Member Sweeney

1. PRESENTATIONS AND PROCLAMATIONS

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

Community Services Director Gannon announced the date, time, and location of upcoming City meetings and community events.

3. PUBLIC COMMENTS

Peyton Edberg, Laguna Hills High School Student Liaison: presented a report on recent activities at Laguna Hills High School.

4. CONSENT CALENDAR

Items 4.6, 4.8, and 4.10 were removed from the Consent Calendar for a separate discussion.

Motion made by Council Member Pezold, seconded by Council Member Wheeler, to approve the Consent Calendar as outlined below.

On roll call, said motion carried by the following vote:

AYES:	Mathis, Pezold, Sweeney, Wheeler
NOES:	None
ABSENT:	Caskey

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

The City Council waived reading in full of all ordinances and resolutions on the agenda and declared 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 March 24, 2026, Regular Meeting

The City Council approved the City Council/Planning Agency Minutes for the March 24, 2026, Regular Meeting.

4.3 Approval of Minutes for April 1, 2026, Special Meeting/Study Session

The City Council approved the City Council/Planning Agency Minutes for the April 1, 2026, Special Meeting/Study Session.

4.4 Approval of Minutes for April 2, 2026, Special Meeting

The City Council approved the City Council Minutes for the April 2, 2026, Special Meeting.

4.5 Ratification of April 14, 2026 Warrant Register

The City Council ratified the accompanying Warrant Register for the period from March 14, 2026, to April 3, 2026, in the amount of $545,140.90.

4.7 Initiation of 2026 Weed Abatement Program

The City Council adopted **Resolution 2026-04-14-02** entitled: “A Resolution of the City Council of the City of Laguna Hills, California, Declaring Weeds and Rubbish on Specified Private Property to be a Public Nuisance, Commencing Public Proceedings, and setting a Public Hearing for May 12, 2026.”

4.9 Recognize April 2026 to be DMV/Donate Life Month

The City Council authorized the Mayor to sign the attached DMV/Donate Life Proclamation as requested by OneLegacy.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.6 Proposed Adoption of a Resolution Establishing No Overnight Parking Adjacent to Beckenham Park

The following individual provided public comments on Item No. 4.6: Danny MacNair.

Council Member Sweeney recused himself due to the proximity of his home to the subject park.

Interim City Attorney Burns and Assistant City Manager Ames responded to Council Member requests for additional information. Mr. Ames stated that the estimated cost to implement no overnight parking signage, should the resolution be adopted, is less than $2,000 and can be absorbed by the Public Works department.

Motion made by Council Member Pezold, seconded by Council Member Wheeler, to adopt **Resolution 2026-04-14-01** entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing a No Overnight Parking Zone from 10:00 P.M. to 6:00 A.M. on Streets Surrounding Beckenham Park."

On roll call, said motion carried by the following vote:

AYES:	Mathis, Pezold, Wheeler
NOES:	None
ABSENT:	Caskey
RECUSED:	Sweeney

Council Member Sweeney rejoined the meeting.

4.8 Summary of Status of Items Referred to the Traffic Commission by the City Council

Assistant City Manager Ames presented the report and responded to Council Member questions.

Scott Miller, Chair of the Traffic Commission, responded to Council Member requests for additional information. He noted that he has called a special meeting of the Traffic Commission for April 30, 2026, to look at a strategic framework for the Commission.

Motion made by Council Member Wheeler, seconded by Council Member Pezold, to receive the report.

On roll call, said motion carried by the following vote:

AYES: Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSENT: Caskey

4.10 Street Pole Banner Design

Community Services Director Holland Gannon presented the report and responded to Council Member questions.

Motion made by Council Member Wheeler, seconded by Council Member Pezold, to continue the item and send the matter to the Events, Beautification, and Communication Committee for review and recommendations.

On roll call, said motion carried by the following vote:

AYES: Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSENT: Caskey

5. CITY COUNCIL PUBLIC HEARINGS

6. NUMBER NOT USED

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.1.1 Appointment of Interim City Attorney

City Manager Wingenroth introduced Colin Burns and presented the staff report.

Interim City Attorney Colin Burns recused himself from the discussion due to the proposed contract with his law firm.

Motion made by Council Member Pezold, seconded by Council Member Wheeler, to 1. Authorize the Mayor to enter into an Agreement for Consultant Services with Harper & Burns, LLP, for Interim City Attorney services; and 2. Appoint Colin Burns as Interim City Attorney.

On roll call, said motion carried by the following vote:

AYES: Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSENT: Caskey

7.1.2 City Council Policy Establishing a City Council Meeting Curfew

City Manager Wingenroth presented the report, followed by Council discussion. Council Members Pezold and Wheeler expressed that the proposed policy was unnecessary.

Motion made by Council Member Sweeney, seconded by Mayor Pro Tem Mathis, to postpone the item to the next meeting so the full Council has the opportunity to weigh-in.

On roll call, said motion failed by the following vote:

AYES: Mathis, Sweeney
NOES: Pezold, Wheeler
ABSENT: Caskey

7.2 Assistant City Manager

7.2.1 Proposed Adoption of an Ordinance Authorizing the City Engineer to Mark Parallel Parking Spaces on City Streets, including Via Lomas

Assistant City Manager Ames presented the staff report and answered questions of the City Council.

Motion made by Council Member Sweeney, seconded by Council Member Mathis, to 1. Receive staff presentation and report; and 2. Introduce for first reading, read by title only, and waive further reading of **Ordinance 2026-1** entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Adding Section 11-12.110 to Chapter 11-12 (Stopping, Standing, and Parking) of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code Concerning Parallel Parking Lines."

On roll call, said motion carried by the following vote:

AYES:	Mathis, Sweeney, Wheeler
NOES:	None
ABSTAIN:	Pezold
ABSENT:	Caskey

7.2.2 Discussion of Non-Profit Partners to Receive Street Name Signs for Auctioning

Assistant City Manager Ames presented the staff report and answered questions of the City Council.

Motion made by Council Member Sweeney, seconded by Council Member Wheeler, to direct staff to develop a disposal policy for retired street name signs to be provided to nonprofit partners for auctioning or fundraising purposes.

On roll call, said motion carried by the following vote:

AYES:	Mathis, Pezold, Sweeney, Wheeler
NOES:	None
ABSENT:	Caskey

In further discussion, the City Council asked Mr. Ames to store the retired signs at the City yard while the disposal policy is being developed.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1 Village at Laguna Hills Ad-Hoc Committee Update Report

Mayor Pro Tem Mathis provided an update regarding the Village at Laguna Hills project and shared a graphic that depicts the proposed development.

Director of Community Development Jennifer Lowe answered Council Member questions.

The following individuals submitted electronic public comments on item 9.1 prior to the meeting. Those comments were provided to the City Council, posted in the Chamber and on the City's website, and their names announced into the record by Interim City Clerk Hamman: Judy Northrop, Suzanne Model, Marcella Lawson, Rona Henry, Cynthi M.

with The Kennedy Commission, and Cesar Covarrubias, Executive Director of The Kennedy Commission.

The following individuals provided public comments in support of affordable housing: Rona Henry, Cynthia M., Cathy Udovch, and Heidi Prescott

Motion made by Council Member Sweeney, seconded by Mayor Pro Tem Mathis, to receive and file the oral report.

On roll call, said motion failed by the following vote:

AYES:	Mathis, Sweeney
NOES:	Pezold, Wheeler
ABSENT:	Caskey

City Council Members provided updates on the following regional Boards:

OC Older Adults Advisory Commission (OAAC)

Council Member Wheeler reported on the recent meeting of OAAC. He stated that the organization is working towards reaching and engaging the 1,084,000 older adults in the County and will be sharing affordable housing options.

Transportation Corridor Agencies (TCA)

Council Member Pezold reported on the April 9 TCA meeting, noting a briefing on the State Legislative Watch List, approval of a 241-91 express connector project amendment, and receipt of a budget overview presentation with a focus on early repayment of toll road bonds.

Orange County Fire Authority (OCFA)

Council Member Sweeney shared a video from the recent Fire Ops 26 training in which he participated. He stated that it was an outstanding hands-on experience for all elected officials and media representatives as it allowed participants to train alongside firefighters in real-world scenarios. He expressed his thanks to all firefighters, chiefs, support personnel, and their families.

10. CITY COUNCIL MEMBER COMMENTS

Council Member Sweeney moved to recognize Lorraine F. Chapman at the next City Council meeting for 41 years of service to Saddleback Hospital. The motion was seconded by Council Member Mathis.

Council Member Wheeler moved to cut off funds to the two engineering firms working on The Village project. The motion was second by Council Member Pezold.

Council Member Wheeler moved to add an item to a future agenda to discuss human trafficking and its relation to massage parlors in Laguna Hills. The motion was seconded by Council Member Mathis. He also discussed the new fences inside the Ralph's grocery store that were installed to deter theft.

Council Member Pezold asked the City Manager to communicate with Ralph's and other grocery stores regarding resources that are available to help avoid theft.

Adjournment

At the hour of 8:40 p.m., with no further business to come before the City Council/Planning Agency at this session, Mayor Pro Tem Mathis adjourned the meeting to Tuesday, April 28, 2026, at 6:00 p.m.

_____
Karen Hamman, Interim City Clerk

ATTEST:

_____
Jared Mathis, Mayor Pro Tem

Approved at meeting of April 28, 2026

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of April 28, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from April 4, 2026, to April 16, 2026, in the amount of $1,363,462.68.

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 April 4, 2026, to April 16, 2026, 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 $1,363,462.68.

Attachments:

1. Warrant Register - April 28, 2026
2. Payables Detail Report -April 28, 2026

Warrant Register - April 28, 2026

City of Laguna Hills, CA

By Check Number

Date Range: 04/04/2026 - 04/16/2026

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
6449	A-0388	ABTECH TECHNOLOGIES, INC.	04/09/2026	1,674.95
6450	A-0400	AGA ENGINEERS, INC	04/09/2026	30,523.66
6451	A-0138	ALL CITY MANAGEMENT, INC.	04/09/2026	10,124.80
6452	Z-CD-0546	AQUAGREEN LANDSCAPE INC	04/09/2026	500.00
6453	Z-CD-0547	AQUATIC TECHNOLOGIES	04/09/2026	500.00
6454	A-0359	ARDURRA GROUP, INC.	04/09/2026	2,733.75
6455	Z-CS-0524	ART-E FOUNDATION	04/09/2026	500.00
6456	Z-CD-0548	BLUE PACIFIC POOLS	04/09/2026	250.00
6457	A-0390	BRANDON AGUERA	04/09/2026	290.03
6458	Z-CD-0330	BRIAN'S POOL PLASTERING	04/09/2026	500.00
6459	G-0880	BROOKE GRIMES	04/09/2026	227.70
6460	Z-CD-0133	CALIFORNIA POOLS	04/09/2026	500.00
6461	Z-CS-0525	CAROLINE ROGERS	04/09/2026	100.00
6462	Z-CD-0549	CE ENERGY SERVICES INC	04/09/2026	451.00
6463	E-0553	CHRISTINA ELKINS	04/09/2026	1,890.00
6464	Z-CS-0526	CHRISTINE WESTGARTH	04/09/2026	100.00
6465	C-0324	CITY OF MISSION VIEJO	04/09/2026	5,855.00
6466	C-1235	COLOR ME MINE MISSION VIEJO	04/09/2026	4,310.00
6467	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	04/09/2026	3,644.70
6468	Z-CD-0483	DIAZ TOP ROOFING SERVICES	04/09/2026	759.30
6469	D-0583	DMS FACILITY SERVICES, LLC	04/09/2026	101,390.00
6470	D-0575	DOG WASTE DEPOT	04/09/2026	708.67
6471	F-0725	FASTSIGNS OF LAKE FOREST	04/09/2026	836.56
6472	F-0729	FULL TRAFFIC MAINTENANCE, INC.	04/09/2026	2,649.03
6473	Z-CD-0371	IMAGINE BEYOND	04/09/2026	500.00
6474	I-0960	IRV SEAVER MOTORCYCLES	04/09/2026	632.15
6475	I-0942	IRVINE RANCH WATER DISTRICT	04/09/2026	164.74
6476	J-1057	JAMEY CLARK, INC.	04/09/2026	11,171.70
6477	C-1220	JESSICA CARDENAS	04/09/2026	121.80
6478	Z-CS-0527	JOSEPH CAMERA	04/09/2026	500.00
6479	K-1209	KOA CORPORATION	04/09/2026	8,815.00
6480	L-1226	LAGUNA HILLS CHAMBER OF COMMERCE	04/09/2026	2,330.00
6481	G-0881	LIZ GRAY CONSULTING	04/09/2026	124.60
6482	Z-CD-0550	LOU GABRIEL	04/09/2026	500.00
6483	L-1397	LYONS SECURITY SERVICE, INC.	04/09/2026	562.50
6484	M-1590	MILLENNIUM ALARM SYSTEMS, INC.	04/09/2026	2,250.00
6485	M-1388	MOBILE MINI, INC.	04/09/2026	341.83
6486	M-1302	MOULTON NIGUEL WATER DISTRICT	04/09/2026	10,021.55
6487	P-1851	PEDROZA READY MIX	04/09/2026	1,506.52
6488	Z-CD-0551	PIERRE LEROUX	04/09/2026	196.80
6489	P-1860	PRECISION CONCRETE CUTTING	04/09/2026	51,821.94
6490	P-1861	PRESTIGE PEST MANAGEMENT INC	04/09/2026	1,500.00
6491	R-1977	RJ ELECTRIC	04/09/2026	4,723.80
6492	Z-CD-0552	RJ SERRA	04/09/2026	690.00
6493	S-1944	S CAL MUNI ATHLETIC FEDERATION	04/09/2026	2,132.00
6494	S-1902	SAN DIEGO GAS AND ELECTRIC	04/09/2026	12,615.46
6495	S-2319	SCA OF CA, LLC	04/09/2026	17,231.62
6496	Z-CD-0535	SEA POINTE CONSTRUCTION	04/09/2026	114.00
6497	S-1904	SOUTHERN CALIFORNIA EDISON	04/09/2026	14,921.02
6498	S-2295	SOUTHERN COMPUTER WAREHOUSE	04/09/2026	644.73
6499	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	04/09/2026	10,000.00
6500	Z-CD-0106	STEELE POOLS	04/09/2026	500.00
6501	Z-CD-0077	SWAN POOLS OF SOUTHERN CALIFORNIA	04/09/2026	1,000.00

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
6502	S-2105	SYMQUEST SERVICES	04/09/2026	95.00
6503	R-1888	THE RITZ COMPANIES	04/09/2026	13,027.33
6504	T-2712	TOTAL SOURCE OFFICEWORKS	04/09/2026	144.58
6505	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	04/09/2026	351.74
6506	V-2259	VACKER INC	04/09/2026	4,142.00
			Total Regular:	**346,413.56**

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003366	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	04/09/2026	7,830.00
DFT0003368	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	04/10/2026	1,009,219.12
			Total Bank Draft:	**1,017,049.12**

Bank Code 1 - General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	77	58	0.00	346,413.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,017,049.12
EFT's	0	0	0.00	0.00
	79	**60**	**0.00**	**1,363,462.68**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	77	58	0.00	346,413.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,017,049.12
EFT's	0	0	0.00	0.00
	79	**60**	**0.00**	**1,363,462.68**

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	4/2026	1,363,462.68
			1,363,462.68

City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 04/04/2026 - 04/16/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
04/09/2026	KOA CORPORATION	000024906-8	Citywide Safety Action Plan, 2/1/26 - 2/28/26	100-355-700000	8,815.00
04/09/2026	MOULTON NIGUEL WATER DISTRICT	032626	Utilities - Water, 2/24/26 - 3/23/26	100-355-635000	10,021.55
04/09/2026	S CAL MUNI ATHLETIC FEDERATION	033126LAGHIL-Q1	Program Class Insurance, Community Services	100-310-721500	1,932.00
04/09/2026	BRANDON AGUERA	040126	CPRS Conference Reimbursement, 3/11/26 - 3/13/26	100-310-611000	290.03
04/09/2026	JESSICA CARDENAS	040126	CPRS Conference Reimbursement, 3/11/26 - 3/13/26	100-310-611000	121.80
04/09/2026	BROOKE GRIMES	040126	CPRS Conference Reimbursement, 3/11/26 - 3/13/26	100-310-611000	227.70
04/09/2026	CHRISTINA ELKINS	040126	Belly Dance Instruction, Winter '26	100-310-721500	1,890.00
04/09/2026	LIZ GRAY CONSULTING	040126	Communications, Mar '26	100-310-721500	124.60
04/09/2026	SOUTHERN CALIFORNIA EDISON	040126 - Acct #70023450	Utilities - Electric, 2/2/26 - 3/31/26	100-355-631000	753.18
04/09/2026	SOUTHERN CALIFORNIA EDISON	040126 - Acct #70023450	Utilities - Electric, 2/2/26 - 3/31/26	100-356-631400	14,167.84
04/09/2026	IRVINE RANCH WATER DISTRICT	040226	Utilities - Water, 3/2/26 - 4/1/26	100-355-635000	164.74
04/09/2026	SAN DIEGO GAS AND ELECTRIC	040226	Utilities - Electric, 3/1/26 - 3/31/26	100-356-631400	12,615.46
04/09/2026	LAGUNA HILLS CHAMBER OF COMMERCE	1000087530	Luncheon	100-155-611000	80.00
04/09/2026	LAGUNA HILLS CHAMBER OF COMMERCE	1000087530	Annual Gala, Gold Sponsor	100-155-611000	2,250.00
04/09/2026	ART-E FOUNDATION	102578454	Refund, Facility Deposit, R #101840607	100-000-222000	500.00
04/09/2026	JOSEPH CAMERA	102878891	Refund, Facility Deposit, R #82774708	100-000-222000	500.00
04/09/2026	CAROLINE ROGERS	102888351	Refund, Facility Deposit, R #101464462	100-000-222000	100.00
04/09/2026	CHRISTINE WESTGARTH	103079728	Refund, Facility Deposit, R #102724847	100-000-222000	100.00
04/09/2026	SYMQUEST SERVICES	1102	Printer Repair, Mar '26	100-195-646000	95.00
04/09/2026	ARDURRA GROUP, INC.	182797	Engineering Services, Mar '26	100-355-700250	2,733.75
04/09/2026	FASTSIGNS OF LAKE FOREST	2016-22929	Neighborhood Captain Signs, America 250	100-310-695500	836.56
04/09/2026	MILLENNIUM ALARM SYSTEMS, INC.	2026-0326	Camera Repairs, 10/8/25 - 3/18/26	100-195-700090	2,250.00
04/09/2026	SPECTRUM SPORTS MANAGEMENT, INC.	2026-053	Event Mgmt Services, 1/2 Marathon, 3rd Billing	100-310-695507	10,000.00
04/09/2026	IRV SEAVER MOTORCYCLES	20260572	Motorcycle Maintenance, Police Svcs, Mar '26	100-420-646100	632.15
04/09/2026	CITY OF MISSION VIEJO	21611	Homelessness Outreach, Feb '26	100-310-720302	5,855.00
04/09/2026	THE RITZ COMPANIES	226746	Janitorial Services, Apr '26	100-310-721505	13,027.33
04/09/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	25-263239	State Fee for Regulatory Costs, Mar	100-355-720401	47.19
04/09/2026	ABTECH TECHNOLOGIES, INC.	2603045-IN	Hard Drive, Mar '26	100-195-940000	1,183.35
04/09/2026	ABTECH TECHNOLOGIES, INC.	2603069-IN	Laptop Dock, Mar '26	100-195-940000	491.60
04/09/2026	S CAL MUNI ATHLETIC FEDERATION	26-MEM-LAGHIL	Membership, Community Services, 7/1/26 - 12/31/26	100-000-140000	100.00
04/09/2026	S CAL MUNI ATHLETIC FEDERATION	26-MEM-LAGHIL	Membership, Community Services, 1/1/26 - 6/30/26	100-310-610000	100.00
04/09/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	320260402	Ticket Charges, Mar '26	100-355-720401	304.55
04/09/2026	PRESTIGE PEST MANAGEMENT INC	35075	Rodent Treatment, Mar '26	100-355-720701	1,500.00
04/09/2026	LYONS SECURITY SERVICE, INC.	40664	Event Security, Permit #4606,	100-310-690501	187.50
04/09/2026	LYONS SECURITY SERVICE, INC.	40665	Event Security, Permit #2444,	100-310-690501	187.50
04/09/2026	LYONS SECURITY SERVICE, INC.	40666	Event Security, Permit #3887,	100-310-690501	187.50
04/09/2026	TOTAL SOURCE OFFICEWORKS	41270	Operating Supplies, Mar '26	100-195-622000	126.91
04/09/2026	TOTAL SOURCE OFFICEWORKS	41332	Operating Supplies, Apr '26	100-195-622000	17.67

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
04/09/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	4296-26-003	Traffic Signal Maintenance, Mar '26	100-356-720420	3,644.70
04/09/2026	FULL TRAFFIC MAINTENANCE, INC.	47255	Traffic Maintenance, Mar '26	100-355-720401	2,417.91
04/09/2026	FULL TRAFFIC MAINTENANCE, INC.	47283	Traffic Maintenance, Apr '26	100-355-720401	231.12
04/09/2026	VACKER INC	5142	Storywalk Panels, Mar '26	100-310-695500	4,142.00
04/09/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6065	Private Security Patrol, 3/23/26 - 4/5/26	100-420-720850	7,830.00
04/09/2026	RJ ELECTRIC	64635	Electric Repairs, Community Center, Mar '26	100-355-720701	3,779.00
04/09/2026	RJ ELECTRIC	64638	Gazebo Electrical Check, Mar '26	100-355-720701	230.00
04/09/2026	RJ ELECTRIC	64644	Electric Repairs, Mar '26	100-355-720701	714.80
04/09/2026	JAMEY CLARK, INC.	77637	Graffiti Removal, Public Works, Mar '26	100-355-720500	1,017.00
04/09/2026	JAMEY CLARK, INC.	77640	Park Repairs, Public Works, Mar '26	100-355-720701	7,059.83
04/09/2026	JAMEY CLARK, INC.	77646	Knotty Pine Park Repairs, Mar '26	100-355-720701	144.00
04/09/2026	JAMEY CLARK, INC.	77648	Graffiti Removal, Public Works, Mar '26	100-355-720500	576.00
04/09/2026	JAMEY CLARK, INC.	77656	Santa Vittoria Park Repairs, Mar '26	100-355-720701	709.87
04/09/2026	JAMEY CLARK, INC.	77657	Stockport Park Repairs, Mar '26	100-355-720701	144.00
04/09/2026	JAMEY CLARK, INC.	77664	Graffiti Removal, Mar '26	100-355-720500	240.00
04/09/2026	JAMEY CLARK, INC.	77665	Graffiti Removal, Mar '26	100-355-720500	576.00
04/09/2026	JAMEY CLARK, INC.	77680	Costeau Park Repairs, Apr '26	100-355-720701	120.00
04/09/2026	JAMEY CLARK, INC.	77681	Graffiti Removal, Public Works, Mar '26	100-355-720500	585.00
04/09/2026	DOG WASTE DEPOT	807209	Operating Supplies, Mar '26	100-355-622000	708.67
04/09/2026	MOBILE MINI, INC.	9025863713	Storage Rental, Community Center, 3/26/26-4/22/26	100-310-641000	341.83
04/09/2026	COLOR ME MINE MISSION VIEJO	B7D601051B4AD	Freedom Wall Project, Mar '26	100-310-695500	4,310.00
04/09/2026	DIAZ TOP ROOFING SERVICES	BLDR-0051-2026	BLDR-0051-2026, C&D Refund, REC-016197-2026	100-000-227001	759.30
04/09/2026	RJ SERRA	BLDR-0269-2025	BLDR-0269-2025, C&D Refund, REC-015347-2025	100-000-227001	690.00
04/09/2026	SEA POINTE CONSTRUCTION	BLDR-0297-2025	BLDR-0297-2025, C&D Refund, REC-015541-2025	100-000-227001	114.00
04/09/2026	PIERRE LEROUX	BLDR-0315-2024	BLDR-0315-2024, C&D Refund, REC-014217-2025	100-000-227001	196.80
04/09/2026	SCA OF CA, LLC	CA25007673	Street Sweeping Services, Mar '26	100-355-720401	503.44
04/09/2026	CE ENERGY SERVICES INC	ELER-0001-2026	ELER-0001-2026, Permit Cancel, REC-016028-2026	100-000-221001	1.00
04/09/2026	CE ENERGY SERVICES INC	ELER-0001-2026	ELER-0001-2026, Permit Cancel, REC-016028-2026	100-000-442000	450.00
04/09/2026	SOUTHERN COMPUTER WAREHOUSE	INV00865010	HP Color LaserJet Printer, Mar '26	100-195-940000	644.73
04/09/2026	IMAGINE BEYOND	POOLR-0002-2025	POOLR-0002-2025, Pool Bond Refund, REC-014310-2025	100-000-228001	500.00
04/09/2026	CALIFORNIA POOLS	POOLR-0016-2024	POOLR-0016-2024, Pool Bond Refund, REC-013028-2024	100-000-228001	500.00
04/09/2026	AQUAGREEN LANDSCAPE INC	POOLR-0022-2024	POOLR-0022-2024, Pool Bond Refund, REC-013822-2024	100-000-228001	500.00
04/09/2026	BLUE PACIFIC POOLS	POOLR-0061-2021	POOLR-0061-2021, Pool Bond Refund, REC-004821-2021	100-000-228001	250.00
04/09/2026	SWAN POOLS OF SOUTHERN CALIFORNIA	POOLR-0062-2021	POOLR-0062-2021, Pool Bond Refund, REC-004688-2021	100-000-228001	500.00
04/09/2026	LOU GABRIEL	POOLR-0068-2021	POOLR-0068-2021, Pool Bond Refund, REC-005220-2021	100-000-228001	500.00
04/09/2026	SWAN POOLS OF SOUTHERN CALIFORNIA	POOLR-0085-2021	POOLR-0085-2021, Pool Bond Refund, REC-006188-2021	100-000-228001	500.00
04/09/2026	BRIAN'S POOL PLASTERING	POOLR-0088-2021	POOLR-0088-2021, Pool Bond Refund, REC-006240-2021	100-000-228001	500.00
04/09/2026	STEELE POOLS	POOLR-0095-2022	POOLR-0095-2022, Pool Bond Refund, REC-006772-2022	100-000-228001	500.00
04/09/2026	AQUATIC TECHNOLOGIES	POOLR-0127-2022	POOLR-0127-2022, Pool Bond Refund, REC-008961-2022	100-000-228001	500.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
04/09/2026	ALL CITY MANAGEMENT, INC.	PS-INV104993	Crossing Guard Services, 3/15/26 - 3/28/26	100-420-720822	10,124.80
04/09/2026	DMS FACILITY SERVICES, LLC	RC-T006428	Landscape Services, Mar '26	100-355-720700	101,390.00
04/10/2026	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 73919	Law Enforcement Services, Apr '26	100-420-720800	1,009,219.12
			Fund 100 - General Fund Total:		**1,262,882.38**
Fund: 210 - Gas Tax (HUTA) Fund					
04/09/2026	PRECISION CONCRETE CUTTING	26-0112	Sidewalk Repairs, CIP #106, Mar '26	210-000-790600	51,821.94
			Fund 210 - Gas Tax (HUTA) Fund Total:		**51,821.94**
Fund: 212 - Measure M2 Fund					
04/09/2026	PEDROZA READY MIX	24938-OC	Slurry Fill, Mar '26	212-355-720400	1,506.52
04/09/2026	SCA OF CA, LLC	CA25007673	Street Sweeping Services, Mar '26	212-355-720410	16,728.18
			Fund 212 - Measure M2 Fund Total:		**18,234.70**
Fund: 301 - CARITS Road Fee Program Fund					
04/09/2026	AGA ENGINEERS, INC	26060-IN	RTSSP for Paseo de Valencia-Moulton Pkwy, CIP #168	301-000-790600	30,523.66
			Fund 301 - CARITS Road Fee Program Fund Total:		**30,523.66**
Fund: 600 - Capital Improvement Projects Fund					
04/09/2026	PRECISION CONCRETE CUTTING	26-0112	Sidewalk Repairs, CIP #106, Mar '26	600-000-490210	(51,821.94)
04/09/2026	PRECISION CONCRETE CUTTING	26-0112	Sidewalk Repairs, CIP #106, Mar '26	600-251-950106	51,821.94
04/09/2026	AGA ENGINEERS, INC	26060-IN	RTSSP for Paseo de Valencia-Moulton Pkwy, CIP #168	600-000-490301	(30,523.66)
04/09/2026	AGA ENGINEERS, INC	26060-IN	RTSSP for Paseo de Valencia-Moulton Pkwy, CIP #168	600-251-950168	30,523.66
			Fund 600 - Capital Improvement Projects Fund Total:		-
			Grand Total:		**1,363,462.68**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	1,262,882.38
210 - Gas Tax (HUTA) Fund	51,821.94
212 - Measure M2 Fund	18,234.70
301 - CARITS Road Fee Program Fund	30,523.66
600 - Capital Improvement Projects Fund	-
Grand Total:	**1,363,462.68**

Account Summary

Account Number	Account Name	Payment Amount
100-000-140000	Prepaid Items	100.00
100-000-221001	SMIP - Residential	1.00
100-000-222000	Refundable Deposits	1,200.00
100-000-227001	Security Deposit - Waste	1,760.10
100-000-228001	Swimming Pool Construction	4,750.00
100-000-442000	Building Related Permits	450.00
100-155-611000	Training, Conferences, &	2,330.00
100-195-622000	Operating Supplies	144.58
100-195-646000	Equipment Maintenance &	95.00
100-195-700090	IT Contract Services & Support	2,250.00
100-195-940000	Computer Hardware	2,319.68
100-310-610000	Memberships & Subscriptions	100.00
100-310-611000	Training, Conferences, &	639.53
100-310-641000	Equipment Rentals & Leases	341.83
100-310-690501	Facility Rentals -	562.50
100-310-695500	Special Events - Program Services	9,288.56
100-310-695507	Marathon 5k	10,000.00
100-310-720302	Contract Services - Homelessness	5,855.00
100-310-721500	Contract Services - Programs	3,946.60
100-310-721505	Contract Services - Janitorial &	13,027.33
100-355-622000	Operating Supplies	708.67
100-355-631000	Utilities - Electric	753.18
100-355-635000	Utilities - Water	10,186.29
100-355-700000	Professional Services	8,815.00
100-355-700250	On-Call Services	2,733.75
100-355-720401	Other Public Works Maintenance	3,504.21
100-355-720500	Graffiti Removal	2,994.00
100-355-720700	Landscape Maintenance	101,390.00
100-355-720701	Parks Maintenance & Repairs	14,401.50
100-356-631400	MOE - Electric (Streetlights &	26,783.30
100-356-720420	MOE - Traffic Signal Maintenance	3,644.70
100-420-646100	Vehicles - Fuel & Maintenance	632.15
100-420-720800	Law Enforcement Contract	1,009,219.12
100-420-720822	Crossing Guard Services	10,124.80
100-420-720850	Private Security Patrol	7,830.00
210-000-790600	Transfers Out to Capital	51,821.94
212-355-720400	Street Maintenance	1,506.52
212-355-720410	Street Sweeping	16,728.18
301-000-790600	Transfers Out to Capital	30,523.66
600-000-490210	Transfers In from Gas Tax (HUTA)	(51,821.94)
600-000-490301	Transfers In from CARITS Road	(30,523.66)
600-251-950106	Sidewalk Repairs	51,821.94
600-251-950168	Traffic Signal Improvements	30,523.66
	Grand Total:	**1,363,462.68**

Project Account Summary

Project Account Key	Payment Amount
None	1,363,462.68
Grand Total:	**1,363,462.68**

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Treasurer's Investment Report for March 2026

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of March 2026.

Background:

The Treasurer's Investment Report for the month of March 2026 is submitted herewith. The City's total portfolio as of March 31, 2026, was $27,709,903. 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 $27,615,690. Restricted cash and investments totaled $94,213, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of March was $86,726. Fiscal Year 2025/2026 year-to-date pooled cash interest earnings of $825,289 are 99% of the annual budget of $828,600.

The average yield on the City's total portfolio for the month of March was 3.75%, compared to the prior month of 3.81%. The slightly declining yield in March, as compared to the past few months, reflects a cautious approach by the Federal Reserve to continue 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 March 2026

City of Laguna Hills
Treasurer's Investment Report
March 2026

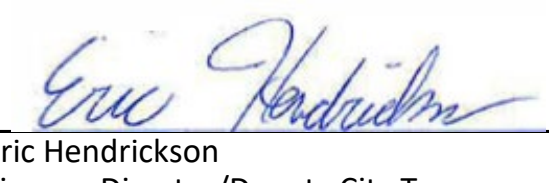
Pooled Cash & Investments	Current Month Market Value	Current Month Book Value	Prior Month Book Value	Current Month % of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
BMO Checking & Money Market Accounts	$ 5,650,363	$ 5,650,363	$ 6,451,196	20%	50%	3.52%
Petty Cash (City Hall)	500	500	500	0%	n/a	0.00%
Fiscal Agent Cash - Employee FSA	10,528	10,528	10,834	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	101,324	101,103	101,103	0%	100%	3.82%
Investment Trust of California (CalTRUST)	21,853,196	21,853,196	21,783,677	79%	100%	3.83%
	27,615,911	27,615,690	28,347,310	100%		3.77%
Restricted & Designated Cash						
Fiscal Agent Cash - Essex Civic Center Mgmt	94,213	94,213	78,431	n/a	n/a	0.00%
	94,213	94,213	78,431			0.00%
Totals	$ 27,710,124	$ 27,709,903	$ 28,425,740			3.75%

Pooled Cash & Investment - Interest Earnings

For the month of March 2026	$ 86,726
FY 2025-26 to Date	825,289
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 14, 2025. 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 3/31/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	19,121,946.41	(535,472.74)	18,586,473.67
210-000-101210	Claim on Cash - Gas Tax (HUTA)	1,433,320.55	37,377.86	1,470,698.41
211-000-101211	Claim on Cash - Gas Tax (RMRA)	1,569,074.72	66,190.75	1,635,265.47
212-000-101212	Claim on Cash - Measure M2	212,697.64	105,144.83	317,842.47
214-000-101214	Claim on Cash - AB 2766	147,859.10	-	147,859.10
221-000-101221	Claim on Cash - Senior Mobility Program	293,791.03	6,173.86	299,964.89
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,207,447.01	(42,016.18)	1,165,430.83
302-000-101302	Claim on Cash - CDBG Grant	(70,113.00)	43,603.77	(26,509.23)
305-000-101305	Claim on Cash - Beverage Recycling	13,994.54	7,823.00	21,817.54
306-000-101306	Claim on Cash - Waste & Recycling Fee	25,584.71	1,834.36	27,419.07
307-000-101307	Claim on Cash - C&D Forfeited Deposits	436,530.18	-	436,530.18
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VALI	1,793,447.29	(41,955.00)	1,751,492.29
312-000-101312	Claim on Cash - CASp Fee	38,299.54	-	38,299.54
322-000-101322	Claim on Cash - Water Conservation	396,886.60	-	396,886.60
401-000-101401	Claim on Cash - Public Art	460,253.13	-	460,253.13
421-000-101421	Claim on Cash - SLESF	199,073.35	(37,714.64)	161,358.71
451-000-101451	Claim on Cash - Liability Self-Insurance	121,174.83	-	121,174.83
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		27,852,540.00	(389,010.13)	27,463,529.87
	Reconciling items (outstanding checks and deposits in transit):			152,160.13
	Pooled Cash & Investments Book Value:			27,615,690.00

GENERAL FUND RESERVES (as of most recent audited year end 6/30/2025)

Fund Balance Type	
Nonspendable	284,567
Assigned	612,572
Unassigned	22,256,720
Total	**23,153,859**

BMO

BMO Bank N.A.
P.O. Box 755
Chicago, IL 60690
Toll Free: 1-877-895-3278

ACCOUNT NUMBER: [redacted]

STATEMENT PERIOD
03/01/26 TO 03/31/26

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	6,451,195.84
DEPOSITS	3,773,972.02
WITHDRAWALS	4,592,011.95-
MUTUAL FUND DIVIDENDS	17,206.68
ENDING BALANCE	5,650,362.59

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		42.00
86	CUSTOMER DEPOSITS	1,884,139.60
152	OTHER WITHDRAWALS	2,702,179.53-
5	SHARE PURCHASES	534,677.81-
17	SHARE REDEMPTIONS	1,355,154.61
YOUR ENDING BALANCE WAS		2,478.87

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
MAR 02	CCD AMS INC MERCH DEP 17730300707		1,846.00
MAR 02	CCD AMS INC MERCH DEP 17730303701		1,939.60
MAR 02	ZERO BALANCE TXFR FROM DDA ACCT [redacted]		2,458.00
MAR 02	REMOTE DEPOSIT		13,166.62
MAR 02	ZERO BALANCE TXFR TO DDA ACCT [redacted]	24,994.65	
MAR 02	INV CR TRANSFER		120,281.51
MAR 03	CCD AMS INC MERCH DEP 17730300707		748.28
MAR 03	CCD AMS INC MERCH DEP 17730300707		937.00
MAR 03	ZERO BALANCE TXFR FROM DDA ACCT [redacted]		3,789.50
MAR 03	INV CR TRANSFER		193,024.49

MEMBER FDIC

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

03/01/2026 through 03/31/2026

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Mar 31 ($)	Value on Mar 31 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
CITY OF LAGUNA HILLS	[redacted]					
CalTRUST Liquidity Fund	[redacted]	21,853,196.360	1.00	21,853,196.36	21,853,196.36	0.00
	Portfolios Total value as of 03/31/2026			**21,853,196.36**		

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:** [redacted]	
Beginning Balance	03/01/2026			21,783,676.980	1.00	21,783,676.98		
Accrual Income Div Reinvestment	**03/31/2026**	**69,519.38**	**69,519.380**	**21,853,196.360**	**1.00**	**21,853,196.36**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**Mar 31**			**21,853,196.360**	**1.00**	**21,853,196.36**		

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

April 06, 2026

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: [redacted]

March 2026 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	101,103.16
Total Withdrawal:	0.00	Ending Balance:	101,103.16

Invesco Treasury Portfolio

Short-Term Investments Trust

Data as of March 31, 2026
Corporate Class

Fund Information

Inception	August 01, 2005
CUSIP	825252570
NASDAQ	TYCXX
Total Net Assets Reflects all classes of the portfolio.	$39.97 billion
Weighted Average Maturity (WAM)	47 days
Weighted Average Life (WAL)	101 days

SEC Portfolio Liquidity Requirements (%)

1-day	69.90
7-day	97.26

Ratings[2]

Standard & Poor's	AAAm
Moody's	Aaa-mf
Fitch Ratings	AAAmmf

National Association of Insurance Commissioners (NAIC)
Meets NAIC requirement of a 0% capital reserve for a purchase by insurance companies.

Management Team

Laurie Brignac, Joe Madrid, Brandon Maitre, Justin Mandeville, Marques Mercier, Wesley Rager, Jennifer Brown, Ripal Tilara, and Bryn Zinser

All data provided by Invesco unless otherwise stated.
1 iMoneyNet, Inc. is an independent mutual fund performance monitor. The U.S. Treasury & Repo Institutional Category is an unmanaged group of money market funds with similar investment objectives and pricing structures as the Corporate Class of the Invesco Treasury Portfolio. iMoneyNet performance figures represent the category average. An investment cannot be made into the category.

2 A credit rating is an assessment provided by Nationally Recognized Statistical Ratings Organization (NRSRO) of the creditworthiness of an issuer with respect to debt obligations, including specific securities, money market instruments or other debts. Fund ratings are subject to change and are based on several factors, including an analysis of a portfolio's overall credit quality, market price exposure and management. Fund ratings are provided to indicate the creditworthiness of the underlying holdings in the portfolio and offer a forward-looking opinion about fixed income funds' capacity to maintain stable principal (net asset value). The ratings will generally range from AAA (highest) to D (lowest). For more information on rating methodologies, please visit the following NRSRO websites: www.standardandpoors.com and select "Understanding Ratings" under Rating Resources on the homepage; www.moodys.com and select "Rating Methodologies" under Research and Ratings on the homepage; www.fitchratings.com and select "Ratings Definitions" on the homepage.@FSIA_CashDisclosureLeft:
3 Portfolio composition is subject to change. An investment category listed with "other" in the name indicates that the underlying holdings did not fall into the SEC's more narrowly defined investment categories.

You could lose money by investing in the Fund. Although the Fund seeks to preserve your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund may impose a fee upon the sale of your shares. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.

Investment Objective

Provide current income consistent with preservation of capital and liquidity.

Permissible Investments

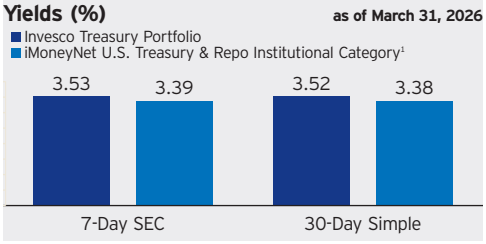
The fund pursues its objective by investing primarily in short-term, high-credit-quality money market instruments. These instruments are direct obligations of the US Treasury and repurchase agreements backed by Treasury obligations.

Fund Highlights

- The portfolio management team follows a conservative investment process with respect to minimal credit risk, interest rate risk and liquidity.
- The fund is designed for short- to medium-term cash investments, operating cash, cash sweeps and the liquidity components of investment portfolios.
- The fund aims to preserve capital, maintain liquidity and produce a competitive yield.

Yields (%)

as of March 31, 2026



Average Annual Total Returns (%)

as of March 31, 2026

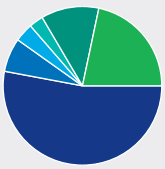
Period	(%)
Inception	1.67
10 Years	2.16
5 Years	3.34
3 Years	4.70
1 Year	3.99

The performance data quoted represents past performance. Past performance does not guarantee future results and current performance may be lower or higher than the performance data quoted above. The investment return and principal value of your investment will fluctuate so that your shares, when redeemed, may be worth more or less than their original cost. You may obtain performance data current to the most recent month-end by visiting invesco.com. The SEC yield listed reflects fee waivers and/or expense reimbursements in effect for the period. Had the Adviser not waived fees and/or reimbursed expenses, your 7-day SEC yield would have been 3.50%. Average annual total returns reflect reinvested distributions, net of expenses for the periods. The 7-day SEC yield more closely reflects the current earnings of the fund than the total returns shown.

Portfolio Composition (%) [3]

SEC Investment Category	(%)
U.S. Treasury Repurchase Agreement	53.8
U.S. Treasury Debt	46.2

Maturity Schedule (%)



Days to maturity	(%)
1-7	53.0
8-30	6.9
31-60	3.8
61-90	2.9
91-180	11.8
181+	21.7

Maturity schedule is based on weighted average maturity and is subject to change.

Simple Monthly Yields

as of March 31, 2026

Period	(%)
March 2026	3.52
February	3.54
January	3.56
December	3.66
November	3.81
October	3.94
September	4.04
August	4.15
July	4.19
June	4.17
May	4.19
April 2025	5.14

30-day simple and simple monthly yield are the sum of the distribution rates for the number of days in the yield period annualized by 365 and divided by net asset value (NAV).

This does not constitute a recommendation of any investment strategy or product for a particular investor. Investors should consult a financial professional before making any investment decisions.

NOT A DEPOSIT | NOT FDIC-INSURED | NOT GUARANTEED BY THE BANK | MAY LOSE VALUE | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

This report must be accompanied or preceded by a currently effective fund prospectus, which contains more complete information, including fees and expenses. Read it carefully before investing.

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

Yield and NAV

Fund Name
CalTRUST Liquidity Fund

Start Date - End Date
3/1/2026 – 3/31/2026

Export (31)

Period Date	NAV	Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
3/31/26	$1.00	$360,583.34	3,496,478,514.620	$3,496,538,966.29	3.76%	3.76%
3/30/26	$1.00	$363,685.09	3,530,354,238.560	$3,530,414,690.23	3.76%	3.75%
3/29/26	$1.00	$365,164.12	3,544,450,212.380	$3,544,510,664.05	3.76%	3.75%
3/28/26	$1.00	$365,164.06	3,544,450,212.380	$3,544,510,664.05	3.76%	3.75%
3/27/26	$1.00	$364,255.53	3,544,450,212.380	$3,544,510,664.05	3.75%	3.75%
3/26/26	$1.00	$377,385.43	3,666,945,212.380	$3,667,005,664.05	3.76%	3.74%
3/25/26	$1.00	$366,558.91	3,560,176,284.740	$3,560,236,736.41	3.76%	3.74%
3/24/26	$1.00	$365,165.49	3,570,737,872.350	$3,570,798,324.02	3.73%	3.74%
3/23/26	$1.00	$357,882.75	3,491,125,872.350	$3,491,186,324.02	3.74%	3.74%
3/22/26	$1.00	$357,937.56	3,487,420,210.740	$3,487,480,662.41	3.75%	3.74%

PMIA/LAIF Performance Report as of 04/08/26

Quarterly Performance Quarter Ended 12/31/25

LAIF Apportionment Rate[2]:	4.20
LAIF Earnings Ratio[2]:	0.00011512010685708
LAIF Administrative Cost[1]*:	0.27
LAIF Fair Value Factor[1]:	1.002181483
PMIA Daily[1]:	3.97
PMIA Quarter to Date[1]:	4.09
PMIA Average Life[1]:	244

PMIA Average Monthly Effective Yields[1]

March	**3.826**
February	3.871
January	3.931
December	4.025
November	4.096
October	4.150

Pooled Money Investment Account Monthly Portfolio Composition [1] 2/28/26 $164.6 billion

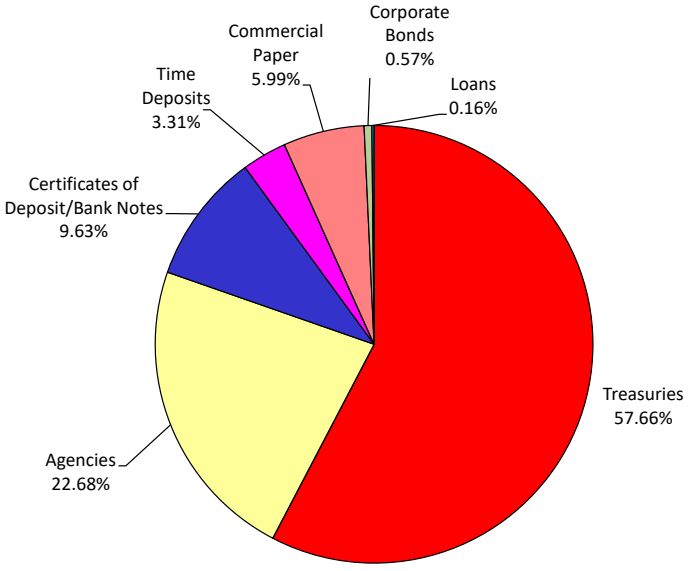


Chart does not include $855,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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: April 28, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: County of Orange Law Enforcement Services Agreement

Recommendation: That the City Council approve the agreement with the County of Orange for the provision of law enforcement services for Fiscal Year 2026/2027 and authorize the Mayor to execute the contract on behalf of the City.

Background:

The City of Laguna Hills contracts annually with the Orange County Sheriff's Department (OCSD) for municipal law enforcement services. These services are provided under agreement with the County of Orange, which outlines the specific staffing, scope, and cost structure for the fiscal year. The attached agreement includes all relevant provisions and exhibits referenced below.

For FY 2026/2027, the proposed contract includes the following:

- Contract Term: July 1, 2026 through June 30, 2027
- Scope of Services: Law enforcement services include patrol, traffic enforcement, investigations, a school resource officer, parking control, and emergency management coordination. Details are provided in Attachment A of the contract (Scope of Work).
- Staffing Level: The contract provides for 28.33 full-time equivalent (FTE) direct positions, including:
    - 1 Captain
    - 2.33 Sergeants (Admin and Patrol)
    - 16 Patrol Deputies
    - 2 Motorcycle Deputies

    - 2 Investigators
    - 1 School Resource Officer
    - 3 Community Services Officers
    - 1 Sr. Emergency Management Program Coordinator
- Additional support is provided through regional/shared staffing teams as outlined in Attachment C of the contract (Level of Service).
- Technology and Equipment: The contract includes the provision and maintenance of Body Worn Cameras (BWC), In-Car Video (ICV) systems, Mobile Data Computers (MDCs), and E-Citation units. These are discussed in Attachment A of the contract.
- Traffic Violator Apprehension Program (TVAP): The City's continued participation in OCSD's TVAP is authorized through Attachment E of the contract, aligning with City Council Resolution No. 2024-09-10-3.
- Office Space: As in prior years, the City provides dedicated office space, utilities, and custodial services at no cost to the County, as described in Attachment A of the contract.

Fiscal Impact:

The total cost of law enforcement services for Fiscal Year 2026/2027 is $12,112,857, representing a 0.23% decrease from the Fiscal Year 2025/2026 total of $12,140,982. The decrease is attributed primarily to a reduction in retirement costs (employer pension contribution rates) for the Sheriff's bargaining units.

Per Attachment B of the contract (Payment Provisions), the City will be invoiced monthly at one-twelfth (1/12) of the annual obligation. Adjustments will be made at year-end for actual overtime and any labor-related increases resulting from collective bargaining agreements.

The annual contract cost of $12,112,857 is within the approved biennial Fiscal Years 2025-2027 budget.

Attachments:

1. Law Enforcement Contract with County of Orange FY 2026-27
2. Final OCSD Cost Spreadsheet FY 2026-27

CONTRACT
With
City of Laguna Hills
For
Law Enforcement Services

This Contract for Law Enforcement Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County,") on behalf of Orange County Sheriff's Department, ("Sheriff"), and the City of Laguna Hills, (hereinafter referred to as "City,") with County and City sometimes individually referred to as "Party", or collectively referred to as "Parties"

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment Provisions
Attachment C – Level of Service
Attachment D – City Ordinances
Attachment E – TVAP Resolution
Attachment F – TVAP Form
Attachment G – Forfeited and Seized Asset Policy

RECITALS

WHEREAS, City wishes to contract with County for law enforcement services; and

WHEREAS, County is agreeable to the rendering of such services, as authorized in Government Code sections 51301, 54981, and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. **Term of Contract:** This Contract shall commence July 1, 2026 and terminate June 30, 2027 unless earlier terminated by either Party or extended in the manner set forth herein.

B. **Termination:** County and City may terminate this Contract, without cause, upon one-hundred and eighty (180) days written notice to the other Party.

If the County and City have not entered into a written Contract for further law enforcement services thirty (30) days before this Contract terminates, then the County and City may execute an amendment that provides as follows and does not materially alter other terms of the Contract: County shall continue to provide to City all, or a designated part, of the law enforcement services specified herein, for sixty (60) days following the termination date of this Contract, and City shall pay County the full costs of providing such services. Such full costs may be greater than those listed herein.

C. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

D. **Amendments:** Unless expressly provided for in this Contract, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or Contract not

incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.

E. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

F. **Headings:** Headings used throughout this Contract are for convenience only and shall not affect the meaning or interpretation of any provisions of this Contract.

G. **Independent Contractor:** County is and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of County's agents or employees. County and its Sheriff shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Contract. County, its agents and employees, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.

H. **Indemnification:** City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and agencies with County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of City related to this Contract.

County agrees to indemnify, defend with counsel approved in writing by City, and hold City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of County related to this Contract. County Indemnitees shall not be deemed to have assumed any liability for any dangerous or defective condition on any public street, work, or property of the City and for any illegality of City's municipal ordinances.

If judgement is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

I. **State Audit:** Pursuant to Government Code Section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of three years after final payment by City to County under this Contract. City and County shall retain all records relating to the performance of this Contract for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.

J. **Notices:** Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as below. All other notices authorized or required by this Contract shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER
CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

City: Laguna Hills

By: _____ Title: Mayor _____

Print Name: _____ Date: _____

Attest: _____

City Clerk

Approved as to Form

By: _____
City Attorney

County:

By: _____ Title: Chair of the Board of Supervisors _____

Print Name: _____ Date: _____

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: _____

Robin Stieler
Clerk of the Board
County of Orange, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

DocuSigned by:
Annie Loo
B7726751D1E947E...

ATTACHMENT A

SCOPE OF WORK

A. Regular Services By County:

1. Sheriff shall render to City law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of City, other than licensing ordinances.

2. The night, day and evening patrol and supervisory shifts will be established by Sheriff. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of Sheriff and City Manager, the need arises. Any long-term shift deployment change will be reported to the City Council.

3. The level of service, other than for licensing, to be provided by the County for this Contract is set forth in Attachment C.

4. The Sheriff will provide a slate of candidates who are eligible for the rank of Captain with the Sheriff from which the City Manager may select a Police Services Chief. The Police Services Chief will be the on-side department head for the city and will attend City Council, staff and community meetings at the discretion of the City Manager.

5. Patrol Performance Goals shall be as follows:

- Response to Priority One Calls: 5 minutes
- Response to Priority Two Calls: 12 minutes
- Response to Priority Three Calls: 20 minutes

The Police Services Chief will report to the City Manager regarding City Police Services personnel's performance in meeting these goals. In the event of a major incident outside the boundaries of City, adequate law enforcement personnel will remain in City to respond to Priority One and Priority Two calls for service.

6. For any service that is provided to City at less than 100% of a full-time Sheriff position, County retains the option to terminate such service in the event the other City or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and City does not request the Contract be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of City will be adjusted accordingly.

7. All services contracted for in this Contract may not be operational on the precise date specified in this Contract. In those instances, Sheriff shall notify City Manager of the date or dates such service or services are to be implemented. If the City pays for a service before its implementation, the County shall provide a credit, based on the vacancy credit rates calculated for that fiscal year, in the City's final invoice of that fiscal year.

8. During emergencies, such as mutual aid situations, Sheriff will attempt to leave in City the Captain in charge of City Police Services. If Sheriff determines that the Captain is needed elsewhere, Sheriff will notify City's Manager within four hours. Sheriff will return the Captain to City as soon as possible once the emergency situation is under control.

9, Sheriff shall receive applications for City licenses pursuant to the City's ordinances in Attachment D and complete investigations relating to such applications. Said investigations shall be forwarded to City Manager who is responsible for the disposition of the application and notification to the applicant. County shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. County shall not provide any administrative or investigatory services related to the licensing ordinances, except the investigations relating to initial applications for which this subsection provides.

10. With the limitations set forth below, Sheriff, on behalf of County, is authorized to execute written amendments to this Contract to increase or decrease the level of service, when Sheriff and City mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Contract shall concomitantly increase or decrease the cost of services payable by City. Sheriff and appropriate City personnel shall file copies of any such amendments to this Contract with the Clerk of County's Board of Supervisors and City's Clerk. Except for costs related to Employee Bargaining has defined herein, changes to this Contract executed by

Sheriff and City Manager may not, in the aggregate, increase or decrease the cost of services payable by City by more than one percent (1%) of the Maximum Obligation.

B. Enhanced And Supplemental Services By County:

1. Enhanced services for events on City property. At the request of City, through its City Manager, Sheriff may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by City. Sheriff shall determine personnel and equipment needed for such enhanced services. City shall reimburse County for such additional services, at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing the normal and regular ongoing services that Sheriff otherwise would provide to City pursuant to this Contract. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between County and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. City shall reimburse County its full, actual costs of providing such supplemental services at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

3. Supplemental services for events operated by public entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing services that Sheriff otherwise would provide to City pursuant to this Contract. City shall reimburse County its full, actual costs of providing such supplemental services at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

4. Notwithstanding the foregoing, City, through its permit process, may utilize the services of Sheriff at events, for which City issues permits, that are operated by private individuals or entities or public entities. Sheriff shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in this Contract, City shall reimburse County for such additional services at an amount computed by Sheriff, based upon the current year's County law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 51350, County has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. Sheriff through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the Maximum Obligation of City. County shall not charge any additional amounts for enhanced helicopter services without written notification to the City.

C. Body Worn Camera And In Car Video:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by Sheriff's personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by Sheriff for use within City service area.

2. Sheriff has the exclusive right to use said BWC and ICV for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of BWC and the acquisition and installation of ICV, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in the Maximum Obligation of City, unless City has already paid such costs.

4. If, following the initial acquisition of BWC and ICV referenced above, City requires BWC and ICV for additional Sheriff's personnel or vehicles designated for use in the City service area, County will purchase said additional BWC and ICV. Upon demand by County, City will pay to County a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in the Maximum Obligation.

5. County will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade BWC and ICV.

D. Traffic Violator Apprehension Program:

1. County has established a Traffic Violator Apprehension Program ("the Program"), which is operated by Sheriff, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the County and in the cities that contract with County for Sheriff's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for City to participate in the Program, City has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by County, as set forth in the resolution that is Attachment E (hereinafter called a "TVAP resolution"), and has directed that the revenue from such fee be used for the Program. City's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. In the event City 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, City's Manager, on behalf of City, and Sheriff, on behalf of County, have authority to execute an amendment of this Contract to substitute City's amended or new TVAP resolution for Attachment E to the Contract, as long as said amendment to this Contract does not materially change any other provision of this Contract. As County updates its fees for the Program periodically, County will provide written notice to City of the updated fees. City's participation in the Program will terminate if City determines not to adopt the updated fees for the Program.

2. County will make available for review, at the request of City, all financial data related to the Program as may be requested by City.

3. Fee revenue generated by County and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant

  (8 hours per two-week pay period)
- One (1) Staff Specialist

  (80 hours per two-week pay period)
- One (1) Office Specialist

  (80 hours per two-week pay period)

4. Fee revenue generated by City may be used to reimburse City for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for

reimbursement, City shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment F.

The request shall be submitted within the budget schedule established by Sheriff. Sheriff shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by City's fee, to pay for the requested purchase, and 2) City will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

In the event that City terminates its participation in the Program, City agrees that the equipment purchased by City and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by City's TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by County, City and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, County, at the option of City, will reduce the level of Program service to be provided to City or will continue to provide the existing level of Program services. County will charge City the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of City. The amount of any revenue shortfall charged to City will be determined, at the time the revenue shortfall is experienced, according to City's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Contract so providing. Decisions about how to reduce the level of Program service provided to City shall be made by Sheriff with the approval of City.

E. Mobile Data Computers:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by County for use within City limits.

2. Sheriff has the exclusive right to use said MDCs for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to City, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of MDCs referenced above, City requires MDCs for additional patrol cars or motorcycles designated for use in City, or for City's Emergency Operations Center, County will purchase said additional MDCs. Upon demand by County, City will pay to County a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

5. County will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade MDCs.

F. E-Citation Units:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, E-Citation units designated by County for use within City limits.

2. Sheriff has the exclusive right to use said E-Citation units for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of E-Citation units that are assigned to City, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of E-Citation units referenced above, City requires additional E-Citation units designated for use in City, County will purchase said additional E-Citation units. Upon demand by County, City will pay to County a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

5. County will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade E-Citation units.

G. Equipment:

1. As part of the law enforcement services to be provided to City, County shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the County (hereinafter "Equipment").

2. City shall pay County the full costs to County of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by County. The costs to be paid by City are included in the costs set forth in the Maximum Obligation of City.

3. The Equipment purchased by the County for services to the City shall be the property of the County.

4. Radios and motorcycles previously purchased by the City for County law enforcement services to the City shall be the property of and maintained by the City. Notwithstanding the Indemnification provisions of this Contract, County shall be responsible to City for any damage to City radios and motorcycles caused by County's act or omission.

H. City Office Space

1. In consideration of the promises contained herein, City hereby grants to County rent-free use of office space, office furniture, and office equipment and supplies located in City Hall or other City building for the provision of services under this Contract (hereinafter "Police Station"). Said office space, furniture and equipment and supplies shall be used solely by personnel of City and County, while performing their assigned duties related to services under this Contract. City and County shall mutually agree on the precise location, size and type of said office space, office furniture and office equipment supplies. City shall supply all repair, maintenance and janitorial supplies and services to the Police Station and shall be responsible for all charges for utilities supplied to said premises.

2. City and Sheriff agree to staff the Police Station and remain accessible to the public during normal business hours. Sheriff personnel who are regularly deployed to deliver services to adjacent unincorporated areas may operate in and out of the Police Station as a regular duty station.

3. City shall be responsible for the cost of fuel used for services in this Contract. City may: 1) provide fuel via the City's fuel pumps or 2) otherwise pay the County for the provision of fuel in a manner that is acceptable to both Parties. For motorcycles, the City shall pay the County for the provision of fuel in a manner that is acceptable to both Parties. For all other vehicles, City and County shall mutually agree on which method shall be utilized. Limited reimbursement of such costs is included in the costs set forth in Attachment B.

4. Persons detained in City will be booked into the Sheriff Intake-Release Center. Persons will not be booked or housed at the Police Station.

5. Fingerprinting and copying services will be performed by Sheriff employees located at the Police Station.

PAYMENT PROVISIONS

1. Compensation: Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2026 through June 30, 2027 shall be $12,112,857 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

The overtime costs included in the Contract are only an estimate. Sheriff shall notify City of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed City's Maximum Obligation.

2. Personnel and Deployment:

A. City shall pay the full costs of employees in the following instances:
   1. County-paid holidays.
   2. Sick leave to the extent that it does not exceed the greater of a.) 12 days per year, per position, or b.) the amount of leave accrued by an employee assigned to City during the time he or she has been assigned to City.
   3. Vacation leave to the extent it does not exceed an amount permitted by County to be accumulated by an employee at any one time.
   4. Training as mandated by the California Commission on Peace Officers Standards and Training (P.O.S.T.) or as mandated by Sheriff.
   5. Bereavement leave as authorized by County.
   6. Jury duty leave as authorized by County.
   7. Responses to mutual aid and natural or man-made disasters or emergencies, unless the County provides a replacement employee, in which case the City will pay for one employee.

B. A position unfilled for any period as a result of Workers' Compensation leave shall be considered on leave. A position unfilled for any period as a result of reassignment to another function within Sheriff's Department shall be considered vacant. The County will provide a credit to the City for the hours a position is vacant. The credit may be offset with overtime and reconciled at fiscal year-end.

C. The Sheriff shall not charge the City when an employee, usually assigned to the City, participates in specialized Sheriff services that are available throughout the County, including in City, in accordance with County Resolution No. 89-1160. If the Sheriff determines that overtime coverage of the employee's absence at City is required, the additional cost of such overtime will not be charged to the City.

Notwithstanding the above, in the event that County personnel provide services in response to mutual aid and natural or man-made disasters or emergencies and the County subsequently receives reimbursement for those services, the County will credit the reimbursement to the City.

3. Invoice: County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

4. Employee Bargaining: At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent

such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

5. Billing Policy: City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.

6. Late Penalties: County shall charge City late payment penalties in accordance with County Billing Policy.

7. Licensing Payments: As payment for the Licensing Services described in this Contract, County shall retain all fees paid by applicants for licenses pursuant to City ordinances. Retention of said fees by County shall constitute payment in full to County for costs incurred by County in performing the functions related to licensing; provided, however, that if any of said fees are waived or reduced by City, City shall pay to County the difference between the amount of fees retained by County and the fees that were set forth in the City's ordinances at the time this Contract was executed. If City increases the fee schedule for the licensing ordinances, either party shall have the right to seek amendment of this Contract with respect to the division of the increased fees between City and County.

8. Fees: Fees generated or collected by Sheriff contract personnel for response to false alarms or copying of documents related to the services provided in this Contract will be at County-established rates and will be credited to City on an annual basis. Narcotic asset forfeitures will be handled pursuant to Attachment G.

Revenue generated by City fees, including but not limited to the following, will be at rates established by City and will be retained by City:

a. Bicycle licensing
b. Fingerprinting
c. Visa letters
d. Report duplication
e. DUI cost recovery
f. Special police services

ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS
FY 2026-27

LEVEL OF SERVICE

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	$ 525,623	$ 525,623
SUPERVISION:				
Sergeant	Administrative	1.00	$ 425,954	$ 425,954
Sergeant	Patrol	1.00	$ 425,954	$ 425,954
Sergeant	Patrol	0.33	$ 425,954	$ 140,565
INVESTIGATION SERVICES:				
Investigator		2.00	$ 406,633	$ 813,266
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	16.00	$ 343,569	$ 5,497,104
Deputy Sheriff II -Motor	Traffic	2.00	$ 353,921	$ 707,842
ADDITIONAL SERVICES:				
Deputy Sheriff II	School Resource Officer	1.00	$ 343,569	$ 343,569
Community Services Officer	Parking Control	3.00	$ 180,398	$ 541,194
Sr. Emergency Mgt. Prog Coord.	Program Coordinator	1.00	$ 205,918	$ 205,918
TOTAL POSITIONS		**28.33**		**$ 9,626,989**

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost $
TRAFFIC:				
Sergeant	Traffic	0.60	8.20%	$ 22,079
Investigator	Traffic	1.00	8.20%	$ 29,490
Deputy Sheriff II	Traffic	3.00	8.20%	$ 99,865
Investigative Assistant	Traffic	2.00	8.20%	$ 31,311
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.08%	$ 5,468
Investigator	Auto Theft	2.00	4.08%	$ 34,143
Investigative Assistant	Auto Theft	1.00	4.08%	$ 7,845
Office Specialist	Auto Theft	1.00	4.08%	$ 5,843
DET:				
Sergeant	DET	1.00	5.76%	$ 30,282
Investigator	DET	1.00	5.76%	$ 26,194
COURTS:				
Investigative Assistant	Courts	2.00	12.25%	$ 43,802
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcyle Supervision	1.00	7.02%	$ 32,362
TOTAL REGIONAL/SHARED		**15.90**		**$ 368,684**

OTHER CHARGES AND CREDITS:

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four (2) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-one and a third (21.33) units; overtime; one (1) Motorcycle; patrol training cost allocation; premium pay for bilingual staff, on-call pay, education incentive pay; services and supplies; and transportation charges. Purchase of one (1) BMW motorcycle.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	**$ 2,117,184**
TOTAL COST OF SERVICES	**$ 12,112,857**

CITY OF LAGUNA HILLS

ORDINANCE NO. 92-6

LICENSING

BINGO GAME

BINGO OFFICIAL

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MASSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

RESOLUTION NO. 2024-09-10-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE CITY'S TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE, REPEALING RESOLUTION NO. 2021-10-12-5, AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8)

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

WHEREAS, the City of Laguna Hills contracts with the Orange County Sheriff's Department ("OCSD") for law enforcement services; and

WHEREAS, the OCSD has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues regarding driver licensing, vehicle registration, vehicle operation, and parking; and

WHEREAS, the OCSD operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of Laguna Hills) that contract with OCSD for law enforcement services; and

WHEREAS, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between the County and contract cities serves the public purpose of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, on June 13, 2000, the Laguna Hills City Council adopted Resolution No. 2000-06-13-1, which authorized OCSD to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County's fees as set forth in County Resolution No. 00-96; and

WHEREAS, the Board of Supervisors has directed the funds collected from the Traffic Violator Apprehension Program to be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

WHEREAS, the OCSD impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Vehicle registration is incorrect, falsified or expired by more than six months
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22651 (u)	Acting as a car dealer without a license or temporary permit
22651 (v)	Illegally letting stand a mobile billboard advertisement
22651 (w)	Second or subsequent violation of an ordinance
22655.3	Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
22655.5 (a)	Vehicle was used as the means of committing a public offense
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle

WHEREAS, Vehicle Code section 22850.5 authorizes the City Council, by resolution, to establish a fee equal to the administrative costs related to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, on November 17, 2020, the Orange County Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of $144.00 per removal; and

WHEREAS, on October 12, 2021, the City Council adopted an updated Traffic Violator Apprehension Program fee of $144.00 per removal; and

WHEREAS, on June 25, 2024, the Orange County Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of $174 per removal, and authorized the Sheriff to adjust the rate annually starting July 1, 2025 by an amount not to exceed the annual percentage change of the Los Angeles-Long Beach-Anaheim "all items" Consumer Price Index, provided that the amount does not exceed the actual costs to the Sheriff as determined by additional cost studies; and

WHEREAS, the City Council desires to update the Traffic Violator Apprehension Program fee to match the County and further desires for the Sheriff to continue to collect the fee on behalf of the City. Continuing with such a practice will ensure that persons whose vehicles are impounded, rather than the public as a whole, will bear the administrative costs of such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposed the following restrictions on the imposition of this administrative fee:

a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and
b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and
d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

WHEREAS, in addition to the limitations set forth above, it is also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a Notice of Public Hearing with respect to the proposed updated fee was given according to law and a Public Hearing with respect to the proposed updated was held on the 10th day of September 2024.

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 is authorized to continue to participate in the Orange County Sheriff's Department Traffic Violator Apprehension Program as part of the City's contract for law enforcement services with OCSD.

SECTION 3. Effective immediately, a fee of $174.00 shall be charged for the removal, impound, storage or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of the Vehicle Code provisions listed below:

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
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22651 (v)	Illegally letting stand a mobile billboard advertisement
22651 (w)	Second or subsequent violation of an ordinance
22655.3	Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
22655.5 (a)	Vehicle was used as the means of committing a public offense
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle

SECTION 4. The OCSD is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee. Effective July 1, 2025, and annually thereafter, the City's established fee shall administratively adjust by an amount not to exceed the annual percentage change of the Los Angeles-Long Beach-Anaheim "all items" Consumer Price Index, provided that the amount does not exceed the actual costs to the Sheriff as determined by additional cost studies. This will ensure the City fee matches the County fee.

SECTION 5. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 6. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the $174.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 8. The OCSD shall not impose the fee established herein in any of the following circumstances: a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted: b) when the vehicle was stolen; c) when the vehicle was left by an ill or injured drive; or d) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 9. A registered owner or an agent of a registered owner who believes they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the OCSD may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the OCSD, the Administrative Sergeant or their designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 10. The OCSD is directed to deposit the proceeds of the fee established herein into the Traffic Violator Fund and shall be used in conformance with the County's restrictions for the Traffic Violator Fund and with any applicable provisions set forth in the City's agreement with the OCSD for law enforcement services.

SECTION 11. The Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein

SECTION 12. The City Council finds that the adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code, which provide that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public

agency finds are for the purpose of meeting operating requirements. The City's approval of the Traffic Violator Apprehension Program fee is not designed to increase services, but rather it is designed to update the City's existing fee regulations to reflect and match the County's fee. Updating the City's Traffic Violator Apprehension Program fee will assist Police Services in meeting operating expenses associated with the removal, impoundment, and storage of vehicles, as authorized under the Vehicle Code, and does not undertake any activity that has the potential for causing a significant impact on the environment. In accordance with such determination, City Staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 13. City Council Resolution No. 2021-10-12-5 is hereby repealed and superseded by this Resolution.

PASSED, APPROVED AND ADOPTED this 10th day of September 2024.

DAVE WHEELER, MAYOR

ATTEST:

KAYLE MCDONALD, DEPUTY CITY CLERK

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

I, Kayle McDonald, Deputy City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-09-10-3 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10th day of September 2024, by the following vote:

AYES: Council Members Caskey, Heft, Pezold, Mayor Pro Tempore Sweeney, and Mayor Wheeler

NOES:

ABSENT:

ABSTAIN:

(SEAL)

KAYLE MCDONALD, DEPUTY CITY CLERK

ATTACHMENT F

ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM

REQUEST	**CONTRACT CITY**			
	Participating City Request to Purchase From the TVA in FY		Date	
	QUANTITY	**ITEM DESCRIPTION**	**APPLICABILTY TO TVA PROGRAM**	**ESTIMATED COST**
CERTIFICATION	THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM CITY MANAGER REQUEST: Printed Name _____ Signature: _____ DATE _____			
APPROVALS	**ORANGE COUNTY SHERIFF-CORONER DEPARTMENT**			
	Recommended For Approval			
	CITY POLICE SERVICES CHIEF		MANAGER – TVA PROGRAM	

OCSD
BUDGET
USE ONLY

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

CITY OF LAGUNA HILLS

FISCAL YEAR 2026-27

FINAL
April 10, 2026

Add: One (1) Motorcycle BMW R1300GS-P

Increase: OT amount for DSII by $38,000 and CSO by $12,000

Reduce: Vacancy Credit by $50,000

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)

			SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		SALARY	OVERTIME	POST PAY	BENEFITS	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
1	Captain		241,997	0	12,511	211,282	9,481	0	11,609	30,604	4,907	3,232	0	0	**525,623**
1	Administrative Sergeant		181,823	0	23,061	158,589	9,481	0	11,609	33,882	4,907	2,602	0	0	**425,954**
1.33	Patrol Sergeant		241,825	0	30,671	210,923	12,610	0	15,440	45,063	6,526	3,461	0	0	**566,519**
2	Investigator		317,878	0	28,608	276,074	18,962	0	23,218	134,312	9,814	4,400	0	0	**813,266**
16	DS II Patrol		2,318,848	0	149,296	2,010,704	151,696	0	185,744	570,960	78,512	31,344	0	0	**5,497,104**
2	DS II Motorcycle		303,056	0	18,662	258,674	18,962	0	23,218	71,370	9,814	4,086	0	0	**707,842**
1	DS II - School Resource Officer		144,928	0	9,331	125,669	9,481	0	11,609	35,685	4,907	1,959	0	0	**343,569**
24.33	**Subtotal Safety**		**$3,750,355**	**$0**	**$272,140**	**$3,251,915**	**$230,673**	**$0**	**$282,447**	**$921,876**	**$119,387**	**$51,084**	**$0**	**$0**	**$8,879,877**
3	Community Services Officer		219,552	0	0	153,939	28,443	0	34,827	101,646	0	2,787	0	0	**541,194**
1	Sr. Emergency Management Prog. Coordinator		115,571	0	0	64,758	9,481	0	11,609	3,031	0	1,468	0	0	**205,918**
4	**Subtotal Professional**		**$335,123**	**$0**	**$0**	**$218,697**	**$37,924**	**$0**	**$46,436**	**$104,677**	**$0**	**$4,255**	**$0**	**$0**	**$747,112**
28.33	**TOTAL STAFF**		**$4,085,478**	**$0**	**$272,140**	**$3,470,612**	**$268,597**	**$0**	**$328,883**	**$1,026,553**	**$119,387**	**$55,339**	**$0**	**$0**	**$9,626,989**
	REGIONAL / SHARED STAFF														
0.6	Traffic - Sergeant	8.20%	9,336	431	1,134	7,922	487	845	571	977	241	135	0	0	**22,079**
1	Traffic - Investigator	8.20%	13,031	0	1,173	11,317	811	0	952	1,628	402	176	0	0	**29,490**
3	Traffic - Deputy Sheriff II	8.20%	39,135	8,010	2,295	32,556	2,433	5,876	2,855	4,885	1,207	613	0	0	**99,865**
2	Traffic - Investigative Assistant	8.20%	13,424	229	0	10,774	1,596	0	1,904	3,215	0	169	0	0	**31,311**
0.3	Auto Theft - Sergeant	4.08%	2,321	107	282	1,970	118	210	142	224	60	34	0	0	**5,468**
2	Auto Theft - Investigator	4.08%	13,576	1,490	1,166	11,528	786	2,556	947	1,493	400	201	0	0	**34,143**
1	Auto Theft - Investigative Assistant	4.08%	3,245	269	0	2,691	387	0	473	736	0	44	0	0	**7,845**
1	Auto Theft - Office Specialist	4.08%	2,612	3	0	1,734	387	0	473	602	0	32	0	0	**5,843**
1	DET Sergeant	5.76%	11,184	3,280	1,329	9,552	453	0	669	3,335	283	197	0	0	**30,282**
1	DET Investigator	5.76%	9,751	2,459	824	8,257	453	0	669	3,335	283	163	0	0	**26,194**
2	Courts - Investigative Assistant	12.25%	19,795	890	0	16,151	2,322	0	2,843	1,545	0	256	0	0	**43,802**
1	Motorcycle Sergeant + MDC	7.02%	13,603		1,618	11,649	917	1,289	815	1,394	344	195	538	0	**32,362**
15.90	**Subtotal**		**$151,013**	**$17,168**	**$9,821**	**$126,101**	**$11,150**	**$10,776**	**$13,313**	**$23,369**	**$3,220**	**$2,215**	**$538**	**$0**	**$368,684**

CITY OF LAGUNA HILLS

FISCAL YEAR 2026-27

FINAL
April 10, 2026

Add: One (1) Motorcycle BMW R1300GS-P

Increase: OT amount for DSII by $38,000 and CSO by $12,000

Reduce: Vacancy Credit by $50,000

Share: Four (4) Sergeants with AV, LW (1/3 AV, 1/3 LH, 1/3 LW)

		SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	SALARY	OVERTIME	POST PAY	BENEFITS	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
	Overtime		787,833		53,657						10,005			**851,495**
	Estimate: Vacancy Credit											(251,003)		**(251,003)**
	Annual Leave (Pay Downs & Termination Pay)											75,588		**75,588**
	AB109 (2011 Public Safety Realignment)												(15,720)	**(15,720)**
	Body Worn Cameras (BWC) and In Car Video (ICV) Costs											175,104		**175,104**
	Contract Administration											36,297		**36,297**
	Data Line					5,584								**5,584**
	E-Citation Acquisition													**0**
2	E-Citation											5,285		**5,285**
	Enhanced Helicopter Response Services						41,839							**41,839**
	Facility Lease					94,514								**94,514**
	Holiday Pay: Comp & Straight Time											165,642		**165,642**
	Integrated Law & Justice Agency of Orange County											3,864		**3,864**
	Mobile Data Computers (MDC) - Acquisition													**0**
20.33	Mobile Data Computers (MDC) - Recurring/Replacement Costs											85,356		**85,356**
1	Motorcycle - BMW R13000GS-P											44,123		**44,123**
	Patrol Training Cost Allocation (FTB)									197,857				**197,857**
	Premium Pay											118,789		**118,789**
	Retirement Rate Discount (Expenses for Interest and Issuance)													**0**
	Retirement Rate Discount (Gross)													**0**
	Revenue/False Alarms												(21,469)	**(21,469)**
	Revenue/Training Reimbursement													**0**
	Revenue/Restitution Reimbursement													**0**
	Services & Supplies					93,469								**93,469**
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.						410,570							**410,570**
	Subtotal	**$0**	**$787,833**	**$0**	**$53,657**	**$193,567**	**$452,409**	**$0**	**$0**	**$197,857**	**$10,005**	**$459,045**	**($37,189)**	**$2,117,184**
	FY 2026-27 - FINAL CONTRACT TOTAL	**$4,236,491**	**$805,001**	**$281,961**	**$3,650,370**	**$473,314**	**$463,185**	**$342,196**	**$1,049,922**	**$320,464**	**$67,559**	**$459,583**	**($37,189)**	**$12,112,857**
	FY 2025-26 - FINAL CONTRACT TOTAL	**$4,278,002**	**$770,286**	**$285,142**	**$3,837,688**	**$437,190**	**$465,905**	**$314,864**	**$1,059,627**	**$284,424**	**$67,184**	**$365,096**	**($24,426)**	**$12,140,982**
		-0.97%	4.51%	-1.12%	-4.88%	8.26%	-0.58%	8.68%	-0.92%	12.67%	0.56%	25.88%	52.25%	-0.23%
		($41,511)	$34,715	($3,181)	($187,318)	$36,124	($2,720)	$27,332	($9,705)	$36,040	$375	$94,487	($12,763)	($28,125)

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant 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 $200,000 may use a streamlined procedure for bidding, but the contract must be awarded by City Council.

Attached is a list of public projects during the most recent quarter (for the period of

January 1 through March 31, 2026) 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 $136,983.36. 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: January 1 to March 31, 2026

City of Laguna Hills
Informal Bidding Ordinance: Quarterly Report of Negotiated Contracts - Paid Invoices
January 1 to March 31, 2026

Vendor/Invoices	Invoice No.	Date	Amount	Account No.	Description of Services
A-1 Fence Company	23704	2/20/2026	$10,145.00	100-355-720701 (Parks Maintenance & Repairs)	Replace mesh fence panels at the Community Center
Full Traffic Maintenance	46468	1/9/2026	$8,260.92	100-355-720401 (Public Works Other Maint)	Signage order for streets
Hardy & Harper, Inc.	51937	2/24/2026	$12,402.00	100-355-720401 (Public Works Other Maint)	Sidewalk repair and catch basin La Paz and Paseo de Valencia
Hardy & Harper, Inc.	51936	2/24/2026	$21,812.50	100-355-720401 (Public Works Other Maint)	Sidewalk improvements Vista Viejo and Bridlewood
Jamey Clark, Inc.	77458	2/5/2026	$8,975.00	100-355-720701 (Parks Maintenance & Repairs)	Mandeville Park drinking fountain replacement
Jamey Clark, Inc.	77624	3/18/2026	$6,117.50	100-355-720701 (Parks Maintenance & Repairs)	Beckenham Park repair rubber surfacing
Jamey Clark, Inc.	77640	3/25/2026	$7,059.83	100-355-720701 (Parks Maintenance & Repairs)	Skate Park concrete repairs
Nieves Landscape, LLC	83892	2/6/2026	$6,950.00	100-355-720700 (Landscape Maintenance)	Infield maintenance at baseball fields
Quickel Paving	129426	2/23/2026	$8,795.00	100-355-720701 (Parks Maintenance & Repairs)	Remove and replace sidewalk panels in Veeh Ranch Park
Ramon Total Roofing	25-1218	12/9/2025	$36,000.00	100-355-645-500 (Facilities and Maintenance)	Roofing work on westside section
Santa Margarita Plumbing, Heat & Air	16324-46968	2/11/2026	$10,465.61	100-355-645-500 (Facilities and Maintenance)	Valve replacement in dental office at Civic Center
		TOTAL	**$136,983.36**		

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Adoption of an Ordinance Authorizing the City Engineer to Mark Parallel Parking Spaces on City Streets, including Via Lomas.

Recommendation: That the City Council adopt Ordinance 2026-1 entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Adding Section 11-12.110 to Chapter 11-12 (Stopping, Standing, and Parking) of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code Concerning Parallel Parking Lines."

Background:

The Ordinance, introduced at the April 14, 2026, regular meeting, will add Section 11-12.110 to Chapter 11-12 (Stopping, Standing and Parking) of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code.

Fiscal Impact:

The estimated cost to install (paint) the T's is $5,000. This cost can be absorbed into the Public Works maintenance budget (100-355-720401).

Attachments:

1. Ordinance 2026-1 Parallel Parking Lines

ORDINANCE NO. 2026-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING SECTION 11-12.110 TO CHAPTER 11-12 (STOPPING, STANDING AND PARKING) OF TITLE 11 (VEHICLES AND TRAFFIC) OF THE LAGUNA HILLS MUNICIPAL CODE CONCERNING PARALLEL PARKING LINES

WHEREAS, California Vehicle Code Section 22502(a) generally requires parallel parking on a public roadway with adjacent curbs or class IV bikeways; and

WHEREAS, the marking of parallel parking spaces with white lines helps to ensure vehicles are parked in an orderly and efficient manner by minimizing large gaps between vehicles on public roadways; and

WHEREAS, pursuant to California Vehicle Code Section 22508(b), the City Council may, by ordinance, authorize the marking of parallel parking spaces with white lines on public roadways.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Section 11-12.110 is hereby added to Chapter 11-12 (Stopping, Standing and Parking) of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code to read as follows:

11-12.110 Parallel Parking Lines.

A. The City Engineer may establish, designate and maintain parking spaces on any public street where parallel parking is required by the Vehicle Code, by marking white lines upon the surface of such roadway or portion thereof when the City Engineer determines that such lines would facilitate the parking of vehicles or alleviate a hazardous condition. When such white lines have been placed no person shall stop, stand, or park a vehicle outside of the rectangular space indicated by such lines and the curb or edge of the street.

B. Whenever the City Engineer upon the basis of a traffic engineering investigation finds that the conditions, because of which white lines were placed as provided in subsection A of this section, no longer exist, the City Engineer shall remove such white lines from such public street or portion thereof.

SECTION 3. Publication; Effective Date. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk. This Ordinance shall take effect 30 days after its adoption.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026,.

_____
DON CASKEY, MAYOR

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK

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

I, Karen Hamman, Interim City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2026-1 was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 14th day of April, 2026, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the _____ day of _____ 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
KAREN HAMMAN, INTERIM CITY CLERK
Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

Karen Hamman, being first duly sworn, deposes and says that she is the duly appointed and qualified Interim City Clerk of the City of Laguna Hills; that in compliance with State Laws of the State of California, ORDINANCE NO. 2026-1, being:

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING SECTION 11-12.110 TO CHAPTER 11-12 (STOPPING, STANDING AND PARKING) OF TITLE 11 (VEHICLES AND TRAFFIC) OF THE LAGUNA HILLS MUNICIPAL CODE CONCERNING PARALLEL PARKING LINES

was published in summary in the Saddleback Valley News on the 23rd day of April, 2026, and on the _____ day of May, 2026; and was, in compliance with City Resolution No. 2025-09-23-1, and by the 17th day of April, 2026, and the ____ day of April, 2026, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

_____
KAREN HAMMAN, INTERIM CITY CLERK
Laguna Hills, California

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
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	RZNE-0014-2026
Project Location	Citywide
Project Description	No Net Loss – review and rezone of properties to ensure the City maintains sufficient capacity to accommodate the City's remaining RHNA by income level.
Applicant	N/A
Project Planner	Jennifer Lowe, Community Development Director
Status	As of February 24, 2026, the remaining sites designated in the 6th Cycle Housing Element no longer had sufficient capacity to accommodate the City's remaining RHNA by income level. The City Council held Study Session #1 on April 1, 2026, to discuss

	potential sites for rezoning. City staff and consultant, De Novo Planning Group, was directed to further evaluate the sites within the City to determine feasibility in accordance with HCD requirements and developability. A second study session will be scheduled as soon as possible.

Case Number	USE-0255-2026 (SDP/CUP)
Project Location	23293 South Pointe Drive
Project Description	Request for a conditional use permit to establish a private high school in Plaza Pointe Center.
Applicant	Daniel Ho, on behalf of Ronald Reagan Secondary School
Project Planner	Talia Markison, Assistant Planner
Status	This project was formally submitted on February 17, 2026. On March 17, 2026, staff notified the applicant that the application was determined to be incomplete. Staff reviewed the entire application for consistency with applicable development standards. Staff is continuing to work with the Applicant on various aspects of the application. This item will be scheduled for public hearing when ready.

Case Number	USE-0254-2026 (SDP/CUP)
Project Location	23000 Lake Forest Drive
Project Description	Request for a site development permit and conditional use permit to demolish a vacant restaurant building and construct a new self-service car wash.
Applicant	Quick Quack Car Wash Donald Shiveley, on behalf of UB Properties Series 2, LLC
Project Planner	Talia Markison, Assistant Planner
Status	This project was formally submitted on February 9, 2026. On March 11, 2026, staff notified the applicant that the application was determined to be incomplete. Staff reviewed the entire application for consistency with applicable development standards. Staff is continuing to work with the Applicant on

	various aspects of the application. This item will be scheduled for public hearing when ready.

Case Number	USE-0250-2025 (CUP)
Project Location	25226 Cabot Road
Project Description	Request for conditional use permit to establish a veterinary hospital within the Moulton Ranch Center.
Applicant	Shawn Zuo, on behalf of Alliance Vet
Project Planner	Talia Markison, Assistant Planner
Status	This project was formally submitted on December 27, 2025. On January 22, 2026, staff notified the applicant that the application was determined to be incomplete. Staff reviewed the entire application for consistency with applicable development standards. This item will be scheduled for public hearing when ready.

Case Number	USE-0239-2025 (SPA/TTM/SDP/CUP/MSP/PP/PUP/DA)
Project Location	24155 Laguna Hills Mall
Project Description	Request for major modifications to the previously approved land use entitlements granted in 2022 for the Village at Laguna Hills development.
Applicant	MGP Fund X Laguna Hills, LLC David Geiser, on behalf of Merlone Properties
Project Planner	Gena Guisar and Leila Carver, Contract Planners
Status	After the City Council directed staff on August 26, 2025, to initiate review of the development application, the application for the project was accepted by staff on September 29, 2025. The application is under review concurrently with the Village at Laguna Hills ("VALH") Ad Hoc Committee and City's Special Counsel continued engagement with the Applicant regarding the Development Agreement. Updates regarding the status of the project will be presented to the City Council by the VALH Ad Hoc

	Committee. This item will be scheduled for public hearing when ready.

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 Wuu, 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. The statute of limitations for filing an appeal has passed. Staff is currently awaiting a withdrawal of the Application.

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 Wuu, 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.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Alicia Parkway Regional Traffic Signal Synchronization Project (RTSSP) Cooperative Agreement

Recommendation: That the City Council authorize the Mayor to sign the "Cooperative Agreement by and between the City of Laguna Niguel, and the Cities of Aliso Viejo, Laguna Hills, and Mission Viejo for the Alicia Parkway Regional Traffic Signal Synchronization Program Project."

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 November 14, 2023, the City Council authorized City staff to submit a joint-application with the cities of Laguna Niguel, Aliso Viejo, Mission Viejo to the Orange County Transportation Authority titled the "Alicia Parkway Regional Traffic Signal Synchronization Project" for signals on Alicia Parkway. The Resolution is attached. The traffic signals included in the grant application include all traffic signals in Laguna Hills from Ramona Street to Interstate 5.

The grant application was successful. In Spring 2024, OCTA funded the Alicia Parkway RTSSP, from Rustic Oak in Mission Viejo to Crown Valley Parkway in Laguna Niguel. The project corridor is approximately 10.5 miles long and spans four agencies, crossing both the 1-5 freeway and the SR-73 toll road, and includes 60 traffic signals, 9 of which are located in Laguna Hills. A vicinity map is attached. The project is currently in the design

phase.

This project aims to replace failing traffic signal detection cameras, and install vehicle radar detection, signal controller upgrades, fiber optic communication, emergency vehicle preemption, battery back-ups and miscellaneous traffic signal support equipment.

Now, Laguna Hills needs to execute a Cooperative Agreement with the City of Laguna Niguel, as the project lead, to implement the project. Signatory names will be updated during the Agreement electronic routing execution process.

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 approximate costs of the project are shown below:

Portion of OCTA RTSSP Grant Assigned to Laguna Hills:	$675,627
Laguna Hills Cash Match Cost Share:	$162,027
Laguna Hills In-Kind Services Cost Share:	$6,880
Total Laguna Hills Project:	$844,534

The combined total of the Laguna Hills' cash match and in-kind services cost shares represent 20% of the total portion of the project located within Laguna Hills.

Attachments:

1. Alicia Parkway RTSSP Cooperative Agreement
2. City Council Resolution No. 2023-11-14-3
3. Vicinity Map

COOPERATIVE AGREEMENT

BY AND BETWEEN

THE CITY OF LAGUNA NIGUEL

AND

THE CITIES OF ALISO VIEJO, LAGUNA HILLS, AND MISSION VIEJO

FOR THE

ALICIA PARKWAY REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM PROJECT

This Alicia Parkway Regional Traffic Signal Synchronization Program Project Cooperative Agreement ("AGREEMENT") is entered into as of _____, 2026 ("Effective Date") by and between the CITY OF LAGUNA NIGUEL, hereinafter referred to as "LAGUNA NIGUEL", and the Cities of Aliso Viejo, Laguna Hills, and Mission Viejo, hereinafter referred to as "ALISO VIEJO", "LAGUNA HILLS", AND "MISSION VIEJO" respectively, jointly referred to as "AGENCIES". LAGUNA NIGUEL and AGENCIES are sometimes referred to herein individually as a "PARTY" or collectively as the "PARTIES".

RECITALS:

WHEREAS, Alicia Parkway between Rustic Oak and Crown Valley Parkway, is geographically located in the Cities of Laguna Niguel, Aliso Viejo, Laguna Hills, and Mission Viejo; and

WHEREAS, Alicia Parkway between Rustic Oak and Charlinda Drive is maintained by MISSION VIEJO; and

WHEREAS, Alicia Parkway between Interstate 5 Northbound Off-Ramp and Interstate 5 Southbound Off-Ramp is maintained by the State of California, hereinafter referred to as "STATE" or "CALTRANS"; and

WHEREAS, Alicia Parkway between Paseo De Alicia-Hon Avenue and Ramona Street is maintained by LAGUNA HILLS; and

WHEREAS, Alicia Parkway between Holly Oak and Pacific Park Drive is maintained by ALISO VIEJO; and

WHEREAS, Alicia Parkway between Marketplace North and Crown Valley Parkway is maintained by LAGUNA NIGUEL; and

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

WHEREAS, LAGUNA NIGUEL and AGENCIES are committed to implementing multi-jurisdictional signal synchronization to enhance countywide traffic flow and reducing congestion; and

WHEREAS, LAGUNA NIGUEL has been awarded Project P funds based on the application ("APPLICATION") prepared by LAGUNA NIGUEL for the implementation of signal synchronization of traffic signals along the Alicia Parkway Corridor between Rustic Oak and Crown Valley Parkway (hereinafter, "PROJECT"); and

WHEREAS, LAGUNA NIGUEL and AGENCIES will provide matching funds as required by the Orange County Comprehensive Transportation Funding Programs; and

WHEREAS, LAGUNA NIGUEL agrees to act as the lead agency for design, construction and management of PROJECT; and

WHEREAS, the PROJECT will include forty (40) traffic signals along Alicia Parkway, between Rustic Oak and Crown Valley Parkway, and located in the Cities of Laguna Niguel, Aliso Viejo, Laguna Hills, and Mission Viejo. Additionally, twenty-two (22) offset signalized intersections are included, for a total of sixty-two (62) signals, as shown in Attachment A; and

WHEREAS, the PROJECT will include Intelligent Transportation System (ITS) elements identified in the Application and other associated systems ("ITS Elements"), that will be constructed and/or installed and implemented as part of the PROJECT; and

WHEREAS, the PROJECT Scope of Work also includes the ongoing monitoring and maintenance of the coordinated signal system's operation, including system communication/detection upkeep, for two years; and

WHEREAS, LAGUNA NIGUEL agrees to work with AGENCIES to coordinate the inclusion of other ITS elements that must be installed before or at the same time as the construction of the PROJECT and are not part of this Agreement; and

WHEREAS, all costs associated with the inclusion of these other elements, if any, are the sole responsibility of the PARTY owning each and any of those other elements; and

WHEREAS, LAGUNA NIGUEL and each respective PARTY acknowledge and understand that in-house resources (staff hours) from PARTY will provide various services for the PROJECT per the Application; and

WHEREAS, LAGUNA NIGUEL and each respective PARTY acknowledge and understand that PROJECT costs for various types of additional work required by each respective PARTY may not have been included in the original application and therefore those costs are not included in the PROJECT allocation; and

WHEREAS, LAGUNA NIGUEL and each respective PARTY agree that these additional costs will be paid by the PROJECT only with written approval by LAGUNA NIGUEL, which may result in additional dollar match; and

WHEREAS, LAGUNA NIGUEL agrees to implement the PROJECT as referenced on the Application; and

WHEREAS, the PARTIES desire to enter into this Agreement to implement the PROJECT in support of Project P as part of M2; and

WHEREAS, the PARTIES agree to contribute the share of the PROJECT as set forth in the Application, shown in Attachment B and incorporated herein by reference; and

WHEREAS, in the event the cost of the PROJECT exceeds the estimates as submitted in the Application prepared by LAGUNA NIGUEL, the PARTIES agree to meet and determine revisions to the PROJECT to satisfy the budget(s) or revised funding proposal(s) by the PARTIES, which shall be documented and submitted in writing as an amendment to the Agreement. Any cost overruns shall be the financial responsibility of the jurisdiction where the work improvement occurs or as the case may be, causes the required improvement; and

WHEREAS, this Cooperative Agreement "AGREEMENT" defines the roles, specific terms, conditions and responsibilities between LAGUNA NIGUEL and AGENCIES; and

WHEREAS, the City of ALISO VIEJO's City Council approved this AGREEMENT on the _____ day of _____, 2026; and

WHEREAS, the City of LAGUNA HILLS's City Council approved this AGREEMENT on the _____ day of _____, 2026; and

WHEREAS, the City of MISSION VIEJO's City Council approved this AGREEMENT on the _____ day of _____, 2026; and

WHEREAS, the City of LAGUNA NIGUEL's City Council approved this AGREEMENT on the _____ day of _____, 2026; and

AGREEMENT

NOW, THEREFORE, it is mutually understood and agreed by LAGUNA NIGUEL and AGENCIES as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This AGREEMENT, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between LAGUNA NIGUEL and AGENCIES concerning the PROJECT and it supersedes all prior representations, understandings and communications between the PARTIES. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of other term(s) or condition(s) of the AGREEMENT. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. LAGUNA NIGUEL's failure to insist on any instance(s) of AGENCIES' performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver or relinquishment of LAGUNA NIGUEL's right to such performance or to future performance of such term(s) or condition(s), and AGENCIES' obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon LAGUNA NIGUEL except when specifically confirmed in writing by an authorized representative of LAGUNA NIGUEL by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. AGENCIES' failure to insist on any instance(s) of LAGUNA NIGUEL'S performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AGENCIES' right to such performance or to future

performance of such term(s) or condition(s), and LAGUA NIGUEL's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AGENICES except when specifically confirmed in writing by an authorized representative of AGENCIES by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the subjects and PROJECT addressed herein. Both LAGUNA NIGUEL and AGENCIES agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. RESPONSIBILITIES OF LAGUNA NIGUEL

LAGUNA NIGUEL as the Lead Agency agrees to the following responsibilities for the implementation of the PROJECT:

A. LAGUNA NIGUEL shall serve as lead agency for design, construction and construction management of PROJECT and shall provide oversight by establishing PROJECT milestones and overseeing the PROJECT development to ensure compliance with all standards and requirements set forth in this AGREEMENT.

B. LAGUNA NIGUEL shall be responsible for completing the PROJECT in accordance with the funding guidelines and any and all other federal, state, and Orange County Transportation Authority (OCTA) requirements related to these funding programs, as well as any and all applicable statutes and regulations including, but not limited to, bidding laws, prevailing wage and other labor laws, provisions of the California Building Standards Code, and the California Environmental Quality Act (CEQA) and the Guidelines thereunder.

C. LAGUNA NIGUEL shall provide AGENCIES with a copy of all design documents for AGENCIES' approval of work to be performed in AGENCIES' jurisdictions prior to LAGUNA NIGUEL advertising for bids.

D. LAGUNA NIGUEL shall provide staff, consultants, and contractors deemed necessary and appropriate to manage, administer, coordinate and oversee engineering design and construction management of the PROJECT. LAGUNA NIGUEL shall require

all such consultants and contractors to obtain and maintain comprehensive general liability, automobile liability, workers' compensation and employers' liability, and professional liability insurance policies meeting the applicable requirements of the Consultant Contract and Bidders Specifications for the PROJECT and to indemnify, defend and hold each of the AGENCIES and their respective elected officials, officers, employees, agents and volunteers ("Indemnitees") free and harmless, including payment of attorneys' and experts' fees, with respect to any and all claims and liabilities of any kind arising out of each such contractor's acts or omissions in the performance of work on the PROJECT, to the maximum extent permitted by law. LAGUNA NIGUEL shall require all such contractors to name the Indemnitees as additional insureds on all commercial general and automobile liability policies required by LAGUNA NIGUEL for the PROJECT.

E. The budget for the PROJECT is Three Million Seven Hundred Thirty-Eight Thousand Two Hundred Seventy-Four Dollars And Thirteen Cents ($3,738,274.13). Two Million Nine Hundred Ninety Thousand Six Hundred Nineteen Dollars And Thirty Cents ($2,990,619.30) is funded by the OCTA Project P/Regional Traffic Signal Synchronization Program. Minimum PROJECT matching funds of twenty percent (20%) amount to Seven Hundred Forty-Seven Thousand Six Hundred Fifty-Four Dollars And Eighty-Three Cents ($747,654.83). LAGUNA NIGUEL's share of the match amounts to Two Hundred Twelve Thousand Nine Hundred Thirty-Two Dollars And Fifty Cents ($212,932.50), including up to Twelve Thousand Ninety Dollars And Zero Cents ($12,090.00) of in-kind services. Documentation of LAGUNA NIGUEL'S in-kind services, such as administrative services, shall meet OCTA Comprehensive Transportation Funding Program (CTFP) Guidelines.

F. LAGUNA NIGUEL shall maintain coordination with AGENCIES for construction of the PROJECT.

G. LAGUNA NIGUEL specifically shall coordinate construction activity for the PROJECT within AGENCIES and provide a schedule of the construction activity for the PROJECT within AGENCIES that is acceptable to AGENCIES. In the event of planned street closures, LAGUNA NIGUEL shall provide prior notice to, and receive approval from, the responsible AGENCY, prior to the execution of the street closure.

H. LAGUNA NIGUEL shall require AGENCIES and its officers and employees to be named as additional insured on the construction contractors' liability insurance policies.

I. LAGUNA NIGUEL shall collect manual intersection turning movement and automated machine traffic counts for the Caltrans-owned locations of Interstate 5 Northbound Off-Ramp and Interstate 5 Southbound Off-Ramp.

J. LAGUNA NIGUEL shall implement required signal improvements at the locations set forth in the Application.

K. LAGUNA NIGUEL shall implement the PROJECT based on the intent of the usage in the Application, prepared by LAGUNA NIGUEL in accordance with the policies and procedures contained in the CTFP Guidelines.

L. LAGUNA NIGUEL shall provide formats, templates, and guidance in reporting requirements as described in the CTFP Guidelines.

M. LAGUNA NIGUEL shall manage, procure, implement, and complete all aspects of the PROJECT as identified in the Application.

N. LAGUNA NIGUEL shall cooperate with the OCTA and coordinate outreach efforts for the Primary Implementation (design and construction) phase of the PROJECT.

O. LAGUNA NIGUEL shall prepare a Project Final Report (Measure M2 Ordinance No. 3, Section B.III.9) for the PROJECT. LAGUNA NIGUEL shall provide the Project Final Report for the PROJECT to AGENCIES in draft and final formats for comment, and comments shall be noted in the final study and incorporated as mutually agreed by all PARTIES.

P. LAGUNA NIGUEL shall provide ongoing maintenance and operation of optimized signal timing after the Primary Implementation phase of the PROJECT is completed and to continue such maintenance until the end of the three (3) year grant period.

P. LAGUNA NIGUEL shall provide updates to AGENCIES on the PROJECT as part of the semi-annual review process until completion of the three (3) year grant period for the PROJECT. Documents to be provided include, but are not limited to, contracts pertinent to the PROJECT and purchase orders pertinent to the PROJECT.

Q. LAGUNA NIGUEL shall invoice AGENCIES for dollar match amounts due as identified in Attachment B, at the end of each phase.

ARTICLE 4. RESPONSIBILITIES OF AGENCIES

AGENCIES agree to the following responsibilities:

A. AGENCIES shall be responsible for providing the required documentation and funding commitments for PROJECT implementation on the STATE portions of Alicia Parkway within their respective geographical jurisdictions.

B. AGENCIES shall remit to LAGUNA NIGUEL within thirty (30) calendar days of receipt of an acceptable invoice, the PROJECT matching funds as required by the Orange County Comprehensive Transportation Funding Programs.

a. ALISO VIEJO'S share of the minimum twenty percent (20%) PROJECT match amounts to Fifty-Four Thousand Three Hundred Six Dollars And Forty-Seven Cents ($54,306.47).
b. LAGUNA HILLS' share of the minimum twenty percent (20%) PROJECT match amounts to One Hundred Fifty-Nine Thousand Six Dollars And Eighty-Six Cents ($162,026.86), including up to Six Thousand Eight Hundred Eighty Dollars And Zero Cents ($6,880.00) of in-kind services.
c. MISSION VIEJO'S share of the minimum twenty percent (20%) PROJECT match amounts to Two Hundred Eighty-Three Thousand Two Hundred Ninety-Nine Dollars And Zero Cents ($283,239.00), including up to Sixteen Thousand One Hundred Eighty Dollars And Zero Cents ($16,180.00) of in-kind services.

Documentation of AGENCIES' in-kind services, such as administrative or construction inspection services, shall meet OCTA CTFP Guidelines.

C. At no cost to LAGUNA NIGUEL, AGENCIES shall provide LAGUNA NIGUEL with current intersection, local field master and/or central system timing plans and related data no later than thirty (30) calendar days subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) calendar days of the event.

D. At no cost to LAGUNA NIGUEL, AGENCIES shall provide to LAGUNA NIGUEL appropriate documents to utilize in the design and construction of infrastructure

required to implement the desired coordinated and synchronized system and operations no later than thirty (30) calendar days subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) calendar days of the update.

E. AGENCIES shall waive all costs and fees related to any and all AGENCIES required encroachment and inspection permits required by the AGENCY for the construction phase of the PROJECT.

F. At no cost to LAGUNA NIGUEL, AGENCIES shall be responsible for coordinating the construction and/or installation of traffic control elements and other items within AGENCIES' own jurisdictions that are not requested by the AGENCIES and are NOT a part of the PROJECT Scope of Work but, by necessity, must be built concurrent with the PROJECT.

G. In the event of an unanticipated cost overrun, LAGUNA NIGUEL shall meet with all AGENCIES to resolve the cost overrun. Should the PARTIES be unable to come to a resolution of the cost overrun, the AGREEMENT will terminate.

H. AGENCIES shall provide a technical representative to meet and participate as a member of the PROJECT'S Traffic Forums.

I. AGENCIES shall authorize LAGUNA NIGUEL to manage, procure, implement, and complete all aspects of the PROJECT.

J. AGENCIES shall support the PROJECT'S implementation within the timeframe outlined in the Application and consistent with the CTFP Guidelines adopted by OCTA.

K. AGENCIES shall provide LAGUNA NIGUEL all current intersection as-built drawings, all current intersections controller assembly plans as provided by the manufacturer and modified by Party since original installation, local field master, local controller, and Advanced Traffic Management System timing plans and other ITS related data upon request.

L. AGENCIES shall provide updates to LAGUNA NIGUEL on the PROJECT as part of the semi-annual review process until completion of the three (3) year grant period for the PROJECT. Documents to be provided include, but are not limited to, payroll records, contracts pertinent to the PROJECT, and purchase orders pertinent to the

PROJECT.

M. AGENCIES shall provide LAGUNA NIGUEL with a combined dollar and in-kind services match, totaling at least twenty percent (20%) of actual PROJECT costs. The Application estimate this amount to be as shown in Attachment B. PARTIES shall work with LAGUNA NIGUEL to address and mitigate budget impacts. Failure to provide local dollar match and/or evidence of in-kind services match may result in the ineligibility of future participation in competitive funding opportunities.

N. AGENCIES shall provide payment for the dollar match to LAGUNA NIGUEL within thirty (30) calendar days of receipt of an invoice

O. AGENCIES shall provide documentation of conformance as part of the semi-annual review process or as requested by LAGUNA NIGUEL, or agents of LAGUNA NIGUEL, if included an in-kind services match, as identified in Attachment B.

P. AGENCIES shall waive all cost and fees related to any and all permits that may be required of the consultant, subconsultants, and/or service or equipment providers, if such permits are required to perform any PROJECT related work within its jurisdiction

Q. To review and approve in writing the traffic synchronization signal PS&E package within the respective jurisdiction within ten working days of receipt.

ARTICLE 5. MUTUAL RESPONSIBILITIES OF THE PARTIES

The PARTIES agree to the following mutual responsibilities:

A. The PARTIES shall cooperate and coordinate their staff, contractors and consultants, in providing the services and responsibilities required under this AGREEMENT to the extent practicable with respect to the performance of the PROJECT.

B. The PARTIES agree to work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this AGREEMENT.

C. The PARTIES shall be responsible for obtaining required STATE permits for requested improvements for their agency's jurisdiction that are a part of the PROJECT Scope of Work on the STATE portions of Alicia Parkway within their respective

geographic jurisdictions.

D. This AGREEMENT may only be modified or amended upon written agreement of all PARTIES. All modifications, amendments, changes and revisions of this AGREEMENT in whole or in part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the PARTIES. No waiver of any term or conditions of this AGREEMENT shall be a continuing waiver thereof.

E. Applicable Laws and Regulations: This AGREEMENT shall be governed by all applicable federal, state and local laws and regulations. The PARTIES warrant that in the performance of this AGREEMENT, each shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under.

F. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been received three (3) business days after deposit in the U.S. Mail. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given are as follows:

City of Laguna Niguel – Lead Agency
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

Attention: Jason Jung
Principal Civil Engineer
Tel: (949) 362-4317
Email: jjung@cityoflagunaniguel.org

City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656

Attention: Shaun Pelletier
TITLE: Public Works Director/City Engineer
Tel: (949) 425-2533
Email: spelletier@avcity.org

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

Attention: Joe Ames
TITLE: Assistant City Manager
Tel: (949) 707-2655
Email: james@lagunahillsca.gov

City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691

Attention: Mario Gutierrez
TITLE: Transportation Engineer, Traffic
Tel: (949) 470-3068
Email: mgutierrez@cityofmissionviejo.org

ARTICLE 6. DELEGATED AUTHORITY

The actions required to be taken by AGENCIES in the implementation of this Agreement are delegated to its City Manager, Director of Public Works, or designee, and the actions required to be taken by LAGUNA NIGUEL in the implementation of this Agreement are delegated to its City Manager, Director of Public Works, or designee. AGENCIES acknowledges this designation of authority is authorized under their respective local rules and regulations.

ARTICLE 7. AUDIT AND INSPECTION

LAGUNA NIGUEL and AGENCIES shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, AGENCIES shall permit the authorized representatives of the LAGUNA NIGUEL to inspect and audit all work, materials, payroll, book, accounts, and other data and records of AGENCIES for a period or five (5) years after final payment, final closeout, or until any on-going audit is completed, whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of the LAGUNA NIGUEL'S payment of consultant's final billing (so noted on the paid invoice) under this Agreement.

LAGUNA NIGUEL shall have the right to reproduce any such books, records, and accounts, The above provision with respect to audits shall extend to and/or be included in contracts with AGENCIES' contractor.

ARTICLE 8. INDEMNIFICATION

A. To the fullest extent permitted by Law, AGENCIES shall defend (at AGENCIES' sole cost and expense with legal counsel reasonably acceptable to LAGUNA NIGUEL), indemnify, protect, and hold harmless LAGUNA NIGUEL, and its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgements, 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 (AGENCIES employees included), for damage to property, including property owned by LAGUNA NIGUEL, or from any violation of any federal, state, or local law or ordinance, alleged to

be caused by the negligent acts, omissions or willful misconduct of AGENCIES its officers, directors, employees or gents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, LAGUNA NIGUEL shall defend (at LAGUNA NIGUEL'S sole cost with legal counsel reasonably acceptable to AGENCIES), indemnify protect, and hold harmless AGENCIES, including their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any an all liabilities, actions, suits, claims, demands, losses, costs, judgements, 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 deaths by AGENCIES, or from any violation of federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of LAGUNA NIGUEL, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 9. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall continue in full force and effect through June 30, 2028.

B. Amendment: This Agreement may be extended or amended at the mutual consent of all Parties hereto. No amendment shall have any force or effect unless executed in writing and approved as to form by AGENCIES' City Attorney and the City Attorney for LAGUNA NIGUEL.

C. Termination: In the event any Party defaults in the perform of their respective obligations under this agreement of breaches any of the provisions of the Agreement, a non-default in Party(s) shall have the option to terminate the Agreements upon thirty (30) calendar days prior written notice to the Party in default

D. Termination for Convenience: Any party may terminate this Agreement for convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for convenience to the other Party

E. The Parties shall comply with all applicable federal, state and local laws,

statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

F. Legal Authority: The Parties hereto consent that they are authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

G. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same Agreement. Facsimile signatures will be permitted.

I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by any Party without the prior written consent of the other Party hereto in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one (1) assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement. Any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

K. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party

L. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants

or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

M. Disputes: The Parties agree to work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this Agreement.

N. Obligations to Comply with Law: Nothing herein shall be deemed or construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

O. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed to the contacts noted in Article 5, Paragraph E.

(Signature Page Follows)

This Agreement shall be made effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date of the last signature below.

CITY OF LAGUNA NIGUEL

By:

Gene Johns, Mayor

Dated:

CITY OF LAGUNA HILLS

By:

Don Caskey, Mayor

Dated:

ATTEST:

By:

Marissa J. Asistin, City Clerk

Dated:

ATTEST:

By:

Jennifer Lee, City Clerk

Dated:

APPROVED AS TO FORM:

By:

Scott C. Smith, City Attorney

Dated:

APPROVED AS TO FORM:

By:

Gregory E. Simonian, City Attorney

Dated:

The following two pages provide a comprehensive snapshot of the project across all agencies. In the subsequent sections, tables are presented for each individual agency.

COOPERATIVE AGREEMENT
2024 ALICIA PARKWAY RTSSP PROJECT
ATTACHMENT B

ESTIMATED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	PI	O & M	PI	O & M	PI	O & M
City of Aliso Viejo	$49,606.47	$4,700.00			$49,606.47	$4,700.00
	$54,306.47		**$0.00**		**$54,306.47**	
City of Laguna Hills	$155,426.86	$6,600.00	$4,080.00	$2,800.00	$159,506.86	$9,400.00
	$162,026.86		**$6,880.00**		**$168,906.86**	
City of Laguna Niguel	$198,562.50	$14,370.00	$8,600.00	$3,490.00	$207,162.50	$17,860.00
	$212,932.50		**$12,090.00**		**$225,022.50**	
City of Mission Viejo	$268,999.00	$14,240.00	$5,980.00	$10,200.00	$274,979.00	$24,440.00
	$283,239.00		**$16,180.00**		**$299,419.00**	
TOTAL MATCH	**$670,514,83**	**$38,030.00**	**$18,660.00**	**$16,490.00**	**$689,174.83**	**$54,520.00**
	$712,504.83		**$35,150.00**		**$747,654.83**	

**In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH DISTRIBUTION
City of Aliso Viejo	General Funds	$54,306.47
City of Laguna Hills	General Funds	$162,026.86
City of Laguna Niguel	General Funds	$212,932.50
City of Mission Viejo	General Funds	$283,239.00
TOTAL CASH MATCH:		**$712,504.83**

B. In-Kind Services

i. Specific Improvements (List Items and Cost):

AGENCY	IMPROVEMENT	DATE OF CONSTRUCTION	EXPENDITURE
N/A			
TOTAL FOR SPECIFIC IMPROVEMENTS (i):			**N/A**

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
City of Laguna Hills	Traffic Engineer	Project Admin, Signal Timing & Design Review, Implementation & Operation	30	$100	$3,000.00
	PW Inspector	Project Inspection	12	$90	$1,080.00
	Traffic Systems Specialist (On-Call Team)	Signal Timing, Design Review, Implementation & Operations	10	$115	$1,150.00
	Information Technology Manager	System Integration	10	$100	$1,000.00
	Information Technology Specialist	System Integration	10`	$65	$650.00
Total for City of Laguna Hills:					***$6,880.00***
City of Laguna Niguel	Traffic Engineer	Project Admin, Signal Timing & Design Review, Implementation & Operation	50	$100	$5,000.00
	Public Works Inspector	Project Inspection	40	$90	$3,600.00
	Traffic Systems Specialist (On-Call Team)	Signal Timing, Design Review, Implementation & Operations	16	$115	$1,840.00
	Information Technology Manager	System Integration	10	$100	$1,000.00
	Information Technology	System Integration	10	$65	$650.00

	Specialist				
				Total for City of Laguna Niguel:	***$12,090.00***
City of Mission Viejo	Traffic Engineer	Project Admin, Signal Timing & Design Review, Implementation & Operation	60	$100	$6,000.00
	Transportation Analyst	Project Admin, Signal Timing & Design Review, Implementation & Operation	60	$70	$4,200.00
	PW Inspector	Project Inspection	24	$90	$2,160.00
	Traffic Systems Specialist (On-Call Team)	Signal Timing, Design Review, Implementation & Operations	16	$115	$1,840.00
	Information Technology Manager	System Integration	12	$100	$1,200.00
	Information Technology Specialist	System Integration	12	$65	$780.00
				Total for City of Mission Viejo:	***$16,180.00***
				TOTAL STAFFING COMMITMENT (ii):	***$35,150.00***

TOTAL IN-KIND MATCH* (i + ii):	***$35,150.00***

***Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

Begin Aliso Viejo's version of Attachment B

COOPERATIVE AGREEMENT
2024 ALICIA PARKWAY RTSSP PROJECT
ATTACHMENT B

ESTIMATED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	PI	O & M	PI	O & M	PI	O & M
City of Aliso Viejo	$49,606.47	$4,700.00			$49,606.47	$4,700.00
	$54,306.47		**$0.00**		**$54,306.47**	

**In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH DISTRIBUTION
City of Aliso Viejo	General Funds	$54,306.47

B. In-Kind Services

i. Specific Improvements (List Items and Cost):

AGENCY	IMPROVEMENT	DATE OF CONSTRUCTION	EXPENDITURE
N/A			
TOTAL FOR SPECIFIC IMPROVEMENTS (i):			**N/A**

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**

***Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

Begin Laguna Hills' version of Attachment B

COOPERATIVE AGREEMENT
2024 ALICIA PARKWAY RTSSP PROJECT
ATTACHMENT B

ESTIMATED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	PI	O & M	PI	O & M	PI	O & M
City of Laguna Hills	$155,426.86	$6,600.00	$4,080.00	$2,800.00	$159,506.86	$9,400.00
	$162,026.86		**$6,880.00**		**$168,906.86**	

**In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH DISTRIBUTION
City of Laguna Hills	General Funds	$162,026.86

B. In-Kind Services

i. Specific Improvements (List Items and Cost):

AGENCY	IMPROVEMENT	DATE OF CONSTRUCTION	EXPENDITURE
N/A			
TOTAL FOR SPECIFIC IMPROVEMENTS (i):			**N/A**

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
City of Laguna Hills	Traffic Engineer	Project Admin, Signal Timing & Design Review, Implementation & Operation	30	$100	$3,000.00
	PW Inspector	Project Inspection	12	$90	$1,080.00

	Traffic Systems Specialist (On-Call Team)	Signal Timing, Design Review, Implementation & Operations	10	$115	$1,150.00
	Information Technology Manager	System Integration	10	$100	$1,000.00
	Information Technology Specialist	System Integration	10`	$65	$650.00
				Total for City of Laguna Hills:	***$6,880.00***

***Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

Begin Mission Viejo's version of Attachment B

COOPERATIVE AGREEMENT
2024 ALICIA PARKWAY RTSSP PROJECT
ATTACHMENT B

ESTIMATED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	PI	O & M	PI	O & M	PI	O & M
City of Mission Viejo	$268,999.00	$14,240.00	$5,980.00	$10,200.00	$274,979.00	$24,440.00
	$283,239.00		**$16,180.00**		**$299,419.00**	

**In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH DISTRIBUTION
City of Mission Viejo	General Funds	$283,239.00

B. In-Kind Services

i. Specific Improvements (List Items and Cost):

AGENCY	IMPROVEMENT	DATE OF CONSTRUCTION	EXPENDITURE
N/A			
TOTAL FOR SPECIFIC IMPROVEMENTS (i):			**N/A**

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
City of Mission Viejo	Traffic Engineer	Project Admin, Signal Timing & Design Review, Implementation & Operation	60	$100	$6,000.00
	Transportation Analyst	Project Admin, Signal Timing & Design Review,	60	$70	$4,200.00

		Implementation & Operation			
	PW Inspector	Project Inspection	24	$90	$2,160.00
	Traffic Systems Specialist (On-Call Team)	Signal Timing, Design Review, Implementation & Operations	16	$115	$1,840.00
	Information Technology Manager	System Integration	12	$100	$1,200.00
	Information Technology Specialist	System Integration	12	$65	$780.00
				Total for City of Mission Viejo:	***$16,180.00***

***Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

RESOLUTION NO. 2023-11-14-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAMS

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 the joint-agency project with the cities of Aliso Viejo, Laguna Niguel, and Mission Viejo to implement the transportation improvements listed below within the City of Laguna Hills; and

- Implementation of Radar Detection at each intersection along the corridor;
- Installation of CCTV at one intersection;
- Installation of traffic signal battery back-up;
- Installation of advanced traffic signal controllers; and
- Installation of traffic signal fiber optic communication system

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 M2 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 will provide matching funds for each project as required by the Orange County Comprehensive Transportation Funding Procedures Manual; and

WHEREAS, the City of Laguna Hills will not use Measure M2 funds to supplant Developer Fees or other commitments; and

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 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 synchronizing traffic signals across local agencies' boundaries; 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 City Manager is hereby authorized to submit or support applications to the Orange County Transportation Authority to allocate funds in the amounts specified in the City's applications 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 the implementation of the following improvement project:

- Alicia Parkway from Ramona Street to I-5 Southbound Off-Ramp

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

PASSED, APPROVED, AND ADOPTED this day of 14th day of November 2023.

JANINE HEFT, 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. 2023-11-14-3 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 14th day of November 2023, by the following vote:

AYES: Council Members Caskey, Pezold, Sweeney, Mayor Pro Tempore Wheeler, and Mayor Heft

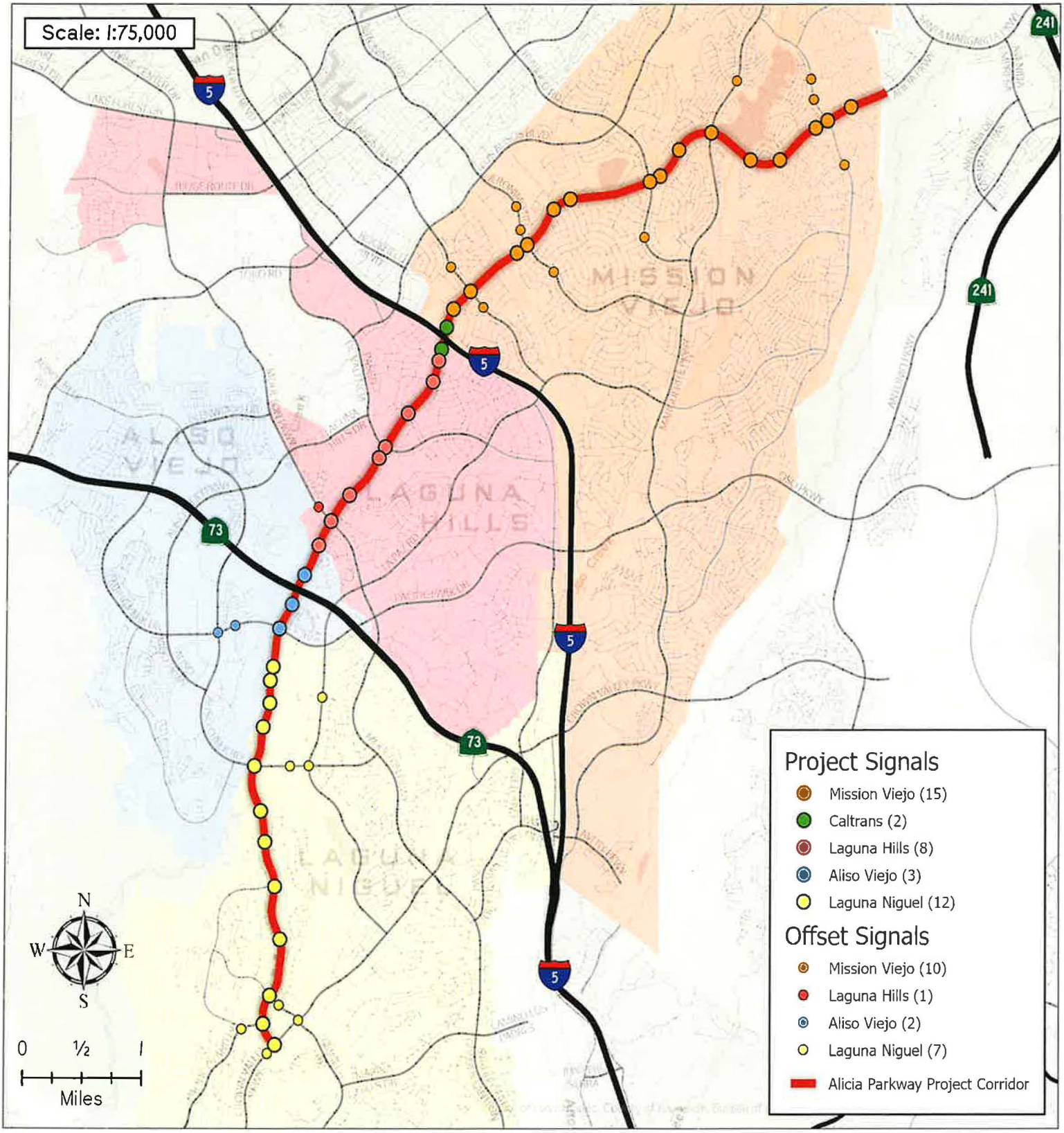
NOES: None

ABSENT: None

ABSTAIN: None

(SEAL)

JENNIFER LEE, CITY CLERK



Vicinity Map

Alicia Parkway RTSSP

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Adoption of Comprehensive Fee Schedule for Fiscal Year 2026/2027

Recommendation: That the City Council:

1) Conduct a public hearing; and

2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing and Adopting Updated Development Processing Fees and Other City Rates, Charges, and User Fees for Various Governmental Services and Finding that the Action is Statutorily Exempt from the California Environmental Quality Act (CEQA) Per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8)."

Background:

Pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement fees, rates, and charges for municipal services, provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services. A city has the authority to impose fees, rates, and charges under its police power. User fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218 and the California Code of Regulations, including Government Code 66000 et seq. By law, user fees may not exceed the estimated reasonable cost of providing the services for which they were levied, unless approved by a two-thirds vote of the electorate.

At the April 8, 2025, City Council meeting, the City Council adopted Resolution 2025-04-08-03. This resolution approved a recently completed fee study and adopted an updated

fee schedule based upon that study. Section 7 of that resolution authorized annual increases to the fee schedule based upon a consumer price index (CPI) factor. This is a common practice aimed at allowing revenues to keep up with expenses and the pace of inflation. The approved metric is the U.S. Bureau of Labor Statistics (BLS) consumer price index for the month of March of the preceding, corresponding year for the Los Angeles-Long Beach-Anaheim metropolitan area for all Urban Consumers. The applicable rate for March 2025 to March 2026 was 3.4%. With some exceptions, applicable fees on the attached schedule will increase by 3.4%. Also, it is important to note, there is an update to the parking permit fee to support programmatic enhancements, as well as minor cleanup language in the descriptions.

The California Government Code requires a minimum 60-day waiting period before new fees become effective. Therefore, with the proposed adoption of the attached resolution, these proposed fees are slated to become effective July 1, 2026.

Fiscal Impact:

By applying the CPI factor of 3.4% across most of the fee schedule items, the City expects increased revenue in the range of $35,000 to $45,000 annually. This increase in revenue is expected to offset the increase in expenses due to general inflation in the economy.

Attachments:

1. Resolution 2026-04-28-X Fee Schedule Update 2026
2. Exhibit A - Proposed Comprehensive Fee Schedule July 2026
3. US Bureau of Labor Statistics CPI Data

RESOLUTION NO. 2026-04-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING AND ADOPTING UPDATED DEVELOPMENT PROCESSING FEES AND OTHER CITY RATES, CHARGES, AND USER FEES FOR VARIOUS GOVERNMENTAL SERVICES AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8)

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

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Laguna Hills is authorized to adopt and implement fees, rates, and charges for municipal services; provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City retained Government Consulting Partners to review and conduct an independent, detailed analysis of City services, the cost reasonably borne by providing those services, the beneficiaries of those services, and the revenues produced by those paying fees for those services. Government Consulting Partners prepared a study and report, listing the applicable direct and indirect costs for certain services provided by the City, describing the reasonable relationship between fees, rates, and charges and the services provided by the City, and setting forth the time and method for payment of the fees, rates, and charges, which is identified as the “Comprehensive User Fee Study Report,” dated April 2025, copies of which are on file in the City Clerk’s office; and

WHEREAS, the City Council adopted Resolution 2025-04-08-03, establishing and adopting an updated fee schedule and authorizing future increases to applicable fees based upon annual Consumer Price Index inflation measures as prescribed by the U.S. Bureau of Labor Statistics; and

WHEREAS, pursuant to Government Code Section 66014, 66017, and 66018, the specific user fees to be charged for certain services must be adopted by Resolution, following notice and Public Hearing; and

WHEREAS, notice of Public Hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required Public Hearing has been held; and

WHEREAS, the City of Laguna Hills desires to implement updated development processing fees and other user fees, rates, and charges for various governmental services provided by the City of Laguna Hills as set forth herein; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Adoption and Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Consumer Price Index Adjustment. The City Council adopted Resolution 2025-04-08-03, establishing and adopting a fee schedule based upon a Development User Fee Study dated April 2025, prepared by Government Consulting Partners. Section 7 of the aforementioned Resolution authorizes the City Council to increase applicable items in the fee schedule in accordance with the increase in the Bureau of Labor Statistics Consumer Price Index (CPI) for the month of the March of the preceding, corresponding year for the Los Angeles-Long Beach-Anaheim metropolitan area index for all Urban Consumers (or successor index). As determined by the Bureau of Labor Statistics, the CPI increase for the year ending March 2026 was 3.4%. Therefore, the City Council hereby determines and approves an increase in applicable fees by 3.4%.

SECTION 3. Adoption of User Fees. The City Council hereby approves and adopts the development processing fees and other user rates, charges, and fees set forth in the Comprehensive Fee Schedule, which is attached hereto as Exhibit “A” and incorporated herein by reference; the City Council finds that the user fees and charges established herein do not exceed the estimated reasonable cost of providing the service for which the fee is levied.

SECTION 4. Subsidized Fees. The City Council finds and determines that to promote public health, safety, and welfare, and to encourage members of the public to obtain required permits and inspections and to avail themselves of certain services, it is desirable and necessary to provide a general fund subsidy of certain user fees and charges. In furtherance of the policy, the City Council approves and adopts the subsidized user fees and charges set for in the Fee Study.

SECTION 5. Repeal of Conflicting Resolutions. Any and all provisions of prior Resolutions of the City Council establishing, adopting, or modifying user fees and charges for the specific services, programs, or products set forth in Exhibit “A” attached hereto are hereby repealed and replaced as of the effective date of the user fees and charges established herein; provided, however, that such repeal shall not excuse or affect the failure of any person or entity to pay any fee heretofore imposed upon such person or entity.

SECTION 6. Effective Date. The user fees and charges established pursuant to this Resolution shall take effect no sooner than 60 days following the adoption of this Resolution, pursuant to Government Code Section 66017. The effective date will be July 1, 2026.

SECTION 7. Annual CPI Update. The City Council hereby authorizes an annual increase to the fee schedule, for all fees and charges that can apply, established pursuant to this Resolution, commencing on July 1, 2026, and on July 1st of each fiscal year thereafter, in accordance with the increase in the Bureau of Labor Statistics Consumer Price Index (CPI) reported for the month of March of the preceding, corresponding year for the Los Angeles-Long Beach-Anaheim area for all Urban Consumers (or successor index). Notwithstanding the foregoing, in no event shall this annual update be less than zero percent (0%).

SECTION 8. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 9. Severability. If any user fee, rate, or charge adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining user fees, rates, and changes adopted or revised herein. The City Council hereby declares that it would have adopted the Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED this 28th day of April 2026.

_____
DONALD CASKEY, MAYOR

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK

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

I, Karen Hamman, Interim City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-04-28-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
KAREN HAMMAN, INTERIM CITY CLERK

Exhibit A

- Proposed Fee Schedule effective July 1, 2026

- Proposed Fully Burdened Hourly Rates

A: City Clerk

Fee #	Title	Unit/Description	Notes	FY 25/26 Fee	CPI Adjustment	New Fee Effective July 2026
1	Duplication of City Documents	first five sheets free, 6 or more sheets at $.25 per page		$ 0.25	3.40%	$ 0.26
2	Duplication of City Documents - two-sided	first five sheets free, 6 or more sheets at $.25 per page		$ 0.25	3.40%	$ 0.26
3	Certification on a City Document	per certification		$ 20.00	3.40%	$ 20.68
4	Duplication of a Certified City Document	per sheet		$ 3.45	3.40%	$ 3.57
5	Copies of City Council and/or Commission or Board Agendas	first five sheets free, 6 or more sheets at $.25 per page		$ 0.25	3.40%	$ 0.26
6	Mailed copies of City Council and/or Commission or Board Agendas	per year	same document	$ 200.00	3.40%	$ 206.80
7	Copies of City Council and/or Commission or Board Minutes	per sheet		$ 0.25	3.40%	$ 0.26
8	Mailed copies of City Council and/or Commission or Board Minutes	per year	same document	$ 200.00	3.40%	$ 206.80
9	Duplication of Audio Tape of City Council and/or Commission or Board meetings	per disk		$ 50.00	3.40%	$ 51.70

B: Admin Services / Other

Fee #	Title	Unit/Description	Notes	FY 25/26 Fee	CPI Adjustment	New Fee Effective July 2026
1	Bill Processing Administrative Fee		% of amount billed	17%	n/a	17%
2	Returned Insufficient Funds Check - Service Fee	For First Check Returned	Pursuant to California Civil Code section 1719	$ 25.00	n/a	$ 25.00
3	Returned Insufficient Funds Check - Service Fee	Two or More Returned (for each subsequent check)	Pursuant to California Civil Code section 1719	$ 35.00	n/a	$ 35.00
4	Administrative appeals to the City Council	per appeal		$ 1,800.00	3.40%	$ 1,861.20
5	Traffic Violator Apprehension Program Fee	per vehicle impound	Reso 2024-09-10-3	$ 174.00	n/a	$ 174.00
6	Wedding Facility Use Fee	per wedding at Civic Center		$ 47.00	3.40%	$ 48.60

C: Engineering and Public Works

Fee #	Title	Unit/Description	Notes	FY 25/26 Fee	CPI Adjustment	New Fee Effective July 2026
1	Encroachment Agreement Recording Fee	Per recording		$ 30.00	3.40%	$ 31.02
2	Encroachment Agreement Preparation	Per agreement		$ 500.00	3.40%	$ 517.00
3	Erosion Control Plan Check	For erosion control, and water quality best management practices		4% of City Engineer's Cost Estimate	n/a	4% of City Engineer's Approved Cost Estimate
4	Erosion Control Inspection	For erosion control, and water quality best management practices		3% of City Engineer's Cost Estimate	n/a	3% of City Engineer's Approved Cost Estimate
5	Improvement Plan Check	For improvements valued between $1 - $25,000		4% of City Engineer's Cost Estimate	n/a	4% of City Engineer's Approved Cost Estimate
6	Improvement Plan Check	For improvements valued between $25,001 - $75,000		$950 + 2% of City Engineer's cost estimate above $25,000	n/a	$950 + 2% of City Engineer's Approved cost estimate above $25,000
7	Improvement Plan Check*	For improvements valued over $75,000		$ 1,600.00	n/a	$1,600 + 1.2% of City Engineer's Approved cost estimate above $75,000*
8	Improvement Inspection	For improvements valued between $1 - $50,000		3% of City Engineer's Cost Estimate	n/a	3% of City Engineer's Approved Cost Estimate
9	Improvement Inspection	For improvements valued between $50,001 - $100,000		$1,570 + 3% of City Engineer's cost estimate above $50,000	n/a	$1,570 + 3% of City Engineer's Approved cost estimate above $50,000
10	Improvement Inspection	For improvements valued over $100,000		$3,140 + 1.6% of City Engineer's cost estimate above $100,000	n/a	$3,140 + 1.6% of City Engineer's Approved cost estimate above $100,000
11	Grading Plan Check	Minimum Fee for All Projects		$ 780.00	3.40%	$ 806.52
12	Grading Inspection	Minimum Fee for All Projects		$ 790.00	3.40%	$ 816.86
13	Grading Plan Check	1 - 1,000 cubic yards (CY)		$400 + $0.47 per CY	3.40%	$413.60 + $0.49 per CY
14	Grading Inspection	1 - 1,000 cubic yards (CY)		$500 + $0.44 per CY	3.40%	$517.00 + $0.45 per CY

15	Grading Plan Check	1,001 - 10,000 cubic yards (CY)		$700 + $0.03 per CY	3.40%	$723.80 + $0.03 per CY
16	Grading Inspection	1,001 - 10,000 cubic yards (CY)		$1,000 + $0.07 per CY	3.40%	$1,034.00 + $0.07 per CY
17	Grading Plan Check	Over 10,000 cubic yards (CY)		$1,000 + $0.02 per CY	3.40%	$1,034.00 + $0.02 per CY
18	Grading Inspection	Over 10,000 cubic yards (CY)		$2,000 + $0.05 per CY	3.40%	$2,068.00 + $0.05 per CY
19	Transportation Permit	Single Trip	Set by State of CA	$ 16.00	n/a	$ 16.00
20	Transportation Permit	Annual Permit	Set by State of CA	$ 90.00	n/a	$ 90.00
21	Temporary Access - Across Right-of-Way (ROW)			$ 230.00	3.40%	$ 237.82
22	Encroachment Storage in Right-of-Way	First day		$ 180.00	3.40%	$ 186.12
23	Encroachment Storage in Right-of-Way	Each additional day		$ 30.00	3.40%	$ 31.02
24	Photography/Videography on Public Property	First day		$ 150.00	3.40%	$ 155.10
25	Photography/Videography on Public Property	Each additional day		$ 70.00	3.40%	$ 72.38
26	Road Closure	First day		$ 500.00	3.40%	$ 517.00
27	Road Closure	Each additional day		$ 300.00	3.40%	$ 310.20
28	Block Party	Each occurance		$ 190.00	3.40%	$ 196.46
29	Lane Closure	First day		$ 640.00	3.40%	$ 661.76
30	Lane Closure	Each additional day		$ 40.00	3.40%	$ 41.36
31	Encroachment Trenching/Micro-trenching	1-100 linear feet (LF)		$ 520.00	3.40%	$ 537.68
32	Encroachment Trenching/Micro-trenching	Each additional 100 linear feet (LF), or portion thereof		$ 60.00	3.40%	$ 62.04
33	Encroachment Directional Boring	1-100 linear feet (LF)		$ 520.00	3.40%	$ 537.68
34	Encroachment Directional Boring	Each additional 100 linear feet (LF), or portion thereof		$ 60.00	3.40%	$ 62.04
35	Encroachment Curb Core	Each		$ 80.00	3.40%	$ 82.72
36	Encroachment Residential Driveway Apron	Each		$ 230.00	3.40%	$ 237.82
37	Encroachment Commercial Driveway Apron	Each		$ 550.00	3.40%	$ 568.70
38	Encroachment Curbs & Gutters	1-100 linear feet (LF)		$ 520.00	3.40%	$ 537.68
39	Encroachment Curbs & Gutters	Each additional 100 linear feet (LF), or portion thereof		$ 60.00	3.40%	$ 62.04
40	Encroachment Paving	1-100 square feet (SF)		$ 370.00	3.40%	$ 382.58
41	Encroachment Paving	Each additional 100 square feet (SF), or portion thereof		$ 60.00	3.40%	$ 62.04
42	Encroachment Sidewalks	1-100 square feet (SF)		$ 310.00	3.40%	$ 320.54
43	Encroachment Sidewalks	Each additional 100 square feet (SF), or portion thereof		$ 60.00	3.40%	$ 62.04
44	Encroachment Storm Drain Entry	Each		$ 650.00	3.40%	$ 672.10
45	Encroachment Catch Basin Construction	Each		$ 730.00	3.40%	$ 754.82
46	Storage Container Placement	Up to 2 weeks		$ 210.00	3.40%	$ 217.14
47	Right-of-Way (ROW) Placement of Temporary Collection Bin	Per week		$ 150.00	3.40%	$ 155.10
48	Right-of-Way (ROW) Placement of Delivery Drop Box	Per year		$ 280.00	3.40%	$ 289.52
49	Surveying Final Tract/Parcel Map			City consultant invoice + 25%	n/a	City consultant invoice + 25%
50	Surveying Lot Line Adjustment/Parcel Merger			City consultant invoice + 25%	n/a	City consultant invoice + 25%
51	Surveying Street/Easement Vacation Request			City consultant invoice + 25%	n/a	City consultant invoice + 25%
52	Surveying Easement/Dedication/Other			City consultant invoice + 25%	n/a	City consultant invoice + 25%
53	Geotechnical Report Review					City consultant invoice + 25%
54	Permit Issuance	Encroachment or grading permits		$ 160.00	3.40%	$ 165.44
55	Other Items in Public Right-of-Way			$ 360.00	3.40%	$ 372.24
56	Weed Abatement Administrative Fee	Admin fee per parcel, in addition to cost of contractor		$ 610.00	3.40%	$ 630.74
57	Parking Permit ^	Fee for each permit issued (vehicle-assigned parking permits and guest parking permits)		$ 15.00	n/a ^	$ 25.00
58	Parade Permit Application			$ 190.00	3.40%	$ 196.46
59	Removal/Impound of Illegal Drop-off Boxes			$ 780.00	3.40%	$ 806.52
60	Removal/Impound of Illegal Front Loader Bins			$ 780.00	3.40%	$ 806.52
61	Electric Vehicle Charging Station	per Kilowatt-hour (kWh)		Actual energy cost + $0.10 per kWH	n/a	Actual energy cost + $0.10 per kWH
62	Electric Vehicle Charging Station	Idle Fee		1st 60 minutes free; then $10 per hour	n/a	1st 60 minutes free; then $10 per hour

63	Temporary Certificate of Occupancy - Grading	Security Deposit + Flat Fee	$10,000 security deposit + $170 flat fee	3.40%		$10,000 security deposit + $175.78 flat fee
64	Permit Re-issuance/Permit Expiration	Each permit	$ 170.00	3.40%	$	175.78
65	Penalty Fee - for work performed without first obtaining a permit	Penalty fee is in addition to the usual permit fee	2 times the original fee	n/a		2 times the original fee

Note: Any service not otherwise identified above shall be charged at the discretion of the City Engineer, based upon a time and materials cost. If a consultant is used to provide the service, the cost shall be the City Consultant invoice + 25%.

** Original fee study in 2025 made a typographical error by omitting the +1.2% addition. The 2026 fee reflects a correction to include the +1.2%.*

^ New fee calculation for parking permits based upon programmatic enhancements/changes.

D: Community Development/Planning

Fee #	Title	Unit/Description	Notes	FY 25/26 Fee	CPI Adjustment	New Fee Effective July 2026
1	Annexation/Detachment	Deposit based upon staff estimate and billed at actual cost		Deposit	n/a	Deposit
2	Appeals	Set fee. If applicant files an appeal on an actual cost case, an additional deposit is not required and this appeal fee will be charged against original deposit.		$ 1,800.00	3.40%	$ 1,861.20
3	Certification of compliance subdivisions			$ 1,750.00	3.40%	$ 1,809.50
4	Change of Plans - Major			Deposit	n/a	Deposit
5	Change of Plans - Minor			$ 1,510.00	3.40%	$ 1,561.34
6	Conditional use permit			Deposit	n/a	Deposit
7	Development agreements	Fees and deposits will be determined in D.A.		Varies	n/a	Varies
8	Environmental Impact Report for staff management and oversight of EIR			Deposit	n/a	Deposit
9	Negative Declaration			Deposit	n/a	Deposit
10	Environmental Mitigation Monitoring Program			Deposit	n/a	Deposit
11	Categorical exemption			$ 140.00	3.40%	$ 144.76
12	Extension of time			$ 390.00	3.40%	$ 403.26
13	General Plan Amendment			Deposit	n/a	Deposit
14	Lot Line Adjustment			Deposit	n/a	Deposit
15	Park Modifications			$ 820.00	3.40%	$ 847.88
16	Parking Use Permit			Deposit	n/a	Deposit
17	Precise Plan (Mixed use District Only)			Deposit	n/a	Deposit
18	Preliminary Project Review			$ 1,330.00	3.40%	$ 1,375.22
19	Site Development Permit (Administrative)			$ 1,510.00	3.40%	$ 1,561.34
20	Site Development Permit (Planning Agency)			Deposit	n/a	Deposit
21	Special Animal Permit			$ 820.00	3.40%	$ 847.88
22	Special Use Permit			Deposit	n/a	Deposit
23	Specific Plan			Deposit	n/a	Deposit
24	Specific Plan Amendment			Deposit	n/a	Deposit
25	Temporary Sign Permit			$ 140.00	3.40%	$ 144.76
26	Temporary Use Permit			$ 390.00	3.40%	$ 403.26
27	Tentative Tract Map			Deposit	n/a	Deposit
28	Tentative Parcel Map			Deposit	n/a	Deposit
29	Variance			Deposit	n/a	Deposit
30	Zone Change			Deposit	n/a	Deposit
31	Finding of Public Convenience or Necessity			$ 390.00	3.40%	$ 403.26
32	Wireless Facility Permit Request 6409(a)			$ 390.00	3.40%	$ 403.26
33	Fortune Telling Permit			$ 340.00	3.40%	$ 351.56
34	General Plan Interpretation			$ 780.00	3.40%	$ 806.52
35	Landscape Plan Fee - Residential	> 2500 square feet & < 2 acres		$ 290.00	3.40%	$ 299.86
36	Landscape Plan Fee - Residential	> 2 acres		Deposit	n/a	Deposit
37	Landscape Plan Fee - Commercial			Deposit	n/a	Deposit
38	Development Code Amendment			Deposit	n/a	Deposit
39	Massage Establishment Operator Permit			$ 840.00	3.40%	$ 868.56
40	Massage Establishment Operator Permit (renewal)			$ 710.00	3.40%	$ 734.14
41	Apiary Registration			$ 40.00	3.40%	$ 41.36

42	Sidewalk Vending Permit Application Fee			$ 320.00	3.40%	$ 330.88
43	Sidewalk Vending Permit Application Fee (renewal)			$ 320.00	3.40%	$ 330.88
44	Concurrently filed applications			20% reduction after 1st appl.	n/a	20% reduction after 1st appl.
45	Permanent record retention	Per application, per page		$ 2.00	3.40%	$ 2.07
46	Record research / zoning verification letter			Actual cost	n/a	Actual cost
47	Technology fee		In addition to permit fee	5% of payment	n/a	5% of payment
48	Copies of City Documents (i.e. General Plan, Development Code, UVSP, Subdivision Manual, etc.)			Actual cost of reproduction	n/a	Actual cost of reproduction

Note: Applications charged via deposit may be reviewed by third party contractors at the City's discretion, based on staff availability or complexity of the project. For projects reviewed by third party contractors, a 25% markup will be added to cover City review of consultant's work.

Note: Any service not otherwise identified above shall be charged at the discretion of the Community Development Director, based upon a time and materials cost.

Note: For development application processing, City Attorney and/or Special Legal Counsel Services will be charged at applicable contracted rates.

E: Community Development/Building

Fee #	Title	Unit/Description	Notes	FY 25/26 Fee	CPI Adjustment	New Fee Effective July 2026
1	Administration - Record retention (page size 11x17 and under)	per page		$ 2.30	3.40%	$ 2.38
2	Administration - Record retention (page size over 11x17)	per page		$ 3.45	3.40%	$ 3.57
3	Administration - Technology fee	Applied to all other fee categories	In addition to permit fee	5% of payment	n/a	5% of payment
4	Administration - Certificate of Occupancy			$ 230.00	3.40%	$ 237.82
5	Administration - Temporary Certificate of Occupancy			$ 230.00	3.40%	$ 237.82
6	Administration - Permit issuance fee	Applied to all types of permits	In addition to permit fee	$ 55.00	3.40%	$ 56.87
7	Administration - Change permit holder / Re-issuance fee			$ 40.00	3.40%	$ 41.36
8	Administration - SB1473 valued between $0 - $25,000		Set by State	$ 1.00	n/a	$ 1.00
9	Administration - SB1473 valued between $25,001 - $50,000		Set by State	$ 2.00	n/a	$ 2.00
10	Administration - SB1473 valued between $50,001 - $75,000		Set by State	$ 3.00	n/a	$ 3.00
11	Administration - SB1473 valued between $75,001 - $100,000		Set by State	$ 4.00	n/a	$ 4.00
12	Administration - SB1473 valued above $100,001	Each $25,000 above $100,001	Set by State	$ 1.00	n/a	$ 1.00
13	Administration - CASp fee (does not apply to MEP permits)		Set by State	$ 4.00	n/a	$ 4.00
14	Administration - Residential SMIP		Set by State	State fee	n/a	State fee
15	Administration - Commercial SMIP		Set by State	State fee	n/a	State fee
16	Administration - Bonds - swimming pool/spa			$ 500.00	n/a	$ 500.00
17	Administration - Appeal hearing before the Planning Agency/City Council			$ 2,500.00	3.40%	$ 2,585.00
18	Administration - Water quality control administrative hearing for notice of non-compliance, administrative compliance order, invoices for costs and adverse determination			$ 2,500.00	3.40%	$ 2,585.00
19	Renewals / Extensions - Plan review renewal			100% of PC fee	n/a	100% of PC fee
20	Renewals / Extensions - Building permit renewal			50% of permit fee	n/a	50% of permit fee
21	Renewals / Extensions - As-built building permit			200% of building permit	n/a	200% of building permit
22	Renewals / Extensions - Plan review/permit extension (request to extend Plan Check or permit)			$ 90.00	3.40%	$ 93.06
23	Construction and Demolition - Application fee			$ 30.00	3.40%	$ 31.02
24	Construction and Demolition - Security deposit residential projects ($100 minimum / $2,750 maximum)			$0.30 per square foot	3.40%	$0.31 per square foot
25	Construction and Demolition - Security deposit commercial projects ($250 minimum / $7,423 maximum)			$0.50 per square foot	3.40%	$0.52 per square foot
26	Construction and Demolition - Appeal fee			$ 690.00	3.40%	$ 713.46
27	Building Permit Valuation - Projects valued with base of $1 and high of $2,000	Final project valuation determined by Com. Dev. Staff / Building Official. See building permit fee table.		$130 base	3.40%	$134.42 base
28	Building Permit Valuation - Projects valued with base of $2,001 and high of $25,000			$130 base, plus $15.65 for each additional $1,000 above the base	3.40%	$134.42 base + $16.18 for each additional $1,000 above the base
29	Building Permit Valuation - Projects valued with base of $25,001 and high of $50,000			$490 base, plus $15.20 for each additional $1,000 above the base	3.40%	$506.66 base + $15.72 for each additional $1,000 above the base
30	Building Permit Valuation - Projects valued with base of $50,001 and high of $100,000			$870 base, plus $14.80 for each additional $1,000 above the base	3.40%	$899.58 base + $15.30 for each additional $1,000 above the base
31	Building Permit Valuation - Projects valued with base of $100,001 and high of $500,000			$1,610 base, plus $3.75 for each additional $1,000 above the base	3.40%	$1,664.74 base + $3.88 for each additional $1,000 above the base

32	Building Permit Valuation - Projects valued with base of $500,001 and high of $1,000,000			$3,110 base, plus $3.34 for each additional $1,000 above the base		3.40%	$3,215.74 base + $3.45 for each additional $1,000 above the base
32b	Building Permit Valuation - Projects valued with base of $1,000,001 and over			$4,780 base, plus $3.34 for each additional $1,000 above the base		3.40%	$4,942.52 base + $3.45 for each additional $1,000 above the base
33	Building Permits Miscellaneous - Cellular/radio antenna	Each			$ 230.00	3.40%	$ 237.82
34	Building Permits Miscellaneous - Demolition permit	Up to 3,000 square feet			$ 240.00	3.40%	$ 248.16
35	Building Permits Miscellaneous - Demolition permit	Each additional 3,000 square feet			$ 60.00	3.40%	$ 62.04
36	Building Permits Miscellaneous - Freestanding outdoor fireplace/pizza oven				$ 310.00	3.40%	$ 320.54
37	Building Permits Miscellaneous - Flag pole				$ 240.00	3.40%	$ 248.16
38	Building Permits Miscellaneous - Light pole with electrical				$ 240.00	3.40%	$ 248.16
39	Building Permits Miscellaneous - Additional light pole				$ 30.00	3.40%	$ 31.02
40	Building Permits Miscellaneous - Portable spa/hot tub/sauna/steam room				$ 240.00	3.40%	$ 248.16
41	Building Permits Miscellaneous - Residential bathroom remodel (like for like)				$ 440.00	3.40%	$ 454.96
42	Building Permits Miscellaneous - Residential kitchen remodel (like for like)				$ 570.00	3.40%	$ 589.38
43	Building Permits Miscellaneous - Sign (wall mount)				$ 390.00	3.40%	$ 403.26
44	Building Permits Miscellaneous - Sign (monument)				$ 390.00	3.40%	$ 403.26
45	Building Permits Miscellaneous - Temporary construction trailer with ramp, or per Title 25				$ 180.00	3.40%	$ 186.12
46	Building Permits Miscellaneous - Trash enclosure				$ 380.00	3.40%	$ 392.92
47	Plan Reviews - Plan check hourly rate	per hour			$ 160.00	3.40%	$ 165.44
48	Plan Reviews - Plan check applied to Building Permit Fee				65% of permit	n/a	65% of permit
49	Plan Reviews - Overtime plan review / expedited plan check				1.5 times regular rate	n/a	1.5 times regular rate
50	Plan Reviews - Repetitive plan check				25% of original	n/a	25% of original
51	Plan Reviews - Disabled access compliance review	per hour			$ 180.00	3.40%	$ 186.12
52	Solar - Residential solar	Up to 15 kilowatts		Set by State of CA	$ 350.00	n/a	$ 350.00
53	Solar - Residential solar	Additional fee, per kilowatt above 15 kilowatts		Set by State of CA	$ 15.00	n/a	$ 15.00
54	Solar - Commercial solar system	Up to 50 kilowatts		Set by State of CA	$ 800.00	n/a	$ 800.00
55	Solar - Commercial solar system	Additional fee, per kilowatt between 51 kilowatts - 250 kilowatts		Set by State of CA	$ 7.00	n/a	$ 7.00
56	Solar - Commercial solar system	Additional fee, per kilowatt above 251 kilowatts		Set by State of CA	$ 5.00	n/a	$ 5.00
57	Solar - Main panel/subpanels/meters/disconnect switches/switch gear/battery/transformer/EV charger with solar	Each item			$ 50.00	3.40%	$ 51.70
58	Inspections - Off-hours inspection request (4 hour minimum)	per hour			$ 310.00	3.40%	$ 320.54
59	Inspections - Other inspections/re-inspections (1 hour minimum)	per hour			$ 160.00	3.40%	$ 165.44
60	Inspections - Water quality management code compliance inspection	Projects disturbing 120 square feet or more earth			$ 280.00	3.40%	$ 289.52
61	Electrical Permits - Temporary service pole or pedestal, including meter	Each			$ 160.00	3.40%	$ 165.44
62	Electrical Permits - Temporary sub pole, including switches and outlets	Each			$ 160.00	3.40%	$ 165.44
63	Electrical Permits - Power equipment/appliance (for motors, generators, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus)	Each			$ 190.00	3.40%	$ 196.46
64	Electrical Permits - Main panels/subpanels/meters/disconnect switches/switch gear/battery/transformer/EV charger				$ 200.00	3.40%	$ 206.80
65	Electrical Permits - Apparatus or equipment for which a permit is required but for which no fee is set forth	Each miscellaneous unit			$ 240.00	3.40%	$ 248.16
66	Electrical Permits - Conduits and conductors	Each 50 feet, or fraction thereof			$ 130.00	3.40%	$ 134.42
67	Electrical Permits - Private street lights	Each			$ 200.00	3.40%	$ 206.80
68	Mechanical Permits - Residential HVAC (a/c, air handler, condenser, ducting, FAU)				$ 170.00	3.40%	$ 175.78
69	Mechanical Permits - Commercial mechanical equipment (absorption/package units/heat pumps/VAV units/hood/ducting/registers)				$ 230.00	3.40%	$ 237.82
70	Mechanical Permits - Factory built fireplace / heating appliance				$ 130.00	3.40%	$ 134.42
71	Mechanical Permits - Commercial hood (including ducting / commercial ducting)	Each system			$ 320.00	3.40%	$ 330.88
72	Mechanical Permits - Appliances or piece of equipment regulated by this code but not specifically classed or listed				$ 240.00	3.40%	$ 248.16
73	Plumbing Permits - Each plumbing fixture including water, gas, and drainage piping				$ 160.00	3.40%	$ 165.44
74	Plumbing Permits - Cleanout, backwater valve, check valve, new sewer, sewer abandonment				$ 160.00	3.40%	$ 165.44
75	Plumbing Permits - Each private sewage disposal system (septic), grease interceptors, clarifiers, and seperators (incl. grease, oil, sand, solid interceptors, etc.)				$ 210.00	3.40%	$ 217.14
76	Plumbing Permits - Each water heater and/or vent				$ 80.00	3.40%	$ 82.72

77	Plumbing Permits - Repipe withni the unit/structure	$ 200.00	3.40%	$	206.80
78	Plumbing Permits - Miscellaneous fixtures - includes thermal solar panels and thermal solar tanks, water softeners/water treatment equipment, etc.	$ 240.00	3.40%	$	248.16

Note: Any service not otherwise identified above shall be charged at the discretion of the Community Development Director, based upon a time and materials cost.

F: Administrative Citation Program Fines and Penalties Schedule

Fee #	Fee Group	Unit/Description	Sub Title	Unit	Notes	Fee
1	Standard Administrative Citation Penalties for Infractions	First violation			Reso 2023-10-10-1	$ 100.00
2	Standard Administrative Citation Penalties for Infractions	Second violation within one year			Reso 2023-10-10-1	$ 200.00
3	Standard Administrative Citation Penalties for Infractions	Third violation within one year			Reso 2023-10-10-1	$ 500.00
4	Standard Administrative Citation Penalties for Infractions	All subsequent violations within one year of the first violation			Reso 2023-10-10-1	$ 500.00
5	Standard Administrative Citation Penalties for Misdemeanors	Violations of regulations punishable as misdemeanors		Each offense	Reso 2023-10-10-1	$ 1,000.00
6	Local Building and Safety Code Administrative Citation Penalties	First violation			Reso 2023-10-10-1	$ 100.00
7	Local Building and Safety Code Administrative Citation Penalties	Second violation within one year			Reso 2023-10-10-1	$ 500.00
8	Local Building and Safety Code Administrative Citation Penalties	Third violation within one year			Reso 2023-10-10-1	$ 1,000.00
9	Local Building and Safety Code Administrative Citation Penalties	All subsequent violations within one year			Reso 2023-10-10-1	$ 1,000.00
10	Local Building and Safety Code Administrative Citation Penalties	All subsequent violations in commercial properties within two years of the first violation			Reso 2023-10-10-1	$ 2,500.00
11	Administrative Citation Penalties for Chapter 5-32 Solid Waste and Recycling Violations	First violation			Reso 2023-10-10-1	$ 50.00
12	Administrative Citation Penalties for Chapter 5-32 Solid Waste and Recycling Violations	Second violation within one year			Reso 2023-10-10-1	$ 100.00
13	Administrative Citation Penalties for Chapter 5-32 Solid Waste and Recycling Violations	Third violation within one year			Reso 2023-10-10-1	$ 250.00
14	Administrative Citation Penalties for Chapter 5-32 Solid Waste and Recycling Violations	All subsequent violations within one year of the first violation			Reso 2023-10-10-1	$ 250.00
15	Administrative Citation Penalties for Chapter 6-40 Short-Term Rentals Violations	Violations of the regulations in Chapter 6-40 pertaining to Short-Term Rentals		Each offense	Reso 2023-10-10-1	$ 1,000.00
16	Administrative Citation Penalties for Chapter 4-48 Sidewalk Vending Violations	Violation with an issued Sidewalk Vending Permit	First violation		Reso 2023-10-10-1	$ 100.00
17	Administrative Citation Penalties for Chapter 4-48 Sidewalk Vending Violations	Violation with an issued Sidewalk Vending Permit	Second violation within one year		Reso 2023-10-10-1	$ 200.00
18	Administrative Citation Penalties for Chapter 4-48 Sidewalk Vending Violations	Violation with an issued Sidewalk Vending Permit	All subsequent violations within one year		Reso 2023-10-10-1	$ 500.00
19	Administrative Citation Penalties for Chapter 4-48 Sidewalk Vending Violations	Violation without an issued Sidewalk Vending Permit	First violation		Reso 2023-10-10-1	$ 250.00
20	Administrative Citation Penalties for Chapter 4-48 Sidewalk Vending Violations	Violation without an issued Sidewalk Vending Permit	Second violation within one year		Reso 2023-10-10-1	$ 500.00
21	Administrative Citation Penalties for Chapter 4-48 Sidewalk Vending Violations	Violation without an issued Sidewalk Vending Permit	All subsequent violations within one year		Reso 2023-10-10-1	$ 1,000.00
22	Late Payment Penalties; Interest	Except for Title 13 Animal Control penalties, payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. Late payments are subject to a one-time penalty of 25% of the amount of the citation, which shall become part of the penalty required to be paid. In addition to such assessment, the person shall pay to the City interest at the rate of 1.5% per month, 18% per annum, or the maximum legal rate, whichever is higher, on all unpaid penalty amounts from the date payment was due.				
23	Administrative Citation Penalties for Violations of Title 13 – Animal Control	First violation			Reso 2023-10-10-1	$ 300.00
24	Administrative Citation Penalties for Violations of Title 13 – Animal Control	Second violation within one year			Reso 2023-10-10-1	$ 350.00
25	Administrative Citation Penalties for Violations of Title 13 – Animal Control	Third violation within one year			Reso 2023-10-10-1	$ 400.00
26	Administrative Citation Penalties for Violations of Title 13 – Animal Control	Fourth violation within one year			Reso 2023-10-10-1	$ 450.00
27	Administrative Citation Penalties for Violations of Title 13 – Animal Control	Fifth violation within one year			Reso 2023-10-10-1	$ 500.00
28	Administrative Citation Penalties for Violations of Title 13 – Animal Control	Sixth violation within one year			Reso 2023-10-10-1	$ 550.00
29	Administrative Citation Penalties for Violations of Title 13 – Animal Control	All subsequent violations within one year of the first violation			Reso 2023-10-10-1	$ 550.00

30	Late Penalties – Title 13 Animal Control	Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. A late penalty in the same amount of the underlying fine amount due pursuant to the above table shall accrue and be charged for any fine not paid within fifteen (15) days of the due date, such that the total amount due is double the unpaid penalty amount.

Note: Any service not otherwise identified above shall be charged at the discretion of the City Manager, based upon a time and materials cost.

City of Laguna Hills
Parking Permit Fee Calculation
Effective July 1, 2026

	Calculation		Cost
1) Contractor (Data Ticket) annual cost per permit type	$ 9,500.00		
Separate permit types	3		
	$ 28,500.00	→	$ 28,500.00
2) Estimate of issued permits per year	1000		
Cost per permit fulfilled	$ 6.00		
	$ 6,000.00	→	$ 6,000.00
3) Estimate of letters issued per year	500		
Cost per letter sent	$ 1.00		
	$ 500.00	→	$ 500.00
4) Estimate of approvals/denials per year	500		
Cost per approval/denial	$ 7.00		
	$ 3,500.00	→	$ 3,500.00
5) Estimate of transactions per year	500		
Cost for banking/merchant processing & handling	$ 3.50		
	$ 1,750.00	→	$ 1,750.00
TOTAL ESTIMATED COST TO CITY			**$ 40,250.00**
Estimate of issued permits per year			1000
Cost per permit, for 100% cost recovery			$ 40.25
Proposed Cost Recovery			62%
Proposed General Fund Subsidy			38%
Proposed Parking Permit Fee, for each permit issued (vehicle-assigned parking permits and guest parking permits)			$ 25.00
Proposed General Fund Revenue, after subsidy			$ 25,000.00

City of Laguna Hills
User Fee Schedule Update 2026/2027
Fully Burdened Hourly Rate (FBHR)

Department	Position	Current FBHR	CPI Adjustment	FY 26/27 FBHR
General Government	City Councilmember	$ 18.97	3.40%	$ 19.61
General Government	City Attorney - attorneys	contracted	n/a	contracted
General Government	City Attorney - paralegals	contracted	n/a	contracted
General Government	City Attorney - 3rd party reimbursement	contracted	n/a	contracted
General Government	City Manager	$ 243.86	3.40%	$ 252.15
General Government	Executive Assistant to City Manager	$ 74.51	3.40%	$ 77.04
General Government	Management Analyst / Senior Mgmt. Analyst	$ 101.61	3.40%	$ 105.06
General Government	City Clerk	$ 139.54	3.40%	$ 144.28
General Government	Deputy City Clerk	$ 70.45	3.40%	$ 72.85
General Government	Finance Director	$ 197.79	3.40%	$ 204.51
General Government	Finance Manager	$ 138.19	3.40%	$ 142.89
General Government	Accounting Specialist	$ 85.35	3.40%	$ 88.25
Non-Departmental	IT Administrator	$ 98.90	3.40%	$ 102.26
Community Development	Community Development Director	$ 195.08	3.40%	$ 201.71
Community Development	Principal Planner	$ 158.51	3.40%	$ 163.89
Community Development	Senior Planner	$ 121.93	3.40%	$ 126.08
Community Development	Assistant Planner	$ 73.16	3.40%	$ 75.65
Community Development	Management Analyst I	$ 88.06	3.40%	$ 91.05
Community Development	Receptionist / Admin Assistant	$ 54.19	3.40%	$ 56.03
Community Development	Senior Permit Technician	$ 65.03	3.40%	$ 67.24
Community Development	Code Enforcement Officer	$ 62.32	3.40%	$ 64.44
Community Development	Principal Building Official	$ 216.76	3.40%	$ 224.13
Community Development	Building Official	$ 186.96	3.40%	$ 193.32
Community Development	Senior Building Inspector	$ 157.15	3.40%	$ 162.49
Community Development	Building Inspector/Plan Checker	$ 144.96	3.40%	$ 149.89
Community Development	Building Inspector	$ 134.12	3.40%	$ 138.68
Community Services	Community Services Director	$ 203.21	3.40%	$ 210.12
Community Services	Community Services Manager	$ 111.09	3.40%	$ 114.87
Community Services	Recreation Coordinator	$ 75.87	3.40%	$ 78.45
Community Services	Management Analyst I	$ 96.19	3.40%	$ 99.46
Community Services	Administrative Assistant	$ 54.19	3.40%	$ 56.03
Public Works	Assistant City Manager/Public Works Director	$ 185.60	3.40%	$ 191.91
Public Works	Principal Civil Engineer	$ 119.22	3.40%	$ 123.27
Public Works	Senior Public Works Inspector	$ 96.19	3.40%	$ 99.46
Public Works	Administrative Assistant II	$ 71.80	3.40%	$ 74.24
Public Works	Parks Supervisor	$ 115.15	3.40%	$ 119.07
Public Works	Public Works Supervisor	$ 106.81	3.40%	$ 110.44
Public Works	Assistant Engineer	$ 75.71	3.40%	$ 78.28
Public Safety	Captain (OCSD)	$ 245.00	3.40%	$ 253.33
Public Safety	Sergeant (OCSD)	$ 195.00	3.40%	$ 201.63
Public Safety	Investigator (OCSD)	$ 187.00	3.40%	$ 193.36
Public Safety	Deputy Sheriff II (OCSD)	$ 159.00	3.40%	$ 164.41

Note: Any service provided that not identified in the fee schedule, shall be charged on a time and materials basis using the applicable rates above.

CITY OF LAGUNA HILLS RENTAL FEES AND DEPOSITS SCHEDULE

A) Community Center Facility Rental Rates

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
ALL FEES ARE PER HOUR UNLESS NOTED OTHERWISE					
Heritage Room (Full Banquet Room Rental)					
Weekday	$ ~~130~~145.00	$ ~~165~~180.00	$ ~~200~~215.00	$ ~~255~~270.00	$ ~~330~~345.00
Weekend	$ ~~135~~150.00	$ ~~180~~195.00	$ ~~210~~225.00	$ ~~270~~285.00	$ ~~365~~380.00
Overnight (flat fee per night)	$ 165.00	$ 220.00	$ 270.00	$ 330.00	$ 380.00
Heritage Room A/B/C (1/3 of Banquet Room Rental) (1/3 of Banquet Room is available for Weekday Rentals Only)					
Weekday	$~~75~~85.00	$~~90~~100.00	$~~115~~125.00	$~~160~~170.00	$~~175~~185.00
~~Weekend~~	~~$85.00~~	~~$100.00~~	~~$125.00~~	~~$170.00~~	~~$210.00~~
Overnight (flat fee per night)	$75.00	$105.00	$135.00	$160.00	$185.00
Heritage Room - 2/3 of Banquet Room Rental (A+B, B+C)					
Weekday	$1~~0~~0.00	$~~125~~135.00	$~~155~~165.00	$~~205~~215.00	$~~250~~260.00
Weekend	$~~110~~120.00	$~~140~~150.00	$~~165~~175.00	$~~220~~230.00	$~~285~~295.00
Overnight (flat fee per night)	$75.00	$105.00	$135.00	$160.00	$185.00
Kitchen Use (Heritage Room)					
~~Full Use w/Rental of Room (Per Hour)~~	~~$35.00~~	~~$35.00~~	~~$40.00~~	~~$40.00~~	~~$65.00~~
Partial Use w/Rental of Room - Includes use of Refrigerator, Ice Machine (Flat Fee)	$~~50~~35.00	$~~50~~35.00	$~~60~~40.00	$~~60~~40.00	$~~90~~65.00
~~Kitchen Rental Only (Per Hour)~~	~~$40.00~~	~~$40.00~~	~~$50.00~~	~~$50.00~~	~~$70.00~~
Large Classroom (A & B Combined)	$45.00	$60.00	$75.00	$100.00	$130.00
~~**Individual Classroom (A or B)**~~	~~$40.00~~	~~$50.00~~	~~$70.00~~	~~$85.00~~	~~$110.00~~
Kitchen Use (Classroom) *Kitchen rental without Classroom rental is not available*					
Partial Use - Includes use of Refrigerator, and Oven only (Flat Fee)	$20.00	$20.00	$20.00	$20.00	$20.00
Art Room	$40.00	$50.00	$70.00	$85.00	$110.00

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
Physical Activity Room	$45.00	$50.00	$60.00	$80.00	$100.00
Tower Room	$35.00	$40.00	$45.00	$55.00	$60.00
Plaza Rental	$25.00	$30.00	$40.00	$50.00	$60.00
Alcohol Permit Fee (Flat Fee)	$50.00	$50.00	$50.00	$50.00	$50.00

Miscellaneous Fees

Cancellation Fees:
At Least 30 days prior: Full Refund
Less than 30 days: Forfeit Deposit

Lobby Rental Fee:
$100 flat fee

Dance Floor Rental Fee:
16' x 20' = $200 rental fee

~~**AV System with Screen and Podium Rental:**~~
~~$75 flat fee~~

Deposit Fee:
$250 – Deposit for events not serving alcohol
$500 – Deposit for events serving alcohol or in excess of 75 guests

B) Gymnasium Rental Rates

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
ALL FEES ARE PER HOUR UNLESS NOTED OTHERWISE					
One Court	$25.00	$50.00	$70.00	$105.00	$125.00
Full Gymnasium	$~~45~~50.00	$~~105~~100.00	$~~155~~140.00	$~~185~~210.00	$~~225~~250.00
Full Gymnasium Overnight *(*flat fee per night)	$~~75.00~~150.00	$195.00	$315.00	$365.00	$450.00

Laguna Hills Youth Sports Organization Gymnasium Rates

Type of Use	Youth Sport Organization
Without Lights	
One Court	No charge
Full Gymnasium	No charge
With Lights	
One Court	$~~15~~13.00/hr.
Full Gymnasium	$~~30~~25.00/hr.
Full Gymnasium Overnight (flat fee per night)	$70.00

C) Neighborhood Park and Outdoor Amenity Rates

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
ALL FEES ARE PER HOUR UNLESS NOTED OTHERWISE					
Neighborhood Park					
Refundable Deposit (Flat Fee)	$100.00	$100.00	$100.00	$100.00	$200.00
Rental Fee	$0	$20.00	$40.00	$45.00	$60.00
CC Sports Complex					
Refundable Deposit (Flat Fee)	$100.00	$100.00	$100.00	$100.00	$200.00
Picnic Shelter Rental Fees (per Bay)	$30.00	$40.00	$55.00	$60.00	$75.00
Picnic Shelter Entire Bay Rental	$70.00	$75.00	$160.00	$175.00	$230.00
Entire Bay Overnight (Flat Fee)	$90.00	$90.00	$90.00	$90.00	$90.00
Gazebo	$10.00	$10.00	$15.00	$15.00	$15.00
Town Green	$25.00	$30.00	$35.00	$40.00	$45.00

D) Athletic Field Rates

	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
ALL FEES ARE PER HOUR UNLESS NOTED OTHERWISE					
Daytime Use (No lights)					
Cabot Park Sports Complex	N/A	$35.00	$50.00	$55.00	$60.00
Laguna Hills Community Center & Sports Complex	N/A	$35.00	$50.00	$55.00	$60.00
Use of Fields w/Lights					
Laguna Hills Community Center & Sports Complex	$25.00	$45.00	$60.00	$70.00	$75.00
Field Overnight (Flat Fee per night)	$~~20~~100.00	$~~40~~100.00	$~~40~~125.00	$~~60~~150.00	$~~80~~200.00
Non-Primary Use of Athletic Fields (use other than for sport related activities)					
Use of fields without lights	$45.00	$50.00	$55.00	$60.00	$70.00
Use of fields with lights	$60.00	$65.00	$70.00	$75.00	$80.00
Field Overnight (Flat Fee per night)	$~~40.00~~150.00	$~~60.00~~175.00	$~~60.00~~200.00	$~~80.00~~250.00	$~~100.00~~300.00

E) Hockey Rink Rates

Type of Use	A RESIDENT NONPROFIT	B RESIDENT PRIVATE	C NON-RESIDENT NONPROFIT	D NON-RESIDENT PRIVATE	E COMMERCIAL
ALL FEES ARE PER HOUR UNLESS NOTED OTHERWISE					
Daytime Use	~~$25.00~~N/A	$30.00	$40.00	$50.00	$85.00
Use of Hockey Facility with Lights	$~~30~~25.00	$35.00	$50.00	$60.00	$95.00

F) Skate Park Rates (Commercial Use Only)

$500 half-day rental fee

$1,000 full day rental fee

G) After Hours Rate

Any group using City Facilities outside of established hours of operations shall pay for each or any part of an hour for each City staff member assisting with the Facility reservation, in addition to the regular rental fee as established by City Council resolution.

Staff Position	Rate per hour
Recreation Coord.	$78.45
PT Recreation Leader	$22.00

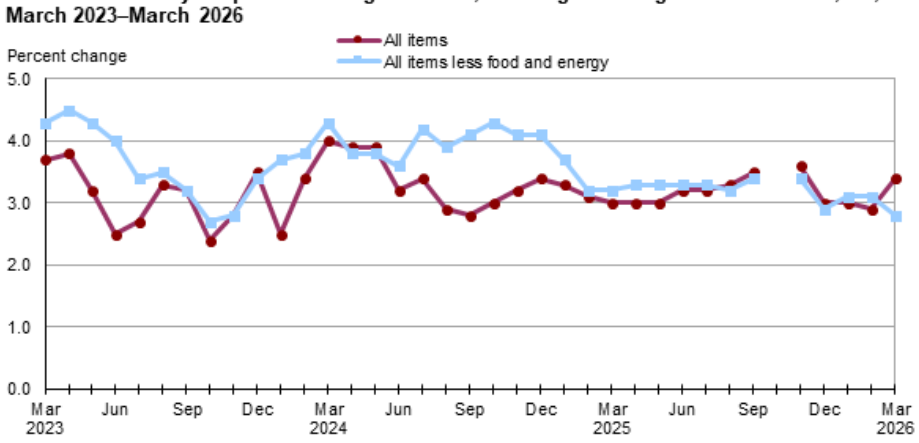
Consumer Price Index, Los Angeles area — March 2026

Area prices were up 1.1 percent over the past month, up 3.4 percent from a year ago

The Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim advanced 1.1 percent in March, the U.S. Bureau of Labor Statistics (BLS) reported today. Regional Commissioner Chris Rosenlund noted that the energy index increased 11.7 percent. The food index rose 0.4 percent, and the index for all items less food and energy rose 0.5 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

The Los Angeles area all items CPI-U rose 3.4 percent for the 12 months ending in March. The index for all items less food and energy advanced 2.8 percent over the year. Food prices advanced 3.2 percent. Energy prices rose 11.2 percent.

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, March 2023–March 2026



Note: The October 2025 data values are not available due to the 2025 lapse in appropriations.
Source: U.S. Bureau of Labor Statistics.

View Chart Data

Food

Food prices advanced 0.4 percent for the month of March. Prices for food at home (grocery store purchases) rose 0.4 percent, with higher prices in 3 of the 6 major grocery store food groups. Prices for food away from home (restaurant, cafeteria, and vending purchases) advanced 0.4 percent for the same period.

Food prices advanced 3.2 percent over the year. Prices for food at home rose 2.9 percent, with higher prices in 4 of the 6 major grocery store food groups. Prices for food away from home advanced 3.2 percent.

Energy

The energy index advanced 11.7 percent over the month. Gasoline prices increased 21.2 percent.

Energy prices rose 11.2 percent over the year. Gasoline prices rose 18.7 percent.

All items less food and energy

The index for all items less food and energy advanced 0.5 percent in March. Among the index's components, prices were higher for apparel (+1.2 percent) and education and communication (+0.6 percent). In contrast, prices were lower for recreation (-1.8 percent) and other goods and services (-0.2 percent).

The index for all items less food and energy advanced 2.8 percent over the year. Components contributing to the increase included medical care (+3.0 percent) and shelter (+2.8 percent). In contrast, prices were lower for used cars and trucks (-4.1 percent) and recreation (-2.5 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2022		2023		2024		2025		2026	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	1.1	7.5	1.9	5.8	1.0	2.5	0.9	3.3	0.9	3.0
February	0.3	7.4	-0.3	5.1	0.5	3.4	0.3	3.1	0.2	2.9
March	1.5	8.5	0.1	3.7	0.7	4.0	0.7	3.0	1.1	3.4
April	0.5	7.9	0.7	3.8	0.6	3.9	0.6	3.0		
May	0.8	8.0	0.1	3.2	0.1	3.9	0.1	3.0		
June	1.1	8.6	0.5	2.5	-0.2	3.2	0.0	3.2		
July	-0.2	7.7	0.0	2.7	0.2	3.4	0.2	3.2		
August	0.1	7.6	0.7	3.3	0.1	2.9	0.3	3.3		
September	0.5	7.8	0.3	3.2	0.2	2.8	0.4	3.5		
October	0.6	7.5	-0.1	2.4	0.0	3.0	-	-		
November	-0.8	6.0	-0.4	2.8	-0.2	3.2	-	3.6		
December	-0.6	4.9	0.0	3.5	0.2	3.4	-0.3	3.0		
Note: The October 2025 data values are not available due to the 2025 lapse in appropriations										

The April 2026 Consumer Price Index for the Los Angeles area is scheduled to be released on May 12, 2026.

News Release Information

26-625-SAN
Friday, April 10, 2026

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Related Links

CPI historical databases

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for Los Angeles is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

A full all-items data series history for the original index value and for 1-month, 2-month, 3-month, 6-month, and 12-month percent changes can be accessed via BLS data query tools. A direct link to the all-items series is provided in Table 1 of this release under historical data.

The Los Angeles-Long Beach-Anaheim, CA Core Based Statistical Area includes Los Angeles and Orange Counties in California.

Refer to the national CPI news release technical note or the Handbook of Methods for more information.

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Los Angeles-Long Beach-Anaheim, CA, CPI-U by expenditure category for March 2026, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from -		
	Historical data	Jan. 2026	Feb. 2026	Mar. 2026	Mar. 2025	Jan. 2026	Feb. 2026
All items		347.690	348.361	352.221	3.4	1.3	1.1
All items (1967=100)		1,027.230	1,029.213	1,040.617			
Food and beverages		356.526	357.645	359.170	3.2	0.7	0.4
Food		359.298	360.819	362.276	3.2	0.8	0.4
Food at home		337.921	339.865	341.225	2.9	1.0	0.4
Cereals and bakery products		353.836	355.639	354.662	1.7	0.2	-0.3
Meats, poultry, fish, and eggs		373.968	370.040	366.012	-5.1	-2.1	-1.1
Dairy and related products		298.679	292.787	294.884	-4.2	-1.3	0.7
Fruits and vegetables		438.381	443.562	448.589	9.4	2.3	1.1
Nonalcoholic beverages and beverage materials(1)		337.470	334.475	333.019	3.7	-1.3	-0.4
Other food at home		275.020	283.943	289.100	8.4	5.1	1.8
Food away from home		377.690	378.545	380.092	3.2	0.6	0.4
Alcoholic beverages		293.499	287.493	290.140	3.0	-1.1	0.9
Housing		401.674	404.146	404.174	2.7	0.6	0.0
Shelter		462.372	465.384	465.589	2.8	0.7	0.0
Rent of primary residence		492.544	493.909	494.377	2.9	0.4	0.1
Owners' equiv. rent of residences(2)		482.423	485.272	484.734	3.1	0.5	-0.1
Owners' equiv. rent of primary residence(2)		482.396	485.244	484.706	3.1	0.5	-0.1
Household furnishings and operations		129.441	130.062	130.677	2.0	1.0	0.5
Apparel		126.563	127.522	129.096	2.5	2.0	1.2
Transportation		280.765	280.576	300.827	9.1	7.1	7.2
Private transportation		280.416	283.490	301.715	7.3	7.6	6.4
New and used motor vehicles(3)		108.337	107.875	108.095	-1.3	-0.2	0.2
New vehicles(1)		193.122	193.305	193.510	0.4	0.2	0.1
Used cars and trucks(1)		339.625	335.740	336.639	-4.1	-0.9	0.3
Motor fuel		332.346	347.839	421.848	18.8	26.9	21.3
Gasoline (all types)		323.732	338.924	410.868	18.7	26.9	21.2
Gasoline, unleaded regular(4)		323.344	338.676	411.888	18.9	27.4	21.6
Gasoline, unleaded midgrade(4)(5)		310.633	325.393	391.866	18.1	26.2	20.4
Gasoline, unleaded premium(4)		313.779	327.925	393.066	17.7	25.3	19.9
Medical care		611.714	620.441	620.137	3.0	1.4	0.0
Recreation(3)		129.824	124.254	122.050	-2.5	-6.0	-1.8
Education and communication(3)		158.377	156.594	157.565	-0.9	-0.5	0.6
Tuition, other school fees, and child care(1)		2,431.437	2,431.437	2,441.581	3.4	0.4	0.4
Other goods and services		573.292	570.463	569.290	4.8	-0.7	-0.2

Footnotes
(1) Indexes on a December 1977=100 base.
(2) Indexes on a December 1982=100 base.
(3) Indexes on a December 1997=100 base.
(4) Special index based on a substantially smaller sample.
(5) Indexes on a December 1993=100 base.

- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date.

Table 2. Los Angeles-Long Beach-Anaheim, CA, CPI-U by special aggregate index for March 2026, not seasonally adjusted (1982-84=100 unless otherwise noted)

Special aggregate index	Indexes				Percent change from -		
	Historical data	Jan. 2026	Feb. 2026	Mar. 2026	Mar. 2025	Jan. 2026	Feb. 2026
All items		347.690	348.361	352.221	3.4	1.3	1.1
Food		359.298	360.819	362.276	3.2	0.8	0.4
Energy		376.988	388.145	433.683	11.2	15.0	11.7
All items less food and energy		346.089	345.916	347.477	2.8	0.4	0.5
All items less energy		347.923	348.011	349.555	2.9	0.5	0.4
All items less medical care		336.163	336.501	340.525	3.4	1.3	1.2
All items less shelter		296.644	296.306	301.718	3.8	1.7	1.8
Commodities		221.765	223.491	229.010	4.0	3.3	2.5
Commodities less food		162.416	164.180	171.162	4.9	5.4	4.3
Commodities less food & beverages		156.819	158.729	165.694	4.9	5.7	4.4
Durables		97.447	97.399	97.551	-0.2	0.1	0.2
Nondurables		290.786	293.684	302.713	5.1	4.1	3.1
Nondurables less food & beverages		222.602	227.247	243.677	8.2	9.5	7.2
Nondurables less food		229.885	234.055	250.037	8.0	8.8	6.8
Services		460.459	460.074	462.184	3.1	0.4	0.5
Services less rent of shelter(1)		470.442	465.119	470.066	3.6	-0.1	1.1
Services less medical care services		445.372	444.413	446.626	3.1	0.3	0.5

Footnotes
(1) Indexes on a December 1982=100 base.

- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date.

Last Modified Date: Friday, April 10, 2026

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Telephone: 415-625-2270 www.bls.gov/regions/west Contact Western Region

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Authority to Advertise for Construction, Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241

Recommendation: That the City Council: 1. Approve the plans and specifications for Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241; 2. Authorize the advertisement for bids for Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241; 3. Authorize the City Engineer to make minor edits to the plans and specifications as necessary prior to bidding; and 4. Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - “Existing Facilities."

Background:

On August 26, 2025, City Council held a Special Meeting to review conceptual park designs for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park as part of Capital Improvement Project No. 241, "Park Improvements." City staff presented a report with conceptual plans for park improvements, and a list of recommended improvements to each of the parks. The list included proposed "base bid" items, "additive bid" items, and items not recommended for inclusion in the park designs. After significant discussion, City Council approved City staff's list of recommended improvements as the basis for the final design effort. The relevant pages and the recommended improvements list included in the August 26, 2025, Special Meeting Agenda Report are attached.

Since August 2025, City staff and the park design consultants, RJM Design Group, Inc. and David Volz Design (now called DVD Creative), have been working to complete final design plans for construction bidding. The park design plans and bid documents include "base bid" items and "additive bid" items that will allow for significant flexibility upon contract award.

Unfortunately, since August 2025, construction and material costs have continued to outpace general inflation measures. The park design consultants have generated new construction cost estimates that, when combined with the earmarks for playground surfacing rubber replacements at three other parks, exceed the available budget in Capital Improvement Project No. 241. However, inflation-hedging measures are available to reduce project expenses while allocating new funding sources to resolve any funding shortfalls. One potential cost-savings approach is for the City to purchase playground equipment and fixtures directly from the manufacturers, thereby limiting contractor markup and allowing project cost savings. One potential funding source is to allocate anticipated park fees from recently approved housing projects to this Project. Additionally, the earmarks within Capital Improvement Project No. 241 for playground surfacing rubber replacements at the three other parks could be recognized in a separate capital improvement project, yet to be established. Estimated project costs are included in the attached spreadsheet.

The plans, specifications, and bid documents are now complete.

For record keeping, the City Engineer has assigned the following Capital Improvement Project sub-project numbers:

CIP 241-A: Cabot Park Rehabilitation Project
CIP 241-B: El Conejo Park Rehabilitation Project
CIP 241-C: MacKenzie Park Rehabilitation Project
CIP 241-D: San Remo Park Rehabilitation Project
CIP 241-E: Veeh Ranch Park Rehabilitation Project

For ease of review, the project plans were not inserted into the bid documents and specifications as doing so would create duplication in the agenda packet.

City staff recommends approval of the plans and specifications for the park improvements to allow for contractor bidding. Once bids are received, City staff will return to City Council with recommendations for project award. If the bids, in whole or in part, exceed the available budget in Capital Improvement Project No. 241, City staff will recommend which improvements should be awarded, if any playground equipment

and fixtures should be purchased directly from manufacturers, and if any park fees not currently recognized should be allocated toward these projects.

Fiscal Impact:

The construction cost estimates and available budget is shown in the attached spreadsheet. The extensive information contained therein could not be imported into the City Clerk's agenda management software.

To summarize the spreadsheet, the estimated total construction cost for the five playgrounds, using the "base bid" construction cost estimates only, is $3,440,997.

Based on the encumbrances for design work and other associated costs, approximately $3,662,109 is available for construction. However, this assumes that no funding will be allocated for rubberized playground surfacing replacements at the Community Center, Mandeville Park, or Mendocino Park, which were originally identified as additional needs by the Public Works Department and to be included in CIP 241.

The attached spreadsheet shows options for cost savings related to direct purchase of playground equipment. City staff is also hopeful that the bids will come in under the construction cost estimates.

Fortunately, if the bids exceed the available budget and/or if City Council desires to construct any additive bid items, housing projects recently approved by the City Council are eventually expected to pay the following park fees, which could be used to fund any funding shortfall:

- Vesting Tentative Tract Map/Site Development Permit/Precise Plan/Conditional Use Permit/Parking Use Permit No. 0209-2025 (Terravita): $7,505,280
- Vesting Tentative Parcel Map/ Site Development Permit/Precise Plan/Parking Use Permit No. 0166-2023 (Oakbrook Plaza Senior Housing Project): $3,909,000
- Vesting Tentative Tract Map (VTTM)/Site Development Permit (SDP) No. USE-0211-2025 (23161 Mill Creek Drive/Toll Brothers/Khoshbin): $562,896

Upon receipt of bids, City staff will recommend which improvements should be awarded, if any playground equipment and fixtures should be purchased directly from the manufacturers, and if any park fees not currently recognized should be allocated toward these projects.

Attachments:

1. CIP 241 Cost Estimates and Available Budget
2. Select Pages from August 26, 2025, Special Meeting Agenda Packet
3. Cabot Park Concept Plans: Base and Additive Bids
4. Cabot Park Construction Plans, CIP 241-A
5. Cabot Park Bid Documents and Specifications, CIP 241-A
6. El Conejo Park Concept Plans: Base and Additive Bids
7. El Conejo Park Construction Plans, CIP 241-B
8. El Conejo Park Bid Documents and Specifications, CIP 241-B
9. MacKenzie Park Concept Plans: Base and Additive Bids
10. MacKenzie Park Construction Plans, CIP 241-C
11. MacKenzie Park Bid Documents and Specifications, CIP 241-C
12. San Remo Park Concept Plans: Base and Additive Bids
13. San Remo Park Construction Plans
14. San Remo Park Bid Documents and Specifications, CIP 241-D
15. Veeh Ranch Park Concept Plans: Base and Additive Bids
16. Veeh Ranch Park Construction Plans
17. Veeh Ranch Park Bid Documents and Specifications, CIP 241-E

Estimated Project Costs as presented at the May 28, 2025 Parks & Recreation Commission Special Meeting and the August 26, 2025 City Council Special Meeting:

			(Original budget, prior to start of FY 2025-2027 biennial budget, inclusive of April 2026
Total Budget	$	4,300,000.00	Park In-Lieu fees)
Design, Specifications, Construction Support	$	(580,000.00)	(Encumberances for RJM and DVD design work)
Budget Available for Improvements	**$**	**3,720,000.00**	
Rubberized Resurfacing Projects	*Estimated Costs*		
Community Center Work	$	198,000.00	(Placeholder for rubberized surfacing replacements only)
Mandeville Park Work	$	133,500.00	(Placeholder for rubberized surfacing replacements only)
Mendocino Park Work	$	215,000.00	(Placeholder for rubberized surfacing replacements only)
Subtotal	*$*	*546,500.00*	
	Estimated "Base Bid"		
Playground Renovation Projects	*Cost as of May 28, 2025*		**Requested Additional Improvements Above "Low"/Base Bid Cost Conceptual Plan**
Cabot Park	$	571,323.00	plus Restroom Building/Medium Alternative, evaluate single color rubber
El Conejo Park	$	751,139.00	plus Basketball Court drainage and backboard
San Remo Park	$	528,423.00	plus Sand Volleyball area
MacKenzie Park	$	614,153.00	plus Medium Level playground equipment
Veeh Ranch Park	$	640,275.00	plus Different materials for light poles (e.g. Veeh Ranch)
Subtotal	*$*	*3,105,313.00*	
Total Work	**$**	**3,651,813.00**	

Estimated Project Costs as of April 28, 2026:

					(Original budget, prior to start of FY 2025-2027 biennial budget, inclusive of April 2026
Total Budget	$	4,300,000.00			Park In-Lieu fees)
					(Encumberances for RJM Design Group and DVDCreative park design work, plus Richard
Design, Specifications, Construction Support	$	(637,891.00)			Fisher Associates fees for rubberized resurfacing specifications)
Budget Available for Improvements	**$**	**3,662,109.00**			
Rubberized Resurfacing Projects	*Estimated Costs*				
Community Center Work	$	198,000.00			(Placeholder for rubberized surfacing replacements only)
Mandeville Park Work	$	133,500.00			(Placeholder for rubberized surfacing replacements only)
Mendocino Park Work	$	215,000.00			(Placeholder for rubberized surfacing replacements only)
Subtotal	*$*	*546,500.00*			
	Estimated "Base Bid" Cost as of April 28, 2026		*Estimated Cost of Playground Equipment Only*	*Estimated Cost of Playground with Contractor Markup*	
Playground Renovation Projects					**Requested Additional Improvements Above "Low"/Base Bid Cost Conceptual Plan**
Cabot Park	$	760,244.00	$ 152,000.00	$ 182,400.00	plus Restroom Building/Medium Alternative, evaluate single color rubber
El Conejo Park	$	832,818.00	$ 229,000.00	$ 295,000.00	plus Basketball Court drainage and backboard
San Remo Park	$	538,576.00	$ 140,000.00	$ 168,000.00	plus Sand Volleyball area
MacKenzie Park	$	677,231.00	$ 216,000.00	$ 277,000.00	plus Medium Level playground equipment
Veeh Ranch Park	$	632,128.00	$ 170,000.00	$ 204,000.00	plus Different materials for light poles (e.g. Veeh Ranch)
Subtotal	*$*	*3,440,997.00*	*$ 907,000.00*	*$ 1,126,400.00*	
			Potential net savings by ordering		
Total Work	**$**	**3,987,497.00**	*equipment direct*	*$ 219,400.00*	

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 26, 2025
To: Mayor and Council Members
From: Joe Ames, Interim City Manager
Issue: Review and Selection of Proposed Park Designs for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241

Recommendation: That the City Council approve City staff's recommended list of proposed renovations for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, and authorize City staff to proceed with developing final design plans and specifications.

Background:

At the November 21, 2023, City Council meeting, City Council transferred all available Quimby Act Park In-Lieu funds to Capital Improvement Project No. 241, General Park Improvements. The Quimby Act Park In-Lieu funds, which are funds local developers pay as “in lieu” park fees, must be spent by the City on developing new parks, or rehabilitating or enhancing existing parks or recreational facilities/recreational amenities, and must be committed within five years of receiving the funding. The first $2 million allocation was received in July 2022, and the second $2 million allocation is expected to be received in April 2026. As such, it is imperative that the first round of funding gets committed and allocated towards construction contracts by July 2027.

As part of the November 21, 2023, City Council meeting report, City staff wrote that they evaluated all 14 of the City’s parks and prioritized proposed park rehabilitation and/or enhancement improvements, primarily focusing on the condition of existing playgrounds as the metric for prioritizing park improvements. Of the 14 parks, City staff chose eight (8) parks as the ones with the highest need for improvements based upon the age and condition of the existing playgrounds, and provided estimated budgets and recommended minimum scope of work at each park. Five of the eight parks were

determined to need playground structure replacements: Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park. Three more parks were identified as needing rubberized play surfacing replacements: Community Center/Dinosaur Park, Mandeville Park, and Mendocino Park.

On May 14, 2024, the City Council awarded Professional Services Agreements to RJM Design Group (RJM) for landscape architectural design services for Cabot Park, San Remo Park, and Veeh Ranch Park, and to David Volz Design Landscape Architects, Inc. (DVD) for landscape architectural design services for El Conejo Park and MacKenzie Park.

In August 2024, both RJM and DVD held two in-person public workshops at each park to elicit public input for potential park improvements. Additionally, during August 2024, both RJM and DVD conducted surveys for residents to provide comments and suggestions on park improvements that were then presented to the Parks and Recreation Commission at Special Meetings held on September 16 and September 18, 2024, and to the City Council at a Special Meeting on February 4, 2025. The public participated in and provided feedback at all meetings.

Based upon feedback from both the Parks and Recreation Commission and City Council, the consultants developed three (3) proposed conceptual park improvement designs that are "low," "medium," and "high" cost designs for each park. The "low" cost designs were expected to align with the available budget in CIP 241.

As part of the feedback received, City staff also understood that Cabot Park may benefit from additional value engineering to determine if the existing age 5-12 playground “super structure” (the upright posts) could be reused in order to potentially provide funding for the renovation of the existing adjoining restroom building, which City staff determined needs renovation. In October and November 2024, City staff worked with RJM to develop a scope and budget for this work but ultimately concluded that this additional scope of work would not be entirely offset by reusing the age 5-12 playground super structure. (However, as noted in the proposed recommended improvements, this additional work is recommended.)

With this additional information in mind, on May 28, 2025, the consultants presented at a Parks and Recreation Commission Special Meeting the proposed "low," "medium," and "high" cost conceptual designs for each park. City staff indicated that based upon the funding available, the "low" cost designs are within the available budget in CIP 241, if the April 2026 Quimby Act Park In-Lieu fees are included. The Parks and Recreation Commission provided feedback on the alternatives, recommending the "low" cost

conceptual designs, but also recommending that City bid out some elements from the "medium" cost conceptual designs as alternative or additive bid items.

Since May, City staff reviewed the cost estimates provided by the consultants and further refined the scope of work for each park, identifying potential cost savings and additional improvements that could be bid out as alternative or additive bid items. City staff, RJM, and DVD are now bringing the conceptual park improvement designs before the City Council. City staff recommends that the City Council approve the recommended list of renovations for each park as the basis for final design efforts for each park. If approved, RJM and DVD will develop final design plans and specifications. It is City staff's intention that items listed as "proposed additive bid items" also be included in the final design efforts and bid out. Dependent on the bid results, City Council may choose to include some of these additive bid items in the construction contracts. City staff will return to City Council with the final design plans and specifications for review and approval prior to authorization to advertise for bids.

Fiscal Impact:

CIP No. 241 (General Park Renovations) was active in fiscal year 2024/2025 with an appropriated budget of $2,248,209.68, which included $2,004,696.68 in Quimby Act Park In-Lieu fees and $243,513.00 in Park Equipment Reserve funding. The project is still active in fiscal year 2025/2026, and the City anticipates to receive $2 million of additional Quimby Act Park In-Lieu fees in April 2026. During the biennial budget process, the City Council allocated these funds towards CIP No. 241. This brings the total budget allocation to $4,248,209.68.

After factoring in the payments for design services to the consulting firms totaling $580,000 and reserving a portion of the budget for rubberized play surfacing replacements at the Community Center/Dinosaur Park, Mandeville Park, and Mendocino Park totaling $546,500, there is a projected unencumbered balance of $3,121,709 remaining for construction purposes.

While the "base bid" recommended list of park renovations totals $3,294,455 and exceeds the projected unencumbered balance for construction, it is City staff's and the consultant's opinion that there will be additional cost savings realized when bidding out all five parks at the same time. Alternatively, depending on the results of the bidding process, City Council may choose to fund rubberized play surfacing replacements at the Community Center/Dinosaur Park, Mandeville Park, and Mendocino Park using General Fund reserves thereby increasing the unencumbered balance for construction purposes for renovation of the five parks.

Attachments:

1. City Staff Recommended List of Park Renovations
2. Parks and Recreation Commission Meeting Review of Budget and Requested Items - May 28 2025
3. Cabot Park: Low, Medium, and High Cost Conceptual Plans and Cost Estimates
4. El Conejo Park: Low, Medium, and High Cost Conceptual Designs and Cost Estimates
5. MacKenzie Park: Low, Medium, and High Cost Conceptual Designs and Cost Estimates
6. San Remo Park: Low, Medium, and High Cost Conceptual Plans and Cost Estimates
7. Veeh Ranch Park: Low, Medium, and High Cost Conceptual Plans and Cost Estimates

City Staff Recommendations for Improvements

These recommendations are, in part, based on input from Parks & Recreation Commission Meeting of May 28, 2025 plus additional value engineering analysis performed by City staff.

Cabot Park

Estimated Cost of Renovation $696,323

"What We Get": Proposed Items for Inclusion in a Base Bid	Proposed Additive Bid Items	EST.	"What We Don't Get": Proposed Items Not Bid Out	Est.
1. Baseball themed playground with new rubber surfacing	1. Handrail Renovation	$60k	1. Irrigation upgrade	$53.3K
2.Park Monument Sign	2. Drinking Fountain	$8k	2. Planting	$19.8K
3.(2) Concrete Tables	3. Upgraded Park Security Lighting	$47.5k		
4. (7) Benches				
5. (15) Waste Receptacles				
6. Restroom Renovation				

Veeh Ranch Park

Estimated Cost of Renovation $640,275

"What We Get": Proposed Items for Inclusion in a Base Bid	Proposed Additive Bid Items	EST.	"What We Don't Get": Proposed Items Not Bid Out	Est.
1. Low Cost Alternative Playground (all levels offer the same equip.) w/ new rubber surfacing	1. Shade canopy for playground equipment not swing bay	$67.5k	1. Fitness equipment	$30k
2. Park Security Lighting			2. (1 extra) Concrete Table	$2.5K
3. Park Monument sign			3. (6 extra) Concrete Benches	$21K
4. (2) Concrete Tables			4. (1 extra) Waste Receptacle	$1.2K
5. (3) Benches			5. Drinking Fountain	$8K
6. (3) Waste Receptacles			6.Expanded hardscape by play area	$102.5K

San Remo Park

Estimated Cost of Renovation $569,333

"What We Get": Proposed Items for Inclusion in a Base Bid	Proposed Additive Bid Items	EST.	"What We Don't Get": Proposed Items Not Bid Out	EST.
1. Low Cost Alternative Playground w/ new rubber surfacing	1. Expanded play w/swing and shade	$112K	1. Tennis Court and Tennis Lighting Reno	$77.2K
2. Park Monument Sign	2. (2) Concrete Benches (play area)	$7K	2. Additional 306 sq ft of picnic area	$5.8K
3. Medium Level Picnic Seating Level	3. New Drinking Fountain with Service line	$12.4K	3. (1) Concrete table (picnic area)	$3.5K
	4. Exercise Exquipment	$12K	4. Additional landscaping at Picnic Area	$2.7K
	5. (2) Concrete Benches (play area)	$7K		
	6. Additional Park benches (in the trees)	$8.2K		

City Staff Recommendations for Improvements

Mackenzie Park

Estimated Cost of Renovation $637,385

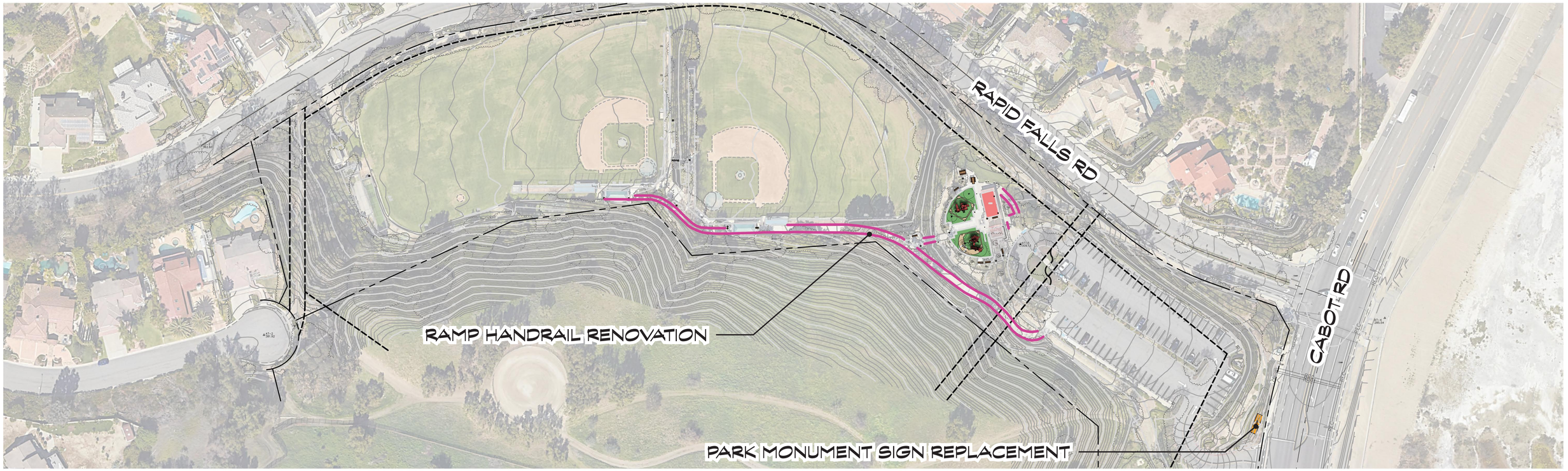
"What We Get": Proposed Items for Inclusion in a Base Bid	Proposed Additive Bid Items	EST.	"What We Don't Get": Proposed Items Not Bid Out	EST.
1. Low Cost Alternative Playground w/new rubber surfacing (previously was Medium level playground)	1. (2) Picnic Tables	$13.5K	1. Expanded Playground w/ new lighting	$415.1K
2. Park Mounment Sign	2. (4) Concrete Benches	$13K	2. Expanded picnic area	$26.9K
3. Drinking Fountain	3. Reconstruction of some perimeter walkways	$35.5K	3. Dog Park	$377.1K
4. ADA Compliant Tennis Court Entry + new planting			4. Reconstruction of perimeter walkways	$87.8K

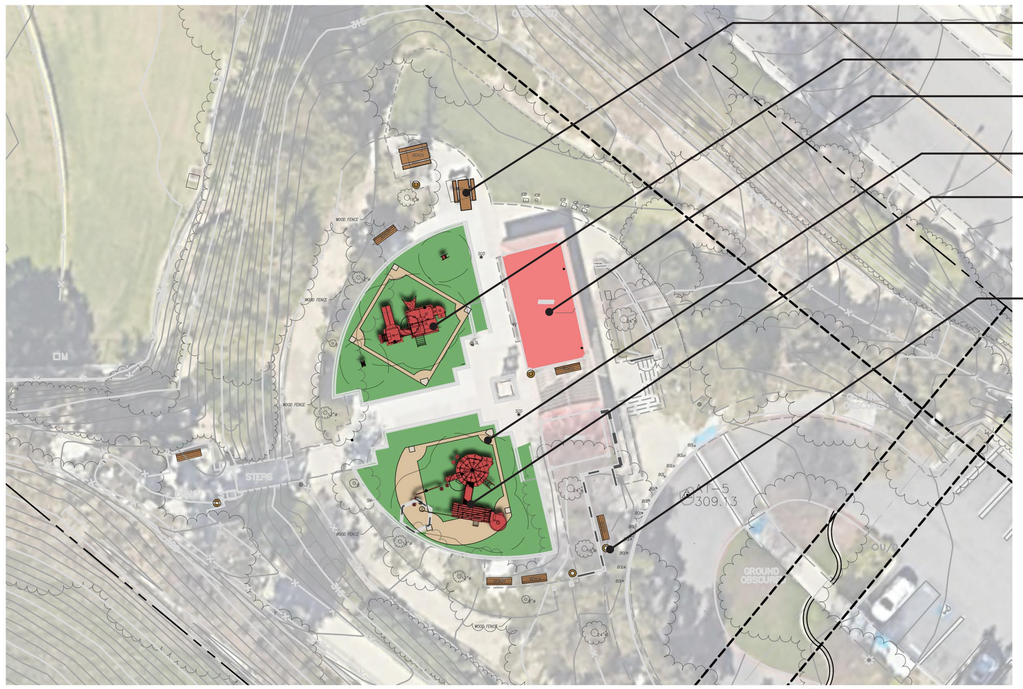
El Conejo Park

Estimated Cost of Renovation $751,139

"What We Get": Proposed Items for Inclusion in a Base Bid	Proposed Additive Bid Items	EST.	"What We Don't Get": Proposed Items Not Bid Out	EST.
1. Low Level Playground. w/ new rubber surface	1. Picnic Tables and BBQ Replacement	$36,800	1. Fitness Stations	$103.1K
2. Drinking Fountain	2. Med level play equipment and seating	$234K	2. High Level Plagyround	$286K
3. Park Mounument Sign	3. Hillside Erosion Control drain	$11.7K	3. Rebuild "creek" with boulders	$101.7K
4. ADA compliant park and playground entry pathway	4. (3) new playground benches			
5. "Creek" removal and new underground pipe				

Total Estimated Cost of 5 Park Renovations - Base Bid ("What We Get" Items) as described above: $3,294,455





0' 10' 20' 40'

REPLACED BENCHES / PICNIC TABLES
PROPOSED NEW 2-5 PLAYGROUND STRUCTURE
RESTROOM RENOVATIONS
REPLACED PLAYGROUND RESILIENT SURFACING
PROPOSED NEW 5-12 PLAYGROUND STRUCTURE
REPLACED TRASH / RECYCLING RECEPTACLES

0' 30' 60' 120'

PARK IMPROVEMENTS

- PARK MONUMENT SIGN REPLACEMENT
- PROPOSED NEW 5-12 PLAYGROUND STRUCTURE
- PROPOSED NEW 2-5 PLAY STRUCTURE
- REPLACED PLAYGROUND RESILIENT SURFACING
- REPLACED BENCHES / PICNIC TABLES
- REPLACED TRASH / RECYCLING RECEPTACLES
- RESTROOM RENOVATIONS
- RAMP HANDRAIL RENOVATION

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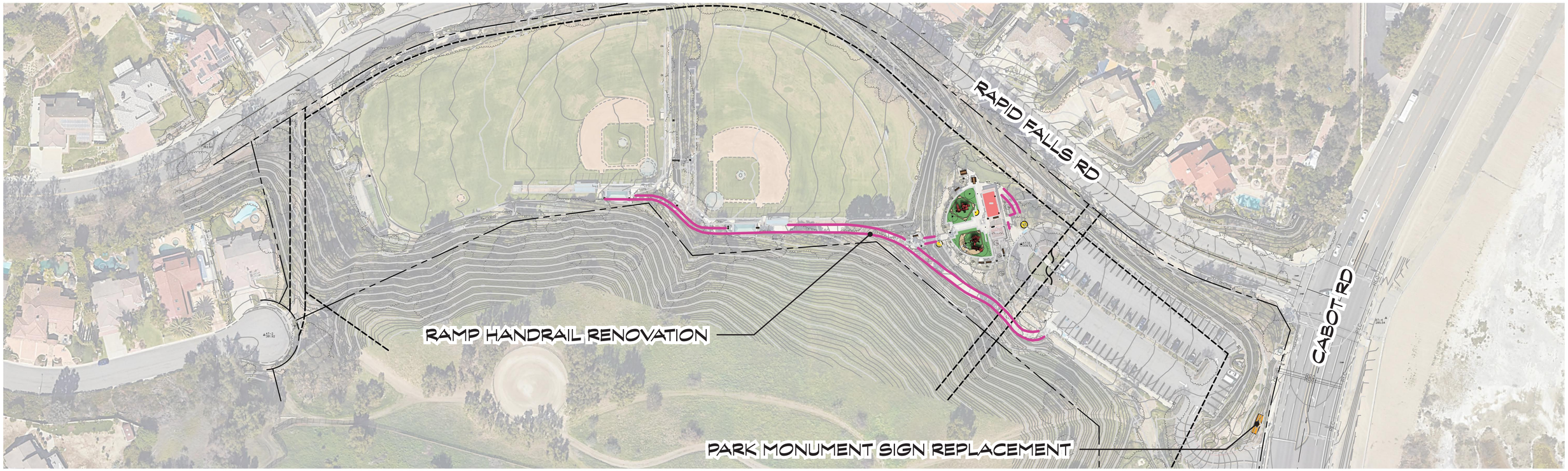
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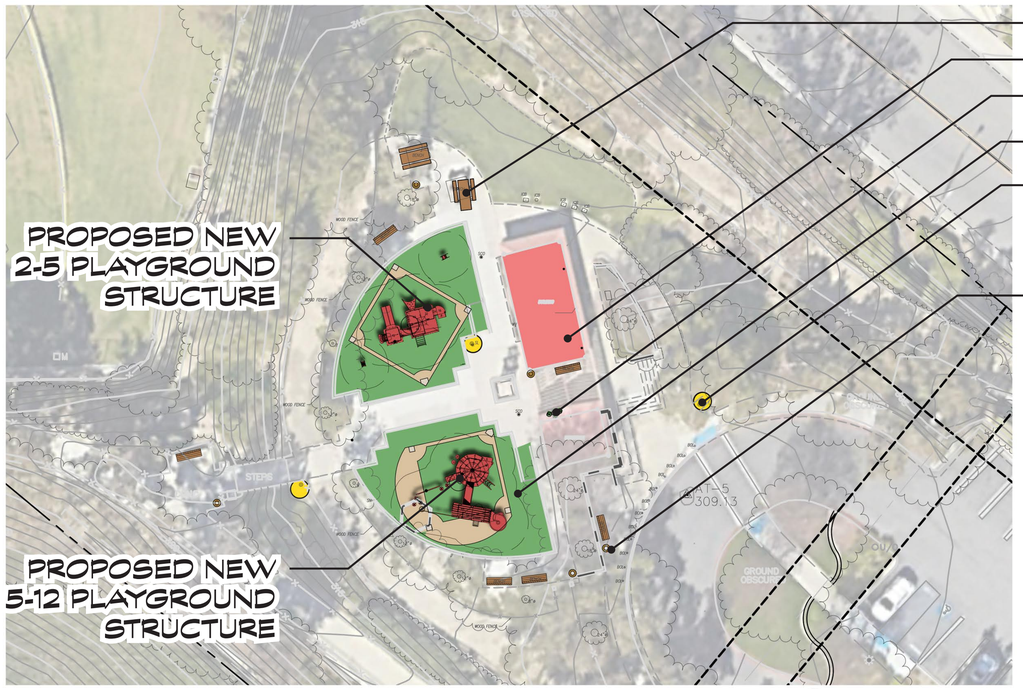
04/16/2026

BASE BID IMPROVEMENTS

CABOT PARK

CITY OF LAGUNA HILLS, CALIFORNIA





- REPLACED BENCHES / PICNIC TABLES
- RESTROOM RENOVATIONS
- REPLACED DRINKING FOUNTAIN WITH BOTTLE FILLER
- REPLACED PLAYGROUND RESILIENT SURFACING
- REPLACED PARK LIGHTING
- REPLACED TRASH / RECYCLING RECEPTACLES

0' 30' 60' 120'

PARK IMPROVEMENTS

- PARK MONUMENT SIGN REPLACEMENT
- PROPOSED NEW 5-12 PLAYGROUND STRUCTURE
- PROPOSED NEW 2-5 PLAY STRUCTURE
- REPLACED PLAYGROUND RESILIENT SURFACING
- REPLACED BENCHES / PICNIC TABLES
- REPLACED TRASH / RECYCLING RECEPTACLES
- RESTROOM RENOVATIONS
- RAMP HANDRAIL RENOVATION
- REPLACED PARK LIGHTING FIXTURES
- DRINKING FOUNTAIN WITH BOTTLE FILLER

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RJM DESIGN GROUP

04/16/2026

ADDITIVE BID IMPROVEMENTS

CABOT PARK

CITY OF LAGUNA HILLS, CALIFORNIA

CABOT PARK IMPROVEMENT PROJECT

28345 RAPID FALLS ROAD

CITY OF LAGUNA HILLS, CA

GENERAL NOTES:

A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF APWA STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STATE STANDARD SPECIFICATIONS, UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, ALL SAFETY ORDERS OF THE STATE INDUSTRIAL COMMISSION, TITLE 3, RULES AND REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITING, STATE OF CALIFORNIA TITLE 24, SECTION T-20-1401 THROUGH T-20-1406, AND TITLE 20, SECTION 1401-1406 ENERGY REGULATIONS.

B. THE DESIGN ADEQUACY AND SAFETY OF EXCAVATION, ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE LANDSCAPE ARCHITECT OR STRUCTURAL ENGINEER OR CONSULTANTS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE NECESSARY SAFETY PRECAUTIONS AND MEASURE NECESSARY TO EXECUTE THE WORK. OBSERVATION VISITS TO THE SITE BY THE LANDSCAPE ARCHITECT OR ANY OF HIS CONSULTANTS SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

C. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN AND / OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY'S REPRESENTATIVE.

D. THE CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE TWO (2) WORKING DAYS PRIOR TO START OF CONSTRUCTION.

E. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT THEIR OPERATIONS IN SUCH A MANNER SO AS TO PREVENT DAMAGE TO EXISTING SUBSTRUCTURES. IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND TOTAL EXPENSE FOR REPAIR AND / OR REPLACEMENT OF SAID SUBSTRUCTURE.

F. THE CONTRACTOR SHALL PROVIDE 72-HOUR NOTICE TO AFFECTED UTILITIES WHEN RELOCATION IS REQUIRED.

G. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN THE HOURS OF 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR SUNDAY, OR HOLIDAYS AT ANY TIME EXCEPT AS APPROVED BY THE CITY.

H. THE CONTRACTOR SHALL NOT BLOCK DRIVEWAYS OR VEHICULAR TRAFFIC DURING THE PROCESS OF CONSTRUCTION.

I. THE CONTRACTOR SHALL COMPLY WITH CITY TRAFFIC CONTROL STANDARDS DURING CONSTRUCTION.

J. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT BEFORE START OF CONSTRUCTION (811).

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL DURING CONSTRUCTION AND MAINTENANCE PERIOD.

L. CONTRACTOR MAY REQUEST THE USE OR SUBSTITUTION OF ENVIRONMENTALLY PREFERABLE PRODUCTS & RECYCLED PRODUCTS, WHENEVER PRACTICABLE & COST EFFECTIVE.

M. ALL REVISIONS & CHANGE ORDERS TO THE APPROVED LANDSCAPE ARCHITECTURAL PLANS & SPECIFICATIONS ARE SUBJECT TO REVIEW & APPROVAL BY THE CITY BEFORE WORK MAY CONTINUE.

N. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A 6' HIGH TEMPORARY CHAINLINK CONSTRUCTION FENCE WITH LOCKABLE GATES AROUND ALL CONSTRUCTION AREAS. FENCING SHALL BE PROVIDED WITH CONTINUOUS GREEN MESH WINDSCREEN SECURELY FASTENED AT ALL CORNERS. FENCING SHALL INCLUDE SUFFICIENT SANDBAGS TO KEEP THE FENCE IN PLACE THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL MAINTAIN FENCING UNTIL CITY'S ACCEPTANCE OF THE WORK. CONTRACTOR TO MAINTAIN 24/7 VEHICULAR ACCESS TO BOTH THE PARK & LIFT STATION.

O. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS.

P. THE CONTRACTOR SHALL MAINTAIN SANITARY TOILET FACILITIES DURING CONSTRUCTION AS REQUIRED BY APPLICABLE REGULATIONS.

Q. THE GENERAL CONTRACTOR WARRANTS TO THE CITY AND THE LANDSCAPE ARCHITECT THAT ALL MATERIALS AND EQUIPMENTFURNISHED WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS.

R. PAVING, MASONRY AND CONCRETE SUBCONTRACTORS ARE TO COORDINATE WITH THE IRRIGATION SUBCONTRACTOR FORSLEEVING, PIPING AND/OR CONDUIT INSTALLATION UNDER OR THROUGH HARDSCAPE ELEMENTS.

S. THE CONTRACTOR SHALL VERIFY ALL PROPERTY LINES OR LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.

T. IN THE CASE OF DISCREPANCIES IN THE DRAWINGS, SPECIFICATIONS SHALL TAKE PRECEDENCE OVER DETAILS, AND DETAILS SHALL TAKE PRECEDENCE OVER PLANS.

U. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED PROJECT UNLESS OTHERWISE SHOWN; THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES REQUIRED FOR SAME, WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES, WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS, WHETHER OF MATERIALS OR WORK, AND WHETHER PERFORMED PRIOR TO, DURING OR AFTER COMPLETION OF CONSTRUCTION, ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS BUT THEY DO NOT GUARANTEE GENERAL CONTRACTOR'S PERFORMANCE, AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.

V. PLANT MATERIAL SUPPLIER AND/OR LANDSCAPE CONTRACTOR SHALL PROVIDE GUARANTEED EVIDENCE TO THE CITY THAT ALL PLANT MATERIAL IS CONSISTENT WITH THE APPROVED PLANT LEGEND CONSIDERING GENUS, SPECIES, CULTIVARS, & SIZE SPECIFIED. ALL PLANT MATERIAL NOT CONSISTENT WITH THE PLANT LEGEND MAY BE REJECTED.

SURVEY RESPONSIBILITY NOTES:

A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE FIELD LAYOUT OF THE PROPOSED SITE IMPROVEMENTS INCLUDING, BUT NOT NECESSARILY LIMITED TO, HORIZONTAL AND VERTICAL CONTROL AND DIMENSIONAL COORDINATION AS NECESSARY TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS SURVEY WORK SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AND SHALL PROVIDE FOR THE SURVEY AND STAGING OF ALL CONSTRUCTION ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDING LOCATIONS, PAVING EDGES/ALIGNMENT FENCING, WALLS, LIGHT FIXTURES, SIGNS, MOW CURBS, SPECTATOR SEATING, SHADE STRUCTURES, HOME PLATES, BASE LINES, CURB AND GUTTER ALIGNMENTS, CATCH BASINS, DRAINS, ETC.

B. AN AUTOCAD-COMPATIBLE .DNG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR THEIR USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND IS INTENDED TO ASSIST THE SURVEYOR IN THE LAYOUT OF THE PROPOSED IMPROVEMENTS.

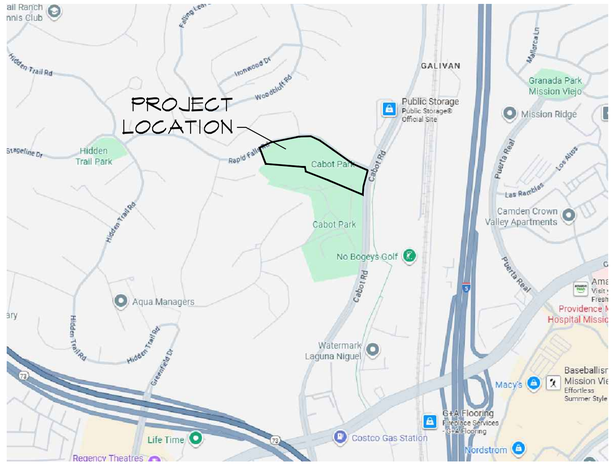
C. THE DIGITAL INFORMATION PROVIDED BY RJM DESIGN GROUP, INC. SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN FOR THE PROJECT DESCRIBED ABOVE AND SHALL NOT BE RELEASED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF RJM DESIGN GROUP, INC. THE INFORMATION CONTAINED ON THE ELECTRONIC MEDIA IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND SHALL REMAIN THE PROPERTY OF RJM DESIGN GROUP, INC.

UTILITY LOCATOR NOTES:

FOR CONSTRUCTION WORK LOCATED ON, AND ADJACENT TO THE PROJECT SITE, CONTRACTOR TO CONDUCT THE FOLLOWING:

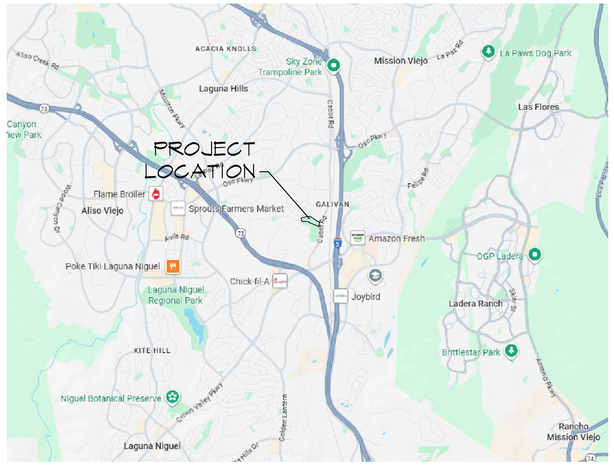
1. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL RETAIN AN INDEPENDENT UTILITY LOCATOR COMPANY, AT THEIR OWN EXPENSE, TO VERIFY ALL EXISTING UTILITY LOCATIONS, HEIGHTS, AND DEPTHS THROUGHOUT THE ENTIRE WORK AREA. THE UTILITY LOCATOR SHALL DETERMINE THE SIZE, AND TYPE OF ALL UTILITIES, AND IF DIRECT BURIED, OR IN CONDUIT.
2. THE CONTRACTOR SHALL REPORT ALL UTILITY LOCATIONS, HEIGHTS, DEPTHS, AND CONDITIONS TO THE CITY'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY FIELD CORRECTIONS DUE TO FAILURE TO RETAIN AN INDEPENDENT UTILITY LOCATOR COMPANY AND/OR REPORT FINDINGS TO THE CITY'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
3. FOR CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT OF WAY, CONTACT DIGALERT AT 811, TO VERIFY ALL EXISTING UTILITY LOCATIONS, HEIGHTS, DEPTHS, SIZES, AND TYPE, AND IF DIRECT BURIED, OR IN CONDUIT.
4. CITY-ISSUED ENCROACHMENT PERMIT IS REQUIRED FOR POTHOLING TO VERIFY EXISTING LOCATION OF UTILITIES.
5. UTILITY LOCATOR FEES WILL BE WAIVED.

LOCATION MAP:



SCALE: N.T.S.

VICINITY MAP:



SCALE: N.T.S.

PROJECT MAINTENANCE:

- CITY PROJECT, ALL LANDSCAPE MAINTENANCE WILL BE HANDLED BY CITY CONTRACTED MAINTENANCE PROVIDERS.

SUBMITTALS:

1. 1ST SUBMITTAL - 11/05/2025
2. 2ND SUBMITTAL - 12/23/2025
3. 3RD SUBMITTAL - 03/05/2026

RECORD DRAWINGS:

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE AS-BUILT DRAWINGS OF THE COMPLETE, INSTALLED SITE IMPROVEMENTS. CONTRACTOR'S AS-BUILT DRAWINGS WILL BE TURNED OVER TO THE CITY/PROJECT LANDSCAPE ARCHITECT FOR THE COMPLETION OF RECORD DRAWINGS FOR CITY FILES.

PROJECT DIRECTORY:

LANDSCAPE ARCHITECT:
RJM DESIGN GROUP, INC.
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675
PHONE: (949) 493-2600
CONTACT: ANDY STEEN, LLA
ANDREW@RJMDESIGNGROUP.COM

CIVIL ENGINEER:
CIVTEC
999 CORPORATE DR., SUITE 100
LADERA RANCH, CA 92694
PHONE: (949) 463-8822
CONTACT: TOM CARCELLI, PE, QSD
TEC@CIVTEC.NET

SHEET INDEX:

1.	T-0.00	TITLE SHEET
2.	C-0.1	TITLE SHEET
3.	C-0.2	DETAIL SHEET
4.	D-1.1	DEMOLITION PLAN
5.	C-1.1	PRECISE GRADING PLAN
6.	C-3.1	EROSION CONTROL PLAN
7.	C-4.1	HORIZONTAL CONTROL PLAN
8.	L-1.01	CONSTRUCTION PLAN
9.	L-1.02	CONSTRUCTION PLAN
10.	L-1.03	CONSTRUCTION PLAN
11.	L-2.01	BASE BID CONSTRUCTION DETAILS
12.	L-2.02	BASE BID CONSTRUCTION DETAILS
13.	L-2.03	BASE BID CONSTRUCTION DETAILS
14.	L-2.04	ADDITIVE BID CONSTRUCTION DETAILS

UTILITIES:

GAS:
SOCAL GAS
(877)238-0092

ELECTRIC:
SO. CAL. EDISON
(800)655-4555

WATER/SEWER:
MOULTON NIGUEL
WATER DISTRICT
(949)831-2500

UNDERGROUND SERVICE ALERT
CALL: 811
TWO WORKING DAYS BEFORE YOU DIG

RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT — LARRY P. RYAN LICENSE NO. 2592 — STATE OF CALIFORNIA
Signature
06/30/2027
Renewal Date
3/31/2026
Date

REVISIONS	DATE

SHEET TITLE
TITLE SHEET

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
T-0.00

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PRECISE GRADING PLANS
FOR
CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS
COUNTY OF ORANGE, CA
STATE OF CALIFORNIA

STANDARD GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE GRADING CODE OF THE CITY OF LAGUNA HILLS AND ANY SPECIAL REQUIREMENTS OF THE PERMIT. A COPY OF THE GRADING CODE AND MANUAL SHALL BE RETAINED ON THE JOB SITE WHILE WORK IS IN PROGRESS. WHEN REFERENCED ON THE PLANS, A COPY OF ORANGE COUNTY PUBLIC WORKS STANDARD PLANS AND STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION SHALL ALSO BE RETAINED ON THE SITE.
2. GRADING SHALL NOT BE STARTED WITHOUT FIRST NOTIFYING THE GRADING INSPECTOR. A PRE-GRADING MEETING ON THE SITE IS REQUIRED BEFORE START OF GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOIL ENGINEER, ENGINEERING GEOLOGIST, GRADING INSPECTOR AND WHEN REQUIRED, THE ARCHAEOLOGIST AND PALEONTOLOGIST. THE REQUIRED INSPECTIONS FOR GRADING WILL BE EXPLAINED AT THIS MEETING.
3. ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR AN EROSION CONTROL PLAN OR PERMITS FROM OTHER AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED ON THIS PLAN.
4. THE GRADING PERMIT AND AN APPROVED COPY OF THE GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS.
5. PRELIMINARY SOIL AND GEOLOGY REPORTS, AND ALL SUBSEQUENT REPORTS AS APPROVED BY THE CITY, ARE CONSIDERED A PART OF THE APPROVED GRADING PLAN.
6. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND THE CODE WITHIN THEIR PURVIEW.
7. THE CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CODE AND ANY SPECIAL CONDITIONS OF THE PERMIT WITHIN THEIR PURVIEW.
8. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL, AFTER CLEARING AND PRIOR TO THE PLACEMENT OF FILL IN CANYON, INSPECT EACH CANYON FOR AREAS OF ADVERSE STABILITY AND DETERMINE THE PRESENCE OR ABSENCE OF SUBSURFACE WATER OR SPRING FLOW. IF NEEDED, SUBDRAINS WILL BE DESIGNED AND CONSTRUCTED PRIOR TO THE PLACEMENT OF FILL IN EACH RESPECTIVE CANYON.
9. SUBDRAIN OUTLETS SHALL BE COMPLETED AT THE BEGINNING OF THE SUBDRAIN CONSTRUCTION.
10. THE EXACT LOCATION OF THE SUBDRAINS SHALL BE SURVEYED IN THE FIELD FOR LINE/GRADE AND SHOWN ON AS-GRADED PLANS.
11. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED IN WRITING BY THE SOILS ENGINEER AND THE GRADING INSPECTOR PRIOR TO PLACING FILL.
12. FILLS SHALL BE BENCHED INTO COMPETENT MATERIAL PER ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1322.
13. ALL EXISTING FILLS SHALL BE APPROVED BY THE GRADING INSPECTOR OR REMOVED PRIOR TO PLACING ADDITIONAL FILLS.
14. FILLS SHALL BE COMPACTED THROUGHOUT TO A MINIMUM OF 90% RELATIVE COMPACTION. AGGREGATE BASE FOR ASPHALTIC AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. MAXIMUM DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-1 OR APPROVED EQUIVALENT AND FIELD DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-2 OR APPROVED EQUIVALENT.
15. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1) EXCEPT WHERE SPECIFICALLY APPROVED OTHERWISE.
16. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY THE ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL SUBMIT RECOMMENDED TREATMENT TO THE GRADING INSPECTOR FOR APPROVAL.
17. WHERE SUPPORT OR BUTTRESSING OF CUT AND NATURAL SLOPES IS DETERMINED TO BE NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, THE SOIL ENGINEER SHALL SUBMIT DESIGN, LOCATION AND CALCULATIONS TO THE GRADING INSPECTOR PRIOR TO CONSTRUCTION. THE ENGINEERING GEOLOGIST AND SOIL ENGINEER SHALL INSPECT AND CONTROL THE CONSTRUCTION OF THE BUTTRESSING AND CERTIFY TO THE STABILITY OF THE SLOPE AND ADJACENT STRUCTURES UPON COMPLETION.
18. WHEN CUT PADS ARE BROUGHT TO NEAR GRADE, THE ENGINEERING GEOLOGIST SHALL DETERMINE IF THE BEDROCK IS EXTENSIVELY FRACTURED OR FAULTED AND WILL READILY TRANSMIT WATER. IF CONSIDERED NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, A COMPACTED FILL BLANKET WILL BE PLACED.
19. ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE SOIL ENGINEER PER THE GRADING CODE.
20. ANY EXISTING IRRIGATION LINES AND CISTERNS SHALL BE REMOVED OR CRUSHED IN PLACE AND APPROVED BY THE GRADING INSPECTOR AND SOIL ENGINEER.
21. ANY EXISTING WATER WELLS SHALL BE ABANDONED IN COMPLIANCE WITH THE SPECIFICATIONS APPROVED BY THE ORANGE COUNTY HEALTH CARE AGENCY, AND DIVISION OF ENVIRONMENTAL HEALTH.
22. ANY EXISTING CESSPOOLS AND SEPTIC TANKS SHALL BE ABANDONED IN COMPLIANCE WITH THE UNIFORM PLUMBING CODE TO THE APPROVAL OF THE GRADING INSPECTOR.
23. STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE GRADING INSPECTOR PRIOR TO EXCAVATION.
24. EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE GRADING INSPECTOR.
25. THE PERMITTEE SHALL COMPLY WITH THE GRADING CODE REQUIREMENTS FOR HAUL ROUTES WHEN AN EXCESS OF 5,000 CUBIC YARDS OF EARTH IS TRANSPORTED TO OR FROM A PERMITTED SITE ON PUBLIC ROADWAYS.
26. THE PERMITTEE IS RESPONSIBLE FOR DUST CONTROL MEASURES.
27. THE PERMITTEE SHALL GIVE RESPONSIBLE NOTICE TO THE OWNER OF ADJOINING LANDS AND BUILDINGS PRIOR TO BEGINNING EXCAVATIONS THAT MAY AFFECT THE LATERAL AND SUBJACENT SUPPORT OF THE ADJOINING PROPERTY. THE NOTICE SHALL STATE THE INTENDED DEPTH OF EXCAVATION AND WHEN THE EXCAVATION WILL COMMENCE. THE ADJOINING OWNER SHALL BE ALLOWED AT LEAST 30 DAYS AND REASONABLE ACCESS ON THE PERMITTED PROPERTY TO PROTECT HIS STRUCTURE, IF HE SO DESIRES, UNLESS OTHERWISE PROTECTED BY LAW.
28. ALL CONCRETE STRUCTURES THAT COME IN CONTACT WITH THE ON-SITE SOILS SHALL BE CONSTRUCTED WITH TYPE V CEMENT,UNLESS DEEMED UNNECESSARY BY SOLUBLE SULPHATE-CONTENT TESTS CONDUCTED BY THE SOILS ENGINEER.
29. SLOPES EXCEEDING 5 FEET IN HEIGHT SHALL BE PLANTED WITH AN APPROVED PLANT MATERIAL PRIOR TO CERTIFICATE OF OCCUPANCY. IN ADDITION, SLOPES EXCEEDING 15 FEET IN HEIGHT SHALL BE PROVIDED WITH AN APPROVED IRRIGATION SYSTEM.
30. ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN OPEN UNTIL FACILITIES TO HANDLE STORMWATER ARE APPROVED AND FUNCTIONAL; HOWEVER, IN ANY CASE, THE PERMITTEE SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
31. TEMPORARY SANITATION FACILITIES SHALL BE MAINTAINED ON THE SITE DURING THE COURSE OF CONSTRUCTION.
32. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
33. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING.
34. GRADING OPERATIONS INCLUDING MAINTENANCE OF EQUIPMENT WITHIN ONE-HALF MILE OF A HUMAN OCCUPANCY SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. DAILY, ON SUNDAY, OR ON A FEDERAL HOLIDAY.
35. ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN 1,000 FEET OF A DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS.
36. ALL OPERATIONS SHALL COMPLY WITH THE LAGUNA HILLS MUNICIPAL CODE FOR NOISE CONTROL.
37. STOCKPILING AND/OR VEHICLE STAGING AREAS SHALL BE LOCATED AS FAR AS PRACTICABLE FROM DWELLINGS AND WITHIN THE LIMITS OF THE GRADING PERMIT.
38. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
39. PAVEMENT SECTIONS SHALL BE NO LESS THAN 4" ASPHALT CONCRETE OVER 6" AGGREGATE BASE AND PRIOR TO ROUGH GRADE RELEASE FOR BUILDING PERMITS BY THE GRADING INSPECTOR, THE SOILS ENGINEER SHALL SUBMIT FOR APPROVAL, PAVEMENT SECTION RECOMMENDATIONS BASED ON 'R' VALUE ANALYSIS OF THE SUB-GRADE SOILS, AND EXPECTED TRAFFIC INDICES.
40. ASPHALT CONCRETE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1805.
41. AGGREGATE BASE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD NO. 1804.
42. ROOF GUTTERS SHALL BE INSTALLED TO PREVENT ROOF DRAINAGE FROM FALLING ON MANUFACTURED SLOPES.
43. THE CIVIL ENGINEER, AS A CONDITION OF ROUGH GRADE APPROVAL, SHALL PROVIDE A BLUE TOP WITH ACCOMPANYING WITNESS STAKE, SET AT THE CENTER OF EACH PAD REFLECTING THE PAD ELEVATION FOR PRECISE PERMITS AND A BLUE TOP WITH WITNESS STAKE SET AT THE DRAINAGE SCALE HIGH POINT REFLECTING THE HIGH POINT ELEVATION FOR PRELIMINARY PERMITS.
44. PRIOR TO FINAL APPROVAL, THE CIVIL ENGINEER SHALL CERTIFY TO THE GRADING INSPECTOR THE AMOUNT OF EARTH MOVED DURING THE GRADING OPERATION.
45. THE ENGINEERING GEOLOGIST SHALL PERFORM PERIODIC INSPECTION AND SUBMIT A COMPLETE REPORT AND MAP UPON COMPLETION OF THE ROUGH GRADING.
46. THE GRADING CONTRACTOR SHALL SUBMIT A STATEMENT OF COMPLIANCE TO THE APPROVED GRADING PLAN PRIOR TO FINAL APPROVAL.
47. THE COMPACTION REPORT AND APPROVAL FROM THE SOIL ENGINEER SHALL INDICATE THE TYPE OF FIELD-TESTING PERFORMED. THE METHOD OF OBTAINING THE IN-PLACE DENSITY SHALL BE IDENTIFIED WHETHER SAND CONE, DRIVE RING, OR NUCLEAR, AND SHALL BE NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
48. IN THE EVENT THAT SOIL CONTAMINATION IS DISCOVERED DURING EXCAVATION AND REMOVAL OF AN EXISTING TANK, WORK SHALL BE STOPPED UNTIL A SITE ASSESSMENT AND MITIGATION PLAN HAS BEEN PREPARED, SUBMITTED AND APPROVED BY COUNTY OF ORANGE ENVIRONMENTAL HEALTH AND THE CITY.
49. SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE CONSTRUCTION AND REPLACED AFTER CONSTRUCTION PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE.
50. RETAINING WALLS ARE NOT APPROVED PER THIS GRADING PLAN. RETAINING WALLS REQUIRE A SEPARATE BUILDING PERMIT.
51. OTHER BUILDING IMPROVEMENTS SUCH AS STAIRS, BUILDINGS, SWIMMING POOLS, ETC. REQUIRE A SEPARATE BUILDING PERMIT.

EROSION CONTROL NOTES

1. IN THE CASE OF EMERGENCY, CALL (NAME)_____AT WORK PHONE #_____, HOME PHONE #_____, OR CELLULAR PHONE #_____
2. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
3. EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
4. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
5. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
6. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
7. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
8. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
9. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
10. PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
11. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
12. FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
13. THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
14. THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2013-0001 AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
15. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
16. IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.

DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)

17. WIND EROSION BMPS (DUST CONTROL) SHALL BE IMPLEMENTED.
18. SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
19. BMPS TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
20. APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
21. APPROPRIATE NON-STORM WATER BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
22. THERE SHALL BE A 'WEATHER TRIGGERED' ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPS AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
23. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPS (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPS AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
24. DEPLOYMENT OF PERMANENT EROSION CONTROL BMPS (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
25. PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION. DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSIVE IMPACT OF RAIN OR RUNOFF.

WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)

26. SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
27. ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST RESULT IN A MORE ROBUST BMP, OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
28. THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMP'S PRIOR TO A PREDICTED RAINSTORM.
29. A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMP'S (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
30. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY EROSION AND SEDIMENT CONTROL BMP'S NECESSARY TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE FOR EROSION AND TO PREVENT SEDIMENT DISCHARGES SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PERMANENT PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATION BMP'S ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.

LEGAL DESCRIPTION

LOT 195 OF TRACT MAP 9293, FILED IN BOOK 460, PAGES 18 TO 31, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

APN: 627-711-03

BENCHMARK

OCS BM "3U-41-70"
ELEVATION 267.878' [NAVD88, LEVELED 1991]

DESCRIBED BY OCS 2003 - FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "3U-41-70", SET IN THE NORTHWESTERLY CORNER OF A CONCRETE BRIDGE ABUTMENT. MONUMENT IS LOCATED IN THE NORTHWESTERLY CORNER OF THE INTERSECTION OF FORBES ROAD AND CROWN VALLEY PARKWAY, 150 FT. WESTERLY OF THE CENTERLINE OF FORBES, 22.6 FT. NORTHERLY OF THE CENTERLINE OF CROWN VALLEY PARKWAY AND IN THE NORTHERLY END OF THE WESTERLY ABUTMENT. MONUMENT IS SET LEVEL WITH THE BRIDGE DECK.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF RAPID FALLS ROAD SHOWN AS N 80°41'33"E ON TRACT MAP 9293, FILED IN BOOK 460, PAGES 18 TO 31, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

NOTICE TO CONTRACTOR

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO, OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING, AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ANY NECESSARY ADJUSTMENTS TO ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PREVENT DAMAGE TO ANY UTILITY FACILITIES SHOWN AND ANY OTHER FACILITIES NOT SHOWN ON THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON THESE PLANS AGREE THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THEY WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. THIS INCLUDES PROVIDING FOR THE SAFETY OF ALL PERSONS AND PROPERTY AND SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTORS AND SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND DESIGN PROFESSIONAL FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE DESIGN PROFESSIONAL.

EXISTING UNDERGROUND STRUCTURES

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND PIPES OR CONDUITS SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE THE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. LOCATE ALL UTILITIES BEFORE CONSTRUCTION.

LEGEND

PROPERTY LINE	AC	ASPHALT CONCRETE	POC	POINT OF CONNECTION
LIMITS OF GRADING	AB	AGGREGATE BASE	RD	ROOF DRAIN
410 EXISTING CONTOUR	BOW	BACK OF WALK	RG	ROUGH GRADE
410.2 EXISTING SPOT ELEVATION	BLDG	BUILDING	RL	RIDGELINE
410 PROPOSED CONTOUR	CB	CATCH BASIN	ROW	RIGHT OF WAY
PROPOSED SLOPE	CLF	CHAIN LINK FENCE	SD	STORM DRAIN
12"W EXISTING UTILITY LINE (TYPE AND SIZE AS NOTED)	C&G	CURB & GUTTER	ST.	STREET
GB GRADE BREAK LINE	CL	CENTERLINE	TC	TOP OF CURB
FLOWLINE	CO	CLEANOUT	TD	TOP OF DECK
FLOW DIRECTION	CONC	CONCRETE	TEL	TELEPHONE
STORM DRAIN & GRATE	DG	DECOMPOSED GRANITE	TG	TOP OF GRATE
STORM DRAIN AND CLEANOUT	DWY	DRIVEWAY	TF	TOP OF FOOTING
STREET LIGHT	DF	DRINKING FOUNTAIN	TMH	TOP OF MANHOLE
VALVE	ELEC	ELECTRIC	TOS	TOP OF SUBGRADE
CONCRETE (PEDESTRIAN) PER LANDSCAPE ARCHITECT PLANS	EP	EDGE OF PAVEMENT	TW	TOP OF WALL
	FF	FINISHED FLOOR	S OR SEW	SANITARY SEWER
	FG	FINISHED GRADE	SCO	SEWER CLEAN OUT
	FH	FIRE HYDRANT	STA	STATION
	FL	FLOWLINE	W OR WAT	WATER
	FS	FINISHED SURFACE	WIF	WROUGHT IRON FENCE
	GB	GRADE BREAK	WM	WATER METER
	HP	HIGH POINT	WV	WATER VALVE
	INV	INVERT		
	IRR OR IRRIG	IRRIGATION		
	LP	LOW POINT		
	MH	MANHOLE		
	P/A	PLANTER AREA		
	OC	ON CENTER		
	PCC	PORTLAND CONCRETE CEMENT		
	PP	POWER POLE		

CONSTRUCTION NOTES/ESTIMATE OF QUANTITIES

NO.	DESCRIPTION	QUANTITY
	GENERAL CONSTRUCTION NOTES	
10	PROTECT IN PLACE	-
11	REPAIR/REPLACE EXISTING CONCRETE AS REQUIRED	LS
12	CONSTRUCT RUBBER SURFACE PER LANDSCAPE ARCHITECT PLANS	-
	STORM DRAIN CONSTRUCTION NOTES	
20	CONSTRUCT RUBBER SURFACE PLAY AREA SUBDRAIN PER DETAIL 1, SHEET C-0.2	3 EA
21	CONSTRUCT 6" PVC, SDR 35, STORM DRAIN PIPE, BEDDING DETAIL 2, SHEET C-0.2	50 LF
22	CONNECT TO EXISTING STORM DRAIN WITH COUPLING OR CUT-IN TEE	5 EA
	WATER / DRAINAGE CONSTRUCTION NOTES	
30	CONNECT WATER LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS	1 EA
31	CONNECT DRAINAGE LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS	1 EA
	DEMOLITION NOTES - SEE SHEET D-1.1	

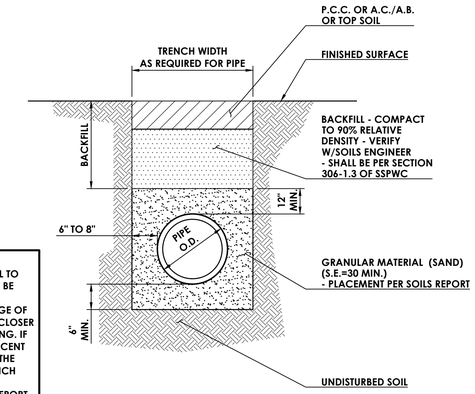
NOTICE TO THE CONTRACTOR

THE ESTIMATES OF IMPROVEMENT AND GRADING QUANTITIES AS SHOWN HEREON ARE PROVIDED FOR SATISFYING PLAN CHECK INFORMATION REQUIREMENTS ONLY. THE CONTRACTOR SHALL PERFORM AN INDEPENDENT ESTIMATE OF ALL IMPROVEMENT QUANTITIES INCLUDING GRADING QUANTITIES, AND SHALL USE SAME AS A BASIS FOR HIS BID(S) AND CONTRACT(S).

EARTHWORK

AREA DISTURBED:	0.06±	ACRES
CUT *	100	CUBIC YARDS
FILL *	0	CUBIC YARDS
EXPORT *	100	CUBIC YARDS
OVER-EXCAVATION *	T.B.D.	CUBIC YARDS

* THE ABOVE CUT/FILL QUANTITIES ARE FOR PERMIT PURPOSES ONLY. THIS CALCULATION DOES NOT INCLUDE SOILS FROM BUILDING OR WALL FOOTINGS, NOR UTILITY TRENCHING. THIS CALCULATION DOES NOT INCLUDE ADJUSTMENTS FOR SHRINKAGE NOR SUBSIDENCE. THIS CALCULATION ALSO



NOTE:
TRENCHES ADJACENT AND PARALLEL TO BUILDING FOUNDATIONS SHALL NOT BE BELOW A 1:1 PLANE PROJECTED DOWNWARD FROM THE BOTTOM EDGE OF THE ADJACENT FOOTING AND NOT CLOSER THAN 18" FROM THE FACE OF FOOTING. IF THIS CONDITION OCCURS THE ADJACENT FOOTING SHOULD BE DEEPENED OR THE UTILITY CONSTRUCTED AND THE TRENCH BACKFILLED AND COMPACTED PER RECOMMENDATIONS IN THE SOILS REPORT PRIOR TO FOOTING CONSTRUCTION.

NOTE:

- WATER MINIMUM COVER DEPTH = 36"
- SEWER MINIMUM COVER DEPTH = 42" TO 52" - SEE PLAN
- PLACE MARKING TAPE ON ALL BURIED PIPING OUTSIDE BUILDING FOOTPRINT.

2 UTILITY BEDDING

SCALE: N.T.S.

LEGEND

1. FILTER FABRIC MIRAFI 140N OR APPROVED EQUAL WRAPPED AROUND GRATE.
2. CAST IRON GRATE - BROOKS PRODUCTS 1212 OR EQUAL - 1/2" MAX. SLOT - GALVANIZED FINISH
3. PRE-CAST CONCRETE CATCH BASIN WITH FRAME - BROOKS PRODUCTS 1212 CB OR EQUAL
4. RUBBER SURFACING AND CONCRETE SUB-BASE PER LANDSCAPE ARCHITECT'S PLAN
5. FINISH GRADE PER PLAN

1 RUBBER SURFACE PLAY AREA SUBDRAIN

SCALE: N.T.S.

UNDERGROUND SERVICE ALERT
CALL: 811
TWO WORKING DAYS BEFORE YOU DIG

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CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARGILL
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

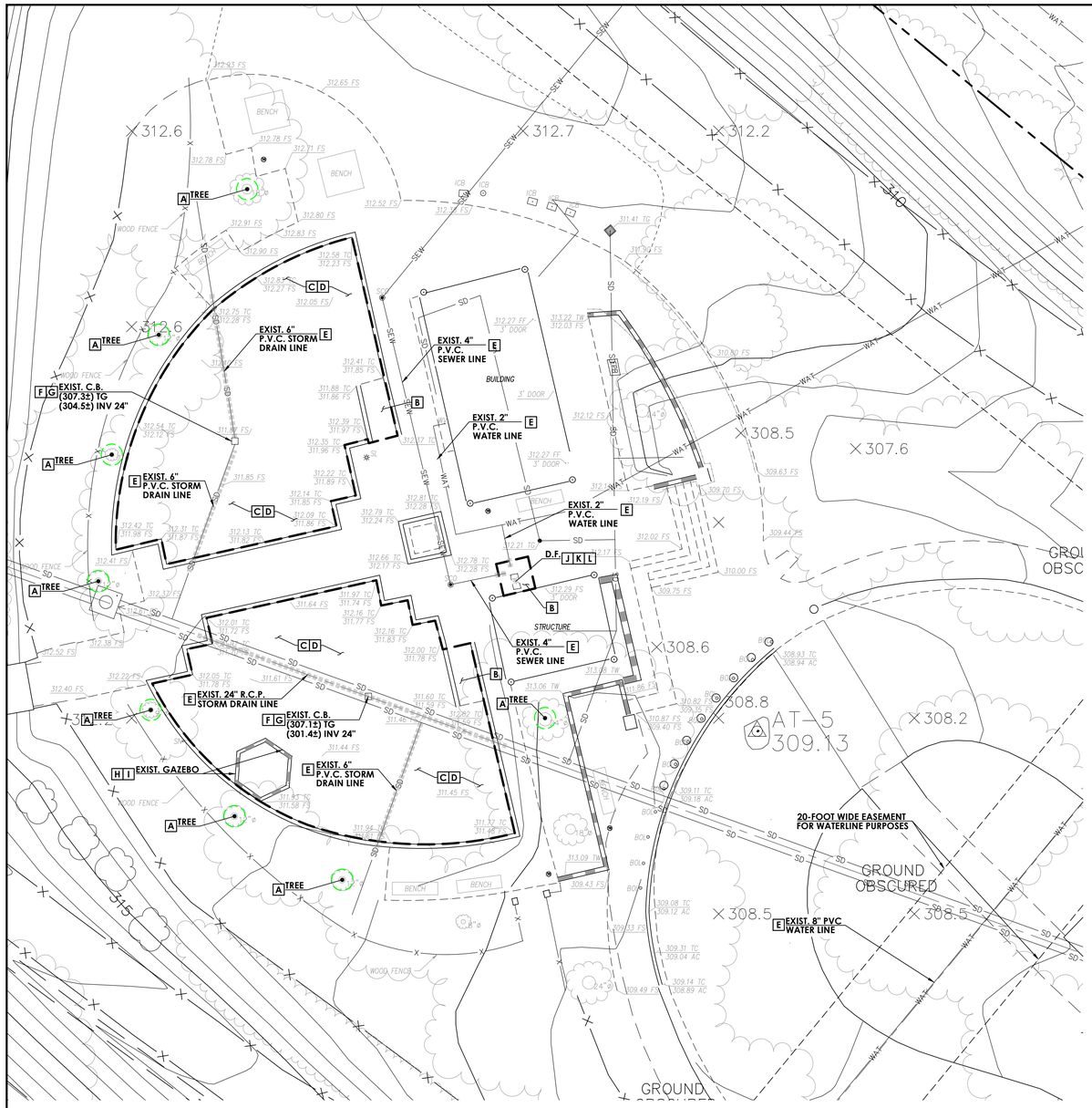
REVISIONS	DATE

SHEET TITLE
DETAIL SHEET

JOB #	101.303 (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-0.2

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****** NOTE TO CONTRACTOR:**

EXACT LOCATION OF EXISTING UNDERGROUND STORM DRAIN LINES ON-SITE ARE UNKNOWN. CONTRACTOR SHALL:

- VERIFY LOCATION, SIZE, ELEVATIONS OF EXISTING STORM DRAIN AND VERIFY DESIGN AS A FIRST ITEM OF WORK. NOTIFY ENGINEER IMMEDIATELY OF ANY REQUIRED CHANGE IN DESIGN.
- IF INLET PIPES ARE FOUND CONNECTING TO EXISTING GRATES THAT ARE REMOVED DURING THE CONSTRUCTION OF THIS PROJECT (OR PIPES ARE DAMAGED OR REMOVED DURING CONSTRUCTION) THAT RUN OUTSIDE OF DEMOLITION LIMITS, NOTIFY ENGINEER IMMEDIATELY OF THE LOCATION AND SIZE TO INSURE CONTINUITY OF DRAINAGE UPSTREAM.

NOTE TO CONTRACTOR:

- LOCATION OF EXISTING FACILITIES SHOWN HEREON ARE BASED ON THE FIELD SURVEY PERFORMED BY STARLIGHT SURVEYING, INC., DATED OCTOBER, 2025, FIELD OBSERVATION AND A SEARCH OF AVAILABLE RECORDS AND MAY NOT REPRESENT ACTUAL CONDITIONS.
- CONTRACTOR MUST FIELD LOCATE ALL UTILITIES (LOCATION AND DEPTH) WITHIN WORK AREA AS A FIRST ITEM OF WORK AND VERIFY PROPOSED DESIGN IS VALID.
- CONTRACTOR SHALL PROTECT IN PLACE THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING UTILITY LINES.
- CONTRACTOR TO VERIFY AND INFORM THE CITY OF ANY FACILITIES ENCOUNTERED IN THE FIELD WHICH IS NOT SHOWN ON THIS PLAN, OR DIFFERS IN LOCATION OR SIZE, PRIOR TO REMOVAL.
- THE CITY MAY IDENTIFY AND REMOVE ANY ITEMS THEY WISH TO RETAIN PRIOR TO THE CONTRACTOR MOVE IN.

DEMOLITION GENERAL NOTES

1. CONTRACTOR SHALL CONDUCT A SURVEY OF EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED TO DETERMINE AND VERIFY THE EXTENT OF DEMOLITION REQUIRED.
2. CONTRACTOR SHALL RECORD EXISTING CONDITIONS BY USE OF PRE-CONSTRUCTION PHOTOGRAPHS, PRE-CONSTRUCTION VIDEOTAPES, AND DRAWINGS AS APPROPRIATE.
3. A SURVEY SHALL BE PERFORMED AS WORK PROGRESSES TO DETECT HAZARDS RESULTING FROM DEMOLITION ACTIVITIES.
4. CONTRACTOR SHALL KEEP INVENTORY AND RECORD THE CONDITION OF ITEMS TO BE REMOVED AND REINSTALLED AND ITEMS TO BE REMOVED AND SALVAGED.
5. CONTRACTOR SHALL COORDINATE WITH THE OWNER THE STORAGE AND DELIVERY OF ITEMS TO BE SALVAGED.
6. LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AS THE FIRST ITEM OF WORK AND PROTECT THEM FROM DAMAGE. NOTIFY OWNER IMMEDIATELY IF DAMAGE OCCURS AND ASSUME FULL RESPONSIBILITY FOR EXPENSE OF REPAIR OR REPLACEMENT. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD FIELD CONDITIONS VARY FROM THOSE SHOWN ON PLAN.
7. WHEN UNANTICIPATED ELECTRICAL, STRUCTURAL, OR OTHER ELEMENTS INCLUDING STORM DRAIN, WATER AND SEWER LINES THAT CONFLICT WITH INTENDED DESIGN ARE ENCOUNTERED, CONTRACTOR SHALL INVESTIGATE AND MEASURE THE NATURE AND EXTENT OF CONFLICT AND CONTRACTOR SHALL PROMPTLY SUBMIT A WRITTEN REPORT TO THE CITY.
8. CONTRACTOR SHALL LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED AND:
   - SHALL ARRANGE TO SHUT OFF INDICATED UTILITIES WITH UTILITY COMPANIES.
   - IF SERVICES/SYSTEMS ARE REQUIRED TO BE REMOVED, RELOCATED, OR ABANDONED, BEFORE PROCEEDING WITH DEMOLITION CONTRACTOR SHALL PROVIDE TEMPORARY SERVICES/SYSTEMS THAT BYPASS AREA OF DEMOLITION AND THAT MAINTAIN CONTINUITY OF SERVICES/SYSTEMS TO OTHER PARTS OF BUILDING AND SITE.
   - SHALL CUT OFF PIPE OR CONDUIT IN WALLS TO BE REMOVED. CAP, VALVE, OR PLUG AND SEAL REMAINING PORTION OF PIPE OR CONDUIT AFTER BYPASSING. WHERE ENTIRE WALL IS TO BE REMOVED, EXISTING SERVICES/SYSTEMS MAY BE REMOVED WITH REMOVAL OF THE WALL. CONTRACTOR SHALL CUT OFF PIPE OR CONDUIT SO IT WILL NOT BE VISIBLE IN FINISHED CONSTRUCTION.
9. CONTRACTOR SHALL PROTECT EXISTING SERVICES/SYSTEMS INDICATED AGAINST DAMAGE DURING DEMOLITION OPERATIONS.
10. INACTIVE OR ABANDONED UTILITIES SHALL BE DISCONNECTED, REMOVED, AND PLUGGED OR CAPPED SUBJECT TO THE LOCAL GOVERNING AGENCIES.
11. ACTIVE UTILITIES SHALL BE PROTECTED BY AND AT THE EXPENSE OF THE CONTRACTOR. KEEP ANY REQUIRED UTILITY IN OPERATING CONDITION DURING THE ENTIRE PERIOD OF WORK, INCLUDING EXISTING IRRIGATION SYSTEMS FOR LANDSCAPE MAINTENANCE.
12. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION WHEN IT IS OBVIOUS THAT KNOWN OBSTRUCTIONS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. ASSUME RESPONSIBILITY FOR ALL NECESSARY REVISION DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
13. CONTRACTOR SHALL CONDUCT DEMOLITION AND DEBRIS-REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
14. CONTRACTOR SHALL PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN AND:
   - SHALL PROVIDE TEMPORARY WEATHER PROTECTION, DURING THE INTERVAL BETWEEN DEMOLITION OF EXISTING CONSTRUCTION ON EXTERIOR SURFACES AND NEW CONSTRUCTION, TO PREVENT WATER LEAKAGE AND DAMAGE TO STRUCTURE AND INTERIOR AREAS.
   - SHALL PROTECT WORK THAT IS TO REMAIN OR THAT IS EXPOSED DURING DEMOLITION OPERATIONS.
   - SHALL COVER AND PROTECT EQUIPMENT THAT HAS NOT BEEN REMOVED.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN SHORING, BRACING, AND STRUCTURAL SUPPORTS AS REQUIRED TO PRESERVE STABILITY AND PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF CONSTRUCTION AND FINISHES THAT REMAIN, AND TO PREVENT UNEXPECTED OR UNCONTROLLED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED. CONTRACTOR SHALL STRENGTHEN OR ADD NEW SUPPORTS WHEN REQUIRED DURING PROGRESS OF DEMOLITION.
16. DEMOLITION AND REMOVAL WORK SHALL BE CAREFULLY PERFORMED TO AVOID DAMAGE TO EXISTING TREES NOTED ON THE PLANS TO REMAIN.
17. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ADOPTED EDITIONS OF THE UNIFORM BUILDING CODE, THE AMERICANS WITH DISABILITIES ACT, AND ALL OTHER APPLICABLE LOCAL AND STATE CODES, ORDINANCES AND REGULATIONS.
18. CONTRACTOR SHALL USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN THE LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
   - SHALL NEATLY CUT OPENINGS AND HOLES PLUMB, SQUARE, AND TRUE TO DIMENSIONS REQUIRED, USING CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. USE HAND TOOLS OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHOPPING, TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES. TEMPORARILY COVER OPENINGS TO REMAIN.
   - SHALL CUT OR DRILL FROM THE EXPOSED OR FINISHED SIDE INTO CONCEALED SURFACES TO AVOID MARRING EXISTING FINISHED SURFACES.
   - SHALL NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. AT CONCEALED SPACES, SUCH AS DUCT AND PIPE INTERIORS, VERIFY CONDITION AND CONTENTS OF HIDDEN SPACE BEFORE STARTING FLAME-CUTTING OPERATIONS. MAINTAIN FIRE WATCH AND PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME-CUTTING OPERATIONS.
   - SHALL MAINTAIN ADEQUATE VENTILATION WHEN USING CUTTING TORCHES.
   - SHALL REMOVE DECAYED, TERMITE-INFESTED, VERMIN-INFESTED, OR OTHERWISE DANGEROUS OR UNSUITABLE MATERIALS AND PROMPTLY DISPOSE OF OFF-SITE.
   - SHALL LOCATE DEMOLITION EQUIPMENT AND REMOVE DEBRIS AND MATERIALS SO AS NOT TO IMPOSE EXCESSIVE LOADS ON STRUCTURES TO REMAIN.
19. CLEAR THE SITE OF GRASS, WEED GROWTH, RUBBISH, DEBRIS, PAVEMENT, CONCRETE, INACTIVE OR ABANDONED FACILITIES (VERIFIED BY THE AGENCY), THAT ARE TO BE REMOVED FOR CONSTRUCTION OF THE SITE IMPROVEMENTS TO THE LIMITS AND DEPTHS SHOWN ON THE PLANS.
20. ABANDONED UNDERGROUND FACILITIES (VERIFIED BY THE AGENCY), ROOTS THREE INCHES IN DIAMETER AND LARGER, AND ROCKS AND BROKEN MASONRY LARGER THAN 4 INCHES IN ANY DIMENSION SHALL BE REMOVED TO A MINIMUM DEPTH OF 12" BELOW FINISH GRADE.
21. ALL DELETERIOUS MATERIALS WITHIN THE LIMITS OF THE WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, WHO SHALL MAKE ALL NECESSARY ARRANGEMENTS AND PAY ALL RELATED COSTS.
22. CONTRACTOR SHALL REMOVE DEMOLISHED MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM AT THE CONTRACTOR'S EXPENSE IN AN EPA-APPROVED LANDFILL AND:
   - SHALL NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.
   - SHALL REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
23. CONTRACTOR SHALL NOT BURN DEMOLISHED MATERIALS.
24. CONTRACTOR SHALL CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS AND RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE DEMOLITION OPERATIONS BEGAN.

LEGEND

- LIMITS OF DEMOLITION
- PROTECT UTILITY LINE IN PLACE WITHIN DEMOLITION LIMITS
- PROTECT IN PLACE EXIST. TREE

DEMOLITION NOTES

- [A] PROTECT EXISTING TREE IN PLACE - CONFIRM DISPOSITION PRIOR TO DEMO. WITH LANDSCAPE ARCHITECT AND CITY
- [B] SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK/RAMP (COMPLETE) AND DISPOSE
- [C] REMOVE EXISTING PLAY SURFACE TO SUBGRADE (COMPLETE) AND DISPOSE
- [D] REMOVE EXISTING PLAY EQUIPMENT AND FOUNDATIONS (COMPLETE) AND DISPOSE
- [E] PROTECT IN PLACE - POTHOLE AND LOCATE EXISTING UNDERGROUND UTILITY LINES TO PROTECT AS REQUIRED
- [F] REMOVE EXISTING CATCH BASIN (COMPLETE) AND DISPOSE
- [G] CAP EXISTING STORM DRAIN FOR NEW CONNECTION - SEE SHEET C-1.1
- [H] REMOVE EXISTING CONC. CURB/WALL (COMPLETE) AND DISPOSE
- [I] REMOVE EXISTING SHADE STRUCTURE AND FOUNDATIONS (COMPLETE) AND DISPOSE
- [J] REMOVE EXISTING DRINKING FOUNTAIN (COMPLETE) AND DISPOSE
- [K] CAP EXISTING WATER LINE FOR NEW CONNECTION - SEE SHEET C-1.1
- [L] CAP EXISTING SEWER LINE FOR NEW CONNECTION - SEE SHEET C-1.1

NOTE TO CONTRACTOR:

ALL UTILITIES SHOULD BE SHUT OFF AND CAPPED PER UTILITY COMPANY REQUIREMENTS.
CONTRACTOR SHALL COORDINATE WITH APPROPRIATE UTILITY COMPANY PRIOR TO COMMENCEMENT OF WORK.

NOTE TO CONTRACTOR:

INSTALL 6-FOOT CHAIN LINK FENCE WITH WINDSCREEN AND GATES, WHERE NECESSARY, ALONG THE PERIMETER OF THE SITE AS NEEDED. CONTRACTOR SHALL PROTECT THESE FENCES AND KEEP AREA FULLY SECURE DURING DEMOLITION. WINDSCREEN TO BE SECURELY FASTENED AT ALL CORNERS.

NOTE TO CONTRACTOR:

CONTRACTOR SHALL INSTALL TEMPORARY BMPs PRIOR TO DEMOLITION.

NOTE TO CONTRACTOR:

CONTRACTOR TO SCHEDULE A SITE WALK WITH THE CITY PRIOR TO START OF DEMOLITION TO VERIFY ALL ITEMS TO BE DEMOLISHED AND/OR SALVAGED.

SCALE: 1" = 10'
0 5 10 20

UNDERGROUND SERVICE ALERT
CALL: 811
TWO WORKING DAYS BEFORE YOU DIG

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CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

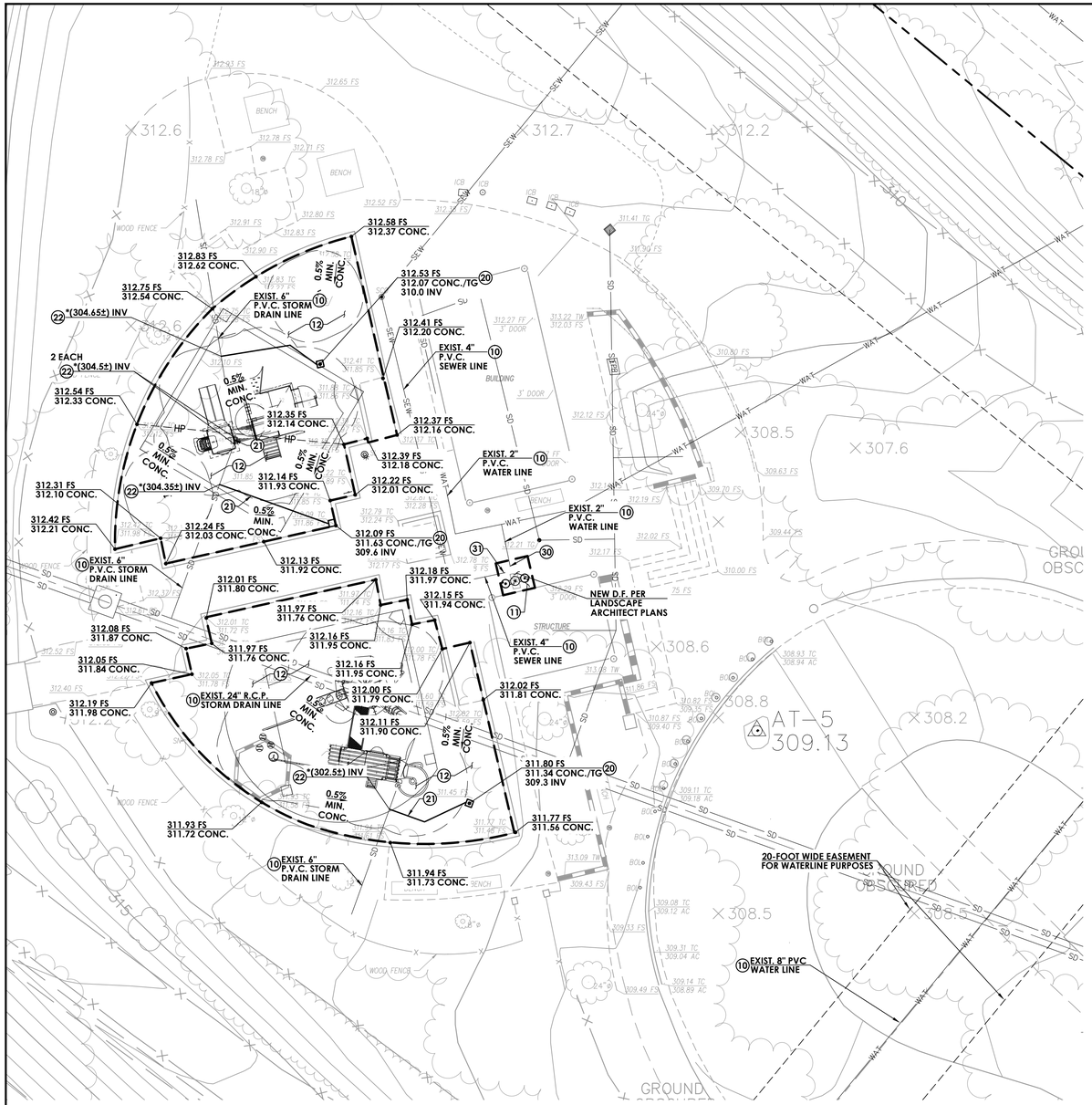
REVISIONS	DATE

SHEET TITLE
DEMOLITION PLAN

JOB #	101.303 (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
D-1.1

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GENERAL CONSTRUCTION NOTES

10 PROTECT IN PLACE

11 REPAIR/REPLACE EXISTING CONCRETE AS REQUIRED

12 CONSTRUCT RUBBER SURFACE PER LANDSCAPE ARCHITECT PLANS

STORM DRAIN CONSTRUCTION NOTES

20 CONSTRUCT RUBBER SURFACE PLAY AREA SUBDRAIN PER DETAIL 1, SHEET C-0.2

21 CONSTRUCT 6" PVC, SDR 35, STORM DRAIN PIPE, BEDDING DETAIL 2, SHEET C-0.2

22 CONNECT TO EXISTING STORM DRAIN WITH COUPLING OR CUT-IN TEE

WATER / DRAINAGE CONSTRUCTION NOTES

30 CONNECT WATER LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS

31 CONNECT DRAINAGE LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS

*** NOTE TO CONTRACTOR:**

CONTRACTOR TO VERIFY ELEVATION PRIOR TO CONSTRUCTION AND NOTIFY CIVIL ENGINEER IMMEDIATELY OF ANY DISCREPANCY.

NOTE TO CONTRACTOR:

LOCATE ALL EXISTING UTILITIES AS A FIRST ITEM OF WORK AND PROTECT THEM IN PLACE AS REQUIRED.

NOTE TO CONTRACTOR:

ALL GRADING AND EARTHWORK IS TO BE DONE IN ACCORDANCE WITH THE EARTHWORK SPECIFICATION AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

NOTE TO CONTRACTOR:

REQUIRED ACCESSIBLE PATH OF TRAVEL TO BE AT 5% MAX. RUNNING SLOPE, 2% MAX. CROSS-SLOPE, AND 48-INCH MIN. CLEAR WIDTH (CBC 11B-206.2.1).

SCALE: 1" = 10'

0 5 10 20

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CITY OF LAGUNA HILLS

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

REVISIONS	DATE

SHEET TITLE

PRECISE GRADING PLAN

JOB #	101.303 (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET

C-1.1

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GRAVELBAGS:

1. GENERAL: GRAVELBAG SHALL INCLUDE PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT TO FABRICATE AND INSTALL GRAVELBAGS AS REQUIRED TO FACILITATE THE CONTROL OF EROSION.
2. LOCATION: GRAVELBAGS SHALL BE PLACED PER PLAN, AND IN LOCATIONS SPECIFIED BY THE CITY INSPECTOR, AND IN LOCATIONS DEEMED NECESSARY BY THE CONTRACTOR.
3. FABRICATION: GRAVELBAGS SHALL BE FABRICATED USING FACTORY SEWN OR SEALED BAGS OF WOVEN POLYPROPYLENE, TREATED TO RESIST DEGRADATION BY ULTRAVIOLET LIGHT AND HAVING SUFFICIENT RESISTANCE TO TEARING TO ALLOW RELOCATION OF BAGS WITHIN SIX MONTHS OF INITIAL PLACEMENT WITH A LOSS OF NOT MORE THAN FIVE PERCENT OF THE BAGS.

   THE BAGS SHALL BE FILLED WITH SUBROUNDED TO ROUNDED GRAVEL LESS THAN 3/4-INCH IN DIAMETER, WITH LESS THAN FIVE PERCENT OF MATERIAL PASSING A NO. 30 SIEVE. THE FILLED BAGS SHALL HAVE THE OPEN ENDS SECURELY FASTENED PRIOR TO DELIVERY TO THE SITE.
4. INSTALLATION: GRAVELBAGS SHALL BE INSTALLED IN A SIDE BY SIDE MANNER TO ENTRAP SILT AND MUD, AND TO DIVERT THE FLOW OF WATER. NOTWITHSTANDING THE OTHER REQUIREMENTS OF THIS SPECIFICATION, FAILURE OF THE BAGS TO PERFORM THIS FUNCTION SHALL BE REASON TO REJECT THEIR INSTALLATION.

   GRAVELBAGS SHALL BE INSTALLED WITH THE WIDEST FACE AGAINST THE GROUND SURFACE OR THE UNDERLYING COURSE OF BAGS, AND PRESSED IN PLACE TO CONFORM TO THE UNDERLYING SURFACE. THE BAGS SHALL BE PLACED WITH THE TIED ENDS IN THE "UPHILL" OR "UPSTREAM" DIRECTION, BEGINNING AT THE LOWEST OR MOST DOWNSTREAM BAG, TIED ENDS WILL BE TUCKED UNDER BAG. SUBSEQUENT BAGS WITHIN EACH COURSE OF BAGS SHALL BE PLACED SO AS TO REST UPON THE TIED END OF THE PREVIOUSLY PLACED BAG, WITH NOT LESS THAN 10 PERCENT OF THE BAG IN CONTACT WITH THE PREVIOUS BAG, AND NOT MORE THAN 20 PERCENT IN CONTACT.

   SUBSEQUENT COURSES OF BAGS SHALL BE PLACED AS DESCRIBED PREVIOUSLY, WITH THE MID-POINT OF THE BAGS STRADDLING THE JOINTS OF BAGS IN THE UNDERLYING ROW.

   CONSTRUCTION OF A GRAVELBAG BERM PERPENDICULAR TO THE DIRECTION OF FLOW SHALL INCORPORATE BAGS PLACED IN A "PYRAMID" CONFIGURATION, WITH ALL INDIVIDUAL BAGS ORIENTED PERPENDICULAR TO THE DIRECTION OF FLOW. THE BERM SHALL BE CONSTRUCTED WITH A SPECIFIED NUMBER OF ROWS AT THE BOTTOM (IN CONTACT WITH THE GROUND), WITH SUCCESSIVELY FEWER ROWS IN EACH OVERLYING COURSE. THE UPSTREAM AND DOWNSTREAM FACES OF THE BERM SHALL BE NO STEEPER THAN 1 1/2 FEET HORIZONTAL TO 1 VERTICAL.

   DAMAGE WHICH COULD FORESEEBLY BE PREVENTED BY PROPER GRAVELBAG INSTALLATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

CONSTRUCTION
STORMWATER MITIGATION MEASURES (BMPs)

THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2019, OR THE LATEST REVISED EDITION, APPLY DURING THE CONSTRUCTION OF THIS PROJECT. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS)

NS-1 WATER CONSERVATION PRACTICES *
NS-2 DEWATERING OPERATIONS *
NS-3 PAVING OPERATIONS
NS-7 POTABLE WATER/IRRIGATION *
WM-1 MATERIAL DELIVERY AND STORAGE *
WM-2 MATERIAL USE *
WM-3 STOCKPILE MANAGEMENT *
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 *
NS-8 VEHICLE AND EQUIPMENT CLEANING *
NS-9 VEHICLE AND EQUIPMENT FUELING *
NS-10 VEHICLE AND EQUIPMENT MAINTENANCE *
NS-12 CONCRETE CURING
NS-13 CONCRETE FINISHING

WE-1 WIND EROSION CONTROL
TC-1 STABILIZED CONSTRUCTION ENTRANCE
TC-3 ENTRANCE OUTLET TIRE WASH
SE-1 SILT FENCE
SE-4 CHECK DAMS
SE-5 FIBER ROLLS
SE-6 GRAVEL BAG BERM
SE-7 STREET SWEEPING AND VACUUMING
SE-9 STRAW BALE BARRIERS
SE-10 STORM DRAIN INLET PROTECTION
EC-1 SCHEDULING
EC-2 PRESERVATION OF EXISTING VEGETATION
EC-5 SOIL BINDERS

NOTE:
* LOCATIONS TO BE DETERMINED BY CONTRACTOR AND APPROVED BY CITY INSPECTOR

NPDES NOTES:

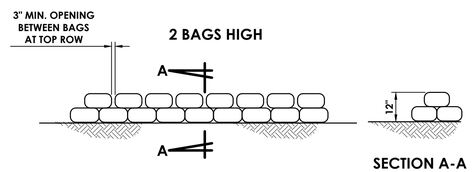
1. IN THE CASE OF EMERGENCY, CALL _____
   AT WORK PHONE # _____ TO BE COMPLETED BY CONTRACTOR
   OR HOME PHONE # _____
2. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.
3. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TACKING, OR WIND.
4. APPROPRIATE BMP'S FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.
5. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES UNLESS TREATED TO REDUCE OR REMOVE SEDIMENT AND OTHER POLLUTANTS.
6. ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OR THE REQUIRED BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
7. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
8. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.
9. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPER CHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
10. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NONCONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
11. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
12. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
13. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
14. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES, AND PROPERTY OWNERS: THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
15. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
16. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
17. SEDIMENTS FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE, AND STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.
18. APPROPRIATE BMPS FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS OR RESIDUES SHALL BE IMPLEMENTED AND RETAINED ON SITE TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTY BY WIND OR RUNOFF.

EROSION CONTROL CONSTRUCTION NOTES

(90) INSTALL GRAVEL BAGS (SE-8)
(91) IMPLEMENT STREET SWEEPING AND VACUUMING (SE-7)
(92) INSTALL STORM DRAIN INLET PROTECTION (SE-10)

LEGEND

GRAVEL BAGS (SE-8)
STORM DRAIN INLET PROTECTION (SE-10)

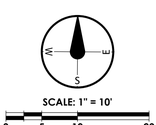


SECTION A-A

SE-8 GRAVEL BAG DETAILS SCALE: N.T.S.

PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN APPROVAL FROM CITY FOR LOCATIONS OF THE FOLLOWING AREAS:

- MATERIAL DELIVERY AND STORAGE AREA
  BMPS TO BE IMPLEMENTED: WM-1, WM-2, WM-4 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- WASTE COLLECTION AREA
  BMPS TO BE IMPLEMENTED: WM-5, WM-6, WM-9 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- VEHICLE CLEANING, FUELING AND MAINTENANCE AREA
  BMPS TO BE IMPLEMENTED: WM-4, NS-8, NS-9, NS-10 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- CONCRETE TRUCK WASHOUT AREA
  BMPS TO BE IMPLEMENTED: WM-8 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)



SCALE: 1" = 10'
0 5 10 20

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CONSULTANT
civTEC
999 CORPORATE DR.
SUITE 100
LADERA RANCH, CA 92694
p: 949.463.8822
e: tec@civtec.net

CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS

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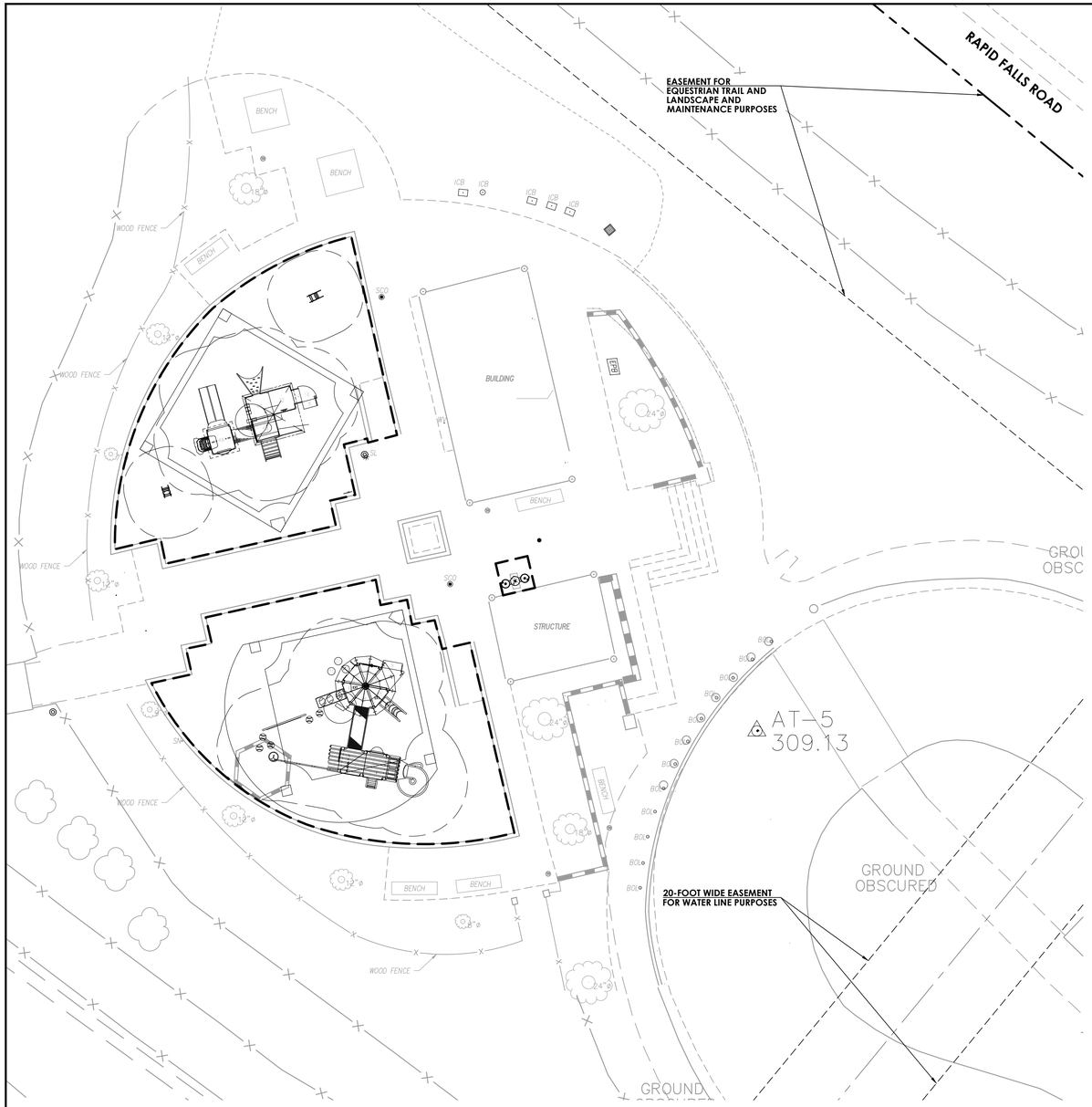
REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

REVISIONS	DATE

SHEET TITLE
EROSION CONTROL PLAN

JOB #	101.303 (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-3.1



BENCHMARK

OCS BM "3U-41-70"
ELEVATION 267.878' [NAVD88, LEVELED 1991]

DESCRIBED BY OCS 2003 - FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "3U-41-70", SET IN THE NORTHWESTERLY CORNER OF A CONCRETE BRIDGE ABUTMENT. MONUMENT IS LOCATED IN THE NORTHWESTERLY CORNER OF THE INTERSECTION OF FORBES ROAD AND CROWN VALLEY PARKWAY, 150 FT. WESTERLY OF THE CENTERLINE OF FORBES, 22.6 FT. NORTHERLY OF THE CENTERLINE OF CROWN VALLEY PARKWAY AND IN THE NORTHERLY END OF THE WESTERLY ABUTMENT. MONUMENT IS SET LEVEL WITH THE BRIDGE DECK.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF RAPID FALLS ROAD SHOWN AS N 80°41'33"E ON TRACT MAP 9293, FILED IN BOOK 460, PAGES 18 TO 31, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

NOTE TO CONTRACTOR:

A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE FIELD LAYOUT OF THE PROPOSED SITE IMPROVEMENTS INCLUDING, BUT NOT NECESSARILY LIMITED TO, HORIZONTAL AND VERTICAL CONTROL AND DIMENSIONAL COORDINATION AS NECESSARY TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS SURVEY WORK SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AND SHALL PROVIDE FOR THE SURVEY AND STAGING OF ALL CONSTRUCTION ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDING LOCATIONS, PAVING EDGES/ALIGNMENT FENCING, WALLS, LIGHT FIXTURES, SIGNS, MOW CURBS, SEATING, SHADE STRUCTURES, PLAY FIELDS AND APPURTENANCES,, CURB AND GUTTER ALIGNMENTS, CATCH BASINS, DRAINS, ETC.

B. AN AUTOCAD-COMPATIBLE .DWG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR HIS USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND IS INTENDED TO ASSIST THE SURVEYOR IN THE LAYOUT OF THE PROPOSED IMPROVEMENTS.

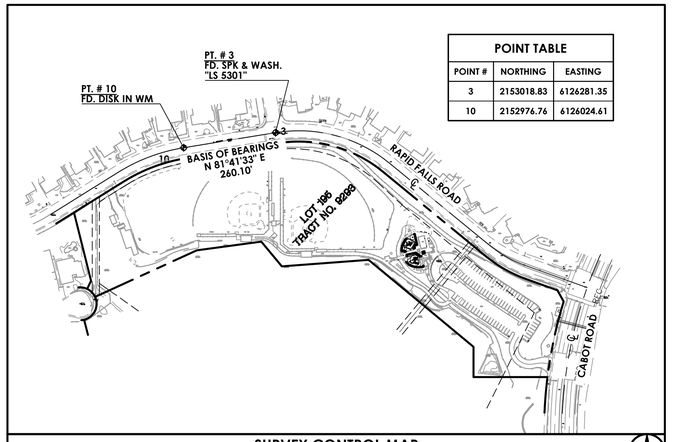
THESE ELECTRONIC FILES ARE NOT CONSTRUCTION DOCUMENTS. DIFFERENCES MAY EXIST BETWEEN THESE ELECTRONIC FILES AND CORRESPONDING HARD COPY CONSTRUCTION DOCUMENTS ISSUED FOR PUBLIC BID. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS AND THE ELECTRONIC FILES, THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS SHALL GOVERN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IF ANY CONFLICT EXISTS AND SHALL BRING ANY DISCREPANCIES TO THE PROJECT LANDSCAPE ARCHITECT'S ATTENTION PRIOR TO ANY FIELD LAYOUT. BY THE CONTRACTOR'S USE OF THESE ELECTRONIC FILES, THEY ARE NOT RELIEVED OF THEIR DUTY TO FULLY COMPLY WITH THE CONTRACT DOCUMENTS, INCLUDING, AND WITHOUT LIMITATION, THE NEED TO CHECK, CONFIRM, AND COORDINATE ALL DIMENSIONS AND DETAILS, TAKE FIELD MEASUREMENTS, VERIFY FIELD CONDITIONS, AND COORDINATE THE WORK WITH THAT OF OTHER CONTRACTORS FOR THE PROJECT.

THE DIGITAL INFORMATION PROVIDED BY civTEC SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN FOR THE PROJECT DESCRIBED ABOVE AND SHALL NOT BE RELEASED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF civTEC. THE INFORMATION CONTAINED ON THE ELECTRONIC MEDIA IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND SHALL REMAIN THE PROPERTY OF civTEC.

GENERAL NOTES

1. CONTRACTOR SHALL REFERENCE ARCHITECTURAL AND/OR LANDSCAPE PLANS FOR ADDITIONAL HARDSCAPE REQUIREMENTS AND DETAILS.
2. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING LANDSCAPE AND HARDSCAPE IMPROVEMENTS AS NECESSARY TO CONSTRUCT IMPROVEMENTS SHOWN HEREON.
3. ALL SIDEWALKS, CURB RETURNS, AND ACCESS POINTS SHALL MEET TITLE 24 AND AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

POINT TABLE		
POINT #	NORTHING	EASTING
3	2153018.83	6126281.35
10	2152976.76	6126024.61



SURVEY CONTROL MAP
SCALE: 1" = 200'

SCALE: 1" = 10'
0 5 10 20

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SUITE 100
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CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
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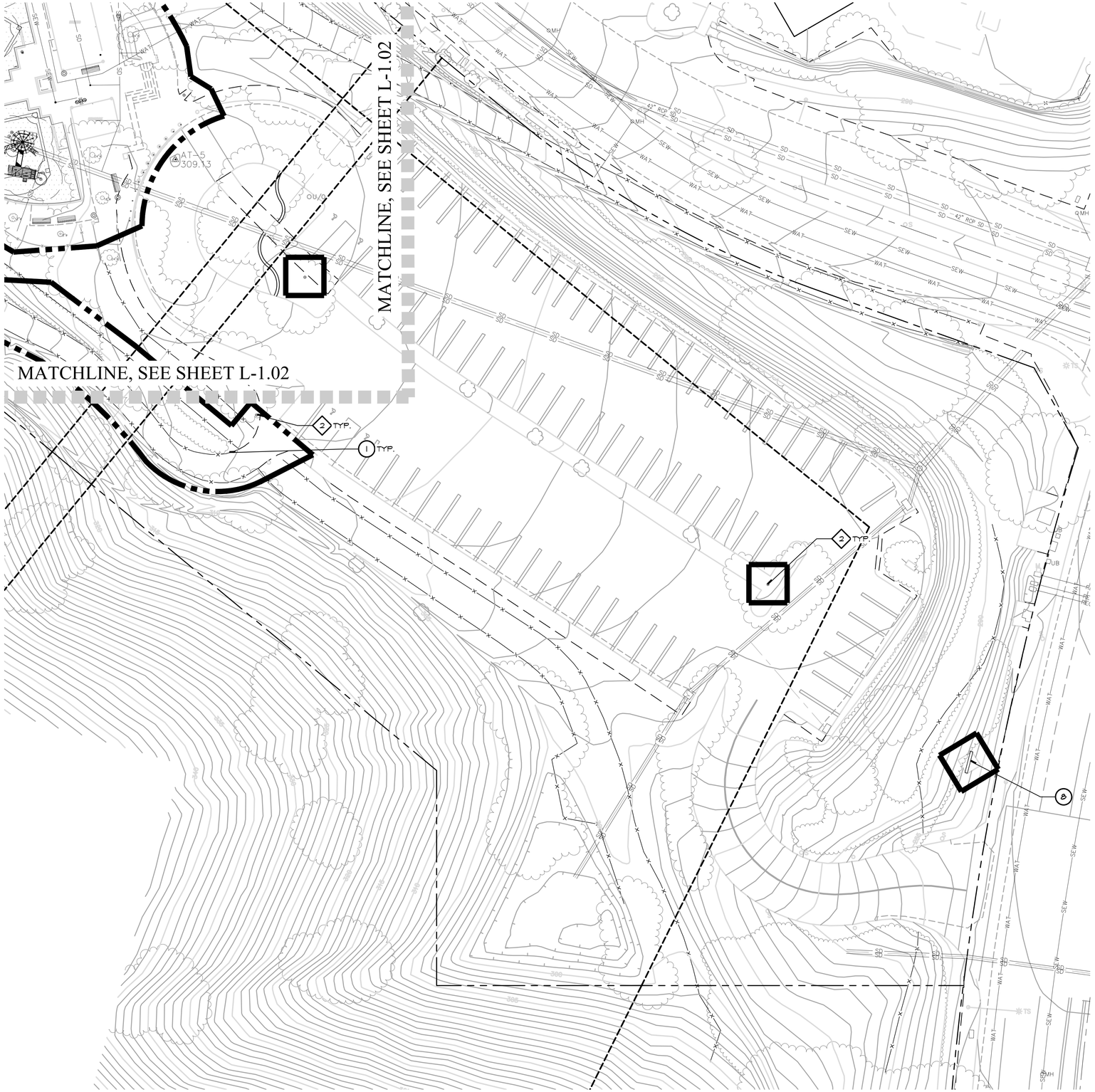
REVISIONS	DATE

SHEET TITLE
HORIZONTAL CONTROL PLAN

JOB #	101.303 (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-4.1

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CONSTRUCTION LEGEND (BASE BID):

	CONSTRUCT:	DETAIL REFERENCE/COMMENTS:
1	HANDRAIL RENOVATION	
2	PLAY EQUIPMENT	DETAIL: 1 SHEET: L-2.02
3	RESILIENT SURFACING	DETAIL: 2 & 3 SHEET: L-2.01
4	ACCESSIBLE CONCRETE PICNIC TABLE	DETAIL: 5 SHEET: L-2.01
5	CONCRETE PICNIC TABLE	DETAIL: 2 SHEET: L-2.02
6	TRASH RECEPTACLE	DETAIL: 4 SHEET: L-2.01
7	RESTROOM RENOVATION	DETAIL: 1 SHEET: L-2.03
8	PARK MONUMENT SIGN	DETAIL: 3 SHEET: L-2.02
9	CONCRETE BENCH	DETAIL: 1 SHEET: L-2.01

CONSTRUCTION LEGEND (ADDITIVE BID):

	DESCRIPTION:	COMMENTS:
1	DRINKING FOUNTAIN	DETAIL: 1 SHEET: L-2.04
2	PARK LIGHTING	DETAIL: 2 SHEET: L-2.04

NOTES

(A) HANDRAIL RENOVATION TO INCLUDE:
- REPAIR AND WELD NUMEROUS AREAS OF HANDRAILS THAT ARE DAMAGED DUE TO RUST AND LOOSE SUPPORT POSTS. THIS WILL INCLUDE CUTTING THE CONCRETE FOR POSTS THAT ARE LOOSE OR NEED A SLEEVE. REPAIR THE CONCRETE AFTER THE REPAIR.
- GRIND OFF RUST AND LOOSE PAINT.
- USE PRIMER ON THE BARE METAL AREAS.
- PAINT THE HANDRAILS USING ACRYLIC URETHANE AUTOMOTIVE PAINT IN A FOREST GREEN COLOR.
- CLEAN THE AREA OF DEBRIS.
- THIS ALSO INCLUDES ALL HANDRAILS TO STAIRS THAT LEAD DOWN TO THE PLAYGROUND AND BALL FIELD, AS WELL AS THE HANDRAILS BY THE RESTROOMS AND HORSE TIE-UPS (X4)

0' 10' 20' 40'

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[949] 493-2600 phone

CONSULTANT

CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
04/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

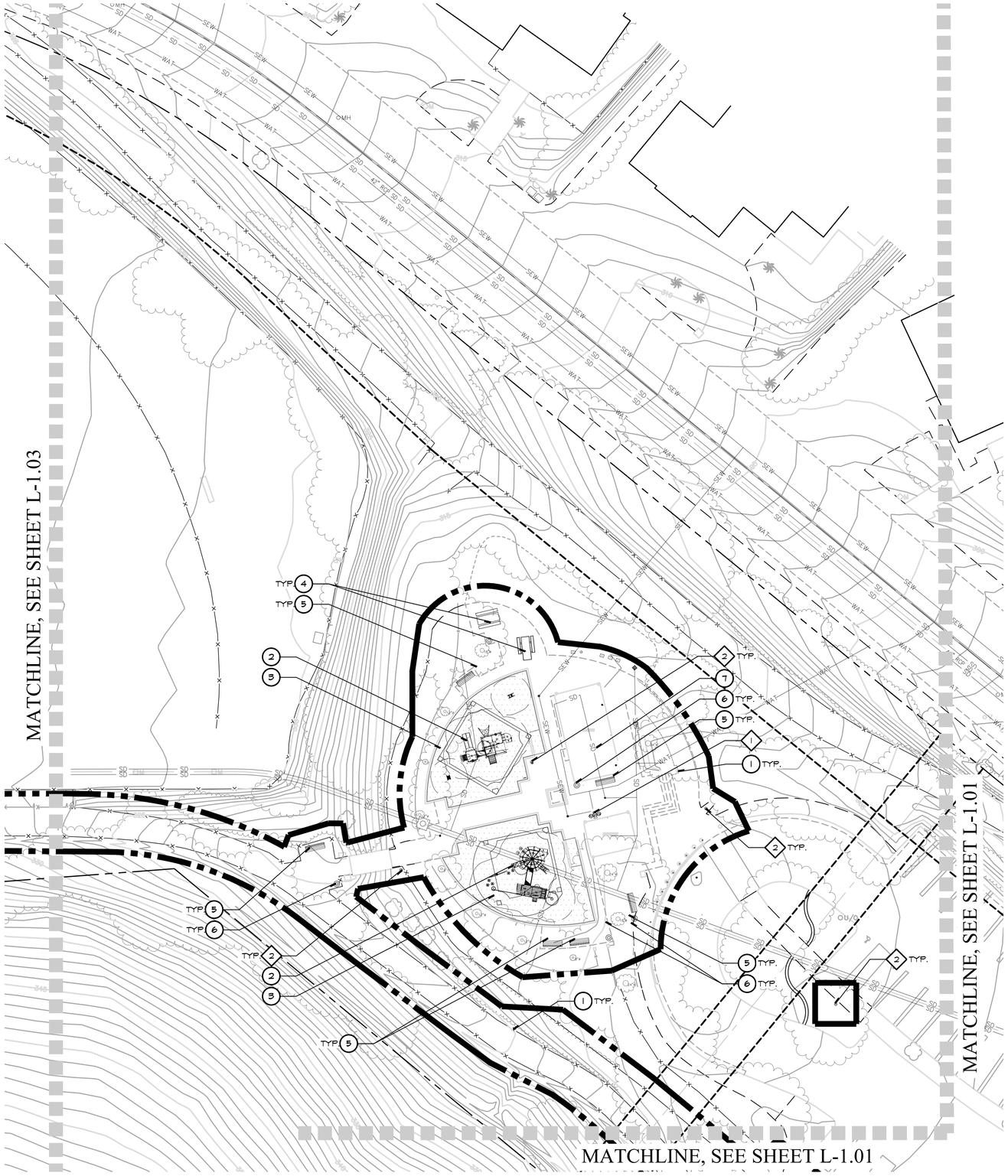
REVISIONS	DATE

SHEET TITLE
CONST. PLAN

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-1.01

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1	HANDRAIL RENOVATION	
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7	RESTROOM RENOVATION	DETAIL: 1 SHEET: L-2.03
8	PARK MONUMENT SIGN	DETAIL: 3 SHEET: L-2.02
9	CONCRETE BENCH	DETAIL: 1 SHEET: L-2.01

CONSTRUCTION LEGEND (ADDITIVE BID):

	DESCRIPTION:	COMMENTS:
1	DRINKING FOUNTAIN	DETAIL: 1 SHEET: L-2.04
2	PARK LIGHTING	DETAIL: 2 SHEET: L-2.04

NOTES

(A) HANDRAIL RENOVATION TO INCLUDE:
- REPAIR AND WELD NUMEROUS AREAS OF HANDRAILS THAT ARE DAMAGED DUE TO RUST AND LOOSE SUPPORT POSTS. THIS WILL INCLUDE CUTTING THE CONCRETE FOR POSTS THAT ARE LOOSE OR NEED A SLEEVE. REPAIR THE CONCRETE AFTER THE REPAIR.
- GRIND OFF RUST AND LOOSE PAINT.
- USE PRIMER ON THE BARE METAL AREAS.
- PAINT THE HANDRAILS USING ACRYLIC URETHANE AUTOMOTIVE PAINT IN A FOREST GREEN COLOR.
- CLEAN THE AREA OF DEBRIS.
- THIS ALSO INCLUDES ALL HANDRAILS TO STAIRS THAT LEAD DOWN TO THE PLAYGROUND AND BALL FIELD, AS WELL AS THE HANDRAILS BY THE RESTROOMS AND HORSE TIE-UPS (X4)

0' 10' 20' 40'

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CONSULTANT

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CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
03/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

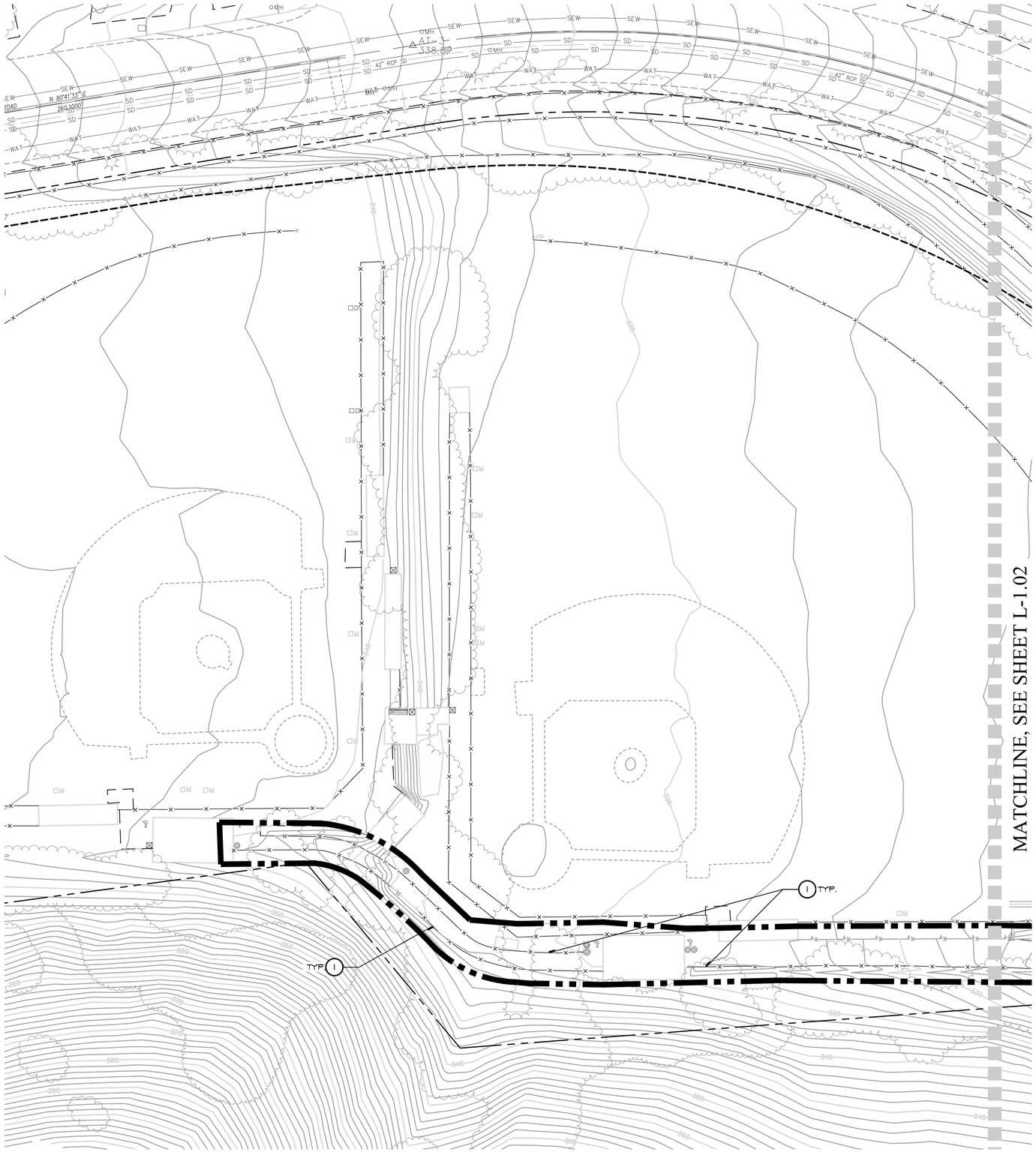
REVISIONS	DATE

SHEET TITLE
CONST. PLAN

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
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CONSTRUCTION LEGEND (BASE BID):

	CONSTRUCT:	DETAIL REFERENCE/COMMENTS:
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5	CONCRETE PICNIC TABLE	DETAIL: 2 SHEET: L-2.02
6	TRASH RECEPTACLE	DETAIL: 4 SHEET: L-2.01
7	RESTROOM RENOVATION	DETAIL: 1 SHEET: L-2.03
8	PARK MONUMENT SIGN	DETAIL: 3 SHEET: L-2.02
9	CONCRETE BENCH	DETAIL: 1 SHEET: L-2.01

CONSTRUCTION LEGEND (ADDITIVE BID):

	DESCRIPTION:	COMMENTS:
1	DRINKING FOUNTAIN	DETAIL: 1 SHEET: L-2.04
2	PARK LIGHTING	DETAIL: 2 SHEET: L-2.04

NOTES

A

HANDRAIL RENOVATION TO INCLUDE:

- REPAIR AND WELD NUMEROUS AREAS OF HANDRAILS THAT ARE DAMAGED DUE TO RUST AND LOOSE SUPPORT POSTS. THIS WILL INCLUDE CUTTING THE CONCRETE FOR POSTS THAT ARE LOOSE OR NEED A SLEEVE. REPAIR THE CONCRETE AFTER THE REPAIR.
- GRIND OFF RUST AND LOOSE PAINT.
- USE PRIMER ON THE BARE METAL AREAS.
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- CLEAN THE AREA OF DEBRIS.
- THIS ALSO INCLUDES ALL HANDRAILS TO STAIRS THAT LEAD DOWN TO THE PLAYGROUND AND BALL FIELD, AS WELL AS THE HANDRAILS BY THE RESTROOMS AND HORSE TIE-UPS (X4)

0' 10' 20' 40'

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CONSULTANT

CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
09/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

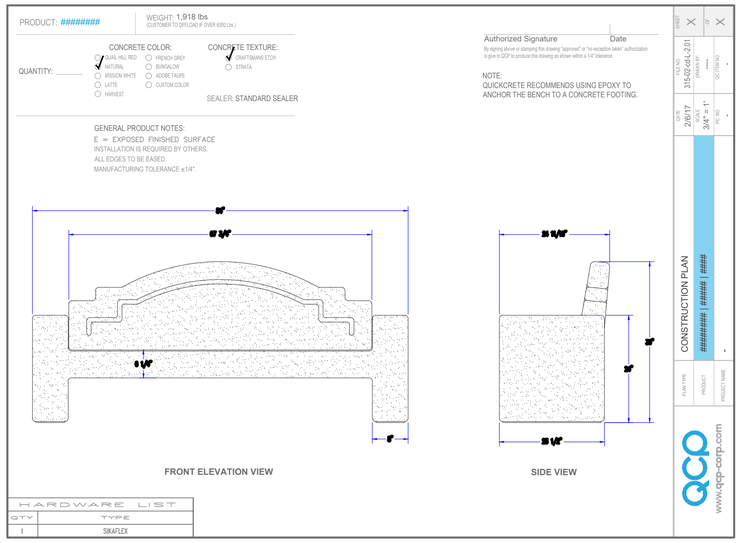
CONST. PLAN

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

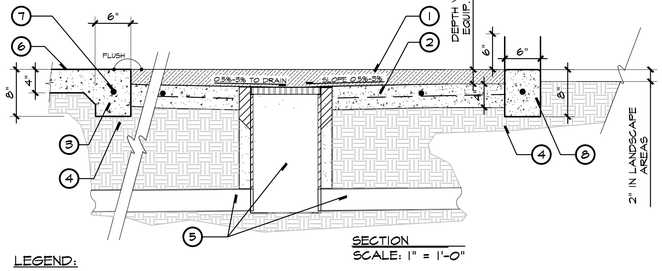
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1 | 6' CONCRETE BENCH



SECTION
SCALE: 1" = 1'-0"

LEGEND:

1. RESILIENT SURFACING. DEPTH RATED FOR REQUIRED FALL HEIGHT. SEE SPECIFICATIONS. FOR RESILIENT SURFACED COLOR SEE FINISH SCHEDULE.
2. 4" CONCRETE BASE W/#3 REBAR @ 18" O.C. SLOPE CONCRETE 0.5%-3% TO DRAIN. MAINTAIN POSITIVE DRAINAGE TO DRAIN INLETS. SEE CIVIL PLANS.
3. THICKENED CONCRETE EDGE AT PLAY AREA.
4. COMPACTED, MOISTURE-CONDITIONED SUBGRADE.
5. SUB-DRAINAGE SYSTEM CATCH BASIN, FILTER FABRIC, AND DRAIN PIPE SIZING PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.
6. EXISTING CONCRETE PAVING.
7. #3 REBAR, CONT.
8. 6" WIDE CONCRETE PLAY BAND

NOTES:

A. RESILIENT SURFACING SHALL BE INSTALLED WITH UV ALIPHATIC BINDER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

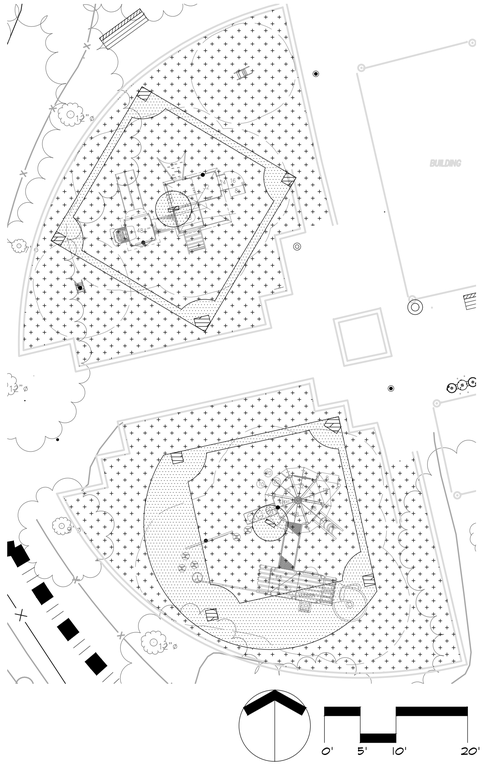
B. RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.

C. CONTRACTOR SHALL SUBMIT 12"X12" COLOR SAMPLE OF EACH COLOR SPECIFIED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

D. RESILIENT SURFACING SHALL BE POURED-IN-PLACE BY: **SPECTRATURF**, OR APPROVED EQUAL. CONTACT: **KASSI HOVE, (800)875-5788**. SEE SPECIFICATIONS.

E. CHECK WITH MANUFACTURER OF INSTALLED PLAYGROUND EQUIPMENT FOR ALL FALL HEIGHTS/CLEARANCES.

3 | RESILIENT SURFACING



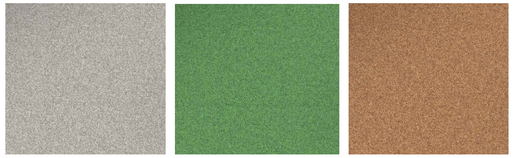
2 | RESILIENT SURFACING LAYOUT

RESILIENT SURFACING FINISH SCHEDULE:

	A	RESILIENT SURFACING. COLOR: **60% COCONUT CREAM, 20% ASH GREY, 20% PEWTER GREY**. SEE NOTES BELOW.
	B	RESILIENT SURFACING. COLOR: **50% SHAMROCK GREEN, 50% LIME GREEN**. SEE NOTES BELOW.
	C	RESILIENT SURFACING. COLOR: **75% SANDSTONE BEIGE, 25% CHESTNUT BROWN**. SEE NOTES BELOW.

SPECIAL NOTES:

1. RESILIENT SURFACING AVAILABLE FROM: **SPECTRATURF**. SEE ABOVE FOR COLOR SELECTION.
2. CONTACT: **SPECTRATURF, (800)875-5788**.



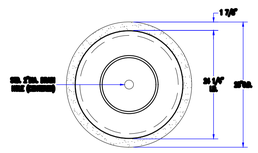
MIX COMPOSITION:
60% COCONUT CREAM
20% ASH GREY
20% PEWTER GREY

MIX COMPOSITION:
50% SHAMROCK GREEN
50% LIME GREEN

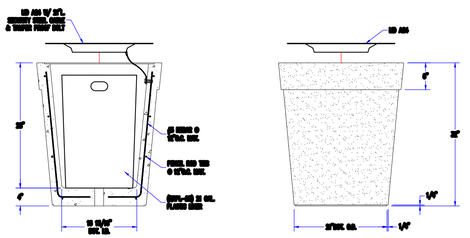
MIX COMPOSITION:
75% SANDSTONE BEIGE
25% CHESTNUT BROWN

4 | CONCRETE TRASH RECEPTACLE

PRODUCT: QR-GF2832W-A24 | WEIGHT: 527 lbs. (CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)
QUANTITY: ___
CONCRETE COLOR: ✓ NATURAL; MISSION WHITE; CUSTOM; FRENCH GREY; LATTE
CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH; STRATA; HONED
Authorized Signature | Date
By signing above or stamping this drawing "approved" or "no exception taken" authorization is give to QCP to produce this drawing as shown within a 1/4" tolerance.
SEALER: PERMASHIELD 4200 SEALER
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
STD. 2"DIA. DRAIN HOLE
LID MATERIAL: ✓ ALUMINUM; STEEL
LID COLORS: ✓ BLACK; GRAY; BROWN; BLUE



PLAN VIEW



SECTION VIEW | ELEVATION VIEW

HARDWARE LIST

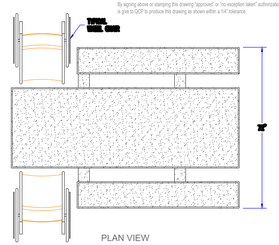
QTY	TYPE
1	(LID-A24) 24"DIA. ROUND FUNNEL LID
1	SECURITY CABLE AND BOLT
1	(QR-PL25) 21 GAL. PLASTIC LINER

QCP www.qcp-corp.com

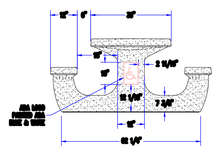
		DATE	FILE NO.	SHEET
PLAN TYPE	CONSTRUCTION PLAN	3/30/26	315-02-cd-L-2.01	1
PRODUCT	QR-GF2832W-A24 | WASTE CONT. | GREENFIELD	SCALE 3/4" = 1'	DRAWN BY -----	OF 1
PROJECT NAME		PC NO.	QC ITEM NO.	

5 | CONCRETE ADA PICNIC TABLE

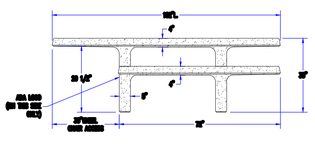
PRODUCT: Q-LBT102PTADA | WEIGHT: 2,615 lbs. (CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)
QUANTITY: ___
CONCRETE COLOR: ✓ NATURAL; MISSION WHITE; CUSTOM; FRENCH GREY; LATTE
CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH; STRATA; HONED
Authorized Signature | Date
By signing above or stamping this drawing "approved" or "no exception taken" authorization is give to QCP to produce this drawing as shown within a 1/4" tolerance.
SEALER: PERMASHIELD 4200 SEALER
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
5,000 P.S.I. CONCRETE
DISABLED ACCESS COMPLIANT
REINFORCED WIREBAR & NYLON FIBERS
5 YR GUARANTEE



PLAN VIEW



SIDE VIEW



ELEVATION VIEW

QCP www.qcp-corp.com

		DATE	FILE NO.	SHEET
PLAN TYPE	CONSTRUCTION PLAN	3/30/26	315-02-cd-L-2.01	1
PRODUCT	Q-LBT102PTADA | PICNIC TABLE | LBT ADA	SCALE 3/8" = 1'	DRAWN BY -----	OF 1
PROJECT NAME		PC NO.	QC ITEM NO.	

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CONSULTANT

CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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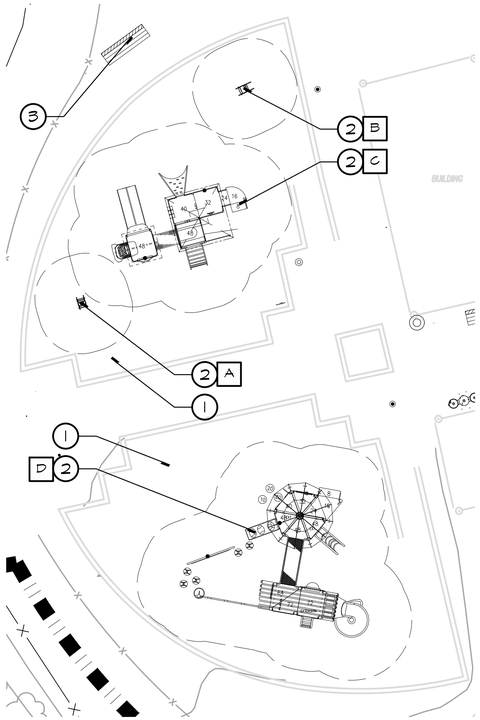
LICENSED LANDSCAPE ARCHITECT
HARRY P. RYAN LICENSE NO. 2552
Signature
06/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
BASE BID CONST. DETAILS

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.01



A BASEBALL GLOVE SPRING RIDER
B BASEBALL SIT-IN DIGIFUSE SPRING RIDER
C 2-5 PLAY STRUCTURE
D 5-12 PLAY STRUCTURE

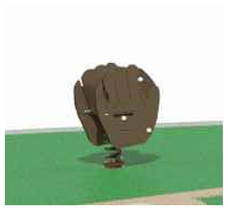
0' 5' 10' 20'

LEGEND:

1. INSTALL RESILIENT SURFACING PER DETAIL 4 & 5, THIS SHEET. RESILIENT SURFACING SHALL BE **'SPECTRATURF'** OR APPROVED EQUAL AND INSTALLED BY CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT 12"X12" SAMPLE OF EACH COLOR TO THE CITY PRIOR TO INSTALLATION. CONTACT: **SPECTRATURF, (800)873-5788**. SEE SPECIFICATIONS.
2. INSTALL PLAYGROUND EQUIPMENT BY: **LANDSCAPE STRUCTURES.** TO BE PROVIDED BY: **COAST RECREATION** OR APPROVED EQUAL. CONTACT: MIKE EISERT (714) 619-0100. DRAWING NUMBER: **1190790-04-01**.
3. INSTALL 6' BENCH. SEE DETAIL 4, THIS SHEET FOR FURNISHING DETAILS.

NOTES:

A. SEE CIVIL PLANS FOR GRADING AND DRAINAGE PLAN.
B. LANDSCAPE STRUCTURES EQUIPMENT SHALL BE INSTALLED BY A CERTIFIED "NATIONAL PLAYGROUND SAFETY INSTITUTE" INSTALLER APPROVED BY THE MANUFACTURER AND THE CITY. CONTRACTOR SHALL HAVE A LICENSED SURVEYOR DIGITIZE THE ENTIRE TOT LOT AREA, INCLUDING PERIMETER EDGE, RESILIENT SURFACING AREAS, PLAY EQUIPMENT AND PLAY EQUIPMENT FALL ZONES). THIS LAYOUT SHALL BE REVIEWED AND APPROVED BY PLAY EQUIPMENT MANUFACTURER'S REPRESENTATIVE AND CITY'S AUTHORIZED REPRESENTATIVE PRIOR TO PLACEMENT OF CONCRETE.
C. PRIOR TO INSTALLATION, FIELD STAKE LAYOUT OF EACH PLAY STRUCTURE SHALL BE REVIEWED AND APPROVED BY MANUFACTURER'S REPRESENTATIVE.
D. CONTRACTOR SHALL VERIFY LOCATION OF SUB-DRAIN IN RELATION TO PLAY STRUCTURE FOOTINGS TO INSURE ADEQUATE CLEARANCE AND DRAINAGE.
E. SUB-DRAIN SYSTEM CATCH BASIN AND DRAIN PIPE SIZING/SPECIFICATIONS PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.
F. RESILIENT SURFACING TO BE INSTALLED BY A CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT A 12X12 SAMPLE OF EACH COLOR TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
G. CONTRACTOR SHALL OBTAIN CERTIFICATION FROM PLAYGROUND EQUIPMENT MANUFACTURER THAT ALL CURRENT A.D.A. AND CONSUMER PRODUCT SAFETY COMMISSION STANDARDS HAVE BEEN FULLY COMPLIED WITH.
H. A COMPLETE PLAYGROUND AUDIT SHALL BE PERFORMED BY A NPSI CERTIFIED INSPECTOR AND GIVEN TO THE CITY'S AUTHORIZED REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE PLAYGROUND.
I. FURNISH AND INSTALL ALL PLAY EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS.
J. PRIOR TO FORM WORK AND CONCRETE WORK, CONTRACTOR SHALL LAY OUT PLAY AREA EDGE AND PLAY EQUIPMENT TO ENSURE ALL REQUIREMENTS ARE MET PER A.D.A. AND CSPC GUIDELINES AND STANDARDS.



BASEBALL GLOVE SPRING RIDER



BASEBALL SPRING RIDER



2-5 STRUCTURE



5-12 STRUCTURE

1 PLAY EQUIPMENT

PRODUCT: Q-LBT72PT

WEIGHT: 2,308 lbs.
(CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ___

CONCRETE COLOR:
○ NATURAL ○ FRENCH GREY
○ MISSION WHITE ○ LATTE
○ CUSTOM

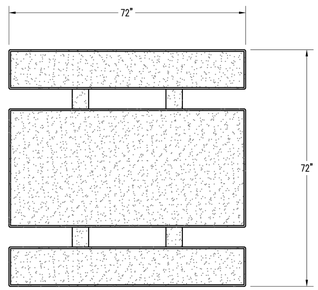
CONCRETE TEXTURE:
○ CRAFTSMANS ETCH ○ HONED
○ STRATA

SEALER: PERMASHIELD 4200 SEALER

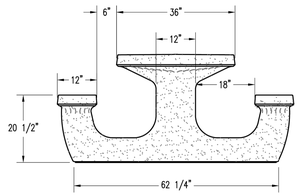
Authorized Signature _____ Date

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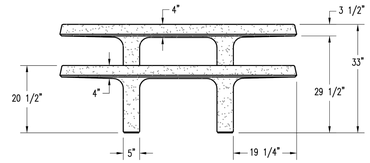
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
5,000 P.S.I.
REINFORCED WIREBAR & NYLON FIBERS
DISABLED ACCESS COMPLIANT
5 YEAR GUARANTEE



PLAN VIEW



SECTION VIEW



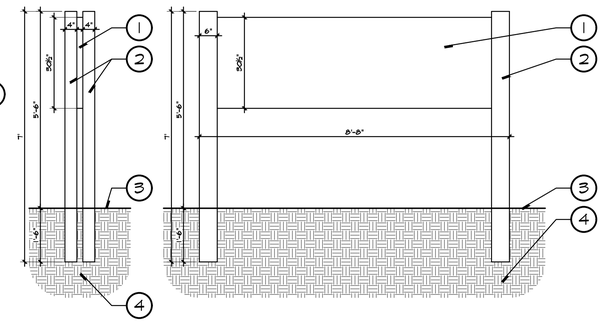
ELEVATION VIEW

QCP
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PLAN TYPE	CONSTRUCTION PLAN	DATE 6/6/23	FILE NO. Q-LBT-72PT / SHEET 1
PRODUCT	Q-LBT72PT | PICNIC TABLE | LBT	SCALE 3/8" = 1'	DRAWN BY: ---- / OF 1
PROJECT NAME		PC. NO.	QC ITEM NO.

2 CONCRETE PICNIC TABLE





LEGEND:

1. 30½" HIGH x 104" WIDE x 2" THICK SINGLE SIDED, HDU SAND-BLASTED SIGN AVAILABLE FROM AMERICA'S SIGNS, (714)693-2989. SIGN TO HAVE RAISED BORDER WITH RECESSED, BACKGROUND TO BE SAND-BLASTED FINISH. INNER BORDER TO BE LEVEL WITH THE RECESSED & PAINTED BLUE TO MATCH RAISED TEXT. OUTSIDE RAISED BORDER TO BE PAINTED DARK BROWN. CIRCLE TO RECEIVE CITY LOGO TO BE LEVEL WITH THE RECESSED BACKGROUND WITH SMOOTH FINISH. PARK NAME TO READ "CABOT PARK".
2. FOUR (4) 4"x6" HDU POSTS TO BE 84" TALL, INSTALLED 18" BELOW FINISHED GRADE.
3. FINISHED GRADE.
4. 95% COMPACTED MOISTURE-CONDITIONED SUBGRADE.

3 MONUMENT SIGN

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CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2552
Signature
08/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
BASE BID CONST. DETAILS

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.02

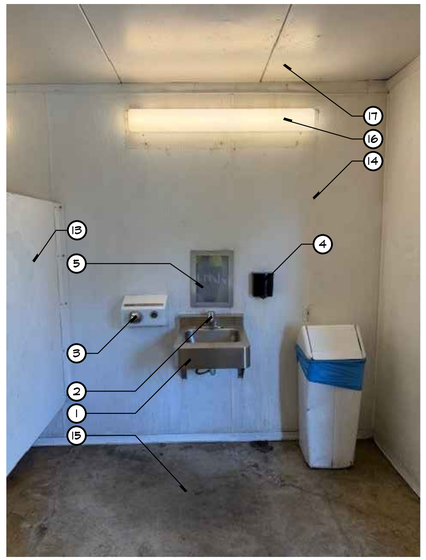
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LEGEND:

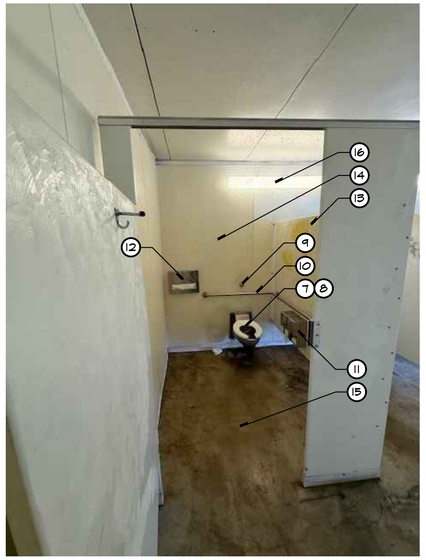
1. REMOVE & REPLACE EXISTING LAVATORY. AVAILABLE FROM ACORN, MODEL# 1652-LRB-1-DMS-03-M-31655.
2. REMOVE & REPLACE EXISTING LAVATORY FAUCET. AVAILABLE FROM CHICAGO, MODEL# 333-E2805-T65PSHAB.
3. REMOVE & REPLACE EXISTING HAND DRYER. AVAILABLE FROM FASTAIRE, MODEL# HD 035.
4. REMOVE & REPLACE EXISTING SOAP DISPENSER. AVAILABLE FROM ASI, MODEL# 0353.
5. REMOVE & REPLACE EXISTING MIRROR. AVAILABLE FROM ACORN, MODEL# 1810.
6. REMOVE & REPLACE EXISTING URINAL. AVAILABLE FROM ACORN, MODEL# 1709 HEU-W-1-0.125-FVBO.
7. REMOVE & REPLACE EXISTING WATER CLOSET. AVAILABLE FROM ACORN, MODEL# 1675-W-1-HET 1.28 GPF-FVBO-ADA-PFS-31655.
8. REMOVE & REPLACE EXISTING TOILET SEAT. AVAILABLE FROM BEMIS, MODEL# 1955SSCT 047 - WHITE.
9. REMOVE & REPLACE EXISTING WATER CLOSET FLUSH VALVE. AVAILABLE FROM ZURN, MODEL# Z6143AV-HET-BL-BG.
10. REMOVE & REPLACE EXISTING GRAB BAR. AVAILABLE FROM BOBRICK, MODEL# B-6806-42 (OR EQ.)
11. REMOVE & REPLACE EXISTING TOILET PAPER HOLDER. AVAILABLE FROM ROYCE ROLLS, MODEL# TP-3.
12. REMOVE & REPLACE EXISTING PROTECTIVE SEAT COVERS HOLDER. AVAILABLE FROM VANDAL STOP, MODEL# VSP-TSCD-304L-12G.
13. REMOVE & REPLACE METRO SERIES HPL STANDARD PARTITIONS & DOORS TO MATCH EXISTING LAYOUT. FLOOR ANCHORED MODEL# 1557, COLOR TO BE 'BLACK' 1595-60.
14. ALL INTERIOR WALLS TO BE REMOVED & REPLACED WITH CEMENT BOARD ON THE LOWER 48" OF THE WALLS, & INSTALL MOLD-RESISTANT DRYWALL ON THE UPPER PORTIONS OF THE WALLS. APPLY 12"x12" TILE ON THE LOWER 48" OF THE WALLS STARTING WITH A COVE BASE TITLE AT THE INTERSECTION OF THE FLOOR & WALLS. PAINT DRYWALL UPPER PORTIONS WITH TWO COATS OF PREMIUM SEMI-GLOSS PAINT.
15. FLOORS TO BE RESURFACED WITH A SIKA SELF-LEVELING COMPOUND TO ENSURE ADEQUATE DRAINAGE TO THE EXISTING DRAIN INLETS. AFTERWARDS, APPLY A TWO-PART POLYASPARTIC EPOXY FLOOR COATING FOR A SLIP RESISTANT SURFACE.
16. REMOVE EXISTING WALL-MOUNTED LIGHT FIXTURE & REPLACE WITH VANDAL RESISTANT SURFACE LUMINAIRE, VRSE-9 FROM LEVITON.
    INSTALL MODEL #VRSE-9-48-FC-LED-8-40K-055L-UNV-DPP LED SURFACE MOUNTED LUMINAIRE USING MANUFACTURER'S CURRENT RECOMMENDATIONS.
17. PAINT ALL INTERIOR CEILINGS, COLOR TO BE WHITE.
18. EXTERIOR RENOVATIONS - GRIND OFF RUST ON ALL EXTERIOR METAL COMPONENTS TO A SMOOTH FINISH, AND RE-PAINT EXTERIOR ROOF, WALL, PILLARS, AND DOOR. COLOR TO BE APPROVED BY THE CITY.

NOTES:

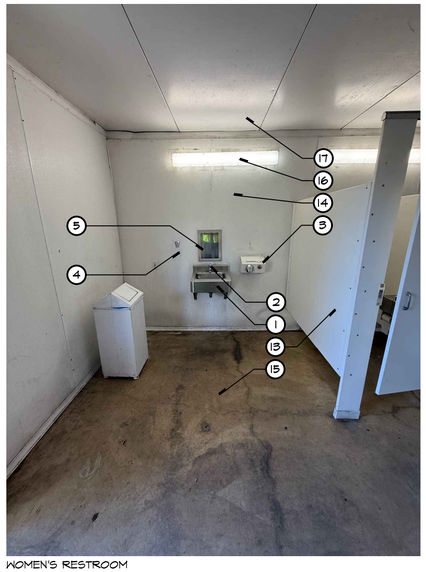
- ALL MATERIALS IDENTIFIED TO BE REMOVED FOR THE RESTROOM BUILDING RENOVATION ARE TO BE DEMOLISHED & DISPOSED OF IN A LEGAL MANNER.
- CONTRACTOR IS RESPONSIBLE FOR MAKING THEMSELVES FAMILIAR WITH THE SCOPE OF WORK & EXISTING CONDITIONS OF THE BUILDING PRIOR TO BIDDING.
- ANY DISCREPANCIES BETWEEN EXISTING BUILDING CONDITIONS & THOSE IDENTIFIED IN THE DEMOLITION & REPLACEMENT SHOULD BE NOTED BY CONTRACTOR & BROUGHT TO THE CITY'S ATTENTION.
- RESTROOM TO REMAIN OPEN DURING PLAY AREA & SITE IMPROVEMENTS. RESTROOM TO BE CLOSED FOR IMPROVEMENTS AFTER COMPLETION OF WORK ON OUTDOOR IMPROVEMENTS.



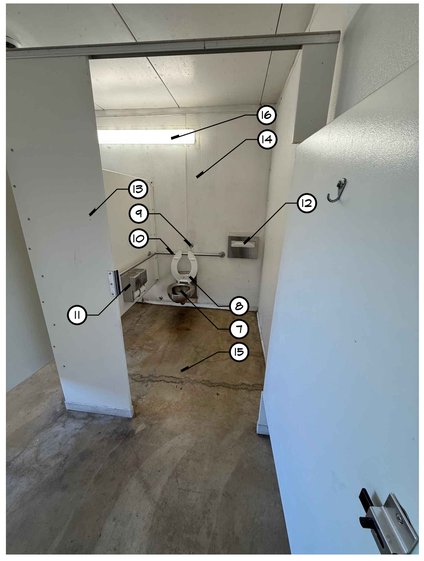




MEN'S RESTROOM







WOMEN'S RESTROOM



EXTERIOR

1 RESTROOM RENOVATIONS

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CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2552
Signature
10/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
BASE BID CONST. DETAILS

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.03

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LEGEND:

1 OUTDOOR ADA "HI/LO" DRINKING FOUNTAIN / BOTTLE FILLER, MODEL #1014598M WITH LOCK DOOR, AVAILABLE FROM **MOST DEPENDABLE FOUNTAINS (MDF), (800) 552-6331**. COLOR TO BE 'GREEN'. REFER TO CIVIL ENGINEERING WATER & SEWER PLAN FOR CONNECTION.

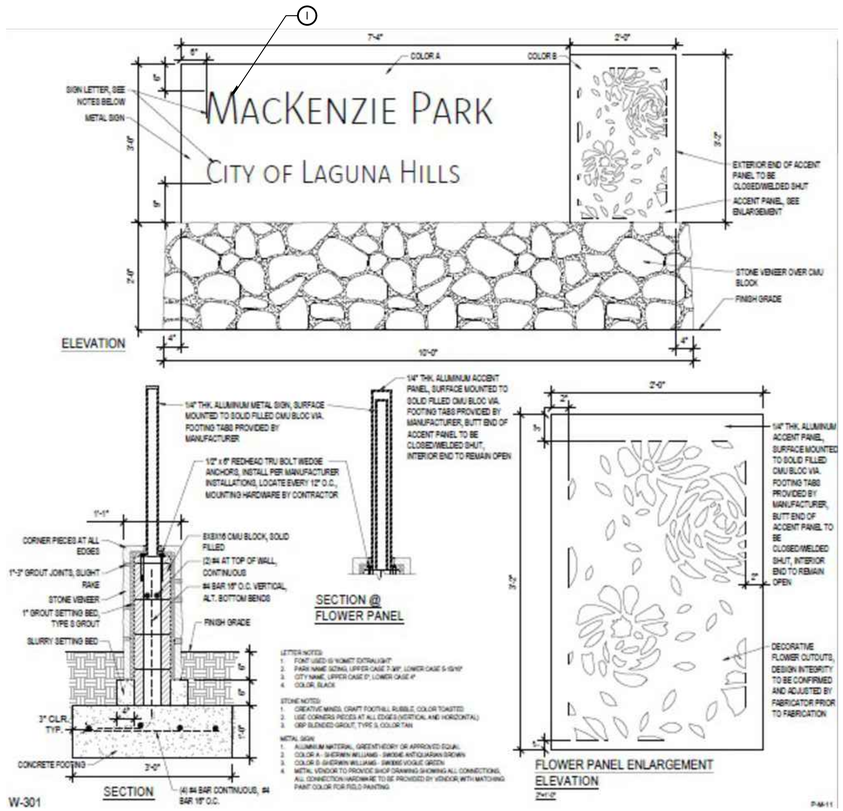
1 DRINKING FOUNTAIN



LEGEND:

1 LIGHT FIXTURE TO BE REPLACED, POLE TO REMAIN.

2 LIGHT FIXTURE AND POLE



LEGEND:

1 PARK NAME FOR REFERENCE ONLY. REPLACE PARK NAME "MACKENZIE PARK" WITH "CABOT PARK".

3 PARK MONUMENT SIGN

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LARRY P. RYAN LICENSE NO. 2592
Signature
10/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

ADDITIVE BID CONST. DETAILS

JOB #	315-02
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

L-2.04

CITY OF LAGUNA HILLS
CALIFORNIA

PUBLIC WORKS PLANS AND SPECIFICATIONS FOR CABOT PARK REHABILITATION

PROJECT NO. CIP 241-A

PREPARED FOR

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

PREPARED BY

RJM DESIGN GROUP
21591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675

April 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
CABOT PARK REHABILITATION

Prepared Under the Supervision of:



Larry P. Ryan, CA LLA #2505

4/3/2026
Date

Approved By:

Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2026

Date

CITY OF LAGUNA HILLS

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CABOT PARK REHABILITATION

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CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF

CABOT PARK REHABILITATION

NOTICE IS HEREBY GIVEN that sealed bids for the **Cabot Park Rehabilitation** ("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 June 2, 2026**, at which time they will be publicly opened and read aloud.

PRE-BID MEETING: A pre-bid meeting will be held at the Project site on **Tuesday, May 19, 2026 at 9:00 a.m.** ***Site Address: Cabot Park, Cabot Road and Rapid Falls Road, Laguna Hills, California 92653.*** The meeting is **not mandatory** but attendance is highly encouraged.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including play equipment and safety surfacing installation, steel handrail repairs, site furnishing replacement, park monument sign installation and minor restroom building repairs and replacements 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 Joe Ames at JAmes@lagunahillsca.gov.

Dated this 28th day of April 2026.

City of Laguna Hills, California

BY _____
KAREN HAMMAN, INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR

CABOT PARK REHABILITATION

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "CABOT PARK REHABILITATION PROJECT- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within 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). Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

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

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14. PREVAILING WAGE RATES

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

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

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

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

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

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

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section

12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

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18. SUBSTITUTION OF SECURITIES

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

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

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

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

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency’s written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS

PROPOSAL
FOR

CABOT PARK REHABILITATION

TO **CITY OF LAGUNA HILLS**, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____ DATE:_____, 20__

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

_____

_____ _____
(Signature)

PHONE: (___)_____ TITLE:_____

Subscribed and sworn to before me BY: _____
this _____ day of_____, 20___ (Print Name)

_____ _____
(Signature of Notary Public) (Signature)

(Attach Jurat) TITLE: _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name:_____

Business Address:_____

Email:_____ Telephone:( )_____

State Contractor's License No. and Class:_____

Original Date Issued:_____ Expiration Date:_____

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

_____

_____

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

_____

_____

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

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

TITLE: _____

(SEAL)

BIDDER'S NAME:_____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME:_____

REFERENCES

The 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:_____
Address:_____
Phone No.:_____ Contact:_____
Description of Work:_____

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

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

DESIGNATION OF SURETIES

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

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

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

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

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

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number:_____

DIR Registration No.:_____

Name of Individual Contractor (Print or type):

_____

Signature of Owner(s):_____ _____

Business Address:_____

or

Name of Company:_____

Business Address:_____

Officers:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

or

Name of Corporation: _____

Business Address:_____

Corporation organized under the laws of the State of:

_____ _____

Name of President of Corp./ Company Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____ _____

(Signature of Notary Public) (Signature)

TITLE: _____

(SEAL)

Bond Amount $_____
Bond Number_____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS,_____ (the "Principal") has submitted a
(NAME OF BIDDER)
bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

_____(the "Work"), as specifically set
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
forth in documents entitled_____,
(TITLE OF BID PACKAGE)
Dated:_____, 20____(the "Specifications").

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Bond Amount $_____
Bond Number_____

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

BIDDER'S NAME:_____

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_____[date], at _____[city], _____ [state]."

Signed:_____

_____
Title

Subscribed and sworn to before me
this_____ day of_____, 20___.

_____
Signature of Notary Public

(SEAL)

CITY OF LAGUNA HILLS

PROPOSAL BASE BID SHEETS
FOR

CABOT PARK REHABILITATION PROJECT

PROJECT START-UP
BID ITEMS 1-2:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Mobilization (5% of Base Bid)	1	LS		
2	Temporary Construction CL Fence	1,523	LF		

SUBTOTAL IN FIGURES:
(PROJECT START-UP) $_____

DEMOLITION/REMOVAL
BID ITEMS 3-8:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
3	Demolition and Removal of Sand (Playground)	61	SF		
4	Demolition and Removal of Resilient Surfacing	2,737	SF		
5	Demolition and Removal of Existing Park Monument Sign	1	LS		
6	Demolition and Removal of Existing Picnic Tables	2	EA		
7	Demolition and Removal of Existing Benches	6	EA		
8	Demolition and Removal of Existing Waste Receptacles	15	EA		

SUBTOTAL IN FIGURES:
(DEMOLITION/REMOVAL) $_____

ARCHITECTURAL
BID ITEMS 9:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
9	Restroom Building Renovation				
A	Remove and Replace Existing Lavatory	2	EA		
B	Remove and Replace Existing Lavatory Faucet	2	EA		
C	Remove and Replace Existing Hand Dryer	2	EA		
D	Remove and Replace Existing Soap Dispenser	2	EA		
E	Remove and Replace Existing Mirror	2	EA		

F	Remove and Replace Existing Urinal	1	EA		
G	Remove and Replace Existing Water Closet	3	EA		
H	Remove and Replace Existing Toilet Seat	3	EA		
I	Remove and Replace Existing Water Closet Flush Valve	4	EA		
J	Remove and Replace Existing Grab Bar	2	EA		
K	Remove and Replace Existing Toilet Paper Holder	6	EA		
L	Remove and Replace Existing Protective Seat Covers Holder	3	EA		
M	Remove and Replace Metro Series HPL Standard Partitions and Doors to Match Existing Layout	1	LS		
N	Remove Interior Walls and Replace with Cement Board on Lower 48” and Install Mold Resistant Drywall on the Upper Portions	1	LS		
O	Resurface Floors with Sika Self-Leveling Compound	1	LS		
P	Remove and Replace Existing Wall-Mounted Light Fixture with Vandal Resistant Surface Luminaire	4			
Q	Paint all Interior Ceilings	1	LS		
R	Grind off Rust on all Exterior Metal Components and Re-Paint Exterior Roof, Walls, Pillars, and Doors	1	LS		

SUBTOTAL IN FIGURES:
(ARCHITECTURAL) $_____

HARDSCAPE
BID ITEMS 10-11:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
10	Resilient Rubberized Surfacing at Play Area	2,798	SF		
11	Surfacing Flush With Concrete	52	CY		

SUBTOTAL IN FIGURES:
(HARDSCAPE) $_____

SITE FURNISHINGS
BID ITEMS 12-18:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
12	Playground Equipment	1	LS		
13	Playground Equipment Installation	1	LS		
14	Park Monument Signage	1	LS		
15	Concrete Picnic Tables	2	EA		
16	Benches	6	EA		
17	Waste Receptacles	10	EA		
18	Handrail Renovation	1	LS		

SUBTOTAL IN FIGURES:
(SITE FURNISHINGS) $_____

TOTAL BID IN FIGURES (PROJECT START-UP + DEMOLITION/REMOVAL + ARCHITECTURAL + HARDSCAPE + SITE FURNISHINGS):

$ _____

TOTAL BID IN WORDS (PROJECT START-UP + DEMOLITION/REMOVAL + ARCHITECTURAL + HARDSCAPE + SITE FURNISHINGS):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF BASE BID ONLY.

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 ADDITIVE BID SHEETS
FOR

CABOT PARK REHABILITATION PROJECT

DEMOLITION/REMOVAL
ADDITIVE BID ITEM:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-1	Demolition and Removal of Existing Park Lighting	6	EA		

SUBTOTAL IN FIGURES:
(DEMOLITION/REMOVAL) $_____

ELECTRICAL/LIGHTING
ADDITIVE BID ITEMS:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-2	Park Security Lighting	6	EA		
AB-3	Misc. Electrical (Conduit, Wiring, Pull Boxes, Etc.)	1	LS		

SUBTOTAL IN FIGURES:
(ELECTICAL/LIGHTING) $_____

SITE FURNISHINGS
ADDITIVE BID ITEMS:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-4	Additive Bid Play Equipment	1	LS		
AB-5	Additive Bid Play Equip. Install.	1	LS		
AB-6	Park Monument Signage	1	LS		
AB-7	Drinking Fountain	1	EA		

SUBTOTAL IN FIGURES:
(SITE FURNISHINGS) $_____

TOTAL ADDITIVE BID IN FIGURES (DEMOLITION/REMOVAL + ELECTRICAL/LIGHTING + SITE FURNISHINGS):

$ _____

TOTAL ADDITIVE BID IN WORDS DEMOLITION/REMOVAL + ELECTRICAL/LIGHTING + SITE FURNISHINGS):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF BASE BID ONLY.

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 BASE & ADDITIVE BID SHEETS
FOR
CABOT PARK REHABILITATION PROJECT

PROPOSAL

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

BIDDER_____

_____

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

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:_____

BIDDER'S NAME:_____

BIDDER'S CERTIFICATION FOR

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

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR CABOT PARK REHABILITATION AND IN THE SPECIAL PROVISIONS FOR CABOT PARK REHABILITATION and accepts all conditions and requirements contained therein.

_____
Bidder

_____ _____
By Date

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

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT
FOR

CABOT PARK REHABILITATION

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. 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 Dollars ($0.00), 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:

_____
DON CASKEY, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK
CITY OF LAGUNA HILLS

_____
COLIN BURNS, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

_____
(CORPORATION (NAME - TYPE))

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

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

Bond Amount $_____
Bond Number_____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on_____, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No._____,

for the_____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)

specified in the Contract , to_____, a
(NAME OF CONTRACTOR)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the

Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____ (DATE OF AWARD), the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No._____, for the _____ (NAME OF PROJECT AND/OR DESCRIPTION OF WORK), as specified in the Contract , to _____ (NAME OF CONTRACTOR), a _____ (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC) hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incporated thereinby 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 _____ (NAME OF SURETY) (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and _____/100 DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

By: _____
(PRINT)

_____
(SIGNATURE)

_____
Title

_____
Date

Section 3700 of the Labor Code reads as follows:

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

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

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

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS

GENERAL SPECIFICATIONS
FOR

CABOT PARK REHABILITATION

SCOPE OF WORK

The work to be performed and completed by Contractor consists of play equipment and safety surfacing installation, steel handrail repairs, site furnishing replacement, and minor restroom building repairs and replacements and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located off Cabot Road adjacent to Rapid Falls Road, Laguna Hills, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 60 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	Rory Harnsich	949/837-7050 Ext. 251
So Cal Gas Company	1919 South State College Anaheim, CA 92806	Fernando Rojo	213/231-8050
Gas Company Southern Region Transmission	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Angela Rivera	714/902-1781
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Julie Tsang	949/580-3450
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communications	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Erik Weigand	949/577-0005

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

CABOT PARK REHABILITATION

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	CABOT PARK REHABILITATION

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
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- 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 initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

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

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

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

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

5-3 LABOR.

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

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

to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

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

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contactor 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 if five feet or more in depth and into which a person is required to descent.

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.

Blacking-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 maintaining 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 is completed within the alotted construction period.

[Add to this section]

- 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.
- 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 sixty (60) 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. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days. 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 $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. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. 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 Best Management Practices 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 TRAFFIC CONTROL PLAN (TCP).

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared and stamped/signed by a licensed civil or traffic engineer licensed in the State of California for City approval. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s)/lane closures to the City Engineer for approval prior to the commencement of work. **The traffic control plans shall be submitted to the City for review and approval within 10 working days after the date of the Notice of Award.**

10-5.1 Payment.

The Contract **LUMP SUM** price bid for the **Traffic Control** 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 MATERIALS

200-1.1 General [Add the following]:

Aggregate base material for all asphaltic concrete and concrete paving shall be crushed miscellaneous base (C.M.B.) or crushed aggregate base (C.A.B.). Majority of the base materials will be on-site as a result of crushing the existing asphalt and concrete during the demolition process.

200-1.4 Coarse Aggregate for Portland Cement Concrete

1. Non-Slip Aggregate: Fused aluminum oxide grits or crushed emery, factory graded, packaged rust proof.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. The following paragraph shall be added following paragraph 4:

The cement utilized shall be Type V. No substitution of materials shall be permitted. The Contractor shall furnish the City's Representative with a copy of the mix design to be used and with a legible certified weight-master's certificate for each load of P.C.C. delivered to the project. Portland Cement Concrete delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Concrete specified by class: The class of concrete shall be 560-C-3250 with a maximum slump of four inches (4") for all concrete flatwork, walls, footings, foundations, sidewalks, access ramps, curbs and gutters, and cross gutters, mow curbs, columns, thrust blocks, terraced concrete seating, monument signs, etc.

201-1.1.4 Test for Portland Cement Concrete [Add the following]:

1. All material shall comply with the latest editions of the American Concrete Institute (ACI) and California Building Code. Testing of Portland cement concrete shall apply to all site concrete including but not limited to: concrete paving, walls, footing, etc.
2. Product Data:

    a) Submit complete materials list of items proposed for the work. Identify material source.
    b) Submit admixture, curing compound, retarder, and accessory item product data.
    c) Submit material certificates for aggregates, reinforcing, and join fillers.

3. Submit concrete delivery tickets to Quality Control Manager. Show the following:

    a) Batch number

b) Mix by class or sack content with maximum size aggregate

c) Admixture

d) Air content

e) Slump

f) Time of loading

4. Submit concrete test reports.

5. City will provide field quality control testing and inspection during concrete operations.

6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

7. Strength Verification

Contractor should present mix design to City Inspector for approval prior to pour. Contractor shall provide copies of concrete tickets verifying the strength requirements for every truck load of concrete (see also item 3 above).

201-1.1.5 Concrete Installer [Add the following]:

Contractor shall provide evidence to indicate successful experience in concrete placement and finishing work similar to that specified herein and who can demonstrate such successful experience through past project documentation and references:

1. Experience Period: Minimum five (5) years' experience.

2 Demonstration of Experience: Ten (10) projects which have been completed within the past twenty-four (24) months utilizing similar products, scope, and complexity.

3. Supervision: Placement and finishing of concrete work shall be performed under the supervision of a person having a minimum of five (5) years' experience in the placement and finishing of products specified herein.

4. Previous projects shall be located in Los Angeles, Orange, Riverside, or San Bernardino Counties. **A listing of projects and addresses shall be provided with the bid and shall be reviewed and approved by the City prior to the notice to proceed.** Installer qualifications shall be submitted to construction manager with copies to the Architect for information purposes. Three (3) copies of previous experience shall be provided.

201-1.2 Materials

201-1.2.1 Portland Cement [Add the following]:

1. Lime: ASTM C207, Type S, containing 85% by weight of calcium oxide.

2. Lime Putty: Make from hydrated lime conforming to ASTM C207, pulverized to such fineness that 100% will pass a 50 mesh sieve. Mix lime in water, run through screen into box and age 48 hours.
3. Cement shall be Type V Portland Cement

201-1.4 Mixing

201-1.4.3 Transit Mixer [Add the following]:

Mixes

a. Provide ASTM C94 ready-mixed concrete. Batch mixing at site not acceptable.

1. Strength: 3,250 psi minimum at 28 days for all concrete flatwork, curbs, seating, ramps, plaza area, etc.

2. Slump Range: 2" to 4" maximum

b. Coarse aggregate shall consist of 3/4" aggregate - 3/8" aggregate for pump mix.

c. Provide an approved water-reducing admixture in all concrete.

d. Indicate water added to mix at job site on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

201-2 STEEL REINFORCEMENT FOR CONCRETE

201-2.2 Reinforcing Steel. [Add the following paragraph immediately after the first paragraph]:

#4 reinforcing steel shall be 40 grade
#5 reinforcing steel shall be 60 grade

201-3 CONCRETE JOINT FILLER

201-3.1 Expansion Joint Filler and Joint Sealants

201-3.2 Premolded Joint Filler [Add the following]:

Expansion joint material shall be Deck-O-Foam by W.R. Meadows Corporation or approved equal – 1/4″ in dimension. Install per manufacturers specifications (909) 469-2606.

201-4 CONCRETE CURING MATERIALS

Curing compound shall be ASTM 309 or better. Concrete cure and seal shall be "clear" by Davis Colors, or approved equal.

Note: Basketball court concrete slab shall be cured. Contractor shall review concrete preparation specification with tennis court surfacing provider, City inspector, and installer prior to construction of tennis court slab.

SECTION 210 PAINT AND PROTECTIVE COATINGS

210-1 PAINT

210-1.4 Paint Materials. [Add the following information to the end of this section]:

Submittals:

1. Materials List:

    a. The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the drawings and specifications. No substitutions will be allowed without prior written approval of the City.

    b. Complete material list shall be submitted prior to performing any work. Material list shall include the manufacturer, model number, and description of all materials and equipment to be used.

    c. Equipment or materials installed or furnished without prior approval of the City may be rejected and the Contractor required to remove such materials from the site at his own expense.

    d. Approval of any item, alternate, or substitute, indicates only that the products or products apparently meet the requirements of the drawings and specifications on the basis of the information or sample submitted.

PART 3 - CONSTRUCTION METHODS

SECTION 300- EARTHWORK

SECTION 300.1 Clearing and Grubbing. [Add the following prior to the first paragraph]:

300-1.1 GENERAL:

Site Grading

1. Perform grading within contract limits, including adjacent transition areas to new elevations, levels, profiles, and contours indicated. Provide subgrade surfaces parallel to finished surface grades. Provide uniform levels and slopes between new elevations and existing grades.

2. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes and as follows:

    a. The subgrade at any point shall not vary more than 0.05 foot above or below the grade established by the Improvement Plans if the structural section indicates placing surfacing on native material.

    b. The subgrade at any point shall not vary more than 0.05 feet above the grade established by the Improvement Plans if the structural section indicates placing an aggregate base or sub-base material on native materials.

    c. Rough Grading: Plus or minus 0.10 ft. subgrade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.

    d. Provide subgrade surface free of exposed boulders or stones as noted in the specifications.

    e. Paved Areas: Shape surface of subgrade areas to line, grade, and cross-section indicated. Provide compacted subgrade suitable-to receive paving base materials, per Standard Specifications. Subgrade tolerance plus 0, minus 1/2".

    f. Granular Base: Grade subgrade surface smooth and even, free of voids, to the required subgrade elevation. Provide compacted subgrade suitable to receive granular base materials per Standard Specifications. Tolerance 1/2" in 10'.

3. Uniformly distribute and spread soil. Use loose, dry weed-free topsoil. Do not use muddy topsoil. Place during dry weather.

4. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of subgrades.

5. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 1" or larger in any dimension and all debris. Provide surfaces suitable for soil preparation provided under lawn and planting work. Contractor shall be responsible for ‘rock picking’ and removal of all rocks, stones, and boulders one (1) inch in diameter

and greater in all areas not requiring concrete paving. Removal of rocks from site shall be in compliance with state and local codes.

300-1.2 Preservation of Property [Add the following]:

Consult the records and drawings of adjacent work and of existing services and utilities which may affect site work operations.

300-1.3.2 Requirement [Add the following]:

Miscellaneous:

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. Maintain dust control at all times by watering; including developing water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.

2. Provide for traffic control and all signs, barricades and all other appurtenant items necessary to maintain proper control, per approved Traffic Control Plans (as provided by contractor)

3. Protection and maintenance of utilities, trees. fences, walls, and other facilities within the construction zone, except those specifically directed by the City Representative to be removed or relocated.

4. Other items of work as directed in these Special Provisions.

300-1.4 Payment [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall include full compensation for traffic control, signs, barricades, and flashers and shall be paid for at the lump sum contract price in the proposal bid form and no additional compensation will be allowed.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in clearing and grubbing as specified.

300-1.5 Solid Waste Diversion

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 to provide appropriate confirmation documentation from the recycling facility.

All waste is to be transported and disposed of in accordance with all local, state and federal laws and regulations. Removal and disposal of material shall be done by City approved Licensed and

Franchised Commercial Solid Waste Haulers. This will require the disposal of all materials in accordance with the City's Construction & Demolition Ordinance, Sections 1082 and 886, which requires the recycling of all C&D materials. The Contractor shall fill out a C&D waste diversion plan meeting the requirements of the C&D Ordinance prior to the start of work, and shall provide proof of recycling at the end of the job. Failure to recycle all eligible C&D material will result in the deduction of $2,500.00 from the final payment to the Contractor.

300-2 UNCLASSIFIED EXCAVATION

300-2.6 Surplus Material [Add the following]:

All surplus material including asphalt, concrete, etc. shall be disposed of in a legal manner, at the expense of the Contractor.

300-3 STRUCTURE EXCAVATION AND BACKFILL

300-3.1 General [Add the following to the first paragraph]:
Footings shall bear on approved undisturbed bearing soil.

300-3.4 Inspection [Add the following after the first paragraph]:

1. Contractor shall provide adequate notice, cooperate with, provide access to their work, obtain samples, and assist testing agency and their representatives in execution of their function.

2. Fill Materials: Contractor shall provide testing of proposed import materials to verify suitability for use, gradation of material, moisture-density relation by ASTM D1557 and percent of organic materials.

3. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, provide additional compaction until specified density is achieved or remove and replace defective materials with new materials as directed by the City Representative. Cost of additional labor, materials, and testing to attain specified density shall be at Contractor's expense.

4. Do not cover or enclose work of this section before obtaining required inspections, tests, approvals, and location recording.

5. Submit reports for testing and inspection of the following, as directed by the City Representative.

    a. Subgrade surfaces
    b. Footing subgrade

300-3.5 Structure Backfill [Add the following]:

1. All fill material is subject to testing and inspection.

2. Obtain inspection and approval of subgrade surfaces from the City's Soils Engineer prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable subgrade materials with an approved compacted fill material. Take corrective measures before placing fill materials.

3. Soil stabilization: When exposed subgrade surfaces become spongy during construction operations and soil stabilization is required, stabilize subgrade materials, as directed by the City Representative.

4. Spread approved fill material per Soils Fertility and Agricultural Suitability Report (as provided by Contractor, per Section 212)

8. Compaction:

   a. Compact subgrade and fill material of all areas shall be as noted on project soils report. See appendix.

   b. Water settling, puddling, and jetting of fill and backfill materials as a compaction method are not acceptable.

   c. Maintain moisture content of materials, during compaction operations within required moisture range noted on project soils report. (see appendix) and to the satisfaction of the City's Soils Engineer to obtain indicated compaction density.

   d. Provide adequate equipment to achieve consistent and uniform compaction of fill and backfill materials.

SECTION 301- TREATED SOIL SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-2 UNTREATED BASE

301-2.1 General Crushed Aggregate Base (Cab)

A. Crushed Aggregate Base shall be placed to the lines and grades shown on the plans and in accordance with the methods of Section 301-2 of the Standard Specifications.

Prior to placement of Crushed Aggregate Base, the subgrade soils shall be processed to a minimum depth of 6-inches, moisture-conditioned, and re-compacted to a minimum depth of 90 percent relative compaction.

B. Payment

The contract price paid per ton for CRUSHED AGGREGATE BASE shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved to place CRUSHED AGGREGATE BASE, complete in place, including scarify six (6) inches, moisture condition, and prepare subgrade to a 90% compaction, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 302 - ASPHALT SURFACING

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.4 Concrete Finishes [Add the following]:

1. General. Unless otherwise specified in this Subsection, retardant finish, broom, and steel trowel finish concrete used in the hardscape areas shall be constructed of concrete prepared as prescribed in Subsection 201-1. Portland Cement Concrete Pavement shall be constructed in accordance with Section 302-6 “Portland Cement Concrete Pavement’” except as modified herein.

2. Job Sample. Contractor shall pour and finish a 6' x 6' square sample of each concrete finish and color using the specified materials and construction techniques. Each sample shall include final finish color as specified, sawcut joints, expansion joints, and shall meet with the City's approval prior to placing any production concrete. Production pours are not acceptable as field samples. Sample 6’ x 6’ concrete panels shall be prepared by Contractor for City’s review three weeks prior to scheduled production pours. Samples not meeting with City’s satisfaction shall be repoured and finished at no cost to City.

   Note: Basketball court concrete slab shall be cured. Contractor shall fill, patch or remove and replace all holes, cracks, abnormalities and non-uniform surfaces on the existing courts. Contractor shall review concrete preparation specification with basketball court surfacing provider, City inspector, and installer prior to construction or refurbishing of the basketball court slabs.

3. Subgrade Preparation: All soil material used as compacted fill or material processed in place or used to backfill trenches should be moistened, dried, or blended as necessary to achieve moisture conditioning as prescribed in project goals report as prepared by the soils engineer of record.

   In expansive soil areas, the subgrade under any sidewalks and flatwork shall be scarified to a depth of at least eight (8) inches and moisture shall be applied to maintain free water on the surface for at least 24 hours prior to placing concrete and the subgrade shall then be prepared without compactive effort.

302-6.8 Measurement and Payment. Payment for all concrete work will be made as part of the lump sum contract price and no additional compensation will be allowed.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.1 General [Add the following paragraphs]:

Concrete structures shall conform to the provisions of the Standard Specifications and herein.

Reinforcing steel shall be Grade 60 billet steel conforming to ASTM A615.

The surfaces of all concrete structures shall receive a smooth trowel finish, unless otherwise specified on plans.

The Contractor shall furnish all labor, tools and materials to construct reinforced Portland Cement Concrete structures and appurtenant work to grades and dimensions shown on the Plans or staked in the field. The Contractor shall submit method and sequencing for placement of P.C.C. for the City's Representative approval at least ten (10) working days prior to commencement of work.

Unless otherwise specified, transverse construction joints shall be placed in all reinforced sections at intervals of not less than ten (10) feet or more than fifty (50) feet. The joints shall be in the same plane for the entire structure and, for concrete thickness greater than 6-inches, shall be keyed as directed by the City's Representative.

303-1.3 Forms [Add the following paragraphs]:

Forms shall be braced to withstand the pressures developed and shall be tight to prevent the loss of mortar. Formed wall surface shall be free of any unevenness greater than 1/4-inch when checked with a 10-foot straight edge.

Concrete in walls with side slopes flatter than 3/4:1 shall be placed on suitable material which has been overfilled, compacted, and trimmed to true grade. Backforms shall be used where the side slope is 3/4:1 or steeper.

A clear non-staining form release agent which will not discolor nor affect the surface texture of the concrete and does not react with any ingredients of the concrete shall be used. The cost of Furnishing and Placing Form Release agent shall be included in the cost of Portland Cement Concrete.

All form work for concrete construction (mow curbs, paving, concrete curbs, gutters, walls, etc) shall be reviewed and approved by Owner prior to pouring of concrete.

303-1.7 Placing Reinforcement.

303-1.7.1 General [Add the following paragraph]:

Aluminum and plastic supports for reinforcement shall not be used.

Bars shall be accurately spaced as shown on the Plans and spacing of first bar immediately adjacent to transverse construction joint shall be one-half the required spacing shown on the Plans. In no case shall the clear distance between parallel bars be less than 2-1/2 diameters of the bar, or a minimum of 2-inches. Unless otherwise shown on Plans, embedment of reinforcing steel (other than stirrups and spacers) shall be 1-1/2 inches clear depth for #8 bars or smaller, and shall be 2-inches clear for #9 bars and larger. Where placement of reinforcing steel requires alternate bars of different size embedment, requirements shall be governed by the larger bar. Stirrups and spacers shall be embedded not less than 1-inch clear depth.

Measurement of embedment shall be from the outside of the bar to the nearest concrete face. Tack welding or butt welding of reinforcing bars will not be permitted.

303-1.7.2 Splicing. [Add the following paragraph]:

Reinforcing bars may be continuous at locations where splices are shown on the plans, at the option of the Contractor. The location of splices, except where shown on the Plans, shall be determined by the Contractor, based upon using available commercial lengths where applicable.

Splices shall consist of placing the reinforcing bars in contact and wiring them together in such a manner as to maintain the alignment of the bars and to provide minimum clearances.

No lapped splices will be permitted at locations where the concrete section is not sufficient to provide a minimum clear distance of 2-inches between the splice and the nearest adjacent bar. The clearances to the surface of the concrete shall not be reduced. Length of lapped splices shall be as noted on drawings.

Splices of tensile reinforcement at points of maximum stress shall be avoided; however, any deviation from splices shown on the Plans shall be approved by the City's Representative.

303-1.8 Placing Concrete

Verify the location of all concrete flat work, lighting pole bases and planter concrete curbs with plan to be submitted by concrete contractor for review and approval by landscape architect prior to installation.

303-1.8.1 General [Add the following paragraph]:

Upon request, Contractor shall be provided with digital site plan prepared in an AutoCAD format for their use in providing the survey and staking of all proposed improvements. Contractor to provide on site digital survey crew to locate and stake all proposed improvements prior to construction. Contractor to submit request to City for digital AutoCAD file a minimum of 72 hours prior to scheduled survey staking.

The Contractor shall exercise caution in placement of concrete in walls and congested areas to ensure proper consolidation and that there are no voids, and protection of waterstops in position. Adequate provisions shall be made for visual inspection of concrete placement, consolidation and waterstop protection. Pouring of walls in lifts, use of smaller maximum aggregate sizes, or other methods as necessary may be proposed by the Contractor and will be permitted only after evaluation by the City Representative.

A representative of Southern California Geotechnical, Inc., the project geotechnical engineers, shall be notified a minimum of 72 hours in advance of the Musco Sports Lighting and ball containment netting foundation installation to inspect and verify that the soil design parameters are met. Concrete shall be placed immediately after completion of excavation and inspection by the geotechnical engineer. No excavations shall be left unprotected or open overnight.

303-1.9.2 Ordinary Surface Finish. [Add the following paragraph]:

Ordinary Surface Finish shall not apply to rock pockets which, in the opinion of the City Representative, are of such extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement. In such cases, the City Representative may declare the concrete defective and require the removal and replacement of the structure affected.

303-1.10 Curing. [Amend first paragraph with the following]:

Exposed concrete surfaces shall be sprayed with Type 2 curing compound at a uniform rate of one gallon per 150 square feet.

303-1.11 Payment [Replace paragraph one with the following]:

Portland Cement Concrete structures shall be included in the lump sum contract price and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work required to construct the structure in conformity with the plans and specifications.

Should the Contractor request and obtain permission to use admixtures for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed therefor.

Should the City Representative direct the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications, furnishing the admixtures and adding them to the concrete will be paid for as Extra Work a provided in Subsection 3-3, as amended by these Special Provisions.

303-4.1.4.1 Sealants and Waterproofing

1. Sealants

   All exposed plastered, masonry constructed walls shall receive “Allguard” Concrete Masonry Sealer as manufactured by Down Corning, or City approved equal. Application shall be one (1) gallon per 100 s.f. Provide 4′ x 4′ sample mock up of sealed material prior to production applications.

2. Waterproofing

   All retaining masonry walls and masonry planters are to receive a waterproofing membrane (Miradri 860) and a protective membrane (Miradri Protection Course 200V), or City approved equal. Application shall be manufacturer’s recommendations.

303-5 CONCRETE CURBS, CONCRETE PAVING, CONCRETE SEATING, WALKS, GUTTERS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements

303-5.1.1 General [Add the following paragraph]:

Concrete curbs, ramps, and walks shall conform to the Standard Specifications and supplied herein in conjunction with Construction Document Plans and Details.

303-5.2 Forms

303-5.2.1 Standard Form [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.

2. Install, align and level forms, stake, and brace forms in place. Maintain following grade and alignment tolerances except where accessibility concerns would bring non-compliance if tolerances were allowed.

   a. Top of Form: Maximum 1/8” in 10’0”.

   b. Vertical Face: Maximum 1/8” in 10’0”.

3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

4. The Contractor shall notify City a minimum of 36 hours in advance of scheduled form board review. All form work for hardscape construction (mow curbs, concrete paving, curbs, gutters, walls, etc.) shall be reviewed and approved by City Representative prior to pouring of concrete.

303-5.3 Placing Concrete. ADD the following:

The top and face of the finished concrete surfaces shall be true and straight, of uniform width and free of humps, sags, or other irregularities. The finished concrete surface shall not vary more than 0.02' (6 mm) from a 10' (3 meter) straight edge, except at grade changes or curves. No freestanding water will be permitted on slope over 1%. No freestanding water deeper than 1/16" (1.5 mm) will be permitted on slopes of less than 1%.

Concrete placed immediately before rain shall be protected to prevent rainwater from coming in contact with it. Sufficient protective covering shall be kept on hand at all times for this purpose.

303-5.4 Joints

303-5.4.1 General [Add to the first paragraph]:

1. Provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks, and other fixed objects.

    a. Locate expansion joints as indicated. When not indicated, provide joints at maximum 24'-0" on center for curbs and walks. Align expansion joints in abutting curbs and walks. Expansion joint material shall be as noted on drawings and shall extend to full depth of concrete section.

    b. Install joint fillers full-width and depth of joint. Recess top edge below finish to receive sealants as indicated on construction details.

    c. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.

    d. Where intersecting joints occur join top edge and continue any spliced joints without deviation of form line or direction.

    e. Protect the top edge of the joint filler during concrete placement.

    f. Control joints shall be provided to a depth equal to 1/3 the thickness of the concrete pour.

303-5.9 Measurement and Payment [Add the following to this section]:

Payment for concrete work will be made as part of the contract lump sum price and no additional compensation will be allowed.

SECTION 312 – WATER POLLUTION CONTOL

312.6 WATER POLLUTION CONTROL

312.6.1 General. The Contractor shall conform to all applicable local, state and Federal regulations and laws pertaining to water pollution control. The Contractor shall conduct and schedule its operations, and follow and implement best management practices in such a manner as to prevent water pollution. The Contractor shall also conform to the following requirements:
a) Sediments shall not be discharged to a storm drain system or receiving waters.
b) Sediments generated on the Work site shall be contained on the Work site using appropriate BMPs.
c) No construction-related materials, waste, spill, or residue shall be discharged from the Work site to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff.
d) Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained within the Work site using appropriate BMPs.
e) Erosion shall be prevented. Erosion susceptible slopes shall be covered, planted or otherwise protected in a way that prevents discharge from the Work site.

312.6.2 Best Management Practices (BMPs). The Contractor shall implement and maintain such BMPs as are relevant to the Work, and as are specifically required by the Plans or Special Provisions. The Contractor shall be responsible throughout the duration of the Contract for installing, constructing, inspecting, maintaining, removing and disposing of BMPs for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by the Engineer, the Contractor shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work.

SECTION 314 – PLAYGROUND EQUIPMENT INSTALLATION

The Contractor shall install the following equipment per the manufacturer's recommendation and per the plan. Play equipment shall be as manufactured by Landscape Structure (No Substitutions) and as provided by Coast Recreation, contact: Allison Hepburn (714) 619-0100. The Contractor will supply to the City, State, and Federal installation guidelines, standards, and recommendations. The letter will be submitted prior to release of final payment. Minimum guarantees and terms of the guarantee shall be reviewed and approved by City staff prior to modifications and new installations occurring. The Contractor will also supply to the City a letter from the playground manufacturer stating that all installed equipment complies with ADA and CPSC Guidelines and Standards. Playground manufacturer to provide insurance certificate naming the "City of Laguna Hills", its agents and employees as additionally insured with respect to the manufacturing and installation of Cabot Park play equipment." Playground equipment installation must be performed by a Landscape Structures "Certified" Installer. Contact Landscape Structures for a list of certified installers.

Play Equipment as specified on the plans.

314-1 RESILIENT PLAYGROUND SURFACING

1. The Contractor shall provide all services and products to ensure a complete installation of resilient playground surfacing.

2. The resilient surfacing shall conform to ASTM-F-1292-91, ASTM-F-35586 Class A Flame spread, ASTM E108.

3. Thickness of resilient surfacing must match fall heights of proposed play equipment per Consumer Product Safety Commission.

4. Sub-base preparation, concrete base, thickened edges, and drainage including any necessary excavation will be the sole responsibility of the Contractor and shall be included in the square footage cost for resilient surfacing.

5. Concrete curbing must be installed below grade to confine the resilient surfacing and will be installed per plans.

6. Concrete sub-base shall be installed under all resilient surfacing as specified on plans and details.

7. Compaction of sub-grade material shall be at 90% minimum.

8. Compacted sub-grade shall be graded as noted on civil plans.

9. Resilient surfacing will be poured in place and its intended use will be for a shock absorbing surface under and around playground equipment.

10. The resilient surfacing will be porous, seamless, and capable of installing at various thicknesses.

11. Resilient surfacing is a two layer system consisting of a cushion layer covered by a weather resistant wearing layer.

12. Cushion Course: per specifications of "Spectraturf." The resilient surfacing shall be a minimum installed thickness as specified below: Finish surface of wearing course shall be level.

Overall Thickness	Critical Fall Height
1-3/4"	4'
2-1/2"	5'
3"	6' and 7'
3-1/2"	8'
4"	9'
4-1/2"	10'
5-1/2"	12'

13. Wearing course per Specifications of "Spectraturf." The wearing course shall be an installed thickness of 3/8". The binder for rubber particles shall be aliphatic.

14. Wearing course shall be hand troweled to produce an even, uniform surface. All edges to be transitioned to a beveled or flush condition.

15. A ten-year guarantee against defects in materials and workmanship must be provided in writing, by the Contractor, to the City prior to project completion.

16. Install "Spectraturf." Resilient surfacing available from:

    Spectraturf
    Contact: Spectraturf
    Phone: (800) 875-5788

    Substitutions:

Submit 2’ x 2’ sample and specifications for consideration a minimum of ten (10) days prior to bid opening.

PART 9 – SITE FURNISHINGS

SECTION 900 – SITE FURNISHINGS

900-1 GENERAL REQUIREMENTS

900-1.1 General

Examine Plans and Specifications and include all miscellaneous metal, which is specified in other Sections. Provide all connections, anchors, bolts, and other fastenings as required. Perform all cutting, punching, drilling, and tapping required for proper assembly of the work. All installations shall be done in accordance to manufacturer’s specifications.

900-1.2 Shop Drawings

1. Submit shop drawings of all work herein showing layouts, sizes, and methods of construction and installation, including sizes and types of all fastening devices.

2. Codes

   Materials and work shall conform to the governing Building Code. In case of conflict between these Specifications and the Building Code, the more stringent shall govern.

3. Delivery

   Ensure that items to be set in concrete are delivered at the proper time.

4. Measurements

   Verify all dimensions by taking field measurements. Proper fit and attachment of all items are required.

5. Coordination

   Coordinate with other trades to effect prompt delivery of all materials needed for erection or installation. Identify all bolts or other loose materials.

6. Storage

   Store materials in dry, protected areas. Protect from rusting, bleaching, and other damage. Remove any damaged items from site and replace at no cost to the City’s representative.

7. Certifications

   Furnish to the City’s representative copies of all material certifications.

900-2 SITE FURNISHINGS

900-2.1 Receptacles

‘Greenfield’ series waste receptacle, model #QR-GF2832W-A24 in natural color with craftsman etch texture and black steel funnel trash lid, by QCP, (866)703-3434. Surface mount per manufacturer’s recommendations.

900-2.2 Seating Furnishings

ADA concrete picnic table, model #Q-LBT102PTADA, in natural color with craftsman etch texture, by QCP, (866)703-3434. Surface mount per manufacturer’s recommendations.

‘Palm’ series bench, model #Q1-PS84B in natural color with craftsman etch texture, by QCP, (866)703-3434. Surface mount per manufacturer’s recommendations.

900-2.3 Drinking Fountain

Hi/lo drinking fountain / bottle filler, model #10145SM, color to be green, by Most Dependable Fountains, (800)552-6331. See civil engineering plan for connection to sump. Surface mount per manufacturer’s recommendations.

Appendix A – Water Pollution Control Plan Template

Appendix B – CABOT PARK REHABILITATION Project Plans

Appendix C – Certification Status Change



OVERALL DESIGN PLAN

LEGEND

1. NEW DRINKING FOUNTAIN WITH DOG BOWL AND PAVING REPLACEMENT TO BE ADA COMPLIANT
2. NEW PARK SIGN
3. ENTRY CONCRETE PATH REMOVED AND REPLACED TO BE ADA COMPLIANT ACCESS TO PLAYGROUND RELOCATED DUE TO ADA COMPLIANCE
4. UPDATE PLAYGROUND ZONE, SEE ENLARGEMENT
5. REMOVE EXISTING CREEK AND FILL AREA WITH DIRT. INSTALL UNDERGROUND DRAIN LINE FROM CREEK SOURCE TO EXISTING STORM DRAIN LOCATION
6. NEW PICNIC TABLES, TRASH RECEPTACLES, BBQS AND BENCHES - ADDITIVE ALTERNATE BID #2
7. HILLSIDE EROSION CONTROL IMPROVEMENTS - ADDITIVE ALTERNATE BID #3
8. NEW PLAYGROUND SEATING BENCHES - ADDITIVE ALTERNATE BID #4

CITY OF LAGUNA HILLS - EL CONEJO PARK

Landscape Design - Construction Documents

April 20, 2026

NORTH 0 10 20 40



PLAYGROUND ENLARGEMENT - LOW OPTION







LEGEND

1. 5-12 TREE HOUSE STRUCTURE
2. 2-5 SMALL TREE HOUSE STRUCTURE
3. 3 BAY SWINGS
4. 2-5 BOUNCER
5. 5-12 SPINNER
6. PLAYGROUND ENCLOSURE RAILING
7. NEW PATHWAYS TO BE ADA COMPLIANT
8. NEW PARK SIGN

LEGEND

9. PLAYGROUND RUBBERIZED SURFACING
10. DRINKING FOUNTAIN WITH PET BOWL
11. NEW PICNIC TABLES, TRASH RECEPTACLES, BBQS AND BENCHES - ADDITIVE ALTERNATE BID #2
12. NEW PLAYGROUND SEATING BENCHES - ADDITIVE ALTERNATE BID #4



DRINKING FOUNTAIN WITH DOG BOWL



PRECAST CONCRETE TABLES



PRECAST CONCRETE BENCH

CITY OF LAGUNA HILLS - EL CONEJO PARK

Landscape Design - Construction Documents

April 20, 2026

NORTH

0 5 10 20

EL CONEJO PARK RENOVATION PROJECT

25601 EL CONEJO LANE, LAGUNA HILLS, CA 92653

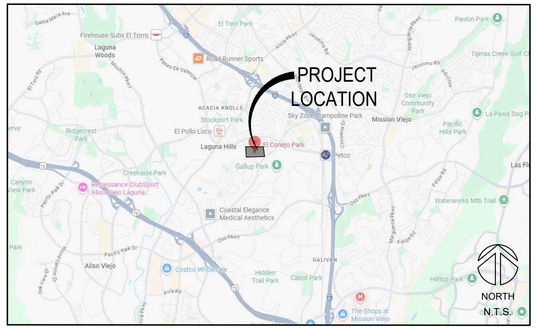
Owner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Contact: Joe Ames
Phone: (949) 707-2615

Landscape Architect
DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
Contact: Shaun Johnson
Phone: (714) 641-1300
sjonson@dvdcreative.com

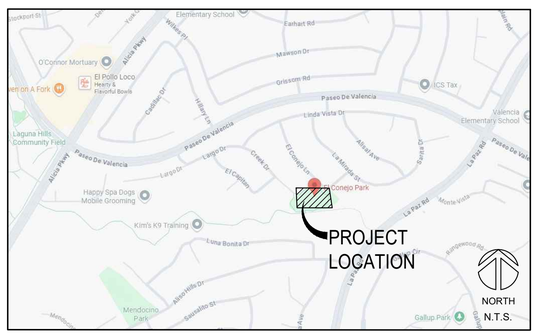
Civil Engineer
DMS Consultants, Inc.
12371 Lewis St., Suite 203
Garden Grove, CA 92840
Contact: - Surender Dewan
Phone: (714) 740-8840
Surender@dmsconsultantsinc.com

Geotechnical Engineer
Global Geo-Engineering, Inc.
3 Corporate Park, Suite 270
Irvine, CA 92606
Contact: - Mohan Upasani
Phone: (949) 221-0900
global@globalgeo.net

VICINITY MAP



LOCATION MAP



INDEX OF DRAWINGS

SEQ	SHEET	SHEET TITLE
1	L-100	TITLE SHEET
2	D-1	DEMOLITION PLAN
3	D-2	DEMOLITION PLAN
4	G-1A	GRADING PLAN - BASE BID
5	G-1B	GRADING PLAN - ADDITIVE BID
6	G-2	GRADING PLAN
7	G-3	GRADING PLAN
8	EC-1A	EROSION CONTROL PLAN - BASE BID
9	EC-1B	EROSION CONTROL PLAN - ADDITIVE BID
10	EC-2	EROSION CONTROL PLAN
11	L-200	ACCESSIBILITY PLAN
12	L-250	TREE PRESERVATION PLAN
13	L-300	CONSTRUCTION MATERIALS SCHEDULE
14	L-301	CONSTRUCTION PLAN - BASE BID
15	L-302	CONSTRUCTION PLAN - ADDITIVE BID
16	L-600	CONSTRUCTION DETAILS - FLATWORK
17	L-610	CONSTRUCTION DETAILS - WALLS
18	L-620	CONSTRUCTION DETAILS - METALWORK
19	L-630	CONSTRUCTION DETAILS - MISC.
20	L-700A	IRRIGATION LEGEND AND NOTES
21	L-700B	IRRIGATION NOTES AND WATER USE DATA
22	L-700C	IRRIGATION DEMO PLAN
23	L-701	IRRIGATION MODIFICATION PLAN - BASE BID
24	L-702	IRRIGATION MODIFICATION PLAN - ADDITIVE BID
25	L-750	IRRIGATION DETAILS
26	L-751	IRRIGATION DETAILS
27	L-800	PLANTING SCHEDULE AND NOTES
28	L-801	TREE PLANTING PLAN
29	L-901	SHRUB PLANTING PLAN - BASE BID
30	L-902	SHRUB PLANTING PLAN - ADDITIVE BID
31	L-950	PLANTING DETAILS

PLAN NOTE

BASE SHEET PREPARED FROM CIVIL BACKGROUNDS RECEIVED APRIL 13, 2026.

DEFERRED SUBMITTALS REQUIRED

DEFERRED SUBMITTALS SHALL BE REQUIRED FROM THE MANUFACTURER AND/OR SUPPLIER OF THE FOLLOWING PARK FEATURES INCLUDING ALL ANCHORING AND FOUNDATION DETAILS:

1. PLAYGROUND EQUIPMENT

NOTE: THE ABOVE ITEMS REQUIRING A DEFERRED SUBMITTAL SHALL REQUIRE SEPARATE PERMITS AND PLAN CHECK PRIOR TO INSTALLATION.

SURVEY INFORMATION

BASIS OF BEARINGS
The Bearing shown heron are based on the Bearing between OCS Horizontal control station GPS NO.7681 and Station GPS NO. 7682 Being North 40deg 53'55" West per records on File in the Office of Orange County Surveyor

Landscape Architect
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LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

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No	Date	Description

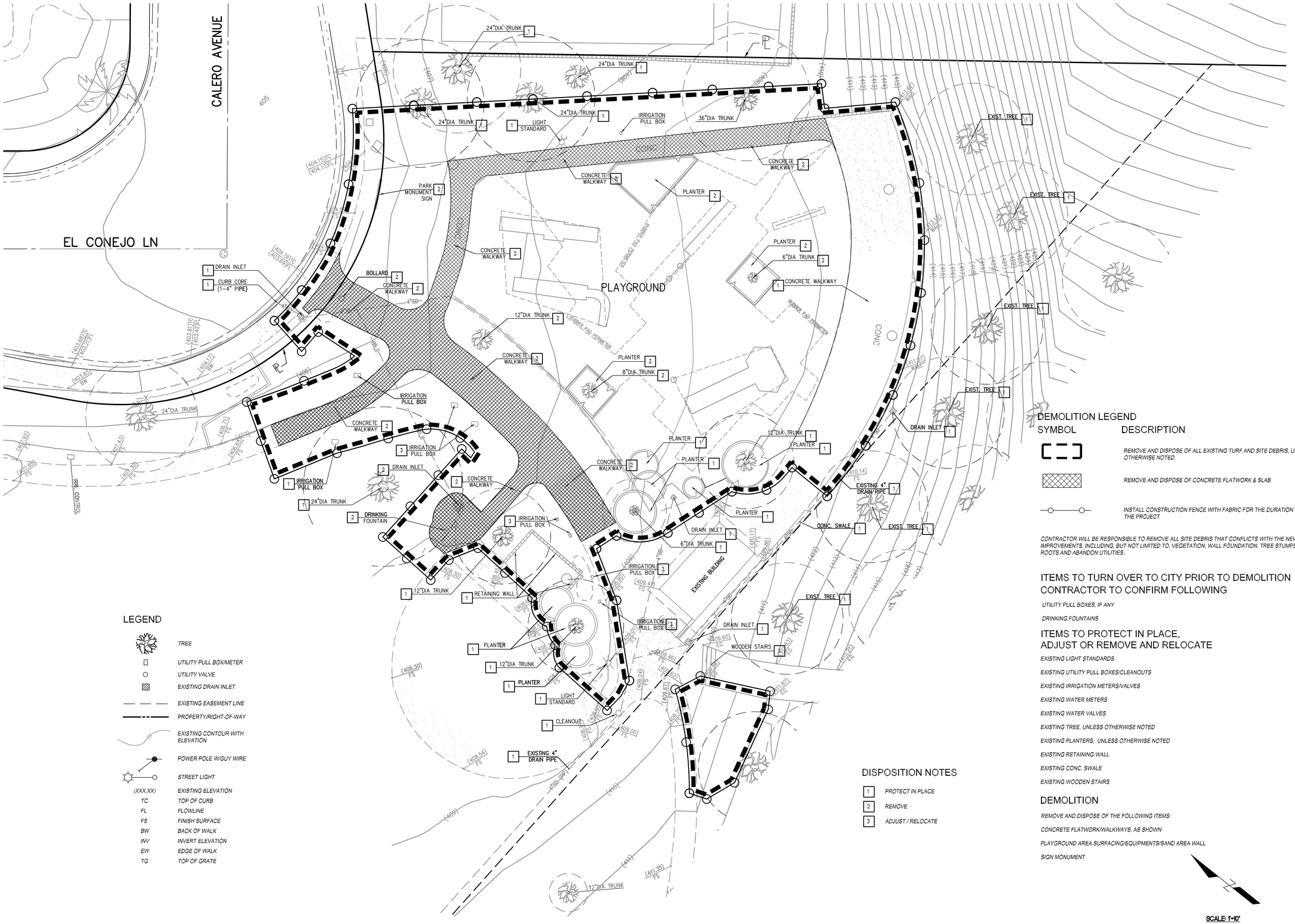
EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
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Scale	NONE

Sheet Title
TITLE SHEET

Sheet No
L-100



LEGEND

- TREE
- UTILITY PULL BOX/METER
- UTILITY VALVE
- EXISTING DRAIN INLET
- EXISTING EASEMENT LINE
- PROPERTY/RIGHT-OF-WAY
- EXISTING CONTOUR WITH ELEVATION
- POWER POLE W/GUY WIRE
- STREET LIGHT

(XXX.XX)	EXISTING ELEVATION
TC	TOP OF CURB
FL	FLOWLINE
FS	FINISH SURFACE
BW	BACK OF WALK
INV	INVERT ELEVATION
EW	EDGE OF WALK
TG	TOP OF GRATE

DISPOSITION NOTES

1. PROTECT IN PLACE
2. REMOVE
3. ADJUST / RELOCATE

DEMOLITION LEGEND

SYMBOL	DESCRIPTION
	REMOVE AND DISPOSE OF ALL EXISTING TURF AND SITE DEBRIS, UNLESS OTHERWISE NOTED.
	REMOVE AND DISPOSE OF CONCRETE FLATWORK & SLAB
	INSTALL CONSTRUCTION FENCE WITH FABRIC FOR THE DURATION OF THE PROJECT

CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ALL SITE DEBRIS THAT CONFLICTS WITH THE NEW IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, VEGETATION, WALL FOUNDATION, TREE STUMPS AND ROOTS AND ABANDON UTILITIES.

ITEMS TO TURN OVER TO CITY PRIOR TO DEMOLITION CONTRACTOR TO CONFIRM FOLLOWING

UTILITY PULL BOXES, IF ANY

DRINKING FOUNTAINS

ITEMS TO PROTECT IN PLACE, ADJUST OR REMOVE AND RELOCATE

EXISTING LIGHT STANDARDS

EXISTING UTILITY PULL BOXES/CLEANOUTS

EXISTING IRRIGATION METERS/VALVES

EXISTING WATER METERS

EXISTING WATER VALVES

EXISTING TREE, UNLESS OTHERWISE NOTED

EXISTING PLANTERS, UNLESS OTHERWISE NOTED

EXISTING RETAINING WALL

EXISTING CONC. SWALE

EXISTING WOODEN STAIRS

DEMOLITION

REMOVE AND DISPOSE OF THE FOLLOWING ITEMS:

CONCRETE FLATWORK/WALKWAYS, AS SHOWN

PLAYGROUND AREA SURFACING/EQUIPMENTS/SAND AREA WALL

SIGN MONUMENT

SCALE: 1"=10'

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UNDER THE SUPERVISION OF
02/24/26
SURENDER M. DEWAN RCE 34559 EXP. 9/30/27

REGISTERED PROFESSIONAL ENGINEER SURENDER M. DEWAN NO. 34559 Exp. 9/30/27 CIVIL STATE OF CALIFORNIA

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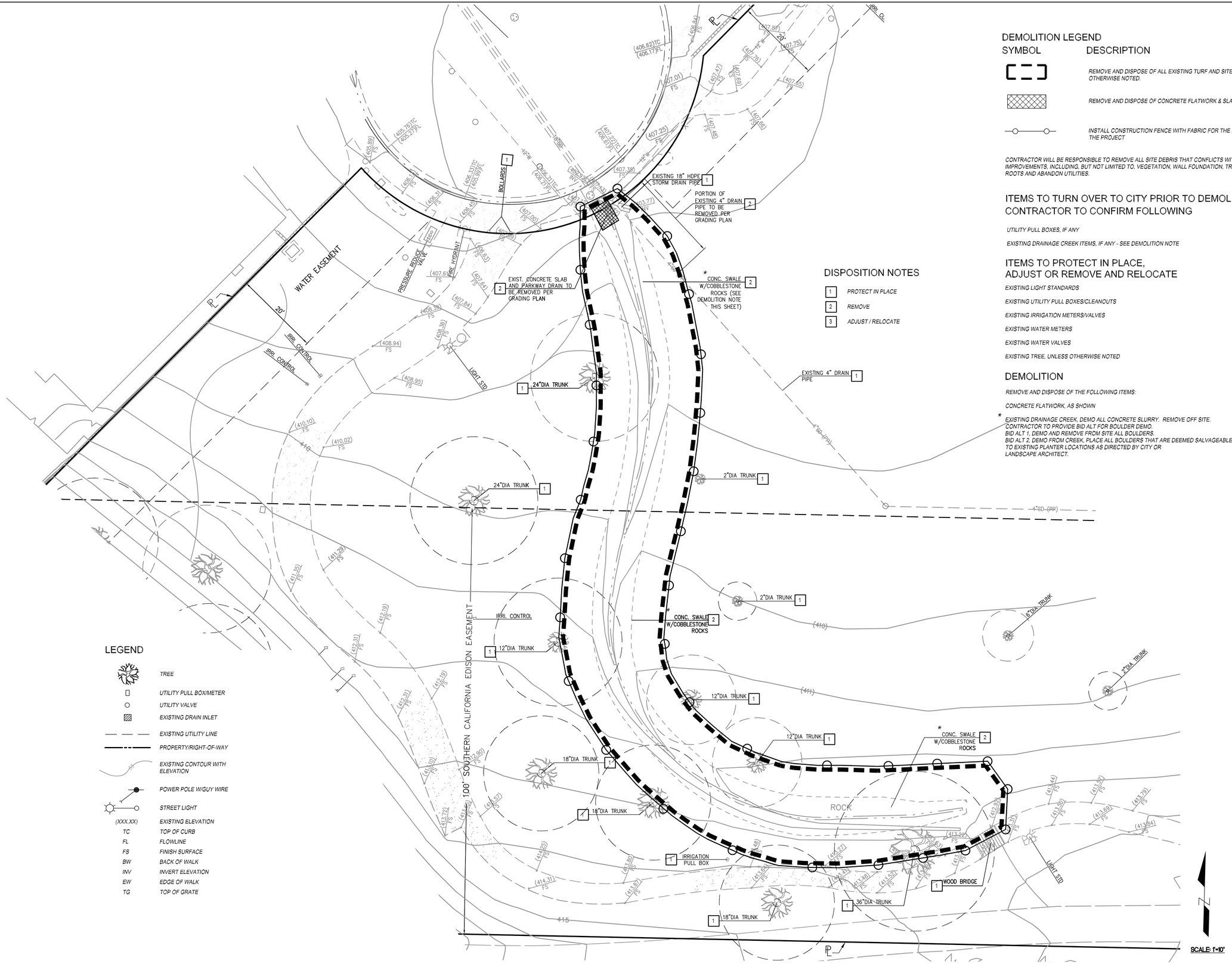
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LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

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Sheet Title
DEMOLITION PLAN

Sheet No
D-1



DEMOLITION LEGEND

SYMBOL	DESCRIPTION
	REMOVE AND DISPOSE OF ALL EXISTING TURF AND SITE DEBRIS, UNLESS OTHERWISE NOTED.
	REMOVE AND DISPOSE OF CONCRETE FLATWORK & SLAB
	INSTALL CONSTRUCTION FENCE WITH FABRIC FOR THE DURATION OF THE PROJECT

CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ALL SITE DEBRIS THAT CONFLICTS WITH THE NEW IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, VEGETATION, WALL FOUNDATION, TREE STUMPS AND ROOTS AND ABANDON UTILITIES.

ITEMS TO TURN OVER TO CITY PRIOR TO DEMOLITION CONTRACTOR TO CONFIRM FOLLOWING

UTILITY PULL BOXES, IF ANY

EXISTING DRAINAGE CREEK ITEMS, IF ANY - SEE DEMOLITION NOTE

ITEMS TO PROTECT IN PLACE, ADJUST OR REMOVE AND RELOCATE

EXISTING LIGHT STANDARDS

EXISTING UTILITY PULL BOXES/CLEANOUTS

EXISTING IRRIGATION METERS/VALVES

EXISTING WATER METERS

EXISTING WATER VALVES

EXISTING TREE, UNLESS OTHERWISE NOTED

DEMOLITION

REMOVE AND DISPOSE OF THE FOLLOWING ITEMS:

CONCRETE FLATWORK, AS SHOWN

* *EXISTING DRAINAGE CREEK, DEMO ALL CONCRETE SLURRY. REMOVE OFF SITE. CONTRACTOR TO PROVIDE BID ALT FOR BOULDER DEMO. BID ALT 1, DEMO AND REMOVE FROM SITE ALL BOULDERS. BID ALT 2, DEMO FROM CREEK, PLACE ALL BOULDERS THAT ARE DEEMED SALVAGEABLE TO EXISTING PLANTER LOCATIONS AS DIRECTED BY CITY OR LANDSCAPE ARCHITECT.*

DISPOSITION NOTES

1	*PROTECT IN PLACE*
2	*REMOVE*
3	*ADJUST / RELOCATE*

LEGEND

	TREE
	UTILITY PULL BOX/METER
	UTILITY VALVE
	EXISTING DRAIN INLET
	EXISTING UTILITY LINE
	PROPERTY/RIGHT-OF-WAY
	EXISTING CONTOUR WITH ELEVATION
	POWER POLE W/GUY WIRE
	STREET LIGHT
(XXX.XX)	*EXISTING ELEVATION*
TC	*TOP OF CURB*
FL	*FLOWLINE*
FS	*FINISH SURFACE*
BW	*BACK OF WALK*
INV	*INVERT ELEVATION*
EW	*EDGE OF WALK*
TG	*TOP OF GRATE*

Landscape Architect

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Consultant

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REGISTERED PROFESSIONAL ENGINEER
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No. 34559
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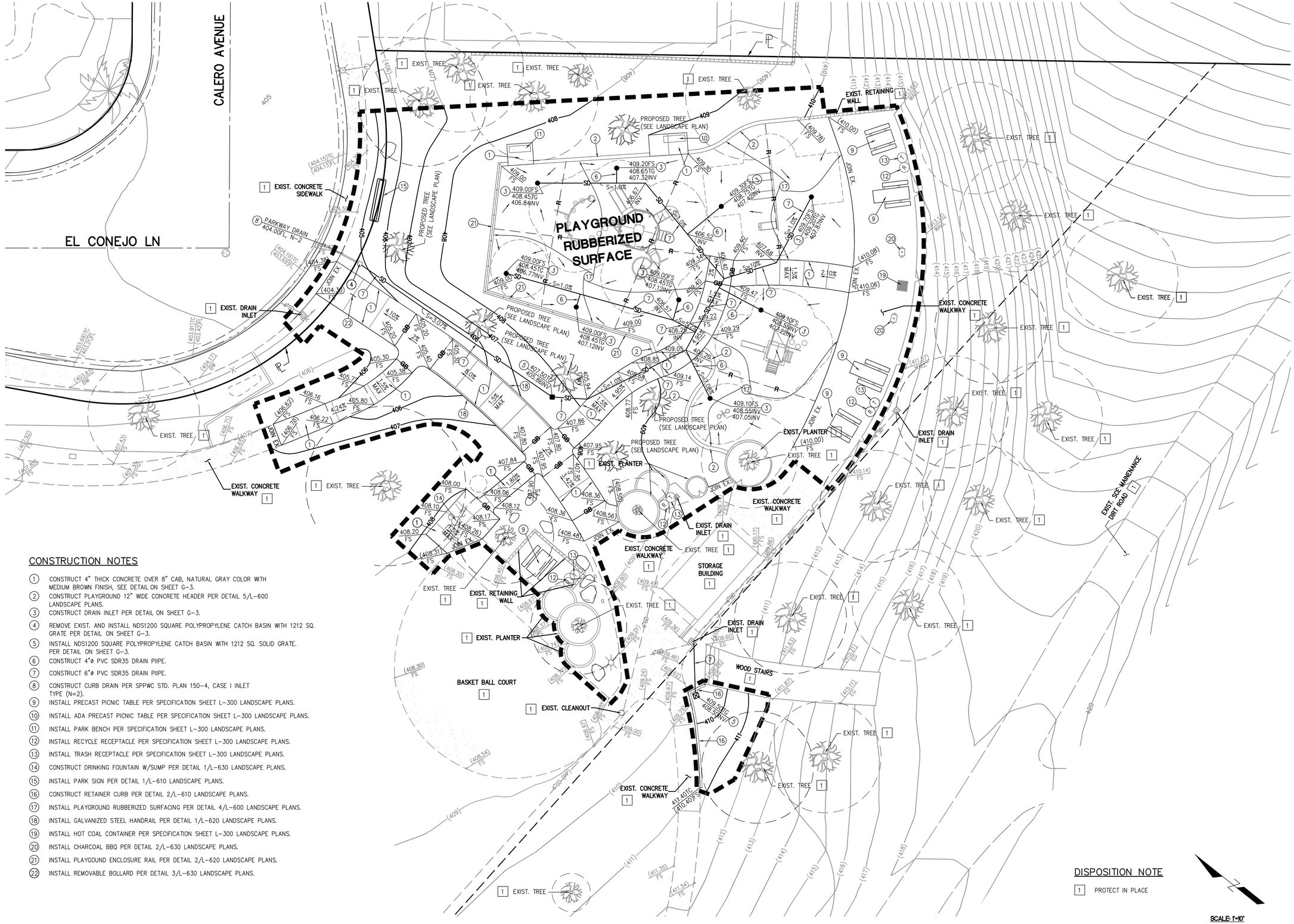
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LAGUNA HILLS, CA 92653

Client
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24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019E
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Checked	
Date	04/14/26
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Sheet Title
DEMOLITION PLAN

Sheet No
D-2



CONSTRUCTION NOTES

1. CONSTRUCT 4" THICK CONCRETE OVER 8" CAB, NATURAL GRAY COLOR WITH MEDIUM BROWN FINISH, SEE DETAIL ON SHEET G-3.
2. CONSTRUCT PLAYGROUND 12" WIDE CONCRETE HEADER PER DETAIL 5/L-600 LANDSCAPE PLANS.
3. CONSTRUCT DRAIN INLET PER DETAIL ON SHEET G-3.
4. REMOVE EXIST. AND INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. GRATE PER DETAIL ON SHEET G-3.
5. INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. SOLID GRATE. PER DETAIL ON SHEET G-3.
6. CONSTRUCT 4"ø PVC SDR35 DRAIN PIIPE.
7. CONSTRUCT 6"ø PVC SDR35 DRAIN PIIPE.
8. CONSTRUCT CURB DRAIN PER SPPWC STD. PLAN 150-4, CASE I INLET TYPE (N=2).
9. INSTALL PRECAST PICNIC TABLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
10. INSTALL ADA PRECAST PICNIC TABLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
11. INSTALL PARK BENCH PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
12. INSTALL RECYCLE RECEPTACLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
13. INSTALL TRASH RECEPTACLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
14. CONSTRUCT DRINKING FOUNTAIN W/SUMP PER DETAIL 1/L-630 LANDSCAPE PLANS.
15. INSTALL PARK SIGN PER DETAIL 1/L-610 LANDSCAPE PLANS.
16. CONSTRUCT RETAINER CURB PER DETAIL 2/L-610 LANDSCAPE PLANS.
17. INSTALL PLAYGROUND RUBBERIZED SURFACING PER DETAIL 4/L-600 LANDSCAPE PLANS.
18. INSTALL GALVANIZED STEEL HANDRAIL PER DETAIL 1/L-620 LANDSCAPE PLANS.
19. INSTALL HOT COAL CONTAINER PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
20. INSTALL CHARCOAL BBQ PER DETAIL 2/L-630 LANDSCAPE PLANS.
21. INSTALL PLAYGOUND ENCLOSURE RAIL PER DETAIL 2/L-620 LANDSCAPE PLANS.
22. INSTALL REMOVABLE BOLLARD PER DETAIL 3/L-630 LANDSCAPE PLANS.

DISPOSITION NOTE

1. PROTECT IN PLACE

SCALE: 1"=10'

Landscape Architect

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UNDER THE SUPERVISION OF
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RCE 34559 EXP. 9/30/27

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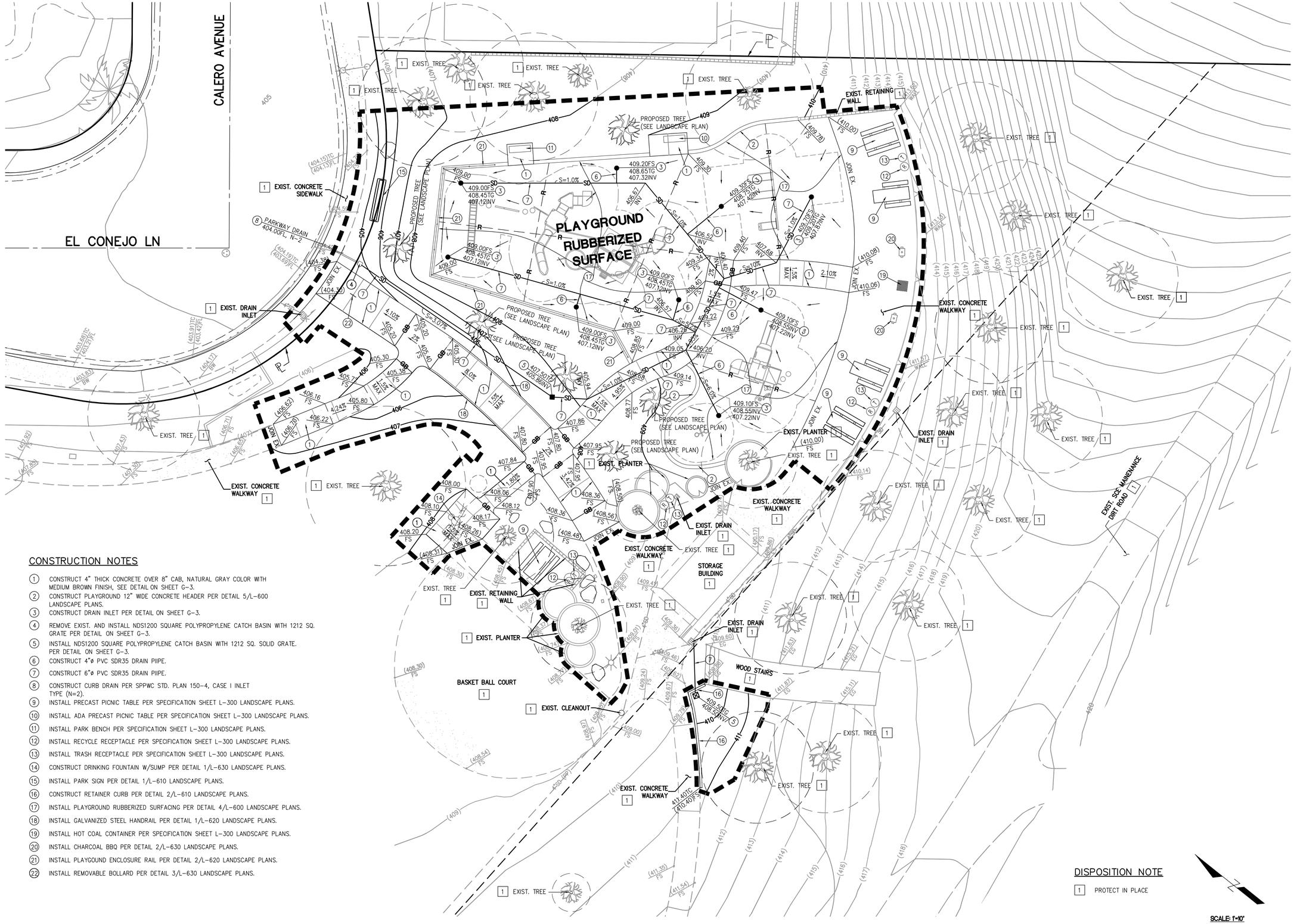
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24035 EL TORO ROAD
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Sheet Title
GRADING PLAN

Sheet No
G-1A_BASE BID


CALERO AVENUE
EL CONEJO LN
PLAYGROUND RUBBERIZED SURFACE
PROPOSED TREE (SEE LANDSCAPE PLAN)
EXIST. TREE
EXIST. CONCRETE SIDEWALK
PARKWAY DRAIN 404.08FL, N-2
EXIST. DRAIN INLET
EXIST. CONCRETE WALKWAY
EXIST. RETAINING WALL
EXIST. PLANTER
EXIST. DRAIN INLET
EXIST. CONCRETE WALKWAY
EXIST. PLANTER
EXIST. DRAIN INLET
EXIST. CONCRETE WALKWAY
EXIST. CONCRETE WALKWAY
STORAGE BUILDING
EXIST. RETAINING WALL
EXIST. PLANTER
EXIST. DRAIN INLET
WOOD STAIRS
BASKET BALL COURT
EXIST. CLEANOUT
EXIST. CONCRETE WALKWAY
EXIST. SCE MAINTENANCE DIRT ROAD
409.20FS 408.65TG 407.32INV
409.00FS 408.45TG 407.12INV
409.30FS 408.75TG 407.42INV
409.10FS 408.55INV 407.22INV
409.54FS 408.89TG 407.81INV
407.50FS 405.90INV
JOIN EX.
S=1.0%
S=3.07%
S=5.07%
4.10%
4.24%
4.95%
2.10%
1.5% MAX
2%
8.0%
1.80%
3.42%
409.30 FS
409.40 FS
409.47 FS
409.22 FS
409.29 FS
409.05 FS
409.14 FS
409.34 FS
409.00 FS
409.78 FS
410.00 FS
410.06 FS
410.14 FS
411.67 WAC
413.00 WAC
406.52 INV
406.40 INV
406.57 INV
406.28 INV
406.20 INV
405.94 INV
407.68 INV
408.67 INV
408.85 FS
408.77 FS
407.86 FS
407.80 FS
407.95 FS
407.84 FS
407.90 FS
408.00 FS
408.06 FS
408.12 FS
408.17 FS
408.10 FS
408.20 FS
408.26 FS
408.31 FS
408.30 FS
408.36 FS
408.48 FS
408.56 FS
408.68 FS
409.01 FS
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409.67 FS
409.19 FS
409.00 FS
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409.36 FS
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409.60 EG
409.61 FS
409.62 FS
409.50 FS
409.24 FS
409.67 FS
409.19 FS
409.00 FS
409.54FS 408.89INV
410.40TC 410.40FL
417.40TC 410.40FL
(404.15)TC (404.15)FL
(404.19)TC (403.69)FL
(403.69)TC (403.42)FL
(404.12) BW
(403.82) BW
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(408.20) FS
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(407.66) FS
(407.48) FS
(407.30) FS

CONSTRUCTION NOTES

(6) CONSTRUCT 4"ø PVC SDR35 DRAIN PIIPE.

(23) INSTALL COBBLESTONE RIVER WASHED GRANITE PER DETAIL ON SHEET G-3.

(24) CONSTRUCT 6" THICK CONCRETE PAD PER DETAIL ON SHEET G-3.

(25) CONSTRUCT 24"x24" BROOKS DRAIN BOX WITH #2424 GRATE.

(26) INSTALL 18" DIA. HDPE STORM DRAIN (N-12) MANUFACTURED BY ADS INCLUDING EXCAVATION, AND BACKFILL, TRENCH AND BEDDING PER O.C.E.M.A STD PLAN 1319.

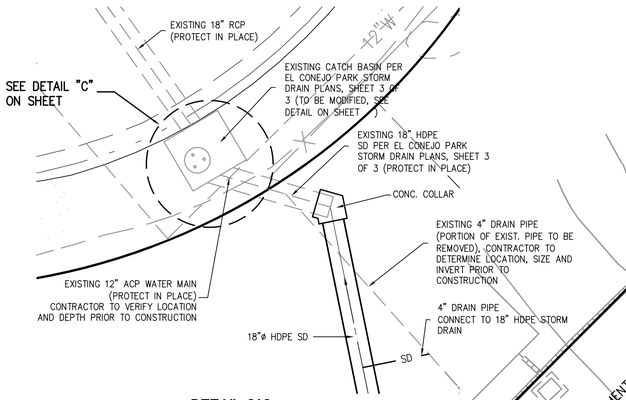
(27) CONNECT PROPOSED 18" STORM DRAIN TO EXISTING 18" HDPE STUB WITH CONCRETE COLLAR PER O.C.E.M.A. STD PLAN 1317.

(28) MODIFY EXISTING CATCH BASIN PER DETAIL ON SHEET G-3.

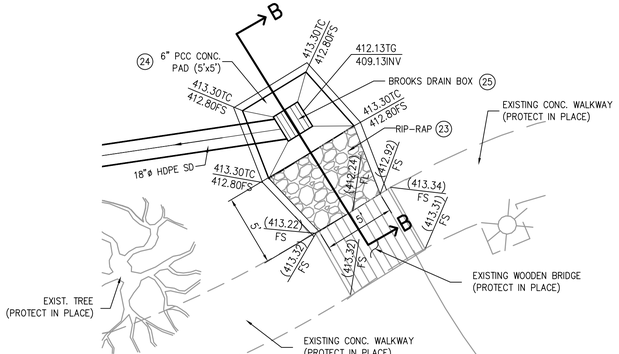
(29) CONNECT 4" DRAIN PIPE TO PROPOSED 18" HDPE STORM DRAIN. (CONTRACTOR TO DETERMINE LOCATION, SIZE AND INVERT PRIOR TO CONSTRUCTION).

DISPOSITION NOTE

[1] PROTECT IN PLACE



DETAIL "A"
NTS



DETAIL "B"
NTS

SEE DETAIL "A" THIS SHEET

SEE DETAIL "B" THIS SHEET

EXIST. CONCRETE WALKWAY [1]

EXIST. TREE [1]

EXIST. 4" DRAIN PIPE [1]

EXIST. CLEANOUT [1]

EXIST. WOODEN BRIDGE [1]

EXIST. SCE MAINENANCE DIRT ROAD [1]

100' SOUTHERN CALIFORNIA EDISON EASEMENT

WATER EASEMENT

SCALE: 1"=10'

Landscape Architect

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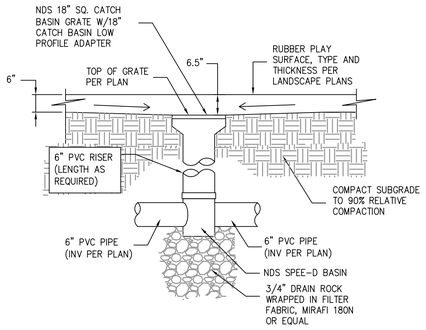
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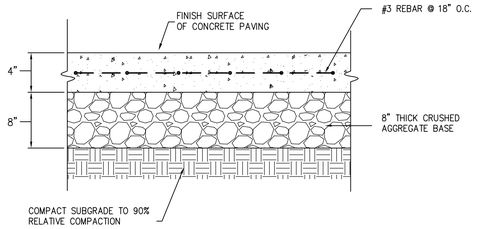
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GRADING PLAN

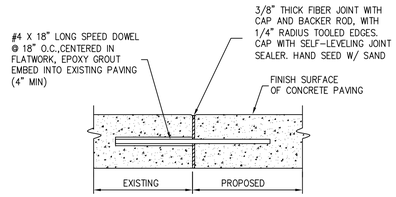
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G-2



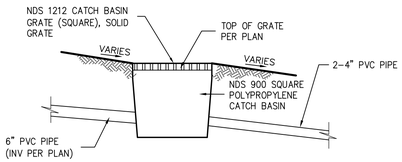
3 DRAIN INLET DETAIL
AT PLAYGROUND AREA ONLY
NTS



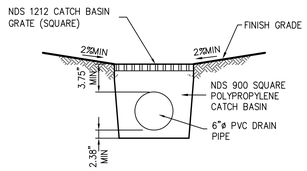
1 CONCRETE PAVEMENT DETAIL
NTS



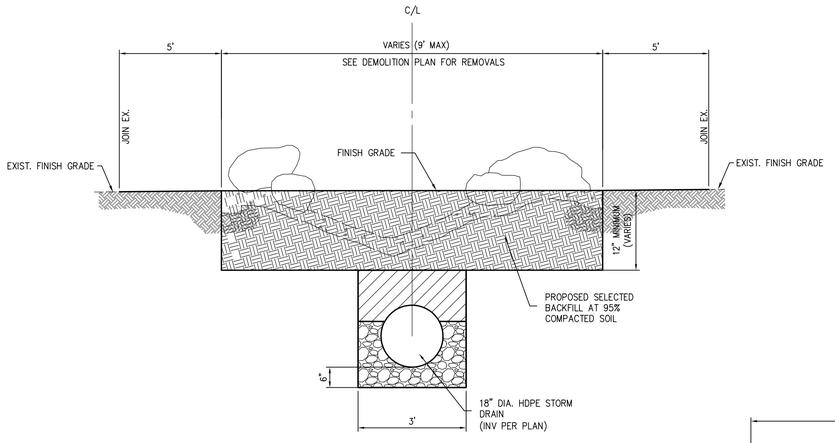
EXISTING PAVEMENT JOIN DETAIL
NTS



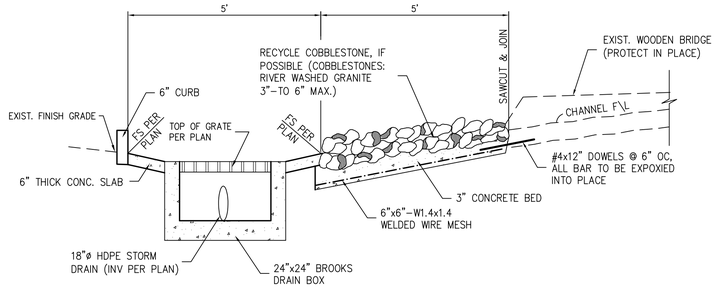
4 DRAIN INLET DETAIL
NTS



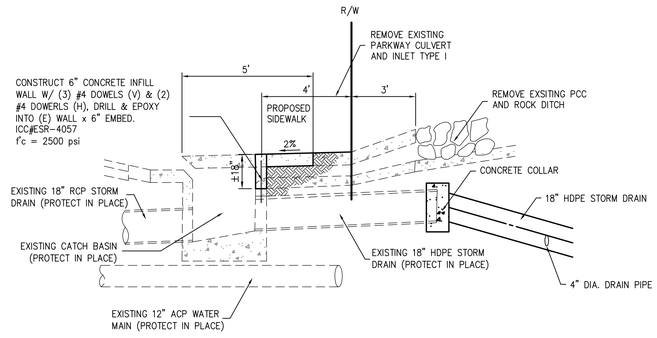
5 DRAIN INLET DETAIL
IN LANDSCAPE AREAS
NTS



SECTION A-A
NTS
SEE DEMOLITION PLAN FOR REMOVALS



SECTION B-B
NTS



MODIFIED CATCH BASIN DETAIL
NTS

CONSTRUCTION NOTES

1. CONSTRUCT 4" THICK CONCRETE OVER 8" CAB, NATURAL GRAY COLOR WITH MEDIUM BROWN FINISH, SEE DETAIL THIS SHEET.
2. CONSTRUCT PLAYGROUND 12" WIDE CONCRETE HEADER PER DETAIL 5/L-600 LANDSCAPE PLANS.
3. CONSTRUCT DRAIN INLET PER DETAIL THIS SHEET.
4. REMOVE EXIST. AND INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. GRATE PER DETAIL THIS SHEET.
5. INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. SOLID GRATE. PER DETAIL THIS SHEET.
6. CONSTRUCT 4"ø PVC SDR35 DRAIN PIIPE.
7. CONSTRUCT 6"ø PVC SDR35 DRAIN PIIPE.
8. CONSTRUCT CURB DRAIN PER SPPWC STD. PLAN 150-4, CASE I INLET TYPE (N=2).
9. INSTALL PRECAST PICNIC TABLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
10. INSTALL ADA PRECAST PICNIC TABLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
11. INSTALL PARK BENCH PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
12. INSTALL RECYCLE RECEPTACLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
13. INSTALL TRASH RECEPTACLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
14. CONSTRUCT DRINKING FOUNTAIN W/SUMP PER DETAIL 1/L-630 LANDSCAPE PLANS.
15. INSTALL PARK SIGN PER DETAIL 1/L-610 LANDSCAPE PLANS.
16. CONSTRUCT RETAINER CURB PER DETAIL 2/L-610 LANDSCAPE PLANS.
17. INSTALL PLAYGROUND RUBBERIZED SURFACING PER DETAIL 4/L-600 LANDSCAPE PLANS.
18. INSTALL GALVANIZED STEEL HANDRAIL PER DETAIL 1/L-620 LANDSCAPE PLANS.
19. INSTALL HOT COAL CONTAINER PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
20. INSTALL CHARCOAL BBQ PER DETAIL 2/L-630 LANDSCAPE PLANS.
21. INSTALL PLAYGOUND ENCLOSURE RAIL PER DETAIL 2/L-620 LANDSCAPE PLANS.
22. INSTALL REMOVABLE BOLLARD PER DETAIL 3/L-630 LANDSCAPE PLANS.
23. INSTALL COBBLESTONE RIVER WASHED GRANITE PER DETAIL THIS SHEET.
24. CONSTRUCT 6" THICK CONCRETE PAD PER DETAIL THIS SHEET.
25. CONSTRUCT 24"x24" BROOKS DRAIN BOX WITH #2424 GRATE.
26. INSTALL 18" DIA. HDPE STORM DRAIN (N-12) MANUFACTURED BY ADS INCLUDING EXCAVATION, AND BACKFILL, TRENCH AND BEDDING PER O.C.E.M.A STD PLAN 1319.
27. CONNECT PROPOSED 18" STORM DRAIN TO EXISTING 18" HDPE STUB WITH CONCRETE COLLAR PER O.C.E.M.A. STD PLAN 1317.
28. MODIFY EXISTING CATCH BASIN PER DETAIL THIS SHEET.
29. CONNECT 4" DRAIN PIPE TO PROPOSED 18" HDPE STORM DRAIN. (CONTRACTOR TO DETERMINE LOCATION, SIZE AND INVERT PRIOR TO CONSTRUCTION).

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UNDER THE SUPERVISION OF
02/24/26
SURENDER M. DEWAN RCE 34559 EXP. 9/30/27

REGISTERED PROFESSIONAL ENGINEER SURENDER M. DEWAN NO. 34559 Exp.9/30/27 CIVIL STATE OF CALIFORNIA

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Revisions

No	Date	Description
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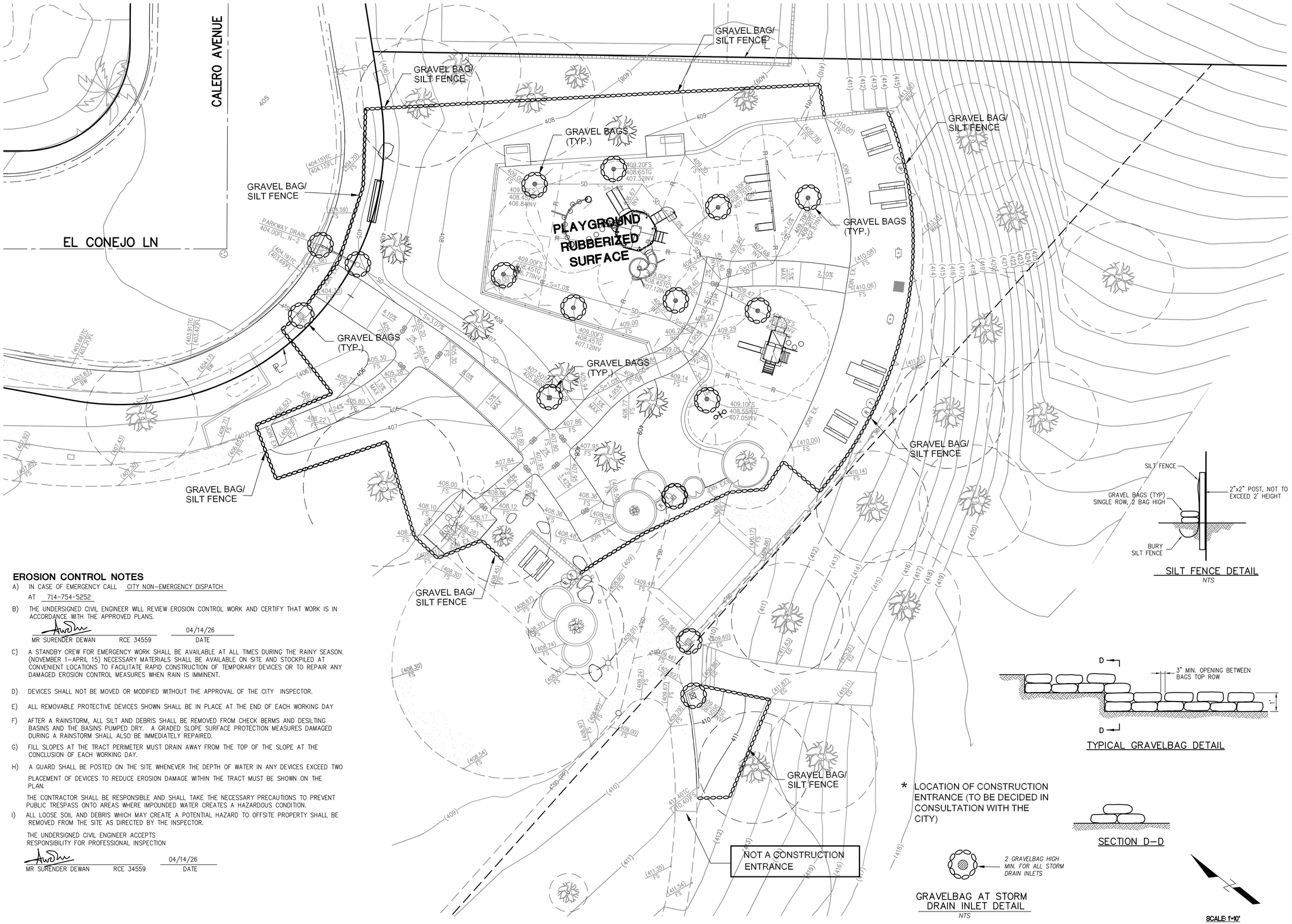
ELCONEJO PARK
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Client
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24035 EL TORO ROAD
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Project No	24-019E
Drawn	
Checked	
Date	04/14/26
Scale	

Sheet Title
GRADING PLAN

Sheet No
G-3



EROSION CONTROL NOTES

A) IN CASE OF EMERGENCY CALL CITY NON-EMERGENCY DISPATCH
AT 714-754-5252

B) THE UNDERSIGNED CIVIL ENGINEER WILL REVIEW EROSION CONTROL WORK AND CERTIFY THAT WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.

MR SURENDER DEWAN RCE 34559 — 04/14/26 DATE

C) A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. (NOVEMBER 1–APRIL 15) NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT.

D) DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.

E) ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY

F) AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING BASINS AND THE BASINS PUMPED DRY. A GRADED SLOPE SURFACE PROTECTION MEASURES DAMAGED DURING A RAINSTORM SHALL ALSO BE IMMEDIATELY REPAIRED.

G) FILL SLOPES AT THE TRACT PERIMETER MUST DRAIN AWAY FROM THE TOP OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.

H) A GUARD SHALL BE POSTED ON THE SITE WHENEVER THE DEPTH OF WATER IN ANY DEVICES EXCEED TWO

PLACEMENT OF DEVICES TO REDUCE EROSION DAMAGE WITHIN THE TRACT MUST BE SHOWN ON THE PLAN.

THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE THE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.

I) ALL LOOSE SOIL AND DEBRIS WHICH MAY CREATE A POTENTIAL HAZARD TO OFFSITE PROPERTY SHALL BE REMOVED FROM THE SITE AS DIRECTED BY THE INSPECTOR.

THE UNDERSIGNED CIVIL ENGINEER ACCEPTS RESPONSIBILITY FOR PROFESSIONAL INSPECTION

MR SURENDER DEWAN RCE 34559 — 04/14/26 DATE

SILT FENCE DETAIL
NTS

TYPICAL GRAVELBAG DETAIL

* LOCATION OF CONSTRUCTION ENTRANCE (TO BE DECIDED IN CONSULTATION WITH THE CITY)

SECTION D–D

GRAVELBAG AT STORM DRAIN INLET DETAIL
NTS

SCALE: 1"=10'

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REGISTERED PROFESSIONAL ENGINEER
SURENDER M. DEWAN
No. 34559
Exp. 9/30/27
CIVIL
STATE OF CALIFORNIA

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Revisions

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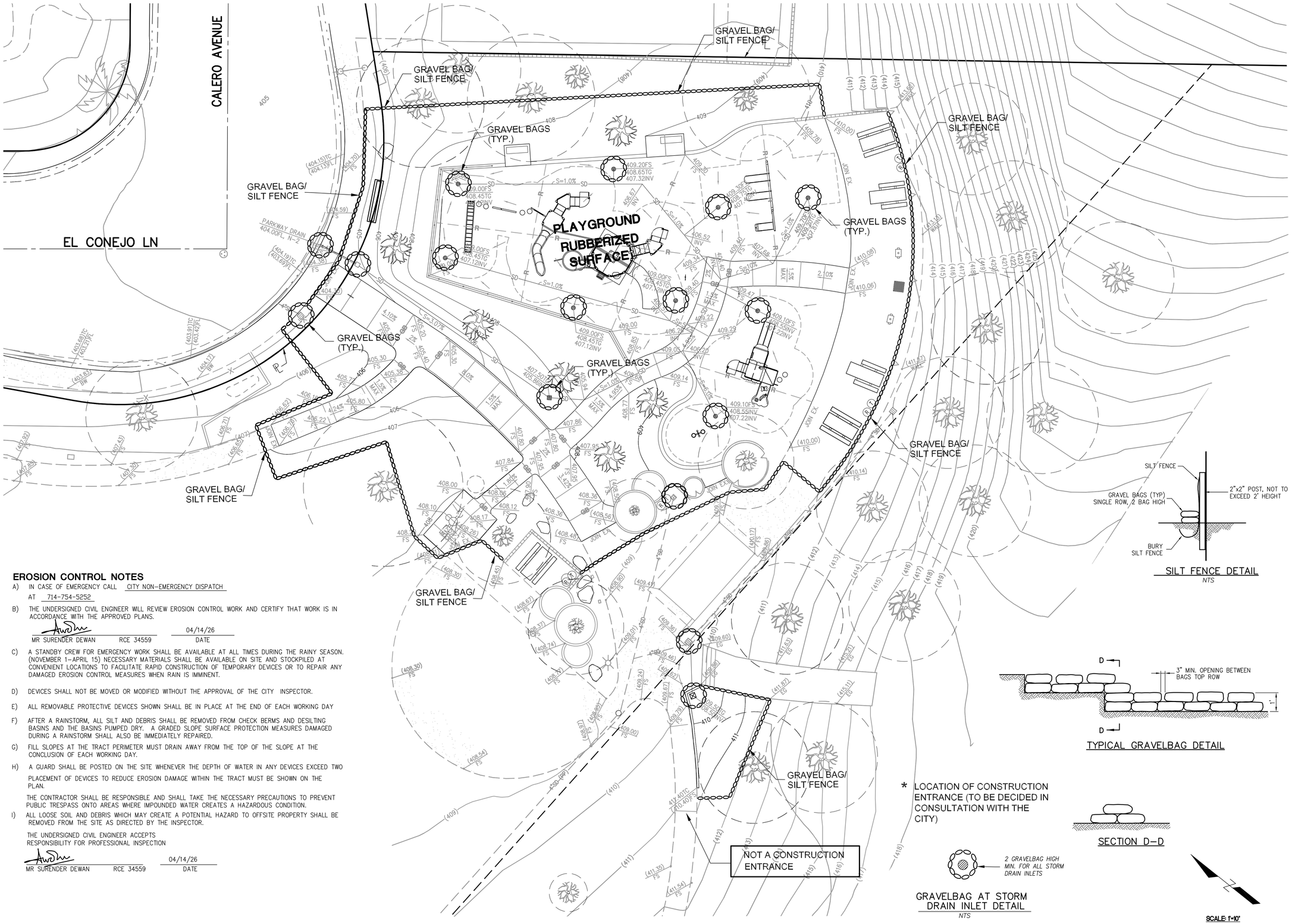
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Project No	24-019E
Drawn	
Checked	
Date	04/14/26
Scale	

Sheet Title
EROSION CONTROL PLAN

Sheet No
EC-1A_BASE BID



EROSION CONTROL NOTES

A) IN CASE OF EMERGENCY CALL CITY NON-EMERGENCY DISPATCH
AT 714-754-5252

B) THE UNDERSIGNED CIVIL ENGINEER WILL REVIEW EROSION CONTROL WORK AND CERTIFY THAT WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.

MR SURENDER DEWAN RCE 34559 — 04/14/26 DATE

C) A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. (NOVEMBER 1–APRIL 15) NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT.

D) DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.

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PLACEMENT OF DEVICES TO REDUCE EROSION DAMAGE WITHIN THE TRACT MUST BE SHOWN ON THE PLAN.

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I) ALL LOOSE SOIL AND DEBRIS WHICH MAY CREATE A POTENTIAL HAZARD TO OFFSITE PROPERTY SHALL BE REMOVED FROM THE SITE AS DIRECTED BY THE INSPECTOR.

THE UNDERSIGNED CIVIL ENGINEER ACCEPTS RESPONSIBILITY FOR PROFESSIONAL INSPECTION

MR SURENDER DEWAN RCE 34559 — 04/14/26 DATE

* LOCATION OF CONSTRUCTION ENTRANCE (TO BE DECIDED IN CONSULTATION WITH THE CITY)

SILT FENCE DETAIL
NTS

TYPICAL GRAVELBAG DETAIL

SECTION D–D

GRAVELBAG AT STORM DRAIN INLET DETAIL
NTS

SCALE: 1"=10'

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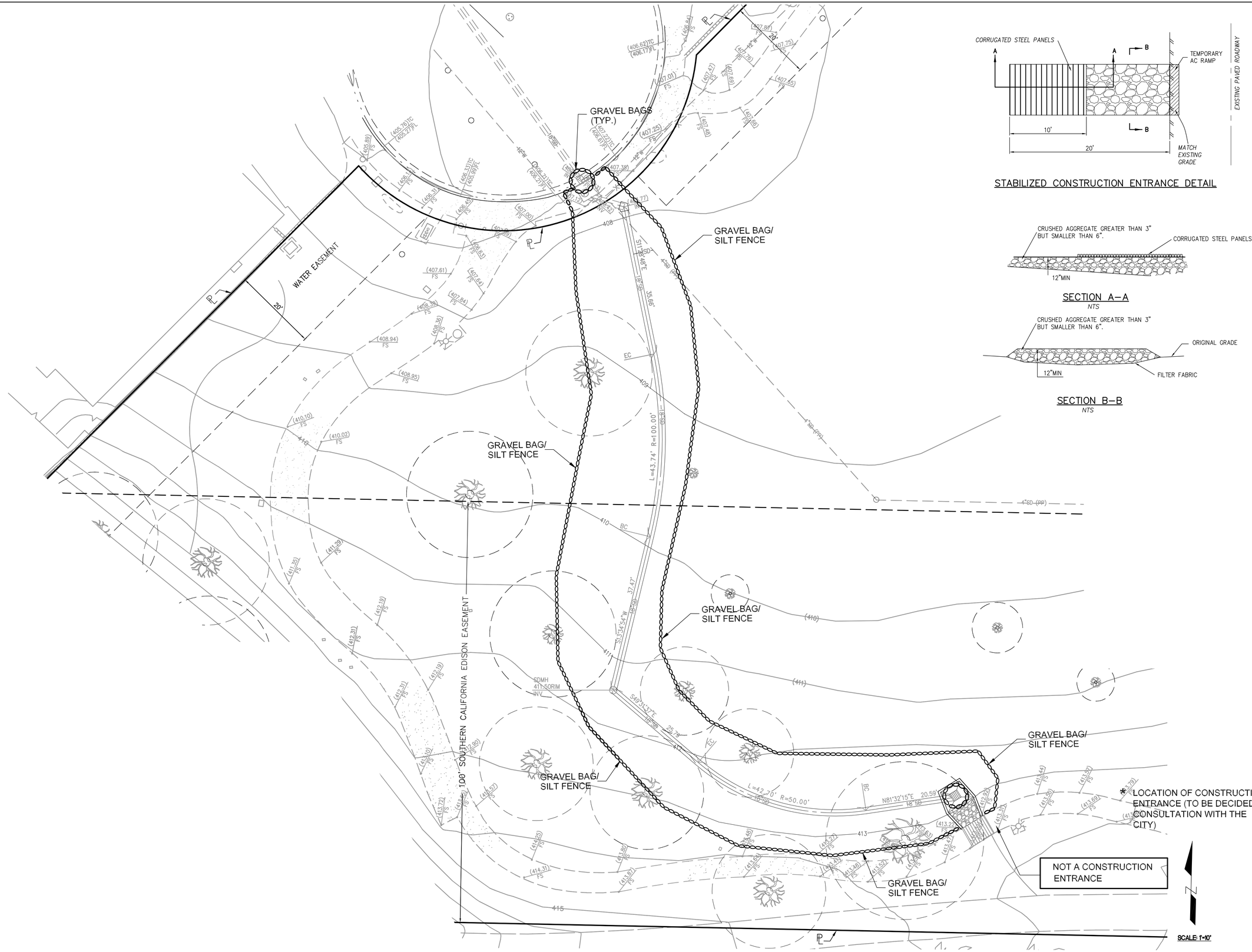
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Project No	24-019E
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Sheet Title
EROSION CONTROL PLAN

Sheet No
EC-1B_ADDITIVE BID



STABILIZED CONSTRUCTION ENTRANCE DETAIL

SECTION A–A
NTS

SECTION B–B
NTS

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Client
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24035 EL TORO ROAD
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Project No	24-019E
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Date	04/14/26
Scale	

Sheet Title
EROSION CONTROL PLAN

Sheet No
EC-2



ACCESSIBLE ROUTE OF TRAVEL

- WALKWAYS TO BE A MINIMUM 48" WIDE.
- WALKWAYS AND RAMPS SHALL NOT EXCEED 2% CROSS SLOPE.
- RAMPS WITHOUT HANDRAIL SHALL NOT EXCEED 5% SLOPE IN THE DIRECTION OF TRAVEL.
- RAILING SHALL BE PROVIDED FOR ALL RAMPS GREATER THAN 5%.
- 8.333% MAXIMUM GRADE ON RAMPS WITH RAILS.
- LANDING AT THE TOP OF RAMPS SHALL BE A MINIMUM OF 60" X 60" WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- INTERMEDIATE LANDINGS SHALL BE PROVIDED ON RAMPS AND SHALL BE A MINIMUM OF 60" IN LENGTH WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- LANDINGS SHALL BE PROVIDED AT THE BOTTOM OF RAMPS AND SHALL BE 72" IN LENGTH WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- RAMPS WITH TURNING PLATFORMS SHALL HAVE LANDINGS 72" IN LENGTH WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- CURB RAMPS SHALL HAVE A MINIMUM 4' LANDING AS WIDE AS THE RAMP AND WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- ALL DRINKING FOUNTAINS SHALL BE ACCESSIBLE AND LOCATED OUT OF THE PATH OF TRAVEL.
- SYMBOL REPRESENTS A 3' X 4' CLEAR SPACE FOR ADA COMPANION SEATING.

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LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

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No	Date	Description

EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	1"=20'-0"

Sheet Title
ACCESSIBLITY PLAN

Sheet No
L-200

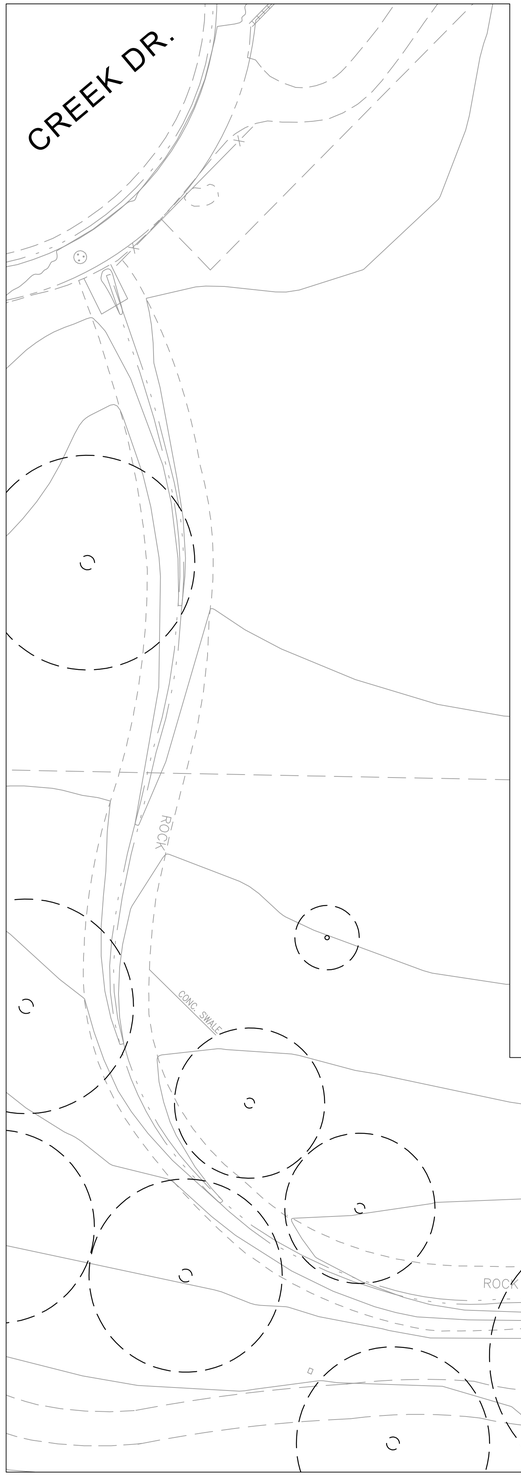
TREE PROTECTION NOTES

1. ALL TREES TO HAVE CONSTRUCTION FENCE THAT MAXIMIZES THE TREE PROTECTION ZONE AND TO THE DRIPLINE AS INDICATED ON PLAN. SEE DETAIL 1, THIS SHEET.
2. ANY TRENCHING WITHIN THAT TREE PROTECTION ZONE WILL BE DONE BY HAND OR BY JACKING AND BORING.
3. NO GRADING OTHER THAN FINE GRADING TO BE DONE WITHIN THE TREE PROTECTION ZONE.
4. NO EQUIPMENT IS TO BE OPERATED OR PARKED UNDER A TREE, NOR ARE ANY MATERIALS TO BE STORED WITHIN THE TREE PROTECTION ZONE AND WITHIN THE DRIPLINE OF A TREE.
5. IRRIGATION MAINLINE SHALL NOT BE INSTALLED WITHIN THE TREE PROTECTION ZONE AND WITHIN THE DRIPLINE OF A TREE.
6. CHEMICAL HERBICIDES SHALL NOT BE USED WITHIN 10 FT. OF TREE'S DRIPLINE.
7. DO NOT NAIL OR STAPLE MATERIALS OR SIGNS TO TREES.
8. AVOID ANY PONDING BY DRAINING LOW POINTS
9. FERTILIZE & WATER TO MINIMIZE SHOCK AS DIRECTED BY CITY ENGINEER AND CITY ARBORIST.
10. PROVIDE BERM AS NEEDED, NO CLOSER THAN DRIP LINE.
11. DURING CONSTRUCTION, TREES SHALL BE MONITORED TO MITIGATE SHOCK SYMPTOMS IF THEY OCCUR. NOTIFY THE CITY ENGINEER AND CITY ARBORIST.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL TREES ON SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING TREES AND WASHING DUST OFF FOLIAGE AS NEEDED.
13. FOR CITY ARBORIST, CONTACT CITY ENGINEER.
14. CONTRACTOR TO COORDINATE WITH CITY ARBORIST TO OBTAIN DIRECTION FOR CARE AND PROTECTION OF ALL HERITAGE TREES DURING CONSTRUCTION. THIS MAY INCLUDE RESTRICTIONS OF MACHINERY SIZE, WEIGHT NEAR TREE ROOT SYSTEMS AND PROVIDING A TEMPORARY IRRIGATION SYSTEM.
15. CONTRACTOR IS TO ALSO ENSURE ALL EXISTING IRRIGATION SYSTEMS OUTSIDE LIMIT OF WORK ARE TO REMAIN OPERATION TO PROTECT ALL LANDSCAPE AND EXISTING TREES WITHIN AND OUTSIDE THE LIMIT OF WORK.

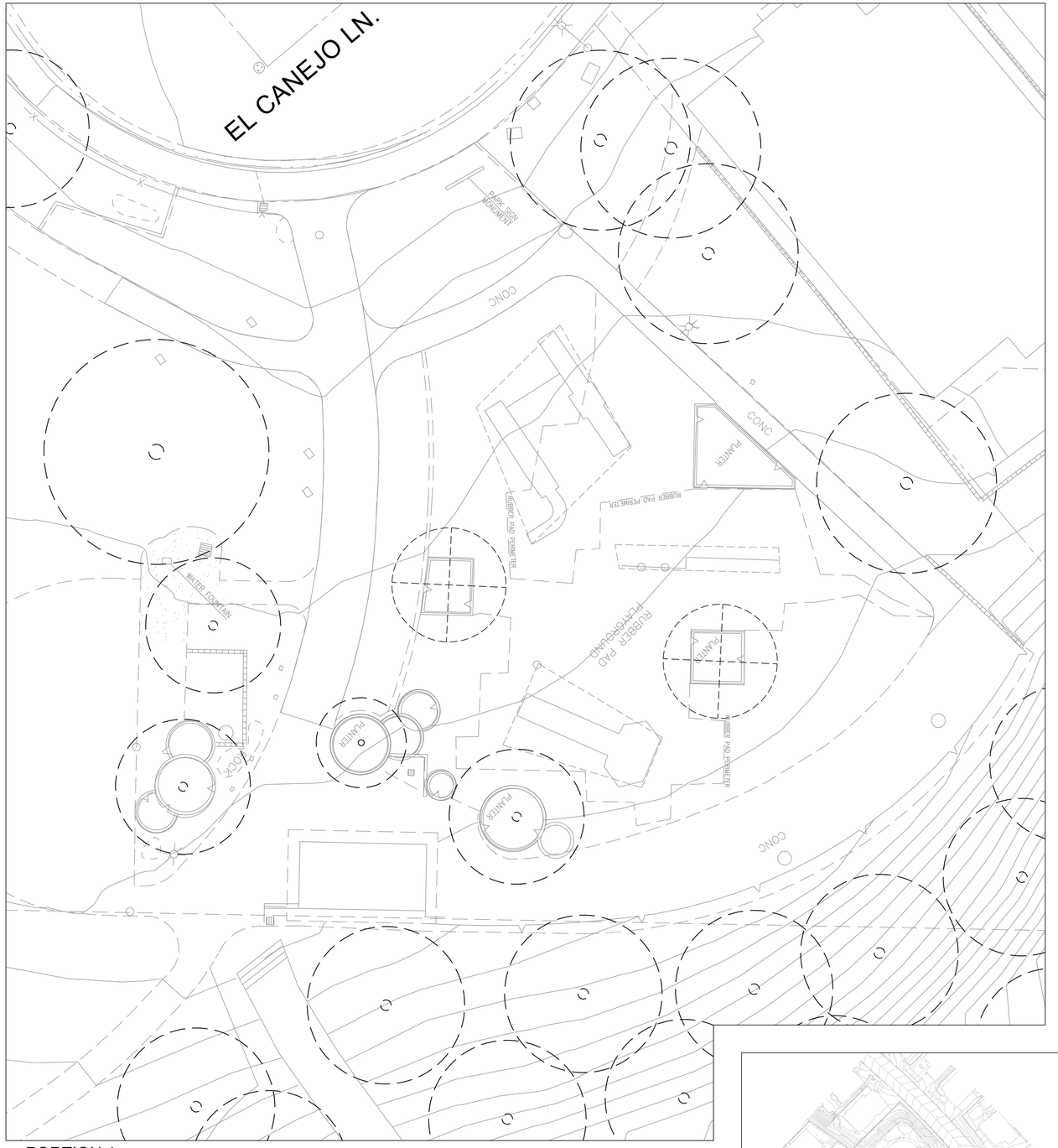
TREE DISPOSITION LEGEND

THE CONTRACTOR WILL BE RESPONSIBLE TO PROTECT THE IDENTIFIED TREES AND TO PROVIDE THE NECESSARY TREE CARE & MAINTENANCE, INCLUDING WATER, DURING CONSTRUCTION. ROOT PRUNING WILL NOT BE PERMITTED UNLESS APPROVED BY THE CITY AND THE ACTION IS TAKEN ONLY WHEN THE CITY REPRESENTATIVE IS PRESENT.

TREE TO BE REMOVED. REMOVE TREE ENTIRELY AND STUMP GRIND TO A DEPTH OF 24" BELOW FINISH GRADE OR TO A DEPTH THAT WILL NOT CONFLICT WITH THE NEW IMPROVEMENTS.



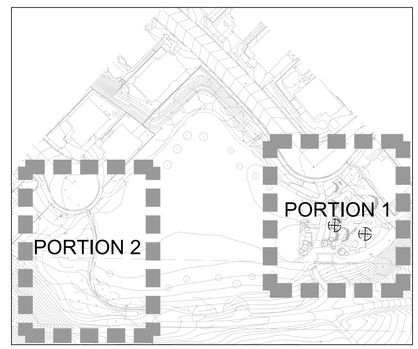
PORTION 2



PORTION 1

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
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STATE OF CALIFORNIA

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Revisions

No	Date	Description

EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	1"=10'-0"

Sheet Title
TREE PROTECTION PLAN

Sheet No
L-250

GENERAL NOTES

1. BASE INFORMATION INCLUDING THE LOCATION OF PROPERTY LINES, EASEMENTS, BUILDINGS, ROADS, AND CURBS HAVE BEEN TAKEN FROM THE CIVIL ENGINEER'S DRAWINGS. REFER TO CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION.
2. REFER TO THE CIVIL ENGINEER'S DRAWINGS AND DRY UTILITY DRAWINGS, IF APPLICABLE, INCLUDING STORM DRAIN, SEWER, WATER, ELECTRICAL.
3. VERIFY SITE INFORMATION, INCLUDING PROPERTY LINES, TOP AND BOTTOMS OF SLOPES, ROADWAY CURB, AND GUTTERS, UTILITIES, AND OTHER INFORMATION AFFECTING THE SCOPE OF WORK INCLUDED ON THESE DRAWINGS. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE LANDSCAPE ARCHITECT'S PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S FOR DIRECTION ON HOW TO PROCEED.
4. SITE VISITATION: CONTRACTOR SHALL VISIT THE SITE, EXAMINE EXISTING CONDITIONS FOR THE NEW CONSTRUCTION AND DETERMINE TO ITS SATISFACTION, THE METHODS AND PROCEDURES, REMOVAL AND STORAGE OF MATERIALS, SEQUENCING OF OPERATIONS AND CONDITIONS WHICH AFFECT ITS WORK AND PROBLEMS ATTENDANT HERETO. CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES PRIOR TO BIDDING. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY TO THE CONTRACTOR FOR ERRORS THROUGH NEGLIGENCE IN EXAMINING SITE CONDITIONS.
5. BEFORE INSTALLING ALL UNDERGROUND FEATURES (i.e. FENCE FOOTINGS, WALL FOOTINGS, AND SERVICE LINES) VERIFY ALL LOCATIONS OF EXISTING UTILITIES AND COORDINATE WITH CIVIL AND ELECTRICAL DRAWINGS.
6. ALL WALLS, PAVING, AND FENCES SHALL BE INSTALLED IN CONFORMANCE WITH STRUCTURAL ENGINEER'S APPROVED PLANS.
7. CONSTRUCTION SHALL COMPLY WITH THE DRAWINGS OR APPLICABLE BUILDING CODES AND ORDINANCES WHERE THE REQUIREMENTS ARE MORE SPECIFIC OR STRINGENT.
8. COORDINATE WALL, PAVING, MASONRY, WORK WITH ALL DISCIPLINES FOR SLEEVING, CONDUCTS, ANCHOR BOLTS, ETC.
9. ELECTRICAL JUNCTION BOXES FOR LIGHTS AND IRRIGATION VALVE BOXES SHALL BE IN PLANTING AREAS OR AS APPROVED BY OWNER AND LANDSCAPE ARCHITECT. STAKE LOCATIONS BEFORE INSTALLATION FOR OWNER'S AND LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLATION.
10. REFERENCES TO NORTH REFER TO TRUE NORTH. REFERENCES TO SCALE IS FOR FULL-SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
11. REFER TO GEOTECHNICAL SOILS REPORT LATEST EDITION FOR PAVING AND CONCRETE PAVER REINFORCEMENT, SUBBASE, AND SUBGRADE TREATMENT.
12. CONTRACTOR SHALL SURVEY PUBLIC RIGHT OF WAY AND PRIVATE LIMIT OF WORK PER THE CIVIL ENGINEER PLANS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL STAKE LIMIT AND LAYOUT OF LANDSCAPE PAVING LIMITS AND OBTAIN APPROVAL FROM OWNER AND LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.
13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT NEW WORK FROM VANDALISM UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE OWNER AND A NOTICE OF SUBSTANTIAL COMPLETION HAS BEEN FILLED.
14. EXCAVATION IN THE VICINITY OF UTILITIES AND EXISTING MATERIALS SHALL BE UNDERTAKEN WITH CARE. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR HIS WORK. ANY DAMAGE CAUSED BY ANY PERSON, VEHICLE, EQUIPMENT, OR TOOL RELATED TO THE EXECUTION OF THE CONTRACT SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
15. PRIOR TO INSTALLATION OF ANY CONSTRUCTION ITEM, FORMS WITH STEEL IN PLACE AND COMPACTED SUBGRADE COMPLETE, SHALL BE OBSERVED AND REVIEWED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
16. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
17. WHERE DIMENSIONS ARE CALLED AS "EQUAL", ALL REFERENCED ITEMS SHALL BE SPACED EQUALLY, MEASURED TO THEIR CENTERLINES.

PAVING NOTES

1. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY IN FIELD
2. ALL DIMENSIONS ARE FROM OUTSIDE FACE OF PAVING, CURBS, WALLS, ETC, UNLESS OTHERWISE NOTED ON PLANS.
3. ALL ANGLES TO BE 90 DEGREES AND ALL LINES OF PAVING AND FENCING TO BE PARALLEL UNLESS OTHERWISE NOTED. MAINTAIN HORIZONTAL ALIGNMENT OF ADJACENT ELEMENTS AS NOTED ON THE DRAWINGS.
4. ALL WALKS AND WALLS HAVE SMOOTH, CONTINUOUS CURVES AS INDICATED ON PLANS, UNLESS NOTED OTHERWISE.
5. ALL WALLS, PAVING, AND FENCES SHALL BE INSTALLED IN CONFORMANCE WITH STRUCTURAL ENGINEER'S APPROVED PLANS.
6. PROVIDE ISOLATION TAPE ON ALL STEEL POSTS EMBEDDED INTO CONCRETE.
7. PROVIDE APPROVED JOINTS AS SHOWN ON DRAWINGS. SUBMIT DRAWING INDICATING JOINT LOCATIONS AND DETAIL FOR APPROVAL BY OWNER AND LANDSCAPE ARCHITECT.
8. PROVIDE BUILDING FABRIC ISOLATION JOINT WITH SEALANT WHERE PAVING ABUTS CURBING, BUILDING AND COLUMNS, AND STRUCTURES. VERIFY COLOR OF SEALANT WITH OWNER AND LANDSCAPE ARCHITECT.
9. CONCRETE JOINTING AND FINISHING TO MEET ADA REQUIREMENTS FOR SLIP RESISTANCE AND JOINT WIDTH (3/16" MAX.) OR AS NOTED ON PLANS - 0.6 SLIP RESISTANCE CO-EFFICIENT.

ABBREVIATION LEGEND

BLDG.	BUILDING	L.O.W.	LIMIT OF WORK
BLDG.	BUILDING	MAX.	MAXIMUM
℄	CENTER LINE	MIN.	MINIMUM
CLR.	CLEAR	N.T.S.	NOT TO SCALE
C.I.P.	CAST-IN-PLACE	N.A.P.	NOT A PART
CO	COORDINATION	O.C.	ON CENTER
D.G.	DECOMPOSED GRANITE	O.C.E.W.	ON CENTER, EACH WAY
DIA.	DIAMETER	O.D.	OUTSIDE DIAMETER
EJ	EXPANSION JOINT	PA	PLANTING AREA
EQ.	EQUAL	P.O.B.	POINT OF BEGINNING
EXIST	EXISTING	P.O.C.	POINT-OF-CONNECTION
GAL.	GALLON	QTY.	QUANTITY
HT.	HEIGHT	S.F.	SQUARE FEET
ICV	IRRIGATION CONTROL VALVE	TYP.	TYPICAL
L.F.	LINEAR FEET	U.O.N.	UNLESS OTHERWISE NOTED
LT	LIGHT		

PAVING SUBGRADE NOTES

1. ALL SUBGRADE TO BE COMPACTED TO A MINIMUM OF 90%.

COORDINATION NOTES SCHEDULE

CODE	DESCRIPTION	DETAIL	REFERENCE
CO-101	EXISTING CONCRETE PAVING		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-102	EXISTING SIDEWALK PAVING		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-103	EXISTING LIGHT POLE		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-104	EXISTING STORAGE BUILDING		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-105	EXISTING RETAINING WALL/PLANTER WALL		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-106	EXISTING BASKETBALL COURT PAVING		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-107	EXISTING AREA DRAIN		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-108	EXISTING STORM CATCH BASIN		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-109	EXISTING UTILITY/PULLBOX		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-110	EXISTING SITE BOULDERS		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-111	NEW UNDERGROUND DRAIN LINE		PER CIVIL ENGINEER'S PLANS
CO-112	ADA DRINKING FOUNTAIN CLEAR ZONE		-
CO-113	ADA BENCH COMPANION SEATING AREA		-
CO-114	EXISTING TREE		PROTECT IN PLACE
CO-115	NEW AREA DRAIN		PER CIVIL ENGINEER'S PLANS
CO-116	EXISTING WOOD MAINTENANCE STAIRS		PER CIVIL ENGINEER'S PLANS; PROTECT-IN-PLACE
CO-117	BELOW GRADE PLAYGROUND SURFACING DRAIN		PER CIVIL ENGINEER'S PLANS
CO-118	DRAINAGE RIP RAP		PER CIVIL ENGINEER'S PLANS
CO-119	NEW BROOKS DRAIN BOX W/ CONCRETE COLLAR AND CURB		PER CIVIL ENGINEER'S PLANS
CO-120	NEW STORM DRAIN MANHOLE		PER CIVIL ENGINEER'S PLANS

PAVING SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/ MANUFACTURER/ SUPPLIER	COLOR	FINISH/TEXTURE	JOINT	NOTES
CONCRETE							
P-101	PEDESTRIAN CONCRETE PAVING	1/L-600, 2/L-600, 3/L-600, CIVIL DETAILS SHT, G-3	P.I.P. CONCRETE	NATURAL GRAY	MEDIUM BROOM, MATCH EXISTING PARK PAVING FINISH	TOOLED	APPLY PENETRATING SEALER, COLOR AND FINISH MATCH EXISTING PARK PAVING AS NECESSARY
P-102	PLAYGROUND CONCRETE HEADER	5/L-600	P.I.P. CONCRETE	NATURAL GRAY	MEDIUM BROOM	SAWCUT 6" O.C. PER PLAN	APPLY PENETRATING SEALER
P-103	PARK ENTRY RAMP	1/L-600, 2/L-600, 3/L-600, CIVIL DETAILS SHT, G-3	P.I.P. CONCRETE	NATURAL GRAY	MEDIUM BROOM, MATCH EXISTING PARK PAVING FINISH	TOOLED	APPLY PENETRATING SEALER, RAMP SLOPE TO BE ADA COMPLIANT, FIELD VERIFY
RUBBERIZED SURFACE							
P-601	PLAYGROUND RUBBERIZED SURFACING	4/L-600	ROBERTSON POURED IN PLACE RUBBER - VINCE BRANTLEY 714 904-8219 OR APPROVED EQUAL	STANDARD GREEN 45%, BLACK 15%, STANDARD BEIGE 15%, DARK GREEN 25%	ALIPHATIC BINDER PER SPECIFICATIONS. W/ THERMAL PLASTIC VULCANIZED WEAR COURSE	-	THICKNESS PER MANUFACTURER H.I.C. AND PLAY EQUIPMENT REQUIREMENTS. SEE SPECIFICATIONS

CURB SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/MANUFACTURER/SUPPLIER	COLOR	FINISH/TEXTURE	JOINT	NOTES
VEHICULAR CURB							
C-101	RETAINING CURB	3/L-610	P.I.P CONCRETE	NATURAL GRAY	MEDIUM BROOM	-	-

WALL SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/MANUFACTURER/SUPPLIER	QTY.	COLOR	FINISH/TEXTURE	NOTES
CONCRETE							
W-101A	PARK SIGN - BASE BID	1/L-610	HIGH DENSITY URETHANE (HDU)	1	SEE DETAIL	SEE DETAIL	PROVIDE BID FOR BOTH OPTIONS SEPERATELY
W-101B	PARK SIGN - ADDITIVE BID	2/L-610	SEE DETAIL	1	SEE DETAIL	SEE DETAIL	PROVIDE BID FOR BOTH OPTIONS SEPERATELY

RAIL SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/MANUFACTURER/SUPPLIER	MODEL NO.	COLOR	FINISH/TEXTURE	NOTES
HANDRAIL							
R-101	HANDRAIL AT RAMP	1/L-620	GALVANIZED STEEL	-	NATURAL STEEL	GALVANIZED	-
GUARDRAIL							
R-201	PLAYGROUND ENCLOSURE RAIL	2/L-620	AMERISTAR (888) 333-3422 OR APPROVED EQUAL	SEE DETAIL	BLACK	-	-

SITE FURNISHINGS SCHEDULE

CODE	DESCRIPTION	DETAIL	MANUFACTURER/SUPPLIER	MODEL NO.	QTY.	COLOR	FINISH/TEXTURE	NOTES
SITE FURNITURE								
S-101	PRECAST PICNIC TABLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	Q-LBT72PT	3	LATTE	STRATA	-
S-102	ADA PRECAST PICNIC TABLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	Q-LBT102PTADA	2	LATTE	STRATA	INSTALL FOR ADA END ON ACCESSIBLE PATH OF TRAVEL
S-103	TRASH RECEPTACLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	QR-GF2832W-A24	4	LATTE	STRATA	BLACK STEEL LID
S-104	RECYCLE RECEPTACLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	QR-GF2832W-A24 MOD W/ 1 RECYCLE LOGO INSET PAINTED BLUE/ PMS #289	4	LATTE	STRATA	BLACK LID WITH WHITE STENCILED RECYCLE LOGO
S-105	HOT COAL CONTAINER		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	Q-PSHA-2842	1	LATTE	STRATA	STEEL GRATE, HOT COAL LOGO, ACCESS DOOR
S-106	BENCH		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	Q2-SLAB-60B	3	LATTE	STRATA	-
S-107	CHARCOAL BBQ	2/L-630	DUMOR OR APPROVED EQUAL	21-00	2	BLACK	-	EMBEDDED
S-108	DRINKING FOUNTAIN	1/L-630	MDF OR APPROVED EQUAL	10145SM	1	EMERALD GREEN	-	RECESSED HOSE BIB AND LOCK DOOR, BOWL SAND STRAINER, TEMPLATE 10 NS
S-109	REMOVABLE BOLLARD	3/L-630	DUMOR (800) 598-4018 OR APPROVED EQUAL	401-36-2-S-1SL	1	BLACK	-	-

PLAYGROUND EQUIPMENT SCHEDULE

CODE	DESCRIPTION	DETAIL	MODEL	MATERIAL/MANUFACTURER/SUPPLIER	COLOR	FINISH/TEXTURE	NOTES
METAL PLAYGROUND							
PE-101	5-12 TREEHOUSE STRUCTURE - BASE BID		1194757-01-04	LSI OR APPROVED EQUAL			COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-102	2-5 TREEHOUSE STRUCTURE - BASE BID		1194757-01-04	LSI OR APPROVED EQUAL			COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-103	3 BAY SWING		1194757-01-04	LSI OR APPROVED EQUAL			COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-104	DOUBLE BOOBLE SPRING RIDER - BASE BID		1194757-01-04	LSI OR APPROVED EQUAL			COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-105	SPINNER - BASE BID		1194757-01-04	LSI OR APPROVED EQUAL			COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-106	5-12 PLAYGROUND SIGN - BASE BID		1194757-01-04	LSI OR APPROVED EQUAL			COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-107	2-5 PLAYGROUND SIGN - BASE BID		1194757-01-04	LSI OR APPROVED EQUAL			COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-108	5-12 TREEHOUSE STRUCTURE - ADDITIVE BID		1194757-02-02	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-109	2-5 TREEHOUSE STRUCTURE - ADDITIVE BID		1194757-02-02	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-110	3 BAY SWING - ADDITIVE BID		1194757-02-02	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-111	DOUBLE BOBBLE SPRING RIDER - ADDITIVE BID		1194757-02-02	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-112	5-12 PLAYGROUND SIGN - ADDITIVE BID		1194757-02-02	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-113	2-5 PLAYGROUND SIGN - ADDITIVE BID		1194757-02-02	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124

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ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

811 Know what's below. Call before you dig.

Revisions

No	Date	Description
1		
2		
3		
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5		
6		

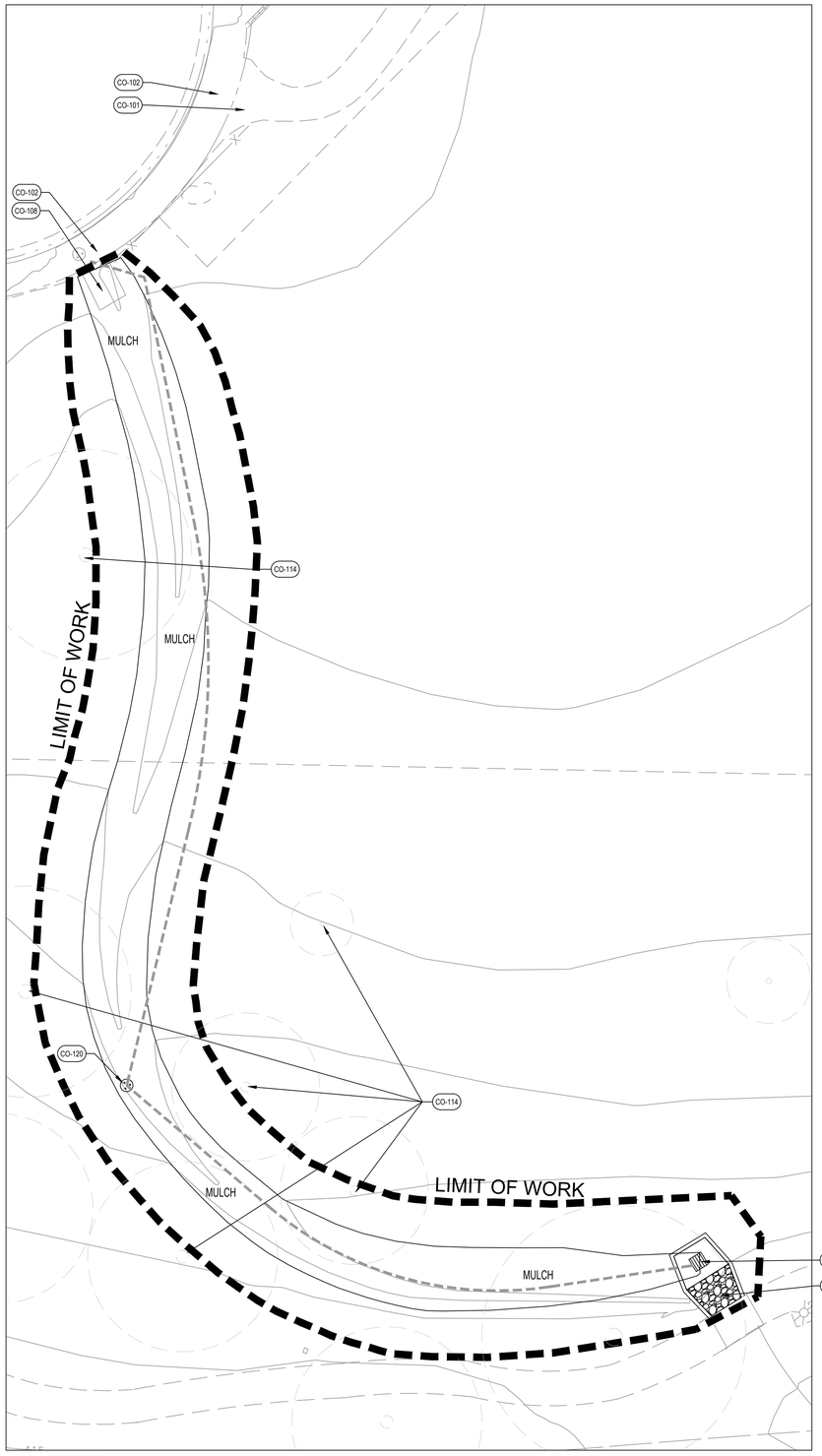
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25601 El Conejo Ln,
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Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

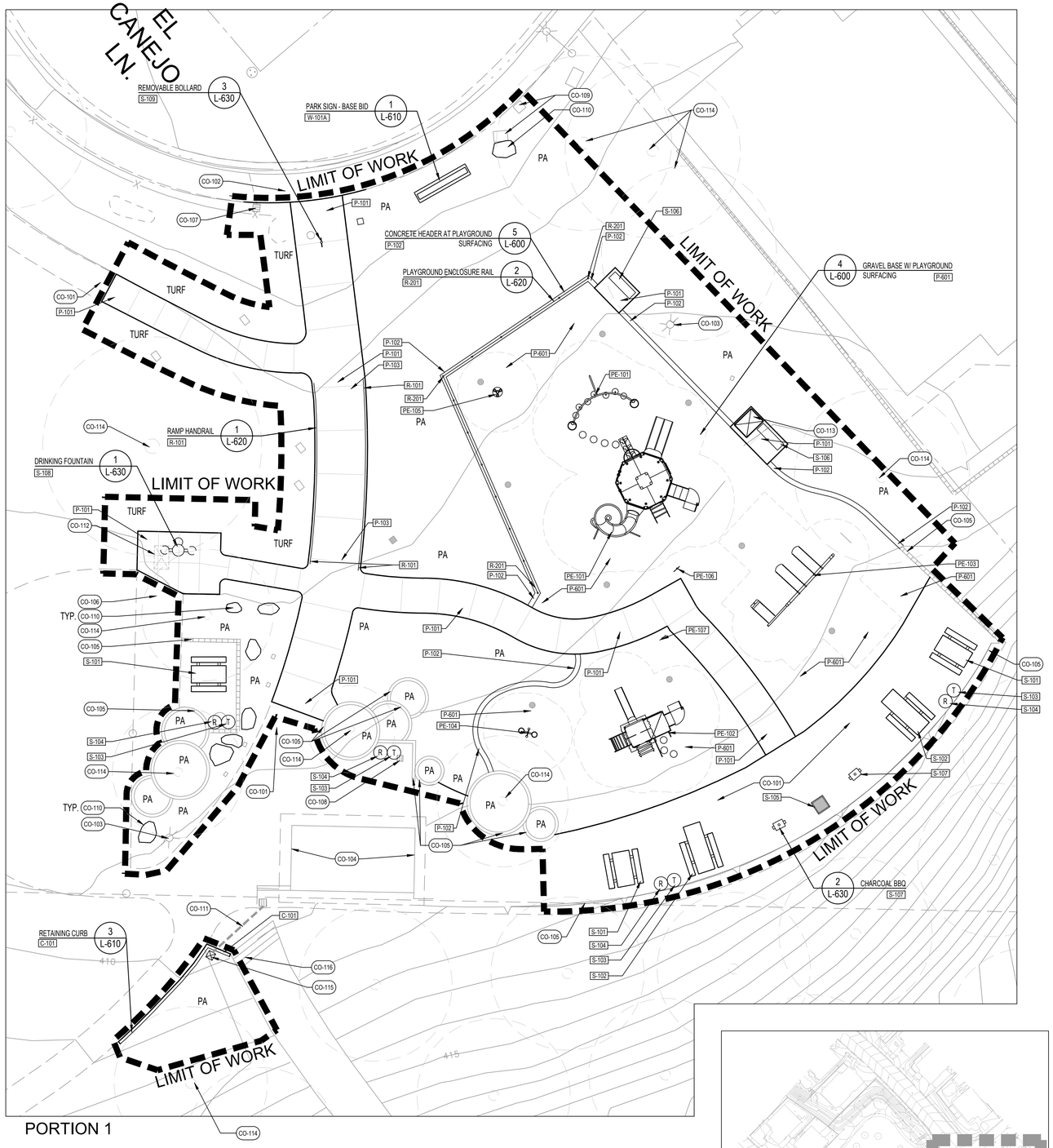
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Checked	ES
Date	04/14/26
Scale	NONE

Sheet Title
CONSTRUCTION MATERIALS SCHEDULE

Sheet No
L-300



PORTION 2

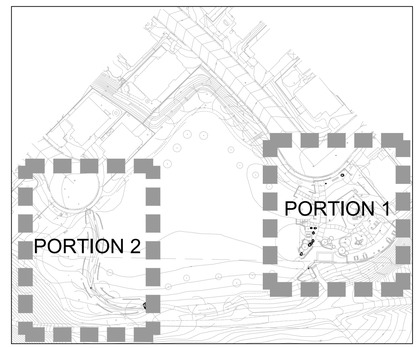


PORTION 1

SEE SHEET L-300 FOR COMPLETE CONSTRUCTION SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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No	Date	Description

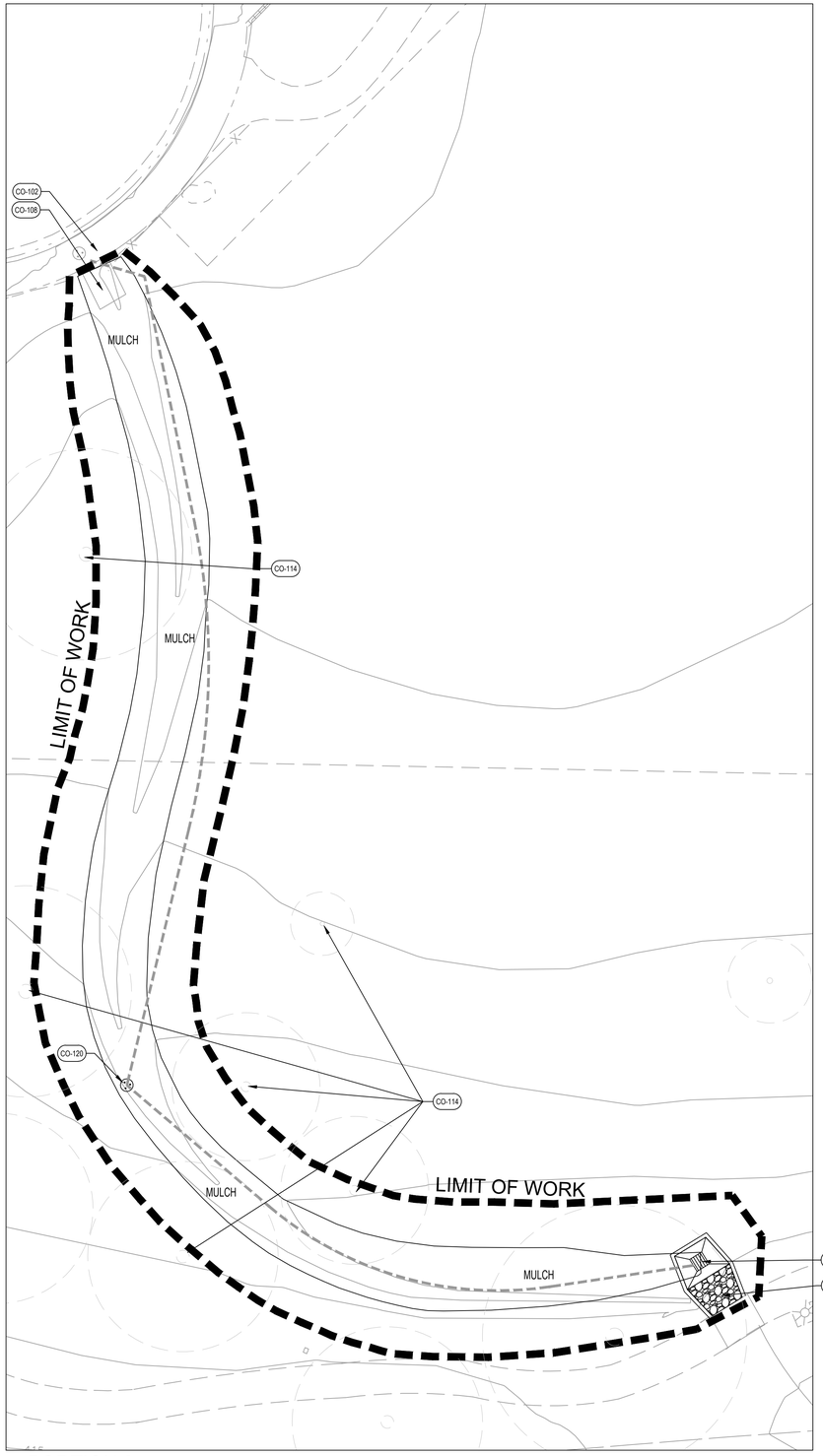
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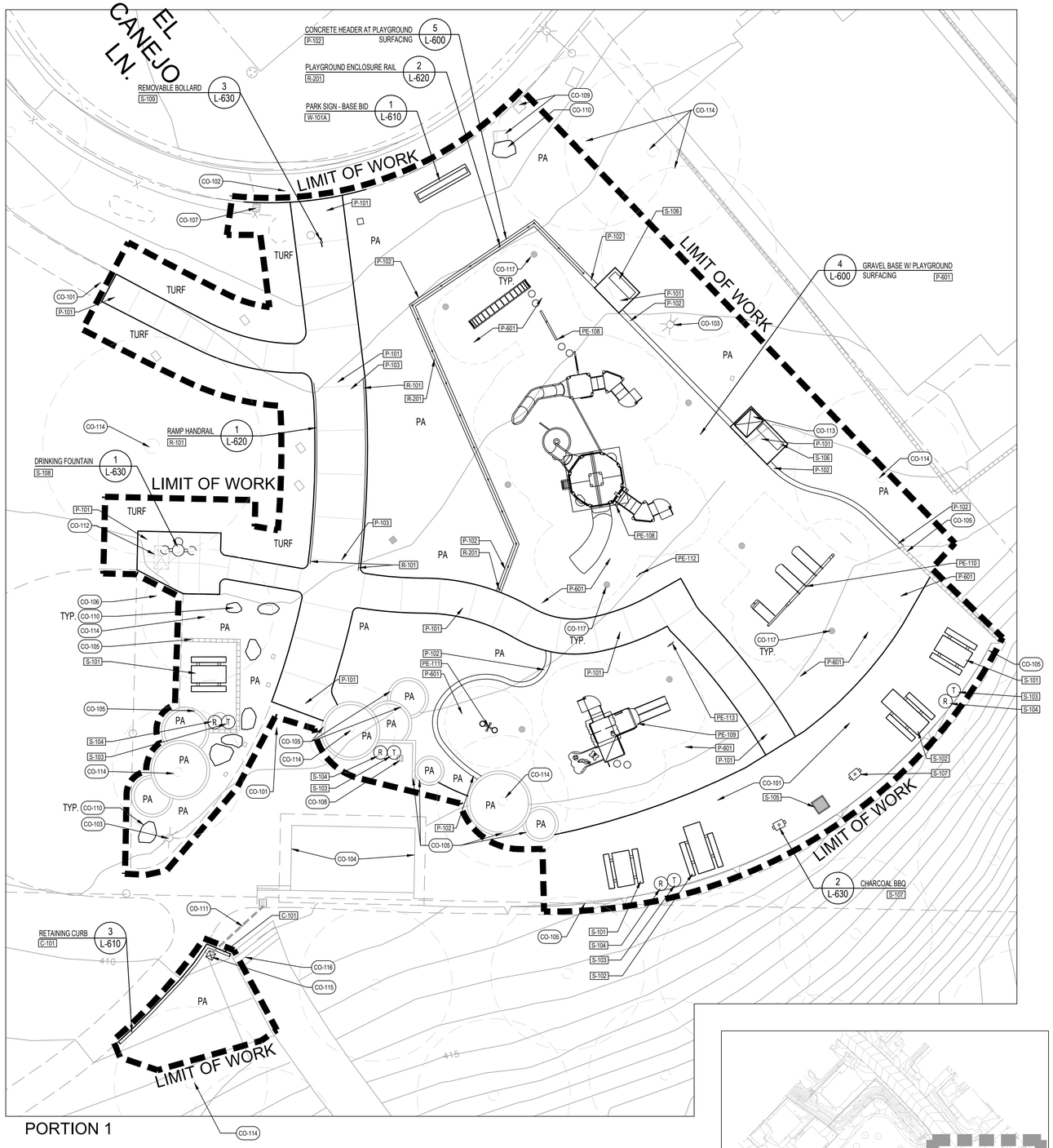
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Drawn	SJ
Checked	ES
Date	04/14/26
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Sheet Title
CONSTRUCTION PLAN - BASE BID

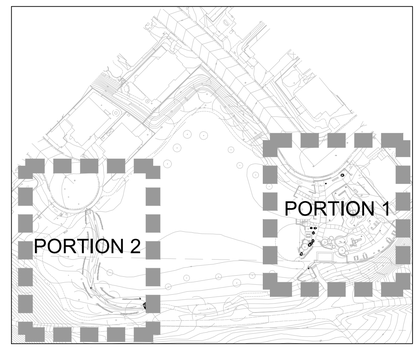
Sheet No
L-301



PORTION 2



PORTION 1



KEYMAP

SEE SHEET L-300 FOR COMPLETE CONSTRUCTION SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'

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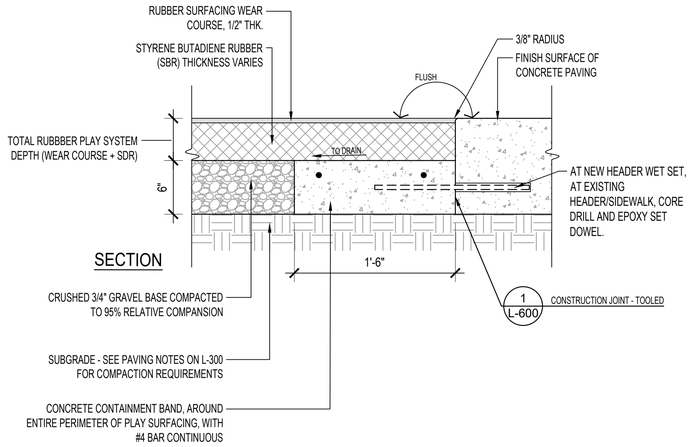
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Project No	24-019E
Drawn	SJ
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Date	04/14/26
Scale	1"=10'-0"

Sheet Title
CONSTRUCTION PLAN - ADDITIVE BID

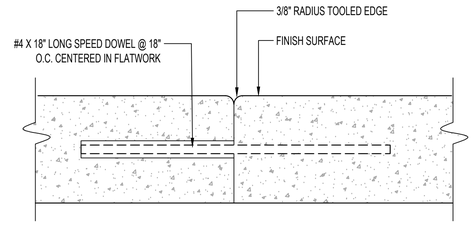
Sheet No
L-302



NOTES:
1. CONSTRUCT A WEAKENED PLANE JOINT 10FT. O.C. AND AN EXPANSION JOINT AT EVERY 30FT. O.C.
2. CONTRACTOR SHALL PROVIDE G-MAX AND TEST RESULTS FOR THE SURFACING MANUFACTURER USED ON THE PROJECT. SURFACING DEPTHS WITHIN THE PLAY EQUIPMENT FALL ZONES SHALL BE PER THE TEST RESULTS FOR THE CRITICAL FALL HEIGHTS OF THE EQUIPMENT BEING INSTALLED.
3. PAVING CONTRACTOR SHALL CONTRACT AND COORDINATE WITH RUBBER SURFACING INSTALLER PRIOR TO INSTALLATION OF CONCRETE SUB-BASE.
4. THE "SBR" DEPTH MAY VARY THROUGHOUT THE PLAYGROUND AND WILL BE BASED UPON THE CRITICAL FALL HEIGHT OF EACH PLAY PIECE. THE CRITICAL FALL HEIGHT SHALL BE CONFIRMED WITH THE MANUFACTURER PRIOR TO THE PLAY SURFACE INSTALLATION.

P-601 P-E-07

4 GRAVEL BASE W/ PLAYGROUND SURFACING 1 1/2" = 1'-0"

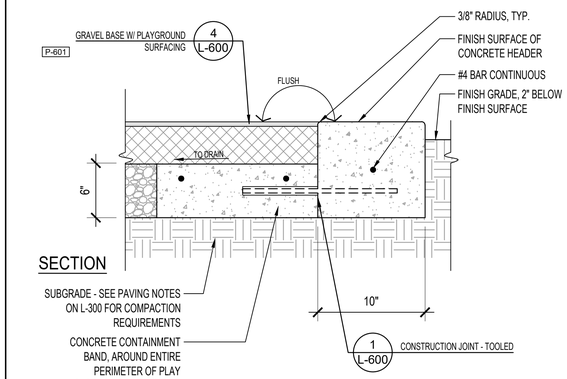


SECTION

NOTES:
1. PLACE JOINTS AT 10' MIN. TO 30' MAX. OR 300 SQ. FT. MAX.
2. CONTRACTOR TO PROVIDE A COMPLETE POUR SEQUENCE PLAN INDICATING ALL JOINT LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT.

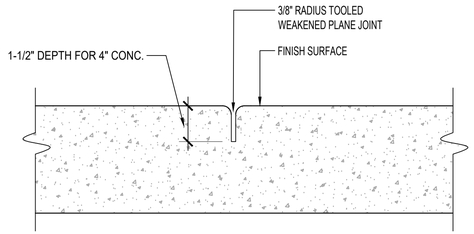
P-E-03

1 CONSTRUCTION JOINT - TOOLED 3" = 1'-0"



P-102 P-E-08

5 CONCRETE HEADER AT PLAYGROUND SURFACING 1 1/2" = 1'-0"

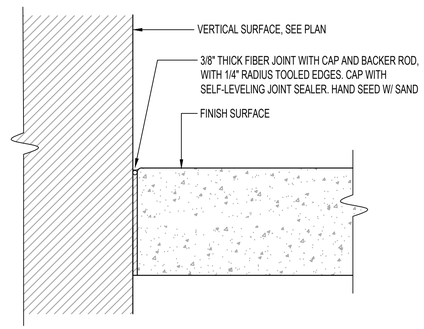


SECTION

NOTES:
1. PLACE JOINTS AT 10' MAX. OR 100 SQ. FT. MAX.
2. CONTRACTOR TO PROVIDE A COMPLETE POUR SEQUENCE PLAN INDICATING ALL JOINT LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT.

P-E-04

2 CONTRACTION JOINT - TOOLED 3" = 1'-0"



SECTION

NOTES:
1. PLACE JOINTS AT ALL VERTICAL SURFACES. I.E. WALLS, CURBS, BUILDINGS, ECT.
2. CONTRACTOR TO PROVIDE A COMPLETE POUR SEQUENCE PLAN INDICATING ALL JOINT LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT.

P-E-06

3 ISOLATION JOINT @ VERTICAL SURFACE 3" = 1'-0"

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Revisions

No	Date	Description

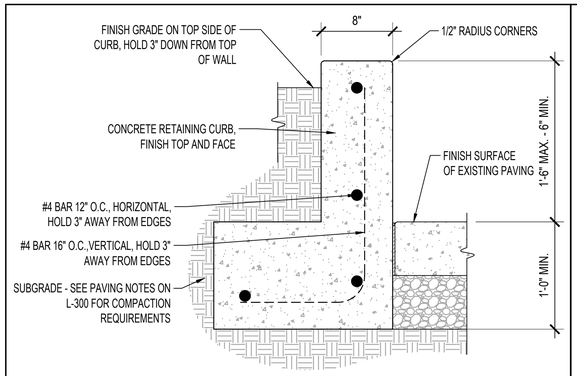
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Scale	AS SHOWN

Sheet Title
CONSTRUCTION DETAILS - FLATWORK

Sheet No
L-600

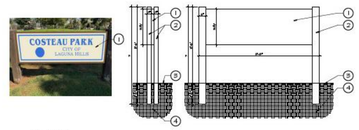


SECTION

NOTE:
1. SEE CIVIL PLANS FOR TOP OF CURB, FINISH SURFACE AND FINISH GRADE INFORMATION.
2. CURB TO BE RAKED DOWN AS POSSIBLE, FOLLOW THE FINISH GRADE. CONTRACTOR TO PROVIDE SHOP DRAWING FOR TOP OF WALL FORMING

C-101 P-E-15

3 RETAINING CURB 1 1/2" = 1'-0"

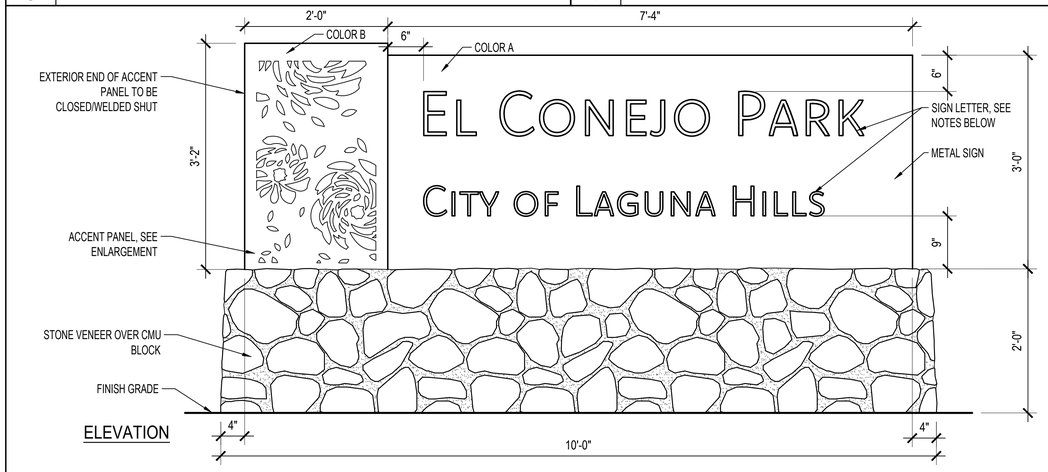


LEGEND:
1. 30"h' HIGH x 104" WIDE x 2" THICK SINGLE SIDED, HDU SAND-BLASTED SIGN AVAILABLE FROM AMERICAN SIGNS, ITEM#ES-2484. SIGN TO HAVE RAISED BORDER WITH RECESSED BACKGROUND TO BE SAND-BLASTED FINISH. INNER BORDER TO BE LEVEL WITH THE RECESSED & PAINTED BLUE TO MATCH RAISED TEXT. OUTSIDE RAISED BORDER TO BE PAINTED DARK BROWN. CIRCLE TO RECEIVE CITY LOGO TO BE LEVEL WITH THE RECESSED BACKGROUND WITH SMOOTH FINISH. PARK NAME TO READ "COASTAL PARK."
2. FOUR (4) 4"x6" HDU POSTS TO BE 84" TALL, INSTALLED 18" BELOW FINISHED GRADE.
3. FINISHED GRADE.
4. 95% COMPACTED MOISTURE-CONDITIONED SUBGRADE.

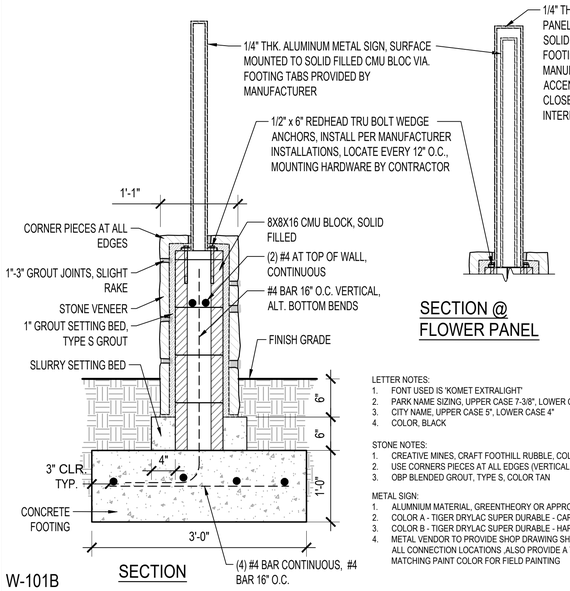
NOTE:
CITY TO PROVIDE FURTHER DETAIL ON SIGN REQUIREMENTS.

W-101A P-E-39

1 PARK SIGN - BASE BID N.T.S.



ELEVATION



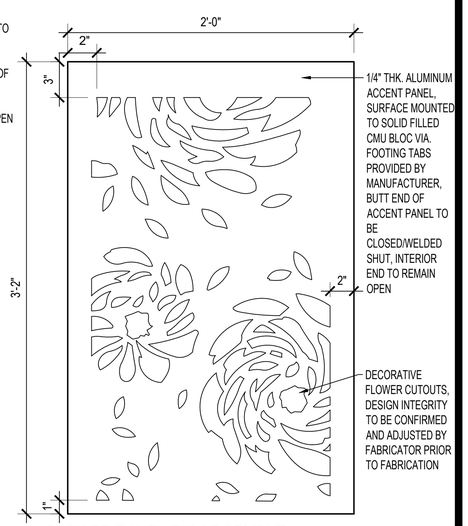
SECTION

SECTION @ FLOWER PANEL

LETTER NOTES:
1. FONT USED IS 'KOMET EXTRALIGHT'
2. PARK NAME SIZING, UPPER CASE 7-3/8", LOWER CASE 5-15/16"
3. CITY NAME, UPPER CASE 5", LOWER CASE 4"
4. COLOR, BLACK

STONE NOTES:
1. CREATIVE MINES, CRAFT FOOTHILL RUBBLE, COLOR TOASTED
2. USE CORNERS PIECES AT ALL EDGES (VERTICAL AND HORIZONTAL)
3. OBP BLENDED GROUT, TYPE S, COLOR TAN

METAL SIGN:
1. ALUMINUM MATERIAL, GREENTHEORY OR APPROVED EQUAL
2. COLOR A - TIGER DRYLAC SUPER DURABLE - CAROB BROWN
3. COLOR B - TIGER DRYLAC SUPER DURABLE - HARTFORD GREEN
4. METAL VENDOR TO PROVIDE SHOP DRAWING SHOWING ALL CONNECTIONS, ALL CONNECTION LOCATIONS .ALSO PROVIDE A TOUCH UP PAINT KIT WITH MATCHING PAINT COLOR FOR FIELD PAINTING



FLOWER PANEL ENLARGEMENT ELEVATION

2"=1'-0"

W-101B P-E-01

2 PARK SIGN - ADDITIVE BID 1" = 1'-0"

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04/2027
RENEWAL DATE
04/13/26
DATE
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Revisions

No	Date	Description

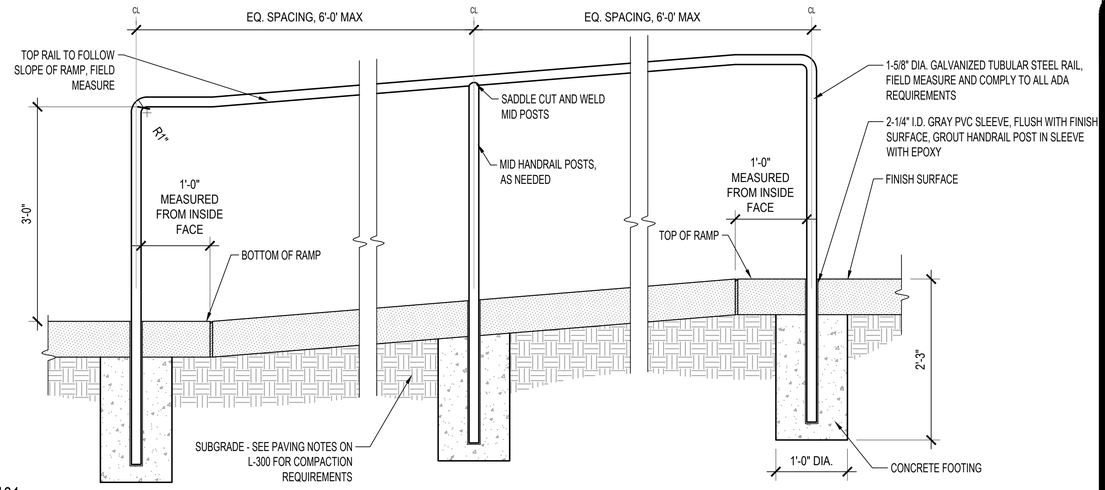
EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	AS SHOWN

Sheet Title
CONSTRUCTION DETAILS - WALLS

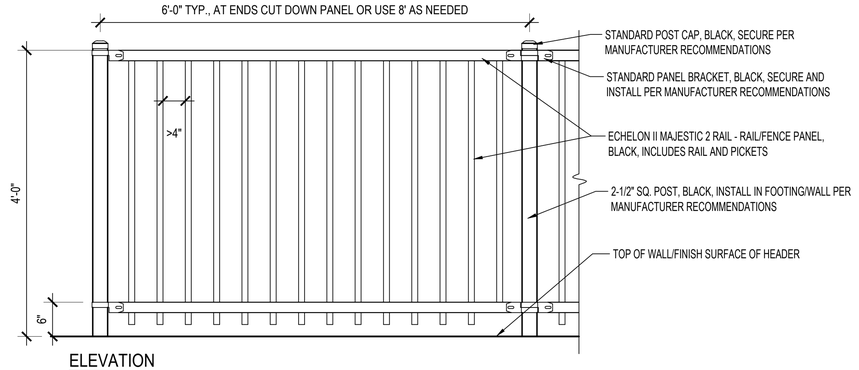
Sheet No
L-610



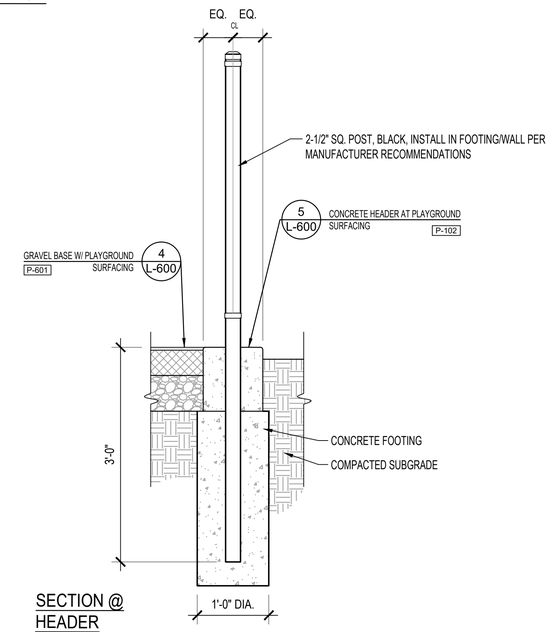
R-101

P-E-09

1 RAMP HANDRAIL 1" = 1'-0"



ELEVATION



SECTION @ HEADER

R-201

P-E-11

2 PLAYGROUND ENCLOSURE RAIL 1" = 1'-0"

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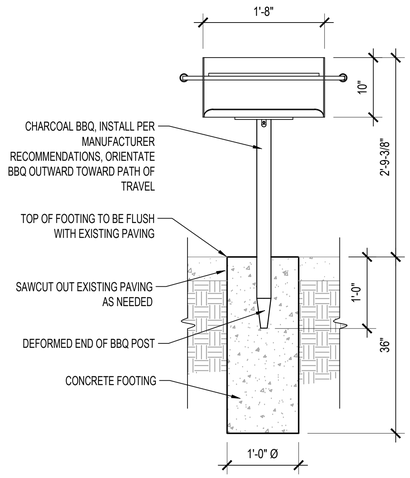
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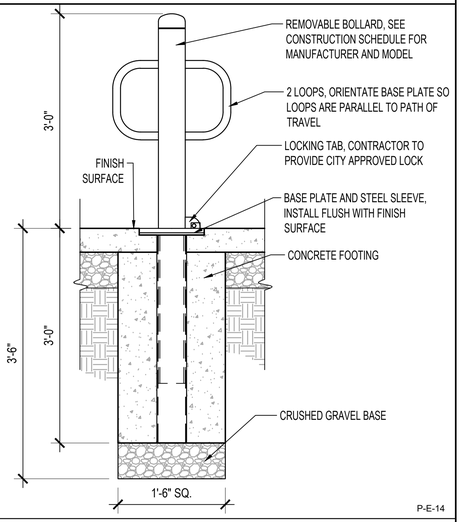
Sheet Title
CONSTRUCTION DETAILS – METALWORK

Sheet No
L-620



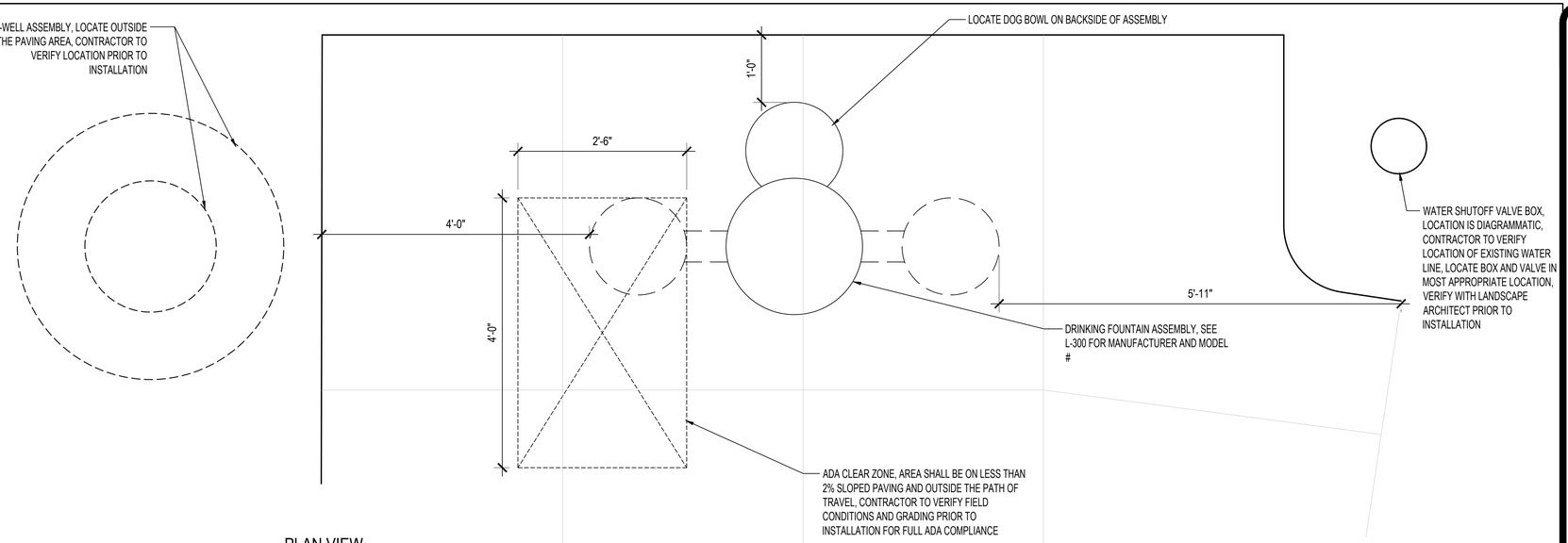
S-107 P-E-13

2 CHARCOAL BBQ 1" = 1'-0"



S-109 P-E-14

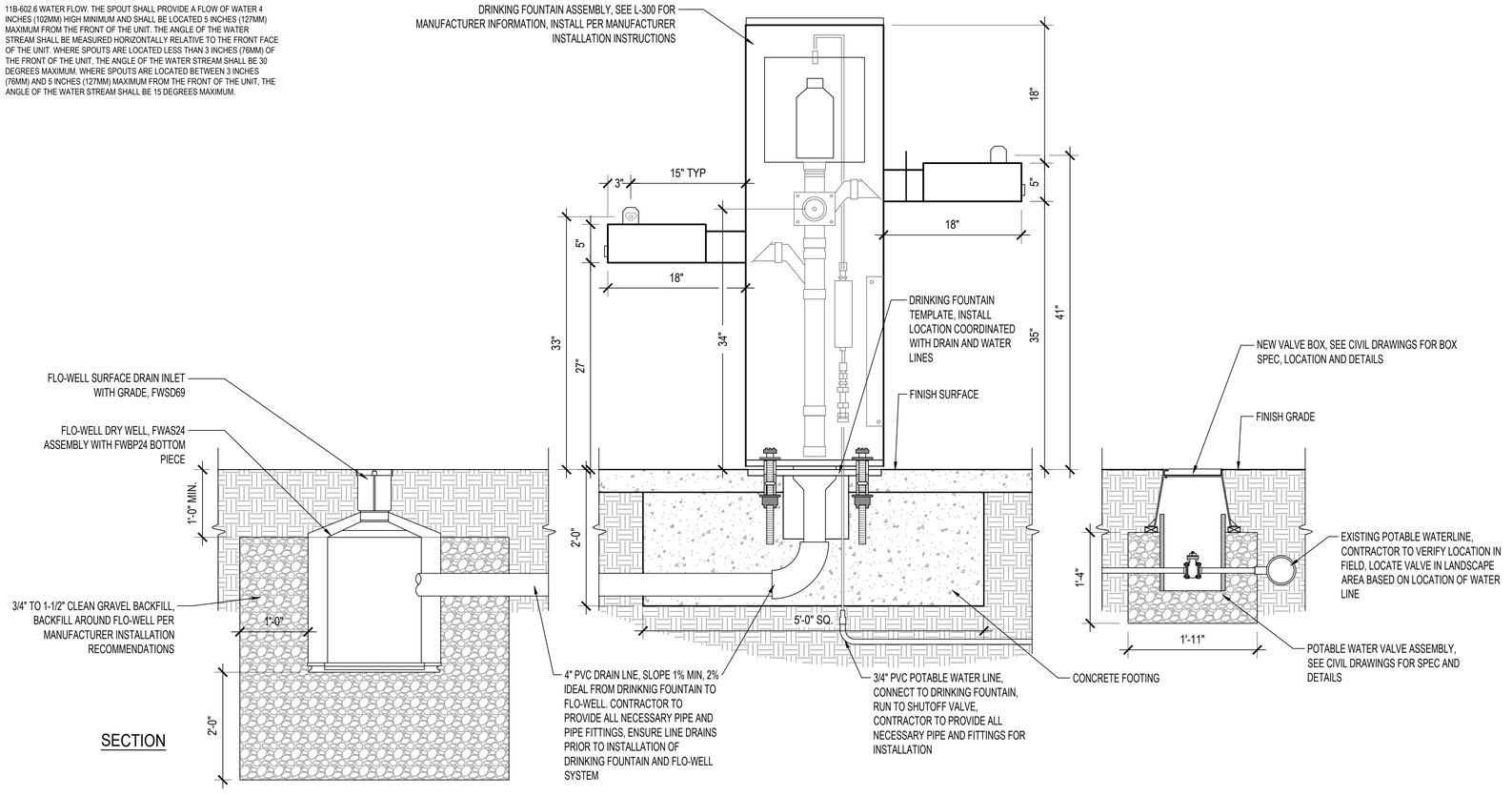
3 REMOVABLE BOLLARD 1" = 1'-0"



PLAN VIEW

DRINKING FOUNTAIN NOTES

11B-602.6 WATER FLOW. THE SPOUT SHALL PROVIDE A FLOW OF WATER 4 INCHES (102MM) HIGH MINIMUM AND SHALL BE LOCATED 5 INCHES (127MM) MAXIMUM FROM THE FRONT OF THE UNIT. THE ANGLE OF THE WATER STREAM SHALL BE MEASURED HORIZONTALLY RELATIVE TO THE FRONT FACE OF THE UNIT. WHERE SPOUTS ARE LOCATED LESS THAN 3 INCHES (76MM) OF THE FRONT OF THE UNIT, THE ANGLE OF THE WATER STREAM SHALL BE 30 DEGREES MAXIMUM. WHERE SPOUTS ARE LOCATED BETWEEN 3 INCHES (76MM) AND 5 INCHES (127MM) MAXIMUM FROM THE FRONT OF THE UNIT, THE ANGLE OF THE WATER STREAM SHALL BE 15 DEGREES MAXIMUM.



SECTION

S-108 P-E-12

1 DRINKING FOUNTAIN 1" = 1'-0"

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Sheet Title
CONSTRUCTION DETAILS - MISC.

Sheet No
L-630

SPRAY SPRINKLER LEGEND

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	NOZZLE	NOZZLE COLOR	RADIUS	G.P.M.	P.S.I.	PATTERN	PRECIP RATE
Φ_F	RAIN BIRD*	1806-SAM-PRS-45	6" POP-UP SPRINKLER	R-VAN14-360	LT. BLUE	8' - 14'	1.27	45	360°	0.7
Φ	RAIN BIRD*	1806-SAM-PRS-45	6" POP-UP SPRINKLER	R-VAN14-180	LT. BLUE	8' - 14'	0.63	45	180° - 270°	0.7
Φ_Q	RAIN BIRD*	1806-SAM-PRS-45	6" POP-UP SPRINKLER	R-VAN14-90	LT. BLUE	8' - 14'	0.32	45	90° - 180°	0.7

NOTES:
* WHEN RADIUS OF SPRINKLER HEADS, REQUIRED FOR PROPER COVERAGE, IS LESS THAN RADIUS SHOWN ON LEGEND, EQUIP SPRINKLER HEAD WITH PRESSURE COMPENSATING SCREEN FOR FLOW AND RADIUS CONTROL.

1. SPRINKLER RADIUS ABBREVIATIONS
   F= FULL CIRCLE Q= QUARTER V= VARIABLE
2. INSTALL SPRAY SPRINKLERS PER POP-UP SPRINKLER HEAD DETAIL 8, SHEET L-751.
3. DRAINAGE OF IRRIGATION WATER THROUGH SPRINKLER HEADS WILL NOT BE ALLOWED. SOME SPRINKLER HEADS WILL REQUIRE THE INSTALLATION OF THE SEAL-A-MATIC™ (SAM) CHECK VALVE IN THE SPRINKLER BODY TO PREVENT SPRINKLER HEAD DRAINAGE. DURING THE COURSE OF CONSTRUCTION, INCLUDE THE SAM CHECK VALVE AS REQUIRED TO PREVENT DRAINAGE FROM ANY SPRINKLER HEAD SHOWING SIGNS OF DRAINAGE AFTER THE SYSTEM HAS OPERATED FROM AN ON TO OFF POSITION. PROVIDE THE SAM SERIES SPRINKLERS WHERE DRAINAGE OCCURS AT NO ADDITIONAL COST TO OWNER.
4. REMOVE CONVENTIONAL SCREEN AND REPLACE WITH PRESSURE REDUCTION SCREEN WHERE REQUIRED TO PREVENT OVER-SPRAY ONTO HARDSCAPE.
5. WHERE VERTICAL OBSTRUCTIONS (BOLLARDS, STREET LIGHTS, TREES, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE SPRINKLER HEADS SO AS TO PREVENT PROPER COVERAGE, FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING QUARTER CIRCLE OR HALF CIRCLE SPRINKLER HEAD ON EACH SIDE OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

EQUIPMENT LOCATION NOTES

1. INSTALL ALL IRRIGATION EQUIPMENT, PRESSURE MAIN LINE PIPING, CONTROLLER WIRING, CONTROL VALVES, ETC. WITHIN PLANTING AREA. ANY IRRIGATION EQUIPMENT INDICATED OUTSIDE OF PLANTING AREA IS SHOWN FOR DRAWING CLARITY AND DESIGN INTENT ONLY.
2. INSTALL IRRIGATION MAIN LINE PIPING IN PLANTING AREA 2-FEET MINIMUM BACK OF HARDSCAPE.
3. PIPING AS SHOWN ON DRAWINGS IS SCHEMATIC AND INDICATES THE INTENT OF IRRIGATION DELIVERY METHODS.
4. IRRIGATION CONTROLLER AND OTHER IRRIGATION EQUIPMENT LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE. CONTRACTOR SHALL STAKE OUT ALL IRRIGATION EQUIPMENT LOCATIONS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
5. ELECTRIC CONTROL VALVES, QUICK COUPLING VALVES, AND ISOLATION VALVES, ETC. LOCATIONS INDICATED ON THE DRAWINGS ARE SHOWN AS APPROXIMATE. CONTRACTOR SHALL STAKE OUT EACH VALVE ASSEMBLY FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. FINAL LOCATIONS AND EXACT POSITIONING OF IRRIGATION EQUIPMENT ON THE DRAWINGS SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT. MINOR MODIFICATIONS OF IRRIGATION EQUIPMENT AS REQUESTED BY OWNER OR LANDSCAPE ARCHITECT SHALL BE PROVIDED BY CONTRACTOR AT NO ADDITIONAL COST. FAILURE TO OBTAIN OWNER/ LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION SHALL CAUSE CONTRACTOR TO MAKE OWNER/ LANDSCAPE ARCHITECT DIRECTED CHANGES AT NO ADDITIONAL COST.
7. ELECTRIC CONTROL VALVES, QUICK COUPLING VALVES, AND ISOLATION VALVES, ETC. SHALL NOT BE INSTALLED IN TURF. INSTALL IN NEAREST NON-TURF PLANTING AREA.
8. CONTRACTOR SHALL ROUTE PIPING WITH 2-FOOT CLEARANCE AROUND FINAL TREE LOCATIONS.
9. WHERE VERTICAL OBSTRUCTIONS (BOLLARDS, STREET LIGHTS, TREES, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE SPRINKLER HEADS SO AS TO PREVENT PROPER COVERAGE, FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING QUARTER CIRCLE OR HALF CIRCLE SPRINKLER HEAD ON EACH SIDE OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

IRRIGATION LATERAL PIPE SIZES

IRRIGATION NON PRESSURE LATERAL LINE PIPE

PIPE SIZE	¾"	1"	1-¼"	1-½"	2"	3"
FLOW (GPM)	0 - 8	8 - 12	13 - 22	23 - 30	31 - 50	51 - 150

NOTES:

1. FOR DRAWING CLARITY ALL IRRIGATION LATERAL LINES ARE NOT SIZED, BUT SHALL BE INSTALLED AND INCLUDED AS PART OF THE CONTRACTOR'S BID. ADDITIONALLY, DUE TO THE SCALE OF THE DRAWINGS AND FOR DRAWING CLARITY ALL PIPE SIZES ARE NOT SHOWN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE ITSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, FOOTINGS, ETC. AND COORDINATE ITS WORK WITH OTHER TRADES FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER FOOTINGS, UNDER ROADWAYS, UNDER PAVING STRUCTURES, ETC.

IRRIGATION SLEEVE SIZES

IRRIGATION PIPE

PIPE SIZE	¾"	1"	1-¼"	1-½"	2"	2-½"	3"
SLEEVE SIZE	4"	4"	4"	4"	4"	6"	6"

CONTROL WIRE CONDUIT

WIRE CONDUIT SIZE	2" MIN.	2-½"	3"	4"
NUMBER OF CONTROL AND COMMON WIRES IN CONDUIT	0-16	17-24	25-40	41-48

NOTES:

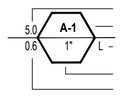
1. PIPE SLEEVES AND CONTROL WIRE CONDUITS ARE REQUIRED FOR ALL IRRIGATION PIPING AND CONTROL WIRES INSTALLED UNDER PAVING. REFER TO IRRIGATION SLEEVE SIZES CHART FOR IRRIGATION SLEEVE SIZE AND TO CONTROL WIRE SIZING CHART FOR CONTROL WIRE SLEEVE SIZE - TYP.
2. FOR DRAWING CLARITY ALL IRRIGATION SLEEVES ARE NOT SIZED, BUT SHALL BE INSTALLED AND INCLUDED AS PART OF THE CONTRACTOR'S BID. ADDITIONALLY, DUE TO THE SCALE OF THE DRAWINGS AND FOR DRAWING CLARITY ALL SLEEVES AND CONDUITS ARE NOT SHOWN. THEREFORE, IN ADDITION TO THE PIPE SLEEVE AND CONTROL WIRE CONDUITS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION PIPE SLEEVES AND CONTROL WIRE CONDUITS SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE ITSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, FOOTINGS, ETC. AND COORDINATE ITS WORK WITH OTHER TRADES FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER FOOTINGS, UNDER ROADWAYS, UNDER PAVING STRUCTURES, ETC.

EQUIPMENT LEGEND - RECYCLED WATER

SYMBOL	MANUFACTURER	MODEL NO.	DETAIL REFERENCE	DESCRIPTION
NONE SHOWN	-	EXISTING	-	EXISTING CONTROLLER - CONTRACTOR TO LOCATE EXISTING CONTROLLER AS SHOWN ON KEY MAP, VERIFY AVAILABLE STATION ASSIGNMENTS AND CONTROL WIRES AT STUB OUT LOCATION FOR FUTURE IRRIGATION IMPROVEMENTS - CONTRACTOR TO PROGRAM CONTROLLER TO ACCOMMODATE ADDITIONAL VALVES REQUIRED FOR NEW IRRIGATION SYSTEM IMPROVEMENTS AND CONNECT TO EXISTING CONTROLLER A USING "ADD-A-ZONE" - SEE "IRRIGATION CONSTRUCTION NOTES" ON SHEET L-701 FOR ADDITIONAL INFORMATION
●	RAIN BIRD*	100-PESB-R-PRS-D ** 150-PESB-R-PRS-D **	1, 4 / L-750	ELECTRIC CONTROL VALVE WITH PRESSURE REGULATING VALVE - SIZE NOTED IN INCHES
●	EXISTING	EXISTING	-	EXISTING ELECTRIC CONTROL VALVE, PROTECT IN PLACE
◕	RAIN BIRD *	XCZ-100-PRB-COM XCZ-150-LCS	2, 4 / L-750	DRIP VALVE STATION - DRIP ELECTRIC CONTROL VALVE ASSEMBLY - W/ PRESSURE REGULATING BASKET FILTER (200 POLY MESH /40 PSI SETTING) USE 1-INCH SIZE FOR FLOWS 0.3 GPM THROUGH 14 GPM - USE 1-1/2 INCH SIZE FOR FLOWS 15 GPM THROUGH 40 GPM
⋈	HAMMIOND *	UP8303	3, 4 / L-750	BALL VALVE - TWO PIECE LOW LEAD BRONZE - TRUE UNION THREAD - LINE SIZE
NONE SHOWN	3M CONNECTOR	DBR/Y-6	5, 6 / L-750	DIRECT BURY SPLICE (I.L. APPROVED) WATERPROOF WIRE CONNECTORS FOR USE ON ALL WIRE SPICES AND CONNECTIONS
	EXISTING PRESSURE MAIN LINE PIPING		-	EXISTING LOCATION IS APPROXIMATE - LOCATE AND INTERCEPT EXISTING MAIN LINE PIPING WHERE SHOWN ON PLANS CONNECT TO NEW IRRIGATION IMPROVEMENTS
	PRESSURE MAIN LINE PIPING		9 / L-750	CLASS 315 PVC - 2-INCH SIZE PIPING AND LARGER AND SCHEDULE 40 PVC FOR 1-1/2-INCH SIZE PIPING AND SMALLER AS SHOWN ON PLANS (NOTED IN INCHES) - PURPLE COLOR PIPE FOR RECYCLED WATER USE
	NON-PRESSURE LATERAL LINE PIPING INDICATES CONNECTION TO ASSIGNED DRIP LINES, TYP.		8, 9 / L-750	SCHEDULE 40 PVC - 3/4-INCH MINIMUM SIZE PIPING AND OTHER SIZES (NOTED IN INCHES) AS SHOWN ON PLANS AND IRRIGATION LATERAL PIPE SIZES CHART, SHEET L-700A - PURPLE COLOR PIPE FOR RECYCLED WATER USE
	RAIN BIRD RAIN BIRD RAIN BIRD	XFS-CV-06-12 (TUBING) XF DRIPLINE (FITTINGS) TDS-SERIES (STAKE)	1, 2, 3, 4, 5 / L-751	DRIPLINE (COPPER SHIELD SERIES) SYSTEM - PRESSURE COMPENSATING - 0.6 GPH @ 12-INCHES O.C. EMITTER SPACING - 18-INCHES TUBING ROW SPACING - 17MM (BROWN COLOR) 0.634" O.D. POLYETHYLENE TUBING WITH COMPRESSION-TYPE FITTINGS FOR ELLS, TEES, COUPLERS & PVC ADAPTERS - PROVIDE METAL HOLD DOWN STAKES EVERY 5'-0.C. AND CHANGES IN DIRECTION - INSTALL DRIPLINE TUBING WITH 4-INCHES OF SOIL COVER NOTE: DRIP LINE AREAS ARE SCHEMATICALLY SHOWN WITH ALTERNATING HATCHING TO DELINEATE VALVE STATION AREA SEPARATIONS
	CONTROL WIRE SLEEVE UNDER PAVED AREA		10 / L-750	SCHEDULE 40 PVC - 2-INCH MINIMUM (2-INCH ABBREVIATED ON DRAWING AS "2SL") - SIZE SLEEVING (NOTED IN INCHES) AS SHOWN ON DRAWINGS AND IRRIGATION SLEEVE SIZES CHART, SHEET L-700A
	PIPING SLEEVE UNDER PAVED AREA		10 / L-750	SCHEDULE 40 PVC - 4-INCH MINIMUM SIZE (4-INCH ABBREVIATED ON DRAWING AS "4SL") - SIZE SLEEVING (NOTED IN INCHES) AS SHOWN ON DRAWINGS AND IRRIGATION SLEEVE SIZES CHART, SHEET L-700A

NOTES:
* PROVIDE LANDSCAPE FABRIC MODEL NUMBER 140N, AS MANUFACTURED BY MIRAFI, OR APPROVED EQUAL - TYPICAL FOR ALL ROUND AND RECTANGULAR VALVE BOX INSTALLATIONS.
** THE IRRIGATION CONTRACTOR SHALL ADJUST EACH PRESSURE REGULATING MODULE AT EACH ELECTRIC CONTROL VALVE SO THAT THE SPRINKLER HEAD FURTHEST AND HIGHEST IN ELEVATION FROM ITS RESPECTIVE CONTROL VALVE OPERATES WITHIN THE OPERATING PRESSURE SHOWN ON THE IRRIGATION LEGEND - NOT TO EXCEED FIVE (5) PSI ABOVE THE GIVEN OPERATING PRESSURE.

VALVE CALLOUT LEGEND



INDICATES FLOW IN GPM FOR ELECTRIC CONTROL VALVE
INDICATES IRRIGATION SPRINKLER CONTROLLER STATION NUMBER
INDICATES PLANT WATER USE CATEGORY (L= LOW, M=MODERATE, H=HIGH, WATER USE)
INDICATES ELECTRIC CONTROL VALVE SIZE
INDICATES PRECIPITATION RATE

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Sheet Title
IRRIGATION LEGEND AND NOTES

Sheet No
L-700A

DRIP IRRIGATION NOTES - POTABLE WATER

1. PROVIDE DRIPLINE EMITTER TUBING SYSTEM FOR PLANTING AREAS AS SHOWN ON DRAWINGS.
2. DRIPLINE IS SHOWN SCHEMATICALLY FOR CLARITY. INSTALL DRIPLINE TUBING AND NON-PRESSURE LATERAL LEAD LINE PIPING IN LANDSCAPE AREAS AND ADJACENT TO SELECTED PLANT MATERIAL AS SHOWN IN DETAILS.
3. DRIPLINE VALVE STATION CALLOUTS INDICATE THE APPROXIMATE SIZE OF THE DRIPLINE AREA OF COVERAGE ASSIGNED TO EACH VALVE. THE APPROXIMATE LENGTH OF DRIPLINE TUBING ASSIGNED TO EACH VALVE STATION IS PROVIDED FOR ESTIMATE PURPOSES ONLY. CONTRACTOR SHALL PROVIDE AND INSTALL THE REQUIRED AMOUNT OF DRIPLINE TUBING AS REQUIRED TO PROPERLY IRRIGATE ASSIGNED LANDSCAPE AREAS WITH THE EMITTER SPACING AND DRIPLINE TUBING ROW SPACING AS INDICATED IN THE EQUIPMENT LEGEND ON SHEET L-700A.
4. REFER TO PLANTING LEGEND FOR PLANT MATERIAL NAMES, ABBREVIATIONS, SPECIFIC SIZES, ON-CENTER SPACING, AND ADDITIONAL INFORMATION.
5. DO NOT INSTALL DRIPLINE TUBING UNDER PAVED SURFACES. CONNECT DRIPLINE TUBING TO SCHEDULE 40 PVC LATERAL LINE PIPING FOR ROUTING UNDER PAVED SURFACES AND SCHEDULE 80 PVC PIPING ROUTING THROUGH PLANTER WALLS. ADAPT DRIPLINE TUBING TO PVC PIPING AS REQUIRED WITH COMPRESSION ADAPTER FITTINGS.
6. CONNECT DRIPLINE PIPING TO PRESSURE REGULATOR UNITS WITH SCHEDULE 40 PVC MALE ADAPTER FITTINGS AND COMPRESSION ADAPTER FITTINGS.
7. PROVIDE COMPRESSION SERIES FITTINGS FOR TUBING TO TUBING CONNECTIONS AND CONNECTIONS TO PVC PIPING AS INDICATED IN THE EQUIPMENT LEGEND ON SHEET L-700A.
8. PROVIDE ONE (1) EMISSION OUTLET EMITTER TO EVERY VINE LOCATED WITHIN DRIPLINE AREA, SPACED AT 6-INCHES CLEAR FROM STEM. CONNECT DRIP EMITTERS AND PVC DISTRIBUTION TUBING TO DRIPLINE TUBING WITH BARBED ADAPTERS AT LOCATION WHERE REQUIRED.

IRRIGATION DESIGN INTENT

1. THIS IRRIGATION SYSTEM IS DESIGNED FOR USE WITH POTABLE WATER.
2. THE LANDSCAPE CONTRACTOR TO PROVIDE A COMPLETE NEW AND AUTOMATIC IRRIGATION SYSTEM WITH 100% IRRIGATION COVERAGE FOR EL CONEJO PARK LANDSCAPE.
3. IRRIGATION SYSTEM TO BE DESIGNED TO NOT ALLOW OVER-SPRAY OR EXCESS RUNOFF ONTO IMPERVIOUS SURFACES.
4. PLANTS SELECTED FOR HARDINESS AND LOW WATER REQUIREMENTS.

IRRIGATION SYSTEM DESCRIPTION - POTABLE WATER

1. LANDSCAPE WATER USE SHALL COMPLY WITH THE CITY'S WATER EFFICIENCY ORDINANCE AND LANDSCAPE WATER CONSERVATION STANDARDS. THIS PROJECT IS CURRENTLY ESTIMATED TO BE OPERATING AT XX% UNDER THE MAXIMUM ANNUAL WATER ALLOWANCE (MAWA).
2. NEW IRRIGATION SYSTEM IMPROVEMENTS ARE SUPPLIED WITH POTABLE WATER. A DEDICATED POTABLE WATER POINT-OF-CONNECTION WITH A EXISTING BACKFLOW PREVENTER, MASTER VALVE AND FLOW SENSOR TO PROVIDE IRRIGATION WATER TO LANDSCAPE PLANTING AREAS.
3. LANDSCAPE AREAS ARE IRRIGATED WITH NEW HIGH EFFICIENCY DRIPLINE EMITTER TUBING ON SEPARATE LANDSCAPE HYDROZONES WHERE SHOWN. LANDSCAPE SHRUB AREAS ARE IRRIGATED WITH DRIPLINE EMITTER TUBING IN ADDITION TO SUPPLEMENTAL POINT-TO-POINT DRIP EMITTERS FOR VINES. TURF IS IRRIGATED WITH HIGH-EFFICIENT OSCILLATING SPRAY NOZZLES THAT COMPLY WITH THE AGENCY WATER EFFICIENCY ORDINANCE.
4. BALL VALVES ARE LOCATED THROUGHOUT THE SYSTEM TO PROVIDE FOR PARTIAL SHUTDOWN OF THE SYSTEM.

IRRIGATION WATER USE CALCULATIONS - POTABLE WATER

Model Water Efficient Landscape Ordinance (MWELO) Worksheet

El Canejo Park - Laguna Hills, CA

Point-of-Connections: System 'A'

Maximum Applied Water Allowance (MAWA)

Total MAWA = (ETo)(0.62)[(ETAF)(LA)+(1-ETAF)(SLA)= Gallons per Year for LA+SLA

Where:
MAWA = Maximum Applied Water Allowance (gallons per year)
EAWU = Estimated Applied Water Use (gallons per year)
ETo = Reference Evapotranspiration (43.2 inches per year)
0.45 = ET Adjustment Factor (ETAF)
1.00 = ET Adjustment Factor (ETAF) for Special Landscape Area
LA = Landscape Area (square feet)
0.62 = Conversion factor (to gallons per square foot)
SLA = Special Landscape Area (square feet)
Billing Unit = 1 Hundred Cubic feet (HCF) or 748 gallons

Maximum Applied Water Allowance (MAWA):

	ETo		ETAF		LA or SLA (SF)		Conversion	MAWA (Gallons Per Year)
MAWA for LA =	43.2	x	0.45	x	3,440	x	0.62	41,462
MAWA for SLA =	43.2	x	1.00	x	796	x	0.62	21,320
Total Landscape Area (SF) =					4,236	Total MAWA =		62,782 gallons per year
						=		84 Billing units

Estimated Applied Water Use (EAWU):

PF = Plant Factor (range = 0.0 to 1.0)
LA = Landscape Area (square feet)
0.62 = Conversion factor (to gallons per square foot)
IE = Irrigation Efficiency = IME x DU
Kd = Density Factor (range = 0.5 to 1.3) (See WUCOLS for density ranges)
Kmc = Microclimate Factor (range = 0.5 to 1.4) (See WUCOLS for density ranges)

EAWU = [(ETo)(0.62)][(PF/IE x LA/IE) + SLA] = Gallons per Year

	ETo		PF		LA		Conversion		IE		ETWU (Gallons Per Year)
Special Landscape Area	43.2	x	1.0	x	796	x	0.62	÷	1.00	=	21,320
Cool Season Turf (spray)	43.2	x	0.8	x	0	x	0.62	÷	0.75	=	0
Moderate Using Shrub (drip)	43.2	x	0.5	x	0	x	0.62	÷	0.81	=	0
Low Using Shrub (drip)	43.2	x	0.3	x	3,344	x	0.62	÷	0.81	=	33,172
Moderate Using Trees (6 ea.)	43.2	x	0.4	x	96	x	0.62	÷	0.75	=	1,371
Water Feature/ Pool	43.2	x	0.8	x	0	x	0.62	÷	0.75	=	0
					4,236 SF			Total EAWU		=	55,864 gallons per year
										=	75 Billing units

The EAWU (55,864 gallons per year) is less than the MAWA (62,782 gallons per year).
The project's Landscape Estimate of Applied Water Use complies with the City's Water Efficient Landscape Ordinance.

IRRIGATION GENERAL NOTES - POTABLE WATER

1. THIS IRRIGATION SYSTEM IS DESIGNED FOR USE WITH POTABLE WATER.
2. INSTALL POP-UP SPRINKLER HEADS POSITIONED WITHIN SHRUB OR GROUND COVER AREAS WITH THE TOP OF SPRINKLER ABOVE FINISH GRADE AS SHOWN IN THE DETAILS.
3. SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE OF AREA TO BE IRRIGATED UNLESS INDICATED OTHERWISE ON DRAWINGS.
4. WHEN VERTICAL OBSTRUCTIONS (SITE HARDSCAPE ELEMENTS, FIRE HYDRANTS, TREES, LIGHT POLES, ETC.) INTERFERE WITH THE SPRINKLER HEAD PATTERN OF COVERAGE, ADJUST SPRINKLER SYSTEM LAYOUT BY INSTALLING A QUARTER CIRCLE, HALF CIRCLE OR ADJUSTABLE CIRCLE SPRINKLER HEAD ON EACH SIDE OF OBSTRUCTION IN ORDER TO PROVIDE PROPER COVERAGE. PERFORM SPRINKLER LAYOUT ADJUSTMENT AT NO COST TO THE OWNER.
5. SPRINKLER SYSTEM IS BASED ON MINIMUM PRESSURE AND MAXIMUM FLOW DEMAND SHOWN ON IRRIGATION DRAWINGS. REFER TO POINT-OF-CONNECTION NOTES. VERIFY PERMANENT WATER PRESSURE BEFORE THE START OF CONSTRUCTION. REPORT DIFFERENCES BETWEEN WATER PRESSURE INDICATED ON DRAWINGS AND ACTUAL SITE PRESSURE READING AT IRRIGATION POINT-OF-CONNECTION TO OWNER'S AUTHORIZED REPRESENTATIVE FOR RESOLUTION. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR REVISIONS.
6. THIS IRRIGATION DESIGN IS SCHEMATIC. PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY. INSTALL PIPING AND IRRIGATION FACILITIES WITHIN PLANTING AREAS WHERE POSSIBLE. AVOID CONFLICTS BETWEEN SPRINKLER SYSTEM, LANDSCAPE PLANTING, SITE IMPROVEMENTS, AND ARCHITECTURAL FEATURES.
7. FLUSH AND ADJUST SPRINKLER HEADS FOR OPTIMUM PERFORMANCE. PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, WALLS, FENCES AND BUILDINGS. SELECT THE MOST APPROPRIATE PART CIRCLE PATTERN NOZZLE TO FIT THE SITE CONDITIONS AND THROTTLE THE FLOW CONTROL ADJUSTMENT AT EACH CONTROL VALVE TO OBTAIN OPTIMUM SPRINKLER HEAD PRESSURE.
8. DO NOT WILLFULLY INSTALL SPRINKLER SYSTEM AS INDICATED ON DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT EXISTING OBSTRUCTIONS, GRADE DIFFERENCES IN AREA DIMENSIONS, AND OTHER SITE SPECIFIC INFORMATION THAT MIGHT NOT HAVE BEEN CONSIDERED DURING DESIGN. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE OF SUCH OBSTRUCTIONS OR DIFFERENCES FOR RESOLUTION. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR REVISIONS.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH GRADE DIFFERENCES, WALL/HARDSCAPE LOCATIONS, ETC. COORDINATE WORK FOR THE INSTALLATION OF IRRIGATION PIPE SLEEVES THROUGH WALLS, UNDER PAVEMENT AND STRUCTURES, ETC.
10. CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF SUFFICIENTLY SIZED SLEEVES FOR CONTROL WIRES AND NON-PRESSURE LATERAL LINE PIPING UNDER PAVED AREAS, IN ADDITION TO CONTROL WIRES AND LATERAL LINE PIPING SLEEVES SHOWN ON THE DRAWINGS.
11. INSTALL PIPING, RELATED MATERIALS AND EQUIPMENT AS SHOWN ON THE DRAWINGS. USE TEFLON TAPE ON PVC MALE PIPE THREADS, INCLUDING SPRINKLER SWING JOINT AND VALVE ASSEMBLIES. DO NOT USE PIPE DOPE.
12. TEST ALL PRESSURE MAIN LINES UNDER HYDROSTATIC PRESSURE OF 150 PSI FOR A PERIOD OF 3 HOURS. TESTING OF PRESSURE MAIN LINE PIPING SHALL OCCUR PRIOR TO THE INSTALLATION OF ANY ELECTRIC CONTROL VALVE, BASKET STRAINERS, QUICK COUPLING VALVES AND OTHER PRESSURE-SIDE IRRIGATION FACILITIES. PRESSURE TESTING RESULTS, IN WRITING, SHALL BE SUBMITTED TO OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO BACKFILLING.
13. THE ESTABLISHMENT OF AUTOMATIC SEASONAL ADJUSTMENTS AND BASIC CONTROLLER PROGRAMMING IS THE RESPONSIBILITY OF THE CONTRACTOR. MAKE ARRANGEMENTS WITH THE APPROPRIATE FIELD TECHNICIAN FOR A SITE VISIT ON INSTRUCTION OF ESTABLISHING AUTOMATIC CONTROLLER BASIC PROGRAMMING INFORMATION AND AUTOMATIC SEASONAL SCHEDULING. CONTROLLER PROGRAMMING INFORMATION REQUIRED INCLUDES, BUT IS NOT LIMITED TO; PRECIPITATION RATES, PLANT WATER-USE FACTORS, SYSTEM EFFICIENCY RATINGS, FLOW SENSOR CALIBRATION, AND MONTHLY HISTORIC DATA.

IRRIGATION MAINTENANCE SCHEDULE

1. LANDSCAPES SHALL BE MAINTAINED TO ENSURE WATER EFFICIENCY. A REGULAR MAINTENANCE SCHEDULE SHALL INCLUDE BUT NOT BE LIMITED TO CHECKING, ADJUSTING, AND REPAIRING IRRIGATION EQUIPMENT; RESETTING REPLENISHING MULCH; FERTILIZING; PRUNING; AND WEEDING IN ALL LANDSCAPE AREAS.
2. WHENEVER POSSIBLE, REPAIR OF THE IRRIGATION EQUIPMENT SHALL BE DONE WITH THE ORIGINALLY SPECIFIED MATERIALS OR THEIR EQUIVALENT SPECIFICATION.

IRRIGATION AUDIT SCHEDULE

1. AT A MINIMUM, AUDITS SHALL BE IN ACCORDANCE WITH THE STATE OF CALIFORNIA LANDSCAPE AUDITOR HANDBOOK.
2. AUDITS SHALL BE CONDUCTED BY A STATE CERTIFIED LANDSCAPE IRRIGATION AUDITOR AT LEAST ONCE EVERY FIVE YEARS AND SUBMITTED TO THE LOCAL WATER PURVEYOR.

SOIL SPECIFICATION/ ANALYSIS SAMPLE

1. PROVIDE SOIL SPECIFICATIONS OF IMPORT SOIL OR PROVIDE SOIL ANALYSIS IF USING ON SITE SOIL. THE SOIL INFORMATION MUST INCLUDE: SOIL TEXTURE (% OF ORGANIC MATTER), INFILTRATION RATE (OR ESTIMATED RANGE), PH & TOTAL SOLUBLE SALTS, INDICATE IF MULCH, SOIL AMENDMENTS OR OTHER MATERIAL WILL BE USED OR REQUIRED.

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Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

811 Know what's below. Call before you dig.

Revisions

No	Date	Description

EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	NONE

Sheet Title
IRRIGATION NOTES AND WATER USE DATA

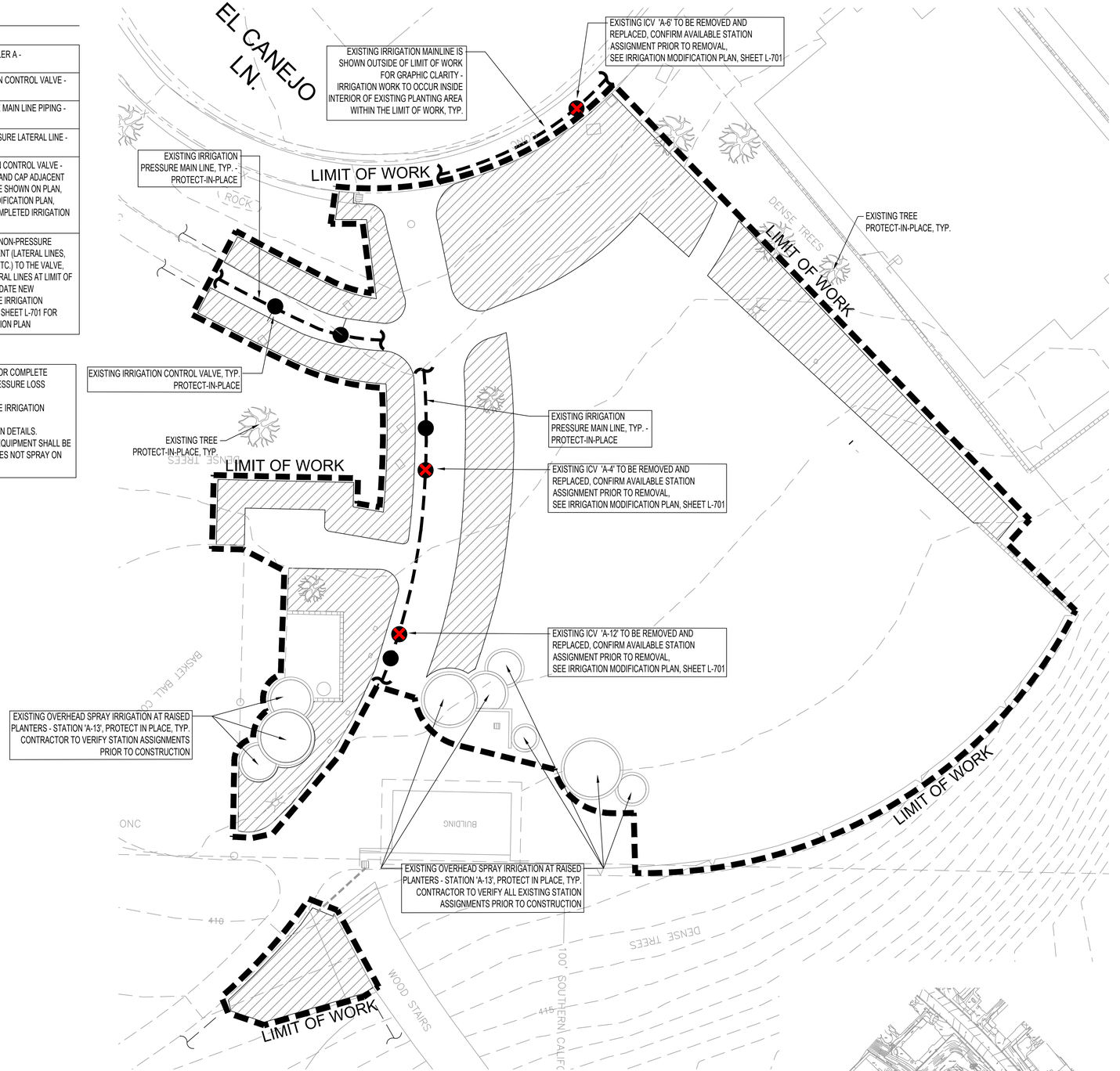
Sheet No
L-700B

LEGEND

SYMBOL	DESCRIPTION
NONE SHOWN	EXISTING CONTROLLER A - PROTECT-IN-PLACE
●	EXISTING IRRIGATION CONTROL VALVE - PROTECT-IN-PLACE
	EXISTING PRESSURE MAIN LINE PIPING - PROTECT-IN-PLACE
	EXISTING NON-PRESSURE LATERAL LINE - PROTECT-IN-PLACE
	EXISTING IRRIGATION CONTROL VALVE - REMOVE COMPLETE AND CAP ADJACENT LATERAL LINE WHERE SHOWN ON PLAN, SEE IRRIGATION MODIFICATION PLAN, SHEET L-701 FOR COMPLETED IRRIGATION PLAN
	REMOVE COMPLETE NON-PRESSURE IRRIGATION EQUIPMENT (LATERAL LINES, SPRINKLER HEADS, ETC.) TO THE VALVE, CAP ADJACENT LATERAL LINES AT LIMIT OF WORK TO ACCOMMODATE NEW IMPROVEMENTS - SEE IRRIGATION MODIFICATION PLAN, SHEET L-701 FOR COMPLETED IRRIGATION PLAN

NOTES

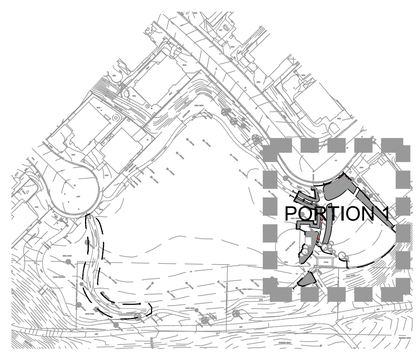
1. REFER TO SHEET L-700A AND L-700B FOR COMPLETE IRRIGATION LEGEND, NOTES, AND PRESSURE LOSS CALCULATIONS.
2. REFER TO SHEET L-701 FOR COMPLETE IRRIGATION MODIFICATION PLAN.
3. REFER TO SHEET L-750 FOR IRRIGATION DETAILS.
4. AUTOMATIC LANDSCAPE IRRIGATION EQUIPMENT SHALL BE INSTALLED IN SUCH A WAY THAT IT DOES NOT SPRAY ON THE HARDSCAPE.



PORTION 1

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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IRRIGATION DEMO PLAN

Sheet No
L-700C

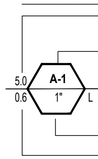
IRRIGATION CONSTRUCTION MODIFICATION NOTES

1. THE CONTRACTOR SHALL ENSURE THE FUNCTIONALITY/ OPERABILITY OF THE EXISTING IRRIGATION SYSTEM PRIOR TO ANY CONSTRUCTION. WHERE THE NEW IMPROVEMENTS IMPACT THE PERFORMANCE OF THE EXISTING IRRIGATION SYSTEM THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR/ RELOCATE EXISTING NON-PRESSURE LATERAL LINES AND POP-UP SPRAY/ OVERHEAD IRRIGATION. THE MODIFICATION OF THE EXISTING IRRIGATION SYSTEM SHALL BE INSTALLED TO PROVIDE HEAD TO HEAD 100% COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, SIGNS, AND HARDSCAPE. WHERE EXISTING VALVES SERVING TURF IRRIGATION ARE TO REMAIN, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NEW IRRIGATION HEADS/ ROTORS, NOZZLES, PRESSURE MAINLINE AND NON-PRESSURE LATERAL LINE PIPE TO ENSURE FUNCTIONALITY OF THE SYSTEM.
2. SECURE PERMISSION FROM THE OWNER AND PARK MAINTENANCE STAFF TO SHUT OFF THE IRRIGATION WATER SUPPLY TO PORTIONS OF THE SITE. IN THE EVENT THAT IT IS NECESSARY CONTRACTOR TO PROVIDE HAND WATERING OR ALTERNATIVE METHODS TO IRRIGATE EXISTING PLANTING AREAS SERVED BY THE AFFECTED PORTION OF THE IRRIGATION SYSTEM.
3. CONTRACTOR TO LOCATE AND FIELD VERIFY EXISTING RECYCLED WATER BACKFLOW PREVENTER ASSEMBLY FOR EXISTING IRRIGATION SYSTEM AND IRRIGATION SYSTEM IMPROVEMENTS, NOT SHOWN ON PLANS. CONTRACTOR TO VERIFY EXISTING BACKFLOW PREVENTER ASSEMBLIES ARE INSTALLED PER CODE AND REQUIRE NO SERVICE OR REPAIR THAT WOULD PREVENT INSTALLATION OR CONNECTION PER PLAN.
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5. REPAIR DAMAGE TO EXISTING PLANTING AREA FINISH GRADES CAUSED BY LANDSCAPE CONSTRUCTION OPERATIONS. PROVIDE ADDITIONAL SOIL COMPACTION AS REQUIRED TO REPAIR THE SETTLING OF GRADES TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT AND OWNER.
6. REPLACE AND / OR REPAIR DAMAGE TO EXISTING IRRIGATION SYSTEM CAUSED BY INSTALLATION OF NEW IRRIGATION SYSTEM.
7. CONTRACTOR TO VERIFY AND PROVIDE WRITTEN REPORT TO OWNER THAT EXISTING SYSTEM IS IN PROPER WORKING ORDER REQUIRING NO REPAIRS PRIOR TO CONNECTION OF NEW IMPROVEMENTS.
8. ANY DAMAGE TO LANDSCAPE OR IRRIGATION OUTSIDE THE LIMITS OF WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

EQUIPMENT LEGEND

SYMBOL	DESCRIPTION
NONE SHOWN	EXISTING CONTROLLER A
●	ELECTRIC CONTROL VALVE
●	EXISTING ELECTRIC CONTROL VALVE
⋈	GATE VALVE
	EXISTING PRESSURE MAIN LINE PIPING
	PRESSURE MAIN LINE - SIZE NOTED
	NON-PRESSURE LATERAL LINE PIPING - SIZE NOTED
	WIRE SLEEVE - SIZE NOTED
	PIPE SLEEVE - SIZE NOTED
Φ ΦQ	OVERHEAD SPRAY NOZZLES - SEE "SPRAY SPRINKLER LEGEND" SHEET I-700A
	EXISTING NON-PRESSURE LATERAL LINE - PROTECT-IN-PLACE
	EXISTING OVERHEAD SPRAY BODIES - PROTECT-IN-PLACE
	EXISTING NON-PRESSURE LATERAL LINE CONNECTION TO NEW NON-PRESSURE LATERAL LINE PIPING

VALVE CALLOUT LEGEND

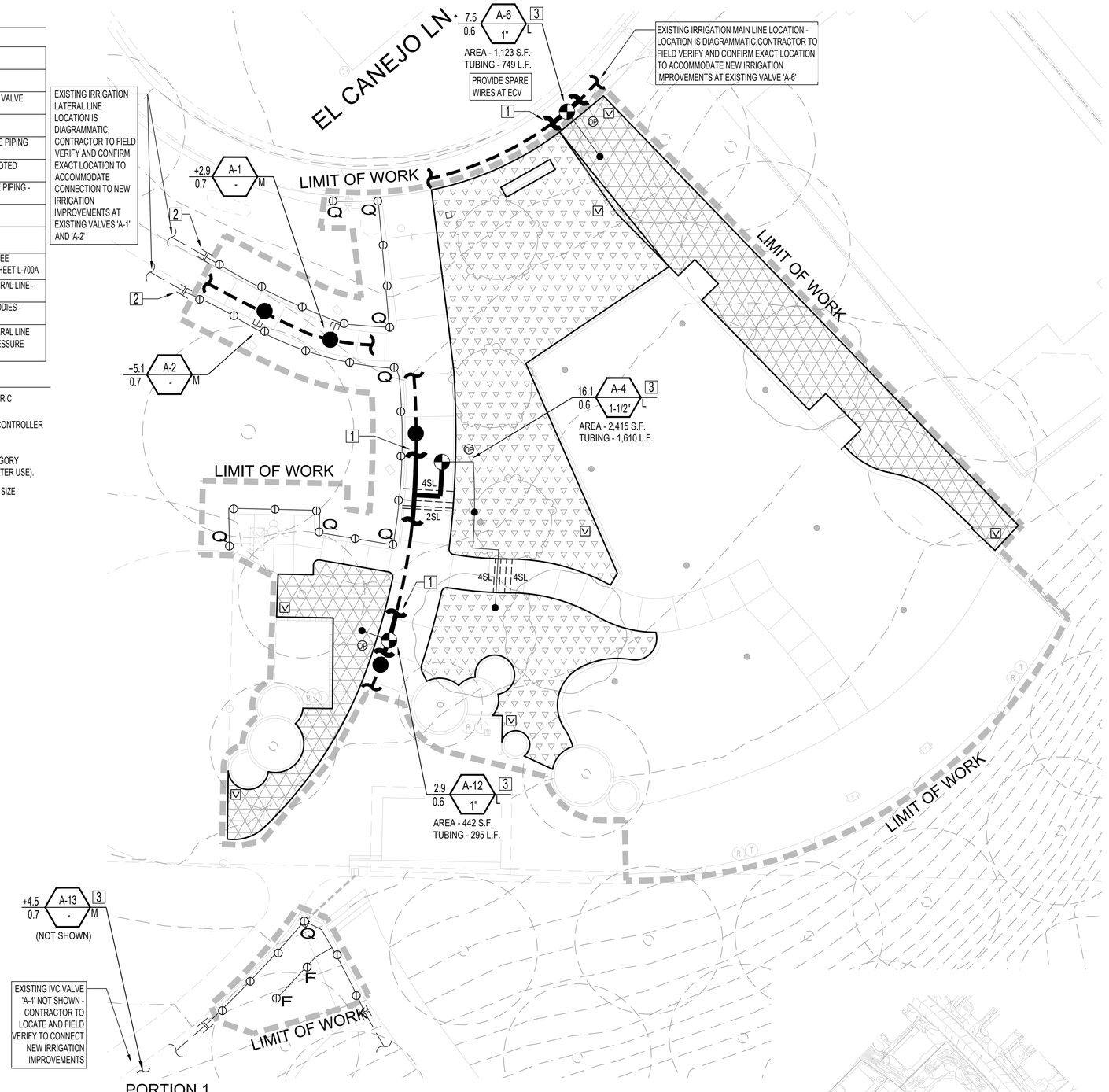


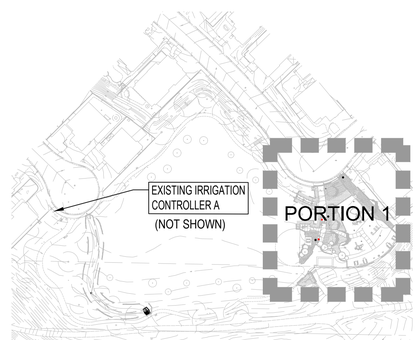
- INDICATES FLOW IN GPM FOR ELECTRIC CONTROL VALVE
- INDICATES IRRIGATION SPRINKLER CONTROLLER STATION NUMBER
- INDICATES PLANT WATER USE CATEGORY (L= LOW, M=MODERATE, H=HIGH, WATER USE).
- INDICATES ELECTRIC CONTROL VALVE SIZE
- INDICATES PRECIPITATION RATE

IRRIGATION CONSTRUCTION NOTES

1	LOCATE AND INTERCEPT EXISTING MAIN LINE PIPING AND CONNECT NEW MAIN LINE PIPING - ADAPT NEW PIPING AS REQUIRED FOR PERMANENT CONNECTION - PROTECT IN PLACE EXISTING CONTROLLER WIRES LOCATED WITH MAIN LINE
2	LOCATE AND INTERCEPT EXISTING LATERAL LINE PIPING AND CONNECT NEW LINE SIZE LATERAL LINE PIPING TO EXISTING OVERHEAD SPRAY SPRINKLERS AND INSTALL SLEEVES UNDER HARDSCAPE AS SHOWN PER PLAN
3	VERIFY EXISTING IRRIGATION VALVE ASSIGNMENTS AND CONNECT NEW ECV TO NEXT AVAILABLE STATION AT EXISTING IRRIGATION CONTROLLER 'A' - INSTALL ADD-A-ZONE MODEL NO. RCO860009 SERIES STATION MULTIPLIER AT NEW VALVE

VERIFY THE ACTUAL P.O.C. LOCATION, SIZE AND STATIC WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF THERE ARE ANY DISCREPANCIES WITH THE P.O.C. INFORMATION SHOWN HEREIN WITH THAT OF ACTUAL P.O.C. INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE P.O.C. INFORMATION, ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.





KEYMAP

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0 5' 10' 20'

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Sheet Title
IRRIGATION MODIFICATION PLAN – BASE BID

Sheet No
L-701

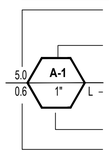
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	EXISTING ELECTRIC CONTROL VALVE
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	EXISTING PRESSURE MAIN LINE PIPING
	PRESSURE MAIN LINE - SIZE NOTED
	NON-PRESSURE LATERAL LINE PIPING - SIZE NOTED
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	PIPE SLEEVE - SIZE NOTED
Q	OVERHEAD SPRAY NOZZLES - SEE "SPRAY SPRINKLER LEGEND" SHEET I-700A
	EXISTING NON-PRESSURE LATERAL LINE - PROTECT-IN-PLACE
	EXISTING OVERHEAD SPRAY BODIES - PROTECT-IN-PLACE
	EXISTING NON-PRESSURE LATERAL LINE CONNECTION TO NEW NON-PRESSURE LATERAL LINE PIPING

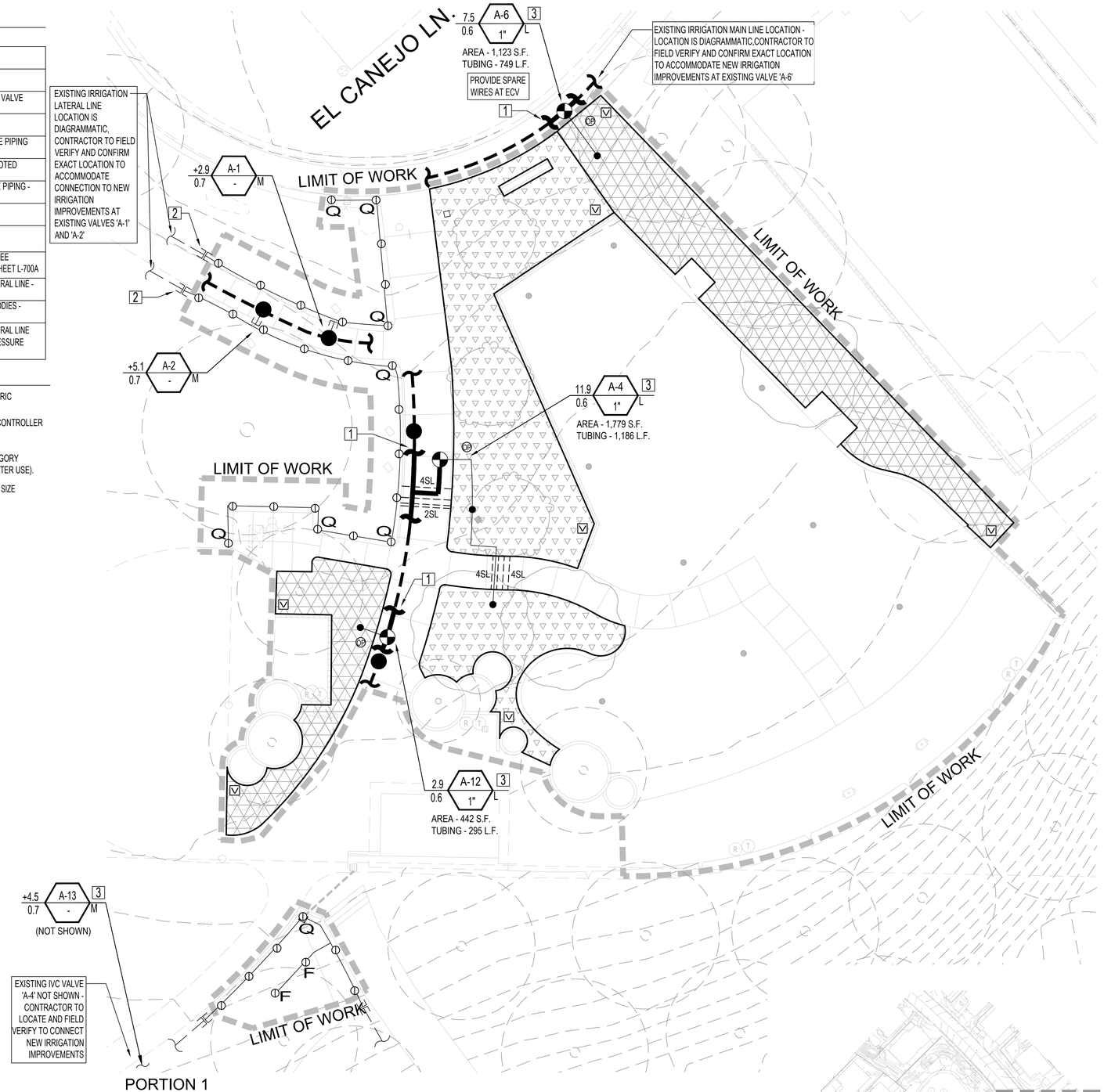
VALVE CALLOUT LEGEND

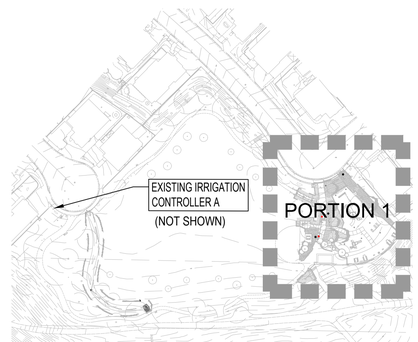


IRRIGATION CONSTRUCTION NOTES

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Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5408
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

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Revisions

No	Date	Description

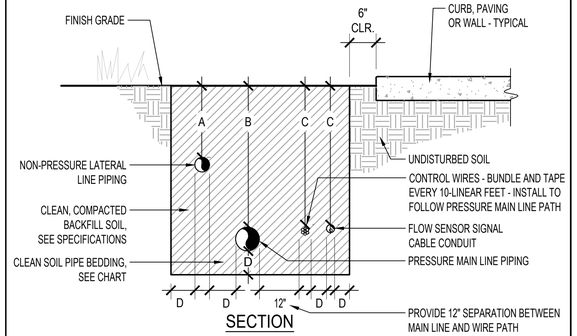
EL CONEJO PARK
25601 El Conejo Ln,
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Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
Drawn	SJ
Checked	XX
Date	04/14/26
Scale	1"=10'-0"

Sheet Title
IRRIGATION MODIFICATION PLAN - ADDITIVE BID

Sheet No
L-702



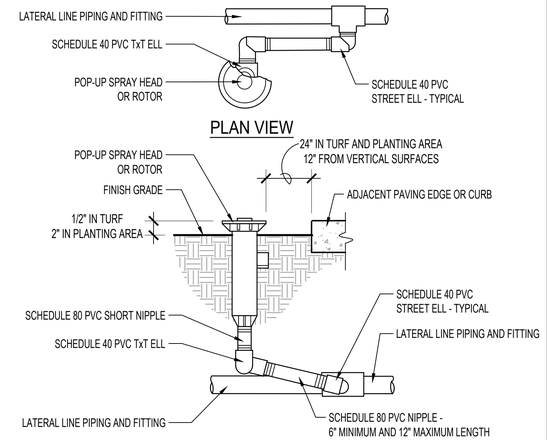
SECTION

PIPE SIZE (DIA.)	A	B	C	D
3/4" TO 2-1/2"	12"	18"	18"	4"
3" AND 4"	18"	24"	24"	4"
6" AND LARGER	X	30"	24"	6"

NOTES:
1. LOCATE SIGNAL CABLE WITH MAIN LINE AND CONTROL WIRE TRENCH WHERE POSSIBLE.
2. COORDINATE TRENCHING WITH ALL OTHER EXISTING/ NEW UTILITIES AND UNDERGROUND STRUCTURES.

P-E-34

9 PIPE INSTALLATION N.T.S.



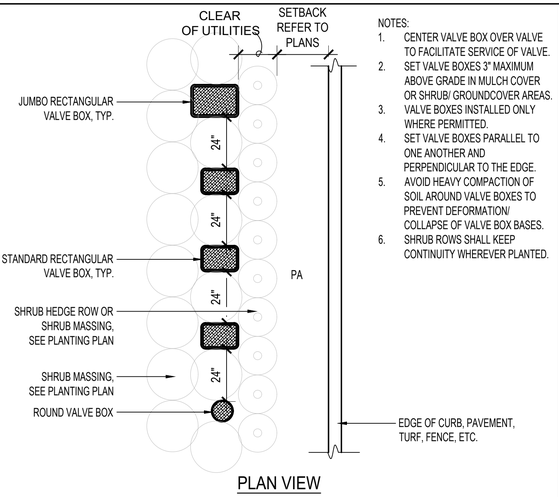
PLAN VIEW

SECTION

NOTE:
1. USE TEFLON TAPE ON ALL THREADED FITTINGS.

P-E-32

7 POP-UP SPRINKLER N.T.S.

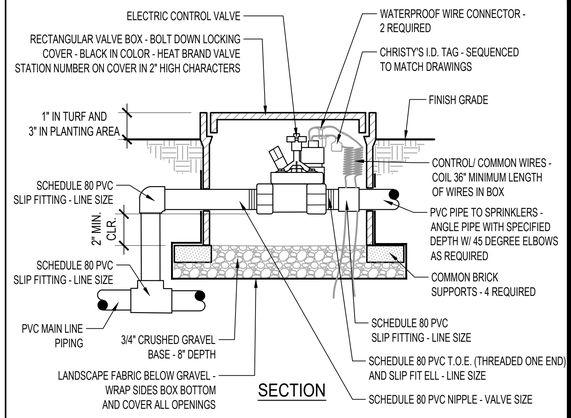


NOTES:
1. CENTER VALVE BOX OVER VALVE TO FACILITATE SERVICE OF VALVE.
2. SET VALVE BOXES 3" MAXIMUM ABOVE GRADE IN MULCH COVER OR SHRUB/ GROUNDCOVER AREAS.
3. VALVE BOXES INSTALLED ONLY WHERE PERMITTED.
4. SET VALVE BOXES PARALLEL TO ONE ANOTHER AND PERPENDICULAR TO THE EDGE.
5. AVOID HEAVY COMPACTION OF SOIL AROUND VALVE BOXES TO PREVENT DEFORMATION/ COLLAPSE OF VALVE BOX BASES.
6. SHRUB ROWS SHALL KEEP CONTINUITY WHEREVER PLANTED.

PLAN VIEW

P-E-26

4 VALVE BOX LAYOUT N.T.S.



SECTION

P-E-24

1 ELECTRIC CONTROL VALVE N.T.S.

SECTION

SLEEVE LOCATION	A	B	C	D
BELOW PEDESTRIAN PAVING	12"	24"	24"	4"
BELOW VEHICULAR PAVING	24"	36"	36"	6"

NOTES:
1. PIPING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' INSTALLATION SPECIFICATIONS.
2. MAIN LINE, LATERAL LINES AND CONTROL WIRES SHALL BE SLEEVED BELOW HARDSCAPE ELEMENTS WITH SCHEDULE 40 PVC, 2-TIMES THE DIAMETER OF THE PIPE OR WIRE BUNDLE WIDTH.
3. SLEEVES SHALL EXTEND 12" PAST THE EDGE OF PAVING INTO PLANTING AREA OR TURF.

P-E-35

10 SLEEVE INSTALLATION N.T.S.

PLAN VIEW

SECTION

NOTE:
1. USE TEFLON TAPE ON ALL THREADED FITTINGS.

P-E-33

8 POP-UP STREAM ROTOR N.T.S.

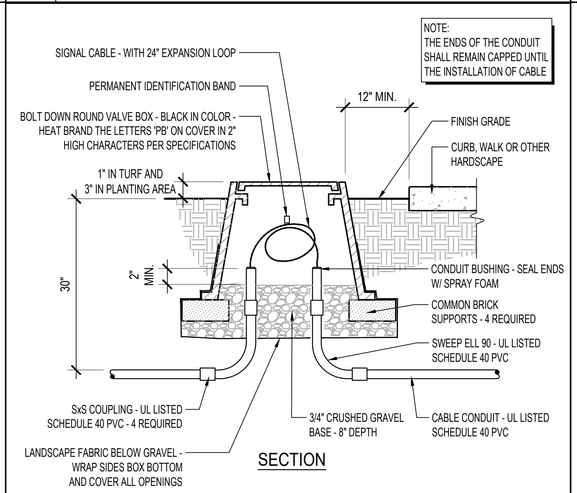
P-E-27

5 3M "DBR/Y-6" WIRE CONNECTOR N.T.S.

SECTION

P-E-25

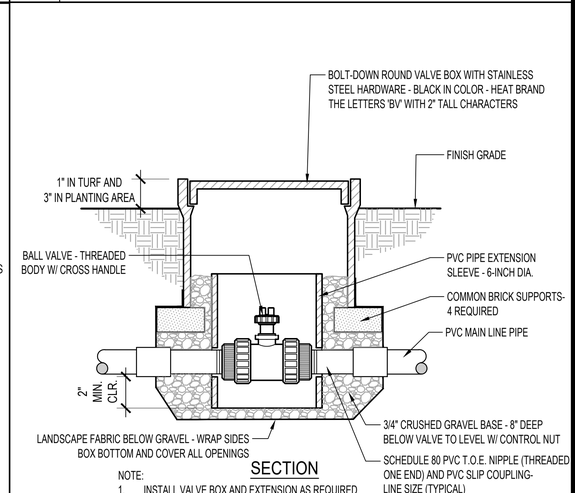
2 ELECTRIC CONTROL VALVE - DRIP N.T.S.



SECTION

P-E-23

6 SIGNAL CABLE PULL BOX N.T.S.



SECTION

NOTE:
1. INSTALL VALVE BOX AND EXTENSION AS REQUIRED TO POSITION VALVE AT MAIN LINE PIPE DEPTH.

P-E-22

3 BALL VALVE N.T.S.

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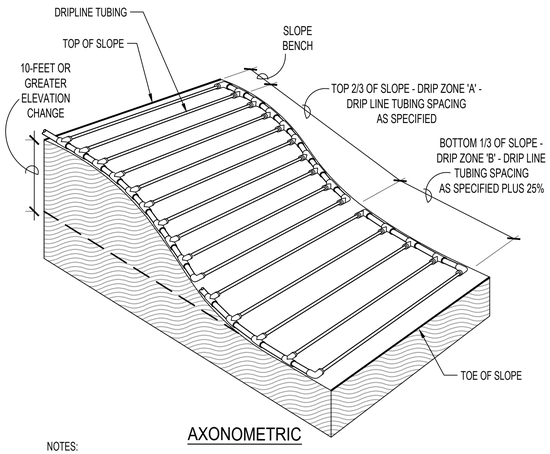
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Sheet Title
IRRIGATION DETAILS

Sheet No
L-750

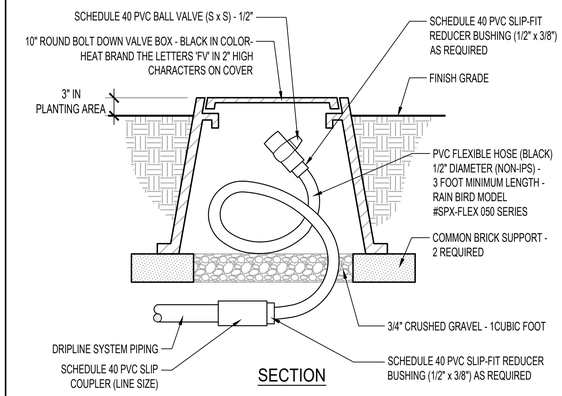


AXONOMETRIC

NOTES:
1. SEE EQUIPMENT LEGEND FOR DRIPLINE TUBING SPACING AND SPECIFICATION INFORMATION.
2. DRIP ZONE 'A' AND 'B' REPRESENT SEPARATE DRIP ZONES ON SEPARATE VALVES. SEE PLAN FOR DRIP ZONE LOCATIONS.

P-E-31

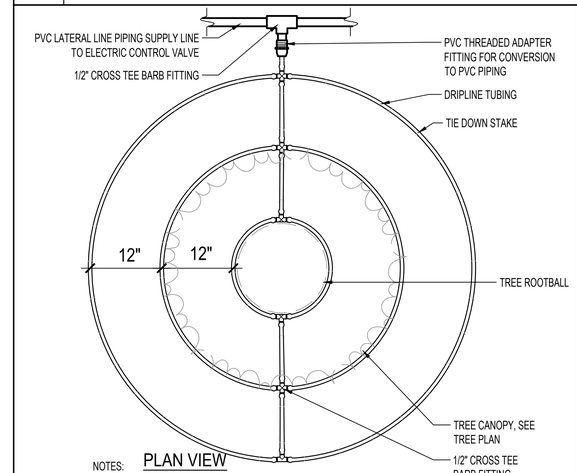
4 DRIP IRRIGATION ON SLOPE N.T.S.



SECTION

P-E-28

1 FLUSHOUT - DRIP SYSTEM N.T.S.

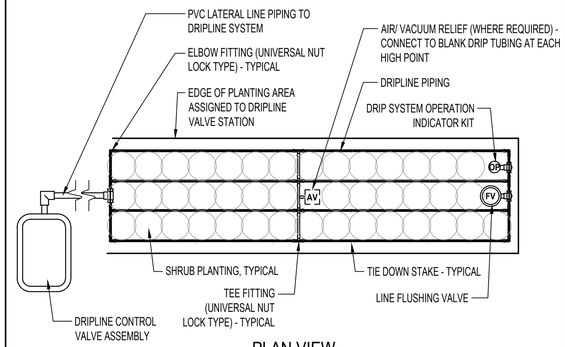


PLAN VIEW

NOTES:
1. PROVIDE AND INSTALL (2) RINGS FOR 15 GALLON TREES.
2. PROVIDE AND INSTALL (3) RINGS FOR 24" BOX TREES.
3. PROVIDE AND INSTALL (4) RINGS FOR 60" BOX TREES.

P-E-36

5 TREE IRRIGATION - DRIPLINE N.T.S.

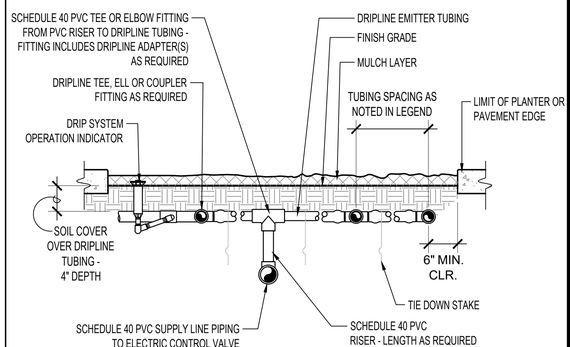


PLAN VIEW

NOTES:
1. SEE EQUIPMENT LEGEND FOR DRIPLINE AND PLANT MATERIAL ASSIGNMENT.
2. SEE STATION CALLOUTS ON PLAN SHEETS FOR SPECIFIC VALVE PERFORMANCE REQUIREMENTS AND CONFIGURATION OF DRIPLINE.
3. PROVIDE COUPLING FITTING (UNIVERSAL NUT LOCK) - WHERE REQUIRED.
4. REFER TO MANUFACTURER FOR DRIPLINE MAXIMUM LATERAL LENGTHS.

P-E-29

2 DRIPLINE SYSTEM LAYOUT - TYPICAL N.T.S.



DRIPLINE MANIFOLD (TYPICAL) SECTION

P-E-30

3 DRIPLINE CONNECTIONS BURIED - TYPICAL N.T.S.

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Sheet Title
IRRIGATION DETAILS

Sheet No
L-751

PLANTING NOTES

1. ALL LOCAL, MUNICIPAL, COUNTY AND STATE LAWS, RULES, AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE PART OF THE PROJECT PLANS AND SPECIFICATIONS; AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. ADDITIONALLY, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE LATEST EDITION OF THE APWA, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, ("GREEN BOOK"), AND THE PROJECT SPECIFICATIONS. WHENEVER SPECIAL REQUIREMENTS CONFLICT ON ANY SUBJECT MATTER, THE CITY ENGINEER, OR HIS/HER DESIGNATED REPRESENTATIVE, WILL DETERMINE WHICH SPECIAL REQUIREMENTS AND/OR CODES SHALL GOVERN.

2. ALL EXISTING LANDSCAPE AREAS DAMAGED DURING CONSTRUCTION MUST BE RESTORED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. RESTORATION OF EXISTING LANDSCAPE AREAS SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER.

3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA (DIG ALERT) AT LEAST TWO (2) WORKING DAYS BEFORE DIGGING, EXCAVATING, OR CONSTRUCTION. PHONE 1-800-422-4333 OR 811.

4. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES IN AREA CONFIGURATION OR SIZES, OR IN DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED DURING THE DESIGN PROCESS. SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER, OR HIS/HER DESIGNATED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY AND SHALL PERFORM SUCH REVISIONS AT HIS/HER OWN EXPENSE.

5. FINISH GRADE ALL PLANTING AREAS TO ACHIEVE A MINIMUM 2% DRAINAGE AND SMOOTH AND EVEN CONDITION, MAKING SURE THAT NO WATER POCKETS OR IRREGULARITIES REMAIN. REMOVE AND DISPOSE OF ALL SURFACE STONES, ROOTS, WEEDS, DEBRIS, FOREIGN MATERIALS, CLODS, AND ROCKS OVER (1) INCH IN DIAMETER SO THAT AFTER CONDITIONING AND PLANTING THE GRADE IS 1" AT TURF/2" AT PLANTING AREAS BELOW ADJACENT HARDSCAPE EXCEPT ALONG CURB CUT AREAS. CONTRACTOR IS TO ENSURE A SMOOTH TRANSITION FROM EXISTING TO NEW GRADE.

6. SOIL TO BE REMOVED IN PLANTING AREA IS TO BE DISPOSED OF LEGALLY OFF-SITE.

7. ALL NURSERY STOCK IS TO COMPLY TO THE INDUSTRY STANDARD IN TERMS OF HEALTH, STRUCTURE, HEIGHT/WIDTH, ROOT CONDITION AS OUTLINED IN THE PDF LOCATED ONLINE HERE: https://www.urbantree.org/PDF/NURSERYTREESPECS1.PDF ANY PLANT MATERIAL THAT DOES NOT COMPLY IS SUBJECT TO REJECTION BY THE CITY OR LANDSCAPE ARCHITECT AT NO COST TO THE OWNER. ANY REJECTED MATERIAL MUST BE REPLACED WITH COMPLIANT MATERIAL AT THE COST OF THE CONTRACTOR.

8. PROVIDE MATCHING FORMS AND SIZES FOR ALL PLANT MATERIAL WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS, UNLESS OTHERWISE NOTED BY THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT.

9. STAKE TREES AS INDICATED PER TREE PLANTING DETAIL.

10. THE CONTRACTOR IS RESPONSIBLE FOR COUNT VERIFICATION AND IS TO SUPPLY THE QUANTITIES DELINEATED GRAPHICALLY ON PLANS.

11. PLANT ESTABLISHMENT AND MAINTENANCE PERIOD SHALL BEGIN IMMEDIATELY AFTER INSPECTION AND ACCEPTANCE OF THE WORK BY THE CITY ENGINEER, OR HIS/HER DESIGNATED REPRESENTATIVE. PLANT ESTABLISHMENT AND MAINTENANCE PERIOD SHALL BE FOR A DURATION STATED IN THE SPECIFICATIONS. PLANT ESTABLISHMENT AND MAINTENANCE SHALL BE PERFORMED PER THE PROJECT SPECIFICATIONS.

12. SUPPLEMENTAL HAND WATERING MAY BE REQUIRED DURING THE MAINTENANCE PERIOD TO ESTABLISH PLANT MATERIAL.

13. PLACE WOOD CHIP MULCH IN ALL PLANTED AREAS AT A MINIMUM DEPTH OF 3-INCHES. MULCH TO BE SHREDDED BARK MULCH, DARK BROWN AESTHETIC APPEARANCE DO NOT INSTALL MULCH WITHIN A 6" DIA. OF ANY TREE OR SHRUB TRUNK. CONTRACTOR TO PROVIDE A SAMPLE MULCH FOR THE REVIEW AND APPROVAL PRIOR TO INSTALLATION. REFER TO SPECIFICATIONS.

AGRONOMIC SOILS TESTING NOTES

1. UPON THE COMPLETION OF DEMOLITION AND GRADING AND PRIOR TO THE INSTALLATION OF THE IRRIGATION SYSTEM, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TWO (2) SOIL SAMPLES TAKEN AT TWO (2) SEPARATE LOCATIONS APPROVED BY THE LANDSCAPE ARCHITECT.

TWO (2) SOIL SAMPLES SHALL BE TAKEN AT EACH LOCATION:

SAMPLE ONE: TAKEN AT GROUND LEVEL TO 10" DEEP
SAMPLE TWO: TAKEN AT A DEPTH BETWEEN 24" TO 36" .

EACH SAMPLE SHALL CONTAIN APPROXIMATELY 1 QUART OF SOIL AND BE LABELED PER LOCATION AND DEPTH.

2. EACH SAMPLE SHALL BE TESTED FOR SOIL FERTILITY AND AGRICULTURAL SUITABILITY. SUBMIT SOIL REPORT, INCLUDING RECOMMENDATIONS SOIL PREPARATION FOR BACKFILL MIX AND LAWN INSTALLATION.

A. SOIL TESTING RESULTS SHALL BE SUBMITTED AND APPROVED BY THE LANDSCAPE ARCHITECT.
B. SOIL PREPARATION AND BACKFILL MIX SHALL CONFORM TO THE RECOMMENDATIONS OF THE AGRONOMIC SOILS REPORT.
C. REFER TO PLANTING SPECIFICATIONS FOR SOILS TESTING, SOIL PREPARATION, FERTILIZATION, MULCHING, AND OTHER ADDITIONAL PLANTING INFORMATION. ALL PLANT MATERIAL SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND CITY ENGINEER PRIOR TO INSTALLATION.

PRESERVATION / RELOCATION NOTES

1. SEE SHEET L-250 FOR LOCATION OF EXISTING TREES TO BE PROTECTED/DEMO.
2. CONTRACTOR TO CONFIRM HEDGE AND SHRUBS LIMIT TO REMAIN WITH LANDSCAPE ARCHITECT IN FIELD PRIOR TO DEMOLITION OPERATIONS.
3. CONTRACTOR TO CONFIRM TREES TO REMAIN WITH LANDSCAPE ARCHITECT IN FIELD PRIOR TO DEMOLITION OPERATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR THE HEALTH AND CARE OF THE TREES. IN THE EVENT OF DAMAGE OR DEATH OF THE TREE DURING CONSTRUCTION, CONTRACTOR TO REPLACE WITH EQUAL MATCHING SPECIMEN.
5. ALL TREES TO BE HAND WATERED AS NEEDED AND SPRAYED CLEAN OF DUST WEEKLY FOR THE DURATION OF THE PROJECT.

TREE SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING	REMARKS	QTY
TREES								
	LAG N40	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	24" BOX	LOW	PER PLAN	STANDARD	3
	ULM DRA	ULMUS PARVIFOLIA 'DRAKE'	DRAKE LACEBARK ELM	24" BOX	MOD	PER PLAN	STANDARD	3

SHRUB SCHEDULE - BASE BID

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS							
	ACA CIT	ACACIA COGNATA 'ACCOG01'	COUSIN ITT LITTLE RIVER WATTLE	1 GAL	LOW	30" O.C.	218
	ACH MIL	ACHILLEA MILLEFOLIUM	COMMON YARROW	1 GAL	LOW	18" O.C.	97
	LAN PUR	LANTANA MONTEVIDENSIS	PURPLE TRAILING LANTANA	1 GAL	LOW	30" O.C.	159
	LIM PER	LIMONIUM PEREZII	STATICE	1 GAL	LOW	24" O.C.	57
	RHA EVE	RHAMNUS CALIFORNICA 'EVE CASE'	EVE CASE COFFEEBERRY	5 GAL	LOW	48" O.C.	30
	TEC IFP	TECOMA STANS 'BELLS OF FIRE'	BELLS OF FIRE ESPERNZA	1 GAL	LOW	24" O.C.	106
	TRA JAS	TRACHELOSPERMUM JASMINOIDES	CHINESE STAR JASMINE	1 GAL	MODERATE	24" O.C.	387
GROUND COVERS							
	TUR WFU	TURF SOD	WESTCOASTER TALL FESCUE	SOD			829 SF
	MULCH FORMER DRAINAGE CREEK AREA		3" THICK LAYER				1,700 SF

SHRUB SCHEDULE - ADDITIVE BID

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS							
	ACA CIT	ACACIA COGNATA 'ACCOG01'	COUSIN ITT LITTLE RIVER WATTLE	1 GAL	LOW	30" O.C.	209
	ACH MIL	ACHILLEA MILLEFOLIUM	COMMON YARROW	1 GAL	LOW	18" O.C.	84
	LAN PUR	LANTANA MONTEVIDENSIS	PURPLE TRAILING LANTANA	1 GAL	LOW	30" O.C.	133
	LIM PER	LIMONIUM PEREZII	STATICE	1 GAL	LOW	24" O.C.	57
	RHA EVE	RHAMNUS CALIFORNICA 'EVE CASE'	EVE CASE COFFEEBERRY	5 GAL	LOW	48" O.C.	24
	TEC IFP	TECOMA STANS 'BELLS OF FIRE'	BELLS OF FIRE ESPERNZA	1 GAL	LOW	24" O.C.	85
	TRA JAS	TRACHELOSPERMUM JASMINOIDES	CHINESE STAR JASMINE	1 GAL	MODERATE	24" O.C.	343
GROUND COVERS							
	TUR WFU	TURF SOD	WESTCOASTER TALL FESCUE	SOD			829 SF
	MULCH FORMER DRAINAGE CREEK AREA		3" THICK LAYER				1,700 SF

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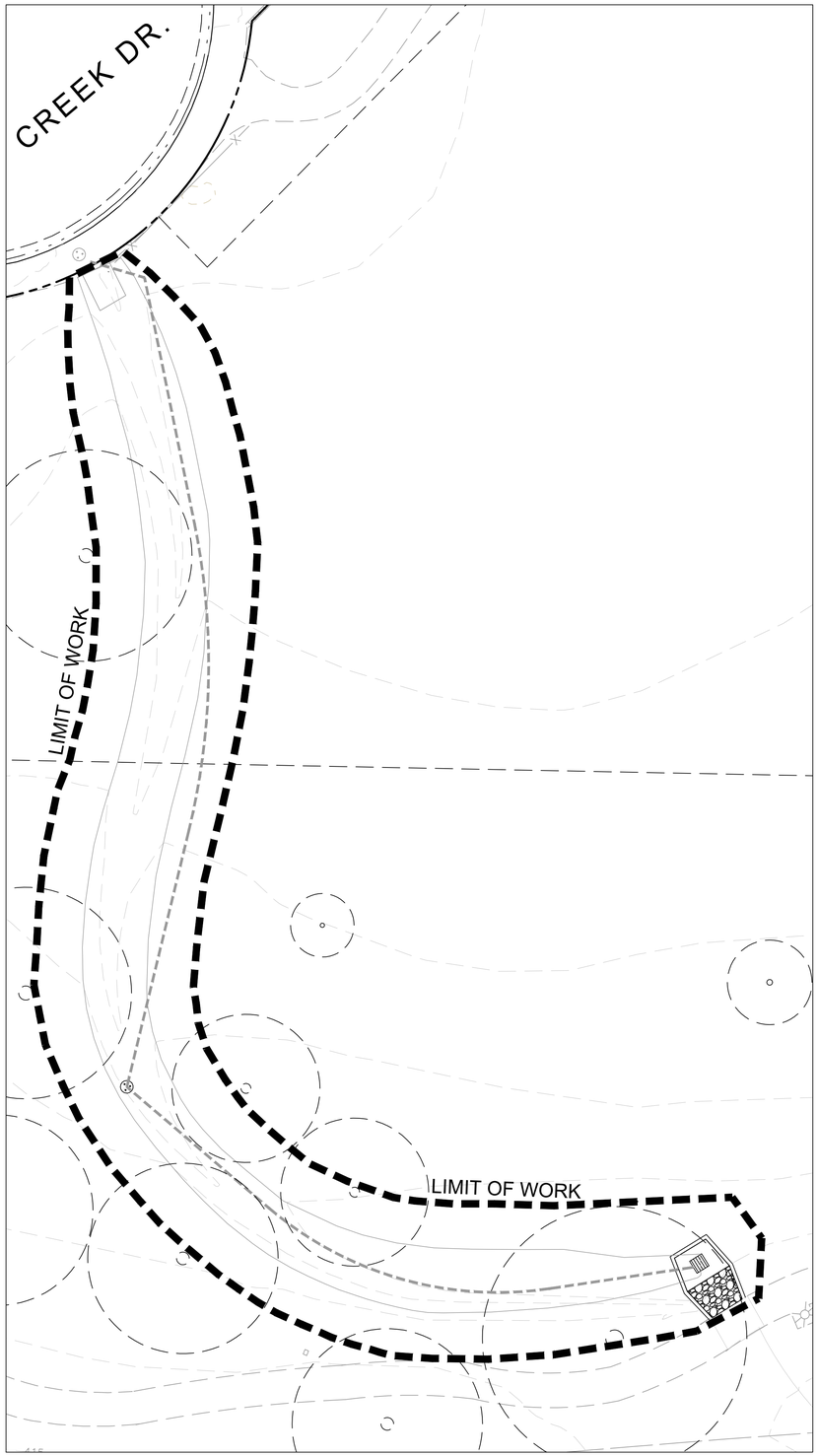
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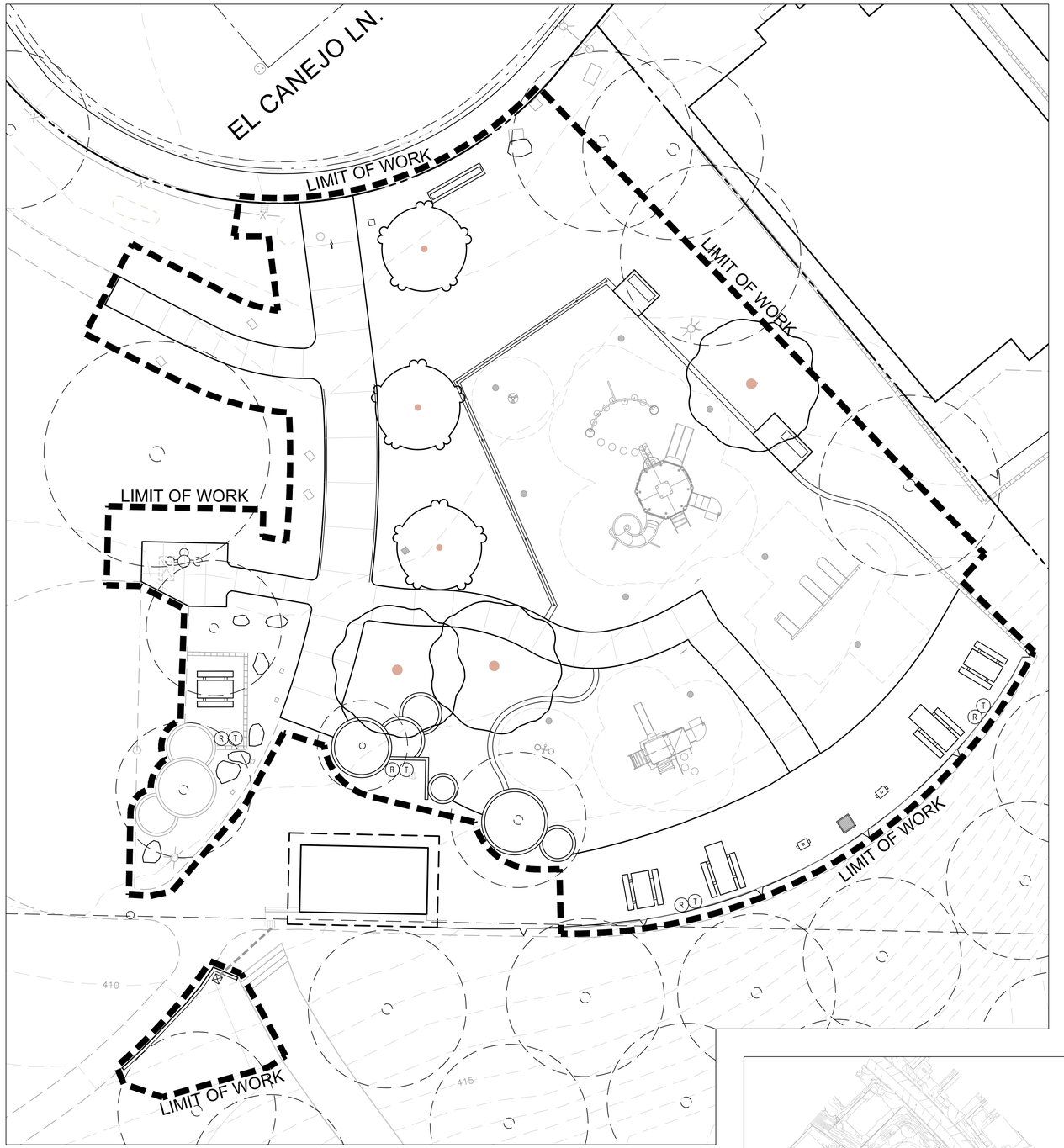
Project No	24-019E
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Checked	ES
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Scale	NONE

Sheet Title
PLANTING SCHEDULE AND NOTES

Sheet No
L-800



PORTION 2

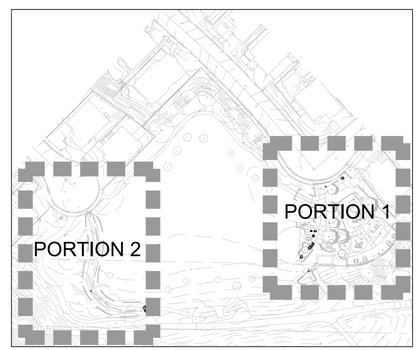


PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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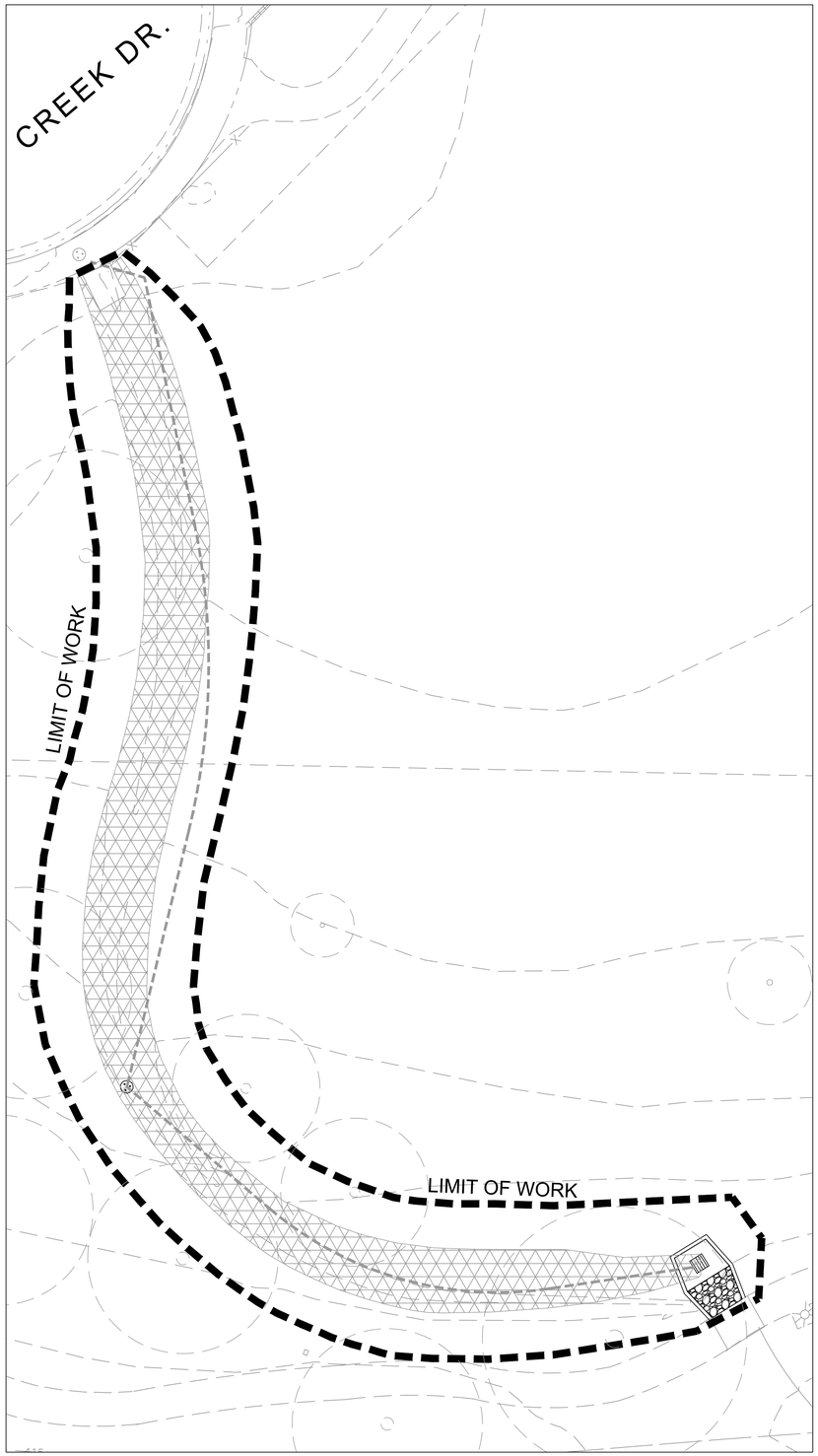
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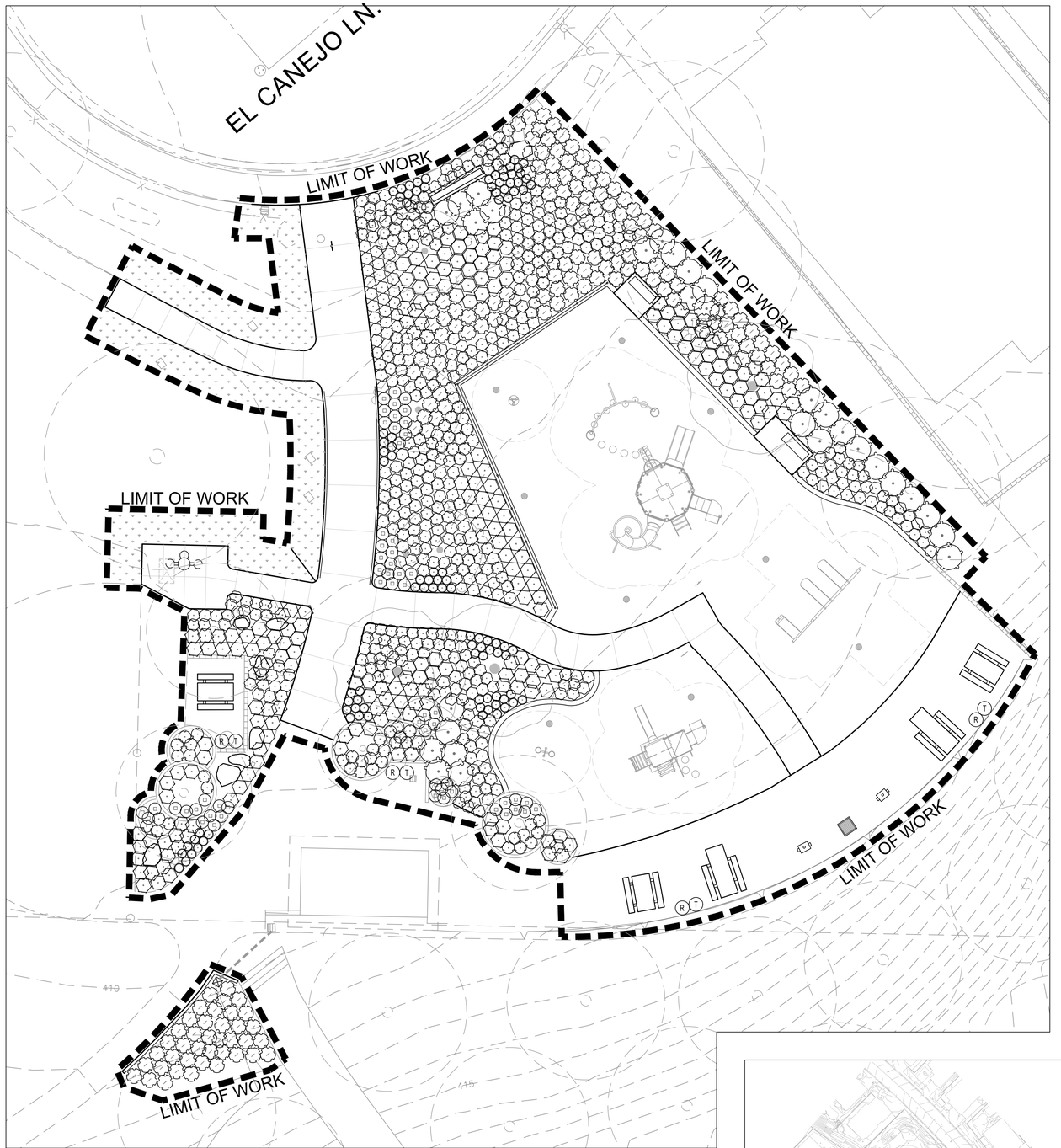
Project No	24-019E
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Sheet Title
TREE PLANTING PLAN - BASE BID

Sheet No
L-801



PORTION 2

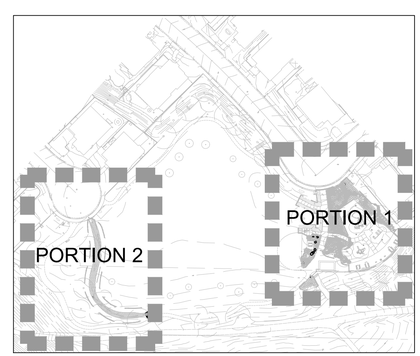


PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5408
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

811
Know what's below.
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Revisions

No	Date	Description

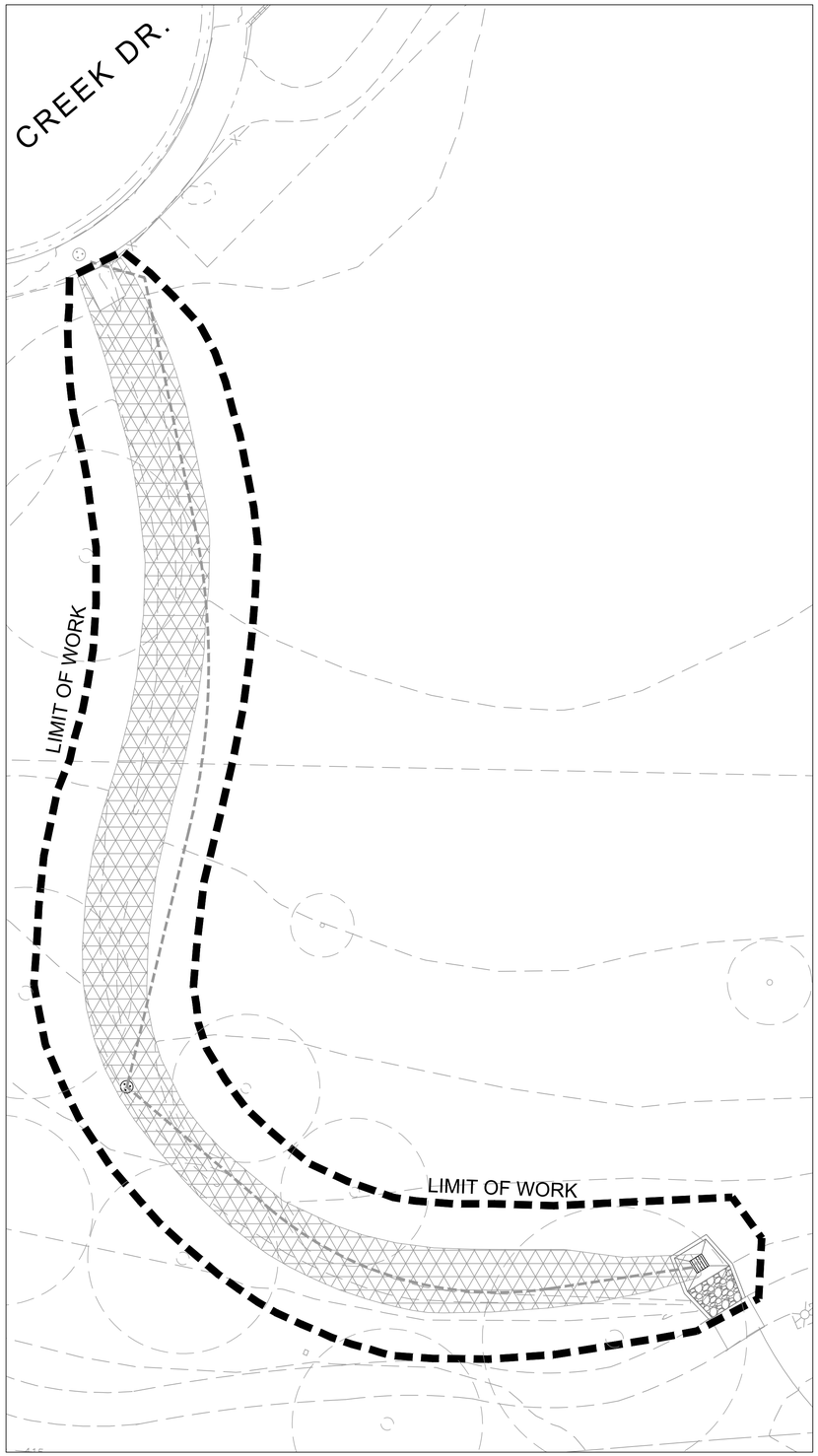
EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

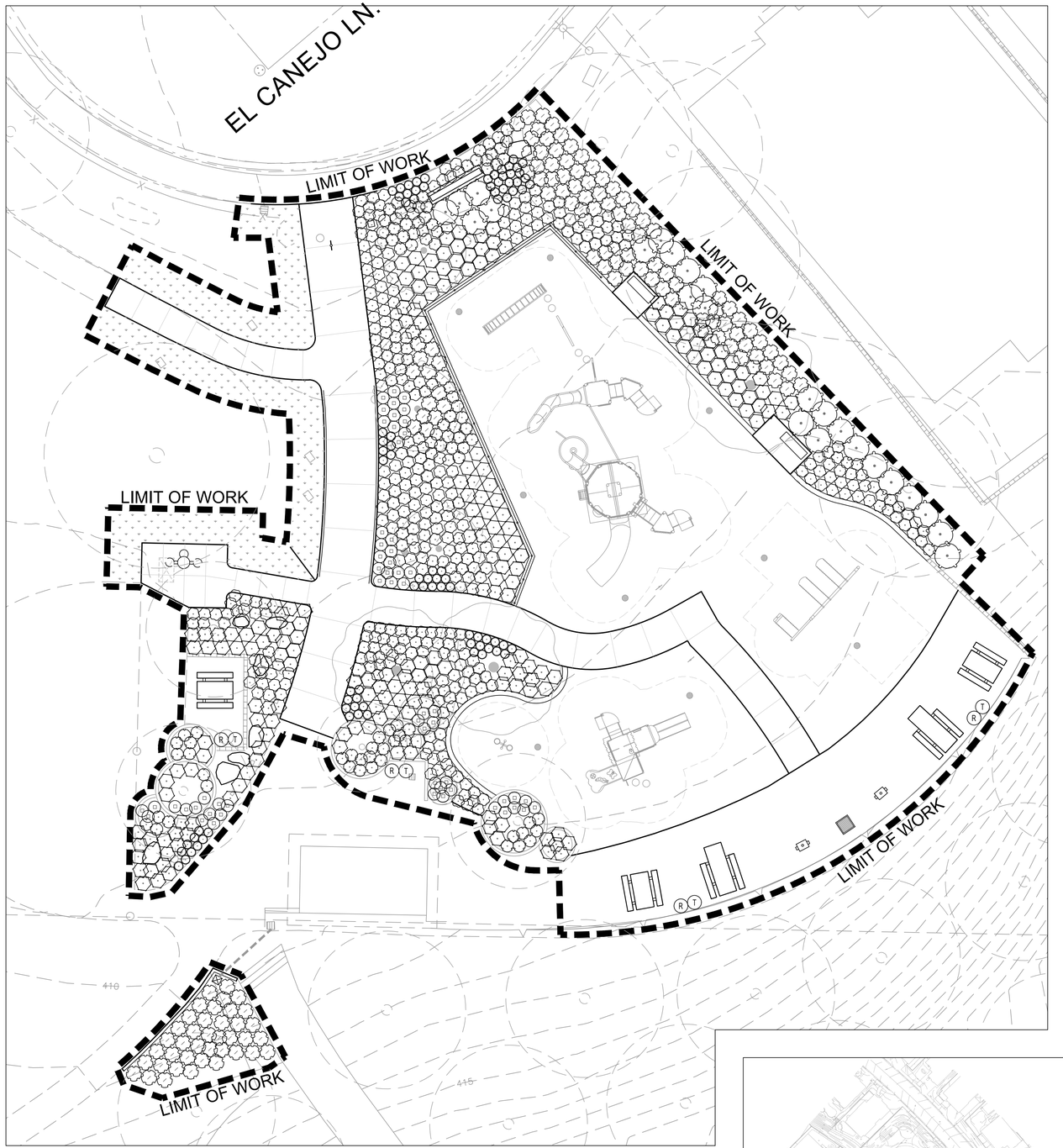
Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	1"=10'-0"

Sheet Title
SHRUB PLANTING PLAN - BASE BID

Sheet No
L-901



PORTION 2

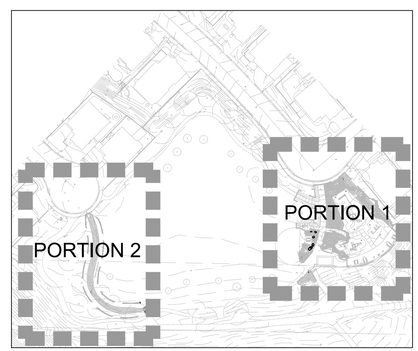


PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

Landscape Architect
DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300
dvdcreative.com

Consultant

LICENSED LANDSCAPE ARCHITECT
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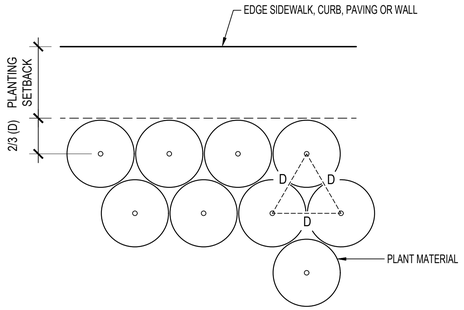
EL CONEJO PARK
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Project No	24-019E
Drawn	SJ
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Date	04/14/26
Scale	1"=10'-0"

Sheet Title
SHRUB PLANTING PLAN - ADDITIVE BID

Sheet No
L-902



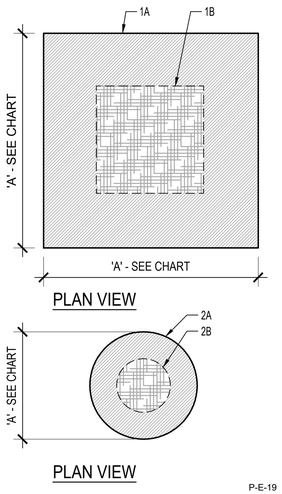
PLAN VIEW

NOTES:
1. TRIANGULAR SPACE PLANTS EQUAL DISTANCE (D) FROM EACH OTHER. REFER TO THE PLANT LEGEND FOR DISTANCE (D).
2. SEE PLANTING SCHEDULE FOR SPACING OF ALL SHRUBS AND GROUNDCOVERS.
3. ALL SHRUBS/ GROUNDCOVER TO BE PLANTED AT EQUAL SPACING (TRIANGULAR) UNLESS OTHERWISE INDICATED ON PLANS.

P-E-18

3 TRIANGULAR SHRUB / G.C. SPACING 1" = 1'-0"

CONTAINER/ BOX SIZE	"A" WIDTH/ DIAMETER	DEPTH
1 GALLON	12 INCHES	12 INCHES
5 GALLON	26 INCHES	22 INCHES
15 GALLON	36 INCHES	24 INCHES
24 INCH BOX	48 INCHES	28 INCHES
30 INCH BOX	54 INCHES	33 INCHES
36 INCH BOX	66 INCHES	44 INCHES
48 INCH BOX	84 INCHES	60 INCHES



PLAN VIEW

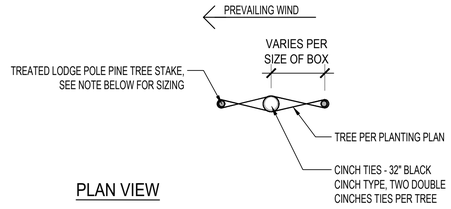
PLAN VIEW

BOX TREES
1A - PLANT PIT TO BE SQUARE, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
1B - ROOTBALL

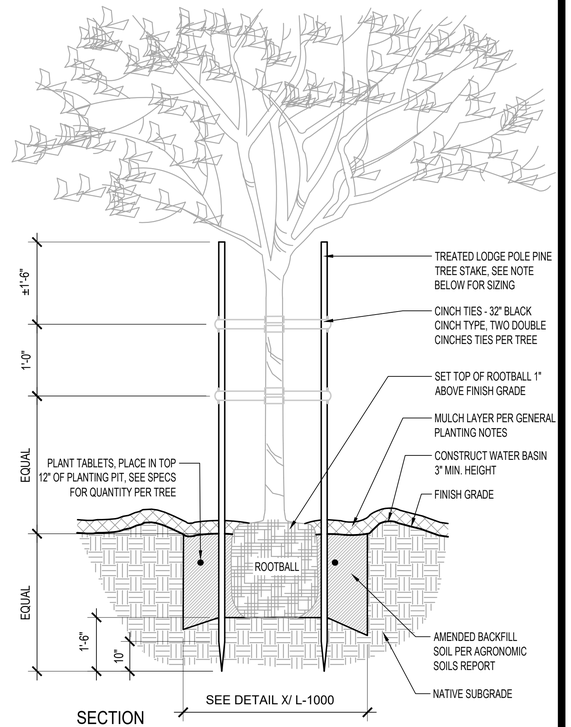
CONTAINER PLANTS
2A - PLANT PIT TO BE ROUND, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
2B - ROOTBALL

P-E-19

4 PLANT PIT DIMENSIONS 3/4" = 1'-0"



PLAN VIEW

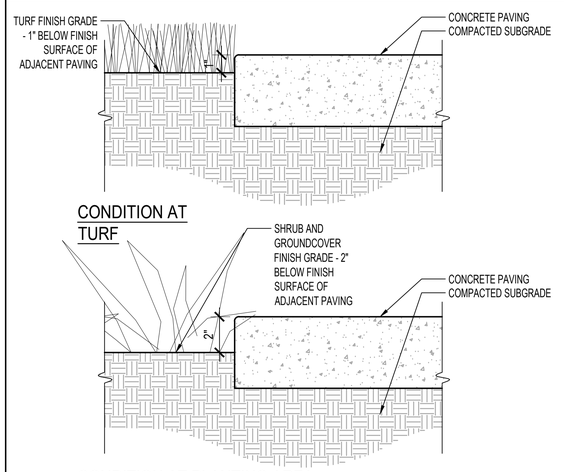


SECTION

NOTES:
1. LODGE POLE SIZING : 3" DIA. x 10' FOR 36" BOX TREES. 3" DIA. x 10' FOR 24" BOX TREES, 2" DIA. x 10' FOR 15 GALLON TREES.
2. SECURE TREE TIE TO TREE STAKE USING THE MANUFACTURER'S SUGGESTED METHOD.

P-E-16

1 DOUBLE STAKED TREE (36" BOX AND SMALLER) 1" = 1'-0"

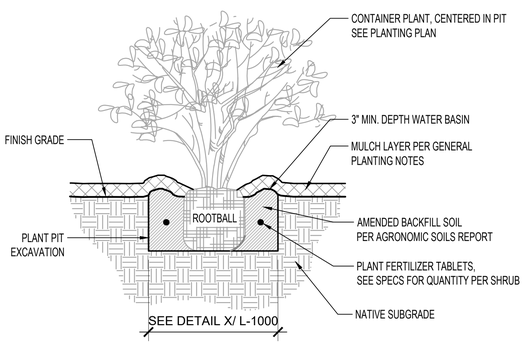


CONDITION AT TURF

CONDITION AT PLANTING AREA

P-E-21

5 FINISH GRADE AT PAVING 3" = 1'-0"



SECTION

NOTE:
1. SET TOP OF ROOTBALL 1" ABOVE FINISH GRADE AND SLOPE FOR DRAINAGE.

P-E-17

2 SHRUB AND GROUNDCOVER PLANTING 1" = 1'-0"

Landscape Architect
DVDCreative
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dvdcreative.com

Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

811 Know what's below. Call before you dig.

Revisions

No	Date	Description
1		
2		
3		
4		
5		
6		

EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	AS SHOWN

Sheet Title
PLANTING DETAILS

Sheet No
L-950

CITY OF LAGUNA HILLS
CALIFORNIA

PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR
EL CONEJO PARK REHABILITATION

PROJECT NO. CIP 241-B

PREPARED FOR

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

PREPARED BY

DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626

April 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
EL CONEJO PARK REHABILITATION

Prepared Under the Supervision of:

Shaun Johnson, PLA
DVDCreative

Date

Approved By:

Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2024

Date

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF

EL CONEJO PARK REHABILITATION

NOTICE IS HEREBY GIVEN that sealed bids for the **EL CONEJO PARK REHABILITATION** ("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 **3:00 p.m. on Tuesday, June 2, 2026**, at which time they will be publicly opened and read aloud.

PRE-BID MEETING: A pre-bid meeting will be held at the Project site on **Tuesday, May 19, 2026 at 10:30 a.m.** ***Site Address: 25601 El Conejo Lane, Laguna Hills, California 92653.*** The meeting is **not mandatory** but attendance is highly encouraged.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including playground renovation, ada improvements, drinking fountain replacement and new park sign, 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, Traffic Control Plan, 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 Joe Ames at JAmes@lagunahillsca.gov.

Dated this 28th day of April, 2026.

City of Laguna Hills, California

BY _____
KAREN HAMMAN, INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR

EL CONEJO PARK REHABILITATION

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "(EL CONEJO PARK) PROJECT- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within 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). Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

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

/

/

14. PREVAILING WAGE RATES

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

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

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

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

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

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

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section

12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

/

18. SUBSTITUTION OF SECURITIES

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

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

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

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

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency’s written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS

PROPOSAL
FOR

EL CONEJO PARK REHABILITATION

TO **CITY OF LAGUNA HILLS**, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____ DATE:_____, 20__

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

_____

_____ _____
(Signature)

PHONE: (___)_____ TITLE:_____

Subscribed and sworn to before me BY: _____
this _____ day of_____, 20___ (Print Name)

_____ _____
(Signature of Notary Public) (Signature)

(Attach Jurat) TITLE: _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name:_____

Business Address:_____

Email:_____ Telephone:( )_____

State Contractor's License No. and Class:_____

Original Date Issued:_____ Expiration Date:_____

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

_____

_____

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

_____

_____

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

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

TITLE: _____

(SEAL)

BIDDER'S NAME:_____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME:_____

REFERENCES

The 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:_____
Address:_____
Phone No.:_____ Contact:_____
Description of Work:_____

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

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

DESIGNATION OF SURETIES

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

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

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

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

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

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number:_____

DIR Registration No.:_____

Name of Individual Contractor (Print or type):

_____

Signature of Owner(s):_____ _____

Business Address:_____

or

Name of Company:_____

Business Address:_____

Officers:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

or

Name of Corporation: _____

Business Address:_____

Corporation organized under the laws of the State of:

_____ _____

Name of President of Corp./ Company Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____ _____

(Signature of Notary Public) (Signature)

TITLE: _____

(SEAL)

Bond Amount $_____
Bond Number_____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS,_____ (the "Principal") has submitted a
(NAME OF BIDDER)
bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

_____(the "Work"), as specifically set
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
forth in documents entitled_____,
(TITLE OF BID PACKAGE)
Dated:_____, 20____(the "Specifications").

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Bond Amount $_____
Bond Number_____

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

BIDDER'S NAME:_____

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_____[date], at _____[city], _____ [state]."

Signed:_____

_____
Title

Subscribed and sworn to before me
this_____ day of_____, 20___.

_____
Signature of Notary Public

(SEAL)

CITY OF LAGUNA HILLS

PROPOSAL BID SHEETS
FOR

EL CONEJO PARK REHABILITATION

BASE BID
BID ITEMS 1-44:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Traffic Control and Work Site Protection	1	LS		
2	Temporary Construction Fencing	1	LS		
3	Softscape Demolition	1	LS		
4	Earthwork	1	LS		
5	Water Pollution Control	1	LS		
6	Trees	6	EA		
7	90-Day Maintenance	1	LS		
8	Drinking Fountain Demo	1	LS		
9	Drinking Fountain Paving Demo	206	SF		
10	Drinking Fountain	1	LS		
11	Concrete Paving at Drinking Fountain	191	SF		
12	Modify Lawn and Irrigation at Drinking Fountain	214	SF		
13	Existing Monument Sign Demo	1	LS		
14	Monument Sign (W101-A)	1	LS		
15	Paving Demo for ADA Pathway Compliance	1,113	SF		
16	Remove Existing and Install NDS 1200 Sq. Polypropylene Catch Basin with 1212 Sq. Grate	1	EA		
17	Concrete Paving at ADA Pathway Compliance	1,260	SF		

18	ADA Pathway Ramp Handrail	62	LF		
19	Demo and Install New Removable Bollard	1	EA		
20	Modify Lawn and Irrigation at ADA Pathway	616	SF		
21	New Planting and Irrigation at ADA Pathway	517	SF		
22	Playground Demo	1	EA		
23	Raised Planter Wall Demo and Tree Demo	124	SF		
24	Concrete Paving Demo at Playground	630	SF		
25	Playground Paving/Sand Demo	5,020	SF		
26	4” Dia. PVC SDR 35 Drain Pipe – Base Bid	42	LF		
27	6” Dia. PVC SDR 35 Drain Pipe – Base Bid	235	LF		
28	Drain Inlet under Rubberized Surfacing Playground – Base Bid	9	EA		
29	New Curb Drain	1	EA		
30	Flush Concrete Header – Base Bid	158	LF		
31	Playground Railing along Street Edge – Base Bid	70	LF		
32	Concrete Paving at Playground	390	SF		
33	Rubber Play Surface with Base – Base Bid	3,940	SF		
34	Purchase and Delivery of Playground Equipment – Base Bid (PE-101, PE-012, PE-103, PE-104, PE-105, PE-106, PE-107)	1	LS		

35	Installation of Playground Equipment – Base Bid (PE-101, PE-012, PE-103, PE-104, PE-105, PE-106, PE-107)	1	LS		
36	New Planting and Irrigation at Playground – Base Bid	3,834	SF		
37	Creek Demo and Infill with Dirt	1,736	SF		
38	24" X 24" Brooks Drain with #2424 Grate	1	EA		
39	6" Thick Concrete Pad over 6" CAB	30	SF		
40	Concrete Collar	1	EA		
41	Modify Existing Catch Basin	1	EA		
42	Cobblestone River Washed Rock	1	LS		
43	18" Dia. HDPE Storm Drain	210	LF		
44	Mobilization (5% max of Subtotal)	1	LS		

TOTAL BID IN FIGURES:
(BASE BID) $_____

TOTAL BID IN WORDS:
(BASE BID)

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF BASE BID ONLY.

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.

Additive Alternate Bid #1 – Playground Equipment Alternate
BID ITEMS 45-54:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
45	4” Dia. PVC SDR 35 Drain Pipe – Alternate Bid	50	LF		
46	6” Dia. PVC SDR 35 Drain Pipe – Alternate Bid	260	LF		
47	Drain Inlet under Rubberized Surfacing Playground – Alternate Bid	9	EA		
48	Flush Concrete Header – Alternate Bid	189	LF		
49	Playground Railing along Street Edge – Alternate Bid	82	LF		
50	Rubber Play Surface with Base – Alternate Bid	4,465	SF		
51	Purchase and Delivery of Playground Equipment – Alternate Bid (PE-108, PE-109, PE-110, PE-111, PE-112, PE-113)	1	LS		
52	Installation of Playground Equipment – Alternate Bid (PE-108, PE-109, PE-110, PE-111, PE-112, PE-113)	1	LS		
53	New Planting and Irrigation at Playground – Alternate Bid	3,289	SF		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #1) $_____

Additive Bid #2 – Table and BBQ Replacement
BID ITEMS 55-62:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
55	Table Demo	4	EA		
56	BBQ Demo	1	EA		
57	Purchase and Delivery of New Tables	5	EA		
58	Installation of New Tables	5	EA		
59	Purchase and Delivery of New BBQs	2	EA		
60	Installation of New BBQs	2	EA		
61	Purchase and Delivery of Waste and Recycle Receptacles	8	EA		
62	Installation of Waste and Recycle Receptacles	8	EA		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #2) $_____

Additive Bid #3 – Hillside Erosion Control Drain
BID ITEMS 63-66:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
63	NDS 1200 Sq. Polypropylene Catch Basin with 1212 Sq. Solid Grate	1	EA		
64	6” Dia. PVC SDR 35 Drain Pipe	11	LF		
65	Retaining Curb at Back of Sidewalk	27	LF		
66	New Planting at Hillside and Irrigation	292	SF		

SUBTOTAL IN FIGURES:
(ADDITVE BID #3) $_____

Additive Bid #4 – Playground Seating
BID ITEMS 67-69:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
67	Concrete Paving at Playground Seating (Standard, Gray)	63	SF		
68	Purchase and Delivery of New Bench Seating at Playground	2	EA		
69	Installation of New Bench Seating at Playground	2	EA		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #4) $_____

Additive Bid #5 – Alternate Park Sign
BID ITEMS 70:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
70	Stone and Metal Monument Sign (W101-B)	1	LS		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #5) $_____

TOTAL BID IN FIGURES (BASE BID + ADDITIVE BID #1 + ADDITIVE BID #2 + ADDITIVE ALTERNATE BID #3 + ADDITIVE ALTERNATE BID #4 + ADDITIVE ALTERNATE BID #5):

$_____

TOTAL BID IN WORDS (BASE BID + ADDITIVE BID #1 + ADDITIVE BID #2 + ADDITIVE ALTERNATE BID #3 + ADDITIVE ALTERNATE BID #4 + ADDITIVE ALTERNATE BID #5):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF BASE BID ONLY.

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

EL CONEJO PARK REHABILITATION

PROPOSAL

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

BIDDER_____

_____

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

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:_____

BIDDER'S NAME:_____

BIDDER'S CERTIFICATION FOR

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

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR EL CONEJO PARK REHABILITATION AND IN THE SPECIAL PROVISIONS FOR EL CONEJO PARK REHABILITATION and accepts all conditions and requirements contained therein.

_____
Bidder

_____ _____
By Date

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

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT
FOR

EL CONEJO PARK REHABILITATION

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. 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 Dollars ($0.00), 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:

_____
DON CASKEY, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK
CITY OF LAGUNA HILLS

_____
COLIN BURNS, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

_____
(CORPORATION (NAME - TYPE))

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

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

Bond Amount $_____
Bond Number_____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on_____, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No._____,

for the_____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)

specified in the Contract , to_____, a
(NAME OF CONTRACTOR)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the

Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____ (DATE OF AWARD), the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No._____, for the _____ (NAME OF PROJECT AND/OR DESCRIPTION OF WORK), as specified in the Contract , to _____ (NAME OF CONTRACTOR), a _____ (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC) hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incporated thereinby 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 _____ (NAME OF SURETY) (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and _____/100 DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

By: _____
(PRINT)

_____
(SIGNATURE)

_____
Title

_____
Date

Section 3700 of the Labor Code reads as follows:

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

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

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

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS

GENERAL SPECIFICATIONS
FOR

EL CONEJO PARK REHABILITATION

SCOPE OF WORK

The work to be performed and completed by Contractor consists of playground renovation, ada improvements, drinking fountain replacement and new park sign, and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at 25601 El Conejo Lane, Laguna Hills, CA 92653, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 60 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	Rory Harnsich	949/837-7050 Ext. 251
So Cal Gas Company	1919 South State College Anaheim, CA 92806	Fernando Rojo	213/231-8050
Gas Company Southern Region Transmission	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Angela Rivera	714/902-1781
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Julie Tsang	949/580-3450
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communications	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Erik Weigand	949/577-0005

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 (h 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

EL CONEJO PARK

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	EL CONEJO Park Playground Renovation and other miscellaneous park improvements

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
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- 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 initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

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

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

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

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

5-3 LABOR.

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

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

to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

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

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contactor 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 if five feet or more in depth and into which a person is required to descent.

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.

Blacking-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.
- Reconstruction Roadway Sections:
    - For roadways designated for reconstruction, phasing for each operation shall be scheduled as follows:
        - CMB installation shall be completed on the same day as the roadway demolition activities. No segment shall be left open overnight, and full access shall be maintained at the start and end of each working day.
        - Base paving asphalt for roadway segments designated to be reconstructed shall be installed no later than 5 working days after the start of roadway demolition.
        - Finished course paving for roadway segments designated to be reconstructed shall be installed no later than 10 working days after the base course paving operations for the given segment.
- Grind and/or Overlay Roadway Sections:
    - For roadways designated for grind and/or overlay, phasing for each operations shall be scheduled as follows:
    - Pavement transitions at the edge of each ground area shall be installed at the end of each work day and maintained for the duration of the project.

- Pavement dig outs and patching shall be completed within 5 working days of the start of the pavement grinding operations.

- Final paving shall be installed no later than 2 working days after the start of the pavement grinding operations.

- Slurry Seal Roadway Sections:

  - For roadways designated for slurry seal, phasing for each operation shall be scheduled as follows:

    - Contractor shall first perform weed abatement and crack sealing on all roadway segments identified for slurry seal per the project specification requirements.

    - Contractor shall locate and remove distressed portions of pavement per "Roadway Patching – Slurry Portion" below. No segment of Roadway Patching shall be left open overnight, and full access shall be maintained at the start and end of each working day.

    - Cleaning, roadway preparations, application and finishing of the slurry seal shall occur the same day

- Roadway Patching – Mill & Overlay Portion:

  - Roadway patching operations shall be scheduled PRIOR to the cold milling operations and prior to the final FRAC or ARHM overlay.

  - All localized roadway reconstruction patches shall be backfilled and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.

- Roadway Patching – Slurry Portion:

  - Roadway patching operations shall be scheduled PRIOR to the final RAP Slurry Seal.

  - All localized roadway reconstruction patches shall be paved and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.

- Asphalt Paving:

  - Roadway closures on arterial streets will not be allowed.

  - Contractor to coordinate with City regarding pavement phasing and requested work limits.

  - Roadway paving shall occur no later than 2 working days after the date of the cold milling operation.

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 sixty (60) 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. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days. 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 $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 Sectio4n 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.

7-8.6.3 STORM WATER POLLUTION PREVENTION

Construction activities will be conducted in a manner to protect channels, storm drains, and bodies of water from pollution. Water pollution control work shall consist of activities necessary to meet the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Area wide Urban Storm Water Runoff Permit, the County's Drainage Area Management Plan (DAMP), The State's General Construction Activities Permit (Order No. 2022-0057-DWQ, NPDES No CAS000002, adopted September 8, 2022 and effective September 1, 2023), and as required by the Engineer. The Contractor shall coordinate water pollution control work with all other work done on the contract.

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.

10-5 TRAFFIC CONTROL PLAN (TCP).

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared and stamped/signed by a licensed civil or traffic engineer licensed in the State of California for City approval. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s)/lane closures to the City Engineer for approval prior to the commencement of work. **The traffic control plans shall be submitted to the City for review and approval within 10 working days after the date of the Notice of Award.**

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

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

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS.

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

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

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

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

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

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

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

Before beginning Portland cement concrete, 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 Porland 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 V cement shall be used.

201-1.2 Materials.

201-1.2.1 Cement. [Add the following]:

Portland cement shall be Type II or Type V.

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

Fly ash shall not be used.

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

203-5.2 Mix Design. [Add the following to this section]:

The tests and mix design shall be performed by a laboratory capable of performing the applicable ASTM tests. The original laboratory report shall be signed by the laboratory that performed the tests/mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the applicable ASTM tests. The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, filler (as determined from the tests, minimum and maximum), water (minimum and maximum), the design proportions of each component including additives, all test results used in producing the mix design and asphalt solids content based on the dry weight of aggregate and set-control agent usage. The Contractor shall submit for City approval the source of the rock and the gradation.

Prior to the time of delivery of each shipment of emulsified asphalt, the Contractor shall submit to the City test reports and certifications in accordance with Section 203-1.3 of the Standard Specifications. At the time of delivery of each shipment of aggregate, he shall also submit test reports from his vendors. No material shall be utilized until the certified reports have been checked by the City. Delays by the Contractor in furnishing the reports will not be grounds for any extension of Contract time.

The Agency will require up to 10 working days, from the time of receipt of the mix design, for evaluation of the material characteristics. This mix design will be used for the trial batches and test strips as described in Section 302-4.4.

203-5.4.2.1 Aggregate. [Add the following to this section]:

The grading of the combined aggregate and the percentage of emulsified asphalt shall be Type II and shall conform to the requirements indicated in Table 203-5.4.2.2.

Aggregate shall be dark in color from one material source.

203-5.4.2.4 Latex. [Add the following to this section]:

The emulsified asphalt shall have an additive of latex Ultra Pave 65K or approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two (2) percent of the weight of the emulsified asphalt. The cost for the latex additive shall be included in the unit price bid for Type II Slurry Seal.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density [Replace with the following:]

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

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 lower than that specified, the Contractor shall rework that portion until the specified density is

obtained. Retest of areas, which have failed compaction, will be performed by the Engineer at the Contractor's expense.

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 or 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.

300-1.2 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.

300-1.5 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 before or after the Cold Mill operation, 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.

300-4 UNCLASSIFIED FILL

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 Contactor’s crews or otherwise serve in this management capacity. The City shall be present to verity 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 6-inches and a minimum width of 18-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. 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.

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.

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.

303-9 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.

PART 4 EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

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 of 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.

BID ITEM DESCRIPTIONS
El Conejo Park Rehabilitation
Laguna Hills, California

GENERAL STANDARD SPECIFICATIONS

The Standard Specifications for the construction materials and construction methods as set forth in the "Standard Specifications for Public Works Construction", 2018 Edition shall be the Standard Provisions for all the Work to be done and the provisions of the Contract for the Work. In case of conflict between the Standard Specifications and these Technical Provisions, the Technical Provisions shall take precedence over and prevail over such conflicting portions.

Base Bid

Mobilization

Bid Items No. 44, 54

Mobilization shall consist of preparatory work and operations including all of the labor, equipment, tools, supplies, costs, arrangements, and others that are necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed including, but not limited to, bonds, insurance, arranging and coordinating with the playground manufacturer, securing an adequate storage site for equipment and materials, and financing prior to beginning work on the various contract items on the project site.

The cost of time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period shall have been included in the bid.

PAYMENT

Payment for the preceding shall be included in the **LUMP SUM** for mobilization and shall be considered full compensation including the cost for obtaining all of the required business licenses and permits.

Traffic Control & Work Site Protection

Bid Item No. 1

1.1DESCRIPTION

Traffic control, construction signing, and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specifications and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, these Technical Provisions, and as directed by the Engineer.

1.2PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged new improvements as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.). If deemed necessary by the City, the Contractor shall repair, at its cost, the defective area in accordance with these Technical Provisions.

1.3CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed prior to starting work and shall not be removed until all work has been completed.

Also, in conjunction to the public relations effort, Contractor shall supply and erect project construction information signs at the designated locations as determined by the City. Such signs shall conform to the City's specifications. Specific verbiage to be determined by the City. There shall be a minimum of four (4) such signs posted.

1.4TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Technical Provisions.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment in the work zone or on adjacent roads is not permitted. Parking of construction equipment shall be confined to the approved storage site.

1.5RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide reasonable access to the existing park facilities and have no greater length or quantity of work under construction that can be properly constructed with a minimum of inconvenience to the public. Traffic lane closures shall be coordinated with the City Engineer. The contractor shall provide adequate notice to the City.

PAYMENT

Payment for traffic control shall be made at the contract **LUMP SUM** price bid and shall be considered full payment for furnishing all materials, labor, equipment, and all incidentals necessary to complete work in accordance with the Standard Specifications and these Technical Provisions.

Temporary Construction Fencing

Bid Item No. 2

Temporary Construction Fence shall be 6’ tall chain link fence with screening. Fence shall be secured and locked at all times. Fence shall be anchored and utilize base plates and sandbags for wind protection. Contractor shall remove graffiti immediately.

PAYMENT

Payment for **Temporary Construction Fence** shall be made at the contract unit price per **Lump sum (LS)** as set forth in the bid schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, incidentals, for the installation and maintenance and removal of the construction fence. No additional compensation will be allowed

Softscape Demolition

Bid Item No. 3

Softscape Demolition shall conform to Subsection 300-1 of the GREEN BOOK and shall include all clearing and grubbing for the construction of the new improvements, and any

clearing and grubbing and/or removal and replacement shown on the plans for which there is no bid item of work.
Clearing and grubbing shall include the removal and disposal of existing trees/shrubs and existing irrigation valves within the limits of work, as shown on the plans and as directed by the City. Contractor shall coordinate with the City prior to the removal of the existing. Any improvements, landscaping and irrigation destroyed by construction operations shall be replaced by the Contractor. Any replacement including plant materials and irrigation system shall be approved by the City prior to any construction. The Contractor shall control any dust that is caused by clearing and grubbing operations.
No additional compensation will be allowed for removal or disposal of any other materials, which may require special handling or disposal.

PAYMENT
Payment for **Softscape Demolition** shall be paid at the contract unit price per **Lump Sum (LS)**, and shall include full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

Earthwork
Bid Item No. 4
Earthwork, removal and grading, removal and disposal of unclassified excavation, structural excavation, import and placement of selected backfill in existing swale being replaced with underground storm drain, export of existing material as indicated on Plans, removal of asphalt concrete pavement, sidewalk, driveways, etc. for proposed improvements shall conform to the applicable portions of Section 300 of the Standard Specifications for Public Works Construction and recommendations of a Geotechnical Report prepared by Global Geo-Engineering, Inc. Such work shall include all the cost of all labor, equipment, tools, supplies, and all other costs required to:

- Arrange with DigAlert to mark all potential interfering underground wet and dry utilities within the work limits;
- To the extent possible search, identify, and mark other underground utilities that were not identified by DigAlert;
- Expose, cut, and cap all existing irrigation lines and components along the excavate limits;
- Excavate, remove, and properly dispose of existing interfering soil and landscape materials;
- Remove and dispose of all interfering tree roots and organic matters. Root prune as described on the Landscaping Plan; and
- Grade to the elevations shown on plans. Backfill all voids and holes with similar and clean materials. Import as needed.
- Remove, and dispose of existing subgrade and compact soil backfill under the new concrete walks, and other areas of work as shown on the Plans and in accordance with the Geotechnical Report.
- Import and placement of selected backfill.

PAYMENT
Payment for **Earthwork** shall be paid at the contract unit price **per Lump Sum (LS)**, and shall be paid based on the percentage of work completed. The compensation shall include the compliance with the requirements specified and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved and no additional compensation will be made therefor.

Water Pollution Control
Bid Item No. 5
Construction activities will be conducted in a manner to protect channels, storm drains, and bodies of water from pollution. Water pollution control work shall consist of activities necessary to meet the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Area wide Urban Storm Water Runoff Permit, the County's Drainage Area Management Plan (DAMP), The State's General Construction Activities Permit (Order No. 2022-0057-DWQ, NPDES No CAS000002, adopted September 8, 2022 and effective September 1, 2023), and as required by the Engineer. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Contractor shall install erosion and sediment control measures as indicated on Improvement Plans.

PAYMENT
Full compensation for Water Pollution Control shall be paid at the contract unit price per the **Lump Sum (LS)**, and shall include full compensation for all costs incurred by the Contractor for Implementing Best Management Practices, complying with the requirements of the Project's Erosion Control Plan and the cost of any required permits and no additional compensation will be made therefore. Payment shall be on a lump sum basis of the percentage of total contract work performed.

Trees
Bid Item No. 6
Work under this bid item shall include all costs associated with the furnishing and installation of the Trees from various box sizes as indicated on the Planting Plans and Planting Schedule in the Construction Documents and specifications Section 32 90 00 Landscaping.

PAYMENT
Payment for **Tree** shall be paid for at the contract price per **Each (EA)** as set forth in the bid schedule and shall include full compensation for all labor, materials, tree stakes, tree brace, tools, equipment, and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

90-Day Maintenance
Bid Item No. 7
Work under this bid item shall include all costs associated with the Ninety Day Maintenance Period per technical specifications Section 32 93 95 and as per the direction of the City Engineer.

PAYMENT
Payment for the **Ninety Day Maintenance** shall be made at the **Lump Sum (LS)** contract unit price bid as shown in the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, mulching, removals and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Drinking Fountain Demo
Bid Item No. 8
Perform Drinking Fountain demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing and properly disposing of the drinking fountain and all necessary other aspects of the existing drinking fountain system that aren't to be repurposed as outlined in the plans.

1.1 DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.
Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.
Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility. Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.3 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT
Payment for drinking fountain demolition shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

Drinking Fountain Paving Demo
Bid Item No. 9
Unless separately designated, **Drinking Fountain Paving Demo** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to

the depth indicated on the plans or as directed by the **Engineer**. All removal of asphalt concrete, base material, debris, concrete, curbs, berms, pipes, structures, foundations, fences, and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Drinking Fountain Paving Demo.**

PAYMENT
Payment for **Drinking Fountain Paving Demo** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Drinking Fountain
Bid Item No. 10
Work under this bid item shall include all costs associated with the installation of all **Drinking Fountain** as provided by (purchased by) the Contractor and specifications Section 12 93 00 Site Furnishings and Miscellaneous Materials and as required by product manufacturers installation instructions.

PAYMENT
Payment for the **Drinking Fountain** shall be paid at their respective contract unit prices per **Lump Sum (LS)** as indicated in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, fittings, footings, hardware, and incidentals for doing all work involved in hauling, lifting, assembling for the installation complete, permanently attached in place as shown on the plans and Manufacturer's instructions. No additional compensation shall be allowed.

Concrete Paving at Drinking Fountain
Bid Item No. 11
Work under this bid item shall include all costs associated with the construction of **Concrete Paving at Drinking Fountain** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4" Thk. Reinforced Concrete Walkway over 8" Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed, No additional compensation will be allowed.

PAYMENT
Payment for Bid Items **Concrete Paving at Drinking Fountain** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

Modify Lawn and Irrigation at Drinking Fountain

Bid Item No. 12

Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT

Payment for **Modify Law and Irrigation at Drinking Foutain** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Existing Monument Sign Demo

Bid Item No. 13

Unless separately designated, Existing Monument Sign Demo shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the **Engineer**. All removal of sign material, debris, concrete, foundations and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Existing Monument Sign Demo**

PAYMENT

Payment for **Existing Monument Sign Demo** shall be paid at the contract unit price per **Lump Sum (LS)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Monument Sign

Bid Item No. 14

Work under these bid items shall include all costs associated with the construction of Monument Sign with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(W-101A)** on sheet L-300 in the Construction Documents and specifications Section 09 96 23 Graffiti Resistant Coating.

PAYMENT

Payment for Bid Items under Monument Sign shall be at the contract unit price for **Lump Sum (LS)** as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, inspections, testing, sealers and anti-graffiti coatings, water proofing, reinforcement, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and construction Cast-in-place (CIP) and including footings as shown on the plans, specifications. No additional compensation shall be allowed.

Paving Demo for ADA Pathway Compliance

Bid Item No. 15

Unless separately designated, **Paving Demo for ADA Pathway Compliance** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. All removal of asphalt concrete, base material, debris, concrete, curbs, berms, pipes, structures, foundations, fences, and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Paving Demo for ADA Pathway Compliance.**

PAYMENT

Payment for **Paving Demo for ADA Pathway Compliance** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Remove Existing and Install NDS 1200 Square Polypropylene Catch Basin w/ 1212 Square Grate

Bid Item No. 16

Removal of existing drain grate and installation of NDS 1200 Square Polypropylene Catch Basin w/ 1212 Square Grate shall be as shown per the project plans. Demolition, Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for polypropylene for the installation. Location for installation of grate shall be verified prior to construction.

PAYMENT

Payment for **Remove Existing and Install NDS 1200 Square Polypropylene Catch Basin w/ 1212 Square Grate** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for providing all labor, demolition, installation of new drain grate system, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Concrete Paving at ADA Pathway Compliance

Bid Item No. 17

Work under this bid item shall include all costs associated with the construction of **Concrete Paving at ADA Pathway Compliance** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4” Thk. Reinforced Concrete

Walkway over 8” Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed.

PAYMENT
Payment for Bid Items **Concrete Paving at ADA Pathway Compliance** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

ADA Pathway Ramp Handrail
Bid Item No. 18
Work under this bid item shall include all costs associated with the construction, fabrication and installation of the metal handrail with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(R-101)** on sheet L-300 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, Section 05 50 00 Metal Fabrications, No additional compensation will be allowed. All railings shall be set plum and shall be accessible, complying with the 2022 CBC.

PAYMENT
Payment for Bid Items **ADA Pathway Ramp Handrail** shall be at the **Linear Feet (LF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, steel pipe and posts, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant, installing, grouting and steel railing for handrails complete in-place as shown on the Plans. No additional compensation shall be allowed.

Demo and Install New Removable Bollard
Bid Item No. 19
Work under this bid item shall include all costs associated with the demolition of existing and construction/installation of the removable bollard and footing with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(S-109)** on sheet L-300 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, Section 05 50 00 Metal Fabrications, No additional compensation will be allowed. All bollard shall be set plum.

PAYMENT
Payment for Bid Items **Demo and Installation New Removable Bollard** shall be at the **EACH (EA)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for remove of existing bollard and footing, cleaning,

furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, bollard system, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant, installing, grouting complete in-place as shown on the Plans. No additional compensation shall be allowed.

Modify Lawn and Irrigation at ADA Pathway
Bid Item No. 20
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **Modify Law and Irrigation at ADA Pathway** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

New Planting and Irrigation at ADA Pathway
Bid Item No. 21
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new planting from, various box and gallon sizes as indicated on the Planting Plans and Planting Schedule, around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 90 00 Landscaping and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **New Planting and Irrigation at ADA Pathway** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters,

valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of shrubs from various gallon size including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Playground Demo

Bid Item No. 22

Perform demolition of the existing playground structures work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing above ground playground equipment and all below grade concrete footings and structures.

1.1DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.
Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.
Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility. Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.3 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for demolition and site clearing shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

Raised Planter Wall Demo and Tree Demo

Bid Item No. 23
Unless separately designated, **Raised Planter Wall Demo and Tree Demo** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. And removal of all trees and planting material, soil, and capping of irrigation system. All removal of base material, concrete wall, footings, sand material and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Raised Planter Wall Demo and Tree Demo.**

PAYMENT
Payment for **Raised Planter Wall Demo and Tree Demo** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Concrete Paving Demo at Playground
Bid Item No. 24
Unless separately designated, **Concrete Paving Demo at Playground** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. All removal of asphalt concrete, base material, debris, concrete, curbs, berms, pipes, structures, foundations, fences, and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Concrete Paving Demo at Playground.**

PAYMENT
Payment for **Concrete Paving Demo at Playground** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Playground Paving/Sand Demo
Bid Item No. 25
Unless separately designated, **Playground Paving/Sand Demo** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. All removal of base material and rubberized surfacing and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Playground Paving/Sand Demo.**

PAYMENT
Payment for **Playground Paving/Sand Demo** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Install 4" PVC SDR35 Drain Pipe – Base Bid
Bid Item No. 26

Installation of 4” PVC drain line shall be as shown per the project plans (Sheet L-301, G-1A). Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans (SHEET G-1A), the Special Provisions and these Technical Specifications, unless otherwise noted. Material for PVC shall be 4” PVC SDR35 for the installation. Location for installation of PVC shall be verified prior to construction.

PAYMENT
Payment for **Install 4” PVC SDR35 Drain Pipe – Base Bid** shall be paid at the contract unit price per **Linear Foot (LF)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Install 6” PVC SDR35 Drain Pipe – Base Bid
Bid Item No. 27
Installation of 6” PVC drain line shall be as shown per the project plans (Sheet L-301, G-1A). Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans (SHEET G-1A), the Special Provisions and these Technical Specifications, unless otherwise noted. Material for PVC shall be 6” PVC SDR35 for the installation. Location for installation of PVC shall be verified prior to construction.

PAYMENT
Payment for **Install 6” PVC SDR35 Drain Pipe – Base Bid** shall be paid at the contract unit price per **Linear Foot (LF)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Drain Inlet Under Rubberized Surface Playground – Base Bid
Bid Item No. 28
Installation of Drain Inlet under Rubberized Surface Playground shall be as shown per the project plans (Sheet L-301, G-1A). Drain, Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans (SHEET G-1A), the Special Provisions and these Technical Specifications, unless otherwise noted. Material for polypropylene for the installation. Location for installation of grate shall be verified prior to construction.

PAYMENT
Payment for **Drain Inlet Under Rubberized Surface Playground – Base Bid** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for vwork as required. No additional compensation shall be allowed.

New Curb Drain
Bid Item No. 29
Installation of a New Curb Drain shall be installed per city standard plans and civil engineering plans and notes. Drain, Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless

otherwise noted. Location for installation of Curb Drain shall be verified prior to construction.

PAYMENT
Payment for New Curb Drain shall be paid at the contract unit price of Each (EA), and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, concrete, formwork, and other related work as required. No additional compensation shall be allowed.

Flush Concrete Header – Base Bid
Bid Item No. 30
Work under these bid items shall include all costs associated with the construction of concrete **Flush Concrete Header – Base Bid** with color and finish as indicated on the Civil Plans/Landscape Plans (Sheet L-301, G-1A) and Landscape Construction Material Schedule **(P-102)**. Landscape Layout Plans, and the Landscape Construction Material Schedule on sheet L-300 and on plan view sheet L-301 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete.

PAYMENT
Payment for Bid Items under **Flush Concrete Header – Base Bid** shall be at the contract unit price for **Linear Foot (LF)** as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, base materials, aggregate, sealers, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement Concrete Bands complete in-place, reinforcement, jointing, and scoring, finishing as shown on the Plans. No additional compensation shall be allowed.

Playground Railing along Street Edge – Base Bid
Bid Item No. 31
Work under this bid item shall include all costs associated with the fabrication and installation of **Playground Railing along Street Edge – Base Bid** as indicated on the Plans (Sheet L-301) and the Landscape Construction Material Schedule on sheet L-300 **(R-201)** in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, Section 05 50 00 Metal Fabrications, No additional compensation will be allowed. All railings shall be set plum and shall be accessible, complying with the 2022 CBC.

PAYMENT
Payment for **Playground Railing along Street Edge – Base Bid** bid items shall be paid at the contract unit price as indicated in the Project Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, containers, steel plates, wood, paint, stain, galvanizing, fittings, hardware, and incidentals for doing all work involved in hauling, excavation, lifting, erecting, trenching, compaction, backfilling, preparation of sub grade, testing, painting, coating, staining, and installing Fences complete and operative in place as shown on the plans,

specifications, structural detail, and calculations. No additional compensation shall be allowed.

Concrete Paving at Playground
Bid Item No. 32
Work under this bid item shall include all costs associated with the construction of **Concrete Paving at Playground** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4" Thk. Reinforced Concrete Walkway over 8" Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed.

PAYMENT
Payment for Bid Items **Concrete Paving at Playground** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

Rubber Play Surface with Base – Base Bid
Bid Item No. 33
Work for this item shall be conducted as described in Section 32 18 16 Synthetic Resilient Surfacing and as indicated in the Plans (Sheet L-301, G-1A) and Landscape Construction Material Schedule **(P-601).** Colors and Layout shall be as indicated on the Construction Plans.

PAYMENT
Payment for **Rubber Play Surface with Base – Base Bid** shall be at the contract unit price per **Square Foot (SF)** as set forth in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, base materials, sealers, binders, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement poured-in-place Resilient Thermal Plastic Vulcanized Play Surfacing including base complete in-place as shown on the Plans and as directed by the City Engineer. No additional compensation shall be allowed.

Purchase and Delivery of Playground Equipment – Base Bid
Bid Item No. 34
Work under this bid item shall include all costs associated with the purchase, submittals and final approvals of Play Equipment with color and finish and play features as indicated on the Plans (Sheet L-301), Landscape Construction Material Schedule on sheet L-300 **(PE-101, PE-102, PE-103, PE-104, PE-105, PE-106, PE-107)**, technical specifications Section 02 88 20 – Playground Equipment, and Play Equipment Manufacturer's Quote # 1194757-01-04. All play components shall be purchased by the

contractor. The contractor shall be responsible for accepting delivery and providing secure storage.

PAYMENT
Payment for Play Equipment shall be at the Lump Sum (LS) contract unit as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all play equipment as shown on the plans.
This payment shall also include permitting, taxes and shipping, and procurement of the manufacturer's engineered drawings, and completion of deferred submittals. No additional compensation shall be allowed.

Installation of Playground Equipment – Base Bid
Bid Item No. 35
Work under this bid item shall include all costs associated with the preparation and installation of Play Equipment with color and finish and play features as indicated on the Plans (Sheet L-301), Landscape Construction Material Schedule on sheet L-300 **(PE-101, PE-102, PE-103, PE-104, PE-105, PE-106, PE-107)**, technical specifications Section 02 88 20 – Playground Equipment, and Play Equipment Manufacturer's Quote # 1194757-01-04. All play components shall be installed by the contractor per the project technical specifications. The contractor shall be responsible for accepting delivery and providing secure storage.
Play equipment installer shall be factory certified. The contractor shall be responsible for coordinating access for the construction of play equipment and rubberized surfacing, protecting each through construction operations.
The contractor shall be responsible for verifying and respecting all equipment fall zones and play area boundaries. All play areas and playground elements shall be accessible. All equipment clearances and deck heights shall be per the manufacturer's installation plans. All deck heights shall be coordinated with the rubber surfacing installer to ensure proper thickness to meet HIC requirements. Drains shall be located plans. Drain conflicts with utilities and footings shall be brought to the attention of the City Engineer and Landscape Architect immediately. Subbase thickness, drain grate elevations and locations, and invert elevations shall be reviewed by the City Engineer and Landscape Architect prior to the placement of subbase.
The contractor shall retain an Independent Certified Playground Safety Inspector. This inspector shall provide a Safety Inspection report per the requirements of the project specifications. All corrections noted in the report shall be corrected as a part of this Bid Item.
Play equipment footings shall be as indicated in the construction plans and per the play equipment manufacturer's drawings. Footing recommendations shall comply with the requirements of the geotechnical report. Foundation / footing design by the play equipment manufacturer shall be constructed per manufacture provided structural plans and calculations. Refer to Section 02 88 20 – Playground Equipment.

PAYMENT
Payment for Play Equipment shall be at the Lump Sum (LS) contract unit as set forth in the Project Bid Schedule and shall be considered full compensation for installing, providing: labor, materials, tools, equipment, fittings, electrical work (associated with play equipment), footings, concrete, hardware, corrections, and incidentals for doing all

work involved in purchasing, delivery unloading, erecting and assembling all play equipment operative in place as shown on the plans, specifications, structural details and calculations, and manufacturer's engineered drawings and instructions. No additional compensation shall be allowed.

New Planting and Irrigation at Playground – Base Bid
Bid Item No. 36
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new planting from, various box and gallon sizes as indicated on the Planting Plans – (Sheet L-901) and Planting Schedule, around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans (Sheet L-701) in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 90 00 Landscaping and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **New Planting and Irrigation at Playground – Base Bid** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of shrubs from various gallon size including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Creek Demo and Infill with Dirt
Bid Item No. 37
Perform demolition of the existing creek work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing above ground playground equipment and all below grade concrete footings and structures.
1.1DISPOSAL OF DEMOLISHED MATERIALS
All removed materials not salvaged or reused shall be removed from the project site no later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.
Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS
All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or

may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.
Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility. Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.
1.3 CLEANUP AND REPAIR
The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT
Payment for demolition and site clearing shall be made at the contract **Square Foot (SF)** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

The contractor shall also provide the option to relocate 'Salvagable' boulders on site to avoid further hauling costs. Those costs shall be made aware to the city at the time of bidding.

24" x 24" Brooks Drain with #2424 Grate
Bid Item No. 38
The construction of the Brooks Drain is apart of drainage improvements shall conform to Standard Specifications and to the details shown on Improvement Plans.

PAYMENT
Payment for the installation of the Brooks drain shall consist of furnishing all labor, material, tools, equipment and incidentals and for doing all the work involved. Work shall be paid at the contract unit price per **Each (EA).**

6" Thick Concrete Pad over 6" CAB
Bid Item No. 39
All concrete work shall conform to Section 201-1 of the Standard Specifications and these Special Provisions.

PRODUCTS

1.1 CRUSHED AGGREGATE BASE

A. Crushed aggregate base will consist of entirely crushed rock and rock dust conforming to the requirements of Subsection 200-1.2 for ¾-inch crushed aggregate, of the Standard Specifications. Percentage of wear and grading will

conform to Subsections 200-2.2.1 and 200-2.2.2 of the Standard Specifications. Maximum size aggregate will be ¾-inch.

1.2 CONCRETE FLATWORK

A. Concrete flatwork shall be 520-C-2500. Curing compound shall be Type 2 (if required).

PAYMENT
Payment for 6" thick concrete pad over 6" thick crushed aggregate base shall be per **Square Foot (SF)**, complete in place, and shall be in conformance with the provisions of Subsection 201-2.4, "Measurement and Payment" of the Standard Specifications. Full compensation for labor, materials, and equipment to complete the construction is considered as included in the price paid, and no additional compensation shall be made.

Concrete Collard
Bid Item No. 40
Construction of concrete collar shall be per OCEMA Standard Plan 1317

PAYMENT
Payment for this item shall be at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved.

Modify Existing Catch Basin
Bid Item No. 41
Work under this item consists of modifying the existing catch basin per detail on Plans. Concrete shall be 520-C-2500.

PAYMENT
Payment for modification of existing catch basin shall be at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved.

Cobblestone River Washed Rock
Bid Item No. 42
Cobblestone river washed rock shall conform to details shown on Plans.

PAYMENT
Payment for this work shall be at the contract **Lump Sum (LS)** bid price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved.

18" Dia. HDPE Storm Drain
Bid Item No. 43
Construction of HDPE storm drain shall conform to Section 306 of the Standard Specifications and manufacturer's specifications. Trench resurfacing shall be per trenching detail on Plans.

PAYMENT

Payment for installation of 18” HDPE storm drain shall include excavation. Backfill and backfill compaction and shall be paid at the contract unit price per **Linear Foot (LF)** and no additional compensation shall be made.

BID ITEM DESCRIPTIONS
El Conejo Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #1 – Playground Equipment Alternate

Install 4" PVC SDR35 Drain Pipe – Alternate Bid
Bid Item No. 45

Installation of 4" PVC drain line shall be as shown per the project plans (Sheet L-302, G-1B). Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans (SHEET G-1A), the Special Provisions and these Technical Specifications, unless otherwise noted. Material for PVC shall be 4" PVC SDR35 for the installation. Location for installation of PVC shall be verified prior to construction.

PAYMENT

Payment for **Install 4" PVC SDR35 Drain Pipe – Alternate Bid** shall be paid at the contract unit price per **Linear Foot (LF)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Install 6" PVC SDR35 Drain Pipe – Alternate Bid
Bid Item No. 46

Installation of 6" PVC drain line shall be as shown per the project plans (Sheet L-302, G-1B). Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans (SHEET G-1A), the Special Provisions and these Technical Specifications, unless otherwise noted. Material for PVC shall be 6" PVC SDR35 for the installation. Location for installation of PVC shall be verified prior to construction.

PAYMENT

Payment for **Install 6" PVC SDR35 Drain Pipe – Alternate Bid** shall be paid at the contract unit price per **Linear Foot (LF)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Drain Inlet Under Rubberized Surface Playground – Alternate Bid
Bid Item No. 47

Installation of Drain Inlet under Rubberized Surface Playground shall be as shown per the project plans (Sheet L-302, G-1B). Drain, Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans (SHEET G-1B), the Special Provisions and these Technical Specifications, unless otherwise noted. Material for polypropylene for the installation. Location for installation of grate shall be verified prior to construction.

PAYMENT

Payment for **Drain Inlet Under Rubberized Surface Playground – Alternate Bid** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for

providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Flush Concrete Header – Alternate Bid
Bid Item No. 48
Work under these bid items shall include all costs associated with the construction of concrete **Flush Concrete Header – Alternate Bid** with color and finish as indicated on the Civil Plans/Landscape Plans (Sheet L-302, G-1B) and Landscape Construction Material Schedule **(P-102)**. Landscape Layout Plans, and the Landscape Construction Material Schedule on sheet L-300 and on plan view sheet L-302 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete.

PAYMENT
Payment for Bid Items under **Flush Concrete Header – Alternate Bid** shall be at the contract unit price for **Linear Foot (LF)** as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, base materials, aggregate, sealers, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement Concrete Bands complete in-place, reinforcement, jointing, and scoring, finishing as shown on the Plans. No additional compensation shall be allowed.

Playground Railing along Street Edge – Alternate Bid
Bid Item No. 49
Work under this bid item shall include all costs associated with the fabrication and installation of **Playground Railing along Street Edge – Alternate Bid** as indicated on the Plans (Sheet L-302) and the Landscape Construction Material Schedule on sheet L-300 **(R-201)** in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, Section 05 50 00 Metal Fabrications, No additional compensation will be allowed. All railings shall be set plum and shall be accessible, complying with the 2022 CBC.

PAYMENT
Payment for **Playground Railing along Street Edge – Alternate Bid** bid items shall be paid at the contract unit price as indicated in the Project Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, containers, steel plates, wood, paint, stain, galvanizing, fittings, hardware, and incidentals for doing all work involved in hauling, excavation, lifting, erecting, trenching, compaction, backfilling, preparation of sub grade, testing, painting, coating, staining, and installing Fences complete and operative in place as shown on the plans, specifications, structural detail, and calculations. No additional compensation shall be allowed.

Rubber Play Surface with Base – Alternate Bid
Bid Item No. 50
Work for this item shall be conducted as described in Section 32 18 16 Synthetic Resilient Surfacing and as indicated in the Plans (Sheet L-302, G-1B) and Landscape

Construction Material Schedule **(P-601).** Colors and Layout shall be as indicated on the Construction Plans.

PAYMENT
Payment for **Rubber Play Surface with Base – Alternate Bid** shall be at the contract unit price per **Square Foot (SF)** as set forth in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, base materials, sealers, binders, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement poured-in-place Resilient Thermal Plastic Vulcanized Play Surfacing including base complete in-place as shown on the Plans and as directed by the City Engineer. No additional compensation shall be allowed.

Purchase and Delivery of Playground Equipment – Alternate Bid
Bid Item No. 51
Work under this bid item shall include all costs associated with the purchase, submittals and final approvals of Play Equipment with color and finish and play features as indicated on the Plans (Sheet L-302), Landscape Construction Material Schedule on sheet L-300 **(PE-108, PE-109, PE-110, PE-111, PE-112, PE-113)**, technical specifications Section 02 88 20 – Playground Equipment, and Play Equipment Manufacturer's Quote # 1194757-02-02. All play components shall be purchased by the contractor. The contractor shall be responsible for accepting delivery and providing secure storage.

PAYMENT
Payment for Play Equipment shall be at the Lump Sum (LS) contract unit as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all play equipment as shown on the plans.
This payment shall also include permitting, taxes and shipping, and procurement of the manufacturer's engineered drawings, and completion of deferred submittals. No additional compensation shall be allowed.

Installation of Playground Equipment – Alternate Bid
Bid Item No. 52
Work under this bid item shall include all costs associated with the preparation and installation of Play Equipment with color and finish and play features as indicated on the Plans (Sheet L-302), Landscape Construction Material Schedule on sheet L-300 **(PE-108, PE-109, PE-110, PE-111, PE-112, PE-113)**, technical specifications Section 02 88 20 – Playground Equipment, and Play Equipment Manufacturer's Quote # 1194757-02-02. All play components shall be installed by the contractor per the project technical specifications. The contractor shall be responsible for accepting delivery and providing secure storage.
Play equipment installer shall be factory certified. The contractor shall be responsible for coordinating access for the construction of play equipment and rubberized surfacing, protecting each through construction operations.
The contractor shall be responsible for verifying and respecting all equipment fall zones and play area boundaries. All play areas and playground elements shall be accessible. All equipment clearances and deck heights shall be per the manufacturer's installation plans. All deck heights shall be coordinated with the rubber surfacing installer to ensure

proper thickness to meet HIC requirements. Drains shall be located plans. Drain conflicts with utilities and footings shall be brought to the attention of the City Engineer and Landscape Architect immediately. Subbase thickness, drain grate elevations and locations, and invert elevations shall be reviewed by the City Engineer and Landscape Architect prior to the placement of subbase.
The contractor shall retain an Independent Certified Playground Safety Inspector. This inspector shall provide a Safety Inspection report per the requirements of the project specifications. All corrections noted in the report shall be corrected as a part of this Bid Item.
Play equipment footings shall be as indicated in the construction plans and per the play equipment manufacturer's drawings. Footing recommendations shall comply with the requirements of the geotechnical report. Foundation / footing design by the play equipment manufacturer shall be constructed per manufacture provided structural plans and calculations. Refer to Section 02 88 20 – Playground Equipment.

PAYMENT
Payment for Play Equipment shall be at the Lump Sum (LS) contract unit as set forth in the Project Bid Schedule and shall be considered full compensation for installing, providing: labor, materials, tools, equipment, fittings, electrical work (associated with play equipment), footings, concrete, hardware, corrections, and incidentals for doing all work involved in purchasing, delivery unloading, erecting and assembling all play equipment operative in place as shown on the plans, specifications, structural details and calculations, and manufacturer's engineered drawings and instructions. No additional compensation shall be allowed.

New Planting and Irrigation at Playground – Alternate Bid
Bid Item No. 53
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new planting from, various box and gallon sizes as indicated on the Planting Plans – (Sheet L-902) and Planting Schedule, around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans (Sheet L-702) in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 90 00 Landscaping and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **New Planting and Irrigation at Playground – Alternate Bid** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And

installation of shrubs from various gallon size including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
El Conejo Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #2 – Table and BBQ Replacement

Demo Existing Site Furniture – Table and BBQ

Bid Item No. 55, 56

Perform Site Furniture demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing and properly disposing of all identified and all necessary other aspects of the existing site furniture that aren't to be repurposed as outlined in the plans.

1.1DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.
Burning of removed materials is not permitted.

1.2CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for site furniture demolition shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

Purchase and Delivery New Site Furniture

Bid Items No. 57, 59, 61

Work under this bid item shall include all costs associated with the purchase and delivery of all **New Site Furnishings** as provided by the contractor.

PAYMENT

Payment for the **New Site Furnishings** shall be paid at their respective contract unit prices per **Each (EA)** as indicated in the Bid Schedule and shall be considered full compensation for procuring and arranging delivery of all site furnishings pieces, including applicable taxes and freight. No additional compensation shall be allowed.

Installation New Site Furniture

Bid Items No. 58, 60, 62

Work under this bid item shall include all costs associated with the installation of all **New Site Furnishings** as provided by under Bid Items 40, 42 and 44 and specifications Section 12 93 00 Site Furnishings and Miscellaneous Materials and as required by product manufacturers installation instructions.

PAYMENT

Payment for the **New Site Furnishings** shall be paid at their respective contract unit prices per **Each (EA)** as indicated in the Bid Schedule and shall be considered full compensation for furnishing labor for installation only and incidentals for doing all work involved in hauling, lifting, assembling for the installation of all Site Furnishings complete, permanently attached in place as shown on the plans and Manufacturer's instructions. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
El Conejo Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #3 – Hillside Erosion Control Drain

NDS 1200 Square Polypropylene Catch Basin w/ 1212 Solid Grate
Bid Item No. 63

Installation of NDS 1200 Square Polypropylene Catch Basin w/ 1212 Solid Grate shall be as shown per the project plans. Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for polypropylene for the installation. Location for installation of grate shall be verified prior to construction.

PAYMENT

Payment for **NDS 1200 Square Polypropylene Catch Basin w/ 1212 Solid Grate** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Install 6" PVC SDR35 Drain Pipe
Bid Item No. 64

Installation of 6" PVC drain line shall be as shown per the project plans. Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for PVC shall be 6" PVC SDR35 for the installation. Location for installation of PVC shall be verified prior to construction.

PAYMENT

Payment for **Install 6" PVC SDR35 Drain Pipe** shall be paid at the contract unit price per **Linear Foot (LF)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Retaining Curb at Back of Sidewalk
Bid Item No. 65

Work under these bid items shall include all costs associated with the construction of concrete **Retaining Curb at Back of Sidewalk** with color and finish as indicated on the Civil Plans/Landscape Plans and Landscape Construction Material Schedule **(C-101)** Landscape Layout Plans, and the Landscape Construction Material Schedule on sheet L-300 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete.

PAYMENT

Payment for Bid Items under **Retaining Curb at Back of Sidewalk** shall be at the contract unit price for **Linear Foot (LF)** as set forth in the Project Bid Schedule shall be

considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, base materials, aggregate, sealers, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement Concrete Curbs, complete in-place, reinforcement, jointing, and scoring, finishing as shown on the Plans. No additional compensation shall be allowed.

New Planting and Irrigation at Hillside Erosion Control
Bid Item No. 66
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new planting from, various box and gallon sizes as indicated on the Planting Plans and Planting Schedule, around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 90 00 Landscaping and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **New Planting and Irrigation at Hillside Erosion Control** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of shrubs from various gallon size including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
El Conejo Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #4 – Playground Seating

Concrete Paving at Playground Seating
Bid Item No. 67

Work under this bid item shall include all costs associated with the construction of **Concrete Paving at Playground Seating** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4" Thk. Reinforced Concrete Walkway over 8" Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed, No additional compensation will be allowed.

PAYMENT

Payment for Bid Items **Concrete Paving at Playground Seating** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

Purchase and Delivery New Bench Seating at Playground
Bid Item No. 68

Work under this bid item shall include all costs associated with the **Purchase and Delivery of all New Bench Seating at Playground** as provided by the contractor.

PAYMENT

Payment for the **Purchase and Delivery of all New Bench Seating at Playground** shall be paid at their respective contract unit prices per **Each (EA)** as indicated in the Bid Schedule and shall be considered full compensation for procuring and arranging delivery of all site furnishings pieces, including applicable taxes and freight. No additional compensation shall be allowed.

Installation New Bench Seating at Playground
Bid Item No. 69

Work under this bid item shall include all costs associated with the **Installation New Bench Seating at Playground** as provided by under Bid Items 40, 42 and 44 and specifications Section 12 93 00 Site Furnishings and Miscellaneous Materials and as required by product manufacturers installation instructions.

PAYMENT

Payment for the **Installation New Bench Seating at Playground** shall be paid at their respective contract unit prices per **Each (EA)** as indicated in the Bid Schedule and shall be considered full compensation for furnishing labor for installation only and incidentals for doing all work involved in hauling, lifting, assembling for the installation of all Site Furnishings complete, permanently attached in place as shown on the plans and Manufacturer's instructions. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
El Conejo Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #5 – Alternate Park Sign

Stone and Metal Monument Sign (W101-B)
Bid Item No. 70
In Lieu of Bid Item 14, the **STONE AND METAL MONUMENT SIGN (W101-B)** shall include all necessary materials, footings, tools, excavating, fabrication, reinforcement, slurry, hardware, tools, cmu block, stone classing, metal signage and brackets, shop drawings and any other material or services needed to install the Monument Sign W101-B as shown on the project plans and details. All work will be considered part of the **STONE AND METAL MONUMENT SIGN (W101-B).**

PAYMENT
Payment for **STONE AND METAL MONUMENT SIGN (W101-B)** shall be paid at the contract unit price per **Lump Sum (LS)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Appendix A – Technical Specifications

CITY OF LAGUNA HILLS, CALIFORNIA

PLANS AND SPECIFICATIONS

FOR

El Conejo Park

25601 El Conejo Lane
Laguna Hills, CA 92653

Prepared By:

DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
(714) 641-1300

March 13, 2026

SPECIFICATIONS & CUT SHEETS

FOR EL CONEJO PARK RENOVATION PROJECT

IN THE CITY OF LAGUNA HILLS, CALIFORNIA

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TECHNICAL PROVISIONS

EL CONEJO PARK IMPROVEMENTS, LAGUNA HILLS

GENERAL STANDARD SPECIFICATIONS

The Standard Specifications for the construction materials and construction methods as set forth in the "Standard Specifications for Public Works Construction", 2018 Edition and supplements shall be the Standard Provisions for all the Work to be done and the provisions of the Contract for the Work. In case of conflict between the Standard Specifications and these Technical Provisions, the Technical Provisions shall take precedence over and prevail over such conflicting portions.

MOBILIZATION
BID ITEM 1:

Mobilization shall consist of preparatory work and operations including all of the labor, equipment, tools, supplies, costs, insurance, arrangements, and all others that are necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed including, but not limited to, bonds, insurance, securing an adequate storage site for equipment and materials, and construction site fencing prior to beginning work on the various contract items on the project site.

The cost of time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period shall have been included in the bid.

PAYMENT

Payment for the preceding shall be included in the **LUMP SUM** for mobilization and shall be considered full compensation including the cost for obtaining all the required business licenses and permits.

TRAFFIC CONTROL AND WORK SITE PROTECTION
BID ITEM 2:

1.1 DESCRIPTION

Traffic control, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specifications and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" and "Manual on Uniform Traffic Controls" published by the Department of Transportation, State of California, these Technical Provisions, and as directed by the Engineer.

1.2 PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during all phases of the work. The Contractor shall repair all damaged new improvements as a result

of vandalism (i.e., vehicle tracks, footprints, writing, etc.). If deemed necessary by the City, the Contractor shall repair, at its cost, the defective area in accordance with these Technical Provisions.

1.3 CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed prior to starting work and shall not be removed until all work has been completed.

Also, in conjunction to the public relations effort, Contractor shall supply and erect project construction information signs at the designated locations as determined by the City. Such signs shall conform to the City's specifications. Specific verbiage to be determined by the City. There shall be a minimum of two (2) such signs posted.

1.4 TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Technical Provisions.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to the park drive areas.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking for construction equipment in the work zone or on adjacent roads is not permitted. Parking of construction equipment shall be confined to the approved storage site.

1.5 STRIPING

Temporary striping and marking for traffic control if required shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

1.6 RESTRICTIONS ON SITE CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide reasonable access to the existing park facilities and have no greater quantity of work under construction that can be properly constructed with a minimum of inconvenience to the public.

PAYMENT

Payment for traffic control shall be made at the contract **LUMP SUM** price bid and shall be considered full payment for furnishing all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Technical Provisions.

DEMOLITION AND SITE CLEARING
BID ITEM 3, 8, 13, 15, 21, 22, 43, 44:

Perform demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations.

Provide services for effective air and water pollution controls as required by City and County Air Pollution Control District and the Southern California Air Quality Management District.

1.1 DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each work day and transported legally for disposal at a qualified site.

If hazardous materials are encountered, notify the City Inspector immediately.

Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.

Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility.

Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.3 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and the new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for demolition and site clearing shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, AND CONCRETE IMPROVEMENTS
BID ITEM 4, 15, 23, 24, 36:

Earthwork, removal and grading, removal and disposal of unclassified excavation, structural excavation, import and placement of selected backfill in existing swale being replaced with underground storm drain, export of existing material as indicated on Plans, removal of asphalt concrete pavement, sidewalk, driveways, etc. for proposed improvements shall conform to the applicable portions of Section 300 of the Standard Specifications for Public Works Construction and recommendations of a Geotechnical Report prepared by Global Geo-Engineering, Inc. Such work shall include all the cost of all labor, equipment, tools, supplies, and all other costs required to:

- Arrange with DigAlert to mark all potential interfering underground wet and dry utilities within the work limits;
- To the extent possible search, identify, and mark other underground utilities that were not identified by DigAlert;
- Expose, cut, and cap all existing irrigation lines and components along the excavate limits;
- Excavate, remove, and properly dispose of existing interfering soil and landscape materials;
- Remove and dispose of all interfering tree roots and organic matters. Root prune as described on the Landscaping Plan; and
- Grade to the elevations shown on plans. Backfill all voids and holes with similar and clean materials. Import as needed.
- Remove, and dispose of existing subgrade and compact soil backfill under the new concrete walks, and other areas of work as shown on the Plans and in accordance with the Geotechnical Report.
- Import and placement of selected backfill.

PAYMENT

Payment for this item shall be made per the contract **LUMP SUM** bid price for removal and disposal/export of excavated material, import and placement of selected backfill and no additional compensation for this item of work shall be made.

WATER POLLUTION CONTROL
BID ITEM 5:

Construction activities will be conducted in a manner to protect channels, storm drains, and bodies of water from pollution. Water pollution control work shall consist of activities necessary to meet the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Area wide Urban Storm Water Runoff Permit, the County's Drainage Area Management Plan (DAMP), The State's General Construction Activities Permit (Order No. 2022-0057-DWQ, NPDES No CAS000002, adopted September 8, 2022 and effective September 1, 2023), and as required by the Engineer. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Contractor shall install erosion and sediment control measures as indicated on Improvement Plans.

PAYMENT

Payment for water pollution control shall be at the contract **LUMP SUM** bid price and shall be full compensation for all items of work and all appurtenant work including installation of all erosion and sediment control measures and furnishing all labor, materials, tools, equipment and incidentals.

4" THICK REINFORCED CONCRETE WALKWAY OVER 8" CRUSHED AGGREGATE BASE
BID ITEM 11, 17, 31, :

All concrete work shall conform to Section 201-1 of the Standard Specifications and these Special Provisions.

PRODUCTS

1.1 CRUSHED AGGREGATE BASE

A. Crushed aggregate base will consist of entirely crushed rock and rock dust conforming to the requirements of Subsection 200-1.2 for ¾-inch crushed aggregate, of the Standard Specifications. Percentage of wear and grading will conform to Subsections 200-2.2.1 and 200-2.2.2 of the Standard Specifications. Maximum size aggregate will be ¾-inch.

1.2 CONCRETE FLATWORK

A. Concrete flatwork shall be 520-C-2500. Curing compound shall be Type 2 (if required).

PAYMENT

Payment for 6" thick concrete walkway over 6" thick crushed aggregate base shall be per **SQUARE FOOT**, complete in place, and shall be in conformance with the provisions of Subsection 201-2.4, "Measurement and Payment" of the Standard Specifications. Full compensation for labor, materials, and equipment to complete the construction is considered as included in the price paid, and no additional compensation shall be made.

6" THICK CONCRETE PAD OVER 6" CRUSHED AGGREGATE BASE
BID ITEM 38:

All concrete work shall conform to Section 201-1 of the Standard Specifications and these Special Provisions.

PRODUCTS

1.2 CRUSHED AGGREGATE BASE

B. Crushed aggregate base will consist of entirely crushed rock and rock dust conforming to the requirements of Subsection 200-1.2 for ¾-inch crushed aggregate, of the Standard Specifications. Percentage of wear and grading will

conform to Subsections 200-2.2.1 and 200-2.2.2 of the Standard Specifications. Maximum size aggregate will be ¾-inch.

1.2 CONCRETE FLATWORK

B. Concrete flatwork shall be 520-C-2500. Curing compound shall be Type 2 (if required).

PAYMENT

Payment for 6" thick concrete pad over 6" thick crushed aggregate base shall be per **SQUARE FOOT**, complete in place, and shall be in conformance with the provisions of Subsection 201-2.4, "Measurement and Payment" of the Standard Specifications. Full compensation for labor, materials, and equipment to complete the construction is considered as included in the price paid, and no additional compensation shall be made.

PVC DRAIN PIPE, BROOKS DRAIN BOX, DRAIN INLETS, AND REMOVAL OF DRAIN INLET BOX LID
BID ITEM 16, 25, 26, 27, 37, 48, 49:

These items are for the construction of drainage improvements shall conform to Standard Specifications and to the details shown on Improvement Plans.

PAYMENT

Payment for installation of 4" and 6" PVC SDR 35 drain pipe and 4" PVC pipe shall include excavation, backfill and backfill compaction and shall be paid at the contract unit price bid per **LINEAR FOOT** and no additional compensation shall be made. Payment for this item shall also include connecting the proposed PVC drain to existing inlet box per details on plans.

Payment for drain inlets and removal of top box of existing inlet and placing a lid at bottom of existing box shall be at the contract unit price bid per **EACH** and no additional compensation shall be made.

Payment for curb drain shall be at the contract unit price per **EACH** and no additional compensation shall be made.

18" DIAMETER HDPE STORM DRAIN
BID ITEM 42:

Construction of HDPE storm drain shall conform to Section 306 of the Standard Specifications and manufacturer's specifications. Trench resurfacing shall be per trenching detail on Plans.

PAYMENT

Payment for installation of 18" HDPE storm drain shall include excavation. Backfill and backfill compaction and shall be paid at the contract unit price per **LINEAR FOOT** and no additional compensation shall be made.

CONCRETE COLLAR
BID ITEM 39:

Construction of concrete collar shall be per OCEMA Standard Plan 1317.

PAYMENT

Payment for this item shall be at the contract unit price per **EACH** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved.

MODIFY EXISTING CATCH BASIN
BID ITEM 40:

Work under this item consists of modifying the existing catch basin per detail on Plans. Concrete shall be 520-C-2500.

PAYMENT

Payment for modification of existing catch basin shall be at the contract unit price per **EACH** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved.

COBBLESTONE RIVER WASHED ROCK
BID ITEM 41:

Cobblestone river washed rock shall conform to details shown on Plans.

PAYMENT

Payment for this work shall be at the contract **LUMP SUM** bid price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved.

SECTION 01 56 39- TEMPORARY TREE PROTECTION

PART 1: GENERAL

1.01 GENERAL CONDITIONS

Requirements of "General Conditions of the Contract" and of Division 1, "General Requirements", apply to work in this Section with same force and effect as though repeated in full herein.

1.02 DESCRIPTION OF WORK

Furnish all materials, labor, transportation, services, and equipment necessary to protect existing trees as indicated on Drawings and as specified herein. Prior to the start of demolition, the contractor shall meet on site with the City Engineer.

Work related in other Sections:

1. Section 32 84 00 – Irrigation
2. Section 32 90 00 - Planting
3. Section 32 92 23 – Sod
4. Section 32 93 95 – 90 Day Maintenance

1.03 TERMINOLOGY

Pruning terminology to be utilized as developed by the National Arborist Association and is herein attacked.

1.04 SUBMITTALS

Certification:

1. Submit written certification by a qualified Arborist that trees indicated to remain have been protected during course of construction in accordance with recognized standards and that where damage did occur, trees were promptly and properly treated.
2. Indicate which damaged trees, if any, are incapable of retaining full growth potential and are recommended to be replaced.

3. Arborist - an individual currently a member of the National Arborist Association or International Society of Arboriculture and verify proof of certification by such organization.

1.05 QUALITY ASSURANCE

Arborist Qualifications: Engage a qualified certified Arborist who has successfully completed tree protection and trimming, to perform the following work:

1. Remove branches from trees that are to remain.
2. Recommend procedures to compensate for loss of roots and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.
3. Recommend procedures for excavation and grading work juxtaposed to established plants.
4. Perform tree repair work for damage incurred by new construction.
5. Pruning to conform to ISA Pruning Standards and National Arborist Association Class I-IV as specified.

1.06 PROJECT CONDITIONS

Temporary Protections: Provide temporary fencing, barricades, or other suitable guards located outside dripline to protect trees and other plants that are to remain from damage. Tree protection fence / barrier shall be as indicated in the construction documents. At a minimum tree protection shall consist of a 6’ chain-link fence around significant trees. Trees on slopes shall be protected with a 3’ orange snow fence with wood stakes. Fences shall protect tree branches and the tree’s rootzone.

Protect Root Systems:

1. Do not store construction materials, debris, or excavated material within dripline of trees to remain.
2. Do not permit vehicles within dripline of existing trees.
3. Restrict foot traffic to prevent excessive compaction of soil over root systems within dripline.

PART 2: PRODUCTS

2.01 MATERIALS

Drainage Fill: Selected stone or gravel, graded to pass a 3-inch sieve and retained on a 1-inch sieve.

New Topsoil:

1. Fertile, friable, surface soil, containing natural loam.
2. Obtain from local sources or from areas having similar characteristics to indigenous topsoil.
3. Provide topsoil that is reasonably free of subsoil and clay lumps, and free of brush, weeds, roots, stones larger than 2-inches and free of other extraneous or toxic matter harmful to plant growth.
4. Obtain topsoil only from well-drained sites where soil occurs in depth of 4-inches or more. Do not obtain from bogs or marshes.
5. Topsoil, prior to use, must be laboratory tested for horticulture suitability and such test must be approved by Owner's Authorized Representative prior to placement.
6. Utilize mulch from tree removals, or purchase and place 2" medium grind mulch, or utilize mulch as provided by the City.
7. Water, clean domestic or well water shall be utilized for watering to maintain trees and shrubs that are to be protected.

PART 3: EXECUTION

3.01 GENERAL

Protect tree root systems from damage due to noxious materials caused by runoff or spillage during mixing, placement, or storage of construction materials. Protect root systems from flooding, eroding, or excessive wetting resulting from dewatering operations.

Do not allow fires under or adjacent to trees or other plants that are to remain.

Branches may be removed for construction purposes only upon approval of Owner's Authorized Representative or Arborist and subject to local governing agency ordinances.

1. Where directed by City Engineer or Arborist, extend pruning operation to restore natural shape of entire tree.
2. Cut branches and roots, if required, with sharp pruning instruments. Do not break or chop.

Mulch shall be placed to protect tree root zones. Mulch shall be 6” to 8” thick organic mulch. Do not place mulch within 6” of tree trunks. For Oak trees, do not place mulch within 24” of tree trunk.

3.02 ON-GOING MAINTENANCE / TREE AND SHRUB WATERING

A. Provide maintenance of existing trees and shrubs that are indicated in the drawings as “protect in place”

B. Maintenance shall consist of watering, weed control, mulching, re-staking, pruning / trimming, tightening, restoration of planting saucers, aeration where areas have been compacted, and furnishing and applying such sprays and invigorants as are necessary to maintain the plants free of insects and disease and in thriving condition.

C. Irrigate planting areas as required to ensure active growth. Maintain planting areas in a moist, but not saturated, condition. Regulate irrigation as necessary to avoid erosion and gullying.

1. Supplemental hand watering may be required to maintain new and existing planting.

2. When hand watering, use water wand to break the water force.

3.03 EXCAVATION AROUND EXISTING TREES

Excavate within proximity of existing trees only where indicated on Drawings. Do not machine-excavate within dripline. Consult City Engineer, City Arborist and Landscape Architect prior to excavating thru a trees drip line.

1. Acceptable methods are hand digging, boring, and air-spade under the supervision of the City’s Arborist.

Where excavating for new construction is required within dripline of trees, hand-excavate to minimize damage to root systems. Provide sheeting at excavations if required. Use narrow-tine spading forks and comb soil to expose roots.

2. Relocate roots in backfill areas wherever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking. If encountered immediately adjacent

to location of new construction and relocation is not practical, cut roots approximately 3-inches back from new construction.

Do not allow exposed roots to dry out before permanent backfill is placed. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.

3. Root greater than 3” in diameter shall be protected within 3 hours of excavation.
4. Roots greater than 3” in diameter shall not remain unprotected at the end of a workday.

Where trenching for utilities is required within dripline, tunnel under or around roots by hand digging. Do not cut main lateral roots or tap roots; cut only smaller roots that interfere with installation of new work. Cut roots cleanly with sharp, appropriate pruning instruments. Do not break or chop roots.

Prune branches to balance loss to root system caused by damage or cutting of root system as directed by Owner’s Authorized Representative or Arborist.

Avoid heavy compaction in areas that include major roots. Any work within dripline should be done by hand and under the supervision of a certified arborist.

3.04 GRADING AND FILLING AROUND EXISTING TREES

Maintain existing grade within dripline of trees.

Lowering Grades:

1. Where existing grade is to be lowered around a protected tree, gradually slope grade away from tree as recommended by Arborist. Do not reduce grade within tree dripline.
2. Consult Owner’s Authorized Representative or Arborist for appropriate plans on grade cuts exceeding 12-inches which may require details as to drains, special backfill mixes and retaining walls.

Raising Grades:

3. Where existing grade is to be raised 6-inches or more within tree root zone, consult the Engineer or Arborist to provide appropriate remedial plans to accommodate this grade change.

4. Such plans may address perforated pipe bends, drain lines, grates and retaining walls as may be required.
5. No soil fill will be allowed to cover over existing tree root zone grade.
6. Do not place soil as to cover tree trunk root flare.
7. For bidding purposes only: assume grades will be raise by placing a 2" layer of sand over the existing finish grade to achieve the design elevation for new finish surface.

3.05 ROOT PRUNING

Branch pruning may be required to stimulate root growth and to compensate for loss of roots.

Prune only per written recommendations from Arborist and conform to established pruning standard practices.

Ensure that Arborist provides Owner typed instructions for recommended long term maintenance procedures to be followed after completion of construction operations.

3.06 REPAIR AND REPLACEMENT OF TREES

Repair trees damaged by construction operations. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.

Remove and replace dead and damaged trees that Arborist determines to be incapable of restoration to normal growth pattern.

Provide new trees at a 48" box size and species of a species as selected by the Landscape Architect.

If trees over 6-inches in caliper measurement (taken 12-inches above grade) are required to be replaced, provide new trees of 6-inch caliper size and of species selected by Owner's Authorized Representative.

3.07 DISPOSAL

Do not burn trees or branches on-site.

Removal from Owner's Property: Remove excess excavation, displaced trees, and trimmings and dispose of off City's property.

END OF SECTION

SECTION 02 88 20 - PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Furnish all labor, materials, tools, equipment, appliances and necessary incidentals for the complete installation of all play structures, stand-alone play equipment, exercise equipment, and rock/rope climbing equipment.

B. Related sections.

Section 03 30 53: Concrete Formwork
Section 12 93 00: Site Furnishings and Miscellaneous Materials
Section 32 18 16: Synthetic Resilient Surfacing

C. Provide play ground certification.

1. The contractor shall retain a certified playground safety inspector at his own expense and provide a play ground safety certification report.

2. Any discrepancies found in the play ground safety report shall be resolved to the satisfaction of the city prior to acceptance of the play ground and prior to the start of the maintenance period.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 SUBMITTALS

A. Product Data: Submit complete manufacturer's descriptive literature and specifications.

B. Shop Drawings: Submit Shop Drawings describing the fabrication and installation of equipment proposed for use.

C. Samples: Submit the manufacturer's standard palettes for the selection of color.

D. Calculations:

1. Provide Structural calculations for all materials proposed as required by local building code.

2. Design Data: Submit engineering' calculations confirming the design of the play equipment, structures, and protective devices proposed for use.

a. Calculations for framing members, steel supports, and anchorage to the structure shall be prepared and signed by a Structural Engineer currently licensed to practice in the State of California.

E. A Certificate of Insurance shall be provided by all equipment manufacturers.

1.03 SUBSTITUTIONS

A. Submit three (3) sets of a typewritten list of equipment and materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, model number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the equipment and material to be installed.

B. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor’s sole expense for all changes caused by approved substitutions which affect other items of work.

C. Substitutions will be rejected if materials proposed do not meet or exceed those specified on the plans or within the contract documents. Comparison for proposed substitutions shall be provided in writing by the contractor.

1. Product equivalency shall be base on maintaining the design intent as well as a qualitative analysis of strength and durability, Finishes, UV Exposure, warranty, and cost and savings to city.

1.04 FIELD CONDITIONS

A. Field Measurements: The contractor shall be responsible for verifying all field measurements prior to the installation if the play equipment and the surrounding hardscape.

B. The contractor shall be responsible for making any adjustments necessary to ensure the safety fall zones with-in the play areas.

C. Any discrepancies within the layout of the design shall be immediately brought to the attention of the City Engineer, designer, and play equipment manufacturer's representative.

D. Improper installation of play equipment resulting in a compromise or safety shall be corrected by the contractor at no additional cost to the city.

E. All fall zone distances shall be field verified by the contractor prior to the installation of the adjacent hardscape and again prior to the installation of the synthetic grass surfacing. Fall zones shall be marked on the finished grade and reviewed by the City's designated representative.

1.05 WARRANTY

A. Provide product warranty information for all items included in this section.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Design, play value, materials, and warranty are based on the use of products manufactured by:

1. Play Equipment
   Landscape Structures
   Coast Recreation Inc.
   Contact: Allison Hepburn
   (714) 619-0100

2.02 MATERIALS

See Construction Details for specific playground components.

PART 3 EXECUTION

3.01 INSTALLATION

A. The installing contractor shall provide proof experience with references showing 5 similar projects constructed within the past 5 years.

B. General: Install the playground equipment in accordance with the manufacturer's recommended procedures and installation sequence. Equipment shall be rigid, straight, plumb and level. Secure equipment with manufacturer's fastening devices.

C. Foundations: Support holes shall be filled with concrete to the full required depth. The top of the concrete shall be 6" below finished grade. Primary supports shall be temporarily supported until concrete has sufficiently cured.

D. Metal Connectors: Secure with pins or spot welding to prevent loosening of the connection.

3.02 CLEANING

A. Clean surfaces of equipment thoroughly and leave ready for intended use.

3.03 CERTIFICATION

A. The Contractor shall retain an independent certified playground safety inspector to review the play equipment after installation. The Playground inspector shall be certified by CPSI with no less than 5 years experience. The Playground safety inspector shall submit a letter report detailing any deficiencies or accessibility issues related to the design and manufacturing, or installation of the structure.

B. Any deficiencies in the playground as noted for immediate correction by the certified playground inspector shall be reconciled by the contractor prior to acceptance at no additional cost to the city.

END SECTION

SECTION 03 11 13 - CONCRETE FORMWORK

PART 1: GENERAL

1.01 DESCRIPTION

A. The General Provisions shall apply to all Concrete Formwork operations. Provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Section.

Section 03 30 53: Miscellaneous Concrete

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings shall be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this Section shall be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

PART 2: PRODUCTS

2.01 MATERIALS

A. Where finish concrete is below grade, plywood or sawed lumber formwork shall be constructed of substantial material as selected by the Contractor.

B. Where finished concrete is above grade and scheduled to be exposed, use Plyform Class I and II B-B, EXT-DFPA.

C. Form coating shall be a non-grain-raising and non-staining type that will not leave residual matter on the surface of the concrete or adversely affect bonding to concrete of paint, plaster, or other applied materials.

D. Portland cement shall be Type V, ion alkali and shall conform to ASTM C150.

PART 3: EXECUTION

3.01 INSTALLATION

A. All concrete above grade shall be cast in plywood or sawed lumber forms.

B. Concrete below grade may be poured directly against earth in open trenches.

C. All forms shall be constructed true to line and level, sufficiently tight to prevent leakage of mortar, and shall conform exactly to the dimensions of the finished concrete as shown on the drawings. Forms for curved surfaces shall be so constructed and placed that the finished surface shall not deviate from the arc of the curve; flat spots will not be accepted.

D. Where studs in formwork are spaced not over 12” o.c., 5/8” minimum plywood shall be used. Where studs are spaced not over 16” o.c., 3/4” minimum plywood shall be used.

E. Place long dimension of plywood sheets perpendicular to direction of studs.

F. Forms and metal reinforcement shall be checked and approved by the Engineer before concrete is placed.

3.02 REMOVAL OF FORMS

Do not disturb or remove forms until the concrete has developed sufficient strength to safely sustain its own weight and the superimposed loads above. After concrete is placed, the following minimum time periods shall elapse before the removal of forms.

ITEM	FORMS	SHORING
Sides of walls and edge of slabs and footings	3 days	5 days

END OF SECTION

SECTION 03 30 53 - MISCELLANEOUS CONCRETE

PART 1: GENERAL

1.01 DESCRIPTION

A. The General Provisions shall apply to all miscellaneous concrete work operations. Provide labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 03 11 13 - Concrete Formwork

C. The Standard Specifications for Public Works Construction, “Greenbook”, latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the “Greenbook”, unless otherwise determined by the Engineer.

D. Definitions.

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3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer’s representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer’s directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. Material quality standards and testing procedures shall be in accordance with all ASTM standards and testing procedures and shall be the latest requirements.

1. All tests shall be made by a testing laboratory acceptable and approved by the Engineer.

2. One mechanical analysis and one decantation test shall be made of the sand and coarse aggregate proposed for the work.

E. Reinforcing Steel: All steel shall be Grade 60 billet steel conforming to ASTM A-615.

1.03 SUBMITTALS:

A. Shop Drawings: Submit for concrete slabs showing dimensioned locations and types of construction and expansion joints.

B. Samples: Prepare minimum 4-foot square samples of each required slab finish excluding only monolithic trowel and float finishes. Include a transverse expansion joint, scoring, and edging.

PART 2: PRODUCTS

2.01 MATERIALS

A. Concrete shall have a minimum compressive strength at 28 days of 2500 psi.

B. Portland Cement shall be Type V, low alkali, and shall conform to ASTM C150.

C. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity. Maximum aggregate size shall be 3/4 inch.

D. Fine aggregate shall consist of washed natural sand having hard, strong and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter or other deleterious substances.

E. Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a major dimension in excess of two and one-half (2 1/2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

F. Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.

G. Imprint pattern and color shall be as noted on the plan under construction materials schedule.

H. Each component of the concrete mix shall be supplied from the same source for the entire project.

2.02 PROPORTIONS AND MIXING

A. The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory. Cost of mix design shall be borne by Contractor.

B. Slump: Adjust quantity of water so concrete at time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

Part of Structure	Maximum Slump Inches	Maximum Water-Cement Ratio
Footings, foundation walls, and mass concrete, not reinforced	4	0.6
Slabs on grade, reinforced and non-reinforced	3	0.45
Reinforced concrete over 8” thick	4	0.5
Reinforced concrete 8” or less thick	4-1/2	0.5
All other concrete	4	0.5

C. The concrete shall be mixed as follows:

1. Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.

2. Transit-mix concrete shall be mixed for a period of not less than ten (10) minutes. At least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.

3. Transit-mix concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two (2) gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.

4. The concrete, at time of placing, shall be in such condition that it can be properly placed.

2.03 MISCELLANEOUS CONCRETE

A. Concrete footings
B. Concrete flatwork
C. Concrete header
D. Concrete Curbs

PART 3: EXECUTION

3.01 PLACING CONCRETE

A. Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, so that no separation will occur. No concrete which has stood for more than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in its final position within ninety (90) minutes after water is first added to the batch.

B. Maximum free drop of concrete shall not be more than 5’-0”. Use tremies in deep sections.

C. The location of all stoppages shall be approved by the Engineer.

D. The flow surface of the freshly poured concrete shall be level whenever any pour is stopped and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the Engineer. Details of such joints shall be as directed by the Engineer.

E. Before the placing of any concrete, the surface of the previously poured concrete shall be clean, wet and free of oil or any other contamination.

F. Install concrete and cement finish work true to lines, dimensions, levels, and finish with smooth unblemished surfaces for exterior finishes specified on Plans.

G. Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the right of the City to require complete removal of defective work if patching does not restore quality and appearance of work.

H. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

3.02 CONCRETE FINISH

A. Compact and tamp concrete as specified to bring 3/8” of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply finishes until surface water disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.

B. The color for concrete paving shall be as shown on plans.

C. Integral color concrete shall be incorporated per manufacturer’s rates and specifications.

D. The pattern for imprint concrete shall be as shown on plans.

3.03 CONSTRUCTION/CONTRACTION AND EXPANSION JOINTS

A. Expansion joint material shall be at all vertical surfaces.

B. Locate construction and contraction joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab.

1. Construction joints shall be a maximum of twenty feet (30’) apart, with contraction joints a maximum of ten feet (10’) from construction joints. See plans for design layout.

2. The Contractor shall obtain the Engineer’s approval of layout showing proposed location of joints before pouring concrete.

C. Caulking of expansion joints where called for on the Plans shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seat, Grace, 3-H or approved equivalent.

1. Color shall match the color of the concrete where the expansion joint occurs unless shown otherwise on the plans.

2. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints.

3. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over seated joints until sealer has fully cured.

3.04 QUALITY CONTROL

A. Smoothness tolerance exterior concrete finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10' straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.

B. Inspections will be provided as necessary. Call for inspection two (2) working days prior to need.

C. The Contractor shall call for inspection during specific phases of construction. They shall include:

1. All form work prior to pouring.

2. All footings prior to pouring.

3. Subgrade prior to pouring.

4. Drag form approval.

5. At beginning of imprinting.

D. Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.

E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

3.05 TESTING

A. Compression tests of concrete shall be made as required by the Building Code except that compression tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the City.

B. Storage of test cylinders on the site and after delivery to the testing shall be in accordance with ASTM Designation C31.

1. Should the strength by test fail, the mix shall be adjusted so that the resulting concrete shall comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor.

2. Should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method. If such tests show the concrete to be defective, the concrete shall be removed and replaced or adequately strengthened as required under the governing Code. All expenses involved shall be borne by the Contractor.

3. Testing of concrete shall be at the discretion of the Engineer.

END OF SECTION

SECTION 04 22 00 -CONCRETE MASONRY UNITS

PART 1: GENERAL

1.01 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and install concrete masonry units (CMU) including reinforcement, anchorage, and accessories as indicated on the Plans and as herein specified.

B. Related Section.

Section 03 11 13: Concrete Formwork
Section 03 30 53: Miscellaneous Concrete
Section 12 93 00: Site Furnishings and Miscellaneous Materials

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

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1.02 QUALITY ASSURANCE

A. Perform Work in accordance with the current edition of the California Building Code.

B. Mortar and grout mix design:

1. The Contractor shall employ and pay for, an independent testing laboratory acceptable to the Engineer to design the mortar and grout mixes required.

2. The mixes shall be designed by the testing laboratory to produce mortar and grout of the strengths shown on the Drawings. Refer herein for tests to be used in determining masonry strengths.

1.03 REFERENCES

A. ACI 530 - Building Code Requirements for Masonry Structures.
B. ACI 530.1 - Specifications for Masonry Structures.
C. ASTM A 82 - Cold-Drawn Steel Wire for Concrete Reinforcement.
D. ASTM A 123 - Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
E. ASTM A 167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate.
F. ASTM A 525 - Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.
G. ASTM A 580 - Stainless and Heat-Resisting Steel Wire.
H. ASTM A 615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
I. ASTM C 55 - Concrete Building Brick.
J. ASTM C 90 - Load-Bearing Concrete Masonry Units.
K. ASTM C 652 - Hollow Brick (Hollow Masonry Units Made from Clay or Shale).
L. IMIAC - International Masonry Industry All-Weather Council: Recommended Practices and Guide Specification for Cold Weather Masonry Construction.
M. UL - Fire Resistance Directory.

1.04 SUBMITTALS

A. Submit under provisions of City specifications.

B. Shop Drawings: Indicate bars sizes, spacings, locations, reinforcement quantities, bending and cutting schedules, supporting and spacing devices for reinforcement and accessories.

C. Product Data: Provide data for masonry units.

D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.05 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products

specified in this section with minimum 5 years experience.

1.06 REGULATORY REQUIREMENTS

A. Conform to applicable code for masonry construction.

PART 2: PRODUCTS

2.01 MATERIALS

A. CMU: Size and Finish noted in detail

C. Portland cement: ASTM C 150, Type I, II or III.

D. Lime: ASTM C 207, Type S.

E. Aggregates:

1. For grout: ASTM C 404. Modify coarse aggregate grading requirements so that not more than 5% pass a No. 8 sieve and 100% passes a 3/8 in. sieve.

2. For mortar: ASTM C 144.

F. Mortar coloring pigments: Chemically inert, color-fast, finely ground limeproof pigment by LM Scofield & Co., or equal, of the color selected to match Engineer approved sample.

G. Admixture for grout: Sika Grout-Aid by the Sika Corp. or equal.

H. Water: Potable and fresh.

I. Reinforcing steel: ASTM A 615, grade shown.

J. Miscellaneous materials: As hereinafter specified and as necessary to complete this work.

2.02 MORTAR AND GROUT MIXING

A. Mix in the proportions designed by testing laboratory.

B. Use admixtures according to their manufacturer's printed instructions. Secure manufacturer or distributor initial supervision by a qualified field representative to assure proper use of admixture.

C. Mix by placing 1/2 of water and sand in operating mixer. Then add cement, lime, admixture and the remainder of sand and water. After all ingredients are in the mixer, mix mechanically for not less than three minutes. Do not hand-mix ingredients.

D. Use grout for placing of consistency as fluid as possible for placing without segregation of constituent parts.

E. Mortar may be retempered with water as required to maintain high plasticity.

F. Retemper on mortar boards only by adding water within a basin formed with the mortar and rework the mortar into the water.

G. Discard mortar and grout which are unused after 1-1/2 hour from initial mixing time.

PART 3: EXECUTION

3.01 SHORES AND CENTERING

A. Design, erect, support, brace and maintain shoring and centering for temporary support of cobble elements.

B. Construct true to required shape, size and form, well braced and made rigid in all parts and capable of supporting and sustaining the loads to which they are subjected.

C. Leave shores and centering in place until cobble can safely carry its own weight and the added loads of construction.

D. Brace Pilaster adequately to withstand all forces they will be subjected to during construction. Walls are not designed to be self-supporting for lateral loads until attached to floor and roof elements.

3.02 WORKMANSHIP

A. Erect pilaster plumb, square, straight and true to indicate lines, position and dimensions, in level courses with joints properly aligned.

B. Use sound, dry, clean cobble units free from cracks when placed in the structure.

C. If it is necessary to move a unit after it as been once set in place, remove the unit from the wall, clean and set in fresh mortar.

D. Do not exceed the tolerances contained in ACI 117 for completed work.

3.03 REINFORCEMENT

Embed reinforcement completely in grout with minimum coverage specified below.

3.04 BONDING

A. For bonding the cobble to the foundation, clean top surface of concrete foundation, remove laitance and expose aggregates before starting masonry construction.

B. Lay-up sides in straight uniform courses.

C. Corners shall have a standard bond by overlapping units and grouting solid.

3.05 JOINTS

A. Lay the starting joint on foundations with full mortar coverage on the bed joint. Keep area where grout occurs free from mortar so that grout will contact the foundation.

B. Mortar surfaces between cobbles shall be smooth and uniform cobble to produce a dense, slightly concave surface well bonded to the cobble on each side where exposed in the Work.

C. Perform tooling when mortar is partially set but still sufficiently plastic to bond. Use a tool which compacts the mortar, pressing excess mortar out of joint rather than dragging it out.

D. Rake out joints which are not right at the time of tooling, point and then tool.

E. Set capping units and bearing plates in a full bed of mortar.

F. Do not wet the cobbles units except that in very dry weather the contact surfaces of the units shall be moistened immediately before laying.

3.06 GROUTING

A. Keep mortar droppings out of or remove from the grout space before grouting.

B. Perform grouting from the inside of the cobble. Vibrate grout after initial absorption of water, but before plasticity is lost, to encase steel and to insure contact. Encase reinforcement in minimum of 1/2 in. of grout between

cobble and reinforcement.

3.07 FIELD QUALITY CONTROL

A. The Owner's Testing Agency will test mortar and grout as required by governing [CAC] .

B. The Testing Agency shall make the following tests in accord with these Specifications and the requirements of the [CAC]. The minimum acceptable test results are listed below.

C. At the beginning of masonry work, at least 2 test samples of mortar grout shall be taken and prepared for each 50 cu. yds. or fractional part hereof, and continuously stored in most air until tested. The compressive strengths shall meet the minimum strengths specified. Perform tests in compliance with the following:

D. Compression test strengths:

1. Mortar compression tests: On 2 in. x 2 in. cubes tested in compliance with ASTM C 109.

   a. 7 day: 1800 psi.

   b. 28 day: 3000 psi.

2. Grout compression tests: On cylinders made and cured in compliance with ASTM C 31. Compressive strength shall be determined in compliance with ASTM C 39.

   a. 7 day: 2000 psi.

   b. 28 day: 3300 psi.

E. Additional samples shall be taken whenever any change in materials or job conditions occurs or whenever, in the judgment of the Engineer, such tests are necessary to determine the quality of the material and installed work.

F. In making mortar test specimens, the mortar shall be taken from the unit soon after spreading. After molding, the molds shall be carefully protected by a covering which shall be kept damp for at least 24 hours, after which the specimens shall be stored and tested as required for concrete cylinders.

G. In making grout test specimens, remove molds after the grout has taken its set but before it has hardened. Store cylinders as required for concrete cylinders and test in the vertical position.

H. The compressive strength of masonry work shall be established by preliminary tests made in advance of the operations, using prisms of similar materials under the same conditions and insofar as possible, with the same bonding arrangement, mortar composition and joint thickness as for the structure. In building the prisms, the moisture content of the unit at time of laying, the consistency of the mortar, the workmanship and curing conditions shall be the same as will be used in the structure.

I. Test specimens shall be large enough to approximate the actual conditions in the finished structure, but small enough to facilitate handling and cutting to the size prisms required to fit the testing machines available. All tests shall be made in accord with the [UBC] [CAC].

J. Whenever there is any evidence that materials to be used in masonry construction do not conform to the Specifications, the material shall be tested for compliance before being used in the work.

K. All tests shall be made by the Testing Agency of record.

L. Testing of mortar and grout shall e at the discretion of the Engineer.

3.09 CLEANING

A. Remove grout scum and grout stains from the pilaster and all other surfaces immediately.

B. After pilaster is constructed, do not saturate with water for curing or any other purpose.

C. Where atmosphere is dry, dampen pilaster surface with a very light fog spray for 3 days.

END OF SECTION

SECTION 05 73 13 – ORNAMENTAL TUBULAR STEEL FENCES AND GATES

PART 1: GENERAL

1.01 DESCRIPTION

A. Tube Steel Fence and Gate.

B. Related Sections

Section 03 11 13 – Concrete Formwork
Section 03 30 53 – Miscellaneous Concrete

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 SUBMITTALS:

A. Shop Drawings: Layout of railing and fence with dimensions, details and finishes of component accessories and post foundations.

B. Product Data: Manufacturer's catalogue cuts indicating material compliance and specified options.

C. Samples: Color selections for finishes. If requested, samples of materials, (e.g. finials, caps, and accessories).

PART 2: PRODUCTS

2.01 MANUFACTURER

A. Products from qualified manufacturers having a minimum of 5 years experience manufacturing ornamental picket fencing.

B. Ornamental Picket Fence:
Style: Per detail - see plans
Height: Per detail – see plans

C. Ramp Handrail:
Style: Per detail - see plans
Height: Per detail – see plans

2.02 TUBE STEEL PICKETS, RAILS AND POSTS

A. Pickets: Per plan-see detail

B. Rails: Per plan-see detail

C. Posts: Per plan-see detail

D. Finish: Per plan-see detail l

1. In accordance with ASTM A123 Grade 85, for steel and iron products; use ASTM A153, Class B2, for steel and iron hardware.
2. Fabricate items for galvanneal finish in one piece in greatest extent possible for separate panels. Field welding of main components will not be permitted.
3. Surfaces shall be free of icicles, spangles and puddling. Provide venting holes at all enclosed sections; Drilled holes are acceptable. Locate venting holes at a low point to prevent rainwater from entering and standing water. See drawings and schedules for extent of steel items to be provided with a galvanized finish.

PART 3: EXECUTION

3.01 EXAMINATION

A. Verify areas to receive fencing are completed to final grades and elevations.

B. Ensure concrete alignment and elevations are clearly established.

3.02 INSTALLATION

A. Install fence in accordance with these plans and specifications.

B. Space posts uniformly at on center, as indicated in detail.

C. Concrete Set Posts: All post will be set in a concrete footing as indicated in detail. Construct concrete footing as indicated in detail.

D. Gate Posts and Hardware: Not applicable on this project

E. Check each panel for vertical and top alignment and maintain in position during placement and finishing operation.

3.03 CLEANING

Clean up debris and unused material and remove from site.

END OF SECTION

SECTION 09 75 00 - MANUFACTURED STONE AND BRICK VENEERS

PART 1: GENERAL

1.01 SECTION INCLUDES

A. Manufactured stone and brick veneer.

1.02 RELATED SECTIONS

A. Section 042200 – Concrete Masonry Units

1.03 REFERENCES

A. ASTM C 91: Specification for Masonry Cement.

B. ASTM C 150: Specification for Portland Cement.

C. ASTM C 177-71: Test Method for Thermal Conductivity by Means of Guarded Hot Plate.

D. ASTM C 207: Specification for Hydrated Lime for Masonry Purposes

E. ASTM C 270: Specification for Mortar for Unit Masonry

1.04 SUBMITTALS

A. Submit three copies of manufacturer's data and cut sheets.

B. Submit three full sized samples for each type material used.

C. Submit three copies of manufacturer's installation instructions.

1.05 QUALITY ASSURANCE

A. Applicator: Company experienced in the installation of manufactured stone and brick veneers of the types specified, with a minimum of 5 years experience.

1.06 DELIVERY, STORAGE AND HANDLING

A. Store mortar and other moisture-sensitive materials in protected enclosures; handle by methods which avoid exposure to moisture.

1.07 PROJECT CONDITIONS

A. Protect materials from rain, moisture and freezing temperatures prior to, during and for 48 hours after completion of work.

B. Allow no construction activity on opposite side of wall during installation and for 48 hours after completion of work.

1.08 WARRANTY

A. Provide manufacturer's warranty.

PART 2: PRODUCTS

2.01 MANUFACTURERS

A. Creative Mines or approved equal

2.02 MATERIALS

A. Craft Foothill Rubble, color Toasted

B. Mortar

1. Portland Cement, ASTM C 150, Type I or masonry cement (Type N), ASTM C 91.

2. Masonry sand.

3. Lime: ASTM C 207

4. Iron oxide pigments (if required)

C. Masonry Sealer: If specifying use: breather type (non-film forming) sealer.

2.03 MANUFACTURED UNITS - CULTURED STONE

A. Compressive Strength: Tested in accordance with UBC Standard No. 26-10, Parts I and IV.

B. Shear (adhesion) strength: tested in accordance with ASTM C 482 using a unit thickness approximately the same as the stone unit.

C. Thermal Resistance: K factor 2.82 in accordance with ASTM C 177. R factor is .355 per 1 inch of thickness.

D. Fire Hazard Test on 1 7/8 inch thick Sample: Flame spread of 0, smoke development of 0 in accordance with UL723

PART 3: EXECUTION

3.01 PREPARATION

A. Open Studs: Install paper backed metal lath to studs using galvanized nails or staples which penetrate a minimum of 1 inch and place 4 inches on center. Apply ½ inch to ¾ inch scratch coat and allow to dry 48 hours. Wrap weather resistant barrier and metal lath a minimum of 16 inches around all outside and inside corners.

B. Sheathed Surfaces: Install one layer of weather-resistant barrier with lap joints 4 inch shingle fashion. Apply code approved metal lath, attach with galvanized nails or staples which penetrate a minimum of 1 inch. Apply 6 inches on center vertically and 16 inches on center horizontally. Wrap weather resistant barrier and metal lath a minimum of 16 inches around all outside and inside corners.

C. Concrete and Masonry Surfaces, New, Clean and Untreated: (no preparation needed) Examine newly poured concrete closely to ensure that its finished surface contains no releasing agents (form oil). If it does contain form oil, etch surface with muriatic acid, rinse thoroughly and/or score with a wire brush, or use high pressure water or sandblasting to remove.

D. Existing Concrete and Masonry Surfaces: If required remove paint, coatings, sealers and dirt as recommended in 3.01 C, or apply metal lath to surfaces, attach with galvanized concrete nails. Apply 6 inches apart, 16 inches on centers.

3.02 MORTAR MIXING

A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C 270, Type N.

B. Do not use anti-freeze compounds to lower the freezing point of mortar.

3.03 APPLICATION

A. Apply in accordance with Manufacturer's Installation Instructions.

B. Apply ½ inch to ¾ inch of mortar to lath and/or dampened masonry, stucco or concrete surfaces, covering a maximum of 10 square feet at one time. Press the units firmly into position in soft mortar bed, jiggle and apply slight pressure to unit to ensure firm bonding causing mortar to extrude slightly around edges of units.

C. Install hearth pieces in full ½ inch to ¾ inch deep mortar bed.

D. Place units with uniform mortar joints. Stone joints should be over ¾ inch in width. When installing pre-fitted stone textures such as; Profit Ledge stone, Carolina ledge stone and European Castle Stone, units should be fitted with no allowance for mortar joints. Brick joints should be uniform

3/8 inch in width, with horizontal joints level; with head joints of brick evenly spaced and centered above unit below. Install outside corner return units with short and long lengths alternated.

E. Plan to work to minimize job site cutting. Perform necessary cutting with proper tools to provide uniform edges; take care to prevent breaking unit corners or edges.

F. Remove excess mortar; do not allow mortar to set up on face of units. Tool joints before mortar has set. Clean and finish joints in accordance with manufacturer's instructions.

END OF SECTION

SECTION 09 96 23 - GRAFFITI RESISTANT COATINGS

PART 1: GENERAL

1.01 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and install anti-graffiti and graffiti resistant coatings as indicated on the Plans and as herein specified.

B. Related Sections

Section 03 11 13: Miscellaneous Concrete
Section 12 93 00: Site Furnishings and Miscellaneous Materials

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. Use Products by manufacturers regularly engaged in manufacturing of this product and with a history of at least three successful applications within the last 3 years.

2. Use skilled workers who are thoroughly trained and experienced and who are completely familiar with the specified requirements and methods.

B. Regulatory Requirements:

1. Comply with applicable codes and regulations. All products must comply with current VOC requirements for the air quality management district where application takes place. Where those requirements conflict with this Specification, comply with the more stringent provisions.

C. Field Samples:

1. Apply the system as specified in a designated area. This will serve as an indication that applicator can provide acceptable results and will be used as the standard for the rest of the work.

1.03 SUBMITTALS

A. Product Data:

1. Submit complete manufacturer's literature and specifications. Include complete lists of materials proposed for use, giving the manufacturer's name, product numbers, and product information sheets for each specified item.

B. Samples:

1. When specified system requires that the graffiti resistant coating be applied over a paint color, submit sample of system showing each coat. The architect will use this sample to approve color.

C. Application and Safety:

1. Submit the manufacturer's recommended methods of installation, including limitations, safety and environmental cautions, material safety data sheets and application rates.

1.04 DELIVERY, STORAGE AND HANDLING

A. Acceptance at Site:

1. Material shall be delivered to Project in original containers, completely sealed and bearing name of coating contained therein.

B. Storage and Protection:

1. Use all means necessary to protect the materials of this Section before, during and after installation.

1.05 PROJECT AND SITE CONDITIONS

A. Project Conditions:

1. Do not apply coatings when surface temperature is more than 90° F, in the shade, or when relative humidity is more than 70 percent. Do not apply coating when adverse weather conditions are imminent.

PART 2: PRODUCTS

2.01 MANUFACTURERS

A. Manufacture or distributed by: Genesis Coating Inc., 2780 La Mirada Drive, Suite D, Vista CA 92081 (760) 599-6011

3.01 MATERIALS AND FINISH

A. Anti-graffiti coating to be GCP 1000, Non-sacrificial

B. Finish over concrete, brick or stone: Clear Satin

C. Finish over Concrete Masonry Units (CMU): Clear Satin

D. Finish over painted surfaces: Clear Gloss

PART 3: EXECUTION

3.01 EXAMINATION

A. Verification of Conditions:

1. Prior to the commencement of the Work of this Section, examine the installed work of other trades and verify that all such work is complete or properly corrected to the point where this installation may properly commence. Commencement of work will indicate that applicator has accepted the conditions.

3.02 PREPARATION

A. Protection:

1. Protect and cover finished work and materials of all other trades, which may be affected by work of this Section during coating application. Protect all surrounding vegetation and adjacent areas from over-spray.

B. Surface Preparation:

1. Substrates to receive sealers or primers prior to graffiti resistant coatings must be cleaned of all dirt, bond-breakers and all other foreign materials

which will adversely affect the required appearance of the finished product.

2. Power wash all surfaces in accordance with manufacturer's recommendations.

3.03 APPLICATION

A. General:

1. Apply graffiti resistant coatings to all precast, cast-in-place items including rock finishes on walls and columns.

2. Apply primers, paints and coatings in strict accordance with manufacturer's recommendations as accepted by the Engineer.

3. The number of coats specified is the minimum that will be applied. Apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform color and appearance.

4. When additional coats of the graffiti resistant coating are required, allow no more than 48 hours between coats.

5. Apply a total dry film thickness of not less than 1.2 mils for primers and paint finishes and not less than 1.5 mils for graffiti resistant coatings.

6. Back roll all work to assure that material impregnates all voids and uneven surfaces.

3.04 CLEANING, TOUCH-UP AND REFINISHING

A. General:

1. Carefully remove all splatters, spots and blemishes caused by work of this Section.

2. Upon completion of the work, remove all rubbish, cans and accumulated materials. All areas must be left in a clean and orderly condition.

3. Runs, sags, misses, holidays, stains and other defects in the coated surfaces, including inadequate coverage and mil thickness will be satisfactorily touched-up or refinished.

END OF SECTION

SECTION 12 93 00 – SITE FURNISHINGS AND MISCELLANEOUS MATERIALS

PART 1: GENERAL

1.01 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and install Site Furnishings and Miscellaneous Materials as indicated on the Plans and as herein specified.

B. Related Section.
Section 03 30 53: Miscellaneous Concrete
Section 03 11 13: Concrete Formwork

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Shop Drawings: Provide shop drawings for each component and each item of site furniture. Shop drawings shall indicate layouts, component locations, dimensions, set-backs, details of assembly, anchors, footing details and all appurtenances required to assemble components. Submit three (3) sets of shop drawings to the City within twenty-one (21) calendar days after award of contract.

B. Product Data: Provide data on all site furnishings, equipment and materials, including accessories, utility characteristics, connection requirements and product cut-sheets. Submit three (3) sets of product data to the City within twenty-one (21) calendar days after award of contract.

C. Manufacturer's Installation Instructions: Submit three (3) sets of the manufacturer's installation instructions to the City within twenty (21) calendar days of award after the contract.

1.03 DELIVERY, STORAGE AND HANDLING

Store and protect all site furnishings.

1.04 RELATED REQUIREMENTS

A. Obtain all permits (except permanent easements) and licenses and give notice and pay for all fees necessary to complete work under this Section as delineated or specified. Permit fees required by the City shall be waived.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where the articles used furnish directions and cover points not delineated on the Plans or in the Specifications.

C. The Specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. Install said site furnishings, materials and equipment in such a manner that they will operate efficiently and evenly.

D. In the event of any discrepancies between the Plans and the Specifications, the final decision as to which will be followed shall be made by the Engineer, or his designated representative. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to City.

1.05 REGULATORY REQUIREMENTS

A. The work shall conform to Americans with Disabilities Act (ADA), U.S. Consumer Product Safety Commission-Public Playground Handbook for Safety and California Disabled Access Regulations-Title 24. The Contractor shall be responsible for compliance and provide written documentation for compliance to the Engineer upon installation of all equipment and material governed by said regulations.

B. All work shall conform to the City standards for public construction and any other agency's standards for public construction having jurisdiction over the work.

C. Provide certificate(s) of compliance from authority(s) having jurisdiction over the work. The certificate(s) shall indicate approval of products and their installation. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

1.06 SAMPLES AND SUBSTITUTIONS

A. All workmanship, equipment, materials, and articles incorporated shall be the best available grade of their respective kind.

B. Provide a sample of each component specified. Accepted samples may be used in the Work.

Submit three (3) sets of a typewritten list of equipment and materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, model number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the equipment and material to be installed.

C. Substitutes must be approved a minimum of 10 days prior to the date of the bid opening. The City will issue an addendum, stating that an alternate product or manufacturer is acceptable. An alternate product or manufacture will not be accepted without issuing a formal addendum.

Alternate suppliers shall meet the requirements of the specified product and shall provide proof of equivalency.

D. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Any costs and expenses associated with an approved substitution which affects other items of work, shall be sole responsibility of the Contractor.

PART 2: PRODUCTS

2.01 MATERIAL

A. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications

are used for the purpose of facilitating the description of material or process desired.

B. Information pertaining to the product as to the manufacturer, material, model, color, finish, etc. is shown on the plan.

2.02 COMPONENTS

A. Picnic table

B. ADA Picnic Table

C. Trash receptacle

D. Recycle Trash receptacle

E. Hot Coal Container

F. Bench

G. Charcoal BBQ

H. Drinking Fountain

I. Removable Bollard

PART 3: EXECUTION

3.01 EXAMINATION

A. Verify site conditions and surfaces are ready to receive work.

B. Verify that layout and site are compatible.

3.02 PREPARATION

A. Layout and stake locations of components for approval by Engineer prior to installation.

B. Review layout requirements with other affected work.

3.03 INSTALLATION

A. Install in accordance with City standards and manufacturer’s instruction.

B. Provide concrete footings for site furnishings as detailed Plans or as specified by the site furnishing manufacture.

3.04 SITE CONDITIONS

The Contractor will promptly repair any damage to existing and/or new facilities caused by construction operations. Cost of repairs shall be done at the Contractor's sole expense.

END OF SECTION

SECTION 31 10 00 - SITE PREPARATION AND CLEARING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes protection of existing improvements, utilities and plant material; removal of surface debris and trash; removal of abandoned utilities; and repair of damaged vegetation and irrigation systems/system components.

B. Related Sections:

1. Section 32 84 00 - Irrigation

1.02 REGULATORY REQUIREMENTS

A. Perform all work of this Section in strict accordance with applicable Government Codes and Regulations especially meeting all safety standards and requirements of CAL/OSHA, County of Orange and the City of Laguna Hills. Provide additional measures, added materials and devices as may be needed as directed by the Engineer at no added cost to the City.

B. Comply strictly to Rule 1404, South Coast Air Quality Management District.

C. Coordinate clearing Work with utility companies.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials not specifically described but required for completion of the work of this Section, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

B. Identify a waste area for placing removed materials.

3.02 PROTECTION

A. Protect existing structures and site improvements indicated to remain, from damage by approved methods and as authorized by the Engineer. Removal of all protections shall be when work of this Section is completed or when so authorized by the Engineer.

B. Protect existing utilities indicated or made known to remain traversing the job-site and serving existing adjacent facilities.

C. Protect Existing Trees indicated to remain.

D. Protect bench marks, survey control points, and existing structures from damage or displacement.

E. Protection of Persons and Property (existing structures and site improvements):

1. Provide barricades, warning signs, tape, etc. at open depressions and holes and during pole, chain link fabric and concrete wall removals on the site and adjacent property and public accesses.

2. Provide operating warning lights during hours from dusk to dawn each day or as otherwise required.

3. Protect existing remaining structures, utilities, sidewalks, pavements other facilities from damage as caused by settlement, undermining, washout or other hazards created by site-clearing operations of this Section.

F. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors and to others performing work on or near the job-site.

G. Maintain access to the job-site at all times.

3.03 SITE CLEARING

A. General: All site clearing shall conform to Section 300-1.1 of the Standard Specifications for Public Works Construction. Site clearing shall include but not be limited to removal of trash, weeds, plants and debris, including rubble of broken concrete or asphalt and any other items encountered. The Contractor shall furnish all labor, materials, tools, equipment, appliances and necessary incidentals for the completion of site clearing as shown on the drawings and as specified herein.

B. Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as

indicated and conform to Section 300-1.3 of the Standard specifications for Public Works Construction. Removal of abandoned underground piping or conduit interfering with construction is included in this section. Securely cap or seal exposed end of remaining conduits. Cap utilities beyond the limits of the work area and remove servicing lines off site. Re-route existing utilities to remain as required.

C. Remove all rubbish and debris existing and resulting from work operations of this Section as soon as possible and dispose off site, do not allow to pile up. Do not burn rubbish and debris on the job-site.

D. Where active utility lines need to be capped or plugged, perform such work in accordance with requirements of the Utility Company.

3.04 REPAIRS

A. During demolition and construction, ensure that trees, shrubs and other plant material and vegetation are protected inside and outside of the work zone and that the vegetation is being watered, maintaining the proper moisture content according to the season. Failed vegetation, including sod, due to lack of water, and/or plant material destroyed during construction period are to be replaced to equal or better size and condition at no additional cost to the City.

B. If the irrigation system is damaged or modified during construction, it shall be repaired to the City standards, and shall be in equal or better condition than prior to damage or modification. All repairs shall be inspected and approved by the Engineer prior to backfilling or covering of said repairs. The City requires forty-eight hours prior notice, when contractor requests inspection of completed repairs. All repairs shall be made so as to ensure proper operation prior to the close of the contract at no additional cost to the City.

3.06 EXCESS MATERIALS DISPOSAL

Legally dispose of off-site materials removed and not to be reused. Adjacent areas shall be left clean.

END OF SECTION

SECTION 31 22 13 – EARTHWORK AND SITE GRADING

PART 1 – GENERAL

1.01 DESCRIPTION:

A. Provide and perform earthwork and site grading complete as follows:

1. Survey
2. Excavation and on-site disposal.
3. Scarify subgrade prior to placement of imported topsoil.
4. Imported topsoil.
5. Site Grading
6. Control of surface water.
7. Testing and inspection of work of this section.
8. Clean up and disposal.

B. Related Sections

Section 32 13 14 – Miscellaneous Concrete

1.02 QUALITY ASSURANCE:

A. Preconstruction Conference: Conduct a preconstruction conference prior to starting work of this section, to develop a program for quality control of the work. The requirements for observation of the work by the Engineer, scheduling of the work to be observed, any additional observation requirements, and planned construction procedures, will be discussed. The existing prepared site will be inspected, and required remedial measures will be defined.

B. Survey: The Contractor shall employ a qualified professional Engineer or land surveyor; establish exact elevations at fixed points to act as bench marks. Clearly identify bench marks and record existing elevations. The Contractor shall provide surveys for the purpose of survey control, layout, grade and cross sections required to control work. Survey shall conform to section 2-9.4 and 2-9.5 of the Standard Specifications for Public Works Construction.

1. Contactor shall tag and protect existing survey monuments found during course of work. Contractor shall replace monuments or stakes damaged during course of work at no added expense to City.
2. Contractor shall establish grid control for site to provide basis for location construction, utilities and other facilities. Provide copies of all survey control and grade sheets to the Engineer.

a. Flag limits of removal and construction
b. Stake for location and grade.

3. Contractor shall be responsible for layout and alignment of prefabricated restroom, walks, curbs and grade, concrete pavement, fencing, landscape materials, etc.
4. Verify the location and elevation of improvements and utilities to be joined.
5. Submit grade sheet for verification prior to start of work.

C. Observation and testing required for work of this Section:

1. Field density and compaction testing to determine the percentage of compaction achieved during placement of backfills.
2. Probe foundation bearing materials to confirm that suitable bearing materials are present at the design grades.
3. Observe the backfill of utility trenches.
4. Observe the construction of the subgrade and base for exterior paving.
5. Observe the excavation for footing.

D. Source Quality Control: Obtain approval by the Engineer of imported fill material before material is brought to site, and same approval of excavated material for use in fills or backfills prior to placing.

1.03 PROJECT SITE CONDITIONS:

A. Protection: Provide and maintain protection to retain earth banks and to protect adjoining grades from caving, sliding, erosion, or other damage. Provide suitable protection against all bodily injury. Construct all bulkheads and shoring to requirements of State and Local codes and regulations. Shore vertical banks or slope banks back as required for stability and safety.

PART 2 – PRODUCTS

1.01 MATERIALS: Provide approved imported material as required and as shown on the plans and specified.

A. Earthwork Materials: Approved excavated or imported granular soil such as silty sand of the non-expansive type (that undergoes no undesirable volumetric change with changes in the moisture content) and containing not more than 20 percent by weight of material passing the No. 200 sieve, free from trash, roots, organic material, clay lumps, and rocks over 1” size. Class “A” topsoil shall be placed to a depth of 12” where new sod is to be installed.

B. Imported Topsoil

1. Topsoil in planting areas shall be Class “A” (imported). Topsoil shall be transported from the source to its final position unless stockpiling is specified. Imported Top Soil for new sod areas shall

be Class “A” topsoil and shall be placed at a minimum depth of 12”.

2. Class “A” topsoil shall be from a source outside the limits of the project selected by the Contractor and in compliance with the requirements specified herein. The Engineer may make such inspections and require the Contractor to perform such tests as deemed necessary to determine that the material meets the requirements.

3. At least ***thirty (30) calendar days*** before scheduled use, the proposed source of topsoil must be submitted to the Engineer for approval so that it may be tested. Submit a written request for approval which shall be accompanied by a written soils test report which states that the proposed source complies with these Specifications.

4. Class “A” topsoil shall have the same relative composition and structure, a friable sandy loam character, and be free of roots, clods, and stones larger than one inch (1”) in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush, and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms.

5. All Class “A” topsoil shall meet the following additional requirements:

   a. Gradation Limits: Sand, 50-80 percent, clay 20 percent maximum, and silt, 30 percent maximum. The sand, clay, and silt gradation limits shall be as defined in ASTM D422.

   b. Permeability Rate: Not less than 0.5 inches per hour nor more than 2 inches per hour when tested in accordance with ASTM D 2434, California Test 220, or other approved methods.

   c. Agricultural Suitability: The topsoil shall be suitable to sustain the growth of the seed and plants specified.

   d. In no case shall there be more than five percent (5%) by volume of stones smaller than one inch (1”), coarse sand and small clay lumps.

C. Sand: ASTM D2488, with not more than 3 percent passing No. 200 sieve.

PART 3 – EXECUTION

3.01 EXCAVATION

A. Perform excavation to the dimensions and elevations indicated on drawings, with additional space allowed as required for the installation and stripping of forms, and inspection of the various types of work, except where approval may be given to deposit certain miscellaneous concrete directly against earth banks. Avoid loosening of soils in bottoms or sides of excavations.

B. Unauthorized Excavation: If excavations are carried below the elevations indicated without written authorization, provide satisfactory construction to correct the fault as approved, at no additional cost.

3.02 SOIL STABILIZATION: Provide soil stabilization, as required throughout the work area, during and following construction, to prevent erosion damage. Establish and maintain vegetation or suitable matting as directed.

3.03 SCARIFY SUBGRADE: Prior to placing the topsoil, the native soil on which the topsoil is to be placed shall be thoroughly scarified to a minimum depth of 6” by rototilling or cross ripping with tractor tines spaced at a minimum 18” on center to the satisfaction of the engineer.

3.04 SITE GRADING

A. General: Uniformly grade areas within limits of grading under this section, including adjacent transitions areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.04 feet above or below required subgrade elevations.
2. Walks: Shape surface of areas under walks to line, grade and cross section, with finish grade surface not more than 0.02 feet above or below required subgrade elevation.
3. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish grade surface not more than 0.02 feet above or below required subgrade elevation.
4. Contour grade slopes and mounds to plan grades, to a desired smooth, even ground surface free of sharp grade breaks.

B. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area of classification.

3.05 COMPACTION CONTROL

A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils)

determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well defined moisture density relationship (cohesionless soils).

1. Lawn or Unpaved Areas: Compact top 24 inches of subgrade and each layer of backfill or fill material at 85 percent maximum density.
2. Walkways, PCC paving and decomposed granite: Compact top 24 inches of subgrade and each layer of backfill or fill material at 90 percent maximum density.
3. Fill placement shall be in lifts not exceed 6-inches and compacted prior to placement of additional fill at 90 percent maximum density.

B. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material. Apply water in manner to prevent free water from appearing on surface during or subsequent to compaction operations.

1. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density.
2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

3.06 BACKFILLS: Do not place backfills until after concrete forms are removed, and pointing and patching of concrete, and waterproofing with protection course are done and approved.

3.07 SUBGRADE PREPARATION FOR CONCRETE: Prepare subgrade for concrete items placed directly on earth by excavating, filling, and grading as required and as specified, and bring to optimum moisture content. Finish the subgrade within 3/8” tolerance when tested along a 10-foot straightedge in any direction at any location. Compact to density specified for fills and maintain moisture content until concrete is placed.

3.08 DISPOSAL: Clean up and remove all trash, debris, waste, and surplus and rejected earthwork materials from the site to a legal disposal area. Conform to pertaining laws, codes, and regulations, obtain and pay for required hauling and dumping permits, and pay all dumping charges. Perform trucking and material handling in a careful manner to prevent spillage and dusting or damage to surfaces and structures. Remove planks used to protect surfaces subject to public traffic at finish of each day’s operations. Maintain public streets and sidewalks in broom clean condition.

3.09 Repair or replace any damages to existing lawn, irrigation and concrete sidewalk caused by the Contractor’s operations or neglect at no additional cost to the City.

END OF SECTION

SECTION 32 18 16 – SYNTHETIC RESILIENT SURFACING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Poured-in-place playground surfacing system.

B. Related Sections

a. SECTION 03 30 53 - Miscellaneous Concrete
b. SECTION 11 68 13 - Playground Equipment

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.

2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.

3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.

4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.

5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.

6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.03 WORK SCOPE

A. Furnish labor, material, and equipment necessary to install the poured-in-place, resilient surfacing system and resilient synthetic play turf system as shown on the drawings and specified herein.

a. Work shall include, but not be limited to the following: layout; excavation; backfill; furnishing and installing of base material; furnishing and installing of poured-in- place, resilient surfacing and all other incidental work to provide a complete resilient surfacing system.

b. Poured in place playground surfacing shall consist of a polyurethane binder mixed with recycled rubber, which will make up the attenuation cushion layer. The attenuation cushion layer is capped with EPDM, mixed with a polyurethane binder creating the Wear Course. Surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. Manufacturer is to be certified by IPEMA, a third- party testing organization for playground surfaces and equipment.

1.04 PERMORMANCE REQUIREMENTS

A. Area Safety: Poured in place within playground use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F1292-18. The surface must yield both a peak deceleration of no more than 100 G-max and a Head Injury Criteria (HIC) value of no more than 500 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. IPEMA certification is required. (ASTM F1292-18, section 15 The laboratory test used to determine critical fall height shall have been conducted on surfacing material samples identical in design, materials, components, and thickness and manufactured as the installed playground surface). ASTM F3351-19 standard test method for playground surface impact testing in laboratory at specified test height for 8’ critical fall height.

B. Surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. The manufacturer is to be certified by IPEMA, a third-party testing organization for playground surfaces and equipment.

C. Play area shall conform to Uniform Federal Accessibility Standards FED-STD-795 and Architectural and Engineer Instructions (9AEI) Design Criteria.

D. The requirements of the Americans with Disabilities Act. Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility

than the requirements of UFAS must also be met in children's outdoor play areas.

1.04 DELIVERY STORAGE AND HANDLING

A. Delivery, Storage and Handling: Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

1.05 SITE CONDITIONS

A. Project Site Conditions: Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommend temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55°F), and/or high humidity may affect cure time, and the structural integrity of the final product. Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look.

1.06 SEQUENCING AND SCHEDULING

A. Sequencing and Scheduling: Poured in Place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Coordinate with General Contractor.

B. Surface installation coordinated by manufacturer representative.

1.07 SUBMITTALS

A. The Contractor shall submit a complete set of the material submittals, as required, including manufacturer's name and address, specific trade names, catalog and model numbers, illustrations and descriptive material, and samples of the proposed material for this project clearly marked as to proposed items for approval by the City Engineer.

B. Products submitted as equal must include hard copies of manufacturers' written specifications, warranty, purchase and use of materials.

C. Manufacturer's descriptive data and installation instructions.

D. Manufacturer's details showing depths of wear course and sub-base materials, anchoring systems and edge details.

E. A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM F1292-18, section 15 for a head-first fall from the highest accessible portion of the specified playground equipment.

F. A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.

G. A Certificate of Insurance shall be provided by the Manufacturer for poured in place surfacing for use as playground safety surfacing, covering general and product liability, of not less than $1,000,000 for each occurrence, $2,000,000 general aggregate, with an excess/umbrella liability of $25,000,000. The issuing underwrite shall be AA rated.

H. IPEMA Certification

1.08 QUALITY ASSURANCE

A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.

B. Certifications: Certification by manufacturer that the installer is trained, experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program",

C. Experience: The installer shall provide a list and photographs of at least five installations where TPV Poured in Place Resilient Playground Surfacing has been installed and have been in service for a minimum period of three years. The list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number

D. International Play Equipment Manufacturers Association (IPEMA) certified.

1.09 TURN OVER AND CLOSE OUT SUBMITTALS

A. 10% Additional TPV granules of each color specified are to be turned over to the City Maintenance Department / City Engineer in sealed containers and clearly marked.

B. Closeout Submittals: Submit warranty documents and owner's manual(s) and maintenance document(s), and installation and safety certification letter specified herein.

1.10 WARRANTY

A. Warranty: Poured in Place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND

material for a limited seven-year period or as specified and agreed upon per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product. Warranty is void if not installed by Manufacturers Trained and Certified Poured in Place Surfacing Installers.

1.11 TESTING

A. Testing: NOTE: Critical Fall Height Four feet through 10 feet have been tested in accordance with Section 15 – Critical Fall Height Test Procedure of ASTM F1292-18.

PART 2 PRODUCTS

1.01 MATERIALS

A. Resilient material shall be based on the following performance requirements. Provide a two-layer system consisting of a polyurethane binder mixed with recycled rubber, which will make up the attenuation cushion layer. The attenuation cushion layer is capped with Thermal Plastic Vulcanized (TPV) granules, mixed with a polyurethane binder creating the Wear Course.

1. Safety surfacing shall consist of both recycled and synthetic materials meeting the requirements of this specification. Poured in Place Surface: The poured in place surface shall consist of recycled rubber mixed with a polyurethane binder, then capped with .5-1.5mm TPV granules mixed with an aliphatic binder.

2. Approved Manufacturers: Robertson Industries Inc. (800) 858-0519 or approved equivalent.

3. Poured in Place Surface shall consist of a uniform material manufactured in such a way that the top portion meets the requirements specified herein for wear surface.

4. The type of safety surfacing shall be a poured-in-place system and shall be indicated in the construction drawings.

2.02 ATTENUATION CUSHION LAYER SECTION:

A. Impact attenuation cushion layer consists of these materials; recycled styrene butadiene rubber (SBR) and/or cryogenic crumb rubber and/or pre consumer postindustrial reclaimed scrap rubber adhered with a 100% solids polyurethane binder to form a resilient porous material.

B. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.

C. Chunk Premium Black Rubber Granules are 5/8” granules: This rubber is pre-consumer, post-industrial, reclaimed rubber, granulated through a 5/8” screen and contains less than 2% dust.

D. SBR Crumb Rubber (5-9 Mesh) using sieve analysis ASTM D5644 with a fiber content of .1% or less mixed in.

E. Binder shall be between 7-12% of the total weight of the material and shall provide 100 % coating of the particles.

F. The attenuation cushion layer shall be compatible with the wear course and must meet requirements herein for impact attenuation.

2.03 WEAR COURSE

A. Wear course shall consist of .5-1.5mm Thermal Plastic Vulcanized (TPV) granules with polyurethane binder formulated to produce an even, uniform, seamless surface. Installation of surfacing shall be seamless (unless otherwise agreed upon by the City Engineer).

B. TPV shall be peroxide cured with an TPV content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.

C. ASTM D2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.

D. Size of TPV granules .5-1.5mm across. Binder shall be not less than 20% of total weight of rubber used in the wear surface and shall provide 100% coating of the particles.

E. Thickness of wear course shall be a minimum .5” (12.7 mm).

F. The wear course shall be porous.

2.04 SURFACING BINDER

A. No Toluene Diphenyl Isocyanate (TDI) shall be used.

B. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.

C. Weight of polyurethane shall be no less than 8.5 lbs. /gal (1.02 Kg/1) and no more than 9.5 lbs. /gal (1.14 Kg/1).

D. Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original quality.

2.05 MANUFACTURERS

A. Wear Course – TPV Granules

Manufacturers: Rosehill Polymers or approved equivalent

As Distributed by: Robertson Industries Inc. or approved equivalent

Location Used: Playground Area

B. Attenuation cushion layer – Shredded and/or Chunk Rubber

C. Binder – Aliphatic Urethane Premium, Non-Ambering

Manufacturer: Accella Polyurethane Systems or approved equivalent

D. Chunk Premium Black Rubber Granules

Manufacturer: American Recycling Center, Inc. (989) 725-5100

or approved equivalent

PART 3 EXECUTION

3.01 FINISH GRADING AND SUB-BASE

A. Finished Grade/Slope: Verify that finished elevations or adjacent areas are as indicated on the architectural or site plans, that the appropriate sub-grade elevation has been established for the safety surface to be installed, and that the subsurface has been installed per architectural, site or equipment plans while meeting accessibility and use zones requirements.

B. Sub-Base: Tolerance of sub-base shall be with .125” (3.0 mm) in 10’ (3050 mm). Per ADA Guidelines: Surface shall be clean and dry.

C. Drainage: Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

3.02 INSTALLATION

A. Poured in Place Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to 2,000

square feet per day. Material shall cover all foundations and fill around all elements penetrating the surface.

B. Attenuation Cushion Layer: Whenever practical, attenuation cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100% bond with new work. Apply adhesive in small quantities so that new attenuation cushion layer can be placed before the adhesive dries.

C. Wear Course: Wear course must be quality peroxide cured TPV granules. wear surface shall be bonded to attenuation cushion layer. If necessary, additional primer will be used between the attenuation cushion layer and wear course. Apply adhesive to attenuation cushion layer in small quantities allowing the wear course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Expect continuous and seamless up to 2,000 square feet per day (contact sales representative for seamless in excess of 2,000 square feet). Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain wear course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs.

D. Perimeter: For installations over existing concrete, the perimeter shall be saw cut to provide a keyway 1” deep x 1” wide, or formed during the pour, with surfacing rolled down into the void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or border, the inside vertical edge shall be primed with adhesive and the final 2” of the attenuation cushion layer shall be tapered to allow the wear surface material to be 1.5”– 2” thick where it joins the concrete.

G. Thickness: Construction methods such as the use of measured screeds or guides shall be employed to ensure that the full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

H. Clean Up: Manufacturer installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.

I. Protection: The safety surface shall be allowed to fully cure in accordance with Manufacturer’s instructions. The surface shall be protected by the

Prime Contractor from all traffic during the curing period of at a minimum of 48 hours or as instructed by the Manufacturer.

J. Manufacturer Services: For poured in place safety surfacing, a Manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

3.03 SITE AREA CLEAN UP

A. The site shall be kept clean and free of tools, trash, and debris and installation materials daily. Products may be stored on site during installation with appropriate protective measures and approval by the City Engineer.

END OF SECTION

SECTION 32 84 00 – IRRIGATION

PART 1: GENERAL

1.01 DESCRIPTION

A It is the intent of these Specifications that any adjustments or modifications to the existing irrigation system shall be done so that the systems remains complete and be fully operable during construction and after construction is complete. All modifications to the pressure mainline will be done to the satisfaction of the City.

B The work shall include, but not limited to, coordination with the City's Authorized Representative to determine the extent of any adjustments, all labor and materials, including pot holing services to determine water line locations, transportation, and equipment necessary to perform the work.

C Irrigation modifications shall include, but not limited to, the re-alignment of the existing pressure main line to avoid conflict with the proposed improvements.

D The removal and disposal of existing piping and/or irrigation equipment determined by the City as not useful in making the irrigation system complete.

E Related Sections.

Section 32 90 00: Planting

F. Do not willfully modify the existing irrigation system when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that will not result in a workable irrigation system. Such obstructions or differences shall be brought to the attention of the City's Authorized Representative as soon as detected. In the event this notification is not performed the Contractor will bare all costs to correct the problem.

1.02 QUALITY ASSURANCE

A. Provide at least one English speaking person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the manufacturer's recommended methods of installation and who shall direct all work performed under this Section.

B. Manufacturer's directions shall be followed in all cases where the manufacturer of articles used furnishes directions covering points not shown in the Drawings and Specifications.

C. All local, municipal, and state laws, rules and regulations governing or relating to the installation of a irrigation pressure main lines are hereby incorporated into and made a part of these Specifications, and their provisions shall be carried out by the Contractor. Anything contained in these Specifications shall not be construed to conflict with any of the above rules and regulations of the same. However, when these Specifications and Drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these Specifications and Drawings shall take precedence.

D. All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to City.

E. Obtain the required licenses and permits including payments of charges and fees, give required notices to public authorities, verify permits secured or arrangements made by others affecting the work of this Section.

1.03 SUBMITTALS

A. Water Pressure Test:
   1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the city engineer a written verification of the existing water pressure on the project at each of the points of connection shown.
   2. The water pressure test shall be performed to measure the dynamic water pressure at the point of connection at the maximum flow rate of the proposed irrigation system as shown on the point of connection note. Dynamic water pressure is when water is flowing through the point of connection. Static water pressure readings when water is not flowing, are not acceptable.
   3. Written dynamic water pressure test confirmation shall be made on the contractor’s letterhead and include the flow rate during the test, the recorded water pressure, the date of the test and the time of the test.

B. Material List:
   1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the city engineer a complete list of all irrigation system materials, or processes proposed to be furnished and installed as part of this contract.
   2. The submittal materials list shall include the following information:
      a. A title sheet with the job name, the contractor's name, contractor's address and telephone number, submittal date and submittal number.
      b. An index sheet showing the item number (e.g. 1,2,3, etc.); an item description (e.g. sprinkler head); the manufacturer's name (e.g. Hunter Industries); the item model number (e.g. I-40-ADV/36V); and the page(s) in the submittal set that contain the catalog cuts.
      c. The catalog cuts shall be one or two pages copied from the most recent manufacturer's catalog that indicate the product submitted. Do not submit parts lists, exploded diagrams, price lists or other extra information.
      d. The catalog cuts shall clearly indicate the manufacturer's name and the item model number. The item model number, all specified options and specified sizes shall be circled on the catalog cuts.
      e. Submittals for equipment indicated on the legend without manufacturer names, or "as approved", shall contain the manufacturer, Class or Schedule, ASTM numbers and/or other certifications as indicated in these specifications.
   3. Submittal materials list format requirements:
      a. Submittals shall be provided as one complete package for the project in electronic pdf format. Multiple partial submittals will not be reviewed.
      b. Submittal package shall have all pages numbered in the lower right hand corner. Page numbers shall correspond with submittal index.
      c. Re-submitted packages must be revised to include only the equipment being re-submitted. Equipment previously reviewed and accepted shall not be re-submitted in the materials list/index sheet or in the catalog cut sheet package.

C. Substitutions: If the Contractor wishes to substitute any equipment or materials for those equipment or materials listed on the irrigation drawings and specifications, he may do so by providing the following information to the Architect for approval.
   1. Provide a written statement indicating the reason for making the substitution.
   2. Provide catalog cut sheets, technical data, and performance information for each substitute item.
   3. Provide in writing the difference in installed price if the item is accepted.

D. The Landscape Architect or city engineer will allow no substitutions without prior written acceptance

E. No substitutions of pump manufacturers, distributors or assemblies will be accepted.

F. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

G. The Architect will not review the submittal package unless provided in the format described above.

1.04 EXISTING CONDITIONS

A. Prior to excavating for new construction, the Contractor shall meet with the City Authorized Representative in the field to verify and be familiar with the possible locations and crossings of the existing pressure main lines.

B. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground and it shall take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the City's Authorized Representative who will arrange for relocations.

C. Protect all existing utilities and features to remain on and adjacent to the project site during construction. The Contractor will repair, solely at their cost, all damage resulting from its operations or negligence.

1.05 INSPECTIONS

A. Permit the City's Authorized Representative to visit and inspect at all times any part of the work and shall provide safe access for such visits.

B. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the City's Authorized Representative, a minimum of 48 hours in advance of where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's sole expense.

C. <u>Inspections will be required for the following at a minimum</u>:

1. Extent of repair and/or re-alignment of any portion of the existing pressure main line.

2. Testing any new connections to the existing main line

3. Prior to backfilling trenches.

D. Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the City's Authorized Representative for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

1.06 STORAGE AND HANDLING

A. Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Engineer and at no additional cost to the City.

B. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load.

1.07 CLEANUP AND DISPOSAL

A. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Do not bury waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris generated by his work and workmen at frequent intervals or when ordered to do so by the Engineer.

B. At the time of completion the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a disposal area that is fully and legally licensed.

1.08 COMPLETION

A. At the time of the pre-maintenance period inspection, the City's Authorized Representative and governing agencies will inspect the work and, if not accepted, prepare a list of items to be completed by the Contractor. At the time of the post-maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Engineer.

B. The City Engineer shall have final authority on all portions of the work.

C. Without any additional expense to the City, repair any settling of trenches, which may occur during the maintenance and establishment period following acceptance, to the City's satisfaction. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

1.09 GUARANTEE

A. The entire sprinkler system shall be unconditionally guaranteed against all defects and fault of material and workmanship, including settling of backfilled areas below grade, for a period of one (1) year following the filing of the Notice of Completion. The guarantee shall be valid unless existing equipment utilized on the project fails within the guarantee period.

B. Should any problem with the irrigation system be discovered within the guarantee period, and at no additional expense to City, correct it within ten (10) calendar days after receipt of written notice from City. When the nature of the repairs as determined by the City constitute an emergency (i.e. broken pressure line) the City may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the owner by the Contractor, all at no additional cost to the City.

C. Guarantee shall be submitted on Contractors own letterhead as follows:

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We shall repair or replace any defective material during the period of one year after date of filing of the Notice of Completion and also repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the owner. We shall make such repairs or replacements within 10 calendar days following written notification by the owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from owner, we authorize the owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefor upon demand.

PART 2: MATERIALS

2.01 SUMMARY

Use only new materials of the manufacturer, size and type satisfactory to the City. Materials or equipment installed or furnished that do not meet City standards will be rejected and shall be removed from the site at no expense to the City.

2.02 PIPE

A. All pressure supply lines downstream of backflow prevention unit shall be Schedule 40 solvent weld PVC. Piping shall conform to ASTM 1785.

2.03 PLASTIC PIPE AND FITTINGS

A. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion.

B. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

C. All solvent weld PVC fittings shall be standard weight Schedule 40 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated. All fittings shall conform to ASTM D2466.

D. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.

E. All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855.

F. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base teflon paste, tape, or approved equal.

2.04 BACKFLOW PREVENTION UNIT (EXISTING)

2.05 VALVES

A. Gate Valves

1. Gate valves shall be of the manufacturer, size, and type indicated on the Drawings.

2. Gate valves shall be constructed of a bronze body, gate and stem with a malleable iron hand wheel. Gate valves shall have threaded connections.

3. All gate valves shall have a minimum working pressure of not less than 150 psi and shall conform to AWWA standards.

B. Quick Coupler Valves:

1. Quick coupler valves shall be of the manufacturer, size, and type indicated on the Drawings.

2. Quick coupler valves shall be brass with a wall thickness guaranteed to withstand normal working pressure of 150 psi without leakage. Valves shall have 1” female threads opening at base, with two-piece body. Valves shall be operated only with a coupler key designed for that purpose. Coupler key shall be inserted into valve and a positive, watertight connection shall be made between the coupler key and valve.

C. Automatic Control Valves:

1. Automatic control valves shall be of the manufacturer, size, and type indicated on the Drawings.

2. Automatic control valves shall be electrically operated.

2.06 VALVE BOXES

A. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils.\

B. The valve box cover shall be green in color and secured with a hidden latch mechanism or bolts.

C. The cover and box shall be capable of sustaining a load of 1,500 pounds.

D. Valve box extensions shall be by the same manufacturer as the valve box.

E. Automatic control valve boxes shall be 16"x11"x12" rectangular size. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers.

F. Gate and quick coupler valve boxes shall be 10" circular size. Valve box covers shall be marked with either "GV" or "QCV" "heat branded" onto the cover in 2 inch high letters.

2.07 AUTOMATIC CONTROLLER (EXISTING)

2.08 ELECTRICAL

A. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installations.

B. All electrical work shall conform to local codes and ordinances.

2.08 LOW VOLTAGE CONTROL WIRING

A. Remote control wire shall be direct-burial AWG-UF type, size as required by the City and in no case smaller than 14 gauge.

B. Connections shall be either epoxy-sealed packet type or Penn-Tite connectors.

C. Ground wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" Plans located on controller door).

PART 3: EXECUTION

3.01 SITE CONDITIONS

A. Inspections:

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the City’s Authorized Representative.

2. Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved.

C. Grades:

1. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.

2. The Engineer shall accept final grades before work on this Section will be allowed to begin.

D. Field Measurements:

1. Make all necessary measurements in the field to ensure precise fit of items in accordance with the City requirements. Coordinate the installation of all irrigation materials with all other work.

2. Exercise extreme care in excavating and working near existing utilities. Repair damages to utilities, which are caused by Contractor's operations or neglect, at no additional cost to City.

E. Layout:

1. Prior to installation, stake out all pressure supply lines and routing. Locate all pressure supply lines in planted areas.

2. Cap and mark the locations of capped non-pressure lateral lines for future identification.

F. Water Supply:

Connections to, or the installation of, the water supply shall be as required by the City. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

3.02 TRENCHING

A. Excavations shall be straight with vertical sides, even grade, and support pipe continuously on bottom of trench. Trenching excavation shall follow layout as coordinated with the City requirements to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade.

B. Provide minimum cover of 24 inches on pressure supply lines.

C. Provide minimum cover of 24 inches for control wires.

D. Trenching across streets shall be done in accordance City standards. The method of installing piping under pavement will be approved by the City Engineer. Repair and/or replacement of damaged pavement including

Curb and Gutter will be done per City standards and to the satisfaction to the City Engineer.

E. Pipes installed in a common trench shall have a 6-inch minimum space between pipes.

3.03 BACKFILLING

A. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter.

B. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to 90% relative compaction and shall conform to adjacent grades.

C. Flooding in lieu of tamping is not allowed.

D. Under no circumstances shall truck wheels be used to compact backfill.

E. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

3.04 PIPING

A. The method to install piping under existing pavement will be approved by the City Engineer. Jacking, boring, or hydraulic driving will be considered. No hydraulic driving is permitted under asphalt pavement.

B. Cutting or breaking of existing pavement is not permitted.

C. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

D. Remove all dented and damaged pipe Sections.

E. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades.

F. Parallel lines shall not be installed directly over each other.

G. In solvent welding, use only the specified primer and solvent cement and make all joints in strict accordance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow

solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling.

H. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer.

I. Center load all plastic pipe prior to pressure testing.

J. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste.

K. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope an all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

3.05 MISCELLANEOUS EQUIPMENT

A. Install all assemblies specified herein according to the requirements of the City using best standard practices.

B. Quick coupler valves shall be set approximately 12 inches from walks, curbs, header boards, or paved areas where applicable.

3.06 FLUSHING THE SYSTEM

A. The Contractor will flush the pressure supply line daily, when new connections are made.

B. Not used

3.07 TESTING AND OBSERVATION

A. Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been observed, tested and accepted by the Engineer.

B. Notify the City's Authorized Representative a minimum of 48 hours in advance where and when the work is ready for testing.

C. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from City requirements or where the system has been willfully installed as required by the City when it is obviously inadequate, without bringing this to the attention of the City's Authorized Representative. This test shall be accepted by the City's Authorized Representative and accomplished before starting any planting.

3.08 COMPLETION CLEANING

A. Clean-up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed, and any damage sustained on the work of others shall be repaired to original conditions.

END OF SECTION

SECTION 32 90 00 - PLANTING

PART 1: GENERAL

1.01 DESCRIPTION

A. The general requirements apply to all Landscaping work operations. Provide labor, materials, tools, transportation and all incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 32 84 00: Irrigation

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the City and the decision by the City as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for landscape materials (including plants and fertilizers) shall be given to the Engineer.

1.03 ENVIRONMENTAL REQUIREMENTS

A. Do not install landscape materials when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install landscape materials when wind velocity exceeds 30 mph (48 k/hr).

PART 2: PRODUCTS

2.01 REFERENCES

A. ANSI Z60.1 - Nursery Stock.

B. California State Department of Agriculture - Regulations for nursery inspections, rules, and grading.

2.02 TREES

A. Trees shall be grown by an established nursery having been in the business of growing trees, a minimum of five (5) years. At the option of the Engineer, trees shall be inspected and tagged at the nursery prior to shipment to the planting site.

Trees: All trees shall be of the specified container size and of the species specified.

B. Tree species indicated or listed in the “Plant Legend” on the Plans, shall be in accordance with the Standards of Practice recommended by the American Association of Nurserymen. Except for names not covered therein, the established custom of the nursery shall be followed.

C. Condition of trees shall be in accordance with the California State Department of Agriculture’s regulations for nursery inspections, rules, and grading and shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, or their eggs, and shall have healthy normal root systems, well filling their containers, but not to the point of being root bound.

D. Trees shall not be pruned prior to delivery, except as authorized by the City. In no case shall trees be topped before delivery.

E. The size of the trees shall correspond with that normally expected for species and variety of commercially available nursery stock, or as specified on the Plans. The minimum acceptable size of all trees,

measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the Plans. Trees larger in size than specified may be used with the approval of the City, but the use of larger plants will not serve as the basis for a change order.

F. All trees shall be subject to the inspection and acceptance of the City before planting. Trees will be inspected for size and condition of root growth, insects, injuries and defects and will be tagged at the nursery prior to delivery to the site.

2.04 FERTILIZERS, BACKFILL MATERIALS AND WATER

A. General.

1. Fertilizing and backfill materials shall comply with the applicable requirements of the State Food and Agricultural Code. All materials shall be packaged first grade, commercial quality products identified as to source, type of material, weight, and manufacturer's guaranteed analysis. Fertilizing and backfill material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals, or plants.

2. Furnish a Certificate of Compliance stating that the material substantially meets the specifications.

3. Backfill Mix:

a. 6 parts by volume on-site soil
b. 4 parts by volume composted organic amendment
c. 18 lb. Gro-Power per cubic yard of mix
d. 2lbs Iron Sulphate per cubic yard of mix

B. Commercial Fertilizer.

Commercial fertilizer shall be a palletized or granular product having a chemical analysis as specified on the Plans or in the Specifications. Commercial fertilizer shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used.

C. Composted Organic Soil Amendment.

1. Humus material shall have an acid-soluble ash content of no less than 5% and no more than 20%. Organic matter shall be at least 50% on a dry weight basis.

2. The pH of the material shall be between 6 and 7.5.

3. The salt content shall be less than 10 millimho/cm @ 25° C. in a saturated paste extract.

4. Boron content of the saturated extract shall be less than 1.0 parts per million.

5. Silicon content (acid-insoluble ash) shall be less than 50%.

6. Organic matter shall be at least 50% on a dry weight basis.

7. Calcium carbonate shall not be present if to be applied on alkaline soils.

8. Types of acceptable products are composts, manures, mushroom composts, straw, alfalfa, peat mosses etc. low in salts, low in heavy metals, free from weed seeds, free of pathogens and other deleterious materials.

9. Composted wood products are conditionally acceptable [stable humus must be present]. Wood based products are not acceptable which are based on red wood or cedar.

10. Sludge-based materials are not acceptable.

11. Carbon: nitrogen ratio is less than 25:1.

12. The compost shall be aerobic without malodorous presence of decomposition products.

13. The maximum particle size shall be 0.5 inch, 80% or more shall pass a No. 4 screen for soil amending. The maximum particle size shall be 0.25 inch for hydroseeding.

Maximum total permissible pollutant concentrations in amendment in parts per million on a dry weight basis:

arsenic	20	copper	150	selenium	50
cadmium	15	lead	200	silver	10
chromium	300	mercury	10	vanadium	400
cobalt	50	molybdenum	20	zinc	250
nickel	100				

D. Water.

1. Water shall be clean, fresh and free of substances or matter which could inhibit vigorous growth of plants

2. Water shall be supplied at Contractor's sole expense at no additional cost to City through the end of the maintenance period.

2.05 WOOD MULCH

A. Mulch shall be "Forest Floor" (0-2")

Available from or equal to:
Aguinaga Green
7992 Irvine Boulevard
Irvine, CA 92618
(949) 786-9558

B. The mulch shall consist of fibrous, woody bark mixture of varied particle size with the following characteristics:

Percent Passing	Sieve Size
90-100	25.4 mm (1")
80-100	12.7 mm (1/2")
20-60	6.35 mm (1/4")

C. Mulch shall be packaged in bales or bags unless the City approves a bulk source in advance of delivery to the site of the work. The Contractor shall submit one sample of three (3) different mulch materials.

D. The Engineer has the right to reject all samples and request additional samples until a suitable mulch material is approved.

2.06 SAMPLES

A. Samples of products and materials shall be required by the City. Submittals for inspection shall be stored on the site until furnishing of material is complete.

B. Delivery of products and materials may begin upon acceptance of samples or as directed by the City.

2.07 PLANT TABLETS

Plant tablets shall be Scotts Agriform, Gro-power or approved equal, 20-10-5 applied at the following rates:

Tablet Size	21 Gram					5 Gram
Container Size	1 Gallon and 10” pots	5 Gallon	15 Gallon	24” Box	36” Box and Larger	Ground Cover Plants
Application Rates (No. of Tablets)	1	3	8	20	One Tablet per each foot of height	1

PART 3: EXECUTION

3.01 GENERAL

Earthwork and on-site disposal of excavated material shall include placement, spreading, densification, cultivation and raking.

1. Unless otherwise provided, curbs, walks, irrigation systems, and similar improvements required by the Plans or Specifications shall be constructed following rough grading and before sodding.

2. Planting holes and backfill shall be as herein specified.

3. For preliminary rough grading and related earthwork, prepare areas for sodding work to within one-tenth foot (0.1’) of finish grade.

3. Fertilizing and conditioning materials shall be mechanically spread at a uniform rate. The quantities of materials necessary for the planting area shall be at the site and shall be verified by delivery tickets furnished to the Engineer before spreading.

3.02 FINISH GRADING

A. After spreading and raking, the soil shall be watered and allowed to settle to provide a stable surface, not overly densified to the extent that it will prevent aeration and water infiltration. After the soil has dried out to a workable condition, the planting areas shall be regraded, raked, and smoothed to the required grades and contours. Finish surfaces shall be clean and suitable for planting.

B. The finish grade shall be smooth, uniform, and free of abrupt grade changes and depressions to ensure surface drainage.

C. The finish grade below adjacent paving, curbs, or headers shall be one inch (1”) in lawn areas and two inches (2”) in shrub or ground cover areas.

3.03 TREE PLANTING GENERAL

A. All sprinkler/irrigation work shall be inspected and accepted by the City, prior to start of any work of this subsection.

B. Location of utility, structures and lines.

1. Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements.

2. In the event of a conflict between utilities and plant locations, promptly notify the Engineer who will arrange for one or the other to be relocated. If contractor fails to follow this procedure it shall repair all damages resulting from the work at contractor's sole expense.

C. All plants will be inspected by the Engineer prior to planting, including plants previously approved at the nursery. The Contractor shall be responsible for the condition of all trees, planted or otherwise, until acceptance.

D. Quantities.

1. Trees shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the Plans.

2. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.

E. Substitution.

1. Any trees specified by trade name or equal, shall be according to these Plans and Specifications.

2. Installation and use of substitute trees shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals must be accompanied by written proof of non-availability within a five hundred mile radius of the project site for trees originally specified and proof that material was ordered in a timely manner upon award of contract.

F. Protection and Storage.

1. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds.

2. Do not allow trees to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted or diseased trees, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense.

G. Moisten prepared surface immediately prior to installing trees.

H. Install trees within 24 hours after delivery to site.

I. Water trees immediately after installation.

J. Layout and Tree Location.

1. Layout of trees shall be performed by the Contractor and approved by the Engineer prior to planting

2. Tree locations will be staked by the Contractor and approved by the Engineer.

3.04 TREE AND SHRUB PLANTING

A. Planting Holes. Planting holes shall be approximately square. The holes shall be twice the width of the container, unless otherwise shown on the Plans. The holes shall be one-and-half times the depth of the root ball, or as shown on the Plans. The hole shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any trees having a broken or cracked root ball before or during planting shall not be planted.

B. Underground Obstructions. In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations will be selected by the City. Operation shall be done at no extra cost to the City.

C. Planting Procedures.

1. The backfill mix shall be as specified under paragraph 2.04, A, 3 and shall be thoroughly blended.

No mixing for individual planting holes is permitted. Mix planting soil prior to backfilling and stockpile at the site. Iron sulfate shall

not contact cement surfaces because severe staining could occur; repair or replace stained cement at Contractor's sole cost.

2. Remove bottom of box and set trees so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Place each tree in the center of the pit, remove box sides and backfill with prepared backfill. Compact the backfill mix around the ball or roots. Do not use soil in muddy condition for backfilling. Cut off all broken or frayed roots.

3. Thoroughly water each tree when the hole is one-half filled.

4. After watering, backfill the remainder of the hole and tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the tree is at the finished grade of the surrounding area.

5. After backfilling, a basin shall be constructed around each tree. Each basin shall be of a depth sufficient to hold at least six inches (6") of water. Basins shall be the same size as the container size of each individual tree. The the basins shall be constructed of amended backfill material.

6. Set the plant tablets to be used with each tree on the top of the root ball so the required number of tablets to be used in each hole can be easily verified. Bury tablets upon approval by the Engineer.

7. Immediately after planting, apply water to each tree by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

8. Apply water in sufficient quantities and as often as seasonal conditions require to keep the tree moist at all times, well below the root system.

9. Basins shall be maintained *thirty (30) days* following tree planting. They shall be removed at that time, unless otherwise directed by the Engineer.

D. Pruning. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-third of the branching structure. Upon approval of the Engineer, pruning may be done before delivery of plants, but not before plants have been inspected and approved.

E. Staking. All trees shall be staked per the planting details on the Plans. Staking shall be done immediately after planting.

3.05 MULCHING

Mulch shrub areas and trees after planting with two (2”) inches of mulch.

3.06 MAINTENANCE AND ESTABLISHMENT PERIOD

A. Maintenance and establishment period for trees will be one (1) year after “Date of Acceptance of Installation” of all planting areas. Request in writing from the Engineer notification of the date of the start of the maintenance period. At the acceptance of all planting, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer.

B. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer.

C. Maintain all trees on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period and shall continue to maintain them until final acceptance in accordance with the following.

1. Water and reapply mulch as necessary to promote a healthy growing condition. Re-stake if staking is not straight or solid. All areas shall be kept free of debris, weeds or litter. Keep project neat and attractive throughout the maintenance period.

2. Adjust the irrigation system to sufficiently saturate root zone without rotting trees.

3. Fertilize with “Gro-Power Plus” at 30 lbs./1000 sf every *thirty (30) calendar days*, during the maintenance period. Apply “Gro-Power Controlled Release Nitrogen” *five (5) calendar days* before the end of the maintenance period at manufacturer’s recommended rate.

D. Maintenance period shall be extended if plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of Engineer, the Engineer will issue to the Contractor a written notice of completion of maintenance.

3.09 WEED ABATEMENT

A. The weed abatement program shall proceed upon the completion of the irrigation system and after all existing weeds and growth has been removed from the planting areas. Begin watering daily for twenty-one (21) consecutive days and until weed seeds have germinated. Cease watering for three (3) days. Spray a non-selective herbicide (Roundup) to eradicate the germinated weeds. Allow herbicide sufficient time to kill weeds. Remove dead weeds within 1" of the soil surface. Repeat the non-selective herbicide application two more times. The contractor shall include a dye indicator with the third application of the non-selective herbicide.

B. If perennial weeds or grasses still exist, re-water four (4) times daily for fourteen (14) consecutive days until new growth appears. Reapply a non-selective herbicide with a dye indicator. Remove weeds after herbicide has had sufficient time to kill.

3.10 INSPECTION

A. All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours notice, will be billed to the Contractor.

B. Inspection is required for, and not necessarily limited to, the following parts of the work.

1. At completion of the incorporation of soil amendments and fine grading

2. Prior to digging plant pits for trees and shrubs.

3. Installing trees in the planting hole.

4. During backfilling of plant pits with amended backfill.

5. Final inspection at the end of the maintenance period.

END OF SECTION

SECTION 32 92 23 - SODDING

PART 1: GENERAL

1.01 DESCRIPTION

A. The General Provisions shall apply to all Sod work operations. Provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 32 84 00 Irrigation
Section 32 90 00 Planting

C. The Standard Specifications for Public Works Construction, "Greenbook" 2018 edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These specifications shall supersede conflicts with information given in the Standard Specification, unless otherwise determined by the Engineer.

D. Definitions.

1. City: City of Laguna Hills

2. Engineer: City Engineer, or the City Engineer's designated representative.

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone, and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Grower's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for sod fertilizers shall be given to the Engineer.

1.03 ENVIRONMENTAL REQUIREMENTS

A. Do not install sod when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install sod when wind velocity exceeds 30 mph (48 k/hr).

PART 2: PRODUCTS

2.01 REFERENCES

A. ANSI Z60.1 - Nursery Stock.

B. California State Department of Agriculture - Regulations for nursery inspections, rules, and grading.

2.02 SOD

A. Sod shall be West Coaster Tall Fescue, Big Rolls (42” Wide x 100’ Long) or approved equivalent grown by an established sod nursery having been in the business of growing sod a minimum of five (5) years. Sod shall be free of turf disease, insects, or weeds, and capable of healthy, vigorous growth.

B. Sod shall be grown in a blown sand medium. It shall be cut with a 1/2” to 3/4” thickness of soil that completely covers the root zone. Sod shall be wide cut, big roll. The sod shall arrive vigorous and have a lush appearance, uniform texture, and dark green color throughout with no dead or dying edge. The sod shall be sufficiently dense to bear handling and placement without tearing.

C. Nylon mesh in sod will not be accepted.

D. Sod to be certified RED ANT free by the grower.

E. Sod may be obtained from:

West Coast Sod
42-540 Melanie Pl

Palm Desert, CA 92211

2.03 FERTILIZERS, SOIL CONDITIONING MATERIALS AND WATER

A. General.

1. Fertilizing and soil conditioning materials shall comply with the applicable requirements of the City's Standards and Specifications. All materials shall be packaged first grade, commercial quality products identified as to source, type of material, weight, and manufacturer's guaranteed analysis. Fertilizing and soil conditioning material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals, or plants.

2. The Contractor shall furnish to the Engineer the Certificate of Compliance stating that the material substantially meets the City's specifications.

3. Exact fertilizing and conditioning materials and the required composition and quantities shall be determined by the agronomic soils test.

B. Commercial Fertilizer.

1. Commercial fertilizer shall be a palletized or granular product having a chemical analysis as specified on the Plans or in the Specifications. Commercial fertilizer shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used.

2. Pre-planting fertilizer composition to be 6-20-20. Post-planting composition shall be 6-20-20XB. Fertilizer shall provide one pound of P and K per 1,000 square feet. Nitrogen shall not exceed 1/3 pound per 1,000 square feet. Exact composition and type to be determined by agronomic soil test.

3. Fertilizer available from:

J.R. Simplot
Lathrop, CA 95330
Phone: (209) 858-2511, Fax: (209) 858-2519

C. Water.

1. Water shall be clean, fresh, and free of substances or matter which could inhibit vigorous growth of plants.

2. Water shall be supplied at Contractor's expense at no additional cost to the City through the end of the maintenance period.

PART 3: EXECUTION

3.01 FERTILIZING

A. Two to three days prior to sodding, fertilize with J.R. Simplot Best 6-20-20 at one pound of P and K per 1,000 square feet. Exact quantity shall be determined by the agronomic soil test

Adequately irrigate after application.

B. Fifteen days after sod installation is complete, fertilize as above with J. R. Simplot Best 16-20-20XB

3.02 INSTALLING SOD

A. Soil conditioning and fine grading shall be completed before sodding. No heavy equipment shall operate over the subgrade after grading is completed.

B. The subgrade shall be moist but not wet when sod is laid. Sod shall be laid with closely fitted joints, and the ends of the trips shall be staggered. Openings shall be plugged with sod.

C. Within two hours after installing sod and before rolling, the sod shall be adequately irrigated with a minimum of 1/2" of water. All seams and joints shall then be rolled until the sod is well bonded to the subgrade.

D. The area shall then be watered thoroughly with 2 to 4 inches of water to penetrate the subsoil at least 8 inches. Watering shall be repeated as necessary to keep the sod moist until rooted into the subgrade. Sodded areas shall be protected against foot traffic until the sod is well established.

3.03 MAINTENANCE

A. Maintenance period will be a minimum of ***ninety (90) days*** after Date of Acceptance by the City of all sod installation.

B. Maintenance includes:

1. Water, weed, fertilize, mow, edge and spray as necessary to promote a healthy growing condition. Keep project neat and attractive throughout the maintenance period.

2. Applying herbicides for weed control, as needed or directed by City, in accordance with manufacturer's instructions. Remedy damage resulting from the use of herbicides.

3. Exterminate rodents and insects as required.

4. Adjust irrigation system scheduling to sufficiently saturate root zone.

5. Repair or replace any damaged item caused by vehicles, vandals, bicycles, or foot traffic during the maintenance period.

6. (During growing season) fertilize turf every four weeks with one pound of nitrogen per 1,000 square feet in a complete fertilizer product (4-1-4 ratio).

C. Maintenance period may be extended if turf grass and other plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of the Engineer, the Contractor will be released through written notification by the Engineer.

D. Mow turf a minimum of two (2) times a week with the first mowing to be completed ***seven (7) days*** after installation of sod. Maintain a mowing height of 3/8" to ¾" inches. Do not cut more than 1/3 of grass blade at any one mowing. Grass shall be mowed with a sharp power driven reel mower. Clippings shall be collected and removed.

END OF SECTION

SECTION 32 90 10 - 90 DAY MAINTENANCE

PART 1: GENERAL

1.01 DESCRIPTION

A. The general requirements apply to all Landscaping work operations. Provide labor, materials, tools, transportation and all incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 32 84 00: Irrigation
Section 32 90 00: Planting
Section 32 92 23: Sod

C. The Standard Specifications for Public Works Construction, "Greenbook", 2018, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the City and the decision by the City as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for landscape materials (including plants and fertilizers) shall be given to the Engineer.

1.03 ENVIRONMENTAL REQUIREMENTS

A. Do not install landscape materials when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install landscape materials when wind velocity exceeds 30 mph (48 k/hr).

PART 2: EXECUTION

2.01 MAINTENANCE AND ESTABLISHMENT PERIOD

A. Maintenance and establishment period for trees will be one (1) year after "Date of Acceptance of Installation" of all planting areas. Request in writing from the Engineer notification of the date of the start of the maintenance period. At the acceptance of all planting, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer.

B. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer.

C. Maintain all trees on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period and shall continue to maintain them until final acceptance in accordance with the following.

1. Water and reapply mulch as necessary to promote a healthy growing condition. Re-stake if staking is not straight or solid. All areas shall be kept free of debris, weeds or litter. Keep project neat and attractive throughout the maintenance period.

2. Adjust the irrigation system to sufficiently saturate root zone without rotting trees.

3. Fertilize with "Gro-Power Plus" at 30 lbs./1000 sf every *thirty (30) calendar days*, during the maintenance period. Apply "Gro-Power Controlled Release Nitrogen" *five (5) calendar days* before the end of the maintenance period at manufacturer's recommended rate.

D. Maintenance period shall be extended if plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of Engineer, the Engineer will issue to the Contractor a written notice of completion of maintenance.

2.02 WEED ABATEMENT

A. The weed abatement program shall proceed upon the completion of the irrigation system and after all existing weeds and growth has been removed from the planting areas. Begin watering daily for twenty-one (21) consecutive days and until weed seeds have germinated. Cease watering for three (3) days. Spray a non-selective herbicide (Roundup) to eradicate the germinated weeds. Allow herbicide sufficient time to kill weeds. Remove dead weeds within 1" of the soil surface. Repeat the non-selective herbicide application two more times. The contractor shall include a dye indicator with the third application of the non-selective herbicide.

B. If perennial weeds or grasses still exist, re-water four (4) times daily for fourteen (14) consecutive days until new growth appears. Reapply a non-selective herbicide with a dye indicator. Remove weeds after herbicide has had sufficient time to kill.

2.03 INSPECTION

A. All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours notice, will be billed to the Contractor.

B. Inspection is required for, and not necessarily limited to, the following parts of the work.

1. At completion of the incorporation of soil amendments and fine grading

2. Prior to digging plant pits for trees and shrubs.

3. Installing trees in the planting hole.

4. During backfilling of plant pits with amended backfill.

5. Final inspection at the end of the maintenance period.

END OF SECTION

Appendix B – Limited Geotechnical Investigation

Appendix C – EL CONEJO PARK Project Plans

Appendix D – EL CONEJO PARK Project Standard Details



OVERALL DESIGN PLAN

LEGEND

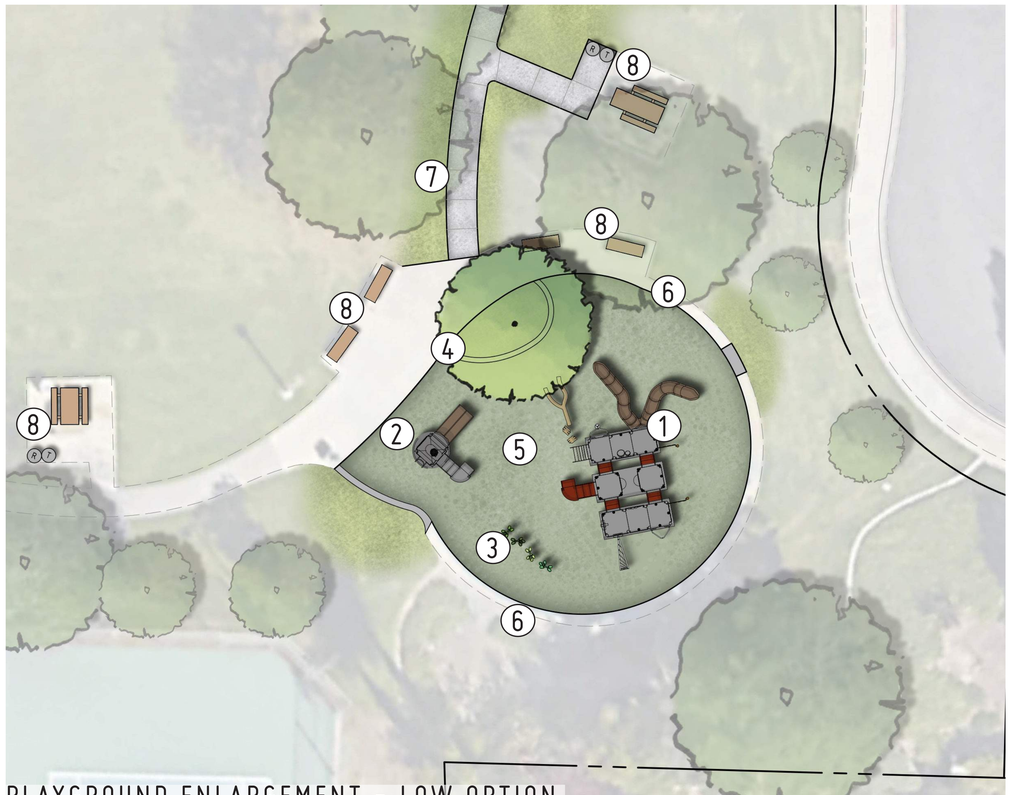
1. NEW DRINKING FOUNTAIN WITH DOG BOWL AND PAVING REPLACEMENT TO BE ADA COMPLIANT
2. NEW PARK SIGN
3. TENNIS COURT CONCRETE PATH REMOVED AND REPLACED TO BE ADA COMPLIANT
4. UPDATE PLAYGROUND ZONE, SEE ENLARGEMENT
5. CONCRETE PATHS REMOVED AND REPLACED TO BE ADA COMPLIANT – ADDITIVE ALTERNATE BID #1
6. NEW PICNIC TABLES, TRASH RECEPTACLES AND BENCHES – ADDITIVE ALTERNATE BID #2
7. TENNIS COURT ENTRY DRINKING FOUNTAIN REPLACEMENT – ADDITIVE ALTERNATE BID #3

CITY OF LAGUNA HILLS - MACKENZIE PARK

Landscape Design - Construction Documents

April 20, 2026

NORTH 0 10 20 40



PLAYGROUND ENLARGEMENT - LOW OPTION

LEGEND

1. 5-12 FARM BARN STRUCTURE
2. 2-5 SILO STRUCTURE
3. CORN STALK CLIMBERS
4. NEW PLANTING AREA WITH TREE
5. PLAYGROUND RUBBERIZED SURFACING
6. EXISTING BANDING PROTECT IN PLACE

LEGEND

7. CONCRETE PATHS REMOVED AND REPLACED TO BE ADA COMPLIANT - ADDITIVE ALTERNATE BID #1
8. NEW PICNIC TABLES, TRASH RECEPTACLES AND BENCHES - ADDITIVE ALTERNATE BID #2











DRINKING FOUNTAIN WITH DOG BOWL



PRECAST CONCRETE TABLES

CITY OF LAGUNA HILLS - MACKENZIE PARK

Landscape Design - Construction Documents

April 20, 2026

NORTH 0 5 10 20

DVDC

MACKENZIE PARK RENOVATION PROJECT

25222 MACKENZIE ST, LAGUNA HILLS, CA 92653

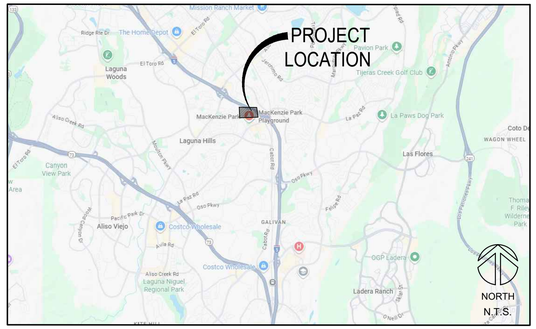
Owner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Contact: Joe Ames
Phone: (949) 707-2615

Landscape Architect
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151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
Contact: Shaun Johnson
Phone: (714) 641-1300
sjonson@dvdcreative.com

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Surender@dmsconsultantsinc.com

Geotechnical Engineer
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Irvine, CA 92606
Contact: - Mohan Upasani
Phone: (949) 221-0900
global@globalgeo.net

VICINITY MAP



LOCATION MAP



INDEX OF DRAWINGS

SEQ	SHEET	SHEET TITLE
1	L-100	TITLE SHEET
2	D-1	DEMOLITION PLAN
3	D-2	DEMOLITION PLAN
4	G-1	GRADING PLAN
5	G-2	GRADING PLAN
6	EC-1	EROSION CONTROL PLAN
7	EC-2	EROSION CONTROL PLAN
8	L-200	ACCESSIBILITY PLAN
9	L-250	TREE PROTECTION PLAN
10	L-300	CONSTRUCTION MATERIALS SCHEDULE
11	L-301	CONSTRUCTION PLAN
12	L-600	CONSTRUCTION DETAILS - FLATWORK
13	L-610	CONSTRUCTION DETAILS - WALLS
14	L-620	CONSTRUCTION DETAILS - METALWORK
15	L-630	CONSTRUCTION DETAILS - MISC.
16	L-700A	IRRIGATION LEGEND AND NOTES
17	L-700B	IRRIGATION NOTES AND WATER USE DATA
18	L-700C	IRRIGATION DEMO PLAN
19	L-701	IRRIGATION MODIFICATION PLAN
20	L-750	IRRIGATION DETAILS
21	L-800	PLANTING SCHEDULE
22	L-801	TREE PLANTING PLAN
23	L-901	SHRUB PLANTING PLAN
24	L-950	PLANTING DETAILS AND NOTES

PLAN NOTE

BASE SHEET PREPARED FROM CIVIL BACKGROUNDS RECEIVED APRIL 13, 2026.

DEFERRED SUBMITTALS REQUIRED

DEFERRED SUBMITTALS SHALL BE REQUIRED FROM THE MANUFACTURER AND/OR SUPPLIER OF THE FOLLOWING PARK FEATURES INCLUDING ALL ANCHORING AND FOUNDATION DETAILS:

1. PLAYGROUND EQUIPMENT

NOTE: THE ABOVE ITEMS REQUIRING A DEFERRED SUBMITTAL SHALL REQUIRE SEPARATE PERMITS AND PLAN CHECK PRIOR TO INSTALLATION.

SURVEY INFORMATION

BASIS OF BEARINGS

The Bearings shown hereon are based on the Bearing between OCS Horizontal control station GPS NO.7681 and Station GPS NO. 7682 Being North 40deg 53'55" West per records on File in the Office of Orange County Surveyor

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Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

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Revisions

No	Date	Description
1		
2		
3		
4		
5		
6		
7		

MACKENZIE PARK
25222 MacKenzie St.
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019M
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	NONE

Sheet Title
TITLE SHEET

Sheet No
L-100

ITEMS TO TURN OVER TO CITY PRIOR TO DEMOLITION
CONTRACTOR TO CONFIRM FOLLOWING

UTILITY PULL BOXES, IF ANY

DRINKING FOUNTAINS

ITEMS TO PROTECT IN PLACE, ADJUST OR REMOVE AND RELOCATE

EXISTING LIGHT STANDARDS

EXISTING UTILITY PULL BOXES/CLEANOUTS

EXISTING IRRIGATION METERS/VALVES

EXISTING WATER METERS

EXISTING WATER VALVES

EXISTING TREE, UNLESS OTHERWISE NOTED

DEMOLITION

REMOVE AND DISPOSE OF THE FOLLOWING ITEMS:

CONCRETE FLATWORK/WALKWAYS, AS SHOWN

PLAYGROUND AREA SURFACING/EQUIPMENTS/SAND AREA WALL

DEMOLITION LEGEND

SYMBOL	DESCRIPTION
	REMOVE AND DISPOSE OF ALL EXISTING TURF AND SITE DEBRIS, UNLESS OTHERWISE NOTED.
	REMOVE AND DISPOSE OF CONCRETE FLATWORK & SLAB
	INSTALL CONSTRUCTION FENCE WITH FABRIC FOR THE DURATION OF THE PROJECT

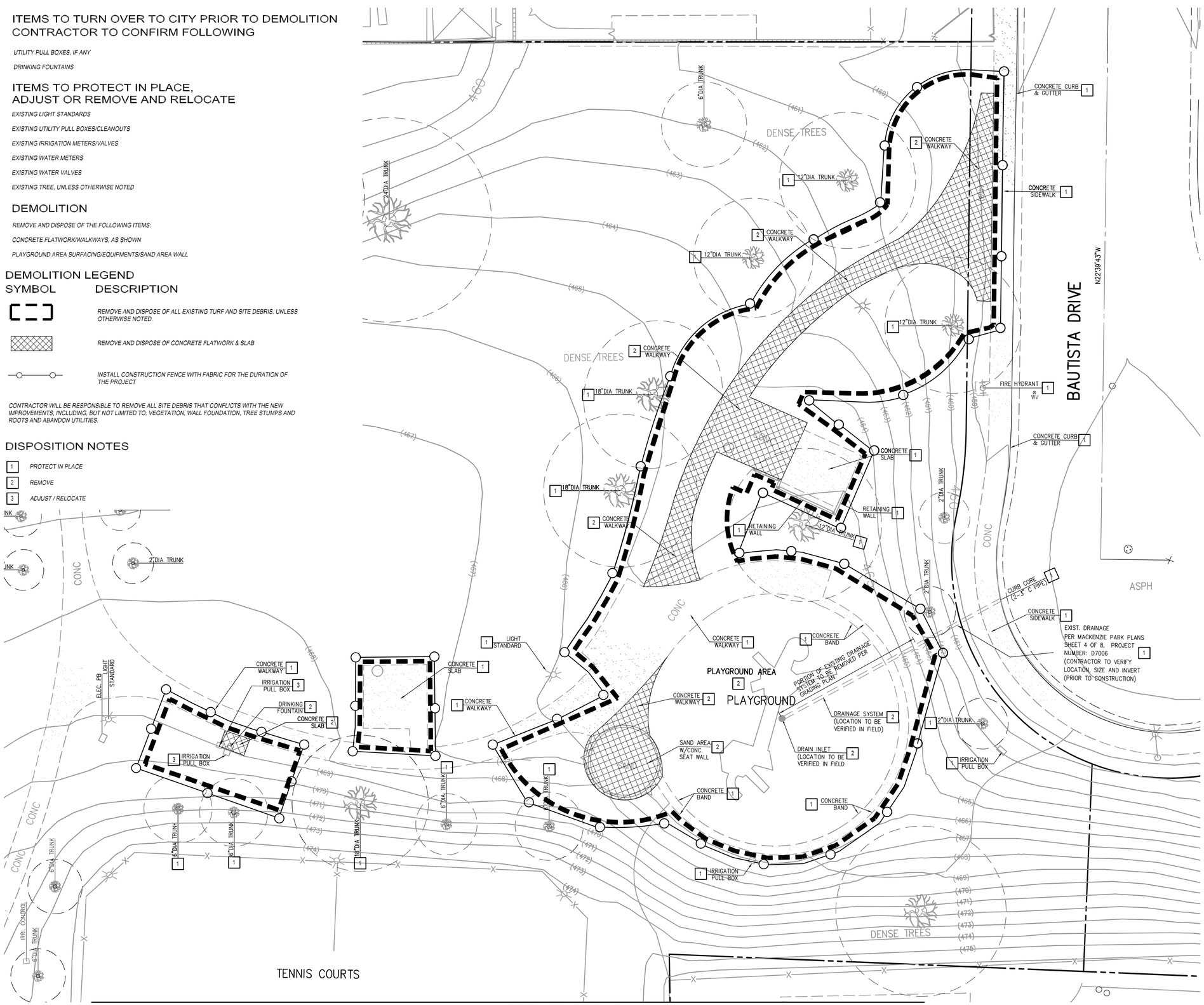
CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ALL SITE DEBRIS THAT CONFLICTS WITH THE NEW IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, VEGETATION, WALL FOUNDATION, TREE STUMPS AND ROOTS AND ABANDON UTILITIES.

DISPOSITION NOTES

1 *PROTECT IN PLACE*

2 *REMOVE*

3 *ADJUST / RELOCATE*



SEE SHEET D-2

LEGEND

	TREE
	UTILITY PULL BOX/METER
	UTILITY VALVE
	EXISTING DRAIN INLET
	EXISTING UTILITY LINE
	PROPERTY/RIGHT-OF-WAY
	EXISTING CONTOUR WITH ELEVATION
	POWER POLE W/GUY WIRE
	STREET LIGHT
(XXX.XX)	*EXISTING ELEVATION*
TC	*TOP OF CURB*
FL	*FLOWLINE*
FS	*FINISH SURFACE*
BW	*BACK OF WALK*
INV	*INVERT ELEVATION*
EW	*EDGE OF WALK*
TG	*TOP OF GRATE*

SCALE: 1"=10'

Landscape Architect

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Consultant

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UNDER THE SUPERVISION OF
02/24/26
SURENDER M. DEWAN RCE 34559 EXP. 9/30/27

REGISTERED PROFESSIONAL ENGINEER SURENDER M. DEWAN NO. 34559 Exp. 9/30/27 CIVIL STATE OF CALIFORNIA

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Revisions

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MACKENZIE PARK
2522 MACENZIE ST
LAGUNA HILLS, CA 92653

Client
LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019M
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Checked	
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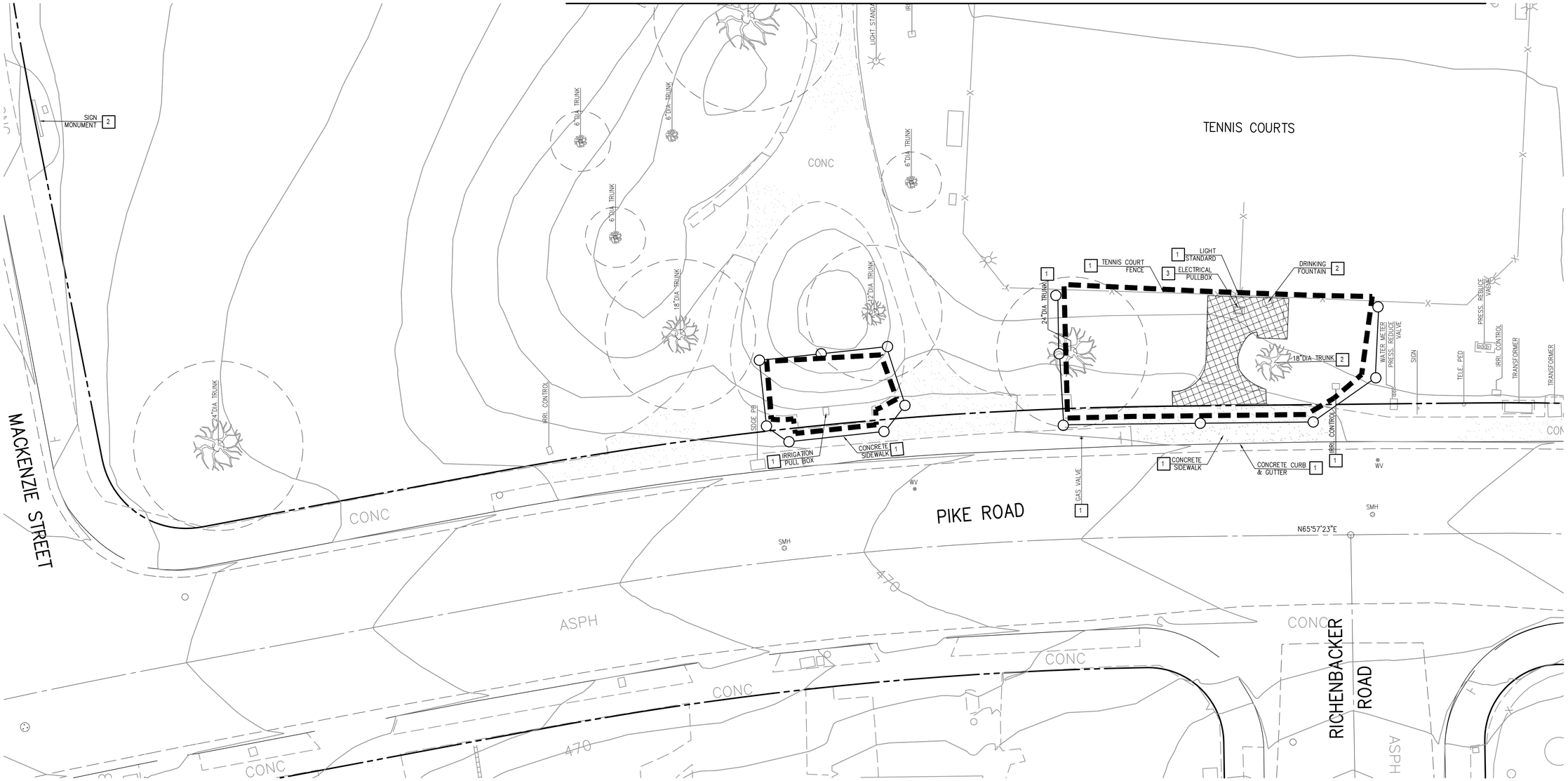
Sheet Title

DEMOLITION PLAN

Sheet No

D-1

SEE SHEET D-1



ITEMS TO TURN OVER TO CITY PRIOR TO DEMOLITION CONTRACTOR TO CONFIRM FOLLOWING

UTILITY PULL BOXES, IF ANY

DRINKING FOUNTAINS

ITEMS TO PROTECT IN PLACE, ADJUST OR REMOVE AND RELOCATE

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REMOVE AND DISPOSE OF THE FOLLOWING ITEMS:

CONCRETE FLATWORK/WALKWAYS, AS SHOWN

PLAYGROUND AREA SURFACING/EQUIPMENTS/SAND AREA WALL

SIGN MONUMENT

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DISPOSITION NOTES

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LEGEND

	TREE
	UTILITY PULL BOX/METER
	UTILITY VALVE
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(XXX.XX)	*EXISTING ELEVATION*
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TG	*TOP OF GRATE*

N

SCALE: 1"=10'

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2522 MACENZIE ST
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Client
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24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019M
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Checked	
Date	04/14/26
Scale	

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DEMOLITION PLAN

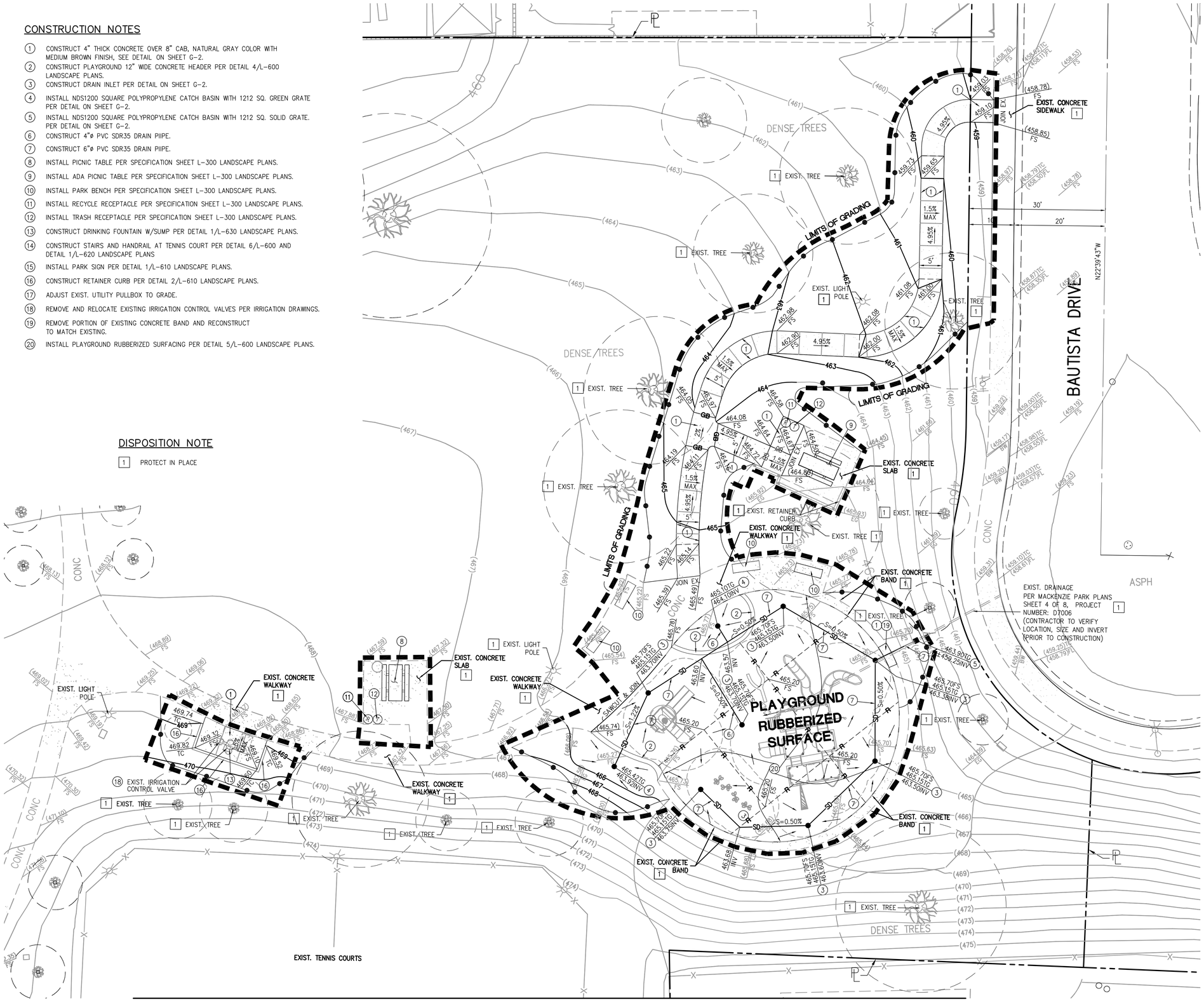
Sheet No
D-2

CONSTRUCTION NOTES

1. CONSTRUCT 4" THICK CONCRETE OVER 8" CAB, NATURAL GRAY COLOR WITH MEDIUM BROWN FINISH, SEE DETAIL ON SHEET G-2.
2. CONSTRUCT PLAYGROUND 12" WIDE CONCRETE HEADER PER DETAIL 4/L-600 LANDSCAPE PLANS.
3. CONSTRUCT DRAIN INLET PER DETAIL ON SHEET G-2.
4. INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. GREEN GRATE PER DETAIL ON SHEET G-2.
5. INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. SOLID GRATE. PER DETAIL ON SHEET G-2.
6. CONSTRUCT 4"ø PVC SDR35 DRAIN PIIPE.
7. CONSTRUCT 6"ø PVC SDR35 DRAIN PIIPE.
8. INSTALL PICNIC TABLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
9. INSTALL ADA PICNIC TABLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
10. INSTALL PARK BENCH PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
11. INSTALL RECYCLE RECEPTACLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
12. INSTALL TRASH RECEPTACLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
13. CONSTRUCT DRINKING FOUNTAIN W/SUMP PER DETAIL 1/L-630 LANDSCAPE PLANS.
14. CONSTRUCT STAIRS AND HANDRAIL AT TENNIS COURT PER DETAIL 6/L-600 AND DETAIL 1/L-620 LANDSCAPE PLANS
15. INSTALL PARK SIGN PER DETAIL 1/L-610 LANDSCAPE PLANS.
16. CONSTRUCT RETAINER CURB PER DETAIL 2/L-610 LANDSCAPE PLANS.
17. ADJUST EXIST. UTILITY PULLBOX TO GRADE.
18. REMOVE AND RELOCATE EXISTING IRRIGATION CONTROL VALVES PER IRRIGATION DRAWINGS.
19. REMOVE PORTION OF EXISTING CONCRETE BAND AND RECONSTRUCT TO MATCH EXISTING.
20. INSTALL PLAYGROUND RUBBERIZED SURFACING PER DETAIL 5/L-600 LANDSCAPE PLANS.

DISPOSITION NOTE

1. PROTECT IN PLACE



SEE SHEET G-2

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LAGUNA HILLS, CA 92653

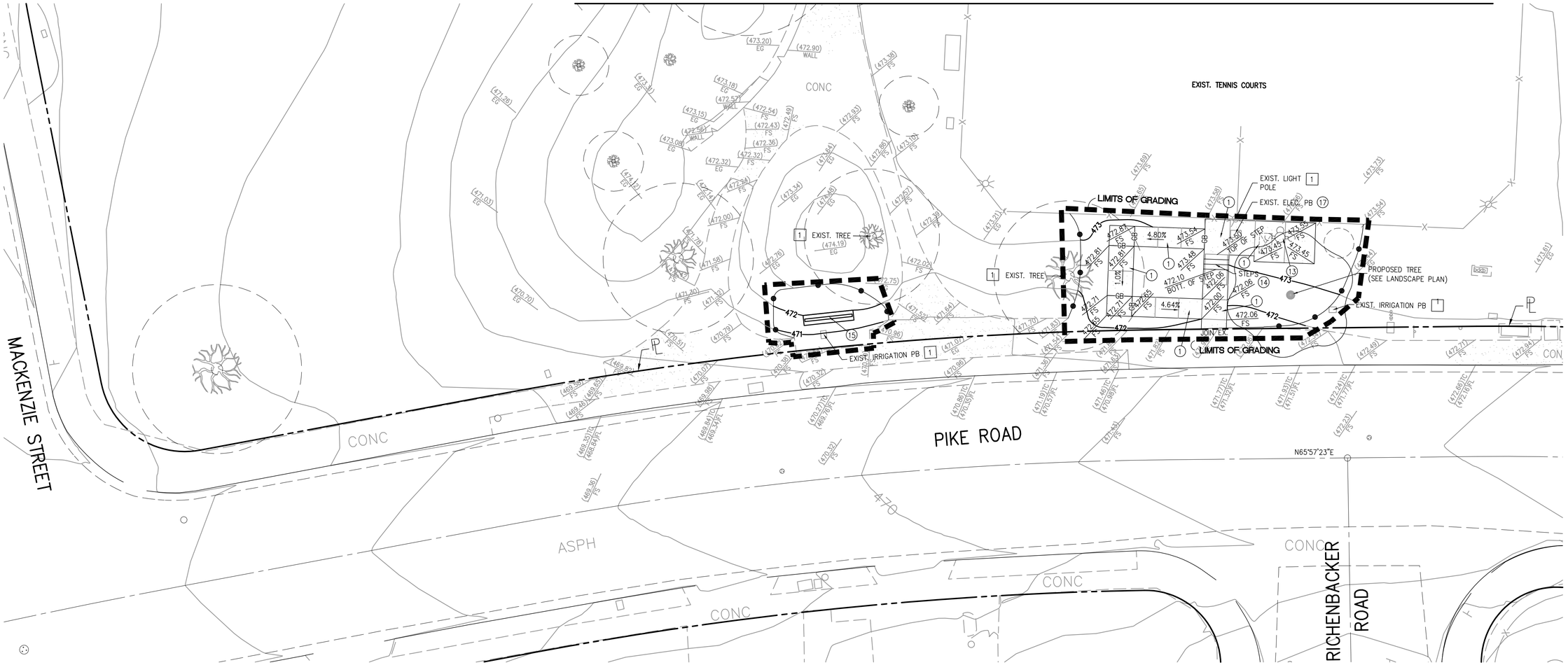
Client
LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019M
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Date	04/14/26
Scale	

Sheet Title
GRADING PLAN

Sheet No
G-1

SEE SHEET G-1

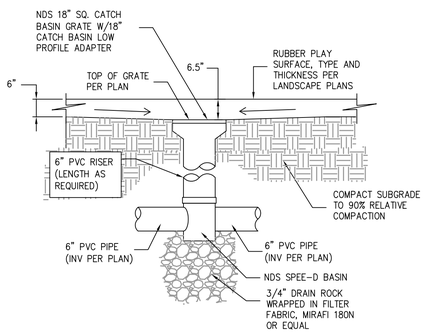


CONSTRUCTION NOTES

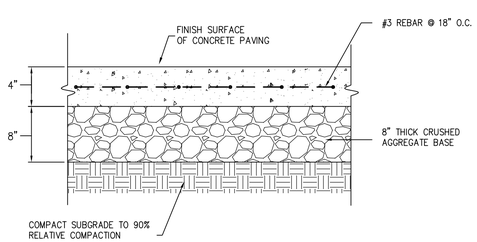
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12. INSTALL TRASH RECEPTACLE PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
13. CONSTRUCT DRINKING FOUNTAIN W/SUMP PER DETAIL 1/L-630 LANDSCAPE PLANS.
14. CONSTRUCT STAIRS AND HANDRAIL AT TENNIS COURT PER DETAIL 6/L-600 AND DETAIL 1/L-620 LANDSCAPE PLANS
15. INSTALL PARK SIGN PER DETAIL 1/L-610 LANDSCAPE PLANS.
16. CONSTRUCT RETAINER CURB PER DETAIL 2/L-610 LANDSCAPE PLANS.
17. ADJUST EXIST. UTILITY PULLBOX TO GRADE.
18. REMOVE AND RELOCATE EXISTING IRRIGATION CONTROL VALVES PER IRRIGATION DRAWINGS.
19. REMOVE PORTION OF EXISTING CONCRETE BAND AND RECONSTRUCT TO MATCH EXISTING.
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DISPOSITION NOTE

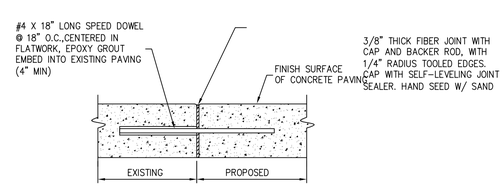
[1] PROTECT IN PLACE



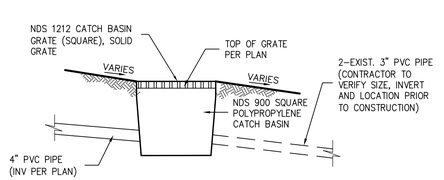
3 **DRAIN INLET DETAIL**
AT PLAYGROUND AREA ONLY
NTS



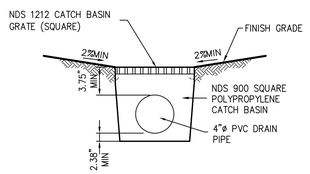
1 **CONCRETE PAVEMENT DETAIL**
NTS



EXISTING PAVEMENT JOIN DETAIL
NTS



4 **DRAIN INLET DETAIL**
NTS



5 **DRAIN INLET DETAIL**
IN LANDSCAPE AREAS
NTS

SCALE: 1"=10'

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02/24/26
SURENDER M. DEWAN RCE 34559 EXP. 9/30/27

REGISTERED PROFESSIONAL ENGINEER SURENDER M. DEWAN No. 34559 Exp. 9/30/27 CIVIL STATE OF CALIFORNIA

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MACKENZIE PARK
2522 MACENZIE ST
LAGUNA HILLS, CA 92653

Client
LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019M
Drawn	
Checked	
Date	04/14/26
Scale	

Sheet Title
GRADING PLAN

Sheet No
G-2

EROSION CONTROL NOTES

A) IN CASE OF EMERGENCY CALL CITY NON-EMERGENCY DISPATCH
AT 714-754-5252

B) THE UNDERSIGNED CIVIL ENGINEER WILL REVIEW EROSION CONTROL WORK AND CERTIFY THAT WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.

MR SURENDER DEWAN RCE 34559 — 04/14/26 DATE

C) A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. (NOVEMBER 1–APRIL 15) NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT.

D) DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.

E) ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY

F) AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING BASINS AND THE BASINS PUMPED DRY. A GRADED SLOPE SURFACE PROTECTION MEASURES DAMAGED DURING A RAINSTORM SHALL ALSO BE IMMEDIATELY REPAIRED.

G) FILL SLOPES AT THE TRACT PERIMETER MUST DRAIN AWAY FROM THE TOP OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.

H) A GUARD SHALL BE POSTED ON THE SITE WHENEVER THE DEPTH OF WATER IN ANY DEVICES EXCEED TWO

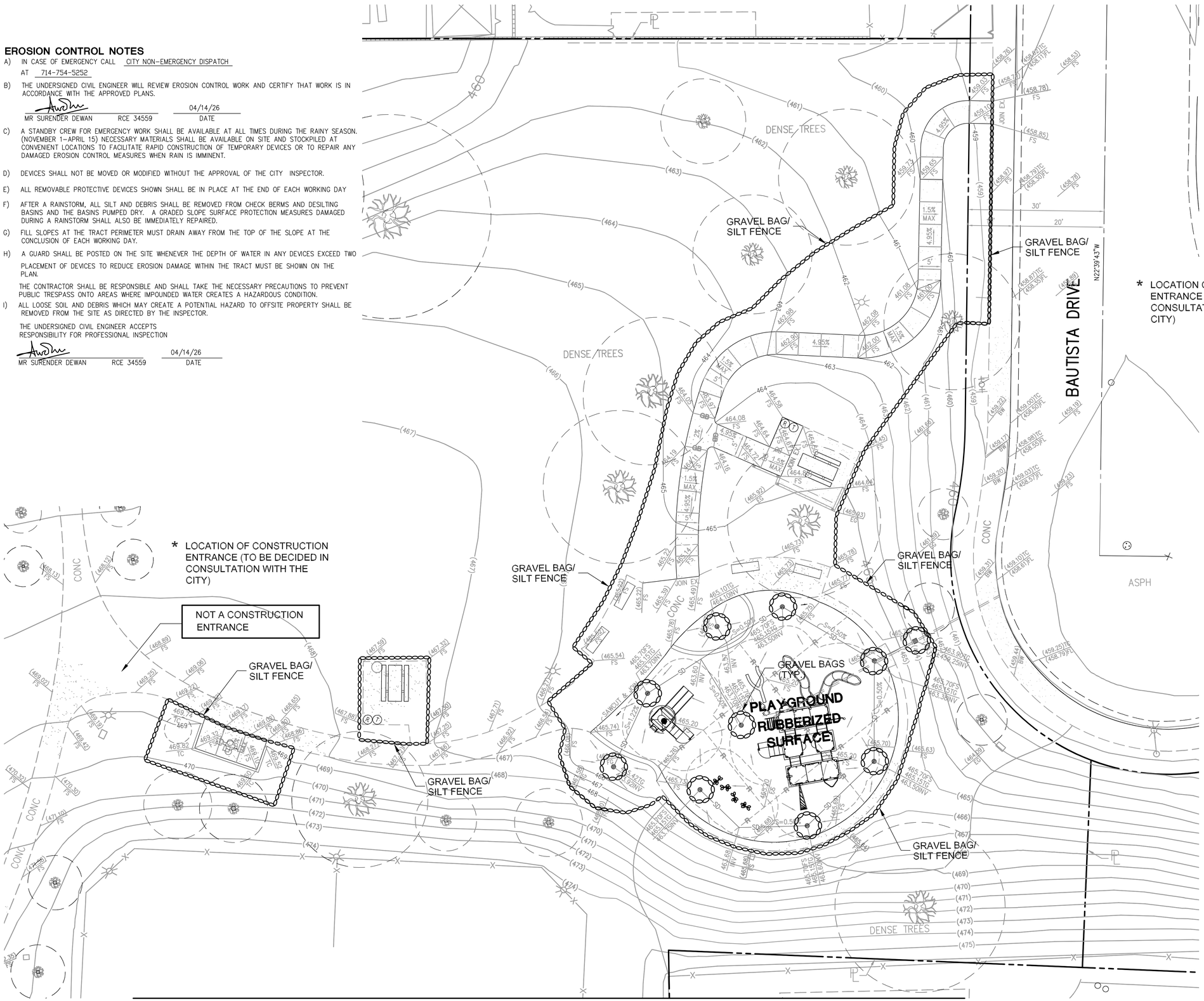
PLACEMENT OF DEVICES TO REDUCE EROSION DAMAGE WITHIN THE TRACT MUST BE SHOWN ON THE PLAN.

THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE THE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.

I) ALL LOOSE SOIL AND DEBRIS WHICH MAY CREATE A POTENTIAL HAZARD TO OFFSITE PROPERTY SHALL BE REMOVED FROM THE SITE AS DIRECTED BY THE INSPECTOR.

THE UNDERSIGNED CIVIL ENGINEER ACCEPTS RESPONSIBILITY FOR PROFESSIONAL INSPECTION

MR SURENDER DEWAN RCE 34559 — 04/14/26 DATE



SEE SHEET EC-2

SCALE: 1"=10'

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dvdcreative.com

Consultant

DMS CONSULTANTS, INC.
CIVIL ENGINEERS
12371 Lewis St. #203 Garden Grove CA. 92840 P. 714-740-8840 F. 714-740-8842
UNDER THE SUPERVISION OF
SURENDER M. DEWAN RCE 34559 EXP. 9/30/27 — 02/24/26

REGISTERED PROFESSIONAL ENGINEER — SURENDER M. DEWAN — No. 34559 — Exp. 9/30/27 — CIVIL — STATE OF CALIFORNIA

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Revisions

No	Date	Description
1	–	–
2	–	–
3	–	–
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2522 MACENZIE ST
LAGUNA HILLS, CA 92653

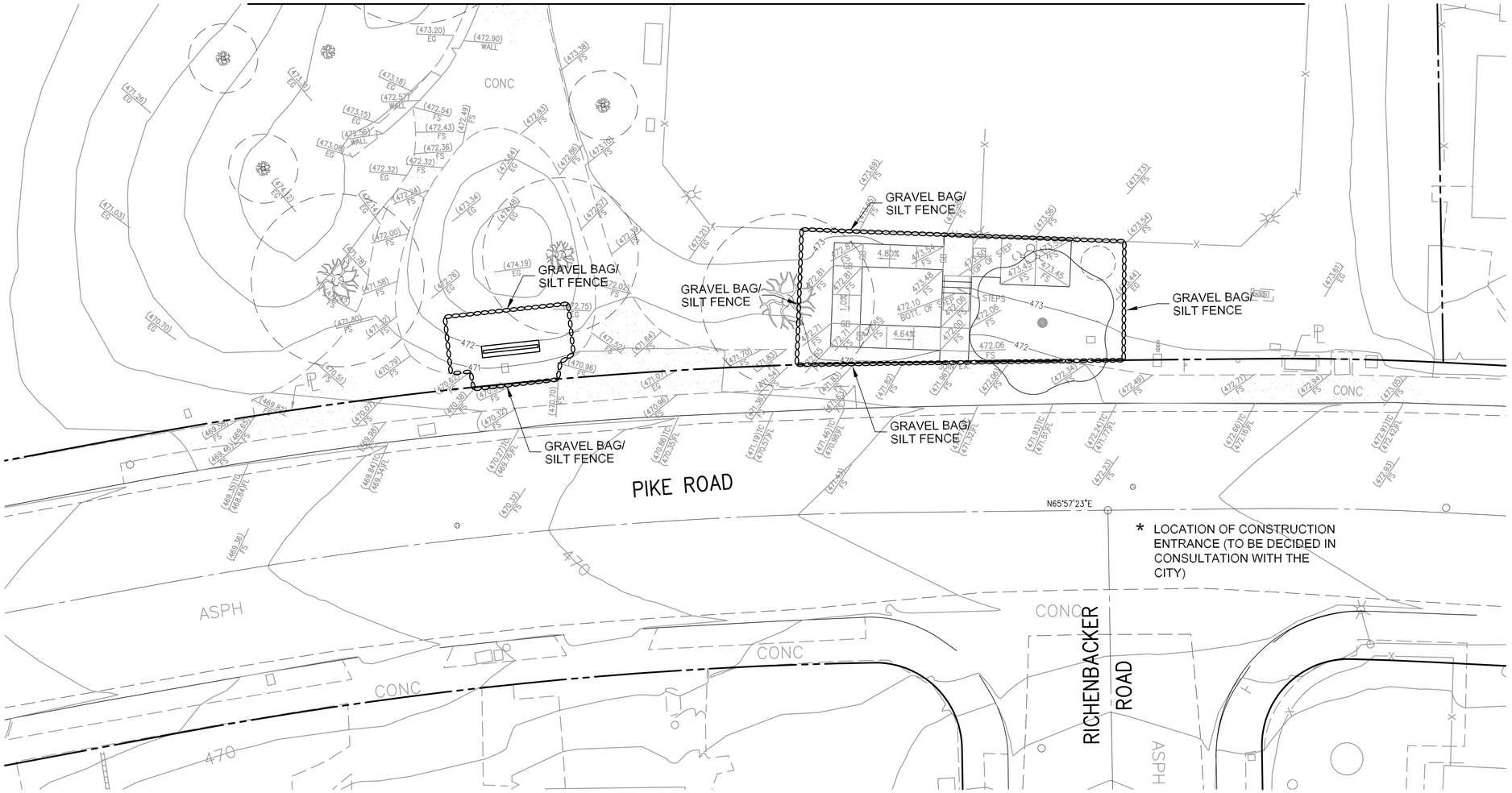
Client
LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

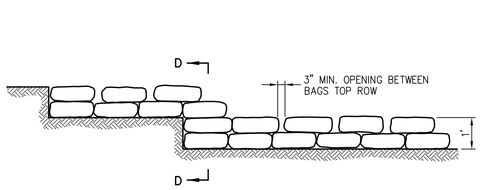
Project No	24-019M
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Sheet Title
EROSION CONTROL PLAN

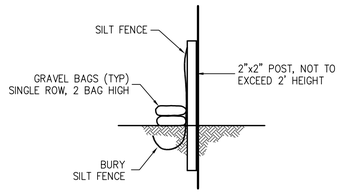
Sheet No
EC-1

SEE SHEET EC-1

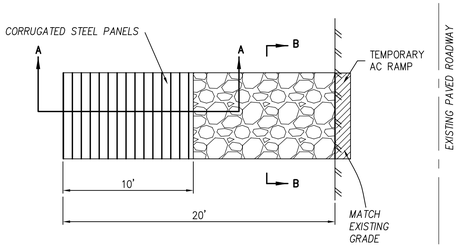




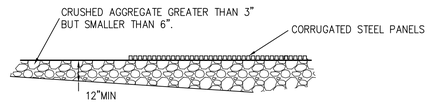
TYPICAL GRAVELBAG DETAIL



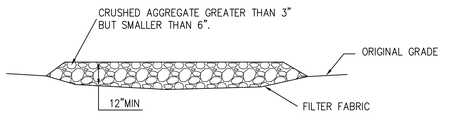
SILT FENCE DETAIL
NTS



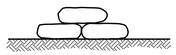
STABILIZED CONSTRUCTION ENTRANCE DETAIL



SECTION A–A
NTS



SECTION B–B
NTS



SECTION D–D



GRAVELBAG AT STORM DRAIN INLET DETAIL
NTS



SCALE: 1"=10'

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SURENDER M. DEWAN
No. 34559
Exp. 9/30/27
CIVIL
STATE OF CALIFORNIA

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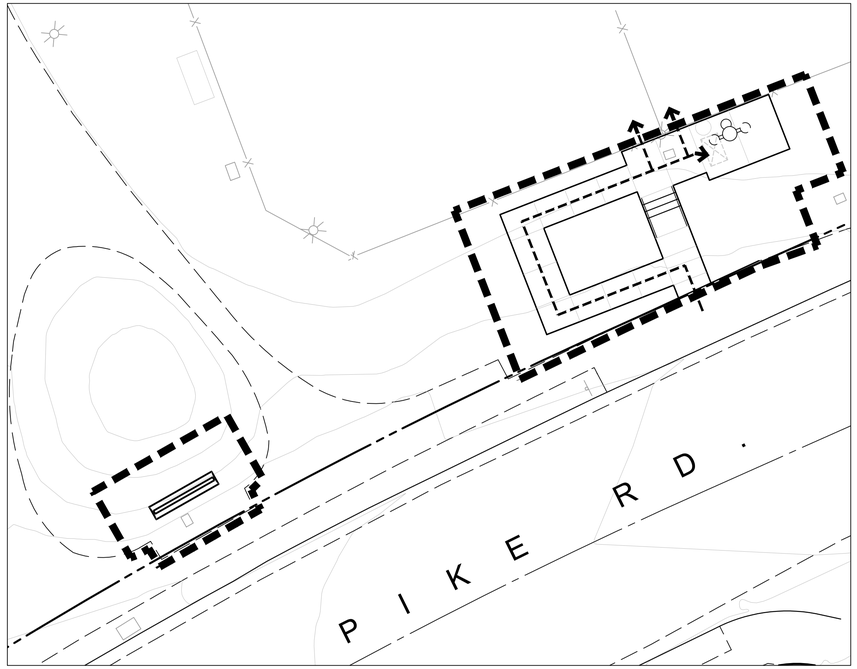
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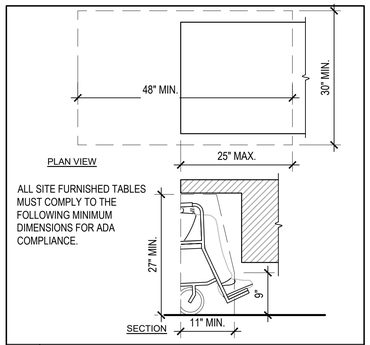
Project No	24-019M
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Checked	
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Sheet Title
EROSION CONTROL PLAN

Sheet No
EC-2



PORTION 2

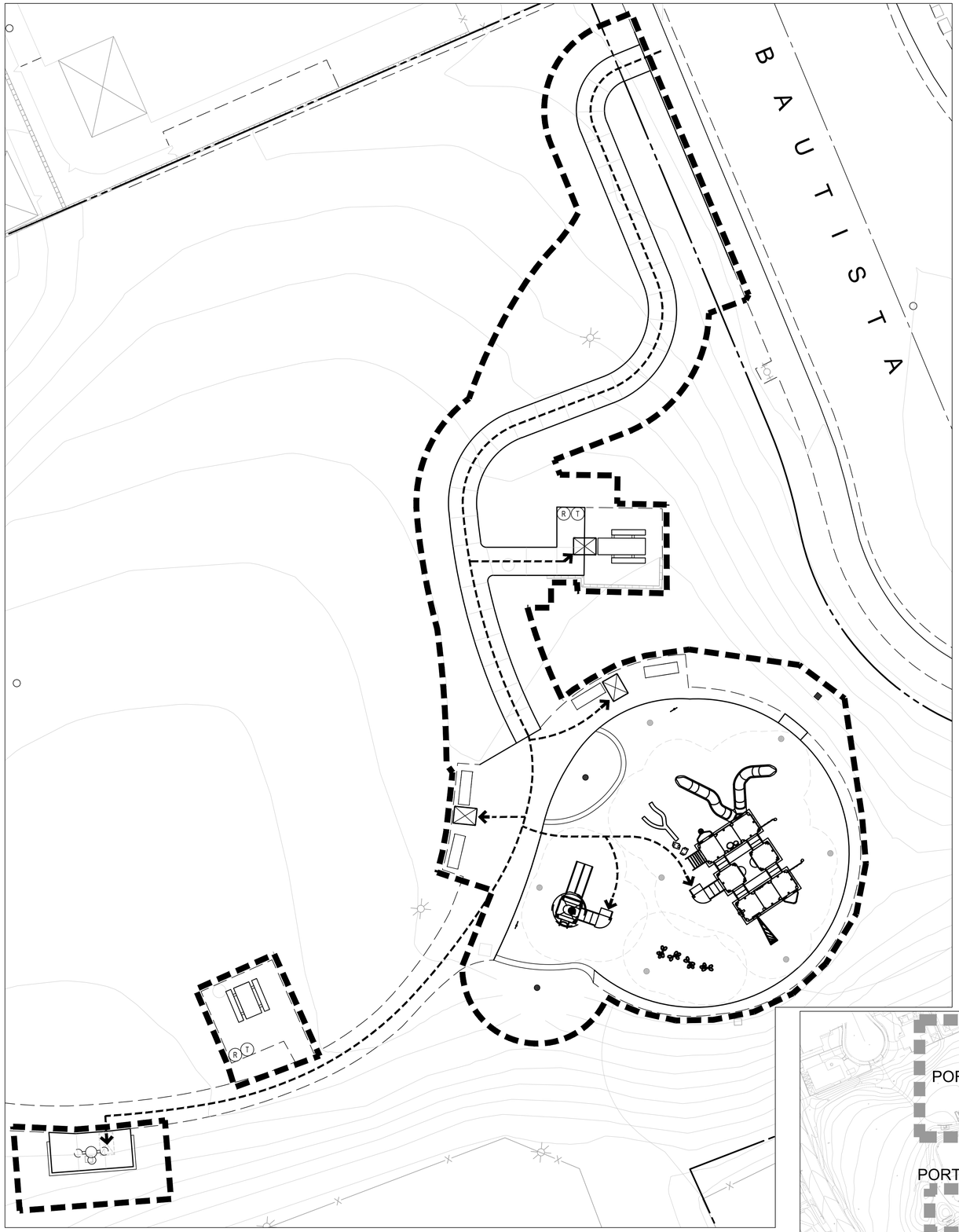


1 ADA KNEE AND TOE CLEARANCE N.T.S.

ACCESSIBLE ROUTE OF TRAVEL

- WALKWAYS TO BE A MINIMUM 48" WIDE.
- WALKWAYS AND RAMPS SHALL NOT EXCEED 2% CROSS SLOPE.
- RAMPS WITHOUT HANDRAIL SHALL NOT EXCEED 5% SLOPE IN THE DIRECTION OF TRAVEL.
- RAILING SHALL BE PROVIDED FOR ALL RAMPS GREATER THAN 5%.
- 8.333% MAXIMUM GRADE ON RAMPS WITH RAILS.
- LANDING AT THE TOP OF RAMPS SHALL BE A MINIMUM OF 60" X 60" WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- INTERMEDIATE LANDINGS SHALL BE PROVIDED ON RAMPS AND SHALL BE A MINIMUM OF 60" IN LENGTH WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- LANDINGS SHALL BE PROVIDED AT THE BOTTOM OF RAMPS AND SHALL BE 72" IN LENGTH WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- RAMPS WITH TURNING PLATFORMS SHALL HAVE LANDINGS 72" IN LENGTH WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- CURB RAMPS SHALL HAVE A MINIMUM 4' LANDING AS WIDE AS THE RAMP AND WITH LESS THAN 2% SLOPE IN ALL DIRECTIONS.
- ALL DRINKING FOUNTAINS SHALL BE ACCESSIBLE AND LOCATED OUT OF THE PATH OF TRAVEL.

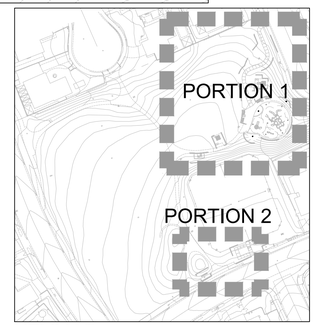
- SYMBOL REPRESENTS A 3' X 4' CLEAR SPACE FOR ADA COMPANION SEATING.



PORTION 1

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

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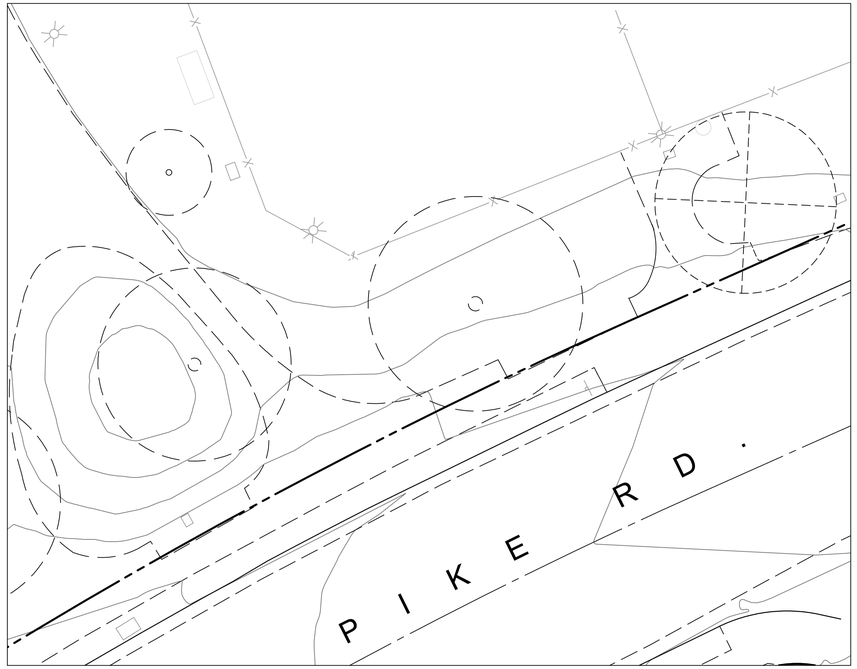
MACKENZIE PARK
25222 Mackenzie St.
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019M
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	1"=10'-0"

Sheet Title
ACCESSIBLITY PLAN

Sheet No
L-200



PORTION 2

TREE PROTECTION NOTES

1. ALL TREES TO HAVE CONSTRUCTION FENCE THAT MAXIMIZES THE TREE PROTECTION ZONE AND TO THE DRIPLINE AS INDICATED ON PLAN. SEE DETAIL 1, THIS SHEET.
2. ANY TRENCHING WITHIN THAT TREE PROTECTION ZONE WILL BE DONE BY HAND OR BY JACKING AND BORING.
3. NO GRADING OTHER THAN FINE GRADING TO BE DONE WITHIN THE TREE PROTECTION ZONE.
4. NO EQUIPMENT IS TO BE OPERATED OR PARKED UNDER A TREE, NOR ARE ANY MATERIALS TO BE STORED WITHIN THE TREE PROTECTION ZONE AND WITHIN THE DRIPLINE OF A TREE.
5. IRRIGATION MAINLINE SHALL NOT BE INSTALLED WITHIN THE TREE PROTECTION ZONE AND WITHIN THE DRIPLINE OF A TREE.
6. CHEMICAL HERBICIDES SHALL NOT BE USED WITHIN 10 FT. OF TREE'S DRIPLINE.
7. DO NOT NAIL OR STAPLE MATERIALS OR SIGNS TO TREES.
8. AVOID ANY PONDING BY DRAINING LOW POINTS
9. FERTILIZE & WATER TO MINIMIZE SHOCK AS DIRECTED BY CITY ENGINEER AND CITY ARBORIST.
10. PROVIDE BERM AS NEEDED, NO CLOSER THAN DRIP LINE.
11. DURING CONSTRUCTION, TREES SHALL BE MONITORED TO MITIGATE SHOCK SYMPTOMS IF THEY OCCUR. NOTIFY THE CITY ENGINEER AND CITY ARBORIST.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL TREES ON SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING TREES AND WASHING DUST OFF FOLIAGE AS NEEDED.
13. FOR CITY ARBORIST, CONTACT CITY ENGINEER.
14. CONTRACTOR TO COORDINATE WITH CITY ARBORIST TO OBTAIN DIRECTION FOR CARE AND PROTECTION OF ALL HERITAGE TREES DURING CONSTRUCTION. THIS MAY INCLUDE RESTRICTIONS OF MACHINERY SIZE, WEIGHT NEAR TREE ROOT SYSTEMS AND PROVIDING A TEMPORARY IRRIGATION SYSTEM.
15. CONTRACTOR IS TO ALSO ENSURE ALL EXISTING IRRIGATION SYSTEMS OUTSIDE LIMIT OF WORK ARE TO REMAIN OPERATION TO PROTECT ALL LANDSCAPE AND EXISTING TREES WITHIN AND OUTSIDE THE LIMIT OF WORK.

TREE DISPOSITION LEGEND

THE CONTRACTOR WILL BE RESPONSIBLE TO PROTECT THE IDENTIFIED TREES AND TO PROVIDE THE NECESSARY TREE CARE & MAINTENANCE, INCLUDING WATER, DURING CONSTRUCTION. ROOT PRUNING WILL NOT BE PERMITTED UNLESS APPROVED BY THE CITY AND THE ACTION IS TAKEN ONLY WHEN THE CITY REPRESENTATIVE IS PRESENT.

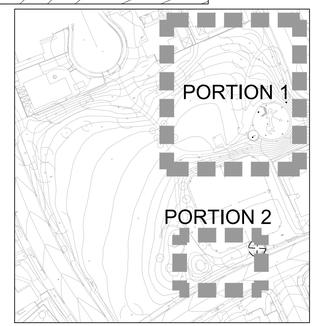
TREE TO BE REMOVED. REMOVE TREE ENTIRELY AND STUMP GRIND TO A DEPTH OF 24" BELOW FINISH GRADE OR TO A DEPTH THAT WILL NOT CONFLICT WITH THE NEW IMPROVEMENTS.



PORTION 1

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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Sheet Title
TREE PROTECTION PLAN

Sheet No
L-250

GENERAL NOTES

1. BASE INFORMATION INCLUDING THE LOCATION OF PROPERTY LINES, EASEMENTS, BUILDINGS, ROADS, AND CURBS HAVE BEEN TAKEN FROM THE CIVIL ENGINEER'S DRAWINGS. REFER TO CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION.
2. REFER TO THE CIVIL ENGINEER'S DRAWINGS AND DRY UTILITY DRAWINGS, IF APPLICABLE, INCLUDING STORM DRAIN, SEWER, WATER, ELECTRICAL.
3. VERIFY SITE INFORMATION, INCLUDING PROPERTY LINES, TOP AND BOTTOMS OF SLOPES, ROADWAY CURB, AND GUTTERS, UTILITIES, AND OTHER INFORMATION AFFECTING THE SCOPE OF WORK INCLUDED ON THESE DRAWINGS. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE LANDSCAPE ARCHITECT'S PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S FOR DIRECTION ON HOW TO PROCEED.
4. SITE VISITATION: CONTRACTOR SHALL VISIT THE SITE, EXAMINE EXISTING CONDITIONS FOR THE NEW CONSTRUCTION AND DETERMINE TO ITS SATISFACTION, THE METHODS AND PROCEDURES, REMOVAL AND STORAGE OF MATERIALS, SEQUENCING OF OPERATIONS AND CONDITIONS WHICH AFFECT ITS WORK AND PROBLEMS ATTENDANT HERETO. CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES PRIOR TO BIDDING. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY TO THE CONTRACTOR FOR ERRORS THROUGH NEGLIGENCE IN EXAMINING SITE CONDITIONS.
5. BEFORE INSTALLING ALL UNDERGROUND FEATURES (i.e. FENCE FOOTINGS, WALL FOOTINGS, AND SERVICE LINES) VERIFY ALL LOCATIONS OF EXISTING UTILITIES AND COORDINATE WITH CIVIL AND ELECTRICAL DRAWINGS.
6. ALL WALLS, PAVING, AND FENCES SHALL BE INSTALLED IN CONFORMANCE WITH STRUCTURAL ENGINEER'S APPROVED PLANS.
7. CONSTRUCTION SHALL COMPLY WITH THE DRAWINGS OR APPLICABLE BUILDING CODES AND ORDINANCES WHERE THE REQUIREMENTS ARE MORE SPECIFIC OR STRINGENT.
8. COORDINATE WALL, PAVING, MASONRY, WORK WITH ALL DISCIPLINES FOR SLEEVING, CONDUCTS, ANCHOR BOLTS, ETC.
9. ELECTRICAL JUNCTION BOXES FOR LIGHTS AND IRRIGATION VALVE BOXES SHALL BE IN PLANTING AREAS OR AS APPROVED BY OWNER AND LANDSCAPE ARCHITECT. STAKE LOCATIONS BEFORE INSTALLATION FOR OWNER'S AND LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLATION.
10. REFERENCES TO NORTH REFER TO TRUE NORTH. REFERENCES TO SCALE IS FOR FULL-SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
11. REFER TO GEOTECHNICAL SOILS REPORT LATEST EDITION FOR PAVING AND CONCRETE PAVER REINFORCEMENT, SUBBASE, AND SUBGRADE TREATMENT.
12. CONTRACTOR SHALL SURVEY PUBLIC RIGHT OF WAY AND PRIVATE LIMIT OF WORK PER THE CIVIL ENGINEER PLANS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL STAKE LIMIT AND LAYOUT OF LANDSCAPE PAVING LIMITS AND OBTAIN APPROVAL FROM OWNER AND LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.
13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT NEW WORK FROM VANDALISM UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE OWNER AND A NOTICE OF SUBSTANTIAL COMPLETION HAS BEEN FILLED.
14. EXCAVATION IN THE VICINITY OF UTILITIES AND EXISTING MATERIALS SHALL BE UNDERTAKEN WITH CARE. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR HIS WORK. ANY DAMAGE CAUSED BY ANY PERSON, VEHICLE, EQUIPMENT, OR TOOL RELATED TO THE EXECUTION OF THE CONTRACT SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
15. PRIOR TO INSTALLATION OF ANY CONSTRUCTION ITEM, FORMS WITH STEEL IN PLACE AND COMPACTED SUBGRADE COMPLETE, SHALL BE OBSERVED AND REVIEWED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
16. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
17. WHERE DIMENSIONS ARE CALLED AS "EQUAL", ALL REFERENCED ITEMS SHALL BE SPACED EQUALLY, MEASURED TO THEIR CENTERLINES.

PAVING NOTES

1. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY IN FIELD
2. ALL DIMENSIONS ARE FROM OUTSIDE FACE OF PAVING, CURBS, WALLS, ETC, UNLESS OTHERWISE NOTED ON PLANS.
3. ALL ANGLES TO BE 90 DEGREES AND ALL LINES OF PAVING AND FENCING TO BE PARALLEL UNLESS OTHERWISE NOTED. MAINTAIN HORIZONTAL ALIGNMENT OF ADJACENT ELEMENTS AS NOTED ON THE DRAWINGS.
4. ALL WALKS AND WALLS HAVE SMOOTH, CONTINUOUS CURVES AS INDICATED ON PLANS, UNLESS NOTED OTHERWISE.
5. ALL WALLS, PAVING, AND FENCES SHALL BE INSTALLED IN CONFORMANCE WITH STRUCTURAL ENGINEER'S APPROVED PLANS.
6. PROVIDE ISOLATION TAPE ON ALL STEEL POSTS EMBEDDED INTO CONCRETE.
7. PROVIDE APPROVED JOINTS AS SHOWN ON DRAWINGS. SUBMIT DRAWING INDICATING JOINT LOCATIONS AND DETAIL FOR APPROVAL BY OWNER AND LANDSCAPE ARCHITECT.
8. PROVIDE BUILDING FABRIC ISOLATION JOINT WITH SEALANT WHERE PAVING ABUTS CURBING, BUILDING AND COLUMNS, AND STRUCTURES. VERIFY COLOR OF SEALANT WITH OWNER AND LANDSCAPE ARCHITECT.
9. CONCRETE JOINTING AND FINISHING TO MEET ADA REQUIREMENTS FOR SLIP RESISTANCE AND JOINT WIDTH (3/16" MAX.) OR AS NOTED ON PLANS - 0.6 SLIP RESISTANCE CO-EFFICIENT.

PAVING SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/ MANUFACTURER/ SUPPLIER	COLOR	FINISH/TEXTURE	JOINT	NOTES
CONCRETE							
P-101	PEDESTRIAN CONCRETE PAVING	1/L-600, 2/L-600, 3/L-600, CIVIL DETAILS SHT. G-2	P.I.P. CONCRETE	NATURAL GRAY	MEDIUM BROOM. MATCH EXISTING PARK PAVING FINISH	TOOLED	APPLY PENETRATING SEALER
P-102	PLAYGROUND CONCRETE HEADER	4/L-600	P.I.P. CONCRETE	NATURAL GRAY	MEDIUM BROOM, MATCH EXISTING PARK PLAYGROUND BANDING FINISH	SAWCUT	APPLY PENETRATING SEALER
RUBBERIZED SURFACE							
P-601	PLAYGROUND RUBBERIZED SURFACING	5/L-600	ROBERTSON POURED IN PLACE RUBBER - VINCE BRANTLEY 714 904-8219 OR APPROVED EQUAL	STANDARD GREEN 45%, BLACK 15%, STANDARD BEIGE 15%, DARK GREEN 25%	ALIPHATIC BINDER PER SPECIFICATIONS. W/ THERMAL PLASTIC VULCANIZED WEAR COURSE	-	THICKNESS PER MANUFACTURER H.I.C. AND PLAY EQUIPMENT REQUIREMENTS. SEE SPECIFICATIONS

CURB SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/MANUFACTURER/SUPPLIER	COLOR	FINISH/TEXTURE	JOINT	NOTES
MISC. CURB							
C-201	RETAINING CURB AT DRINKING FOUNTAIN	3/L-610	P.I.P. CONCRETE	NATURAL GRAY	BROOM FINISH	-	-

STAIRS SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/MANUFACTURER/SUPPLIER	COLOR	FINISH/TEXTURE	JOINT	NOTES
CONCRETE							
ST-101	STAIRS AT TENNIS COURTS	6/L-600	P.I.P. CONCRETE	NATURAL GRAY	MEDIUM BROOM W/ CONTRASTING NOSE	TOOLED	SEE DETAIL FOR NOSING AND CONTRASITNG STRIP

WALL SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/MANUFACTURER/SUPPLIER	QTY.	COLOR	FINISH/TEXTURE	NOTES
CONCRETE							
W-101A	PARK SIGN - OPTION A	1/L-610	HIGH DENSITY URETHANE (HDU)	1	SEE DETAIL	SEE DETAIL	PROVIDE BID FOR BOTH OPTIONS SEPERATELY
W-101B	PARK SIGN - OPTION B	2/L-610	SEE DETAIL	1	SEE DETAIL	SEE DETAIL	PROVIDE BID FOR BOTH OPTIONS SEPERATELY

RAIL SCHEDULE

CODE	DESCRIPTION	DETAIL	MATERIAL/MANUFACTURER/SUPPLIER	MODEL NO.	COLOR	FINISH/TEXTURE	NOTES
HANDRAIL							
R-101	HANDRAIL AT TENNIS COURT STAIRS	1/L-620	GALVANIZED STEEL	-	PAINTED BRONZE	-	-

SITE FURNISHINGS SCHEDULE

CODE	DESCRIPTION	DETAIL	MANUFACTURER/SUPPLIER	MODEL NO.	QTY.	COLOR	FINISH/TEXTURE	NOTES
SITE FURNITURE								
S-101	PICNIC TABLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	Q-LBT72PT	1	LATTE	STRATA	-
S-102	ADA PICNIC TABLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	Q-LBT102PTADA	1	LATTE	STRATA	INSTALL FOR ADA END ON ACCESSIBLE PATH OF TRAVEL
S-103	BENCH		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	Q2-SLAB-60B	4	LATTE	STRATA	-
S-104	DRINKING FOUNTAIN	1/L-630	MDF OR APPROVED EQUAL	10145 SM	2	EMERALD GREEN	-	RECESSED HOSE BIB AND LOCK DOOR, BOWL SAND STRAINER, TEMPLATE 10 NS
S-105	TRASH RECEPTACLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	QR-GF2832W-A24	2	LATTE	STRATA	BLACK STEEL LID
S-106	RECYCLE RECEPTACLE		QCP CORP.: BRIAN GOTZ (714) 309-6564 OR APPROVED EQUAL	QR-GF2832W-A24 MOD W/ 1 RECYCLE LOGO INSET PAINTED BLUE/ PMS #289	2	LATTE	STRATA	BLACK LID WITH WHITE STENCILED RECYCLE LOGO

PLAYGROUND EQUIPMENT SCHEDULE

CODE	DESCRIPTION	DETAIL	MODEL	MATERIAL/MANUFACTURER/SUPPLIER	COLOR	FINISH/TEXTURE	NOTES
METAL PLAYGROUND							
PE-101	5-12 FARM STRUCTURE		#1194886-03-04	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-102	CORNSTALK CLIMBERS		#1194886-03-04	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-103	2-5 SILO STRUCTURE		#1194886-03-04	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-104	5-12 PLAYGROUND SIGN		#1194886-03-04	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124
PE-105	2-5 PLAYGROUND SIGN		#1194886-03-04	LSI OR APPROVED EQUAL	-	-	COAST RECREATION, ALLISON HEPBURN 949.991.0124

COORDINATION NOTES SCHEDULE

CODE	DESCRIPTION	REFERENCE
CO-101	EXISTING CONCRETE PAVING	PER CIVIL ENGINEER`S PLANS; PROTECT-IN-PLACE
CO-102	EXISTING PLAYGROUND PAVING BANDING	PER CIVIL ENGINEER`S PLANS; PROTECT-IN-PLACE
CO-103	EXISTING LIGHT POLE	PER CIVIL ENGINEER`S PLANS; PROTECT-IN-PLACE
CO-104	EXISTING SIDEWALK PAVING	PER CIVIL ENGINEER`S PLANS; PROTECT-IN-PLACE
CO-105	EXISTING TENNIS COURT PAVING AND FENCING	PER CIVIL ENGINEER`S PLANS; PROTECT-IN-PLACE
CO-106	EXISTING CONCRETE RETAINING CURB	PER CIVIL ENGINEER`S PLANS; PROTECT-IN-PLACE
CO-107	ADA DRINKING FOUNTAIN CLEAR ZONE	-
CO-108	ADA BENCH COMPANION SEATING AREA	-
CO-109	EXISTING TREE	PROTECT IN PLACE
CO-110	AREA DRAIN	PER CIVIL ENGINEER`S PLANS
CO-111	BELOW GRADE PLAYGROUND SURFACING DRAIN	PER CIVIL ENGINEER`S PLANS

ABBREVIATION LEGEND

BLDG.	BUILDING	L.O.W.	LIMIT OF WORK
℄	CENTER LINE	MAX.	MAXIMUM
CLR.	CLEAR	MIN.	MINIMUM
C.I.P.	CAST-IN-PLACE	N.T.S.	NOT TO SCALE
CO	COORDINATION	N.A.P.	NOT A PART
D.G.	DECOMPOSED GRANITE	O.C.	ON CENTER
DIA.	DIAMETER	O.C.E.W.	ON CENTER, EACH WAY
EJ	EXPANSION JOINT	O.D.	OUTSIDE DIAMETER
EQ.	EQUAL	PA	PLANTING AREA
EXIST	EXISTING	P.O.B.	POINT OF BEGINNING
GAL.	GALLON	P.O.C.	POINT-OF-CONNECTION
HT.	HEIGHT	QTY.	QUANTITY
ICV	IRRIGATION CONTROL VALVE	S.F.	SQUARE FEET
L.F.	LINEAR FEET	TYP.	TYPICAL
LT	LIGHT	U.O.N.	UNLESS OTHERWISE NOTED

PAVING SUBGRADE NOTES

1. ALL SUBGRADE TO BE COMPACTED TO A MINIMUM OF 90%.

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No	Date	Description
1		
2		
3		
4		
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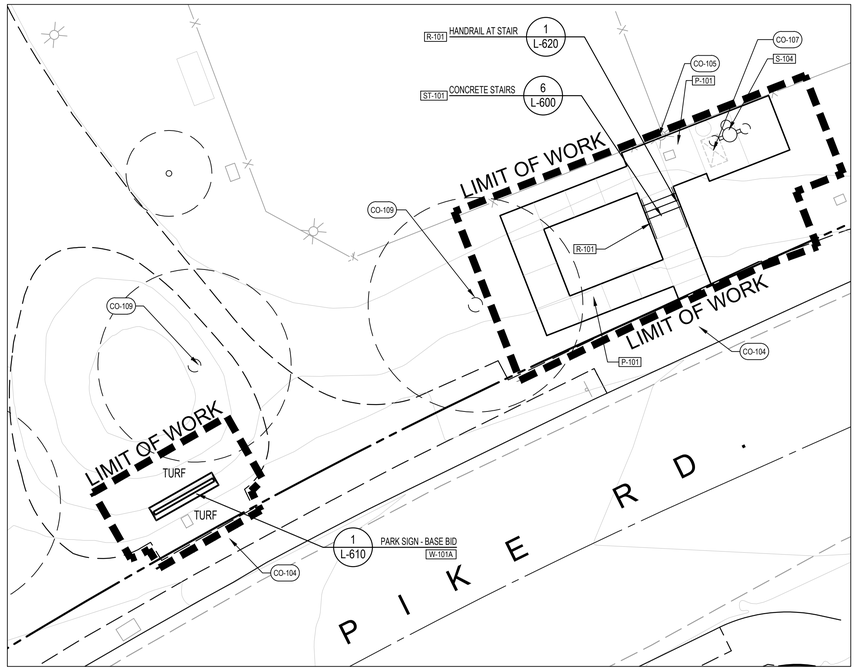
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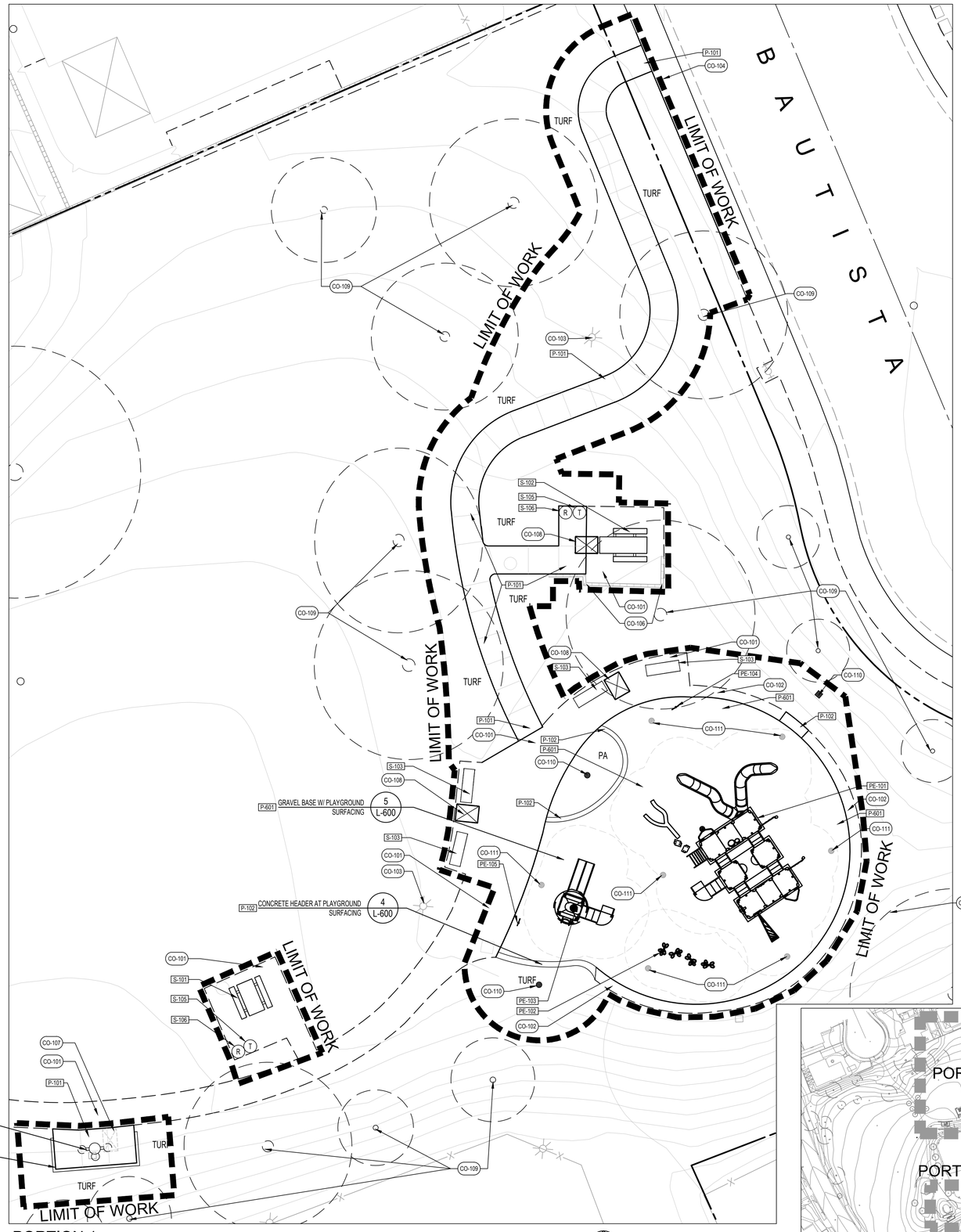
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Sheet Title
CONSTRUCTION MATERIALS SCHEDULE

Sheet No
L-300



PORTION 2

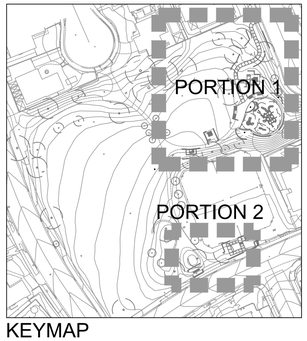


PORTION 1

SEE SHEET L-300 FOR COMPLETE CONSTRUCTION SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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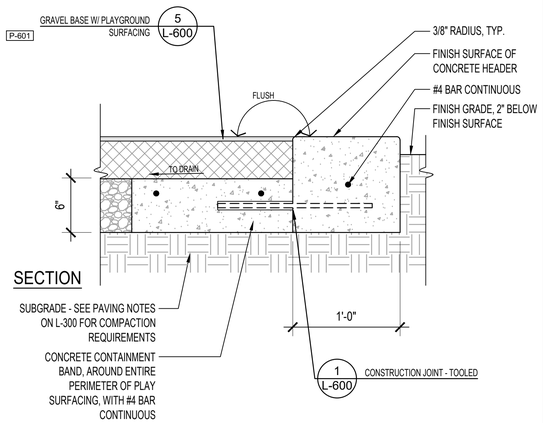
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Sheet Title
CONSTRUCTION PLAN

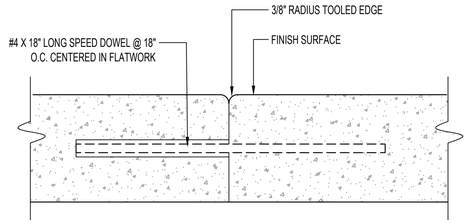
Sheet No
L-301



P-102

P-M-07

4 CONCRETE HEADER AT PLAYGROUND SURFACING — 1 1/2" = 1'-0"

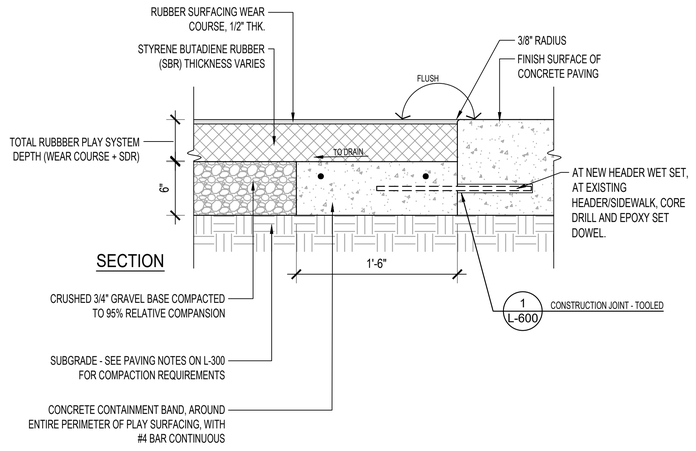


SECTION

NOTES:
1. PLACE JOINTS AT 10' MIN. TO 30' MAX. OR 300 SQ. FT. MAX.
2. CONTRACTOR TO PROVIDE A COMPLETE POUR SEQUENCE PLAN INDICATING ALL JOINT LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT.

P-M-02

1 CONSTRUCTION JOINT - TOOLED — 3" = 1'-0"

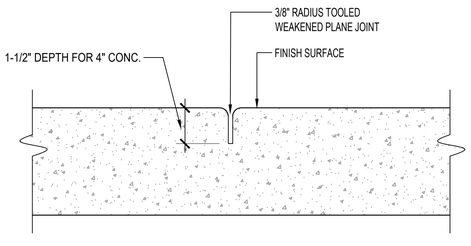


NOTES:
1. CONSTRUCT A WEAKENED PLANE JOINT 10FT. O.C. AND AN EXPANSION JOINT AT EVERY 30FT. O.C.
2. CONTRACTOR SHALL PROVIDE G-MAX AND TEST RESULTS FOR THE SURFACING MANUFACTURER USED ON THE PROJECT. SURFACING DEPTHS WITHIN THE PLAY EQUIPMENT FALL ZONES SHALL BE PER THE TEST RESULTS FOR THE CRITICAL FALL HEIGHTS OF THE EQUIPMENT BEING INSTALLED.
3. PAVING CONTRACTOR SHALL CONTRACT AND COORDINATE WITH RUBBER SURFACING INSTALLER PRIOR TO INSTALLATION OF CONCRETE SUB-BASE.
4. THE "SBR" DEPTH MAY VARY THROUGHOUT THE PLAYGROUND AND WILL BE BASED UPON THE CRITICAL FALL HEIGHT OF EACH PLAY PIECE. THE CRITICAL FALL HEIGHT SHALL BE CONFIRMED WITH THE MANUFACTURER PRIOR TO THE PLAY SURFACE INSTALLATION.

P-601

P-M-06

5 GRAVEL BASE W/ PLAYGROUND SURFACING — 1 1/2" = 1'-0"

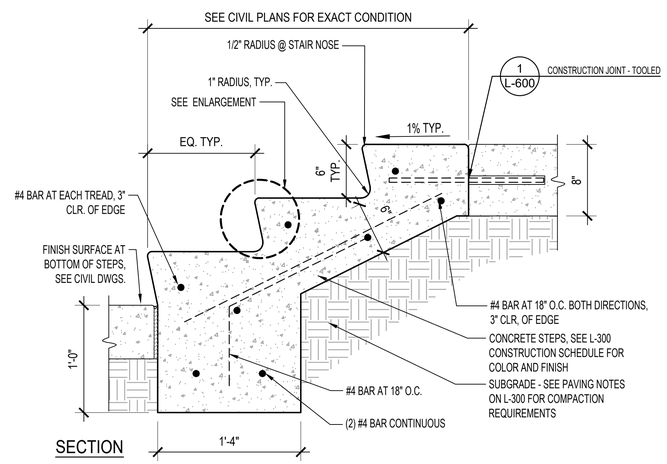


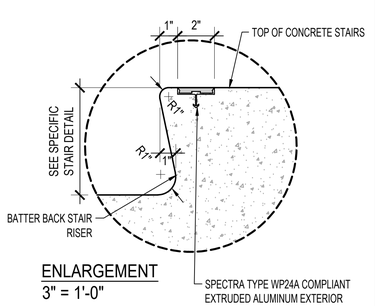
SECTION

NOTES:
1. PLACE JOINTS AT 10' MAX. OR 100 SQ. FT. MAX.
2. CONTRACTOR TO PROVIDE A COMPLETE POUR SEQUENCE PLAN INDICATING ALL JOINT LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT.

P-M-03

2 CONTRACTION JOINT - TOOLED — 3" = 1'-0"

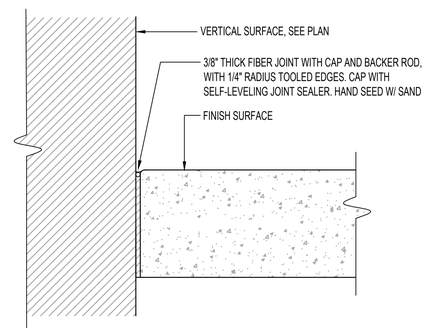




ST-101

P-M-08

6 CONCRETE STAIRS — 1 1/2" = 1'-0"



SECTION

NOTES:
1. PLACE JOINTS AT ALL VERTICAL SURFACES. I.E. WALLS, CURBS, BUILDINGS, ECT.
2. CONTRACTOR TO PROVIDE A COMPLETE POUR SEQUENCE PLAN INDICATING ALL JOINT LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT.

P-M-05

3 ISOLATION JOINT @ VERTICAL SURFACE — 3" = 1'-0"

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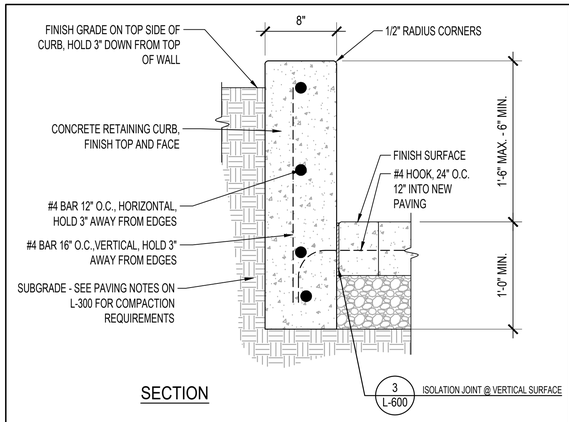
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Sheet Title
CONSTRUCTION DETAILS - FLATWORK

Sheet No
L-600

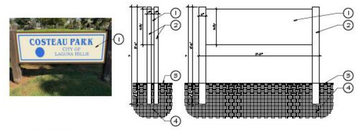


SECTION

NOTE:
1. SEE CIVIL PLANS FOR TOP OF CURB, FINISH SURFACE AND FINISH GRADE INFORMATION.
2. CURB TO BE RAKED DOWN AS POSSIBLE, FOLLOW THE FINISH GRADE. CONTRACTOR TO PROVIDE SHOP DRAWING FOR TOP OF WALL FORMING

C-201 P-M-10

3 RETAINING CURB AT DRINKING FOUNTAIN 1 1/2" = 1'-0"

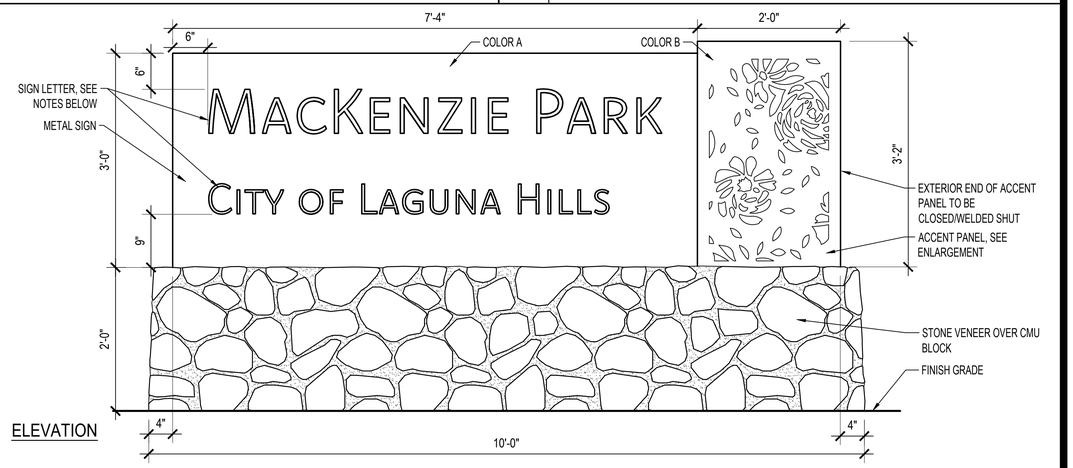


LEGEND:
1. 30"h HIGH x 104" WIDE x 2" THICK SINGLE SIDED HDU SAND-BLASTED SIGN AVAILABLE FROM AMERICAN SIGNS, 714/545-2484. SIGN TO HAVE RAISED BORDER WITH RECESSED BACKGROUND TO BE SAND-BLASTED FINISH. INNER BORDER TO BE LEVEL WITH THE RECESSED & PAINTED BLUE TO MATCH RAISED TEXT. OUTSIDE RAISED BORDER TO BE PAINTED DARK BROWN. CIRCLE TO RECEIVE CITY LOGO TO BE LEVEL WITH THE RECESSED BACKGROUND WITH SMOOTH FINISH. PARK NAME TO READ "COASTEAU PARK."
2. FOUR (4) 4"x6" HDU POSTS TO BE 84" TALL, INSTALLED 18" BELOW FINISHED GRADE.
3. FINISHED GRADE.
4. 95% COMPACTED MOISTURE-CONDITIONED SUBGRADE.

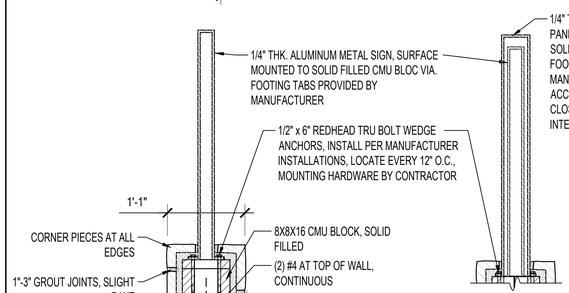
NOTE:
CITY TO PROVIDE FURTHER DETAIL ON SIGN REQUIREMENTS.

W-101A P-M-34

1 PARK SIGN - BASE BID N.T.S.



ELEVATION



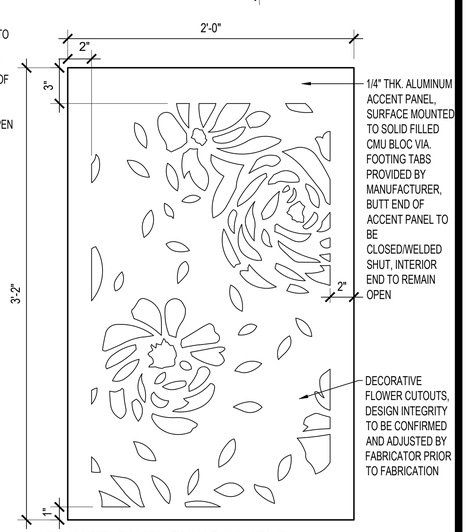
SECTION

SECTION @ FLOWER PANEL

LETTER NOTES:
1. FONT USED IS "KOMET EXTRALIGHT"
2. PARK NAME SIZING, UPPER CASE 7-3/8", LOWER CASE 5-15/16"
3. CITY NAME, UPPER CASE 5", LOWER CASE 4"
4. COLOR, BLACK

STONE NOTES:
1. CREATIVE MINES, CRAFT FOOTHILL RUBBLE, COLOR TOASTED
2. USE CORNERS PIECES AT ALL EDGES (VERTICAL AND HORIZONTAL)
3. OBP BLENDED GROUT, TYPE S, COLOR TAN

METAL SIGN:
1. ALUMINUM MATERIAL, GREENTHEORY OR APPROVED EQUAL
2. COLOR A - SHERWIN WILLIAMS - SW0045 ANTIQUARIAN BROWN
3. COLOR B -SHERWIN WILLIAMS - SW0065 VOGUE GREEN
4. METAL VENDOR TO PROVIDE SHOP DRAWING SHOWING ALL CONNECTIONS, ALL CONNECTION HARDWARE TO BE PROVIDED BY VENDOR,WITH MATCHING PAINT COLOR FOR FIELD PAINTING



FLOWER PANEL ENLARGEMENT ELEVATION
2"=1'-0"

W-101B P-M-11

2 PARK SIGN - ADDITIVE BID 1" = 1'-0"

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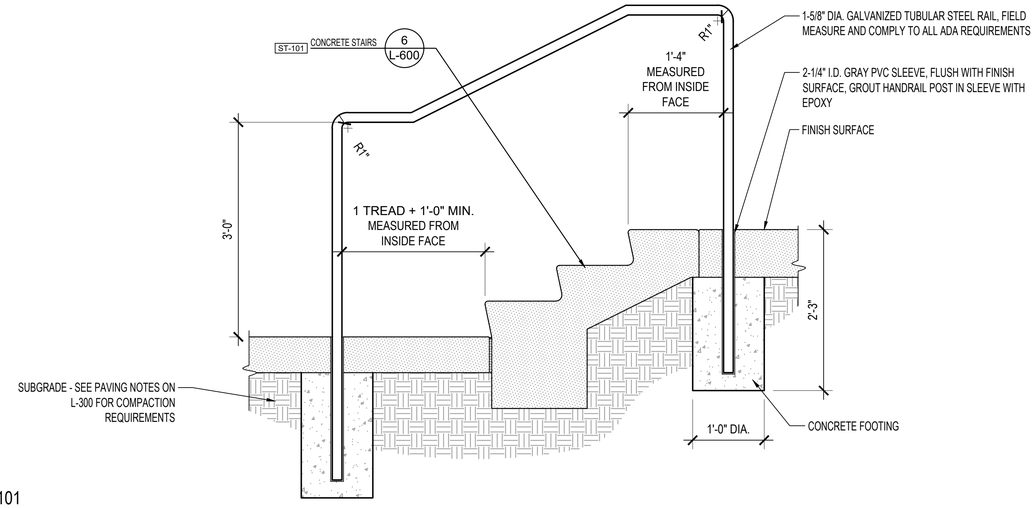
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Sheet Title
CONSTRUCTION DETAILS - WALLS

Sheet No
L-610



R-101

P-M-09

1 HANDRAIL AT STAIR

1" = 1'-0"

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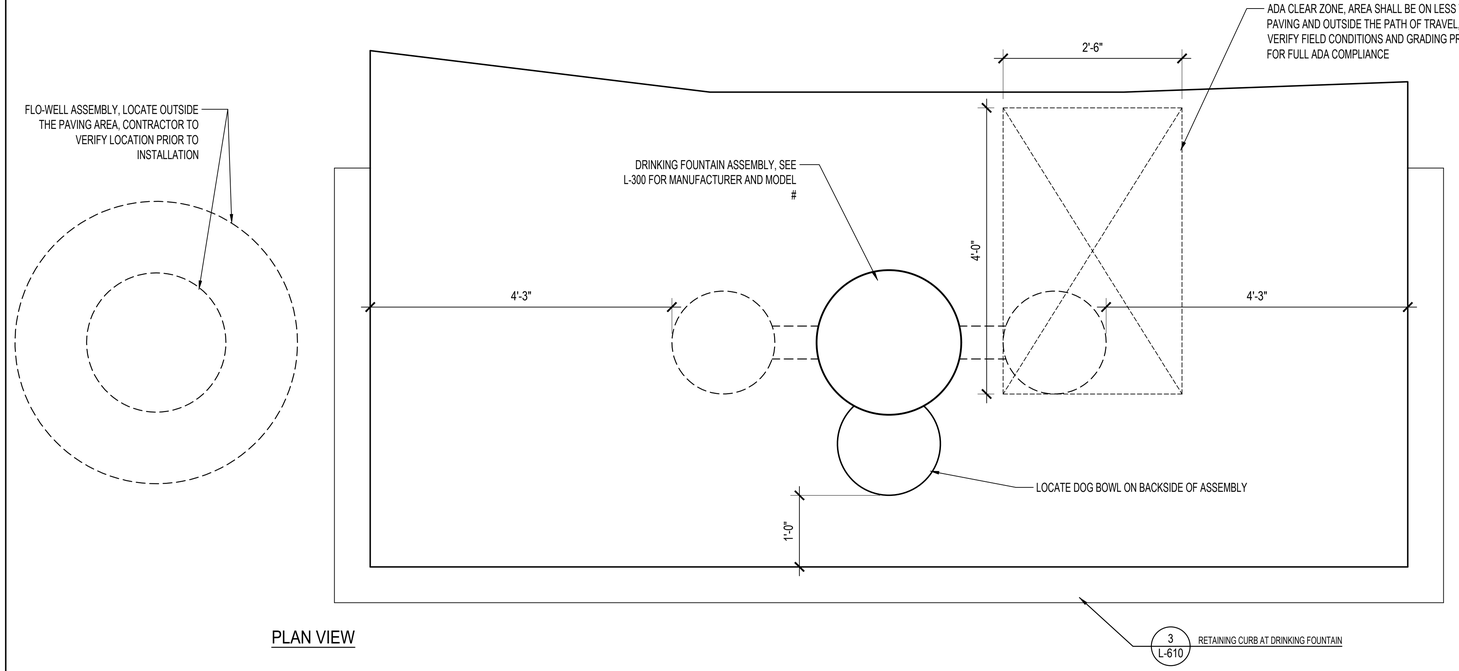
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Sheet Title
CONSTRUCTION DETAILS - METALWORK

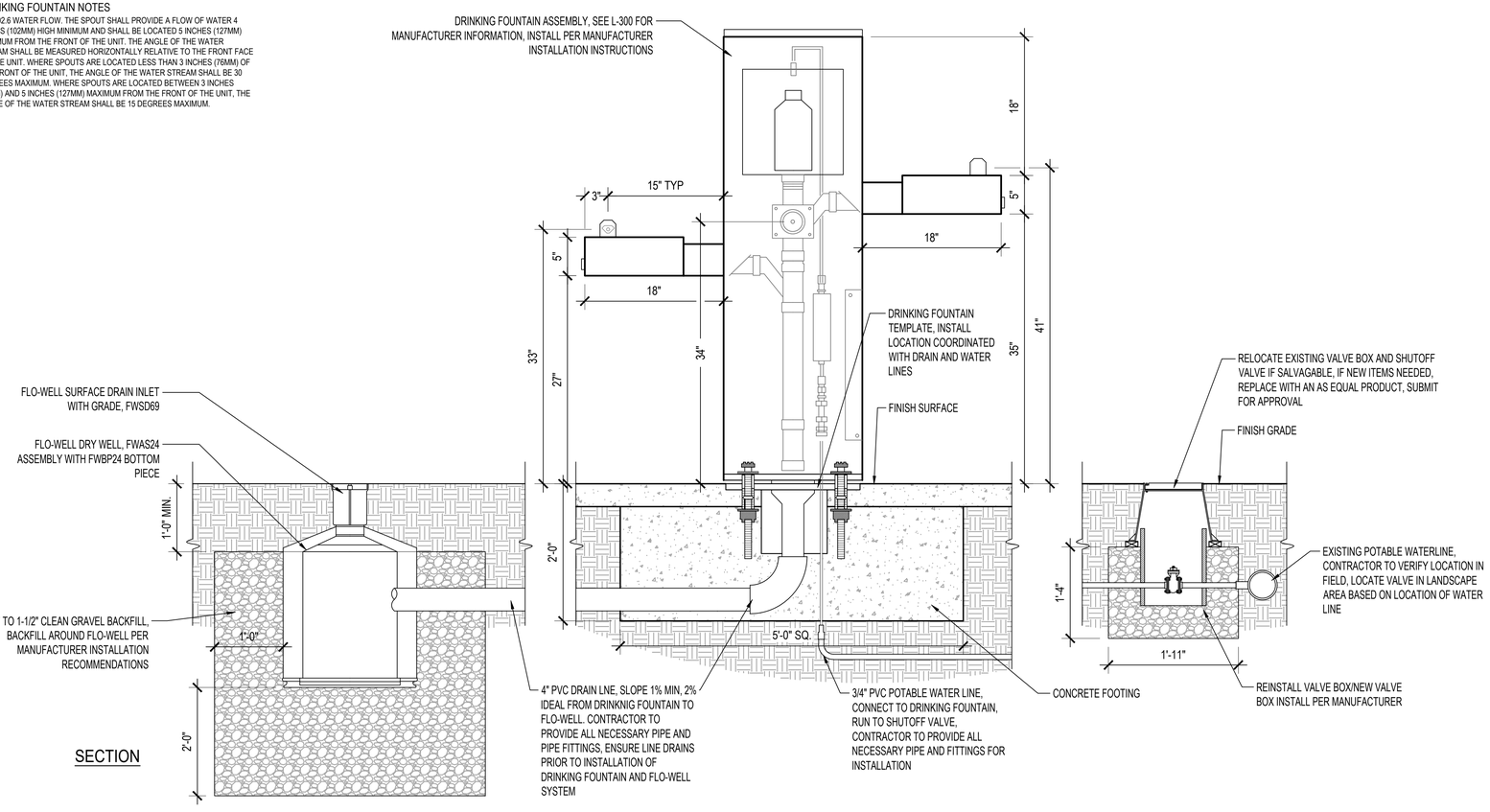
Sheet No
L-620



PLAN VIEW

DRINKING FOUNTAIN NOTES

11B-602.6 WATER FLOW. THE SPOUT SHALL PROVIDE A FLOW OF WATER 4 INCHES (102MM) HIGH MINIMUM AND SHALL BE LOCATED 5 INCHES (127MM) MAXIMUM FROM THE FRONT OF THE UNIT. THE ANGLE OF THE WATER STREAM SHALL BE MEASURED HORIZONTALLY RELATIVE TO THE FRONT FACE OF THE UNIT. WHERE SPOUTS ARE LOCATED LESS THAN 3 INCHES (76MM) OF THE FRONT OF THE UNIT, THE ANGLE OF THE WATER STREAM SHALL BE 30 DEGREES MAXIMUM. WHERE SPOUTS ARE LOCATED BETWEEN 3 INCHES (76MM) AND 5 INCHES (127MM) MAXIMUM FROM THE FRONT OF THE UNIT, THE ANGLE OF THE WATER STREAM SHALL BE 15 DEGREES MAXIMUM.



SECTION

S-104

P-M-12

1 DRINKING FOUNTAIN

1" = 1'-0"

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Sheet Title
CONSTRUCTION DETAILS - MISC.

Sheet No
L-630

SPRAY SPRINKLER LEGEND

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	NOZZLE	NOZZLE COLOR	RADIUS	G.P.M.	P.S.I.	PATTERN	PRECIP RATE
Φ_F	RAIN BIRD*	1806-SAM-PRS-45	6" POP-UP SPRINKLER	R-VAN14-360	LT. BLUE	8' - 14'	1.27	45	360°	0.7
Φ	RAIN BIRD*	1806-SAM-PRS-45	6" POP-UP SPRINKLER	R-VAN14-180	LT. BLUE	8' - 14'	0.63	45	180° - 270°	0.7
Φ_Q	RAIN BIRD*	1806-SAM-PRS-45	6" POP-UP SPRINKLER	R-VAN14-90	LT. BLUE	8' - 14'	0.32	45	90° - 180°	0.7

NOTES:
* WHEN RADIUS OF SPRINKLER HEADS, REQUIRED FOR PROPER COVERAGE, IS LESS THAN RADIUS SHOWN ON LEGEND, EQUIP SPRINKLER HEAD WITH PRESSURE COMPENSATING SCREEN FOR FLOW AND RADIUS CONTROL.

1. SPRINKLER RADIUS ABBREVIATIONS
   F= FULL CIRCLE Q= QUARTER V= VARIABLE
2. INSTALL SPRAY SPRINKLERS PER POP-UP SPRINKLER HEAD DETAIL 8, SHEET L-751.
3. DRAINAGE OF IRRIGATION WATER THROUGH SPRINKLER HEADS WILL NOT BE ALLOWED. SOME SPRINKLER HEADS WILL REQUIRE THE INSTALLATION OF THE SEAL-A-MATIC™ (SAM) CHECK VALVE IN THE SPRINKLER BODY TO PREVENT SPRINKLER HEAD DRAINAGE. DURING THE COURSE OF CONSTRUCTION, INCLUDE THE SAM CHECK VALVE AS REQUIRED TO PREVENT DRAINAGE FROM ANY SPRINKLER HEAD SHOWING SIGNS OF DRAINAGE AFTER THE SYSTEM HAS OPERATED FROM AN ON TO OFF POSITION. PROVIDE THE SAM SERIES SPRINKLERS WHERE DRAINAGE OCCURS AT NO ADDITIONAL COST TO OWNER.
4. REMOVE CONVENTIONAL SCREEN AND REPLACE WITH PRESSURE REDUCTION SCREEN WHERE REQUIRED TO PREVENT OVER-SPRAY ONTO HARDSCAPE.
5. WHERE VERTICAL OBSTRUCTIONS (BOLLARDS, STREET LIGHTS, TREES, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE SPRINKLER HEADS SO AS TO PREVENT PROPER COVERAGE, FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING QUARTER CIRCLE OR HALF CIRCLE SPRINKLER HEAD ON EACH SIDE OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

EQUIPMENT LOCATION NOTES

1. INSTALL ALL IRRIGATION EQUIPMENT, PRESSURE MAIN LINE PIPING, CONTROLLER WIRING, CONTROL VALVES, ETC. WITHIN PLANTING AREA. ANY IRRIGATION EQUIPMENT INDICATED OUTSIDE OF PLANTING AREA IS SHOWN FOR DRAWING CLARITY AND DESIGN INTENT ONLY.
2. INSTALL IRRIGATION MAIN LINE PIPING IN PLANTING AREA 2-FEET MINIMUM BACK OF HARDSCAPE.
3. PIPING AS SHOWN ON DRAWINGS IS SCHEMATIC AND INDICATES THE INTENT OF IRRIGATION DELIVERY METHODS.
4. IRRIGATION CONTROLLER AND OTHER IRRIGATION EQUIPMENT LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE. CONTRACTOR SHALL STAKE OUT ALL IRRIGATION EQUIPMENT LOCATIONS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
5. ELECTRIC CONTROL VALVES, QUICK COUPLING VALVES, AND ISOLATION VALVES, ETC. LOCATIONS INDICATED ON THE DRAWINGS ARE SHOWN AS APPROXIMATE. CONTRACTOR SHALL STAKE OUT EACH VALVE ASSEMBLY FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. FINAL LOCATIONS AND EXACT POSITIONING OF IRRIGATION EQUIPMENT ON THE DRAWINGS SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT. MINOR MODIFICATIONS OF IRRIGATION EQUIPMENT AS REQUESTED BY OWNER OR LANDSCAPE ARCHITECT SHALL BE PROVIDED BY CONTRACTOR AT NO ADDITIONAL COST. FAILURE TO OBTAIN OWNER/ LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION SHALL CAUSE CONTRACTOR TO MAKE OWNER/ LANDSCAPE ARCHITECT DIRECTED CHANGES AT NO ADDITIONAL COST.
7. ELECTRIC CONTROL VALVES, QUICK COUPLING VALVES, AND ISOLATION VALVES, ETC. SHALL NOT BE INSTALLED IN TURF. INSTALL IN NEAREST NON-TURF PLANTING AREA.
8. CONTRACTOR SHALL ROUTE PIPING WITH 2-FOOT CLEARANCE AROUND FINAL TREE LOCATIONS.
9. WHERE VERTICAL OBSTRUCTIONS (BOLLARDS, STREET LIGHTS, TREES, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE SPRINKLER HEADS SO AS TO PREVENT PROPER COVERAGE, FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING QUARTER CIRCLE OR HALF CIRCLE SPRINKLER HEAD ON EACH SIDE OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

IRRIGATION LATERAL PIPE SIZES

IRRIGATION NON PRESSURE LATERAL LINE PIPE

PIPE SIZE	¾"	1"	1-¼"	1-½"	2"	3"
FLOW (GPM)	0 - 8	8 - 12	13 - 22	23 - 30	31 - 50	51 - 150

NOTES:

1. FOR DRAWING CLARITY ALL IRRIGATION LATERAL LINES ARE NOT SIZED, BUT SHALL BE INSTALLED AND INCLUDED AS PART OF THE CONTRACTOR'S BID. ADDITIONALLY, DUE TO THE SCALE OF THE DRAWINGS AND FOR DRAWING CLARITY ALL PIPE SIZES ARE NOT SHOWN.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE ITSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, FOOTINGS, ETC. AND COORDINATE ITS WORK WITH OTHER TRADES FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER FOOTINGS, UNDER ROADWAYS, UNDER PAVING STRUCTURES, ETC.

IRRIGATION SLEEVE SIZES

IRRIGATION PIPE

PIPE SIZE	¾"	1"	1-¼"	1-½"	2"	2-½"	3"
SLEEVE SIZE	4"	4"	4"	4"	4"	6"	6"

CONTROL WIRE CONDUIT

WIRE CONDUIT SIZE	2" MIN.	2-½"	3"	4"
NUMBER OF CONTROL AND COMMON WIRES IN CONDUIT	0-16	17-24	25-40	41-48

NOTES:

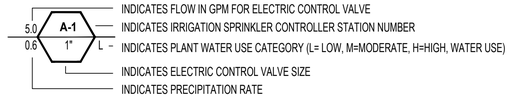
1. PIPE SLEEVES AND CONTROL WIRE CONDUITS ARE REQUIRED FOR ALL IRRIGATION PIPING AND CONTROL WIRES INSTALLED UNDER PAVING. REFER TO IRRIGATION SLEEVE SIZES CHART FOR IRRIGATION SLEEVE SIZE AND TO CONTROL WIRE SIZING CHART FOR CONTROL WIRE SLEEVE SIZE - TYP.
2. FOR DRAWING CLARITY ALL IRRIGATION SLEEVES ARE NOT SIZED, BUT SHALL BE INSTALLED AND INCLUDED AS PART OF THE CONTRACTOR'S BID. ADDITIONALLY, DUE TO THE SCALE OF THE DRAWINGS AND FOR DRAWING CLARITY ALL SLEEVES AND CONDUITS ARE NOT SHOWN. THEREFORE, IN ADDITION TO THE PIPE SLEEVE AND CONTROL WIRE CONDUITS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION PIPE SLEEVES AND CONTROL WIRE CONDUITS SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE ITSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, FOOTINGS, ETC. AND COORDINATE ITS WORK WITH OTHER TRADES FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER FOOTINGS, UNDER ROADWAYS, UNDER PAVING STRUCTURES, ETC.

EQUIPMENT LEGEND - RECYCLED WATER

SYMBOL	MANUFACTURER	MODEL NO.	DETAIL REFERENCE	DESCRIPTION
A	-	EXISTING	-	EXISTING CONTROLLER - CONTRACTOR TO LOCATE EXISTING CONTROLLER AS SHOWN ON PLANS, VERIFY AVAILABLE STATION ASSIGNMENTS AND CONTROL WIRES AT STUB OUT LOCATION FOR FUTURE IRRIGATION IMPROVEMENTS - CONTRACTOR TO PROGRAM CONTROLLER TO ACCOMMODATE ADDITIONAL VALVES REQUIRED FOR NEW IRRIGATION SYSTEM IMPROVEMENTS AND CONNECT TO EXISTING CONTROLLER A USING "ADD-A-ZONE" - SEE "IRRIGATION CONSTRUCTION NOTES" ON SHEET L-701 FOR ADDITIONAL INFORMATION
●	RAIN BIRD*	100-PESB-R-PRS-D ** 150-PESB-R-PRS-D **	1, 3 / L-750	ELECTRIC CONTROL VALVE WITH PRESSURE REGULATING VALVE - SIZE NOTED IN INCHES
●	EXISTING	EXISTING	-	EXISTING ELECTRIC CONTROL VALVE, PROTECT IN PLACE
⋈	HAMMIOND *	UP8303	2, 3 / L-750	BALL VALVE - TWO PIECE LOW LEAD BRONZE - TRUE UNION THREAD - LINE SIZE
NONE SHOWN	3M CONNECTOR	DBR/Y-6	4, 5 / L-750	DIRECT BURY SPLICE (I.L. APPROVED) WATERPROOF WIRE CONNECTORS FOR USE ON ALL WIRE SPICES AND CONNECTIONS
	EXISTING PRESSURE MAIN LINE PIPING		-	EXISTING LOCATION IS APPROXIMATE - LOCATE AND INTERCEPT EXISTING MAIN LINE PIPING WHERE SHOWN ON PLANS CONNECT TO NEW IRRIGATION IMPROVEMENTS
	PRESSURE MAIN LINE PIPING		8, 9 / L-750	CLASS 315 PVC - 2-INCH SIZE PIPING AND LARGER AND SCHEDULE 40 PVC FOR 1-1/2-INCH SIZE PIPING AND SMALLER AS SHOWN ON PLANS (NOTED IN INCHES) - PURPLE COLOR PIPE FOR RECYCLED WATER USE
INDICATES CONNECTION TO ASSIGNED DRIP LINES, TYP.	NON-PRESSURE LATERAL LINE PIPING		8, 9 / L-750	SCHEDULE 40 PVC - 3/4-INCH MINIMUM SIZE PIPING AND OTHER SIZES (NOTED IN INCHES) AS SHOWN ON PLANS AND IRRIGATION LATERAL PIPE SIZES CHART, SHEET L-700A - PURPLE COLOR PIPE FOR RECYCLED WATER USE
	CONTROL WIRE SLEEVE UNDER PAVED AREA		9 / L-750	SCHEDULE 40 PVC - 2-INCH MINIMUM (2-INCH ABBREVIATED ON DRAWING AS "2SL") - SIZE SLEEVING (NOTED IN INCHES) AS SHOWN ON DRAWINGS AND IRRIGATION SLEEVE SIZES CHART, SHEET L-700A
	PIPING SLEEVE UNDER PAVED AREA		9 / L-750	SCHEDULE 40 PVC - 4-INCH MINIMUM SIZE (4-INCH ABBREVIATED ON DRAWING AS "4SL") - SIZE SLEEVING (NOTED IN INCHES) AS SHOWN ON DRAWINGS AND IRRIGATION SLEEVE SIZES CHART, SHEET L-700A

NOTES:
* PROVIDE LANDSCAPE FABRIC MODEL NUMBER 140N, AS MANUFACTURED BY MIRAFI, OR APPROVED EQUAL - TYPICAL FOR ALL ROUND AND RECTANGULAR VALVE BOX INSTALLATIONS.
** THE IRRIGATION CONTRACTOR SHALL ADJUST EACH PRESSURE REGULATING MODULE AT EACH ELECTRIC CONTROL VALVE SO THAT THE SPRINKLER HEAD FURTHEST AND HIGHEST IN ELEVATION FROM ITS RESPECTIVE CONTROL VALVE OPERATES WITHIN THE OPERATING PRESSURE SHOWN ON THE IRRIGATION LEGEND - NOT TO EXCEED FIVE (5) PSI ABOVE THE GIVEN OPERATING PRESSURE.

VALVE CALLOUT LEGEND



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ERIC J. STERLING # 5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

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Revisions

No	Date	Description

MACKENZIE PARK
25222 MacKenzie St.
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019M
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	NONE

Sheet Title
IRRIGATION LEGEND AND NOTES

Sheet No
L-700A

IRRIGATION WATER USE CALCULATIONS - RECYCLED WATER

Model Water Efficient Landscape Ordinance (MWELO) Worksheet

MacKensie Park - Laguna Hills, CA

Point-of-Connections: System 'A'

Maximum Applied Water Allowance (MAWA)

Total MAWA = (ETo)(0.62)[(ETAF)(LA)+(1-ETAF)(SLA)= Gallons per Year for LA+SLA

Where:
MAWA = Maximum Applied Water Allowance (gallons per year)
EAWU = Estimated Applied Water Use (gallons per year)
ETo = Reference Evapotranspiration (43.2 inches per year)
0.45 = ET Adjustment Factor (ETAF)
1.00 = ET Adjustment Factor (ETAF) for Special Landscape Area
LA = Landscape Area (square feet)
0.62 = Conversion factor (to gallons per square foot)
SLA = Special Landscape Area (square feet)
Billing Unit = 1 Hundred Cubic feet (HCF) or 748 gallons

Maximum Applied Water Allowance (MAWA):

	ETo		ETAF		LA or SLA (SF)		Conversion	MAWA (Gallons Per Year)
MAWA for LA =	43.2	x	0.45	x	152	x	0.62	1,832
MAWA for SLA =	43.2	x	1.00	x	3,641	x	0.62	97,521
Total Landscape Area (SF) =					3,793		Total MAWA =	99,353 gallons per year
							=	133 Billing units

Estimated Applied Water Use (EAWU):

PF = Plant Factor (range = 0.0 to 1.0)
LA = Landscape Area (square feet)
0.62 = Conversion factor (to gallons per square foot)
IE = Irrigation Efficiency = IME x DU
Kd = Density Factor (range = 0.5 to 1.3) (See WUCOLS for density ranges)
Kmc = Microclimate Factor (range = 0.5 to 1.4) (See WUCOLS for density ranges)

EAWU = [(ETo)(0.62)][(PF/IE x LA/IE) + SLA] = Gallons per Year

	ETo		PF		LA		Conversion		IE		ETWU (Gallons Per Year)
Special Landscape Area	43.2	x	1.0	x	3,641	x	0.62	÷	1.00	=	97,521
Cool Season Turf (spray)	43.2	x	0.8	x	0	x	0.62	÷	0.75	=	0
Moderate Using Shrub (drip)	43.2	x	0.5	x	0	x	0.62	÷	0.81	=	0
Low Using Shrub (drip)	43.2	x	0.3	x	120	x	0.62	÷	0.81	=	1,190
Moderate Using Trees (2 ea.)	43.2	x	0.3	x	32	x	0.62	÷	0.75	=	343
Water Feature/ Pool	43.2	x	0.8	x	0	x	0.62	÷	0.75	=	0
					3,793 SF			Total EAWU =			99,054 gallons per year
								=			132 Billing units

The EAWU (99,054 gallons per year) is less than the MAWA (99,353 gallons per year).
The project's Landscape Estimate of Applied Water Use complies with the City's Water Efficient Landscape Ordinance.

IRRIGATION GENERAL NOTES - RECYCLED WATER

1. THIS IRRIGATION SYSTEM IS DESIGNED FOR USE WITH RECYCLED WATER.
2. INSTALL POP-UP SPRINKLER HEADS POSITIONED WITHIN SHRUB OR GROUND COVER AREAS WITH THE TOP OF SPRINKLER ABOVE FINISH GRADE AS SHOWN IN THE DETAILS.
3. SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE OF AREA TO BE IRRIGATED UNLESS INDICATED OTHERWISE ON DRAWINGS.
4. WHEN VERTICAL OBSTRUCTIONS (SITE HARDSCAPE ELEMENTS, FIRE HYDRANTS, TREES, LIGHT POLES, ETC.) INTERFERE WITH THE SPRINKLER HEAD PATTERN OF COVERAGE, ADJUST SPRINKLER SYSTEM LAYOUT BY INSTALLING A QUARTER CIRCLE, HALF CIRCLE OR ADJUSTABLE CIRCLE SPRINKLER HEAD ON EACH SIDE OF OBSTRUCTION IN ORDER TO PROVIDE PROPER COVERAGE. PERFORM SPRINKLER LAYOUT ADJUSTMENT AT NO COST TO THE OWNER.
5. SPRINKLER SYSTEM IS BASED ON MINIMUM PRESSURE AND MAXIMUM FLOW DEMAND SHOWN ON IRRIGATION DRAWINGS. REFER TO POINT-OF-CONNECTION NOTES. VERIFY PERMANENT WATER PRESSURE BEFORE THE START OF CONSTRUCTION. REPORT DIFFERENCES BETWEEN WATER PRESSURE INDICATED ON DRAWINGS AND ACTUAL SITE PRESSURE READING AT IRRIGATION POINT-OF-CONNECTION TO OWNER'S AUTHORIZED REPRESENTATIVE FOR RESOLUTION. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED PRIOR TO START OF CONSTRUCTION, ASSUME FULL RESPONSIBILITY FOR REVISIONS.
6. THIS IRRIGATION DESIGN IS SCHEMATIC. PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY. INSTALL PIPING AND IRRIGATION FACILITIES WITHIN PLANTING AREAS WHERE POSSIBLE. AVOID CONFLICTS BETWEEN SPRINKLER SYSTEM, LANDSCAPE PLANTING, SITE IMPROVEMENTS, AND ARCHITECTURAL FEATURES.
7. FLUSH AND ADJUST SPRINKLER HEADS FOR OPTIMUM PERFORMANCE. PREVENT OVER-SPRAY ONTO WALKS, ROADWAYS, WALLS, FENCES AND BUILDINGS. SELECT THE MOST APPROPRIATE PART CIRCLE PATTERN NOZZLE TO FIT THE SITE CONDITIONS AND THROTTLE THE FLOW CONTROL ADJUSTMENT AT EACH CONTROL VALVE TO OBTAIN OPTIMUM SPRINKLER HEAD PRESSURE.
8. DO NOT WILLFULLY INSTALL SPRINKLER SYSTEM AS INDICATED ON DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT EXISTING OBSTRUCTIONS, GRADE DIFFERENCES IN AREA DIMENSIONS, AND OTHER SITE SPECIFIC INFORMATION THAT MIGHT NOT HAVE BEEN CONSIDERED DURING DESIGN. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE OF SUCH OBSTRUCTIONS OR DIFFERENCES FOR RESOLUTION. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED,THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR REVISIONS.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH GRADE DIFFERENCES, WALL/HARDSCAPE LOCATIONS, ETC. COORDINATE WORK FOR THE INSTALLATION OF IRRIGATION PIPE SLEEVES THROUGH WALLS, UNDER PAVEMENT AND STRUCTURES, ETC.
10. CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF SUFFICIENTLY SIZED SLEEVES FOR CONTROL WIRES AND NON-PRESSURE LATERAL LINE PIPING UNDER PAVED AREAS, IN ADDITION TO CONTROL WIRES AND LATERAL LINE PIPING SLEEVES SHOWN ON THE DRAWINGS.
11. INSTALL PIPING, RELATED MATERIALS AND EQUIPMENT AS SHOWN ON THE DRAWINGS. USE TEFLON TAPE ON PVC MALE PIPE THREADS, INCLUDING SPRINKLER SWING JOINT AND VALVE ASSEMBLIES. DO NOT USE PIPE DOPE.
12. TEST ALL PRESSURE MAIN LINES UNDER HYDROSTATIC PRESSURE OF 150 PSI FOR A PERIOD OF 3 HOURS. TESTING OF PRESSURE MAIN LINE PIPING SHALL OCCUR PRIOR TO THE INSTALLATION OF ANY ELECTRIC CONTROL VALVE, BASKET STRAINERS, QUICK COUPLING VALVES AND OTHER PRESSURE-SIDE IRRIGATION FACILITIES. PRESSURE TESTING RESULTS, IN WRITING, SHALL BE SUBMITTED TO OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO BACKFILLING.
13. THE ESTABLISHMENT OF AUTOMATIC SEASONAL ADJUSTMENTS AND BASIC CONTROLLER PROGRAMMING IS THE RESPONSIBILITY OF THE CONTRACTOR. MAKE ARRANGEMENTS WITH THE APPROPRIATE FIELD TECHNICIAN FOR A SITE VISIT ON INSTRUCTION OF ESTABLISHING AUTOMATIC CONTROLLER BASIC PROGRAMMING INFORMATION AND AUTOMATIC SEASONAL SCHEDULING. CONTROLLER PROGRAMMING INFORMATION REQUIRED INCLUDES, BUT IS NOT LIMITED TO; PRECIPITATION RATES, PLANT WATER-USE FACTORS, SYSTEM EFFICIENCY RATINGS, FLOW SENSOR CALIBRATION, AND MONTHLY HISTORIC DATA.

IRRIGATION MAINTENANCE SCHEDULE

1. LANDSCAPES SHALL BE MAINTAINED TO ENSURE WATER EFFICIENCY. A REGULAR MAINTENANCE SCHEDULE SHALL INCLUDE BUT NOT BE LIMITED TO CHECKING, ADJUSTING, AND REPAIRING IRRIGATION EQUIPMENT; RESETTING REPLENISHING MULCH; FERTILIZING; PRUNING; AND WEEDING IN ALL LANDSCAPE AREAS.
2. WHENEVER POSSIBLE, REPAIR OF THE IRRIGATION EQUIPMENT SHALL BE DONE WITH THE ORIGINALLY SPECIFIED MATERIALS OR THEIR EQUIVALENT SPECIFICATION.

IRRIGATION AUDIT SCHEDULE

1. AT A MINIMUM, AUDITS SHALL BE IN ACCORDANCE WITH THE STATE OF CALIFORNIA LANDSCAPE AUDITOR HANDBOOK.
2. AUDITS SHALL BE CONDUCTED BY A STATE CERTIFIED LANDSCAPE IRRIGATION AUDITOR AT LEAST ONCE EVERY FIVE YEARS AND SUBMITTED TO THE LOCAL WATER PURVEYOR.

SOIL SPECIFICATION/ ANALYSIS SAMPLE

1. PROVIDE SOIL SPECIFICATIONS OF IMPORT SOIL OR PROVIDE SOIL ANALYSIS IF USING ON SITE SOIL. THE SOIL INFORMATION MUST INCLUDE: SOIL TEXTURE (% OF ORGANIC MATTER), INFILTRATION RATE (OR ESTIMATED RANGE), PH & TOTAL SOLUBLE SALTS, INDICATE IF MULCH, SOIL AMENDMENTS OR OTHER MATERIAL WILL BE USED OR REQUIRED.

IRRIGATION DESIGN INTENT

1. THIS IRRIGATION SYSTEM IS DESIGNED FOR USE WITH RECYCLED WATER.
2. THE LANDSCAPE CONTRACTOR TO PROVIDE A COMPLETE AUTOMATIC IRRIGATION SYSTEM WITH 100% IRRIGATION COVERAGE FOR MACKENZIE LANDSCAPE.
3. IRRIGATION SYSTEM TO BE DESIGNED TO NOT ALLOW OVER-SPRAY OR EXCESS RUNOFF ONTO IMPERVIOUS SURFACES.
4. PLANTS SELECTED FOR HARDINESS AND LOW WATER REQUIREMENTS.
5. PURPLE COLORED IRRIGATION PIPING AND RECYCLED WATER ADVISEMENT IDENTIFICATION SHALL BE INSTALLED FOR USE WITH RECYCLED WATER.

IRRIGATION SYSTEM DESCRIPTION - RECYCLED WATER

1. LANDSCAPE WATER USE SHALL COMPLY WITH THE CITY'S WATER EFFICIENCY ORDINANCE AND LANDSCAPE WATER CONSERVATION STANDARDS. THIS PROJECT IS CURRENTLY ESTIMATED TO BE OPERATING AT XX% UNDER THE MAXIMUM ANNUAL WATER ALLOWANCE (MAWA).
2. NEW IRRIGATION SYSTEM IMPROVEMENTS ARE SUPPLIED WITH RECYCLED WATER. A DEDICATED RECYCLED WATER POINT-OF-CONNECTION WITH A EXISTING BACKFLOW PREVENTER, MASTER VALVE AND FLOW SENSOR TO PROVIDE IRRIGATION WATER TO LANDSCAPE PLANTING AREAS.
3. TURF IS IRRIGATED WITH HIGH-EFFICIENT OSCILLATING SPRAY NOZZLES THAT COMPLY WITH THE AGENCY WATER EFFICIENCY ORDINANCE.
4. BALL VALVES ARE LOCATED THROUGHOUT THE SYSTEM TO PROVIDE FOR PARTIAL SHUTDOWN OF THE SYSTEM.

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LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
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Revisions

No	Date	Description
1		
2		
3		
4		
5		
6		
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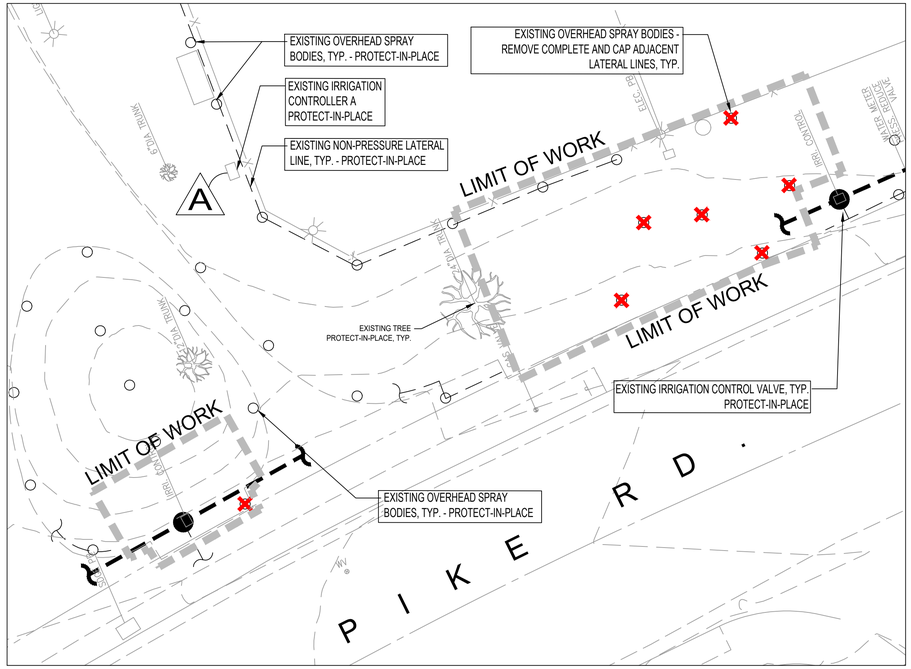
MACKENZIE PARK
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Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019M
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	NONE

Sheet Title
IRRIGATION NOTES AND WATER USE DATA

Sheet No
L-700B



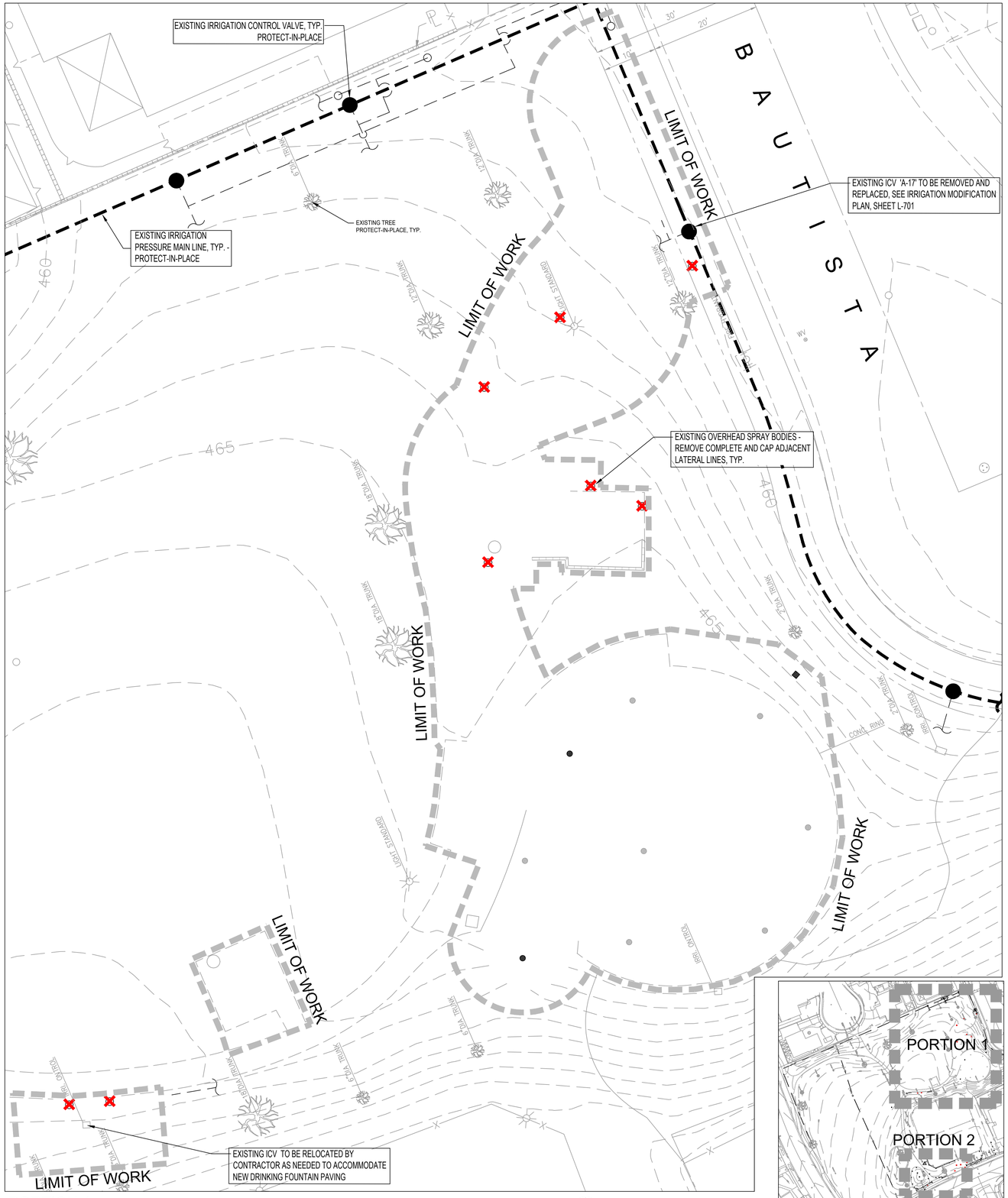
PORTION 2

LEGEND

SYMBOL	DESCRIPTION
A	EXISTING CALSENSE CONTROLLER #6 - PROTECT-IN-PLACE
●	EXISTING IRRIGATION CONTROL VALVE - PROTECT-IN-PLACE
	EXISTING PRESSURE MAIN LINE PIPING - PROTECT-IN-PLACE
	EXISTING NON-PRESSURE LATERAL LINE - PROTECT-IN-PLACE
	EXISTING OVERHEAD SPRAY BODIES - PROTECT-IN-PLACE
	EXISTING OVERHEAD SPRAY BODIES - REMOVE COMPLETE AND CAP ADJACENT LATERAL LINE WHERE SHOWN ON PLAN, SEE IRRIGATION MODIFICATION PLAN, SHEET L-701 FOR COMPLETED IRRIGATION PLAN

NOTES

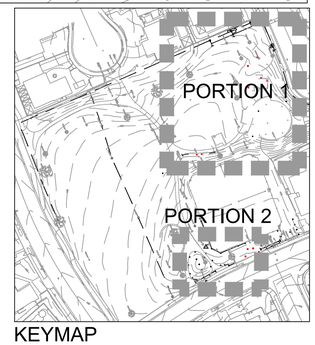
1. REFER TO SHEET L-700A AND L-700B FOR COMPLETE IRRIGATION LEGEND, NOTES, AND PRESSURE LOSS CALCULATIONS.
2. REFER TO SHEET L-701 FOR COMPLETE IRRIGATION MODIFICATION PLAN.
3. REFER TO SHEET L-750 FOR IRRIGATION DETAILS.
4. AUTOMATIC LANDSCAPE IRRIGATION EQUIPMENT SHALL BE INSTALLED IN SUCH A WAY THAT IT DOES NOT SPRAY ON THE HARDSCAPE.



PORTION 1

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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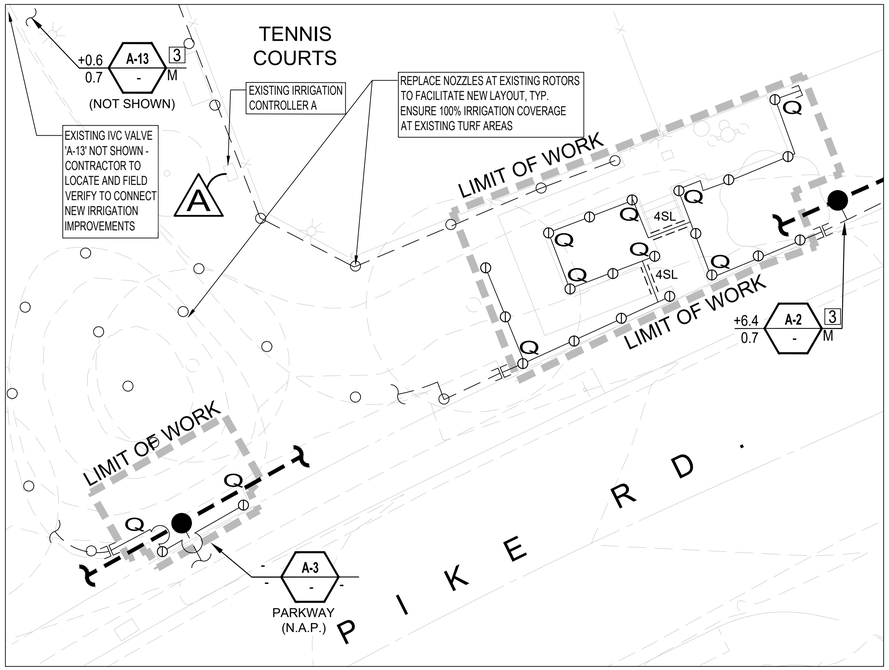
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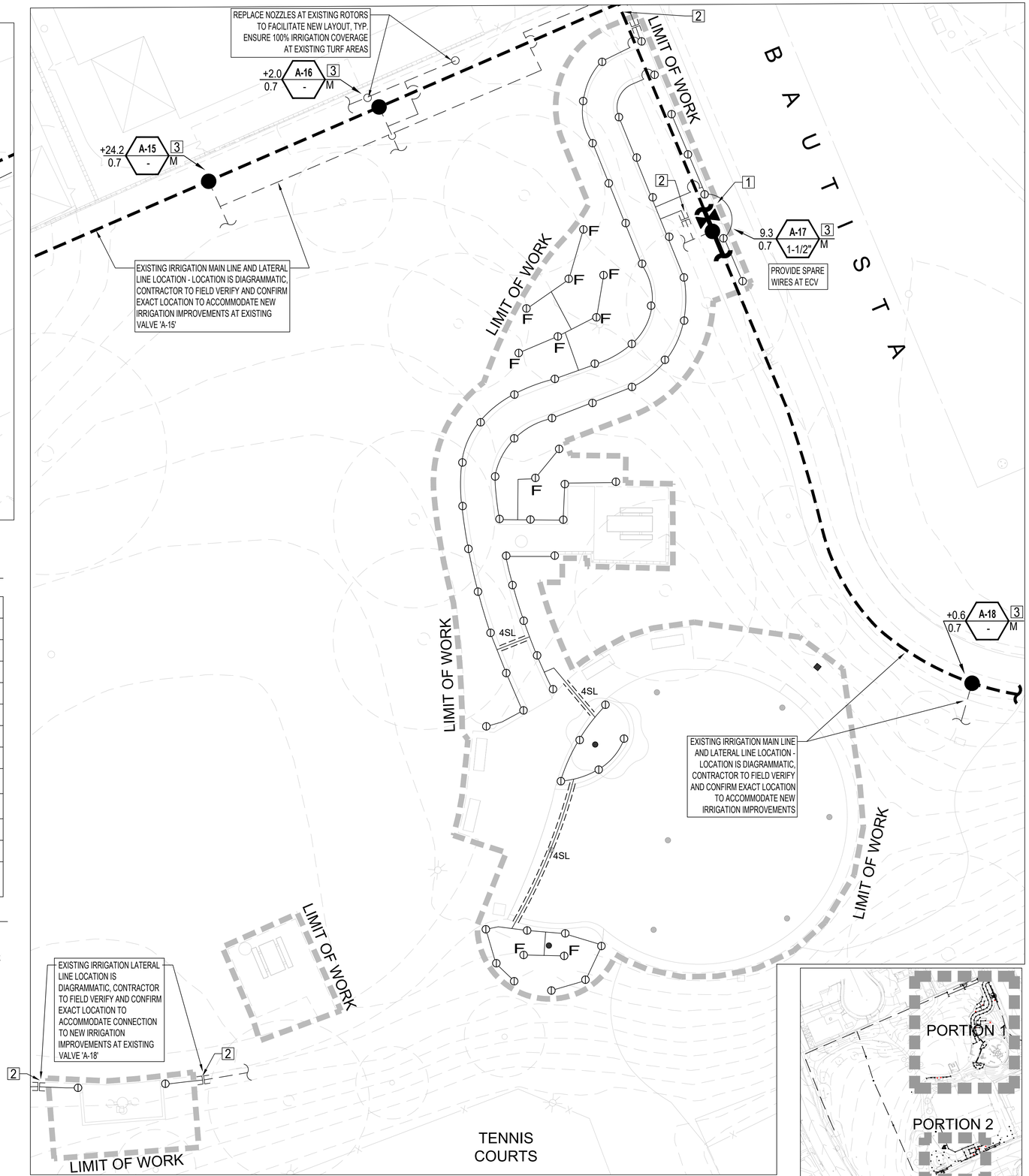
Project No	24-019M
Drawn	SJ
Checked	ES
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Scale	1"=10'-0"

Sheet Title
IRRIGATION DEMO PLAN

Sheet No
L-700C



PORTION 2



PORTION 1

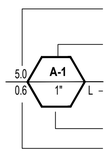
IRRIGATION CONSTRUCTION MODIFICATION NOTES

1. THE CONTRACTOR SHALL ENSURE THE FUNCTIONALITY/ OPERABILITY OF THE EXISTING IRRIGATION SYSTEM PRIOR TO ANY CONSTRUCTION. WHERE THE NEW IMPROVEMENTS IMPACT THE PERFORMANCE OF THE EXISTING IRRIGATION SYSTEM THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR/ RELOCATE EXISTING NON-PRESSURE LATERAL LINES AND POP-UP SPRAY/ OVERHEAD IRRIGATION. THE MODIFICATION OF THE EXISTING IRRIGATION SYSTEM SHALL BE INSTALLED TO PROVIDE HEAD TO HEAD 100% COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, SIGNS, AND HARDSCAPE. WHERE EXISTING VALVES SERVING TURF IRRIGATION ARE TO REMAIN, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NEW IRRIGATION HEADS/ ROTORS, NOZZLES, PRESSURE MAINLINE AND NON-PRESSURE LATERAL LINE PIPE TO ENSURE FUNCTIONALITY OF THE SYSTEM.
2. SECURE PERMISSION FROM THE OWNER AND PARK MAINTENANCE STAFF TO SHUT OFF THE IRRIGATION WATER SUPPLY TO PORTIONS OF THE SITE. IN THE EVENT THAT IT IS NECESSARY CONTRACTOR TO PROVIDE HAND WATERING OR ALTERNATIVE METHODS TO IRRIGATE EXISTING PLANTING AREAS SERVED BY THE AFFECTED PORTION OF THE IRRIGATION SYSTEM.
3. CONTRACTOR TO LOCATE AND FIELD VERIFY EXISTING RECYCLED WATER BACKFLOW PREVENTER ASSEMBLY FOR EXISTING IRRIGATION SYSTEM AND IRRIGATION SYSTEM IMPROVEMENTS, NOT SHOWN ON PLANS. CONTRACTOR TO VERIFY EXISTING BACKFLOW PREVENTER ASSEMBLIES ARE INSTALLED PER CODE AND REQUIRE NO SERVICE OR REPAIR THAT WOULD PREVENT INSTALLATION OR CONNECTION PER PLAN.
4. CONTRACTOR TO LOCATE AND INTERCEPT EXISTING LATERAL LINE PIPING AND CONNECT NEW LATERAL LINE PIPING TO ENSURE 100% IRRIGATION COVERAGE AT EXISTING TURF AREAS.
5. REPAIR DAMAGE TO EXISTING PLANTING AREA FINISH GRADES CAUSED BY LANDSCAPE CONSTRUCTION OPERATIONS. PROVIDE ADDITIONAL SOIL COMPACTION AS REQUIRED TO REPAIR THE SETTLING OF GRADES TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT AND OWNER.
6. REPLACE AND / OR REPAIR DAMAGE TO EXISTING IRRIGATION SYSTEM CAUSED BY INSTALLATION OF NEW IRRIGATION SYSTEM.
7. CONTRACTOR TO VERIFY AND PROVIDE WRITTEN REPORT TO OWNER THAT EXISTING SYSTEM IS IN PROPER WORKING ORDER REQUIRING NO REPAIRS PRIOR TO CONNECTION OF NEW IMPROVEMENTS.
8. ANY DAMAGE TO LANDSCAPE OR IRRIGATION OUTSIDE THE LIMITS OF WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

EQUIPMENT LEGEND

SYMBOL	DESCRIPTION
A	EXISTING CONTROLLER A
●	ELECTRIC CONTROL VALVE
●	EXISTING ELECTRIC CONTROL VALVE
⋈	GATE VALVE
	EXISTING PRESSURE MAIN LINE PIPING
	PRESSURE MAIN LINE - SIZE NOTED
	NON-PRESSURE LATERAL LINE PIPING - SIZE NOTED
	WIRE SLEEVE - SIZE NOTED
	PIPE SLEEVE - SIZE NOTED
Φ ΦQ	OVERHEAD SPRAY NOZZLES - SEE "SPRAY SPRINKLER LEGEND" SHEET L-700A
	EXISTING NON-PRESSURE LATERAL LINE - PROTECT-IN-PLACE
	EXISTING OVERHEAD SPRAY BODIES - PROTECT-IN-PLACE
	EXISTING NON-PRESSURE LATERAL LINE CONNECTION TO NEW NON-PRESSURE LATERAL LINE PIPING

VALVE CALLOUT LEGEND

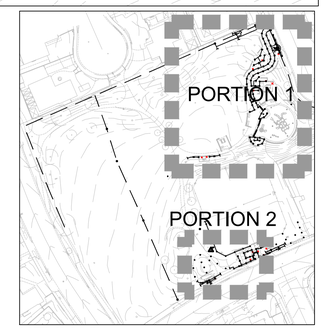


- INDICATES FLOW IN GPM FOR ELECTRIC CONTROL VALVE
- INDICATES IRRIGATION SPRINKLER CONTROLLER STATION NUMBER
- INDICATES PLANT WATER USE CATEGORY (L= LOW, M=MODERATE, H=HIGH, WATER USE).
- INDICATES ELECTRIC CONTROL VALVE SIZE
- INDICATES PRECIPITATION RATE

IRRIGATION CONSTRUCTION NOTES

1	LOCATE AND INTERCEPT EXISTING MAIN LINE PIPING AND CONNECT NEW MAIN LINE PIPING - ADAPT NEW PIPING AS REQUIRED FOR PERMANENT CONNECTION - PROTECT IN PLACE EXISTING CONTROLLER WIRES LOCATED WITH MAIN LINE
2	LOCATE AND INTERCEPT EXISTING LATERAL LINE PIPING AND CONNECT NEW LINE SIZE LATERAL LINE PIPING TO EXISTING OVERHEAD SPRAY SPRINKLERS AND INSTALL SLEEVES UNDER HARDSCAPE AS SHOWN PER PLAN
3	VERIFY EXISTING IRRIGATION VALVE ASSIGNMENTS AND CONNECT NEW ECV TO NEXT AVAILABLE STATION AT EXISTING IRRIGATION CONTROLLER 'A' - INSTALL ADD-A-ZONE MODEL NO. RCO860009 SERIES STATION MULTIPLIER AT NEW VALVE

VERIFY THE ACTUAL P.O.C. LOCATION, SIZE AND STATIC WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF THERE ARE ANY DISCREPANCIES WITH THE P.O.C. INFORMATION SHOWN HEREIN WITH THAT OF ACTUAL P.O.C. INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE P.O.C. INFORMATION, ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



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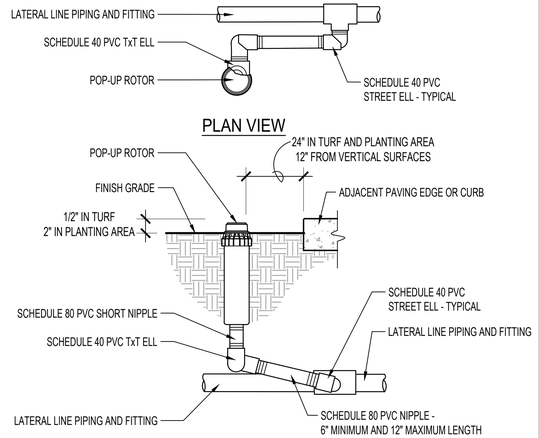
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Sheet Title
IRRIGATION MODIFICATION PLAN

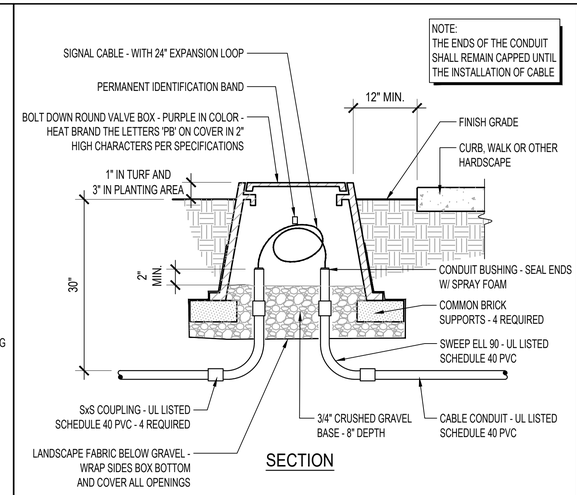
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L-701



NOTE:
1. USE TEFLON TAPE ON ALL THREADED FITTINGS.

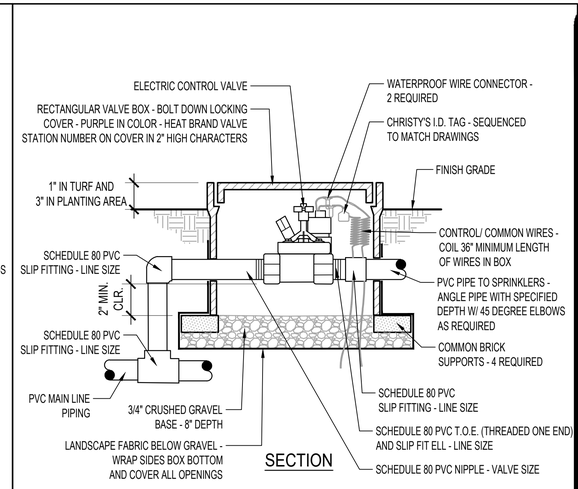
P-M-30

7 POP-UP STREAM ROTOR N.T.S.



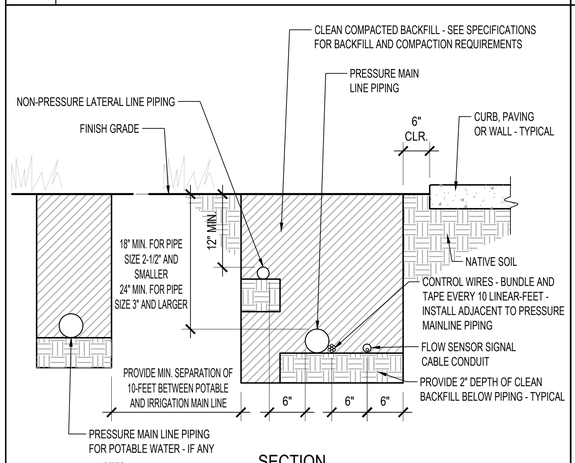
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4 SIGNAL CABLE PULL BOX - R/W N.T.S.



P-M-20

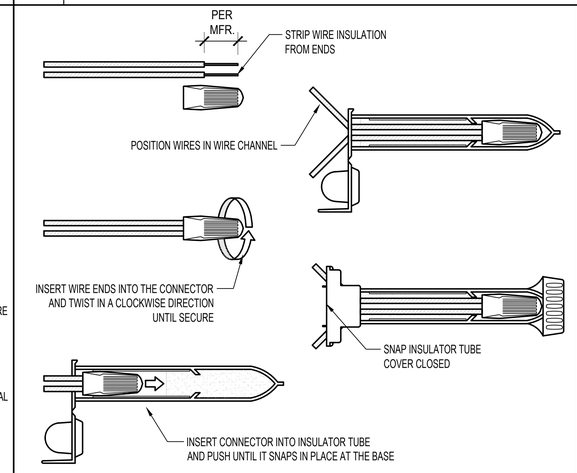
1 ELECTRIC CONTROL VALVE - R/W N.T.S.



NOTES:
1. LOCATE SIGNAL CABLE WITHIN MAIN LINE AND CONTROL WIRE TRENCH WHERE POSSIBLE.
2. COORDINATE TRENCHING WITH ALL OTHER EXISTING/ NEW UTILITIES AND UNDERGROUND STRUCTURES.

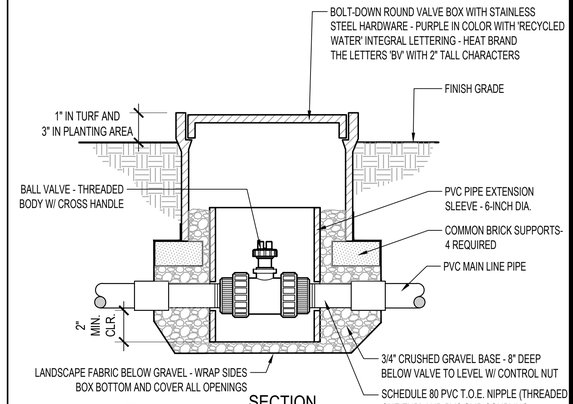
P-M-23

8 TRENCHING - RECYCLED WATER N.T.S.



P-M-33

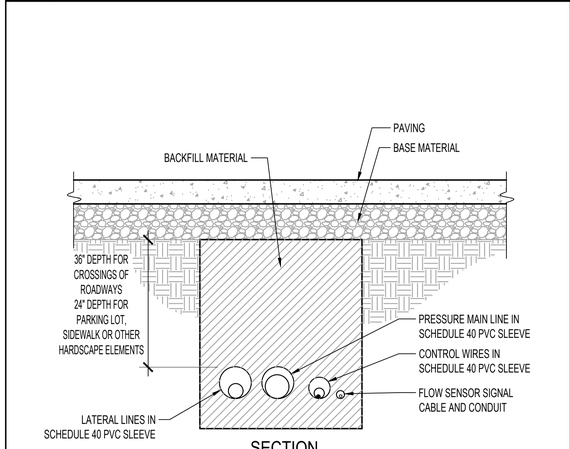
5 3M "DBR/Y-6" WIRE CONNECTOR N.T.S.



NOTE:
1. INSTALL VALVE BOX AND EXTENSION AS REQUIRED TO POSITION VALVE AT MAIN LINE PIPE DEPTH.

P-M-18

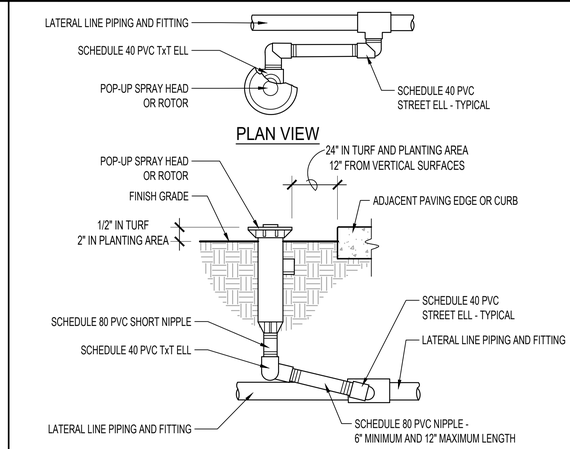
2 BALL VALVE - R/W N.T.S.



NOTES:
1. PIPING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' INSTALLATION SPECIFICATIONS.
2. MAIN LINE, LATERAL LINES AND CONTROL WIRES SHALL BE SLEEVED BELOW HARDSCAPE ELEMENTS WITH SCHEDULE 40 PVC, 2-TIMES THE DIAMETER OF THE PIPE OR WIRE BUNDLE WIDTH.

P-M-24

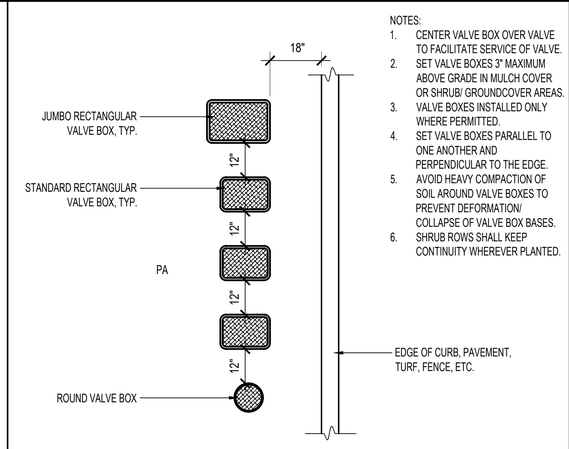
9 SLEEVE TRENCHING - RECYCLED WATER N.T.S.



NOTE:
1. USE TEFLON TAPE ON ALL THREADED FITTINGS.

P-M-29

6 POP-UP SPRINKLER N.T.S.



NOTES:
1. CENTER VALVE BOX OVER VALVE TO FACILITATE SERVICE OF VALVE.
2. SET VALVE BOXES 3" MAXIMUM ABOVE GRADE IN MULCH COVER OR SHRUB/ GROUNDCOVER AREAS.
3. VALVE BOXES INSTALLED ONLY WHERE PERMITTED.
4. SET VALVE BOXES PARALLEL TO ONE ANOTHER AND PERPENDICULAR TO THE EDGE.
5. AVOID HEAVY COMPACTION OF SOIL AROUND VALVE BOXES TO PREVENT DEFORMATION/ COLLAPSE OF VALVE BOX BASES.
6. SHRUB ROWS SHALL KEEP CONTINUITY WHEREVER PLANTED.

P-M-32

3 VALVE BOX LAYOUT N.T.S.

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24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019M
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Scale	AS SHOWN

Sheet Title
IRRIGATION DETAILS

Sheet No
L-750

TREE SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING	REMARKS	QTY
TREES								
	LAG N40	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	24" BOX	LOW	PER PLAN	STANDARD	2

SHRUB SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS							
	RHA IND	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	5 GAL	LOW	30" O.C.	27
	TRA JAS	TRACHELOSPERMUM JASMINOIDES	CHINESE STAR JASMINE	1 GAL	MODERATE	18" O.C.	88
GROUND COVERS							
	TUR WFU	TURF SOD	WESTCOASTER TALL FESCUE	SOD			3,541 SF

AGRONOMIC SOILS TESTING NOTES

1. UPON THE COMPLETION OF DEMOLITION AND GRADING AND PRIOR TO THE INSTALLATION OF THE IRRIGATION SYSTEM, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TWO (2) SOIL SAMPLES TAKEN AT TWO (2) SEPARATE LOCATIONS APPROVED BY THE LANDSCAPE ARCHITECT.

TWO (2) SOIL SAMPLES SHALL BE TAKEN AT EACH LOCATION:

SAMPLE ONE: TAKEN AT GROUND LEVEL TO 10" DEEP
SAMPLE TWO: TAKEN AT A DEPTH BETWEEN 24" TO 36" .

EACH SAMPLE SHALL CONTAIN APPROXIMATELY 1 QUART OF SOIL AND BE LABELED PER LOCATION AND DEPTH.

2. EACH SAMPLE SHALL BE TESTED FOR SOIL FERTILITY AND AGRICULTURAL SUITABILITY. SUBMIT SOIL REPORT, INCLUDING RECOMMENDATIONS SOIL PREPARATION FOR BACKFILL MIX AND LAWN INSTALLATION.

A. SOIL TESTING RESULTS SHALL BE SUBMITTED AND APPROVED BY THE LANDSCAPE ARCHITECT.
B. SOIL PREPARATION AND BACKFILL MIX SHALL CONFORM TO THE RECOMMENDATIONS OF THE AGRONOMIC SOILS REPORT.
C. REFER TO PLANTING SPECIFICATIONS FOR SOILS TESTING, SOIL PREPARATION, FERTILIZATION, MULCHING, AND OTHER ADDITIONAL PLANTING INFORMATION. ALL PLANT MATERIAL SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND CITY ENGINEER PRIOR TO INSTALLATION.

PRESERVATION / RELOCATION NOTES

1. SEE SHEET L-250 FOR LOCATION OF EXISTING TREES TO BE PROTECTED/DEMO.
2. CONTRACTOR TO CONFIRM HEDGE AND SHRUBS LIMIT TO REMAIN WITH LANDSCAPE ARCHITECT IN FIELD PRIOR TO DEMOLITION OPERATIONS.
3. CONTRACTOR TO CONFIRM TREES TO REMAIN WITH LANDSCAPE ARCHITECT IN FIELD PRIOR TO DEMOLITION OPERATIONS.
4. CONTRACTOR IS RESPONSIBLE FOR THE HEALTH AND CARE OF THE TREES. IN THE EVENT OF DAMAGE OR DEATH OF THE TREE DURING CONSTRUCTION, CONTRACTOR TO REPLACE WITH EQUAL MATCHING SPECIMEN.
5. ALL TREES TO BE HAND WATERED AS NEEDED AND SPRAYED CLEAN OF DUST WEEKLY FOR THE DURATION OF THE PROJECT.

PLANTING NOTES

1. ALL LOCAL, MUNICIPAL, COUNTY AND STATE LAWS, RULES, AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE PART OF THE PROJECT PLANS AND SPECIFICATIONS; AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. ADDITIONALLY, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE LATEST EDITION OF THE APWA, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, ("GREEN BOOK"), AND THE PROJECT SPECIFICATIONS. WHENEVER SPECIAL REQUIREMENTS CONFLICT ON ANY SUBJECT MATTER, THE CITY ENGINEER, OR HIS/HER DESIGNATED REPRESENTATIVE, WILL DETERMINE WHICH SPECIAL REQUIREMENTS AND/OR CODES SHALL GOVERN.

2. ALL EXISTING LANDSCAPE AREAS DAMAGED DURING CONSTRUCTION MUST BE RESTORED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. RESTORATION OF EXISTING LANDSCAPE AREAS SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER.

3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA (DIG ALERT) AT LEAST TWO (2) WORKING DAYS BEFORE DIGGING, EXCAVATING, OR CONSTRUCTION. PHONE 1-800-422-4333 OR 811.

4. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES IN AREA CONFIGURATION OR SIZES, OR IN DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED DURING THE DESIGN PROCESS. SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER, OR HIS/HER DESIGNATED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY AND SHALL PERFORM SUCH REVISIONS AT HIS/HER OWN EXPENSE.

5. FINISH GRADE ALL PLANTING AREAS TO ACHIEVE A MINIMUM 2% DRAINAGE AND SMOOTH AND EVEN CONDITION, MAKING SURE THAT NO WATER POCKETS OR IRREGULARITIES REMAIN. REMOVE AND DISPOSE OF ALL SURFACE STONES, ROOTS, WEEDS, DEBRIS, FOREIGN MATERIALS, CLODS, AND ROCKS OVER (1) INCH IN DIAMETER SO THAT AFTER CONDITIONING AND PLANTING THE GRADE IS 1" AT TURF/2" AT PLANTING AREAS BELOW ADJACENT HARDSCAPE EXCEPT ALONG CURB CUT AREAS. CONTRACTOR IS TO ENSURE A SMOOTH TRANSITION FROM EXISTING TO NEW GRADE.

6. SOIL TO BE REMOVED IN PLANTING AREA IS TO BE DISPOSED OF LEGALLY OFF-SITE.

7. ALL NURSERY STOCK IS TO COMPLY TO THE INDUSTRY STANDARD IN TERMS OF HEALTH, STRUCTURE, HEIGHT/WIDTH, ROOT CONDITION AS OUTLINED IN THE PDF LOCATED ONLINE HERE: https://www.urbantree.org/PDF/NURSERYTREESPECS1.PDF ANY PLANT MATERIAL THAT DOES NOT COMPLY IS SUBJECT TO REJECTION BY THE CITY OR LANDSCAPE ARCHITECT AT NO COST TO THE OWNER. ANY REJECTED MATERIAL MUST BE REPLACED WITH COMPLIANT MATERIAL AT THE COST OF THE CONTRACTOR.

8. PROVIDE MATCHING FORMS AND SIZES FOR ALL PLANT MATERIAL WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS, UNLESS OTHERWISE NOTED BY THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT.

9. STAKE TREES AS INDICATED PER TREE PLANTING DETAIL.

10. THE CONTRACTOR IS RESPONSIBLE FOR COUNT VERIFICATION AND IS TO SUPPLY THE QUANTITIES DELINEATED GRAPHICALLY ON PLANS.

11. PLANT ESTABLISHMENT AND MAINTENANCE PERIOD SHALL BEGIN IMMEDIATELY AFTER INSPECTION AND ACCEPTANCE OF THE WORK BY THE CITY ENGINEER, OR HIS/HER DESIGNATED REPRESENTATIVE. PLANT ESTABLISHMENT AND MAINTENANCE PERIOD SHALL BE FOR A DURATION STATED IN THE SPECIFICATIONS. PLANT ESTABLISHMENT AND MAINTENANCE SHALL BE PERFORMED PER THE PROJECT SPECIFICATIONS.

12. SUPPLEMENTAL HAND WATERING MAY BE REQUIRED DURING THE MAINTENANCE PERIOD TO ESTABLISH PLANT MATERIAL.

13. PLACE WOOD CHIP MULCH IN ALL PLANTED AREAS AT A MINIMUM DEPTH OF 3-INCHES. MULCH TO BE SHREDDED BARK MULCH, DARK BROWN AESTHETIC APPEARANCE DO NOT INSTALL MULCH WITHIN A 6" DIA. OF ANY TREE OR SHRUB TRUNK. CONTRACTOR TO PROVIDE A SAMPLE MULCH FOR THE REVIEW AND APPROVAL PRIOR TO INSTALLATION. REFER TO SPECIFICATIONS.

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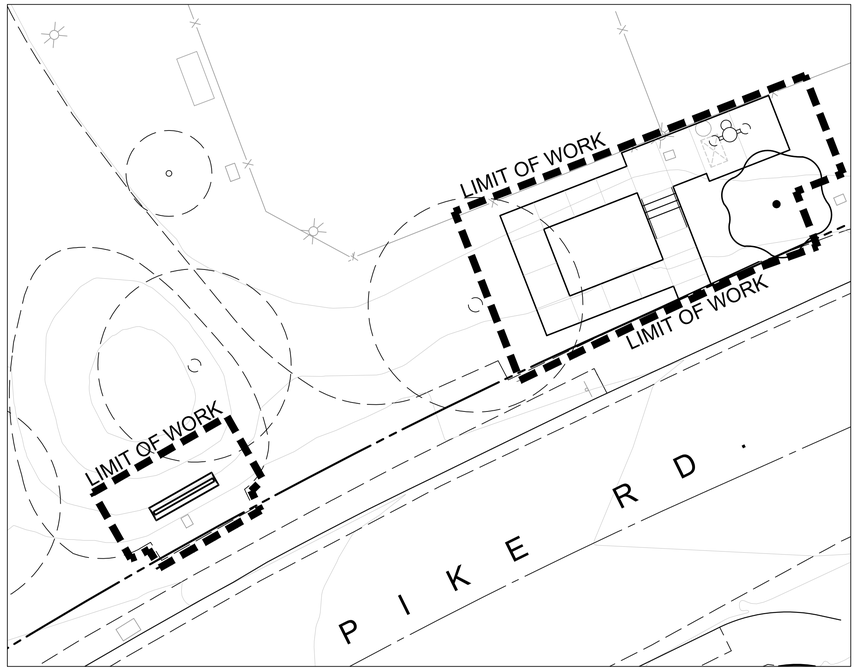
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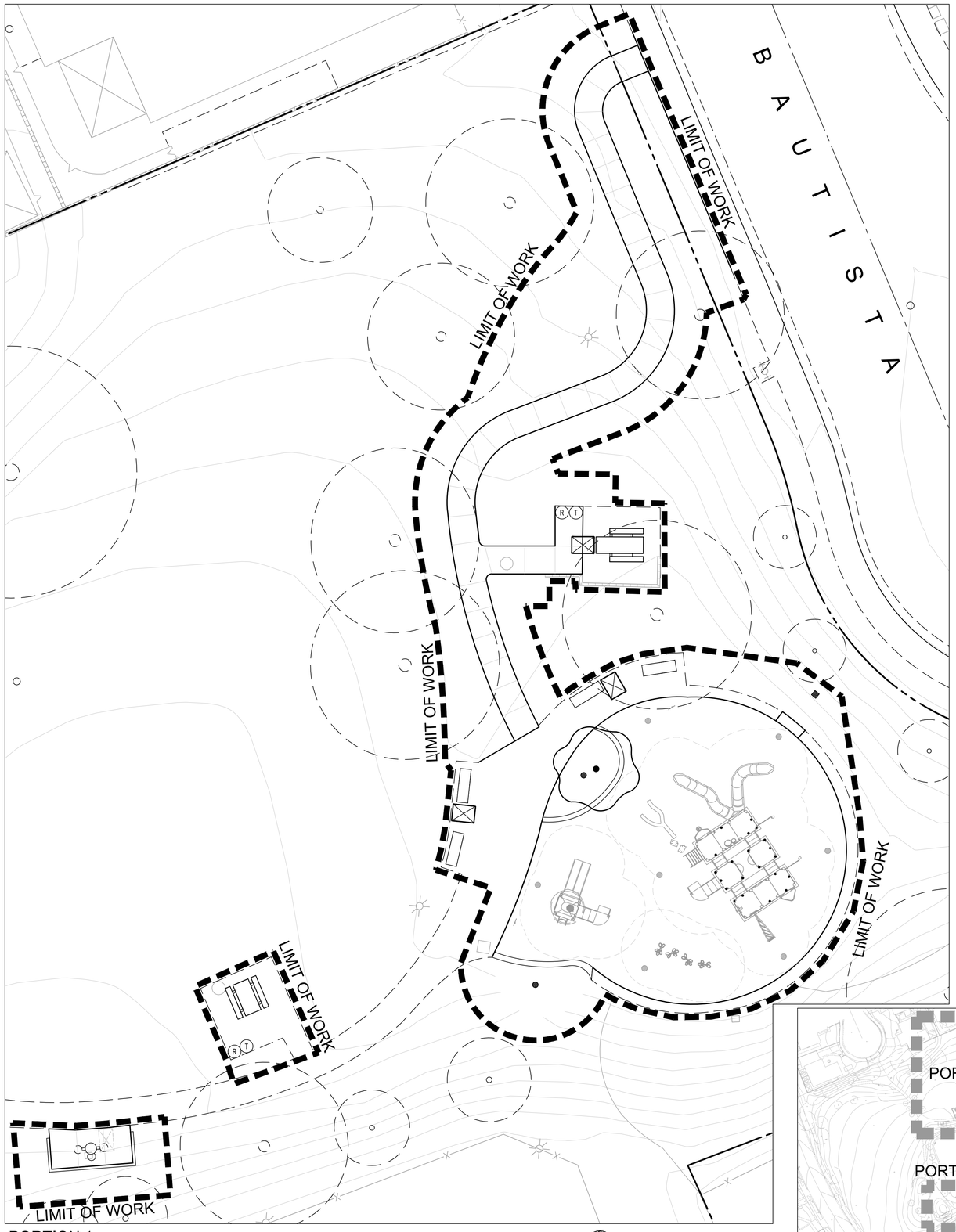
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Sheet Title
PLANTING SCHEDULE

Sheet No
L-800



PORTION 2

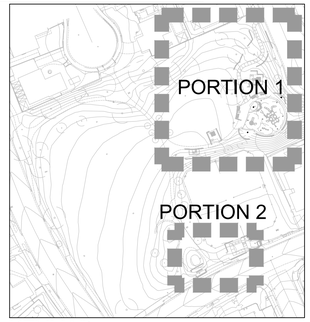


PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



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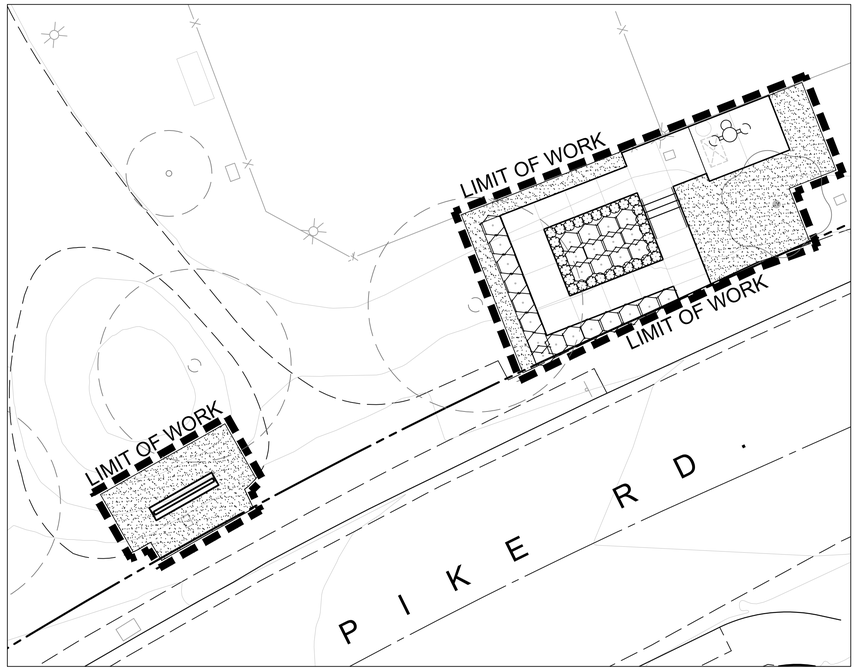
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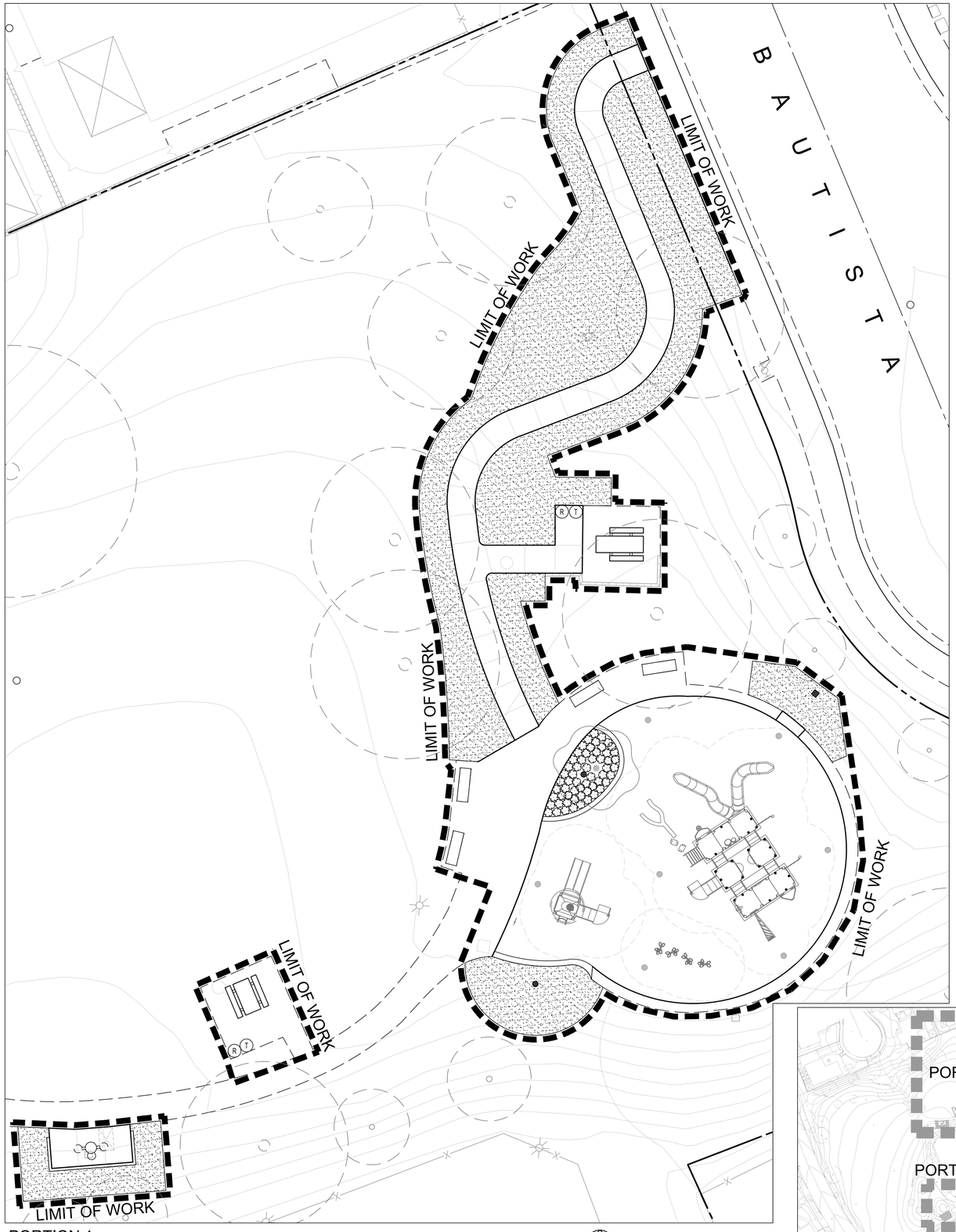
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Sheet Title
TREE PLANTING PLAN

Sheet No
L-801



PORTION 2

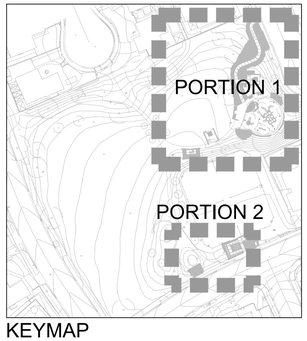


PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

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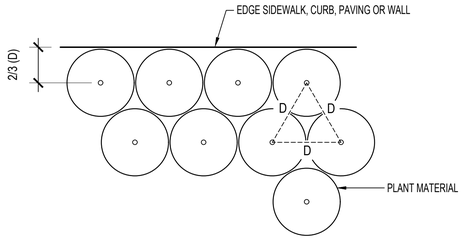
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Scale	1"=10'-0"

Sheet Title
SHRUB PLANTING PLAN

Sheet No
L-901



PLAN VIEW

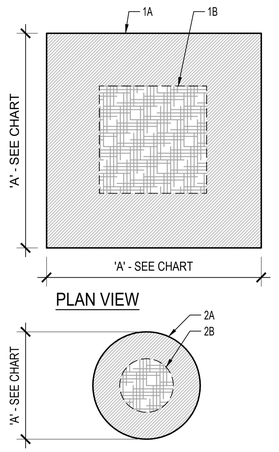
NOTES:
1. TRIANGULAR SPACE PLANTS EQUAL DISTANCE (D) FROM EACH OTHER. REFER TO THE PLANT LEGEND FOR DISTANCE (D).
2. SEE PLANTING SCHEDULE FOR SPACING OF ALL SHRUBS AND GROUNDCOVERS.
3. ALL SHRUBS/ GROUNDCOVER TO BE PLANTED AT EQUAL SPACING (TRIANGULAR) UNLESS OTHERWISE INDICATED ON PLANS.

P-M-15

3 TRIANGULAR SHRUB / G.C. SPACING

1" = 1'-0"

CONTAINER/ BOX SIZE	"A" WIDTH/ DIAMETER	DEPTH
1 GALLON	12 INCHES	12 INCHES
5 GALLON	26 INCHES	22 INCHES
15 GALLON	36 INCHES	24 INCHES
24 INCH BOX	48 INCHES	28 INCHES
30 INCH BOX	54 INCHES	33 INCHES
36 INCH BOX	66 INCHES	44 INCHES
48 INCH BOX	84 INCHES	60 INCHES



PLAN VIEW

PLAN VIEW

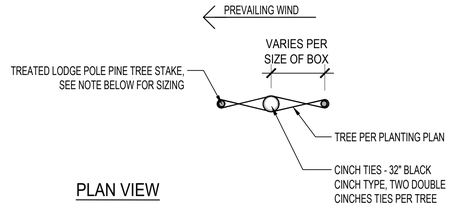
BOX TREES
1A - PLANT PIT TO BE SQUARE, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
1B - ROOTBALL

CONTAINER PLANTS
2A - PLANT PIT TO BE ROUND, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
2B - ROOTBALL

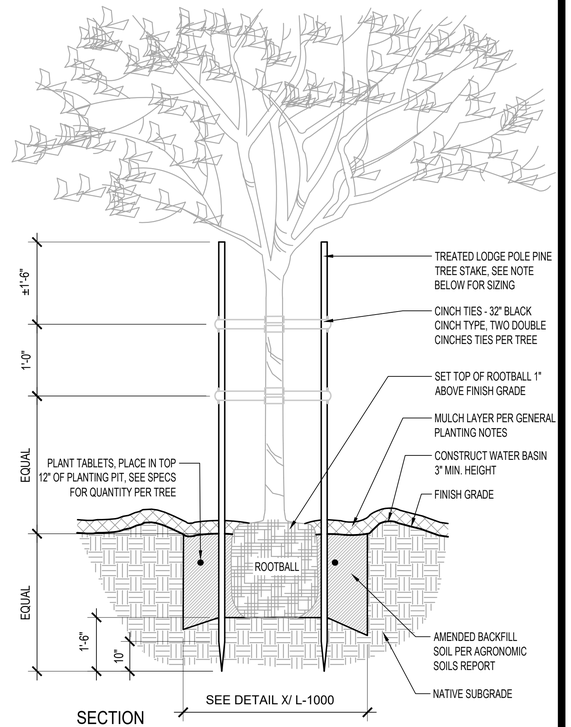
P-M-16

4 PLANT PIT DIMENSIONS

3/4" = 1'-0"



PLAN VIEW



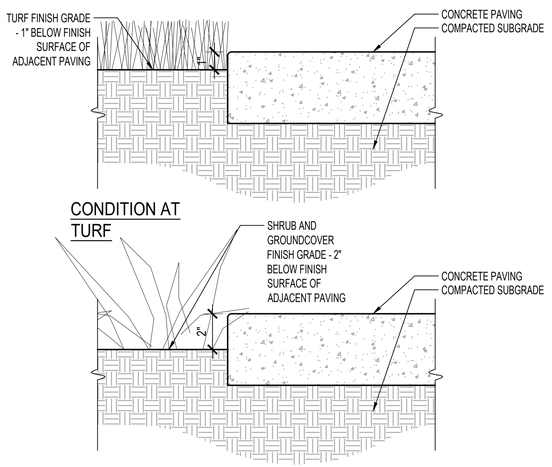
SECTION

NOTES:
1. LODGE POLE SIZING : 3" DIA. x 10' FOR 36" BOX TREES. 3" DIA. x 10' FOR 24" BOX TREES, 2" DIA. x 10' FOR 15 GALLON TREES.
2. SECURE TREE TIE TO TREE STAKE USING THE MANUFACTURER'S SUGGESTED METHOD.

P-M-13

1 DOUBLE STAKED TREE (36" BOX AND SMALLER)

1" = 1'-0"



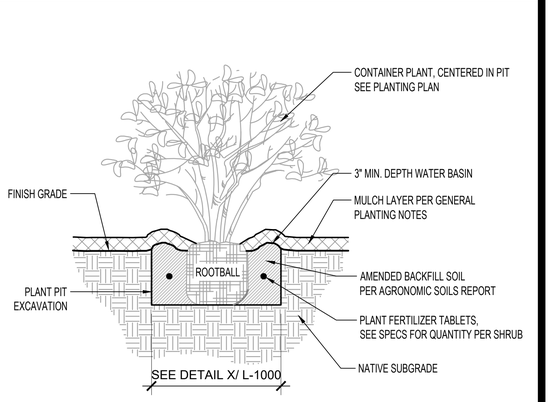
CONDITION AT TURF

CONDITION AT PLANTING AREA

P-M-17

5 FINISH GRADE AT PAVING

3" = 1'-0"



SECTION

NOTE:
1. SET TOP OF ROOTBALL 1" ABOVE FINISH GRADE AND SLOPE FOR DRAINAGE.

P-M-14

2 SHRUB AND GROUNDCOVER PLANTING

1" = 1'-0"

Landscape Architect
DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300
dvdcreative.com

Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
STATE OF CALIFORNIA

Know what's below. Call before you dig.

Revisions

No	Date	Description
1		
2		
3		
4		
5		
6		

MACKENZIE PARK
25222 MacKenzie St.
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019M
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	AS SHOWN

Sheet Title
PLANTING DETAILS

Sheet No
L-950

CITY OF LAGUNA HILLS
CALIFORNIA

PUBLIC WORKS PLANS AND SPECIFICATIONS FOR MACKENZIE PARK

PROJECT NO. CIP 241-C

PREPARED FOR

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

PREPARED BY

DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626

April 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
MACKENZIE PARK

Prepared Under the Supervision of:

Shaun Johnson, PLA
DVDCreative

Date

Approved By:

Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2024

Date

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF

MACKENZIE PARK REHABILITATION

NOTICE IS HEREBY GIVEN that sealed bids for the **MACKENZIE PARK REHABILITATION** ("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 **3:30 p.m. on Tuesday, June 2, 2026**, at which time they will be publicly opened and read aloud.

PRE-BID MEETING: A pre-bid meeting will be held at the Project site on **Tuesday, May 19, 2026 at 1:00 p.m.** ***Site Address: 25222 MacKenzie Street, Laguna Hills, California 92653.*** The meeting is **not mandatory** but attendance is highly encouraged.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including playground renovation, ada improvements, drinking fountain replacement and new park sign, 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, Traffic Control Plan, 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 Joe Ames at JAmes@lagunahillsca.gov.

Dated this 28th day of April 2026.

City of Laguna Hills, California

BY _____
KAREN HAMMAN, INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR

MACKENZIE PARK REHABILITATION

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "MACKENZIE PARK REHABILITATION PROJECT- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within 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). Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

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

/

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14. PREVAILING WAGE RATES

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

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

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

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

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

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

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section

12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

/

18. SUBSTITUTION OF SECURITIES

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

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

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

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

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency’s written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS

PROPOSAL
FOR

MACKENZIE PARK REHABILITATION

TO **CITY OF LAGUNA HILLS**, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____ DATE:_____, 20__

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

_____

_____ _____
(Signature)

PHONE: (___)_____ TITLE:_____

Subscribed and sworn to before me BY: _____
this _____ day of_____, 20___ (Print Name)

_____ _____
(Signature of Notary Public) (Signature)

(Attach Jurat) TITLE: _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name:_____

Business Address:_____

Email:_____ Telephone:( )_____

State Contractor's License No. and Class:_____

Original Date Issued:_____ Expiration Date:_____

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

_____

_____

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

_____

_____

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

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

TITLE: _____

(SEAL)

BIDDER'S NAME:_____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME:_____

REFERENCES

The 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:_____
Address:_____
Phone No.:_____ Contact:_____
Description of Work:_____

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

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

DESIGNATION OF SURETIES

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

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

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

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

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

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number:_____

DIR Registration No.:_____

Name of Individual Contractor (Print or type):

_____

Signature of Owner(s):_____ _____

Business Address:_____

or

Name of Company:_____

Business Address:_____

Officers:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

or

Name of Corporation: _____

Business Address:_____

Corporation organized under the laws of the State of:

_____ _____

Name of President of Corp./ Company Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____ _____

(Signature of Notary Public) (Signature)

TITLE: _____

(SEAL)

Bond Amount $_____
Bond Number_____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS,_____ (the "Principal") has submitted a
(NAME OF BIDDER)
bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

_____(the "Work"), as specifically set
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
forth in documents entitled_____,
(TITLE OF BID PACKAGE)
Dated:_____, 20____(the "Specifications").

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Bond Amount $_____
Bond Number_____

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

BIDDER'S NAME:_____

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_____[date], at _____[city], _____ [state]."

Signed:_____

_____
Title

Subscribed and sworn to before me
this_____ day of_____, 20___.

_____
Signature of Notary Public

(SEAL)

CITY OF LAGUNA HILLS

PROPOSAL BID SHEETS
FOR

MACKENZIE PARK REHABILITATION

BASE BID
BID ITEMS 1-34:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Traffic Control and Work Site Protection	1	LS		
2	Temporary Construction Fencing	1	LS		
3	Softscape Demolition	1	LS		
4	Earthwork	1	LS		
5	Water Pollution Control	1	LS		
6	Trees	2	EA		
7	90-Day Maintenance	1	LS		
8	Drinking Fountain Demo	1	LS		
9	Drinking Fountain Paving Demo	22	SF		
10	Drinking Fountain	1	LS		
11	Concrete Paving at Drinking Fountain (Standard, Gray)	98	SF		
12	Concrete Retaining Curb at Drinking Fountain (Standard, Gray)	27	LF		
13	Modify Lawn and Irrigation at Drinking Fountain	207	SF		
14	Existing Monument Sign Demo	1	LS		
15	Monument Sign (W101-A)	1	LS		
16	Modify Lawn and Irrigation at Monument Sign	210	SF		
17	Paving Demo at Tennis Court Entry	260	SF		
18	Tree Removal at Tennis Court Entry	1	EA		

19	Adjust Utility Pull Box to Grade at Tennis Court Entry	1	EA		
20	Concrete Paving at Tennis Court Entry (Standard, Gray)	316	SF		
21	Concrete Steps and Handrail at Tennis Court Entry	30	SF		
22	Modify Lawn and Irrigation at Tennis Court Entry	376	SF		
23	New Planting and Irrigation at Tennis Court Entry	251	SF		
24	Playground Demo	1	LS		
25	Concrete Paving Demo at Playground	75	SF		
26	Playground Paving Demo	2,320	SF		
27	Wall and Sand Demo	100	SF		
28	Flush Concrete Header	47	LF		
29	Rubber Play Surface with Base	2,370	SF		
30	Purchase and Delivery of Playground Equipment	1	LS		
31	Installation of Playground Equipment	1	LS		
32	Modify Lawn and Irrigation at Playground	248	SF		
33	New Planting and Irrigation at Playground	121	SF		
34	Mobilization (5% max of Subtotal)	1	LS		

TOTAL BID IN FIGURES:
(BASE BID) $_____

TOTAL BID IN WORDS:
(BASE BID)

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF BASE BID ONLY.

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.

Additive Bid #1 – ADA Compliance Pathway Replacement
BID ITEMS 35-37:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
35	Paving Demo of Existing Park Walkway North of Playground	1,156	SF		
36	Concrete Paving at Pathway (Standard, Gray)	874	SF		
37	Modify Lawn and Irrigation at Pathway	2,353	SF		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #1) $_____

Additive Bid #2 – New Site Furniture
BID ITEMS 38-44:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
38	Demo Existing Site Furniture	6	EA		
39	Purchase and Delivery of Precast Concrete Picnic Table	2	EA		
40	Installation of Precast Concrete Picnic Table	4	EA		
41	Purchase and Delivery of Precast Concrete Bench	4	EA		
42	Installation of Precast Concrete Bench	4	EA		
43	Purchase and Delivery of Waste and Recycle Receptacles	4	EA		
44	Installation of Waste and Recycle Receptacles	4	EA		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #2) $_____

Additive Bid #3 – Drinking Fountain at Tennis Court Entry
BID ITEMS 45-47:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
45	Drinking Fountain Demo at Tennis Court	1	LS		
46	Drinking Fountain at Tennis Court	1	LS		
47	Concrete Paving at Drinking Fountain at Tennis Court	99	SF		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #3) $_____

Additive Bid #4 – Playground Drainage
BID ITEMS 48-54:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
48	4” Dia. PVC SDR 35 Drain Pipe	25	LF		
49	6” Dia. PVC SDR 35 Drain Pipe	155	LF		
50	NDS 1200 Square Polypropylene Catch Basin w/ 1212 Solid Grate	1	EA		
51	NDS 1200 Square Polypropylene Catch Basin w/ 1212 Green Grate	2	EA		
52	Drain Inlet under Rubberized Surface Playground	7	EA		
53	Flush Concrete Header	6	LF		
54	Modify Lawn and Irrigation at Playground due to Drainage	152	SF		

SUBTOTAL IN FIGURES:
(ADDITIVE BID #4) $_____

Additive Alternate Bid #5 – Alternate Park Sign
BID ITEMS 55:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
55	Stone and Metal Monument Sign (W101-B)	1	LS		

SUBTOTAL IN FIGURES:
(ADDITVE ALTERNATE BID #5) $_____

TOTAL BID IN FIGURES (BASE BID + ADDITIVE BID #1 + ADDITIVE BID #2 + ADDITIVE BID #3 + ADDITIVE BID #4 + ADDITIVE BID #5):

$_____

TOTAL BID IN WORDS (BASE BID + ADDITIVE BID #1 + ADDITIVE BID #2 + ADDITIVE BID #3 + ADDITIVE BID #4 + ADDITIVE BID #5):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF BASE BID ONLY.

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

MACKENZIE PARK REHABILITATION

PROPOSAL

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

BIDDER_____

_____

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

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:_____

BIDDER'S NAME:_____

BIDDER'S CERTIFICATION FOR

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

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR MACKENZIE PARK REHABILITATION AND IN THE SPECIAL PROVISIONS FOR MACKENZIE PARK REHABILITATION and accepts all conditions and requirements contained therein.

_____
Bidder

_____ _____
By Date

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

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT
FOR

MACKENZIE PARK REHABILITATION

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. 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 Dollars ($0.00), 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:

_____

DON CASKEY, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

_____

KAREN HAMMAN, INTERIM CITY CLERK
CITY OF LAGUNA HILLS

_____

COLIN BURNS, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

_____

(CORPORATION (NAME - TYPE))

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

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

Bond Amount $_____
Bond Number_____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on_____, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No._____,

for the_____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)

specified in the Contract , to_____, a
(NAME OF CONTRACTOR)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the

Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____ (DATE OF AWARD), the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No._____, for the _____ (NAME OF PROJECT AND/OR DESCRIPTION OF WORK), as specified in the Contract , to _____ (NAME OF CONTRACTOR), a _____ (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC) hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incporated thereinby 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 _____ (NAME OF SURETY) (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and _____/100 DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

By: _____
(PRINT)

_____
(SIGNATURE)

_____
Title

_____
Date

Section 3700 of the Labor Code reads as follows:

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

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

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

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS

GENERAL SPECIFICATIONS
FOR

MACKENZIE PARK REHABILITATION

SCOPE OF WORK

The work to be performed and completed by Contractor consists of playground renovation, ada improvements, drinking fountain replacement and new park sign, and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at 25222 MacKenzie St, Laguna Hills, CA 92653, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 60 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	Rory Harnsich	949/837-7050 Ext. 251
So Cal Gas Company	1919 South State College Anaheim, CA 92806	Fernando Rojo	213/231-8050
Gas Company Southern Region Transmission	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Angela Rivera	714/902-1781
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Julie Tsang	949/580-3450
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communications	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Erik Weigand	949/577-0005

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

MACKENZIE PARK REHABILITATION

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	MacKenzie Park Playground Renovation and other miscellaneous park improvements

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
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- 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 initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

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

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

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

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

5-3 LABOR.

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

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

to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

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

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contactor 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 if five feet or more in depth and into which a person is required to descent.

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.

Blacking-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.
- Reconstruction Roadway Sections:
    - For roadways designated for reconstruction, phasing for each operation shall be scheduled as follows:
        - CMB installation shall be completed on the same day as the roadway demolition activities. No segment shall be left open overnight, and full access shall be maintained at the start and end of each working day.
        - Base paving asphalt for roadway segments designated to be reconstructed shall be installed no later than 5 working days after the start of roadway demolition.
        - Finished course paving for roadway segments designated to be reconstructed shall be installed no later than 10 working days after the base course paving operations for the given segment.
- Grind and/or Overlay Roadway Sections:
    - For roadways designated for grind and/or overlay, phasing for each operations shall be scheduled as follows:
    - Pavement transitions at the edge of each ground area shall be installed at the end of each work day and maintained for the duration of the project.

- Pavement dig outs and patching shall be completed within 5 working days of the start of the pavement grinding operations.

- Final paving shall be installed no later than 2 working days after the start of the pavement grinding operations.

- Slurry Seal Roadway Sections:

  - For roadways designated for slurry seal, phasing for each operation shall be scheduled as follows:

    - Contractor shall first perform weed abatement and crack sealing on all roadway segments identified for slurry seal per the project specification requirements.

    - Contractor shall locate and remove distressed portions of pavement per "Roadway Patching – Slurry Portion" below. No segment of Roadway Patching shall be left open overnight, and full access shall be maintained at the start and end of each working day.

    - Cleaning, roadway preparations, application and finishing of the slurry seal shall occur the same day

- Roadway Patching – Mill & Overlay Portion:

  - Roadway patching operations shall be scheduled PRIOR to the cold milling operations and prior to the final FRAC or ARHM overlay.

  - All localized roadway reconstruction patches shall be backfilled and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.

- Roadway Patching – Slurry Portion:

  - Roadway patching operations shall be scheduled PRIOR to the final RAP Slurry Seal.

  - All localized roadway reconstruction patches shall be paved and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.

- Asphalt Paving:

  - Roadway closures on arterial streets will not be allowed.

  - Contractor to coordinate with City regarding pavement phasing and requested work limits.

  - Roadway paving shall occur no later than 2 working days after the date of the cold milling operation.

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 sixty (60) 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. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days. 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 $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 Sectio4n 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.

7-8.6.3 STORM WATER POLLUTION PREVENTION

Construction activities will be conducted in a manner to protect channels, storm drains, and bodies of water from pollution. Water pollution control work shall consist of activities necessary to meet the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Area wide Urban Storm Water Runoff Permit, the County's Drainage Area Management Plan (DAMP), The State's General Construction Activities Permit (Order No. 2022-0057-DWQ, NPDES No CAS000002, adopted September 8, 2022 and effective September 1, 2023), and as required by the Engineer. The Contractor shall coordinate water pollution control work with all other work done on the contract.

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. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. 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

10-5 TRAFFIC CONTROL PLAN (TCP).

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared and stamped/signed by a licensed civil or traffic engineer licensed in the State of California for City approval. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s)/lane closures to the City Engineer for approval prior to the commencement of work. **The traffic control plans shall be submitted to the City for review and approval within 10 working days after the date of the Notice of Award.**

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

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

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS.

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

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

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

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

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

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

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

Before beginning Portland cement concrete, 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 Porland 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 V cement shall be used.

201-1.2 Materials.

201-1.2.1 Cement. [Add the following]:

Portland cement shall be Type II or Type V.

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

Fly ash shall not be used.

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

203-5.2 Mix Design. [Add the following to this section]:

The tests and mix design shall be performed by a laboratory capable of performing the applicable ASTM tests. The original laboratory report shall be signed by the laboratory that performed the tests/mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the applicable ASTM tests. The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, filler (as determined from the tests, minimum and maximum), water (minimum and maximum), the design proportions of each component including additives, all test results used in producing the mix design and asphalt solids content based on the dry weight of aggregate and set-control agent usage. The Contractor shall submit for City approval the source of the rock and the gradation.

Prior to the time of delivery of each shipment of emulsified asphalt, the Contractor shall submit to the City test reports and certifications in accordance with Section 203-1.3 of the Standard Specifications. At the time of delivery of each shipment of aggregate, he shall also submit test reports from his vendors. No material shall be utilized until the certified reports have been checked by the City. Delays by the Contractor in furnishing the reports will not be grounds for any extension of Contract time.

The Agency will require up to 10 working days, from the time of receipt of the mix design, for evaluation of the material characteristics. This mix design will be used for the trial batches and test strips as described in Section 302-4.4.

203-5.4.2.1 Aggregate. [Add the following to this section]:

The grading of the combined aggregate and the percentage of emulsified asphalt shall be Type II and shall conform to the requirements indicated in Table 203-5.4.2.2.

Aggregate shall be dark in color from one material source.

203-5.4.2.4 Latex. [Add the following to this section]:

The emulsified asphalt shall have an additive of latex Ultra Pave 65K or approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two (2) percent of the weight of the emulsified asphalt. The cost for the latex additive shall be included in the unit price bid for Type II Slurry Seal.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density [Replace with the following:]

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

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 lower than that specified, the Contractor shall rework that portion until the specified density is

obtained. Retest of areas, which have failed compaction, will be performed by the Engineer at the Contractor's expense.

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 or 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.

300-1.2 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.

300-1.5 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 before or after the Cold Mill operation, 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.

300-4 UNCLASSIFIED FILL

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 Contactor's crews or otherwise serve in this management capacity. The City shall be present to verity 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 6-inches and a minimum width of 18-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. 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.

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.

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.

303-9 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.

PART 4 EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

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 of 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.

BID ITEM DESCRIPTIONS
MacKenzie Park Rehabilitation
Laguna Hills, California

GENERAL STANDARD SPECIFICATIONS

The Standard Specifications for the construction materials and construction methods as set forth in the "Standard Specifications for Public Works Construction", 2018 Edition shall be the Standard Provisions for all the Work to be done and the provisions of the Contract for the Work. In case of conflict between the Standard Specifications and these Technical Provisions, the Technical Provisions shall take precedence over and prevail over such conflicting portions.

Base Bid

Mobilization

Bid Items No. 34

Mobilization shall consist of preparatory work and operations including all of the labor, equipment, tools, supplies, costs, arrangements, and others that are necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed including, but not limited to, bonds, insurance, arranging and coordinating with the playground manufacturer, securing an adequate storage site for equipment and materials, and financing prior to beginning work on the various contract items on the project site.

The cost of time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period shall have been included in the bid.

PAYMENT

Payment for the preceding shall be included in the **LUMP SUM** for mobilization and shall be considered full compensation including the cost for obtaining all of the required business licenses and permits.

Traffic Control & Work Site Protection

Bid Item No. 1

1.1DESCRIPTION

Traffic control, construction signing, and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specifications and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, these Technical Provisions, and as directed by the Engineer.

1.2PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged new improvements as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.). If deemed necessary by the City, the Contractor shall repair, at its cost, the defective area in accordance with these Technical Provisions.

1.3CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed prior to starting work and shall not be removed until all work has been completed.

Also, in conjunction to the public relations effort, Contractor shall supply and erect project construction information signs at the designated locations as determined by the City. Such signs shall conform to the City's specifications. Specific verbiage to be determined by the City. There shall be a minimum of four (4) such signs posted.

1.4TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Technical Provisions.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment in the work zone or on adjacent roads is not permitted. Parking of construction equipment shall be confined to the approved storage site.

1.5RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide reasonable access to the existing park facilities and have no greater length or quantity of work under construction that can be properly constructed with a minimum of inconvenience to the public. Traffic lane closures shall be coordinated with the City Engineer. The contractor shall provide adequate notice to the City.

PAYMENT

Payment for traffic control shall be made at the contract **LUMP SUM** price bid and shall be considered full payment for furnishing all materials, labor, equipment, and all incidentals necessary to complete work in accordance with the Standard Specifications and these Technical Provisions.

Temporary Construction Fencing

Bid Item No. 2

Temporary Construction Fence shall be 6’ tall chain link fence with screening. Fence shall be secured and locked at all times. Fence shall be anchored and utilize base plates and sandbags for wind protection. Contractor shall remove graffiti immediately.

PAYMENT

Payment for **Temporary Construction Fence** shall be made at the contract unit price per **Lump sum (LS)** as set forth in the bid schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, incidentals, for the installation and maintenance and removal of the construction fence. No additional compensation will be allowed

Softscape Demolition

Bid Item No. 3

Softscape Demolition shall conform to Subsection 300-1 of the GREEN BOOK and shall include all clearing and grubbing for the construction of the new improvements, and any

clearing and grubbing and/or removal and replacement shown on the plans for which there is no bid item of work.
Clearing and grubbing shall include the removal and disposal of existing trees/shrubs and existing irrigation valves within the limits of work, as shown on the plans and as directed by the City. Contractor shall coordinate with the City prior to the removal of the existing. Any improvements, landscaping and irrigation destroyed by construction operations shall be replaced by the Contractor. Any replacement including plant materials and irrigation system shall be approved by the City prior to any construction. The Contractor shall control any dust that is caused by clearing and grubbing operations.
No additional compensation will be allowed for removal or disposal of any other materials, which may require special handling or disposal.

PAYMENT
Payment for **Softscape Demolition** shall be paid at the contract unit price per **Lump Sum (LS)**, and shall include full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

Earthwork
Bid Item No. 4
Earthwork, removal and grading, removal and disposal of unclassified excavation, structural excavation, import and placement of selected backfill in existing swale being replaced with underground storm drain, export of existing material as indicated on Plans, removal of asphalt concrete pavement, sidewalk, driveways, etc. for proposed improvements shall conform to the applicable portions of Section 300 of the Standard Specifications for Public Works Construction and recommendations of a Geotechnical Report prepared by Global Geo-Engineering, Inc. Such work shall include all the cost of all labor, equipment, tools, supplies, and all other costs required to:

- Arrange with DigAlert to mark all potential interfering underground wet and dry utilities within the work limits;
- To the extent possible search, identify, and mark other underground utilities that were not identified by DigAlert;
- Expose, cut, and cap all existing irrigation lines and components along the excavate limits;
- Excavate, remove, and properly dispose of existing interfering soil and landscape materials;
- Remove and dispose of all interfering tree roots and organic matters. Root prune as described on the Landscaping Plan; and
- Grade to the elevations shown on plans. Backfill all voids and holes with similar and clean materials. Import as needed.
- Remove, and dispose of existing subgrade and compact soil backfill under the new concrete walks, and other areas of work as shown on the Plans and in accordance with the Geotechnical Report.
- Import and placement of selected backfill.

PAYMENT
Payment for **Earthwork** shall be paid at the contract unit price **per Lump Sum (LS)**, and shall be paid based on the percentage of work completed. The compensation shall include the compliance with the requirements specified and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved and no additional compensation will be made therefor.

Water Pollution Control
Bid Item No. 5
Construction activities will be conducted in a manner to protect channels, storm drains, and bodies of water from pollution. Water pollution control work shall consist of activities necessary to meet the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Area wide Urban Storm Water Runoff Permit, the County's Drainage Area Management Plan (DAMP), The State's General Construction Activities Permit (Order No. 2022-0057-DWQ, NPDES No CAS000002, adopted September 8, 2022 and effective September 1, 2023), and as required by the Engineer. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Contractor shall install erosion and sediment control measures as indicated on Improvement Plans.

PAYMENT
Full compensation for Water Pollution Control shall be paid at the contract unit price per the **Lump Sum (LS)**, and shall include full compensation for all costs incurred by the Contractor for Implementing Best Management Practices, complying with the requirements of the Project's Erosion Control Plan and the cost of any required permits and no additional compensation will be made therefore. Payment shall be on a lump sum basis of the percentage of total contract work performed.

Trees (CFCI)
Bid Item No. 6
Work under this bid item shall include all costs associated with the furnishing and installation of the Trees from various box sizes as indicated on the Planting Plans and Planting Schedule in the Construction Documents and specifications Section 32 90 00 Landscaping.

PAYMENT
Payment for **Tree** shall be paid for at the contract price per **Each (EA)** as set forth in the bid schedule and shall include full compensation for all labor, materials, tree stakes, tree brace, tools, equipment, and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

90-Day Maintenance
Bid Item No. 7
Work under this bid item shall include all costs associated with the Ninety Day Maintenance Period per technical specifications Section 32 93 95 and as per the direction of the City Engineer.

PAYMENT
Payment for the **Ninety Day Maintenance** shall be made at the **Lump Sum (LS)** contract unit price bid as shown in the Bid Schedule and shall include full compensation for all labor, materials, tools, equipment, mulching, removals and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Drinking Fountain Demo
Bid Item No. 8
Perform Drinking Fountain demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing and properly disposing of the drinking fountain and all necessary other aspects of the existing drinking fountain system that aren't to be repurposed as outlined in the plans.

1.1 DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.
Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.
Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility. Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.3 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT
Payment for drinking fountain demolition shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

Drinking Fountain Paving Demo
Bid Item No. 9

Unless separately designated, **Drinking Fountain Paving Demo** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the **Engineer**. All removal of asphalt concrete, base material, debris, concrete, curbs, berms, pipes, structures, foundations, fences, and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Drinking Fountain Paving Demo.**

PAYMENT
Payment for **Drinking Fountain Paving Demo** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Drinking Fountain
Bid Item No. 10
Work under this bid item shall include all costs associated with the installation of all **Drinking Fountain** as provided by (purchased by) the Contractor and specifications Section 12 93 00 Site Furnishings and Miscellaneous Materials and as required by product manufacturers installation instructions.

PAYMENT
Payment for the **Drinking Fountain** shall be paid at their respective contract unit prices per **Lump Sum (LS)** as indicated in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, fittings, footings, hardware, and incidentals for doing all work involved in hauling, lifting, assembling for the installation complete, permanently attached in place as shown on the plans and Manufacturer's instructions. No additional compensation shall be allowed.

Concrete Paving at Drinking Fountain
Bid Item No. 11
Work under this bid item shall include all costs associated with the construction of **Concrete Paving at Drinking Fountain** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4" Thk. Reinforced Concrete Walkway over 8" Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed, No additional compensation will be allowed.

PAYMENT
Payment for Bid Items **Concrete Paving at Drinking Fountain** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional

cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

Concrete Retaining Curb at Drinking Fountain
Bid Item No. 12
Work under these bid items shall include all costs associated with the construction of concrete **Concrete Retaining Curb at Drinking Fountain** with color and finish as indicated on the Civil Plans/Landscape Plans and Landscape Construction Material Schedule **(C-101)** Landscape Layout Plans, and the Landscape Construction Material Schedule on sheet L-300 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete.

PAYMENT
Payment for Bid Items under **Concrete Retaining Curb at Drinking Fountain** shall be at the contract unit price for **Linear Foot (LF)** as set forth in the Project Bid Schedule shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, base materials, aggregate, sealers, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement Concrete Curbs, complete in-place, reinforcement, jointing, and scoring, finishing as shown on the Plans. No additional compensation shall be allowed.

Modify Lawn and Irrigation at Drinking Fountain
Bid Item No. 13
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **Modify Law and Irrigation at Drinking Foutain** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Existing Monument Sign Demo
Bid Item No. 14
Unless separately designated, Existing Monument Sign Demo shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the **Engineer**. All removal of sign material,

debris, concrete, foundations and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Existing Monument Sign Demo**

PAYMENT
Payment for **Existing Monument Sign Demo** shall be paid at the contract unit price per **Lump Sum (LS)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Monument Sign
Bid Item No. 15
Work under these bid items shall include all costs associated with the construction of Monument Sign with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(W-101A)** on sheet L-300 in the Construction Documents and specifications Section 09 96 23 Graffiti Resistant Coating.

PAYMENT
Payment for Bid Items under Monument Sign shall be at the contract unit price for **Lump Sum (LS)** as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, inspections, testing, sealers and anti-graffiti coatings, water proofing, reinforcement, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and construction Cast-in-place (CIP) and including footings as shown on the plans, specifications. No additional compensation shall be allowed.

Modify Lawn and Irrigation at Monument Sign
Bid Item No. 16
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **Modify Law and Irrigation at Monument Sign** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Paving Demo at Tennis Court Entry
Bid Item No. 17
Unless separately designated, **Paving Demo at Tennis Court Entry** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. All removal of asphalt concrete, base material, debris, concrete, curbs, berms, pipes, structures, foundations, fences, and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Paving Demo at Tennis Court Entry.**

PAYMENT
Payment for **Paving Demo at Tennis Court Entry** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Tree Removal at Tennis Court Entry
Bid Item No. 18
Tree Removal shall conform to Subsection 300-1 of the GREEN BOOK. Work shall include the removal and disposal of identified for removal existing trees within the limits of work, as shown on the plans and as directed by the City. Contractor shall coordinate with the City prior to the removal of the existing trees. Any improvements, landscaping and irrigation destroyed by construction operations shall be replaced by the Contractor. Any replacement including plant materials and irrigation system shall be approved by the City prior to any construction. The Contractor shall control any dust that is caused by clearing and grubbing operations.
No additional compensation will be allowed for removal or disposal of any other materials, which may require special handling or disposal.

PAYMENT
Payment for **Tree Removal at Tennis Court Entry** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for providing all labor, materials, equipment, and other related work as required. No additional compensation shall be allowed. Payment for this item of work shall be paid as a percentage of completed work to date.

Adjust Utility Pull Box to Grade at Tennis Court Entry
Bid Item No. 19
The Contractor shall adjust existing pull box to grade at locations shown on the Plans.

PAYMENT
Payment for this item shall be at the contract unit price per **Each (EA)** and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved.

Concrete Paving at Tennis Court Entry
Bid Item No. 20

Work under this bid item shall include all costs associated with the construction of **Concrete Paving at Tennis Court Entry** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4" Thk. Reinforced Concrete Walkway over 8" Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed.

PAYMENT
Payment for Bid Items **Concrete Paving at Tennis Court Entry** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

Concrete Stairs and Handrail at Tennis Court Entry
Bid Item No. 21
Work under this bid item shall include all costs associated with the construction concrete stairs and fabrication and installation of themetal handrail with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(ST-101, R-101)** on sheet L-300 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, Section 05 50 00 Metal Fabrications, No additional compensation will be allowed. All railings shall be set plum and shall be accessible, complying with the 2022 CBC.

PAYMENT
Payment for Bid Items **Concrete Stairs and Handrail at Tennic Court Entry** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, aluminum safety tread, hardware, stone, grout, base materials, sand, aggregate, rock, aggregate pebbles for finishes, steel pipe and posts, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant, installing, grouting and steel railing for handrails and stairs complete in-place as shown on the Plans. No additional compensation shall be allowed.

Modify Lawn and Irrigation at Tennis Court Entry
Bid Item No. 22
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated

on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT

Payment for **Modify Law and Irrigation at Tennis Court Entry** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

New Planting and Irrigation at Tennis Court Entry

Bid Item No. 23

Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new planting from, various box and gallon sizes as indicated on the Planting Plans and Planting Schedule, around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 90 00 Landscaping and Section 32 93 95 90 Day Maintenance

PAYMENT

Payment for **New Planting and Irrigation at Tennis Court Entry** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of shrubs from various gallon size including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

Playground Demo

Bid Item No. 24

Perform demolition of the existing playground structures work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing above ground playground equipment and all below grade concrete footings and structures.

1.1 DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no

later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.
Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.
Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility. Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.3 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for demolition and site clearing shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

Concrete Paving Demo at Playground
Bid Item No. 25

Unless separately designated, **Concrete Paving Demo at Playground** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. All removal of asphalt concrete, base material, debris, concrete, curbs, berms, pipes, structures, foundations, fences, and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Concrete Paving Demo at Playground.**

PAYMENT

Payment for **Concrete Paving Demo at Playground** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Playground Paving Demo
Bid Item No. 26

Unless separately designated, **Playground Paving Demo** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth

indicated on the plans or as directed by the Engineer. All removal of base material and rubberized surfacing and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Playground Paving Demo.**

PAYMENT
Payment for **Playground Paving Demo** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Retaining Wall and Sand Pit Demo
Bid Item No. 27
Unless separately designated, **Retaining Wall and Sand Pit Demo** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. All removal of base material, concrete wall, footings, sand material and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Retaining Wall and Sand Pit Demo.**

PAYMENT
Payment for **Retaining Wall and Sand Pit Demo** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Flush Concrete Header
Bid Item No. 28
Work under these bid items shall include all costs associated with the construction of concrete **Flush Concrete Header** with color and finish as indicated on the Civil Plans/Landscape Plans and Landscape Construction Material Schedule **(P-102)**. Landscape Layout Plans, and the Landscape Construction Material Schedule on sheet L-300 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete.

PAYMENT
Payment for Bid Items under **Flush Concrete Header** shall be at the contract unit price for **Linear Foot (LF)** as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, base materials, aggregate, sealers, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement Concrete Bands complete in-place, reinforcement, jointing, and scoring, finishing as shown on the Plans. No additional compensation shall be allowed.

Rubber Play Surface with Base
Bid Item No. 29

Work for this item shall be conducted as described in Section 32 18 16 Synthetic Resilient Surfacing and as indicated in the Plans and Landscape Construction Material Schedule **(P-601).** Colors and Layout shall be as indicated on the Construction Plans.

PAYMENT
Payment for **Rubber Play Surface with Base** shall be at the contract unit price per **Square Foot (SF)** as set forth in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, base materials, sealers, binders, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement poured-in-place Resilient Thermal Plastic Vulcanized Play Surfacing including base complete in-place as shown on the Plans and as directed by the City Engineer. No additional compensation shall be allowed.

Purchase and Delivery of Playground Equipment
Bid Item No. 30
Work under this bid item shall include all costs associated with the purchase, submittals and final approvals of Play Equipment with color and finish and play features as indicated on the Plans, Landscape Construction Material Schedule on sheet L-300 **(PE-101, PE-102, PE-103, PE-104, PE-105)**, technical specifications Section 02 88 20 – Playground Equipment, and Play Equipment Manufacturer's Quote # 1194886-03-04. All play components shall be purchased by the contractor. The contractor shall be responsible for accepting delivery and providing secure storage.

PAYMENT
Payment for Play Equipment shall be at the Lump Sum (LS) contract unit as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all play equipment as shown on the plans.
This payment shall also include permitting, taxes and shipping, and procurement of the manufacturer's engineered drawings, and completion of deferred submittals. No additional compensation shall be allowed.

Installation of Playground Equipment
Bid Item No. 31
Work under this bid item shall include all costs associated with the preparation and installation of Play Equipment with color and finish and play features as indicated on the Plans, Landscape Construction Material Schedule on sheet L-300 **(PE-101, PE-102, PE-103, PE-104, PE-105)**, technical specifications Section 02 88 20 – Playground Equipment, and Play Equipment Manufacturer's Quote # 1194886-03-04. All play components shall be installed by the contractor per the project technical specifications. The contractor shall be responsible for accepting delivery and providing secure storage. Play equipment installer shall be factory certified. The contractor shall be responsible for coordinating access for the construction of play equipment and rubberized surfacing, protecting each through construction operations.
The contractor shall be responsible for verifying and respecting all equipment fall zones and play area boundaries. All play areas and playground elements shall be accessible. All equipment clearances and deck heights shall be per the manufacturer's installation plans. All deck heights shall be coordinated with the rubber surfacing installer to ensure

proper thickness to meet HIC requirements. Drains shall be located plans. Drain conflicts with utilities and footings shall be brought to the attention of the City Engineer and Landscape Architect immediately. Subbase thickness, drain grate elevations and locations, and invert elevations shall be reviewed by the City Engineer and Landscape Architect prior to the placement of subbase.
The contractor shall retain an Independent Certified Playground Safety Inspector. This inspector shall provide a Safety Inspection report per the requirements of the project specifications. All corrections noted in the report shall be corrected as a part of this Bid Item.
Play equipment footings shall be as indicated in the construction plans and per the play equipment manufacturer's drawings. Footing recommendations shall comply with the requirements of the geotechnical report. Foundation / footing design by the play equipment manufacturer shall be constructed per manufacture provided structural plans and calculations. Refer to Section 02 88 20 – Playground Equipment.

PAYMENT
Payment for Play Equipment shall be at the Lump Sum (LS) contract unit as set forth in the Project Bid Schedule and shall be considered full compensation for installing, providing: labor, materials, tools, equipment, fittings, electrical work (associated with play equipment), footings, concrete, hardware, corrections, and incidentals for doing all work involved in purchasing, delivery unloading, erecting and assembling all play equipment operative in place as shown on the plans, specifications, structural details and calculations, and manufacturer's engineered drawings and instructions. No additional compensation shall be allowed.

Modify Lawn and Irrigation at Playground
Bid Item No. 32
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **Modify Law and Irrigation at Playground** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

New Planting and Irrigation at Playground

Bid Item No. 33

Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new planting from, various box and gallon sizes as indicated on the Planting Plans and Planting Schedule, around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 90 00 Landscaping and Section 32 93 95 90 Day Maintenance

PAYMENT

Payment for **New Planting and Irrigation at Playground** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of shrubs from various gallon size including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
MacKenzie Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #1 – ADA Compliance Pathway Replacement

Paving Demo of Existing Park Walkway North of Playground
Bid Item No. 35

Unless separately designated, **Paving Demo of Existing Park Walkway North of Playground** shall include saw cutting, excavating, loading, stockpiling, hauling, and disposing of surplus material to the depth indicated on the plans or as directed by the Engineer. All removal of asphalt concrete, base material, debris, concrete, curbs, berms, pipes, structures, foundations, fences, and all other interfering items within limits of construction shall be removed and disposed of in the legal manner and will be considered part of **Paving Demo of Existing Park Walkway North of Playground.**

PAYMENT

Payment for **Paving Demo of Existing Park Walkway North of Playground** shall be paid at the contract unit price per **Square Foot (SF)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Concrete Paving at Tennis Court Entry
Bid Item No. 36

Work under this bid item shall include all costs associated with the construction of **Concrete Paving at Pathway** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4” Thk. Reinforced Concrete Walkway over 8” Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed.

PAYMENT

Payment for Bid Items **Concrete Paving at Pathway** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

Modify Lawn and Irrigation at Pathway
Bid Item No. 37

Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and

reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT

Payment for **Modify Law and Irrigation at Pathway** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
MacKenzie Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #2 – New Site Furniture

Demo Existing Site Furniture

Bid Item No. 38

Perform Site Furniture demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing and properly disposing of all identified and all necessary other aspects of the existing site furniture that aren't to be repurposed as outlined in the plans.

1.1DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.
Burning of removed materials is not permitted.

1.2CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for site furniture demolition shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

Purchase and Delivery New Site Furniture

Bid Items No. 39, 41, 43

Work under this bid item shall include all costs associated with the purchase and delivery of all **New Site Furnishings** as provided by the contractor.

PAYMENT

Payment for the **New Site Furnishings** shall be paid at their respective contract unit prices per **Each (EA)** as indicated in the Bid Schedule and shall be considered full compensation for procuring and arranging delivery of all site furnishings pieces, including applicable taxes and freight. No additional compensation shall be allowed.

Installation New Site Furniture

Bid Items No. 40, 42, 44

Work under this bid item shall include all costs associated with the installation of all **New Site Furnishings** as provided by under Bid Items 40, 42 and 44 and specifications Section 12 93 00 Site Furnishings and Miscellaneous Materials and as required by product manufacturers installation instructions.

PAYMENT

Payment for the **New Site Furnishings** shall be paid at their respective contract unit prices per **Each (EA)** as indicated in the Bid Schedule and shall be considered full compensation for furnishing labor for installation only and incidentals for doing all work involved in hauling, lifting, assembling for the installation of all Site Furnishings complete, permanently attached in place as shown on the plans and Manufacturer's instructions. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
MacKenzie Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #3 – Drinking Fountain at Tennis Court Entry

Drinking Fountain Demo at Tennis Court

Bid Item No. 45

Perform Drinking Fountain demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations. This includes all costs associated with removing and properly disposing of the drinking fountain and all necessary other aspects of the existing drinking fountain system that aren't to be repurposed as outlined in the plans.

1.2 DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each workday and transported legally for disposal at a qualified site. If hazardous materials are encountered, notify the City Inspector immediately.

Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.

Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility. Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.4 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for drinking fountain demolition shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

Drinking Fountain at Tennis Court

Bid Item No. 46

Work under this bid item shall include all costs associated with the installation of all **Drinking Fountain at Tennis Court** as provided by (purchased by) the Contractor and

specifications Section 12 93 00 Site Furnishings and Miscellaneous Materials and as required by product manufacturers installation instructions.

PAYMENT
Payment for the **Drinking Fountain at Tennis Court** shall be paid at their respective contract unit prices per **Lump Sum (LS)** as indicated in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, fittings, footings, hardware, and incidentals for doing all work involved in hauling, lifting, assembling for the installation complete, permanently attached in place as shown on the plans and Manufacturer's instructions. No additional compensation shall be allowed.

Concrete Paving at Drinking Fountain at Tennis Court
Bid Item No. 47
Work under this bid item shall include all costs associated with the construction of **Concrete Paving at Drinking Fountain at Tennis Court** with color and finish as indicated on the Plans and the Landscape Construction Material Schedule **(P-101)** on sheet L-300 in the Construction Documents and specifications Civil Section 4" Thk. Reinforced Concrete Walkway over 8" Crushed Aggregate Base, Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete, No additional compensation will be allowed, No additional compensation will be allowed.

PAYMENT
Payment for Bid Items **Concrete Paving at Drinking Fountain at Tennis Court** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, hardware, stone, grout, base materials, sand, aggregate, rock, sealers, sealant, tools, equipment, containers, and incidentals, and for doing all work involved in subgrade preparation, forming, and placement paving complete in-place with thickened edge, reinforcement, jointing, and scoring, finishing, including additional cleaning, taping, masking required for joint sealant as shown on the Plans. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
MacKenzie Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #4 – Playground Drainage

Install 4" PVC SDR35 Drain Pipe
Bid Item No. 48

Installation of 4" PVC drain line shall be as shown per the project plans. Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for PVC shall be 4" PVC SDR35 for the installation. Location for installation of PVC shall be verified prior to construction.

PAYMENT

Payment for **Install 4" PVC SDR35 Drain Pipe** shall be paid at the contract unit price per **Linear Foot (LF)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Install 6" PVC SDR35 Drain Pipe
Bid Item No. 49

Installation of 6" PVC drain line shall be as shown per the project plans. Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for PVC shall be 6" PVC SDR35 for the installation. Location for installation of PVC shall be verified prior to construction.

PAYMENT

Payment for **Install 6" PVC SDR35 Drain Pipe** shall be paid at the contract unit price per **Linear Foot (LF)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

NDS 1200 Square Polypropylene Catch Basin w/ 1212 Solid Grate
Bid Item No. 50

Installation of NDS 1200 Square Polypropylene Catch Basin w/ 1212 Solid Grate shall be as shown per the project plans. Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for polypropylene for the installation. Location for installation of grate shall be verified prior to construction.

PAYMENT

Payment for **NDS 1200 Square Polypropylene Catch Basin w/ 1212 Solid Grate** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

NDS 1200 Square Polypropylene Catch Basin w/ 1212 Green Grate
Bid Item No. 51
Installation of NDS 1200 Square Polypropylene Catch Basin w/ 1212 Green Grate shall be as shown per the project plans. Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for polypropylene for the installation. Location for installation of grate shall be verified prior to construction.

PAYMENT
Payment for **NDS 1200 Square Polypropylene Catch Basin w/ 1212 Green Grate** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Drain Inlet Under Rubberized Surface Playground
Bid Item No. 52
Installation of Drain Inlet under Rubberized Surface Playground shall be as shown per the project plans. Drain, Pipes, connections, and other work included shall conform to the applicable Standard Plans for Public Works Construction as shown on the project plans, the Special Provisions and these Technical Specifications, unless otherwise noted. Material for polypropylene for the installation. Location for installation of grate shall be verified prior to construction.

PAYMENT
Payment for **Drain Inlet Under Rubberized Surface Playground** shall be paid at the contract unit price per **Each (EA)**, and shall include full compensation for providing all labor, backfill, trenching, saw cutting, materials, equipment, and other related work as required. No additional compensation shall be allowed.

Flush Concrete Header
Bid Item No. 53
Work under these bid items shall include all costs associated with the construction of concrete **Flush Concrete Header** with color and finish as indicated on the Civil Plans/Landscape Plans and Landscape Construction Material Schedule **(P-102)**. Landscape Layout Plans, and the Landscape Construction Material Schedule on sheet L-300 in the Construction Documents and specifications Section 03 10 00 Formwork, Section 03 30 53 Miscellaneous Concrete.
PAYMENT
Payment for Bid Items under **Flush Concrete Header** shall be at the contract unit price for **Linear Foot (LF)** as set forth in the Project Bid Schedule and shall be considered full compensation for cleaning, furnishing labor, materials, integral coloring agents, acid finishes, base materials, aggregate, sealers, tools, equipment, containers, and

incidentals, and for doing all work involved in subgrade preparation, forming, and placement Concrete Bands complete in-place, reinforcement, jointing, and scoring, finishing as shown on the Plans. No additional compensation shall be allowed.

Modify Lawn and Irrigation at Playground due to Drainage
Bid Item No. 54
Work under this bid item shall include all costs associated with modifying the existing irrigation system and installing new sod around paving improvement areas. This scope includes any costs associated to modifying the existing automatic irrigation system, such as reprogramming of controllers, moving valve boxes as needed, repair and reconnections of areas damaged that are outside of new irrigation scope, as indicated on the Irrigation Plans in the Construction Documents and specifications Section 32 84 00 Irrigation, Section 32 92 23 Sod and Section 32 93 95 90 Day Maintenance

PAYMENT
Payment for **Modify Law and Irrigation at Playground due to Drainage** shall be at the **Square Foot (SF)** contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing all materials, labor, service connections, and irrigation equipment, such as rotors, rotary nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, wireless remote controls, data connections, backflow preventer, quick couplers and irrigation controller, wire, decoders, gate valves, conduit, repairs or modifications to existing mainline/lateral/valves/irrigation heads/drip/wiring as described in the plans and specifications for the Irrigation System complete and operational in place as shown on the plans and specifications with acceptance from the City's Maintenance Division and Local Water District. And installation of turf from sod including all labor, material, tools, equipment, watering and incidentals for doing all work involved to complete in place. No additional compensation shall be allowed.

BID ITEM DESCRIPTIONS
MacKenzie Park Rehabilitation
Laguna Hills, California

Additive Alternate Bid #5 – Alternate Park Sign

Stone and Metal Monument Sign (W101-B)

Bid Item No. 55

In Lieu of Bid Item 15, the **STONE AND METAL MONUMENT SIGN (W101-B)** shall include all necessary materials, footings, tools, excavating, fabrication, reinforcement, slurry, hardware, tools, cmu block, stone classing, metal signage and brackets, shop drawings and any other material or services needed to install the Monument Sign W101-B as shown on the project plans and details. All work will be considered part of the **STONE AND METAL MONUMENT SIGN (W101-B) Additive Alternate Bid #5.**

PAYMENT

Payment for **STONE AND METAL MONUMENT SIGN (W101-B)** shall be paid at the contract unit price per **Lump Sum (LS)**, and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required in conformity with the plans & specifications.

Appendix A – Technical Specifications

CITY OF LAGUNA HILLS, CALIFORNIA

PLANS AND SPECIFICATIONS

FOR

MacKenzie Park

25222 MacKenzie Street
Laguna Hills, CA 92653

Prepared By:

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March 05, 2026

SPECIFICATIONS & CUT SHEETS

FOR MACKENZIE PARK RENOVATION PROJECT

IN THE CITY OF LAGUNA HILLS, CALIFORNIA

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TECHNICAL PROVISIONS

MACKENZIE PARK IMPROVEMENTS, LAGUNA HILLS

GENERAL STANDARD SPECIFICATIONS

The Standard Specifications for the construction materials and construction methods as set forth in the "Standard Specifications for Public Works Construction", 2018 Edition and supplements shall be the Standard Provisions for all the Work to be done and the provisions of the Contract for the Work. In case of conflict between the Standard Specifications and these Technical Provisions, the Technical Provisions shall take precedence over and prevail over such conflicting portions.

MOBILIZATION
BID ITEM 1:

Mobilization shall consist of preparatory work and operations including all of the labor, equipment, tools, supplies, costs, insurance, arrangements, and all others that are necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed including, but not limited to, bonds, insurance, securing an adequate storage site for equipment and materials, and construction site fencing prior to beginning work on the various contract items on the project site.

The cost of time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period shall have been included in the bid.

PAYMENT

Payment for the preceding shall be included in the **LUMP SUM** for mobilization and shall be considered full compensation including the cost for obtaining all the required business licenses and permits.

TRAFFIC CONTROL AND WORK SITE PROTECTION
BID ITEM 2:

1.1 DESCRIPTION

Traffic control, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specifications and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" and "Manual on Uniform Traffic Controls" published by the Department of Transportation, State of California, these Technical Provisions, and as directed by the Engineer.

1.2 PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during all phases of the work. The Contractor shall repair all damaged new improvements as a result

of vandalism (i.e., vehicle tracks, footprints, writing, etc.). If deemed necessary by the City, the Contractor shall repair, at its cost, the defective area in accordance with these Technical Provisions.

1.3 CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed prior to starting work and shall not be removed until all work has been completed.

Also, in conjunction to the public relations effort, Contractor shall supply and erect project construction information signs at the designated locations as determined by the City. Such signs shall conform to the City's specifications. Specific verbiage to be determined by the City. There shall be a minimum of two (2) such signs posted.

1.4 TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Technical Provisions.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to the park drive areas.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking for construction equipment in the work zone or on adjacent roads is not permitted. Parking of construction equipment shall be confined to the approved storage site.

1.5 STRIPING

Temporary striping and marking for traffic control if required shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

1.6 RESTRICTIONS ON SITE CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide reasonable access to the existing park facilities and have no greater quantity of work under construction that can be properly constructed with a minimum of inconvenience to the public.

PAYMENT

Payment for traffic control shall be made at the contract **LUMP SUM** price bid and shall be considered full payment for furnishing all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Technical Provisions.

DEMOLITION AND SITE CLEARING
BID ITEM 3, 8, 14, 18, 23, 25, 42:

Perform demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations.

Provide services for effective air and water pollution controls as required by City and County Air Pollution Control District and the Southern California Air Quality Management District.

1.1 DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each work day and transported legally for disposal at a qualified site.

If hazardous materials are encountered, notify the City Inspector immediately.

Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.

Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility.

Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.3 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and the new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for demolition and site clearing shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, AND CONCRETE IMPROVEMENTS
BID ITEM 4, 9, 17, 26, 27, 28, 39:

Earthwork, removal and grading, removal and disposal of unclassified excavation, structural excavation, export of existing material as indicated on Plans, removal of asphalt concrete pavement, sidewalk, driveways, etc. for proposed improvements shall conform to the applicable portions of Section 300 of the Standard Specifications for Public Works Construction and recommendations of a Geotechnical Report prepared by Global Geo-Engineering, Inc. Such work shall include all the cost of all labor, equipment, tools, supplies, and all other costs required to:

- Arrange with DigAlert to mark all potential interfering underground wet and dry utilities within the work limits;
- To the extent possible search, identify, and mark other underground utilities that were not identified by DigAlert;
- Expose, cut, and cap all existing irrigation lines and components along the excavate limits;
- Excavate, remove, and properly dispose of existing interfering soil and landscape materials;
- Remove and dispose of all interfering tree roots and organic matters. Root prune as described on the Landscaping Plan; and
- Grade to the elevations shown on plans. Backfill all voids and holes with similar and clean materials. Import as needed.
- Remove, and dispose of existing subgrade and compact soil backfill under the new concrete walks, pickleball courts, and other areas of work as shown on the Plans and in accordance with the Geotechnical Report.

PAYMENT

Payment for this item shall be made per the contract **LUMP SUM** bid price for removal and disposal/export of excavated material and no additional compensation for this item of work shall be made.

WATER POLLUTION CONTROL
BID ITEM 5:

Construction activities will be conducted in a manner to protect channels, storm drains, and bodies of water from pollution. Water pollution control work shall consist of activities necessary to meet the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Area wide Urban Storm Water Runoff Permit, the County's Drainage Area Management Plan (DAMP), The State's General Construction Activities Permit (Order No. 2022-0057-DWQ, NPDES No CAS000002, adopted September 8, 2022 and effective September 1, 2023), and as required by the Engineer. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Contractor shall install erosion and sediment control measures as indicated on Improvement Plans.

PAYMENT

Payment for water pollution control shall be at the contract **LUMP SUM** bid price and shall be full compensation for all items of work and all appurtenant work including installation of all erosion and sediment control measures and furnishing all labor, materials, tools, equipment and incidentals.

4" THICK REINFORCED CONCRETE WALKWAY OVER 8" CRUSHED AGGREGATE BASE
BID ITEM 11, 20, 34, 40:

All concrete work shall conform to Section 201-1 of the Standard Specifications and these Special Provisions.

PRODUCTS

1.1 CRUSHED AGGREGATE BASE

A. Crushed aggregate base will consist of entirely crushed rock and rock dust conforming to the requirements of Subsection 200-1.2 for ¾-inch crushed aggregate, of the Standard Specifications. Percentage of wear and grading will conform to Subsections 200-2.2.1 and 200-2.2.2 of the Standard Specifications. Maximum size aggregate will be ¾-inch.

1.2 CONCRETE FLATWORK

A. Concrete flatwork shall be 520-C-2500. Curing compound shall be Type 2 (if required).

PAYMENT

Payment for 6" thick concrete walkway over 6" thick crushed aggregate base shall be per **SQUARE FOOT**, complete in place, and shall be in conformance with the provisions of Subsection 201-2.4, "Measurement and Payment" of the Standard Specifications. Full compensation for labor, materials, and equipment to complete the construction is considered as included in the price paid, and no additional compensation shall be made.

PVC DRAIN PIPE, BROOKS DRAIN BOX, DRAIN INLETS, AND REMOVAL OF DRAIN INLET BOX LID
BID ITEM 29, 30, 31, 32, 33:

These items are for the construction of drainage improvements shall conform to Standard Specifications and to the details shown on Improvement Plans.

PAYMENT

Payment for installation of 4" and 6" PVC SDR 35 drain pipe and 4" PVC pipe shall include excavation, backfill and backfill compaction and shall be paid at the contract unit price bid per **LINEAR FOOT** and no additional compensation shall be made. Payment for this item shall also include connecting the proposed PVC drain to existing inlet box per details on plans.

Payment for drain inlets and removal of top box of existing inlet and placing a lid at bottom of

existing box shall be paid at the contract unit price bid per **EACH** and no additional compensation shall be made.

ADJUST EXISTING PULL BOX TO GRADE
BID ITEM 19:

The Contractor shall adjust existing pull box to grade at locations shown on the Plans.

PAYMENT

Payment for this item shall be at the contract unit price per **EACH** and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved.

SECTION 01 56 39- TEMPORARY TREE PROTECTION

PART 1: GENERAL

1.01 GENERAL CONDITIONS

Requirements of "General Conditions of the Contract" and of Division 1, "General Requirements", apply to work in this Section with same force and effect as though repeated in full herein.

1.02 DESCRIPTION OF WORK

Furnish all materials, labor, transportation, services, and equipment necessary to protect existing trees as indicated on Drawings and as specified herein. Prior to the start of demolition, the contractor shall meet on site with the City Engineer.

Work related in other Sections:

1. Section 32 84 00 – Irrigation
2. Section 32 90 00 - Planting
3. Section 32 92 23 – Sod
4. Section 32 93 95 – 90 Day Maintenance

1.03 TERMINOLOGY

Pruning terminology to be utilized as developed by the National Arborist Association and is herein attacked.

1.04 SUBMITTALS

Certification:

1. Submit written certification by a qualified Arborist that trees indicated to remain have been protected during course of construction in accordance with recognized standards and that where damage did occur, trees were promptly and properly treated.
2. Indicate which damaged trees, if any, are incapable of retaining full growth potential and are recommended to be replaced.

3. Arborist - an individual currently a member of the National Arborist Association or International Society of Arboriculture and verify proof of certification by such organization.

1.05 QUALITY ASSURANCE

Arborist Qualifications: Engage a qualified certified Arborist who has successfully completed tree protection and trimming, to perform the following work:

1. Remove branches from trees that are to remain.
2. Recommend procedures to compensate for loss of roots and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.
3. Recommend procedures for excavation and grading work juxtaposed to established plants.
4. Perform tree repair work for damage incurred by new construction.
5. Pruning to conform to ISA Pruning Standards and National Arborist Association Class I-IV as specified.

1.06 PROJECT CONDITIONS

Temporary Protections: Provide temporary fencing, barricades, or other suitable guards located outside dripline to protect trees and other plants that are to remain from damage. Tree protection fence / barrier shall be as indicated in the construction documents. At a minimum tree protection shall consist of a 6’ chain-link fence around significant trees. Trees on slopes shall be protected with a 3’ orange snow fence with wood stakes. Fences shall protect tree branches and the tree’s rootzone.

Protect Root Systems:

1. Do not store construction materials, debris, or excavated material within dripline of trees to remain.
2. Do not permit vehicles within dripline of existing trees.
3. Restrict foot traffic to prevent excessive compaction of soil over root systems within dripline.

PART 2: PRODUCTS

2.01 MATERIALS

Drainage Fill: Selected stone or gravel, graded to pass a 3-inch sieve and retained on a 1-inch sieve.

New Topsoil:

1. Fertile, friable, surface soil, containing natural loam.
2. Obtain from local sources or from areas having similar characteristics to indigenous topsoil.
3. Provide topsoil that is reasonably free of subsoil and clay lumps, and free of brush, weeds, roots, stones larger than 2-inches and free of other extraneous or toxic matter harmful to plant growth.
4. Obtain topsoil only from well-drained sites where soil occurs in depth of 4-inches or more. Do not obtain from bogs or marshes.
5. Topsoil, prior to use, must be laboratory tested for horticulture suitability and such test must be approved by Owner's Authorized Representative prior to placement.
6. Utilize mulch from tree removals, or purchase and place 2" medium grind mulch, or utilize mulch as provided by the City.
7. Water, clean domestic or well water shall be utilized for watering to maintain trees and shrubs that are to be protected.

PART 3: EXECUTION

3.01 GENERAL

Protect tree root systems from damage due to noxious materials caused by runoff or spillage during mixing, placement, or storage of construction materials. Protect root systems from flooding, eroding, or excessive wetting resulting from dewatering operations.

Do not allow fires under or adjacent to trees or other plants that are to remain.

Branches may be removed for construction purposes only upon approval of Owner's Authorized Representative or Arborist and subject to local governing agency ordinances.

1. Where directed by City Engineer or Arborist, extend pruning operation to restore natural shape of entire tree.
2. Cut branches and roots, if required, with sharp pruning instruments. Do not break or chop.

Mulch shall be placed to protect tree root zones. Mulch shall be 6” to 8” thick organic mulch. Do not place mulch within 6” of tree trunks. For Oak trees, do not place mulch within 24” of tree trunk.

3.02 ON-GOING MAINTENANCE / TREE AND SHRUB WATERING

A. Provide maintenance of existing trees and shrubs that are indicated in the drawings as “protect in place”

B. Maintenance shall consist of watering, weed control, mulching, re-staking, pruning / trimming, tightening, restoration of planting saucers, aeration where areas have been compacted, and furnishing and applying such sprays and invigorants as are necessary to maintain the plants free of insects and disease and in thriving condition.

C. Irrigate planting areas as required to ensure active growth. Maintain planting areas in a moist, but not saturated, condition. Regulate irrigation as necessary to avoid erosion and gullying.

1. Supplemental hand watering may be required to maintain new and existing planting.

2. When hand watering, use water wand to break the water force.

3.03 EXCAVATION AROUND EXISTING TREES

Excavate within proximity of existing trees only where indicated on Drawings. Do not machine-excavate within dripline. Consult City Engineer, City Arborist and Landscape Architect prior to excavating thru a trees drip line.

1. Acceptable methods are hand digging, boring, and air-spade under the supervision of the City’s Arborist.

Where excavating for new construction is required within dripline of trees, hand-excavate to minimize damage to root systems. Provide sheeting at excavations if required. Use narrow-tine spading forks and comb soil to expose roots.

2. Relocate roots in backfill areas wherever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking. If encountered immediately adjacent

to location of new construction and relocation is not practical, cut roots approximately 3-inches back from new construction.

Do not allow exposed roots to dry out before permanent backfill is placed. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in moist condition and temporarily support and protect from damage until permanently relocated and covered with earth.

3. Root greater than 3” in diameter shall be protected within 3 hours of excavation.
4. Roots greater than 3” in diameter shall not remain unprotected at the end of a workday.

Where trenching for utilities is required within dripline, tunnel under or around roots by hand digging. Do not cut main lateral roots or tap roots; cut only smaller roots that interfere with installation of new work. Cut roots cleanly with sharp, appropriate pruning instruments. Do not break or chop roots.

Prune branches to balance loss to root system caused by damage or cutting of root system as directed by Owner’s Authorized Representative or Arborist.

Avoid heavy compaction in areas that include major roots. Any work within dripline should be done by hand and under the supervision of a certified arborist.

3.04 GRADING AND FILLING AROUND EXISTING TREES

Maintain existing grade within dripline of trees.

Lowering Grades:

1. Where existing grade is to be lowered around a protected tree, gradually slope grade away from tree as recommended by Arborist. Do not reduce grade within tree dripline.
2. Consult Owner’s Authorized Representative or Arborist for appropriate plans on grade cuts exceeding 12-inches which may require details as to drains, special backfill mixes and retaining walls.

Raising Grades:

3. Where existing grade is to be raised 6-inches or more within tree root zone, consult the Engineer or Arborist to provide appropriate remedial plans to accommodate this grade change.

4. Such plans may address perforated pipe bends, drain lines, grates and retaining walls as may be required.
5. No soil fill will be allowed to cover over existing tree root zone grade.
6. Do not place soil as to cover tree trunk root flare.
7. For bidding purposes only: assume grades will be raise by placing a 2" layer of sand over the existing finish grade to achieve the design elevation for new finish surface.

3.05 ROOT PRUNING

Branch pruning may be required to stimulate root growth and to compensate for loss of roots.

Prune only per written recommendations from Arborist and conform to established pruning standard practices.

Ensure that Arborist provides Owner typed instructions for recommended long term maintenance procedures to be followed after completion of construction operations.

3.06 REPAIR AND REPLACEMENT OF TREES

Repair trees damaged by construction operations. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.

Remove and replace dead and damaged trees that Arborist determines to be incapable of restoration to normal growth pattern.

Provide new trees at a 48" box size and species of a species as selected by the Landscape Architect.

If trees over 6-inches in caliper measurement (taken 12-inches above grade) are required to be replaced, provide new trees of 6-inch caliper size and of species selected by Owner's Authorized Representative.

3.07 DISPOSAL

Do not burn trees or branches on-site.

Removal from Owner's Property: Remove excess excavation, displaced trees, and trimmings and dispose of off City's property.

END OF SECTION

SECTION 02 88 20 - PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Furnish all labor, materials, tools, equipment, appliances and necessary incidentals for the complete installation of all play structures, stand-alone play equipment, exercise equipment, and rock/rope climbing equipment.

B. Related sections.

Section 03 30 53: Concrete Formwork
Section 12 93 00: Site Furnishings and Miscellaneous Materials
Section 32 18 16: Synthetic Resilient Surfacing

C. Provide play ground certification.

1. The contractor shall retain a certified playground safety inspector at his own expense and provide a play ground safety certification report.

2. Any discrepancies found in the play ground safety report shall be resolved to the satisfaction of the city prior to acceptance of the play ground and prior to the start of the maintenance period.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 SUBMITTALS

A. Product Data: Submit complete manufacturer's descriptive literature and specifications.

B. Shop Drawings: Submit Shop Drawings describing the fabrication and installation of equipment proposed for use.

C. Samples: Submit the manufacturer's standard palettes for the selection of color.

D. Calculations:

1. Provide Structural calculations for all materials proposed as required by local building code.

2. Design Data: Submit engineering' calculations confirming the design of the play equipment, structures, and protective devices proposed for use.

a. Calculations for framing members, steel supports, and anchorage to the structure shall be prepared and signed by a Structural Engineer currently licensed to practice in the State of California.

E. A Certificate of Insurance shall be provided by all equipment manufacturers.

1.03 SUBSTITUTIONS

A. Submit three (3) sets of a typewritten list of equipment and materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, model number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the equipment and material to be installed.

B. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor’s sole expense for all changes caused by approved substitutions which affect other items of work.

C. Substitutions will be rejected if materials proposed do not meet or exceed those specified on the plans or within the contract documents. Comparison for proposed substitutions shall be provided in writing by the contractor.

1. Product equivalency shall be base on maintaining the design intent as well as a qualitative analysis of strength and durability, Finishes, UV Exposure, warranty, and cost and savings to city.

1.04 FIELD CONDITIONS

A. Field Measurements: The contractor shall be responsible for verifying all field measurements prior to the installation if the play equipment and the surrounding hardscape.

B. The contractor shall be responsible for making any adjustments necessary to ensure the safety fall zones with-in the play areas.

C. Any discrepancies within the layout of the design shall be immediately brought to the attention of the City Engineer, designer, and play equipment manufacturer's representative.

D. Improper installation of play equipment resulting in a compromise or safety shall be corrected by the contractor at no additional cost to the city.

E. All fall zone distances shall be field verified by the contractor prior to the installation of the adjacent hardscape and again prior to the installation of the synthetic grass surfacing. Fall zones shall be marked on the finished grade and reviewed by the City's designated representative.

1.05 WARRANTY

A. Provide product warranty information for all items included in this section.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Design, play value, materials, and warranty are based on the use of products manufactured by:

1. Play Equipment
   Landscape Structures
   Coast Recreation Inc.
   Contact: Allison Hepburn
   (714) 619-0100

2.02 MATERIALS

See Construction Details for specific playground components.

PART 3 EXECUTION

3.01 INSTALLATION

A. The installing contractor shall provide proof experience with references showing 5 similar projects constructed within the past 5 years.

B. General: Install the playground equipment in accordance with the manufacturer's recommended procedures and installation sequence. Equipment shall be rigid, straight, plumb and level. Secure equipment with manufacturer's fastening devices.

C. Foundations: Support holes shall be filled with concrete to the full required depth. The top of the concrete shall be 6" below finished grade. Primary supports shall be temporarily supported until concrete has sufficiently cured.

D. Metal Connectors: Secure with pins or spot welding to prevent loosening of the connection.

3.02 CLEANING

A. Clean surfaces of equipment thoroughly and leave ready for intended use.

3.03 CERTIFICATION

A. The Contractor shall retain an independent certified playground safety inspector to review the play equipment after installation. The Playground inspector shall be certified by CPSI with no less than 5 years experience. The Playground safety inspector shall submit a letter report detailing any deficiencies or accessibility issues related to the design and manufacturing, or installation of the structure.

B. Any deficiencies in the playground as noted for immediate correction by the certified playground inspector shall be reconciled by the contractor prior to acceptance at no additional cost to the city.

END SECTION

SECTION 03 11 13 - CONCRETE FORMWORK

PART 1: GENERAL

1.01 DESCRIPTION

A. The General Provisions shall apply to all Concrete Formwork operations. Provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Section.

Section 03 30 53: Miscellaneous Concrete

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings shall be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this Section shall be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

PART 2: PRODUCTS

2.01 MATERIALS

A. Where finish concrete is below grade, plywood or sawed lumber formwork shall be constructed of substantial material as selected by the Contractor.

B. Where finished concrete is above grade and scheduled to be exposed, use Plyform Class I and II B-B, EXT-DFPA.

C. Form coating shall be a non-grain-raising and non-staining type that will not leave residual matter on the surface of the concrete or adversely affect bonding to concrete of paint, plaster, or other applied materials.

D. Portland cement shall be Type V, ion alkali and shall conform to ASTM C150.

PART 3: EXECUTION

3.01 INSTALLATION

A. All concrete above grade shall be cast in plywood or sawed lumber forms.

B. Concrete below grade may be poured directly against earth in open trenches.

C. All forms shall be constructed true to line and level, sufficiently tight to prevent leakage of mortar, and shall conform exactly to the dimensions of the finished concrete as shown on the drawings. Forms for curved surfaces shall be so constructed and placed that the finished surface shall not deviate from the arc of the curve; flat spots will not be accepted.

D. Where studs in formwork are spaced not over 12” o.c., 5/8” minimum plywood shall be used. Where studs are spaced not over 16” o.c., 3/4” minimum plywood shall be used.

E. Place long dimension of plywood sheets perpendicular to direction of studs.

F. Forms and metal reinforcement shall be checked and approved by the Engineer before concrete is placed.

3.02 REMOVAL OF FORMS

Do not disturb or remove forms until the concrete has developed sufficient strength to safely sustain its own weight and the superimposed loads above. After concrete is placed, the following minimum time periods shall elapse before the removal of forms.

ITEM	FORMS	SHORING
Sides of walls and edge of slabs and footings	3 days	5 days

END OF SECTION

SECTION 03 30 53 - MISCELLANEOUS CONCRETE

PART 1: GENERAL

1.01 DESCRIPTION

A. The General Provisions shall apply to all miscellaneous concrete work operations. Provide labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 03 11 13 - Concrete Formwork

C. The Standard Specifications for Public Works Construction, “Greenbook”, latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the “Greenbook”, unless otherwise determined by the Engineer.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer’s designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer’s representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer’s directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. Material quality standards and testing procedures shall be in accordance with all ASTM standards and testing procedures and shall be the latest requirements.

1. All tests shall be made by a testing laboratory acceptable and approved by the Engineer.

2. One mechanical analysis and one decantation test shall be made of the sand and coarse aggregate proposed for the work.

E. Reinforcing Steel: All steel shall be Grade 60 billet steel conforming to ASTM A-615.

1.03 SUBMITTALS:

A. Shop Drawings: Submit for concrete slabs showing dimensioned locations and types of construction and expansion joints.

B. Samples: Prepare minimum 4-foot square samples of each required slab finish excluding only monolithic trowel and float finishes. Include a transverse expansion joint, scoring, and edging.

PART 2: PRODUCTS

2.01 MATERIALS

A. Concrete shall have a minimum compressive strength at 28 days of 2500 psi.

B. Portland Cement shall be Type V, low alkali, and shall conform to ASTM C150.

C. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity. Maximum aggregate size shall be 3/4 inch.

D. Fine aggregate shall consist of washed natural sand having hard, strong and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter or other deleterious substances.

E. Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a major dimension in excess of two and one-half (2 1/2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

F. Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.

G. Imprint pattern and color shall be as noted on the plan under construction materials schedule.

H. Each component of the concrete mix shall be supplied from the same source for the entire project.

2.02 PROPORTIONS AND MIXING

A. The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory. Cost of mix design shall be borne by Contractor.

B. Slump: Adjust quantity of water so concrete at time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

Part of Structure	Maximum Slump Inches	Maximum Water-Cement Ratio
Footings, foundation walls, and mass concrete, not reinforced	4	0.6
Slabs on grade, reinforced and non-reinforced	3	0.45
Reinforced concrete over 8” thick	4	0.5
Reinforced concrete 8” or less thick	4-1/2	0.5
All other concrete	4	0.5

C. The concrete shall be mixed as follows:

1. Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.

2. Transit-mix concrete shall be mixed for a period of not less than ten (10) minutes. At least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.

3. Transit-mix concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two (2) gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.

4. The concrete, at time of placing, shall be in such condition that it can be properly placed.

2.03 MISCELLANEOUS CONCRETE

A. Concrete footings
B. Concrete flatwork
C. Concrete header
D. Concrete Curbs

PART 3: EXECUTION

3.01 PLACING CONCRETE

A. Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, so that no separation will occur. No concrete which has stood for more than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in its final position within ninety (90) minutes after water is first added to the batch.

B. Maximum free drop of concrete shall not be more than 5’-0”. Use tremies in deep sections.

C. The location of all stoppages shall be approved by the Engineer.

D. The flow surface of the freshly poured concrete shall be level whenever any pour is stopped and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the Engineer. Details of such joints shall be as directed by the Engineer.

E. Before the placing of any concrete, the surface of the previously poured concrete shall be clean, wet and free of oil or any other contamination.

F. Install concrete and cement finish work true to lines, dimensions, levels, and finish with smooth unblemished surfaces for exterior finishes specified on Plans.

G. Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the right of the City to require complete removal of defective work if patching does not restore quality and appearance of work.

H. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

3.02 CONCRETE FINISH

A. Compact and tamp concrete as specified to bring 3/8” of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply finishes until surface water disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.

B. The color for concrete paving shall be as shown on plans.

C. Integral color concrete shall be incorporated per manufacturer’s rates and specifications.

D. The pattern for imprint concrete shall be as shown on plans.

3.03 CONSTRUCTION/CONTRACTION AND EXPANSION JOINTS

A. Expansion joint material shall be at all vertical surfaces.

B. Locate construction and contraction joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab.

1. Construction joints shall be a maximum of twenty feet (30’) apart, with contraction joints a maximum of ten feet (10’) from construction joints. See plans for design layout.

2. The Contractor shall obtain the Engineer’s approval of layout showing proposed location of joints before pouring concrete.

C. Caulking of expansion joints where called for on the Plans shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seat, Grace, 3-H or approved equivalent.

1. Color shall match the color of the concrete where the expansion joint occurs unless shown otherwise on the plans.

2. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints.

3. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over seated joints until sealer has fully cured.

3.04 QUALITY CONTROL

A. Smoothness tolerance exterior concrete finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10' straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.

B. Inspections will be provided as necessary. Call for inspection two (2) working days prior to need.

C. The Contractor shall call for inspection during specific phases of construction. They shall include:

1. All form work prior to pouring.

2. All footings prior to pouring.

3. Subgrade prior to pouring.

4. Drag form approval.

5. At beginning of imprinting.

D. Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.

E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

3.05 TESTING

A. Compression tests of concrete shall be made as required by the Building Code except that compression tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the City.

B. Storage of test cylinders on the site and after delivery to the testing shall be in accordance with ASTM Designation C31.

1. Should the strength by test fail, the mix shall be adjusted so that the resulting concrete shall comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor.

2. Should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method. If such tests show the concrete to be defective, the concrete shall be removed and replaced or adequately strengthened as required under the governing Code. All expenses involved shall be borne by the Contractor.

3. Testing of concrete shall be at the discretion of the Engineer.

END OF SECTION

SECTION 04 22 00 -CONCRETE MASONRY UNITS

PART 1: GENERAL

1.01 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and install concrete masonry units (CMU) including reinforcement, anchorage, and accessories as indicated on the Plans and as herein specified.

B. Related Section.

Section 03 11 13: Concrete Formwork
Section 03 30 53: Miscellaneous Concrete
Section 12 93 00: Site Furnishings and Miscellaneous Materials

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Perform Work in accordance with the current edition of the California Building Code.

B. Mortar and grout mix design:

1. The Contractor shall employ and pay for, an independent testing laboratory acceptable to the Engineer to design the mortar and grout mixes required.

2. The mixes shall be designed by the testing laboratory to produce mortar and grout of the strengths shown on the Drawings. Refer herein for tests to be used in determining masonry strengths.

1.03 REFERENCES

A. ACI 530 - Building Code Requirements for Masonry Structures.
B. ACI 530.1 - Specifications for Masonry Structures.
C. ASTM A 82 - Cold-Drawn Steel Wire for Concrete Reinforcement.
D. ASTM A 123 - Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
E. ASTM A 167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate.
F. ASTM A 525 - Steel Sheet, Zinc Coated, (Galvanized) by the Hot-Dip Process.
G. ASTM A 580 - Stainless and Heat-Resisting Steel Wire.
H. ASTM A 615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
I. ASTM C 55 - Concrete Building Brick.
J. ASTM C 90 - Load-Bearing Concrete Masonry Units.
K. ASTM C 652 - Hollow Brick (Hollow Masonry Units Made from Clay or Shale).
L. IMIAC - International Masonry Industry All-Weather Council: Recommended Practices and Guide Specification for Cold Weather Masonry Construction.
M. UL - Fire Resistance Directory.

1.04 SUBMITTALS

A. Submit under provisions of City specifications.

B. Shop Drawings: Indicate bars sizes, spacings, locations, reinforcement quantities, bending and cutting schedules, supporting and spacing devices for reinforcement and accessories.

C. Product Data: Provide data for masonry units.

D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.05 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products

specified in this section with minimum 5 years experience.

1.06 REGULATORY REQUIREMENTS

A. Conform to applicable code for masonry construction.

PART 2: PRODUCTS

2.01 MATERIALS

A. CMU: Size and Finish noted in detail

C. Portland cement: ASTM C 150, Type I, II or III.

D. Lime: ASTM C 207, Type S.

E. Aggregates:

1. For grout: ASTM C 404. Modify coarse aggregate grading requirements so that not more than 5% pass a No. 8 sieve and 100% passes a 3/8 in. sieve.

2. For mortar: ASTM C 144.

F. Mortar coloring pigments: Chemically inert, color-fast, finely ground limeproof pigment by LM Scofield & Co., or equal, of the color selected to match Engineer approved sample.

G. Admixture for grout: Sika Grout-Aid by the Sika Corp. or equal.

H. Water: Potable and fresh.

I. Reinforcing steel: ASTM A 615, grade shown.

J. Miscellaneous materials: As hereinafter specified and as necessary to complete this work.

2.02 MORTAR AND GROUT MIXING

A. Mix in the proportions designed by testing laboratory.

B. Use admixtures according to their manufacturer's printed instructions. Secure manufacturer or distributor initial supervision by a qualified field representative to assure proper use of admixture.

C. Mix by placing 1/2 of water and sand in operating mixer. Then add cement, lime, admixture and the remainder of sand and water. After all ingredients are in the mixer, mix mechanically for not less than three minutes. Do not hand-mix ingredients.

D. Use grout for placing of consistency as fluid as possible for placing without segregation of constituent parts.

E. Mortar may be retempered with water as required to maintain high plasticity.

F. Retemper on mortar boards only by adding water within a basin formed with the mortar and rework the mortar into the water.

G. Discard mortar and grout which are unused after 1-1/2 hour from initial mixing time.

PART 3: EXECUTION

3.01 SHORES AND CENTERING

A. Design, erect, support, brace and maintain shoring and centering for temporary support of cobble elements.

B. Construct true to required shape, size and form, well braced and made rigid in all parts and capable of supporting and sustaining the loads to which they are subjected.

C. Leave shores and centering in place until cobble can safely carry its own weight and the added loads of construction.

D. Brace Pilaster adequately to withstand all forces they will be subjected to during construction. Walls are not designed to be self-supporting for lateral loads until attached to floor and roof elements.

3.02 WORKMANSHIP

A. Erect pilaster plumb, square, straight and true to indicate lines, position and dimensions, in level courses with joints properly aligned.

B. Use sound, dry, clean cobble units free from cracks when placed in the structure.

C. If it is necessary to move a unit after it as been once set in place, remove the unit from the wall, clean and set in fresh mortar.

D. Do not exceed the tolerances contained in ACI 117 for completed work.

3.03 REINFORCEMENT

Embed reinforcement completely in grout with minimum coverage specified below.

3.04 BONDING

A. For bonding the cobble to the foundation, clean top surface of concrete foundation, remove laitance and expose aggregates before starting masonry construction.

B. Lay-up sides in straight uniform courses.

C. Corners shall have a standard bond by overlapping units and grouting solid.

3.05 JOINTS

A. Lay the starting joint on foundations with full mortar coverage on the bed joint. Keep area where grout occurs free from mortar so that grout will contact the foundation.

B. Mortar surfaces between cobbles shall be smooth and uniform cobble to produce a dense, slightly concave surface well bonded to the cobble on each side where exposed in the Work.

C. Perform tooling when mortar is partially set but still sufficiently plastic to bond. Use a tool which compacts the mortar, pressing excess mortar out of joint rather than dragging it out.

D. Rake out joints which are not right at the time of tooling, point and then tool.

E. Set capping units and bearing plates in a full bed of mortar.

F. Do not wet the cobbles units except that in very dry weather the contact surfaces of the units shall be moistened immediately before laying.

3.06 GROUTING

A. Keep mortar droppings out of or remove from the grout space before grouting.

B. Perform grouting from the inside of the cobble. Vibrate grout after initial absorption of water, but before plasticity is lost, to encase steel and to insure contact. Encase reinforcement in minimum of 1/2 in. of grout between

cobble and reinforcement.

3.07 FIELD QUALITY CONTROL

A. The Owner's Testing Agency will test mortar and grout as required by governing [CAC] .

B. The Testing Agency shall make the following tests in accord with these Specifications and the requirements of the [CAC]. The minimum acceptable test results are listed below.

C. At the beginning of masonry work, at least 2 test samples of mortar grout shall be taken and prepared for each 50 cu. yds. or fractional part hereof, and continuously stored in most air until tested. The compressive strengths shall meet the minimum strengths specified. Perform tests in compliance with the following:

D. Compression test strengths:

1. Mortar compression tests: On 2 in. x 2 in. cubes tested in compliance with ASTM C 109.

   a. 7 day: 1800 psi.

   b. 28 day: 3000 psi.

2. Grout compression tests: On cylinders made and cured in compliance with ASTM C 31. Compressive strength shall be determined in compliance with ASTM C 39.

   a. 7 day: 2000 psi.

   b. 28 day: 3300 psi.

E. Additional samples shall be taken whenever any change in materials or job conditions occurs or whenever, in the judgment of the Engineer, such tests are necessary to determine the quality of the material and installed work.

F. In making mortar test specimens, the mortar shall be taken from the unit soon after spreading. After molding, the molds shall be carefully protected by a covering which shall be kept damp for at least 24 hours, after which the specimens shall be stored and tested as required for concrete cylinders.

G. In making grout test specimens, remove molds after the grout has taken its set but before it has hardened. Store cylinders as required for concrete cylinders and test in the vertical position.

H. The compressive strength of masonry work shall be established by preliminary tests made in advance of the operations, using prisms of similar materials under the same conditions and insofar as possible, with the same bonding arrangement, mortar composition and joint thickness as for the structure. In building the prisms, the moisture content of the unit at time of laying, the consistency of the mortar, the workmanship and curing conditions shall be the same as will be used in the structure.

I. Test specimens shall be large enough to approximate the actual conditions in the finished structure, but small enough to facilitate handling and cutting to the size prisms required to fit the testing machines available. All tests shall be made in accord with the [UBC] [CAC].

J. Whenever there is any evidence that materials to be used in masonry construction do not conform to the Specifications, the material shall be tested for compliance before being used in the work.

K. All tests shall be made by the Testing Agency of record.

L. Testing of mortar and grout shall e at the discretion of the Engineer.

3.09 CLEANING

A. Remove grout scum and grout stains from the pilaster and all other surfaces immediately.

B. After pilaster is constructed, do not saturate with water for curing or any other purpose.

C. Where atmosphere is dry, dampen pilaster surface with a very light fog spray for 3 days.

END OF SECTION

SECTION 05 73 13 – ORNAMENTAL TUBULAR STEEL FENCES AND GATES

PART 1: GENERAL

1.01 DESCRIPTION

A. Tube Steel Fence and Gate.

B. Related Sections

Section 03 11 13 – Concrete Formwork
Section 03 30 53 – Miscellaneous Concrete

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

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1.02 SUBMITTALS:

A. Shop Drawings: Layout of railing and fence with dimensions, details and finishes of component accessories and post foundations.

B. Product Data: Manufacturer's catalogue cuts indicating material compliance and specified options.

C. Samples: Color selections for finishes. If requested, samples of materials, (e.g. finials, caps, and accessories).

PART 2: PRODUCTS

2.01 MANUFACTURER

A. Products from qualified manufacturers having a minimum of 5 years experience manufacturing ornamental picket fencing.

B. Ornamental Picket Fence:
Style: Per detail - see plans
Height: Per detail – see plans

C. Ramp Handrail:
Style: Per detail - see plans
Height: Per detail – see plans

2.02 TUBE STEEL PICKETS, RAILS AND POSTS

A. Pickets: Per plan-see detail

B. Rails: Per plan-see detail

C. Posts: Per plan-see detail

D. Finish: Per plan-see detail l

1. In accordance with ASTM A123 Grade 85, for steel and iron products; use ASTM A153, Class B2, for steel and iron hardware.
2. Fabricate items for galvanneal finish in one piece in greatest extent possible for separate panels. Field welding of main components will not be permitted.
3. Surfaces shall be free of icicles, spangles and puddling. Provide venting holes at all enclosed sections; Drilled holes are acceptable. Locate venting holes at a low point to prevent rainwater from entering and standing water. See drawings and schedules for extent of steel items to be provided with a galvanized finish.

PART 3: EXECUTION

3.01 EXAMINATION

A. Verify areas to receive fencing are completed to final grades and elevations.

B. Ensure concrete alignment and elevations are clearly established.

3.02 INSTALLATION

A. Install fence in accordance with these plans and specifications.

B. Space posts uniformly at on center, as indicated in detail.

C. Concrete Set Posts: All post will be set in a concrete footing as indicated in detail. Construct concrete footing as indicated in detail.

D. Gate Posts and Hardware: Not applicable on this project

E. Check each panel for vertical and top alignment and maintain in position during placement and finishing operation.

3.03 CLEANING

Clean up debris and unused material and remove from site.

END OF SECTION

SECTION 09 75 00 - MANUFACTURED STONE AND BRICK VENEERS

PART 1: GENERAL

1.01 SECTION INCLUDES

A. Manufactured stone and brick veneer.

1.02 RELATED SECTIONS

A. Section 042200 – Concrete Masonry Units

1.03 REFERENCES

A. ASTM C 91: Specification for Masonry Cement.

B. ASTM C 150: Specification for Portland Cement.

C. ASTM C 177-71: Test Method for Thermal Conductivity by Means of Guarded Hot Plate.

D. ASTM C 207: Specification for Hydrated Lime for Masonry Purposes

E. ASTM C 270: Specification for Mortar for Unit Masonry

1.04 SUBMITTALS

A. Submit three copies of manufacturer’s data and cut sheets.

B. Submit three full sized samples for each type material used.

C. Submit three copies of manufacturer’s installation instructions.

1.05 QUALITY ASSURANCE

A. Applicator: Company experienced in the installation of manufactured stone and brick veneers of the types specified, with a minimum of 5 years experience.

1.06 DELIVERY, STORAGE AND HANDLING

A. Store mortar and other moisture-sensitive materials in protected enclosures; handle by methods which avoid exposure to moisture.

1.07 PROJECT CONDITIONS

A. Protect materials from rain, moisture and freezing temperatures prior to, during and for 48 hours after completion of work.

B. Allow no construction activity on opposite side of wall during installation and for 48 hours after completion of work.

1.08 WARRANTY

A. Provide manufacturer's warranty.

PART 2: PRODUCTS

2.01 MANUFACTURERS

A. Creative Mines or approved equal

2.02 MATERIALS

A. Craft Foothill Rubble, color Toasted

B. Mortar

1. Portland Cement, ASTM C 150, Type I or masonry cement (Type N), ASTM C 91.

2. Masonry sand.

3. Lime: ASTM C 207

4. Iron oxide pigments (if required)

C. Masonry Sealer: If specifying use: breather type (non-film forming) sealer.

2.03 MANUFACTURED UNITS - CULTURED STONE

A. Compressive Strength: Tested in accordance with UBC Standard No. 26-10, Parts I and IV.

B. Shear (adhesion) strength: tested in accordance with ASTM C 482 using a unit thickness approximately the same as the stone unit.

C. Thermal Resistance: K factor 2.82 in accordance with ASTM C 177. R factor is .355 per 1 inch of thickness.

D. Fire Hazard Test on 1 7/8 inch thick Sample: Flame spread of 0, smoke development of 0 in accordance with UL723

PART 3: EXECUTION

3.01 PREPARATION

A. Open Studs: Install paper backed metal lath to studs using galvanized nails or staples which penetrate a minimum of 1 inch and place 4 inches on center. Apply ½ inch to ¾ inch scratch coat and allow to dry 48 hours. Wrap weather resistant barrier and metal lath a minimum of 16 inches around all outside and inside corners.

B. Sheathed Surfaces: Install one layer of weather-resistant barrier with lap joints 4 inch shingle fashion. Apply code approved metal lath, attach with galvanized nails or staples which penetrate a minimum of 1 inch. Apply 6 inches on center vertically and 16 inches on center horizontally. Wrap weather resistant barrier and metal lath a minimum of 16 inches around all outside and inside corners.

C. Concrete and Masonry Surfaces, New, Clean and Untreated: (no preparation needed) Examine newly poured concrete closely to ensure that its finished surface contains no releasing agents (form oil). If it does contain form oil, etch surface with muriatic acid, rinse thoroughly and/or score with a wire brush, or use high pressure water or sandblasting to remove.

D. Existing Concrete and Masonry Surfaces: If required remove paint, coatings, sealers and dirt as recommended in 3.01 C, or apply metal lath to surfaces, attach with galvanized concrete nails. Apply 6 inches apart, 16 inches on centers.

3.02 MORTAR MIXING

A. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C 270, Type N.

B. Do not use anti-freeze compounds to lower the freezing point of mortar.

3.03 APPLICATION

A. Apply in accordance with Manufacturer's Installation Instructions.

B. Apply ½ inch to ¾ inch of mortar to lath and/or dampened masonry, stucco or concrete surfaces, covering a maximum of 10 square feet at one time. Press the units firmly into position in soft mortar bed, jiggle and apply slight pressure to unit to ensure firm bonding causing mortar to extrude slightly around edges of units.

C. Install hearth pieces in full ½ inch to ¾ inch deep mortar bed.

D. Place units with uniform mortar joints. Stone joints should be over ¾ inch in width. When installing pre-fitted stone textures such as; Profit Ledge stone, Carolina ledge stone and European Castle Stone, units should be fitted with no allowance for mortar joints. Brick joints should be uniform

3/8 inch in width, with horizontal joints level; with head joints of brick evenly spaced and centered above unit below. Install outside corner return units with short and long lengths alternated.

E. Plan to work to minimize job site cutting. Perform necessary cutting with proper tools to provide uniform edges; take care to prevent breaking unit corners or edges.

F. Remove excess mortar; do not allow mortar to set up on face of units. Tool joints before mortar has set. Clean and finish joints in accordance with manufacturer's instructions.

END OF SECTION

SECTION 09 96 23 - GRAFFITI RESISTANT COATINGS

PART 1: GENERAL

1.01 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and install anti-graffiti and graffiti resistant coatings as indicated on the Plans and as herein specified.

B. Related Sections

Section 03 11 13: Miscellaneous Concrete
Section 12 93 00: Site Furnishings and Miscellaneous Materials

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. Use Products by manufacturers regularly engaged in manufacturing of this product and with a history of at least three successful applications within the last 3 years.

2. Use skilled workers who are thoroughly trained and experienced and who are completely familiar with the specified requirements and methods.

B. Regulatory Requirements:

1. Comply with applicable codes and regulations. All products must comply with current VOC requirements for the air quality management district where application takes place. Where those requirements conflict with this Specification, comply with the more stringent provisions.

C. Field Samples:

1. Apply the system as specified in a designated area. This will serve as an indication that applicator can provide acceptable results and will be used as the standard for the rest of the work.

1.03 SUBMITTALS

A. Product Data:

1. Submit complete manufacturer's literature and specifications. Include complete lists of materials proposed for use, giving the manufacturer's name, product numbers, and product information sheets for each specified item.

B. Samples:

1. When specified system requires that the graffiti resistant coating be applied over a paint color, submit sample of system showing each coat. The architect will use this sample to approve color.

C. Application and Safety:

1. Submit the manufacturer's recommended methods of installation, including limitations, safety and environmental cautions, material safety data sheets and application rates.

1.04 DELIVERY, STORAGE AND HANDLING

A. Acceptance at Site:

1. Material shall be delivered to Project in original containers, completely sealed and bearing name of coating contained therein.

B. Storage and Protection:

1. Use all means necessary to protect the materials of this Section before, during and after installation.

1.05 PROJECT AND SITE CONDITIONS

A. Project Conditions:

1. Do not apply coatings when surface temperature is more than 90° F, in the shade, or when relative humidity is more than 70 percent. Do not apply coating when adverse weather conditions are imminent.

PART 2: PRODUCTS

2.01 MANUFACTURERS

A. Manufacture or distributed by: Genesis Coating Inc., 2780 La Mirada Drive, Suite D, Vista CA 92081 (760) 599-6011

3.01 MATERIALS AND FINISH

A. Anti-graffiti coating to be GCP 1000, Non-sacrificial

B. Finish over concrete, brick or stone: Clear Satin

C. Finish over Concrete Masonry Units (CMU): Clear Satin

D. Finish over painted surfaces: Clear Gloss

PART 3: EXECUTION

3.01 EXAMINATION

A. Verification of Conditions:

1. Prior to the commencement of the Work of this Section, examine the installed work of other trades and verify that all such work is complete or properly corrected to the point where this installation may properly commence. Commencement of work will indicate that applicator has accepted the conditions.

3.02 PREPARATION

A. Protection:

1. Protect and cover finished work and materials of all other trades, which may be affected by work of this Section during coating application. Protect all surrounding vegetation and adjacent areas from over-spray.

B. Surface Preparation:

1. Substrates to receive sealers or primers prior to graffiti resistant coatings must be cleaned of all dirt, bond-breakers and all other foreign materials

which will adversely affect the required appearance of the finished product.

2. Power wash all surfaces in accordance with manufacturer's recommendations.

3.03 APPLICATION

A. General:

1. Apply graffiti resistant coatings to all precast, cast-in-place items including rock finishes on walls and columns.

2. Apply primers, paints and coatings in strict accordance with manufacturer's recommendations as accepted by the Engineer.

3. The number of coats specified is the minimum that will be applied. Apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform color and appearance.

4. When additional coats of the graffiti resistant coating are required, allow no more than 48 hours between coats.

5. Apply a total dry film thickness of not less than 1.2 mils for primers and paint finishes and not less than 1.5 mils for graffiti resistant coatings.

6. Back roll all work to assure that material impregnates all voids and uneven surfaces.

3.04 CLEANING, TOUCH-UP AND REFINISHING

A. General:

1. Carefully remove all splatters, spots and blemishes caused by work of this Section.

2. Upon completion of the work, remove all rubbish, cans and accumulated materials. All areas must be left in a clean and orderly condition.

3. Runs, sags, misses, holidays, stains and other defects in the coated surfaces, including inadequate coverage and mil thickness will be satisfactorily touched-up or refinished.

END OF SECTION

SECTION 12 93 00 – SITE FURNISHINGS AND MISCELLANEOUS MATERIALS

PART 1: GENERAL

1.01 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and install Site Furnishings and Miscellaneous Materials as indicated on the Plans and as herein specified.

B. Related Section.
Section 03 30 53: Miscellaneous Concrete
Section 03 11 13: Concrete Formwork

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Shop Drawings: Provide shop drawings for each component and each item of site furniture. Shop drawings shall indicate layouts, component locations, dimensions, set-backs, details of assembly, anchors, footing details and all appurtenances required to assemble components. Submit three (3) sets of shop drawings to the City within twenty-one (21) calendar days after award of contract.

B. Product Data: Provide data on all site furnishings, equipment and materials, including accessories, utility characteristics, connection requirements and product cut-sheets. Submit three (3) sets of product data to the City within twenty-one (21) calendar days after award of contract.

C. Manufacturer's Installation Instructions: Submit three (3) sets of the manufacturer's installation instructions to the City within twenty (21) calendar days of award after the contract.

1.03 DELIVERY, STORAGE AND HANDLING

Store and protect all site furnishings.

1.04 RELATED REQUIREMENTS

A. Obtain all permits (except permanent easements) and licenses and give notice and pay for all fees necessary to complete work under this Section as delineated or specified. Permit fees required by the City shall be waived.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where the articles used furnish directions and cover points not delineated on the Plans or in the Specifications.

C. The Specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. Install said site furnishings, materials and equipment in such a manner that they will operate efficiently and evenly.

D. In the event of any discrepancies between the Plans and the Specifications, the final decision as to which will be followed shall be made by the Engineer, or his designated representative. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to City.

1.05 REGULATORY REQUIREMENTS

A. The work shall conform to Americans with Disabilities Act (ADA), U.S. Consumer Product Safety Commission-Public Playground Handbook for Safety and California Disabled Access Regulations-Title 24. The Contractor shall be responsible for compliance and provide written documentation for compliance to the Engineer upon installation of all equipment and material governed by said regulations.

B. All work shall conform to the City standards for public construction and any other agency's standards for public construction having jurisdiction over the work.

C. Provide certificate(s) of compliance from authority(s) having jurisdiction over the work. The certificate(s) shall indicate approval of products and their installation. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

1.06 SAMPLES AND SUBSTITUTIONS

A. All workmanship, equipment, materials, and articles incorporated shall be the best available grade of their respective kind.

B. Provide a sample of each component specified. Accepted samples may be used in the Work.

Submit three (3) sets of a typewritten list of equipment and materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, model number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the equipment and material to be installed.

C. Substitutes must be approved a minimum of 10 days prior to the date of the bid opening. The City will issue an addendum, stating that an alternate product or manufacturer is acceptable. An alternate product or manufacture will not be accepted without issuing a formal addendum.

Alternate suppliers shall meet the requirements of the specified product and shall provide proof of equivalency.

D. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Any costs and expenses associated with an approved substitution which affects other items of work, shall be sole responsibility of the Contractor.

PART 2: PRODUCTS

2.01 MATERIAL

A. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications

are used for the purpose of facilitating the description of material or process desired.

B. Information pertaining to the product as to the manufacturer, material, model, color, finish, etc. is shown on the plan.

2.02 COMPONENTS

A. Picnic table

B. ADA Picnic Table

C. Bench

D. Drinking Fountain

E. Trash receptacle

F. Recycle Trash receptacle

PART 3: EXECUTION

3.01 EXAMINATION

A. Verify site conditions and surfaces are ready to receive work.

B. Verify that layout and site are compatible.

3.02 PREPARATION

A. Layout and stake locations of components for approval by Engineer prior to installation.

B. Review layout requirements with other affected work.

3.03 INSTALLATION

A. Install in accordance with City standards and manufacturer's instruction.

B. Provide concrete footings for site furnishings as detailed Plans or as specified by the site furnishing manufacture.

3.04 SITE CONDITIONS

The Contractor will promptly repair any damage to existing and/or new facilities caused by construction operations. Cost of repairs shall be done at the Contractor's sole expense.

END OF SECTION

SECTION 31 10 00 - SITE PREPARATION AND CLEARING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes protection of existing improvements, utilities and plant material; removal of surface debris and trash; removal of abandoned utilities; and repair of damaged vegetation and irrigation systems/system components.

B. Related Sections:

1. Section 32 84 00 - Irrigation

1.02 REGULATORY REQUIREMENTS

A. Perform all work of this Section in strict accordance with applicable Government Codes and Regulations especially meeting all safety standards and requirements of CAL/OSHA, County of Orange and the City of Laguna Hills. Provide additional measures, added materials and devices as may be needed as directed by the Engineer at no added cost to the City.

B. Comply strictly to Rule 1404, South Coast Air Quality Management District.

C. Coordinate clearing Work with utility companies.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials not specifically described but required for completion of the work of this Section, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

B. Identify a waste area for placing removed materials.

3.02 PROTECTION

A. Protect existing structures and site improvements indicated to remain, from damage by approved methods and as authorized by the Engineer. Removal of all protections shall be when work of this Section is completed or when so authorized by the Engineer.

B. Protect existing utilities indicated or made known to remain traversing the job-site and serving existing adjacent facilities.

C. Protect Existing Trees indicated to remain.

D. Protect bench marks, survey control points, and existing structures from damage or displacement.

E. Protection of Persons and Property (existing structures and site improvements):

1. Provide barricades, warning signs, tape, etc. at open depressions and holes and during pole, chain link fabric and concrete wall removals on the site and adjacent property and public accesses.

2. Provide operating warning lights during hours from dusk to dawn each day or as otherwise required.

3. Protect existing remaining structures, utilities, sidewalks, pavements other facilities from damage as caused by settlement, undermining, washout or other hazards created by site-clearing operations of this Section.

F. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors and to others performing work on or near the job-site.

G. Maintain access to the job-site at all times.

3.03 SITE CLEARING

A. General: All site clearing shall conform to Section 300-1.1 of the Standard Specifications for Public Works Construction. Site clearing shall include but not be limited to removal of trash, weeds, plants and debris, including rubble of broken concrete or asphalt and any other items encountered. The Contractor shall furnish all labor, materials, tools, equipment, appliances and necessary incidentals for the completion of site clearing as shown on the drawings and as specified herein.

B. Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as

indicated and conform to Section 300-1.3 of the Standard specifications for Public Works Construction. Removal of abandoned underground piping or conduit interfering with construction is included in this section. Securely cap or seal exposed end of remaining conduits. Cap utilities beyond the limits of the work area and remove servicing lines off site. Re-route existing utilities to remain as required.

C. Remove all rubbish and debris existing and resulting from work operations of this Section as soon as possible and dispose off site, do not allow to pile up. Do not burn rubbish and debris on the job-site.

D. Where active utility lines need to be capped or plugged, perform such work in accordance with requirements of the Utility Company.

3.04 REPAIRS

A. During demolition and construction, ensure that trees, shrubs and other plant material and vegetation are protected inside and outside of the work zone and that the vegetation is being watered, maintaining the proper moisture content according to the season. Failed vegetation, including sod, due to lack of water, and/or plant material destroyed during construction period are to be replaced to equal or better size and condition at no additional cost to the City.

B. If the irrigation system is damaged or modified during construction, it shall be repaired to the City standards, and shall be in equal or better condition than prior to damage or modification. All repairs shall be inspected and approved by the Engineer prior to backfilling or covering of said repairs. The City requires forty-eight hours prior notice, when contractor requests inspection of completed repairs. All repairs shall be made so as to ensure proper operation prior to the close of the contract at no additional cost to the City.

3.06 EXCESS MATERIALS DISPOSAL

Legally dispose of off-site materials removed and not to be reused. Adjacent areas shall be left clean.

END OF SECTION

SECTION 31 22 13 – EARTHWORK AND SITE GRADING

PART 1 – GENERAL

1.01 DESCRIPTION:

A. Provide and perform earthwork and site grading complete as follows:

1. Survey
2. Excavation and on-site disposal.
3. Scarify subgrade prior to placement of imported topsoil.
4. Imported topsoil.
5. Site Grading
6. Control of surface water.
7. Testing and inspection of work of this section.
8. Clean up and disposal.

B. Related Sections

Section 32 13 14 – Miscellaneous Concrete

1.02 QUALITY ASSURANCE:

A. Preconstruction Conference: Conduct a preconstruction conference prior to starting work of this section, to develop a program for quality control of the work. The requirements for observation of the work by the Engineer, scheduling of the work to be observed, any additional observation requirements, and planned construction procedures, will be discussed. The existing prepared site will be inspected, and required remedial measures will be defined.

B. Survey: The Contractor shall employ a qualified professional Engineer or land surveyor; establish exact elevations at fixed points to act as bench marks. Clearly identify bench marks and record existing elevations. The Contractor shall provide surveys for the purpose of survey control, layout, grade and cross sections required to control work. Survey shall conform to section 2-9.4 and 2-9.5 of the Standard Specifications for Public Works Construction.

1. Contactor shall tag and protect existing survey monuments found during course of work. Contractor shall replace monuments or stakes damaged during course of work at no added expense to City.
2. Contractor shall establish grid control for site to provide basis for location construction, utilities and other facilities. Provide copies of all survey control and grade sheets to the Engineer.

a. Flag limits of removal and construction
b. Stake for location and grade.

3. Contractor shall be responsible for layout and alignment of prefabricated restroom, walks, curbs and grade, concrete pavement, fencing, landscape materials, etc.
4. Verify the location and elevation of improvements and utilities to be joined.
5. Submit grade sheet for verification prior to start of work.

C. Observation and testing required for work of this Section:

1. Field density and compaction testing to determine the percentage of compaction achieved during placement of backfills.
2. Probe foundation bearing materials to confirm that suitable bearing materials are present at the design grades.
3. Observe the backfill of utility trenches.
4. Observe the construction of the subgrade and base for exterior paving.
5. Observe the excavation for footing.

D. Source Quality Control: Obtain approval by the Engineer of imported fill material before material is brought to site, and same approval of excavated material for use in fills or backfills prior to placing.

1.03 PROJECT SITE CONDITIONS:

A. Protection: Provide and maintain protection to retain earth banks and to protect adjoining grades from caving, sliding, erosion, or other damage. Provide suitable protection against all bodily injury. Construct all bulkheads and shoring to requirements of State and Local codes and regulations. Shore vertical banks or slope banks back as required for stability and safety.

PART 2 – PRODUCTS

1.01 MATERIALS: Provide approved imported material as required and as shown on the plans and specified.

A. Earthwork Materials: Approved excavated or imported granular soil such as silty sand of the non-expansive type (that undergoes no undesirable volumetric change with changes in the moisture content) and containing not more than 20 percent by weight of material passing the No. 200 sieve, free from trash, roots, organic material, clay lumps, and rocks over 1” size. Class “A” topsoil shall be placed to a depth of 12” where new sod is to be installed.

B. Imported Topsoil

1. Topsoil in planting areas shall be Class “A” (imported). Topsoil shall be transported from the source to its final position unless stockpiling is specified. Imported Top Soil for new sod areas shall

be Class “A” topsoil and shall be placed at a minimum depth of 12”.

2. Class “A” topsoil shall be from a source outside the limits of the project selected by the Contractor and in compliance with the requirements specified herein. The Engineer may make such inspections and require the Contractor to perform such tests as deemed necessary to determine that the material meets the requirements.

3. At least ***thirty (30) calendar days*** before scheduled use, the proposed source of topsoil must be submitted to the Engineer for approval so that it may be tested. Submit a written request for approval which shall be accompanied by a written soils test report which states that the proposed source complies with these Specifications.

4. Class “A” topsoil shall have the same relative composition and structure, a friable sandy loam character, and be free of roots, clods, and stones larger than one inch (1”) in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush, and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms.

5. All Class “A” topsoil shall meet the following additional requirements:

   a. Gradation Limits: Sand, 50-80 percent, clay 20 percent maximum, and silt, 30 percent maximum. The sand, clay, and silt gradation limits shall be as defined in ASTM D422.

   b. Permeability Rate: Not less than 0.5 inches per hour nor more than 2 inches per hour when tested in accordance with ASTM D 2434, California Test 220, or other approved methods.

   c. Agricultural Suitability: The topsoil shall be suitable to sustain the growth of the seed and plants specified.

   d. In no case shall there be more than five percent (5%) by volume of stones smaller than one inch (1”), coarse sand and small clay lumps.

C. Sand: ASTM D2488, with not more than 3 percent passing No. 200 sieve.

PART 3 – EXECUTION

3.01 EXCAVATION

A. Perform excavation to the dimensions and elevations indicated on drawings, with additional space allowed as required for the installation and stripping of forms, and inspection of the various types of work, except where approval may be given to deposit certain miscellaneous concrete directly against earth banks. Avoid loosening of soils in bottoms or sides of excavations.

B. Unauthorized Excavation: If excavations are carried below the elevations indicated without written authorization, provide satisfactory construction to correct the fault as approved, at no additional cost.

3.02 SOIL STABILIZATION: Provide soil stabilization, as required throughout the work area, during and following construction, to prevent erosion damage. Establish and maintain vegetation or suitable matting as directed.

3.03 SCARIFY SUBGRADE: Prior to placing the topsoil, the native soil on which the topsoil is to be placed shall be thoroughly scarified to a minimum depth of 6” by rototilling or cross ripping with tractor tines spaced at a minimum 18” on center to the satisfaction of the engineer.

3.04 SITE GRADING

A. General: Uniformly grade areas within limits of grading under this section, including adjacent transitions areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.04 feet above or below required subgrade elevations.
2. Walks: Shape surface of areas under walks to line, grade and cross section, with finish grade surface not more than 0.02 feet above or below required subgrade elevation.
3. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish grade surface not more than 0.02 feet above or below required subgrade elevation.
4. Contour grade slopes and mounds to plan grades, to a desired smooth, even ground surface free of sharp grade breaks.

B. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area of classification.

3.05 COMPACTION CONTROL

A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils)

determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well defined moisture density relationship (cohesionless soils).

1. Lawn or Unpaved Areas: Compact top 24 inches of subgrade and each layer of backfill or fill material at 85 percent maximum density.
2. Walkways, PCC paving and decomposed granite: Compact top 24 inches of subgrade and each layer of backfill or fill material at 90 percent maximum density.
3. Fill placement shall be in lifts not exceed 6-inches and compacted prior to placement of additional fill at 90 percent maximum density.

B. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material. Apply water in manner to prevent free water from appearing on surface during or subsequent to compaction operations.

1. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density.
2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

3.06 BACKFILLS: Do not place backfills until after concrete forms are removed, and pointing and patching of concrete, and waterproofing with protection course are done and approved.

3.07 SUBGRADE PREPARATION FOR CONCRETE: Prepare subgrade for concrete items placed directly on earth by excavating, filling, and grading as required and as specified, and bring to optimum moisture content. Finish the subgrade within 3/8” tolerance when tested along a 10-foot straightedge in any direction at any location. Compact to density specified for fills and maintain moisture content until concrete is placed.

3.08 DISPOSAL: Clean up and remove all trash, debris, waste, and surplus and rejected earthwork materials from the site to a legal disposal area. Conform to pertaining laws, codes, and regulations, obtain and pay for required hauling and dumping permits, and pay all dumping charges. Perform trucking and material handling in a careful manner to prevent spillage and dusting or damage to surfaces and structures. Remove planks used to protect surfaces subject to public traffic at finish of each day’s operations. Maintain public streets and sidewalks in broom clean condition.

3.09 Repair or replace any damages to existing lawn, irrigation and concrete sidewalk caused by the Contractor’s operations or neglect at no additional cost to the City.

END OF SECTION

SECTION 32 18 16 – SYNTHETIC RESILIENT SURFACING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Poured-in-place playground surfacing system.

B. Related Sections

a. SECTION 03 30 53 - Miscellaneous Concrete
b. SECTION 11 68 13 - Playground Equipment

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.

2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.

3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.

4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.

5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.

6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.03 WORK SCOPE

A. Furnish labor, material, and equipment necessary to install the poured-in-place, resilient surfacing system and resilient synthetic play turf system as shown on the drawings and specified herein.

a. Work shall include, but not be limited to the following: layout; excavation; backfill; furnishing and installing of base material; furnishing and installing of poured-in- place, resilient surfacing and all other incidental work to provide a complete resilient surfacing system.

b. Poured in place playground surfacing shall consist of a polyurethane binder mixed with recycled rubber, which will make up the attenuation cushion layer. The attenuation cushion layer is capped with EPDM, mixed with a polyurethane binder creating the Wear Course. Surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. Manufacturer is to be certified by IPEMA, a third- party testing organization for playground surfaces and equipment.

1.04 PERMORMANCE REQUIREMENTS

A. Area Safety: Poured in place within playground use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F1292-18. The surface must yield both a peak deceleration of no more than 100 G-max and a Head Injury Criteria (HIC) value of no more than 500 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. IPEMA certification is required. (ASTM F1292-18, section 15 The laboratory test used to determine critical fall height shall have been conducted on surfacing material samples identical in design, materials, components, and thickness and manufactured as the installed playground surface). ASTM F3351-19 standard test method for playground surface impact testing in laboratory at specified test height for 8’ critical fall height.

B. Surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. The manufacturer is to be certified by IPEMA, a third-party testing organization for playground surfaces and equipment.

C. Play area shall conform to Uniform Federal Accessibility Standards FED-STD-795 and Architectural and Engineer Instructions (9AEI) Design Criteria.

D. The requirements of the Americans with Disabilities Act. Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility

than the requirements of UFAS must also be met in children's outdoor play areas.

1.04 DELIVERY STORAGE AND HANDLING

A. Delivery, Storage and Handling: Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

1.05 SITE CONDITIONS

A. Project Site Conditions: Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommend temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55°F), and/or high humidity may affect cure time, and the structural integrity of the final product. Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look.

1.06 SEQUENCING AND SCHEDULING

A. Sequencing and Scheduling: Poured in Place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Coordinate with General Contractor.

B. Surface installation coordinated by manufacturer representative.

1.07 SUBMITTALS

A. The Contractor shall submit a complete set of the material submittals, as required, including manufacturer's name and address, specific trade names, catalog and model numbers, illustrations and descriptive material, and samples of the proposed material for this project clearly marked as to proposed items for approval by the City Engineer.

B. Products submitted as equal must include hard copies of manufacturers' written specifications, warranty, purchase and use of materials.

C. Manufacturer's descriptive data and installation instructions.

D. Manufacturer's details showing depths of wear course and sub-base materials, anchoring systems and edge details.

E. A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM F1292-18, section 15 for a head-first fall from the highest accessible portion of the specified playground equipment.

F. A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.

G. A Certificate of Insurance shall be provided by the Manufacturer for poured in place surfacing for use as playground safety surfacing, covering general and product liability, of not less than $1,000,000 for each occurrence, $2,000,000 general aggregate, with an excess/umbrella liability of $25,000,000. The issuing underwrite shall be AA rated.

H. IPEMA Certification

1.08 QUALITY ASSURANCE

A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.

B. Certifications: Certification by manufacturer that the installer is trained, experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program",

C. Experience: The installer shall provide a list and photographs of at least five installations where TPV Poured in Place Resilient Playground Surfacing has been installed and have been in service for a minimum period of three years. The list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number

D. International Play Equipment Manufacturers Association (IPEMA) certified.

1.09 TURN OVER AND CLOSE OUT SUBMITTALS

A. 10% Additional TPV granules of each color specified are to be turned over to the City Maintenance Department / City Engineer in sealed containers and clearly marked.

B. Closeout Submittals: Submit warranty documents and owner's manual(s) and maintenance document(s), and installation and safety certification letter specified herein.

1.10 WARRANTY

A. Warranty: Poured in Place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND

material for a limited seven-year period or as specified and agreed upon per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product. Warranty is void if not installed by Manufacturers Trained and Certified Poured in Place Surfacing Installers.

1.11 TESTING

A. Testing: NOTE: Critical Fall Height Four feet through 10 feet have been tested in accordance with Section 15 – Critical Fall Height Test Procedure of ASTM F1292-18.

PART 2 PRODUCTS

1.01 MATERIALS

A. Resilient material shall be based on the following performance requirements. Provide a two-layer system consisting of a polyurethane binder mixed with recycled rubber, which will make up the attenuation cushion layer. The attenuation cushion layer is capped with Thermal Plastic Vulcanized (TPV) granules, mixed with a polyurethane binder creating the Wear Course.

1. Safety surfacing shall consist of both recycled and synthetic materials meeting the requirements of this specification. Poured in Place Surface: The poured in place surface shall consist of recycled rubber mixed with a polyurethane binder, then capped with .5-1.5mm TPV granules mixed with an aliphatic binder.

2. Approved Manufacturers: Robertson Industries Inc. (800) 858-0519 or approved equivalent.

3. Poured in Place Surface shall consist of a uniform material manufactured in such a way that the top portion meets the requirements specified herein for wear surface.

4. The type of safety surfacing shall be a poured-in-place system and shall be indicated in the construction drawings.

2.02 ATTENUATION CUSHION LAYER SECTION:

A. Impact attenuation cushion layer consists of these materials; recycled styrene butadiene rubber (SBR) and/or cryogenic crumb rubber and/or pre consumer postindustrial reclaimed scrap rubber adhered with a 100% solids polyurethane binder to form a resilient porous material.

B. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.

C. Chunk Premium Black Rubber Granules are 5/8” granules: This rubber is pre-consumer, post-industrial, reclaimed rubber, granulated through a 5/8” screen and contains less than 2% dust.

D. SBR Crumb Rubber (5-9 Mesh) using sieve analysis ASTM D5644 with a fiber content of .1% or less mixed in.

E. Binder shall be between 7-12% of the total weight of the material and shall provide 100 % coating of the particles.

F. The attenuation cushion layer shall be compatible with the wear course and must meet requirements herein for impact attenuation.

2.03 WEAR COURSE

A. Wear course shall consist of .5-1.5mm Thermal Plastic Vulcanized (TPV) granules with polyurethane binder formulated to produce an even, uniform, seamless surface. Installation of surfacing shall be seamless (unless otherwise agreed upon by the City Engineer).

B. TPV shall be peroxide cured with an TPV content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.

C. ASTM D2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.

D. Size of TPV granules .5-1.5mm across. Binder shall be not less than 20% of total weight of rubber used in the wear surface and shall provide 100% coating of the particles.

E. Thickness of wear course shall be a minimum .5” (12.7 mm).

F. The wear course shall be porous.

2.04 SURFACING BINDER

A. No Toluene Diphenyl Isocyanate (TDI) shall be used.

B. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.

C. Weight of polyurethane shall be no less than 8.5 lbs. /gal (1.02 Kg/1) and no more than 9.5 lbs. /gal (1.14 Kg/1).

D. Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original quality.

2.05 MANUFACTURERS

A. Wear Course – TPV Granules

Manufacturers: Rosehill Polymers or approved equivalent

As Distributed by: Robertson Industries Inc. or approved equivalent

Location Used: Playground Area

B. Attenuation cushion layer – Shredded and/or Chunk Rubber

C. Binder – Aliphatic Urethane Premium, Non-Ambering

Manufacturer: Accella Polyurethane Systems or approved equivalent

D. Chunk Premium Black Rubber Granules

Manufacturer: American Recycling Center, Inc. (989) 725-5100

or approved equivalent

PART 3 EXECUTION

3.01 FINISH GRADING AND SUB-BASE

A. Finished Grade/Slope: Verify that finished elevations or adjacent areas are as indicated on the architectural or site plans, that the appropriate sub-grade elevation has been established for the safety surface to be installed, and that the subsurface has been installed per architectural, site or equipment plans while meeting accessibility and use zones requirements.

B. Sub-Base: Tolerance of sub-base shall be with .125” (3.0 mm) in 10’ (3050 mm). Per ADA Guidelines: Surface shall be clean and dry.

C. Drainage: Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

3.02 INSTALLATION

A. Poured in Place Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to 2,000

square feet per day. Material shall cover all foundations and fill around all elements penetrating the surface.

B. Attenuation Cushion Layer: Whenever practical, attenuation cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100% bond with new work. Apply adhesive in small quantities so that new attenuation cushion layer can be placed before the adhesive dries.

C. Wear Course: Wear course must be quality peroxide cured TPV granules. wear surface shall be bonded to attenuation cushion layer. If necessary, additional primer will be used between the attenuation cushion layer and wear course. Apply adhesive to attenuation cushion layer in small quantities allowing the wear course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Expect continuous and seamless up to 2,000 square feet per day (contact sales representative for seamless in excess of 2,000 square feet). Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain wear course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs.

D. Perimeter: For installations over existing concrete, the perimeter shall be saw cut to provide a keyway 1” deep x 1” wide, or formed during the pour, with surfacing rolled down into the void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or border, the inside vertical edge shall be primed with adhesive and the final 2” of the attenuation cushion layer shall be tapered to allow the wear surface material to be 1.5”– 2” thick where it joins the concrete.

G. Thickness: Construction methods such as the use of measured screeds or guides shall be employed to ensure that the full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

H. Clean Up: Manufacturer installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.

I. Protection: The safety surface shall be allowed to fully cure in accordance with Manufacturer’s instructions. The surface shall be protected by the

Prime Contractor from all traffic during the curing period of at a minimum of 48 hours or as instructed by the Manufacturer.

J. Manufacturer Services: For poured in place safety surfacing, a Manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

3.03 SITE AREA CLEAN UP

A. The site shall be kept clean and free of tools, trash, and debris and installation materials daily. Products may be stored on site during installation with appropriate protective measures and approval by the City Engineer.

END OF SECTION

SECTION 32 84 00 – IRRIGATION

PART 1: GENERAL

1.01 DESCRIPTION

A It is the intent of these Specifications that any adjustments or modifications to the existing irrigation system shall be done so that the systems remains complete and be fully operable during construction and after construction is complete. All modifications to the pressure mainline will be done to the satisfaction of the City.

B The work shall include, but not limited to, coordination with the City's Authorized Representative to determine the extent of any adjustments, all labor and materials, including pot holing services to determine water line locations, transportation, and equipment necessary to perform the work.

C Irrigation modifications shall include, but not limited to, the re-alignment of the existing pressure main line to avoid conflict with the proposed improvements.

D The removal and disposal of existing piping and/or irrigation equipment determined by the City as not useful in making the irrigation system complete.

E Related Sections.

Section 32 90 00: Planting

F. Do not willfully modify the existing irrigation system when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that will not result in a workable irrigation system. Such obstructions or differences shall be brought to the attention of the City's Authorized Representative as soon as detected. In the event this notification is not performed the Contractor will bare all costs to correct the problem.

1.02 QUALITY ASSURANCE

A. Provide at least one English speaking person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the manufacturer's recommended methods of installation and who shall direct all work performed under this Section.

B. Manufacturer's directions shall be followed in all cases where the manufacturer of articles used furnishes directions covering points not shown in the Drawings and Specifications.

C. All local, municipal, and state laws, rules and regulations governing or relating to the installation of a irrigation pressure main lines are hereby incorporated into and made a part of these Specifications, and their provisions shall be carried out by the Contractor. Anything contained in these Specifications shall not be construed to conflict with any of the above rules and regulations of the same. However, when these Specifications and Drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these Specifications and Drawings shall take precedence.

D. All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to City.

E. Obtain the required licenses and permits including payments of charges and fees, give required notices to public authorities, verify permits secured or arrangements made by others affecting the work of this Section.

1.03 SUBMITTALS

A. Water Pressure Test:
   1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the city engineer a written verification of the existing water pressure on the project at each of the points of connection shown.
   2. The water pressure test shall be performed to measure the dynamic water pressure at the point of connection at the maximum flow rate of the proposed irrigation system as shown on the point of connection note. Dynamic water pressure is when water is flowing through the point of connection. Static water pressure readings when water is not flowing, are not acceptable.
   3. Written dynamic water pressure test confirmation shall be made on the contractor’s letterhead and include the flow rate during the test, the recorded water pressure, the date of the test and the time of the test.

B. Material List:
   1. After award of contract and before any irrigation system materials are ordered from suppliers or delivered to the job site, submit to the city engineer a complete list of all irrigation system materials, or processes proposed to be furnished and installed as part of this contract.
   2. The submittal materials list shall include the following information:
      a. A title sheet with the job name, the contractor's name, contractor's address and telephone number, submittal date and submittal number.
      b. An index sheet showing the item number (e.g. 1,2,3, etc.); an item description (e.g. sprinkler head); the manufacturer's name (e.g. Hunter Industries); the item model number (e.g. I-40-ADV/36V); and the page(s) in the submittal set that contain the catalog cuts.
      c. The catalog cuts shall be one or two pages copied from the most recent manufacturer's catalog that indicate the product submitted. Do not submit parts lists, exploded diagrams, price lists or other extra information.
      d. The catalog cuts shall clearly indicate the manufacturer's name and the item model number. The item model number, all specified options and specified sizes shall be circled on the catalog cuts.
      e. Submittals for equipment indicated on the legend without manufacturer names, or "as approved", shall contain the manufacturer, Class or Schedule, ASTM numbers and/or other certifications as indicated in these specifications.
   3. Submittal materials list format requirements:
      a. Submittals shall be provided as one complete package for the project in electronic pdf format. Multiple partial submittals will not be reviewed.
      b. Submittal package shall have all pages numbered in the lower right hand corner. Page numbers shall correspond with submittal index.
      c. Re-submitted packages must be revised to include only the equipment being re-submitted. Equipment previously reviewed and accepted shall not be re-submitted in the materials list/index sheet or in the catalog cut sheet package.

C. Substitutions: If the Contractor wishes to substitute any equipment or materials for those equipment or materials listed on the irrigation drawings and specifications, he may do so by providing the following information to the Architect for approval.
   1. Provide a written statement indicating the reason for making the substitution.
   2. Provide catalog cut sheets, technical data, and performance information for each substitute item.
   3. Provide in writing the difference in installed price if the item is accepted.

D. The Landscape Architect or city engineer will allow no substitutions without prior written acceptance

E. No substitutions of pump manufacturers, distributors or assemblies will be accepted.

F. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

G. The Architect will not review the submittal package unless provided in the format described above.

1.04 EXISTING CONDITIONS

A. Prior to excavating for new construction, the Contractor shall meet with the City Authorized Representative in the field to verify and be familiar with the possible locations and crossings of the existing pressure main lines.

B. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground and it shall take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the City's Authorized Representative who will arrange for relocations.

C. Protect all existing utilities and features to remain on and adjacent to the project site during construction. The Contractor will repair, solely at their cost, all damage resulting from its operations or negligence.

1.05 INSPECTIONS

A. Permit the City's Authorized Representative to visit and inspect at all times any part of the work and shall provide safe access for such visits.

B. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the City's Authorized Representative, a minimum of 48 hours in advance of where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's sole expense.

C. <u>Inspections will be required for the following at a minimum</u>:

1. Extent of repair and/or re-alignment of any portion of the existing pressure main line.

2. Testing any new connections to the existing main line

3. Prior to backfilling trenches.

D. Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the City's Authorized Representative for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

1.06 STORAGE AND HANDLING

A. Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Engineer and at no additional cost to the City.

B. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load.

1.07 CLEANUP AND DISPOSAL

A. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Do not bury waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris generated by his work and workmen at frequent intervals or when ordered to do so by the Engineer.

B. At the time of completion the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a disposal area that is fully and legally licensed.

1.08 COMPLETION

A. At the time of the pre-maintenance period inspection, the City's Authorized Representative and governing agencies will inspect the work and, if not accepted, prepare a list of items to be completed by the Contractor. At the time of the post-maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Engineer.

B. The City Engineer shall have final authority on all portions of the work.

C. Without any additional expense to the City, repair any settling of trenches, which may occur during the maintenance and establishment period following acceptance, to the City's satisfaction. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

1.09 GUARANTEE

A. The entire sprinkler system shall be unconditionally guaranteed against all defects and fault of material and workmanship, including settling of backfilled areas below grade, for a period of one (1) year following the filing of the Notice of Completion. The guarantee shall be valid unless existing equipment utilized on the project fails within the guarantee period.

B. Should any problem with the irrigation system be discovered within the guarantee period, and at no additional expense to City, correct it within ten (10) calendar days after receipt of written notice from City. When the nature of the repairs as determined by the City constitute an emergency (i.e. broken pressure line) the City may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the owner by the Contractor, all at no additional cost to the City.

C. Guarantee shall be submitted on Contractors own letterhead as follows:

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We shall repair or replace any defective material during the period of one year after date of filing of the Notice of Completion and also repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the owner. We shall make such repairs or replacements within 10 calendar days following written notification by the owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from owner, we authorize the owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefor upon demand.

PART 2: MATERIALS

2.01 SUMMARY

Use only new materials of the manufacturer, size and type satisfactory to the City. Materials or equipment installed or furnished that do not meet City standards will be rejected and shall be removed from the site at no expense to the City.

2.02 PIPE

A. All pressure supply lines downstream of backflow prevention unit shall be Schedule 40 solvent weld PVC. Piping shall conform to ASTM 1785.

2.03 PLASTIC PIPE AND FITTINGS

A. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion.

B. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

C. All solvent weld PVC fittings shall be standard weight Schedule 40 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated. All fittings shall conform to ASTM D2466.

D. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.

E. All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855.

F. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base teflon paste, tape, or approved equal.

2.04 BACKFLOW PREVENTION UNIT (EXISTING)

2.05 VALVES

A. Gate Valves

1. Gate valves shall be of the manufacturer, size, and type indicated on the Drawings.

2. Gate valves shall be constructed of a bronze body, gate and stem with a malleable iron hand wheel. Gate valves shall have threaded connections.

3. All gate valves shall have a minimum working pressure of not less than 150 psi and shall conform to AWWA standards.

B. Quick Coupler Valves:

1. Quick coupler valves shall be of the manufacturer, size, and type indicated on the Drawings.

2. Quick coupler valves shall be brass with a wall thickness guaranteed to withstand normal working pressure of 150 psi without leakage. Valves shall have 1” female threads opening at base, with two-piece body. Valves shall be operated only with a coupler key designed for that purpose. Coupler key shall be inserted into valve and a positive, watertight connection shall be made between the coupler key and valve.

C. Automatic Control Valves:

1. Automatic control valves shall be of the manufacturer, size, and type indicated on the Drawings.

2. Automatic control valves shall be electrically operated.

2.06 VALVE BOXES

A. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils.\

B. The valve box cover shall be green in color and secured with a hidden latch mechanism or bolts.

C. The cover and box shall be capable of sustaining a load of 1,500 pounds.

D. Valve box extensions shall be by the same manufacturer as the valve box.

E. Automatic control valve boxes shall be 16"x11"x12" rectangular size. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers.

F. Gate and quick coupler valve boxes shall be 10" circular size. Valve box covers shall be marked with either "GV" or "QCV" "heat branded" onto the cover in 2 inch high letters.

2.07 AUTOMATIC CONTROLLER (EXISTING)

2.08 ELECTRICAL

A. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installations.

B. All electrical work shall conform to local codes and ordinances.

2.08 LOW VOLTAGE CONTROL WIRING

A. Remote control wire shall be direct-burial AWG-UF type, size as required by the City and in no case smaller than 14 gauge.

B. Connections shall be either epoxy-sealed packet type or Penn-Tite connectors.

C. Ground wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" Plans located on controller door).

PART 3: EXECUTION

3.01 SITE CONDITIONS

A. Inspections:

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the City’s Authorized Representative.

2. Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved.

C. Grades:

1. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.

2. The Engineer shall accept final grades before work on this Section will be allowed to begin.

D. Field Measurements:

1. Make all necessary measurements in the field to ensure precise fit of items in accordance with the City requirements. Coordinate the installation of all irrigation materials with all other work.

2. Exercise extreme care in excavating and working near existing utilities. Repair damages to utilities, which are caused by Contractor's operations or neglect, at no additional cost to City.

E. Layout:

1. Prior to installation, stake out all pressure supply lines and routing. Locate all pressure supply lines in planted areas.

2. Cap and mark the locations of capped non-pressure lateral lines for future identification.

F. Water Supply:

Connections to, or the installation of, the water supply shall be as required by the City. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

3.02 TRENCHING

A. Excavations shall be straight with vertical sides, even grade, and support pipe continuously on bottom of trench. Trenching excavation shall follow layout as coordinated with the City requirements to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade.

B. Provide minimum cover of 24 inches on pressure supply lines.

C. Provide minimum cover of 24 inches for control wires.

D. Trenching across streets shall be done in accordance City standards. The method of installing piping under pavement will be approved by the City Engineer. Repair and/or replacement of damaged pavement including

Curb and Gutter will be done per City standards and to the satisfaction to the City Engineer.

E. Pipes installed in a common trench shall have a 6-inch minimum space between pipes.

3.03 BACKFILLING

A. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter.

B. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to 90% relative compaction and shall conform to adjacent grades.

C. Flooding in lieu of tamping is not allowed.

D. Under no circumstances shall truck wheels be used to compact backfill.

E. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

3.04 PIPING

A. The method to install piping under existing pavement will be approved by the City Engineer. Jacking, boring, or hydraulic driving will be considered. No hydraulic driving is permitted under asphalt pavement.

B. Cutting or breaking of existing pavement is not permitted.

C. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

D. Remove all dented and damaged pipe Sections.

E. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades.

F. Parallel lines shall not be installed directly over each other.

G. In solvent welding, use only the specified primer and solvent cement and make all joints in strict accordance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow

solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling.

H. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer.

I. Center load all plastic pipe prior to pressure testing.

J. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste.

K. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope an all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

3.05 MISCELLANEOUS EQUIPMENT

A. Install all assemblies specified herein according to the requirements of the City using best standard practices.

B. Quick coupler valves shall be set approximately 12 inches from walks, curbs, header boards, or paved areas where applicable.

3.06 FLUSHING THE SYSTEM

A. The Contractor will flush the pressure supply line daily, when new connections are made.

B. Not used

3.07 TESTING AND OBSERVATION

A. Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been observed, tested and accepted by the Engineer.

B. Notify the City's Authorized Representative a minimum of 48 hours in advance where and when the work is ready for testing.

C. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from City requirements or where the system has been willfully installed as required by the City when it is obviously inadequate, without bringing this to the attention of the City's Authorized Representative. This test shall be accepted by the City's Authorized Representative and accomplished before starting any planting.

3.08 COMPLETION CLEANING

A. Clean-up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed, and any damage sustained on the work of others shall be repaired to original conditions.

END OF SECTION

SECTION 32 90 00 - PLANTING

PART 1: GENERAL

1.01 DESCRIPTION

A. The general requirements apply to all Landscaping work operations. Provide labor, materials, tools, transportation and all incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 32 84 00: Irrigation

C. The Standard Specifications for Public Works Construction, "Greenbook", latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

D. Definitions.

1. City: City of Laguna Hills.

2. Engineer: City Engineer, or the City Engineer's designated representative.

3. ASTM: American Society of Testing Materials

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the City and the decision by the City as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for landscape materials (including plants and fertilizers) shall be given to the Engineer.

1.03 ENVIRONMENTAL REQUIREMENTS

A. Do not install landscape materials when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install landscape materials when wind velocity exceeds 30 mph (48 k/hr).

PART 2: PRODUCTS

2.01 REFERENCES

A. ANSI Z60.1 - Nursery Stock.

B. California State Department of Agriculture - Regulations for nursery inspections, rules, and grading.

2.02 TREES

A. Trees shall be grown by an established nursery having been in the business of growing trees, a minimum of five (5) years. At the option of the Engineer, trees shall be inspected and tagged at the nursery prior to shipment to the planting site.

Trees: All trees shall be of the specified container size and of the species specified.

B. Tree species indicated or listed in the “Plant Legend” on the Plans, shall be in accordance with the Standards of Practice recommended by the American Association of Nurserymen. Except for names not covered therein, the established custom of the nursery shall be followed.

C. Condition of trees shall be in accordance with the California State Department of Agriculture’s regulations for nursery inspections, rules, and grading and shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, or their eggs, and shall have healthy normal root systems, well filling their containers, but not to the point of being root bound.

D. Trees shall not be pruned prior to delivery, except as authorized by the City. In no case shall trees be topped before delivery.

E. The size of the trees shall correspond with that normally expected for species and variety of commercially available nursery stock, or as specified on the Plans. The minimum acceptable size of all trees,

measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the Plans. Trees larger in size than specified may be used with the approval of the City, but the use of larger plants will not serve as the basis for a change order.

F. All trees shall be subject to the inspection and acceptance of the City before planting. Trees will be inspected for size and condition of root growth, insects, injuries and defects and will be tagged at the nursery prior to delivery to the site.

2.04 FERTILIZERS, BACKFILL MATERIALS AND WATER

A. General.

1. Fertilizing and backfill materials shall comply with the applicable requirements of the State Food and Agricultural Code. All materials shall be packaged first grade, commercial quality products identified as to source, type of material, weight, and manufacturer's guaranteed analysis. Fertilizing and backfill material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals, or plants.

2. Furnish a Certificate of Compliance stating that the material substantially meets the specifications.

3. Backfill Mix:

a. 6 parts by volume on-site soil
b. 4 parts by volume composted organic amendment
c. 18 lb. Gro-Power per cubic yard of mix
d. 2lbs Iron Sulphate per cubic yard of mix

B. Commercial Fertilizer.

Commercial fertilizer shall be a palletized or granular product having a chemical analysis as specified on the Plans or in the Specifications. Commercial fertilizer shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used.

C. Composted Organic Soil Amendment.

1. Humus material shall have an acid-soluble ash content of no less than 5% and no more than 20%. Organic matter shall be at least 50% on a dry weight basis.

2. The pH of the material shall be between 6 and 7.5.

3. The salt content shall be less than 10 millimho/cm @ 25° C. in a saturated paste extract.

4. Boron content of the saturated extract shall be less than 1.0 parts per million.

5. Silicon content (acid-insoluble ash) shall be less than 50%.

6. Organic matter shall be at least 50% on a dry weight basis.

7. Calcium carbonate shall not be present if to be applied on alkaline soils.

8. Types of acceptable products are composts, manures, mushroom composts, straw, alfalfa, peat mosses etc. low in salts, low in heavy metals, free from weed seeds, free of pathogens and other deleterious materials.

9. Composted wood products are conditionally acceptable [stable humus must be present]. Wood based products are not acceptable which are based on red wood or cedar.

10. Sludge-based materials are not acceptable.

11. Carbon: nitrogen ratio is less than 25:1.

12. The compost shall be aerobic without malodorous presence of decomposition products.

13. The maximum particle size shall be 0.5 inch, 80% or more shall pass a No. 4 screen for soil amending. The maximum particle size shall be 0.25 inch for hydroseeding.

Maximum total permissible pollutant concentrations in amendment in parts per million on a dry weight basis:

arsenic	20	copper	150	selenium	50
cadmium	15	lead	200	silver	10
chromium	300	mercury	10	vanadium	400
cobalt	50	molybdenum	20	zinc	250
nickel	100				

D. Water.

1. Water shall be clean, fresh and free of substances or matter which could inhibit vigorous growth of plants

2. Water shall be supplied at Contractor's sole expense at no additional cost to City through the end of the maintenance period.

2.05 WOOD MULCH

A. Mulch shall be "Forest Floor" (0-2")

Available from or equal to:
Aguinaga Green
7992 Irvine Boulevard
Irvine, CA 92618
(949) 786-9558

B. The mulch shall consist of fibrous, woody bark mixture of varied particle size with the following characteristics:

Percent Passing	Sieve Size
90-100	25.4 mm (1")
80-100	12.7 mm (1/2")
20-60	6.35 mm (1/4")

C. Mulch shall be packaged in bales or bags unless the City approves a bulk source in advance of delivery to the site of the work. The Contractor shall submit one sample of three (3) different mulch materials.

D. The Engineer has the right to reject all samples and request additional samples until a suitable mulch material is approved.

2.06 SAMPLES

A. Samples of products and materials shall be required by the City. Submittals for inspection shall be stored on the site until furnishing of material is complete.

B. Delivery of products and materials may begin upon acceptance of samples or as directed by the City.

2.07 PLANT TABLETS

Plant tablets shall be Scotts Agriform, Gro-power or approved equal, 20-10-5 applied at the following rates:

Tablet Size	21 Gram					5 Gram
Container Size	1 Gallon and 10” pots	5 Gallon	15 Gallon	24” Box	36” Box and Larger	Ground Cover Plants
Application Rates (No. of Tablets)	1	3	8	20	One Tablet per each foot of height	1

PART 3: EXECUTION

3.01 GENERAL

Earthwork and on-site disposal of excavated material shall include placement, spreading, densification, cultivation and raking.

1. Unless otherwise provided, curbs, walks, irrigation systems, and similar improvements required by the Plans or Specifications shall be constructed following rough grading and before sodding.

2. Planting holes and backfill shall be as herein specified.

3. For preliminary rough grading and related earthwork, prepare areas for sodding work to within one-tenth foot (0.1’) of finish grade.

3. Fertilizing and conditioning materials shall be mechanically spread at a uniform rate. The quantities of materials necessary for the planting area shall be at the site and shall be verified by delivery tickets furnished to the Engineer before spreading.

3.02 FINISH GRADING

A. After spreading and raking, the soil shall be watered and allowed to settle to provide a stable surface, not overly densified to the extent that it will prevent aeration and water infiltration. After the soil has dried out to a workable condition, the planting areas shall be regraded, raked, and smoothed to the required grades and contours. Finish surfaces shall be clean and suitable for planting.

B. The finish grade shall be smooth, uniform, and free of abrupt grade changes and depressions to ensure surface drainage.

C. The finish grade below adjacent paving, curbs, or headers shall be one inch (1”) in lawn areas and two inches (2”) in shrub or ground cover areas.

3.03 TREE PLANTING GENERAL

A. All sprinkler/irrigation work shall be inspected and accepted by the City, prior to start of any work of this subsection.

B. Location of utility, structures and lines.

1. Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements.

2. In the event of a conflict between utilities and plant locations, promptly notify the Engineer who will arrange for one or the other to be relocated. If contractor fails to follow this procedure it shall repair all damages resulting from the work at contractor's sole expense.

C. All plants will be inspected by the Engineer prior to planting, including plants previously approved at the nursery. The Contractor shall be responsible for the condition of all trees, planted or otherwise, until acceptance.

D. Quantities.

1. Trees shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the Plans.

2. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.

E. Substitution.

1. Any trees specified by trade name or equal, shall be according to these Plans and Specifications.

2. Installation and use of substitute trees shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals must be accompanied by written proof of non-availability within a five hundred mile radius of the project site for trees originally specified and proof that material was ordered in a timely manner upon award of contract.

F. Protection and Storage.

1. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds.

2. Do not allow trees to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted or diseased trees, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense.

G. Moisten prepared surface immediately prior to installing trees.

H. Install trees within 24 hours after delivery to site.

I. Water trees immediately after installation.

J. Layout and Tree Location.

1. Layout of trees shall be performed by the Contractor and approved by the Engineer prior to planting

2. Tree locations will be staked by the Contractor and approved by the Engineer.

3.04 TREE AND SHRUB PLANTING

A. Planting Holes. Planting holes shall be approximately square. The holes shall be twice the width of the container, unless otherwise shown on the Plans. The holes shall be one-and-half times the depth of the root ball, or as shown on the Plans. The hole shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any trees having a broken or cracked root ball before or during planting shall not be planted.

B. Underground Obstructions. In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations will be selected by the City. Operation shall be done at no extra cost to the City.

C. Planting Procedures.

1. The backfill mix shall be as specified under paragraph 2.04, A, 3 and shall be thoroughly blended.

No mixing for individual planting holes is permitted. Mix planting soil prior to backfilling and stockpile at the site. Iron sulfate shall

not contact cement surfaces because severe staining could occur; repair or replace stained cement at Contractor's sole cost.

2. Remove bottom of box and set trees so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Place each tree in the center of the pit, remove box sides and backfill with prepared backfill. Compact the backfill mix around the ball or roots. Do not use soil in muddy condition for backfilling. Cut off all broken or frayed roots.

3. Thoroughly water each tree when the hole is one-half filled.

4. After watering, backfill the remainder of the hole and tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the tree is at the finished grade of the surrounding area.

5. After backfilling, a basin shall be constructed around each tree. Each basin shall be of a depth sufficient to hold at least six inches (6") of water. Basins shall be the same size as the container size of each individual tree. The the basins shall be constructed of amended backfill material.

6. Set the plant tablets to be used with each tree on the top of the root ball so the required number of tablets to be used in each hole can be easily verified. Bury tablets upon approval by the Engineer.

7. Immediately after planting, apply water to each tree by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

8. Apply water in sufficient quantities and as often as seasonal conditions require to keep the tree moist at all times, well below the root system.

9. Basins shall be maintained *thirty (30) days* following tree planting. They shall be removed at that time, unless otherwise directed by the Engineer.

D. Pruning. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-third of the branching structure. Upon approval of the Engineer, pruning may be done before delivery of plants, but not before plants have been inspected and approved.

E. Staking. All trees shall be staked per the planting details on the Plans. Staking shall be done immediately after planting.

3.05 MULCHING

Mulch shrub areas and trees after planting with two (2”) inches of mulch.

3.06 MAINTENANCE AND ESTABLISHMENT PERIOD

A. Maintenance and establishment period for trees will be one (1) year after “Date of Acceptance of Installation” of all planting areas. Request in writing from the Engineer notification of the date of the start of the maintenance period. At the acceptance of all planting, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer.

B. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer.

C. Maintain all trees on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period and shall continue to maintain them until final acceptance in accordance with the following.

1. Water and reapply mulch as necessary to promote a healthy growing condition. Re-stake if staking is not straight or solid. All areas shall be kept free of debris, weeds or litter. Keep project neat and attractive throughout the maintenance period.

2. Adjust the irrigation system to sufficiently saturate root zone without rotting trees.

3. Fertilize with “Gro-Power Plus” at 30 lbs./1000 sf every *thirty (30) calendar days*, during the maintenance period. Apply “Gro-Power Controlled Release Nitrogen” *five (5) calendar days* before the end of the maintenance period at manufacturer’s recommended rate.

D. Maintenance period shall be extended if plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of Engineer, the Engineer will issue to the Contractor a written notice of completion of maintenance.

3.09 WEED ABATEMENT

A. The weed abatement program shall proceed upon the completion of the irrigation system and after all existing weeds and growth has been removed from the planting areas. Begin watering daily for twenty-one (21) consecutive days and until weed seeds have germinated. Cease watering for three (3) days. Spray a non-selective herbicide (Roundup) to eradicate the germinated weeds. Allow herbicide sufficient time to kill weeds. Remove dead weeds within 1" of the soil surface. Repeat the non-selective herbicide application two more times. The contractor shall include a dye indicator with the third application of the non-selective herbicide.

B. If perennial weeds or grasses still exist, re-water four (4) times daily for fourteen (14) consecutive days until new growth appears. Reapply a non-selective herbicide with a dye indicator. Remove weeds after herbicide has had sufficient time to kill.

3.10 INSPECTION

A. All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours notice, will be billed to the Contractor.

B. Inspection is required for, and not necessarily limited to, the following parts of the work.

1. At completion of the incorporation of soil amendments and fine grading

2. Prior to digging plant pits for trees and shrubs.

3. Installing trees in the planting hole.

4. During backfilling of plant pits with amended backfill.

5. Final inspection at the end of the maintenance period.

END OF SECTION

SECTION 32 92 23 - SODDING

PART 1: GENERAL

1.01 DESCRIPTION

A. The General Provisions shall apply to all Sod work operations. Provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 32 84 00 Irrigation
Section 32 90 00 Planting

C. The Standard Specifications for Public Works Construction, "Greenbook" 2018 edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These specifications shall supersede conflicts with information given in the Standard Specification, unless otherwise determined by the Engineer.

D. Definitions.

1. City: City of Laguna Hills

2. Engineer: City Engineer, or the City Engineer's designated representative.

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone, and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Grower's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for sod fertilizers shall be given to the Engineer.

1.03 ENVIRONMENTAL REQUIREMENTS

A. Do not install sod when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install sod when wind velocity exceeds 30 mph (48 k/hr).

PART 2: PRODUCTS

2.01 REFERENCES

A. ANSI Z60.1 - Nursery Stock.

B. California State Department of Agriculture - Regulations for nursery inspections, rules, and grading.

2.02 SOD

A. Sod shall be West Coaster Tall Fescue, Big Rolls (42” Wide x 100’ Long) or approved equivalent grown by an established sod nursery having been in the business of growing sod a minimum of five (5) years. Sod shall be free of turf disease, insects, or weeds, and capable of healthy, vigorous growth.

B. Sod shall be grown in a blown sand medium. It shall be cut with a 1/2” to 3/4” thickness of soil that completely covers the root zone. Sod shall be wide cut, big roll. The sod shall arrive vigorous and have a lush appearance, uniform texture, and dark green color throughout with no dead or dying edge. The sod shall be sufficiently dense to bear handling and placement without tearing.

C. Nylon mesh in sod will not be accepted.

D. Sod to be certified RED ANT free by the grower.

E. Sod may be obtained from:

West Coast Sod
42-540 Melanie Pl

Palm Desert, CA 92211

2.03 FERTILIZERS, SOIL CONDITIONING MATERIALS AND WATER

A. General.

1. Fertilizing and soil conditioning materials shall comply with the applicable requirements of the City's Standards and Specifications. All materials shall be packaged first grade, commercial quality products identified as to source, type of material, weight, and manufacturer's guaranteed analysis. Fertilizing and soil conditioning material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals, or plants.

2. The Contractor shall furnish to the Engineer the Certificate of Compliance stating that the material substantially meets the City's specifications.

3. Exact fertilizing and conditioning materials and the required composition and quantities shall be determined by the agronomic soils test.

B. Commercial Fertilizer.

1. Commercial fertilizer shall be a palletized or granular product having a chemical analysis as specified on the Plans or in the Specifications. Commercial fertilizer shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used.

2. Pre-planting fertilizer composition to be 6-20-20. Post-planting composition shall be 6-20-20XB. Fertilizer shall provide one pound of P and K per 1,000 square feet. Nitrogen shall not exceed 1/3 pound per 1,000 square feet. Exact composition and type to be determined by agronomic soil test.

3. Fertilizer available from:

J.R. Simplot
Lathrop, CA 95330
Phone: (209) 858-2511, Fax: (209) 858-2519

C. Water.

1. Water shall be clean, fresh, and free of substances or matter which could inhibit vigorous growth of plants.

2. Water shall be supplied at Contractor's expense at no additional cost to the City through the end of the maintenance period.

PART 3: EXECUTION

3.01 FERTILIZING

A. Two to three days prior to sodding, fertilize with J.R. Simplot Best 6-20-20 at one pound of P and K per 1,000 square feet. Exact quantity shall be determined by the agronomic soil test

Adequately irrigate after application.

B. Fifteen days after sod installation is complete, fertilize as above with J. R. Simplot Best 16-20-20XB

3.02 INSTALLING SOD

A. Soil conditioning and fine grading shall be completed before sodding. No heavy equipment shall operate over the subgrade after grading is completed.

B. The subgrade shall be moist but not wet when sod is laid. Sod shall be laid with closely fitted joints, and the ends of the trips shall be staggered. Openings shall be plugged with sod.

C. Within two hours after installing sod and before rolling, the sod shall be adequately irrigated with a minimum of 1/2" of water. All seams and joints shall then be rolled until the sod is well bonded to the subgrade.

D. The area shall then be watered thoroughly with 2 to 4 inches of water to penetrate the subsoil at least 8 inches. Watering shall be repeated as necessary to keep the sod moist until rooted into the subgrade. Sodded areas shall be protected against foot traffic until the sod is well established.

3.03 MAINTENANCE

A. Maintenance period will be a minimum of ***ninety (90) days*** after Date of Acceptance by the City of all sod installation.

B. Maintenance includes:

1. Water, weed, fertilize, mow, edge and spray as necessary to promote a healthy growing condition. Keep project neat and attractive throughout the maintenance period.

2. Applying herbicides for weed control, as needed or directed by City, in accordance with manufacturer's instructions. Remedy damage resulting from the use of herbicides.

3. Exterminate rodents and insects as required.

4. Adjust irrigation system scheduling to sufficiently saturate root zone.

5. Repair or replace any damaged item caused by vehicles, vandals, bicycles, or foot traffic during the maintenance period.

6. (During growing season) fertilize turf every four weeks with one pound of nitrogen per 1,000 square feet in a complete fertilizer product (4-1-4 ratio).

C. Maintenance period may be extended if turf grass and other plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of the Engineer, the Contractor will be released through written notification by the Engineer.

D. Mow turf a minimum of two (2) times a week with the first mowing to be completed ***seven (7) days*** after installation of sod. Maintain a mowing height of 3/8" to ¾" inches. Do not cut more than 1/3 of grass blade at any one mowing. Grass shall be mowed with a sharp power driven reel mower. Clippings shall be collected and removed.

END OF SECTION

SECTION 32 90 10 - 90 DAY MAINTENANCE

PART 1: GENERAL

1.01 DESCRIPTION

A. The general requirements apply to all Landscaping work operations. Provide labor, materials, tools, transportation and all incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 32 84 00: Irrigation
Section 32 90 00: Planting
Section 32 92 23: Sod

C. The Standard Specifications for Public Works Construction, "Greenbook", 2018, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the City.

1.02 QUALITY ASSURANCE

A. Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the City and the decision by the City as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for landscape materials (including plants and fertilizers) shall be given to the Engineer.

1.03 ENVIRONMENTAL REQUIREMENTS

A. Do not install landscape materials when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install landscape materials when wind velocity exceeds 30 mph (48 k/hr).

PART 2: EXECUTION

2.01 MAINTENANCE AND ESTABLISHMENT PERIOD

A. Maintenance and establishment period for trees will be one (1) year after "Date of Acceptance of Installation" of all planting areas. Request in writing from the Engineer notification of the date of the start of the maintenance period. At the acceptance of all planting, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer.

B. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer.

C. Maintain all trees on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period and shall continue to maintain them until final acceptance in accordance with the following.

1. Water and reapply mulch as necessary to promote a healthy growing condition. Re-stake if staking is not straight or solid. All areas shall be kept free of debris, weeds or litter. Keep project neat and attractive throughout the maintenance period.

2. Adjust the irrigation system to sufficiently saturate root zone without rotting trees.

3. Fertilize with "Gro-Power Plus" at 30 lbs./1000 sf every *thirty (30) calendar days*, during the maintenance period. Apply "Gro-Power Controlled Release Nitrogen" *five (5) calendar days* before the end of the maintenance period at manufacturer's recommended rate.

D. Maintenance period shall be extended if plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of Engineer, the Engineer will issue to the Contractor a written notice of completion of maintenance.

2.02 WEED ABATEMENT

A. The weed abatement program shall proceed upon the completion of the irrigation system and after all existing weeds and growth has been removed from the planting areas. Begin watering daily for twenty-one (21) consecutive days and until weed seeds have germinated. Cease watering for three (3) days. Spray a non-selective herbicide (Roundup) to eradicate the germinated weeds. Allow herbicide sufficient time to kill weeds. Remove dead weeds within 1" of the soil surface. Repeat the non-selective herbicide application two more times. The contractor shall include a dye indicator with the third application of the non-selective herbicide.

B. If perennial weeds or grasses still exist, re-water four (4) times daily for fourteen (14) consecutive days until new growth appears. Reapply a non-selective herbicide with a dye indicator. Remove weeds after herbicide has had sufficient time to kill.

2.03 INSPECTION

A. All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours notice, will be billed to the Contractor.

B. Inspection is required for, and not necessarily limited to, the following parts of the work.

1. At completion of the incorporation of soil amendments and fine grading

2. Prior to digging plant pits for trees and shrubs.

3. Installing trees in the planting hole.

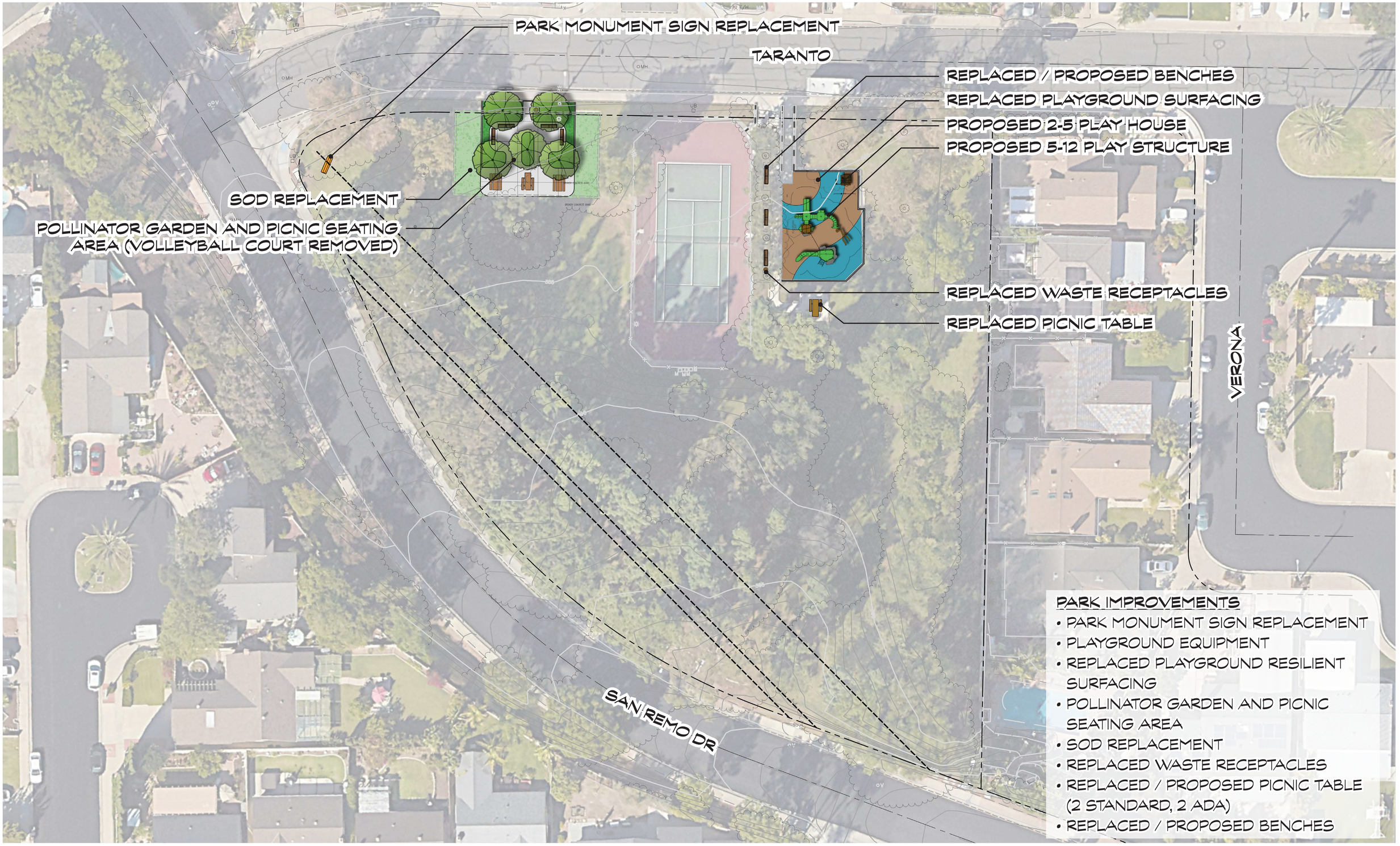
4. During backfilling of plant pits with amended backfill.

5. Final inspection at the end of the maintenance period.

END OF SECTION

Appendix B – Limited Geotechnical Investigation

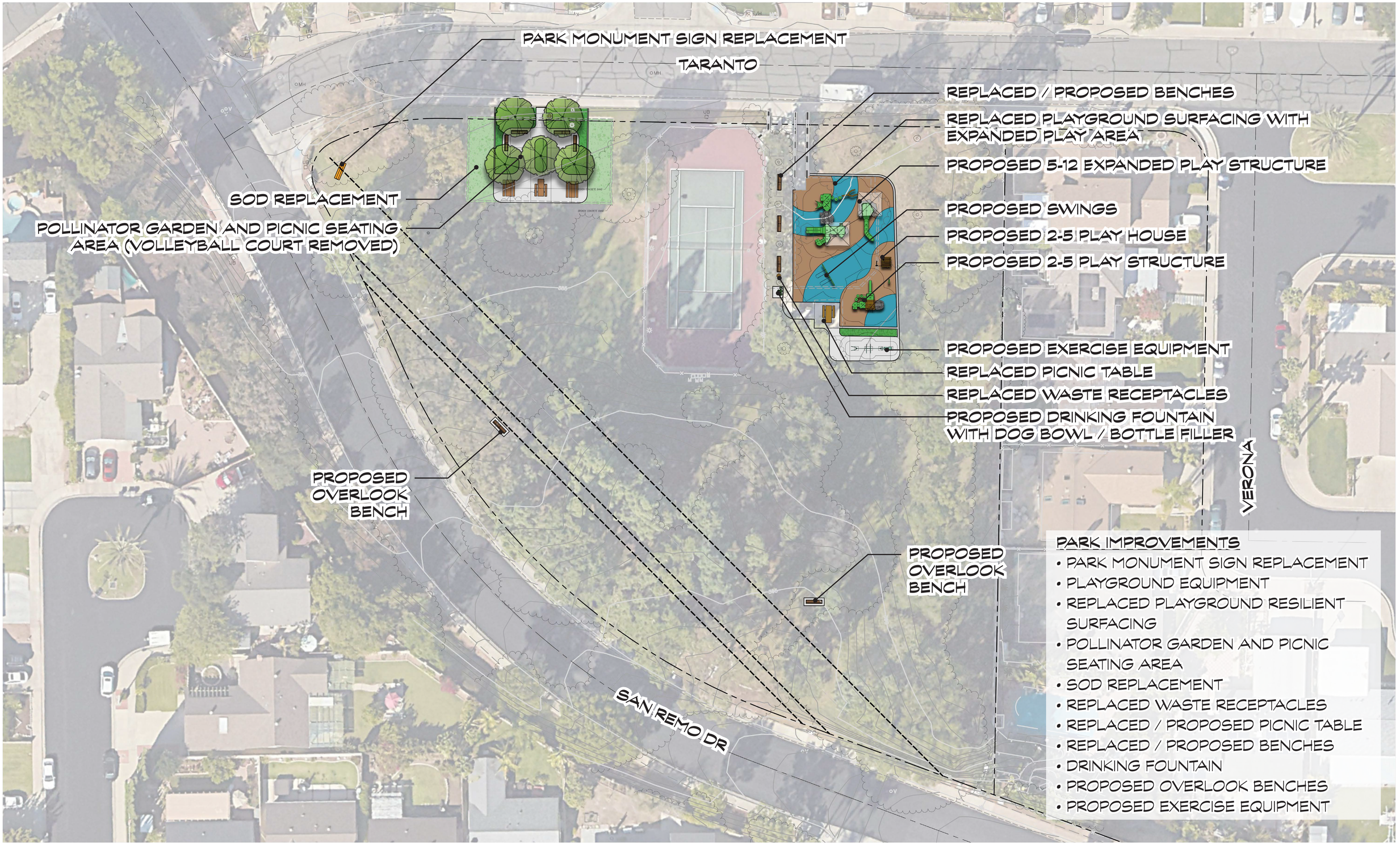
Appendix C – MACKENZIE PARK Project Plans



PARK IMPROVEMENTS

- PARK MONUMENT SIGN REPLACEMENT
- PLAYGROUND EQUIPMENT
- REPLACED PLAYGROUND RESILIENT SURFACING
- POLLINATOR GARDEN AND PICNIC SEATING AREA
- SOD REPLACEMENT
- REPLACED WASTE RECEPTACLES
- REPLACED / PROPOSED PICNIC TABLE (2 STANDARD, 2 ADA)
- REPLACED / PROPOSED BENCHES

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PARK IMPROVEMENTS

- PARK MONUMENT SIGN REPLACEMENT
- PLAYGROUND EQUIPMENT
- REPLACED PLAYGROUND RESILIENT SURFACING
- POLLINATOR GARDEN AND PICNIC SEATING AREA
- SOD REPLACEMENT
- REPLACED WASTE RECEPTACLES
- REPLACED / PROPOSED PICNIC TABLE
- REPLACED / PROPOSED BENCHES
- DRINKING FOUNTAIN
- PROPOSED OVERLOOK BENCHES
- PROPOSED EXERCISE EQUIPMENT

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SAN REMO PARK IMPROVEMENT PROJECT

23612 SAN REMO DRIVE

CITY OF LAGUNA HILLS, CA

GENERAL NOTES:

A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF APWA STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STATE STANDARD SPECIFICATIONS, UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, ALL SAFETY ORDERS OF THE STATE INDUSTRIAL COMMISSION, TITLE 3, RULES AND REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITING, STATE OF CALIFORNIA TITLE 24, SECTION T-20-1401 THROUGH T-20-1406, AND TITLE 20, SECTION 1401-1406 ENERGY REGULATIONS.

B. THE DESIGN ADEQUACY AND SAFETY OF EXCAVATION, ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE LANDSCAPE ARCHITECT OR STRUCTURAL ENGINEER OR CONSULTANTS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE NECESSARY SAFETY PRECAUTIONS AND MEASURE NECESSARY TO EXECUTE THE WORK. OBSERVATION VISITS TO THE SITE BY THE LANDSCAPE ARCHITECT OR ANY OF HIS CONSULTANTS SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

C. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN AND / OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY'S REPRESENTATIVE.

D. THE CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE TWO (2) WORKING DAYS PRIOR TO START OF CONSTRUCTION.

E. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT THEIR OPERATIONS IN SUCH A MANNER SO AS TO PREVENT DAMAGE TO EXISTING SUBSTRUCTURES. IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND TOTAL EXPENSE FOR REPAIR AND / OR REPLACEMENT OF SAID SUBSTRUCTURE.

F. THE CONTRACTOR SHALL PROVIDE 72-HOUR NOTICE TO AFFECTED UTILITIES WHEN RELOCATION IS REQUIRED.

G. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN THE HOURS OF 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR SUNDAY, OR HOLIDAYS AT ANY TIME EXCEPT AS APPROVED BY THE CITY.

H. THE CONTRACTOR SHALL NOT BLOCK DRIVEWAYS OR VEHICULAR TRAFFIC DURING THE PROCESS OF CONSTRUCTION.

I. THE CONTRACTOR SHALL COMPLY WITH CITY TRAFFIC CONTROL STANDARDS DURING CONSTRUCTION.

J. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT BEFORE START OF CONSTRUCTION (811).

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL DURING CONSTRUCTION AND MAINTENANCE PERIOD.

L. CONTRACTOR MAY REQUEST THE USE OR SUBSTITUTION OF ENVIRONMENTALLY PREFERABLE PRODUCTS & RECYCLED PRODUCTS, WHENEVER PRACTICABLE & COST EFFECTIVE.

M. ALL REVISIONS & CHANGE ORDERS TO THE APPROVED LANDSCAPE ARCHITECTURAL PLANS & SPECIFICATIONS ARE SUBJECT TO REVIEW & APPROVAL BY THE CITY BEFORE WORK MAY CONTINUE.

N. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A 6' HIGH TEMPORARY CHAINLINK CONSTRUCTION FENCE WITH LOCKABLE GATES AROUND ALL CONSTRUCTION AREAS. FENCING SHALL BE PROVIDED WITH CONTINUOUS GREEN MESH WINDSCREEN SECURELY FASTENED AT ALL CORNERS. FENCING SHALL INCLUDE SUFFICIENT SANDBAGS TO KEEP THE FENCE IN PLACE THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL MAINTAIN FENCING UNTIL CITY'S ACCEPTANCE OF THE WORK. CONTRACTOR TO MAINTAIN 24/7 VEHICULAR ACCESS TO BOTH THE PARK & LIFT STATION.

O. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS.

P. THE CONTRACTOR SHALL MAINTAIN SANITARY TOILET FACILITIES DURING CONSTRUCTION AS REQUIRED BY APPLICABLE REGULATIONS.

Q. THE GENERAL CONTRACTOR WARRANTS TO THE CITY AND THE LANDSCAPE ARCHITECT THAT ALL MATERIALS AND EQUIPMENTFURNISHED WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS.

R. PAVING, MASONRY AND CONCRETE SUBCONTRACTORS ARE TO COORDINATE WITH THE IRRIGATION SUBCONTRACTOR FORSLEEVING, PIPING AND/OR CONDUIT INSTALLATION UNDER OR THROUGH HARDSCAPE ELEMENTS.

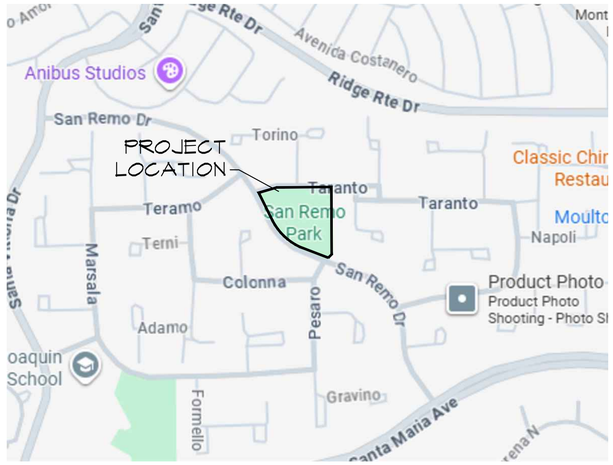
S. THE CONTRACTOR SHALL VERIFY ALL PROPERTY LINES OR LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.

T. IN THE CASE OF DISCREPANCIES IN THE DRAWINGS, SPECIFICATIONS SHALL TAKE PRECEDENCE OVER DETAILS, AND DETAILS SHALL TAKE PRECEDENCE OVER PLANS.

U. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED PROJECT UNLESS OTHERWISE SHOWN; THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES REQUIRED FOR SAME, WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES, WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS, WHETHER OF MATERIALS OR WORK, AND WHETHER PERFORMED PRIOR TO, DURING OR AFTER COMPLETION OF CONSTRUCTION, ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS BUT THEY DO NOT GUARANTEE GENERAL CONTRACTOR'S PERFORMANCE, AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.

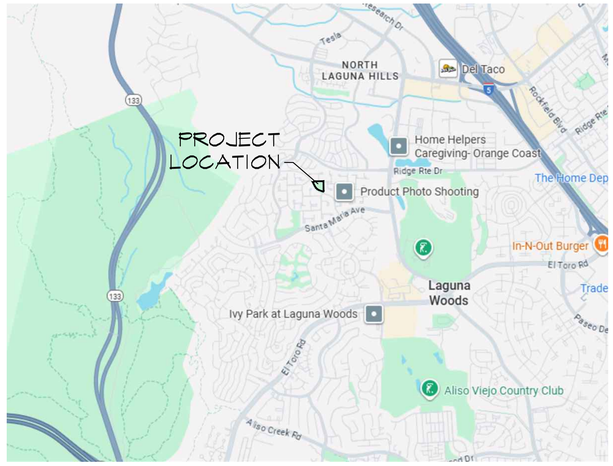
V. PLANT MATERIAL SUPPLIER AND/OR LANDSCAPE CONTRACTOR SHALL PROVIDE GUARANTEED EVIDENCE TO THE CITY THAT ALL PLANT MATERIAL IS CONSISTENT WITH THE APPROVED PLANT LEGEND CONSIDERING GENUS, SPECIES, CULTIVARS, & SIZE SPECIFIED. ALL PLANT MATERIAL NOT CONSISTENT WITH THE PLANT LEGEND MAY BE REJECTED.

LOCATION MAP:



SCALE: N.T.S.

VICINITY MAP:



SCALE: N.T.S.

PROJECT DIRECTORY:

LANDSCAPE ARCHITECT:
RJM DESIGN GROUP, INC.
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675
PHONE: (949) 493-2600
CONTACT: ANDY STEEN, LLA
ANDREW@RJMDESIGNGROUP.COM

CIVIL ENGINEER:
CIVTEC
999 CORPORATE DR., SUITE 100
LADERA RANCH, CA 92694
PHONE: (949) 463-8822
CONTACT: TOM CARCELLI, PE, QSD
TEC@CIVTEC.NET

IRRIGATION CONSULTANT:
GLASIR DESIGN
424 NEW JERSEY LANE
PLACENTIA, CA 92870
PHONE: (714)514-9380
CONTACT: CHRIS CURRY
CHRIS@GLASIRDESIGN.COM

SHEET INDEX:

1.	T-0.00	TITLE SHEET
2.	C-0.1	TITLE SHEET
3.	C-0.2	DETAIL SHEET
4.	D-1.1	DEMOLITION PLAN
5.	C-1.1	PRECISE GRADING PLAN
6.	C-2.1	WATER / DRAINAGE PLAN
7.	C-3.1	EROSION CONTROL PLAN
8.	C-4.1	HORIZONTAL CONTROL PLAN
9.	L-1.01	BASE BID CONSTRUCTION PLAN
10.	L-1.02	ADDITIVE BID CONSTRUCTION PLAN
11.	L-2.01	BASE BID CONSTRUCTION DETAILS
12.	L-2.02	BASE BID CONSTRUCTION DETAILS
13.	L-2.03	ADDITIVE BID CONSTRUCTION DETAILS
13.	L-2.04	ADDITIVE BID CONSTRUCTION DETAILS
14.	L-3.00	IRRIGATION LEGEND AND NOTES
15.	L-3.01	BASE BID IRRIGATION PLAN
16.	L-3.02	ADDITIVE BID IRRIGATION PLAN
17.	L-4.01	IRRIGATION DETAILS
18.	L-5.01	BASE BID PLANTING PLAN
19.	L-5.02	ADDITIVE BID PLANTING PLAN
20.	L-6.01	PLANTING DETAILS

SURVEY RESPONSIBILITY NOTES:

A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE FIELD LAYOUT OF THE PROPOSED SITE IMPROVEMENTS INCLUDING, BUT NOT NECESSARILY LIMITED TO, HORIZONTAL AND VERTICAL CONTROL AND DIMENSIONAL COORDINATION AS NECESSARY TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS SURVEY WORK SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AND SHALL PROVIDE FOR THE SURVEY AND STAGING OF ALL CONSTRUCTION ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDING LOCATIONS, PAVING EDGES/ALIGNMENT FENCING, WALLS, LIGHT FIXTURES, SIGNS, MOW CURBS, SPECTATOR SEATING, SHADE STRUCTURES, HOME PLATES, BASE LINES, CURB AND GUTTER ALIGNMENTS, CATCH BASINS, DRAINS, ETC.

B. AN AUTOCAD-COMPATIBLE .DWG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR THEIR USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND IS INTENDED TO ASSIST THE SURVEYOR IN THE LAYOUT OF THE PROPOSED IMPROVEMENTS.

C. THE DIGITAL INFORMATION PROVIDED BY RJM DESIGN GROUP, INC. SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN FOR THE PROJECT DESCRIBED ABOVE AND SHALL NOT BE RELEASED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF RJM DESIGN GROUP, INC. THE INFORMATION CONTAINED ON THE ELECTRONIC MEDIA IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND SHALL REMAIN THE PROPERTY OF RJM DESIGN GROUP, INC.

UTILITY LOCATOR NOTES:

FOR CONSTRUCTION WORK LOCATED ON, AND ADJACENT TO THE PROJECT SITE, CONTRACTOR TO CONDUCT THE FOLLOWING:

1. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL RETAIN AN INDEPENDENT UTILITY LOCATOR COMPANY, AT THEIR OWN EXPENSE, TO VERIFY ALL EXISTING UTILITY LOCATIONS, HEIGHTS, AND DEPTHS THROUGHOUT THE ENTIRE WORK AREA. THE UTILITY LOCATOR SHALL DETERMINE THE SIZE, AND TYPE OF ALL UTILITIES, AND IF DIRECT BURIED, OR IN CONDUIT.
2. THE CONTRACTOR SHALL REPORT ALL UTILITY LOCATIONS, HEIGHTS, DEPTHS, AND CONDITIONS TO THE CITY'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY FIELD CORRECTIONS DUE TO FAILURE TO RETAIN AN INDEPENDENT UTILITY LOCATOR COMPANY AND/OR REPORT FINDINGS TO THE CITY'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
3. FOR CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT OF WAY, CONTACT DIGALERT AT 811, TO VERIFY ALL EXISTING UTILITY LOCATIONS, HEIGHTS, DEPTHS, SIZES, AND TYPE, AND IF DIRECT BURIED, OR IN CONDUIT.
4. CITY-ISSUED ENCROACHMENT PERMIT IS REQUIRED FOR POTHOLING TO VERIFY EXISTING LOCATION OF UTILITIES.
5. UTILITY LOCATOR FEES WILL BE WAIVED.

PROJECT MAINTENANCE:

- CITY PROJECT, ALL LANDSCAPE MAINTENANCE WILL BE HANDLED BY CITY CONTRACTED MAINTENANCE PROVIDERS.

SCALE: N.T.S.

SUBMITTALS:

1. 1ST SUBMITTAL - 11/05/2025
2. 2ND SUBMITTAL - 12/23/2025
3. 3RD SUBMITTAL - 03/05/2026

RECORD DRAWINGS:

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE AS-BUILT DRAWINGS OF THE COMPLETE, INSTALLED SITE IMPROVEMENTS. CONTRACTOR'S AS-BUILT DRAWINGS WILL BE TURNED OVER TO THE CITY/PROJECT LANDSCAPE ARCHITECT FOR THE COMPLETION OF RECORD DRAWINGS FOR CITY FILES.

UTILITIES:

GAS:
SOCAL GAS
(877)238-0092

ELECTRIC:
SO. CAL. EDISON
(800)655-4555

WATER/SEWER:
EL TORO
WATER DISTRICT
(949)837-7050

UNDERGROUND SERVICE ALERT

CALL: 811

TWO WORKING DAYS BEFORE YOU DIG

RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT — LARRY P. RYAN LICENSE NO. 2502 — STATE OF CALIFORNIA
Signature
03/30/2026
Renewal Date
3/31/2026
Date

REVISIONS	DATE

SHEET TITLE

TITLE SHEET

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

T-0.00

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PRECISE GRADING PLANS
FOR
SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS
COUNTY OF ORANGE, CA
STATE OF CALIFORNIA

STANDARD GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE GRADING CODE OF THE CITY OF LAGUNA HILLS AND ANY SPECIAL REQUIREMENTS OF THE PERMIT. A COPY OF THE GRADING CODE AND MANUAL SHALL BE RETAINED ON THE JOB SITE WHILE WORK IS IN PROGRESS. WHEN REFERENCED ON THE PLANS, A COPY OF ORANGE COUNTY PUBLIC WORKS STANDARD PLANS AND STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION SHALL ALSO BE RETAINED ON THE SITE.
2. GRADING SHALL NOT BE STARTED WITHOUT FIRST NOTIFYING THE GRADING INSPECTOR. A PRE-GRADING MEETING ON THE SITE IS REQUIRED BEFORE START OF GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOIL ENGINEER, ENGINEERING GEOLOGIST, GRADING INSPECTOR AND WHEN REQUIRED, THE ARCHAEOLOGIST AND PALEONTOLOGIST. THE REQUIRED INSPECTIONS FOR GRADING WILL BE EXPLAINED AT THIS MEETING.
3. ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR AN EROSION CONTROL PLAN OR PERMITS FROM OTHER AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED ON THIS PLAN.
4. THE GRADING PERMIT AND AN APPROVED COPY OF THE GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS.
5. PRELIMINARY SOIL AND GEOLOGY REPORTS, AND ALL SUBSEQUENT REPORTS AS APPROVED BY THE CITY, ARE CONSIDERED A PART OF THE APPROVED GRADING PLAN.
6. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND THE CODE WITHIN THEIR PURVIEW.
7. THE CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CODE AND ANY SPECIAL CONDITIONS OF THE PERMIT WITHIN THEIR PURVIEW.
8. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL, AFTER CLEARING AND PRIOR TO THE PLACEMENT OF FILL IN CANYON, INSPECT EACH CANYON FOR AREAS OF ADVERSE STABILITY AND DETERMINE THE PRESENCE OR ABSENCE OF SUBSURFACE WATER OR SPRING FLOW. IF NEEDED, SUBDRAINS WILL BE DESIGNED AND CONSTRUCTED PRIOR TO THE PLACEMENT OF FILL IN EACH RESPECTIVE CANYON.
9. SUBDRAIN OUTLETS SHALL BE COMPLETED AT THE BEGINNING OF THE SUBDRAIN CONSTRUCTION.
10. THE EXACT LOCATION OF THE SUBDRAINS SHALL BE SURVEYED IN THE FIELD FOR LINE/GRADE AND SHOWN ON AS-GRADED PLANS.
11. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED IN WRITING BY THE SOILS ENGINEER AND THE GRADING INSPECTOR PRIOR TO PLACING FILL.
12. FILLS SHALL BE BENCHED INTO COMPETENT MATERIAL PER ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1322.
13. ALL EXISTING FILLS SHALL BE APPROVED BY THE GRADING INSPECTOR OR REMOVED PRIOR TO PLACING ADDITIONAL FILLS.
14. FILLS SHALL BE COMPACTED THROUGHOUT TO A MINIMUM OF 90% RELATIVE COMPACTION. AGGREGATE BASE FOR ASPHALTIC AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION, MAXIMUM DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-1 OR APPROVED EQUIVALENT AND FIELD DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-2 OR APPROVED EQUIVALENT.
15. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1) EXCEPT WHERE SPECIFICALLY APPROVED OTHERWISE.
16. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY THE ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL SUBMIT RECOMMENDED TREATMENT TO THE GRADING INSPECTOR FOR APPROVAL.
17. WHERE SUPPORT OR BUTTRESSING OF CUT AND NATURAL SLOPES IS DETERMINED TO BE NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, THE SOIL ENGINEER SHALL SUBMIT DESIGN, LOCATION AND CALCULATIONS TO THE GRADING INSPECTOR PRIOR TO CONSTRUCTION. THE ENGINEERING GEOLOGIST AND SOIL ENGINEER SHALL INSPECT AND CONTROL THE CONSTRUCTION OF THE BUTTRESSING AND CERTIFY TO THE STABILITY OF THE SLOPE AND ADJACENT STRUCTURES UPON COMPLETION.
18. WHEN CUT PADS ARE BROUGHT TO NEAR GRADE, THE ENGINEERING GEOLOGIST SHALL DETERMINE IF THE BEDROCK IS EXTENSIVELY FRACTURED OR FAULTED AND WILL READILY TRANSMIT WATER. IF CONSIDERED NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, A COMPACTED FILL BLANKET WILL BE PLACED.
19. ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE SOIL ENGINEER PER THE GRADING CODE.
20. ANY EXISTING IRRIGATION LINES AND CISTERNS SHALL BE REMOVED OR CRUSHED IN PLACE AND APPROVED BY THE GRADING INSPECTOR AND SOIL ENGINEER.
21. ANY EXISTING WATER WELLS SHALL BE ABANDONED IN COMPLIANCE WITH THE SPECIFICATIONS APPROVED BY THE ORANGE COUNTY HEALTH CARE AGENCY, AND DIVISION OF ENVIRONMENTAL HEALTH.
22. ANY EXISTING CESSPOOLS AND SEPTIC TANKS SHALL BE ABANDONED IN COMPLIANCE WITH THE UNIFORM PLUMBING CODE TO THE APPROVAL OF THE GRADING INSPECTOR.
23. STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE GRADING INSPECTOR PRIOR TO EXCAVATION.
24. EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE GRADING INSPECTOR.
25. THE PERMITTEE SHALL COMPLY WITH THE GRADING CODE REQUIREMENTS FOR HAUL ROUTES WHEN AN EXCESS OF 5,000 CUBIC YARDS OF EARTH IS TRANSPORTED TO OR FROM A PERMITTED SITE ON PUBLIC ROADWAYS.
26. THE PERMITTEE IS RESPONSIBLE FOR DUST CONTROL MEASURES.
27. THE PERMITTEE SHALL GIVE RESPONSIBLE NOTICE TO THE OWNER OF ADJOINING LANDS AND BUILDINGS PRIOR TO BEGINNING EXCAVATIONS THAT MAY AFFECT THE LATERAL AND SUBJACENT SUPPORT OF THE ADJOINING PROPERTY. THE NOTICE SHALL STATE THE INTENDED DEPTH OF EXCAVATION AND WHEN THE EXCAVATION WILL COMMENCE. THE ADJOINING OWNER SHALL BE ALLOWED AT LEAST 30 DAYS AND REASONABLE ACCESS ON THE PERMITTED PROPERTY TO PROTECT HIS STRUCTURE, IF HE SO DESIRES, UNLESS OTHERWISE PROTECTED BY LAW.
28. ALL CONCRETE STRUCTURES THAT COME IN CONTACT WITH THE ON-SITE SOILS SHALL BE CONSTRUCTED WITH TYPE V CEMENT,UNLESS DEEMED UNNECESSARY BY SOLUBLE SULPHATE-CONTENT TESTS CONDUCTED BY THE SOILS ENGINEER.
29. SLOPES EXCEEDING 5 FEET IN HEIGHT SHALL BE PLANTED WITH AN APPROVED PLANT MATERIAL PRIOR TO CERTIFICATE OF OCCUPANCY. IN ADDITION, SLOPES EXCEEDING 15 FEET IN HEIGHT SHALL BE PROVIDED WITH AN APPROVED IRRIGATION SYSTEM.
30. ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN OPEN UNTIL FACILITIES TO HANDLE STORMWATER ARE APPROVED AND FUNCTIONAL; HOWEVER, IN ANY CASE, THE PERMITTEE SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
31. TEMPORARY SANITATION FACILITIES SHALL BE MAINTAINED ON THE SITE DURING THE COURSE OF CONSTRUCTION.
32. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
33. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING.
34. GRADING OPERATIONS INCLUDING MAINTENANCE OF EQUIPMENT WITHIN ONE-HALF MILE OF A HUMAN OCCUPANCY SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. DAILY, ON SUNDAY, OR ON A FEDERAL HOLIDAY.
35. ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN 1,000 FEET OF A DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS.
36. ALL OPERATIONS SHALL COMPLY WITH THE LAGUNA HILLS MUNICIPAL CODE FOR NOISE CONTROL.
37. STOCKPILING AND/OR VEHICLE STAGING AREAS SHALL BE LOCATED AS FAR AS PRACTICABLE FROM DWELLINGS AND WITHIN THE LIMITS OF THE GRADING PERMIT.
38. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
39. PAVEMENT SECTIONS SHALL BE NO LESS THAN 4" ASPHALT CONCRETE OVER 6" AGGREGATE BASE AND PRIOR TO ROUGH GRADE RELEASE FOR BUILDING PERMITS BY THE GRADING INSPECTOR, THE SOILS ENGINEER SHALL SUBMIT FOR APPROVAL, PAVEMENT SECTION RECOMMENDATIONS BASED ON 'R' VALUE ANALYSIS OF THE SUB-GRADE SOILS, AND EXPECTED TRAFFIC INDICES.
40. ASPHALT CONCRETE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1805.
41. AGGREGATE BASE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD NO. 1804.
42. ROOF GUTTERS SHALL BE INSTALLED TO PREVENT ROOF DRAINAGE FROM FALLING ON MANUFACTURED SLOPES.
43. THE CIVIL ENGINEER, AS A CONDITION OF ROUGH GRADE APPROVAL, SHALL PROVIDE A BLUE TOP WITH ACCOMPANYING WITNESS STAKE, SET AT THE CENTER OF EACH PAD REFLECTING THE PAD ELEVATION FOR PRECISE PERMITS AND A BLUE TOP WITH WITNESS STAKE SET AT THE DRAINAGE SCALE HIGH POINT REFLECTING THE HIGH POINT ELEVATION FOR PRELIMINARY PERMITS.
44. PRIOR TO FINAL APPROVAL, THE CIVIL ENGINEER SHALL CERTIFY TO THE GRADING INSPECTOR THE AMOUNT OF EARTH MOVED DURING THE GRADING OPERATION.
45. THE ENGINEERING GEOLOGIST SHALL PERFORM PERIODIC INSPECTION AND SUBMIT A COMPLETE REPORT AND MAP UPON COMPLETION OF THE ROUGH GRADING.
46. THE GRADING CONTRACTOR SHALL SUBMIT A STATEMENT OF COMPLIANCE TO THE APPROVED GRADING PLAN PRIOR TO FINAL APPROVAL.
47. THE COMPACTION REPORT AND APPROVAL FROM THE SOIL ENGINEER SHALL INDICATE THE TYPE OF FIELD-TESTING PERFORMED, THE METHOD OF OBTAINING THE IN-PLACE DENSITY SHALL BE IDENTIFIED WHETHER SAND CONE, DRIVE RING, OR NUCLEAR, AND SHALL BE NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
48. IN THE EVENT THAT SOIL CONTAMINATION IS DISCOVERED DURING EXCAVATION AND REMOVAL OF AN EXISTING TANK, WORK SHALL BE STOPPED UNTIL A SITE ASSESSMENT AND MITIGATION PLAN HAS BEEN PREPARED, SUBMITTED AND APPROVED BY COUNTY OF ORANGE ENVIRONMENTAL HEALTH AND THE CITY.
49. SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE CONSTRUCTION AND REPLACED AFTER CONSTRUCTION PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE.
50. RETAINING WALLS ARE NOT APPROVED PER THIS GRADING PLAN. RETAINING WALLS REQUIRE A SEPARATE BUILDING PERMIT.
51. OTHER BUILDING IMPROVEMENTS SUCH AS STAIRS, BUILDINGS, SWIMMING POOLS, ETC. REQUIRE A SEPARATE BUILDING PERMIT.

EROSION CONTROL NOTES

1. IN THE CASE OF EMERGENCY, CALL (NAME)_____AT WORK PHONE #_____, HOME PHONE #_____, OR CELLULAR PHONE # _____
2. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
3. EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
4. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
5. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
6. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
7. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
8. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
9. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
10. PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
11. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
12. FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
13. THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
14. THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2013-0001 AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
15. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
16. IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.

DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)

17. WIND EROSION BMPS (DUST CONTROL) SHALL BE IMPLEMENTED.
18. SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
19. BMPS TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
20. APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
21. APPROPRIATE NON-STORM WATER BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
22. THERE SHALL BE A 'WEATHER TRIGGERED' ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPS AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
23. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPS (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPS AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
24. DEPLOYMENT OF PERMANENT EROSION CONTROL BMPS (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
25. PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION, DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSIVE IMPACT OF RAIN OR RUNOFF.

WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)

26. SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
27. ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST RESULT IN A MORE ROBUST BMP, OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
28. THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMP'S PRIOR TO A PREDICTED RAINSTORM.
29. A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMP'S (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
30. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY EROSION AND SEDIMENT CONTROL BMP'S NECESSARY TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE FOR EROSION AND TO PREVENT SEDIMENT DISCHARGES SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PERMANENT PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATION BMP'S ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.

LEGAL DESCRIPTION

LOT 222 OF TRACT MAP 7311, FILED IN BOOK 460, PAGES 18 TO 31, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

APN: 616-252-01

BENCHMARK

OCS BM "3X-65-13"
ELEVATION 361.191' [NAVD88, LEVELED 2014]

DESCRIBED BY OCS 2013 – FOUND 4" OCS ALUMINUM BENCHMARK DISK STAMPED "3X-65-13", SET IN THE SE'LY CORNER OF A 5.5' X 3' CONCRETE FOOTING FOR A TRAFFIC SIGNAL PANEL 1.6' ABOVE THE SIDEWALK. MONUMENT IS LOCATED IN THE NW'LY PORTION OF THE INTERSECTION OF MOULTON PKWY. AND SANTA MARIA AVE.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF TARANTO SHOWN AS N 88°59'35" W ON TRACT MAP 7311, FILED IN BOOK 280, PAGES 39 TO 43, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

NOTICE TO CONTRACTOR

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO, OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING, AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ANY NECESSARY ADJUSTMENTS TO ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PREVENT DAMAGE TO ANY UTILITY FACILITIES SHOWN AND ANY OTHER FACILITIES NOT SHOWN ON THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON THESE PLANS AGREE THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THEY WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. THIS INCLUDES PROVIDING FOR THE SAFETY OF ALL PERSONS AND PROPERTY AND SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTORS AND SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND DESIGN PROFESSIONAL FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE DESIGN PROFESSIONAL.

EXISTING UNDERGROUND STRUCTURES

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND PIPES OR CONDUITS SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE THE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. LOCATE ALL UTILITIES BEFORE CONSTRUCTION.

LEGEND

PROPERTY LINE	AC	ASPHALT CONCRETE	POC	POINT OF CONNECTION
LIMITS OF GRADING	AB	AGGREGATE BASE	RD	ROOF DRAIN
	BOW	BACK OF WALK	RG	ROUGH GRADE
	BLDG	BUILDING	RL	RIDGELINE
410 EXISTING CONTOUR	CB	CATCH BASIN	ROW	RIGHT OF WAY
410.2 EXISTING SPOT ELEVATION	CLF	CHAIN LINK FENCE	SD	STORM DRAIN
	C&G	CURB & GUTTER	ST.	STREET
410 PROPOSED CONTOUR	CL	CENTERLINE	TC	TOP OF CURB
	CO	CLEANOUT	TD	TOP OF DECK
PROPOSED SLOPE	CONC	CONCRETE	TEL	TELEPHONE
	DG	DECOMPOSED GRANITE	TG	TOP OF GRATE
12"W EXISTING UTILITY LINE (TYPE AND SIZE AS NOTED)	DWY	DRIVEWAY	TF	TOP OF FOOTING
	DF	DRINKING FOUNTAIN	TMH	TOP OF MANHOLE
	ELEC	ELECTRIC	TOS	TOP OF SUBGRADE
GB GRADE BREAK LINE	EP	EDGE OF PAVEMENT	TW	TOP OF WALL
	FF	FINISHED FLOOR	S OR SEW	SANITARY SEWER
FLOWLINE	FG	FINISHED GRADE	SCO	SEWER CLEAN OUT
	FH	FIRE HYDRANT	STA	STATION
FLOW DIRECTION	FL	FLOWLINE	W OR WAT	WATER
	FS	FINISHED SURFACE	WIF	WROUGHT IRON FENCE
STORM DRAIN & GRATE	GB	GRADE BREAK	WM	WATER METER
	HP	HIGH POINT	WV	WATER VALVE
STORM DRAIN AND CLEANOUT	INV	INVERT		
	IRR OR IRRIG	IRRIGATION		
STREET LIGHT	LP	LOW POINT		
	MH	MANHOLE		
VALVE	P/A	PLANTER AREA		
	OC	ON CENTER		
CONCRETE (PEDESTRIAN) PER LANDSCAPE ARCHITECT PLANS	PCC	PORTLAND CONCRETE CEMENT		
	PP	POWER POLE		

CONSTRUCTION NOTES/ESTIMATE OF QUANTITIES

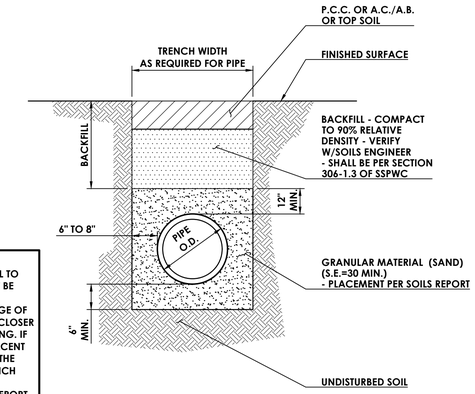
NO.	DESCRIPTION	QUANTITY	
	GENERAL CONSTRUCTION NOTES	BASE BID	BID ALT.
10	PROTECT IN PLACE	-	-
11	CONSTRUCT WALK PER LANDSCAPE ARCHITECT PLANS	-	-
12	CONSTRUCT RUBBER SURFACE PER LANDSCAPE ARCHITECT PLANS	-	-
	STORM DRAIN CONSTRUCTION NOTES		
20	CONSTRUCT RUBBER SURFACE PLAY AREA SUBDRAIN PER DETAIL 1, SHEET C-0.2	1 EA	+ 0 EA
21	CONSTRUCT 6" PVC, SDR 35, STORM DRAIN PIPE, BEDDING DETAIL 2, SHEET C-0.2	0 LF	+ 8 LF
22	CONNECT TO EXISTING STORM DRAIN WITH COUPLING OR CUT-IN TEE	1 EA	+ 0 EA
	WATER / DRAINAGE CONSTRUCTION NOTES		
30	CONNECT WATER LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS	0 EA	1 EA
31	CONNECT DRAINAGE LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS	0 EA	1 EA
32	CONNECT TO EXIST. WATER LINE	0 EA	1 EA
33	CONSTRUCT 1" B.F.P.A. (BACKFLOW PREVENTION ASSEMBLY) PER EL TORO WATER DISTRICT STD. DWG. W-1	0 EA	EA
34	CONSTRUCT 1" PVC (SCH 80) WATER LINE, BEDDING PER DETAIL 2, SHEET C-0.2	0 LF	LF
35	CONSTRUCT 4" PVC DRAIN LINE (SDR 26), BEDDING PER DETAIL 2, SHEET C-0.2	0 LF	LF
36	CONSTRUCT DRAINAGE SUMP PER DETAIL 3, SHEET C-0.2	0 EA	EA
	DEMOLITION NOTES - SEE SHEET D-1.1		

NOTICE TO THE CONTRACTOR

THE ESTIMATES OF IMPROVEMENT AND GRADING QUANTITIES AS SHOWN HEREON ARE PROVIDED FOR SATISFYING PLAN CHECK INFORMATION REQUIREMENTS ONLY. THE CONTRACTOR SHALL PERFORM AN INDEPENDENT ESTIMATE OF ALL IMPROVEMENT QUANTITIES INCLUDING GRADING QUANTITIES, AND SHALL USE SAME AS A BASIS FOR HIS BID(S) AND CONTRACT(S).

EARTHWORK

	BASE BID	BID ALT.	
AREA DISTURBED:	0.14±	+ 0.07±	ACRES
CUT*	200	+ 100



NOTE:
TRENCHES ADJACENT AND PARALLEL TO BUILDING FOUNDATIONS SHALL NOT BE BELOW A 1:1 PLANE PROJECTED DOWNWARD FROM THE BOTTOM EDGE OF THE ADJACENT FOOTING AND NOT CLOSER THAN 18" FROM THE FACE OF FOOTING. IF THIS CONDITION OCCURS THE ADJACENT FOOTING SHOULD BE DEEPENED OR THE UTILITY CONSTRUCTED AND THE TRENCH BACKFILLED AND COMPACTED PER RECOMMENDATIONS IN THE SOILS REPORT PRIOR TO FOOTING CONSTRUCTION.

NOTE:

- WATER MINIMUM COVER DEPTH = 36"
- SEWER MINIMUM COVER DEPTH = 42" TO 52" - SEE PLAN
- PLACE MARKING TAPE ON ALL BURIED PIPING OUTSIDE BUILDING FOOTPRINT.

2 UTILITY BEDDING

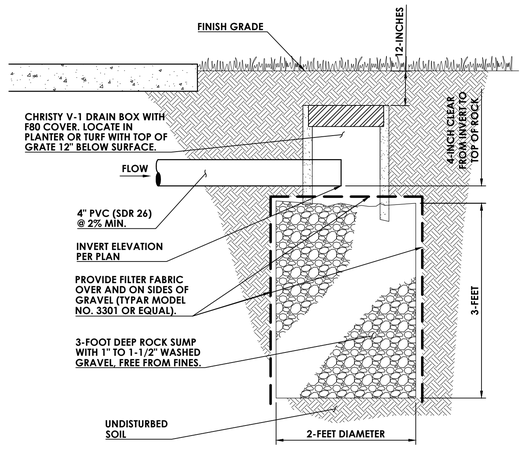
SCALE: N.T.S.

LEGEND

1. FILTER FABRIC MIRAFI 140N OR APPROVED EQUAL WRAPPED AROUND GRATE.
2. CAST IRON GRATE - BROOKS PRODUCTS 1212 OR EQUAL - 1/2" MAX. SLOT - GALVANIZED FINISH
3. PRE-CAST CONCRETE CATCH BASIN WITH FRAME - BROOKS PRODUCTS 1212 CB OR EQUAL
4. RUBBER SURFACING AND CONCRETE SUB-BASE PER LANDSCAPE ARCHITECT'S PLAN
5. FINISH GRADE PER PLAN

1 RUBBER SURFACE PLAY AREA SUBDRAIN

SCALE: N.T.S.



3 DRAINAGE SUMP

SCALE: N.T.S.

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SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARGELL
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

REVISIONS	DATE

SHEET TITLE
DETAIL SHEET

JOB #	101.305sr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-0.2

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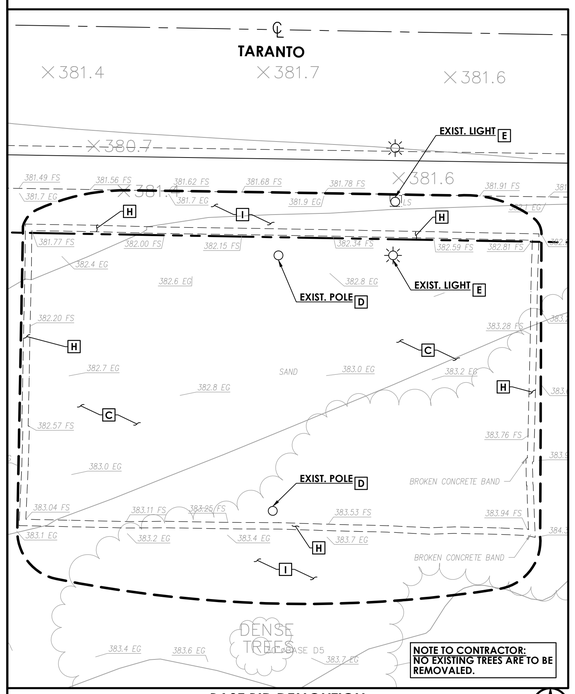
****** NOTE TO CONTRACTOR:**

EXACT LOCATION OF EXISTING UNDERGROUND STORM DRAIN LINES ON-SITE ARE UNKNOWN. CONTRACTOR SHALL:

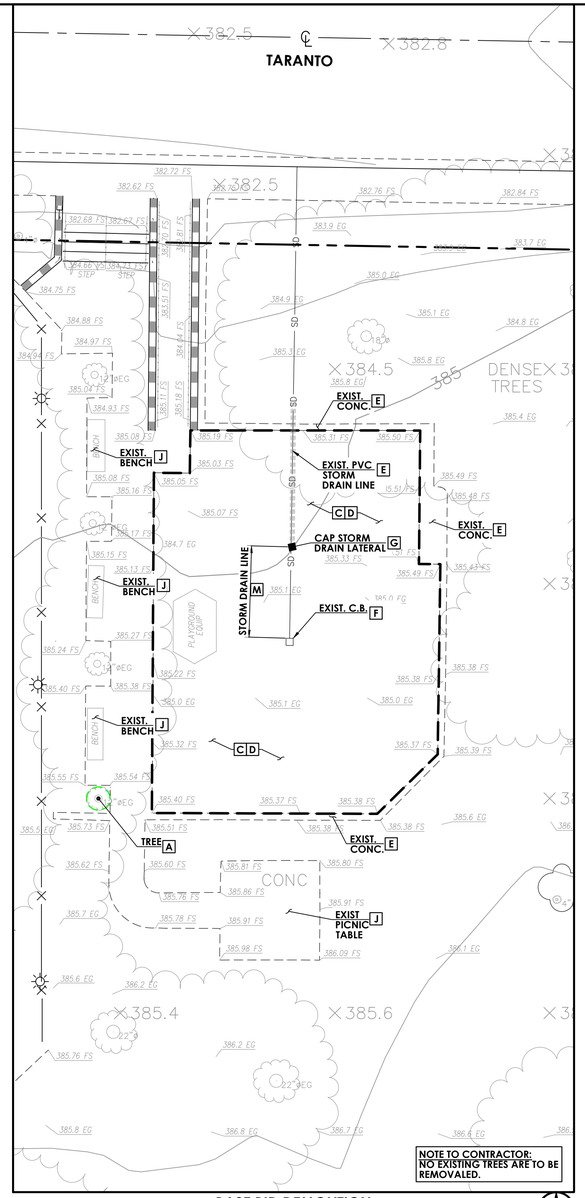
- **VERIFY LOCATION, SIZE, ELEVATIONS OF EXISTING STORM DRAIN AND VERIFY DESIGN AS A FIRST ITEM OF WORK. NOTIFY ENGINEER IMMEDIATELY OF ANY REQUIRED CHANGE IN DESIGN.**
- **IF INLET PIPES ARE FOUND CONNECTING TO EXISTING GRATES THAT ARE REMOVED DURING THE CONSTRUCTION OF THIS PROJECT (OR PIPES ARE DAMAGED OR REMOVED DURING CONSTRUCTION) THAT RUN OUTSIDE OF DEMOLITION LIMITS, NOTIFY ENGINEER IMMEDIATELY OF THE LOCATION AND SIZE TO INSURE CONTINUITY OF DRAINAGE UPSTREAM.**

NOTE TO CONTRACTOR:

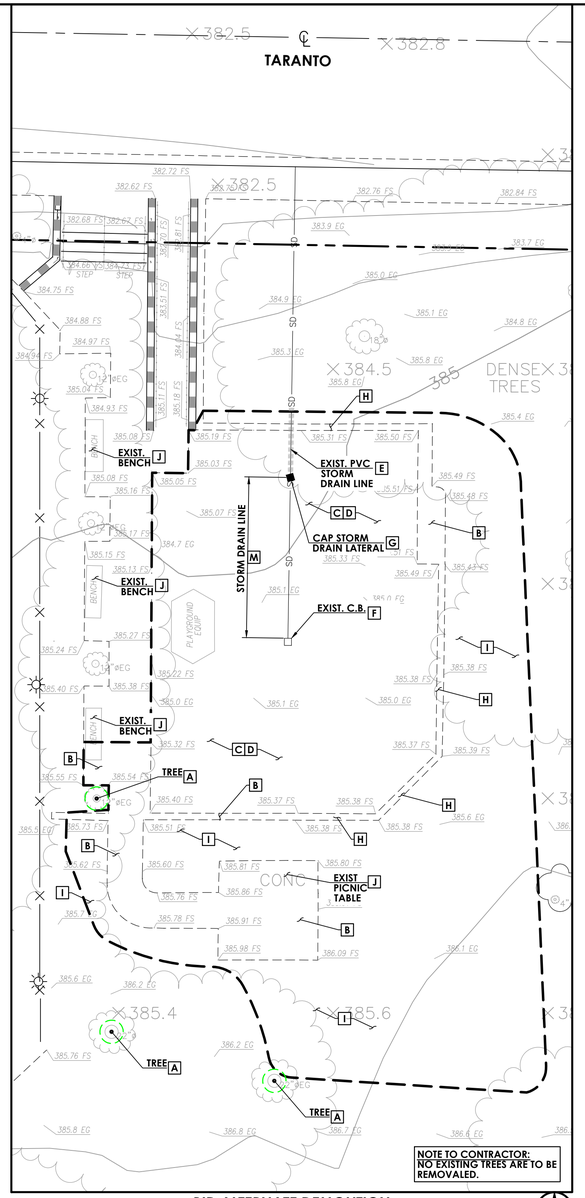
- **LOCATION OF EXISTING FACILITIES SHOWN HEREON ARE BASED ON THE FIELD SURVEY PERFORMED BY STARLIGHT SURVEYING, INC., DATED OCTOBER, 2025, FIELD OBSERVATION AND A SEARCH OF AVAILABLE RECORDS AND MAY NOT REPRESENT ACTUAL CONDITIONS.**
- **CONTRACTOR MUST FIELD LOCATE ALL UTILITIES (LOCATION AND DEPTH) WITHIN WORK AREA AS A FIRST ITEM OF WORK AND VERIFY PROPOSED DESIGN IS VALID.**
- **CONTRACTOR SHALL PROTECT IN PLACE THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING UTILITY LINES.**
- **CONTRACTOR TO VERIFY AND INFORM THE CITY OF ANY FACILITIES ENCOUNTERED IN THE FIELD WHICH IS NOT SHOWN ON THIS PLAN, OR DIFFERS IN LOCATION OR SIZE, PRIOR TO REMOVAL.**
- **THE CITY MAY IDENTIFY AND REMOVE ANY ITEMS THEY WISH TO RETAIN PRIOR TO THE CONTRACTOR MOVE IN.**



BASE BID DEMOLITION
SCALE: 1" = 10'



BASE BID DEMOLITION
SCALE: 1" = 10'



BID ALTERNATE DEMOLITION
SCALE: 1" = 10'

DEMOLITION GENERAL NOTES

1. CONTRACTOR SHALL CONDUCT A SURVEY OF EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED TO DETERMINE AND VERIFY THE EXTENT OF DEMOLITION REQUIRED.
2. CONTRACTOR SHALL RECORD EXISTING CONDITIONS BY USE OF PRE-CONSTRUCTION PHOTOGRAPHS, PRE-CONSTRUCTION VIDEOTAPES, AND DRAWINGS AS APPROPRIATE.
3. A SURVEY SHALL BE PERFORMED AS WORK PROGRESSES TO DETECT HAZARDS RESULTING FROM DEMOLITION ACTIVITIES.
4. CONTRACTOR SHALL KEEP INVENTORY AND RECORD THE CONDITION OF ITEMS TO BE REMOVED AND REINSTALLED AND ITEMS TO BE REMOVED AND SALVAGED.
5. CONTRACTOR SHALL COORDINATE WITH THE OWNER THE STORAGE AND DELIVERY OF ITEMS TO BE SALVAGED.
6. LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AS THE FIRST ITEM OF WORK AND PROTECT THEM FROM DAMAGE. NOTIFY OWNER IMMEDIATELY IF DAMAGE OCCURS AND ASSUME FULL RESPONSIBILITY FOR EXPENSE OF REPAIR OR REPLACEMENT. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD FIELD CONDITIONS VARY FROM THOSE SHOWN ON PLAN.
7. WHEN UNANTICIPATED ELECTRICAL, STRUCTURAL, OR OTHER ELEMENTS INCLUDING STORM DRAIN, WATER AND SEWER LINES THAT CONFLICT WITH INTENDED DESIGN ARE ENCOUNTERED, CONTRACTOR SHALL INVESTIGATE AND MEASURE THE NATURE AND EXTENT OF CONFLICT AND CONTRACTOR SHALL PROMPTLY SUBMIT A WRITTEN REPORT TO THE CITY.
8. CONTRACTOR SHALL LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED AND:
   - SHALL ARRANGE TO SHUT OFF INDICATED UTILITIES WITH UTILITY COMPANIES.
   - IF SERVICES/SYSTEMS ARE REQUIRED TO BE REMOVED, RELOCATED, OR ABANDONED, BEFORE PROCEEDING WITH DEMOLITION CONTRACTOR SHALL PROVIDE TEMPORARY SERVICES/SYSTEMS THAT BYPASS AREA OF DEMOLITION AND THAT MAINTAIN CONTINUITY OF SERVICES/SYSTEMS TO OTHER PARTS OF BUILDING AND SITE.
   - SHALL CUT OFF PIPE OR CONDUIT IN WALLS TO BE REMOVED, CAP, VALVE, OR PLUG AND SEAL REMAINING PORTION OF PIPE OR CONDUIT AFTER BYPASSING. WHERE ENTIRE WALL IS TO BE REMOVED, EXISTING SERVICES/SYSTEMS MAY BE REMOVED WITH REMOVAL OF THE WALL. CONTRACTOR SHALL CUT OFF PIPE OR CONDUIT SO IT WILL NOT BE VISIBLE IN FINISHED CONSTRUCTION.
9. CONTRACTOR SHALL PROTECT EXISTING SERVICES/SYSTEMS INDICATED AGAINST DAMAGE DURING DEMOLITION OPERATIONS.
10. INACTIVE OR ABANDONED UTILITIES SHALL BE DISCONNECTED, REMOVED, AND PLUGGED OR CAPPED SUBJECT TO THE LOCAL GOVERNING AGENCIES.
11. ACTIVE UTILITIES SHALL BE PROTECTED BY AND AT THE EXPENSE OF THE CONTRACTOR. KEEP ANY REQUIRED UTILITY IN OPERATING CONDITION DURING THE ENTIRE PERIOD OF WORK, INCLUDING EXISTING IRRIGATION SYSTEMS FOR LANDSCAPE MAINTENANCE.
12. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION WHEN IT IS OBVIOUS THAT KNOWN OBSTRUCTIONS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. ASSUME RESPONSIBILITY FOR ALL NECESSARY REVISION DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
13. CONTRACTOR SHALL CONDUCT DEMOLITION AND DEBRIS-REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
14. CONTRACTOR SHALL PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN AND:
   - SHALL PROVIDE TEMPORARY WEATHER PROTECTION, DURING THE INTERVAL BETWEEN DEMOLITION OF EXISTING CONSTRUCTION ON EXTERIOR SURFACES AND NEW CONSTRUCTION, TO PREVENT WATER LEAKAGE AND DAMAGE TO STRUCTURE AND INTERIOR AREAS.
   - SHALL PROTECT WORK THAT IS TO REMAIN OR THAT IS EXPOSED DURING DEMOLITION OPERATIONS.
   - SHALL COVER AND PROTECT EQUIPMENT THAT HAS NOT BEEN REMOVED.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN SHORING, BRACING, AND STRUCTURAL SUPPORTS AS REQUIRED TO PRESERVE STABILITY AND PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF CONSTRUCTION AND FINISHES THAT REMAIN, AND TO PREVENT UNEXPECTED OR UNCONTROLLED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED. CONTRACTOR SHALL STRENGTHEN OR ADD NEW SUPPORTS WHEN REQUIRED DURING PROGRESS OF DEMOLITION.
16. DEMOLITION AND REMOVAL WORK SHALL BE CAREFULLY PERFORMED TO AVOID DAMAGE TO EXISTING TREES NOTED ON THE PLANS TO REMAIN.
17. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ADOPTED EDITIONS OF THE UNIFORM BUILDING CODE, THE AMERICANS WITH DISABILITIES ACT, AND ALL OTHER APPLICABLE LOCAL AND STATE CODES, ORDINANCES AND REGULATIONS.
18. CONTRACTOR SHALL USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN THE LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
   - SHALL NEATLY CUT OPENINGS AND HOLES PLUMB, SQUARE, AND TRUE TO DIMENSIONS REQUIRED, USING CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. USE HAND TOOLS OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHOPPING, TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES. TEMPORARILY COVER OPENINGS TO REMAIN.
   - SHALL CUT OR DRILL FROM THE EXPOSED OR FINISHED SIDE INTO CONCEALED SURFACES TO AVOID MARRING EXISTING FINISHED SURFACES.
   - SHALL NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. AT CONCEALED SPACES, SUCH AS DUCT AND PIPE INTERIORS, VERIFY CONDITION AND CONTENTS OF HIDDEN SPACE BEFORE STARTING FLAME-CUTTING OPERATIONS. MAINTAIN FIRE WATCH AND PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME-CUTTING OPERATIONS.
   - SHALL MAINTAIN ADEQUATE VENTILATION WHEN USING CUTTING TORCHES.
   - SHALL REMOVE DECAYED, TERMITE-INFESTED, VERMIN-INFESTED, OR OTHERWISE DANGEROUS OR UNSUITABLE MATERIALS AND PROMPTLY DISPOSE OF OFF-SITE.
   - SHALL LOCATE DEMOLITION EQUIPMENT AND REMOVE DEBRIS AND MATERIALS SO AS NOT TO IMPOSE EXCESSIVE LOADS ON STRUCTURES TO REMAIN.
19. CLEAR THE SITE OF GRASS, WEED GROWTH, RUBBISH, DEBRIS, PAVEMENT, CONCRETE, INACTIVE OR ABANDONED FACILITIES (VERIFIED BY THE AGENCY), THAT ARE TO BE REMOVED FOR CONSTRUCTION OF THE SITE IMPROVEMENTS TO THE LIMITS AND DEPTHS SHOWN ON THE PLANS.
20. ABANDONED UNDERGROUND FACILITIES (VERIFIED BY THE AGENCY), ROOTS THREE INCHES IN DIAMETER AND LARGER, AND ROCKS AND BROKEN MASONRY LARGER THAN 4 INCHES IN ANY DIMENSION SHALL BE REMOVED TO A MINIMUM DEPTH OF 12" BELOW FINISH GRADE.
21. ALL DELETERIOUS MATERIALS WITHIN THE LIMITS OF THE WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, WHO SHALL MAKE ALL NECESSARY ARRANGEMENTS AND PAY ALL RELATED COSTS.
22. CONTRACTOR SHALL REMOVE DEMOLISHED MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM AT THE CONTRACTOR'S EXPENSE IN AN EPA-APPROVED LANDFILL AND:
   - SHALL NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.
   - SHALL REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
23. CONTRACTOR SHALL NOT BURN DEMOLISHED MATERIALS.
24. CONTRACTOR SHALL CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS AND RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE DEMOLITION OPERATIONS BEGAN.

LEGEND

- LIMITS OF DEMOLITION
- PROTECT UTILITY LINE IN PLACE WITHIN DEMOLITION LIMITS
- PROTECT IN PLACE EXIST. TREE

DEMOLITION NOTES

- A PROTECT EXISTING TREE IN PLACE - CONFIRM DISPOSITION PRIOR TO DEMO. WITH LANDSCAPE ARCHITECT AND CITY
- B SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK/RAMP (COMPLETE) AND DISPOSE
- C REMOVE EXISTING PLAY SURFACE TO SUBGRADE (COMPLETE) AND DISPOSE
- D REMOVE EXISTING PLAY EQUIPMENT AND FOUNDATIONS (COMPLETE) AND DISPOSE
- E PROTECT IN PLACE - POTHOLE AND LOCATE EXISTING UNDERGROUND UTILITY LINES TO PROTECT AS REQUIRED
- F REMOVE EXISTING CATCH BASIN (COMPLETE) AND DISPOSE
- G CAP EXISTING STORM DRAIN FOR NEW CONNECTION - SEE SHEET C-1.1
- H REMOVE EXISTING CONC. CURB/WALL (COMPLETE) AND DISPOSE
- I REMOVE EXISTING LANDSCAPE/IRRIGATION AND CAP AT LIMITS OF DEMOLITION AND DISPOSE - VERIFY EXTENT AND RECONNECTION WITH IRRIG. PLANS - CONTRACTOR TO COORDINATE WITH CITY LANDSCAPE MAINTENANCE
- J REMOVE EXISTING MISCELLANEOUS ITEM - CONTRACTOR TO COORDINATE SALVAGE

NOTE TO CONTRACTOR:

ALL UTILITIES SHOULD BE SHUT OFF AND CAPPED PER UTILITY COMPANY REQUIREMENTS.
CONTRACTOR SHALL COORDINATE WITH APPROPRIATE UTILITY COMPANY PRIOR TO COMMENCEMENT OF WORK.

NOTE TO CONTRACTOR:

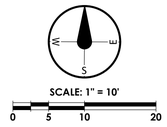
INSTALL 6-FOOT CHAIN LINK FENCE WITH WINDSCREEN AND GATES, WHERE NECESSARY, ALONG THE PERIMETER OF THE SITE AS NEEDED. CONTRACTOR SHALL PROTECT THESE FENCES AND KEEP AREA FULLY SECURE DURING DEMOLITION. WINDSCREEN TO BE SECURELY FASTENED AT ALL CORNERS.

NOTE TO CONTRACTOR:

CONTRACTOR SHALL INSTALL TEMPORARY BMPs PRIOR TO DEMOLITION.

NOTE TO CONTRACTOR:

CONTRACTOR TO SCHEDULE A SITE WALK WITH THE CITY PRIOR TO START OF DEMOLITION TO VERIFY ALL ITEMS TO BE DEMOLISHED AND/OR SALVAGED.



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CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
3/04/2026

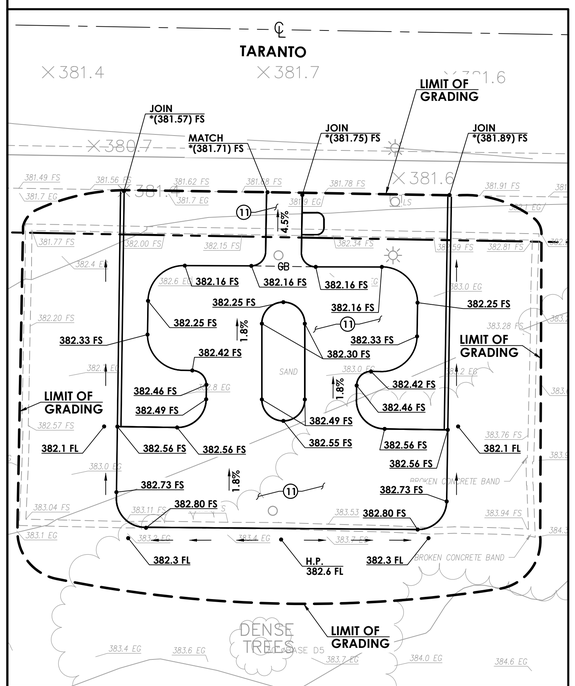
REVISIONS	DATE

SHEET TITLE
DEMOLITION PLAN

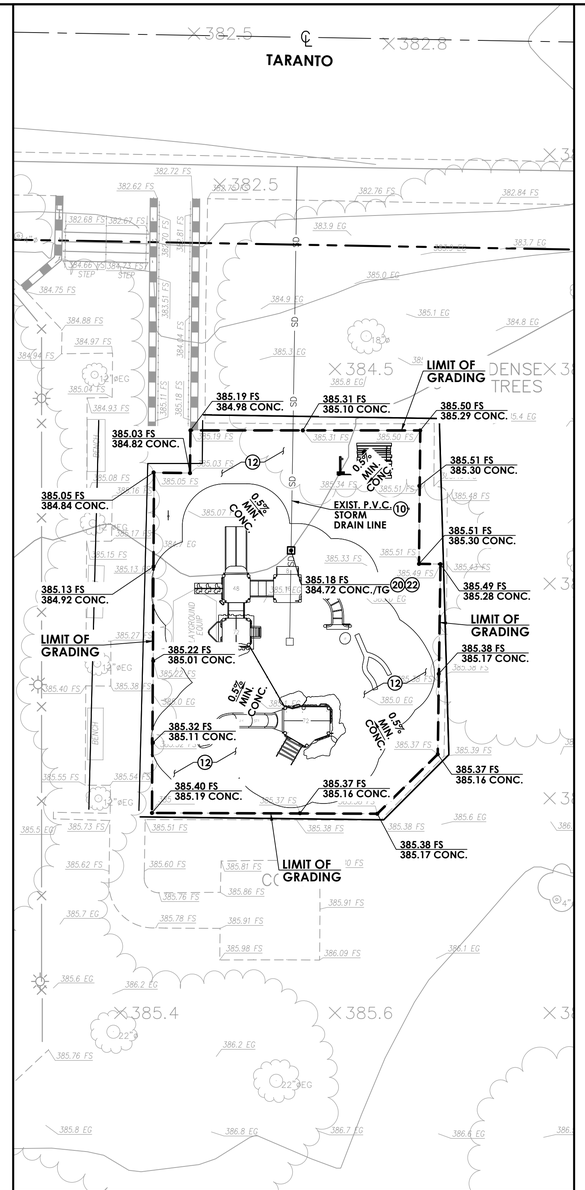
JOB #	101.305sr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	3/04/2026

SHEET
D-1.1

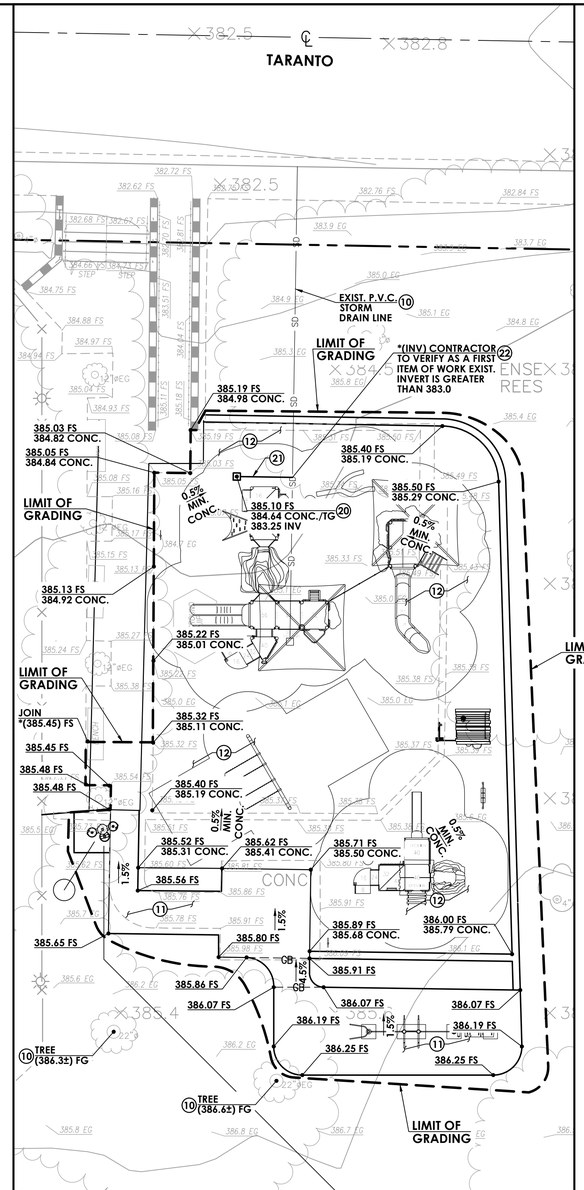
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BASE BID SEATING AREA
SCALE: 1" = 10'



BASE BID TOT LOT
SCALE: 1" = 10'



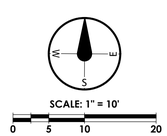
BID ALTERNATE TOT LOT
SCALE: 1" = 10'

GENERAL CONSTRUCTION NOTES

(10) PROTECT IN PLACE
(11) CONSTRUCT WALK PER LANDSCAPE ARCHITECT PLANS
(12) CONSTRUCT RUBBER SURFACE PER LANDSCAPE ARCHITECT PLANS

STORM DRAIN CONSTRUCTION NOTES

(20) CONSTRUCT RUBBER SURFACE PLAY AREA SUBDRAIN PER DETAIL 1, SHEET C-0.2
(21) CONSTRUCT 6" PVC, SDR 35, STORM DRAIN PIPE, BEDDING DETAIL 2, SHEET C-0.2
(22) CONNECT TO EXISTING STORM DRAIN WITH COUPLING OR CUT-IN TEE



*** NOTE TO CONTRACTOR:**

CONTRACTOR TO VERIFY ELEVATION PRIOR TO CONSTRUCTION AND NOTIFY CIVIL ENGINEER IMMEDIATELY OF ANY DISCREPANCY.

NOTE TO CONTRACTOR:

LOCATE ALL EXISTING UTILITIES AS A FIRST ITEM OF WORK AND PROTECT THEM IN PLACE AS REQUIRED.

NOTE TO CONTRACTOR:

ALL GRADING AND EARTHWORK IS TO BE DONE IN ACCORDANCE WITH THE EARTHWORK SPECIFICATION AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

NOTE TO CONTRACTOR:

REQUIRED ACCESSIBLE PATH OF TRAVEL TO BE AT 5% MAX. RUNNING SLOPE, 2% MAX. CROSS-SLOPE, AND 48-INCH MIN. CLEAR WIDTH (CBC 11B-206.2.1).

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CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

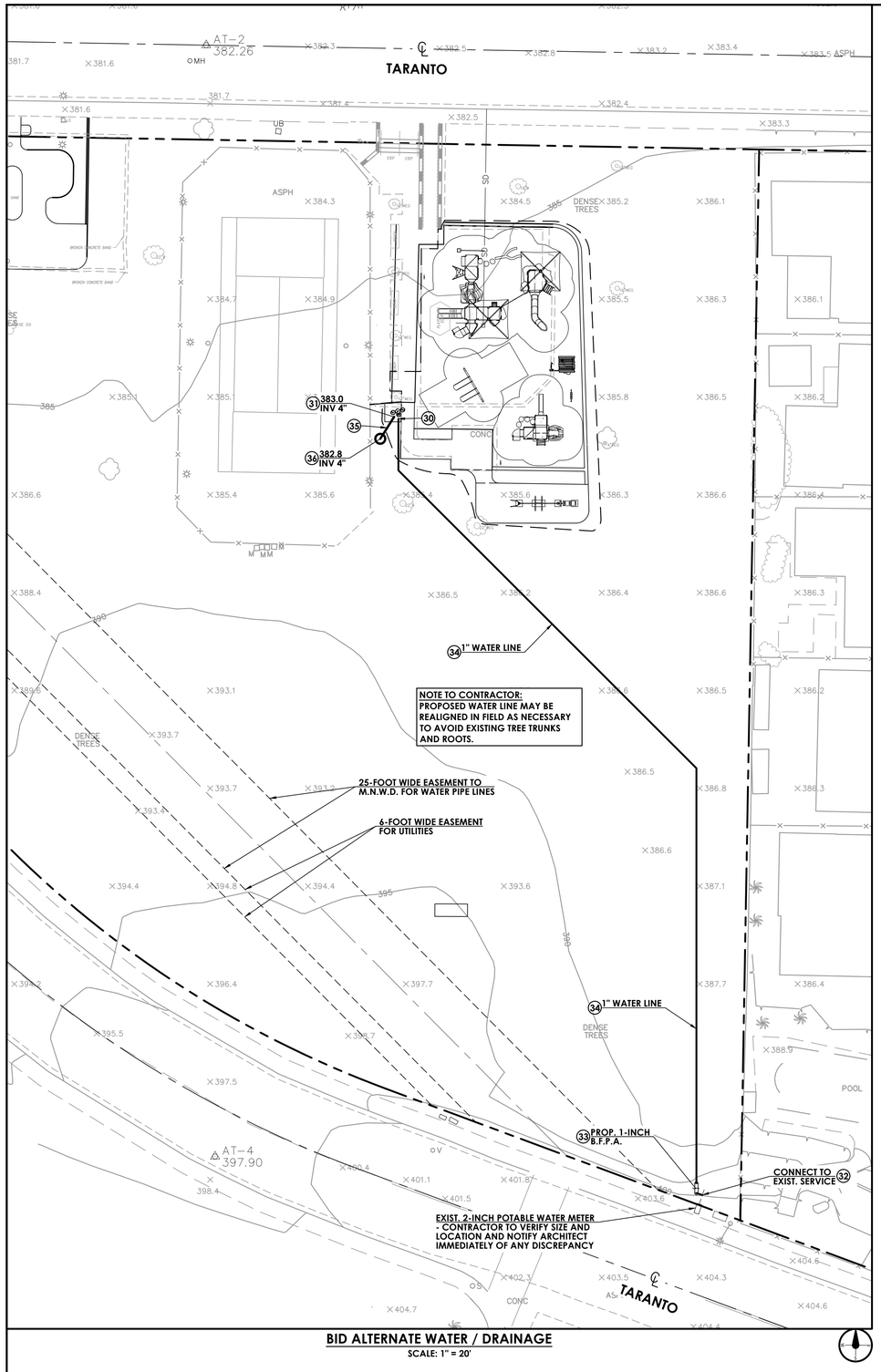
REVISIONS	DATE

SHEET TITLE
PRECISE GRADING PLAN

JOB #	101.305sr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-1.1

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BID ALTERNATE WATER / DRAINAGE
SCALE: 1" = 20'

EL TORO WATER DISTRICT

GENERAL NOTES

1. EL TORO WATER DISTRICT REQUIRES A PRECONSTRUCTION MEETING PRIOR TO COMMENCEMENT OF ANY WORK. ETWD SHALL BE NOTIFIED AT LEAST 48 HOURS (2 WORKING DAYS) PRIOR TO CONSTRUCTION: PHONE: (949) 837-0660.
2. ALL OTHER UTILITIES SHALL BE NOTIFIED 48 HOURS PRIOR TO EXCAVATION THROUGH UNDERGROUND SERVICE ALERT: 811. IN AREAS OF POSSIBLE CONFLICT OF WATER OR SEWER LINE AND OTHER UTILITIES, CONTRACTOR SHALL CAREFULLY HAND EXCAVATE, EXPOSE AND LOCATE THOSE FACILITIES.
3. CONTRACTOR/DEVELOPER SHALL SUBMIT PROPER INSURANCE DOCUMENTATION NAMING EL TORO WATER DISTRICT AS ADDITIONALLY INSURED PRIOR TO COMMENCEMENT OF WORK.
4. WATER AND SEWER SYSTEM MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE DISTRICT.
5. CAPITAL FACILITIES FEES SHALL BE BASED ON ULTIMATE DEVELOPER / TENANT IMPROVEMENT.
6. ALL CONSTRUCTION PROCEDURES SHALL CONFORM TO ALL APPLICABLE ETWD AND OTHER REGULATORY SAFETY REQUIREMENTS.
7. CONTRACTOR SHALL SUBMIT TO THE ETWD INSPECTOR AN "AS BUILT" PRINT PRIOR TO RELEASE FOR OCCUPANCY. INFORMATION TO BE CALLED OUT FOR WATER ARE THE DISTANCES BETWEEN VALVES, TEES, BENDS, FIRE HYDRANTS, AND SERVICE LINE TAPS ALONG MAIN LINE, ALONG WITH ANY CHANGE IN ANGLE METER STOP LOCATION AT PROPERTY LINE. FOR SEWER, CALL OUT THE DISTANCES BETWEEN MANHOLES AND THEIR DEPTH TO TOP OF CONE, ALONG WITH ANY CHANGE IN STATIONING ON LATERALS AT THE MAIN LINE OR AT PROPERTY LINE.

WATER NOTES

8. CURB AND GUTTER MUST BE INSTALLED PRIOR TO INSTALLATION OF WATER MAINS.
9. WATER METERS SHALL BE STAKED BY DEVELOPER'S ENGINEER AND SHOWN ON WATER PLAN WITH DIMENSIONS TO NEAREST LOT PROPERTY LINE ALONG RIGHT OF WAY.
10. WATER METER BOXES SHALL BE A MINIMUM OF FIVE (5) FEET FROM ANY DRIVEWAY AND SHALL NOT BE INSTALLED IN SIDEWALKS OR OTHER CONCRETE AREAS WITHOUT PRIOR WRITTEN APPROVAL FROM THE DISTRICT.
11. ALL WATER SERVICE LINES SHALL BE CHISEL MARKED WITH A 'W' ON THE FACE OF THE CURB WHERE IT PASSES UNDER CURB.
12. THE DISTRICT MUST APPROVE ADDITIONS OR RESIZING OF ANY WATER METER BY REVISION TO THIS PLAN.
13. ALL VALVES SHALL BE CHISEL MARKED IN THE NEAREST CURB FACE WITH A 'V' AND FOOTAGE FROM CURB FACE TO VALVE. WHERE VALVE IS IN AN INTERSECTION, TWO CHISEL MARKS FROM DIFFERENT CURB FACES AT THE NEAREST B.C. SHALL BE WHERE VALVE IS IN MID-BLOCK, ONE CHISEL MARK AT A RIGHT ANGLE TO THE VALVE SHALL BE GIVEN.
14. ALL VALVES MUST BE OPERATED BY THE DISTRICT. FAILURE TO DO SO SHALL RESULT IN CLOSURE OF PROJECT.
15. HYDROSTATIC TESTS SHALL BE PERFORMED ON ALL WATER FACILITIES BY AN APPROVED INDEPENDENT TESTING COMPANY AND RESULTS SHALL BE SUBMITTED IN WRITING TO THE DISTRICT. MINIMUM TESTING REQUIREMENTS ARE 225 PSI FOR TWO HOURS, UNLESS OTHERWISE DIRECTED BY THE INSPECTOR. ALLOWABLE LEAKAGE WILL BE DETERMINED BY SIZE AND LENGTH OF MAIN AND DURATION OF TEST.
16. ALL NEW WATER FACITILITIES SHALL BE DISINFECTED IN ACCORDANCE WITH C651. CHLORINATED WATER SHALL BE RETAINED IN THE PIPELINE FOR 24 HOURS, AFTER WHICH SAMPLES SHALL CONFIRM A MINIMUM RESIDUAL OF 25 PPM.
17. PRIOR TO CONNECTION OF THE NEW WATER FACILITIES TO EXISTING WATER FACILITIES, THE NEW FACILITIES SHALL PASS BACTERIOLOGICAL TESTS. THE NUMBER AND LOCATION OF TESTS REQUIRED SHALL BE AT THE DISCRETION OF THE ETWD INSPECTOR. THE CONTRACTOR SHALL HAVE THE SAMPLES COLLECTED AND TESTS FOR COLIFORM BACTERIA AND HETEROTROPHIC PLATE COUNT PERFORMED BY AN INDEPENDENT CERTIFIED LABORATORY. THE LABORATORY SHALL SUBMIT A COPY OF EACH TEST TO THE DISTRICT. PASSING RESULTS ARE NEGATIVE COLIFORM AND PLATES COUNTS LESS THAN 500 COLONIES/ML.
18. ALL NEW WATER FACITILITIES SHALL BE FLUSHED AFTER SATISFACTORY TESTING RESULTS ARE OBTAINED.
19. FIRE HYDRANTS SHALL BE PER DISTRICT STANDARDS AND SPECIFICATIONS. THE 4" FIRE HYDRANT OPENING SHALL FACE THE STREET. FIRE HYDRANTS THAT ARE NOT IN SIDEWALK AREAS SHALL HAVE A MINIMUM OF 3' X 3' X 4" THICK PAD POURED AROUND IT. PUBLIC FIRE HYDRANTS SHALL BE PAINTED "SCHOOLBUS YELLOW" OR APPROVED EQUAL BEFORE RELEASE FOR OCCUPANCY. PRIVATE FIRE HYDRANTS SHALL BE PAINTED RED.
20. FOR NEW FIRE SERVICE CONNECTIONS, PRESSURE TEST THE NEW PIPELINE UP TO THE FIRST ABOVE GROUND RISER FLANGE, UNLESS OTHERWISE DIRECTED BY THE DISTRICT INSPECTOR.
21. ALL BELOW GROUND IRRIGATION PIPING AND APPURTENANCES SHALL COMPLY WITH A.W.W.A. GUIDELINES FOR DISTRIBUTION OF NON-POTABLE WATER.

SEWER NOTES

22. LOCATION FOR SEWER LATERALS (HOUSE CONNECTIONS) AND MANHOLES SHALL BE STAKED BY DEVELOPER'S ENGINEER AND SHOWN ON SEWER PLAN BY STATIONING. STATION (0+00) WILL BE ON THE LOWEST MANHOLE OF THE DEVELOPMENT.
23. SEWER LATERALS SHALL BE CHISEL MARKED WITH AN 'S' ON CURB FACE WHERE LATERAL CROSSES UNDER CURB.
24. SEWER MANHOLE LOCATIONS SHALL BE CHISEL MARKED ON THE NEAREST CURB FACE WITH A 'MH' AND FOOTAGE FROM CURB FACE TO CENTER OF MANHOLE. WHERE THE MANHOLE IS IN AN INTERSECTION, TWO CHISEL MARKS FROM DIFFERENT CURB FACES AT THE NEAREST B.C. SHALL BE GIVEN. WHERE MANHOLE IS IN MID-BLOCK, ONE CHISEL MARK SHALL BE GIVEN AT A RIGHT ANGLE TO THE MANHOLE.
25. SEWER PIPE BEDDING SHALL BE CRUSHED ROCK UNLESS OTHERWISE SPECIFIED.
26. TESTING OF FACILITIES SHALL BE IN ACCORDANCE WITH ETWD STANDARDS AND SPECIFICATIONS TO INCLUDE INSPECTION BY A T.V. CAMERA SPECIFICALLY DESIGNED FOR SEWER INSPECTION.
27. GREASE INTERCEPTORS OR CONTROL DEVICES MAY BE REQUIRED FOR FOOD SERVICE ESTABLISHMENTS (FSE) WITHIN THE DISTRICT SERVICE AREA, AS DETERMINED BY THE FOG CONTROL PROGRAM MANAGER.
28. MANHOLES OR SAMPLING POINTS MAY BE REQUIRED FOR NEW COMMERCIAL CONNECTIONS, AS DETERMINED BY THE DISTRICT.
29. INDUSTRIAL WASTE OR FSE FOG APPLICATION – WHICHEVER IS APPLICABLE - MUST BE SUBMITTED AND APPROVED BY THE DISTRICT WITH A SITE INSPECTION PRIOR TO RELEASE FOR OCCUPANCY.

APPROVED: EL TORO WATER DISTRICT

_____ _____ DATE

GENERAL MANAGER / DISTRICT ENGINEER

WATER / DRAINAGE CONSTRUCTION NOTES

30. CONNECT WATER LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS
31. CONNECT DRAINAGE LINE TO DRINKING FOUNTAIN PER MANUFACTURE'S SPECIFICATIONS
32. CONNECT TO EXIST. WATER LINE
33. CONSTRUCT 1" B.F.P.A. (BACKFLOW PREVENTION ASSEMBLY) PER EL TORO WATER DISTRICT STD. DWG. W-1
34. CONSTRUCT 1" PVC (SCH 80) WATER LINE, BEDDING PER DETAIL 2, SHEET C-0.2
35. CONSTRUCT 4" PVC DRAIN LINE (SDR 26), BEDDING PER DETAIL 2, SHEET C-0.2
36. CONSTRUCT DRAINAGE SUMP PER DETAIL 3, SHEET C-0.2

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SCALE: 1" = 20'
0 10 20 40

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REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

REVISIONS	DATE

SHEET TITLE
WATER / DRAINAGE PLAN

JOB #	101.305sr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-2.1

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GRAVELBAGS:

1. GENERAL: GRAVELBAG SHALL INCLUDE PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT TO FABRICATE AND INSTALL GRAVELBAGS AS REQUIRED TO FACILITATE THE CONTROL OF EROSION.

2. LOCATION: GRAVELBAGS SHALL BE PLACED PER PLAN, AND IN LOCATIONS SPECIFIED BY THE CITY INSPECTOR, AND IN LOCATIONS DEEMED NECESSARY BY THE CONTRACTOR.

3. FABRICATION: GRAVELBAGS SHALL BE FABRICATED USING FACTORY SEWN OR SEALED BAGS OF WOVEN POLYPROPYLENE, TREATED TO RESIST DEGRADATION BY ULTRAVIOLET LIGHT AND HAVING SUFFICIENT RESISTANCE TO TEARING TO ALLOW RELOCATION OF BAGS WITHIN SIX MONTHS OF INITIAL PLACEMENT WITH A LOSS OF NOT MORE THAN FIVE PERCENT OF THE BAGS.

   THE BAGS SHALL BE FILLED WITH SUBROUNDED TO ROUNDED GRAVEL LESS THAN 3/4-INCH IN DIAMETER, WITH LESS THAN FIVE PERCENT OF MATERIAL PASSING A NO. 30 SIEVE. THE FILLED BAGS SHALL HAVE THE OPEN ENDS SECURELY FASTENED PRIOR TO DELIVERY TO THE SITE.

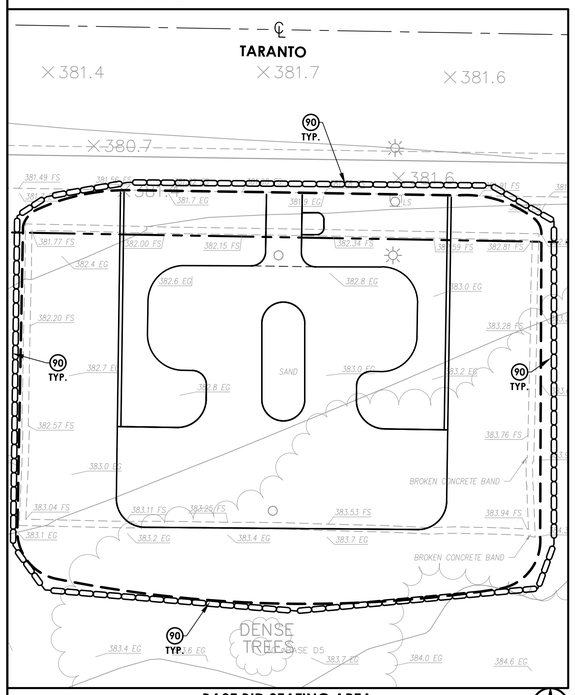
4. INSTALLATION: GRAVELBAGS SHALL BE INSTALLED IN A SIDE BY SIDE MANNER TO ENTRAP SILT AND MUD, AND TO DIVERT THE FLOW OF WATER. NOTWITHSTANDING THE OTHER REQUIREMENTS OF THIS SPECIFICATION, FAILURE OF THE BAGS TO PERFORM THIS FUNCTION SHALL BE REASON TO REJECT THEIR INSTALLATION.

   GRAVELBAGS SHALL BE INSTALLED WITH THE WIDEST FACE AGAINST THE GROUND SURFACE OR THE UNDERLYING COURSE OF BAGS, AND PRESSED IN PLACE TO CONFORM TO THE UNDERLYING SURFACE. THE BAGS SHALL BE PLACED WITH THE TIED ENDS IN THE "UPHILL" OR "UPSTREAM" DIRECTION, BEGINNING AT THE LOWEST OR MOST DOWNSTREAM BAG, TIED ENDS WILL BE TUCKED UNDER BAG. SUBSEQUENT BAGS WITHIN ONE COURSE OF BAGS SHALL BE PLACED SO AS TO REST UPON THE TIED END OF THE PREVIOUSLY PLACED BAG, WITH NOT LESS THAN 10 PERCENT OF THE BAG IN CONTACT WITH THE PREVIOUS BAG, AND NOT MORE THAN 20 PERCENT IN CONTACT.

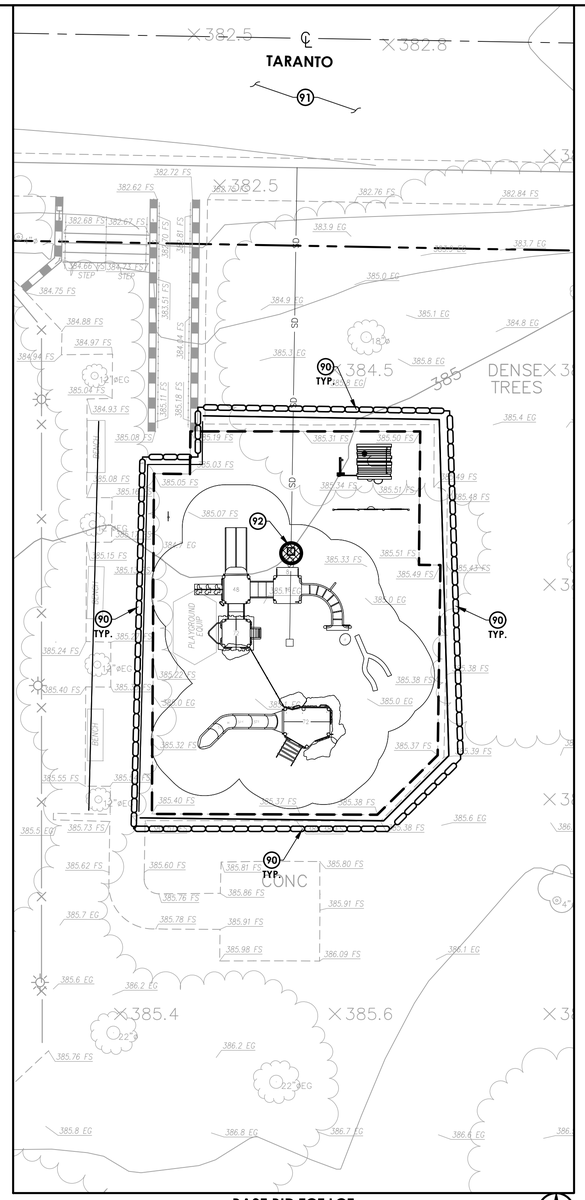
   SUBSEQUENT COURSES OF BAGS SHALL BE PLACED AS DESCRIBED PREVIOUSLY, WITH THE MID-POINT OF THE BAGS STRADDLING THE JOINTS OF BAGS IN THE UNDERLYING ROW.

   CONSTRUCTION OF A GRAVELBAG BERM PERPENDICULAR TO THE DIRECTION OF FLOW SHALL INCORPORATE BAGS PLACED IN A "PYRAMID" CONFIGURATION, WITH ALL INDIVIDUAL BAGS ORIENTED PERPENDICULAR TO THE DIRECTION OF FLOW. THE BERM SHALL BE CONSTRUCTED WITH A SPECIFIED NUMBER OF ROWS AT THE BOTTOM (IN CONTACT WITH THE GROUND), WITH SUCCESSIVELY FEWER ROWS IN EACH OVERLYING COURSE. THE UPSTREAM AND DOWNSTREAM FACES OF THE BERM SHALL BE NO STEEPER THAN 1 1/2 FEET HORIZONTAL TO 1 VERTICAL.

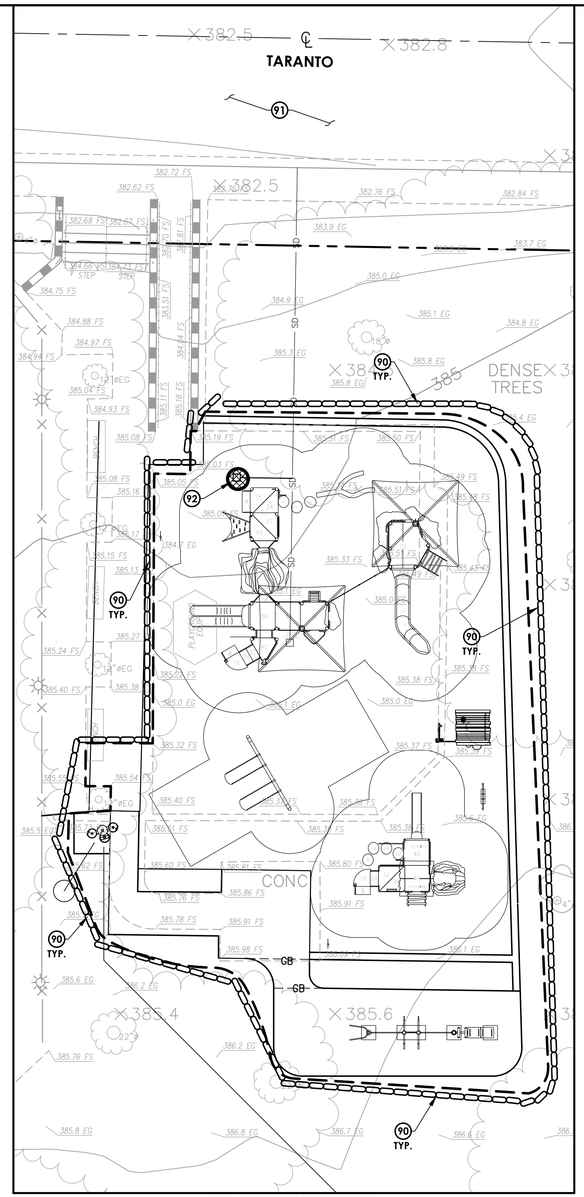
   DAMAGE WHICH COULD FORESEEBLY BE PREVENTED BY PROPER GRAVELBAG INSTALLATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.



BASE BID SEATING AREA
SCALE: 1" = 10'



BASE BID TOT LOT
SCALE: 1" = 10'



BID ALTERNATE TOT LOT
SCALE: 1" = 10'

NPDES NOTES:

1. IN THE CASE OF EMERGENCY, CALL _____
   AT WORK PHONE # _____ TO BE COMPLETED BY CONTRACTOR
   OR HOME PHONE # _____
2. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.
3. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TACKING, OR WIND.
4. APPROPRIATE BMP'S FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.
5. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES UNLESS TREATED TO REDUCE OR REMOVE SEDIMENT AND OTHER POLLUTANTS.
6. ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
7. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
8. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.
9. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPER CHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
10. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NONCONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
11. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
12. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
13. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
14. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES, AND PROPERTY OWNERS: THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
15. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
16. SEDIMENTS FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE, AND STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.
17. APPROPRIATE BMPS FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS OR RESIDUES SHALL BE IMPLEMENTED AND RETAINED ON SITE TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTY BY WIND OR RUNOFF.

EROSION CONTROL CONSTRUCTION NOTES

(90) INSTALL GRAVEL BAGS (SE-8)
(91) IMPLEMENT STREET SWEEPING AND VACUUMING (SE-7)
(92) INSTALL STORM DRAIN INLET PROTECTION (SE-10)

LEGEND

GRAVEL BAGS (SE-8)
STORM DRAIN INLET PROTECTION (SE-10)

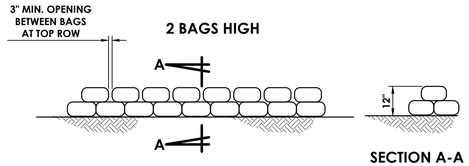
CONSTRUCTION
STORMWATER MITIGATION MEASURES (BMPs)

THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2019, OR THE LATEST REVISED EDITION, APPLY DURING THE CONSTRUCTION OF THIS PROJECT. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS)

NS-1 WATER CONSERVATION PRACTICES *
NS-2 DEWATERING OPERATIONS *
NS-3 PAVING OPERATIONS
NS-7 POTABLE WATER/IRRIGATION *
WM-1 MATERIAL DELIVERY AND STORAGE *
WM-2 MATERIAL USE *
WM-3 STOCKPILE MANAGEMENT *
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 *
NS-8 VEHICLE AND EQUIPMENT CLEANING *
NS-9 VEHICLE AND EQUIPMENT FUELING *
NS-10 VEHICLE AND EQUIPMENT MAINTENANCE *
NS-12 CONCRETE CURING
NS-13 CONCRETE FINISHING

WE-1 WIND EROSION CONTROL
TC-1 STABILIZED CONSTRUCTION ENTRANCE
TC-3 ENTRANCE OUTLET TIRE WASH
SE-1 SILT FENCE
SE-4 CHECK DAMS
SE-5 FIBER ROLLS
SE-6 GRAVEL BAG BERM
SE-7 STREET SWEEPING AND VACUUMING
SE-9 STRAW BALE BARRIERS
SE-10 STORM DRAIN INLET PROTECTION
EC-1 SCHEDULING
EC-2 PRESERVATION OF EXISTING VEGETATION
EC-5 SOIL BINDERS

NOTE:
* LOCATIONS TO BE DETERMINED BY CONTRACTOR AND APPROVED BY CITY INSPECTOR

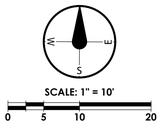


SECTION A-A

SE-8 GRAVEL BAG DETAILS | SCALE: N.T.S.

PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN APPROVAL FROM CITY FOR LOCATIONS OF THE FOLLOWING AREAS:

- MATERIAL DELIVERY AND STORAGE AREA
  BMPS TO BE IMPLEMENTED: WM-1, WM-2, WM-4 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- WASTE COLLECTION AREA
  BMPS TO BE IMPLEMENTED: WM-5, WM-6, WM-9 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- VEHICLE CLEANING, FUELING AND MAINTENANCE AREA
  BMPS TO BE IMPLEMENTED: WM-4, NS-8, NS-9, NS-10 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- CONCRETE TRUCK WASHOUT AREA
  BMPS TO BE IMPLEMENTED: WM-8 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)



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0 5 10 20

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CONSULTANT
CIVTEC
999 CORPORATE DR.
SUITE 100
LADERA RANCH, CA 92694
p: 949.463.8822
e: tec@civtec.net

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

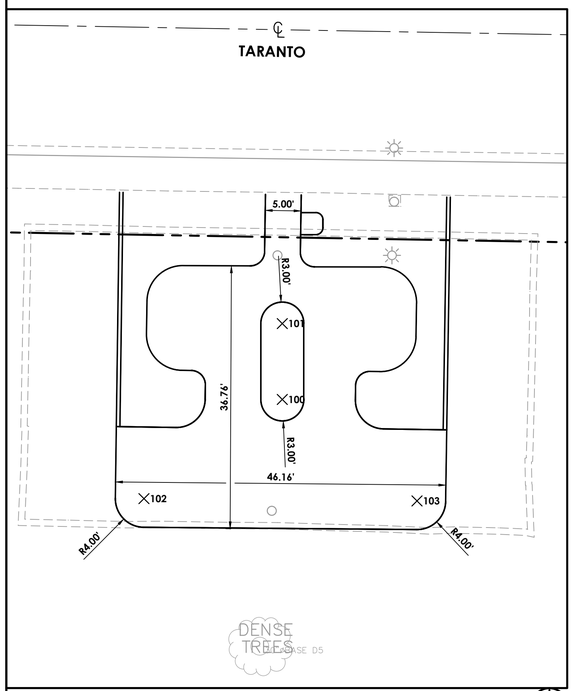
REVISIONS	DATE

SHEET TITLE
EROSION CONTROL PLAN

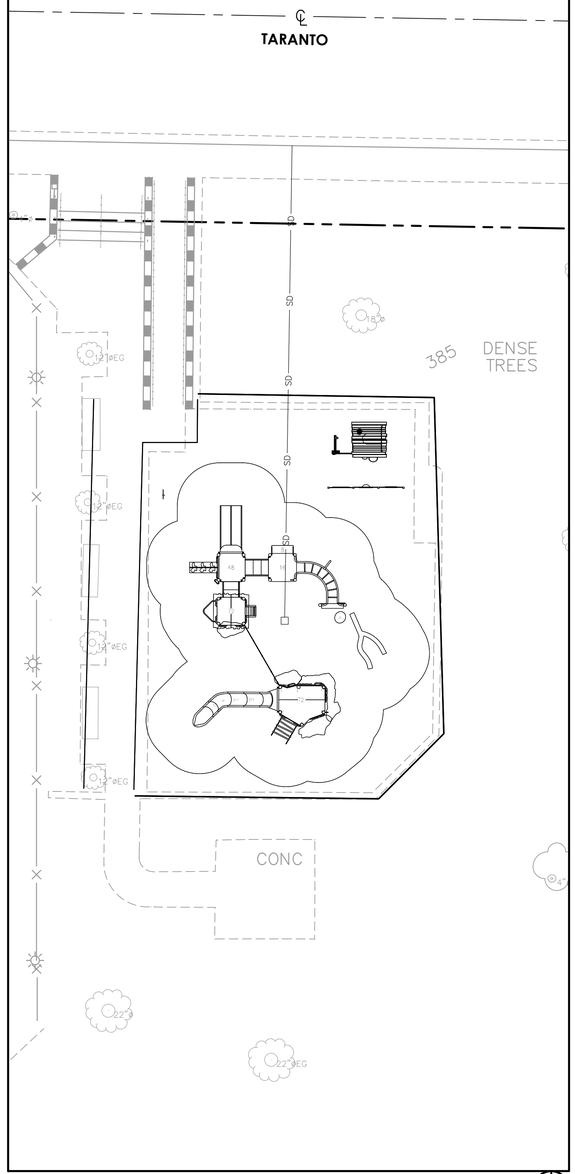
JOB #	101.305sr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-3.1

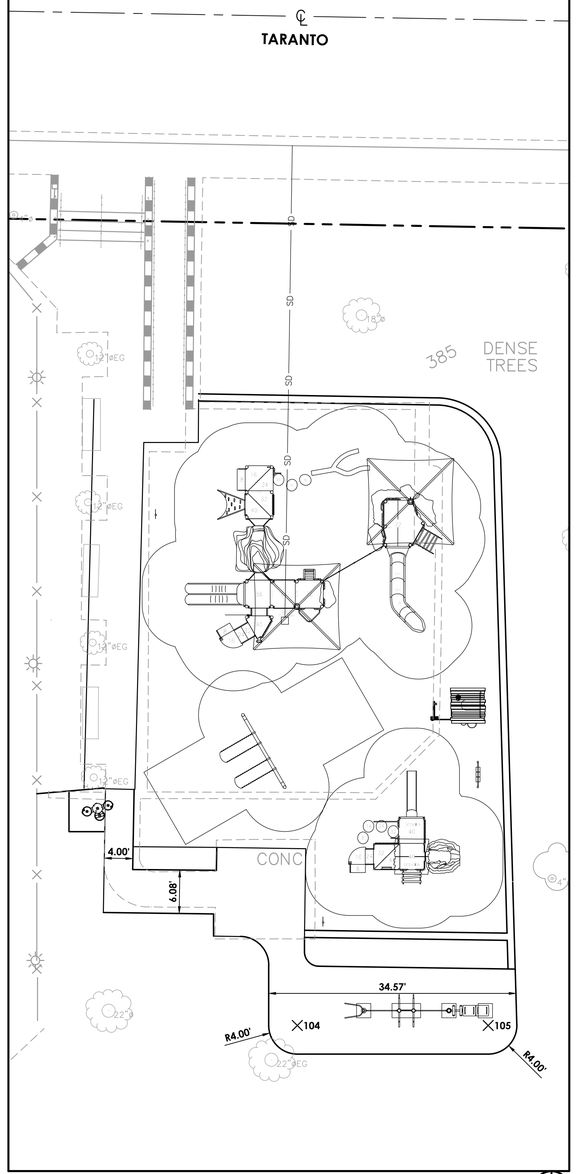
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BASE BID SEATING AREA
SCALE: 1" = 10'



BASE BID TOT LOT
SCALE: 1" = 10'



BID ALTERNATE TOT LOT
SCALE: 1" = 10'

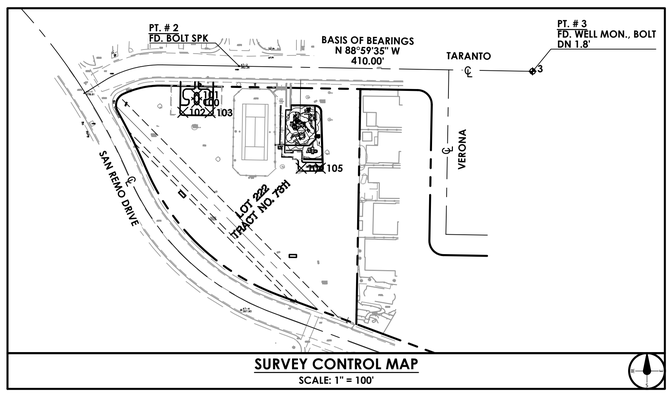
BENCHMARK

OCS BM "3X-65-13"
ELEVATION 361.191' [NAVD88, LEVELED 2014]

DESCRIBED BY OCS 2013 – FOUND 4" OCS ALUMINUM BENCHMARK DISK STAMPED "3X-65-13", SET IN THE SE'LY CORNER OF A 5.5' X 3' CONCRETE FOOTING FOR A TRAFFIC SIGNAL PANEL 1.6' ABOVE THE SIDEWALK. MONUMENT IS LOCATED IN THE NW'LY PORTION OF THE INTERSECTION OF MOULTON PKWY. AND SANTA MARIA AVE.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF TARANTO SHOWN AS N 88°59'35" W ON TRACT MAP 7311, FILED IN BOOK 280, PAGES 39 TO 43, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.



SURVEY CONTROL MAP
SCALE: 1" = 100'

POINT TABLE		
POINT #	NORTHING	EASTING
3	2172467.69	6108757.70
100	2172424.26	6108288.37
101	2172434.87	6108288.37
102	2172410.40	6108269.04
103	2172410.08	6108307.20
104	2172332.31	6108434.40
105	2172332.31	6108461.08

SCALE: 1" = 10'
0 5 10 20

NOTE TO CONTRACTOR:

A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE FIELD LAYOUT OF THE PROPOSED SITE IMPROVEMENTS INCLUDING, BUT NOT NECESSARILY LIMITED TO, HORIZONTAL AND VERTICAL CONTROL AND DIMENSIONAL COORDINATION AS NECESSARY TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS SURVEY WORK SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AND SHALL PROVIDE FOR THE SURVEY AND STAGING OF ALL CONSTRUCTION ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDING LOCATIONS, PAVING EDGES/ALIGNMENT FENCING, WALLS, LIGHT FIXTURES, SIGNS, MOW CURBS, SEATING, SHADE STRUCTURES, PLAY FIELDS AND APPURTENANCES,, CURB AND GUTTER ALIGNMENTS, CATCH BASINS, DRAINS, ETC.

B. AN AUTOCAD-COMPATIBLE .DWG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR HIS USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND IS INTENDED TO ASSIST THE SURVEYOR IN THE LAYOUT OF THE PROPOSED IMPROVEMENTS.

THESE ELECTRONIC FILES ARE NOT CONSTRUCTION DOCUMENTS. DIFFERENCES MAY EXIST BETWEEN THESE ELECTRONIC FILES AND CORRESPONDING HARD COPY CONSTRUCTION DOCUMENTS ISSUED FOR PUBLIC BID. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS AND THE ELECTRONIC FILES, THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS SHALL GOVERN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IF ANY CONFLICT EXISTS AND SHALL BRING ANY DISCREPANCIES TO THE PROJECT LANDSCAPE ARCHITECT'S ATTENTION PRIOR TO ANY FIELD LAYOUT. BY THE CONTRACTOR'S USE OF THESE ELECTRONIC FILES, THEY ARE NOT RELIEVED OF THEIR DUTY TO FULLY COMPLY WITH THE CONTRACT DOCUMENTS, INCLUDING, AND WITHOUT LIMITATION, THE NEED TO CHECK, CONFIRM, AND COORDINATE ALL DIMENSIONS AND DETAILS, TAKE FIELD MEASUREMENTS, VERIFY FIELD CONDITIONS, AND COORDINATE THE WORK WITH THAT OF OTHER CONTRACTORS FOR THE PROJECT.

THE DIGITAL INFORMATION PROVIDED BY civTEC SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN FOR THE PROJECT DESCRIBED ABOVE AND SHALL NOT BE RELEASED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF civTEC. THE INFORMATION CONTAINED ON THE ELECTRONIC MEDIA IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND SHALL REMAIN THE PROPERTY OF civTEC.

GENERAL NOTES

1. CONTRACTOR SHALL REFERENCE ARCHITECTURAL AND/OR LANDSCAPE PLANS FOR ADDITIONAL HARDSCAPE REQUIREMENTS AND DETAILS.
2. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING LANDSCAPE AND HARDSCAPE IMPROVEMENTS AS NECESSARY TO CONSTRUCT IMPROVEMENTS SHOWN HEREON.
3. ALL SIDEWALKS, CURB RETURNS, AND ACCESS POINTS SHALL MEET TITLE 24 AND AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

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San Juan Capistrano, CA 92675
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SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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STATE OF CALIFORNIA
12/22/2025

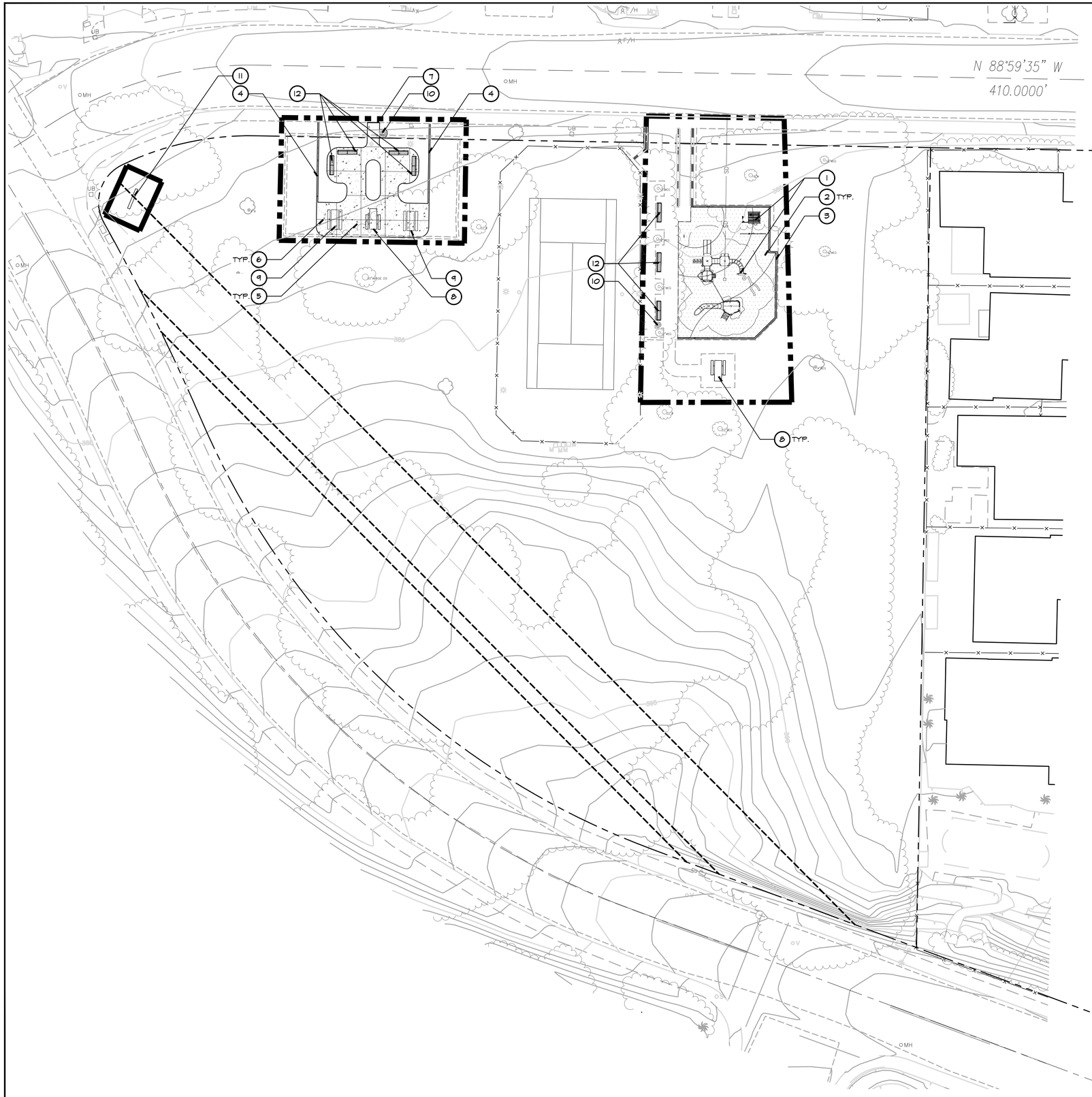
REVISIONS	DATE

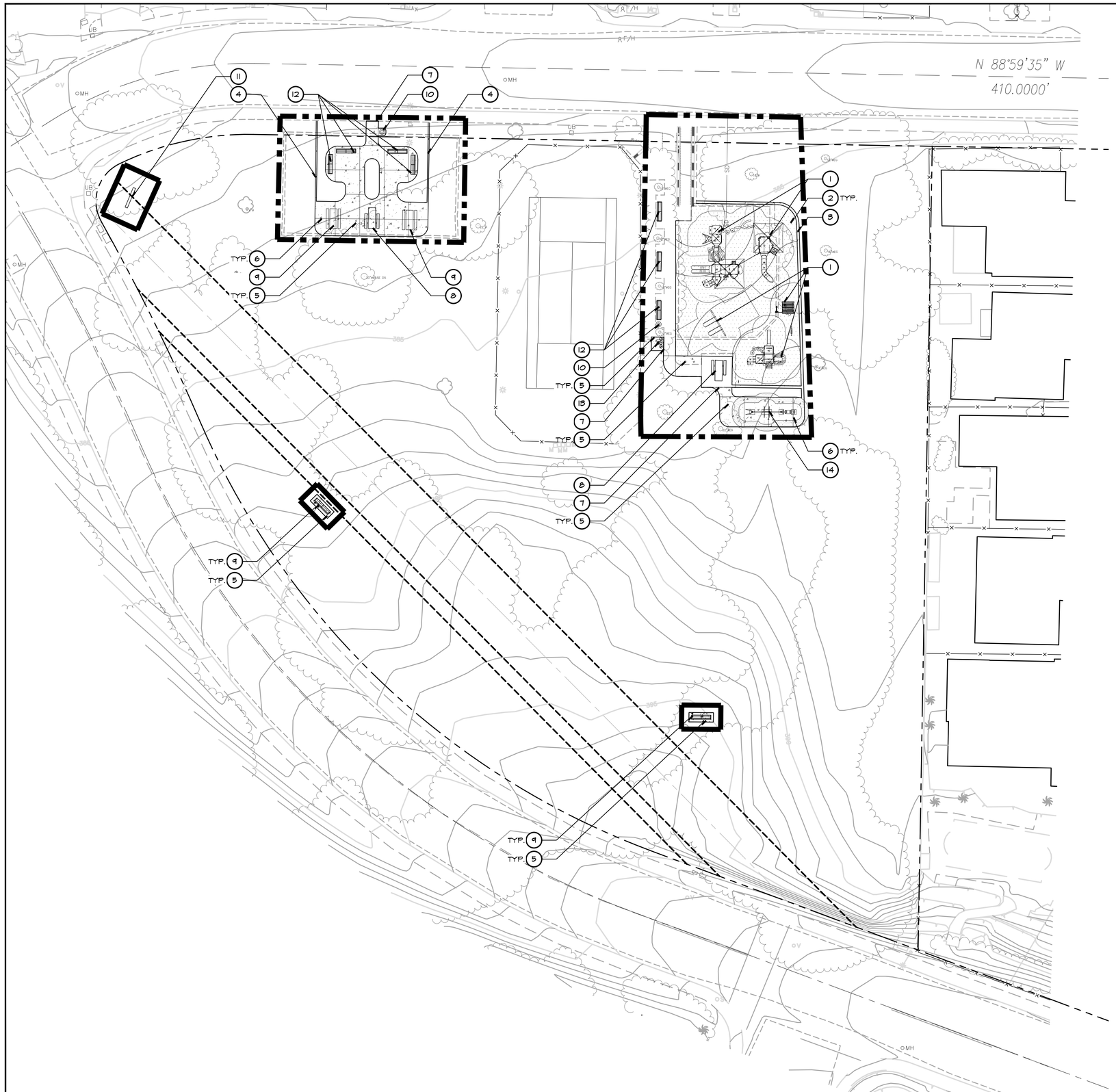
SHEET TITLE
HORIZONTAL CONTROL PLAN

JOB #	101.305sr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-4.1

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N 88°59'35" W
410.0000'
R/W
R/W
MH
MH
MH
MH
UB
UB
UB
OV
OV
OV
OHWM
OHWM
OHWM



CONSTRUCTION LEGEND (ADDITIVE BID):

	CONSTRUCT:	DETAIL REFERENCE/COMMENTS:
1	EXPANDED PLAY EQUIPMENT	DETAIL: 4 SHEET: L-2.03
2	EXPANDED RESILIENT SURFACING	DETAIL: 1 SHEET: L-2.03
3	CONCRETE PLAY CURB	DETAIL: 5 SHEET: L-2.01
4	6" WIDE CONCRETE MOW CURB	DETAIL: 4 SHEET: L-2.01
5	4" THICK NATURAL GRAY CONCRETE PAVING	DETAIL: 2 SHEET: L-2.01
6	CONTROL JOINT	DETAIL: 1 SHEET: L-2.01
7	COLD JOINT	DETAIL: 1 SHEET: L-2.01
8	ACCESSIBLE CONCRETE PICNIC TABLE	DETAIL: 3 SHEET: L-2.01
9	CONCRETE PICNIC TABLE	DETAIL: 4 SHEET: L-2.02
10	TRASH RECEPTACLE	DETAIL: 7 SHEET: L-2.01
11	PARK MONUMENT SIGN	DETAIL: 3 SHEET: L-2.02
12	CONCRETE BENCH	DETAIL: 1 SHEET: L-2.02
13	DRINKING FOUNTAIN	DETAIL: 3 SHEET: L-2.03
14	EXERCISE EQUIPMENT	DETAIL: 2 SHEET: L-2.03

0' 10' 20' 40'

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[949] 493-2600 phone

CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
STATE OF CALIFORNIA
09/30/2027 Renewal Date
3/31/2026 Date

REVISIONS	DATE

SHEET TITLE

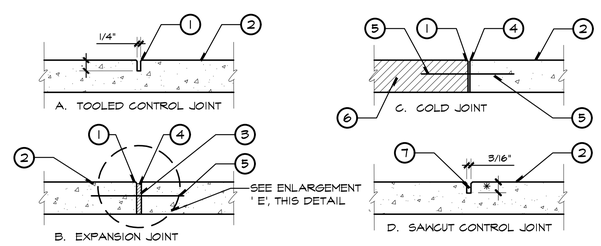
ADDITIVE BID CONST. PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

L-1.02

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LEGEND:

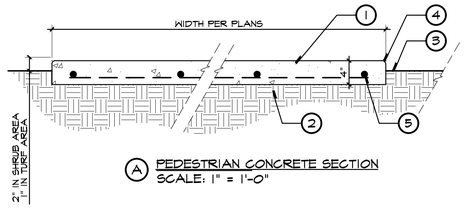
1. 1/4" RADIUS EDGE.
2. PAVING FINISH SURFACE PER PLAN.
3. 1/4" **DECK-O-FOAM** EXPANSION MATERIAL BY; **H.R. MEADOWS** OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. (909) 469-2606.
4. "GUN-GRADE" TWO-PART POLYURETHANE SEALER BY: **PECORA CORPORATION** (800) 523-6688, OR APPROVED EQUAL.
5. **SPEED-DOWEL** AT 18" O.C. AT ALL JOINTS W/#4 REBAR, MODEL NO. PSD09/#4TX SPEED DOWEL SLEEVE WITH PSD/#4BX BASE AS PROVIDED BY **GREENSTREAK GROUP** OR APPROVED EQUAL. (800) 325-4504.
6. EXISTING CONCRETE PAVING.
7. SAWCUT JOINT. SINGLE BLADE WITH 1/16" BEVEL AND CONTINUOUS CRACK CHASER.

✳ 3/4" IF PAVING LESS THAN 4" THICK. 1" IF PAVING 4" THICK OR GREATER.

NOTES:

A. LOCATE JOINTS AS INDICATED ON PLAN.
B. SEALANT COLOR TO MATCH ADJACENT PAVING.
C. ALL EXPANSION JOINT SEALANT TO BE SEEDED WITH SILICA SAND.
D. PROVIDE DOUBLE BLADE SAWCUT JOINTS AT POSTS AND CENTERED BETWEEN POSTS, TYP. ALONG ALL FENCING. SEE PLANS.
E. EXPANSION JOINTS TO ONLY OCCUR WHERE PAVING MEETS VERTICAL CONSTRUCTION ELEMENT, (EX. BOGGE CURB).

1 CONCRETE JOINTS



A PEDESTRIAN CONCRETE SECTION
SCALE: 1" = 1'-0"

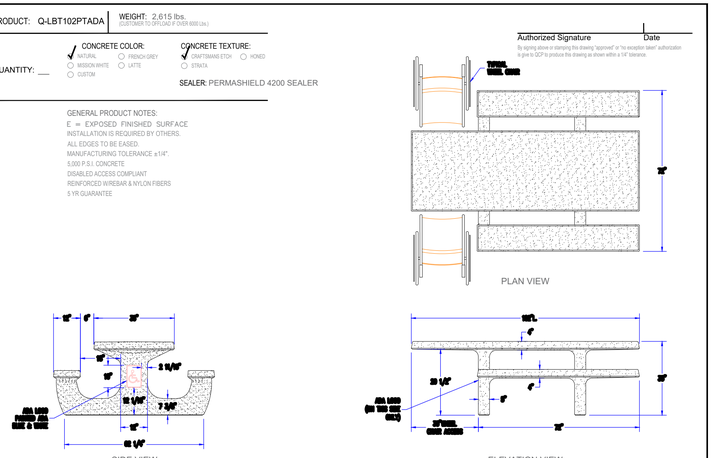
LEGEND:

1. CONCRETE PAVING - REFER TO CONSTRUCTION PLAN FOR COLOR AND FINISH.
2. 90% COMPACTED, MOISTURE-CONDITIONED SUBGRADE PER GEOTECH REPORT.
3. FINISH GRADE.
4. ½" TOOLED RADIUS.
5. #3 REBAR SPACED 18" ON CENTER PLACED AT MID-DEPTH OF CONCRETE.

NOTES:

A. PROVIDE FINISH SAMPLE PER PLANS AND SPECIFICATIONS.
B. ALL CONCRETE TO HAVE MINIMUM COMPRESSION STRENGTH OF 3,250 PSI, TYPE V PCC.
C. PROVIDE 1/4" FALL PER 12" RUN ON ALL PAVING - MINIMUM. SEE CIVIL PLANS.
D. SEE DETAIL 1, THIS SHEET FOR CONCRETE JOINTS.

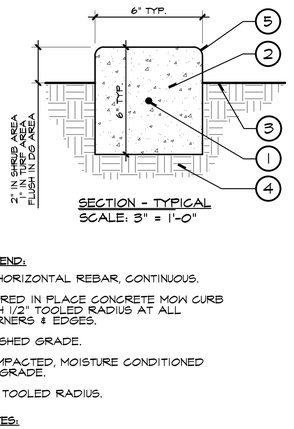
2 CONCRETE PAVING



QCP www.qcp-corp.com	PLAN TYPE	CONSTRUCTION PLAN	DATE 3/30/26	FILE NO. 315-03-cd-L-2.01
	PRODUCT	Q-LBT102PTADA | PICNIC TABLE | LBT ADA	SCALE 3/8" = 1'	DRAWN BY: ----
	PROJECT NAME		PC NO.	QC ITEM NO.

SHEET 1 OF 1

3 ACCESSIBLE PICNIC TABLE



SECTION - TYPICAL
SCALE: 3" = 1'-0"

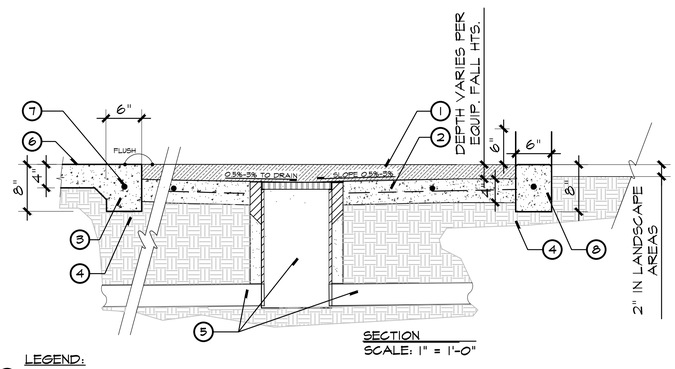
LEGEND:

1. #3 HORIZONTAL REBAR, CONTINUOUS.
2. POURED IN PLACE CONCRETE MOW CURB WITH 1/2" TOOLED RADIUS AT ALL CORNERS & EDGES.
3. FINISHED GRADE.
4. COMPACTED, MOISTURE CONDITIONED SUBGRADE.
5. 1/2" TOOLED RADIUS.

NOTES:

A. PROVIDE SCORE JOINTS AT 5' O.C., UNLESS OTHERWISE INDICATED PER PLAN.
B. 3,500 PSI (MIN.) CONCRETE STRENGTH, TYPE V PCC.

4 6" WIDE MOW CURB



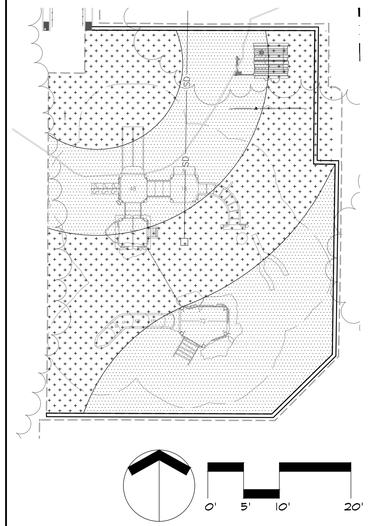
LEGEND:

1. RESILIENT SURFACING. DEPTH RATED FOR REQUIRED FALL HEIGHT. SEE SPECIFICATIONS. FOR RESILIENT SURFACED COLOR SEE FINISH SCHEDULE.
2. 4" CONCRETE BASE W/#3 REBAR @ 18" O.C. SLOPE CONCRETE 0.5%-3% TO DRAIN. MAINTAIN POSITIVE DRAINAGE TO DRAIN INLETS. SEE CIVIL PLANS.
3. THICKENED CONCRETE EDGE AT PLAY AREA.
4. COMPACTED, MOISTURE-CONDITIONED SUBGRADE.
5. SUB-DRAINAGE SYSTEM CATCH BASIN, FILTER FABRIC, AND DRAIN PIPE SIZING PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.
6. CONCRETE PAVING PER DETAIL 2, SHEET L-3.01.
7. #3 REBAR, CONT.
8. 6" WIDE CONCRETE PLAY BAND

NOTES:

A. RESILIENT SURFACING SHALL BE INSTALLED WITH UV ALIPHATIC BINDER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
B. RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.
C. CONTRACTOR SHALL SUBMIT 12"X12" COLOR SAMPLE OF EACH COLOR SPECIFIED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
D. RESILIENT SURFACING SHALL BE POURED-IN-PLACE BY; **SPECTRATURF.** OR APPROVED EQUAL. CONTACT: **KASSI HOVE, (800)875-5788.** SEE SPECIFICATIONS.
E. CHECK WITH MANUFACTURER OF INSTALLED PLAYGROUND EQUIPMENT FOR ALL FALL HEIGHTS/CLEARANCES.

5 RESILIENT SURFACING & PLAY CURB

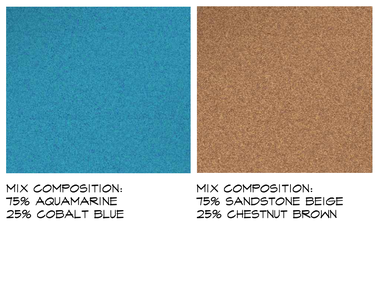


RESILIENT SURFACING FINISH SCHEDULE:

	A	RESILIENT SURFACING. COLOR: **75% AQUAMARINE, 25% COBALT BLUE.** SEE NOTES BELOW.
	B	RESILIENT SURFACING. COLOR: **75% SANDSTONE BEIGE, 25% CHESTNUT BROWN.** SEE NOTES BELOW.

SPECIAL NOTES:

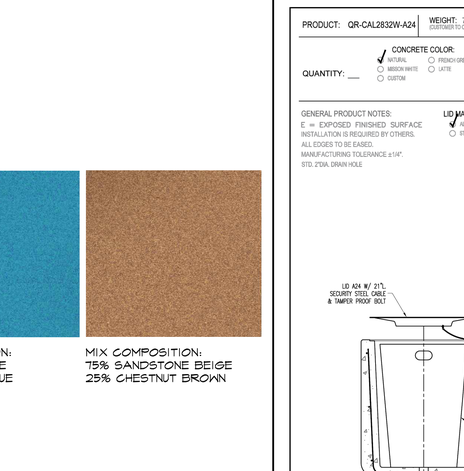
1. RESILIENT SURFACING AVAILABLE FROM: **SPECTRATURF.** SEE ABOVE FOR COLOR SELECTION.
2. CONTACT: **SPECTRATURF, (800)875-5788.**



MIX COMPOSITION:
75% AQUAMARINE
25% COBALT BLUE

MIX COMPOSITION:
75% SANDSTONE BEIGE
25% CHESTNUT BROWN

6 RESILIENT SURFACING LAYOUT



HARDWARE LIST

QTY	TYPE
	(LID A24) 24"O.D. x 12"I.D. ROUND FUNNEL LID
	SECURITY CABLE AND BOLT
	(QR-PL278) 26 GAL. PLASTIC LINER

QCP www.qcp-corp.com	PLAN TYPE	CONSTRUCTION PLAN	DATE 6/12/23	FILE NO. QR-CAL2832W-A24
	PRODUCT	QR-CAL2832W-A24 | WASTE CONT. | CALIFORNIA	SCALE 3/4" = 1'	DRAWN BY: ----
	PROJECT NAME		PC NO.	QC ITEM NO.

SHEET 1 OF 1

NOTES:

A. TRASH RECEPTACLE LID TO BE BLACK ALUMINUM.
B. RECYCLING RECEPTACLE LID TO BE BLUE ALUMINUM.

7 CONCRETE TRASH RECPTACLE

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RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2932
Signature
09/30/2027 Renewal Date
3/31/2026 Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

BASE BID CONST. DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET L-2.01

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1 CONCRETE BENCH

PRODUCT: ##########

WEIGHT: 1,918 lbs
(CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ____

CONCRETE COLOR:
- ☑ QUAIL HILL RED
- ○ NATURAL
- ○ MISSION WHITE
- ○ LATTE
- ○ HARVEST
- ○ FRENCH GREY
- ○ BUNGALOW
- ○ ADOBE TAUPE
- ○ CUSTOM COLOR

CONCRETE TEXTURE:
- ☑ CRAFTSMANS ETCH
- ○ STRATA

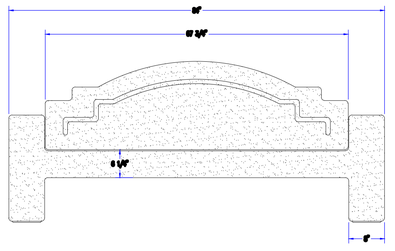
SEALER: STANDARD SEALER

GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".

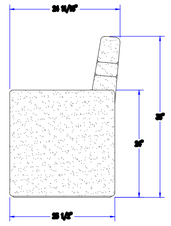
Authorized Signature ____ Date ____

By signing above or stamping this drawing "approved" or "no exception taken" authorization is give to QCP to produce this drawing as shown within a 1/4" tolerance.

NOTE:
QUICKCRETE RECOMMENDS USING EPOXY TO ANCHOR THE BENCH TO A CONCRETE FOOTING.



FRONT ELEVATION VIEW



SIDE VIEW

HARDWARE LIST

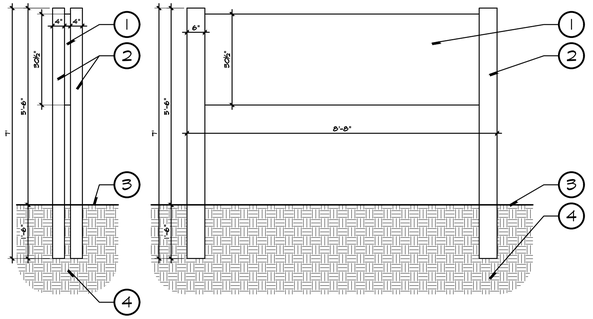
QTY	TYPE
1	SIKAFLEX

QCP
www.qcp-corp.com

SHEET: ☒ OF ☐
FILE NO.: 315-03-cd-L2.01
DRAWN BY: ----
QC ITEM NO.: -
DATE: 2/6/17
SCALE: 3/4" = 1'
PC. NO.: -
PLAN TYPE: CONSTRUCTION PLAN
PRODUCT: ########## | ###### | ####
PROJECT NAME: -

2 MONUMENT SIGN

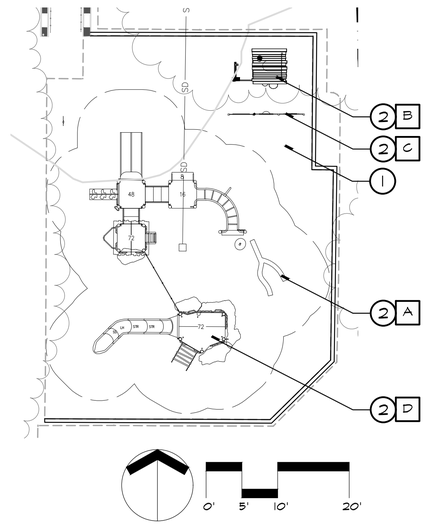




LEGEND:

1. 30½" HIGH x 104" WIDE x 2" THICK SINGLE SIDED, HDU SAND-BLASTED SIGN AVAILABLE FROM AMERICA'S SIGNS, (714)693-2989. SIGN TO HAVE RAISED BORDER WITH RECESSED, BACKGROUND TO BE SAND-BLASTED FINISH. INNER BORDER TO BE LEVEL WITH THE RECESSED & PAINTED BLUE TO MATCH RAISED TEXT. OUTSIDE RAISED BORDER TO BE PAINTED DARK BROWN. CIRCLE TO RECEIVE CITY LOGO TO BE LEVEL WITH THE RECESSED BACKGROUND WITH SMOOTH FINISH. PARK NAME TO READ "SAN REMO PARK".
2. FOUR (4) 4"x6" HDU POSTS TO BE 84" TALL, INSTALLED 18" BELOW FINISHED GRADE.
3. FINISHED GRADE.
4. 95% COMPACTED MOISTURE-CONDITIONED SUBGRADE.

3 PLAY EQUIPMENT



- A LOG BALANCE BEAM
- B KIDS CABIN
- C INTERACTIVE PANEL
- D 5-12 PLAY STRUCTURE

LEGEND:

1. INSTALL RESILIENT SURFACING PER DETAIL 4 & 5, THIS SHEET. RESILIENT SURFACING SHALL BE **SPECTRATURF** OR APPROVED EQUAL AND INSTALLED BY CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT 12"X12" SAMPLE OF EACH COLOR TO THE CITY PRIOR TO INSTALLATION. CONTACT: **SPECTRATURF, (800)875-5788**. SEE SPECIFICATIONS.
2. INSTALL PLAYGROUND EQUIPMENT BY: **LANDSCAPE STRUCTURES.** TO BE PROVIDED BY: **COAST RECREATION** OR APPROVED EQUAL. CONTACT: ALLISON HEPBURN (714) 619-0100. DRAWING NUMBER: **1194519-03-01**.

NOTES:

A. SEE CIVIL PLANS FOR GRADING AND DRAINAGE PLAN.
B. LANDSCAPE STRUCTURES EQUIPMENT SHALL BE INSTALLED BY A CERTIFIED "NATIONAL PLAYGROUND SAFETY INSTITUTE" INSTALLER APPROVED BY THE MANUFACTURER AND THE CITY. CONTRACTOR SHALL HAVE A LICENSED SURVEYOR DIGITIZE THE ENTIRE TOT LOT AREA, INCLUDING PERIMETER EDGE, RESILIENT SURFACING AREA, PLAY EQUIPMENT AND PLAY EQUIPMENT FALL ZONES). THIS LAYOUT SHALL BE REVIEWED AND APPROVED BY PLAY EQUIPMENT MANUFACTURER'S REPRESENTATIVE AND CITY'S AUTHORIZED REPRESENTATIVE PRIOR TO PLACEMENT OF CONCRETE.
C. PRIOR TO INSTALLATION, FIELD STAKE LAYOUT OF EACH PLAY STRUCTURE SHALL BE REVIEWED AND APPROVED BY MANUFACTURER'S REPRESENTATIVE.
D. CONTRACTOR SHALL VERIFY LOCATION OF SUB-DRAIN IN RELATION TO PLAY STRUCTURE FOOTINGS TO INSURE ADEQUATE CLEARANCE AND DRAINAGE.
E. SUB-DRAIN SYSTEM CATCH BASIN AND DRAIN PIPE SIZING/SPECIFICATIONS PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.
F. RESILIENT SURFACING TO BE INSTALLED BY A CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT A 12X12 SAMPLE OF EACH COLOR TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
G. CONTRACTOR SHALL OBTAIN CERTIFICATION FROM PLAYGROUND EQUIPMENT MANUFACTURER THAT ALL CURRENT A.D.A. AND CONSUMER PRODUCT SAFETY COMMISSION STANDARDS HAVE BEEN FULLY COMPLIED WITH.
H. A COMPLETE PLAYGROUND AUDIT SHALL BE PERFORMED BY A NPSI CERTIFIED INSPECTOR AND GIVEN TO THE CITY'S AUTHORIZED REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE PLAYGROUND.
I. FURNISH AND INSTALL ALL PLAY EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS.
J. PRIOR TO FORM WORK AND CONCRETE WORK, CONTRACTOR SHALL LAY OUT PLAY AREA EDGE AND PLAY EQUIPMENT TO ENSURE ALL REQUIREMENTS ARE MET PER A.D.A. AND CSPC GUIDELINES AND STANDARDS.



KIDS CABIN / INTERACTIVE PANEL



LOG BALANCE BEAM / 5-12 PLAY STRUCTURE

4 CONCRETE PICNIC TABLE

PRODUCT: Q-LBT72PT

WEIGHT: 2,308 lbs.
(CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ___

CONCRETE COLOR:
- ☑ NATURAL
- ○ MISSION WHITE
- ○ CUSTOM
- ○ FRENCH GREY
- ○ LATTE

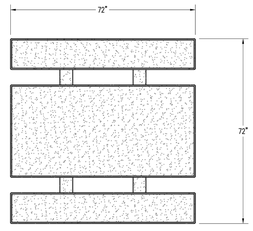
CONCRETE TEXTURE:
- ☑ CRAFTSMANS ETCH
- ○ STRATA
- ○ HONED

SEALER: PERMASHIELD 4200 SEALER

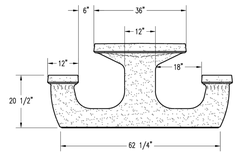
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
5,000 P.S.I.
REINFORCED WIREBAR & NYLON FIBERS
DISABLED ACCESS COMPLIANT
5 YEAR GUARANTEE

Authorized Signature ____ Date ____

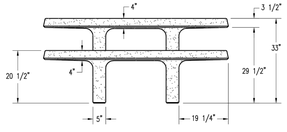
By signing above or stamping this drawing "approved" or "no exception taken" authorization is give to QCP to produce this drawing as shown within a 1/4" tolerance.



PLAN VIEW



SECTION VIEW



ELEVATION VIEW

QCP
www.qcp-corp.com

PLAN TYPE	CONSTRUCTION PLAN
PRODUCT	Q-LBT72PT | PICNIC TABLE | LBT
PROJECT NAME	

DATE: 6/6/23
FILE NO.: Q-LBT-72PT
SHEET: 1
SCALE: 3/8" = 1'
DRAWN BY: ----
PC. NO.:
QC ITEM NO.:
OF: 1

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CALL: 811
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RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

CONSULTANT

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
10/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

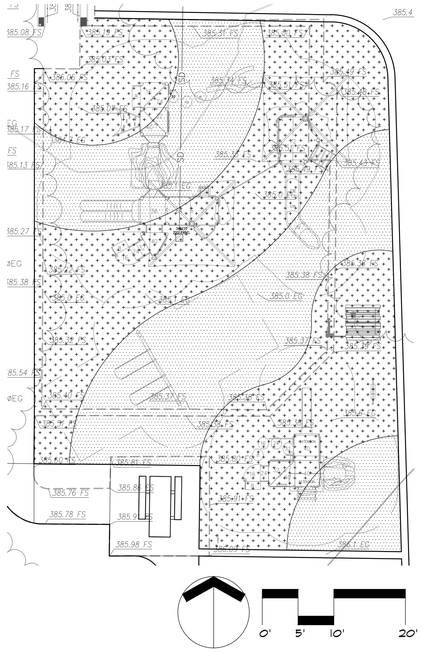
SHEET TITLE
BASE BID CONST. DETAILS

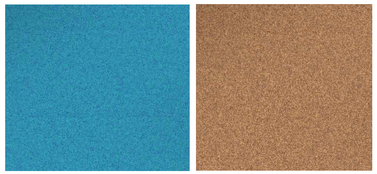
JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.02

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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MIX COMPOSITION:
75% AQUAMARINE
25% COBALT BLUE

MIX COMPOSITION:
75% SANDSTONE BEIGE
25% CHESTNUT BROWN

RESILIENT SURFACING FINISH SCHEDULE:

	A	RESILIENT SURFACING, COLOR: **75% AQUAMARINE, 25% COBALT BLUE**. SEE NOTES BELOW.
	B	RESILIENT SURFACING, COLOR: **75% SANDSTONE BEIGE, 25% CHESTNUT BROWN**. SEE NOTES BELOW.

SPECIAL NOTES:

1. RESILIENT SURFACING AVAILABLE FROM: **SPECTRATURF**. SEE ABOVE FOR COLOR SELECTION.
2. CONTACT: **SPECTRATURF, (800)875-5788**.

1 EXPANDED RESILIENT SURFACING LAYOUT



A SGR076 6-PERSON STATIC COMBO

LEGEND:

(1) OUTDOOR FITNESS SYSTEM BY:
GREENFIELDS OUTDOOR FITNESS.
QUOTE #329479 OR APPROVED EQUAL. TELEPHONE: (888) 315-9037
CONTACT: SAM MENDELSOHN. INSTALL PER MANUFACTURER'S CURRENT RECOMMENDATIONS.

NOTES:

(A) OUTDOOR FITNESS SYSTEM SHALL BE INSTALLED BY A FITNESS SYSTEM INSTALLER APPROVED BY THE MANUFACTURER AND THE CITY.

(B) PRIOR TO INSTALLATION, FIELD STAKE LAYOUT FITNESS STATION SHALL BE REVIEWED AND APPROVED BY MANUFACTURER'S REPRESENTATIVE.

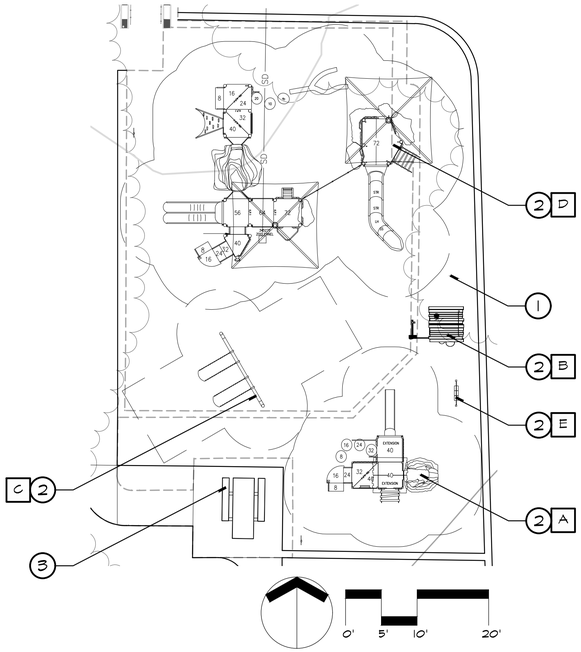
2 EXERCISE EQUIPMENT



LEGEND:

(1) OUTDOOR ADA "HI/LO" DRINKING FOUNTAIN / BOTTLE FILLER, MODEL #1014SSM WITH LOCK DOOR, AND ATTACHED PET FOUNTAIN, AVAILABLE FROM **MOST DEPENDABLE FOUNTAINS (MDF), (800) 552-6331**. COLOR TO BE 'GREEN'. REFER TO CIVIL ENGINEERING WATER & SEWER PLAN FOR CONNECTION.

3 DRINKING FOUNTAIN



LEGEND:

(1) INSTALL RESILIENT SURFACING PER DETAIL 4 & 5, THIS SHEET. RESILIENT SURFACING SHALL BE **'SPECTRATURF'** OR APPROVED EQUAL AND INSTALLED BY CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT 12"X12" SAMPLE OF EACH COLOR TO THE CITY PRIOR TO INSTALLATION. CONTACT: **SPECTRATURF, (800)875-5788**. SEE SPECIFICATIONS.

(2) INSTALL PLAYGROUND EQUIPMENT BY: **LANDSCAPE STRUCTURES.** TO BE PROVIDED BY: **COAST RECREATION** OR APPROVED EQUAL. CONTACT: ALLISON HEPBURN (714) 619-0100. DRAWING NUMBER: **194519-03-01**.

(3) INSTALL CONCRETE PICNIC TABLE. SEE DETAIL 3, SHEET L-2.01.

NOTES:

(A) SEE CIVIL PLANS FOR GRADING AND DRAINAGE PLAN.

(B) LANDSCAPE STRUCTURES EQUIPMENT SHALL BE INSTALLED BY A CERTIFIED "NATIONAL PLAYGROUND SAFETY INSTITUTE" INSTALLER APPROVED BY THE MANUFACTURER AND THE CITY. CONTRACTOR SHALL HAVE A LICENSED SURVEYOR DIGITIZE THE ENTIRE TOT LOT AREA, INCLUDING PERIMETER EDGE, RESILIENT SURFACING AREA, PLAY EQUIPMENT AND PLAY EQUIPMENT FALL ZONES). THIS LAYOUT SHALL BE REVIEWED AND APPROVED BY PLAY EQUIPMENT MANUFACTURER'S REPRESENTATIVE AND CITY'S AUTHORIZED REPRESENTATIVE PRIOR TO PLACEMENT OF CONCRETE.

(C) PRIOR TO INSTALLATION, FIELD STAKE LAYOUT OF EACH PLAY STRUCTURE SHALL BE REVIEWED AND APPROVED BY MANUFACTURER'S REPRESENTATIVE.

(D) CONTRACTOR SHALL VERIFY LOCATION OF SUB-DRAIN IN RELATION TO PLAY STRUCTURE FOOTINGS TO INSURE ADEQUATE CLEARANCE AND DRAINAGE.

(E) SUB-DRAIN SYSTEM CATCH BASIN AND DRAIN PIPE SIZING/SPECIFICATIONS PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.

(F) RESILIENT SURFACING TO BE INSTALLED BY A CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT A 12X12 SAMPLE OF EACH COLOR TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.

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(J) PRIOR TO FORM WORK AND CONCRETE WORK, CONTRACTOR SHALL LAY OUT PLAY AREA EDGE AND PLAY EQUIPMENT TO ENSURE ALL REQUIREMENTS ARE MET PER A.D.A. AND CSPC GUIDELINES AND STANDARDS.

A	2-5 PLAY STRUCTURE
B	KIDS CABIN
C	SWINGS
D	5-12 PLAY STRUCTURE
E	TIC-TAC-TOE PANEL



2-5 PLAY STRUCTURE



5-12 PLAY STRUCTURE



KIDS CABIN



SWINGS

4 EXPANDED PLAY EQUIPMENT

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RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
03/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

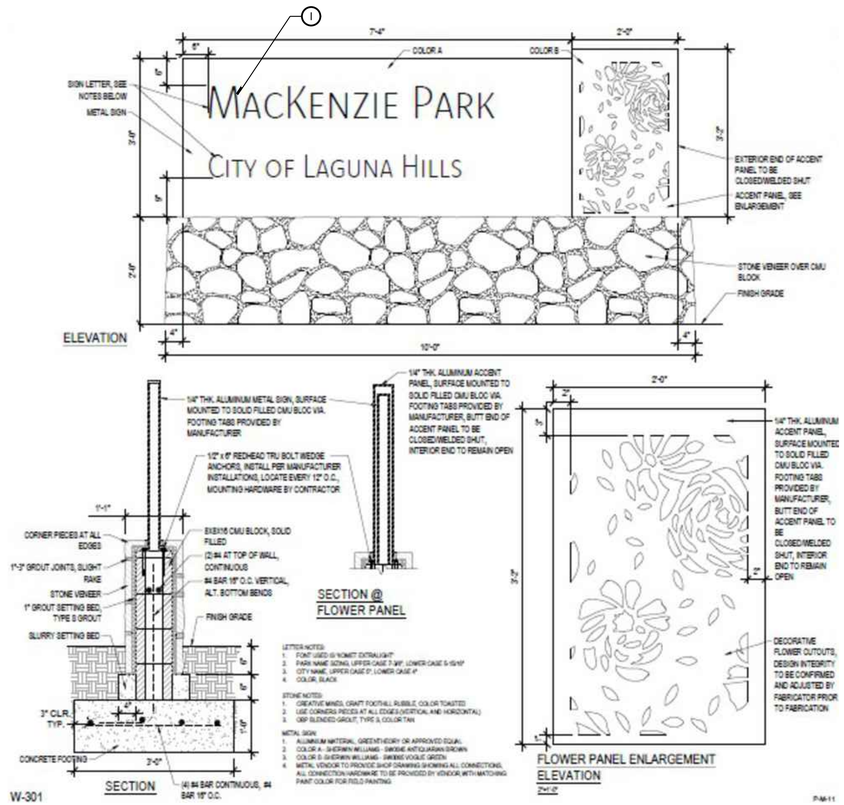
REVISIONS	DATE

SHEET TITLE
ADDITIVE BID CONST. DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.03

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LEGEND:

① PARK NAME FOR REFERENCE ONLY. REPLACE PARK NAME "MACKENZIE PARK" WITH "SAN REMO PARK".

1 PARK MONUMENT SIGN

RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
04/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
ADDITIVE BID CONST. DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.04

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IRRIGATION WATER PRESSURE LOSS CALCULATIONS

WATER METER NUMBER	1	WATER METER SIZE	2	INCHES
WATER METER ELEVATION (FT)		HIGHEST HEAD ELEVATION		FT
REMOTE CONTROL VALVE #	EX+5	MIN. REQ. STATIC PRESSURE	60	PSI
RCV DEMAND (GPM)	22.1	TOTAL DEMAND	22.1	GPM

SIZE (INCHES)	DESCRIPTION	GPM	PRESSURE LOSS	
1.5	REMOTE CONTROL VALVE ASSEMBLY	22.1	3.5	PSI
N/A	LATERAL LINE LOSSES	22.1	4.5	PSI
N/A	FITTING LOSSES	22.1	0.0	PSI

TOTAL PRESSURE LOSS OF ALL COMPONENTS		8.0	PSI
PRESSURE REQUIRED AT HEAD (OPERATING PRESSURE)		45.0	PSI
Glasir Design Irrigation Consulting CID#6004-glasirdesign.com	ELEVATION LOSS (FT) 0	0.0	PSI
	TOTAL PRESSURE REQUIRED	53.0	PSI
	STATIC WATER PRESSURE	60.0	PSI
	RESIDUAL WATER PRESSURE	7.0	PSI
SET PRESSURE REGULATOR OR MASTER CONTROL VALVE AT		N/A	PSI
PRESSURE BOOST, IF REQUIRED (SET TO ACHIEVE 10 PSI RESIDUAL)		N/A	PSI

GENERAL IRRIGATION NOTES

1. ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
3. THIS DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS.
4. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
5. INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
6. CONTRACTOR IS TO PROVIDE AN ADDITIONAL PILOT WIRE FROM CONTROLLER ALONG ENTIRETY OF MAIN LINE TO THE LAST RCV ON EACH AND EVERY LEG OF MAIN LINE. LABEL SPARE WIRES AT BOTH ENDS.
7. ALL PIPE UNDER PAVED AREAS TO BE INSTALLED IN SLEEVING TWICE THE DIAMETER OF THE PIPE CARRIED. SEE LEGEND FOR TYPE. ALL WIRE UNDER PAVED AREAS TO BE INSTALLED IN A SCH. 40 SLEEVE THE SIZE REQUIRED TO EASILY PULL WIRE THROUGH. ALL SLEEVES TO BE INSTALLED WITH A MINIMUM DEPTH AS SHOWN ON THE SLEEVING DETAILS. SLEEVES TO EXTEND AT LEAST 12" PAST THE EDGE OF THE PAVING. ALL BELL AND GASKET PIPE IN SLEEVES MUST HAVE A JOINT RESTRAINT.
8. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED IN SHRUB OR GROUND COVER AREAS WHERE POSSIBLE. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED AS SHOWN ON THE INSTALLATION DETAILS. INSTALL ALL QUICK COUPLER AND REMOTE CONTROL VALVES WITHIN 18" OF HARDSCAPE.
9. CONTRACTOR SHALL STAKE ALL VALVE AND CONTROLLER LOCATION PRIOR TO INSTALLATION. VALVE AND CONTROLLER STAKE LOCATIONS SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT AND THE OWNER DURING THE TREE STAKING SITE REVIEW. ALL STAKE LOCATION SHALL BE APPROVED PRIOR TO INSTALLATION. FAILURE TO COMPLY WITH THE INSTRUCTIONS ABOVE, MAY RESULT IN THE CONTRACTOR'S RESPONSIBILITY TO REMOVE AND RE-INSTALL EQUIPMENT.

SAN REMO PARK IMPROVEMENTS IRRIGATION SCHEDULE (MINUTES)

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CYCLES PER WEEK - TURF	2	2	3	4	4	4	5	4	3	3	2	1
TURF CROP COEFFICIENT	.61	.64	.75	1.04	.95	.88	.94	.86	.74	.75	.69	.60
CYCLES PER WEEK-SHRUB	1	1	2	2	2	2	3	3	2	2	1	1
Eto DAILY AVERAGE	.07	.10	.12	.15	.15	.18	.20	.20	.16	.12	.08	.06

Turf Root Depth	4"
Shrub Root Depth	6"
Depletion Factor (MAD)	40%

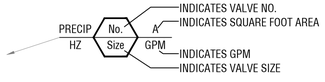
Soil Type (Textural)	CLAY LOAM
Field Capacity	27%
Permanent Wilt Point	13%
Apparent Specific Gravity	1.35

Hydrozone	PLANT TYPE	Water Usage	Kc	SPRINKLER TYPE	EXPOSURE	EXPO FACTOR	PRECIP (in/hr)	SPKLR EFFIC.	ROOT DEPTH (in)	RUN TIME MULTIPLIER	IRRIGATION RUN TIMES JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	SHRUB	LOW	0.20	DRIP	FULL SUN	100%	0.72	81%	6	1.23	10	14	9	11	11	13	10	9	11	9	12	9
2	TURF	SLA	0.80	SPRAYS	FULL SUN	100%	1.65	75%	4	1.33	19	26	16	20	20	24	18	18	21	16	23	18
3	TURF	SLA	0.80	ROTARY	FULL SUN	100%	0.61	75%	4	1.33	52	71	44	55	54	66	49	48	58	44	61	47
4	TREE	MEDIUM	0.50	BUBBLER	FULL SUN	100%	3.00	75%	12	1.33	7	9	6	7	7	8	6	6	7	6	8	6

RECYCLED WATER IRRIGATION EQUIPMENT LEGEND

SYMBOL (Q T H F)	MANUFACTURER	DESCRIPTION	FLOW RATE (GPM)	PSI	RADIUS	P.R.	DETAIL
	RAIN BIRD	RD-06-S-P30-F-NP-9MPR - 6" POP-UP WITH CHECK VALVE ,PRESSURE REGULATOR, PURPLE CAPS AND MATCHED PRECIPITATION RATE 8' NOZZLE.	0.26, 0.52,1.05	30	8'	1.65 IN./HR.	A
	RAIN BIRD	RD-06-S-P30-F-NP-12MPR - 6" POP-UP WITH CHECK VALVE ,PRESSURE REGULATOR, PURPLE CAPS AND MATCHED PRECIPITATION RATE 12' NOZZLE.	0.65,1.30, 2.60	30	12'	1.65 IN./HR.	A
	RAIN BIRD	RD06-S-P-45-NP/R-VAN18 - 6" POP-UP WITH CHECK VALVE ,PRESSURE REGULATOR, PURPLE CAPS AND ADJUSTABLE ROTARY NOZZLE. FULL NOZZLE SHALL BE R-VAN-18-360	.50, 1.17, 1.85	45	13-18'	0.61 IN./HR.	A
	RAIN BIRD	5006-SS-SAM-PL-R-NP-MPR-25 - 6" POP-UP ROTOR WITH CHECK VALVE, PURPLE CAP AND MPR 25° NOZZLE	1.0, 1.38,1.98, 3.82	45	25'	0.61 IN./HR.	A
	RAIN BIRD	5006-SS-SAM-PL-R-NP-MPR-30 - 6" POP-UP ROTOR WITH CHECK VALVE, PURPLE CAP AND MPR 30° NOZZLE	1.4, 1.85, 2.96, 5.78	45	30'	0.61 IN./HR.	A
	RAIN BIRD	5006-SS-SAM-PL-R-NP-MPR-35 - 6" POP-UP ROTOR WITH CHECK VALVE, PURPLE CAP AND MPR 35° NOZZLE	1.92, 2.46, 3.81, 7.58	45	35'	0.61 IN./HR.	A
	RAIN BIRD	RWS-B-C-1402/RWS-SOCK/RWS-GRATE-P, 36" DEEP ROOT BUBBLER WITH PURPLE GRATE, EACH SYMBOL REPRESENTS TWO BUBBLERS PER TREE, PLACE BUBBLERS AT EDGE OF ROOTBALL ON OPPOSITE SIDES OF TREE. ADJUST PER ROOTBALL SIZE TYPICAL.	0.5 (1.0)	30	N/A	3.0	B
	NETAFIM	TLHCVXR-RW-7-12-10 LANDSCAPE DRIP TUBING W/ .77 GPH EMITTERS 12" ON CENTER. DRIP TUBING HAS BUILT IN CHECK VALVES AND A PURPLE STRIPE. DRIP TUBING SHALL BE INSTALLED (3" SHRUBS, 4" TURF) BELOW FINISHED GRADE, AND IN PARALLEL ROWS A MAXIMUM OF 16" IN SHRUB AREAS AND 12" ON CENTER IN TURF AREAS. THE PERIMETER ROW OF DRIP TUBING SHALL BE INSTALLED A MAXIMUM OF 4" FROM THE EDGE OF THE PLANTING AREA. INSTALL TUBING STAKES A MAXIMUM OF FIVE (5) FEET ON CENTER ALONG THE LENGTH OF THE TUBING.				SHRUBS = 0.93 IN./HR. TURF = 1.24 IN./HR.	C,D
	NETAFIM	TECHLINE DRIPLINE FITTINGS W/ APPROPRIATE PVC FITTING FOR CONNECTION BETWEEN PURPLE PVC LATERAL LINES AND DRIP TUBING					C,D
NO SYMBOL	NETAFIM	ALL CONNECTIONS BETWEEN DRIP TUBING SHALL BE MADE USING TECHLINE FITTINGS					C,D
F	NETAFIM / HUNTER / GPH	TLSOV - MANUAL FLUSH VALVE AT END/MIDDLE OF PCV FLUSH MANIFOLD LINE, INSTALL FLUSH VALVE INSIDE A 10" ROUND VALVE BOX, ONE AT THE END OF TUBING RUNS IN EACH DIRECTION. INSTALL MIN. ONE FLUSH VALVE PER 1000' OF TUBING IN EACH DIRECTION ON DRIPLINE FLUSH MANIFOLD. INSTALL 18" FROM PAVING. INSTALL ALL FLUSH EQUIPMENT PER DETAILS. INSTALL (2) HUNTER ECO-ID-12 POP-UP INDICATORS ONE AT EACH END OF THE DRIP ZONE BOTH SHALL BE INSTALLED WITH A GPH BRAND GDFN-R FLUSH NOZZLE					C,E,F
	NIBCO	FP-600A - 2-2.5" BRASS BALL VALVE WITH THREADED CONNECTIONS, LINE SIZE PER MAINLINE. INSTALL INSIDE A STANDARD RETANGULAR VALVE BOX.					G
	RAINBIRD	XXX-EFB-CP-R-PRS-D. BRASS REMOTE CONTROL VALVE WITH PURPLE HANDLE AND ADJUSTABLE PRESSURE REGULAR. SIZE AS SHOWN ON THE PLAN. INSTALL THE RCV INSIDE A STANDARD RECTANGULAR VALVE BOX.					H
	RAIN BIRD	XCZ-1X0-PRB-R-COM SERIES DRIP ZONE KIT WITH FILTER/REGULATOR , SIZE AS SHOWN INSTALL THE DRCV ASSEMBLY INSIDE A JUMBO RECTANGULAR VALVE BOX. INSTALL WITH 2-WIRE DECODER SPECIFIED BELOW.					I
	SUPERIOR	7645 1" QUICK COUPLER VALVE WITH LOCKING PURPLE VINYL COVER AND ACME THREADS. INSTALL INSIDE A 10" ROUND VALVE BOX.					J
	AS APPROVED	PURPLE PVC PIPE 3/4" - 2" SCH. 40, AS LATERAL LINES - 12" BELOW GRADE					K
	AS APPROVED	PURPLE PVC PIPE 2-2.5" CL. 315. SOLVENT WELD MAINLINE WITH SCH.80 FITTINGS , THRUST BLOCKS AND CONTROL WIRES, 24" BELOW GRADE MIN.					K
	AS APPROVED	PVC PIPE SCH. 40 AS SLEEVING, SEE CHART FOR SLEEVE SIZING BASED ON DIAMETER OF PIPE OR WIRE BUNDLE CARRIED PLACE BELOW ALL PAVING, HARDSCAPE ETC. AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE.					L
NO SYMBOL	NDS PRO SERIES	PURPLE VALVE BOXES, SIZE PER EQUIPMENT LEGEND, WITH T-COVER LIDS AND CAPTIVE BOLT AND LOC-KIT. FOR ROUND FLUSH VALVES AND QUICK COUPLERS USE 10" ROUND BOX, FOR BALL VALVES AND STANDARD IRRIGATION CONTROL VALVES, USE 12" STANDARD RECTANGULAR VALVE BOX. FOR DRIP IRRIGATION CONTROL VALVES, USE JUMBO RECTANGULAR VALVE BOX. VALVE BOXES SHALL PURPLE HDPE BODY AND PURPLE LIDS. FOR USE IN NON-VEHICULAR TRAFFIC SITUATIONS ONLY. DO NOT INSTALL IN CONCRETE OR ASPHALT.					N/A
NO SYMBOL	RCO	CONTRACTOR SHALL INSTALL SIX (6) ADD-A-ZONE KITS, IN THE EVENT EXTRA VALVE WIRES ARE NOT LOCATED.					N/A
NO SYMBOL	3M	DBR/Y-6 DIRECT BURIAL (I.L. APPROVED) WATER-PROOF WIRE CONNECTORS FOR USE ON ALL WIRE SPLICES AND CONNECTIONS					N/A
NO SYMBOL	AS APPROVED	POLYETHYLENE INSULATED, SOLID COPPER CONDUCTOR IRRIGATION WIRE, #14UF SIZE, COLOR TO MATCH EXISTING. (U.L. APPROVED)					N/A
SB	NDS PRO SERIES	STANDARD RECTANGULAR VALVE BOX AS IRRIGATION SPLICE BOX. REFER TO PLAN FOR LOCATIONS.					N/A

CONTROL VALVE SYMBOL



HYDROZONE #	HYDROZONE DESCRIPTION
1	LOW WATER SHRUBS WITH DRIP TUBING
2	SLA TURF WITH SPRAYS
3	SLA TURF WITH ROTARY/ROTOR HEADS
4	TEMPORARY TREE IRRIGATION FOR ESTABLISHMENT

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CONSULTANT

Glasir Design Irrigation Consulting CID#6004-glasirdesign.com

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT — LARRY P. RYAN LICENSE NO. 2502 — Signature — 08/30/2027 Renewal Date — 3/05/2026 Date — STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

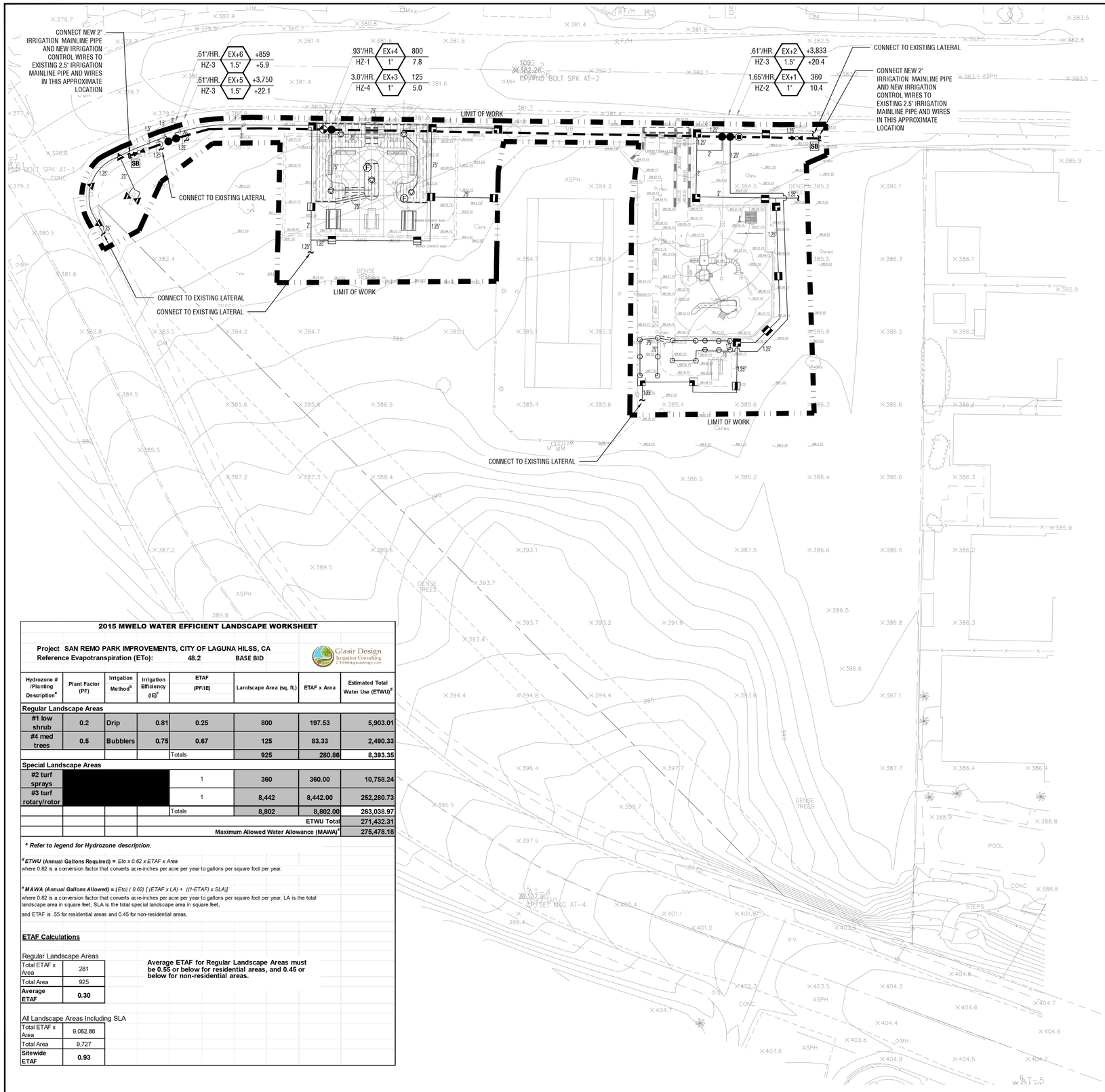
IRRIGATION LEGEND & NOTES

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/05/2026

SHEET

L-3.00

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2015 MWELO WATER EFFICIENT LANDSCAPE WORKSHEET

Project SAN REMO PARK IMPROVEMENTS, CITY OF LAGUNA HILSS, CA
Reference Evapotranspiration (ETo): 48.2 BASE BID

Glasir Design Irrigation Consulting CID#606-glasirdesign.com

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
#1 low shrub	0.2	Drip	0.81	0.25	800	197.53	5,903.01
#4 med trees	0.5	Bubblers	0.75	0.67	125	83.33	2,490.33
				Totals	925	280.86	8,393.35
Special Landscape Areas							
#2 turf sprays	[redacted]			1	360	360.00	10,758.24
#3 turf rotary/rotor				1	8,442	8,442.00	252,280.73
				Totals	8,802	8,802.00	263,038.97
						ETWU Total	271,432.31
						Maximum Allowed Water Allowance (MAWA)[e]	275,478.18

**** Refer to legend for Hydrozone description.***

[d] ***ETWU (Annual Gallons Required) =*** *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e] ***MAWA (Annual Gallons Allowed) =*** *(Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet,
and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	281
Total Area	925
Average ETAF	**0.30**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas Including SLA

Total ETAF x Area	9,082.86
Total Area	9,727
Sitewide ETAF	**0.93**

EXISTING IRRIGATION NOTES:

NOTE 1:
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING IRRIGATION EQUIPMENT DAMAGED DURING CONSTRUCTION AND IF DAMAGED, SHALL REPLACE WITH SAME MANUFACTURER AND MODEL.

NOTE 2:
ANY EXISTING IRRIGATION CONTROL VALVES CONNECTED TO EXISTING CONTROLLER SHALL BE RECONNECTED TO EXISTING CONTROLLER. ANY NEW IRRIGATION CONTROL VALVES SHALL BE CONNECTED TO EXISTING CONTROLLER. CONFIRM PROPER CONTROLLER OPERATION AND INSTALLATION WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK AND UPON COMPLETION OF WORK.

NOTE 3:
CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE REMOVAL AND DISPOSAL OF ALL EXISTING IRRIGATION EQUIPMENT AFFECTED BY THE NEW CONSTRUCTION IMPROVEMENTS, IF NECESSARY. CONTRACTOR SHALL VERIFY ALL EQUIPMENT TO BE REMOVED AND DISPOSED OF IN FIELD PRIOR TO BIDDING WORK AND PRIOR TO STARTING WORK.

NOTE 4:
CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO BIDDING WORK AND AGAIN PRIOR TO STARTING WORK. VERIFICATION SHALL BE DOCUMENTED AND DELIVERED TO OWNER'S REPRESENTATIVE.

NOTE 5:
CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF ALL SCH 40 PVC SLEEVING UNDER PAVING, WALLS AND CURBS AT NO LESS THAN 24" BELOW GRADE AND NO LESS THAN 2X DIAMETER OF IRRIGATION PIPE IN AREAS WHERE PIPE CROSSING WILL OCCUR. WHEN PIPE SIZE IS NOT AVAILABLE USE 6" SLEEVING MATERIAL. CONFIRM CROSSINGS WITH OWNER'S REPRESENTATIVE PRIOR TO PAVING AND HARDSCAPE CONSTRUCTION.

NOTE 6:
EXISTING IRRIGATION IN THIS AREA SHALL BE PROTECTED IN PLACE FOR CONTINUED USE. CONTRACTOR SHALL VERIFY THE EXTENT OF THE EXISTING SYSTEM AND MAKE ADJUSTMENTS TO CAP OFF OR MODIFY THE EXITING SYSTEM TO MEET THE NEW LANDSCAPE CONDITION IF NECESSARY.

IRRIGATION NOTES:

NOTE A:
MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL MAINLINE AND RELATED EQUIPMENT LOCATION TO BE WITHIN PLANTERS AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES TYP.

NOTE B:
BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL LOCATION TO BE WITHIN PLANTER. BUBBLERS SHALL BE ALIGNED WITH TREES AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE. CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE C:
I HAVE COMPLIED WITH THE CRITERIA OF THE IRRIGATION GUIDELINES AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN

NOTE D:
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NOTE E:
REFER TO SHEETS L-2.00 FOR IRRIGATION LEGEND, L2.03 FOR IRRIGATION DETAILS.

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CONSULTANT
Glasir Design Irrigation Consulting CID#606-glasirdesign.com

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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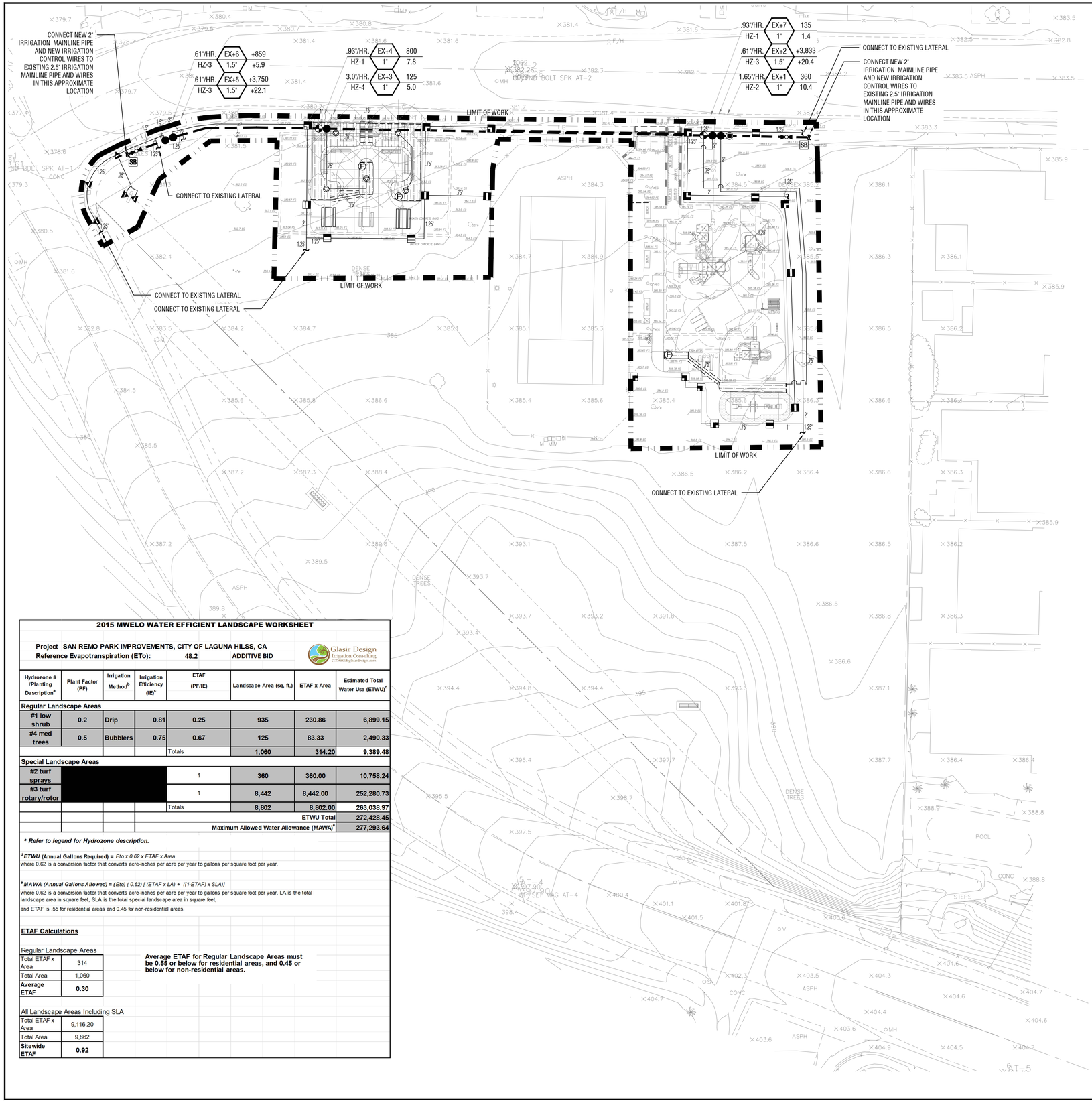
REVISIONS	DATE

SHEET TITLE
BASE BID IRRIGATION PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/05/2026

SHEET
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2015 MWELO WATER EFFICIENT LANDSCAPE WORKSHEET

Project SAN REMO PARK IMPROVEMENTS, CITY OF LAGUNA HILSS, CA
Reference Evapotranspiration (ETo): 48.2 ADDITIVE BID

Glasir Design Irrigation Consulting CID#606-glasirdesign.com

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq, ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
#1 low shrub	0.2	Drip	0.81	0.25	935	230.86	6,899.15
#4 med trees	0.5	Bubblers	0.75	0.67	125	83.33	2,490.33
				Totals	1,060	314.20	9,389.48
Special Landscape Areas							
#2 turf sprays	[redacted]			1	360	360.00	10,758.24
#3 turf rotary/rotor				1	8,442	8,442.00	252,280.73
				Totals	8,802	8,802.00	263,038.97
						ETWU Total	272,428.45
						Maximum Allowed Water Allowance (MAWA)[e]	277,293.64

** Refer to legend for Hydrozone description.*

[d] ***ETWU (Annual Gallons Required) =*** *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e] ***MAWA (Annual Gallons Allowed) =*** *(Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet,
and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	314
Total Area	1,060
Average ETAF	**0.30**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas Including SLA

Total ETAF x Area	9,116.20
Total Area	9,862
Sitewide ETAF	**0.92**

EXISTING IRRIGATION NOTES:

NOTE 1:
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NOTE E:
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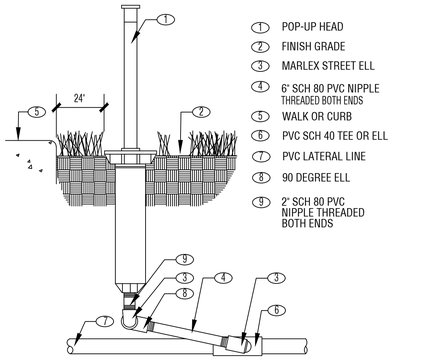
REVISIONS	DATE

SHEET TITLE
ADDITIVE BID IRRIGATION PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/05/2026

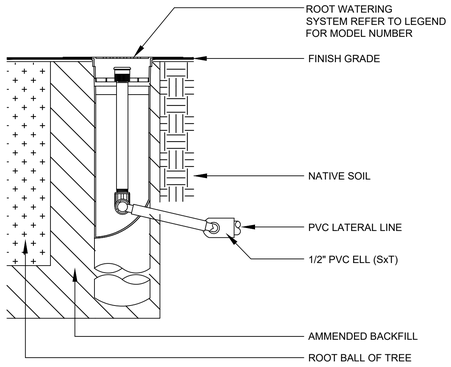
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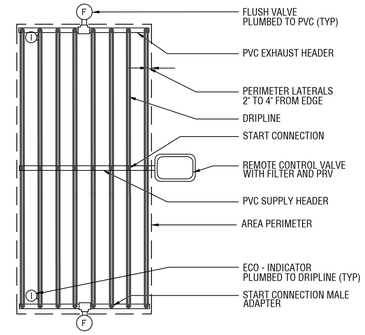


1. POP-UP HEAD
2. FINISH GRADE
3. MARLEX STREET ELL
4. 6" SCH 80 PVC NIPPLE THREADED BOTH ENDS
5. WALK OR CURB
6. PVC SCH 40 TEE OR ELL
7. PVC LATERAL LINE
8. 90 DEGREE ELL
9. 2" SCH 80 PVC NIPPLE THREADED BOTH ENDS

A POP UP SPRINKLER
N.T.S.

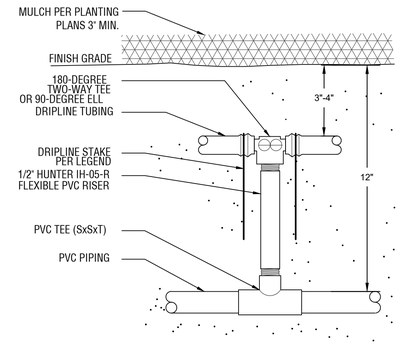


B TREE ROOT WATERING SYSTEM
N.T.S.

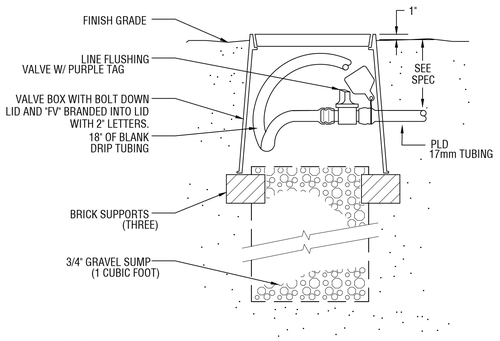


NOTE: AIR RELEASE VALVES NOT REQUIRED WHEN TUBING EMITTERS HAVE BUILT IN CHECK VALVES.

C DRIP TUBING LAYOUT
N.T.S.

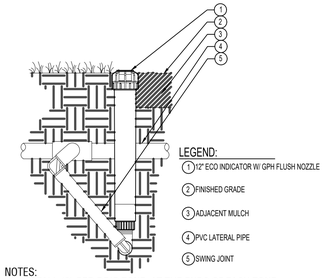


D DRIP TUBING START CONNECTION
N.T.S.



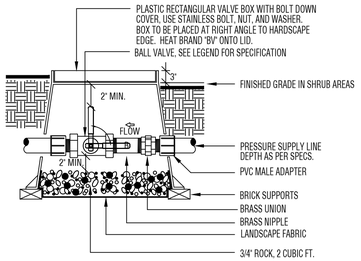
NOTE: INSTALL IN SHRUB AREAS ONLY AND A MINIMUM OF 12" FROM PLANTER EDGE

E DRIP FLUSH VALVE
N.T.S.



NOTES:
1. INSTALL (2) PER DRIP ZONE, AT THE ENDS OF EACH ZONE.
2. INSTALL ADJACENT TO WALKS AND HARDSCAPE TO BE EASILY SEEN.

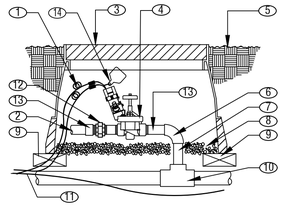
F DRIPLINE OPERATION INDICATOR
N.T.S.



NOTE:
BOX TO BE INSTALLED AS TO ALLOW FOR PROPER OPERATION OF BALL VALVE
INSTALL AT RIGHT ANGLE TO HARDSCAPE EDGE. INSTALL VALVE OFF-CENTER IN BOX.

INSTALL VALVE BOX EXTENSIONS AS REQUIRED TO ACHIEVE PROPER VALVE INSTALLATION AT MAIN LINE DEPTH.

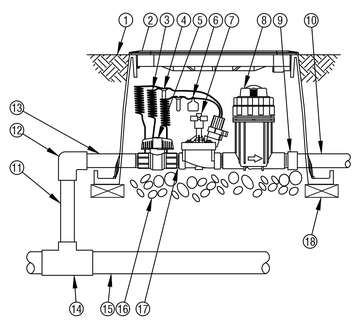
G BALL VALVE
N.T.S.



1. EXPANSION CURLS WITH WATERPROOF WIRE CONNECTORS AT SPLICES (SEE IRRIGATION SPECS)
2. PVC LATERAL TO SPRINKLERS ANGLE TO SPECIFIED DEPTH W/ 45 ELLS
3. VALVE BOX W/ LOCKING LID AND CONTROLLER LETTER AND VALVE NUMBER BRANDED ONTO THE LID IN 2" CHARACTERS.
4. REMOTE CONTROL VALVE
5. FINISH GRADE
6. SCH.80 PVC 90 SLIP X SLIP
7. PVC MAINLINE MATCH VALVE SIZE
8. 2" LAYER OF PEA GRAVEL LEAVE 1"-2" AIR SPACE BETWEEN BOTTOM OF VALVE AND TOP OF PEA GRAVEL
9. BRICK SUPPORT (1) AT EACH CORNER
10. PVC MAINLINE FITTINGS
11. CONTROLLER WIRES
12. LASCO SCH.80 UNION
13. SCH.80 NIPPLE MIPT X SLIP MATCH VALVE SIZE
14. PURPLE WARNING / ID TAG

NOTES:
1. ALL WIRE TO BE INSTALLED PER LOCAL CODES.
2. PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX. WRAP AROUND 1/2" PIPE 15 TIMES - REMOVE PIPE.
3. COMPACT SOIL AROUND VALVE BOX TO SAME DENSITY AS UNDISTURBED ADJACENT SOIL.
4. INSTALL ONLY 1 VALVE PER VALVE BOX.
5. TEFLON TAPE ALL THREADS.
6. INSTALL IN SHRUB AREAS ONLY AND A MINIMUM OF 12" FROM PLANTER EDGE

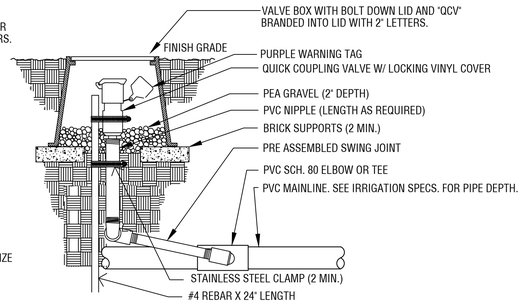
H REMOTE CONTROL VALVE
N.T.S.



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX W/ LOCKING LID AND CONTROLLER LETTER AND VALVE NUMBER BRANDED ONTO THE LID IN 2" CHARACTERS.
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION:
5. 1-INCH BALL VALVE
6. PURPLE WARNING / ID TAG
7. REMOTE CONTROL VALVE
8. PRESSURE REGULATING QUICK CHECK BASKET FILTER
9. LASCO PVC UNION
10. LATERAL PIPE
11. PVC MAINLINE TO MATCH VALVE SIZE
12. PVC SCH 80 90DEG SLIP X SLIP
13. PVC SCH 80 NIPPLE MIPT X SLIP VALVE SIZE
14. PVC SCH 80 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE
18. BRICK SUPPORTS (4-REQ.'D)

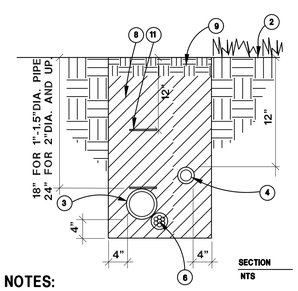
NOTE: INSTALL IN SHRUB AREAS ONLY AND A MINIMUM OF 12" FROM PLANTER EDGE

I DRIP CONTROL ZONE KIT
N.T.S.



NOTES:
1. TEFLON TAPE ALL THREADS (TYP.)
2. INSTALL IN SHRUB AREAS ONLY AND A MINIMUM OF 12" FROM PLANTER EDGE

J RECYCLED WATER QUICK COUPLER VALVE
N.T.S.

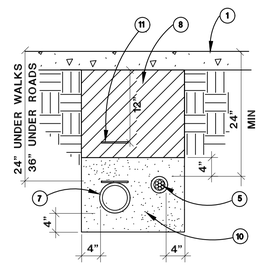


PIPE/SLEEVE LEGEND:

1. PAVING
2. FINISH GRADE
3. PVC MAINLINE (FOR NON-POTABLE USE PURPLE PIPE WITH WORDS "RECYCLED WATER DO NOT DRINK")
4. PVC LATERAL LINE (FOR NON-POTABLE USE PURPLE PIPE WITH WORDS "RECYCLED WATER DO NOT DRINK")
5. CONTROL WIRES OR COM. CABLE IN CONDUIT
6. CONTROL WIRES OR COM. CABLE IN CONDUIT
7. SLEEVE FOR MAINLINE AND/OR LATERAL LINE
8. FINE GRANULAR BACKFILL (1/2" MAX. DIA.)
9. TOPSOIL
10. SAND
11. RECYCLED WARNING TAPE (2-REQUIRED)

NOTES:
1. TAPE AND BUNDLE 24 V. WIRES @ 10' INTERVALS.
2. MINIMUM DEPTH OF 24 V. WIRING SHALL BE 24" BELOW GRADE.
3. TRENCH WIDTH ALLOW 4" MIN. CLEARANCE BETWEEN PARALLEL PIPES.
4. SNAKE PIPES FROM SIDE TO SIDE WITHIN TRENCH TO ALLOW FOR MOVEMENT.
5. TIE A 20" LOOP IN ALL WIRING AT CHANGES OF DIRECTION. UNTIE PRIOR TO BACKFILLING TRENCHES.

K PIPE INSTALLATION
N.T.S.



SLEEVE NOTE:
1. IRRIGATION PIPES UNDER ROADWAYS SHALL BE INSTALLED 36" DEEP, SLEEVED AND IDENTIFIED WITH MARKING TAPE INSTALLED 12" FROM THE SURFACE, IDENTIFYING TYPE OF LINE WITH APWA STANDARD "CAUTION WATERLINE BURIED BELOW" IN BLUE OR " CAUTION RECYCLED WATERLINE BURIED BELOW" IN PURPLE. SLEEVES SHALL BE SCHEDULE 40 PVC, TWO TIMES THE DIAMETER OF THE PIPE BEING SLEEVED.

L PIPE SLEEVE INSTALLATION
N.T.S.

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CALL: 811
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RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

CONSULTANT
Glasir Design
Irrigation Consulting
CID#6006-glasirdesign.com

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2502
Signature
04/30/2027
Renewal Date
3/05/2026
Date
STATE OF CALIFORNIA

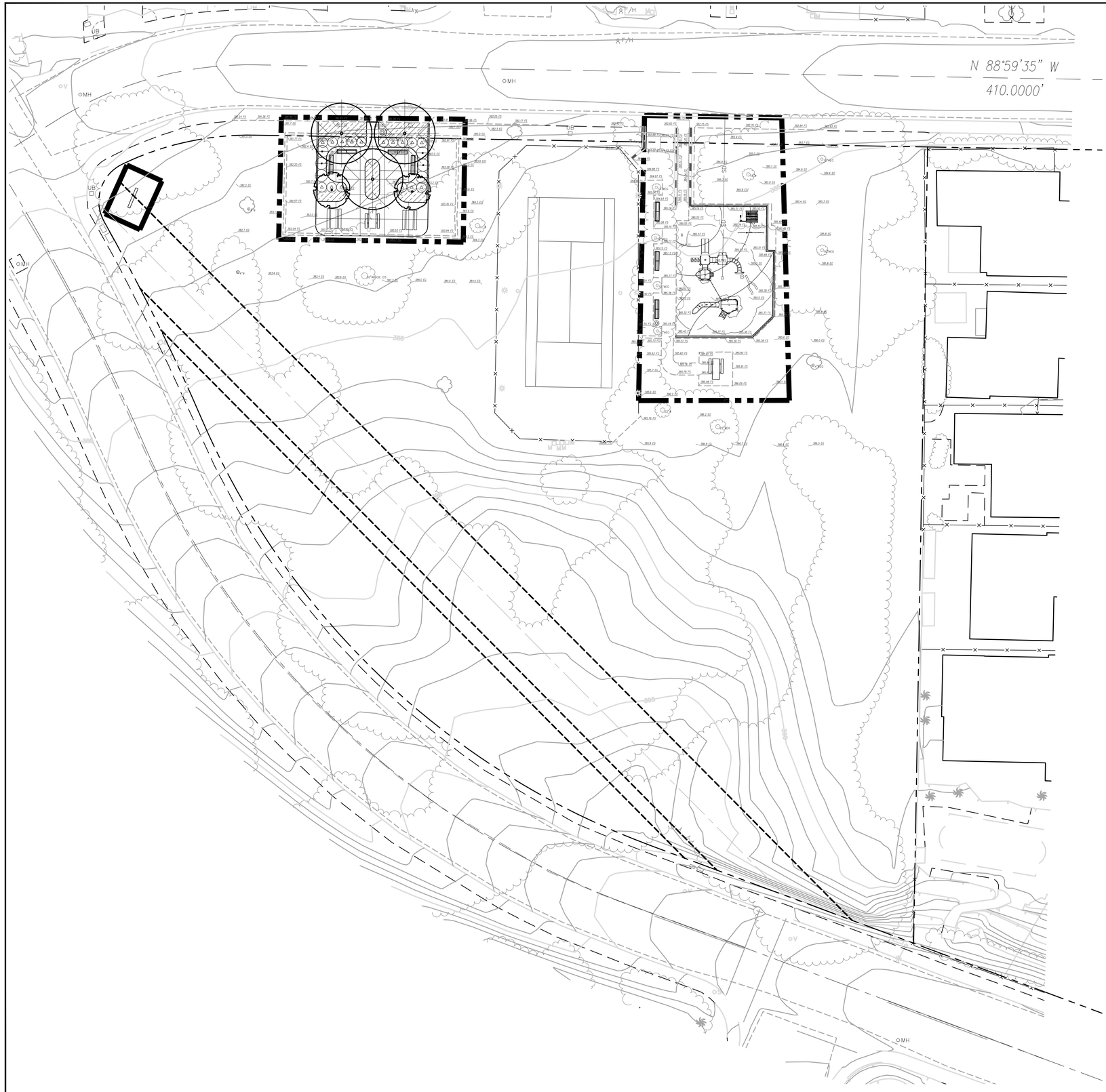
REVISIONS	DATE

SHEET TITLE
IRRIGATION DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/05/2026

SHEET
L-4.01

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TREE LEGEND

		BOTANICAL NAME COMMON NAME	SIZE	WUCOLS	QTY.
⊕	T-1	PISTACIA CHINENSIS 'RED PUSH' RED PUSH PISTACHE	24" BOX	MODERATE	2
✳	T-2	LAGERSTROEMIA INDICA 'NATCHEZ' CRAPE MYRTLE	24" BOX	LOW	3

SHRUB / GROUNDCOVER LEGEND

		BOTANICAL NAME COMMON NAME	SIZE/ SPACING	WUCOLS	QTY.
■	S-1	BUDDLEJA DAVIDII 'NANHO PURPLE' BUTTERFLY BUSH	1 GALLON	MODERATE	6
△	S-2	MISCANTHUS SINENSIS 'MORNING LIGHT' MORNING LIGHT MAIDEN GRASS	5 GALLON	MODERATE	16
▨	GC-1	GREVILLEA LANIGERA 'COASTAL GEM' COASTAL GEM WOOLLY GREVILLEA	1 GALLON @ 48" O.C.	LOW	32

0' 10' 20' 40'

UNDERGROUND SERVICE ALERT

CALL: 811

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San Juan Capistrano, CA 92675
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[949] 493-2600 phone

CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2502
Signature
04/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

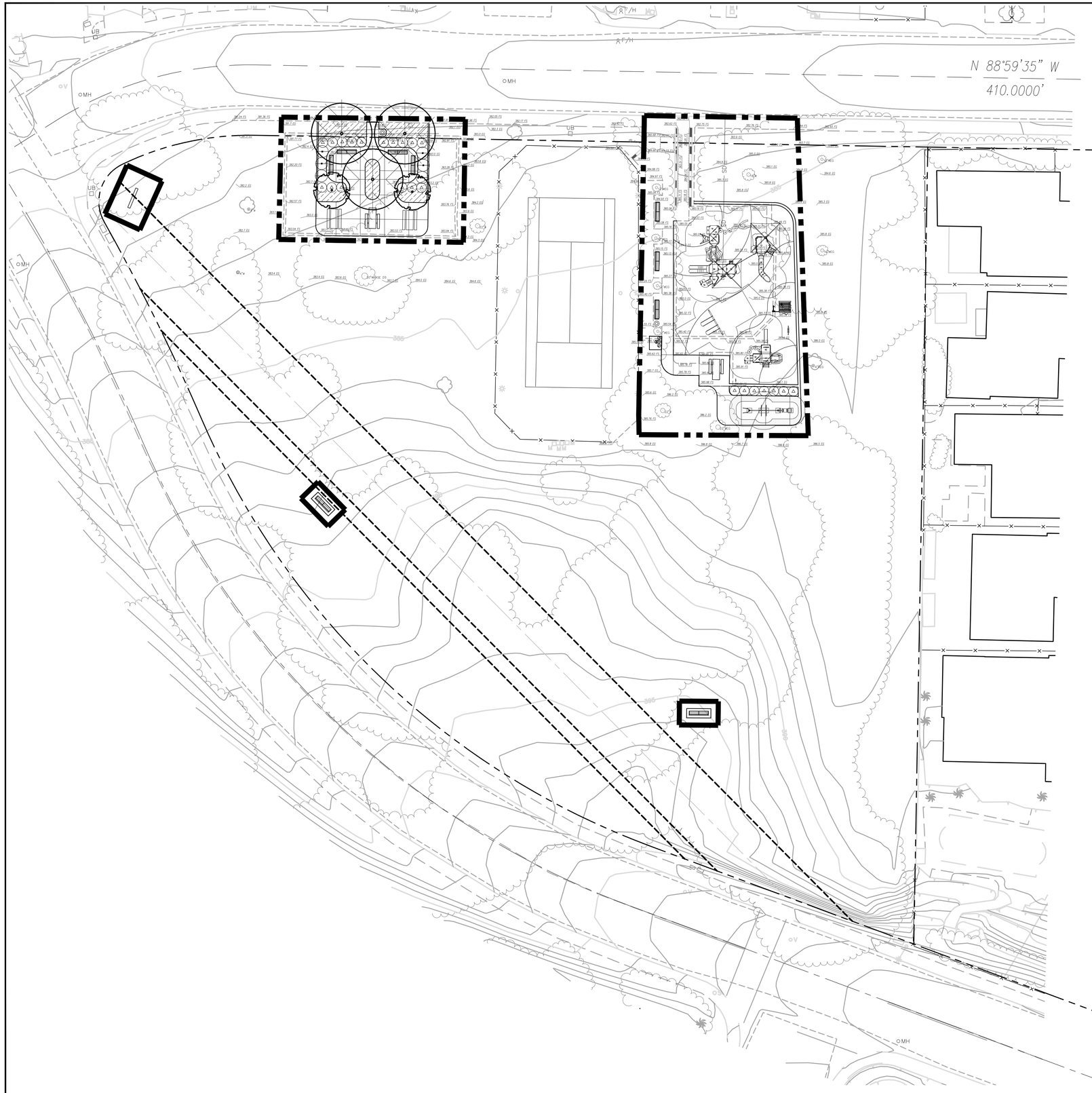
BASE BID PLANTING PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

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TREE LEGEND

	BOTANICAL NAME COMMON NAME	SIZE	WUCOLS	QTY.
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T-2	LAGERSTROEMIA INDICA 'NATCHEZ' CRAPE MYRTLE	24" BOX	LOW	3

SHRUB / GROUNDCOVER LEGEND

	BOTANICAL NAME COMMON NAME	SIZE/ SPACING	WUCOLS	QTY.
S-1	BUDDLEJA DAVIDII 'NANHO PURPLE' BUTTERFLY BUSH	1 GALLON	MODERATE	6
S-2	MISCANTHUS SINENSIS 'MORNING LIGHT' MORNING LIGHT MAIDEN GRASS	5 GALLON	MODERATE	23
GC-1	GREVILLEA LANIGERA 'COASTAL GEM' COASTAL GEM WOOLLY GREVILLEA	1 GALLON @ 48" O.C.	LOW	32

0' 10' 20' 40'

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CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2502
Signature
06/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

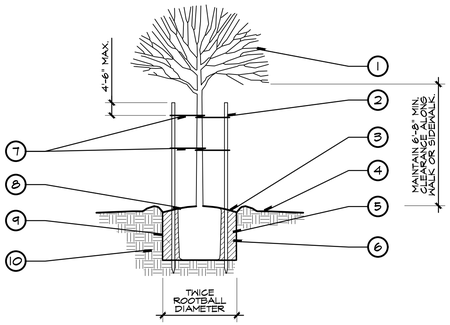
ADDITIVE BID PLANTING PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

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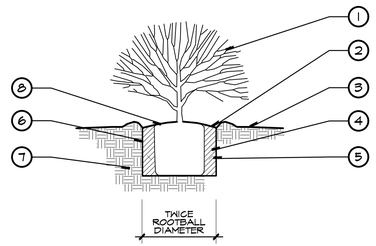
SECTION

(N.T.S.)

LEGEND:

1. TREE - CENTER IN PIT.
2. 34" DIAMETER TREE STAKES PER SPECIFICATIONS (2 PER TREE). USE (8FT) STAKES AT ALL 36" BOX TREES, TYP. KEEP CLEAR OF ROOTBALL. REMOVE TOP OF STAKE TO 4" BELOW LOWEST BRANCH. SET STAKES PERPENDICULAR TO PREVAILING WINDS.
3. 2" WATER BASIN.
4. FINISH GRADE.
5. AMMENDED BACKFILL - REFER TO SPECIFICATIONS.
6. PLANT TABLET - REFER TO SPECIFICATIONS FOR QUANTITY AND PLACEMENT.
7. TWO (2) VIT TWIST - BRACES PER TREE.
8. SET TOP OF ROOTBALL 2" ABOVE SURROUNDING GRADE AND SLOPE FOR DRAINAGE.
9. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
10. NATIVE UNDISTURBED SOIL.

1 TREE PLANTING



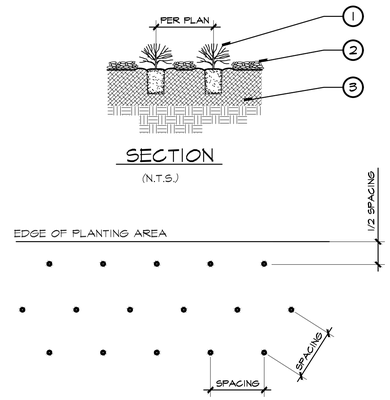
SECTION

(N.T.S.)

LEGEND:

1. SHRUB - CENTER IN PIT.
2. 2" DEEP WATERING BASIN.
3. FINISH GRADE.
4. AMMENDED BACKFILL - REFER TO SPECIFICATIONS.
5. PLANTING TABLETS - REFER TO SPECIFICATIONS FOR QUANTITY AND PLACEMENT.
6. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
7. NATIVE UNDISTURBED SOIL.
8. SET TOP OF ROOTBALL 2" ABOVE SURROUNDING GRADE AND SLOPE FOR DRAINAGE.

2 SHRUB PLANTING



LEGEND:

1. GROUNDCOVER FROM FLAT, CUTTING, LINER, OR PLANTING CONTAINER.
2. 3" LAYER OF MULCH (DEPTH PER SPECIFICATIONS).
3. PLANTING BED PER SPECIFICATIONS.

NOTES

A. PLANTING AREA TO RECEIVE FLATS, CUTTINGS, LINERS AND PLUGGS SHALL BE MULCHED **BEFORE** PLANTING OPERATION.

B. PLANTING AREA TO RECEIVE CONTAINER PLANTS SHALL BE MULCHED **AFTER** PLANTING OPERATION.

3 GROUNDCOVER / SHRUB SPACING

PLANTING NOTES

A. ALL TREES SHALL HAVE MATCHING FORM.

B. ALL LANDSCAPED AREAS TO RECEIVE AUTOMATED IRRIGATION.

C. REFER TO PLANTING SPECIFICATIONS FOR SOIL PREPARATION, FERTILIZATION, MULCHING, AND OTHER ADDITIONAL PLANTING INFORMATION.

D. ALL PLANT MATERIAL SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE PRIOR TO INSTALLATION.

E. FINAL LOCATION OF ALL PLANT MATERIALS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY INSPECTOR.

F. CONTRACTOR SHALL NOTIFY CITY'S REPRESENTATIVE 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.

G. SEE DETAILS AND SPECIFICATIONS FOR STAKING METHOD, PLANT PIT DIMENSIONS AND BACKFILL REQUIREMENTS.

H. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR TO CONTACT CITY'S REPRESENTATIVE FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO CITY'S REPRESENTATIVE WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.

I. CONTRACTOR SHALL SUBMIT FOR APPROVAL PHOTOS OF ALL PLANT MATERIAL. PHOTOS SHOULD INCLUDE A PERSON FOR SCALE PURPOSES. ALL BOX TREES SHALL BE OF QUALITY AS DETERMINED BY THE CITY'S REPRESENTATIVE. MATERIAL FOUND UNSUITABLE FOR THE DESIGN OR SPECIFICATION INTENT WILL BE REJECTED.

J. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANT MATERIALS FREE OF PESTS OR PLANT DISEASES. PRE-SELECTED OR 'TAGGED' MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANTY ALL PLANT MATERIALS PER THE SPECIFICATIONS.

K. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPELINES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES. CONTRACTOR SHOULD CALL UNDERGROUND SERVICE ALERT (2) FULL WORKING DAYS BEFORE COMMENCING ANY DIGGING. PHONE 811 FOR U.S.A.

PLANTING NOTES (CONT.)

L. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF CITY'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

M. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.

N. PLANT MATERIAL QUANTITIES ARE GIVEN FOR CONVENIENCE ONLY. PLANT SYMBOLS AND SPECIFIED SPACING SHALL TAKE PRECEDENCE. CONTRACTOR SHALL VERIFY PLANT MATERIAL QUANTITIES PER PLAN.

O. CONTRACTOR TO ASSURE POSITIVE DRAINAGE IN ALL PLANTING AREAS - 2% MINIMUM ALLOWED.

P. AFTER ROUGH GRADES HAVE BEEN ESTABLISHED IN PLANTING AREAS, CONTRACTOR SHALL HAVE SOIL SAMPLES TAKEN AT THE LOCATIONS INDICATED BY DESIGNATION (2 TOTAL). THESE SAMPLES SHALL BE TESTED BY SOIL AND PLANT LAB, OR APPROVED EQUAL (714)558-8333 FOR SOIL FERTILITY, AGRICULTURAL SUITABILITY TEST AND SOIL PREPARATION RECOMMENDATIONS. TWO SAMPLES SHALL BE TAKEN AT EACH LOCATION: (1) GROUND LEVEL TO 10" DEEP, (2) 24" TO 36" DEEP. EACH SAMPLE SHALL CONTAIN APPROXIMATELY 1 QUART OF SOIL AND BE LABELED PER LOCATION AND DEPTH. SUBMIT SOIL REPORT TO CITY'S REPRESENTATIVE PRIOR TO PLANTING.

Q. GROUND COVERS AND SHRUBS SHALL BE TRIANGULARLY SPACED, UNLESS OTHERWISE INDICATED.

R. ALL SOIL FOR LANDSCAPE PLANTING AREAS OR BERMS SHALL BE OBTAINED FROM ON-SITE EXCAVATIONS. SHOULD IMPORT SOIL BE NECESSARY, INDICATE SOURCE LOCATION. SOIL SHALL BE SANDY LOAM CONTAINING NO TOXIC CHEMICALS OR ELEMENTS WHICH MAY INHIBIT OR RETARD NORMAL PLANT GROWTH. SOIL TESTING RESULTS SHALL BE SUBMITTED AND APPROVED PRIOR TO SOIL IMPLEMENTATION.

S. ALL LANDSCAPED AREAS, EXCEPT TURF AREAS, SHALL BE MULCHED WITH A 3" DEEP LAYER OF MULCH PER SPECIFICATIONS, AT THE CONCLUSION OF PLANTING OPERATIONS.

PLANTING NOTES (CONT.)

T. AT EDGES OF PLANTING AREAS, THE CENTER LINE OF THE LAST ROW OF SHRUBS AND/OR GROUND COVER SHALL BE LOCATED NO FARTHER FROM OR CLOSER TO THE EDGE THAN ONE-HALF THE SPECIFIED ON-CENTER SPACING.

U. REMOVE ALL NURSERY STAKES IMMEDIATELY AFTER INSTALLATION.

V. ROOT BARRIER NOTE: ALL TREES PLANTED WITHIN 8' OF ANY HARDSCAPE ELEMENT (SIDEWALKS, WALLS, D.G., PAVERS, CURBS, ETC.) SHALL RECEIVE 24" DEEP ROOT BARRIER BY "**DEEPROOT CORP.**". (800) 458-7668. NUMBER OF PANELS PER TREE PER MANUFACTURER'S RECOMMENDATION. ROOT BARRIERS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.

UNDERGROUND SERVICE ALERT

CALL: 811

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[949] 493-2600 *phone*

CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
03/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

PLANTING DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

L-6.01

CITY OF LAGUNA HILLS
CALIFORNIA

PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR
SAN REMO PARK REHABILITATION

PROJECT NO. CIP 241-D

PREPARED FOR

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

PREPARED BY

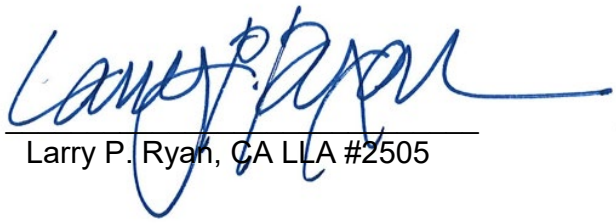
RJM DESIGN GROUP
21591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675

April 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
SAN REMO PARK REHABILITATION

Prepared Under the Supervision of:



Larry P. Ryan, CA LLA #2505

4/3/2026
Date

Approved By:

Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2026

Date

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF

SAN REMO PARK REHABILITATION

NOTICE IS HEREBY GIVEN that sealed bids for the **San Remo Park Rehabilitation** ("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 **2:30 p.m. on Thursday, June 2, 2026**, at which time they will be publicly opened and read aloud.

PRE-BID MEETING: A pre-bid meeting will be held at the Project site on **Wednesday, May 20, 2026.**

The pre-bid meeting will be held at San Remo Park **at 10:30 a.m. on Wednesday, May 20, 2026. *Site Address: Taranto Drive and San Remo Drive, Laguna Hills, California 92653.*** The meeting is **not mandatory** but attendance is highly encouraged.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including play equipment and safety surfacing installation, site furnishing replacement and installation, park monument sign installation, concrete flatwork installation, landscape and irrigation installation 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, Traffic Control Plan, 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 Joe Ames at JAmes@lagunahillsca.gov.

Dated this 28th day of May 2026.

City of Laguna Hills, California

BY _____
KAREN HAMMAN, INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR

SAN REMO PARK REHABILITATION

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, SAN REMO PARK REHABILITATION PROJECT- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within 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). Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

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

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14. PREVAILING WAGE RATES

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

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

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

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

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

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

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section

12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

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18. SUBSTITUTION OF SECURITIES

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

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

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

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

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency’s written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS

PROPOSAL
FOR

SAN REMO PARK REHABILITATION

TO **CITY OF LAGUNA HILLS**, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____ DATE:_____, 20__

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

_____

_____ _____
(Signature)

PHONE: (___)_____ TITLE:_____

Subscribed and sworn to before me BY: _____
this _____ day of_____, 20___ (Print Name)

_____ _____
(Signature of Notary Public) (Signature)

(Attach Jurat) TITLE: _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name:_____

Business Address:_____

Email:_____ Telephone:( )_____

State Contractor's License No. and Class:_____

Original Date Issued:_____ Expiration Date:_____

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

_____

_____

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

_____

_____

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

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

TITLE: _____

(SEAL)

BIDDER'S NAME:_____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME:_____

REFERENCES

The 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:_____
Address:_____
Phone No.:_____ Contact:_____
Description of Work:_____

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

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

DESIGNATION OF SURETIES

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

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

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

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

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

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number:_____

DIR Registration No.:_____

Name of Individual Contractor (Print or type):

_____

Signature of Owner(s):_____ _____

Business Address:_____

or

Name of Company:_____

Business Address:_____

Officers:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

or

Name of Corporation: _____

Business Address:_____

Corporation organized under the laws of the State of:

_____ _____

Name of President of Corp./ Company Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____ _____

(Signature of Notary Public) (Signature)

TITLE: _____

(SEAL)

Bond Amount $_____
Bond Number_____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS,_____ (the "Principal") has submitted a
(NAME OF BIDDER)
bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

_____(the "Work"), as specifically set
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
forth in documents entitled_____,
(TITLE OF BID PACKAGE)
Dated:_____, 20____(the "Specifications").

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Bond Amount $_____
Bond Number_____

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

BIDDER'S NAME:_____

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_____[date], at _____[city], _____ [state]."

Signed:_____

_____
Title

Subscribed and sworn to before me
this_____ day of_____, 20___.

_____
Signature of Notary Public

(SEAL)

CITY OF LAGUNA HILLS

PROPOSAL BASE BID SHEETS
FOR

SAN REMO PARK REHABILITATION

PROJECT START-UP
BID ITEMS 1-2:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Mobilization (2% of Base Bid)	1	LS		
2	Temporary Construction CL Fence	829	LF		

SUBTOTAL IN FIGURES:
(PROJECT START-UP) $_____

MONUMENT SIGN REPLACEMENT
BID ITEMS 3-4:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
3	Demolition and Removal of Existing Park Monument Sign	1	LS		
4	Park Monument Signage	1	LS		

SUBTOTAL IN FIGURES:
(MONUMENT SIGN REPLACEMENT) $_____

PLAYGROUND AREA
BID ITEMS 5-16:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
5	Demolition and Removal of Sand	488	SF		
6	Demolition and Removal of Resilient Surfacing	1,535	SF		
7	Demolition and Removal of Existing Concrete Header	125	SF		
8	Demolition and Removal of Existing Picnic Tables	1	EA		
9	Demolition and Removal of Existing Waste Receptacles	1	EA		
10	Resilient Rubberized Surfacing at Play Area	2,023	SF		
11	Play Curb Header for Resilient Surfacing	125	LF		
12	Playground Equipment	1	LS		
13	Playground Equipment Installation	1	LS		
14	Concrete Picnic Tables	1	EA		
15	Benches	3	EA		
16	Waste Receptacles	1	EA		

SUBTOTAL IN FIGURES:

(PLAYGROUND AREA) $_____

PICNIC/SEATING AREA
BID ITEMS 17-36:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
17	Clear and Grub of Turf Areas, Pulverize Turf	220	SF		
18	Remove Existing Irrigation Lateral, Heads, Valves, Cap Existing Mainline	220	SF		
19	Demolition and Removal of Sand	2,831	SF		
20	Demolition and Removal of Existing Concrete Header	227	SF		
21	Demolition and Removal of Existing Volleyball Court Net	1	LS		
22	Natural Gray Concrete Paving	1,306	SF		
23	6" Concrete Mow Curb	66	LF		
24	Concrete Picnic Tables	3	EA		
25	Benches	4	EA		
26	Waste Receptacles	1	EA		
27	Shrub Irrigation (Bubbler/Rotary)	800	SF		
28	Tree Irrigation (Bubbler)	5	EA		
29	Irrigation System Adjustments	1	LS		
30	Soil Preparation	1,895	SF		
31	24" Box Trees	5	EA		
32	1 Gal. Container Planting	38	EA		
33	5 Gal. Container Planting	16	EA		
34	Install Turf Sod	1,095	SF		
35	3" Mulch Layer in Landscape Areas	8	CY		
36	90-Day Maintenance	1,895	SF		

SUBTOTAL IN FIGURES:
(PICNIC/SEATING AREA) $_____

TOTAL BASE BID FOR SAN REMO PARK IN FIGURES
(PROJECT START-UP + DEMOLITION/REMOVAL + ARCHITECTURAL + HARDSCAPE + SITE FURNISHINGS):

$ _____

TOTAL BID IN WORDS FOR SAN REMO PARK
(PROJECT START-UP + DEMOLITION/REMOVAL + ARCHITECTURAL + HARDSCAPE + SITE FURNISHINGS):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF THE BASE BID ONLY.

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.

PROPOSAL ADDITIVE BID SHEETS
FOR

SAN REMO PARK REHABILITATION

PLAYGROUND AREA
ADDITIVE BID ITEMS 1-16:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-1	Clear and Grub of Turf Areas, Pulverize Turf	1,852	SF		
AB-2	Remove Existing Irrigation Lateral, Heads, Valves, Cap Existing Mainline	1,852	SF		
AB-3	Demolition and Removal of Existing Concrete	103	SF		
AB-4	Drinking Fountain	1	EA		
AB-5	Water Line (1" PVC Sch. 80)	111	LF		
AB-6	Sump	1	LS		
AB-7	Natural Gray Concrete Paving	472	SF		
AB-8	Resilient Rubberized Surfacing at Play Area	3,400	SF		
AB-9	Play Curb Header for Resilient Surfacing	148	LF		
AB-10	Additive Bid Playground Equipment	1	LS		
AB-11	Additive Bid Playground Equipment Installation	1	LS		
AB-12	Exercise Equipment	1	LS		
AB-13	Shrub Irrigation (Bubbler/Rotary)	106	SF		
AB-14	5 Gal. Container Planting	7	EA		
AB-15	3" Mulch Layer in Landscape Areas	1	CY		
AB-16	90-Day Maintenance	106	SF		

SUBTOTAL IN FIGURES:
(PLAYGROUND AREA) $_____

ADDITIONAL BENCHES
ADDITIVE BID ITEMS 1-2:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-1	Natural Gray Concrete Paving	76	SF		
AB-2	Benches	2	EA		

SUBTOTAL IN FIGURES:
(ADDITIONAL BENCHES) $_____

TOTAL ADDITIVE BID IN FIGURES (PROJECT START-UP + DEMOLITION/REMOVAL + ARCHITECTURAL + HARDSCAPE + SITE FURNISHINGS):

$ _____

TOTAL ADDITIVE BID IN WORDS (PROJECT START-UP + DEMOLITION/REMOVAL + ARCHITECTURAL + HARDSCAPE + SITE FURNISHINGS):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF THE BASE BID ONLY.

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 BASE & ADDITIVE BID SHEETS
FOR

SAN REMO PARK REHABILITATION PROJECT

PROPOSAL

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

BIDDER_____

_____

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

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:_____

BIDDER'S NAME:___

BIDDER'S CERTIFICATION FOR

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

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR SAN REMO PARK REHABILITATION PROJECT AND IN THE SPECIAL PROVISIONS FOR SAN REMO PARK REHABILITATION PROJECT and accepts all conditions and requirements contained therein.

_____
Bidder

_____ _____
By Date

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

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT
FOR

SAN REMO PARK REHABILITATION PROJECT

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. 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 Dollars ($0.00), 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:

_____
DON CASKEY, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK
CITY OF LAGUNA HILLS

_____
COLIN BURNS, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

_____
(CORPORATION (NAME - TYPE))

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

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

Bond Amount $_____
Bond Number_____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on_____, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No._____,

for the_____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)

specified in the Contract , to_____, a
(NAME OF CONTRACTOR)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the

Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____ (DATE OF AWARD), the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No._____, for the _____ (NAME OF PROJECT AND/OR DESCRIPTION OF WORK), as specified in the Contract , to _____ (NAME OF CONTRACTOR), a _____ (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC) hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incporated thereinby 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 _____ (NAME OF SURETY) (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and _____/100 DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

By: _____
(PRINT)

_____
(SIGNATURE)

_____
Title

_____
Date

Section 3700 of the Labor Code reads as follows:

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

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

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

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS

GENERAL SPECIFICATIONS
FOR

SAN REMO PARK REHABILITATION PROJECT

SCOPE OF WORK

The work to be performed and completed by Contractor consists of play equipment and safety surfacing installation, site furnishing replacement and installation, park monument sign installation, concrete flatwork installation, landscape and irrigation installation and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at San Remo Park, 23612 San Remo Drive, Laguna Hills, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 60 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	Rory Harnsich	949/837-7050 Ext. 251
So Cal Gas Company	1919 South State College Anaheim, CA 92806	Fernando Rojo	213/231-8050
Gas Company Southern Region Transmission	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Angela Rivera	714/902-1781
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Julie Tsang	949/580-3450
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communications	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Erik Weigand	949/577-0005

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

SAN REMO PARK REHABILITATION PROJECT

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	SAN REMO PARK REHABILITATION

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
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- 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 initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

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

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

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

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

5-3 LABOR.

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

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

to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

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

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contactor 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 if five feet or more in depth and into which a person is required to descent.

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.

Blacking-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 maintaining 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 is completed within the alotted construction period.

[Add to this section]

- 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.
- 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 sixty (60) 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. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days. 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 $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. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. 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 Best Management Practices 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 TRAFFIC CONTROL PLAN (TCP).

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared and stamped/signed by a licensed civil or traffic engineer licensed in the State of California for City approval. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s)/lane closures to the City Engineer for approval prior to the commencement of work. **The traffic control plans shall be submitted to the City for review and approval within 10 working days after the date of the Notice of Award.**

10-5.1 Payment.

The Contract **LUMP SUM** price bid for the **Traffic Control** 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.

CITY OF LAGUNA HILLS
SPECIAL PROVISIONS
SAN REMO PARK REHABILITATION PROJECT

CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK MATERIALS

200-1.1 General [Add the following]:

Aggregate base material for all asphaltic concrete and concrete paving shall be crushed miscellaneous base (C.M.B.) or crushed aggregate base (C.A.B.). Majority of the base materials will be on-site as a result of crushing the existing asphalt and concrete during the demolition process.

200-1.4 Coarse Aggregate for Portland Cement Concrete

1. Non-Slip Aggregate: Fused aluminum oxide grits or crushed emery, factory graded, packaged rust proof.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. The following paragraph shall be added following paragraph 4:

The cement utilized shall be Type V. No substitution of materials shall be permitted. The Contractor shall furnish the City's Representative with a copy of the mix design to be used and with a legible certified weight-master's certificate for each load of P.C.C. delivered to the project. Portland Cement Concrete delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Concrete specified by class: The class of concrete shall be 560-C-3250 with a maximum slump of four inches (4") for all concrete flatwork, walls, footings, foundations, sidewalks, access ramps, curbs and gutters, and cross gutters, mow curbs, columns, thrust blocks, terraced concrete seating, monument signs, etc.

201-1.1.4 Test for Portland Cement Concrete [Add the following]:

1. All material shall comply with the latest editions of the American Concrete Institute (ACI) and California Building Code. Testing of Portland cement concrete shall apply to all site concrete including but not limited to: concrete paving, walls, footing, etc.
2. Product Data:
    a) Submit complete materials list of items proposed for the work. Identify material source.
    b) Submit admixture, curing compound, retarder, and accessory item product data.

c) Submit material certificates for aggregates, reinforcing, and join fillers.

3. Submit concrete delivery tickets to Quality Control Manager. Show the following:

   a) Batch number

   b) Mix by class or sack content with maximum size aggregate

   c) Admixture

   d) Air content

   e) Slump

   f) Time of loading

4. Submit concrete test reports.

5. City will provide field quality control testing and inspection during concrete operations.

6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

7. Strength Verification

   Contractor should present mix design to City Inspector for approval prior to pour. Contractor shall provide copies of concrete tickets verifying the strength requirements for every truck load of concrete (see also item 3 above).

201-1.1.5 Concrete Installer [Add the following]:

Contractor shall provide evidence to indicate successful experience in concrete placement and finishing work similar to that specified herein and who can demonstrate such successful experience through past project documentation and references:

1. Experience Period: Minimum five (5) years' experience.

2 Demonstration of Experience: Ten (10) projects which have been completed within the past twenty-four (24) months utilizing similar products, scope, and complexity.

3. Supervision: Placement and finishing of concrete work shall be performed under the supervision of a person having a minimum of five (5) years' experience in the placement and finishing of products specified herein.

4. Previous projects shall be located in Los Angeles, Orange, Riverside, or San Bernardino Counties. **A listing of projects and addresses shall be provided with the bid and shall be reviewed and approved by the City prior to the notice to proceed.** Installer qualifications shall be submitted to construction manager with copies to the Architect for information purposes. Three (3) copies of previous experience shall be provided.

201-1.2 Materials

201-1.2.1 Portland Cement [Add the following]:

1. Lime: ASTM C207, Type S, containing 85% by weight of calcium oxide.
2. Lime Putty: Make from hydrated lime conforming to ASTM C207, pulverized to such fineness that 100% will pass a 50 mesh sieve. Mix lime in water, run through screen into box and age 48 hours.
3. Cement shall be Type V Portland Cement

201-1.4 Mixing

201-1.4.3 Transit Mixer [Add the following]:

Mixes

a. Provide ASTM C94 ready-mixed concrete. Batch mixing at site not acceptable.

   1. Strength: 3,250 psi minimum at 28 days for all concrete flatwork, curbs, seating, ramps, plaza area, etc.

   2. Slump Range: 2" to 4" maximum

b. Coarse aggregate shall consist of 3/4" aggregate - 3/8" aggregate for pump mix.

c. Provide an approved water-reducing admixture in all concrete.

d. Indicate water added to mix at job site on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

201-2 STEEL REINFORCEMENT FOR CONCRETE

201-2.2 Reinforcing Steel. [Add the following paragraph immediately after the first paragraph]:

#4 reinforcing steel shall be 40 grade
#5 reinforcing steel shall be 60 grade

201-3 CONCRETE JOINT FILLER

201-3.1 Expansion Joint Filler and Joint Sealants

201-3.2 Premolded Joint Filler [Add the following]:

Expansion joint material shall be Deck-O-Foam by W.R. Meadows Corporation or approved equal – 1/4″ in dimension. Install per manufacturers specifications (909) 469-2606.

201-4 CONCRETE CURING MATERIALS

Curing compound shall be ASTM 309 or better. Concrete cure and seal shall be “clear” by Davis Colors, or approved equal.

SECTION 207 – GRAVITY PIPE

207-17 PVC PLASTIC PIPE

207.17.1 General

A. PVC PLASTIC PIPE

1. PVC plastic pipe (SDR-35) shall conform to the requirements of Section 207-17 of the Standard Specifications. Pipe class to be referenced in table 207-17.1.

   PVC plastic pipe shall be constructed to the lines and grads shown on the plans for designated sizes and shall comply with the construction methods set forth in Section 306of the Standard Specifications.

2. PVC plastic pipe shall be measured and paid for at the contract unit bid price per linear foot for each designated size in accordance with Sections 306of the Standard Specifications and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reinforced PVC plastic pipe, complete in place, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

B. TRENCHES FOR PRIVATE WATER AND SEWER

1. This section covers trenching for water and sewer pipes and trenching for any other utility (i.e. drainage pipe) not covered by another Section of the specifications.

   Contractor shall locate all known utilities prior to trenching for new pipelines. The Contractor at the Contractor’s expense shall repair any damage to existing or new electrical, telephone or communication, gas, sewer, water, and storm drain, and irrigation facilities.

2. Trench Safety: Before beginning excavation for a trench five feet or more in depth, the Contractor shall submit to and shall receive the acceptance (approval) of the Engineer of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. Such plan shall be submitted at least five days before the Contractor intends to begin work on the trench. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. Nothing herein shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Constriction Safety Orders of the Division of Industrial Safety. No excavation shall start until the Engineer has accepted the Contractor’s shoring plans and Contractor has obtained a permit from State Division of Industrial Safety and given a copy of the permit to engineer.

   The Contractor shall provide and install adequate sheeting, shoring, and bracing, or equivalent method for the protection of life or limb, which shall conform to the applicable safety orders, when applicable. Nothing in these specifications shall be construed as imposing tort liability on the Owner or any of its employees.

C. TRENCH BACKFILL

1. Imported Trench Backfill

   Imported trench backfill shall be required when native trench material has a moisture content greater than 4% above the optimum moisture content as measured in accordance with ASTM 1557, or does not meet the gradation requirements for imported trench backfill given below.

   Imported trench backfill shall include material one foot above the pipe up to the existing pavement structural section.

   All imported trench backfill material shall be a quarry waste or similar material with 100% passing a 3” screen, no more than 15% passing a #200 sieve and a sand equivalent of 20 minimum using California Test Method No. 217.

D. SANITARY SEPARATION

1. Sanitary separation shall be maintained as required in the Owner and/or State Standard details. The Engineer shall be notified immediately upon discovery of conflicting sewer laterals. A field determination will then be made by the Engineer as to which method of sanitary separation shall be used.

SECTION 211 - SOILS AND AGGREGATE TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density [Replace with the following]:

Proposed off-site fill material, if required, 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 City Soils Engineer’s inspection and approval. Testing for off-site fill material shall be at the contractors expense and should include:

1) expansion index
2) soil corrosivity testing and any other test deemed necessary by the City’s Soil Engineer.

211-1.2 Field Density [Add the following]:

Field density tests will be made by the City’s Soils Engineer during the course of construction at the expense of the City. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained.

Retest of areas which have failed compaction will be performed by the City’s Soils Engineer at the Contractor’s expense.

CONSTRUCTION METHODS

SECTION 300- EARTHWORK

SECTION 300.1 Clearing and Grubbing. [Add the following prior to the first paragraph]:

300-1.1 GENERAL:

Site Grading

1. Perform grading within contract limits, including adjacent transition areas to new elevations, levels, profiles, and contours indicated. Provide subgrade surfaces parallel to finished surface grades. Provide uniform levels and slopes between new elevations and existing grades.

2. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes and as follows:

    a. The subgrade at any point shall not vary more than 0.05 foot above or below the grade established by the Improvement Plans if the structural section indicates placing surfacing on native material.

    b. The subgrade at any point shall not vary more than 0.05 feet above the grade established by the Improvement Plans if the structural section indicates placing an aggregate base or sub-base material on native materials.

    c. Rough Grading: Plus or minus 0.10 ft. subgrade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.

    d. Provide subgrade surface free of exposed boulders or stones as noted in the specifications.

    e. Paved Areas: Shape surface of subgrade areas to line, grade, and cross-section indicated. Provide compacted subgrade suitable-to receive paving base materials, per Standard Specifications. Subgrade tolerance plus 0, minus 1/2".

    f. Granular Base: Grade subgrade surface smooth and even, free of voids, to the required subgrade elevation. Provide compacted subgrade suitable to receive granular base materials per Standard Specifications. Tolerance 1/2" in 10'.

3. Uniformly distribute and spread soil. Use loose, dry weed-free topsoil. Do not use muddy topsoil. Place during dry weather.

4. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of subgrades.

5. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 1" or larger in any dimension and all debris. Provide surfaces suitable for soil preparation provided under lawn and planting work. Contractor shall be responsible for ‘rock picking’ and removal of all rocks, stones, and boulders one (1) inch in diameter

and greater in all areas not requiring concrete paving. Removal of rocks from site shall be in compliance with state and local codes.

300-1.2 Preservation of Property [Add the following]:

Consult the records and drawings of adjacent work and of existing services and utilities which may affect site work operations.

300-1.3.2 Requirement [Add the following]:

Miscellaneous:

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. Maintain dust control at all times by watering; including developing water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.

2. Provide for traffic control and all signs, barricades and all other appurtenant items necessary to maintain proper control, per approved Traffic Control Plans (as provided by contractor)

3. Protection and maintenance of utilities, trees. fences, walls, and other facilities within the construction zone, except those specifically directed by the City Representative to be removed or relocated.

4. Other items of work as directed in these Special Provisions.

300-1.4 Payment [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall include full compensation for traffic control, signs, barricades, and flashers and shall be paid for at the lump sum contract price in the proposal bid form and no additional compensation will be allowed.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in clearing and grubbing as specified.

300-1.5 Solid Waste Diversion

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 to provide appropriate confirmation documentation from the recycling facility.

All waste is to be transported and disposed of in accordance with all local, state and federal laws and regulations. Removal and disposal of material shall be done by City approved Licensed and

Franchised Commercial Solid Waste Haulers. This will require the disposal of all materials in accordance with the City's Construction & Demolition Ordinance, Sections 1082 and 886, which requires the recycling of all C&D materials. The Contractor shall fill out a C&D waste diversion plan meeting the requirements of the C&D Ordinance prior to the start of work, and shall provide proof of recycling at the end of the job. Failure to recycle all eligible C&D material will result in the deduction of $2,500.00 from the final payment to the Contractor.

300-2 UNCLASSIFIED EXCAVATION

300-2.6 Surplus Material [Add the following]:

All surplus material including asphalt, concrete, etc. shall be disposed of in a legal manner, at the expense of the Contractor.

300-3 STRUCTURE EXCAVATION AND BACKFILL

300-3.1 General [Add the following to the first paragraph]:
Footings shall bear on approved undisturbed bearing soil.

300-3.4 Inspection [Add the following after the first paragraph]:

1. Contractor shall provide adequate notice, cooperate with, provide access to their work, obtain samples, and assist testing agency and their representatives in execution of their function.

2. Fill Materials: Contractor shall provide testing of proposed import materials to verify suitability for use, gradation of material, moisture-density relation by ASTM D1557 and percent of organic materials.

3. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, provide additional compaction until specified density is achieved or remove and replace defective materials with new materials as directed by the City Representative. Cost of additional labor, materials, and testing to attain specified density shall be at Contractor's expense.

4. Do not cover or enclose work of this section before obtaining required inspections, tests, approvals, and location recording.

5. Submit reports for testing and inspection of the following, as directed by the City Representative.

    a. Subgrade surfaces
    b. Footing subgrade

300-3.5 Structure Backfill [Add the following]:

1. All fill material is subject to testing and inspection.

2. Obtain inspection and approval of subgrade surfaces from the City's Soils Engineer prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable subgrade materials with an approved compacted fill material. Take corrective measures before placing fill materials.

3. Soil stabilization: When exposed subgrade surfaces become spongy during construction operations and soil stabilization is required, stabilize subgrade materials, as directed by the City Representative.

4. Spread approved fill material per Soils Fertility and Agricultural Suitability Report (as provided by Contractor, per Section 212)

8. Compaction:

   a. Compact subgrade and fill material of all areas shall be as noted on project soils report. See appendix.

   b. Water settling, puddling, and jetting of fill and backfill materials as a compaction method are not acceptable.

   c. Maintain moisture content of materials, during compaction operations within required moisture range noted on project soils report. (see appendix) and to the satisfaction of the City's Soils Engineer to obtain indicated compaction density.

   d. Provide adequate equipment to achieve consistent and uniform compaction of fill and backfill materials.

SECTION 301- TREATED SOIL SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-2 UNTREATED BASE

301-2.1 General Crushed Aggregate Base (Cab)

A. Crushed Aggregate Base shall be placed to the lines and grades shown on the plans and in accordance with the methods of Section 301-2 of the Standard Specifications.

Prior to placement of Crushed Aggregate Base, the subgrade soils shall be processed to a minimum depth of 6-inches, moisture-conditioned, and re-compacted to a minimum depth of 90 percent relative compaction.

B. Payment

The contract price paid per ton for CRUSHED AGGREGATE BASE shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved to place CRUSHED AGGREGATE BASE, complete in place, including scarify six (6) inches, moisture condition, and prepare subgrade to a 90% compaction, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 302 - ASPHALT SURFACING

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.4 Concrete Finishes [Add the following]:

1. General. Unless otherwise specified in this Subsection, retardant finish, broom, and steel trowel finish concrete used in the hardscape areas shall be constructed of concrete prepared as prescribed in Subsection 201-1. Portland Cement Concrete Pavement shall be constructed in accordance with Section 302-6 “Portland Cement Concrete Pavement’” except as modified herein.

2. Job Sample. Contractor shall pour and finish a 6' x 6' square sample of each concrete finish and color using the specified materials and construction techniques. Each sample shall include final finish color as specified, sawcut joints, expansion joints, and shall meet with the City's approval prior to placing any production concrete. Production pours are not acceptable as field samples. Sample 6’ x 6’ concrete panels shall be prepared by Contractor for City’s review three weeks prior to scheduled production pours. Samples not meeting with City’s satisfaction shall be repoured and finished at no cost to City.

3. Subgrade Preparation: All soil material used as compacted fill or material processed in place or used to backfill trenches should be moistened, dried, or blended as necessary to achieve moisture conditioning as prescribed in project goals report as prepared by the soils engineer of record.

   In expansive soil areas, the subgrade under any sidewalks and flatwork shall be scarified to a depth of at least eight (8) inches and moisture shall be applied to maintain free water on the surface for at least 24 hours prior to placing concrete and the subgrade shall then be prepared without compactive effort.

302-6.8 Measurement and Payment. Payment for all concrete work will be made as part of the lump sum contract price and no additional compensation will be allowed.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.1 General [Add the following paragraphs]:

Concrete structures shall conform to the provisions of the Standard Specifications and herein.

Reinforcing steel shall be Grade 60 billet steel conforming to ASTM A615.

The surfaces of all concrete structures shall receive a smooth trowel finish, unless otherwise specified on plans.

The Contractor shall furnish all labor, tools and materials to construct reinforced Portland Cement Concrete structures and appurtenant work to grades and dimensions shown on the Plans or staked in the field. The Contractor shall submit method and sequencing for placement of P.C.C. for the City's Representative approval at least ten (10) working days prior to commencement of work.

Unless otherwise specified, transverse construction joints shall be placed in all reinforced sections at intervals of not less than ten (10) feet or more than fifty (50) feet. The joints shall be in the same plane for the entire structure and, for concrete thickness greater than 6-inches, shall be keyed as directed by the City’s Representative.

303-1.3 Forms [Add the following paragraphs]:

Forms shall be braced to withstand the pressures developed and shall be tight to prevent the loss of mortar. Formed wall surface shall be free of any unevenness greater than 1/4-inch when checked with a 10-foot straight edge.

Concrete in walls with side slopes flatter than 3/4:1 shall be placed on suitable material which has been overfilled, compacted, and trimmed to true grade. Backforms shall be used where the side slope is 3/4:1 or steeper.

A clear non-staining form release agent which will not discolor nor affect the surface texture of the concrete and does not react with any ingredients of the concrete shall be used. The cost of Furnishing and Placing Form Release agent shall be included in the cost of Portland Cement Concrete.

All form work for concrete construction (mow curbs, paving, concrete curbs, gutters, walls, etc) shall be reviewed and approved by Owner prior to pouring of concrete.

303-1.7 Placing Reinforcement.

303-1.7.1 General [Add the following paragraph]:

Aluminum and plastic supports for reinforcement shall not be used.

Bars shall be accurately spaced as shown on the Plans and spacing of first bar immediately adjacent to transverse construction joint shall be one-half the required spacing shown on the Plans. In no case shall the clear distance between parallel bars be less than 2-1/2 diameters of the bar, or a minimum of 2-inches. Unless otherwise shown on Plans, embedment of reinforcing steel (other than stirrups and spacers) shall be 1-1/2 inches clear depth for #8 bars or smaller, and shall be 2-inches clear for #9 bars and larger. Where placement of reinforcing steel requires alternate bars of different size embedment, requirements shall be governed by the larger bar. Stirrups and spacers shall be embedded not less than 1-inch clear depth.

Measurement of embedment shall be from the outside of the bar to the nearest concrete face. Tack welding or butt welding of reinforcing bars will not be permitted.

303-1.7.2 Splicing. [Add the following paragraph]:

Reinforcing bars may be continuous at locations where splices are shown on the plans, at the option of the Contractor. The location of splices, except where shown on the Plans, shall be determined by the Contractor, based upon using available commercial lengths where applicable.

Splices shall consist of placing the reinforcing bars in contact and wiring them together in such a manner as to maintain the alignment of the bars and to provide minimum clearances.

No lapped splices will be permitted at locations where the concrete section is not sufficient to provide a minimum clear distance of 2-inches between the splice and the nearest adjacent bar. The clearances to the surface of the concrete shall not be reduced. Length of lapped splices shall be as noted on drawings.

Splices of tensile reinforcement at points of maximum stress shall be avoided; however, any deviation from splices shown on the Plans shall be approved by the City's Representative.

303-1.8 Placing Concrete

Verify the location of all concrete flat work, lighting pole bases and planter concrete curbs with plan to be submitted by concrete contractor for review and approval by landscape architect prior to installation.

303-1.8.1 General [Add the following paragraph]:

Upon request, Contractor shall be provided with digital site plan prepared in an AutoCAD format for their use in providing the survey and staking of all proposed improvements. Contractor to provide on site digital survey crew to locate and stake all proposed improvements prior to construction. Contractor to submit request to City for digital AutoCAD file a minimum of 72 hours prior to scheduled survey staking.

The Contractor shall exercise caution in placement of concrete in walls and congested areas to ensure proper consolidation and that there are no voids, and protection of waterstops in position. Adequate provisions shall be made for visual inspection of concrete placement, consolidation and waterstop protection. Pouring of walls in lifts, use of smaller maximum aggregate sizes, or other methods as necessary may be proposed by the Contractor and will be permitted only after evaluation by the City Representative.

A representative of Southern California Geotechnical, Inc., the project geotechnical engineers, shall be notified a minimum of 72 hours in advance of the Musco Sports Lighting and ball containment netting foundation installation to inspect and verify that the soil design parameters are met. Concrete shall be placed immediately after completion of excavation and inspection by the geotechnical engineer. No excavations shall be left unprotected or open overnight.

303-1.9.2 Ordinary Surface Finish. [Add the following paragraph]:

Ordinary Surface Finish shall not apply to rock pockets which, in the opinion of the City Representative, are of such extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement. In such cases, the City Representative may declare the concrete defective and require the removal and replacement of the structure affected.

303-1.10 Curing. [Amend first paragraph with the following]:

Exposed concrete surfaces shall be sprayed with Type 2 curing compound at a uniform rate of one gallon per 150 square feet.

303-1.11 Payment [Replace paragraph one with the following]:

Portland Cement Concrete structures shall be included in the lump sum contract price and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work required to construct the structure in conformity with the plans and specifications.

Should the Contractor request and obtain permission to use admixtures for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed therefor.

Should the City Representative direct the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications, furnishing the admixtures and adding them to the concrete will be paid for as Extra Work a provided in Subsection 3-3, as amended by these Special Provisions.

303-4.1.4.1 Sealants and Waterproofing

1. Sealants

   All exposed plastered, masonry constructed walls shall receive “Allguard” Concrete Masonry Sealer as manufactured by Down Corning, or City approved equal. Application shall be one (1) gallon per 100 s.f. Provide 4′ x 4′ sample mock up of sealed material prior to production applications.

2. Waterproofing

   All retaining masonry walls and masonry planters are to receive a waterproofing membrane (Miradri 860) and a protective membrane (Miradri Protection Course 200V), or City approved equal. Application shall be manufacturer’s recommendations.

303-5 CONCRETE CURBS, CONCRETE PAVING, CONCRETE SEATING, WALKS, GUTTERS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements

303-5.1.1 General [Add the following paragraph]:

Concrete curbs, ramps, and walks shall conform to the Standard Specifications and supplied herein in conjunction with Construction Document Plans and Details.

303-5.2 Forms

303-5.2.1 Standard Form [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.

2. Install, align and level forms, stake, and brace forms in place. Maintain following grade and alignment tolerances except where accessibility concerns would bring non-compliance if tolerances were allowed.

   a. Top of Form: Maximum 1/8” in 10’0”.

   b. Vertical Face: Maximum 1/8” in 10’0”.

3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

4. The Contractor shall notify City a minimum of 36 hours in advance of scheduled form board review. All form work for hardscape construction (mow curbs, concrete paving, curbs, gutters, walls, etc.) shall be reviewed and approved by City Representative prior to pouring of concrete.

303-5.3 Placing Concrete. ADD the following:

The top and face of the finished concrete surfaces shall be true and straight, of uniform width and free of humps, sags, or other irregularities. The finished concrete surface shall not vary more than 0.02' (6 mm) from a 10' (3 meter) straight edge, except at grade changes or curves. No freestanding water will be permitted on slope over 1%. No freestanding water deeper than 1/16" (1.5 mm) will be permitted on slopes of less than 1%.

Concrete placed immediately before rain shall be protected to prevent rainwater from coming in contact with it. Sufficient protective covering shall be kept on hand at all times for this purpose.

303-5.4 Joints

303-5.4.1 General [Add to the first paragraph]:

1. Provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks, and other fixed objects.

    a. Locate expansion joints as indicated. When not indicated, provide joints at maximum 24'-0" on center for curbs and walks. Align expansion joints in abutting curbs and walks. Expansion joint material shall be as noted on drawings and shall extend to full depth of concrete section.

    b. Install joint fillers full-width and depth of joint. Recess top edge below finish to receive sealants as indicated on construction details.

    c. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.

    d. Where intersecting joints occur join top edge and continue any spliced joints without deviation of form line or direction.

    e. Protect the top edge of the joint filler during concrete placement.

    f. Control joints shall be provided to a depth equal to 1/3 the thickness of the concrete pour.

303-5.9 Measurement and Payment [Add the following to this section]:

Payment for concrete work will be made as part of the contract lump sum price and no additional compensation will be allowed.

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS

306-1.1.1 General [Delete the first paragraph and substitute the following]:

For the purpose of shoring or bracing, a trench is defined as an excavation in which the depth is greater than five feet.

[Delete the last sentence of the third paragraph and substitute the following]:

Removal of ground water shall be performed to a level sufficiently below the structure subgrade to ensure a firm and stable subgrade for the construction of structures. All costs for such dewatering shall be included in the prices bid for the various items of work except as may be otherwise specified in the General Specifications.

306-1.1.6 Bracing Excavations. [Add the following]:

Trench safety and shoring of excavations shall comply with the requirements of the General Specifications. The Contractor shall be required to supply a copy of any permit required by the Division of Industrial Safety at the time of the pre-construction meeting.

The cost of furnishing and installing bracing or other provisions required for worker protection shall be borne by the Contractor. All material used for protection shall be removed from the project unless it has been approved to remain in place by the City Representative.

[Add the following Subsection]:

306-1.1.7 Dewatering

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 eight (8) hours. Water shall not be allowed to rise unequally against a wall 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 paragraph. Dewatering shall be accomplished by well points or some other method which will ensure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Representative.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act -1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Payment for removal of water shall be included in the items of work which require the dewatering, and no additional compensation will be allowed therefore.

306-1.3.4 Compaction Requirements. [Replace with the following]:

All trench backfill shall be densified to 90% minimum relative compaction. Jetting will not be permitted unless specifically approved in advance by the City Representative.

306-1.5.2 Permanent Resurfacing [Add the following]:

All testing of underground installation at any given point shall be completed before the surface course is placed at that point.

306-1.6 Measurement and Payment

Underground conduit construction shall be included in the lump sum contract price to include full compensation for furnishing and installing the pipe, including all trenching, bedding, backfill, temporary surfacing, handling and appurtenances, and utility protection, and no additional compensation will be allowed.

308-2 306-2 DELIVERY, STORAGE, HANDLING, AND PROTECTION OF PIPELINE MATERIALS, FITTINGS, VALVES, AND APPURTENANCES

306-2.7 Shutdowns of Existing Pipelines

306-2.7.3 Temporary Bypasses

The Contractor will be responsible for the installation of a temporary by-pass system as described in these special provisions and the plans.

The Contractor can commence installation of new mains once the temporary by-pass system is in place and has passed a disinfection test. The Contractor shall have the by-pass line inspected by Owner personnel prior to commencing the project.

If at any time, the temporary by-pass water system is damaged, it will be the Contractor's responsibility to repair and replace any damaged or destroyed section to the satisfaction of the Owner.

The Contractor shall adhere to the following special provisions when installing temporary by-pass systems:

1. Water service shall be maintained to all customers at all times except as necessary to install the temporary by-pass system. The Contractor's method of providing such continuous service shall be approved by the Owner prior to construction.

2. It is recommended that 2-inch steel by-pass lines shall be installed. All temporary piping crossing streets shall be buried and paved flush with the existing surface.

3. The Contractor shall make arrangements with the Owner's Utilities Division for disinfection, bacteriological testing and certification of the by-pass systems. The Contractor shall be responsible for disinfection and flushing the by-pass systems as well as pulling the bacteriological samples and running the incubations tests for coliform bacteria.

4. The Contractor will then remove meters and connect services to temporary by-pass systems. Upon acceptance by the Owner of new water mains, after the water services have been reinstalled by the Contractor, the Contractor will disconnect the temporary by-pass system at each service connection and reinstall meters.

The temporary water main by-pass system installed at any given time shall not exceed the water services between any single alley section (from local street intersection to local street intersection) unless approved in writing by the Owner in advance of the work, including specific limits of the proposed by-pass.

306-8 PREFABRICATED PRESSURE PIPE

306-8.9 Pipeline Pressure Testing, Disinfection, and Commissioning

The Contractor will be responsible for pressure testing, disinfection and flushing of the new water mains. The Contractor shall adhere to the following special provisions for pressure testing, disinfection and flushing of new water mains and services.

1. Water service shall be maintained to all customers at all times except as necessary to transfer service from the old main to the new main. The Contractor's method of providing such continuous service shall be approved by the Owner prior to construction.

2. Contractor shall pressure test new main lines including any services prior to disinfection.

3. The Contractor shall make arrangements with the Owner's Utilities Division for disinfection, bacteriological testing and certification of the new main and services. The Contractor shall be responsible for disinfection and flushing the main and services as well as pulling the bacteriological samples and running the incubation tests for coliform bacteria.

4. Upon successful completion of the pressure testing and disinfection, the Contractor shall thoroughly flush all mains and services prior to connection to customers. Flushing of services shall be done at the new angle stop and fittings shall be utilized such that the meter box is not flooded by the flushing operation

SECTION 308- LANDSCAPE AND IRRIGATION INSTALLATION

308-3 HEADER INSTALLATION

ADD 308-3.1 Mow Curb Installation

Concrete Mow Curbs shall be constructed where shown on the Plans and Specifications. All concrete work shall conform to the requirements of the Contract Documents and the Standard Specifications.

308-4 PLANTING

308-4.2 Protection and Storage ADD the following:

Sun sensitive plants, stolons, and stacked or pallet sod shall be stored in the shade or screened from the sun.

308-4.3 Layout and Plant Location ADD the following:

Quantities for shrubs and groundcovers shown on the legend are for estimate purposes only. Final quantities for plant materials installed shall be governed by the indicated plant spacing. Quantities for trees shall be verified in bid documents and discrepancies between the planting plans and the bid schedule shall be noted on bid schedule by Contractor at the time of bid submittal.

In the event that designated plant location is found in conflict with underground utility or structure during the planting operation an alternate location will be selected by the City. The Contractor shall be responsible to notify utility companies for the spotting of underground facilities prior to plant delivery and to make precautionary potholes where conflicts would be indicated on the plans or by field notations by utility representatives. The cost for utility notification and potholing shall be included in the other work items and no additional compensation will be allowed therefore.

Proposed tree locations, as indicated on plans shall be staked by contractor for review and approval by the City prior to digging of plant pits for planting. Stakes shall minimum of 6' in length and color coded to indicate variety of proposed tree planting at each of the staked locations. Review and approval of provided color-coded stake locations, with modifications/adjustments as necessary shall be provided by city prior to commencement of tree planting operations.

Container shrubs and groundcovers shall be placed on finish grade at locations indicated on planting plans for review and approval prior to planting. Contractor shall notify City 48 hours prior to scheduled review of containerized shrubs and groundcovers on grade.

308-4.5 Tree and Shrub Planting First sentence, DELETE in its entirety and SUBSTITUTE with the following:

a. The Contractor shall amend backfill as necessary per the soils test report at no additional cost to the City. (Refer to Sections 212 and 308-2.3.2). The following soil amendments and fertilizer guidelines shall be used for bid purposes only. Fill holes with backfill mixtures as specified below:

b. The planting pits for trees shall be excavated twice the diameter and the depth of the rootball.

c. The following material shall be thoroughly blended and used as a backfill mix in the surface 12" around trees and shrubs, and the backfill soil, 12" below finish grade should be amended if specified by the soil test report with only gypsum and / or iron sulfate. No mixing for individual planting holes will be permitted. Mix planting soil prior to backfilling and stockpile at the site. The iron sulfate should not contact cement surfaces since severe staining could occur.

    - 8 parts by volume screened on-site soil
    - 2 parts by volume Nitrogen Stabilized Organic Amendment
    - 1 ½ lbs. Iron Sulfate per cu. yd. of mix
    - 1 lb. 12-12-12 per cu. yd. of mix
    - 5 lb. gypsum per cu. yd. of mix

d. Place plants near respective pits. Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.

    - 1 tablet per 1-gallon container
    - 2 tablets per 5-gallon container
    - 3 tablets per 15-gallon container

e. Remove all plants from their containers and set in plant pits.

f. Fill to proper height with amended backfill to receive the plant and thoroughly tamp the mixture before setting the plant.

g. Set plant in upright position in the center of the hole and compact the backfill mixture around the ball or roots.

h. Thoroughly water each plant when the hole is one-half filled. After water has completely drained, place planting tablets per detail. The remainder of the hole shall then be backfilled.

i. After watering, tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the plant is at the finished grade of the surrounding area. Do not backfill around trunks or stems.

j. After backfilling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least six inches of water. Basins shall be the same size as the container size of each individual plant. The basins shall be constructed of amended backfill material.

k. Immediately after planting, apply water to each tree and shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

l. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, wet below the root system of trees, turf, and plants. Generally, water once each day for 7 days in cool seasons, for 14 days in hot weather. Berms around shrubs and trees in slopes shall be maintained for 60 days following tree planting and then removed.

m. Pruning - Pruning shall be limited to the minimum necessary to remove injured twigs and branches and to compensate for loss of roots during transplanting, but never to exceed one-third of the branching structure. Upon approval of the City Representative, pruning may be done before delivery of plants but not before plants have been inspected and approved by the City.

n. No trees shall be planted within 6 feet of paved surfaces, unless specifically indicated on plans. Those trees noted on plans to occur within 6’ of curbs and/or paving shall receive continuous root barriers per Section 212-1.5.5.

o. Upon completion of planting, Contractor to provide a digitized GPS Map indicating the site-specific location of all newly planted trees within the project area. Digital file shall numerically identify all trees with a legend including Botanical and common names. Upon request by the Contractor, the City shall provide AutoCAD file of project base map for Contractors use in preparing this information.

308-4.4 Plant Staking and Guying DELETE entirety of the subsection and REPLACE with the following:

All staking and guying shall be in accordance with the Drawings and Contract Documents.

308-4.6 Ground Cover and Vine Planting DELETE the second paragraph and REPLACE with the following:

Ground cover shall be planted in moist soil and spaced as indicated on the Drawings.

308-4.8 Lawn Planting

308-4.8.3 Sod ADD the following:

Sod shall be laid with longer seams perpendicular to the slope, and in a staggered pattern to minimize erosion.

308-4.9 Erosion Control Planting

308-4.9.3 Seeding and Mulching ADD the following:

Mulch installation shall consist of placing 3" thick layer 'Forest Floor' material supplied by Aquinaga Company (949) 786-9558, OAE, over designated planter areas. See plans for areas of installation. Contractor shall submit sample prior to purchase and/or placement for approval in accordance with Section 2-5.3, Submittals.

308-5 IRRIGATION SYSTEM INSTALLATION

308-5.1 General ADD the following after paragraph three:

The installation of the irrigation system shall be in accordance with the manufacturer's instructions unless specified otherwise.

Contractor shall be responsible to notify the City prior to start of construction to coordinate on-site inspections.

Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which maybe required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions.

The work shall be installed in such a manner as to avoid conflicts between planting and architectural features, etc.

All work called for in the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the Specifications.

The Contractor shall not willfully install the irrigation system as shown on the Drawings when it is obvious in the field that unknown obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the Engineer. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revisions necessary and shall perform such at his own expense.

DELETE the fourth paragraph and REPLACE with the following:

The location of connection points shown is approximate. The Contractor shall contact the utility companies and coordinate the installation of the required electrical and water services. Following coordination with the utility companies, the Contractor shall make all necessary provisions to make the service connections called for on the Drawings at the places indicated or to the nearest acceptable point thereto as approved by the utility companies and the Engineer. Verification of the point of connections with the utility companies and the Engineer shall be obtained by the Contractor prior to the start of work.

ADD the following:

Temporary Repairs. The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

308-5.2 Irrigation Pipeline Installation

308-5.2.1 General ADD the following:

A minimum of twelve (12) inches clearance shall be maintained between “recycled” irrigation pipelines and non-irrigation pipelines/conduits.

PVC Sleeves shall be required under areas where all hardscape materials shall be installed. Sleeving shall be done per detail on Project Plans (Minimum sleeve dimension shall be twice the diameter of pipe size.

308-5.2.3 Plastic Pipeline ADD the following:

PVC to metal connections shall only be accomplished by PVC male adapters screwed into metal fittings. Teflon tape shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints.

Handling of PVC Pipe and Fittings. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe are to lie flat and not to be subjected to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping. Pipe and fittings shall not be stored in direct sunlight.

308-5.3 Installation of Valves, Valve Boxes, and Special Equipment DELETE paragraphs three, four, five, and six.

308-5.4 Sprinkler Head Installation and Adjustment

308-5.4.1 General ADD the following:

Mains and laterals, including risers, shall be flushed and pressure tested before installing swing joints and sprinkler heads, after which a water coverage test shall be performed.

308-5.4.2 Location, Elevation, and Spacing AMEND the third paragraph to read as follows:

Sprinkler heads shall be installed 6 inches from the adjacent vertical elements projecting above grade such as walls, planter boxes, curbs, and fences in shrub areas. Sprinkler heads shall be installed 4 inches from adjacent vertical elements projecting above grade such as walkways, walls, planter boxes, curbs, and fences in turf areas.

308-5.5 Automatic Control System Installation DELETE the first sentence of the fourth paragraph and REPLACE with:

All service wiring shall be installed at the minimum depth specified in 308-2.2 in electrical PVC conduit from the service point to the controller.

308-5.6 Flushing and Testing

308-5.6.1 General ADD the following to the beginning of the subsection:

Flushing of the lines shall be done before quick coupling valves and remote control valves are in place. All open ends shall be piped (temporarily to exhaust flushing water up and out of the trenches.)

No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap, and move progressively towards the end of the line, with only one open port flushing at anyone time.

AMEND the last sentence of the first paragraph: Add “and approved in writing” by the Senior Landscape Planner at the end of the sentence.

ADD the following paragraphs to the end of the subsection:

When the irrigation system is completed, a coverage test shall be performed by City to determine if the water coverage for planting areas is complete, adequate, and avoids overspray onto walks, roadways, and buildings as much as possible. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the City inspector. This test shall be accomplished before any ground cover is planted.

The Contractor shall request the presence of the City in writing at least forty-eight (48) hours in advance of testing. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.

308-5.6.2 Pipeline Pressure Test AMEND the constant test pressure and the duration of the test as follows:

- Mains: 6 hours at 150 PSI
- Laterals: 2 hours at 100 PSI

308-6 MAINTENANCE AND PLANT ESTABLISHMENT First paragraph, ADD the following:

Maintenance shall be performed weekly or as directed by the Engineer and include irrigation inspection and repair, Site cleanup, pruning of groundcover, shrubs, and trees, mowing, weed control, fertilization every 6 weeks, pest and fungi control, plant replacement, and mulch replenishment.

Fourth paragraph, DELETE in its entirety and SUBSTITUTE with the following:

After all planting and related work has been completed in accordance with the Contract Documents; the Contractor shall request a pre-maintenance inspection from the Engineer. The Punchlist items shall be completed prior to the start of the Plant Establishment Period (PEP).

Fifth paragraph, DELETE in its entirety and SUBSTITUTE with the following:

After planting is completed, a field notification will be issued to the Contractor to establish the effective beginning date of the PEP. The PEP shall be for a period of 90 days for permanently

irrigated plants and sod installations and 120 days for temporarily irrigated native seed and container stock plantings and seeded or sodded turf areas. PEP may be extended by the Engineer if the planted areas are improperly maintained, appreciable plant replacement is required, or other corrective work becomes necessary. Unhealthy plant materials shall be replaced within 2 weeks from the Engineer's notification. For temporarily irrigated native plantings, the acceptance of the PEP by the Engineer shall begin the 90-day plant maintenance period, **unless otherwise specified.**

The Contractor shall be responsible for detecting diseases and pests (including rabbits, gophers, groundhogs, rodents) as soon as they are present and shall take immediate action to identify, control, and remove the disease or pest. Pest control programs of all mammals shall be done without extermination and as approved by the City's Authorized Representative. Plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be maintained to recommend and apply pesticide, herbicides, and fungicides. Contractor shall be responsible for removal of gophers and moles from site and repair any and all damage attributed to their presence. Damaged plant material due to vertebrate pests (rabbits, gophers, groundhogs, etc.) shall be replaced immediately by Contractor at no cost to City. Dead dying and damaged plant material shall be removed at no cost to the City.

Maintain all planting starting with the planting operations and continuing for 90 calendar days after all planting is complete and the Plant Establishment Period ending has been approved by the City in writing. The maintenance period will not commence until all planting has been approved in writing by the City.

Maintenance shall include, but not be limited to, all watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period.

The Contractor will be relieved from maintenance work when the plant establishment and maintenance work has been completed to the satisfaction of the City.

The costs for the maintenance period shall include all costs for water (from the new water meter installed only), watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the plant areas neat and attractive throughout the maintenance period, and shall be included in the costs for installation of the plant material.

The Contractor shall:

a. Provide all equipment and means for proper application of water to those planted areas not equipped with an irrigation system.

b. Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining proper safeguards.

c. During the maintenance period, all plants and planted areas shall be kept properly watered and weed-free at all times. Irrigation schedule shall comply with AB325 and Certified Irrigation Auditor's parameters.

d. In order to expedite the plant establishment work, the Contractor shall maintain a sufficient number of workers and adequate equipment to perform the work herein specified from the time any planting is done until the end of the final maintenance period.

e. Damage to planting areas shall be replaced immediately when seen by Contractor. Damage observed by the City shall be replaced within 24 hours of notification to the Contractor.

f. Depressions caused by vehicles, bicycles, or foot traffic, are to be filled and leveled. Replant damaged areas.

g. Apply a pelletized fertilizer blend of 15-15-15 at the beginning and at every 30-day maintenance interval at the rate 350 lbs. per acre until the designated end of the maintenance period. A 90-day maintenance program shall consist of three fertilizer periods.

h. Apply 25 lbs Gro-Power Plus (OAE) per 1,000 square feet at 25th and 55th day of 90 day maintenance period.

i. Contractor shall be responsible for removal of rodents, slugs, snails, and cutworms from site as required and repair damage as above.

j. All paved areas will be broom cleaned and/or washed and maintained in a neat and clean condition at all times, as directed by the City. AQMD and WQMP practices shall be observed. Air blowers shall not be allowed.

k. During the maintenance period, should the appearance of any plant indicate weakness and probability of dying, immediately replace that plant with a new and healthy plant of the same type and size without additional cost to the City. At the end of the maintenance period, all plant material shall be in a healthy growing condition.

l. All trees shall be guaranteed by the Contractor to live and grow in an acceptable upright position for a period of one year after completion and final acceptance by the City.

m. The Contractor, within ten (10) days of notification by the City, shall remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting, and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

SECTION 312 – WATER POLLUTION CONTOL

312.6 WATER POLLUTION CONTROL

312.6.1 General. The Contractor shall conform to all applicable local, state and Federal regulations and laws pertaining to water pollution control. The Contractor shall conduct and schedule its operations, and follow and implement best management practices in such a manner as to prevent water pollution. The Contractor shall also conform to the following requirements:
a) Sediments shall not be discharged to a storm drain system or receiving waters.
b) Sediments generated on the Work site shall be contained on the Work site using appropriate BMPs.

c) No construction-related materials, waste, spill, or residue shall be discharged from the Work site to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff.
d) Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained within the Work site using appropriate BMPs.
e) Erosion shall be prevented. Erosion susceptible slopes shall be covered, planted or otherwise protected in a way that prevents discharge from the Work site.

312.6.2 Best Management Practices (BMPs). The Contractor shall implement and maintain such BMPs as are relevant to the Work, and as are specifically required by the Plans or Special Provisions. The Contractor shall be responsible throughout the duration of the Contract for installing, constructing, inspecting, maintaining, removing and disposing of BMPs for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by the Engineer, the Contractor shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work.

SECTION 314 – PLAYGROUND EQUIPMENT INSTALLATION

The Contractor shall install the following equipment per the manufacturer's recommendation and per the plan. Play equipment shall be as manufactured by Landscape Structure (No Substitutions) and as provided by Coast Recreation, contact: Allison Hepburn (714) 619-0100. The Contractor will supply to the City, State, and Federal installation guidelines, standards, and recommendations. The letter will be submitted prior to release of final payment. Minimum guarantees and terms of the guarantee shall be reviewed and approved by City staff prior to modifications and new installations occurring. The Contractor will also supply to the City a letter from the playground manufacturer stating that all installed equipment complies with ADA and CPSC Guidelines and Standards. Playground manufacturer to provide insurance certificate naming the "City of Laguna Hills", its agents and employees as additionally insured with respect to the manufacturing and installation of San Remo Park play equipment." Playground equipment installation must be performed by a Landscape Structures "Certified" Installer. Contact Landscape Structures for a list of certified installers.

Play Equipment as specified on the plans.

314-1 RESILIENT PLAYGROUND SURFACING

1. The Contractor shall provide all services and products to ensure a complete installation of resilient playground surfacing.

2. The resilient surfacing shall conform to ASTM-F-1292-91, ASTM-F-35586 Class A Flame spread, ASTM E108.

3. Thickness of resilient surfacing must match fall heights of proposed play equipment per Consumer Product Safety Commission.

4. Sub-base preparation, concrete base, thickened edges, and drainage including any necessary excavation will be the sole responsibility of the Contractor and shall be included in the square footage cost for resilient surfacing.

5. Concrete curbing must be installed below grade to confine the resilient surfacing and will be installed per plans.

6. Concrete sub-base shall be installed under all resilient surfacing as specified on plans and details.

7. Compaction of sub-grade material shall be at 90% minimum.

8. Compacted sub-grade shall be graded as noted on civil plans.

9. Resilient surfacing will be poured in place and its intended use will be for a shock absorbing surface under and around playground equipment.

10. The resilient surfacing will be porous, seamless, and capable of installing at various thicknesses.

11. Resilient surfacing is a two layer system consisting of a cushion layer covered by a weather resistant wearing layer.

12. Cushion Course: per specifications of "Spectraturf." The resilient surfacing shall be a minimum installed thickness as specified below: Finish surface of wearing course shall be level.

Overall Thickness	Critical Fall Height
1-3/4"	4'
2-1/2"	5'
3"	6' and 7'
3-1/2"	8'
4"	9'
4-1/2"	10'
5-1/2"	12'

13. Wearing course per Specifications of "Spectraturf." The wearing course shall be an installed thickness of 3/8". The binder for rubber particles shall be aliphatic.

14. Wearing course shall be hand troweled to produce an even, uniform surface. All edges to be transitioned to a beveled or flush condition.

15. A ten-year guarantee against defects in materials and workmanship must be provided in writing, by the Contractor, to the City prior to project completion.

16. Install "Spectraturf." Resilient surfacing available from:

    Spectraturf
    Contact: Spectraturf
    Phone: (800) 875-5788

    Substitutions:
    Submit 2' x 2' sample and specifications for consideration a minimum of ten (10) days prior to bid opening.

SECTION 600 - ACCESS

600-1 GENERAL

600-1.1 Public Convenience and Safety Access. The Contractor shall provide temporary "No Parking" and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. Contractor shall also provide an approval barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work, they shall be blocked by two (2) Class II barricades or one (1) Class II barricade and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

600-1.2 Street Closures, Detours, and Barricades. The Contractor shall not close any street within the City of Laguna Hills without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the contractor as required by the Engineer.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook. During adverse weather or unusual traffic or working conditions additional traffic devices shall be placed as directed by the Engineer. All traffic signs and devices shall also conform to the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook.

The Contractor shall provide and maintain Type II barricades along excavation edges parallel to the flow of traffic at a maximum spacing of twenty-five feet. Type II barricades mounted with flashers shall be installed around work areas in parkways. Type II barricades shall have alternating reflective orange and reflective white stripes at an angle of 45 degrees. The strip width shall be in accordance with Table 5-1 "Barricade Characteristics" "Manual of Traffic Controls for Construction and Maintenance Work Zones".

During paving operations, barricades may be supplemented with minimum size eighteen-inch high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. Traffic cones and delineators used within State right-of-way shall be a minimum size of twenty-eight inches high. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street, or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Agency will place such necessary items and the Contractor shall be liable to the Agency for providing such devices in accordance with the following provisions:

1. For placing of barricades: $5.00 per barricade for the first day or any part thereof and $2.00 per barricade, per day, for each day thereafter or any part thereof. For flashers: $2.50 per flasher for the first day or any part thereof and $1.00 per flasher, per day, for each day thereafter or any part thereof. For traffic cones: $1.00 per cone for each day or any part thereof.

2. In the event that the services of the Agency are required between the hours of 5:00 P.M. and 8:00 A.M., during the normal week or at any time on Saturday, Sunday or a Agency holiday, there shall be an additional charge to the above set forth minimums of $188.00 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Agency. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSRTUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL A minimum of two (2) lanes (one lane in each direction) shall be maintained at all times for a continuous flow of traffic, except as otherwise approved by the Engineer.

The Contractor shall provide two (2) Traffic Advisor Portable Changeable Message Signs, one week prior to the start of construction. The message text will include “MAJOR CONSTRUCTION ON BRIARWOOD AVE” and start date. The Contractor shall be responsible for providing moving and programming the message signs during the entire duration of construction as directed by Engineer.

Lane closures shall be allowed between 8:00a.m. and 4:00p.m. only. No traveled lane shall be closed overnight without prior City approval. Access to private property shall be maintained at all times.

"Temporary No Parking" signs shall be posted no more than 100 feet apart at least 72 hours prior to work. The signs shall be mounted on either 1” x 2” X 3’ high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture. Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. "Temporary No Parking" signs shall be maintained by the contractor at all times and shall be approved by the Engineer prior to posting. Cover existing street signs as directed by the Engineer.

"Temporary No Parking" signs shall be implemented for one week only (M-F) at a time. Signs shall be removed and reposted each week as needed and approved by the City.

DURING PAVING OPERATIONS, THE CONTRACTOR SHALL PROVIDE INDIVIDUALS AND EQUIPMENT DESIGNATED TO PERFORM AND MAINTAIN TRAFFIC CONTROL ONLY. The Contractor shall furnish, place and maintain all temporary traffic control devices required for the safe and orderly flow of vehicular and pedestrian traffic during construction. All Traffic control shall conform to the California Manual of Temporary Traffic Controls (California M.U.T.C.D.) or Work Area Traffic Control Handbook (W.A.T.C.H. Handbook).

If traffic control measures are not in conformance with these provisions, the project shall be stopped until conformance is attained to the satisfaction of the Engineer.

At locations where excavations are left open overnight, flashing barricades shall be placed along the excavation at a maximum spacing of 20 feet. A minimum of 3 flashing barricades

shall be placed at any one excavation.

Temporary striping will be permitted only on base course and pavement to be overlaid. Temporary pavement markings to be placed on new asphalt shall be spaced at 25 ft maximum and shall be removable without damage to the new overlay. Method of temporary markings shall be submitted to the Engineer for approval at the preconstruction meeting.

The Contractor shall submit and obtain written approval of traffic control plans from the Engineer five (5) working days prior to implementing.

Temporary lane closures shall be allowed during working hours specified in these Technical Provisions. Temporary lane closures maintained beyond the normal working hours may have a negative economic effect on the local residential, commercial/industrial business, and traveling public. Unless the Contractor secures prior written approval from the Engineer to maintain temporary lane closures beyond the working hours allowed, the Engineer may deduct a fee from a progress payment or bond for each temporary lane closure maintained beyond the allowed working hours. The fee will be accessed at a rate of Five Hundred ($500) per each travel lane per each thirty (30) minute interval, or fraction thereof as required by the Engineer. In no event will work be allowed past 5 p.m.

SECTION 800 - LANDSCAPING & IRRIGATION MATERIALS

800-1 LANDSCAPE MATERIALS

800-1.1 Topsoil

800-1.1.1 General. The following paragraph shall be added following paragraph 1:

Top soil material unless otherwise designated shall be Class C.

800-1.1.2 Class A Topsoil. Paragraph 2 shall be deleted and the following paragraphs inserted in the place thereof:

At least 15 days before scheduled use, the proposed source of import soil must be submitted to the Soils Engineer for approval. The Contractor shall submit a written request for approval, which shall be accompanied by a written report of a testing agency registered by the State for agricultural soil evaluation, which states that the proposed source complies with these specifications. Class A import soil shall consist of a natural, fertile, friable, sandy loam soil possessing the characteristics of representative soils in the vicinity which produce heavy growth of crops, grasses, or other vegetation and shall be obtained from a natural, well-drained area. Before removal of the topsoil, the surface at the source of supply is to be stripped to a depth of two inches in order to remove weed seeds, roots, etc. The source of the imported soil shall be free from Bermuda grass, crab grass, and all noxious weeds, sticks, brush, litter, and other deleterious substances. In no case shall there be more than five percent by volume of the following: stones smaller than one inch, course sand, and small clay lumps. It shall not be infested with nematodes or other undesirable insects or plant disease organisms.

The soil shall be free from insoluble carbonates and shall have the following analysis, which shall be verified by a soil analysis made by the City.

pH - maximum of 7.0; minimum of 6.0

ECo - zero to three maximum (electrical conductivity)
ESp - zero to twelve maximum (exchangeable sodium percentage)

The soil shall be subject to inspection at the source of supply prior to delivery.

800-1.2 Soil Fertilizing and Conditioning Materials

800-1.21 General. The following paragraphs shall be added following paragraph 2:

Organic Fertilizers and Soil Conditioners shall comprise decomposed animal and vegetable matter having been processed and composed to support bacterial culture. A bacterial stimulator shall be included. A guaranteed analysis shall contain 5% Nitrogen, 3% Phosphate. 1% Potash, 50% Humus, 15% Humic Acid. No fertilizer or conditioner, etc., shall contain any unprocessed poultry, animal or human waste.

800-1.2.3 Commercial Fertilizer [Add the following paragraphs]:

Commercial Fertilizers shall be delivered in sacks with the manufacturer's label showing weight and analysis attached to each sack.

The following commercial fertilizer shall be used for bidding purposes only. Exact quantities and recommendations shall be determined by the soil fertility and agricultural suitability test to be prepared by Waypoint Analytical, Inc. (714) 282-8777. Contractor shall conduct an agronomic soil report on all imported soil at no additional cost to the City, and shall be included in the base bid. Contractor shall obtain city approval of imported soil prior to delivery.

Uniformly spread and cultivate amendments thoroughly by means of mechanical tiller into top 6@ of soil in all planting areas. Application rate per 1,000 square feet:

Commercial Fertilizer 15-15-15	20 pounds
Soil Sulphur	100 pounds
Zinc Chelates	4 ounces
Granular Gypsum	100 pounds
Nitrogen stabilized organic amendment (see Subsection 212-1.2.4 Organic Soil Amendment)	6 cubic yards

The soils analysis report shall be submitted to the City of Laguna Hills as part of the Certificate of Completion. Soils testing shall be performed after final grading has been completed and approved by the City. The cost of soils testing shall be included in the base bid and shall be provided by the Contractor at no additional cost to the City.

The following commercial fertilizer and soil preparation shall be for bid purposes only when mass grading is planned:

All areas to be landscaped shall be cross-ripped or otherwise tilled to a depth of 9 to 12 inches. Uniformly spread and cultivate amendments thoroughly by means of mechanical tiller into top 6" of soil in all planting areas. Application rate per 1,000 square feet:

Commercial Fertilizer 6-20-20	20 pounds
Soil Sulfur	10 pounds
Nitrogen stabilized sawdust (derived from Redwood, fir or cedar)	6 cubic yards

Planting Tablets: Provide slow-release type with potential acidity of not more than 5 percent by weight containing the following percents by weight of nutrients listed; 20-nitrogen, 10-phosphoric acid, 5-potash, 2.6 combined calcium, 1.6-combined sulphur 0.35-iron (elemental) from ferrous sulfate. Provide in 21 gram tablets manufactured by Agriform, or other approved.

800-1.2.4 Organic Soil Amendment.

Paragraph 1 shall be deleted and replaced with the following: Organic Soil amendment material shall conform to Type 1 unless otherwise designated. Delete paragraph references to Type 2 and Type 3 soil amendments.

800-1.2.5 Mulch.

Sentence one of paragraph one shall be deleted and replaced with the following: Mulch material shall be Type 5 mulch and replaced with the following:

Mulch: Provide medium grind bark such as supplied by Blue Ribbon Landscape Supplies, (714) 633-3666, consisting of fibrous, woody bark mixture of varied particle size such that 90 to 100 percent passes 1 inch sieve, 80 to 100 percent passes 1/2 inch sieve, and 20 to 60 percent passes 1/4 inch sieve, or approved equal. Submit sample for review.

The following subsection shall be added:

800-1.2.6 Soil Herbicide.

A commercially manufactured non-selective herbicide for total control of vegetation products shall meet all federal and state regulations pertaining to the use of such substances. Application and rate of application shall follow manufacturer’s recommendation. Application shall not be made until obtaining written approval from the City. Following City approval of Contractor herbicide, Contractor shall apply herbicide to all landscape areas. Such application shall be performed in consideration of overall construction schedule and operation so as not to disrupt or interfere with the project schedule and time line.

800-1.4 Plants

800-1.4.1 General. Subsection 800-1.4.1 shall be deleted and replaced with the following:

A representative number of plants shall be inspected and approved at the nursery by the Engineer prior to shipment to the planting site. Prior to such visit, Contractor shall submit 3" x 5” color photographs of all proposed tree and shrub material for City's review. Photos shall be submitted seven (7) calendar days prior to specified plant material review at nursery site. Plants shall be inspected for size and condition of root growth, insects, injuries and latent defects. The City reserves the right to reject entire lots for plants represented by defective samples. Plant condition shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules and grading. All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous and free from insect pest, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements. Tree trunks shall be sturdy and well hardened off. All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither root nor pot-bound and are free of kinked or girdling roots. Other than the normal side pruning during the growth period, no pruning shall be done prior to inspection at the nursery. The size of the

plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the drawings. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the drawings in the list of plants to be furnished. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants will make no change in contract price. Bare root plantings in publicly maintained areas shall be done only with special approval of City.

Quantities and Types. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the drawings. The landscape contractor is to verify all sizes and quantities on plans. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the City. Substitution Proposals for plant material must be accompanied by substantive written proof of non-availability of material originally specified prior to bid opening.

Add the following subsection:

800-1.4.2.1.9 Fertilizer.

A. Root Growth Stimulant: Stimulant shall be Vitamin B-l as manufactured by Cal-Liquid, Cooke, Chican, Otiho, or other approved equal.

B. Fertilizer will not be used at time of planting. After four months, use a light application of 20:10:5 approximately 1/2 lb. nitrogen per tree cultivated into soil.

800-1.5.3 Tree Stakes. The first paragraph shall be replaced with the following;

Tree stakes shall be sharpened 2" diameter lodgepole pine, treated in accordance with Section 204-2.2. Stake shall be free from splits.

The third paragraph shall be replaced with the following:

Deadman stakes shall be duckbills or 2x4 inch redwood 18 inches long. Covers for wire shall be 3/4-inch Class 200 PVC pipe - 3 feet long.

The following paragraph shall be added at the end of the subsection:

A minimum of two (2) supporting tree ties or three (3) guy anchors shall be used for each tree. Tree ties shall be V.I.T. “Twist Brace” Model TB24.

800-1.5.5 Root Barriers

Root barriers shall be 24″ deep and as provided by DeepRoot Corp. (800) 458-7668, or approved equal. Installation shall be per manufacturer’s specifications.

800-2 IRRIGATION SYSTEM MATERIALS

800-2.1.1 General. The following paragraph shall be added at the end of the subsection:

The manufacturer's directions and detail drawings shall be followed unless directed by the City Representative or shown differently in the plans and specifications.

800-2.1.3 Plastic Pipe for Use With Solvent Weld Socket or Threaded Fillings. Add the following before the first paragraph:

General. Use only new materials of brands and types noted on drawings specified herein, or approved equals.

Paragraph 2 shall be deleted and replaced with the following:

PVC Pressure Main Line Pipe and Fittings shall be Class 315 PVC with bell and gasket-type pipe for pressure main pipes 2 inches and larger.

PVC schedule 40 with solvent welded joints for pressure main piping of lesser diameter. PVC schedule 40 solvent welded piping shall be used for all non-pressure lateral line piping.

The following paragraphs shall be added at the end of the subsection:

All PVC pipe must bear the following markings:

1. Manufacturer's name
2. Nominal pipe size
3. Schedule or class
4. Pressure rating in P.S.I.
5. NSF (National Sanitation Foundation) approval
6. Date extrusion
7. U.P.C. shield logo (IAPMO approval)

All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval

Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type recommended by the manufacturer, and shall follow installation methods prescribed by the pipe manufacturer.

800-2.2.2 Gate Valves. The text of this subsection shall be deleted and replaced with the following:

All valves shall be as identified on the Construction Documents and per City review and approval.

800-2.2.4 Remote Control Valves. Add the following after paragraph number one:

Remote control valve manufacturer and sizes shall be as indicated in plans and legend.

800-2.2.6 Quick-Coupling Valves and Assemblies. The text of this subsection shall be deleted and replaced with the following paragraph:

Quick-coupling valves shall have a brass two-piece body designed for working pressure of 150 PSI. The quick-coupling valve shall have a built-in flow control and self-closing valve and shall be supplied in 3/4-inch (19) size unless otherwise required. The valve shall be equipped with a locking rubber or vinyl cover. When a quick-coupler assembly is specified, it shall consist of the valve, quick-coupler connection, and hose swivel.

800-2.2.7 Valve Boxes. Delete the first paragraph and replace with the following:

Valve boxes and lids shall be as detailed on the Plans. The boxes shall be covered with an etched polyethylene face with an ultraviolet inhibitor. The lid shall be plastic, lockable, and embossed with the valve station number on its topside. Sizes and manufacturer of the valve boxes and lids shall be as indicated on the Standard Drawings.

800-2.2.8 Master Control Valves.

The master control valve manufacturer and size shall be as indicated on plan and legend.

800-2.3 Backflow Preventer Assembly

Add the following after paragraph number one:

Unless otherwise instructed by the City Inspector, backflow assemblies shall consist of a brass reduced pressure/backflow prevention device with “Wye” strainer and 60 mesh screen as detailed and called out on the Project Plans.

800-2.4 Sprinkler Equipment

The text of this subsection shall be deleted and replaced with the following:

Irrigation bodies and nozzles shall be as indicated on plan and legend. Substitutions shall not be allowed unless by written authorization from the City.

Irrigation bodies and nozzles shall feature low head drainage, pressure regulating, and pressure compensating features. Unless otherwise approved, all pop-ups and fixed riser assemblies shall consist of plastic and stainless steel materials.

Smaller radii turf irrigation equipment shall consist of 6-inch pop-ups. All smaller radii shrub and groundcover irrigation equipment shall consist of 12-inch pop-ups, unless otherwise approved by the City. Smaller radii equipment are those components which irrigate within and under a radius of 22 feet.

800-3 ELECTRICAL MATERIALS

800-3.2.1 Conduit. [Replace paragraph with the following]:

Conduit shall be Schedule 40 PVC pipe as called out on the plans. Install per plans. Conduit shall conform to the applicable provisions of subsection 800-2.1.3.

800-3.2.2 Conductors [Add the following paragraph]:

The electrical system shall be installed in accordance with the National Electrical Code most recently adopted by the City. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-U.F. 600 volt. Pilot wires shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Install in accordance with valve manufacture's specifications and wire chart. In no case shall wire size be less than #14.

Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible. Install wires inside Schedule 40 Conduit anywhere it is not possible to place in pipe trench, or where wires must go under pavement. Conduit size shall be large enough to contain all necessary wires. Minimum conduit size shall be 2".

Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of ten (10) feet.

An expansion curl should be provided within three (3) feet of each wire connection and at least every one hundred (100) feet of wire length on runs more than one hundred (100) feet in length and also at each change of direction. Expansion curls shall be formed by wrapping at least five (5) ruins of wire around a one-inch diameter pipe, then withdrawing the pipe.

All splices shall be made with 3M - DBY wire connector, or approved equal.
Use one splice per connector sealing pack.

Field splices between the automatic controller and electrical control valves will not be allowed without prior approval of the City.

SECTION 801 - LANDSCAPE & IRRIGATION INSTALLATION

801-1 GENERAL

The following paragraphs shall be added at the end of the subsection:

Inspection will be required for the following parts of the work:

a. At completion of rough grade prior to incorporation of soil amendments.

b. Irrigation coverage test prior to initiating planting operations.

c. At completion of incorporation of soil amendments and fine grading.

d. Prior to digging plant pits for trees and shrubs.

e. During backfilling of plant pits with amended backfill.

f. Maintenance period shall not begin until final installation inspection is made, and establishment is verified. City inspector shall approve commencement date of maintenance prior to the commencement of said maintenance.

g. Final review and acceptance at the end of the maintenance period.

801-2 EARTHWORK AND TOPSOIL PLACEMENT

801-2.1 General. The following paragraph shall be added at the end of the subsection:

The Contractor shall apply water as necessary to provide ideal moisture content for tilling and for planting as, herein specified.

801-2.2 Trench Excavation and Backfill. The second and last paragraph shall be deleted and the following added:

The depth of cover over pipelines and conduits shall be per Drawings.

The trenches shall not be backfilled until all required tests are performed. A fine granular material used for bedding and backfill will be placed on all lines. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stones.

The finished surface shall be restored to the grade established prior to excavation. All mounding and divots shall be graded smooth to the satisfaction of the City Representative.

If settlement occurs, and subsequent adjustments in pipe, valves, valve/utility boxes, sprinkler heads, lawn or planting, or other construction are necessary, the Contractor shall make all required adjustments.

801-2.2.1 Trenching and Backfilling Under Paving. The following subsection shall be added:

Where irrigation lines are called for on the plans to be placed within a sleeve the PVC sleeve to be provided for such work shall be Schedule 40 PVC sleeve.

801-2.2.2 Trenching Adjacent to Existing Trees. The following subsection shall be added:

Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots. Excavation in areas where two (2) inch and larger roots occur shall be done by hand. All roots two (2) inches and larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped with burlap, to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than two (2) inches in diameter the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through. Trenches adjacent to trees should be closed within twenty-four (24) hours; and where this is not possible, the side of the trench adjacent to the free shall be kept shaded with burlap or canvas.

801-2.3 Topsoil Preparation and Conditioning

801-2.3.2 Fertilizing and Conditioning Procedures. The first paragraph of the subsection shall be deleted and replaced with the following:

The planting areas shall be brought to rough grade whereupon Fertilizer and Soil Conditioning required for the native soils for the intended landscape planting shall be added based upon the recommendations of Soils Fertility and Agricultural Suitability Report. (See Section 212) The Contractor, at no additional cost to the City, shall make two additional soils tests for agricultural fertility and suitability and fertilizer and amendment recommendations of all planting areas upon completion of excavation, topsoil backfilling, and grading. The Contractor shall amend it as necessary to comply with the soils test report at no additional cost to the City.

801-2.3.3 Weed Control. The following subsection shall be added:

Kill and remove all existing weeds from site areas utilizing post-emergent herbicide.

Upon completion of the irrigation system and after all designated shrub and ground covers, existing weeds and growth have been removed from the planting areas, the Contractor shall apply by spray a mixture of Commercial Fertilizer 12-12-12 to be applied at a rate of 400 lbs/per acre.

Thereafter, all areas shall be watered four (4) times daily until weed seeds have germinated, approximately 21 days or unless otherwise directed by the Engineer. Thereafter, watering shall cease for three (3) days to be followed by the spraying of a systemic herbicide containing the active ingredient glyphosate (Roundup-Pro, or approved equal). Spraying shall be at the labeled rate compatible with the eradication rate for the target weed species and shall be performed under the direction of a registered pest control advisor. After allowing sufficient time for the herbicide to kill all remaining weeds (2 weeks minimum), the areas to be landscaped shall be raked or hoed as directed by the Engineer to remove any remaining weed stubble. All areas shall be watered for an additional 14 (fourteen) day period and then an additional application of the systemic herbicide per manufacturer's recommendation.

801-2.4 Finish Grading. The following shall be added to the last sentence of the second paragraph.

…except where water is designed to flow over the same.

The following paragraphs shall be added following paragraph two:
Finish grades shall be those indicated on the drawings or as may be controlled by existing installations. Grades not otherwise indicated shall be uniform, and straight graded between points where elevations are noted. Minor modeling of the ground surface may be required.

Grading shall provide for the natural run-off of water without low spots or pockets. Flow lines shall be set by instrument and shall be the maximum gradient possible.

801-3 HEADER INSTALLATION

The following subsection shall be added:

801-3.1 Concrete Headers. Concrete headers shall be constructed where shown on the plans and specifications. All concrete work shall conform to the requirements of subsections 201-1 and 301-1 and per Project Plans.

801-4 PLANTING

801-4.3 Layout and Plant Location. The following paragraph will be added at the end of the subsection:

Quantities for shrubs and groundcovers shown on the legend are for estimate purposes only. Final quantities for plant materials installed shall be governed by the indicated plant spacing. Quantities for trees shall be verified in bid documents and discrepancies between the planting plans and the bid schedule shall be noted on bid schedule by Contractor at the time of bid submittal.

In the event that designated plant location is found in conflict with underground utility or structure during the planting operation an alternate location will be selected by the City. The Contractor shall be responsible to notify utility companies for the spotting of underground facilities prior to plant acquisition and to make precautionary potholes where conflicts would be indicated on the plans or by field notations by utility representatives. The cost for utility notification and potholing shall be included in the other work items and no additional compensation will be allowed therefore.

Proposed tree locations, as indicated on plans shall be staked by contractor for review and approval by city prior to digging of plant pits for planting. Stakes shall minimum of 6' in length and color coded to indicate variety of proposed tree planting at each of the staked locations. Review and approval of provided color-coded stake locations, with modifications/adjustments as necessary shall be provided by city prior to commencement of tree planting operations.

Container shrubs and groundcovers shall be placed on finish grade at locations indicated on planting plans for review and approval prior to planting. Contractor shall notify City 48 hours prior to scheduled review of containerized shrubs and groundcovers on grade

801-4.4 Specimen Planting [Insert before first paragraph]:

The planting pits for trees shall be excavated twice the diameter and one-and-a-half times the depth of the rootball.

Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.

7 tablets per 15 gallon
20 tablets per 24 inch box
24 tablets per 30 inch box
28 tablets per 36 inch box
32 tablets per 42 inch box
36 tablets per 48 inch and larger boxes

Planting shall be governed by the following requirements:

801-4.5 Tree and Shrub Planting

The Contractor shall amend backfill as necessary per the soils test report at no additional cost to the City. (Refer to Sections 212 and 801-2.3.2). **The following soil amendments and fertilizer guidelines shall be used for bid purposes only.** Fill holes with backfill mixtures as specified below:

1. The following material shall be thoroughly blended and used as a backfill mix. No mixing for individual planting holes will be permitted. Mix planting soil prior to backfilling and stockpile at the site. The iron sulfate should not contact cement surfaces since severe staining could occur.

6 parts by volume screened on-site soil
4 parts by volume Nitrogen Stabilized Organic Amendment
2 lbs. Iron Sulfate per CY of mix
1 lb. 12-12-12 per cu. yd. of mix

2. Place plants near respective pits. Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.

   1 tablet per 1-gallon container
   2 tablets per 5-gallon container
   8 tablets per 15-gallon container

3. Remove all plants from their containers and set in plant pits.

4. Fill to proper height with amended backfill to receive the plant and thoroughly tamp the mixture before setting the plant.

5. Set plant in upright position in the center of the hole and compact the backfill mixture around the ball or roots.

6. Thoroughly water each plant when the hole is one-half filled. After water has completely drained, place planting tablets per detail. The remainder of the hole shall then be backfilled.

7. After watering, tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the plant is at the finished grade of the surrounding area. Do not backfill around trunks or stems.

8. After backfilling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least six inches of water. Basins shall be the same size as the container size of each individual plant. The basins shall be constructed of amended backfill material. This berm shall be leveled to finished grade alter the 60th day of the maintenance period.

9. Immediately after planting, apply water to each tree and shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

10. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, wet below the root system of grass and plants. Generally, water once each day for 7 days in cool seasons, for 14 days in hot weather. Berms around shrubs and trees in slopes shall be maintained for 60 days following tree planting and then removed.

11. Pruning - Pruning shall be limited to the minimum necessary to remove injured twigs and branches and to compensate for loss of roots during transplanting, but never to exceed one-third of the branching structure. Upon approval of the City Representative, pruning may be done before delivery of plants but not before plants have been inspected and approved by the City.

12. No trees shall be planted within 6 feet of paved surfaces, unless specifically indicated on plans. Those trees noted on plans to occur within 6’ of curbs and/or paving shall receive continuous root barriers per Section 212-1.5.5.

801-4.6 Planting Staking and Guying. The text of the entire subsection shall be deleted and replaced with the following paragraph:

All staking and guying shall be in accordance with the Plans, Details, and Specifications.

801-4.7 Ground Cover and Vine Planting. The second paragraph shall be deleted and replaced with the following:

801-4.8 Sod. Sod shall be laid with longer seams perpendicular to the slope, and in a staggered pattern to minimize erosion. Sod panels shall be a minimum of 24" wide.

801-4.9 Erosion Control Planting

801-4.10 Wood Mulch Installation

Mulch installation shall consist of placing 3″ thick layer 'forest floor' (0″- 4″) material equal to or supplied by Aguinaga Company Inc., (949) 786-9558 over designated planter areas. See plans for areas of installation. Submit sample prior to purchase and/or placement for approval.

801-5 IRRIGATION SYSTEM INSTALLATION

801-5-l General. The following paragraphs shall be added after paragraph three:

Contractor shall be responsible to notify the City prior to start of construction to coordinate on-site inspections.

Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions.

The work shall be installed in such a manner as to avoid conflicts between planting and architectural features, etc.

All work called for in the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the City Representative. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revisions necessary and shall perform such at his own expense.

The fourth paragraph shall be deleted and replaced with the following paragraphs:

The location of connection points shown is approximate. The Contractor shall contact the utility companies and coordinate the installation of the required electrical and water services. Following coordination with the utility companies, the Contractor shall make all necessary provisions to make the service connections called for on the plans at the places indicated or to the nearest acceptable point thereto as approved by the utility companies and the City Representative. Verification of the point of connections with the utility companies and the City Representative shall be obtained by the Contractor prior to the start of work.

All costs for making the service connections shall be paid for by the Contractor, with the exception of any utility company fees and permit fees which are reimbursable by the City, as per Section 7-3 "Permits" of the General Provisions.

The following paragraph shall be added at the end of the subsection:

Temporary Repairs. The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

801-5.2 Irrigation Pipeline Installation

801-5.2.l General. The following sentences shall be added at the end of paragraph four:

A minimum of twelve (12) inches clearance shall be maintained between “recycled” irrigation pipelines and non-irrigation pipelines/conduits.

The following paragraphs shall be added at the end of the subsection:

PVC Sleeves shall be required under areas where all hardscape materials shall be installed. Sleeving shall be done per detail on Project Plans (Minimum sleeve dimension shall be twice the diameter of pipe size.

801-5.2.3 Plastic Pipeline. The following shall be added to the end of paragraph one: PVC to metal connections shall only be accomplished by PVC male adapters screwed into metal fittings. Teflon tape shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints.

The following paragraph shall be added following paragraph four:

Handling of PVC Pipe and Fittings. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe are to lie flat and not to be subjected to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping. Pipe and fittings shall not be stored in direct sunlight.

801-5.3 Installation of Valves, Valve Boxes, and Special Equipment

Paragraphs three, four, five, and six shall be deleted.

801-5.4 Sprinkler Head Installation and Adjustment.

801-5.4.2 Location, Elevation, and Spacing.

The third paragraph shall be amended to read as follows:

Sprinkler heads shall be installed 6 inches from the adjacent vertical elements projecting above wade such as walls, planter boxes, curbs, and fences in shrub areas. Sprinkler heads shall be installed 4 inches from adjacent vertical elements projecting above grade such as walkways, walls, planter boxes, curbs, and fences in turf areas.

801-5.6 Flushing and Testing.

801-5.6.1 General. The following paragraph shall preface the subsection:

Flushing of the lines shall be done before quick coupling valves and remote control valves are in place. All open ends shall be piped (temporarily to exhaust flushing water up and out of the trenches.)

No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap, and move progressively towards the end of the line, with only one open port flushing at any one time.

Amend the last sentence of the first paragraph by adding “and approved in writing” by the Senior Landscape Planner at the end of the sentence.

Add the following paragraph to the end of the subsection:

When the irrigation system is completed, a coverage test shall be performed by City Staff to determine if the water coverage for planting areas is complete, adequate, and avoids overspray onto walks, roadways, and buildings as much as possible. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the City inspector. This test shall be accomplished before any ground cover is planted.

The Contractor shall request the presence of the City in writing at least forty-eight (48) hours in advance of testing. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.

801-5.6.2 Mainline and Lateral Pipeline Pressure Test. Pressure test at the end of the first paragraph shall be amended to read: Mains 6 hrs at 150 PSI. Laterals 2 hours at 100 PSI.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT

801-6.1 General

The following paragraph shall be added following paragraph six:

The Contractor shall be responsible for detecting diseases and pests (including rabbits, gophers, groundhogs, rodents) as soon as they are present and shall take immediate action to identify, control, and remove the disease or pest. Pest control programs of all mammals shall be done without extermination and as approved by the City’s Authorized Representative. Plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be maintained to recommend and apply pesticide, herbicides, and fungicides. Contractor shall be responsible for removal of gophers and moles from site and repair any and all damage attributed to their presence. Damaged plant material due to vertebrate pests (rabbits, gophers, groundhogs, etc.) shall be replaced immediately by Contractor at no cost to City. Dead dying and damaged plant material shall be removed at no cost to the City.

Maintain all planting starting with the planting operations and continuing for 90 calendar days after all planting is complete and approved by the City in writing. The maintenance period will not commence until all planting has been approved in writing by the City.

Maintenance shall include, but not be limited to, all watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period.

The lump sum price paid for the maintenance period shall include all costs for water (from the new water meter installed only), watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the plant areas neat and attractive throughout the maintenance period. Upon the 60th day or thereafter, dirt berms around trees and shrubs shall be leveled.

Provide all equipment and means for proper application of water to those planted areas not equipped with an irrigation system.

Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining proper safeguards.

During the maintenance period, all plants and planted areas shall be kept properly watered and weed-free at all times. Irrigation schedule shall comply with AB1881 and Certified Irrigation Auditor's parameters.

In order to expedite the plant establishment work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the end of the final maintenance period.

The Contractor will be relieved from maintenance work when the plant establishment and maintenance work has been completed to the satisfaction of the City.

Damage to planting areas shall be replaced immediately when seen by Contractor. Damage observed by the City shall be replaced within 24 hours of notification to the Contractor.

Depressions caused by vehicles, bicycles, or foot traffic, are to be filled and leveled. Replant damaged areas.

Apply a pelletized fertilizer blend of 15-15-15 at the beginning and at every 30-day maintenance interval at the rate 350 lbs. per acre until the designated end of the maintenance period. A 90-day maintenance program shall consist of three fertilizer periods.

Apply 25 lbs Gro-Power Plus per 1,000 square feet at 25th and 55th day of 90 day maintenance period.

Contractor shall be responsible for removal of rodents, slugs, snails, and cutworms from site as required and repair damage as above.

All paved areas will be broom cleaned and/or washed and maintained in a neat and clean condition at all times, as directed by the City. AQMD and WQMP practices shall be observed. Air blowers shall not be allowed.

Replacements. At the end of the maintenance period, all plant material shall be in a healthy growing condition.

During the maintenance period, should the appearance of any plant indicate weakness and probability of dying, immediately replace that plant with a new and healthy plant of the same type and size without additional cost to the City.

All trees shall be guaranteed by the Contractor to live and grow in an acceptable upright position for a period of one year after completion and final acceptance by the City.

The Contractor, within ten (10) days of notification by the City, shall remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting, and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

Clean-Up. Upon completion of the work in this section, the Contractor shall clean-up and remove from the area all unused materials and debris resulting from the performance of the work as directed by the City.

801.6.2 Charts, Manuals, and Drawings

Subsection is hereby added to subsection 801-6 of the Standard Specifications as follows:

801-6.2.1 As-Built Drawings

Contractor shall provide City Representative with Landscape Architect signed project construction document plans, reflecting all “as-built” conditions for all project elements with two (2) sets of edge bound plots at the completion of the project at no additional cost to the City.

Contractor shall provide PDF set of electronic files, delivered to the City’s Senior Landscape Planner for permanent recordkeeping purposes.

Contractor shall dimension from two (2) permanent points of reference, building corners, sidewalk or road intersections, etc., the location of the following items:

1. Gate valves
2. Sprinkler control valves
3. Routing of control wiring
4. Rain gauge
5. Quick coupling valves
6. Point of connection components (meters, backflow preventers, etc.)
7. Other related equipment as directed by the City
8. Significant changes in routing of lateral lines from those indicated on the plans

Delivery. On or before the date of the final inspection, the Contractor shall deliver the corrected and completed design documents to the City. Delivery will not relieve the Contractor of the responsibility of furnishing required information that maybe omitted from the prints.

801-6.2.2 Controller Charts

As-built drawings shall be approved by the City before the Contractor prepares the controller charts.

Provide two (2) controller charts for each controller supplied. In the case that no controller is provided, the Contractor shall prepare a new controller chart utilizing any existing system that is being protected, as well as any new systems on line, for the existing controller(s).

The chart shall show the area controlled by the automatic controller and shall be the maximum size which the controller door will allow.

The chart is to be a reduced drawing of the actual “as-built” system. However, in the event the controlled sequence is not legible when the drawing is reduced, it shall be enlarged to a size that will be readable when reduced.

The chart shall be a blackline or blueline print and a different color shall be used to indicate the area of coverage for each station.

When completed and approved, the Contractor shall hermetically seal the chart between two pieces of plastic, each piece being a minimum of 10 mils thick.

These charts shall be completed and approved prior to final inspection of the irrigation system.

801-6.2.3 Manuals of all Equipment and Certificate of Substantial Completion

Operation and Maintenance Manuals. Prepare and deliver to the City within ten calendar days after substantial completion of the project, three hard cover binders with three rings containing the following information:

1. Index sheet stating Contractor's and subcontractor’s license numbers, address, and telephone number and list of equipment with name and address of al local supplier’s and manufacturer's representatives.

2. Catalog and specification ‘cut’ sheets materials for all hardscape and softscape and equipment installed under this contract.

3. Guarantee statement. The guarantee for the sprinkler irrigation system shall be made in accordance with the enclosed form. The Contractor shall file a complete copy of all substantial completion forms and irrigation guarantee prior to the acceptance of project by the City.

   The guarantee shall be included in the operations and maintenance manual of all equipment throughout the park.

   The guarantee shall be typed onto the Contractor’s letterhead.

4. Complete operating and maintenance instructions on all major equipment.

In addition to the above mentioned maintenance manuals, provide the City's maintenance personnel with instructions for major equipment and show evidence in writing to the City at the conclusion of the project that this service has been rendered.

801-6.3 Equipment

801-6.3.1 Loose Equipment to be Furnished. The following subsection shall be added (confirm each item with the City Inspector prior to actual turn-over):
The Contractor shall supply as a part of this contract the following tools:

1. Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.

2. Two (2) five foot valve keys for operation of gate valves.

3. One (1) quick coupler key and matching hose swivel for every five (5) of each type of quick coupling valve installed.

4. Six (6) spray nozzles of each type specified on the legend.

5. One case of spray bodies of each manufacturer specified on the legend.

6. One case of rotors of each manufacturer specified on the legend.

7. Two (2) gate valves - line sized - as specified on the legend.

8. Two (2) keys each for controller and controller enclosure doors.

    a. One remote for each controller

The above-mentioned equipment shall be turned over to the City at the conclusion of the project. Before final inspection can occur, evidence that the City has received material must be shown to the City Representative.

801-7 Guarantee

The text of the subsection shall be deleted and replaced with the following:

The guarantee period shall begin upon written notice by City of substantial compliance with plans and specifications has been achieved by Contractor.

Upon acceptance, all construction shall be guaranteed by the Contractor for a period of one year against defects in materials and workmanship.

Any settling of backfill trenches which may occur during the one year guarantee period shall be backfilled, compacted, and transitioned smoothly with adjacent gradients to the City's satisfaction by the Contractor without expense to the City, including the complete restoration of damaged planting, paving, or other improvements of any kind.

The Contractor, within ten (10) days of notification by the City Representative, shall remove and replace all guaranteed plant materials which, for any reason, fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear, and unusual abuse, or neglect accepted. We agree to repair or replace any defects in material or workmanship, including settling of backfilled areas below grade which may develop during the period of one year from date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the City. We shall make such repairs or replacements within 72 hours after receipt of written notice. In the event of our failure to make such repairs upon written notice from the City, we authorize the City to proceed to have said repairs or replacements made at our expense and we will pay the costs and charge therefore upon demand.

PROJECT:

LOCATION:

AGENCY:

SIGNED:
(Contractor)

ADDRESS:

PHONE:

DATE OF ACCEPTANCE:

801-8 PAYMENT [Add prior to first paragraph]

The payment for the irrigation system and all appurtenant installations indicated on the drawings and described in these specifications shall be included as part of the Lump Sum Contract Price in the Proposal Bid Form.

The payment for the installation of turf shall be made as part of the Sum Contract Price.

The payment for maintenance of the work per the drawings and the specifications shall be made as part of the lump sum Contract Price 90-day Plant Maintenance.

The payment for the planting and installation of trees, shrubs, and ground cover shall be included in the Contract Lump Sum Contract Price. The cost of soil amendments, fertilizing and soil conditioning, weed control, and finish grading shall be included in the Lump Sum Contract Price.

SECTION 900 – SITE FURNISHINGS

900-1 GENERAL REQUIREMENTS

900-1.1 General

Examine Plans and Specifications and include all miscellaneous metal, which is specified in other Sections. Provide all connections, anchors, bolts, and other fastenings as required. Perform all cutting, punching, drilling, and tapping required for proper assembly of the work. All installations shall be done in accordance to manufacturer's specifications.

900-1.2 Shop Drawings

1. Submit shop drawings of all work herein showing layouts, sizes, and methods of construction and installation, including sizes and types of all fastening devices.

2. Codes

   Materials and work shall conform to the governing Building Code. In case of conflict between these Specifications and the Building Code, the more stringent shall govern.

3. Delivery

   Ensure that items to be set in concrete are delivered at the proper time.

4. Measurements

   Verify all dimensions by taking field measurements. Proper fit and attachment of all items are required.

5. Coordination

   Coordinate with other trades to effect prompt delivery of all materials needed for erection or installation. Identify all bolts or other loose materials.

6. Storage

   Store materials in dry, protected areas. Protect from rusting, bleaching, and other damage. Remove any damaged items from site and replace at no cost to the City's representative.

7. Certifications

Furnish to the City's representative copies of all material certifications.

900-2 SITE FURNISHINGS

900-2.1 Receptacles

'California' series waste receptacle, model #QR-CAL2832W-A24 in natural color with craftsman etch texture and black steel funnel trash lid, by QCP, (866)703-3434. Surface mount per manufacturer's recommendations.

900-2.2 Seating Furnishings

ADA concrete picnic table, model #Q-LBT102PTADA, in natural color with craftsman etch texture, by QCP, (866)703-3434. Surface mount per manufacturer's recommendations.

'Palm' series bench, model #Q1-PS84B in natural color with craftsman etch texture, by QCP, (866)703-3434. Surface mount per manufacturer's recommendations.

900-2.3 Drinking Fountain

Hi/lo drinking fountain / bottle filler, model #10145SM, color to be green, by Most Dependable Fountains, (800)552-6331. See civil engineering plan for connection to sump. Surface mount per manufacturer's recommendations.

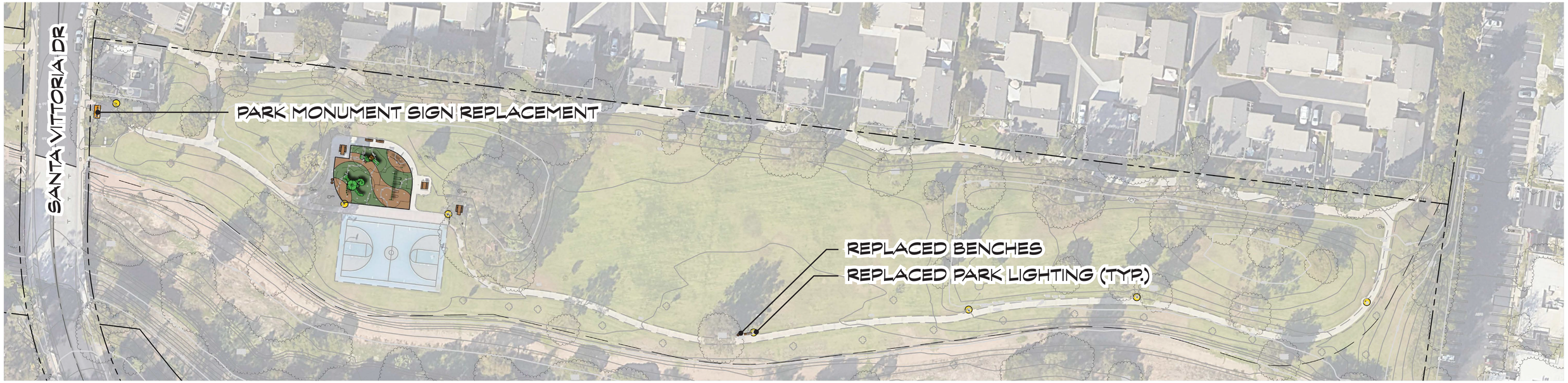
900-2.5 Exercise Equipment

6-Person Static Combo, model #SGR076, color to be green/tan, by Greenfields Outdoor Fitness, Inc., (888) 315-9037. Order # S29479. Units will be retrofitted for In-Ground Direct Bury installation method per manufacturer's recommendations.

Appendix A – Water Pollution Control Plan Template

Appendix B –SAN REMO PARK Rehablitation Project Plans

Appendix C – Certification Status Change





PARK IMPROVEMENTS

- PARK MONUMENT SIGN REPLACEMENT
- PROPOSED PLAYGROUND EQUIPMENT
- REPLACED PLAYGROUND RESILIENT SURFACING
- REPLACED PARK LIGHTING
- REPLACED CONCRETE PICNIC TABLES (1 STANDARD, 2 ADA)
- REPLACED BENCHES (3)
- REPLACED TRASH / RECYCLING RECEPTACLES (3)

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PARK IMPROVEMENTS

- PARK MONUMENT SIGN REPLACEMENT
- PROPOSED PLAYGROUND EQUIPMENT WITH SHADE CANOPIES
- REPLACED PLAYGROUND RESILIENT SURFACING
- REPLACED PARK LIGHTING
- REPLACED CONCRETE PICNIC TABLES (2 STANDARD, 1 ADA)
- REPLACED / PROPOSED BENCHES (9)
- REPLACED / PROPOSED TRASH / RECYCLING RECEPTACLES (4)
- PROPOSED DRINKING FOUNTAIN

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VEEH RANCH PARK IMPROVEMENT PROJECT

22984 SANTA VITTORIA DRIVE

CITY OF LAGUNA HILLS, CA

GENERAL NOTES:

A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF APWA STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STATE STANDARD SPECIFICATIONS, UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, ALL SAFETY ORDERS OF THE STATE INDUSTRIAL COMMISSION, TITLE 3, RULES AND REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITING, STATE OF CALIFORNIA TITLE 24, SECTION T-20-1401 THROUGH T-20-1406, AND TITLE 20, SECTION 1401-1406 ENERGY REGULATIONS.

B. THE DESIGN ADEQUACY AND SAFETY OF EXCAVATION, ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE LANDSCAPE ARCHITECT OR STRUCTURAL ENGINEER OR CONSULTANTS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE NECESSARY SAFETY PRECAUTIONS AND MEASURE NECESSARY TO EXECUTE THE WORK. OBSERVATION VISITS TO THE SITE BY THE LANDSCAPE ARCHITECT OR ANY OF HIS CONSULTANTS SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

C. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN AND / OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY'S REPRESENTATIVE.

D. THE CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE TWO (2) WORKING DAYS PRIOR TO START OF CONSTRUCTION.

E. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT THEIR OPERATIONS IN SUCH A MANNER SO AS TO PREVENT DAMAGE TO EXISTING SUBSTRUCTURES. IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND TOTAL EXPENSE FOR REPAIR AND / OR REPLACEMENT OF SAID SUBSTRUCTURE.

F. THE CONTRACTOR SHALL PROVIDE 72-HOUR NOTICE TO AFFECTED UTILITIES WHEN RELOCATION IS REQUIRED.

G. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN THE HOURS OF 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR SUNDAY, OR HOLIDAYS AT ANY TIME EXCEPT AS APPROVED BY THE CITY.

H. THE CONTRACTOR SHALL NOT BLOCK DRIVEWAYS OR VEHICULAR TRAFFIC DURING THE PROCESS OF CONSTRUCTION.

I. THE CONTRACTOR SHALL COMPLY WITH CITY TRAFFIC CONTROL STANDARDS DURING CONSTRUCTION.

J. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT BEFORE START OF CONSTRUCTION (811).

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL DURING CONSTRUCTION AND MAINTENANCE PERIOD.

L. CONTRACTOR MAY REQUEST THE USE OR SUBSTITUTION OF ENVIRONMENTALLY PREFERABLE PRODUCTS & RECYCLED PRODUCTS, WHENEVER PRACTICABLE & COST EFFECTIVE.

M. ALL REVISIONS & CHANGE ORDERS TO THE APPROVED LANDSCAPE ARCHITECTURAL PLANS & SPECIFICATIONS ARE SUBJECT TO REVIEW & APPROVAL BY THE CITY BEFORE WORK MAY CONTINUE.

N. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A 6' HIGH TEMPORARY CHAINLINK CONSTRUCTION FENCE WITH LOCKABLE GATES AROUND ALL CONSTRUCTION AREAS. FENCING SHALL BE PROVIDED WITH CONTINUOUS GREEN MESH WINDSCREEN SECURELY FASTENED AT ALL CORNERS. FENCING SHALL INCLUDE SUFFICIENT SANDBAGS TO KEEP THE FENCE IN PLACE THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL MAINTAIN FENCING UNTIL CITY'S ACCEPTANCE OF THE WORK. CONTRACTOR TO MAINTAIN 24/7 VEHICULAR ACCESS TO BOTH THE PARK & LIFT STATION.

O. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS.

P. THE CONTRACTOR SHALL MAINTAIN SANITARY TOILET FACILITIES DURING CONSTRUCTION AS REQUIRED BY APPLICABLE REGULATIONS.

Q. THE GENERAL CONTRACTOR WARRANTS TO THE CITY AND THE LANDSCAPE ARCHITECT THAT ALL MATERIALS AND EQUIPMENTFURNISHED WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS.

R. PAVING, MASONRY AND CONCRETE SUBCONTRACTORS ARE TO COORDINATE WITH THE IRRIGATION SUBCONTRACTOR FORSLEEVING, PIPING AND/OR CONDUIT INSTALLATION UNDER OR THROUGH HARDSCAPE ELEMENTS.

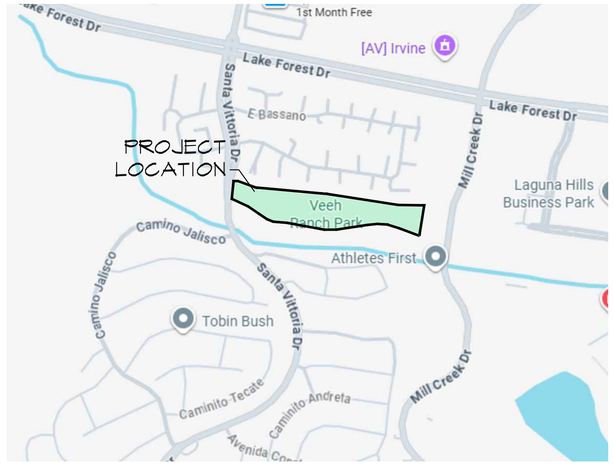
S. THE CONTRACTOR SHALL VERIFY ALL PROPERTY LINES OR LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.

T. IN THE CASE OF DISCREPANCIES IN THE DRAWINGS, SPECIFICATIONS SHALL TAKE PRECEDENCE OVER DETAILS, AND DETAILS SHALL TAKE PRECEDENCE OVER PLANS.

U. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED PROJECT UNLESS OTHERWISE SHOWN; THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES REQUIRED FOR SAME, WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES, WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS, WHETHER OF MATERIALS OR WORK, AND WHETHER PERFORMED PRIOR TO, DURING OR AFTER COMPLETION OF CONSTRUCTION, ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS BUT THEY DO NOT GUARANTEE GENERAL CONTRACTOR'S PERFORMANCE, AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.

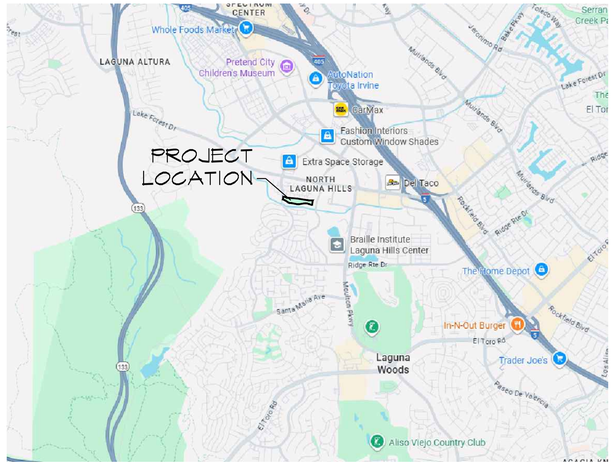
V. PLANT MATERIAL SUPPLIER AND/OR LANDSCAPE CONTRACTOR SHALL PROVIDE GUARANTEED EVIDENCE TO THE CITY THAT ALL PLANT MATERIAL IS CONSISTENT WITH THE APPROVED PLANT LEGEND CONSIDERING GENUS, SPECIES, CULTIVARS, & SIZE SPECIFIED. ALL PLANT MATERIAL NOT CONSISTENT WITH THE PLANT LEGEND MAY BE REJECTED.

LOCATION MAP:



SCALE: N.T.S.

VICINITY MAP:



SCALE: N.T.S.

PROJECT DIRECTORY:

LANDSCAPE ARCHITECT:
RJM DESIGN GROUP, INC.
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675
PHONE: (949) 493-2600
CONTACT: ANDY STEEN, LLA
ANDREW@RJMDESIGNGROUP.COM

CIVIL ENGINEER:
CIVTEC
999 CORPORATE DR., SUITE 100
LADERA RANCH, CA 92694
PHONE: (949) 463-8822
CONTACT: TOM CARCELLI, PE, QSD
TEC@CIVTEC.NET

ELECTRICAL ENGINEER:
FBA ENGINEERING
150 PAULARINO AVE., SUITE A120
COSTA MESA, CA 92626
PHONE: (949) 852-9995
CONTACT: BILL ZAVRSNICK
BILLZ@FBAENGR.COM

SHEET INDEX:

1.	T-0.00	TITLE SHEET
2.	C-0.1	TITLE SHEET
3.	C-0.2	DETAIL SHEET
4.	D-1.1	DEMOLITION PLAN
5.	C-1.1	PRECISE GRADING PLAN
6.	C-3.1	EROSION CONTROL PLAN
7.	C-4.1	HORIZONTAL CONTROL PLAN
8.	L-1.01	BASE BID CONSTRUCTION PLAN
9.	L-1.02	BASE BID CONSTRUCTION PLAN
10.	L-1.03	BASE BID CONSTRUCTION PLAN
11.	L-1.04	ADDITIVE BID CONSTRUCTION PLAN
12.	L-1.05	ADDITIVE BID CONSTRUCTION PLAN
13.	L-1.06	ADDITIVE BID CONSTRUCTION PLAN
14.	L-2.01	BASE BID CONSTRUCTION DETAILS
15.	L-2.02	BASE BID CONSTRUCTION DETAILS
16.	L-2.03	ADDITIVE BID CONSTRUCTION DETAILS
17.	L-2.04	ADDITIVE BID CONSTRUCTION DETAILS
18.	E-0.1	GENERAL NOTES AND SYMBOLS LIST
19.	E-0.2	FIXTURE SCHEDULE AND DETAILS
20.	E-0.3	TITLE 24
21.	E-1.0	SITE ELECTRICAL PLAN
22.	E-1.1	SITE ELECTRICAL PLAN
23.	E-1.2	SITE ELECTRICAL PLAN
24.	E-2.0	SITE PHOTOMETRIC PLAN
25.	E-2.1	SITE PHOTOMETRIC PLAN
26.	E-2.2	SITE PHOTOMETRIC PLAN
27.	E-3.0	ELECTRICAL SPECIFICATIONS
28.	E-3.1	ELECTRICAL SPECIFICATIONS

SURVEY RESPONSIBILITY NOTES:

A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE FIELD LAYOUT OF THE PROPOSED SITE IMPROVEMENTS INCLUDING, BUT NOT NECESSARILY LIMITED TO, HORIZONTAL AND VERTICAL CONTROL AND DIMENSIONAL COORDINATION AS NECESSARY TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS SURVEY WORK SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AND SHALL PROVIDE FOR THE SURVEY AND STAGING OF ALL CONSTRUCTION ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDING LOCATIONS, PAVING EDGES/ALIGNMENT FENCING, WALLS, LIGHT FIXTURES, SIGNS, MOW CURBS, SPECTATOR SEATING, SHADE STRUCTURES, HOME PLATES, BASE LINES, CURB AND GUTTER ALIGNMENTS, CATCH BASINS, DRAINS, ETC.

B. AN AUTOCAD-COMPATIBLE .DWG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR THEIR USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND IS INTENDED TO ASSIST THE SURVEYOR IN THE LAYOUT OF THE PROPOSED IMPROVEMENTS.

C. THE DIGITAL INFORMATION PROVIDED BY RJM DESIGN GROUP, INC. SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN FOR THE PROJECT DESCRIBED ABOVE AND SHALL NOT BE RELEASED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF RJM DESIGN GROUP, INC. THE INFORMATION CONTAINED ON THE ELECTRONIC MEDIA IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND SHALL REMAIN THE PROPERTY OF RJM DESIGN GROUP, INC.

UTILITY LOCATOR NOTES:

FOR CONSTRUCTION WORK LOCATED ON, AND ADJACENT TO THE PROJECT SITE, CONTRACTOR TO CONDUCT THE FOLLOWING:

1. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL RETAIN AN INDEPENDENT UTILITY LOCATOR COMPANY, AT THEIR OWN EXPENSE, TO VERIFY ALL EXISTING UTILITY LOCATIONS, HEIGHTS, AND DEPTHS THROUGHOUT THE ENTIRE WORK AREA. THE UTILITY LOCATOR SHALL DETERMINE THE SIZE, AND TYPE OF ALL UTILITIES, AND IF DIRECT BURIED, OR IN CONDUIT.
2. THE CONTRACTOR SHALL REPORT ALL UTILITY LOCATIONS, HEIGHTS, DEPTHS, AND CONDITIONS TO THE CITY'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY FIELD CORRECTIONS DUE TO FAILURE TO RETAIN AN INDEPENDENT UTILITY LOCATOR COMPANY AND/OR REPORT FINDINGS TO THE CITY'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
3. FOR CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT OF WAY, CONTACT DIGALERT AT 811, TO VERIFY ALL EXISTING UTILITY LOCATIONS, HEIGHTS, DEPTHS, SIZES, AND TYPE, AND IF DIRECT BURIED, OR IN CONDUIT.
4. CITY-ISSUED ENCROACHMENT PERMIT IS REQUIRED FOR POTHOLING TO VERIFY EXISTING LOCATION OF UTILITIES.
5. UTILITY LOCATOR FEES WILL BE WAIVED.

PROJECT MAINTENANCE:

- CITY PROJECT, ALL LANDSCAPE MAINTENANCE WILL BE HANDLED BY CITY CONTRACTED MAINTENANCE PROVIDERS.

SUBMITTALS:

1. 1ST SUBMITTAL - 11/05/2025
2. 2ND SUBMITTAL - 12/23/2025
3. 3RD SUBMITTAL - 03/05/2026

RECORD DRAWINGS:

CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE AS-BUILT DRAWINGS OF THE COMPLETE, INSTALLED SITE IMPROVEMENTS. CONTRACTOR'S AS-BUILT DRAWINGS WILL BE TURNED OVER TO THE CITY/PROJECT LANDSCAPE ARCHITECT FOR THE COMPLETION OF RECORD DRAWINGS FOR CITY FILES.

UTILITIES:

GAS:
SOCAL GAS
(877)238-0092

ELECTRIC:
SO. CAL. EDISON
(800)655-4555

WATER/SEWER:
EL TORO
WATER DISTRICT
(949)837-7050

UNDERGROUND SERVICE ALERT

CALL: 811

TWO WORKING DAYS BEFORE YOU DIG

RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2502
Signature
03/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
TITLE SHEET

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
T-0.00

PRECISE GRADING PLANS
VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS
COUNTY OF ORANGE, CA
STATE OF CALIFORNIA

STANDARD GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE GRADING CODE OF THE CITY OF LAGUNA HILLS AND ANY SPECIAL REQUIREMENTS OF THE PERMIT. A COPY OF THE GRADING CODE AND MANUAL SHALL BE RETAINED ON THE JOB SITE WHILE WORK IS IN PROGRESS. WHEN REFERENCED ON THE PLANS, A COPY OF ORANGE COUNTY PUBLIC WORKS STANDARD PLANS AND STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION SHALL ALSO BE RETAINED ON THE SITE.
2. GRADING SHALL NOT BE STARTED WITHOUT FIRST NOTIFYING THE GRADING INSPECTOR. A PRE-GRADING MEETING ON THE SITE IS REQUIRED BEFORE START OF GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOIL ENGINEER, ENGINEERING GEOLOGIST, GRADING INSPECTOR AND WHEN REQUIRED, THE ARCHAEOLOGIST AND PALEONTOLOGIST. THE REQUIRED INSPECTIONS FOR GRADING WILL BE EXPLAINED AT THIS MEETING.
3. ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR AN EROSION CONTROL PLAN OR PERMITS FROM OTHER AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED ON THIS PLAN.
4. THE GRADING PERMIT AND AN APPROVED COPY OF THE GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS.
5. PRELIMINARY SOIL AND GEOLOGY REPORTS, AND ALL SUBSEQUENT REPORTS AS APPROVED BY THE CITY, ARE CONSIDERED A PART OF THE APPROVED GRADING PLAN.
6. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND THE CODE WITHIN THEIR PURVIEW.
7. THE CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CODE AND ANY SPECIAL CONDITIONS OF THE PERMIT WITHIN THEIR PURVIEW.
8. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL, AFTER CLEARING AND PRIOR TO THE PLACEMENT OF FILL IN CANYON, INSPECT EACH CANYON FOR AREAS OF ADVERSE STABILITY AND DETERMINE THE PRESENCE OR ABSENCE OF SUBSURFACE WATER OR SPRING FLOW. IF NEEDED, SUBDRAINS WILL BE DESIGNED AND CONSTRUCTED PRIOR TO THE PLACEMENT OF FILL IN EACH RESPECTIVE CANYON.
9. SUBDRAIN OUTLETS SHALL BE COMPLETED AT THE BEGINNING OF THE SUBDRAIN CONSTRUCTION.
10. THE EXACT LOCATION OF THE SUBDRAINS SHALL BE SURVEYED IN THE FIELD FOR LINE/GRADE AND SHOWN ON AS-GRADED PLANS.
11. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED IN WRITING BY THE SOILS ENGINEER AND THE GRADING INSPECTOR PRIOR TO PLACING FILL.
12. FILLS SHALL BE BENCHED INTO COMPETENT MATERIAL PER ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1322.
13. ALL EXISTING FILLS SHALL BE APPROVED BY THE GRADING INSPECTOR OR REMOVED PRIOR TO PLACING ADDITIONAL FILLS.
14. FILLS SHALL BE COMPACTED THROUGHOUT TO A MINIMUM OF 90% RELATIVE COMPACTION. AGGREGATE BASE FOR ASPHALTIC AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. MAXIMUM DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-1 OR APPROVED EQUIVALENT AND FIELD DENSITY BY UNIFORM BUILDING CODE STANDARD NO. 70-2 OR APPROVED EQUIVALENT.
15. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1) EXCEPT WHERE SPECIFICALLY APPROVED OTHERWISE.
16. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY THE ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL SUBMIT RECOMMENDED TREATMENT TO THE GRADING INSPECTOR FOR APPROVAL.
17. WHERE SUPPORT OR BUTTRESSING OF CUT AND NATURAL SLOPES IS DETERMINED TO BE NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, THE SOIL ENGINEER SHALL SUBMIT DESIGN, LOCATION AND CALCULATIONS TO THE GRADING INSPECTOR PRIOR TO CONSTRUCTION. THE ENGINEERING GEOLOGIST AND SOIL ENGINEER SHALL INSPECT AND CONTROL THE CONSTRUCTION OF THE BUTTRESSING AND CERTIFY TO THE STABILITY OF THE SLOPE AND ADJACENT STRUCTURES UPON COMPLETION.
18. WHEN CUT PADS ARE BROUGHT TO NEAR GRADE, THE ENGINEERING GEOLOGIST SHALL DETERMINE IF THE BEDROCK IS EXTENSIVELY FRACTURED OR FAULTED AND WILL READILY TRANSMIT WATER. IF CONSIDERED NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, A COMPACTED FILL BLANKET WILL BE PLACED.
19. ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE SOIL ENGINEER PER THE GRADING CODE.
20. ANY EXISTING IRRIGATION LINES AND CISTERNS SHALL BE REMOVED OR CRUSHED IN PLACE AND APPROVED BY THE GRADING INSPECTOR AND SOIL ENGINEER.
21. ANY EXISTING WATER WELLS SHALL BE ABANDONED IN COMPLIANCE WITH THE SPECIFICATIONS APPROVED BY THE ORANGE COUNTY HEALTH CARE AGENCY, AND DIVISION OF ENVIRONMENTAL HEALTH.
22. ANY EXISTING CESSPOOLS AND SEPTIC TANKS SHALL BE ABANDONED IN COMPLIANCE WITH THE UNIFORM PLUMBING CODE TO THE APPROVAL OF THE GRADING INSPECTOR.
23. STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE GRADING INSPECTOR PRIOR TO EXCAVATION.
24. EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE GRADING INSPECTOR.
25. THE PERMITTEE SHALL COMPLY WITH THE GRADING CODE REQUIREMENTS FOR HAUL ROUTES WHEN AN EXCESS OF 5,000 CUBIC YARDS OF EARTH IS TRANSPORTED TO OR FROM A PERMITTED SITE ON PUBLIC ROADWAYS.
26. THE PERMITTEE IS RESPONSIBLE FOR DUST CONTROL MEASURES.
27. THE PERMITTEE SHALL GIVE RESPONSIBLE NOTICE TO THE OWNER OF ADJOINING LANDS AND BUILDINGS PRIOR TO BEGINNING EXCAVATIONS THAT MAY AFFECT THE LATERAL AND SUBJACENT SUPPORT OF THE ADJOINING PROPERTY. THE NOTICE SHALL STATE THE INTENDED DEPTH OF EXCAVATION AND WHEN THE EXCAVATION WILL COMMENCE. THE ADJOINING OWNER SHALL BE ALLOWED AT LEAST 30 DAYS AND REASONABLE ACCESS ON THE PERMITTED PROPERTY TO PROTECT HIS STRUCTURE, IF HE SO DESIRES, UNLESS OTHERWISE PROTECTED BY LAW.
28. ALL CONCRETE STRUCTURES THAT COME IN CONTACT WITH THE ON-SITE SOILS SHALL BE CONSTRUCTED WITH TYPE V CEMENT,UNLESS DEEMED UNNECESSARY BY SOLUBLE SULPHATE-CONTENT TESTS CONDUCTED BY THE SOILS ENGINEER.
29. SLOPES EXCEEDING 5 FEET IN HEIGHT SHALL BE PLANTED WITH AN APPROVED PLANT MATERIAL PRIOR TO CERTIFICATE OF OCCUPANCY. IN ADDITION, SLOPES EXCEEDING 15 FEET IN HEIGHT SHALL BE PROVIDED WITH AN APPROVED IRRIGATION SYSTEM.
30. ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN OPEN UNTIL FACILITIES TO HANDLE STORMWATER ARE APPROVED AND FUNCTIONAL; HOWEVER, IN ANY CASE, THE PERMITTEE SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
31. TEMPORARY SANITATION FACILITIES SHALL BE MAINTAINED ON THE SITE DURING THE COURSE OF CONSTRUCTION.
32. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
33. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING.
34. GRADING OPERATIONS INCLUDING MAINTENANCE OF EQUIPMENT WITHIN ONE-HALF MILE OF A HUMAN OCCUPANCY SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. DAILY, ON SUNDAY, OR ON A FEDERAL HOLIDAY.
35. ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN 1,000 FEET OF A DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS.
36. ALL OPERATIONS SHALL COMPLY WITH THE LAGUNA HILLS MUNICIPAL CODE FOR NOISE CONTROL.
37. STOCKPILING AND/OR VEHICLE STAGING AREAS SHALL BE LOCATED AS FAR AS PRACTICABLE FROM DWELLINGS AND WITHIN THE LIMITS OF THE GRADING PERMIT.
38. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
39. PAVEMENT SECTIONS SHALL BE NO LESS THAN 4" ASPHALT CONCRETE OVER 6" AGGREGATE BASE AND PRIOR TO ROUGH GRADE RELEASE FOR BUILDING PERMITS BY THE GRADING INSPECTOR, THE SOILS ENGINEER SHALL SUBMIT FOR APPROVAL, PAVEMENT SECTION RECOMMENDATIONS BASED ON 'R' VALUE ANALYSIS OF THE SUB-GRADE SOILS, AND EXPECTED TRAFFIC INDICES.
40. ASPHALT CONCRETE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD PLAN NO. 1805.
41. AGGREGATE BASE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE ORANGE COUNTY PUBLIC WORKS STANDARD NO. 1804.
42. ROOF GUTTERS SHALL BE INSTALLED TO PREVENT ROOF DRAINAGE FROM FALLING ON MANUFACTURED SLOPES.
43. THE CIVIL ENGINEER, AS A CONDITION OF ROUGH GRADE APPROVAL, SHALL PROVIDE A BLUE TOP WITH ACCOMPANYING WITNESS STAKE, SET AT THE CENTER OF EACH PAD REFLECTING THE PAD ELEVATION FOR PRECISE PERMITS AND A BLUE TOP WITH WITNESS STAKE SET AT THE DRAINAGE SCALE HIGH POINT REFLECTING THE HIGH POINT ELEVATION FOR PRELIMINARY PERMITS.
44. PRIOR TO FINAL APPROVAL, THE CIVIL ENGINEER SHALL CERTIFY TO THE GRADING INSPECTOR THE AMOUNT OF EARTH MOVED DURING THE GRADING OPERATION.
45. THE ENGINEERING GEOLOGIST SHALL PERFORM PERIODIC INSPECTION AND SUBMIT A COMPLETE REPORT AND MAP UPON COMPLETION OF THE ROUGH GRADING.
46. THE GRADING CONTRACTOR SHALL SUBMIT A STATEMENT OF COMPLIANCE TO THE APPROVED GRADING PLAN PRIOR TO FINAL APPROVAL.
47. THE COMPACTION REPORT AND APPROVAL FROM THE SOIL ENGINEER SHALL INDICATE THE TYPE OF FIELD-TESTING PERFORMED, THE METHOD OF OBTAINING THE IN-PLACE DENSITY SHALL BE IDENTIFIED WHETHER SAND CONE, DRIVE RING, OR NUCLEAR, AND SHALL BE NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
48. IN THE EVENT THAT SOIL CONTAMINATION IS DISCOVERED DURING EXCAVATION AND REMOVAL OF AN EXISTING TANK, WORK SHALL BE STOPPED UNTIL A SITE ASSESSMENT AND MITIGATION PLAN HAS BEEN PREPARED, SUBMITTED AND APPROVED BY COUNTY OF ORANGE ENVIRONMENTAL HEALTH AND THE CITY.
49. SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE CONSTRUCTION AND REPLACED AFTER CONSTRUCTION PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE.
50. RETAINING WALLS ARE NOT APPROVED PER THIS GRADING PLAN. RETAINING WALLS REQUIRE A SEPARATE BUILDING PERMIT.
51. OTHER BUILDING IMPROVEMENTS SUCH AS STAIRS, BUILDINGS, SWIMMING POOLS, ETC. REQUIRE A SEPARATE BUILDING PERMIT.

EROSION CONTROL NOTES

1. IN THE CASE OF EMERGENCY, CALL (NAME)_____AT WORK PHONE #_____, HOME PHONE #_____, OR CELLULAR PHONE # _____
2. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 TO APRIL 30 EACH YEAR). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES AT ALL TIME.
3. EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE GRADING INSPECTOR.
4. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
5. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, BERMS, AND BASINS.
6. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
7. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
8. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
9. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND THE PROPERTY OWNERS THAT DUMPING OF POLLUTANTS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
10. PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, DYES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS, ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER, CONCRETE DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
11. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
12. FOR SITES OVER ONE ACRE IN SIZE, THE CONTRACTOR IS REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWQCB) AND PREPARE AND HAVE ON SITE AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
13. THE CONTRACTOR SHALL HAVE ON SITE AN APPROVED WATER QUALITY MANAGEMENT PLAN (WQMP), AS REQUIRED BY THE CITY ENGINEERING DEPARTMENT.
14. THE CONTRACTOR SHALL COMPLY WITH SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD ORDER NO. R9-2013-0001 AS AMENDED BY ORDER NOS. R9-2015-0001 AND R9-2015-0100 AND SANTA ANA REGIONAL WATER QUALITY BOARD ORDER NO. R8-2009-0030 AS AMENDED BY ORDER NO. R8-2010-0062, AS APPLICABLE.
15. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. OPERATIONS SHALL COMPLY WITH AQMD RULE 403. FUGITIVE DUST.
16. IMPORT AND EXPORT HAULING SHALL BE LIMITED TO THE HOURS OF 9:00AM TO 4:00PM. ANY TRACKING OF MATERIAL ON THE PUBLIC WAYS SHALL BE IMMEDIATELY REMOVED BY MECHANICAL SWEEPING.

DRY SEASON REQUIREMENTS (MAY 1 THRU SEPTEMBER 30)

17. WIND EROSION BMPS (DUST CONTROL) SHALL BE IMPLEMENTED.
18. SEDIMENT CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ALL OPERATIONAL STORM DRAIN INLETS.
19. BMPS TO CONTROL OFF-SITE SEDIMENT TRACKING SHALL BE IMPLEMENTED AND MAINTAINED.
20. APPROPRIATE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER BY WASTES AND CONSTRUCTION MATERIALS.
21. APPROPRIATE NON-STORM WATER BMPS SHALL BE IMPLEMENTED TO PREVENT THE CONTAMINATION OF STORM WATER FROM CONSTRUCTION ACTIVITIES.
22. THERE SHALL BE A 'WEATHER TRIGGERED' ACTION PLAN AND THE ABILITY TO DEPLOY STANDBY SEDIMENT CONTROL BMPS AS NEEDED TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE WITHIN 48 HOURS OF A PREDICTED STORM EVENT (A PREDICTED STORM EVENT IS DEFINED AS A FORECASTED, 50% CHANCE OF RAIN).
23. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY SEDIMENT CONTROL BMPS (AT THE SITE PERIMETER, SITE SLOPES AND OPERATIONAL INLETS WITHIN THE SITE) NECESSARY TO PREVENT SEDIMENT DISCHARGES FROM EXPOSED PORTIONS OF THE SITE SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATIONS BMPS AS DESCRIBED IN ITEM H BELOW ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.
24. DEPLOYMENT OF PERMANENT EROSION CONTROL BMPS (PHYSICAL OR VEGETATION) SHOULD COMMENCE AS SOON AS PRACTICAL ON SLOPES THAT ARE COMPLETED FOR ANY PORTION OF THE SITE. STANDBY BMP MATERIALS SHOULD NOT BE RELIED UPON TO PREVENT EROSION OF SLOPES THAT HAVE BEEN COMPLETED.
25. PHASING TO BE USED TO MAINTAIN STABILIZED AREAS (VEGETATION OR IMPERVIOUS COVER) AS MUCH AS POSSIBLE DURING CONSTRUCTION, DISTURBED AREAS SHOULD BE STABILIZED AS SOON AS PRACTICAL. SLOPES INACTIVE FOR UP TO TWO WEEKS SHALL BE STABILIZED WITH SEEDING, SOIL BINDERS, MULCHING, GEOTEXTILES, OR MATS, ETC. IN ORDER TO REDUCE THE EROSIVE IMPACT OF RAIN OR RUNOFF.

WET SEASON REQUIREMENTS (OCTOBER 1 THRU APRIL 30)

26. SEDIMENT CONTROL BMP'S SHALL BE IMPLEMENTED AT THE SITE PERIMETER, AT ALL OPERATIONAL STORM DRAIN INLETS AND AT ALL NON-ACTIVE SLOPES, TO PROVIDE SUFFICIENT PROTECTION FOR STORMS LIKELY TO OCCUR DURING THE RAINY SEASON.
27. ADEQUATE PHYSICAL OR VEGETATION EROSION CONTROL BMP'S (TEMPORARY OR PERMANENT) SHALL BE INSTALLED AND ESTABLISHED FOR ALL COMPLETED SLOPES PRIOR TO THE START OF THE RAINY SEASON. THESE BMP'S MUST BE MAINTAINED THROUGHOUT THE RAINY SEASON. IF A SELECTED BMP FAILS, IT MUST BE REPAIRED AND IMPROVED, OR REPLACED WITH AN ACCEPTABLE ALTERNATE AS SOON AS IT IS SAFE TO DO SO. THE FAILURE OF A BMP MAY INDICATE THAT THE BMP, AS INSTALLED, WAS NOT ADEQUATE FOR THE CIRCUMSTANCES IN WHICH IT WAS USED. REPAIRS OR REPLACEMENTS MUST RESULT IN A MORE ROBUST BMP, OR ADDITIONAL BMP'S SHOULD BE INSTALLED TO PROVIDE ADEQUATE PROTECTION.
28. THE AMOUNT OF EXPOSED SOIL ALLOWED AT ONE TIME SHALL NOT EXCEED THAT WHICH CAN BE ADEQUATELY PROTECTED BY DEPLOYING STANDBY EROSION CONTROL AND SEDIMENT CONTROL BMP'S PRIOR TO A PREDICTED RAINSTORM.
29. A DISTURBED AREA THAT IS NOT COMPLETED BUT THAT IS NOT BEING ACTIVELY GRADED (NON-ACTIVE AREA) SHALL BE FULLY PROTECTED FROM EROSION WITH TEMPORARY OR PERMANENT BMP'S (EROSION AND SEDIMENT CONTROL). THE ABILITY TO DEPLOY STANDBY BMP MATERIALS IS NOT SUFFICIENT FOR THESE AREAS. EROSION AND SEDIMENT CONTROL BMP'S MUST ACTUALLY BE DEPLOYED. THIS INCLUDES ALL BUILDING PADS, UNFINISHED ROADS AND SLOPES.
30. SUFFICIENT MATERIALS NEEDED TO INSTALL STANDBY EROSION AND SEDIMENT CONTROL BMP'S NECESSARY TO COMPLETELY PROTECT THE EXPOSED PORTIONS OF THE SITE FOR EROSION AND TO PREVENT SEDIMENT DISCHARGES SHALL BE STORED ON SITE. AREAS THAT HAVE ALREADY BEEN PROTECTED FROM EROSION USING PERMANENT PHYSICAL STABILIZATION OR ESTABLISHED VEGETATION STABILIZATION BMP'S ARE NOT CONSIDERED TO BE 'EXPOSED' FOR PURPOSES OF THIS REQUIREMENT.

LEGAL DESCRIPTION

LOT 6 OF TRACT MAP 8333, FILED IN BOOK 342, PAGES 12 TO 18, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

APN: 588-071-04

BENCHMARK

OCS BM "3X-66-13"
ELEVATION 261.1188' [NAVD88, LEVELED 2014]

DESCRIBED BY OCS – FOUND 4" OCS ALUMINUM BENCHMARK DISK STAMPED "3X-66-13", SET IN THE NE'LY CORNER OF A 11' X 7' CONCRETE EDISON PAD, 0.5' ABOVE THE GROUND LEVEL. MONUMENT IS LOCATED IN ALONG THE WESTERLY SIDE OF MOULTON PKWY., 225' +/- N'LY FROM ITS INTERSECTION WITH EL PACIFICO DR.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF SANTA VITTORIA DRIVE SHOWN AS N 46°31'15" W ON TRACT MAP 9610, FILED IN BOOK 439, PAGES 34 TO 37, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

NOTICE TO CONTRACTOR

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO, OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING, AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ANY NECESSARY ADJUSTMENTS TO ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PREVENT DAMAGE TO ANY UTILITY FACILITIES SHOWN AND ANY OTHER FACILITIES NOT SHOWN ON THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON THESE PLANS AGREE THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THEY WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. THIS INCLUDES PROVIDING FOR THE SAFETY OF ALL PERSONS AND PROPERTY AND SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTORS AND SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND DESIGN PROFESSIONAL FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE DESIGN PROFESSIONAL.

EXISTING UNDERGROUND STRUCTURES

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND PIPES OR CONDUITS SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE THE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. LOCATE ALL UTILITIES BEFORE CONSTRUCTION.

LEGEND

PROPERTY LINE	AC	ASPHALT CONCRETE	POC	POINT OF CONNECTION
LIMITS OF GRADING	AB	AGGREGATE BASE	RD	ROOF DRAIN
	BOW	BACK OF WALK	RG	ROUGH GRADE
	BLDG	BUILDING	RL	RIDGELINE
410 EXISTING CONTOUR	CB	CATCH BASIN	ROW	RIGHT OF WAY
410.2 EXISTING SPOT ELEVATION	CLF	CHAIN LINK FENCE	SD	STORM DRAIN
	C&G	CURB & GUTTER	ST.	STREET
410 PROPOSED CONTOUR	CL	CENTERLINE	TC	TOP OF CURB
	CO	CLEANOUT	TD	TOP OF DECK
PROPOSED SLOPE	CONC	CONCRETE	TEL	TELEPHONE
	DG	DECOMPOSED GRANITE	TG	TOP OF GRATE
12"W EXISTING UTILITY LINE (TYPE AND SIZE AS NOTED)	DWY	DRIVEWAY	TF	TOP OF FOOTING
	DF	DRINKING FOUNTAIN	TMH	TOP OF MANHOLE
	ELEC	ELECTRIC	TOS	TOP OF SUBGRADE
GB GRADE BREAK LINE	EP	EDGE OF PAVEMENT	TW	TOP OF WALL
	FF	FINISHED FLOOR	S OR SEW	SANITARY SEWER
FLOWLINE	FG	FINISHED GRADE	SCO	SEWER CLEAN OUT
	FH	FIRE HYDRANT	STA	STATION
FLOW DIRECTION	FL	FLOWLINE	W OR WAT	WATER
	FS	FINISHED SURFACE	WIF	WROUGHT IRON FENCE
STORM DRAIN & GRATE	GB	GRADE BREAK	WM	WATER METER
	HP	HIGH POINT	WV	WATER VALVE
STORM DRAIN AND CLEANOUT	INV	INVERT		
	IRR OR IRRIG	IRRIGATION		
STREET LIGHT	LP	LOW POINT		
	MH	MANHOLE		
VALVE	P/A	PLANTER AREA		
	OC	ON CENTER		
CONCRETE (PEDESTRIAN) PER LANDSCAPE ARCHITECT PLANS	PCC	PORTLAND CONCRETE CEMENT		
	PP	POWER POLE		

CONSTRUCTION NOTES/ESTIMATE OF QUANTITIES

NO.	DESCRIPTION	QUANTITY
	GENERAL CONSTRUCTION NOTES	
10	PROTECT IN PLACE	-
11	NOT USED	-
12	CONSTRUCT RUBBER SURFACE PER LANDSCAPE ARCHITECT PLANS	-
	STORM DRAIN CONSTRUCTION NOTES	
20	CONSTRUCT RUBBER SURFACE PLAY AREA SUBDRAIN PER DETAIL 1, SHEET C-0.2	1 EA
21	CONSTRUCT 6" PVC, SDR 35, STORM DRAIN PIPE, BEDDING DETAIL 2, SHEET C-0.2	6 LF
22	CONNECT TO EXISTING STORM DRAIN WITH COUPLING OR CUT-IN TEE	3 EA
23	RELOCATE EXISTING STORM DRAIN TO AVOID PLAY EQUIPMENT FOOTINGS AS REQUIRED	LS
	DEMOLITION NOTES - SEE SHEET D-1.1	

NOTICE TO THE CONTRACTOR

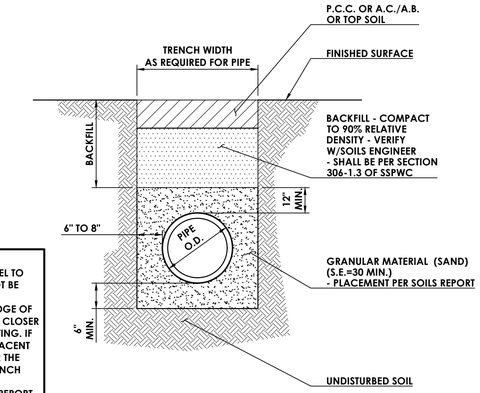
THE ESTIMATES OF IMPROVEMENT AND GRADING QUANTITIES AS SHOWN HEREON ARE PROVIDED FOR SATISFYING PLAN CHECK INFORMATION REQUIREMENTS ONLY. THE CONTRACTOR SHALL PERFORM AN INDEPENDENT ESTIMATE OF ALL IMPROVEMENT QUANTITIES INCLUDING GRADING QUANTITIES, AND SHALL USE SAME AS A BASIS FOR HIS BID(S) AND CONTRACT(S).

EARTHWORK

AREA DISTURBED:	0.07±	ACRES
CUT *	115	CUBIC YARDS
FILL *	0	CUBIC YARDS
EXPORT *	115	CUBIC YARDS
OVER-EXCAVATION *	T.B.D.	CUBIC YARDS

* THE ABOVE CUT/FILL QUANTITIES ARE FOR PERMIT PURPOSES ONLY. THIS CALCULATION DOES NOT INCLUDE SOILS FROM BUILDING OR WALL FOOTINGS, NOR UTILITY TRENCHING. THIS CALCULATION DOES NOT INCLUDE ADJUSTMENTS FOR SHRINKAGE NOR SUBSIDENCE. THIS CALCULATION ALSO ASSUMES THAT THE EXISTING CONCRETE AND ASPHALT SURFACES WILL BE REMOVED FROM THE SITE AND NOT BE REPURPOSED FOR ONSITE FILL.

THE ESTIMATES OF GRADING QUANTITIES AS SHOWN HEREON ARE PROVIDED FOR SATISFYING PLAN CHECK INFORMATION REQUIREMENTS ONLY. THE CONTRACTOR SHALL PERFORM AN INDEPENDENT ESTIMATE OF ALL IMPROVEMENT QUANTITIES, INCLUDING GRADING QUANTITIES, AND SHALL



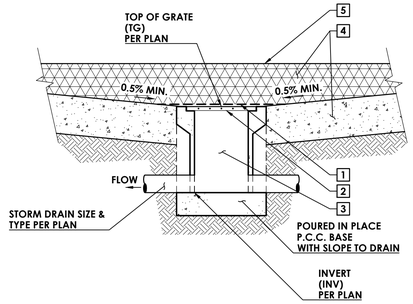
NOTE:
TRENCHES ADJACENT AND PARALLEL TO BUILDING FOUNDATIONS SHALL NOT BE BELOW A 1:1 PLANE PROJECTED DOWNWARD FROM THE BOTTOM EDGE OF THE ADJACENT FOOTING AND NOT CLOSER THAN 18" FROM THE FACE OF FOOTING. IF THIS CONDITION OCCURS THE ADJACENT FOOTING SHOULD BE DEEPENED OR THE UTILITY CONSTRUCTED AND THE TRENCH BACKFILLED AND COMPACTED PER RECOMMENDATIONS IN THE SOILS REPORT PRIOR TO FOOTING CONSTRUCTION.

NOTE:

- WATER MINIMUM COVER DEPTH = 36"
- SEWER MINIMUM COVER DEPTH = 42" TO 52" - SEE PLAN
- PLACE MARKING TAPE ON ALL BURIED PIPING OUTSIDE BUILDING FOOTPRINT.

2 UTILITY BEDDING

SCALE: N.T.S.



LEGEND

1. FILTER FABRIC MIRAFI 140N OR APPROVED EQUAL WRAPPED AROUND GRATE.
2. CAST IRON GRATE
   - BROOKS PRODUCTS 1212 OR EQUAL - 1/2" MAX. SLOT - GALVANIZED FINISH
3. PRE-CAST CONCRETE CATCH BASIN WITH FRAME
   - BROOKS PRODUCTS 1212 CB OR EQUAL
4. RUBBER SURFACING AND CONCRETE SUB-BASE PER LANDSCAPE ARCHITECT'S PLAN
5. FINISH GRADE PER PLAN

1 RUBBER SURFACE PLAY AREA SUBDRAIN

SCALE: N.T.S.

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REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

REVISIONS	DATE

SHEET TITLE
DETAIL SHEET

JOB #	101.305vr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-0.2

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**** NOTE TO CONTRACTOR:

EXACT LOCATION OF EXISTING UNDERGROUND STORM DRAIN LINES ON-SITE ARE UNKNOWN. CONTRACTOR SHALL:

- VERIFY LOCATION, SIZE, ELEVATIONS OF EXISTING STORM DRAIN AND VERIFY DESIGN AS A FIRST ITEM OF WORK. NOTIFY ENGINEER IMMEDIATELY OF ANY REQUIRED CHANGE IN DESIGN.
- IF INLET PIPES ARE FOUND CONNECTING TO EXISTING GRATES THAT ARE REMOVED DURING THE CONSTRUCTION OF THIS PROJECT (OR PIPES ARE DAMAGED OR REMOVED DURING CONSTRUCTION) THAT RUN OUTSIDE OF DEMOLITION LIMITS, NOTIFY ENGINEER IMMEDIATELY OF THE LOCATION AND SIZE TO INSURE CONTINUITY OF DRAINAGE UPSTREAM.

NOTE TO CONTRACTOR:

- LOCATION OF EXISTING FACILITIES SHOWN HEREON ARE BASED ON THE FIELD SURVEY PERFORMED BY STARLIGHT SURVEYING, INC., DATED OCTOBER, 2025, FIELD OBSERVATION AND A SEARCH OF AVAILABLE RECORDS AND MAY NOT REPRESENT ACTUAL CONDITIONS.
- CONTRACTOR MUST FIELD LOCATE ALL UTILITIES (LOCATION AND DEPTH) WITHIN WORK AREA AS A FIRST ITEM OF WORK AND VERIFY PROPOSED DESIGN IS VALID.
- CONTRACTOR SHALL PROTECT IN PLACE THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING UTILITY LINES.
- CONTRACTOR TO VERIFY AND INFORM THE CITY OF ANY FACILITIES ENCOUNTERED IN THE FIELD WHICH IS NOT SHOWN ON THIS PLAN, OR DIFFERS IN LOCATION OR SIZE, PRIOR TO REMOVAL.
- THE CITY MAY IDENTIFY AND REMOVE ANY ITEMS THEY WISH TO RETAIN PRIOR TO THE CONTRACTOR MOVE IN.

DEMOLITION GENERAL NOTES

1. CONTRACTOR SHALL CONDUCT A SURVEY OF EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED TO DETERMINE AND VERIFY THE EXTENT OF DEMOLITION REQUIRED.
2. CONTRACTOR SHALL RECORD EXISTING CONDITIONS BY USE OF PRE-CONSTRUCTION PHOTOGRAPHS, PRE-CONSTRUCTION VIDEOTAPES, AND DRAWINGS AS APPROPRIATE.
3. A SURVEY SHALL BE PERFORMED AS WORK PROGRESSES TO DETECT HAZARDS RESULTING FROM DEMOLITION ACTIVITIES.
4. CONTRACTOR SHALL KEEP INVENTORY AND RECORD THE CONDITION OF ITEMS TO BE REMOVED AND REINSTALLED AND ITEMS TO BE REMOVED AND SALVAGED.
5. CONTRACTOR SHALL COORDINATE WITH THE OWNER THE STORAGE AND DELIVERY OF ITEMS TO BE SALVAGED.
6. LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AS THE FIRST ITEM OF WORK AND PROTECT THEM FROM DAMAGE. NOTIFY OWNER IMMEDIATELY IF DAMAGE OCCURS AND ASSUME FULL RESPONSIBILITY FOR EXPENSE OF REPAIR OR REPLACEMENT. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD FIELD CONDITIONS VARY FROM THOSE SHOWN ON PLAN.
7. WHEN UNANTICIPATED ELECTRICAL, STRUCTURAL, OR OTHER ELEMENTS INCLUDING STORM DRAIN, WATER AND SEWER LINES THAT CONFLICT WITH INTENDED DESIGN ARE ENCOUNTERED, CONTRACTOR SHALL INVESTIGATE AND MEASURE THE NATURE AND EXTENT OF CONFLICT AND CONTRACTOR SHALL PROMPTLY SUBMIT A WRITTEN REPORT TO THE CITY.
8. CONTRACTOR SHALL LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED AND:
   - SHALL ARRANGE TO SHUT OFF INDICATED UTILITIES WITH UTILITY COMPANIES.
   - IF SERVICES/SYSTEMS ARE REQUIRED TO BE REMOVED, RELOCATED, OR ABANDONED, BEFORE PROCEEDING WITH DEMOLITION CONTRACTOR SHALL PROVIDE TEMPORARY SERVICES/SYSTEMS THAT BYPASS AREA OF DEMOLITION AND THAT MAINTAIN CONTINUITY OF SERVICES/SYSTEMS TO OTHER PARTS OF BUILDING AND SITE.
   - SHALL CUT OFF PIPE OR CONDUIT IN WALLS TO BE REMOVED. CAP, VALVE, OR PLUG AND SEAL REMAINING PORTION OF PIPE OR CONDUIT AFTER BYPASSING. WHERE ENTIRE WALL IS TO BE REMOVED, EXISTING SERVICES/SYSTEMS MAY BE REMOVED WITH REMOVAL OF THE WALL. CONTRACTOR SHALL CUT OFF PIPE OR CONDUIT SO IT WILL NOT BE VISIBLE IN FINISHED CONSTRUCTION.
9. CONTRACTOR SHALL PROTECT EXISTING SERVICES/SYSTEMS INDICATED AGAINST DAMAGE DURING DEMOLITION OPERATIONS.
10. INACTIVE OR ABANDONED UTILITIES SHALL BE DISCONNECTED, REMOVED, AND PLUGGED OR CAPPED SUBJECT TO THE LOCAL GOVERNING AGENCIES.
11. ACTIVE UTILITIES SHALL BE PROTECTED BY AND AT THE EXPENSE OF THE CONTRACTOR. KEEP ANY REQUIRED UTILITY IN OPERATING CONDITION DURING THE ENTIRE PERIOD OF WORK, INCLUDING EXISTING IRRIGATION SYSTEMS FOR LANDSCAPE MAINTENANCE.
12. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION WHEN IT IS OBVIOUS THAT KNOWN OBSTRUCTIONS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. ASSUME RESPONSIBILITY FOR ALL NECESSARY REVISION DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
13. CONTRACTOR SHALL CONDUCT DEMOLITION AND DEBRIS-REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
14. CONTRACTOR SHALL PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN AND:
   - SHALL PROVIDE TEMPORARY WEATHER PROTECTION, DURING THE INTERVAL BETWEEN DEMOLITION OF EXISTING CONSTRUCTION ON EXTERIOR SURFACES AND NEW CONSTRUCTION, TO PREVENT WATER LEAKAGE AND DAMAGE TO STRUCTURE AND INTERIOR AREAS.
   - SHALL PROTECT WORK THAT IS TO REMAIN OR THAT IS EXPOSED DURING DEMOLITION OPERATIONS.
   - SHALL COVER AND PROTECT EQUIPMENT THAT HAS NOT BEEN REMOVED.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN SHORING, BRACING, AND STRUCTURAL SUPPORTS AS REQUIRED TO PRESERVE STABILITY AND PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF CONSTRUCTION AND FINISHES THAT REMAIN, AND TO PREVENT UNEXPECTED OR UNCONTROLLED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED. CONTRACTOR SHALL STRENGTHEN OR ADD NEW SUPPORTS WHEN REQUIRED DURING PROGRESS OF DEMOLITION.
16. DEMOLITION AND REMOVAL WORK SHALL BE CAREFULLY PERFORMED TO AVOID DAMAGE TO EXISTING TREES NOTED ON THE PLANS TO REMAIN.
17. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ADOPTED EDITIONS OF THE UNIFORM BUILDING CODE, THE AMERICANS WITH DISABILITIES ACT, AND ALL OTHER APPLICABLE LOCAL AND STATE CODES, ORDINANCES AND REGULATIONS.
18. CONTRACTOR SHALL USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN THE LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
   - SHALL NEATLY CUT OPENINGS AND HOLES PLUMB, SQUARE, AND TRUE TO DIMENSIONS REQUIRED, USING CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. USE HAND TOOLS OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHOPPING, TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES. TEMPORARILY COVER OPENINGS TO REMAIN.
   - SHALL CUT OR DRILL FROM THE EXPOSED OR FINISHED SIDE INTO CONCEALED SURFACES TO AVOID MARRING EXISTING FINISHED SURFACES.
   - SHALL NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. AT CONCEALED SPACES, SUCH AS DUCT AND PIPE INTERIORS, VERIFY CONDITION AND CONTENTS OF HIDDEN SPACE BEFORE STARTING FLAME-CUTTING OPERATIONS. MAINTAIN FIRE WATCH AND PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME-CUTTING OPERATIONS.
   - SHALL MAINTAIN ADEQUATE VENTILATION WHEN USING CUTTING TORCHES.
   - SHALL REMOVE DECAYED, TERMITE-INFESTED, VERMIN-INFESTED, OR OTHERWISE DANGEROUS OR UNSUITABLE MATERIALS AND PROMPTLY DISPOSE OF OFF-SITE.
   - SHALL LOCATE DEMOLITION EQUIPMENT AND REMOVE DEBRIS AND MATERIALS SO AS NOT TO IMPOSE EXCESSIVE LOADS ON STRUCTURES TO REMAIN.
19. CLEAR THE SITE OF GRASS, WEED GROWTH, RUBBISH, DEBRIS, PAVEMENT, CONCRETE, INACTIVE OR ABANDONED FACILITIES (VERIFIED BY THE AGENCY), THAT ARE TO BE REMOVED FOR CONSTRUCTION OF THE SITE IMPROVEMENTS TO THE LIMITS AND DEPTHS SHOWN ON THE PLANS.
20. ABANDONED UNDERGROUND FACILITIES (VERIFIED BY THE AGENCY), ROOTS THREE INCHES IN DIAMETER AND LARGER, AND ROCKS AND BROKEN MASONRY LARGER THAN 4 INCHES IN ANY DIMENSION SHALL BE REMOVED TO A MINIMUM DEPTH OF 12" BELOW FINISH GRADE.
21. ALL DELETERIOUS MATERIALS WITHIN THE LIMITS OF THE WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR, WHO SHALL MAKE ALL NECESSARY ARRANGEMENTS AND PAY ALL RELATED COSTS.
22. CONTRACTOR SHALL REMOVE DEMOLISHED MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM AT THE CONTRACTOR'S EXPENSE IN AN EPA-APPROVED LANDFILL AND:
   - SHALL NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.
   - SHALL REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
23. CONTRACTOR SHALL NOT BURN DEMOLISHED MATERIALS.
24. CONTRACTOR SHALL CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS AND RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE DEMOLITION OPERATIONS BEGAN.

LEGEND

- LIMITS OF DEMOLITION
- PROTECT UTILITY LINE IN PLACE WITHIN DEMOLITION LIMITS
- PROTECT IN PLACE EXIST. TREE

DEMOLITION NOTES

- A PROTECT EXISTING TREE IN PLACE - CONFIRM DISPOSITION PRIOR TO DEMO. WITH LANDSCAPE ARCHITECT AND CITY
- B SAWCUT AND REMOVE EXISTING CONCRETE SIDEWALK/RAMP (COMPLETE) AND DISPOSE
- C REMOVE EXISTING PLAY SURFACE TO SUBGRADE (COMPLETE) AND DISPOSE
- D REMOVE EXISTING PLAY EQUIPMENT AND FOUNDATIONS (COMPLETE) AND DISPOSE
- E PROTECT IN PLACE - POTHOLE AND LOCATE EXISTING UNDERGROUND UTILITY LINES TO PROTECT AS REQUIRED
- F REMOVE EXISTING CATCH BASIN (COMPLETE) AND DISPOSE
- G CAP EXISTING STORM DRAIN FOR NEW CONNECTION - SEE SHEET C-1.1
- H REMOVE EXISTING SHADE STRUCTURE AND FOUNDATIONS (COMPLETE) AND DISPOSE

NOTE TO CONTRACTOR:

ALL UTILITIES SHOULD BE SHUT OFF AND CAPPED PER UTILITY COMPANY REQUIREMENTS.
CONTRACTOR SHALL COORDINATE WITH APPROPRIATE UTILITY COMPANY PRIOR TO COMMENCEMENT OF WORK.

NOTE TO CONTRACTOR:

INSTALL 6-FOOT CHAIN LINK FENCE WITH WINDSCREEN AND GATES, WHERE NECESSARY, ALONG THE PERIMETER OF THE SITE AS NEEDED. CONTRACTOR SHALL PROTECT THESE FENCES AND KEEP AREA FULLY SECURE DURING DEMOLITION. WINDSCREEN TO BE SECURELY FASTENED AT ALL CORNERS.

NOTE TO CONTRACTOR:

CONTRACTOR SHALL INSTALL TEMPORARY BMPs PRIOR TO DEMOLITION.

NOTE TO CONTRACTOR:

CONTRACTOR TO SCHEDULE A SITE WALK WITH THE CITY PRIOR TO START OF DEMOLITION TO VERIFY ALL ITEMS TO BE DEMOLISHED AND/OR SALVAGED.

SCALE: 1" = 10'
0 5 10 20

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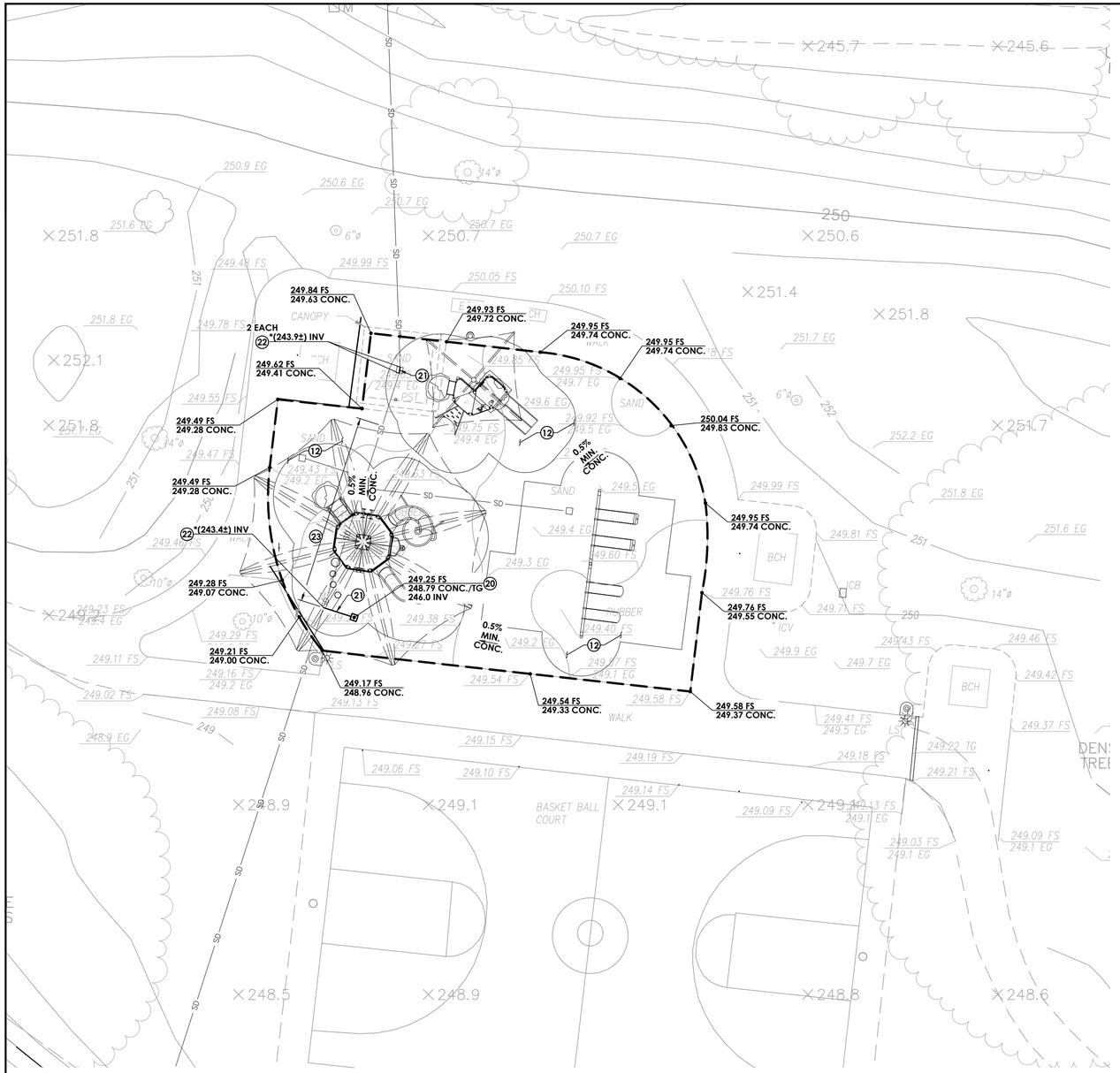
REVISIONS	DATE

SHEET TITLE
DEMOLITION PLAN

JOB #	101.305vr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
D-1.1

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GENERAL CONSTRUCTION NOTES

(10) PROTECT IN PLACE
(11) NOT USED
(12) CONSTRUCT RUBBER SURFACE PER LANDSCAPE ARCHITECT PLANS

STORM DRAIN CONSTRUCTION NOTES

(20) CONSTRUCT RUBBER SURFACE PLAY AREA SUBDRAIN PER DETAIL 1, SHEET C-0.2
(21) CONSTRUCT 6" PVC, SDR 35, STORM DRAIN PIPE, BEDDING DETAIL 2, SHEET C-0.2
(22) CONNECT TO EXISTING STORM DRAIN WITH COUPLING OR CUT-IN TEE
(23) RELOCATE EXISTING STORM DRAIN TO AVOID PLAY EQUIPMENT FOOTINGS AS REQUIRED

*** NOTE TO CONTRACTOR:**

CONTRACTOR TO VERIFY ELEVATION PRIOR TO CONSTRUCTION AND NOTIFY CIVIL ENGINEER IMMEDIATELY OF ANY DISCREPANCY.

NOTE TO CONTRACTOR:

LOCATE ALL EXISTING UTILITIES AS A FIRST ITEM OF WORK AND PROTECT THEM IN PLACE AS REQUIRED.

NOTE TO CONTRACTOR:

ALL GRADING AND EARTHWORK IS TO BE DONE IN ACCORDANCE WITH THE EARTHWORK SPECIFICATION AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

NOTE TO CONTRACTOR:

REQUIRED ACCESSIBLE PATH OF TRAVEL TO BE AT 5% MAX. RUNNING SLOPE, 2% MAX. CROSS-SLOPE, AND 48-INCH MIN. CLEAR WIDTH (CBC 11B-206.2.1).

SCALE: 1" = 10'
0 5 10 20

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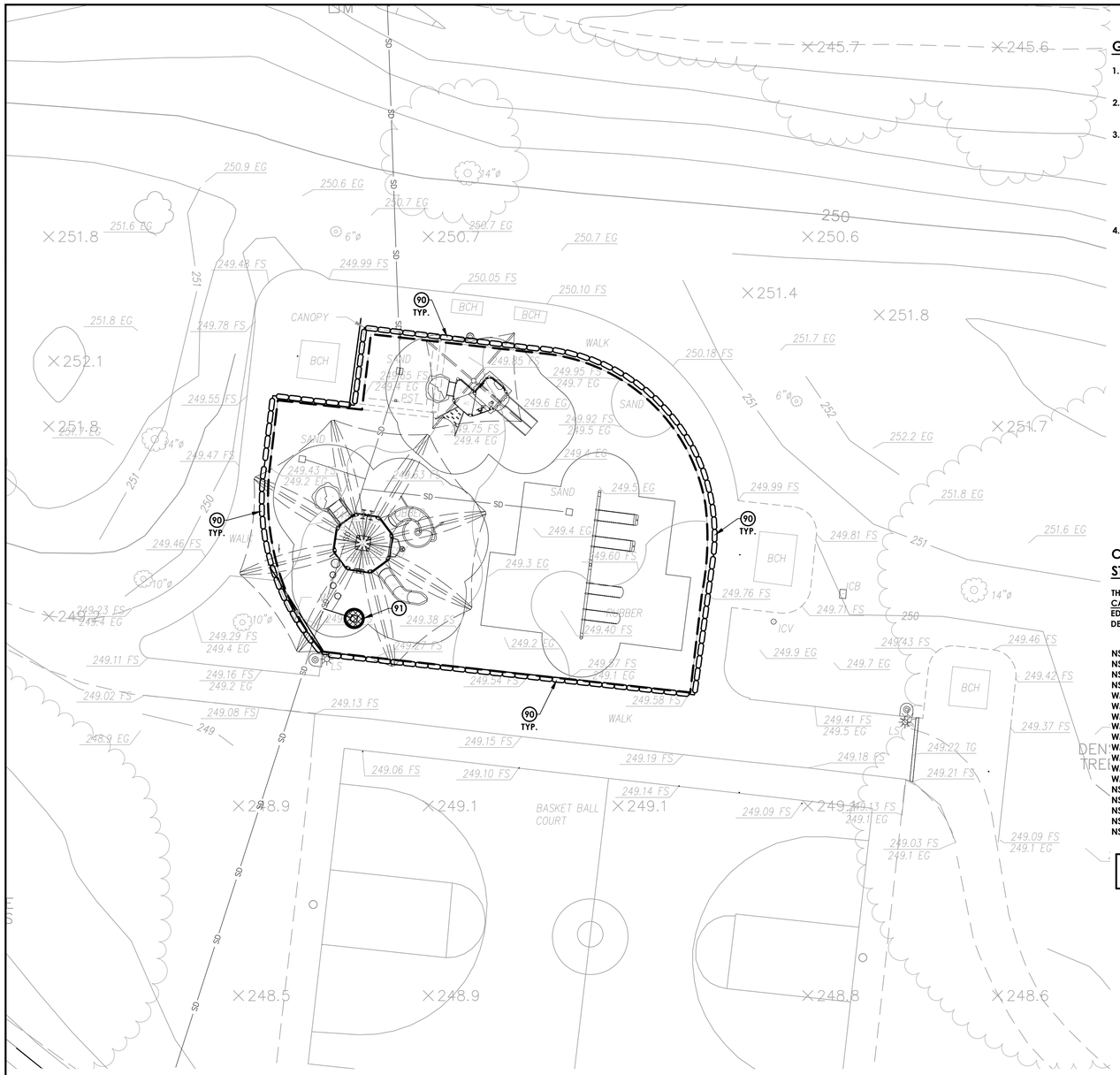
REVISIONS	DATE

SHEET TITLE
PRECISE GRADING PLAN

JOB #	101.305vr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

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GRAVELBAGS:

1. GENERAL: GRAVELBAG SHALL INCLUDE PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT TO FABRICATE AND INSTALL GRAVELBAGS AS REQUIRED TO FACILITATE THE CONTROL OF EROSION.
2. LOCATION: GRAVELBAGS SHALL BE PLACED PER PLAN, AND IN LOCATIONS SPECIFIED BY THE CITY INSPECTOR, AND IN LOCATIONS DEEMED NECESSARY BY THE CONTRACTOR.
3. FABRICATION: GRAVELBAGS SHALL BE FABRICATED USING FACTORY SEWN OR SEALED BAGS OF WOVEN POLYPROPYLENE, TREATED TO RESIST DEGRADATION BY ULTRAVIOLET LIGHT AND HAVING SUFFICIENT RESISTANCE TO TEARING TO ALLOW RELOCATION OF BAGS WITHIN SIX MONTHS OF INITIAL PLACEMENT WITH A LOSS OF NOT MORE THAN FIVE PERCENT OF THE BAGS.

   THE BAGS SHALL BE FILLED WITH SUBROUNDED TO ROUNDED GRAVEL LESS THAN 3/4-INCH IN DIAMETER, WITH LESS THAN FIVE PERCENT OF MATERIAL PASSING A NO. 30 SIEVE. THE FILLED BAGS SHALL HAVE THE OPEN ENDS SECURELY FASTENED PRIOR TO DELIVERY TO THE SITE.
4. INSTALLATION: GRAVELBAGS SHALL BE INSTALLED IN A SIDE BY SIDE MANNER TO ENTRAP SILT AND MUD, AND TO DIVERT THE FLOW OF WATER. NOTWITHSTANDING THE OTHER REQUIREMENTS OF THIS SPECIFICATION, FAILURE OF THE BAGS TO PERFORM THIS FUNCTION SHALL BE REASON TO REJECT THEIR INSTALLATION.

   GRAVELBAGS SHALL BE INSTALLED WITH THE WIDEST FACE AGAINST THE GROUND SURFACE OR THE UNDERLYING COURSE OF BAGS, AND PRESSED IN PLACE TO CONFORM TO THE UNDERLYING SURFACE. THE BAGS SHALL BE PLACED WITH THE TIED ENDS IN THE "UPHILL" OR "UPSTREAM" DIRECTION, BEGINNING AT THE LOWEST OR MOST DOWNSTREAM BAG, TIED ENDS WILL BE TUCKED UNDER BAG. SUBSEQUENT BAGS WITHIN ONE COURSE OF BAGS SHALL BE PLACED SO AS TO REST UPON THE TIED END OF THE PREVIOUSLY PLACED BAG, WITH NOT LESS THAN 10 PERCENT OF THE BAG IN CONTACT WITH THE PREVIOUS BAG, AND NOT MORE THAN 20 PERCENT IN CONTACT.

   SUBSEQUENT COURSES OF BAGS SHALL BE PLACED AS DESCRIBED PREVIOUSLY, WITH THE MID-POINT OF THE BAGS STRADDLING THE JOINTS OF BAGS IN THE UNDERLYING ROW.

   CONSTRUCTION OF A GRAVELBAG BERM PERPENDICULAR TO THE DIRECTION OF FLOW SHALL INCORPORATE BAGS PLACED IN A "PYRAMID" CONFIGURATION, WITH ALL INDIVIDUAL BAGS ORIENTED PERPENDICULAR TO THE DIRECTION OF FLOW. THE BERM SHALL BE CONSTRUCTED WITH A SPECIFIED NUMBER OF ROWS AT THE BOTTOM (IN CONTACT WITH THE GROUND), WITH SUCCESSIVELY FEWER ROWS IN EACH OVERLYING COURSE. THE UPSTREAM AND DOWNSTREAM FACES OF THE BERM SHALL BE NO STEEPER THAN 1 1/2 FEET HORIZONTAL TO 1 VERTICAL.

   DAMAGE WHICH COULD FORESEEBLY BE PREVENTED BY PROPER GRAVELBAG INSTALLATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

CONSTRUCTION STORMWATER MITIGATION MEASURES (BMPs)

THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2019, OR THE LATEST REVISED EDITION, APPLY DURING THE CONSTRUCTION OF THIS PROJECT. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS)

- NS-1 WATER CONSERVATION PRACTICES *
- NS-2 DEWATERING OPERATIONS *
- NS-3 PAVING OPERATIONS
- NS-7 POTABLE WATER/IRRIGATION *
- WM-1 MATERIAL DELIVERY AND STORAGE *
- WM-2 MATERIAL USE *
- WM-3 STOCKPILE MANAGEMENT *
- 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 *
- NS-8 VEHICLE AND EQUIPMENT CLEANING *
- NS-9 VEHICLE AND EQUIPMENT FUELING *
- NS-10 VEHICLE AND EQUIPMENT MAINTENANCE *
- NS-12 CONCRETE CURING
- NS-13 CONCRETE FINISHING
- WE-1 WIND EROSION CONTROL
- TC-1 STABILIZED CONSTRUCTION ENTRANCE
- TC-3 ENTRANCE OUTLET TIRE WASH
- SE-1 SILT FENCE
- SE-4 CHECK DAMS
- SE-5 FIBER ROLLS
- SE-6 GRAVEL BAG BERM
- SE-7 STREET SWEEPING AND VACUUMING
- SE-9 STRAW BALE BARRIERS
- SE-10 STORM DRAIN INLET PROTECTION
- EC-1 SCHEDULING
- EC-2 PRESERVATION OF EXISTING VEGETATION
- EC-5 SOIL BINDERS

NOTE:
* LOCATIONS TO BE DETERMINED BY CONTRACTOR AND APPROVED BY CITY INSPECTOR

NPDES NOTES:

1. IN THE CASE OF EMERGENCY, CALL _____
   AT WORK PHONE # _____ TO BE COMPLETED BY CONTRACTOR
   OR HOME PHONE # _____
2. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.
3. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TACKING, OR WIND.
4. APPROPRIATE BMP'S FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.
5. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES UNLESS TREATED TO REDUCE OR REMOVE SEDIMENT AND OTHER POLLUTANTS.
6. ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OR THE REQUIRED BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
7. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
8. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.
9. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPER CHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
10. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NONCONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
11. GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
12. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
13. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
14. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES, AND PROPERTY OWNERS: THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
15. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
16. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
17. SEDIMENTS FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE, AND STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.
18. APPROPRIATE BMPS FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS OR RESIDUES SHALL BE IMPLEMENTED AND RETAINED ON SITE TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTY BY WIND OR RUNOFF.

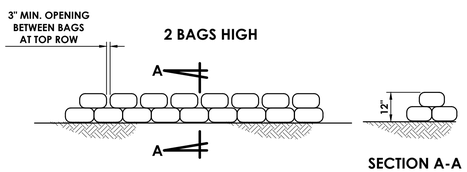
EROSION CONTROL CONSTRUCTION NOTES

(90) INSTALL GRAVEL BAGS (SE-8)
(91) INSTALL STORM DRAIN INLET PROTECTION (SE-10)

LEGEND

GRAVEL BAGS (SE-8)
STORM DRAIN INLET PROTECTION (SE-10)

SCALE: 1" = 10'
0 5 10 20



SECTION A-A

SE-8 GRAVEL BAG DETAILS SCALE: N.T.S.

PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN APPROVAL FROM CITY FOR LOCATIONS OF THE FOLLOWING AREAS:

- MATERIAL DELIVERY AND STORAGE AREA
  BMPS TO BE IMPLEMENTED: WM-1, WM-2, WM-4 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- WASTE COLLECTION AREA
  BMPS TO BE IMPLEMENTED: WM-5, WM-6, WM-9 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- VEHICLE CLEANING, FUELING AND MAINTENANCE AREA
  BMPS TO BE IMPLEMENTED: WM-4, NS-8, NS-9, NS-10 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)
- CONCRETE TRUCK WASHOUT AREA
  BMPS TO BE IMPLEMENTED: WM-8 (LOCATION MAY BE MODIFIED BY CONTRACTOR WITH CITY APPROVAL)

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VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

REVISIONS	DATE

SHEET TITLE
EROSION CONTROL PLAN

JOB #	101.305vr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
C-3.1

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BENCHMARK

OCS BM "3X-66-13"
ELEVATION 261.1188' [NAVD88, LEVELED 2014]

DESCRIBED BY OCS – FOUND 4" OCS ALUMINUM BENCHMARK DISK STAMPED "3X-66-13". SET IN THE NE'LY CORNER OF A 11' X 7' CONCRETE EDISON PAD, 0.5' ABOVE THE GROUND LEVEL. MONUMENT IS LOCATED IN ALONG THE WESTERLY SIDE OF MOULTON PKWY., 225' +/- N'LY FROM ITS INTERSECTION WITH EL PACIFICO DR.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE BEARING OF SANTA VITTORIA DRIVE SHOWN AS N 46°31'15" W ON TRACT MAP 9610, FILED IN BOOK 439, PAGES 34 TO 37, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

POINT TABLE		
POINT #	NORTHING	EASTING
11	2174961.19	6108423.99
14	2175123.97	6108252.50
100	2175428.53	6108422.67
101	2175454.21	6108440.17
102	2175425.11	6108458.63

NOTE TO CONTRACTOR:

A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE FIELD LAYOUT OF THE PROPOSED SITE IMPROVEMENTS INCLUDING, BUT NOT NECESSARILY LIMITED TO, HORIZONTAL AND VERTICAL CONTROL AND DIMENSIONAL COORDINATION AS NECESSARY TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS SURVEY WORK SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AND SHALL PROVIDE FOR THE SURVEY AND STAGING OF ALL CONSTRUCTION ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDING LOCATIONS, PAVING EDGES/ALIGNMENT FENCING, WALLS, LIGHT FIXTURES, SIGNS, MOW CURBS, SEATING, SHADE STRUCTURES, PLAY FIELDS AND APPURTENANCES,, CURB AND GUTTER ALIGNMENTS, CATCH BASINS, DRAINS, ETC.

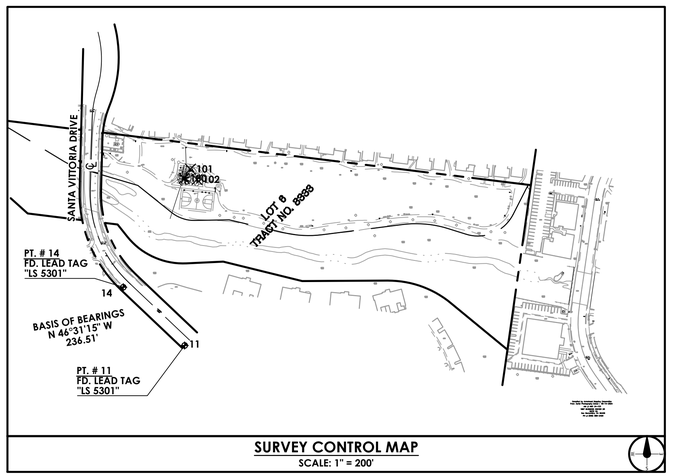
B. AN AUTOCAD-COMPATIBLE .DWG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR HIS USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND IS INTENDED TO ASSIST THE SURVEYOR IN THE LAYOUT OF THE PROPOSED IMPROVEMENTS.

THESE ELECTRONIC FILES ARE NOT CONSTRUCTION DOCUMENTS. DIFFERENCES MAY EXIST BETWEEN THESE ELECTRONIC FILES AND CORRESPONDING HARD COPY CONSTRUCTION DOCUMENTS ISSUED FOR PUBLIC BID. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS AND THE ELECTRONIC FILES, THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS SHALL GOVERN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IF ANY CONFLICT EXISTS AND SHALL BRING ANY DISCREPANCIES TO THE PROJECT LANDSCAPE ARCHITECT'S ATTENTION PRIOR TO ANY FIELD LAYOUT. BY THE CONTRACTOR'S USE OF THESE ELECTRONIC FILES, THEY ARE NOT RELIEVED OF THEIR DUTY TO FULLY COMPLY WITH THE CONTRACT DOCUMENTS, INCLUDING, AND WITHOUT LIMITATION, THE NEED TO CHECK, CONFIRM, AND COORDINATE ALL DIMENSIONS AND DETAILS, TAKE FIELD MEASUREMENTS, VERIFY FIELD CONDITIONS, AND COORDINATE THE WORK WITH THAT OF OTHER CONTRACTORS FOR THE PROJECT.

THE DIGITAL INFORMATION PROVIDED BY civTEC SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN FOR THE PROJECT DESCRIBED ABOVE AND SHALL NOT BE RELEASED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF civTEC. THE INFORMATION CONTAINED ON THE ELECTRONIC MEDIA IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND SHALL REMAIN THE PROPERTY OF civTEC.

GENERAL NOTES

1. CONTRACTOR SHALL REFERENCE ARCHITECTURAL AND/OR LANDSCAPE PLANS FOR ADDITIONAL HARDSCAPE REQUIREMENTS AND DETAILS.
2. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING LANDSCAPE AND HARDSCAPE IMPROVEMENTS AS NECESSARY TO CONSTRUCT IMPROVEMENTS SHOWN HEREON.
3. ALL SIDEWALKS, CURB RETURNS, AND ACCESS POINTS SHALL MEET TITLE 24 AND AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.



SURVEY CONTROL MAP
SCALE: 1" = 200'

SCALE: 1" = 10'
0 5 10 20

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REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

REVISIONS	DATE

SHEET TITLE
HORIZONTAL CONTROL PLAN

JOB #	101.305vr (civTEC
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DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

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1	PLAY EQUIPMENT	DETAIL: 1 SHEET: L-2.02
2	RESILIENT SURFACING	DETAIL: 4 & 5 SHEET: L-2.01
3	BENCH	DETAIL: 2 SHEET: L-2.01
4	ACCESSIBLE CONCRETE PICNIC TABLE	DETAIL: 1 SHEET: L-2.01
5	CONCRETE PICNIC TABLE	DETAIL: 2 SHEET: L-2.02
6	TRASH RECEPTACLE	DETAIL: 3 SHEET: L-2.01
7	RECYCLING RECEPTACLE	DETAIL: 3 SHEET: L-2.01
8	MONUMENT SIGN	DETAIL: 6 SHEET: L-2.01
9	LIGHT FIXTURE & POLE	REFER TO ELECTRICAL PLANS.

0' 10' 20' 40'

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LICENSED LANDSCAPE ARCHITECT
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STATE OF CALIFORNIA
Signature
6/30/2027
Renewal Date
3/31/2026
Date

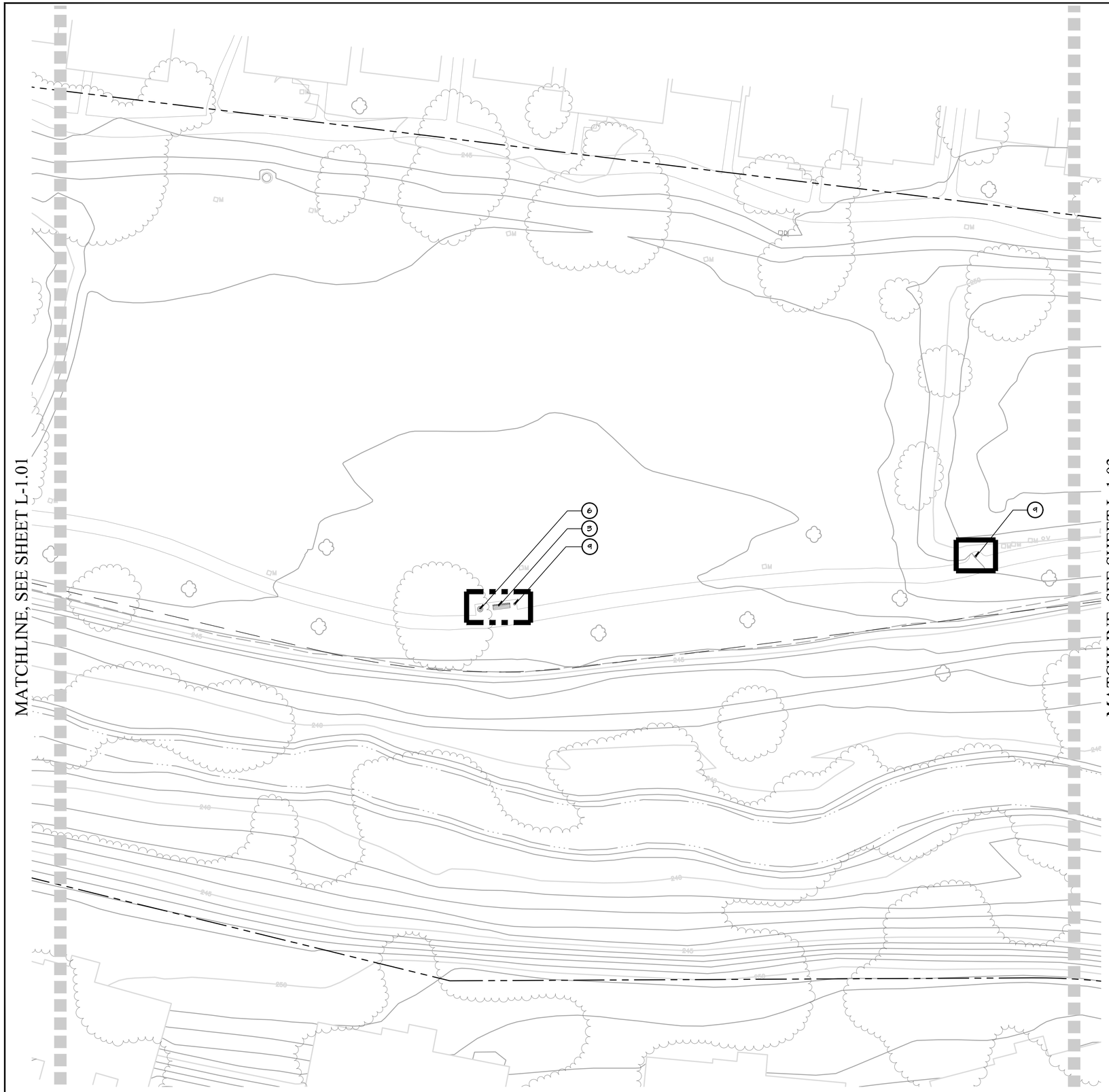
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9	LIGHT FIXTURE & POLE	REFER TO ELECTRICAL PLANS.

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LARRY P. RYAN LICENSE NO. 2502
Signature
06/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

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SHEET TITLE

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LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2502
STATE OF CALIFORNIA
Signature
12/30/2021
Renewal Date
3/31/2026
Date

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3	BENCH	DETAIL: 2 SHEET: L-2.01
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8	MONUMENT SIGN	DETAIL: 2 SHEET: L-2.03
9	LIGHT FIXTURE & POLE	REFER TO ELECTRICAL PLANS.
10	SHADE CANOPY ON 2-5 STRUCTURE	DETAIL: 1 SHEET: L-2.03
11	SHADE CANOPY ON 5-12 STRUCTURE	DETAIL: 1 SHEET: L-2.03
12	DRINKING FOUNTAIN	DETAIL: 1 SHEET: L-2.04
13	CONCRETE PAVING	DETAIL: 2 SHEET: L-2.04

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LARRY P. RYAN LICENSE NO. 3592
Signature
04/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

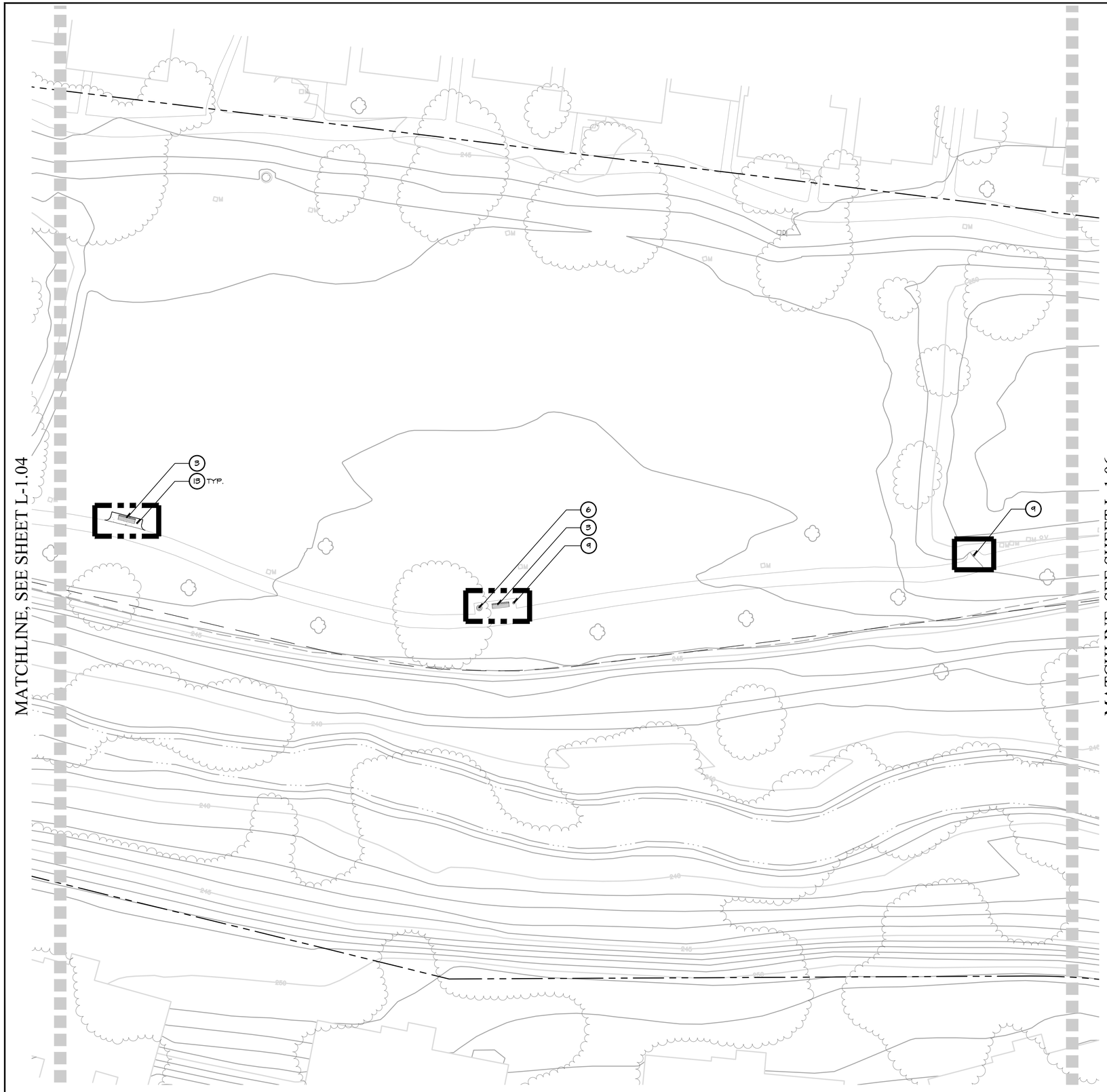
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2	RESILIENT SURFACING	DETAIL: 4 & 5 SHEET: L-2.01
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13	CONCRETE PAVING	DETAIL: 2 SHEET: L-2.04

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STATE OF CALIFORNIA
Signature
09/30/2027
Renewal Date
3/31/2026
Date

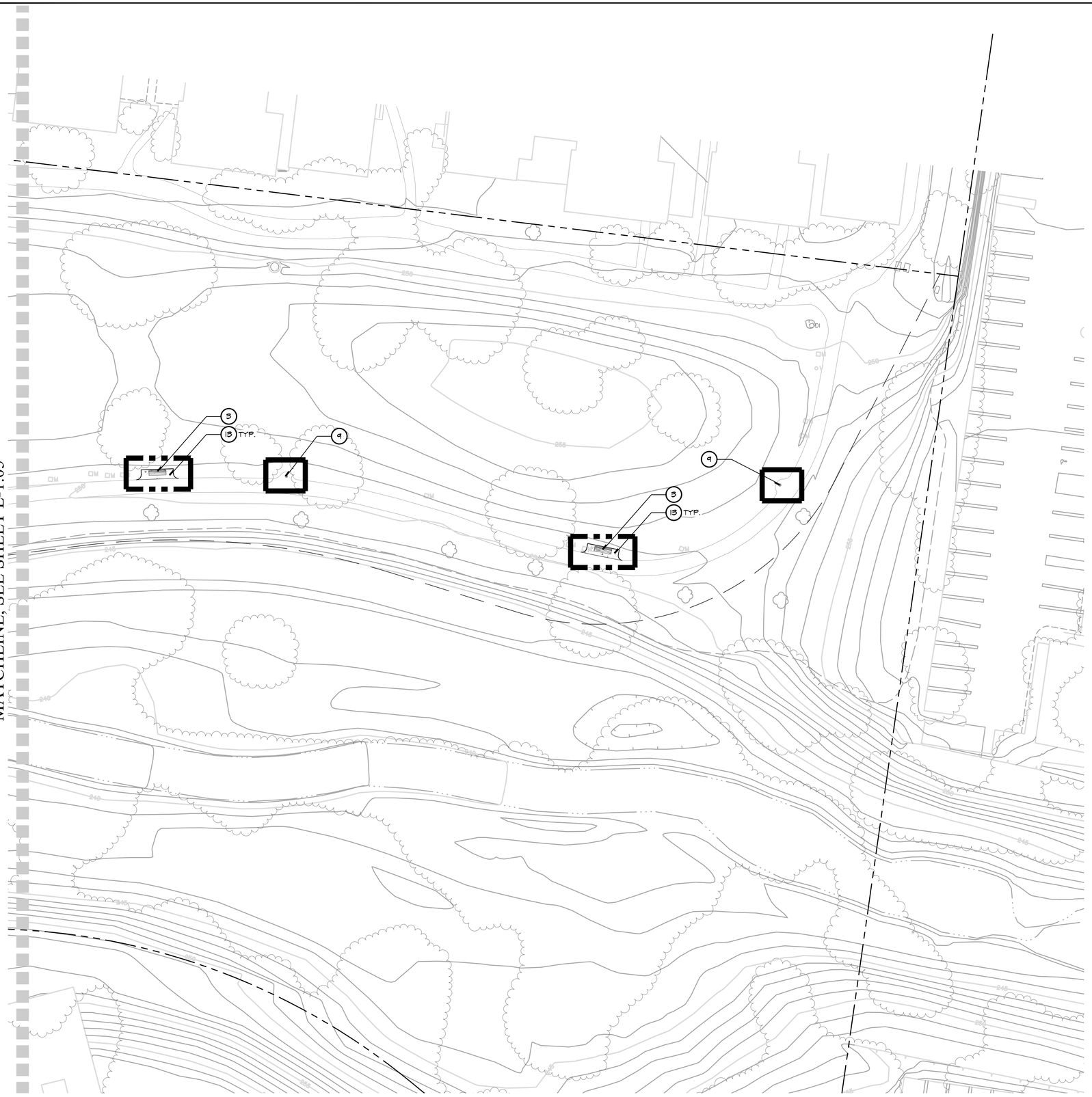
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SHEET TITLE
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13	CONCRETE PAVING	DETAIL: 2 SHEET: L-2.04

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Signature
09/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

ADDITIVE BID CONST. PLAN

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DRAWN	CH
CHECKED	AS
DATE	3/31/2026

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QUANTITY: ___

CONCRETE COLOR: ✓ NATURAL; ○ FRENCH GREY; ○ MISSION WHITE; ○ LATTE; ○ CUSTOM

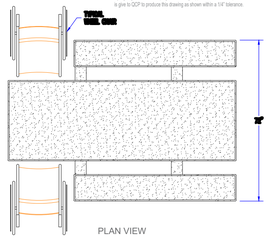
CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH; ○ HONED; ○ STRATA

SEALER: PERMASHIELD 4200 SEALER

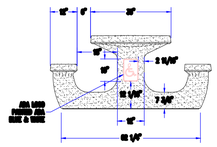
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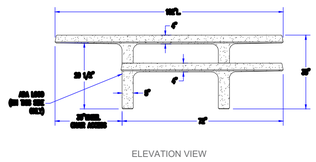
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
5,000 P.S.I. CONCRETE
DISABLED ACCESS COMPLIANT
REINFORCED WIREBAR & NYLON FIBERS
5 YR GUARANTEE



PLAN VIEW



SIDE VIEW



ELEVATION VIEW

QCP www.qcp-corp.com	PLAN TYPE: CONSTRUCTION PLAN	DATE: 3/31/26	FILE NO.: 315-03-cd-L-2.01	SHEET: 1
	PRODUCT: Q-LBT102PTADA | PICNIC TABLE | LBT ADA	SCALE: 3/8" = 1'	DRAWN BY: -----	OF: 1
	PROJECT NAME:	PC NO.:	QC ITEM NO.:	

1 ADA CONCRETE PICNIC TABLE

PRODUCT: ######## | WEIGHT: 1,918 lbs (CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ____

CONCRETE COLOR: ✓ QUAIL HILL RED; ✓ NATURAL; ○ MISSION WHITE; ○ LATTE; ○ HARVEST; ○ FRENCH GREY; ○ BUNGALOW; ○ ADOBE TAUPE; ○ CUSTOM COLOR

CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH; ○ STRATA

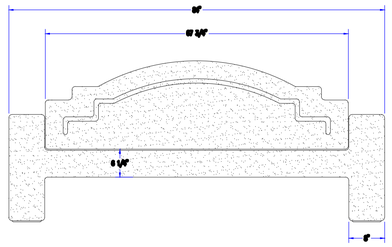
SEALER: STANDARD SEALER

Authorized Signature ____ Date

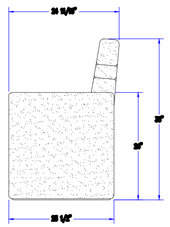
By signing above or stamping this drawing "approved" or "no exception taken" authorization is give to QCP to produce this drawing as shown within a 1/4" tolerance.

NOTE:
QUICKCRETE RECOMMENDS USING EPOXY TO ANCHOR THE BENCH TO A CONCRETE FOOTING.

GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".



FRONT ELEVATION VIEW



SIDE VIEW

HARDWARE LIST	
QTY	TYPE
1	SIKAFLEX

QCP www.qcp-corp.com	PLAN TYPE: CONSTRUCTION PLAN	DATE: 2/6/17	FILE NO.: 315-03-cd-L-2.01	SHEET: D
	PRODUCT: ######## | ###### | #####	SCALE: 3/4" = 1"	DRAWN BY: -----	OF: -
	PROJECT NAME:	PC NO.:	QC ITEM NO.:	

2 BENCH

PRODUCT: QR-CAL2832W-A24 | WEIGHT: 710 lbs. (CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ___

CONCRETE COLOR: ✓ NATURAL; ○ MISSION WHITE; ○ CUSTOM; ○ FRENCH GREY; ○ LATTE

CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH; ○ HONED; ○ STRATA

SEALER: PERMASHIELD 4200 SEALER

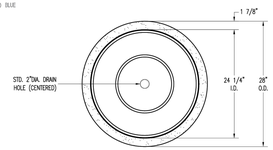
Authorized Signature ____ Date

By signing above or stamping this drawing "approved" or "no exception taken" authorization is give to QCP to produce this drawing as shown within a 1/4" tolerance.

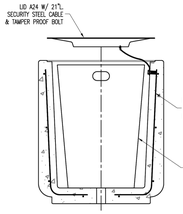
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
STD. 2"DIA. DRAIN HOLE

LID MATERIAL: ○ ALUMINUM; ○ STEEL

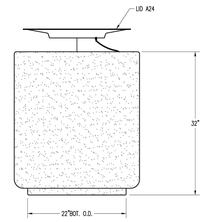
LID COLORS: ○ BLACK; ○ GRAY; ○ BROWN; ○ BLUE



PLAN VIEW



SECTION VIEW

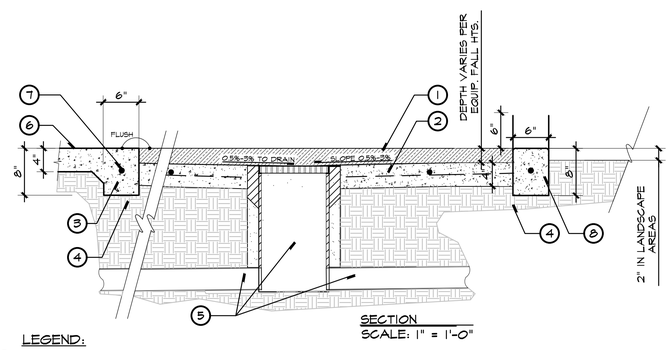


ELEVATION VIEW

HARDWARE LIST	
QTY	TYPE
	(LID A24) 24"O.D. x 12"I.D. ROUND FUNNEL LID
	SECURITY CABLE AND BOLT
	(QR-PL278) 26 GAL. PLASTIC LINER

QCP www.qcp-corp.com	PLAN TYPE: CONSTRUCTION PLAN	DATE: 6/12/23	FILE NO.: QR-CAL2832W-A24	SHEET: 1
	PRODUCT: QR-CAL2832W-A24 | WASTE CONT. | CALIFORNIA	SCALE: 3/4" = 1'	DRAWN BY: -----	OF: 1
	PROJECT NAME:	PC NO.:	QC ITEM NO.:	

3 TRASH / RECYCLING RECEPTACLE



SECTION
SCALE: 1" = 1'-0"

LEGEND:

1. RESILIENT SURFACING. DEPTH RATED FOR REQUIRED FALL HEIGHT. SEE SPECIFICATIONS. FOR RESILIENT SURFACED COLOR SEE FINISH SCHEDULE.
2. 4" CONCRETE BASE W/#3 REBAR @ 18" O.C. SLOPE CONCRETE 0.5%-3% TO DRAIN. MAINTAIN POSITIVE DRAINAGE TO DRAIN INLETS. SEE CIVIL PLANS.
3. THICKENED CONCRETE EDGE AT PLAY AREA.
4. COMPACTED, MOISTURE-CONDITIONED SUBGRADE.
5. SUB-DRAINAGE SYSTEM CATCH BASIN, FILTER FABRIC, AND DRAIN PIPE SIZING PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.
6. EXISTING CONCRETE PAVING.
7. #3 REBAR, CONT.
8. 6" WIDE CONCRETE PLAY BAND

NOTES:

A. RESILIENT SURFACING SHALL BE INSTALLED WITH UV ALIPHATIC BINDER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

B. RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.

C. CONTRACTOR SHALL SUBMIT 12"X12" COLOR SAMPLE OF EACH COLOR SPECIFIED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

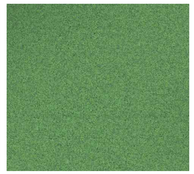
D. RESILIENT SURFACING SHALL BE POURED-IN-PLACE BY: **SPECTRATURF.** OR APPROVED EQUAL. CONTACT: **KASSI HOVE, (800)875-5788.** SEE SPECIFICATIONS.

E. CHECK WITH MANUFACTURER OF INSTALLED PLAYGROUND EQUIPMENT FOR ALL FALL HEIGHTS/CLEARANCES.

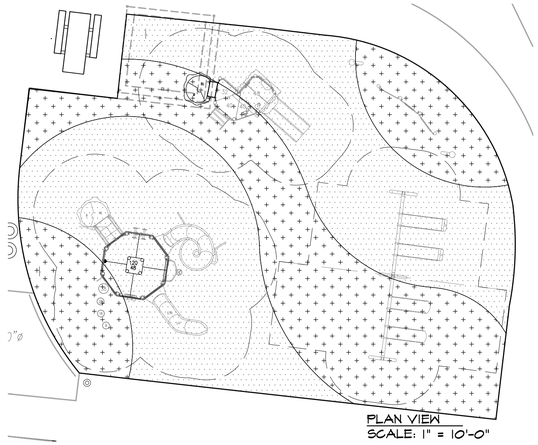
4 RESILIENT SURFACING



MIX COMPOSITION:
75% SANDSTONE BEIGE
25% CHESTNUT BROWN



MIX COMPOSITION:
50% SHAMROCK GREEN
50% LIME GREEN



PLAN VIEW
SCALE: 1" = 10'-0"

RESILIENT SURFACING FINISH SCHEDULE:

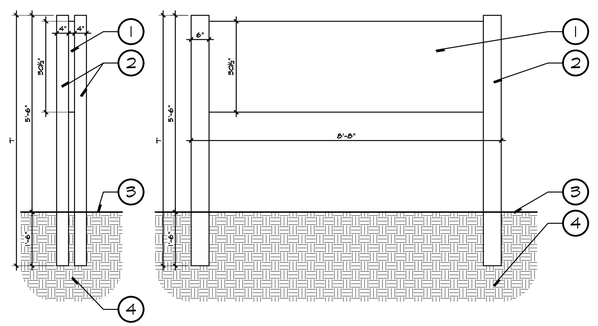
A	RESILIENT SURFACING. COLOR: **50% SHAMROCK GREEN, 50% LIME GREEN**. SEE NOTES BELOW.
B	RESILIENT SURFACING. COLOR: **75% SANDSTONE BEIGE, 25% CHESTNUT BROWN**. SEE NOTES BELOW.

SPECIAL NOTES:

1. RESILIENT SURFACING AVAILABLE FROM: **SPECTRATURF.** SEE ABOVE FOR COLOR SELECTION.
2. CONTACT: **SPECTRATURF, (800)875-5788.**

5 RESILIENT SURFACING LAYOUT





LEGEND:

1. 30½" HIGH x 104" WIDE x 2" THICK SINGLE SIDED, HDU SAND-BLASTED SIGN AVAILABLE FROM AMERICA'S SIGNS, (714)693-2989. SIGN TO HAVE RAISED BORDER WITH RECESSED, BACKGROUND TO BE SAND-BLASTED FINISH. INNER BORDER TO BE LEVEL WITH THE RECESSED & PAINTED BLUE TO MATCH RAISED TEXT. OUTSIDE RAISED BORDER TO BE PAINTED DARK BROWN. CIRCLE TO RECEIVE CITY LOGO TO BE LEVEL WITH THE RECESSED BACKGROUND WITH SMOOTH FINISH. PARK NAME TO READ "VEEH RANCH PARK".
2. FOUR (4) 4"x6" HDU POSTS TO BE 84" TALL, INSTALLED 18" BELOW FINISHED GRADE.
3. FINISHED GRADE.
4. 95% COMPACTED MOISTURE-CONDITIONED SUBGRADE.

UNDERGROUND SERVICE ALERT
CALL: 811
TWO WORKING DAYS BEFORE YOU DIG

6 PARK MONUMENT SIGN

RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY F. RYAN LICENSE NO. 2552
Signature
09/30/2027 Renewal Date
3/31/2026 Date
STATE OF CALIFORNIA

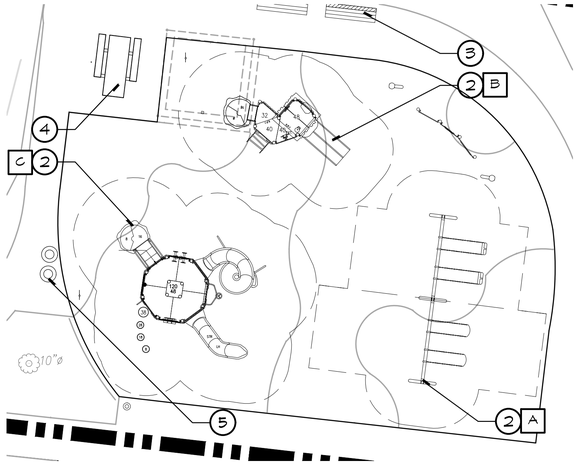
REVISIONS	DATE

SHEET TITLE
BASE BID CONST. DETAILS

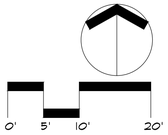
JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.01

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A 2-BAY SWINGS
B 2-5 PLAY STRUCTURE
C 5-12 PLAY STRUCTURE

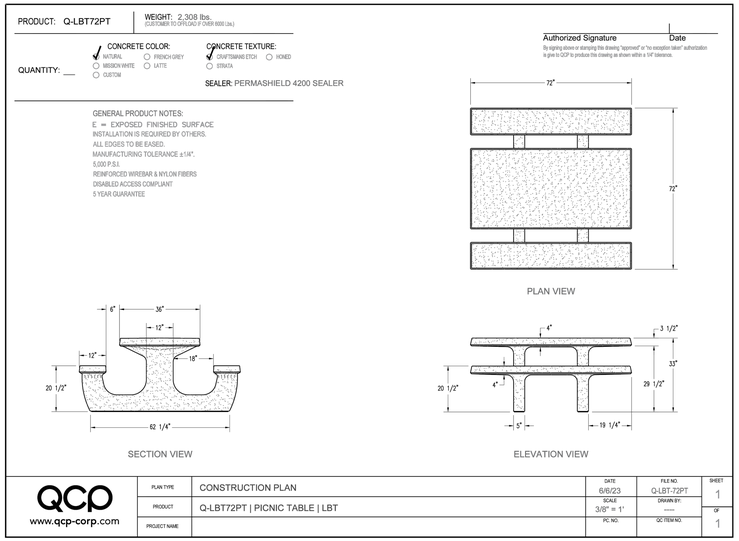


LEGEND:

1. INSTALL RESILIENT SURFACING PER DETAIL 4 & 6, SHEET L-2.01. RESILIENT SURFACING SHALL BE "SPECTRATURF" OR APPROVED EQUAL AND INSTALLED BY CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT 12"X12" SAMPLE OF EACH COLOR TO THE CITY PRIOR TO INSTALLATION. CONTACT: SPECTRATURF, (800)873-5788. SEE SPECIFICATIONS.
2. INSTALL PLAYGROUND EQUIPMENT BY: LANDSCAPE STRUCTURES, TO BE PROVIDED BY: COAST RECREATION OR APPROVED EQUAL. CONTACT: ALLISON HEPBURN (714) 619-0100. DRAWING NUMBER: 1194514-03-01.
3. INSTALL BENCH. SEE DETAIL 2, SHEET L-2.01.
4. INSTALL CONCRETE PICNIC TABLE. SEE DETAIL 1, SHEET L-2.01.
5. INSTALL CONCRETE TRASH RECEPTACLE. SEE DETAIL 3, SHEET L-2.01.

NOTES:

A. SEE CIVIL PLANS FOR GRADING AND DRAINAGE PLAN.
B. LANDSCAPE STRUCTURES EQUIPMENT SHALL BE INSTALLED BY A CERTIFIED "NATIONAL PLAYGROUND SAFETY INSTITUTE" INSTALLER APPROVED BY THE MANUFACTURER AND THE CITY. CONTRACTOR SHALL HAVE A LICENSED SURVEYOR DIGITIZE THE ENTIRE TOT LOT AREA, INCLUDING PERIMETER EDGE, RESILIENT SURFACING AREA, PLAY EQUIPMENT AND PLAY EQUIPMENT FALL ZONES). THIS LAYOUT SHALL BE REVIEWED AND APPROVED BY PLAY EQUIPMENT MANUFACTURER'S REPRESENTATIVE AND CITY'S AUTHORIZED REPRESENTATIVE PRIOR TO PLACEMENT OF CONCRETE.
C. PRIOR TO INSTALLATION, FIELD STAKE LAYOUT OF EACH PLAY STRUCTURE SHALL BE REVIEWED AND APPROVED BY MANUFACTURER'S REPRESENTATIVE.
D. CONTRACTOR SHALL VERIFY LOCATION OF SUB-DRAIN IN RELATION TO PLAY STRUCTURE FOOTINGS TO INSURE ADEQUATE CLEARANCE AND DRAINAGE.
E. SUB-DRAIN SYSTEM CATCH BASIN AND DRAIN PIPE SIZING/SPECIFICATIONS PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.
F. RESILIENT SURFACING TO BE INSTALLED BY A CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT A 12X12 SAMPLE OF EACH COLOR TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
G. CONTRACTOR SHALL OBTAIN CERTIFICATION FROM PLAYGROUND EQUIPMENT MANUFACTURER THAT ALL CURRENT A.D.A. AND CONSUMER PRODUCT SAFETY COMMISSION STANDARDS HAVE BEEN FULLY COMPLIED WITH.
H. A COMPLETE PLAYGROUND AUDIT SHALL BE PERFORMED BY A NPSI CERTIFIED INSPECTOR AND GIVEN TO THE CITY'S AUTHORIZED REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE PLAYGROUND.
I. FURNISH AND INSTALL ALL PLAY EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS.
J. PRIOR TO FORM WORK AND CONCRETE WORK, CONTRACTOR SHALL LAY OUT PLAY AREA EDGE AND PLAY EQUIPMENT TO ENSURE ALL REQUIREMENTS ARE MET PER A.D.A. AND CSPC GUIDELINES AND STANDARDS.



2 CONCRETE PICNIC TABLE



2-BAY SWINGS



2-5 PLAY STRUCTURE



5-12 PLAY STRUCTURE

1 PLAYGROUND EQUIPMENT

UNDERGROUND SERVICE ALERT
CALL: 811
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RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY F. RYAN LICENSE NO. 2552
Signature
09/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

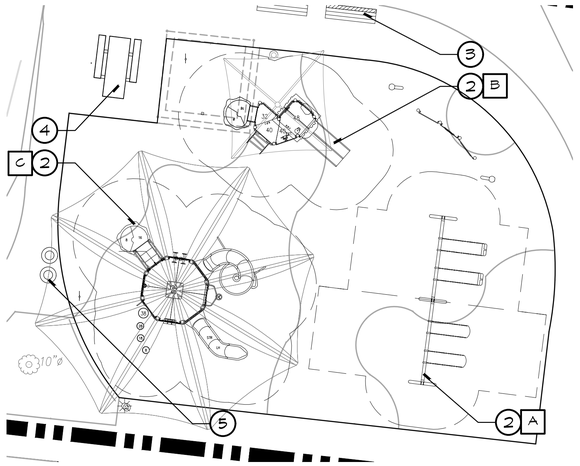
REVISIONS	DATE

SHEET TITLE
BASE BID CONST. DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.02

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A 2-BAY SWINGS

B 2-5 PLAY STRUCTURE WITH STAND ALONE SHADE CANOPY

C 5-12 PLAY STRUCTURE WITH INTEGRATED SHADE CANOPY

0' 5' 10' 20'

LEGEND:

(1) INSTALL RESILIENT SURFACING PER DETAIL 4 & 6, SHEET L-2.01. RESILIENT SURFACING SHALL BE "SPECTRATURF" OR APPROVED EQUAL AND INSTALLED BY CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT 12"X12" SAMPLE OF EACH COLOR TO THE CITY PRIOR TO INSTALLATION. CONTACT: SPECTRATURF, (800)873-5788. SEE SPECIFICATIONS.

(2) INSTALL PLAYGROUND EQUIPMENT BY: LANDSCAPE STRUCTURES. TO BE PROVIDED BY: COAST RECREATION OR APPROVED EQUAL. CONTACT: ALLISON HEPBURN (714) 619-0100. DRAWING NUMBER: 1194514-03-01.

(3) INSTALL BENCH. SEE DETAIL 2, SHEET L-2.01.

(4) INSTALL CONCRETE PICNIC TABLE. SEE DETAIL 1, SHEET L-2.01.

(5) INSTALL CONCRETE TRASH RECEPTACLE. SEE DETAIL 3, SHEET L-2.01.

NOTES:

(A) SEE CIVIL PLANS FOR GRADING AND DRAINAGE PLAN.

(B) LANDSCAPE STRUCTURES EQUIPMENT SHALL BE INSTALLED BY A CERTIFIED "NATIONAL PLAYGROUND SAFETY INSTITUTE" INSTALLER APPROVED BY THE MANUFACTURER AND THE CITY. CONTRACTOR SHALL HAVE A LICENSED SURVEYOR DIGITIZE THE ENTIRE TOT LOT AREA, INCLUDING PERIMETER EDGE, RESILIENT SURFACING AREA, PLAY EQUIPMENT AND PLAY EQUIPMENT FALL ZONES). THIS LAYOUT SHALL BE REVIEWED AND APPROVED BY PLAY EQUIPMENT MANUFACTURER'S REPRESENTATIVE AND CITY'S AUTHORIZED REPRESENTATIVE PRIOR TO PLACEMENT OF CONCRETE.

(C) PRIOR TO INSTALLATION, FIELD STAKE LAYOUT OF EACH PLAY STRUCTURE SHALL BE REVIEWED AND APPROVED BY MANUFACTURER'S REPRESENTATIVE.

(D) CONTRACTOR SHALL VERIFY LOCATION OF SUB-DRAIN IN RELATION TO PLAY STRUCTURE FOOTINGS TO INSURE ADEQUATE CLEARANCE AND DRAINAGE.

(E) SUB-DRAIN SYSTEM CATCH BASIN AND DRAIN PIPE SIZING/SPECIFICATIONS PER CIVIL ENGINEER'S GRADING AND DRAINAGE PLANS.

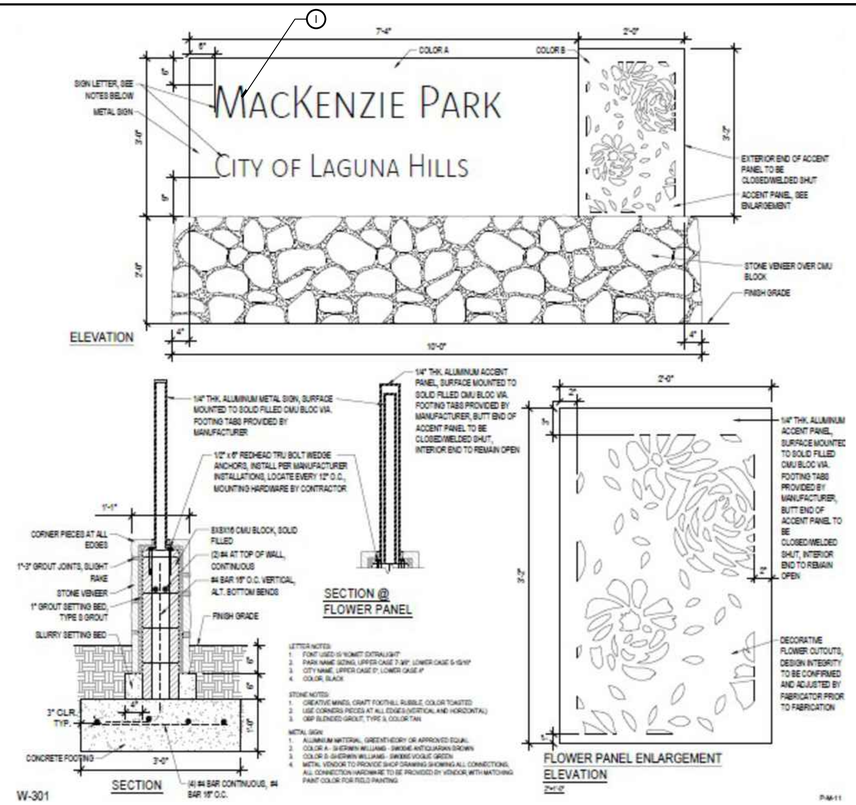
(F) RESILIENT SURFACING TO BE INSTALLED BY A CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT A 12X12 SAMPLE OF EACH COLOR TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.

(G) CONTRACTOR SHALL OBTAIN CERTIFICATION FROM PLAYGROUND EQUIPMENT MANUFACTURER THAT ALL CURRENT A.D.A. AND CONSUMER PRODUCT SAFETY COMMISSION STANDARDS HAVE BEEN FULLY COMPLIED WITH.

(H) A COMPLETE PLAYGROUND AUDIT SHALL BE PERFORMED BY A NPSI CERTIFIED INSPECTOR AND GIVEN TO THE CITY'S AUTHORIZED REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE PLAYGROUND.

(I) FURNISH AND INSTALL ALL PLAY EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS.

(J) PRIOR TO FORM WORK AND CONCRETE WORK, CONTRACTOR SHALL LAY OUT PLAY AREA EDGE AND PLAY EQUIPMENT TO ENSURE ALL REQUIREMENTS ARE MET PER A.D.A. AND CSPC GUIDELINES AND STANDARDS.



LEGEND:

(1) PARK NAME FOR REFERENCE ONLY. REPLACE PARK NAME "MACKENZIE PARK" WITH "VEEH RANCH PARK".

2 PARK MONUMENT SIGN



2-BAY SWINGS



2-5 PLAY STRUCTURE WITH STAND ALONE SHADE CANOPY



5-12 PLAY STRUCTURE WITH INTEGRATED SHADE CANOPY

1 PLAYGROUND EQUIPMENT

UNDERGROUND SERVICE ALERT

CALL: 811

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RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
09/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

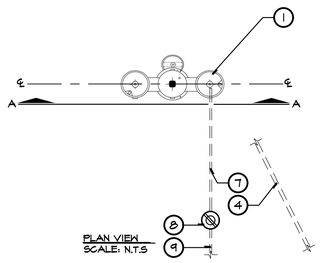
REVISIONS	DATE

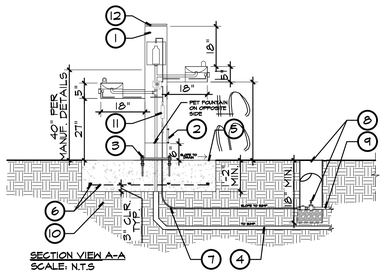
SHEET TITLE
ADDITIVE BID CONST. DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.03

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LEGEND:

1. OUTDOOR ADA "HI/LO" DRINKING FOUNTAIN / BOTTLE FILLER, MODEL #10145SM WITH LOCK DOOR, AND ATTACHED PET FOUNTAIN, AVAILABLE FROM **MOST DEPENDABLE FOUNTAINS (MDF), (800) 552-6331**. COLOR TO BE 'BLUE'. REFER TO CIVIL ENGINEERING WATER & SEWER PLAN FOR CONNECTION.
2. ACCESS DOOR WITH VANDAL RESISTANT SCREWS PER MANUFACTURER.
3. MOUNTING PLATE WITH MOUNTING BOLTS CENTERED UNDER 'ADA ARM' PER MANUFACTURER.
4. 4" WASTE LINE TO SUMP. SEE CIVIL PLANS.
5. CONCRETE FOOTING, BASIN AND REINFORCEMENT.
6. #4 REBAR AT 18" O.C. EACH WAY.
7. 1/2" SCH. 80 PVC WATER LINE W/ 90° SWEEP. CONNECT PER MANUFACTURER SPECS.
8. BALL VALVE AND VALVE BOX. USE 9"x12" BOX TO ALLOW ROOM FOR CONNECTIONS. PROVIDE 6" DEEP 3/4" WASHED GRAVEL BELOW BALL VALVE. PROVIDE 1" CLEAR.
9. SCH. 40 PVC WATER SUPPLY LINE PER CIVIL ENGINEERS DRAWINGS.
10. 95% COMPACTED MOISTURE-CONDITIONED SUBGRADE.
11. FILTER.
12. REMOVABLE STAINLESS STEEL CAP.

NOTES:

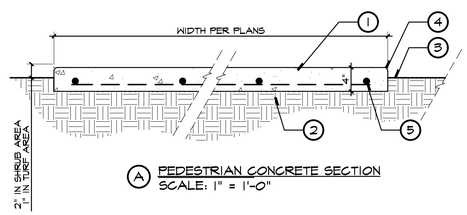
A. PLAN VIEW AND SECTION A-A ARE DIAGRAMATIC. SEE PLANS FOR LOCATION OF VALVE BOX, WATER SUPPLY LINES, SEWER LINES, ETC.

B. REFER TO MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS AND DETAILS FOR CORRECT ASSEMBLY AND INSTALLATION PROCEDURES.

C. CONFIRM LOCATION AND ORIENTATION OF DRINKING FOUNTAIN WITH CITY'S REPRESENTATIVE PRIOR TO INSTALL.

D. INSTALLER SHALL ENSURE PROPER ADA ACCESS AND CLEARANCES.

1 DRINKING FOUNTAIN



A PEDESTRIAN CONCRETE SECTION
SCALE: 1" = 1'-0"

LEGEND:

1. CONCRETE PAVING - REFER TO CONSTRUCTION PLAN FOR COLOR AND FINISH.
2. 90% COMPACTED, MOISTURE-CONDITIONED SUBGRADE PER GEOTECH REPORT.
3. FINISH GRADE.
4. ½" TOOLED RADIUS.
5. #3 REBAR SPACED 18" ON CENTER PLACED AT MID-DEPTH OF CONCRETE.

NOTES:

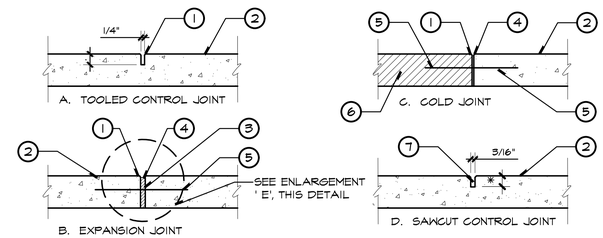
A. PROVIDE FINISH SAMPLE PER PLANS AND SPECIFICATIONS.

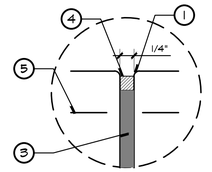
B. ALL CONCRETE TO HAVE MINIMUM COMPRESSION STRENGTH OF 3,250 PSI, TYPE V PCC.

C. PROVIDE 1/4" FALL PER 12" RUN ON ALL PAVING - MINIMUM. SEE CIVIL PLANS.

D. SEE DETAIL 3, THIS SHEET FOR CONCRETE JOINTS.

2 CONCRETE PAVING





E. ENLARGEMENT AT EXPANSION JOINT

NOTES:

A. LOCATE JOINTS AS INDICATED ON PLAN.

B. SEALANT COLOR TO MATCH ADJACENT PAVING.

C. ALL EXPANSION JOINT SEALANT TO BE SEEDED WITH SILICA SAND.

LEGEND:

1. 1/4" RADIUS EDGE.
2. PAVING FINISH SURFACE PER PLAN.
3. 1/4" **DECK-O-FOAM** EXPANSION MATERIAL BY: **MR. MEADOWS** OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. (909) 469-2606.
4. "GUN-GRADE" TWO-PART POLYURETHANE SEALER BY: **PECORA CORPORATION** (800) 523-6688, OR APPROVED EQUAL.
5. **SPEED-DOWEL** AT 18" O.C. AT ALL JOINTS W/#4 REBAR, MODEL NO. PSD09/#4TX SPEED DOWEL SLEEVE WITH PSD/#4BX BASE AS PROVIDED BY **GREENSTREAK GROUP** OR APPROVED EQUAL. (800) 325-4504.
6. EXISTING CONCRETE PAVING.
7. SAWCUT JOINT. SINGLE BLADE WITH 1/16" BEVEL AND CONTINUOUS CRACK CHASER.

✳ 3/4" IF PAVING LESS THAN 4" THICK. 1" IF PAVING 4" THICK OR GREATER.

D. PROVIDE DOUBLE BLADE SAWCUT JOINTS AT POSTS AND CENTERED BETWEEN POSTS, TYP. ALONG ALL FENCING. SEE PLANS.

E. EXPANSION JOINTS TO ONLY OCCUR WHERE PAVING MEETS VERTICAL CONSTRUCTION ELEMENT, (EX. BOCCE CURB).

3 CONCRETE JOINTS

UNDERGROUND SERVICE ALERT

CALL: 811

TWO WORKING DAYS BEFORE YOU DIG

RJM DESIGN GROUP
31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

CONSULTANT

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
STATE OF CALIFORNIA
Signature
04/30/2021
Renewal Date
3/31/2026
Date

REVISIONS	DATE

SHEET TITLE
ADDITIVE BID CONST. DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.04

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SYMBOL LIST

(ALL SYMBOLS NOT NECESSARILY USED ON THESE DRAWINGS)
ALL SYMBOL DESCRIPTIONS ARE SUBJECT TO MODIFICATION AS NOTED ON THE DRAWINGS. VERIFY EXACT LOCATIONS AND HEIGHTS OF OUTLETS WITH ARCHITECTURAL INTERIOR ELEVATIONS PRIOR TO ROUGH-IN.

LIGHTING FIXTURE RECESSED MOUNTED WITH OUTLET BOX AND REMOTE MOUNTED JUNCTION BOX CONCEALED ABOVE ACCESSIBLE CEILING. PROVIDE FLEXIBLE CONDUIT CONNECTION 6 FT. MAXIMUM LENGTH, 1/2" DIAMETER MINIMUM, FROM JUNCTION BOX TO FIXTURE OUTLET. PROVIDE CONDUCTORS IN CONDUIT, QUANTITY AS REQUIRED FOR INDICATED CIRCUITS AND SWITCHING CONTROLS, #12 (AWG) MINIMUM.
OUTLET ON EMERGENCY LIGHTING CIRCUIT.

LIGHTING FIXTURE, RECESS MOUNTED, WITH OUTLET BOX.

LIGHTING FIXTURE, SURFACE WALL MOUNTED, WITH OUTLET BOX. MOUNTING HEIGHT PER ARCHITECT.

EXIT SIGN SINGLE FACE OR DOUBLE FACE AS INDICATED ON PLANS, ON FLUSH CEILING MOUNTED OUTLET BOX. ARROW INDICATES DIRECTIONAL ARROW ON EXIT SIGN FACE.
EXIT SIGN, ON FLUSH WALL MOUNTED OUTLET BOX, +90".

M S — SINGLE POLE MOTOR RATED TOGGLE SWITCH WITH OUTLET BOX.

1 / E-0.05 — DETAIL CALLOUT DESIGNATION: "1" INDICATES DETAIL NUMBER, "E-0.05" IS THE SHEET NUMBER.

2 / 100 — FIXTURE SCHEDULE DESIGNATION: "2" INDICATES FIXTURE TYPE, "100" INDICATES TOTAL FIXTURE WATTAGE.

PC — PHOTOCELL SENSOR ON FLUSH CEILING MOUNTED OUTLET BOX.

OS — OCCUPANCY MOTION SENSOR ON FLUSH CEILING MOUNTED OUTLET BOX.

ab — OCCUPANCY MOTION SENSOR SWITCH, ON FLUSH WALL MOUNTED OUTLET BOX, +45". "ab" INDICATES OCCUPANCY MOTION SENSOR WITH BI-LEVEL SWITCHING. MATCH BUILDING STANDARDS.

DUPLEX CONVENIENCE RECEPTACLE VERTICAL ON FLUSH WALL MOUNTED OUTLET BOX, +18".

DUPLEX CONVENIENCE RECEPTACLE WITH INTEGRAL GROUND FAULT INTERRUPTER, HORIZONTAL ON FLUSH WALL MOUNTED OUTLET BOX +18".

DUPLEX CONVENIENCE RECEPTACLE WITH INTEGRAL GROUND FAULT INTERRUPTER, VERTICAL ON FLUSH WALL MOUNTED OUTLET BOX +6" ABOVE COUNTER SPLASH..

WP — DUPLEX CONVENIENCE RECEPTACLE, WITH INTEGRAL GROUND FAULT INTERRUPTER, ON FLUSH WALL MOUNTED OUTLET BOX WITH SPRING DOOR COVER, +18".

DUPLEX CONVENIENCE RECEPTACLE ON FLUSH CEILING MOUNTED OUTLET BOX.

J — JUNCTION BOX, FLUSH WALL MOUNTED, +18".

J — JUNCTION BOX CONCEALED ABOVE ACCESSIBLE CEILING.

J — INDICATES CONNECTION TO EQUIPMENT AS REQUIRED, TYPICAL.

PULLBOX, SIZE AS INDICATED ON PLANS.

CIRCUIT BREAKER STATIONARY (NON-DRAWOUT), SECONDARY VOLTAGE.

CONDUIT, INSTALLED CONCEALED IN WALL OR IN CEILING SPACE.

1/2" C - 2 #12	3/4" C - 6 #12
1/2" C - 3 #12	1" C - 7 #12
3/4" C - 4 #12	1" C - 8 #12
3/4" C - 5 #12	1 1/4" C - 9 #12

CONDUIT, INSTALLED CONCEALED IN OR UNDER FLOOR OR BELOW GRADE, 3/4" CONDUIT MINIMUM.

CONDUIT, INSTALLED EXPOSED.

B-5,7,9 — HOMERUN TO PANEL "B" FOR CIRCUITS 5, 7, 9 WITH SEPARATE NEUTRALS.

UNDERGROUND CONDUIT STUBOUT, STUB 5'-0" FROM BUILDING OR WALKWAY, CAP, MARK AND RECORD.

EF / 1 — MECHANICAL EQUIPMENT CALLOUT. REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATIONS AND REQUIREMENTS OF MECHANICAL EQUIPMENT.

+45" — MOUNTING HEIGHT TO CENTER LINE OF DEVICE FROM FINISH FLOOR OR EXTERIOR GRADE

1 — KEY NOTE CALLOUT. REFER TO CORRESPONDING NOTE ON DRAWING WHERE CALLOUT OCCURS.

A.F.F.	ABOVE FINISH FLOOR
A.F.G.	ABOVE FINISH GRADE
AWG	AMERICAN WIRE GAUGE
AMP, A	AMPERE
A.I.C.	AMPERES INTERRUPTING CAPACITY (SYMMETRICAL)
CIRC.,CKT.	CIRCUIT
CB	CIRCUIT BREAKER
C	CONDUIT
CLCB	CURRENT LIMITING CIRCUIT BREAKER
C.O.	CONDUIT ONLY.
CONN	CONNECTED
DIA	DIAMETER
EMT	ELECTRICAL METALLIC TUBING
EWC	ELECTRIC WATER COOLER
EF	EXHAUST FAN
(E)	EXISTING EQUIPMENT TO REMAIN
FT or '	FEET
FLA	FULL LOAD AMPS
GFI	GROUND FAULT CIRCUIT INTERRUPTER.
GFP	GROUND FAULT PROTECTION
GRD	GROUND
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
HP	HORSEPOWER
IG	ISOLATED GROUND AND ISOLATED NEUTRAL
J-BOX	JUNCTION BOX
KVA	KILOVOLT AMPERES
KW	KILOWATT
LCL	LONG CONTINUOUS LOAD
LTG, LTS	LIGHTING
MCB	MAIN CIRCUIT BREAKER
MLO	MAIN LUGS ONLY
MH	METAL HALIDE
MTD	MOUNTED
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
PH or Φ	PHASE
PROVIDE	FURNISH, INSTALL AND CONNECT.
REC, RECEPT	RECEPTACLE
R	RELOCATED
RGS	RIGID GALVANIZED STEEL
SECONDARY	600 VOLTS AND LESS
SFD	SMOKE FIRE DAMPER
TV	TELEVISION
TYP	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
V	VOLTS
VA	VOLT AMPERES
WP	WEATHERPROOF
W	WIRE
1P	SINGLE POLE
2P	DOUBLE POLE
3P	TRIPLE POLE

GENERAL NOTES

1. THESES DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE INSTALLATION OF SYSTEMS. THE OMISSION OR EXPRESSED REFERENCE TO ANY ITEM OF LABOR OR MATERIALS REQUIRED FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH PRESENT PRACTICE OF THE TRADE SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING SUCH ADDITIONAL LABOR AND MATERIALS.
2. THESE PLANS AND SPECIFICATIONS AND ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH ALL LEGAL AND INDUSTRY REQUIREMENTS AND STANDARDS INCLUDING WITHOUT LIMITATION THE FOLLOWING:
   a. CALIFORNIA CODE OF REGULATIONS TITLE 24, PARTS 1 AND 2 (CALIFORNIA BUILDING CODE), 2022 EDITION.
   b. CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 3 (CALIFORNIA ELECTRICAL CODE), 2022 EDITION.
   c. CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 6 (CALIFORNIA ENERGY CODE), 2022 EDITION.
   d. CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9 (CALIFORNIA FIRE CODE), 2022 EDITION.
   e. OTHER REGULATING AGENCIES WHICH MAY HAVE AUTHORITY OVER ANY PORTION OF THE WORK, INCLUDING THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, AND THOSE CODES AND STANDARDS LISTED IN THESE NOTES AND SPECIFICATIONS.
   f. THE ELECTRICAL SYSTEMS FUNCTIONALITY STANDARDS SET FORTH IN TITLE 7 OF THE CALIFORNIA CIVIL CODE (THE "RIGHT TO REPAIR ACT").
   g. THE MANUFACTURER'S REQUIREMENTS OR RECOMMENDATIONS FOR ANY INCORPORATED PRODUCTS.
   h. THE MOST CURRENT APPROVED ISSUES OF ANY NOTED SPECIFICATIONS, CODES AND STANDARDS, INCLUDING SUPPLEMENTS, UNLESS NOTED OTHERWISE.
3. THE PLANS REPRESENT ONLY THE FINISHED ELECTRICAL, SYSTEM, AND THEY ARE NOT INTENDED TO INDICATE OR REQUIRE ANY CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES.
4. IN USING THE PLANS FOR BIDDING OR CONSTRUCTION PURPOSES, THE CONTRACTOR IS REQUIRED TO REVIEW ALL OF THE PROJECT'S CONSTRUCTION DOCUMENTS AS A WHOLE IN ORDER TO IDENTIFY ALL REQUIREMENTS THAT DIRECTLY OR INDIRECTLY AFFECT ITS PORTION OF THE ELECTRICAL WORK, EVEN REQUIREMENTS LOCATED IN SECTIONS DESIGNATED AS APPLICABLE TO OTHER TRADES. IN CASE OF CONFLICTS, THE CONTRACTOR SHALL EITHER OBTAIN DIRECTION FROM AN APPROPRIATE OWNER REPRESENTATIVE OR OTHERWISE APPLY THE MORE STRINGENT REQUIREMENT.
5. IN INTERPRETATING THE PLANS, THE FOLLOWING GENERAL RULES APPLY:
   a. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS.
   b. SCALED DIMENSIONS AND GRAPHICALLY SHOWN LOCATIONS ARE TO BE CONSIDERED ONLY APPROXIMATE, FIELD VERIFY DIMENSIONS PRIOR TO BID.
   c. BECAUSE THE PLANS ARE INTENDED TO SET FORTH THE REQUIREMENTS FOR CONSTRUCTION IN ONLY AN INDUSTRY-STANDARD LEVEL OF QUALITY AND DETAIL, AND THEREFORE ARE INTENDED TO BE SUPPLEMENTED BY APPROPRIATE REQUESTS FOR CLARIFICATION AND INFORMATION, ERRORS AND OMISSIONS AND TO BRING THESE ERRORS AND OMISSIONS TO THE ATTENTION OF AN APPROPRIATE OWNER REPRESENTATIVE IN A TIMELY MANNER AND ASSUMES THE RISK OF THE CONSEQUENCES OF FAILING TO DO SO BEFORE BIDDING OR OTHERWISE PROCEEDING.
   d. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION, AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OR INCONSISTENCIES.
6. SUBMITTALS WILL BE REVIEWED BY THE ELECTRICAL ENGINEER, IF AT ALL, ONLY PURSUANT TO THE INDUSTRY-STANDARD PROTOCOL SET FORTH IN AIA DOCUMENT A201, AND IN NO EVENT WILL THE THE SUBMITTAL REVIEW PROCESS RELIEVE OR LESSEN THE SUBMITTING CONTRACTOR'S RESPONSIBILITY FOR AN INAPPROPRIATE SUBMITTAL.
7. IN NO EVENT WILL ANY SITE VISITS BY THE ELECTRICAL ENGINEER CONCERN CONSTRUCTION MEANS AND METHODS OR CONSTRUCTION SAFETY, AND ALL SUCH MATTERS SHALL REMAIN THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. COPIES OF THE THE PLANS PROVIDED IN ANY ELECTRONIC FORM ARE SUBJECT TO THE SAME PROVISIONS AS THE OTHER INSTRUMENTS OF SERVICE PREPARED BY OR ON BEHALF OF ELECTRICAL ENGINEER FOR THE PROJECT, INCLUDING WITHOUT LIMITATION THE ENGINEER'S COMMON LAW, STATUTORY OR OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. A RECIPIENT IS GRANTED AT MOST A TRANSFERABLE NONEXCLUSIVE LICENSE TO REUSE THE PLANS SOLELY FOR PROJECT PURPOSES; AND NO RECIPIENT IS AUTHORIZED TO USE OR TO ALLOW THE USE OF ALL OR ANY PORTION OF THESE PLANS FOR ANY OTHER PURPOSE, AND ANY USE FOR ANY OTHER PURPOSE WOULD CONSTITUTE ACTIONABLE PLAGIARISM. ELECTRICAL ENGINEER PROVIDES DOCUMENTS IN AN ELECTRONIC FORM ONLY IN ITS STANDARD FORMATS AND CONVENTIONS AND WITH NO GUARANTEE OF COMPATIBILITY WITH ANY RECIPIENT'S SOFTWARE OR HARDWARE AND ANY USE WITH OR CONVERSION TO OTHER FORMATS OR CONVENTIONS, OR THE USE WITH ANY PARTICULAR SOFTWARE OR HARDWARE, IS AT THE RECIPIENT'S SOLE RISK.
9. LOCATIONS OF EXISTING UTILITIES ARE NOT SHOWN AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID EXISTING DUCTS, PIPING OR CONDUIT, ETC. AND TO PREVENT HAZARD TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED BY ANY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER SHOULD SUCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
10. REFER TO THE DRAWINGS AND SHOP DRAWINGS OF OTHER TRADES FOR ADDITIONAL DETAILS WHICH AFFECT THE PROPER INSTALLATION OF THIS WORK.
11. THE DRAWINGS INDICATE, IN A DIAGRAMMATIC MANNER, THE DESIRED LOCATIONS AND ARRANGEMENT OF THE COMPONENTS OF ELECTRICAL WORK. DETERMINE EXACT CONDUIT ROUTING, CONDUIT BENDS, AUXILIARY JUNCTION BOXES, SUPPORTS AND UNDEFINED CONSTRUCTION DETAILS AS A JOB CONDITION TO BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODE REQUIREMENTS. PROPER JUDGEMENT MUST BE EXERCISED IN EXECUTING THE WORK SO AS TO SECURE THE BEST POSSIBLE INSTALLATION IN THE AVAILABLE SPACE AND TO OVERCOME LOCAL DIFFICULTIES DUE TO SPACE LIMITATIONS OR INTERFERENCE OF CONDITIONS ENCOUNTERED.
12. IN THE EVENT CHANGES IN THE INDICATED LOCATIONS OR ARRANGEMENTS ARE NECESSARY, DUE TO DEVELOPED CONDITIONS IN THE BUILDING CONSTRUCTION OR REARRANGEMENT OF EQUIPMENT, SUCH CHANGES SHALL BE MADE WITHOUT COST PROVIDING THE CHANGE IS ORDERED BEFORE THE CONDUIT RUNS, ETC., AND WORK DIRECTLY CONNECTED TO SAME IS INSTALLED AND NO EXTRA MATERIALS ARE REQUIRED.
13. PROVIDE ALL EQUIPMENT WITH ENCLOSURES LISTED OR LABELED FOR USE AND LOCATION WHERE SUCH EQUIPMENT IS INSTALLED.
14. GROUNDING SHALL BE EXECUTED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS, BOTH OF THE STATE OF CALIFORNIA AND LOCAL AUTHORITIES HAVING JURISDICTION.
15. PROVIDE GROUND WIRE IN EACH CONDUIT CONTAINING CIRCUITS FEEDING RECEPTACLES. THE CONDUIT SHALL NOT BE PERMITTED TO SERVE AS THE ONLY ELECTRICAL GROUND RETURN PATH.
16. PROVIDE HANDLE TIES AT CIRCUIT BREAKERS TO SIMULTANEOUSLY DISCONNECT ALL UNGROUNDED CONDUCTORS OF MULTI-WIRE BRANCH CIRCUITS WITH A SHARED NEUTRAL.
17. UNLESS NOTED OTHERWISE ALL 120 VOLT HOMERUNS OVER 100 FEET SHALL BE #10 AWG MINIMUM, OVER 175 FEET SHALL BE #8 AWG MINIMUM. ADJUST CONDUIT SIZE ACCORDINGLY.
18. NOTIFY THE ARCHITECT IN WRITING WHEN INSTALLATION IS COMPLETE AND THAT A FINAL INSPECTION OF THIS WORK CAN BE PERFORMED. IN THE EVENT DEFECTS OR DEFICIENCIES ARE FOUND DURING THIS FINAL INSPECTION, THEY SHALL BE CORRECTED TO THE SATISFACTION OF THE ARCHITECT BEFORE FINAL ACCEPTANCE CAN BE ISSUED.
19. PANELBOARDS ARE EXISTING UNLESS NOTED OTHERWISE. NEW CIRCUIT BREAKERS SHALL BE THE SAME TYPE AND INTERRUPTING RATING AS EXISTING BREAKERS IN PANEL.
20. WHERE CIRCUIT CHANGES OR ADDITIONS OCCUR IN PANELBOARDS UPDATE PANEL DIRECTORY CARDS WITH NEW TYPE WRITTEN CARDS INDICATION DESCRIPTION OF ALL CIRCUITS.

SHEET INDEX

E-0.1	GENERAL NOTES AND SYMBOL LIST
E-0.2	FIXTURE SCHEDULE AND DETAILS
E-0.3	TITLE 24
E-1.0	SITE ELECTRICAL PLAN
E-1.1	SITE ELECTRICAL PLAN
E-1.2	SITE ELECTRICAL PLAN
E-2.0	SITE PHOTOMETRIC PLAN
E-2.1	SITE PHOTOMETRIC PLAN
E-2.2	SITE PHOTOMETRIC PLAN
E-3.0	ELECTRICAL SPECIFICATIONS
E-3.1	ELECTRICAL SPECIFICATIONS

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FBA Engineering
Consulting Electrical Engineers
150 Paularino Avenue Suite A120
Costa Mesa, CA 92626
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fbaengr.com
FBA Job Number: 535.086

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJICEK
No. E 10372
Exp. 09-30-26
CIVIL
12/23/2025

REVISIONS	DATE

SHEET TITLE
GENERAL NOTES AND SYMBOL LIST

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

SHEET
E-0.1
OF

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FBA Engineering / Plot Date: 12/23/2025 8:14 AM / Plotted by: Josue Saldana / Drawing Location: I:\535\086\ED.1_535086_SYMBOL LIST & GENERAL NOTES.dwg

OPTION 2A

NLS LIGHTING

SENTRY 2

AREA LIGHTING

The Sentry is an outdoor vandalproof luminaire that is made out of cast aluminum grade. It is designed with vertical fins and painted with high quality powder coat (9mm), built to resist all outdoor conditions.

With its superior durability and high performance, the Sentry is a perfect solution for all lighting applications while specializing in vandal resistance. Perfect for recreational parks, shopping malls, parking lots, libraries, school sites, walkways and much more.

Kelvin temperature offerings include 3000 (warm), 4000 (neutral) and 5000 (cool) with a wattage range of 54 to 104 watts.



STAR POWER OPTICAL SYSTEM

The Star Power reflector is an excellent system which provides great value and performance.

LED WATTAGE CHART

	3000k (warm)	4000k (neutral)
530 milliamps	77w	104w
700 milliamps		

Project Name:

Type:

Cat #	Light Dist.	No of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Shields	Options
Sentry 2 (Specify 1 of the following) **(SNY-2)**	Type 3 **(T3)**	32 **(32L)**	530 **(53)**	3000K **(30K)**	120-277 **(UNV)**	Post Top Fitter 2 7/8" OD **(T2R)**	Bronze **(BRZ)**	House Side Shield **(HSS)**	Bird Spikes **(BS)**
	Type 5 **(T5)**	48 **(48L)**	700 **(7)**	4000K **(40K)**	347-480 **(HV)**		White **(WHT)**		Marine Grade Finish **(MGF)**
				5000K **(50K)**			Silver **(SVR)**		PSP 013 with Motion Sensor and Photocell **(PSP-S) *For 2' o Below (PSP-SM) *For 3' to 20' (PSP-ME) *For 21' to 40'**
							Hunter Green **(HGN)**		Receptacle **(RC)** Twist Locking Cap NYM Standard
							Grey **(GRY)**		
							Graphite **(GPH)**		
							Black **(BLK)**		
							Custom **(CS)**		

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PRODUCT SPECIFICATIONS

Housing: Cast Aluminum Housing.
LED: Luxeon M Series by Lumileds
LENS: Tempered Glass
Optics: Star Power, Type 3 or 5
Watts: 54-104
Electrical: Conforms to UL 1598 Standards

Driver: By Philips Advance
Kelvin: 3000, 4000, or 5000
Finish: 5 Millimeters Powder Coat
Hardware: Stainless Steel
Warranty: Standard Warranty is 5 years for Driver and LEDs
*Top Access provides ease of installation and services.

PRODUCT DIMENSIONS

SENTRY - LUMEN DATA CHART

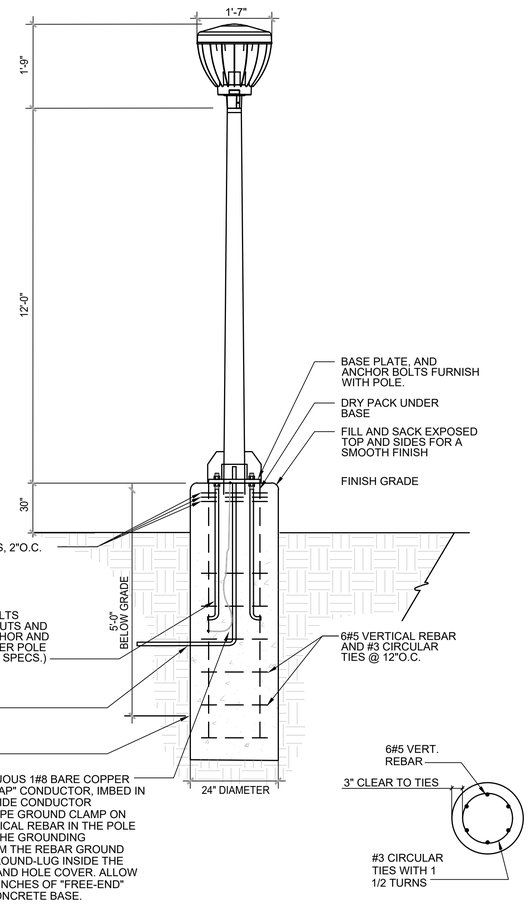
PART NUMBER	T3 LUMENS	T3 LM/W	T5 LUMENS	T5 LM/W	Watts
SY2-32L-53-30K	4805	89	5076	94	54
SY2-32L-53-40K	4964	92	5339	97	54
SY2-32L-53-50K	5144	96	5454	101	54
SY2-32L-7-30K	6253	89	6619	94	71
SY2-32L-7-40K	6433	92	6867	97	71
SY2-32L-7-50K	6666	96	7012	101	71
SY2-48L-53-30K	7218	89	7629	94	80
SY2-48L-53-40K	7392	92	7798	97	80
SY2-48L-53-50K	7683	96	8081	101	80
SY2-48L-7-30K	9256	89	9776	94	104
SY2-48L-7-40K	9548	92	10068	97	104
SY2-48L-7-50K	9864	96	10504	101	104

EPA

LUMINAIRE	SINGLE
SENTRY 2	1.5

NLS LIGHTING
701 Kingshill Place, Carson, CA 90746
Call Us Today (310) 341-2037
nlslighting.com

312



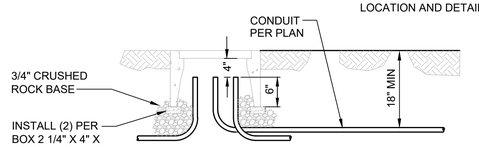
FIXTURE TYPE "S3" POLE BASE DETAIL | SCALE: NONE | 1

LIGHTING FIXTURE SCHEDULE

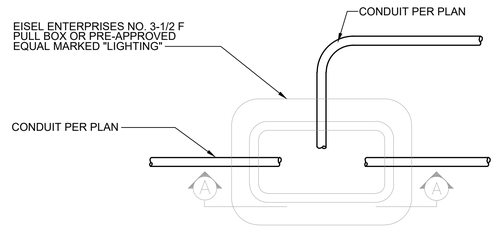
IMAGE	TYPE	DESCRIPTION	MANUFACTURER NAME	MANUFACTURER CATALOG NO	LAMP TYPE	LAMP LUMENS	LAMP CCT	LAMP CRI (MIN)	POWER VOLTAGE	POWER INPUT WATTAGE	POWER BALLAST NO	POWER BALLAST TYPE	POWER BALLAST DIM TYPE	MOUNTING TYPE	NOTES
◎	S1	POST TOP LUMINAIRE WITH CAST ALUMINUM HOUSING.	NLS	SENTRY 2 SERIES	LED	10088	4K	80	120/277	104		INTERNAL DRIVER / POWER SUPPLY	0-10V	RECESSED	N/A

NOTE :

1. AFTER CONDUCTORS ARE INSTALLED, ALL CONDUIT ENDS SHALL BE SEALED WITH DUCT SEAL OR PRE - APPROVED EQUAL .
2. PROVIDE BRYCE FASTENERS WITH TAMPER RESISTANT PENTA NUTS.
3. PROVIDE CONCRETE BOLT DOWN COVER.
4. REFER TO LANDSCAPE PLANS FOR EXACT LOCATION AND DETAILS.



SECTION A-A



11" X 17" PULL BOX DETAIL | SCALE: NTS | 2

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fbaengr.com
FBA Job Number: 535.086

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJICEK
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
12/23/2025

REVISIONS	DATE

SHEET TITLE
FIXTURE SCHEDULE AND DETAILS

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

SHEET
E-0.2
OF

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FBA Engineering / Plot Date: 12/23/2025 8:14 AM / Plotted by: Josue Saldana / Drawing Location: I:\535\086\ED\2_535086_FIXTURE SCHEDULE AND DETAILS.dwg

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: VEEH RANCH PARK IMPROVEMENTS	Report Page:	(Page 1 of 7)
Project Address: LAKE FOREST DRIVE	Date Prepared:	11/5/2025

This document is used to demonstrate compliance with requirements in 110.9, 130.0, 130.2, 140.7, and 141.0(b)2I for outdoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e)6, 180.1(a) and 180.2(b)4Bv for outdoor lighting scopes using the prescriptive path for multifamily and mixed-use occupancies. Multifamily includes dormitory and senior living facilities.

A. GENERAL INFORMATION

01	Project Location (city)	LAGUNA HILLS	04	Total Illuminated Hardscape Area (ft²)	13174
02	Climate Zone	6			
03	Outdoor Lighting Zone per Title 24 Part 1 10.114 or as designated by Authority Having Jurisdiction (AHJ):				
☐	LZ-0: Very Low - Undeveloped Parkland	☒ LZ-2: Moderate - Urban Clusters	☐	LZ-4: High - Must be reviewed by CA Energy Commission for Approval	
☐	LZ-1: Low - Rural Areas	☐ LZ-3: Moderately High - Urban Areas			
05	Occupancy Types within Project				
●	All Other Occupancies				

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e)6 or 141.0(b)2I. / 180.2(b)4Bv for alterations.

My Project Consists of:

01	02
☒ New Lighting System	Must Comply with Allowances from 140.7 / 170.2(e)6
☐ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)? ○ Yes ○ No

03	04	05
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered	Calculation Method
☐ < 10% ☐ >= 10% and < 50% ☐ >= 50%		

Please proceed to Table F. Outdoor Lighting Fixture Schedule to define the project's luminaires.

[1] *FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.*

STATE OF CALIFORNIA
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CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: VEEH RANCH PARK IMPROVEMENTS	Report Page:	(Page 2 of 7)
	Date Prepared:	11/5/2025

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(e)6 or 141.0(b)2I. / 180.2(b)4Bv														Compliance Results		
01		02		03		04		05		06		07		08	09	
General Hardscape Allowance 140.7/d)1. / 170.2(e)6 (See Table I)	+	Per Application 140.7(d)2 / 170.2(e)6 (See Table J)	+	Sales Frontage 140.7(d)2 (See Table K)	+	Ornamental 140.7(d)2 / 170.2(e)6 (See Table L)	+	Per Specific Area 140.7(d)2 / 170.2(e)6 (See Table M)	OR	Existing Power Allowance 141.0(b)2I. / 180.2(b)4Bv (See Table N)	=	**Total Allowed** (Watts)	≥	**Total Actual** (Watts)	**07 must be >= 08**	
855	+	---	+	---	+	---	+	---	OR	---	=	855	≥	728	COMPLIES	
Shielding Compliance (See Table G for Details)												N/A				
Controls Compliance (See Table H for Details)												Not applicable				

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: VEEH RANCH PARK IMPROVEMENTS	Report Page:	(Page 3 of 7)
	Date Prepared:	11/5/2025

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e)6 all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)2I only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (ie, existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01	02		03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description		Watts per luminaire[1, 2]	How is Wattage determined	Total Number Luminaires[2]	Luminaire Status[3]	Excluded per 140.7(a) / 170.2(e)6A	Design Watts	Cutoff Req. > 6,200 initial lumen output 130.2(b) / 160.5(c)1[4]	Field Inspector	
										Pass	Fail
S1	S1	☐ Linear	104	Mfr. Spec	7	New	☐	728	NA: < 6200 lumens	☐	☐
							Total Design Watts:	728			

* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to 130.2(b)

[1] *FOOTNOTES: Authority Having Jurisdiction may ask for luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b)*
[2] *For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.*
[3] *Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.*
[4] *Compliance with mandatory shielding requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by 130.2(b)/ 160.5(c)*

G. SHIELDING REQUIREMENTS (BUG)

This section does not apply to this project.

STATE OF CALIFORNIA
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CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
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	Date Prepared:	11/5/2025

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit

Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01	02	03	04	05	
Area Description	Shut-Off 130.2(c)1 / 160.5(c)	Auto-Schedule 130.2(c)2 / 160.5(c)	Motion Sensor 130.2(c)3 / 160.5(c)	Field Inspector	
				Pass	Fail

[1] *FOOTNOTE: Text has been abbreviated, please refer to Table 160.5-A to confirm compliance with the specific light source technologies listed.*
[2] *Authority having jurisdiction may ask for cutsheets or other documentation to confirm compliance of light source.*
[3] *Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are excepted from ii and iii.*

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CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: VEEH RANCH PARK IMPROVEMENTS	Report Page:	(Page 5 of 7)
	Date Prepared:	11/5/2025

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))

This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowance is per Table 140.7-A/Table 170.2-R while "Use it or lose it" Allowances are per Table 140.7-B /Table 170.2-S. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.
Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.

	01				
	"Use it or lose it" Allowance (select all that apply) (select all that apply)				
☒ General Hardscape Allowance Table I (below)	☐ Per Application Table J	☐ Sales Frontage Table K	☐ Ornamental Table L	☐ Per Specific Area Table M	

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A for Nonresidential & Hotel/Motel

02	03	04	05	06	07	08	09
Area Description	Area Wattage Allowance (AWA)			Linear Wattage Allowance (LWA)			Total General AWA + LWA (Watts)
	Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	
WALKWAY	13174	0.019	250.3	2700	0.2	405	655
					Initial Wattage Allowance for Entire Site (Watts):		200
					Instances of Initial Wattage Allowance (LZ 0 only)[1]		
					Total General Hardscape Allowance (Watts):		855

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

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CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
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	Date Prepared:	11/5/2025

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This section does not apply to this project.

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-LTO-E - Must be submitted for all buildings

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

There are no NRCA forms required for this project.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: VEEH RANCH PARK IMPROVEMENTS	Report Page:	(Page 7 of 7)
Project Address: LAKE FOREST DRIVE	Date Prepared:	11/5/2025

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: STEPHEN R. ZAJICEK P.E.	Documentation Author Signature:
Company: FBA ENGINEERING	Signature Date: 2025-11-05
Address: 150 Paularino Avenue Suite A120	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: COSTA MESA CA 92626	Phone: 9498529995

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: STEPHEN R. ZAJICEK P.E.	Responsible Designer Signature:
Company: FBA ENGINEERING	Date Signed: 2025-11-05
Address: 150 PAULARINO AVE SUITE A120	License: E10372
City/State/Zip: COSTA MESA CA 92626	Phone: 949-852-9995

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949.852.9995 • 949.852.1657 (fax)
fbaengr.com
FBA Job Number: 535.086

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJICEK
No. E 10372
Exp. 09-30-26
CIVIL
STATE OF CALIFORNIA
12/23/2025

REVISIONS	DATE

SHEET TITLE
TITLE 24

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

SHEET
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OF

FBA Engineering / Plot Date: 12/23/2025 8:14 AM / Plotted by: Josue Saldana / Drawing Location: I:\535\086\E0.3_535086_TITLE 24.dwg



SITE ELECTRICAL PLAN | SCALE: 1"=20'-0" | 1

KEY NOTES

1. 11" x 17" PULLBOX. SEE DETAIL 2/E0.2
2. PROVIDE 1" C. - 2#8, 1#10 GRD. OR MATCH EXISTING CONDUIT/WIRING. IF EXISTING CONDUIT AND WIRE ARE STILL IN GOOD OPERABLE CONDITIONS, THEN RE-USE. CONTRACTOR IS RESPONSIBLE FOR A FULL OPERABLE LIGHTING SYSTEM .
3. EXISTING LIGHT POLE AND BASE TO BE REMOVED AND REPLACED WITH NEW. PROVIDE POLE WITH BASE AND ALL NECESSARY MATERIALS FOR A COMPLETE AND FULLY OPERABLE LIGHTING SYSTEM,

SITE PLAN GENERAL NOTES

1. LOCATIONS OF EXISTING UTILITIES ARE NOT SHOWN AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID EXISTING DUCTS, PIPING, OR CONDUITS, ETC., AND TO PREVENT HAZARDS TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES, WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, THE ENGINEER SHOULD SEARCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE THE NECESSARY ELEMENTS FOR CONSTRUCTION SAFETY.
2. CONTRACTOR SHALL VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO COMMENCEMENT OF WORK BY CONTACTING UNDERGROUND SERVICE ALERT (U.S.A.) AT 1(800) 422-4133, OR OTHER LOCAL APPLICABLE UNDERGROUND SERVICE ALERT AGENCIES.
3. THE DRAWINGS ILLUSTRATE LOCATIONS OF EQUIPMENT AND ASSEMBLIES, PULLBOXES, MANHOLES, HANDHOLES, AND VAULTS, INCLUDING OTHER ELECTRICAL UNDERGROUND STRUCTURES AND PATHWAYS. CONTRACTOR SHALL CLOSELY COORDINATE EXACT LOCATIONS AND MOUNTING DEPTHS OF ALL DEVICES, STRUCTURES AND PATHWAYS WITH OTHER TRADES PRIOR TO PLACEMENT, TO ENSURE FINAL LOCATIONS ARE OUTSIDE FEATURE LANDSCAPE AND ARCHITECTURAL AREAS AND ARE NOT IN CONFLICT WITH THE INSTALLATION OF MATERIALS BY OTHER TRADES.
4. SEE ARCHITECTURAL, CIVIL AND LANDSCAPE PLANS FOR EXACT LOCATION OF FIXTURES, PULLBOXES, MANHOLES, OTHER ELECTRICAL EQUIPMENT AND DEVICES, ETC. COORDINATE ALL UNDERGROUND STRUCTURES AND CONDUIT ROUTING WITH ARCHITECT OR OWNERS' REPRESENTATIVE PRIOR TO ROUGH-IN, TO ENSURE SUCH ITEMS ARE NOT PLACED IN PLANTING / HARDSCAPE AREAS.
5. ALL EQUIPMENT LOCATED OUTDOORS SHALL BE WEATHERPROOF, NEMA 3R RATED.
6. ALL UNDERGROUND CONDUIT SIZE SHALL NOT BE LESS THAN ¾" – U.N.O.
7. MINIMUM CONDUCTOR SIZE SHALL BE #10 AWG. – U.N.O.
8. ALL SITE BRANCH CIRCUIT CONDUIT RUNS SHALL INCLUDE AN EQUIPMENT GROUND THAT AT A MINIMUM, MATCHES THE SIZE OF THE LARGEST BRANCH CIRCUIT CONDUCTOR.
9. PROVIDE PULL STRING IN ALL EMPTY CONDUITS.

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REVISIONS	DATE

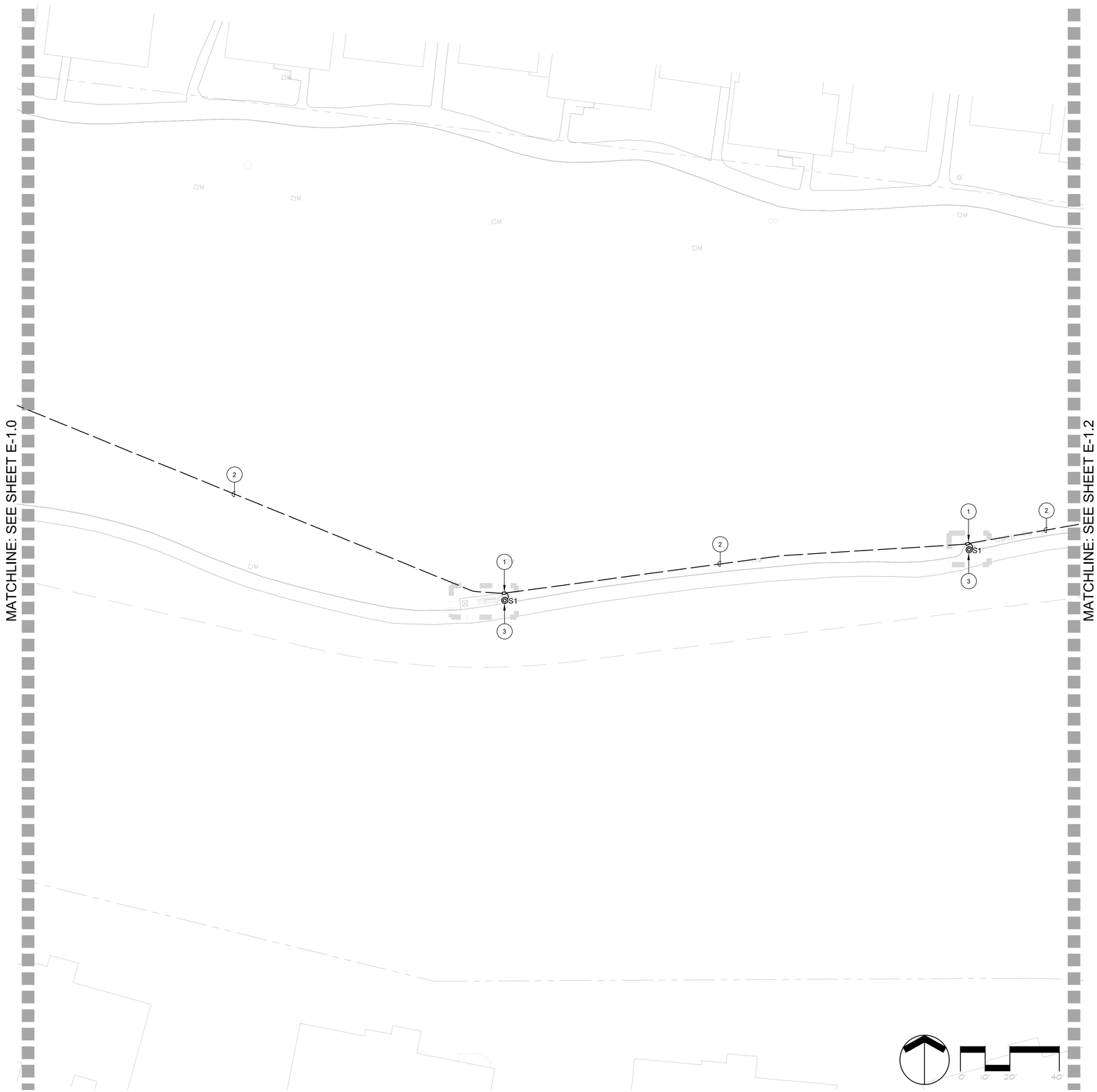
SHEET TITLE
SITE ELECTRICAL PLAN

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

SHEET
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OF

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KEY NOTES

1. 11" x 17" PULLBOX. SEE DETAIL 2/E0.2
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SITE ELECTRICAL PLAN | SCALE: 1"=20'-0" | 1

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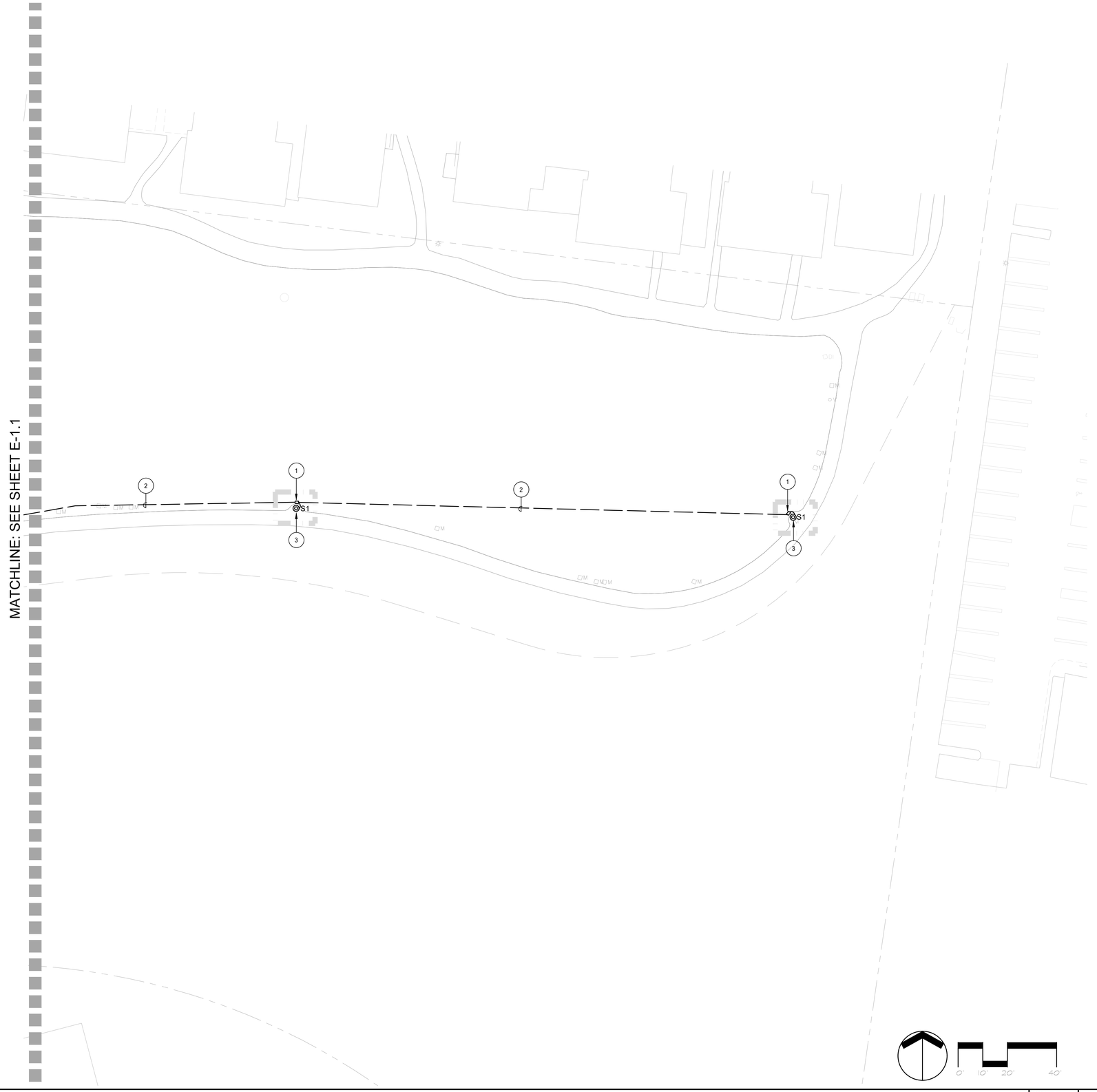
SHEET TITLE
SITE ELECTRICAL PLAN

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

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KEY NOTES

1. 11" x 17" PULLBOX. SEE DETAIL 2/E0.2
2. PROVIDE 1" C. - 2#8, 1#10 GRD. OR MATCH EXISTING CONDUIT/WIRING. IF EXISTING CONDUIT AND WIRE ARE STILL IN GOOD OPERABLE CONDITIONS, THEN RE-USE. CONTRACTOR IS RESPONSIBLE FOR A FULL OPERABLE LIGHTING SYSTEM .
3. EXISTING LIGHT POLE AND BASE TO BE REMOVED AND REPLACED WITH NEW. PROVIDE POLE WITH BASE AND ALL NECESSARY MATERIALS FOR A COMPLETE AND FULLY OPERABLE LIGHTING SYSTEM,

SITE PLAN GENERAL NOTES

1. LOCATIONS OF EXISTING UTILITIES ARE NOT SHOWN AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID EXISTING DUCTS, PIPING, OR CONDUITS, ETC., AND TO PREVENT HAZARDS TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES, WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, THE ENGINEER SHOULD SEARCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE THE NECESSARY ELEMENTS FOR CONSTRUCTION SAFETY.
2. CONTRACTOR SHALL VERIFY THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES AND STRUCTURES PRIOR TO COMMENCEMENT OF WORK BY CONTACTING UNDERGROUND SERVICE ALERT (U.S.A.) AT 1(800) 422-4133, OR OTHER LOCAL APPLICABLE UNDERGROUND SERVICE ALERT AGENCIES.
3. THE DRAWINGS ILLUSTRATE LOCATIONS OF EQUIPMENT AND ASSEMBLIES, PULLBOXES, MANHOLES, HANDHOLES, AND VAULTS, INCLUDING OTHER ELECTRICAL UNDERGROUND STRUCTURES AND PATHWAYS. CONTRACTOR SHALL CLOSELY COORDINATE EXACT LOCATIONS AND MOUNTING DEPTHS OF ALL DEVICES, STRUCTURES AND PATHWAYS WITH OTHER TRADES PRIOR TO PLACEMENT, TO ENSURE FINAL LOCATIONS ARE OUTSIDE FEATURE LANDSCAPE AND ARCHITECTURAL AREAS AND ARE NOT IN CONFLICT WITH THE INSTALLATION OF MATERIALS BY OTHER TRADES.
4. SEE ARCHITECTURAL, CIVIL AND LANDSCAPE PLANS FOR EXACT LOCATION OF FIXTURES, PULLBOXES, MANHOLES, OTHER ELECTRICAL EQUIPMENT AND DEVICES, ETC. COORDINATE ALL UNDERGROUND STRUCTURES AND CONDUIT ROUTING WITH ARCHITECT OR OWNERS' REPRESENTATIVE PRIOR TO ROUGH-IN, TO ENSURE SUCH ITEMS ARE NOT PLACED IN PLANTING / HARDSCAPE AREAS.
5. ALL EQUIPMENT LOCATED OUTDOORS SHALL BE WEATHERPROOF, NEMA 3R RATED.
6. ALL UNDERGROUND CONDUIT SIZE SHALL NOT BE LESS THAN ¾" – U.N.O.
7. MINIMUM CONDUCTOR SIZE SHALL BE #10 AWG. – U.N.O.
8. ALL SITE BRANCH CIRCUIT CONDUIT RUNS SHALL INCLUDE AN EQUIPMENT GROUND THAT AT A MINIMUM, MATCHES THE SIZE OF THE LARGEST BRANCH CIRCUIT CONDUCTOR.
9. PROVIDE PULL STRING IN ALL EMPTY CONDUITS.

UNDERGROUND SERVICE ALERT
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TWO WORKING DAYS BEFORE YOU DIG

SITE ELECTRICAL PLAN | SCALE: 1"=20'-0" | 1

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FBA Job Number: 535.086

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJTCZK
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
12/23/2025

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KEY NOTES

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
WALKWAY	+	0.8 fc	3.7 fc	0.0 fc	N/A	N/A

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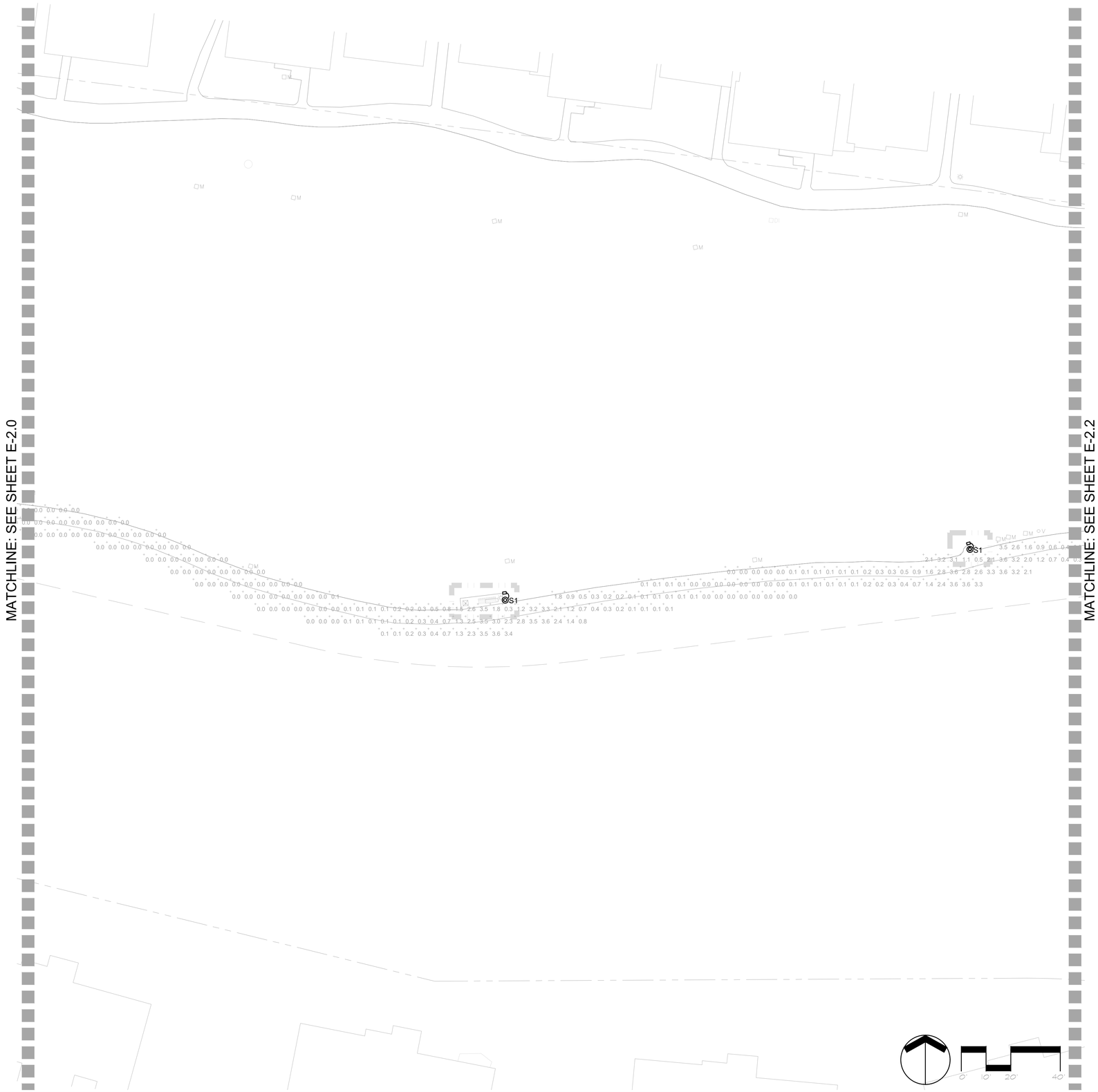
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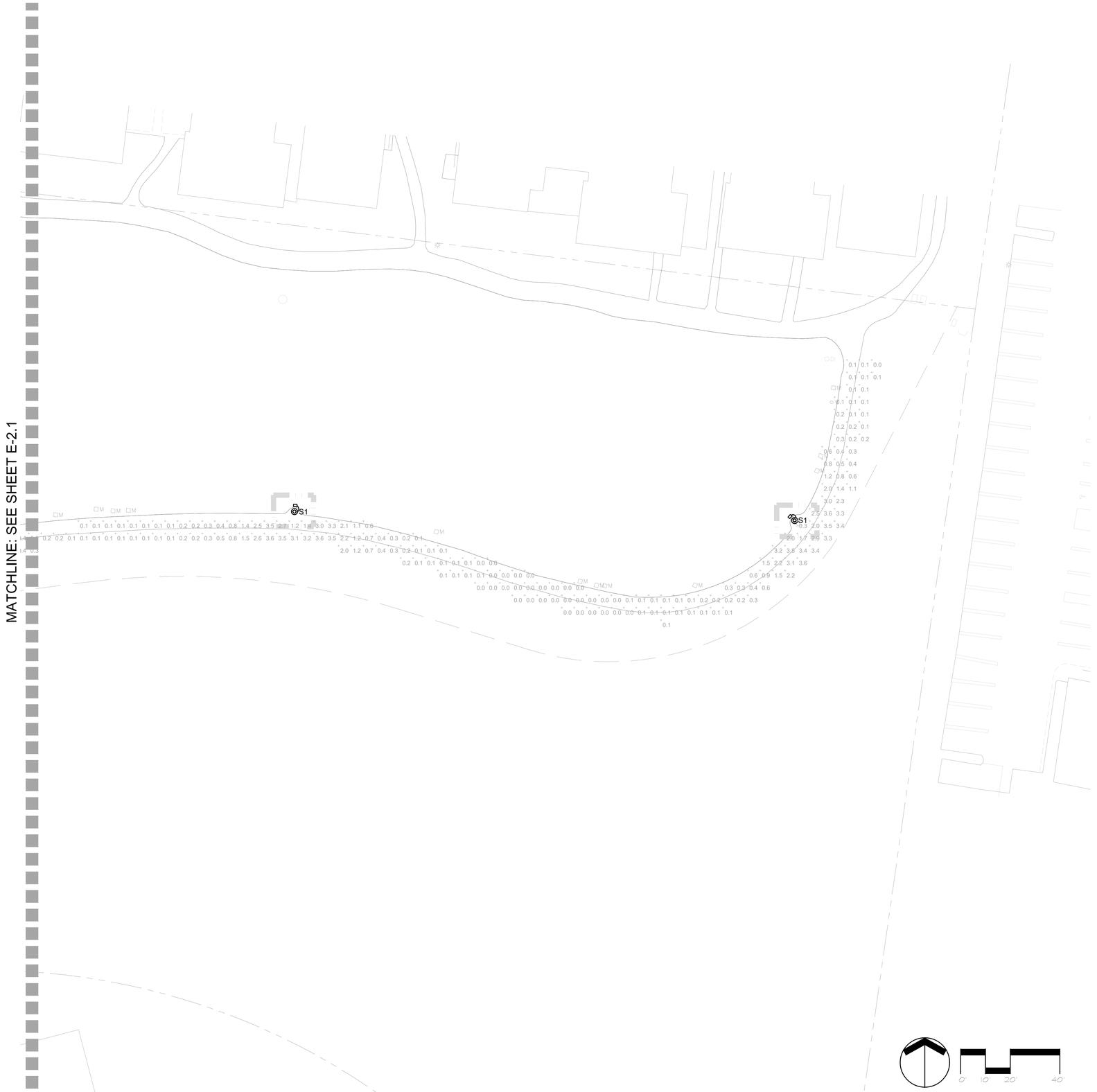
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ELECTRICAL SPECIFICATIONS:

PART 1.00 GENERAL

1.01 RELATED DOCUMENTS

A. The Requirements of the General Conditions, Supplementary General Conditions and pertinent provisions of Sections in Division One of these Specifications apply to the work specified in this Section.

1.02 SCOPE

A. Work Included: All labor, materials, appliance, tools, equipment, facilities, transportation, and service necessary for, and incidental to, performing all operations in connection with furnishing, delivery, and installation of the work of this Section, complete, as shown on the Drawings and/or specified herein.

1.03 GENERAL SUMMARY OF ELECTRICAL WORK

A. The Specifications and Drawings are intended to cover a complete installation of systems. The omission of expressed reference to any item of labor or materials for the proper execution of the work in accordance with present practice of trade shall not relieve the Contractor from providing such additional labor and materials.

B. Refer to the Drawings and Shop Drawings of other trades for additional details which affect the proper installation of this work.

C. The Electrical Drawings are diagrammatic in many respects. It is not within the scope of these Drawings to show all necessary bends, offsets, or pullboxes required. Sizes and locations of equipment and wiring may be distorted for clarity on the Drawings. Exact locations of all lighting fixtures, outlets, exit signs, wiring devices, and the like, shall be shown on Architectural Drawings, as dimensioned on Plans, or as approved by Architect.

D. Before submitting a bid, the Contractor shall familiarize himself with all features of the existing site, and all Building Drawings and Site Drawings which may affect the execution of the work. No extra payment will be allowed for failure to obtain this information.

1.04 LOCATIONS OF EQUIPMENT

A. The Drawings indicate diagrammatically the desired locations of arrangements of conduit runs, outlets, equipment, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference of structural conditions encountered.

B. The Drawings indicate approximate locations of existing conduits. The exact routing shall be verified in field and length of conductors shall be adjusted to the length required.

C. Coordinate and cooperate in every way with other trades in order to avoid interference and assure a satisfactory job.

1.05 QUALITY ASSURANCE, STANDARDS AND SYMBOLS

A. Work and materials in full accordance with the latest rules and regulations of the California Code of Regulations, Title 24, Title "8 Division of Industrial Safety", California Electrical Code, the National Life Safety Code, pertinent N.F.P.A. Publications and other Federal State or other City Agencies Having Jurisdiction.

B. Keep a copy of all applicable Codes available at the job site at all times while performing work under this Section. Nothing in Plans or Specifications shall be construed to permit work not conforming to the most stringent of Codes.

C. Should any changes be necessary in the Drawings or Specifications to make the work comply with these Requirements, the Contractor shall notify the Architect at once in writing and cease work in parts of the Contract which are affected.

1.06 SUBMITTALS

A. Material Lists and Shop Drawings

1. Submit copies of materials list and Shop Drawings for approval. The materials list of installation materials shall indicate proposed Equipment Manufacturers. Submittals shall be organized in completed bound groups for materials (i.e., all lighting fixtures or all switchgear, etc.). Departure from the above procedure will result in resubmittals and delays. The Contractor shall verify dimensions of equipment and be satisfied as to fit and that they comply with all Code Requirements relating to clear working space about electrical equipment prior to submitting Shop Drawings for approval. Where current limiting fuse devices are specified, submit technical data to indicate fuses adequately protect equipment and that the fuses are selective to the circuit breakers that it protects.

2. Submit Shop Drawings for all electrical items except installation materials such as conduit, conduit fittings, outlet boxes, 600-volt conductors, wiring devices, etc.

3. Submittals which are intended to be reviewed as a substitution or departure from the Contract Documents must be specifically noted as such or the Requirements of the Contract Documents will prevail, regardless of the acceptance of the submittal.

4. Shop Drawings shall include Dimensioned Plans, elevations, details, wiring diagrams and descriptive literature of component parts where applicable.

5. Shop Drawings shall include the Manufacturer's projected days for shipment from the factory of completed equipment, after the equipment is released for production by the Contractor. It shall be the responsibility of the Contractor to ensure that all material and equipment is ordered in time to provide an orderly progression of the work. The Contractor shall notify the Architect of any changes in delivery which would affect the Project completion date.

B. Maintenance and Operation Manuals

1. Contractor shall furnish three copies of typewritten maintenance and operating manuals for all electrical equipment to the Owner and instruct Owner's Personnel in correct operation of all equipment at completion of project.

2. Maintenance and operating manuals shall be bound in three-ring, hard-cover, plastic binders and shall be delivered to the Owner with letter of transmittal, carbon copy to the Architect.

C. Portable or Detachable Parts: The Contractor shall retain in his possession and be responsible for all portable and detachable parts or portions of the installation such as fuses, keys, locks adapters, locking clips, and inserts until final completion of his work. These parts shall then be delivered to the Owner, or his authorized Representative and an itemized receipt obtained, with copies of receipt sent to the Architect.

1.07 RECORD DRAWINGS

A. Provide and maintain in good order a complete set of Electrical Contract prints. Changes to the Contract to be clearly recorded on this set of prints. At the end of the project, the Contractor shall transfer all changes to one set reproducible Drawing to be delivered unfolded to the Architect.

B. The Contractor shall keep the "As-Built" Prints up to date current with all work performed.

1.08 CLEANING EQUIPMENT, MATERIALS, PREMISES

A. All parts of the equipment shall be thoroughly cleaned of dirt, rust, cement, plaster, etc., and all cracks and corners scraped out clean. Surfaces to be painted shall be carefully cleaned of grease and oil spots and left smooth, clean and in proper condition to receive paint finish.

1.09 JOB CONDITIONS - PROTECTION

A. Protect all work, materials and equipment from damage from any cause whatever and provide adequate and proper storage facilities during the progress of the work. Provide for the safety and good condition of all the work until final acceptance of the work by the Owner and replace all damaged or defective work, materials and equipment before requesting final acceptance.

1.10 CUTTING AND PATCHING

A. Perform cutting and patching on the construction work which may be required for the proper installation of the electrical work. Patching shall be of the same material, workmanship and finish as specified and accurately match surrounding work to satisfaction of the Architect.

1.11 IDENTIFICATION

A. Panelboards, terminal cabinets, circuit breakers, disconnect switches, starters, relays, time switches, contactors, pushbutton control stations, and other apparatus used for operation of controls of feeders, circuits, appliances, or equipment shall be properly identified by means of descriptive nameplates or tags permanently attached to the apparatus and wiring.

B. Nameplates shall be engraved laminated phenolic. Shop Drawings with dimensions and format shall be submitted to the Architect before installation. Attachment to equipment shall be with escutcheon pins, rivets, self-tapping screws or machine screws. Self-adhering or adhesive backed nameplates shall not be used.

C. Provide black-on-white laminated plastic nameplate for normal power and white-on-red nameplate for emergency power, engraved in minimum 1/4-inch-high letters sized as required, to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.

1. Service Equipment:

a. Use identification nameplate to identify each service disconnecting means.
b. For buildings or structures supplied by more than one service, or any combination of branch circuits, feeders, and services, use identification nameplate or means of identification acceptable to authority having jurisdiction at each service disconnecting means to identify all other services, feeders, and branch circuits supplying that building or structure. Verify format and descriptions with authority having jurisdiction.

D. Cardholders and cards shall be provided for circuit identification in panelboards. Cardholders shall consist of a metal frame retaining a clear plastic cover permanently attached to the inside of panel door. List of circuits shall be typewritten on card. Circuit description shall include name or number of circuits, area, and connected load.

1.12 ELECTRICAL WORK CLOSEOUT

A. Prepare the following items and submit to the Architect before final acceptance.

1. Two copies of all test results as required under this Section.

2. Two copies of Local and/or State Code Enforcing Authorities final inspection certificates.

3. Copies of As-Built Record Drawings as required under the General Conditions, pertinent Division One Section and Electrical General Provisions.

4. Two copies of all receipts transferring portable or detachable parts to the Owner when requested.

5. Notify the Architect in writing when installation is complete and that a final inspection of this work can be performed. In the event defects or deficiencies are found during this final inspection, they shall be corrected to the satisfaction of the Architect before final acceptance can be issued.

6. Three copies of operating and maintenance instruction books covering all electrical equipment and systems.

1.13 EQUIPMENT SEISMIC REQUIREMENTS

A. Equipment supports and anchorages provided as part of the contract shall be designed, constructed and installed in accordance with the earthquake regulations of the California Building Code, Title 24, Section 1632A, and the Uniform Building Code, (UBC).

PART 2 - PRODUCTS

2.01 CONDUIT

A. Rigid metal conduit: Steel, hot-dip galvanized, sherardized or zinc coated.

B. Intermediate Steel Conduit (IMC): Steel, hot-dip galvanized, sherardized or zinc coated. Couplings and connectors shall be threaded and rated "liquid tight".

C. Electrical metallic tubing: Steel, galvanized or sherardized. Couplings and connectors, seamless steel construction and of the set screw or watertight compression type equal to Thomas & Betts Co. #5123 or #5031 Series, complete with insulated throats.

D. Flexible Conduit: Steel, galvanized. Connector shall be equal to Thomas & Betts Co. #3312 and/or #3332 Series, complete with insulated throat.

E. Liquid-tight flexible conduit: Sealtite Type U.A. with Appleton Series "ST" connectors.

F. Rigid Non-Metallic Conduit (RNMC):

1. Polyvinyl Chloride (PVC)-RNMC

a. PVC-Schedule 40 heavy wall construction.
b. PVC-Schedule 80 extra heavy wall construction.
c. PVC-Type EB.

2. RNMC fittings connecting to metallic raceways shall be provided with a ground/bond jumper connection.

G. Conduit Bodies: Provide types and sizes as required for the location and application. Covers shall be gasketed and secured with corrosion resistant screws.

2.02 WIRE AND CABLE

A. Copper conductors: #12 AWG minimum unless specifically noted otherwise on the Drawings. Conductors #10 AWG and smaller shall be solid and #8 AWG and larger shall be stranded. Type of wire as noted on Drawings or as follows:

1. Type THWN/THHN insulation used for all conductors unless otherwise noted.

2. Type XHHW or THWN insulation shall be used where conductors are installed in conduit exposed to the weather.

3. The following color code for 120/208-volt branch circuits: Neutral - White (Tape feeder neutrals with white tape near connections); Ground - Green; Isolated Ground - Green with yellow stripe; Phase A - Black; Phase B - Red; Phase C - Blue.

4. The following color code for 277/480-volt branch circuits: Neutral - Grey - Tape feeder neutrals with Grey tape near connections); Ground - Green; Phase A - Brown; Phase B - Orange; Phase C - Yellow.

5. When individual neutral conductors are required for each branch circuit, the color code for the neutral conductors shall be as follows: Phase A - White with Black stripe; Phase B - White with Red Stripe; Phase C - White with Blue stripe. All common neutral conductors, when required, shall be White without any stripes.

6. Feeders identified as to phase or leg in each panelboard with printed identifying tape.

2.03 OUTLET BOXES

A. Pull and Junction Boxes: Provide types and sizes as indicated or as required for the location, application and wire fill per CEC Requirements. For indoor dry locations coat with rust inhibitor and gray baked enamel finish. For wet locations provide hot-dipped galvanized material with gray baked enamel finish and gasketed covers.

2.04 RECEPTACLES

A. All receptacles in flush type outlet boxes shall be installed with a bonding jumper for ground between the grounded outlet box and the receptacle ground terminal. Grounding through the receptacle mounting straps is not acceptable. The bonding jumper shall be sized in accordance with the branch circuit protective device as tabulated herein under "grounding". Bonding jumper shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screws 6-32 or larger. For receptacles in surface mounted outlet boxes direct metal-to-metal contact between receptacles mounting strap (if it is connected to the ground contacts) and outlet boxes may be used.

B. Duplex convenience receptacles shall be Specification grade, color white, 120-volt, 15 amp, NEMA 5-15R grounding type with grounding contact which is internally connected to the frame. Outlet shall accommodate standard parallel blade cap and shall be back and side wired. Hubbell #CR5252 or equal by P&S or Leviton.

C. Where duplex receptacle is supplied by separate 20-amp, circuit, receptacle shall be NEMA 5-2OR. Hubbell #CR5352 or equal by P&S or Leviton.

D. Ground fault type duplex receptacle shall be 15-amp outlet with 20-amp feed through, NEMA 5-15R. Hubbell #GFR5252 or equal by P&S or Leviton.

E. Weatherproof Receptacle: Ground fault type duplex receptacle. On exposed conduit runs, weatherproof ground fault type receptacles as hereinbefore specified, installed in "FS" condulet. Covers shall be one of the following door type covers: Hubbell #WP26M or equal by P&S.

F. Special outlets as indicated on Drawings.

G. Color of receptacles shall be as selected by Architect.

2.05 LIGHTING FIXTURES

A. Lighting fixtures shall have all parts and fittings necessary to complete and properly install the fixture. All fixtures shall be equipped with lamps of size and type specified.

B. The catalog number on the Lighting Fixture Schedules are for indicating the general type, quality and size of the fixture. The use of the catalog numbers do not include all the necessary accessories that may be required for a complete and operable installation.

C. The lighting fixtures as specified on the Fixture Schedule are called out by Fixture Type letter or number and correspond with the Fixture Types indicated at the outlets shown on the Drawings.

2.06 LIGHTING STANDARDS (SUPPORT POLES, POLE MOUNTED LIGHTING FIXTURES AND LUMINAIRES)

A. General

1. Lighting poles, pole bases, pole arms, lighting fixtures (luminaires), supports with all lighting pole attachments and anchors shall be designed and constructed to withstand not less than 100 mile per hour steady horizontal wind loading and 130 mile per hour horizontal wind gust loading, without any damage to the lighting standards.

2. Provide tamper-resistant "hand-hole" and cover on the pole, for access into wiring terminations inside the pole. Provide ground "lug" attachment for equipment bond conductor.

3. Provide factory applied weather protective base undercoat and final finish on all exposed and internal components. Color as indicated or as selected by Owner's Representative.

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B. Base

1. Provide a base plate at the bottom of each pole to attach and secure the pole to the pole anchor bolts. The base plate shall be permanently attached to the bottom of the pole.

C. Anchors

1. Anchor bolts shall be threaded the entire bolt length, not less than four bolts for each pole equally spaced around the pole base. Provide a minimum of two threaded nuts for each anchor bolt. Install a nut on the top and bottom sides of each base plate anchor bolt location. No less than four threads shall be exposed after pole is installed and leveled.

2.07 STRUCTURAL AND MISCELLANEOUS STEEL

A. Structural and miscellaneous steel used in connection with electrical work and located out-of-doors or in damp locations, to be hot-dip galvanized unless otherwise specified. Included are underground pullbox covers and similar electrical items. Galvanizing average 2.0 ounce per square foot and conform to ASTM A123.

2.08 CIRCUIT BREAKER

A. Where two or three pole breakers occur in the panels, they shall be common trip units. Single pole breakers with tie-bar between handles will not be accepted.

B. Circuit Breakers shall be arranged in the panels so that the breakers on the proper trip settings and numbers correspond to the numbering in the panel schedules on the Drawings. Circuit numbers of breakers shall be black-on-white micarta tabs or other previously approved method. Circuit number tabs which can readily be changed from front of panel will not be accepted. Circuit number tabs which can shall not be attached to or be a part of the breaker.

C. Circuit Breakers shall be bolt on type.

2.09 DISCONNECTS

A. Disconnect switches shall be 250 volt or 600-volt A.C., NEMA Type HD, quick-made, quick-break, h.p. rated, fusible or non-fusible Class "R", in NEMA Type 1 enclosure, lockable, with number of poles and amperage as indicated on the Drawings. Where enclosure is indicated W.P. (weatherproof) switches shall be in rain-tight NEMA Type 3R enclosure, lockable. Maximum voltage, current and horsepower rating clearly marked on the switch enclosure and switches having dual element fuses shall have rating indicated on the metal plate. Manufactured by GE, Square-D or approved equal.

PART 3 - EXECUTION

3.01 GROUNDING

A. Grounding shall be executed in accordance with all applicable Codes and Regulations and local authorities having jurisdiction.

B. Provide ground conductor in all branch circuit conduits serving receptacle loads.

C. Ground conductors for branch circuit wiring shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screws, 6-32 or larger.

D. Each panelboard, switchboard, pullbox or any other enclosure in which several ground wires are terminated shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.

3.02 CONDUIT

A. The sizes of the conduits for the various circuits as indicated on the Drawings and as required by Code for the size and number of conductors to be pulled therein. Open ends capped with approved manufactured conduit seals as soon as installed and kept capped until ready to pull in conductors. Where running thread unions are necessary, only approved manufactured conduit unions used. No bends or offsets will be permitted unless absolutely necessary. Conduits to be concealed except as noted otherwise.

B. Rigid steel conduit or intermediate metal conduit shall be used where placed underground in concrete, in brick or masonry walls or exposed on roofs. Rigid steel conduit shall not be installed in direct contact with the earth or sand. Conduits installed in a wet, or exposed location in concrete have threads filled with red lead. For short runs of conduits installed in the ground and with Architect's approval, conduits may be "hall" lapped with polyvinyl chloride tape equal to Scotch Wrap. Joints to be "double" wrapped. Tape shall be 10 mil. thick.

C. RNMC Installation Locations

RNMC conduit and RNMC fittings shall be installed in the following locations containing only "non-hazardous material":

1. Underground, concealed below earth grade, unless specifically noted or specified otherwise.

2. Exposed on utility service poles, for pole risers at 9-feet or higher above finish grade, Schedule 80 PVC only.

3. RNMC type "EB" conduit(s) shall be concrete encased along the entire length of the conduits for all installation locations.

D. Conduit placed against concrete above ground fastened to the concrete with pipe straps or one-screw conduit clamps attached to the concrete by means of expansion screw anchors and screws.

E. Conduits which are installed at this time and left empty for future shall have polyvinyl rope left in place for future use.

F. Conduit Separation:

1. Conduit installed underground or below building slab without full concrete encasement: Shall be separated from adjacent conduits of identical systems (i.e., signal to signal, data to data, power to power, control to control etc.) by a minimum of 3-inches. Conduits of non-identical systems (i.e., signal to power; data to power; power to control; signal to control, etc.) shall be separated by a minimum of 12-inches.

2. Conduit installed underground with full concrete encasement; shall be separated from adjacent conduits of similar systems (100 volt and less) by a minimum of 2-inches; conduits for non-power systems (100 volts and less to ground) shall be separated by a minimum of 6-inches from power circuits (over 100 volts to ground); conduits for power circuits shall be separated from adjacent conduits of similar power systems (over 100 volts to ground) by a minimum of 3-inches.

3. Separation of conduits entering termination points or crossing other conduits may be reduced as required within 60-inches of the termination or crossing points.

4. Conduits containing Utility Company service circuits (i.e., electrical power, telephone, or cable television) shall be separated a minimum of 12-inches from all other utilities and conduits, with or without concrete encasement, metallic or non-metallic conduit, above grade or underground conduit locations.

G. Conduit Underground Locations:

1. Conduits which are run underground exterior to building slab shall be continuously concrete encased, except 15 thru 50 ampere power branch circuit conduits underground do not require concrete encasement.

2. Concrete for encasement of underground conduits shall be 2000-PSI 28-days cure strength with a mix of cement, sand, water and maximum of 3/4-inch gravel. Concrete encasement of conduits shall be continuous without voids. The encasement shall extend 3-inches past the edges of all conduits on all sides of the circuit.

3. Conduits located below or adjacent to structural foundations shall be separated from the foundation by a minimum of 12-inches. Conduits located below structural foundations shall be fully and continuously concrete backfilled and encased between the bottom of the foundation to the bottom of the conduits. The concrete shall be 4000-PSI 28-day cure strength instead of 2000-PSI concrete.

4. Conduits of any size and type (including 15-ampere thru 50 ampere power branch circuits) located under roads, and "Transit-System" right of way shall be concrete encased.

5. Three or more underground conduits occupying the same trench shall be separated and supported on factory fabricated, non-metallic, duct/conduit support spacers. The spacers shall be modular, keyed interlocking type, "Built-Up" to accommodate quantity, size orientation and spacing of installed conduits. The spacers shall maintain a constant distance between adjacent conduit supports and hold conduits in place during trench backfill operations. Minimum support spacer installation interval along with length of the conduits shall be as follows:

a. Concrete encased conduits, not less than 8-feet on center.
b. Non-concrete encased conduits, not less than 5-feet on center.

6. Provide trenching, excavation, shoring and Back-filling required for the proper installation of underground conduits. Tops of backfill shall match finish grade.

7. Bottoms of trenches shall be cut parallel to "Finish Grade" elevation. Make trenches 12-inches wider than the greatest diameter of the conduit.

8. Back-filling Trenches for Conduits without Concrete Encasement Requirements.

a. Conduits which are not required by the Contract Documents to be concrete encased and are located exterior to building slab, shall be set on a 3-inch bed of damp clean sand. Conduit trenches shall be backfilled to within 12-inches of finished grade with damp sand after installation of conduit is completed. Remainder of backfill shall be native soil.
b. Conduits located under a building which are not required by the Contract Documents to be concrete encased, shall be completely backfilled and compacted with clean damp sand to the same level as the building foundation pad.
c. Provide a continuous yellow 12-inches wide flat plastic tracer tape, located 12-inches above the conduits in the trench. The tracer tape shall be imprinted with "Warning-Electric Circuits" a minimum of 24-inches on center.

9. Backfilling trenches for conduits under paved areas:

a. In addition to the Requirements of conduit concrete encasement; conduits under walkways, roads, parking lots, driveways, and buildings shall be cast in place concrete "Slurry Mix" backfill. The slurry mix shall cover each side and top of conduits and conduit concrete encasement. The slurry mix shall be continuous to the underside of the finish subgrade surface.

10. Backfilling trenches for conduits with Concrete Encasement Requirements by the Contract Documents:

a. Trenches with all conduits concrete encased shall be backfilled with clean damp sand when located under building pads.
b. Trenches with all conduits concrete completely (sides, top, and bottom) encased and not located under a building pad and not located under paved areas, shall be backfilled with clean damp sand or native soil.
c. Concrete mix, consisting of cast-in-place concrete, sand, and gravel. 2000psi compressive 28-day cure strength. Red-dye concrete coloring. See Additional Requirements.

11. Backfill material:

a. Sand backfill shall be clean with no clay or organic materials, free of State of California and EPA defined toxic constituents, total chloride content less than 500 ppm, total sulfate content less than 150 ppm, sand pH greater than 4.5 and less than 9.0. Sand and native soil backfill of trenches shall be machine vibrated in 6-inch lifts to provide not less than 90% compaction of backfill.
b. Native soil backfill shall have no gravel or stones, and no organic matter of aggregate greater than 1-inch.
c. Concrete mix and slurry mix backfill shall be machine vibrated during installation to remove "Air-Voids".
d. The slurry mix shall consist of concrete, clean gravel, clean sand and clean water mixture, 1000psi compressive 28-day cure strength. Maximum shrinking of slurry mix shall not exceed 5% wet to dry.

12. Installation depth below finish grade of underground conduits and underground raceways. In no condition/location less than 12-inches below winter underground frost-line. Underground depth dimensions shall be measured from finish top of grade elevation to top of all underground conduits/raceways, typically except under buildings.

a. Under non-traffic areas not covered with paving or concrete, not less than 24-inches underground.

b. Under traffic areas including roads and parking areas, not less than 36-inches underground.

c. Under public/private transit system right-of-way and railroad right-of-way, not less than 48-inches underground.

13. Conduit crossing existing underground utilities shall cross below the bottom depth of the existing utilities. If the top portion of the existing utility depth below finish grade exceeds 72-inches and the specified separation and depths are maintained when crossing over the top of the existing underground utility, the conduit may cross above the existing underground utility.

14. Provide long radius horizontal bends (minimum radius of 36-times the conduit diameter) in underground conduits where the conduit is in excess of 100-feet long.

15. Conduits installed below grade and on grade below buildings, shall not be smaller than 0.75-inch.

16. Underground conduits entering a building shall be sloped. The conduit direction of slope shall be away from the building and shall prevent water in the conduit from "Gravity Draining" towards the building. The conduit slope "High Point" shall originate from the building, out to the first exterior pullbox, manhole etc. exterior conduit termination "Low Point". The minimum slope angle shall be a constant 8-inches (or greater) of fall for each 100-feet of conduit length.

17. Raceway/Conduits, which are installed at this time and left empty for future use, shall have 0.25-inch diameter polyvinyl rope left in place for future use. The pull rope shall be 500-pounds minimum tensile strength. Provide a minimum of 5-feet of slack at each end of pull ropes.

3.03 WIRE AND CABLE

A. Branch circuit and fixture joints for #10 AWG and smaller wire shall be made with UL-approved connectors listed for 600 volts, approved for use with copper and/or aluminum wire. Connector to consist of a cone-shaped, expandable coil spring insert, insulated with a nylon shall and 2 wings placed opposite each other to serve as a built-in wrench or shall be molded one-piece as manufactured by "Scotchlok".

B. Branch circuit joints #8 and larger screw pressure lugs made of high strength structural aluminum alloy and UL-approved for use with both copper and/or aluminum wire as manufactured by Thomas & Betts.

C. Splices insulated with plastic splicing tape, half-lapped and at least the thickness of the wire insulation. Tape shall be fresh and quality equal to Scotch.

D. Correspond each circuit to the branch number indicated on the panel schedule shown on the Drawings except where departures are approved by the Architect or the Owner's Inspectors.

E. All wiring, including low voltage, shall be installed in conduit, unless otherwise noted. Conduit may be omitted for low voltage interconnect wiring between ceiling mounted occupancy sensors where plenum rated wiring is installed above accessible ceilings.

F. Control wiring to conform to the wiring diagrams shown on the Mechanical Drawings and the Manufacturer's wiring diagrams. Control the equipment in the manner specified under the "Mechanical" Section of the Specifications. Control wire to be color-coded for each in making final connections. Tag all spare conductors.

G. Wiring within panel enclosures to be neatly grouped and laced with Thomas & Betts "Ty-rap" spaced 3" apart and fanned out to the terminals. Tag all spare conductors.

3.05 LIGHTING

A. Install lighting fixtures in accordance with the Manufacturers installation instructions and industry standards.

B. Provide all mounting accessories, hardware, trims fittings as and required for proper installation into the ceiling construction type.

C. Refer to the Architectural Drawings for the exact location and placement of the lighting fixtures.

D. Test each lighting fixture and respective lighting controls to confirm that proper operational and performs to the Manufacturers Specifications.

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VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAUTCK
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
12/23/2025

REVISIONS	DATE

SHEET TITLE
ELECTRICAL SPECIFICATIONS

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

SHEET
E-3.1
OF

FBA Engineering / Plot Date: 12/23/2025 8:15 AM / Plotted by: Josue Saldana / Drawing Location: I:\535\086\E3.1_535086_ELECTRICAL SPECIFICATIONS.dwg

CITY OF LAGUNA HILLS
CALIFORNIA

PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR
VEEH RANCH PARK REHABILITATION

PROJECT NO. CIP 241-E

PREPARED FOR

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

PREPARED BY

RJM DESIGN GROUP
21591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO, CA 92675

April 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
VEEH RANCH PARK REHABILITATION

Prepared Under the Supervision of:



Larry P. Ryan, CA LLA #2505

4/3/2026
Date

Approved By:

Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2026

Date

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF

VEEH RANCH PARK REHABILITATION

NOTICE IS HEREBY GIVEN that sealed bids for the **Veeh Ranch Park Rehabilitation** ("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 **2:30 p.m. on Thursday, June 2, 2026**, at which time they will be publicly opened and read aloud.

PRE-BID MEETING: A pre-bid meeting will be held at the Project sites on **Wednesday, May 20, 2026.**

The pre-bid meeting will be held at Veeh Ranch Park **at 9:00 a.m. on Wednesday, May 20, 2026. *Site Address: Western edge of Veeh Ranch Park, Santa Vittoria Drive, Laguna Hills, California 92653.*** The meeting is **not mandatory** but attendance is highly encouraged.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including play equipment and safety surfacing installation, site furnishing replacement and installation, park monument sign installation, concrete flatwork installation, landscape and irrigation installation 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, Traffic Control Plan, 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 Joe Ames at JAmes@lagunahillsca.gov.

Dated this 28th day of May 2026.

City of Laguna Hills, California

BY _____
KAREN HAMMAN, INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR

VEEH RANCH PARK REHABILITATION

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, VEEH RANCH PARK REHABILITATION PROJECT- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within 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). Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

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

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14. PREVAILING WAGE RATES

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

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

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

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

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

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

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section

12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

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

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

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

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

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency’s written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS

PROPOSAL
FOR

VEEH RANCH PARK REHABILITATION

TO **CITY OF LAGUNA HILLS**, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____ DATE:_____, 20__

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

_____

_____ _____
(Signature)

PHONE: (___)_____ TITLE:_____

Subscribed and sworn to before me BY: _____
this _____ day of_____, 20___ (Print Name)

_____ _____
(Signature of Notary Public) (Signature)

(Attach Jurat) TITLE: _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name:_____

Business Address:_____

Email:_____ Telephone:( )_____

State Contractor's License No. and Class:_____

Original Date Issued:_____ Expiration Date:_____

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

_____

_____

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

_____

_____

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

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

TITLE: _____

(SEAL)

BIDDER'S NAME:_____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME:_____

REFERENCES

The 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:_____
Address:_____
Phone No.:_____ Contact:_____
Description of Work:_____

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

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

DESIGNATION OF SURETIES

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

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

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

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

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

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number:_____

DIR Registration No.:_____

Name of Individual Contractor (Print or type):

_____

Signature of Owner(s):_____ _____

Business Address:_____

or

Name of Company:_____

Business Address:_____

Officers:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

or

Name of Corporation: _____

Business Address:_____

Corporation organized under the laws of the State of:

_____ _____

Name of President of Corp./ Company Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____ _____

(Signature of Notary Public) (Signature)

TITLE: _____

(SEAL)

Bond Amount $_____
Bond Number_____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS,_____ (the "Principal") has submitted a
(NAME OF BIDDER)
bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

_____(the "Work"), as specifically set
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
forth in documents entitled_____,
(TITLE OF BID PACKAGE)
Dated:_____, 20____(the "Specifications").

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Bond Amount $_____
Bond Number_____

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

BIDDER'S NAME:_____

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_____[date], at _____[city], _____ [state]."

Signed:_____

_____
Title

Subscribed and sworn to before me
this_____ day of_____, 20___.

_____
Signature of Notary Public

(SEAL)

CITY OF LAGUNA HILLS

PROPOSAL BASE BID SHEETS
FOR

VEEH RANCH PARK REHABILITATION

PROJECT START-UP
BID ITEMS 1-2:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Mobilization (2% of Base Bid)	1	LS		
2	Temporary Construction CL Fence	2,593	LF		

SUBTOTAL IN FIGURES:
(PROJECT START-UP) $_____

DEMOLITION/REMOVAL
BID ITEMS 3-9:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
3	Demolition and Removal of Sand	1,500	SF		
4	Demolition and Removal of Resilient Surfacing	1,630	SF		
5	Demolition and Removal of Existing Park Lighting	7	EA		
6	Demolition and Removal of Existing Park Monument Sign	1	LS		
7	Demolition and Removal of Existing Picnic Tables	2	EA		
8	Demolition and Removal of Existing Benches	3	EA		
9	Demolition and Removal of Existing Waste Receptacles	3	EA		

SUBTOTAL IN FIGURES:
(DEMOLITION/REMOVAL) $_____

ELECTRICAL/LIGHTING/UTILITIES
BID ITEMS 10-11:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
10	Park Security Lighting	7	EA		
11	Misc. Electrical (Conduit and Wiring, Pull Boxes, Distribution, Etc.)	1	LS		

SUBTOTAL IN FIGURES:
(ELECTRICAL/LIGHTING/UTILITIES) $_____

HARDSCAPE
BID ITEM 12:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
12	Resilient Rubberized Surfacing at Play Area	3,181	SF		

SUBTOTAL IN FIGURES:
(HARDSCAPE) $_____

SITE FURNISHINGS
BID ITEMS 13-18:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
13	Playground Equipment	1	LS		
14	Playground Equipment Installation	1	LS		
15	Park Monument Signage	1	LS		
16	Concrete Picnic Tables (2 ADA / 1 standard)	3	EA		
17	Benches	3	EA		
18	Waste Receptacles	3	EA		

SUBTOTAL IN FIGURES:
(SITE FURNISHINGS) $_____

TOTAL BASE BID IN FIGURES FOR VEEH RANCH PARK REHABILITATION PROJECT
(PROJECT START-UP + DEMOLITION/REMOVAL + ELECTRICAL/LIGHTING/UTILITIES + HARDSCAPE + SITE FURNISHINGS):

$ _____

TOTAL BASE BID IN WORDS FOR VEEH RANCH PARK REHABILITATION PROJECT
(PROJECT START-UP + DEMOLITION/REMOVAL + ELECTRICAL/LIGHTING/UTILITIES + HARDSCAPE + SITE FURNISHINGS):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF THE BASE BID ONLY.

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 ADDITIVE BID SHEETS
FOR

VEEH RANCH PARK REHABILITATION

HARDSCAPE
BID ITEM 1:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-1	Concrete Paving	684	SF		

SUBTOTAL IN FIGURES:
(HARDSCAPE) $_____

SITE FURNISHINGS
ADDITIVE BID ITEMS 1-8:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
AB-1	Additive Bid Playground Equipment with Shade	1	LS		
AB-2	Additive Bid Playground Equipment with Shade Installation	1	LS		
AB-3	Concrete Picnic Table	1	EA		
AB-4	Benches	6	EA		
AB-5	Waste Receptacles	1	EA		
AB-6	Drinking Fountain	1	EA		
AB-7	Park Monument Signage	1	LS		
AB-8	Drinking Fountain	1	EA		

SUBTOTAL IN FIGURES:
(SITE FURNISHINGS) $_____

TOTAL ADDITIVE BID IN FIGURES (DEMOLITION/REMOVAL + ELECTRICAL/LIGHTING + SITE FURNISHINGS):

$ _____

TOTAL ADDITIVE BID IN WORDS DEMOLITION/REMOVAL + ELECTRICAL/LIGHTING + SITE FURNISHINGS):

_____DOLLARS

AND_____CENTS.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. AWARD SHALL BE ON THE BASIS OF THE BASE BID ONLY.

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 BASE & ADDITIVE BID SHEETS
FOR

VEEH RANCH PARK REHABILITATION PROJECT

PROPOSAL

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

BIDDER_____

_____

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

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:_____

BIDDER'S NAME:___

BIDDER'S CERTIFICATION FOR

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

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR VEEH RANCH PARK REHABILITATION PROJECT AND IN THE SPECIAL PROVISIONS FOR VEEH RANCH PARK REHABILITATION PROJECT and accepts all conditions and requirements contained therein.

_____
Bidder

_____ _____
By Date

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

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT
FOR

VEEH RANCH PARK REHABILITATION PROJECT

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. 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 Dollars ($0.00), 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:

_____
DON CASKEY, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK
CITY OF LAGUNA HILLS

_____
COLIN BURNS, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

_____
(CORPORATION (NAME - TYPE))

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

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

Bond Amount $_____
Bond Number_____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on_____, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No._____,

for the_____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)

specified in the Contract , to_____, a
(NAME OF CONTRACTOR)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the

Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____ (DATE OF AWARD), the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No._____, for the _____ (NAME OF PROJECT AND/OR DESCRIPTION OF WORK), as specified in the Contract , to _____ (NAME OF CONTRACTOR), a _____ (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC) hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incporated thereinby 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 _____ (NAME OF SURETY) (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and _____/100 DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

By: _____
(PRINT)

_____
(SIGNATURE)

_____
Title

_____
Date

Section 3700 of the Labor Code reads as follows:

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

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

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

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS

GENERAL SPECIFICATIONS
FOR

VEEH RANCH PARK REHABILITATION PROJECT

SCOPE OF WORK

The work to be performed and completed by Contractor consists of play equipment and safety surfacing installation, site furnishing replacement and installation, park monument sign installation, concrete flatwork installation, landscape and irrigation installation and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at Veeh Ranch Park, Santa Vittorio Drive between Camino Jalisco and Bassano, and

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 60 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	Rory Harnsich	949/837-7050 Ext. 251
So Cal Gas Company	1919 South State College Anaheim, CA 92806	Fernando Rojo	213/231-8050
Gas Company Southern Region Transmission	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Angela Rivera	714/902-1781
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Julie Tsang	949/580-3450
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communications	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Erik Weigand	949/577-0005

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

VEEH RANCH PARK REHABILITATION PROJECT

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	VEEH RANCH PARK REHABILITATION

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
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- 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 initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

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

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

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

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

5-3 LABOR.

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

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

to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

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

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contactor 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 if five feet or more in depth and into which a person is required to descent.

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.

Blacking-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 maintaining 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 is completed within the alotted construction period.

[Add to this section]

- 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.
- 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 sixty (60) 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. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days. 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 $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. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. 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 Best Management Practices 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 TRAFFIC CONTROL PLAN (TCP).

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared and stamped/signed by a licensed civil or traffic engineer licensed in the State of California for City approval. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s)/lane closures to the City Engineer for approval prior to the commencement of work. **The traffic control plans shall be submitted to the City for review and approval within 10 working days after the date of the Notice of Award.**

10-5.1 Payment.

The Contract **LUMP SUM** price bid for the **Traffic Control** 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.

CITY OF LAGUNA HILLS
SPECIAL PROVISIONS
VEEH RANCH PARK REHABILITATION PROJECT

CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK MATERIALS

200-1.1 General [Add the following]:

Aggregate base material for all asphaltic concrete and concrete paving shall be crushed miscellaneous base (C.M.B.) or crushed aggregate base (C.A.B.). Majority of the base materials will be on-site as a result of crushing the existing asphalt and concrete during the demolition process.

200-1.4 Coarse Aggregate for Portland Cement Concrete

1. Non-Slip Aggregate: Fused aluminum oxide grits or crushed emery, factory graded, packaged rust proof.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. The following paragraph shall be added following paragraph 4:

The cement utilized shall be Type V. No substitution of materials shall be permitted. The Contractor shall furnish the City's Representative with a copy of the mix design to be used and with a legible certified weight-master's certificate for each load of P.C.C. delivered to the project. Portland Cement Concrete delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Concrete specified by class: The class of concrete shall be 560-C-3250 with a maximum slump of four inches (4") for all concrete flatwork, walls, footings, foundations, sidewalks, access ramps, curbs and gutters, and cross gutters, mow curbs, columns, thrust blocks, terraced concrete seating, monument signs, etc.

201-1.1.4 Test for Portland Cement Concrete [Add the following]:

1. All material shall comply with the latest editions of the American Concrete Institute (ACI) and California Building Code. Testing of Portland cement concrete shall apply to all site concrete including but not limited to: concrete paving, walls, footing, etc.
2. Product Data:
    a) Submit complete materials list of items proposed for the work. Identify material source.
    b) Submit admixture, curing compound, retarder, and accessory item product data.

c) Submit material certificates for aggregates, reinforcing, and join fillers.

3. Submit concrete delivery tickets to Quality Control Manager. Show the following:

   a) Batch number

   b) Mix by class or sack content with maximum size aggregate

   c) Admixture

   d) Air content

   e) Slump

   f) Time of loading

4. Submit concrete test reports.

5. City will provide field quality control testing and inspection during concrete operations.

6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

7. Strength Verification

   Contractor should present mix design to City Inspector for approval prior to pour. Contractor shall provide copies of concrete tickets verifying the strength requirements for every truck load of concrete (see also item 3 above).

201-1.1.5 Concrete Installer [Add the following]:

Contractor shall provide evidence to indicate successful experience in concrete placement and finishing work similar to that specified herein and who can demonstrate such successful experience through past project documentation and references:

1. Experience Period: Minimum five (5) years' experience.

2 Demonstration of Experience: Ten (10) projects which have been completed within the past twenty-four (24) months utilizing similar products, scope, and complexity.

3. Supervision: Placement and finishing of concrete work shall be performed under the supervision of a person having a minimum of five (5) years' experience in the placement and finishing of products specified herein.

4. Previous projects shall be located in Los Angeles, Orange, Riverside, or San Bernardino Counties. **A listing of projects and addresses shall be provided with the bid and shall be reviewed and approved by the City prior to the notice to proceed.** Installer qualifications shall be submitted to construction manager with copies to the Architect for information purposes. Three (3) copies of previous experience shall be provided.

201-1.2 Materials

201-1.2.1 Portland Cement [Add the following]:

1. Lime: ASTM C207, Type S, containing 85% by weight of calcium oxide.
2. Lime Putty: Make from hydrated lime conforming to ASTM C207, pulverized to such fineness that 100% will pass a 50 mesh sieve. Mix lime in water, run through screen into box and age 48 hours.
3. Cement shall be Type V Portland Cement

201-1.4 Mixing

201-1.4.3 Transit Mixer [Add the following]:

Mixes

a. Provide ASTM C94 ready-mixed concrete. Batch mixing at site not acceptable.

   1. Strength: 3,250 psi minimum at 28 days for all concrete flatwork, curbs, seating, ramps, plaza area, etc.

   2. Slump Range: 2" to 4" maximum

b. Coarse aggregate shall consist of 3/4" aggregate - 3/8" aggregate for pump mix.

c. Provide an approved water-reducing admixture in all concrete.

d. Indicate water added to mix at job site on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

201-2 STEEL REINFORCEMENT FOR CONCRETE

201-2.2 Reinforcing Steel. [Add the following paragraph immediately after the first paragraph]:

#4 reinforcing steel shall be 40 grade
#5 reinforcing steel shall be 60 grade

201-3 CONCRETE JOINT FILLER

201-3.1 Expansion Joint Filler and Joint Sealants

201-3.2 Premolded Joint Filler [Add the following]:

Expansion joint material shall be Deck-O-Foam by W.R. Meadows Corporation or approved equal – 1/4″ in dimension. Install per manufacturers specifications (909) 469-2606.

201-4 CONCRETE CURING MATERIALS

Curing compound shall be ASTM 309 or better. Concrete cure and seal shall be “clear” by Davis Colors, or approved equal.

SECTION 207 – GRAVITY PIPE

207-17 PVC PLASTIC PIPE

207.17.1 General

A. PVC PLASTIC PIPE

1. PVC plastic pipe (SDR-35) shall conform to the requirements of Section 207-17 of the Standard Specifications. Pipe class to be referenced in table 207-17.1.

   PVC plastic pipe shall be constructed to the lines and grads shown on the plans for designated sizes and shall comply with the construction methods set forth in Section 306of the Standard Specifications.

2. PVC plastic pipe shall be measured and paid for at the contract unit bid price per linear foot for each designated size in accordance with Sections 306of the Standard Specifications and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reinforced PVC plastic pipe, complete in place, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

B. TRENCHES FOR PRIVATE WATER AND SEWER

1. This section covers trenching for water and sewer pipes and trenching for any other utility (i.e. drainage pipe) not covered by another Section of the specifications.

   Contractor shall locate all known utilities prior to trenching for new pipelines. The Contractor at the Contractor’s expense shall repair any damage to existing or new electrical, telephone or communication, gas, sewer, water, and storm drain, and irrigation facilities.

2. Trench Safety: Before beginning excavation for a trench five feet or more in depth, the Contractor shall submit to and shall receive the acceptance (approval) of the Engineer of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. Such plan shall be submitted at least five days before the Contractor intends to begin work on the trench. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. Nothing herein shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Constriction Safety Orders of the Division of Industrial Safety. No excavation shall start until the Engineer has accepted the Contractor’s shoring plans and Contractor has obtained a permit from State Division of Industrial Safety and given a copy of the permit to engineer.

   The Contractor shall provide and install adequate sheeting, shoring, and bracing, or equivalent method for the protection of life or limb, which shall conform to the applicable safety orders, when applicable. Nothing in these specifications shall be construed as imposing tort liability on the Owner or any of its employees.

C. TRENCH BACKFILL

1. Imported Trench Backfill

   Imported trench backfill shall be required when native trench material has a moisture content greater than 4% above the optimum moisture content as measured in accordance with ASTM 1557, or does not meet the gradation requirements for imported trench backfill given below.

   Imported trench backfill shall include material one foot above the pipe up to the existing pavement structural section.

   All imported trench backfill material shall be a quarry waste or similar material with 100% passing a 3" screen, no more than 15% passing a #200 sieve and a sand equivalent of 20 minimum using California Test Method No. 217.

D. SANITARY SEPARATION

1. Sanitary separation shall be maintained as required in the Owner and/or State Standard details. The Engineer shall be notified immediately upon discovery of conflicting sewer laterals. A field determination will then be made by the Engineer as to which method of sanitary separation shall be used.

SECTION 211 - SOILS AND AGGREGATE TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density [Replace with the following]:

Proposed off-site fill material, if required, 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 City Soils Engineer's inspection and approval. Testing for off-site fill material shall be at the contractors expense and should include:

1) expansion index
2) soil corrosivity testing and any other test deemed necessary by the City's Soil Engineer.

211-1.2 Field Density [Add the following]:

Field density tests will be made by the City's Soils Engineer during the course of construction at the expense of the City. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained.

Retest of areas which have failed compaction will be performed by the City's Soils Engineer at the Contractor's expense.

CONSTRUCTION METHODS

SECTION 300- EARTHWORK

SECTION 300.1 Clearing and Grubbing. [Add the following prior to the first paragraph]:

300-1.1 GENERAL:

Site Grading

1. Perform grading within contract limits, including adjacent transition areas to new elevations, levels, profiles, and contours indicated. Provide subgrade surfaces parallel to finished surface grades. Provide uniform levels and slopes between new elevations and existing grades.

2. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes and as follows:

    a. The subgrade at any point shall not vary more than 0.05 foot above or below the grade established by the Improvement Plans if the structural section indicates placing surfacing on native material.

    b. The subgrade at any point shall not vary more than 0.05 feet above the grade established by the Improvement Plans if the structural section indicates placing an aggregate base or sub-base material on native materials.

    c. Rough Grading: Plus or minus 0.10 ft. subgrade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.

    d. Provide subgrade surface free of exposed boulders or stones as noted in the specifications.

    e. Paved Areas: Shape surface of subgrade areas to line, grade, and cross-section indicated. Provide compacted subgrade suitable-to receive paving base materials, per Standard Specifications. Subgrade tolerance plus 0, minus 1/2".

    f. Granular Base: Grade subgrade surface smooth and even, free of voids, to the required subgrade elevation. Provide compacted subgrade suitable to receive granular base materials per Standard Specifications. Tolerance 1/2" in 10'.

3. Uniformly distribute and spread soil. Use loose, dry weed-free topsoil. Do not use muddy topsoil. Place during dry weather.

4. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of subgrades.

5. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 1" or larger in any dimension and all debris. Provide surfaces suitable for soil preparation provided under lawn and planting work. Contractor shall be responsible for ‘rock picking’ and removal of all rocks, stones, and boulders one (1) inch in diameter

and greater in all areas not requiring concrete paving. Removal of rocks from site shall be in compliance with state and local codes.

300-1.2 Preservation of Property [Add the following]:

Consult the records and drawings of adjacent work and of existing services and utilities which may affect site work operations.

300-1.3.2 Requirement [Add the following]:

Miscellaneous:

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. Maintain dust control at all times by watering; including developing water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.

2. Provide for traffic control and all signs, barricades and all other appurtenant items necessary to maintain proper control, per approved Traffic Control Plans (as provided by contractor)

3. Protection and maintenance of utilities, trees. fences, walls, and other facilities within the construction zone, except those specifically directed by the City Representative to be removed or relocated.

4. Other items of work as directed in these Special Provisions.

300-1.4 Payment [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall include full compensation for traffic control, signs, barricades, and flashers and shall be paid for at the lump sum contract price in the proposal bid form and no additional compensation will be allowed.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in clearing and grubbing as specified.

300-1.5 Solid Waste Diversion

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 to provide appropriate confirmation documentation from the recycling facility.

All waste is to be transported and disposed of in accordance with all local, state and federal laws and regulations. Removal and disposal of material shall be done by City approved Licensed and

Franchised Commercial Solid Waste Haulers. This will require the disposal of all materials in accordance with the City's Construction & Demolition Ordinance, Sections 1082 and 886, which requires the recycling of all C&D materials. The Contractor shall fill out a C&D waste diversion plan meeting the requirements of the C&D Ordinance prior to the start of work, and shall provide proof of recycling at the end of the job. Failure to recycle all eligible C&D material will result in the deduction of $2,500.00 from the final payment to the Contractor.

300-2 UNCLASSIFIED EXCAVATION

300-2.6 Surplus Material [Add the following]:

All surplus material including asphalt, concrete, etc. shall be disposed of in a legal manner, at the expense of the Contractor.

300-3 STRUCTURE EXCAVATION AND BACKFILL

300-3.1 General [Add the following to the first paragraph]:
Footings shall bear on approved undisturbed bearing soil.

300-3.4 Inspection [Add the following after the first paragraph]:

1. Contractor shall provide adequate notice, cooperate with, provide access to their work, obtain samples, and assist testing agency and their representatives in execution of their function.

2. Fill Materials: Contractor shall provide testing of proposed import materials to verify suitability for use, gradation of material, moisture-density relation by ASTM D1557 and percent of organic materials.

3. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, provide additional compaction until specified density is achieved or remove and replace defective materials with new materials as directed by the City Representative. Cost of additional labor, materials, and testing to attain specified density shall be at Contractor's expense.

4. Do not cover or enclose work of this section before obtaining required inspections, tests, approvals, and location recording.

5. Submit reports for testing and inspection of the following, as directed by the City Representative.

    a. Subgrade surfaces
    b. Footing subgrade

300-3.5 Structure Backfill [Add the following]:

1. All fill material is subject to testing and inspection.

2. Obtain inspection and approval of subgrade surfaces from the City's Soils Engineer prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable subgrade materials with an approved compacted fill material. Take corrective measures before placing fill materials.

3. Soil stabilization: When exposed subgrade surfaces become spongy during construction operations and soil stabilization is required, stabilize subgrade materials, as directed by the City Representative.

4. Spread approved fill material per Soils Fertility and Agricultural Suitability Report (as provided by Contractor, per Section 212)

8. Compaction:

   a. Compact subgrade and fill material of all areas shall be as noted on project soils report. See appendix.

   b. Water settling, puddling, and jetting of fill and backfill materials as a compaction method are not acceptable.

   c. Maintain moisture content of materials, during compaction operations within required moisture range noted on project soils report. (see appendix) and to the satisfaction of the City's Soils Engineer to obtain indicated compaction density.

   d. Provide adequate equipment to achieve consistent and uniform compaction of fill and backfill materials.

SECTION 301- TREATED SOIL SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-2 UNTREATED BASE

301-2.1 General Crushed Aggregate Base (Cab)

A. Crushed Aggregate Base shall be placed to the lines and grades shown on the plans and in accordance with the methods of Section 301-2 of the Standard Specifications.

Prior to placement of Crushed Aggregate Base, the subgrade soils shall be processed to a minimum depth of 6-inches, moisture-conditioned, and re-compacted to a minimum depth of 90 percent relative compaction.

B. Payment

The contract price paid per ton for CRUSHED AGGREGATE BASE shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved to place CRUSHED AGGREGATE BASE, complete in place, including scarify six (6) inches, moisture condition, and prepare subgrade to a 90% compaction, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 302 - ASPHALT SURFACING

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.4 Concrete Finishes [Add the following]:

1. General. Unless otherwise specified in this Subsection, retardant finish, broom, and steel trowel finish concrete used in the hardscape areas shall be constructed of concrete prepared as prescribed in Subsection 201-1. Portland Cement Concrete Pavement shall be constructed in accordance with Section 302-6 “Portland Cement Concrete Pavement’” except as modified herein.

2. Job Sample. Contractor shall pour and finish a 6' x 6' square sample of each concrete finish and color using the specified materials and construction techniques. Each sample shall include final finish color as specified, sawcut joints, expansion joints, and shall meet with the City's approval prior to placing any production concrete. Production pours are not acceptable as field samples. Sample 6’ x 6’ concrete panels shall be prepared by Contractor for City’s review three weeks prior to scheduled production pours. Samples not meeting with City’s satisfaction shall be repoured and finished at no cost to City.

3. Subgrade Preparation: All soil material used as compacted fill or material processed in place or used to backfill trenches should be moistened, dried, or blended as necessary to achieve moisture conditioning as prescribed in project goals report as prepared by the soils engineer of record.

   In expansive soil areas, the subgrade under any sidewalks and flatwork shall be scarified to a depth of at least eight (8) inches and moisture shall be applied to maintain free water on the surface for at least 24 hours prior to placing concrete and the subgrade shall then be prepared without compactive effort.

302-6.8 Measurement and Payment. Payment for all concrete work will be made as part of the lump sum contract price and no additional compensation will be allowed.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.1 General [Add the following paragraphs]:

Concrete structures shall conform to the provisions of the Standard Specifications and herein.

Reinforcing steel shall be Grade 60 billet steel conforming to ASTM A615.

The surfaces of all concrete structures shall receive a smooth trowel finish, unless otherwise specified on plans.

The Contractor shall furnish all labor, tools and materials to construct reinforced Portland Cement Concrete structures and appurtenant work to grades and dimensions shown on the Plans or staked in the field. The Contractor shall submit method and sequencing for placement of P.C.C. for the City's Representative approval at least ten (10) working days prior to commencement of work.

Unless otherwise specified, transverse construction joints shall be placed in all reinforced sections at intervals of not less than ten (10) feet or more than fifty (50) feet. The joints shall be in the same plane for the entire structure and, for concrete thickness greater than 6-inches, shall be keyed as directed by the City’s Representative.

303-1.3 Forms [Add the following paragraphs]:

Forms shall be braced to withstand the pressures developed and shall be tight to prevent the loss of mortar. Formed wall surface shall be free of any unevenness greater than 1/4-inch when checked with a 10-foot straight edge.

Concrete in walls with side slopes flatter than 3/4:1 shall be placed on suitable material which has been overfilled, compacted, and trimmed to true grade. Backforms shall be used where the side slope is 3/4:1 or steeper.

A clear non-staining form release agent which will not discolor nor affect the surface texture of the concrete and does not react with any ingredients of the concrete shall be used. The cost of Furnishing and Placing Form Release agent shall be included in the cost of Portland Cement Concrete.

All form work for concrete construction (mow curbs, paving, concrete curbs, gutters, walls, etc) shall be reviewed and approved by Owner prior to pouring of concrete.

303-1.7 Placing Reinforcement.

303-1.7.1 General [Add the following paragraph]:

Aluminum and plastic supports for reinforcement shall not be used.

Bars shall be accurately spaced as shown on the Plans and spacing of first bar immediately adjacent to transverse construction joint shall be one-half the required spacing shown on the Plans. In no case shall the clear distance between parallel bars be less than 2-1/2 diameters of the bar, or a minimum of 2-inches. Unless otherwise shown on Plans, embedment of reinforcing steel (other than stirrups and spacers) shall be 1-1/2 inches clear depth for #8 bars or smaller, and shall be 2-inches clear for #9 bars and larger. Where placement of reinforcing steel requires alternate bars of different size embedment, requirements shall be governed by the larger bar. Stirrups and spacers shall be embedded not less than 1-inch clear depth.

Measurement of embedment shall be from the outside of the bar to the nearest concrete face. Tack welding or butt welding of reinforcing bars will not be permitted.

303-1.7.2 Splicing. [Add the following paragraph]:

Reinforcing bars may be continuous at locations where splices are shown on the plans, at the option of the Contractor. The location of splices, except where shown on the Plans, shall be determined by the Contractor, based upon using available commercial lengths where applicable.

Splices shall consist of placing the reinforcing bars in contact and wiring them together in such a manner as to maintain the alignment of the bars and to provide minimum clearances.

No lapped splices will be permitted at locations where the concrete section is not sufficient to provide a minimum clear distance of 2-inches between the splice and the nearest adjacent bar. The clearances to the surface of the concrete shall not be reduced. Length of lapped splices shall be as noted on drawings.

Splices of tensile reinforcement at points of maximum stress shall be avoided; however, any deviation from splices shown on the Plans shall be approved by the City's Representative.

303-1.8 Placing Concrete

Verify the location of all concrete flat work, lighting pole bases and planter concrete curbs with plan to be submitted by concrete contractor for review and approval by landscape architect prior to installation.

303-1.8.1 General [Add the following paragraph]:

Upon request, Contractor shall be provided with digital site plan prepared in an AutoCAD format for their use in providing the survey and staking of all proposed improvements. Contractor to provide on site digital survey crew to locate and stake all proposed improvements prior to construction. Contractor to submit request to City for digital AutoCAD file a minimum of 72 hours prior to scheduled survey staking.

The Contractor shall exercise caution in placement of concrete in walls and congested areas to ensure proper consolidation and that there are no voids, and protection of waterstops in position. Adequate provisions shall be made for visual inspection of concrete placement, consolidation and waterstop protection. Pouring of walls in lifts, use of smaller maximum aggregate sizes, or other methods as necessary may be proposed by the Contractor and will be permitted only after evaluation by the City Representative.

A representative of Southern California Geotechnical, Inc., the project geotechnical engineers, shall be notified a minimum of 72 hours in advance of the Musco Sports Lighting and ball containment netting foundation installation to inspect and verify that the soil design parameters are met. Concrete shall be placed immediately after completion of excavation and inspection by the geotechnical engineer. No excavations shall be left unprotected or open overnight.

303-1.9.2 Ordinary Surface Finish. [Add the following paragraph]:

Ordinary Surface Finish shall not apply to rock pockets which, in the opinion of the City Representative, are of such extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement. In such cases, the City Representative may declare the concrete defective and require the removal and replacement of the structure affected.

303-1.10 Curing. [Amend first paragraph with the following]:

Exposed concrete surfaces shall be sprayed with Type 2 curing compound at a uniform rate of one gallon per 150 square feet.

303-1.11 Payment [Replace paragraph one with the following]:

Portland Cement Concrete structures shall be included in the lump sum contract price and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work required to construct the structure in conformity with the plans and specifications.

Should the Contractor request and obtain permission to use admixtures for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed therefor.

Should the City Representative direct the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications, furnishing the admixtures and adding them to the concrete will be paid for as Extra Work a provided in Subsection 3-3, as amended by these Special Provisions.

303-4.1.4.1 Sealants and Waterproofing

1. Sealants

   All exposed plastered, masonry constructed walls shall receive “Allguard” Concrete Masonry Sealer as manufactured by Down Corning, or City approved equal. Application shall be one (1) gallon per 100 s.f. Provide 4′ x 4′ sample mock up of sealed material prior to production applications.

2. Waterproofing

   All retaining masonry walls and masonry planters are to receive a waterproofing membrane (Miradri 860) and a protective membrane (Miradri Protection Course 200V), or City approved equal. Application shall be manufacturer’s recommendations.

303-5 CONCRETE CURBS, CONCRETE PAVING, CONCRETE SEATING, WALKS, GUTTERS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements

303-5.1.1 General [Add the following paragraph]:

Concrete curbs, ramps, and walks shall conform to the Standard Specifications and supplied herein in conjunction with Construction Document Plans and Details.

303-5.2 Forms

303-5.2.1 Standard Form [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.

2. Install, align and level forms, stake, and brace forms in place. Maintain following grade and alignment tolerances except where accessibility concerns would bring non-compliance if tolerances were allowed.

   a. Top of Form: Maximum 1/8” in 10’0”.

   b. Vertical Face: Maximum 1/8” in 10’0”.

3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

4. The Contractor shall notify City a minimum of 36 hours in advance of scheduled form board review. All form work for hardscape construction (mow curbs, concrete paving, curbs, gutters, walls, etc.) shall be reviewed and approved by City Representative prior to pouring of concrete.

303-5.3 Placing Concrete. ADD the following:

The top and face of the finished concrete surfaces shall be true and straight, of uniform width and free of humps, sags, or other irregularities. The finished concrete surface shall not vary more than 0.02' (6 mm) from a 10' (3 meter) straight edge, except at grade changes or curves. No freestanding water will be permitted on slope over 1%. No freestanding water deeper than 1/16" (1.5 mm) will be permitted on slopes of less than 1%.

Concrete placed immediately before rain shall be protected to prevent rainwater from coming in contact with it. Sufficient protective covering shall be kept on hand at all times for this purpose.

303-5.4 Joints

303-5.4.1 General [Add to the first paragraph]:

1. Provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks, and other fixed objects.

    a. Locate expansion joints as indicated. When not indicated, provide joints at maximum 24'-0" on center for curbs and walks. Align expansion joints in abutting curbs and walks. Expansion joint material shall be as noted on drawings and shall extend to full depth of concrete section.

    b. Install joint fillers full-width and depth of joint. Recess top edge below finish to receive sealants as indicated on construction details.

    c. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.

    d. Where intersecting joints occur join top edge and continue any spliced joints without deviation of form line or direction.

    e. Protect the top edge of the joint filler during concrete placement.

    f. Control joints shall be provided to a depth equal to 1/3 the thickness of the concrete pour.

303-5.9 Measurement and Payment [Add the following to this section]:

Payment for concrete work will be made as part of the contract lump sum price and no additional compensation will be allowed.

SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS

306-1.1.1 General [Delete the first paragraph and substitute the following]:

For the purpose of shoring or bracing, a trench is defined as an excavation in which the depth is greater than five feet.

[Delete the last sentence of the third paragraph and substitute the following]:

Removal of ground water shall be performed to a level sufficiently below the structure subgrade to ensure a firm and stable subgrade for the construction of structures. All costs for such dewatering shall be included in the prices bid for the various items of work except as may be otherwise specified in the General Specifications.

306-1.1.6 Bracing Excavations. [Add the following]:

Trench safety and shoring of excavations shall comply with the requirements of the General Specifications. The Contractor shall be required to supply a copy of any permit required by the Division of Industrial Safety at the time of the pre-construction meeting.

The cost of furnishing and installing bracing or other provisions required for worker protection shall be borne by the Contractor. All material used for protection shall be removed from the project unless it has been approved to remain in place by the City Representative.

[Add the following Subsection]:

306-1.1.7 Dewatering

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 eight (8) hours. Water shall not be allowed to rise unequally against a wall 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 paragraph. Dewatering shall be accomplished by well points or some other method which will ensure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Representative.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act -1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Payment for removal of water shall be included in the items of work which require the dewatering, and no additional compensation will be allowed therefore.

306-1.3.4 Compaction Requirements. [Replace with the following]:

All trench backfill shall be densified to 90% minimum relative compaction. Jetting will not be permitted unless specifically approved in advance by the City Representative.

306-1.5.2 Permanent Resurfacing [Add the following]:

All testing of underground installation at any given point shall be completed before the surface course is placed at that point.

306-1.6 Measurement and Payment

Underground conduit construction shall be included in the lump sum contract price to include full compensation for furnishing and installing the pipe, including all trenching, bedding, backfill, temporary surfacing, handling and appurtenances, and utility protection, and no additional compensation will be allowed.

308-2 306-2 DELIVERY, STORAGE, HANDLING, AND PROTECTION OF PIPELINE MATERIALS, FITTINGS, VALVES, AND APPURTENANCES

306-2.7 Shutdowns of Existing Pipelines

306-2.7.3 Temporary Bypasses

The Contractor will be responsible for the installation of a temporary by-pass system as described in these special provisions and the plans.

The Contractor can commence installation of new mains once the temporary by-pass system is in place and has passed a disinfection test. The Contractor shall have the by-pass line inspected by Owner personnel prior to commencing the project.

If at any time, the temporary by-pass water system is damaged, it will be the Contractor's responsibility to repair and replace any damaged or destroyed section to the satisfaction of the Owner.

The Contractor shall adhere to the following special provisions when installing temporary by-pass systems:

1. Water service shall be maintained to all customers at all times except as necessary to install the temporary by-pass system. The Contractor's method of providing such continuous service shall be approved by the Owner prior to construction.

2. It is recommended that 2-inch steel by-pass lines shall be installed. All temporary piping crossing streets shall be buried and paved flush with the existing surface.

3. The Contractor shall make arrangements with the Owner's Utilities Division for disinfection, bacteriological testing and certification of the by-pass systems. The Contractor shall be responsible for disinfection and flushing the by-pass systems as well as pulling the bacteriological samples and running the incubations tests for coliform bacteria.

4. The Contractor will then remove meters and connect services to temporary by-pass systems. Upon acceptance by the Owner of new water mains, after the water services have been reinstalled by the Contractor, the Contractor will disconnect the temporary by-pass system at each service connection and reinstall meters.

The temporary water main by-pass system installed at any given time shall not exceed the water services between any single alley section (from local street intersection to local street intersection) unless approved in writing by the Owner in advance of the work, including specific limits of the proposed by-pass.

306-8 PREFABRICATED PRESSURE PIPE

306-8.9 Pipeline Pressure Testing, Disinfection, and Commissioning

The Contractor will be responsible for pressure testing, disinfection and flushing of the new water mains. The Contractor shall adhere to the following special provisions for pressure testing, disinfection and flushing of new water mains and services.

1. Water service shall be maintained to all customers at all times except as necessary to transfer service from the old main to the new main. The Contractor's method of providing such continuous service shall be approved by the Owner prior to construction.

2. Contractor shall pressure test new main lines including any services prior to disinfection.

3. The Contractor shall make arrangements with the Owner's Utilities Division for disinfection, bacteriological testing and certification of the new main and services. The Contractor shall be responsible for disinfection and flushing the main and services as well as pulling the bacteriological samples and running the incubation tests for coliform bacteria.

4. Upon successful completion of the pressure testing and disinfection, the Contractor shall thoroughly flush all mains and services prior to connection to customers. Flushing of services shall be done at the new angle stop and fittings shall be utilized such that the meter box is not flooded by the flushing operation

SECTION 308- LANDSCAPE AND IRRIGATION INSTALLATION

308-3 HEADER INSTALLATION

ADD 308-3.1 Mow Curb Installation

Concrete Mow Curbs shall be constructed where shown on the Plans and Specifications. All concrete work shall conform to the requirements of the Contract Documents and the Standard Specifications.

308-4 PLANTING

308-4.2 Protection and Storage ADD the following:

Sun sensitive plants, stolons, and stacked or pallet sod shall be stored in the shade or screened from the sun.

308-4.3 Layout and Plant Location ADD the following:

Quantities for shrubs and groundcovers shown on the legend are for estimate purposes only. Final quantities for plant materials installed shall be governed by the indicated plant spacing. Quantities for trees shall be verified in bid documents and discrepancies between the planting plans and the bid schedule shall be noted on bid schedule by Contractor at the time of bid submittal.

In the event that designated plant location is found in conflict with underground utility or structure during the planting operation an alternate location will be selected by the City. The Contractor shall be responsible to notify utility companies for the spotting of underground facilities prior to plant delivery and to make precautionary potholes where conflicts would be indicated on the plans or by field notations by utility representatives. The cost for utility notification and potholing shall be included in the other work items and no additional compensation will be allowed therefore.

Proposed tree locations, as indicated on plans shall be staked by contractor for review and approval by the City prior to digging of plant pits for planting. Stakes shall minimum of 6' in length and color coded to indicate variety of proposed tree planting at each of the staked locations. Review and approval of provided color-coded stake locations, with modifications/adjustments as necessary shall be provided by city prior to commencement of tree planting operations.

Container shrubs and groundcovers shall be placed on finish grade at locations indicated on planting plans for review and approval prior to planting. Contractor shall notify City 48 hours prior to scheduled review of containerized shrubs and groundcovers on grade.

308-4.5 Tree and Shrub Planting First sentence, DELETE in its entirety and SUBSTITUTE with the following:

a. The Contractor shall amend backfill as necessary per the soils test report at no additional cost to the City. (Refer to Sections 212 and 308-2.3.2). The following soil amendments and fertilizer guidelines shall be used for bid purposes only. Fill holes with backfill mixtures as specified below:

b. The planting pits for trees shall be excavated twice the diameter and the depth of the rootball.

c. The following material shall be thoroughly blended and used as a backfill mix in the surface 12" around trees and shrubs, and the backfill soil, 12" below finish grade should be amended if specified by the soil test report with only gypsum and / or iron sulfate. No mixing for individual planting holes will be permitted. Mix planting soil prior to backfilling and stockpile at the site. The iron sulfate should not contact cement surfaces since severe staining could occur.

    - 8 parts by volume screened on-site soil
    - 2 parts by volume Nitrogen Stabilized Organic Amendment
    - 1 ½ lbs. Iron Sulfate per cu. yd. of mix
    - 1 lb. 12-12-12 per cu. yd. of mix
    - 5 lb. gypsum per cu. yd. of mix

d. Place plants near respective pits. Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.

    - 1 tablet per 1-gallon container
    - 2 tablets per 5-gallon container
    - 3 tablets per 15-gallon container

e. Remove all plants from their containers and set in plant pits.

f. Fill to proper height with amended backfill to receive the plant and thoroughly tamp the mixture before setting the plant.

g. Set plant in upright position in the center of the hole and compact the backfill mixture around the ball or roots.

h. Thoroughly water each plant when the hole is one-half filled. After water has completely drained, place planting tablets per detail. The remainder of the hole shall then be backfilled.

i. After watering, tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the plant is at the finished grade of the surrounding area. Do not backfill around trunks or stems.

j. After backfilling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least six inches of water. Basins shall be the same size as the container size of each individual plant. The basins shall be constructed of amended backfill material.

k. Immediately after planting, apply water to each tree and shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

l. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, wet below the root system of trees, turf, and plants. Generally, water once each day for 7 days in cool seasons, for 14 days in hot weather. Berms around shrubs and trees in slopes shall be maintained for 60 days following tree planting and then removed.

m. Pruning - Pruning shall be limited to the minimum necessary to remove injured twigs and branches and to compensate for loss of roots during transplanting, but never to exceed one-third of the branching structure. Upon approval of the City Representative, pruning may be done before delivery of plants but not before plants have been inspected and approved by the City.

n. No trees shall be planted within 6 feet of paved surfaces, unless specifically indicated on plans. Those trees noted on plans to occur within 6’ of curbs and/or paving shall receive continuous root barriers per Section 212-1.5.5.

o. Upon completion of planting, Contractor to provide a digitized GPS Map indicating the site-specific location of all newly planted trees within the project area. Digital file shall numerically identify all trees with a legend including Botanical and common names. Upon request by the Contractor, the City shall provide AutoCAD file of project base map for Contractors use in preparing this information.

308-4.4 Plant Staking and Guying DELETE entirety of the subsection and REPLACE with the following:

All staking and guying shall be in accordance with the Drawings and Contract Documents.

308-4.6 Ground Cover and Vine Planting DELETE the second paragraph and REPLACE with the following:

Ground cover shall be planted in moist soil and spaced as indicated on the Drawings.

308-4.8 Lawn Planting

308-4.8.3 Sod ADD the following:

Sod shall be laid with longer seams perpendicular to the slope, and in a staggered pattern to minimize erosion.

308-4.9 Erosion Control Planting

308-4.9.3 Seeding and Mulching ADD the following:

Mulch installation shall consist of placing 3" thick layer 'Forest Floor' material supplied by Aquinaga Company (949) 786-9558, OAE, over designated planter areas. See plans for areas of installation. Contractor shall submit sample prior to purchase and/or placement for approval in accordance with Section 2-5.3, Submittals.

308-5 IRRIGATION SYSTEM INSTALLATION

308-5.1 General ADD the following after paragraph three:

The installation of the irrigation system shall be in accordance with the manufacturer's instructions unless specified otherwise.

Contractor shall be responsible to notify the City prior to start of construction to coordinate on-site inspections.

Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which maybe required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions.

The work shall be installed in such a manner as to avoid conflicts between planting and architectural features, etc.

All work called for in the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the Specifications.

The Contractor shall not willfully install the irrigation system as shown on the Drawings when it is obvious in the field that unknown obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the Engineer. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revisions necessary and shall perform such at his own expense.

DELETE the fourth paragraph and REPLACE with the following:

The location of connection points shown is approximate. The Contractor shall contact the utility companies and coordinate the installation of the required electrical and water services. Following coordination with the utility companies, the Contractor shall make all necessary provisions to make the service connections called for on the Drawings at the places indicated or to the nearest acceptable point thereto as approved by the utility companies and the Engineer. Verification of the point of connections with the utility companies and the Engineer shall be obtained by the Contractor prior to the start of work.

ADD the following:

Temporary Repairs. The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

308-5.2 Irrigation Pipeline Installation

308-5.2.1 General ADD the following:

A minimum of twelve (12) inches clearance shall be maintained between “recycled” irrigation pipelines and non-irrigation pipelines/conduits.

PVC Sleeves shall be required under areas where all hardscape materials shall be installed. Sleeving shall be done per detail on Project Plans (Minimum sleeve dimension shall be twice the diameter of pipe size.

308-5.2.3 Plastic Pipeline ADD the following:

PVC to metal connections shall only be accomplished by PVC male adapters screwed into metal fittings. Teflon tape shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints.

Handling of PVC Pipe and Fittings. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe are to lie flat and not to be subjected to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping. Pipe and fittings shall not be stored in direct sunlight.

308-5.3 Installation of Valves, Valve Boxes, and Special Equipment DELETE paragraphs three, four, five, and six.

308-5.4 Sprinkler Head Installation and Adjustment

308-5.4.1 General ADD the following:

Mains and laterals, including risers, shall be flushed and pressure tested before installing swing joints and sprinkler heads, after which a water coverage test shall be performed.

308-5.4.2 Location, Elevation, and Spacing AMEND the third paragraph to read as follows:

Sprinkler heads shall be installed 6 inches from the adjacent vertical elements projecting above grade such as walls, planter boxes, curbs, and fences in shrub areas. Sprinkler heads shall be installed 4 inches from adjacent vertical elements projecting above grade such as walkways, walls, planter boxes, curbs, and fences in turf areas.

308-5.5 Automatic Control System Installation DELETE the first sentence of the fourth paragraph and REPLACE with:

All service wiring shall be installed at the minimum depth specified in 308-2.2 in electrical PVC conduit from the service point to the controller.

308-5.6 Flushing and Testing

308-5.6.1 General ADD the following to the beginning of the subsection:

Flushing of the lines shall be done before quick coupling valves and remote control valves are in place. All open ends shall be piped (temporarily to exhaust flushing water up and out of the trenches.)

No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap, and move progressively towards the end of the line, with only one open port flushing at anyone time.

AMEND the last sentence of the first paragraph: Add “and approved in writing” by the Senior Landscape Planner at the end of the sentence.

ADD the following paragraphs to the end of the subsection:

When the irrigation system is completed, a coverage test shall be performed by City to determine if the water coverage for planting areas is complete, adequate, and avoids overspray onto walks, roadways, and buildings as much as possible. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the City inspector. This test shall be accomplished before any ground cover is planted.

The Contractor shall request the presence of the City in writing at least forty-eight (48) hours in advance of testing. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.

308-5.6.2 Pipeline Pressure Test AMEND the constant test pressure and the duration of the test as follows:

- Mains: 6 hours at 150 PSI
- Laterals: 2 hours at 100 PSI

308-6 MAINTENANCE AND PLANT ESTABLISHMENT First paragraph, ADD the following:

Maintenance shall be performed weekly or as directed by the Engineer and include irrigation inspection and repair, Site cleanup, pruning of groundcover, shrubs, and trees, mowing, weed control, fertilization every 6 weeks, pest and fungi control, plant replacement, and mulch replenishment.

Fourth paragraph, DELETE in its entirety and SUBSTITUTE with the following:

After all planting and related work has been completed in accordance with the Contract Documents; the Contractor shall request a pre-maintenance inspection from the Engineer. The Punchlist items shall be completed prior to the start of the Plant Establishment Period (PEP).

Fifth paragraph, DELETE in its entirety and SUBSTITUTE with the following:

After planting is completed, a field notification will be issued to the Contractor to establish the effective beginning date of the PEP. The PEP shall be for a period of 90 days for permanently

irrigated plants and sod installations and 120 days for temporarily irrigated native seed and container stock plantings and seeded or sodded turf areas. PEP may be extended by the Engineer if the planted areas are improperly maintained, appreciable plant replacement is required, or other corrective work becomes necessary. Unhealthy plant materials shall be replaced within 2 weeks from the Engineer's notification. For temporarily irrigated native plantings, the acceptance of the PEP by the Engineer shall begin the 90-day plant maintenance period, **unless otherwise specified.**

The Contractor shall be responsible for detecting diseases and pests (including rabbits, gophers, groundhogs, rodents) as soon as they are present and shall take immediate action to identify, control, and remove the disease or pest. Pest control programs of all mammals shall be done without extermination and as approved by the City's Authorized Representative. Plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be maintained to recommend and apply pesticide, herbicides, and fungicides. Contractor shall be responsible for removal of gophers and moles from site and repair any and all damage attributed to their presence. Damaged plant material due to vertebrate pests (rabbits, gophers, groundhogs, etc.) shall be replaced immediately by Contractor at no cost to City. Dead dying and damaged plant material shall be removed at no cost to the City.

Maintain all planting starting with the planting operations and continuing for 90 calendar days after all planting is complete and the Plant Establishment Period ending has been approved by the City in writing. The maintenance period will not commence until all planting has been approved in writing by the City.

Maintenance shall include, but not be limited to, all watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period.

The Contractor will be relieved from maintenance work when the plant establishment and maintenance work has been completed to the satisfaction of the City.

The costs for the maintenance period shall include all costs for water (from the new water meter installed only), watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the plant areas neat and attractive throughout the maintenance period, and shall be included in the costs for installation of the plant material.

The Contractor shall:

a. Provide all equipment and means for proper application of water to those planted areas not equipped with an irrigation system.

b. Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining proper safeguards.

c. During the maintenance period, all plants and planted areas shall be kept properly watered and weed-free at all times. Irrigation schedule shall comply with AB325 and Certified Irrigation Auditor's parameters.

d. In order to expedite the plant establishment work, the Contractor shall maintain a sufficient number of workers and adequate equipment to perform the work herein specified from the time any planting is done until the end of the final maintenance period.

e. Damage to planting areas shall be replaced immediately when seen by Contractor. Damage observed by the City shall be replaced within 24 hours of notification to the Contractor.

f. Depressions caused by vehicles, bicycles, or foot traffic, are to be filled and leveled. Replant damaged areas.

g. Apply a pelletized fertilizer blend of 15-15-15 at the beginning and at every 30-day maintenance interval at the rate 350 lbs. per acre until the designated end of the maintenance period. A 90-day maintenance program shall consist of three fertilizer periods.

h. Apply 25 lbs Gro-Power Plus (OAE) per 1,000 square feet at 25th and 55th day of 90 day maintenance period.

i. Contractor shall be responsible for removal of rodents, slugs, snails, and cutworms from site as required and repair damage as above.

j. All paved areas will be broom cleaned and/or washed and maintained in a neat and clean condition at all times, as directed by the City. AQMD and WQMP practices shall be observed. Air blowers shall not be allowed.

k. During the maintenance period, should the appearance of any plant indicate weakness and probability of dying, immediately replace that plant with a new and healthy plant of the same type and size without additional cost to the City. At the end of the maintenance period, all plant material shall be in a healthy growing condition.

l. All trees shall be guaranteed by the Contractor to live and grow in an acceptable upright position for a period of one year after completion and final acceptance by the City.

m. The Contractor, within ten (10) days of notification by the City, shall remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting, and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

SECTION 312 – WATER POLLUTION CONTOL

312.6 WATER POLLUTION CONTROL

312.6.1 General. The Contractor shall conform to all applicable local, state and Federal regulations and laws pertaining to water pollution control. The Contractor shall conduct and schedule its operations, and follow and implement best management practices in such a manner as to prevent water pollution. The Contractor shall also conform to the following requirements:
a) Sediments shall not be discharged to a storm drain system or receiving waters.
b) Sediments generated on the Work site shall be contained on the Work site using appropriate BMPs.

c) No construction-related materials, waste, spill, or residue shall be discharged from the Work site to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff.
d) Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained within the Work site using appropriate BMPs.
e) Erosion shall be prevented. Erosion susceptible slopes shall be covered, planted or otherwise protected in a way that prevents discharge from the Work site.

312.6.2 Best Management Practices (BMPs). The Contractor shall implement and maintain such BMPs as are relevant to the Work, and as are specifically required by the Plans or Special Provisions. The Contractor shall be responsible throughout the duration of the Contract for installing, constructing, inspecting, maintaining, removing and disposing of BMPs for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by the Engineer, the Contractor shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work.

SECTION 314 – PLAYGROUND EQUIPMENT INSTALLATION

The Contractor shall install the following equipment per the manufacturer's recommendation and per the plan. Play equipment shall be as manufactured by Landscape Structure (No Substitutions) and as provided by Coast Recreation, contact: Allison Hepburn (714) 619-0100. The Contractor will supply to the City, State, and Federal installation guidelines, standards, and recommendations. The letter will be submitted prior to release of final payment. Minimum guarantees and terms of the guarantee shall be reviewed and approved by City staff prior to modifications and new installations occurring. The Contractor will also supply to the City a letter from the playground manufacturer stating that all installed equipment complies with ADA and CPSC Guidelines and Standards. Playground manufacturer to provide insurance certificate naming the "City of Laguna Hills", its agents and employees as additionally insured with respect to the manufacturing and installation of Veeh Ranch Park play equipment." Playground equipment installation must be performed by a Landscape Structures "Certified" Installer. Contact Landscape Structures for a list of certified installers.

Play Equipment as specified on the plans.

314-1 RESILIENT PLAYGROUND SURFACING

1. The Contractor shall provide all services and products to ensure a complete installation of resilient playground surfacing.

2. The resilient surfacing shall conform to ASTM-F-1292-91, ASTM-F-35586 Class A Flame spread, ASTM E108.

3. Thickness of resilient surfacing must match fall heights of proposed play equipment per Consumer Product Safety Commission.

4. Sub-base preparation, concrete base, thickened edges, and drainage including any necessary excavation will be the sole responsibility of the Contractor and shall be included in the square footage cost for resilient surfacing.

5. Concrete curbing must be installed below grade to confine the resilient surfacing and will be installed per plans.

6. Concrete sub-base shall be installed under all resilient surfacing as specified on plans and details.

7. Compaction of sub-grade material shall be at 90% minimum.

8. Compacted sub-grade shall be graded as noted on civil plans.

9. Resilient surfacing will be poured in place and its intended use will be for a shock absorbing surface under and around playground equipment.

10. The resilient surfacing will be porous, seamless, and capable of installing at various thicknesses.

11. Resilient surfacing is a two layer system consisting of a cushion layer covered by a weather resistant wearing layer.

12. Cushion Course: per specifications of "Spectraturf." The resilient surfacing shall be a minimum installed thickness as specified below: Finish surface of wearing course shall be level.

Overall Thickness	Critical Fall Height
1-3/4"	4'
2-1/2"	5'
3"	6' and 7'
3-1/2"	8'
4"	9'
4-1/2"	10'
5-1/2"	12'

13. Wearing course per Specifications of "Spectraturf." The wearing course shall be an installed thickness of 3/8". The binder for rubber particles shall be aliphatic.

14. Wearing course shall be hand troweled to produce an even, uniform surface. All edges to be transitioned to a beveled or flush condition.

15. A ten-year guarantee against defects in materials and workmanship must be provided in writing, by the Contractor, to the City prior to project completion.

16. Install "Spectraturf." Resilient surfacing available from:

    Spectraturf
    Contact: Spectraturf
    Phone: (800) 875-5788

    Substitutions:
    Submit 2' x 2' sample and specifications for consideration a minimum of ten (10) days prior to bid opening.

SECTION 600 - ACCESS

600-1 GENERAL

600-1.1 Public Convenience and Safety Access. The Contractor shall provide temporary "No Parking" and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. Contractor shall also provide an approval barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work, they shall be blocked by two (2) Class II barricades or one (1) Class II barricade and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

600-1.2 Street Closures, Detours, and Barricades. The Contractor shall not close any street within the City of Laguna Hills without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the contractor as required by the Engineer.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook. During adverse weather or unusual traffic or working conditions additional traffic devices shall be placed as directed by the Engineer. All traffic signs and devices shall also conform to the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook.

The Contractor shall provide and maintain Type II barricades along excavation edges parallel to the flow of traffic at a maximum spacing of twenty-five feet. Type II barricades mounted with flashers shall be installed around work areas in parkways. Type II barricades shall have alternating reflective orange and reflective white stripes at an angle of 45 degrees. The strip width shall be in accordance with Table 5-1 "Barricade Characteristics" "Manual of Traffic Controls for Construction and Maintenance Work Zones".

During paving operations, barricades may be supplemented with minimum size eighteen-inch high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. Traffic cones and delineators used within State right-of-way shall be a minimum size of twenty-eight inches high. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street, or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Agency will place such necessary items and the Contractor shall be liable to the Agency for providing such devices in accordance with the following provisions:

1. For placing of barricades: $5.00 per barricade for the first day or any part thereof and $2.00 per barricade, per day, for each day thereafter or any part thereof. For flashers: $2.50 per flasher for the first day or any part thereof and $1.00 per flasher, per day, for each day thereafter or any part thereof. For traffic cones: $1.00 per cone for each day or any part thereof.

2. In the event that the services of the Agency are required between the hours of 5:00 P.M. and 8:00 A.M., during the normal week or at any time on Saturday, Sunday or a Agency holiday, there shall be an additional charge to the above set forth minimums of $188.00 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Agency. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSRTUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL A minimum of two (2) lanes (one lane in each direction) shall be maintained at all times for a continuous flow of traffic, except as otherwise approved by the Engineer.

The Contractor shall provide two (2) Traffic Advisor Portable Changeable Message Signs, one week prior to the start of construction. The message text will include “MAJOR CONSTRUCTION ON BRIARWOOD AVE” and start date. The Contractor shall be responsible for providing moving and programming the message signs during the entire duration of construction as directed by Engineer.

Lane closures shall be allowed between 8:00a.m. and 4:00p.m. only. No traveled lane shall be closed overnight without prior City approval. Access to private property shall be maintained at all times.

"Temporary No Parking" signs shall be posted no more than 100 feet apart at least 72 hours prior to work. The signs shall be mounted on either 1” x 2” X 3’ high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture. Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. "Temporary No Parking" signs shall be maintained by the contractor at all times and shall be approved by the Engineer prior to posting. Cover existing street signs as directed by the Engineer.

"Temporary No Parking" signs shall be implemented for one week only (M-F) at a time. Signs shall be removed and reposted each week as needed and approved by the City.

DURING PAVING OPERATIONS, THE CONTRACTOR SHALL PROVIDE INDIVIDUALS AND EQUIPMENT DESIGNATED TO PERFORM AND MAINTAIN TRAFFIC CONTROL ONLY. The Contractor shall furnish, place and maintain all temporary traffic control devices required for the safe and orderly flow of vehicular and pedestrian traffic during construction. All Traffic control shall conform to the California Manual of Temporary Traffic Controls (California M.U.T.C.D.) or Work Area Traffic Control Handbook (W.A.T.C.H. Handbook).

If traffic control measures are not in conformance with these provisions, the project shall be stopped until conformance is attained to the satisfaction of the Engineer.

At locations where excavations are left open overnight, flashing barricades shall be placed along the excavation at a maximum spacing of 20 feet. A minimum of 3 flashing barricades

shall be placed at any one excavation.

Temporary striping will be permitted only on base course and pavement to be overlaid. Temporary pavement markings to be placed on new asphalt shall be spaced at 25 ft maximum and shall be removable without damage to the new overlay. Method of temporary markings shall be submitted to the Engineer for approval at the preconstruction meeting.

The Contractor shall submit and obtain written approval of traffic control plans from the Engineer five (5) working days prior to implementing.

Temporary lane closures shall be allowed during working hours specified in these Technical Provisions. Temporary lane closures maintained beyond the normal working hours may have a negative economic effect on the local residential, commercial/industrial business, and traveling public. Unless the Contractor secures prior written approval from the Engineer to maintain temporary lane closures beyond the working hours allowed, the Engineer may deduct a fee from a progress payment or bond for each temporary lane closure maintained beyond the allowed working hours. The fee will be accessed at a rate of Five Hundred ($500) per each travel lane per each thirty (30) minute interval, or fraction thereof as required by the Engineer. In no event will work be allowed past 5 p.m.

SECTION 800 - LANDSCAPING & IRRIGATION MATERIALS

800-1 LANDSCAPE MATERIALS

800-1.1 Topsoil

800-1.1.1 General. The following paragraph shall be added following paragraph 1:

Top soil material unless otherwise designated shall be Class C.

800-1.1.2 Class A Topsoil. Paragraph 2 shall be deleted and the following paragraphs inserted in the place thereof:

At least 15 days before scheduled use, the proposed source of import soil must be submitted to the Soils Engineer for approval. The Contractor shall submit a written request for approval, which shall be accompanied by a written report of a testing agency registered by the State for agricultural soil evaluation, which states that the proposed source complies with these specifications. Class A import soil shall consist of a natural, fertile, friable, sandy loam soil possessing the characteristics of representative soils in the vicinity which produce heavy growth of crops, grasses, or other vegetation and shall be obtained from a natural, well-drained area. Before removal of the topsoil, the surface at the source of supply is to be stripped to a depth of two inches in order to remove weed seeds, roots, etc. The source of the imported soil shall be free from Bermuda grass, crab grass, and all noxious weeds, sticks, brush, litter, and other deleterious substances. In no case shall there be more than five percent by volume of the following: stones smaller than one inch, course sand, and small clay lumps. It shall not be infested with nematodes or other undesirable insects or plant disease organisms.

The soil shall be free from insoluble carbonates and shall have the following analysis, which shall be verified by a soil analysis made by the City.

pH - maximum of 7.0; minimum of 6.0

ECo - zero to three maximum (electrical conductivity)
ESp - zero to twelve maximum (exchangeable sodium percentage)

The soil shall be subject to inspection at the source of supply prior to delivery.

800-1.2 Soil Fertilizing and Conditioning Materials

800-1.21 General. The following paragraphs shall be added following paragraph 2:

Organic Fertilizers and Soil Conditioners shall comprise decomposed animal and vegetable matter having been processed and composed to support bacterial culture. A bacterial stimulator shall be included. A guaranteed analysis shall contain 5% Nitrogen, 3% Phosphate. 1% Potash, 50% Humus, 15% Humic Acid. No fertilizer or conditioner, etc., shall contain any unprocessed poultry, animal or human waste.

800-1.2.3 Commercial Fertilizer [Add the following paragraphs]:

Commercial Fertilizers shall be delivered in sacks with the manufacturer's label showing weight and analysis attached to each sack.

The following commercial fertilizer shall be used for bidding purposes only. Exact quantities and recommendations shall be determined by the soil fertility and agricultural suitability test to be prepared by Waypoint Analytical, Inc. (714) 282-8777. Contractor shall conduct an agronomic soil report on all imported soil at no additional cost to the City, and shall be included in the base bid. Contractor shall obtain city approval of imported soil prior to delivery.

Uniformly spread and cultivate amendments thoroughly by means of mechanical tiller into top 6@ of soil in all planting areas. Application rate per 1,000 square feet:

Commercial Fertilizer 15-15-15	20 pounds
Soil Sulphur	100 pounds
Zinc Chelates	4 ounces
Granular Gypsum	100 pounds
Nitrogen stabilized organic amendment (see Subsection 212-1.2.4 Organic Soil Amendment)	6 cubic yards

The soils analysis report shall be submitted to the City of Laguna Hills as part of the Certificate of Completion. Soils testing shall be performed after final grading has been completed and approved by the City. The cost of soils testing shall be included in the base bid and shall be provided by the Contractor at no additional cost to the City.

The following commercial fertilizer and soil preparation shall be for bid purposes only when mass grading is planned:

All areas to be landscaped shall be cross-ripped or otherwise tilled to a depth of 9 to 12 inches. Uniformly spread and cultivate amendments thoroughly by means of mechanical tiller into top 6" of soil in all planting areas. Application rate per 1,000 square feet:

Commercial Fertilizer 6-20-20	20 pounds
Soil Sulfur	10 pounds
Nitrogen stabilized sawdust (derived from Redwood, fir or cedar)	6 cubic yards

Planting Tablets: Provide slow-release type with potential acidity of not more than 5 percent by weight containing the following percents by weight of nutrients listed; 20-nitrogen, 10-phosphoric acid, 5-potash, 2.6 combined calcium, 1.6-combined sulphur 0.35-iron (elemental) from ferrous sulfate. Provide in 21 gram tablets manufactured by Agriform, or other approved.

800-1.2.4 Organic Soil Amendment.

Paragraph 1 shall be deleted and replaced with the following: Organic Soil amendment material shall conform to Type 1 unless otherwise designated. Delete paragraph references to Type 2 and Type 3 soil amendments.

800-1.2.5 Mulch.

Sentence one of paragraph one shall be deleted and replaced with the following: Mulch material shall be Type 5 mulch and replaced with the following:

Mulch: Provide medium grind bark such as supplied by Blue Ribbon Landscape Supplies, (714) 633-3666, consisting of fibrous, woody bark mixture of varied particle size such that 90 to 100 percent passes 1 inch sieve, 80 to 100 percent passes 1/2 inch sieve, and 20 to 60 percent passes 1/4 inch sieve, or approved equal. Submit sample for review.

The following subsection shall be added:

800-1.2.6 Soil Herbicide.

A commercially manufactured non-selective herbicide for total control of vegetation products shall meet all federal and state regulations pertaining to the use of such substances. Application and rate of application shall follow manufacturer’s recommendation. Application shall not be made until obtaining written approval from the City. Following City approval of Contractor herbicide, Contractor shall apply herbicide to all landscape areas. Such application shall be performed in consideration of overall construction schedule and operation so as not to disrupt or interfere with the project schedule and time line.

800-1.4 Plants

800-1.4.1 General. Subsection 800-1.4.1 shall be deleted and replaced with the following:

A representative number of plants shall be inspected and approved at the nursery by the Engineer prior to shipment to the planting site. Prior to such visit, Contractor shall submit 3" x 5” color photographs of all proposed tree and shrub material for City's review. Photos shall be submitted seven (7) calendar days prior to specified plant material review at nursery site. Plants shall be inspected for size and condition of root growth, insects, injuries and latent defects. The City reserves the right to reject entire lots for plants represented by defective samples. Plant condition shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules and grading. All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous and free from insect pest, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements. Tree trunks shall be sturdy and well hardened off. All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither root nor pot-bound and are free of kinked or girdling roots. Other than the normal side pruning during the growth period, no pruning shall be done prior to inspection at the nursery. The size of the

plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the drawings. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the drawings in the list of plants to be furnished. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants will make no change in contract price. Bare root plantings in publicly maintained areas shall be done only with special approval of City.

Quantities and Types. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the drawings. The landscape contractor is to verify all sizes and quantities on plans. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the City. Substitution Proposals for plant material must be accompanied by substantive written proof of non-availability of material originally specified prior to bid opening.

Add the following subsection:

800-1.4.2.1.9 Fertilizer.

A. Root Growth Stimulant: Stimulant shall be Vitamin B-l as manufactured by Cal-Liquid, Cooke, Chican, Otiho, or other approved equal.

B. Fertilizer will not be used at time of planting. After four months, use a light application of 20:10:5 approximately 1/2 lb. nitrogen per tree cultivated into soil.

800-1.5.3 Tree Stakes. The first paragraph shall be replaced with the following;

Tree stakes shall be sharpened 2" diameter lodgepole pine, treated in accordance with Section 204-2.2. Stake shall be free from splits.

The third paragraph shall be replaced with the following:

Deadman stakes shall be duckbills or 2x4 inch redwood 18 inches long. Covers for wire shall be 3/4-inch Class 200 PVC pipe - 3 feet long.

The following paragraph shall be added at the end of the subsection:

A minimum of two (2) supporting tree ties or three (3) guy anchors shall be used for each tree. Tree ties shall be V.I.T. “Twist Brace” Model TB24.

800-1.5.5 Root Barriers

Root barriers shall be 24″ deep and as provided by DeepRoot Corp. (800) 458-7668, or approved equal. Installation shall be per manufacturer’s specifications.

800-2 IRRIGATION SYSTEM MATERIALS

800-2.1.1 General. The following paragraph shall be added at the end of the subsection:

The manufacturer's directions and detail drawings shall be followed unless directed by the City Representative or shown differently in the plans and specifications.

800-2.1.3 Plastic Pipe for Use With Solvent Weld Socket or Threaded Fillings. Add the following before the first paragraph:

General. Use only new materials of brands and types noted on drawings specified herein, or approved equals.

Paragraph 2 shall be deleted and replaced with the following:

PVC Pressure Main Line Pipe and Fittings shall be Class 315 PVC with bell and gasket-type pipe for pressure main pipes 2 inches and larger.

PVC schedule 40 with solvent welded joints for pressure main piping of lesser diameter. PVC schedule 40 solvent welded piping shall be used for all non-pressure lateral line piping.

The following paragraphs shall be added at the end of the subsection:

All PVC pipe must bear the following markings:

1. Manufacturer's name
2. Nominal pipe size
3. Schedule or class
4. Pressure rating in P.S.I.
5. NSF (National Sanitation Foundation) approval
6. Date extrusion
7. U.P.C. shield logo (IAPMO approval)

All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval

Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type recommended by the manufacturer, and shall follow installation methods prescribed by the pipe manufacturer.

800-2.2.2 Gate Valves. The text of this subsection shall be deleted and replaced with the following:

All valves shall be as identified on the Construction Documents and per City review and approval.

800-2.2.4 Remote Control Valves. Add the following after paragraph number one:

Remote control valve manufacturer and sizes shall be as indicated in plans and legend.

800-2.2.6 Quick-Coupling Valves and Assemblies. The text of this subsection shall be deleted and replaced with the following paragraph:

Quick-coupling valves shall have a brass two-piece body designed for working pressure of 150 PSI. The quick-coupling valve shall have a built-in flow control and self-closing valve and shall be supplied in 3/4-inch (19) size unless otherwise required. The valve shall be equipped with a locking rubber or vinyl cover. When a quick-coupler assembly is specified, it shall consist of the valve, quick-coupler connection, and hose swivel.

800-2.2.7 Valve Boxes. Delete the first paragraph and replace with the following:

Valve boxes and lids shall be as detailed on the Plans. The boxes shall be covered with an etched polyethylene face with an ultraviolet inhibitor. The lid shall be plastic, lockable, and embossed with the valve station number on its topside. Sizes and manufacturer of the valve boxes and lids shall be as indicated on the Standard Drawings.

800-2.2.8 Master Control Valves.

The master control valve manufacturer and size shall be as indicated on plan and legend.

800-2.3 Backflow Preventer Assembly

Add the following after paragraph number one:

Unless otherwise instructed by the City Inspector, backflow assemblies shall consist of a brass reduced pressure/backflow prevention device with “Wye” strainer and 60 mesh screen as detailed and called out on the Project Plans.

800-2.4 Sprinkler Equipment

The text of this subsection shall be deleted and replaced with the following:

Irrigation bodies and nozzles shall be as indicated on plan and legend. Substitutions shall not be allowed unless by written authorization from the City.

Irrigation bodies and nozzles shall feature low head drainage, pressure regulating, and pressure compensating features. Unless otherwise approved, all pop-ups and fixed riser assemblies shall consist of plastic and stainless steel materials.

Smaller radii turf irrigation equipment shall consist of 6-inch pop-ups. All smaller radii shrub and groundcover irrigation equipment shall consist of 12-inch pop-ups, unless otherwise approved by the City. Smaller radii equipment are those components which irrigate within and under a radius of 22 feet.

800-3 ELECTRICAL MATERIALS

800-3.2.1 Conduit. [Replace paragraph with the following]:

Conduit shall be Schedule 40 PVC pipe as called out on the plans. Install per plans. Conduit shall conform to the applicable provisions of subsection 800-2.1.3.

800-3.2.2 Conductors [Add the following paragraph]:

The electrical system shall be installed in accordance with the National Electrical Code most recently adopted by the City. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-U.F. 600 volt. Pilot wires shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Install in accordance with valve manufacture's specifications and wire chart. In no case shall wire size be less than #14.

Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible. Install wires inside Schedule 40 Conduit anywhere it is not possible to place in pipe trench, or where wires must go under pavement. Conduit size shall be large enough to contain all necessary wires. Minimum conduit size shall be 2".

Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of ten (10) feet.

An expansion curl should be provided within three (3) feet of each wire connection and at least every one hundred (100) feet of wire length on runs more than one hundred (100) feet in length and also at each change of direction. Expansion curls shall be formed by wrapping at least five (5) ruins of wire around a one-inch diameter pipe, then withdrawing the pipe.

All splices shall be made with 3M - DBY wire connector, or approved equal.
Use one splice per connector sealing pack.

Field splices between the automatic controller and electrical control valves will not be allowed without prior approval of the City.

SECTION 801 - LANDSCAPE & IRRIGATION INSTALLATION

801-1 GENERAL

The following paragraphs shall be added at the end of the subsection:

Inspection will be required for the following parts of the work:

a. At completion of rough grade prior to incorporation of soil amendments.

b. Irrigation coverage test prior to initiating planting operations.

c. At completion of incorporation of soil amendments and fine grading.

d. Prior to digging plant pits for trees and shrubs.

e. During backfilling of plant pits with amended backfill.

f. Maintenance period shall not begin until final installation inspection is made, and establishment is verified. City inspector shall approve commencement date of maintenance prior to the commencement of said maintenance.

g. Final review and acceptance at the end of the maintenance period.

801-2 EARTHWORK AND TOPSOIL PLACEMENT

801-2.1 General. The following paragraph shall be added at the end of the subsection:

The Contractor shall apply water as necessary to provide ideal moisture content for tilling and for planting as, herein specified.

801-2.2 Trench Excavation and Backfill. The second and last paragraph shall be deleted and the following added:

The depth of cover over pipelines and conduits shall be per Drawings.

The trenches shall not be backfilled until all required tests are performed. A fine granular material used for bedding and backfill will be placed on all lines. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stones.

The finished surface shall be restored to the grade established prior to excavation. All mounding and divots shall be graded smooth to the satisfaction of the City Representative.

If settlement occurs, and subsequent adjustments in pipe, valves, valve/utility boxes, sprinkler heads, lawn or planting, or other construction are necessary, the Contractor shall make all required adjustments.

801-2.2.1 Trenching and Backfilling Under Paving. The following subsection shall be added:

Where irrigation lines are called for on the plans to be placed within a sleeve the PVC sleeve to be provided for such work shall be Schedule 40 PVC sleeve.

801-2.2.2 Trenching Adjacent to Existing Trees. The following subsection shall be added:

Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots. Excavation in areas where two (2) inch and larger roots occur shall be done by hand. All roots two (2) inches and larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped with burlap, to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than two (2) inches in diameter the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through. Trenches adjacent to trees should be closed within twenty-four (24) hours; and where this is not possible, the side of the trench adjacent to the free shall be kept shaded with burlap or canvas.

801-2.3 Topsoil Preparation and Conditioning

801-2.3.2 Fertilizing and Conditioning Procedures. The first paragraph of the subsection shall be deleted and replaced with the following:

The planting areas shall be brought to rough grade whereupon Fertilizer and Soil Conditioning required for the native soils for the intended landscape planting shall be added based upon the recommendations of Soils Fertility and Agricultural Suitability Report. (See Section 212) The Contractor, at no additional cost to the City, shall make two additional soils tests for agricultural fertility and suitability and fertilizer and amendment recommendations of all planting areas upon completion of excavation, topsoil backfilling, and grading. The Contractor shall amend it as necessary to comply with the soils test report at no additional cost to the City.

801-2.3.3 Weed Control. The following subsection shall be added:

Kill and remove all existing weeds from site areas utilizing post-emergent herbicide.

Upon completion of the irrigation system and after all designated shrub and ground covers, existing weeds and growth have been removed from the planting areas, the Contractor shall apply by spray a mixture of Commercial Fertilizer 12-12-12 to be applied at a rate of 400 lbs/per acre.

Thereafter, all areas shall be watered four (4) times daily until weed seeds have germinated, approximately 21 days or unless otherwise directed by the Engineer. Thereafter, watering shall cease for three (3) days to be followed by the spraying of a systemic herbicide containing the active ingredient glyphosate (Roundup-Pro, or approved equal). Spraying shall be at the labeled rate compatible with the eradication rate for the target weed species and shall be performed under the direction of a registered pest control advisor. After allowing sufficient time for the herbicide to kill all remaining weeds (2 weeks minimum), the areas to be landscaped shall be raked or hoed as directed by the Engineer to remove any remaining weed stubble. All areas shall be watered for an additional 14 (fourteen) day period and then an additional application of the systemic herbicide per manufacturer's recommendation.

801-2.4 Finish Grading. The following shall be added to the last sentence of the second paragraph.

…except where water is designed to flow over the same.

The following paragraphs shall be added following paragraph two:
Finish grades shall be those indicated on the drawings or as may be controlled by existing installations. Grades not otherwise indicated shall be uniform, and straight graded between points where elevations are noted. Minor modeling of the ground surface may be required.

Grading shall provide for the natural run-off of water without low spots or pockets. Flow lines shall be set by instrument and shall be the maximum gradient possible.

801-3 HEADER INSTALLATION

The following subsection shall be added:

801-3.1 Concrete Headers. Concrete headers shall be constructed where shown on the plans and specifications. All concrete work shall conform to the requirements of subsections 201-1 and 301-1 and per Project Plans.

801-4 PLANTING

801-4.3 Layout and Plant Location. The following paragraph will be added at the end of the subsection:

Quantities for shrubs and groundcovers shown on the legend are for estimate purposes only. Final quantities for plant materials installed shall be governed by the indicated plant spacing. Quantities for trees shall be verified in bid documents and discrepancies between the planting plans and the bid schedule shall be noted on bid schedule by Contractor at the time of bid submittal.

In the event that designated plant location is found in conflict with underground utility or structure during the planting operation an alternate location will be selected by the City. The Contractor shall be responsible to notify utility companies for the spotting of underground facilities prior to plant acquisition and to make precautionary potholes where conflicts would be indicated on the plans or by field notations by utility representatives. The cost for utility notification and potholing shall be included in the other work items and no additional compensation will be allowed therefore.

Proposed tree locations, as indicated on plans shall be staked by contractor for review and approval by city prior to digging of plant pits for planting. Stakes shall minimum of 6' in length and color coded to indicate variety of proposed tree planting at each of the staked locations. Review and approval of provided color-coded stake locations, with modifications/adjustments as necessary shall be provided by city prior to commencement of tree planting operations.

Container shrubs and groundcovers shall be placed on finish grade at locations indicated on planting plans for review and approval prior to planting. Contractor shall notify City 48 hours prior to scheduled review of containerized shrubs and groundcovers on grade

801-4.4 Specimen Planting [Insert before first paragraph]:

The planting pits for trees shall be excavated twice the diameter and one-and-a-half times the depth of the rootball.

Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.

7 tablets per 15 gallon
20 tablets per 24 inch box
24 tablets per 30 inch box
28 tablets per 36 inch box
32 tablets per 42 inch box
36 tablets per 48 inch and larger boxes

Planting shall be governed by the following requirements:

801-4.5 Tree and Shrub Planting

The Contractor shall amend backfill as necessary per the soils test report at no additional cost to the City. (Refer to Sections 212 and 801-2.3.2). **The following soil amendments and fertilizer guidelines shall be used for bid purposes only.** Fill holes with backfill mixtures as specified below:

1. The following material shall be thoroughly blended and used as a backfill mix. No mixing for individual planting holes will be permitted. Mix planting soil prior to backfilling and stockpile at the site. The iron sulfate should not contact cement surfaces since severe staining could occur.

6 parts by volume screened on-site soil
4 parts by volume Nitrogen Stabilized Organic Amendment
2 lbs. Iron Sulfate per CY of mix
1 lb. 12-12-12 per cu. yd. of mix

2. Place plants near respective pits. Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.

   1 tablet per 1-gallon container
   2 tablets per 5-gallon container
   8 tablets per 15-gallon container

3. Remove all plants from their containers and set in plant pits.

4. Fill to proper height with amended backfill to receive the plant and thoroughly tamp the mixture before setting the plant.

5. Set plant in upright position in the center of the hole and compact the backfill mixture around the ball or roots.

6. Thoroughly water each plant when the hole is one-half filled. After water has completely drained, place planting tablets per detail. The remainder of the hole shall then be backfilled.

7. After watering, tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the plant is at the finished grade of the surrounding area. Do not backfill around trunks or stems.

8. After backfilling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least six inches of water. Basins shall be the same size as the container size of each individual plant. The basins shall be constructed of amended backfill material. This berm shall be leveled to finished grade alter the 60th day of the maintenance period.

9. Immediately after planting, apply water to each tree and shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

10. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, wet below the root system of grass and plants. Generally, water once each day for 7 days in cool seasons, for 14 days in hot weather. Berms around shrubs and trees in slopes shall be maintained for 60 days following tree planting and then removed.

11. Pruning - Pruning shall be limited to the minimum necessary to remove injured twigs and branches and to compensate for loss of roots during transplanting, but never to exceed one-third of the branching structure. Upon approval of the City Representative, pruning may be done before delivery of plants but not before plants have been inspected and approved by the City.

12. No trees shall be planted within 6 feet of paved surfaces, unless specifically indicated on plans. Those trees noted on plans to occur within 6’ of curbs and/or paving shall receive continuous root barriers per Section 212-1.5.5.

801-4.6 Planting Staking and Guying. The text of the entire subsection shall be deleted and replaced with the following paragraph:

All staking and guying shall be in accordance with the Plans, Details, and Specifications.

801-4.7 Ground Cover and Vine Planting. The second paragraph shall be deleted and replaced with the following:

801-4.8 Sod. Sod shall be laid with longer seams perpendicular to the slope, and in a staggered pattern to minimize erosion. Sod panels shall be a minimum of 24" wide.

801-4.9 Erosion Control Planting

801-4.10 Wood Mulch Installation

Mulch installation shall consist of placing 3″ thick layer 'forest floor' (0″- 4″) material equal to or supplied by Aguinaga Company Inc., (949) 786-9558 over designated planter areas. See plans for areas of installation. Submit sample prior to purchase and/or placement for approval.

801-5 IRRIGATION SYSTEM INSTALLATION

801-5-l General. The following paragraphs shall be added after paragraph three:

Contractor shall be responsible to notify the City prior to start of construction to coordinate on-site inspections.

Due to the scale of drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions.

The work shall be installed in such a manner as to avoid conflicts between planting and architectural features, etc.

All work called for in the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.

The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the City Representative. In the event this notification is not performed, the Irrigation Contractor shall assume full responsibility for any revisions necessary and shall perform such at his own expense.

The fourth paragraph shall be deleted and replaced with the following paragraphs:

The location of connection points shown is approximate. The Contractor shall contact the utility companies and coordinate the installation of the required electrical and water services. Following coordination with the utility companies, the Contractor shall make all necessary provisions to make the service connections called for on the plans at the places indicated or to the nearest acceptable point thereto as approved by the utility companies and the City Representative. Verification of the point of connections with the utility companies and the City Representative shall be obtained by the Contractor prior to the start of work.

All costs for making the service connections shall be paid for by the Contractor, with the exception of any utility company fees and permit fees which are reimbursable by the City, as per Section 7-3 "Permits" of the General Provisions.

The following paragraph shall be added at the end of the subsection:

Temporary Repairs. The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

801-5.2 Irrigation Pipeline Installation

801-5.2.l General. The following sentences shall be added at the end of paragraph four:

A minimum of twelve (12) inches clearance shall be maintained between “recycled” irrigation pipelines and non-irrigation pipelines/conduits.

The following paragraphs shall be added at the end of the subsection:

PVC Sleeves shall be required under areas where all hardscape materials shall be installed. Sleeving shall be done per detail on Project Plans (Minimum sleeve dimension shall be twice the diameter of pipe size.

801-5.2.3 Plastic Pipeline. The following shall be added to the end of paragraph one: PVC to metal connections shall only be accomplished by PVC male adapters screwed into metal fittings. Teflon tape shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints.

The following paragraph shall be added following paragraph four:

Handling of PVC Pipe and Fittings. The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe are to lie flat and not to be subjected to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and, if installed, shall be replaced with new piping. Pipe and fittings shall not be stored in direct sunlight.

801-5.3 Installation of Valves, Valve Boxes, and Special Equipment

Paragraphs three, four, five, and six shall be deleted.

801-5.4 Sprinkler Head Installation and Adjustment.

801-5.4.2 Location, Elevation, and Spacing.

The third paragraph shall be amended to read as follows:

Sprinkler heads shall be installed 6 inches from the adjacent vertical elements projecting above wade such as walls, planter boxes, curbs, and fences in shrub areas. Sprinkler heads shall be installed 4 inches from adjacent vertical elements projecting above grade such as walkways, walls, planter boxes, curbs, and fences in turf areas.

801-5.6 Flushing and Testing.

801-5.6.1 General. The following paragraph shall preface the subsection:

Flushing of the lines shall be done before quick coupling valves and remote control valves are in place. All open ends shall be piped (temporarily to exhaust flushing water up and out of the trenches.)

No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap, and move progressively towards the end of the line, with only one open port flushing at any one time.

Amend the last sentence of the first paragraph by adding “and approved in writing” by the Senior Landscape Planner at the end of the sentence.

Add the following paragraph to the end of the subsection:

When the irrigation system is completed, a coverage test shall be performed by City Staff to determine if the water coverage for planting areas is complete, adequate, and avoids overspray onto walks, roadways, and buildings as much as possible. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the City inspector. This test shall be accomplished before any ground cover is planted.

The Contractor shall request the presence of the City in writing at least forty-eight (48) hours in advance of testing. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.

801-5.6.2 Mainline and Lateral Pipeline Pressure Test. Pressure test at the end of the first paragraph shall be amended to read: Mains 6 hrs at 150 PSI. Laterals 2 hours at 100 PSI.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT

801-6.1 General

The following paragraph shall be added following paragraph six:

The Contractor shall be responsible for detecting diseases and pests (including rabbits, gophers, groundhogs, rodents) as soon as they are present and shall take immediate action to identify, control, and remove the disease or pest. Pest control programs of all mammals shall be done without extermination and as approved by the City’s Authorized Representative. Plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be maintained to recommend and apply pesticide, herbicides, and fungicides. Contractor shall be responsible for removal of gophers and moles from site and repair any and all damage attributed to their presence. Damaged plant material due to vertebrate pests (rabbits, gophers, groundhogs, etc.) shall be replaced immediately by Contractor at no cost to City. Dead dying and damaged plant material shall be removed at no cost to the City.

Maintain all planting starting with the planting operations and continuing for 90 calendar days after all planting is complete and approved by the City in writing. The maintenance period will not commence until all planting has been approved in writing by the City.

Maintenance shall include, but not be limited to, all watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period.

The lump sum price paid for the maintenance period shall include all costs for water (from the new water meter installed only), watering, irrigation repair, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the plant areas neat and attractive throughout the maintenance period. Upon the 60th day or thereafter, dirt berms around trees and shrubs shall be leveled.

Provide all equipment and means for proper application of water to those planted areas not equipped with an irrigation system.

Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining proper safeguards.

During the maintenance period, all plants and planted areas shall be kept properly watered and weed-free at all times. Irrigation schedule shall comply with AB1881 and Certified Irrigation Auditor's parameters.

In order to expedite the plant establishment work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the end of the final maintenance period.

The Contractor will be relieved from maintenance work when the plant establishment and maintenance work has been completed to the satisfaction of the City.

Damage to planting areas shall be replaced immediately when seen by Contractor. Damage observed by the City shall be replaced within 24 hours of notification to the Contractor.

Depressions caused by vehicles, bicycles, or foot traffic, are to be filled and leveled. Replant damaged areas.

Apply a pelletized fertilizer blend of 15-15-15 at the beginning and at every 30-day maintenance interval at the rate 350 lbs. per acre until the designated end of the maintenance period. A 90-day maintenance program shall consist of three fertilizer periods.

Apply 25 lbs Gro-Power Plus per 1,000 square feet at 25th and 55th day of 90 day maintenance period.

Contractor shall be responsible for removal of rodents, slugs, snails, and cutworms from site as required and repair damage as above.

All paved areas will be broom cleaned and/or washed and maintained in a neat and clean condition at all times, as directed by the City. AQMD and WQMP practices shall be observed. Air blowers shall not be allowed.

Replacements. At the end of the maintenance period, all plant material shall be in a healthy growing condition.

During the maintenance period, should the appearance of any plant indicate weakness and probability of dying, immediately replace that plant with a new and healthy plant of the same type and size without additional cost to the City.

All trees shall be guaranteed by the Contractor to live and grow in an acceptable upright position for a period of one year after completion and final acceptance by the City.

The Contractor, within ten (10) days of notification by the City, shall remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting, and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

Clean-Up. Upon completion of the work in this section, the Contractor shall clean-up and remove from the area all unused materials and debris resulting from the performance of the work as directed by the City.

801.6.2 Charts, Manuals, and Drawings

Subsection is hereby added to subsection 801-6 of the Standard Specifications as follows:

801-6.2.1 As-Built Drawings

Contractor shall provide City Representative with Landscape Architect signed project construction document plans, reflecting all “as-built” conditions for all project elements with two (2) sets of edge bound plots at the completion of the project at no additional cost to the City.

Contractor shall provide PDF set of electronic files, delivered to the City’s Senior Landscape Planner for permanent recordkeeping purposes.

Contractor shall dimension from two (2) permanent points of reference, building corners, sidewalk or road intersections, etc., the location of the following items:

1. Gate valves
2. Sprinkler control valves
3. Routing of control wiring
4. Rain gauge
5. Quick coupling valves
6. Point of connection components (meters, backflow preventers, etc.)
7. Other related equipment as directed by the City
8. Significant changes in routing of lateral lines from those indicated on the plans

Delivery. On or before the date of the final inspection, the Contractor shall deliver the corrected and completed design documents to the City. Delivery will not relieve the Contractor of the responsibility of furnishing required information that maybe omitted from the prints.

801-6.2.2 Controller Charts

As-built drawings shall be approved by the City before the Contractor prepares the controller charts.

Provide two (2) controller charts for each controller supplied. In the case that no controller is provided, the Contractor shall prepare a new controller chart utilizing any existing system that is being protected, as well as any new systems on line, for the existing controller(s).

The chart shall show the area controlled by the automatic controller and shall be the maximum size which the controller door will allow.

The chart is to be a reduced drawing of the actual “as-built” system. However, in the event the controlled sequence is not legible when the drawing is reduced, it shall be enlarged to a size that will be readable when reduced.

The chart shall be a blackline or blueline print and a different color shall be used to indicate the area of coverage for each station.

When completed and approved, the Contractor shall hermetically seal the chart between two pieces of plastic, each piece being a minimum of 10 mils thick.

These charts shall be completed and approved prior to final inspection of the irrigation system.

801-6.2.3 Manuals of all Equipment and Certificate of Substantial Completion

Operation and Maintenance Manuals. Prepare and deliver to the City within ten calendar days after substantial completion of the project, three hard cover binders with three rings containing the following information:

1. Index sheet stating Contractor's and subcontractor’s license numbers, address, and telephone number and list of equipment with name and address of al local supplier’s and manufacturer's representatives.

2. Catalog and specification ‘cut’ sheets materials for all hardscape and softscape and equipment installed under this contract.

3. Guarantee statement. The guarantee for the sprinkler irrigation system shall be made in accordance with the enclosed form. The Contractor shall file a complete copy of all substantial completion forms and irrigation guarantee prior to the acceptance of project by the City.

   The guarantee shall be included in the operations and maintenance manual of all equipment throughout the park.

   The guarantee shall be typed onto the Contractor’s letterhead.

4. Complete operating and maintenance instructions on all major equipment.

In addition to the above mentioned maintenance manuals, provide the City's maintenance personnel with instructions for major equipment and show evidence in writing to the City at the conclusion of the project that this service has been rendered.

801-6.3 Equipment

801-6.3.1 Loose Equipment to be Furnished. The following subsection shall be added (confirm each item with the City Inspector prior to actual turn-over):
The Contractor shall supply as a part of this contract the following tools:

1. Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.

2. Two (2) five foot valve keys for operation of gate valves.

3. One (1) quick coupler key and matching hose swivel for every five (5) of each type of quick coupling valve installed.

4. Six (6) spray nozzles of each type specified on the legend.

5. One case of spray bodies of each manufacturer specified on the legend.

6. One case of rotors of each manufacturer specified on the legend.

7. Two (2) gate valves - line sized - as specified on the legend.

8. Two (2) keys each for controller and controller enclosure doors.

    a. One remote for each controller

The above-mentioned equipment shall be turned over to the City at the conclusion of the project. Before final inspection can occur, evidence that the City has received material must be shown to the City Representative.

801-7 Guarantee

The text of the subsection shall be deleted and replaced with the following:

The guarantee period shall begin upon written notice by City of substantial compliance with plans and specifications has been achieved by Contractor.

Upon acceptance, all construction shall be guaranteed by the Contractor for a period of one year against defects in materials and workmanship.

Any settling of backfill trenches which may occur during the one year guarantee period shall be backfilled, compacted, and transitioned smoothly with adjacent gradients to the City's satisfaction by the Contractor without expense to the City, including the complete restoration of damaged planting, paving, or other improvements of any kind.

The Contractor, within ten (10) days of notification by the City Representative, shall remove and replace all guaranteed plant materials which, for any reason, fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear, and unusual abuse, or neglect accepted. We agree to repair or replace any defects in material or workmanship, including settling of backfilled areas below grade which may develop during the period of one year from date of acceptance and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the City. We shall make such repairs or replacements within 72 hours after receipt of written notice. In the event of our failure to make such repairs upon written notice from the City, we authorize the City to proceed to have said repairs or replacements made at our expense and we will pay the costs and charge therefore upon demand.

PROJECT:

LOCATION:

AGENCY:

SIGNED:
(Contractor)

ADDRESS:

PHONE:

DATE OF ACCEPTANCE:

801-8 PAYMENT [Add prior to first paragraph]

The payment for the irrigation system and all appurtenant installations indicated on the drawings and described in these specifications shall be included as part of the Lump Sum Contract Price in the Proposal Bid Form.

The payment for the installation of turf shall be made as part of the Sum Contract Price.

The payment for maintenance of the work per the drawings and the specifications shall be made as part of the lump sum Contract Price 90-day Plant Maintenance.

The payment for the planting and installation of trees, shrubs, and ground cover shall be included in the Contract Lump Sum Contract Price. The cost of soil amendments, fertilizing and soil conditioning, weed control, and finish grading shall be included in the Lump Sum Contract Price.

SECTION 900 – SITE FURNISHINGS

900-1 GENERAL REQUIREMENTS

900-1.1 General

Examine Plans and Specifications and include all miscellaneous metal, which is specified in other Sections. Provide all connections, anchors, bolts, and other fastenings as required. Perform all cutting, punching, drilling, and tapping required for proper assembly of the work. All installations shall be done in accordance to manufacturer's specifications.

900-1.2 Shop Drawings

1. Submit shop drawings of all work herein showing layouts, sizes, and methods of construction and installation, including sizes and types of all fastening devices.

2. Codes

   Materials and work shall conform to the governing Building Code. In case of conflict between these Specifications and the Building Code, the more stringent shall govern.

3. Delivery

   Ensure that items to be set in concrete are delivered at the proper time.

4. Measurements

   Verify all dimensions by taking field measurements. Proper fit and attachment of all items are required.

5. Coordination

   Coordinate with other trades to effect prompt delivery of all materials needed for erection or installation. Identify all bolts or other loose materials.

6. Storage

   Store materials in dry, protected areas. Protect from rusting, bleaching, and other damage. Remove any damaged items from site and replace at no cost to the City's representative.

7. Certifications

Furnish to the City's representative copies of all material certifications.

900-2 SITE FURNISHINGS

900-2.1 Receptacles

'California' series waste receptacle, model #QR-CAL2832W-A24 in natural color with craftsman etch texture and black steel funnel trash lid, by QCP, (866)703-3434. Surface mount per manufacturer's recommendations.

900-2.2 Seating Furnishings

ADA concrete picnic table, model #Q-LBT102PTADA, in natural color with craftsman etch texture, by QCP, (866)703-3434. Surface mount per manufacturer's recommendations.

'Palm' series bench, model #Q1-PS84B in natural color with craftsman etch texture, by QCP, (866)703-3434. Surface mount per manufacturer's recommendations.

900-2.3 Drinking Fountain

Hi/lo drinking fountain / bottle filler, model #10145SM, color to be green, by Most Dependable Fountains, (800)552-6331. See civil engineering plan for connection to sump. Surface mount per manufacturer's recommendations.

900-2.5 Exercise Equipment

6-Person Static Combo, model #SGR076, color to be green/tan, by Greenfields Outdoor Fitness, Inc., (888) 315-9037. Order # S29479. Units will be retrofitted for In-Ground Direct Bury installation method per manufacturer's recommendations.

Appendix A – Water Pollution Control Plan Template

Appendix B – VEEH RANCH PARK Rehabilitation Project Plans

Appendix C – Certification Status Change

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Authority to Advertise for Construction, Acceleration/Refuge Lane Median Island Modification on Moulton Parkway at Mandeville Drive, CIP 303

Recommendation: That the City Council: 1. Approve the plans and specifications for Acceleration Lane Median Island Modification on Moulton Parkway at Mandeville Drive, CIP 303; 2. Authorize the advertisement for bids for Acceleration Lane Median Island Modification on Moulton Parkway at Mandeville Drive, CIP 303; 3. Authorize the City Engineer to make minor edits to the plans and specifications as necessary prior to bidding; and 4. Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - “Existing Facilities."

Background:

In 2024, a resident contacted the City Engineer and commented that the vertical curve on Moulton Parkway and existing placement of a median way-finding sign made left turns from Mandeville Drive onto southbound Moulton Parkway difficult. The resident proposed the construction of an acceleration lane (also called a refuge lane) in the median for traffic turning from Mandeville Drive onto southbound Moulton Parkway. The City Engineer reviewed the issue and contacted the City's traffic engineering consultant, Hartzog & Crabill, Inc., to provide its professional opinion. Hartzog & Crabill, Inc. concurred that a corrective project needed to be implemented.

As a result, the City Engineer proposed a corrective project as part of the City Council-approved FY 2025-2027 Capital Improvement Program. The corrective project consists of the construction of an acceleration lane (also called a refuge lane) in the median for traffic turning from Mandeville Drive onto southbound Moulton Parkway and the

relocation of the median way-finding sign to an alternative median location.

After City Council approval of the FY 2025-2027 Capital Improvement Program, the City Engineer engaged with one of the City's on-call civil engineering firms, Ardurra, to design the project improvements and prepare the bid documents and project specifications.

City staff recommends approval of the plans and specifications for the project. For ease of review, the project plans were not inserted into the bid documents as doing so would create duplication in the agenda packet.

Fiscal Impact:

The Acceleration Lane Median Island Modification on Moulton Parkway at Mandeville Drive, CIP 303, has an available construction budget of $225,000.

The consultant's construction cost estimate for the project is $225,000.

Attachments:

1. Bid Documents and Specifications, CIP 303
2. Construction Plans



CITY OF LAGUNA HILLS
CALIFORNIA

PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR
MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT

(ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AT MANDEVILLE DRIVE)

PROJECT NO. CIP 303

PREPARED FOR

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

PREPARED BY

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

April 23, 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

Approved By:

Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2026

Date

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

NOTICE IS HEREBY GIVEN that sealed bids for the **Moulton Parkway and Mandeville Drive Project, CIP 303** ("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, June 3, 2026**, 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 unclassified excavation, tree and root removal, asphalt removal, asphalt concrete pavement construction, removal and replacement of decorative concrete paving, signing, striping, relocate existing monument and footing, median curb removal, curb construction, 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, Traffic Control Plan, 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 Joe Ames at JAmes@lagunahillsca.gov.

Dated this 28th day of April 2026.

City of Laguna Hills, California

BY _____
KAREN HAMMAN, INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "MOULTON PARKWAY AND MANDEVILLE DRIVE, CIP 303 PROJECT- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within 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). Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

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

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14. PREVAILING WAGE RATES

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

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

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

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

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

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

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section

12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

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

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

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

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

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency’s written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS

PROPOSAL
FOR

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

TO **CITY OF LAGUNA HILLS**, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____ DATE:_____, 20__

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

_____

_____ _____
(Signature)

PHONE: (___)_____ TITLE:_____

Subscribed and sworn to before me BY: _____
this _____ day of_____, 20___ (Print Name)

_____ _____
(Signature of Notary Public) (Signature)

(Attach Jurat) TITLE: _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name:_____

Business Address:_____

Email:_____ Telephone:( )_____

State Contractor's License No. and Class:_____

Original Date Issued:_____ Expiration Date:_____

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

_____

_____

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

_____

_____

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

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

TITLE: _____

(SEAL)

BIDDER'S NAME:_____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME:_____

REFERENCES

The 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:_____
Address:_____
Phone No.:_____ Contact:_____
Description of Work:_____

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

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

DESIGNATION OF SURETIES

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

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

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

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

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

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number:_____

DIR Registration No.:_____

Name of Individual Contractor (Print or type):

_____

Signature of Owner(s):_____ _____

Business Address:_____

or

Name of Company:_____

Business Address:_____

Officers:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

or

Name of Corporation: _____

Business Address:_____

Corporation organized under the laws of the State of:

_____ _____

Name of President of Corp./ Company Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____ _____

(Signature of Notary Public) (Signature)

TITLE: _____

(SEAL)

Bond Amount $_____
Bond Number_____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS,_____ (the "Principal") has submitted a
(NAME OF BIDDER)
bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

_____(the "Work"), as specifically set
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
forth in documents entitled_____,
(TITLE OF BID PACKAGE)
Dated:_____, 20____(the "Specifications").

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Bond Amount $_____
Bond Number_____

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

BIDDER'S NAME:_____

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_____[date], at _____[city], _____ [state]."

Signed:_____

_____
Title

Subscribed and sworn to before me
this_____ day of_____, 20___.

_____
Signature of Notary Public

(SEAL)

CITY OF LAGUNA HILLS

PROPOSAL BID SHEETS
FOR

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

PROJECT BID ITEMS 1-16:

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Project Mobilization and Demobilization (Not to Exceed 5% of Construction Costs)	1	LS		
2	Preparing and Implementing Traffic Control Plan	1	LS		
3	Construction Survey and Monument Preservation *	1	LS		
4	Clearing and Grubbing and Unclassified Excavation	1	LS		
5	Remove Median Curb	134	LF		
6	Remove Existing Decorative Concrete Paving	357	SF		
7	Remove Existing Tree and Roots	2	EA		
8	Remove 12” Thick Existing AC and Base	12	CY		
9	Construct Type A1-8 Curb Per SPPWC Std Plan 120-3 Over 6” CMB	132	LF		
10	Construct Decorative Concrete Paving – 4” Thick	355	SF		
11	Construct 12” Thick Deep Lift AC	86	TN		
12	Relocate Monument and Footing, Modify Irrigation and Landscape	1	LS		
13	Temporary and Permanent Signing, Striping, and Markings	1	LS		
14	Connect and Extend Irrigation Sleeves	2	EA		
15	Public Improvement Project Sign	2	EA		
16	Best Management Practices/ Water Pollution Control Plan	1	LS		

*See Section 3-10.3, Section 309, and Section 400-2 of the Special Provisions

TOTAL BID IN FIGURES:

$_____

TOTAL BID IN WORDS:

_____DOLLARS

AND_____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

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

PROPOSAL

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

BIDDER_____

_____

_____

_____

Subscribed and sworn to before me
this _____ day of_____, 20___

BY: _____
(Print Name)

_____
(Signature of Notary Public)

_____
(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

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:_____

BIDDER'S NAME:_____

BIDDER'S CERTIFICATION FOR

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

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303 AND IN THE SPECIAL PROVISIONS FOR MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303 and accepts all conditions and requirements contained therein.

_____
Bidder

_____ _____
By Date

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

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT
FOR

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. 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 Dollars ($0.00), 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:

_____
DON CASKEY, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK
CITY OF LAGUNA HILLS

_____
COLIN BURNS, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

_____
(CORPORATION (NAME - TYPE))

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

BY:_____
(PRINT)

_____
(SIGNATURE)

_____
(TITLE)

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

Bond Amount $_____
Bond Number_____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on_____, the City of Laguna Hills, California
(DATE OF AWARD)
("City") awarded a public works contract (the "Contract"), delineated as Contract No._____,

for the_____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)

specified in the Contract , to_____, a
(NAME OF CONTRACTOR)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the

Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____ (DATE OF AWARD), the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No._____, for the _____ (NAME OF PROJECT AND/OR DESCRIPTION OF WORK), as specified in the Contract , to _____ (NAME OF CONTRACTOR), a _____ (CONTRACTOR ENTITY TYPE i.e., INC, LLC, ETC) hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incporated thereinby 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 _____ (NAME OF SURETY) (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and _____/100 DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

PRINCIPAL:	**SURETY:**
_____	_____
(Principal Name) (Seal)	(Surety Name) (Seal)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
By:	By:
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name and Title)	(Print Name and Title)
Principal Address and Telephone:	Surety Address and Telephone:
_____	_____
_____	_____
_____	_____

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

COMPENSATION INSURANCE CERTIFICATE

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

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

_____
Contractor

By: _____
(PRINT)

_____
(SIGNATURE)

_____
Title

_____
Date

Section 3700 of the Labor Code reads as follows:

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

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

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

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS

GENERAL SPECIFICATIONS
FOR

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

SCOPE OF WORK

The work to be performed and completed by Contractor consists of construction including unclassified excavation, tree and root removal, asphalt removal, asphalt concrete pavement construction, removal and replacement of decorative concrete paving, signing, striping, relocate existing monument and footing, median curb removal, curb construction, and other miscellaneous improvements as shown on the plans and as required to complete the work on Moulton Parkway and Mandeville Drive Project, CIP 303, and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at Moulton Parkway and Mandeville Drive, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 50 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	Rory Harnsich	949/837-7050 Ext. 251
So Cal Gas Company	1919 South State College Anaheim, CA 92806	Fernando Rojo	213/231-8050
Gas Company Southern Region Transmission	P. O. Box 1100 Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Angela Rivera	714/902-1781
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Julie Tsang	949/580-3450
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communications	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Erik Weigand	949/577-0005

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

MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT

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	MOULTON PARKWAY AND MANDEVILLE DRIVE PROJECT, CIP 303

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
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- 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.

2-1.2 BID ITEMS [Add the following to this section]:

BID ITEM 1: MOBILIZATION AND DEMOBILIZATION

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, construction trailer, portable toilets, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred, including bonds, insurance, permits, business licenses, and financing prior to beginning work on the various contract items on the project site.

The Contractor shall provide a detailed project schedule, both electronically and in hard copy form. Schedule updates shall be provided weekly and with each progress payment, in accordance with these specifications and as directed by the City of Laguna Hills.

The Contractor's project manager, superintendent, and foreman are required to attend the pre-construction meeting and weekly progress meetings. Payment may be withheld if an updated schedule is not submitted as specified.

The Contractor shall have on the work site at all times, as its agent, a competent English-speaking foreman or superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from the City's Construction Representative.

The Contractor shall maintain the same foreperson or superintendent throughout the duration of the project. They shall remain on site and make themself available to City staff during all times that work is being performed.

The Contractor is responsible for securing an adequate storage site for equipment and materials. The Contractor shall coordinate with the City regarding acceptable staging and storage locations and may be required to relocate equipment and materials to maintain access to public areas, adjacent properties, or ongoing City operations.

The cost of providing bonds, insurance, financing, moving equipment to the job site, and preparing an approved work schedule shall be per lump sum bid item for Mobilization, and no additional compensation will be allowed therefor.

The Contract **LUMP SUM** price bid for the Mobilization and Demobilization bid item shall include full compensation for Mobilization and Demobilization 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 10% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

BID ITEM 2: TRAFFIC CONTROL

The Contractor shall provide all labor, materials, tools, equipment, and incidentals necessary to maintain safe and efficient traffic control for vehicles, pedestrians, and cyclists in accordance with the project plans, specifications, applicable laws, and City of Laguna Hills requirements. Traffic control shall include, but not be limited to, signage, barricades, flaggers, delineators, cones, warning lights, and other devices as required to ensure the safety of the public, workers, and adjacent properties.

The Contractor shall maintain continuous access to private properties, public streets, and emergency routes unless otherwise authorized by the City. The Contractor shall ensure that traffic control devices are properly installed, maintained, and removed as directed. Any damaged or missing devices must be immediately replaced at the Contractor's expense.

It shall be the Contractor's responsibility to furnish a detailed traffic control plan prepared and stamped/signed by a licensed civil or traffic engineer licensed in the State of California for City approval. The plan shall address phasing, lane closures, detours, pedestrian access, construction schedule impacts, and coordination with adjacent activities. The plan shall be updated as required to reflect actual conditions in the field and to maintain safe operations throughout the project duration. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s)/lane closures to the City Engineer for approval prior to the commencement of work. **The traffic control plans shall be submitted to the City for review and approval within 10 working days after the date of the Notice of Award.**

The Contractor shall comply with all applicable Caltrans and MUTCD standards for traffic control, including temporary signage, channelization, and work zone safety. Flaggers and personnel performing traffic control shall be properly trained and certified as required.

The Contractor shall coordinate with the City of Laguna Hills and any relevant agencies to provide timely notification of traffic impacts to the public, including temporary closures, detours, or restricted access areas.

The Contract **LUMP SUM (LS)** price bid for the Traffic Control 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.

BID ITEM 3: CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

The work under this item shall consist of furnishing all labor, materials, tools, and equipment necessary to perform construction survey services and preserve existing survey monuments as required for the project. The work shall include the establishment of horizontal and vertical control points, construction layout, and reference markers necessary for grading, paving, curbs, utilities, and other improvements. Identification, protection, and preservation all existing survey monuments and benchmarks within the project limits.

The Contractor shall not disturb permanent survey monuments or benchmarks without the consent of City of Laguna Hills. Where an existing survey monument will be covered, the Contractor will employ a licensed land surveyor to establish the location of the monument before it is disturbed, tie-out, and submit a record plan to the City. The Contractor shall have the monument replaced by a licensed land surveyor no later than thirty (30) days after construction at the site of the replacement is completed. The Licensed Land Surveyor will file corner record(s) as required by Sections 8772 and 8773, et seq. of the California Business and Professions Code. Copies will be provided to the city within 10 calendar days of completion

Payment for the Construction Survey and Monument Preservation bid item shall be included in the Contract unit price per **LUMP SUM (LS)** price bid, and shall include full compensation for furnishing all labor, tools, equipment and material costs of construction and monument surveying, establishing horizontal and vertical controls, providing construction staking, establishing centerline ties, protecting and restoring existing monuments and other survey items as required to complete the work in place. No additional compensation will be allowed, therefore.

BID ITEM 4: CLEARING AND GRUBBING AND UNCLASSIFIED EXCAVATION

The Contractor shall perform all clearing, grubbing, and site preparation within the project limits as shown on the Plans and as directed by the City Engineer. Work shall include the removal and disposal of vegetation, grass, weeds, brushes, roots, stumps, debris, rubbish, and other objectionable materials from the construction area. Clearing and grubbing shall also include the removal of surface and subsurface obstructions such as abandoned sign posts, small roots, rocks, or other materials that may interfere with grading, excavation, or construction. All materials resulting from clearing and grubbing shall be removed from the site and properly disposed of in accordance with applicable laws and regulations. Burning or burying debris on-site will not be permitted. Topsoil that is suitable for reuse, as determined by the City Engineer, shall be stockpiled and protected from contamination or erosion for later use in landscaping or finish grading. The Contractor shall protect existing improvements, utilities, and trees designated to remain. Damage to such improvements shall be repaired or replaced at no additional cost to the City.

Unclassified excavation within the median and other designated areas shall include all excavation necessary for construction improvements, including but not limited to amended backfill, topsoil, mulch, maintenance band, landscaping, and irrigation systems. Work shall include, but is not limited to, Saw-cutting and removal of existing pavement, hardscape, base material, boulders, vegetation, and other surface features. Excavation and removal of unsuitable materials to the required subgrade elevations. Excavation to depths of 18 inches and 42 inches, as shown on the Plans or directed by the City Engineer. Grading, compaction, sheeting, shoring, and dewatering, as necessary to achieve the specified subgrade conditions. Disposal of all excavated materials not suitable for reuse at an approved off-site facility.

The Contract **LUMP SUM (LS)** price bid for Clearing and Grubbing and Unclassified Excavation shall include full compensation for removals, furnishing all labor, tools, equipment and incidentals and for doing all the work involved, and no additional compensation will be allowed.

BID ITEM 5: REMOVE MEDIAN CURB

The work under this item shall consist of removing existing median curb and subgrade within the project limits as shown on the Plans or as directed by the City Engineer. Removal shall include saw cutting along the limits of removal to provide a clean, straight edge and prevent damage to adjacent improvements designated to remain. All removed materials, including concrete, reinforcing steel, and debris, shall be excavated, loaded, hauled, and properly disposed of at an approved off-site disposal facility. The Contractor shall exercise care to avoid damage to existing median paving, landscaping, irrigation, and other improvements not designated for removal. Any damage to such improvements shall be repaired or replaced to the satisfaction of the City Engineer at no additional cost to the City. The exposed surface after removal shall be graded, compacted, and left in a neat and safe condition ready for subsequent construction.

Payment for Remove Median Curb shall be made at the contract unit price per **LINEAR FOOT (LF)** and shall include full compensation for saw cutting, removal, hauling, and disposal of existing materials; protection of adjacent improvements; grading and compacting of the exposed area; and all labor, materials, equipment, tools, and incidentals necessary to complete the work as specified. No additional compensation will be allowed therefore.

BID ITEM 6: REMOVE EXISTING DECORATIVE CONCRETE PAVING

The Contractor shall sawcut and remove existing decorative concrete paving, including any underlying base or bedding material, to the limits shown on the Plans or as directed by the City

Engineer. Work shall include the removal and lawful off-site disposal of all concrete, reinforcement, sand bedding, and other associated materials. Care shall be taken to avoid damage to adjacent improvements such as asphalt pavement, curb and gutter, landscaping, irrigation systems, utilities, or other facilities to remain in place. All saw cuts shall be made in neat, straight lines, providing uniform edges suitable for new construction. Following removal, the subgrade shall be left compacted, smooth, and free of debris, ready for subsequent improvements.

Payment for the Remove Existing Decorative Concrete Paving item shall be included in the Contract unit price per **SQUARE FOOT (SF)** price bid. Work under this item shall include, but not be limited to, the cost of all labor, tools, equipment and materials to excavate, remove and dispose of existing decorative concrete paving; and all other work items as required to complete the work.

BID ITEM 7: REMOVE EXISTING TREE AND ROOTS

The Contractor shall remove existing tree(s), including stump and root system, to a minimum depth of 36 inches below existing grade or as directed by the City Engineer. All roots that may conflict with proposed improvements, including pavement, curb, sidewalk, or utilities, shall be fully removed. Following removal, all voids shall be backfilled with compacted material meeting the requirements of Section 301 (“Subgrade Preparation”) of the Standard Specifications to a minimum 95 percent relative compaction. The finished surface shall match the surrounding grade. The Contractor shall protect adjacent improvements from damage during tree and root removal operations and shall comply with all City of Laguna Hills tree removal regulations and applicable environmental or nesting bird protection requirements. All debris, wood, and green waste shall be removed from the site and properly disposed of at an approved disposal facility.

Payment for the Remove Existing Tree and Roots bid item shall be included in the Contract unit price per **EACH (EA)** price bid per tree and shall include removing the root system to at least 36-inches below the finished ground. No trees shall be removed unless approved by the city Arborist and the engineer. No additional compensation will be allowed therefore.

BID ITEM 8: REMOVE 12” THICK EXISTING AC AND BASE

The work under this item shall consist of removing existing asphalt concrete pavement and subgrade to a depth of 12 inches, including underlying base material as necessary, within the limits shown on the Plans or as directed by the City Engineer. Removal shall include saw cutting the perimeter of the removal area to provide a clean, straight edge and prevent damage to adjacent pavement to remain. All asphalt concrete and base material shall be excavated, loaded, hauled, and properly disposed of at an approved off-site disposal facility. Where required, the Contractor shall protect existing utilities and improvements during removal operations. Any damage to existing improvements or utilities shall be repaired or replaced at the Contractor’s expense. The exposed subgrade shall be compacted to 95% minimum relative compaction and maintained in a smooth, firm, and unyielding condition until subsequent pavement replacement or structural section work begins.

Payment for Remove 12” Thick Existing AC and Base shall be made at the contract unit price per **CUBIC YARD (CY)** and shall include full compensation for saw cutting, removal, excavation, hauling, and disposal of asphalt and base materials; compaction of exposed subgrade; protection of existing improvements; and all labor, materials, equipment, tools, and incidentals necessary to complete the work as specified. No additional compensation will be allowed therefore.

BID ITEM 9: CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3 OVER 6" CMB

The work under this item shall consist of furnishing all labor, materials, tools, and equipment necessary to construct Type A1-8 concrete curb in accordance with SSPWC Standard Plan 120-3, over a 6-inch compacted Crushed Miscellaneous Base (CMB), as shown on the Plans or as directed by the City Engineer. The work shall include:

1- **Subgrade preparation**: Excavation and compaction of the subgrade to 90% minimum relative compaction to the required grades. Aggregate base: Placement and compaction of 6" thick Crushed Miscellaneous Base (CMB) to 95% minimum relative compaction .

2- **Formwork:** Setting forms to the correct line and grade. Forms shall be maintained to prevent displacement during placement.

3- **Concrete placement:** Furnishing, placing, and finishing concrete of the required strength and mixing per City standards.

4- **Finishing and joints:** Smooth trowel and light broom finish as required, with construction and control joints in accordance with SSPWC specifications.

5- **Curing and protection**: Curing concrete to achieve required strength, and protecting work from traffic, weather, and damage until cured. Cleanup: Removal of debris, excess material, and cleanup of the site.

Payment for Construct Type A1-8 Curb over 6" CMB shall be made at the contract unit price per **LINEAR FOOT (LF)** and shall include full compensation for furnishing all labor, materials, equipment, forms, subgrade and base preparation, concrete, finishing, curing, and all incidentals necessary to complete the work as specified. No additional compensation will be allowed.

BID ITEM 10: CONSTRUCT DECORATIVE CONCRETE PAVING – 4" THICK

The work under this item shall consist of furnishing all labor, materials, tools, and equipment to construct decorative concrete paving 4 inches thick, as shown on the Plans or as directed by the City Engineer.

The decorative concrete paving shall include:

1- Concrete mix: 4" thick, reinforced as required, with strength, slump, and mix design per City standards and APWA Section 302.

2- Finishing: Decorative finish as specified, which may include stamped patterns, integral color, exposed aggregate, or surface treatments to match existing.

3- Control joints: Sawcut joints shall be provided at intervals as shown on the Plans or as directed to control cracking.

4- Subgrade preparation: The Contractor shall prepare and compact the subgrade to the required density and grade. Any subbase material, leveling course, or aggregate base shall be installed per Plans and City standards.

5- Curing: The concrete shall be cured per APWA Section 302-7 and as specified for decorative concrete to ensure proper strength and durability.

6- **Protection:** The Contractor shall protect the work from damage due to traffic, weather, or adjacent construction until fully cured.

Payment for Construct Decorative Concrete Paving 4" Thick shall be made at the contract unit price per **SQUARE FOOT (SF)** and shall include full compensation for furnishing all labor, materials, equipment, tools, formwork, subgrade preparation, curing, finishing, jointing, and all incidentals necessary to complete the work as specified. No additional compensation will be allowed.

BID ITEM 11: CONSTRUCT 12" THICK DEEP LIFT AC

This work shall consist of furnishing all labor, materials, tools, and equipment necessary to construct a 12-inch-thick deep lift Asphalt Concrete (AC) pavement in accordance with these specifications, the project plans, and as directed by the Engineer.

Payment for Construct 12" Thick Deep Lift AC be made at the contract unit price per **TON (TN)** and shall include full compensation for furnishing all labor, materials, equipment, tools, formwork, subgrade preparation, curing, finishing, jointing, and all incidentals necessary to complete the work as specified. No additional compensation will be allowed.

The bottom 10.5" AC shall be Type B PG 64-10 placed in 3 lifts.

The top 1.5" AC shall be Type D PG 64-10 placed in 1 lift.

BID ITEM 12: RELOCATE MONUMENT AND FOOTING, MODIFY IRRIGATION AND LANDSCAPE

The work under this item shall consist of furnishing all labor, materials, tools, and equipment necessary to remove and relocate the existing monument sign and its footing to a new location as shown on the Plans or as directed by the City Engineer. Work shall also include constructing a new concrete foundation equivalent to the existing and modifying all affected irrigation and landscaping to match the surrounding conditions.

The work shall include, but is not limited to:

1- **Monument Sign Relocation:** Carefully remove the existing monument sign and footing, transport it to the new location, and reinstall it in a new foundation. The relocated sign shall be plumb, level, and securely installed to match the original condition.

2- **Irrigation Modifications:** Adjusting, relocating, or replacing existing irrigation piping, valves, and heads to accommodate the new sign location and modified landscaping. Irrigation shall function correctly and meet water efficiency requirements.

3- **Landscape Modifications:** Removal, pruning, relocation, or replacement of plants, ground cover, or mulch as needed to accommodate the relocated sign. Installation of new plant material shall comply with City standards for size, spacing, and species.

4- **Site Restoration:** Backfilling, grading, and restoration of disturbed areas to match surrounding landscape conditions. Protect existing landscaping, irrigation, and improvements during construction.

Payment for Relocate Monument Sign and Foundation, Modify Irrigation and Landscape shall be made at the contract unit price per **LUMP SUM (LS)** and shall include full compensation for

furnishing all labor, materials, equipment, excavation, irrigation modifications, landscape modifications, site restoration, and all incidentals necessary to complete the work as specified. No additional compensation will be allowed.

BID ITEM 13: TEMPORARY AND PERMANENT SIGNING, STRIPING, AND MARKINGS

Payment for Temporary and permanent signing, striping, and markings shall be per the **LUMP SUM (LS)** price bid, and shall constitute full compensation for furnishing all labor, materials, tools and equipment including, but not limited to, removal and disposal of sign posts and footings, furnishing and installing new posts and signs, removal of existing striping and markings by wet sandblasting, removal of existing raised pavement markers (RPM's), installation of new striping and markings, new RPM's, and incidentals as required to complete the work and as directed by the Engineer. No additional compensation will be allowed therefor.

BID ITEM 14: CONNECT AND EXTEND IRRIGATION SLEEVES

The work under this item shall consist of connecting to and extending existing irrigation sleeve and pipe, including all necessary fittings and materials, within the limits shown on the Plans or as directed by the City Engineer. Depth, size and material shall match existing. The work shall include minor excavation as required to expose existing irrigation lines and sleeves, connection of irrigation piping on both sides of the sleeve, and restoration of disturbed areas to match adjacent conditions. All connections shall be watertight and compatible with the existing irrigation system. The Contractor shall protect existing irrigation facilities, landscaping, and improvements during construction. Any damage to existing irrigation systems or improvements shall be repaired or replaced at the Contractor's expense.

Payment for Connect and Extend Irrigation Sleeves shall be made at the contract unit price per **EACH (EA)** and shall include full compensation for furnishing all labor, materials, equipment, tools, excavation, connections, testing, restoration, protection of existing improvements, and all incidentals necessary to complete the work as specified. No additional compensation will be allowed, therefore.

BID ITEM 15: PUBLIC IMPROVEMENT PROJECT SIGN

See Section 215-2 Public Improvement Project Signs

BID ITEM 16: BEST MANAGEMENT PRACTICES/WATER POLLUTION CONTROL PLAN

See 10-4 Water Pollution Control

2-1.3 STORMWATER BEST MANAGEMENT PRACTICES (BMPs)

The Contractor shall implement and maintain Stormwater Best Management Practices (BMPs) within the project limits as shown on the Plans and as directed by the City Engineer. Work shall include the furnishing, installation, inspection, maintenance, repair, relocation, replacement, and removal of all temporary and permanent stormwater pollution control measures necessary to prevent the discharge of pollutants from the construction site.

BMPs shall be installed prior to the start of soil-disturbing activities and shall be maintained in effective operating conditions throughout the duration of construction.

The Contractor shall inspect BMPs on a regular basis and shall promptly repair, replace, or modify BMPs as required due to weather events, construction activities, or changing site conditions. Accumulated sediment shall be removed and disposed of in accordance with applicable laws and regulations. BMPs damaged by construction operations or storm events shall be restored immediately at no additional cost to the City.

The Contractor shall protect existing storm drain facilities, waterways, and adjacent properties from sedimentation, erosion, and pollution. Any discharges, violations, or enforcement actions resulting from the Contractor's operations shall be corrected immediately and shall be the sole responsibility of the Contractor.

Stormwater BMPs shall be considered incidental work and shall not be paid separately. The contract prices bid for the various bid items shall include full compensation for furnishing all labor, materials, tools, equipment, inspections, maintenance, removals, and incidentals necessary to perform the Stormwater BMP work, and no additional compensation will be allowed.

See 10-4 Water Pollution Control.

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 initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

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

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

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

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

5-3 LABOR.

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

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

5-4 INSURANCE.

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

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

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

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

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

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

damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

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

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

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

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

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

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

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

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

(3) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid,

has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

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

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

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

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

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project.

It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

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

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

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

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

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contactor 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 if five feet or more in depth and into which a person is required to descent.

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.

Blacking-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.
- Reconstruction Roadway Sections:
    - For roadways designated for reconstruction, phasing for each operation shall be scheduled as follows:
        - CMB installation shall be completed on the same day as the roadway demolition activities. No segment shall be left open overnight, and full access shall be maintained at the start and end of each working day.

        - Base paving asphalt for roadway segments designated to be reconstructed shall be installed no later than 5 working days after the start of roadway demolition.

        - Finished course paving for roadway segments designated to be reconstructed shall be installed no later than 10 working days after the base course paving operations for the given segment.

- Grind and/or Overlay Roadway Sections:

    - For roadways designated for grind and/or overlay, phasing for each operations shall be scheduled as follows:

    - Pavement transitions at the edge of each ground area shall be installed at the end of each work day and maintained for the duration of the project.

    - Pavement dig outs and patching shall be completed within 5 working days of the start of the pavement grinding operations.

    - Final paving shall be installed no later than 2 working days after the start of the pavement grinding operations.

- Slurry Seal Roadway Sections:

    - For roadways designated for slurry seal, phasing for each operation shall be scheduled as follows:

        - Contractor shall first perform weed abatement and crack sealing on all roadway segments identified for slurry seal per the project specification requirements.

        - Contractor shall locate and remove distressed portions of pavement per “Roadway Patching – Slurry Portion” below. No segment of Roadway Patching shall be left open overnight, and full access shall be maintained at the start and end of each working day.

        - Cleaning, roadway preparations, application and finishing of the slurry seal shall occur the same day

- Roadway Patching – Mill & Overlay Portion:

    - Roadway patching operations shall be scheduled PRIOR to the cold milling operations and prior to the final FRAC or ARHM overlay.

    - All localized roadway reconstruction patches shall be backfilled and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.

- Roadway Patching – Slurry Portion:

    - Roadway patching operations shall be scheduled PRIOR to the final RAP Slurry Seal.

- All localized roadway reconstruction patches shall be paved and compacted with base paving asphalt on the same day of excavation. No open excavations will be allowed at the end of the work day.

- Asphalt Paving:

  - Roadway closures on arterial streets will not be allowed.

  - Contractor to coordinate with City regarding pavement phasing and requested work limits.

  - Roadway paving shall occur no later than 2 working days after the date of the cold milling operation.

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 fifty (50) 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. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash

pickup days. 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 complete adjustment of the manhole covers to grade within the time limits specified in Section 302-5.8 of 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 pave any portion of street after cold milling within the time limits specified in Section 302-1 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. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. 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 Best Management Practices 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.

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or

damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS.

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

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

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

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

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

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

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

Before beginning Portland cement concrete and asphalt concrete work, the Contractor shall submit the name of the supplier to the Engineer as specified in 3-8. The supplier shall have on file with the Agency mix designs for Porland cement concrete conforming to 201-1.1, and asphalt concrete conforming to 203-6.2, 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 V cement shall be used.

201-1.2 Materials.

201-1.2.1 Cement. [Add the following]:

Portland cement shall be Type II or Type V.

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

Fly ash shall not be used.

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 shall conform to the provisions of Subsection 400-1 "Rock Products" and Subsection 400-4 "Asphalt Concrete" as modified by Orange County Public Works Standard Plan 1805 and herein. The viscosity grade of paving asphalt shall be PG 64-10. The mix designs and asphalt content shall be as follows:

5.8% ½" (III-C-3) Surface Course

5.4% ¾" (III-B-2) Base Course

6.8% ⅜" (III-D) Leveling Course, Miscellaneous AC Placement (hand patching)

Composition and Grading

The Contractor shall submit a Job Mix Formula (JMF) for review by the City for each source of supply and type of mixture specified. The JMF shall indicate the percentage aggregate passing each specified sieve size and the percent paving asphalt to be used for each asphalt concrete mixture incorporated in the work.

The aggregate and paving asphalt portions of the mixture produced shall not vary from the JMF by more than the tolerances, which follow, but in any case the allowed tolerance is also restricted to conform to the master grading ranges.

Sieve Size	Percent by Weight
No. 4 and larger	±6
No. 30	±5
No. 200	±2
Paving Asphalt Material	±0.3

Sampling and Testing

The City Engineer shall have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The primary sampling point by the testing laboratory will be at the project at the paving machine ahead of all rollers. Other testing may be at the job site, plant, or in trucks as determined by the City Engineer.

Materials that failed the tests shall be replaced by the Contractor, and retesting for specifications compliance shall be at the Contractor's expense

The aggregate and mix to be incorporated into the work shall conform to the following quality requirements:

Test	Test Results
Loss in LA Rattler per California Test 211 (after 500 revolutions)	45% maximum
Sand Equivalent per California Test 217	45 minimum
Stabiliometer Value per California Test 366	35 minimum
Air Voids Content (mix) %	3% minimum to 5% maximum

SECTION 206 – MISCELLANEOUS METAL ITEMS [add the following section]:

206-7 TRAFFIC SIGNS.

206-7.1 General.

Traffic signs shall conform to Section 82 “Signs and Markers” of the Caltrans Standard Specifications.

206-7.2 Submittals.

The Contractor shall, in accordance with 3-8, submit shop drawings which show details, dimensions, sizes of material, manufacturer’s written material certificate of compliance, installation instructions, and all information and data necessary for the fabrication and installation of the traffic sign panels and mounting posts.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density [Replace with the following:]

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

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 lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas, which have failed compaction, will be performed by the Engineer at the Contractor's expense.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS [Replace the entire Section with the following]:

214-1 GENERAL.

Traffic stripes and pavement markings shall conform to the State Standard Specifications as described in these specifications.

SECTION 215 – ADDITIONAL ITEMS [Add the following Section]:

215-2 PUBLIC IMPROVEMENT PROJECT SIGNS

215-2.1 General.

The Public Improvement Project Signs shall be in accordance to the specifications set forth in the Section.

215-2.2 Sign Specifications.

Each Public Improvement Project Sign shall be manufactured in accordance with the following:

a) Size: 4 feet tall by 8 feet wide with at least a 7-foot clearance above ground level

b) Materials: ¾-inch (exterior type) plywood (C-C EXT-DFPA grade)

c) Support: 4-inch by 4-inch by 11-foot posts

d) Mounting: Frame shall be constructed using 2-inch by 6-inch by 8-foot skids centered on each post with a 2-inch by 4-inch by 5 feet 6 inch - 45 degrees brace for each skid and a 2-inch by 6-inch cross strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using ¼-inch by 5-inch carriage bolts at 16 inch (max.) OC.

e) Paint:

a. Panel Face: Three coats outdoor enamel (sprayed)
b. Panel Rear and Frame: Two coats outdoor enamel (sprayed)

f) Color: Stark White background and Green lettering

g) Lettering: Silk screen enamels, Helvetica medium

h) Text:

MAJOR ROAD CONSTRUCTION
<<PROJECT NAME>>
<<PROJECT LIMITS>>
<<MONTH YEAR>> TO <<MONTH YEAR>>
EXPECT DELAYS
USE ALTERNATE ROUTES

i) Location: The signs shall be placed within the parkway, as directed by the Engineer, one (1) at each end of the Project limits.

j) Disposition: After the Notice of Completion is issued, the sign shall become the property of the Contractor and he shall dispose the sign at no expense to the City.

215-2.3 Submittals.

The Contractor shall, in accordance with Section 215-2.2 of these Special Provisions Specifications, submit to the City, for review and approval, shop drawings which show details, dimensions, sizes of material, manufacturer's written material certificate of compliance, and all information and data necessary for the fabrication and installation of the Public Improvement Project Signs.

215-2.4 Payment.

Public Improvement Project Sign shall be measured and paid for per **EACH** sign installed. The Contact unit price shown in the bid schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved and no additional compensation will be allowed.

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.

300-1.2 Root Pruning and Tree Trimming [Add the following]:

300-1.2.1 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.

300-2.1 General. [Add to this section]:

The work shall be done in accordance with Section 401 - Removal 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.

Unclassified Excavation shall consist of all saw cutting and excavation of existing roadway as necessary to construct the proposed AC improvements as directed by the Engineer.

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 before or after the Cold Mill operation, 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.

Only areas that can be repaved to finish grade in one work day shall be excavated in the same one work day. AC pavement shall be placed on the same day as the related excavation or cold planing. All travel lanes shall be reopened at the end of the work day. AC shall be placed in two (2) inch lifts and compacted to 95% relative compaction.

At the conclusion of each work day, the newly paved areas shall be smooth, flush with finish grade and suitable for traffic. The Contractor shall place temporary reflective tabs to restore all lane lines affected by the new paving.

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.

Maintain dust control at all times by watering.

Protection of utilities, trees, fences, walls signs and other facilities within the construction zone, except those directed to be removed or relocated.

Removal and salvaging of existing signs.

All sawcutting of existing A.C. pavement and concrete pavement surfaces necessary to facilitate construction of the project.

Removal of any other items within the work zone which are not accounted for under individual items of work in these specifications.

300-2.1.1 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 or 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.

300-2.1.2 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 located 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.

300-2.1.3 Solid Waste Diversion. [Add the following 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.

300-4 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 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. [Remove the last sentence, and add the following]:

Asphalt Concrete shall conform to the requirements of Subsection 203-6 as modified by these Special Provisions, and Orange County Public Works Department 2018 Standard Plans, Standard Plan 1805.

302-5.2.3 Tack Coat. [Add the following to this section]:

Tack coat material for overlay shall be SS-1H applied at a rate of 0.20 gallons per square yard above 350 degrees Fahrenheit from a distributor truck with a functioning heating element capable of raising the temperature by 3 degrees Fahrenheit per hour minimum.

Tack coat shall not be placed so far ahead of paving that the tack coat is tracked away by trucks from more than 20 percent of the tacked area.

Apply SS-1H tack coat uniformly in two coats of 0.20 gallons per square yard each with full "break" in between, or 0.20 gallons per square yard SS-1H uniformly in one coat on all vertical joins of AC patching.

302-5.9 Placement.

302-5.9.1 General. [Add the following]:

The depositing, distributing, and spreading of the asphalt concrete shall be accomplished in a single, continuous operation by means of a self-propelled mechanical spreading and finishing machine designed especially for that purpose. The machine shall be equipped with a screed or strike-off assembly capable of being accurately regulated and adjusted to distribute a layer of the material to a definite predetermined thickness. The machine shall be equipped with automatic screed controls. The automatic screed controls require a reference system for the automatic system to follow. This reference can be the base on which the asphalt concrete is being placed, the lane next to the material being placed, or a string line. The automatic screed control can also follow a traveling reference system. A traveling reference system may be a 30-foot “ski” attached to a control arm, which notes changes in base contours and adjusts the screed automatically to compensate. A string line or traveling reference system shall be used to allow the automatic control to adjust screed height as necessary to maintain proper longitudinal (length-wise) grade of the pavement. To maintain proper transverse (width-wise) grade, the automatic screed control shall use a pendulum system attached to a beam running between the two screed pull arms. When paving is of a size or in a location that use of a self-propelled machine is impractical, the Engineer may waive the self-propelled requirement.

The Contractor shall provide for adequate quality control measures to insure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to optimizing compaction and ride quality.

302-5.9.2 Joints [Add the following to this section]:

The Contractor shall place the overlay such that joints and seams fall within six (6) inches of the lane line for the new delineation. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer’s decisions shall be final.

302-5.10 Rolling. [Add to this section]:

Asphalt concrete will be thoroughly compacted by rolling as soon as a layer of the material has been placed. Rolling will commence along the lower edge and continue until the edge is thoroughly compacted. The roller will then be gradually advanced to the crown point, both sides being rolled in a like manner. Rolling will continue until the pavement layer has become thoroughly compacted to the specified grade and cross-section.

Placement of AC in over-excavated areas shall be done with minimum disturbance to the subgrade. Compacting shall be done with light rolling a steel wheel roller with compaction requirement waived. AC shall be placed in lifts not exceeding 6-inches in compacted thickness and shall be allowed to cool for 24 hours before placing the next lift.

If the asphalt concrete pavement material has cooled below the minimum spreading temperature (260 °F) prior to completing the initial breakdown, the surface will be removed by an approved method to provide a minimum one-inch of depth for new paving material, without causing any feather-edges at joints. The contractor will then repave the area to the requirements herein.

Rollers will be self-propelled. Two axle, steel wheel tandem rollers will weigh not less than eight (8) tons (7,260 Kg). Vibratory rollers shall be used. All rollers must be in good mechanical condition, capable of smooth straight path operation. No leakage of any petroleum products will be allowed. The surface of all roller wheels will be treated with sufficient water to prevent pickup of bituminous materials, but not sufficient to be detrimental to the pavement.

302-5.12.1 Ride Quality Standard. [Add to this section]:

If, in the opinion of the City Engineer, the ride quality of the final asphalt concrete is not acceptable, the contractor shall, within seven (7) calendar days of placement of the final paving surface, have the surface profiled using a California Profilograph in accordance with California test 526 and provide the City with an original profile graph. The City may, at their discretion, delete this item from the contract if it is determined that the ride quality is acceptable. The cost for this work shall be the fixed lump sum amount and no additional compensation will be allowed. The time allotted for the Profilograph and any surface repair (as indicated by the Profilograph) shall be included in the contract time specified for this project and no additional time or compensation will be allowed.

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerance, it shall be brought within tolerance by either (1) abrasive grinding, or (2) removal and replacement. The method will be selected by the Engineer. The corrective work shall be at the contractor's expense.

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.

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.

303-9 SACK AND PATCH OF EXISTING CONCRETE CURB. [Add the following Section:]

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.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4.1 General. [Replace with the following]:

All pavement delineation and markings shall conform to Section 84, " Markings," of the State of California, Department of Transportation Standard Specifications, Latest Edition.

Traffic signage shall be pursuant to the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Roadside Signs

Roadside signs shall be installed at the locations shown on the plans or as directed by the ENGINEER.

New signs shall be installed as indicated on the plans, on either existing street light standards or on new perforated steel tube posts with a break-away base, “Telespar” or equal, per Orange County Public Works Department Standard Plan No. 1417.

Paint Traffic Stripes and Pavement Markings.

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.

The CONTRACTOR shall perform all layout, alignment, and spotting for traffic stripes and markings. Traffic striping shall not vary by more than ½ inch in 50 feet from the alignment shown on the plans. The dimensional details of the stripes and markings shall conform to the provisions set forth in the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) and State Standard Plans available from Caltrans.

SPOTTING - Spotting shall be completed prior to the removal of any existing stripes or markings. Existing stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

No striping or painting work shall start until the ENGINEER has specifically approved the spotted markings. Existing striping and markings, if any, shall be removed prior to painting new, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over the weekends or holidays.

MATERIALS - Materials shall conform to the provisions in Section 84 - "Markings," 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. The second coat shall be applied two days after the first coat.

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.

PART 4 EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL [Add the following]:

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.

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.

Payment for Reset Visible Survey Monuments to Grade shall be included in the various items of work and includes compensation for all items described in these specifications and any items necessary to comply with all State Law and requirements of the Orange County Surveyor, and no additional compensation will be provided therefor.

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 **Surveying and Monument Restoration**, and no additional compensation shall be allowed.

401-2 ASPHALT CONCRETE PAVEMENT [Add the following]:

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.

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 of relocation of such utility facilities. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunklines in the plans or specifications. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays which are responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or contract to pay the cost of removal or relocation of existing utility facilities. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the Contract Plans or Specifications, Contractor shall immediately notify the Engineer and utility in writing. The public utility, whether they are the owner, has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

Appendix A – Water Pollution Control Plan Template

Appendix B – Applicable Standard Plans

Appendix C – Moulton Parkway and Mandeville Drive Project Plans

Appendix D – Encroachment Permit Application

Appendix E – Certification Status Change

CITY OF LAGUNA HILLS
ACCELERATION LANE MEDIAN MODIFICATION ON
MOULTON PARKWAY AND MANDEVILLE DRIVE

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 OCCURING AFTER COMLPETION 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. 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.
8. 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.
9. PAINTING PROCEDURES FOR STRIPING AND PAVEMENT MARKINGS SHALL BE PER STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION (APWA) REFLECTORIZE ALL STRIPING AND PAVEMENT MARKINGS AND MATCH CITY STENCIL SIZES AND SHAPES. TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL BE APPLIED IN TWO COATS - THE SECOND COAT SHALL BE APPLIED TWO DAYS AFTER THE FIRST COAT.
10. ALL CONFLICTING STRIPING, MARKINGS AND RAISED PAVEMENT MARKERS SHALL BE REMOVED BY WET SANDBLASTING OR APPROVED EQUIVALENT.

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	SECTIONS AND DETAILS
3	STREET IMPROVEMENT PLAN
4	SIGNING & STRIPING PLANS

BENCHMARK:

ORANGE COUNTY BENCHMARK #CLH-1-98

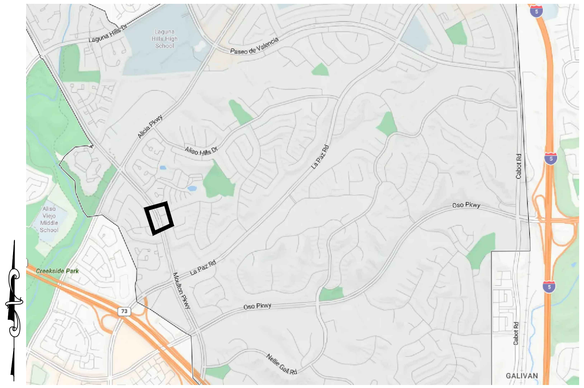
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ELEVATION: 244.127 FEET (NAVD 1988 DATUM)

BASIS OF BEARINGS:

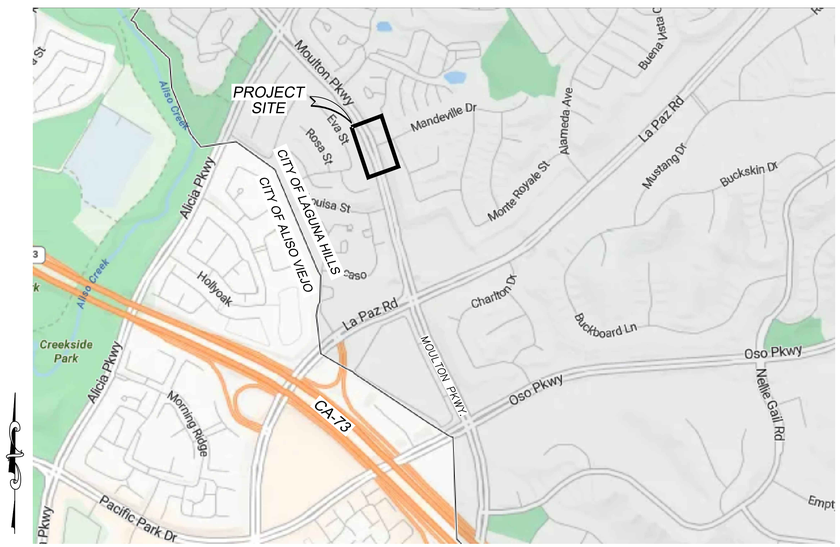
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 0611 AND STATION GPS NO. 7760 BEING NORTH 43°38'01" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83). ZONE VI, 1983 NAD., (2017.50 EPOCH O.C.S. GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY THE MEAN VALUE 0.999957465 FOR THIS SURVEY.



VICINITY MAP
NTS



LOCATION MAP
NTS

HATCH/LINE LEGEND:

- DEEP LIFT AC
- DECORATIVE CONCRETE
- SAWCUT LINE

SYMBOL

- CENTERLINE
- ROW
- GAS LINE
- SEWER LINE
- STORM DRAIN
- WATER LINE
- UNDERGROUND ELECTRICAL LINE
- MANHOLE
- SIGN
- UTILITY PULL BOX BOX
- WATER VALVE
- IRRIGATION VALVE

CONSTRUCTION NOTES

1. CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3 OVER 6" CMB.
2. CLEAR AND GRUB AND UNCLASSIFIED EXCAVATION
3. CONSTRUCT DECORATIVE CONCRETE PAVING 4" THICK PER DETAIL ON SHEET 2. CONTRACTOR SHALL MATCH COLOR AND TEXTURE OF EXISTING STAMPED CONCRETE
4. REMOVE EXISTING DECORATIVE CONCRETE PAVING
5. REMOVE EXISTING MEDIAN CURB
6. REMOVE 12" THICK EXISTING AC AND BASE
7. RE-ESTABLISH IRRIGATION CONNECTION (BY OTHERS)
8. RELOCATE IRRIGATION WATER VALVE (BY OTHERS)
9. RELOCATE IRRIGATION PULL BOX (BY OTHERS)
10. CONSTRUCT 12" DEEP LIFT AC
11. CONNECT TO AND EXTEND IRRIGATION SLEEVES
12. RELOCATE MONUMENT AND FOOTING PER DETAILS, SHEET 2. MODIFY IRRIGATION AND LANDSCAPE TO ACCOMMODATE SIGN AND FOUNDATION CONSTRUCTION
13. REMOVE EXISTING TREE AND ROOTS TO 3' DEPTH

ABBREVIATIONS

TC	TOP OF CURB
FL	FLOWLINE
ES	EXISTING SURFACE
E'LY	EASTERLY
FS	FINISH SURFACE
EX.	EXISTING
AC	ASPHALT CONCRETE
PROP.	PROPOSED
P.B.	PULL BOX
W'LY	WESTERLY

SIGNING AND STRIPING NOTES

1. PAINT PAVEMENT MARKING AS INDICATED, CALTRANS STD. PLAN A24A. USING TWO COATS PAINT WITH REFLECTIVE BEADS.
2. PAINT 8" WHITE CHANNELIZING LINE AND INSTALL RAISED PAVEMENT MARKERS PER DETAIL 38, CALTRANS STD. PLAN A20D. USING TWO COATS PAINT WITH REFLECTIVE BEADS.

811 Know what's below. Call before you dig.

NO.	DATE	APPR.	REVISION DESCRIPTION

BENCHMARK: ORANGE COUNTY BENCHMARK #CLH-1-98
ELEVATION: 244.127 FEET (NAVD 1988 DATUM)
DESCRIPTION: FOUND 1 1/2" BRASS DOMED DISK STAMPED "CLH-1-98 BM" SET ON THE WESTERLY CORNER OF A 4 FT. BY 15 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE NORTHEAST PART OF THE INTERSECTION OF MOULTON PARKWAY AND LA PAZ ROAD, 80 FT. SOUTHEASTERLY FROM THE CENTERLINE OF LA PAZ ROAD AND 50 FT. NORTHEASTERLY FROM THE CENTERLINE OF MOULTON PARKWAY. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

APPROVED BY:
JOSEPH JOHN AMES, P.E., CITY ENGINEER
R.C.E. 66999

RECOMMENDED FOR APPROVAL BY:
1/15/2026
DATE

REGISTERED PROFESSIONAL ENGINEER
ANISSA VOYIATZES
NO. 57710
EXP. 12/31/27
CIVIL
STATE OF CALIFORNIA

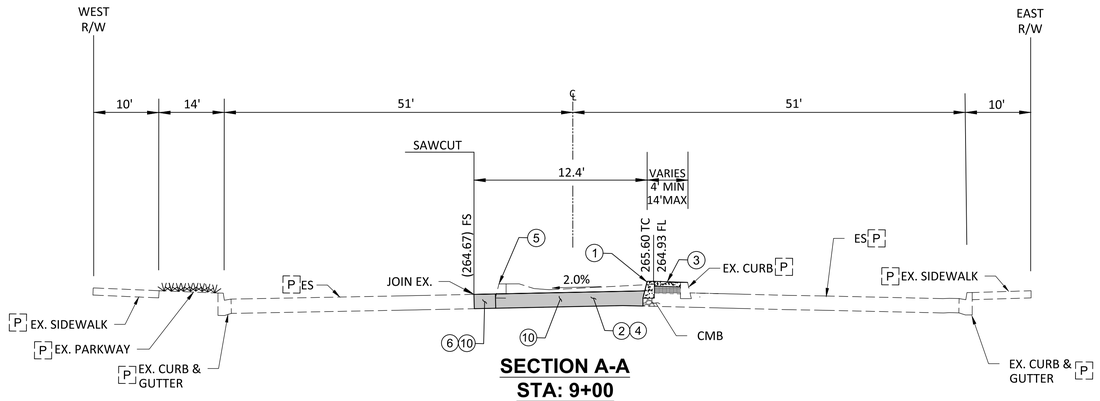
PLANS PREPARED BY:
ANISSA VOYIATZES , P.E. #57710
DATE

ARDURRA
3737 Birch St
Suite 250
Newport Beach, CA 92660
(949) 428-1500

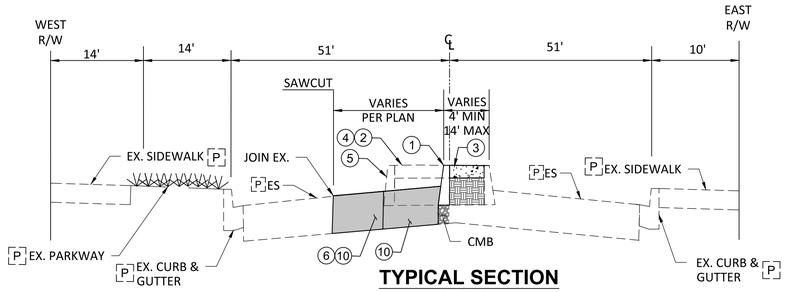
CITY OF LAGUNA HILLS
ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE
TITLE SHEET

SHEET NO. 1 OF 4

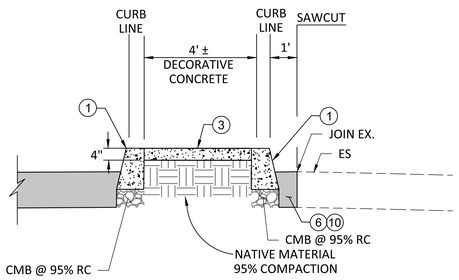
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DESIGNED BY: EF
JOB NO.: -----
DRAWING NAME: b:\proj\2024-1419-02\04-prod\03-dwg\c-cv.dwg
DRAWING LAST UPDATED: 3/23/2026 PLAN SET: ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE



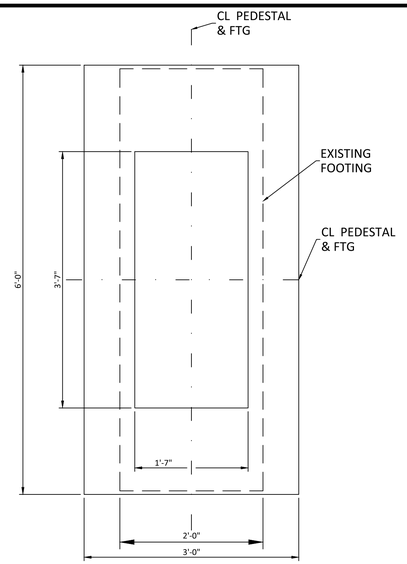
SECTION A-A
STA: 9+00
N.T.S.



TYPICAL SECTION
N.T.S.



MEDIAN CONSTRUCTION DETAIL FOR 4' WIDE MEDIAN
N.T.S.



FOOTING PLAN VIEW DETAIL
N.T.S.

HATCH/LINE LEGEND:

DEEP LIFT AC

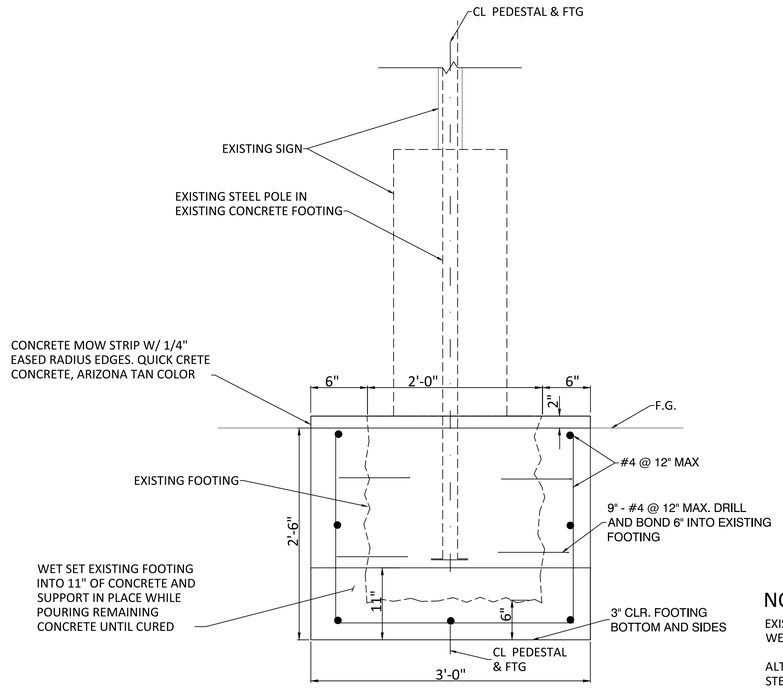
DECORATIVE CONCRETE

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE, ITEM AS SHOWN
- (1) CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3 OVER 6" CMB.
- (2) CLEAR AND GRUB AND UNCLASSIFIED EXCAVATION
- (3) CONSTRUCT DECORATIVE CONCRETE PAVING 4" THICK PER DETAIL ON SHEET 2. CONTRACTOR SHALL MATCH COLOR AND TEXTURE OF EXISTING STAMPED CONCRETE
- (4) REMOVE EXISTING DECORATIVE CONCRETE PAVING
- (5) REMOVE EXISTING MEDIAN CURB
- (6) REMOVE 12" THICK EXISTING AC AND BASE
- (10) CONSTRUCT 12" DEEP LIFT AC

SIGN FOOTING NOTES:

1. F'C = 4,000 PSI
2. FY= 60 KSI
3. PREPARE SUBGRADE BY SCARIFYING 12" OF SOIL BELOW BOTTOM OF FOOTING AND COMPACTING TO 95% RELATIVE COMPACTION.
4. CONCRETE COVER IS 2" UNLESS OTHERWISE NOTED



FOOTING ELEVATION VIEW DETAIL
N.T.S.

NOTE:

EXISTING FOOTING TO BE REMOVED FROM EXISTING LOCATION AND WET SET INTO NEW FOOTING AT NEW LOCATION.

ALTERNATIVE: SALVAGE AND INSTALL SIGN AND EMBEDDED EXISTING STEEL POST IN NEW FOUNDATION. 2'-6" DEEP, 2'-6' WIDE, #4@12" O.C. B.W. T&B. 3" CLR. FOOTING BOTTOM AND SIDES.

811 Know what's below. Call before you dig.

NO.	DATE	APPR.	REVISION DESCRIPTION

BENCHMARK: ORANGE COUNTY BENCHMARK #CLH-1-98

ELEVATION: 244.127 FEET (NAVD 1988 DATUM)

DESCRIPTION: FOUND 1 1/2" BRASS DOMED DISK STAMPED "CLH-1-98 BM" SET ON THE WESTERLY CORNER OF A 4 FT. BY 15 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE NORTHEAST PART OF THE INTERSECTION OF MOULTON PARKWAY AND LA PAZ ROAD, 80 FT. SOUTHEASTERLY FROM THE CENTERLINE OF LA PAZ ROAD AND 50 FT. NORTHEASTERLY FROM THE CENTERLINE OF MOULTON PARKWAY. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

APPROVED BY:

JOSEPH JOHN AMES, P.E., CITY ENGINEER
R.C.E. 66999 — DATE

RECOMMENDED FOR APPROVAL BY:

1/15/2026
DATE

REGISTERED PROFESSIONAL ENGINEER
ANISSA VOYIATZES
NO. 57710
EXP. 12/31/27
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

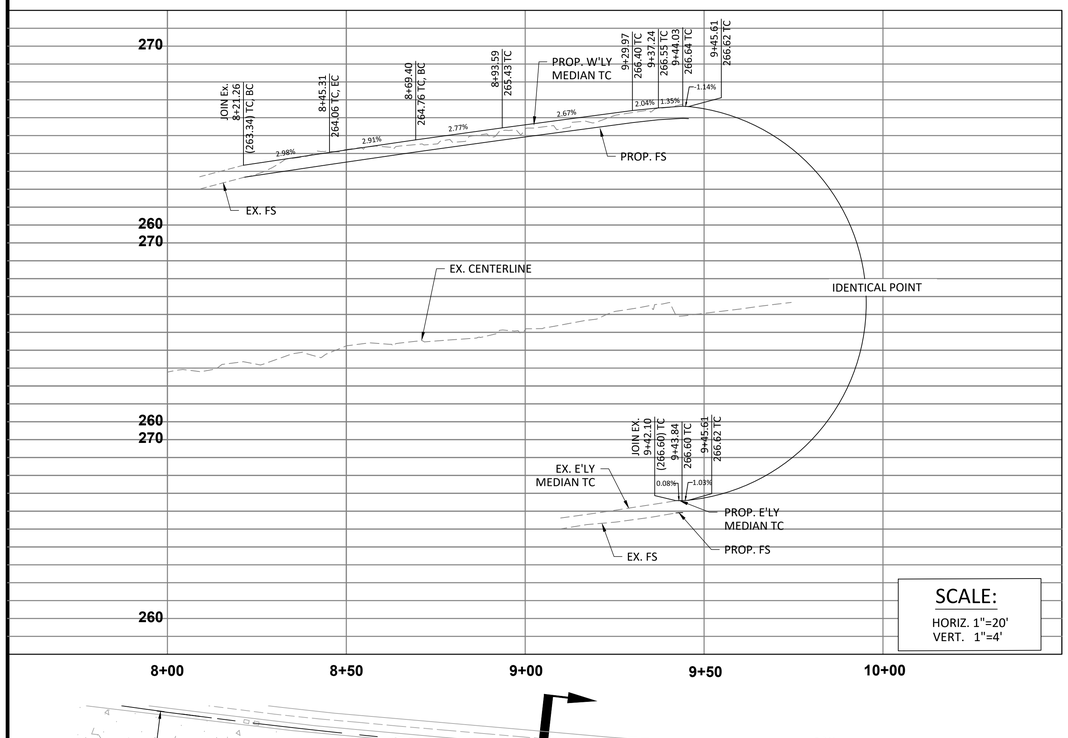
ANISSA VOYIATZES , P.E. #57710 — DATE

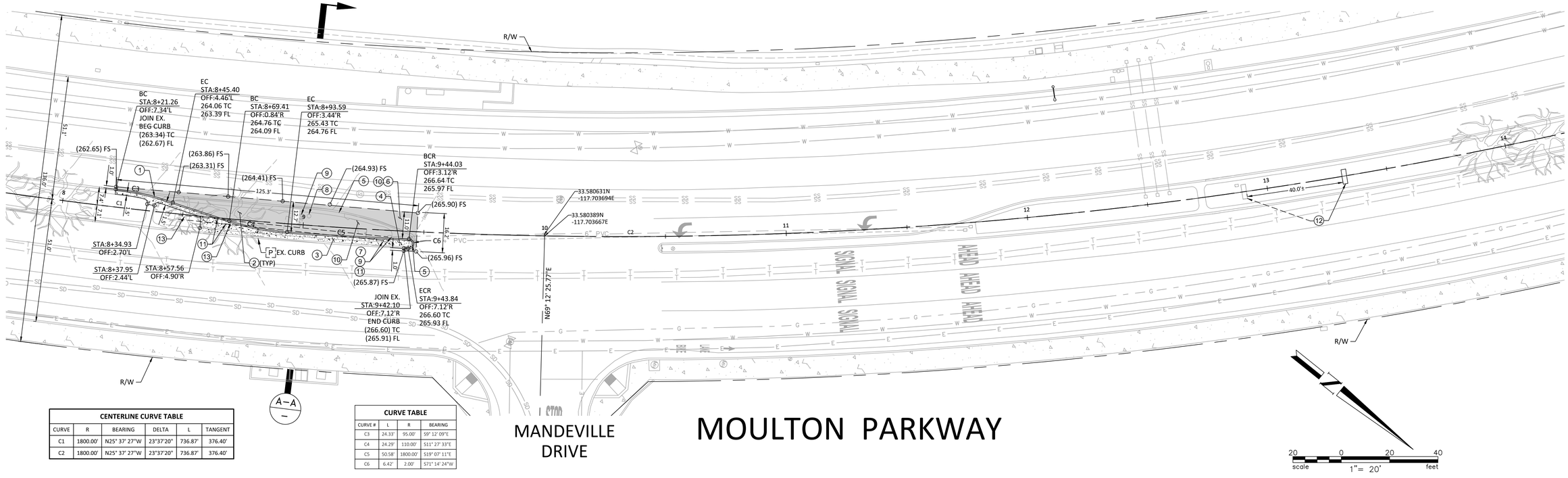
ARDURRA
3737 Birch St
Suite 250
Newport Beach, CA 92660
(949) 428-1500

CITY OF LAGUNA HILLS
ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE
SECTIONS AND DETAILS

SHEET NO. 2 OF 4

DRAWING LAST UPDATED: 3/31/2026 PLAN SET: ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE JOB NO: ----- DRAWING NAME: b:\proj\2024-1419-02\04-prod\03-dwgs\c-d1-01.dwg
DESIGNED BY: EF DRAWN BY: MA REVIEWED BY: CC





HATCH/LINE LEGEND:

DEEP LIFT AC

DECORATIVE CONCRETE

SAWCUT LINE

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE, ITEM AS SHOWN
- (1) CONSTRUCT TYPE A1-8 CURB PER SPPWC STD PLAN 120-3 OVER 6" CMB.
- (2) CLEAR AND GRUB AND UNCLASSIFIED EXCAVATION
- (3) CONSTRUCT DECORATIVE CONCRETE PAVING 4" THICK PER DETAIL ON SHEET 2. CONTRACTOR SHALL MATCH COLOR AND TEXTURE OF EXISTING STAMPED CONCRETE
- (4) REMOVE EXISTING DECORATIVE CONCRETE PAVING
- (5) REMOVE EXISTING MEDIAN CURB
- (6) REMOVE 12" THICK EXISTING AC AND BASE
- (7) RE-ESTABLISH IRRIGATION CONNECTION (BY OTHERS)
- (8) RELOCATE IRRIGATION WATER VALVE (BY OTHERS)
- (9) RELOCATE IRRIGATION PULL BOX (BY OTHERS)
- (10) CONSTRUCT 12" DEEP LIFT AC
- (11) CONNECT TO AND EXTEND IRRIGATION SLEEVES
- (12) RELOCATE MONUMENT AND FOOTING PER DETAILS, SHEET 2. MODIFY IRRIGATION AND LANDSCAPE TO ACCOMMODATE SIGN AND FOUNDATION CONSTRUCTION
- (13) REMOVE EXISTING TREE AND ROOTS TO 3' DEPTH

CENTERLINE CURVE TABLE					
CURVE	R	BEARING	DELTA	L	TANGENT
C1	1800.00'	N25° 37' 27"W	23°37'20"	736.87'	376.40'
C2	1800.00'	N25° 37' 27"W	23°37'20"	736.87'	376.40'

CURVE TABLE			
CURVE #	L	R	BEARING
C3	24.33'	95.00'	S9° 12' 09"E
C4	24.29'	110.00'	S11° 27' 33"E
C5	50.58'	1800.00'	S19° 07' 11"E
C6	6.42'	2.00'	S71° 14' 24"W

Know what's **below.** **Call** before you dig.

NO.	DATE	APPR.	REVISION DESCRIPTION

BENCHMARK: ORANGE COUNTY BENCHMARK #CLH-1-98

ELEVATION: 244.127 FEET (NAVD 1988 DATUM)

DESCRIPTION:
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APPROVED BY:

JOSEPH JOHN AMES, P.E., CITY ENGINEER
R.C.E. 66999

RECOMMENDED FOR APPROVAL BY:

1/15/2026
DATE

REGISTERED PROFESSIONAL ENGINEER
ANISSA VOYIATZES
NO. 57710
EXP. 12/31/27
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

ANISSA VOYIATZES , P.E. #57710

DATE

ARDURRA
3737 Birch St
Suite 250
Newport Beach, CA 92660
(949) 428-1500

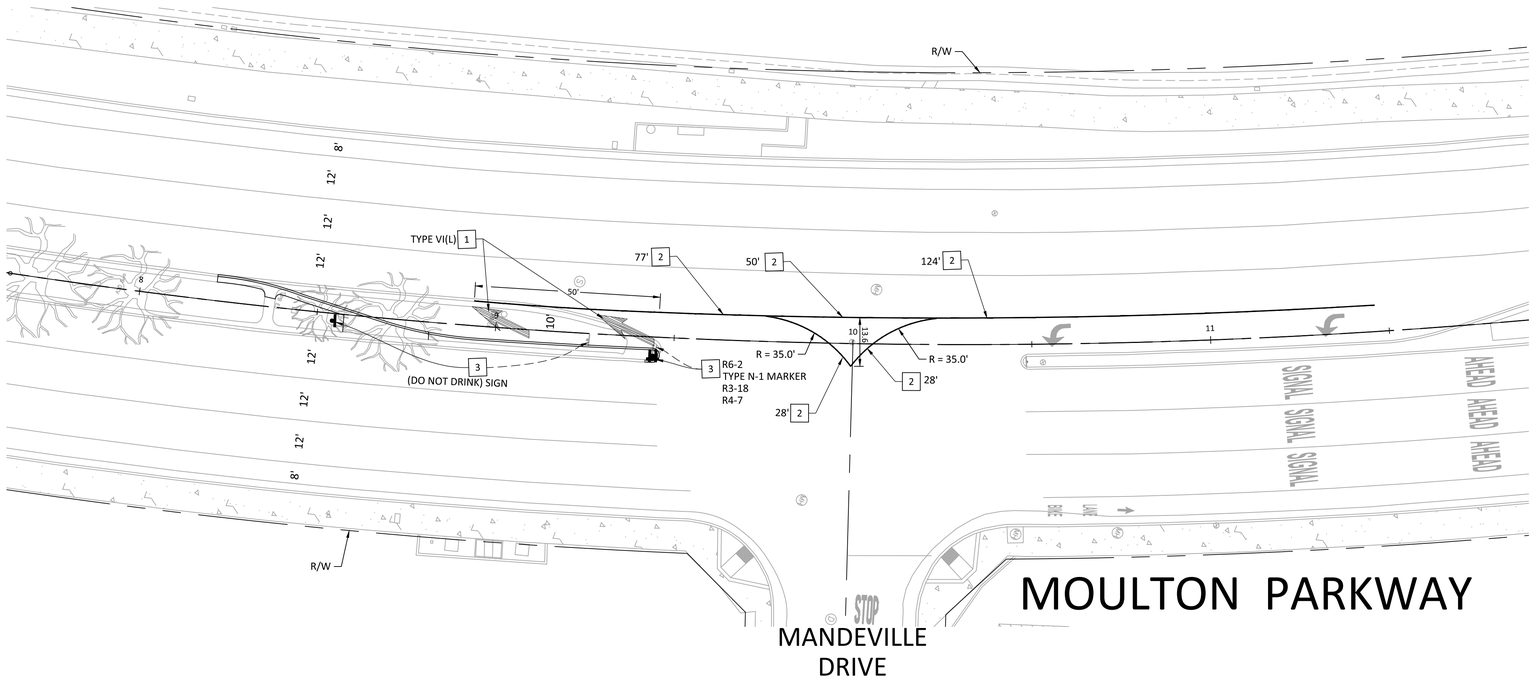
CITY OF LAGUNA HILLS
ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE
STREET IMPROVEMENT PLAN

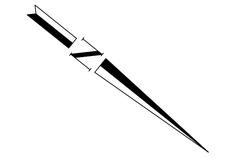
SHEET NO. 3 OF 4

DRAWING LAST UPDATED: 1/23/2026 PLAN SET: ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE JOB NO: ----- DRAWING NAME: b:\proj\2024-1419-02\04-prod\03-dwgs\c-rd-01.dwg DESIGNED BY: EF DRAWN BY: MA REVIEWED BY: CC

SIGNING AND STRIPING NOTES

1. PAINT PAVEMENT MARKING AS INDICATED, CALTRANS STD. PLAN A24A. USING TWO COATS PAINT WITH REFLECTIVE BEADS.
2. PAINT 8" WHITE CHANNELIZING LINE AND INSTALL RAISED PAVEMENT MARKERS PER DETAIL 38, CALTRANS STD. PLAN A20D. USING TWO COATS PAINT WITH REFLECTIVE BEADS.
3. RELOCATE SIGN(S) AND POST(S) AS SHOWN.





20 0 20 40
scale feet
1" = 20'

NO.	DATE	APPR.	REVISION DESCRIPTION

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BENCHMARK: ORANGE COUNTY BENCHMARK #CLH-1-98

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APPROVED BY:

JOSEPH JOHN AMES, P.E., CITY ENGINEER
R.C.E. 66999

RECOMMENDED FOR APPROVAL BY:

1/15/2026
DATE

REGISTERED PROFESSIONAL ENGINEER
ANISSA VOYIATZES
NO. 57710
EXP. 12/31/27
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

ANISSA VOYIATZES , P.E. #57710

DATE

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CITY OF LAGUNA HILLS
ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE
SIGNING AND STRIPING PLAN

SHEET NO. 4 OF 4

DRAWING LAST UPDATED: 3/23/2026 PLAN SET: ACCELERATION LANE MEDIAN MODIFICATION ON MOULTON PARKWAY AND MANDEVILLE DRIVE JOB NO: ----- DRAWING NAME: b:\proj\2024-1419-02\04-prod\03-dwgs\c-sm-01.dwg DESIGNED BY: EF DRAWN BY: MA REVIEWED BY: CC

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Review of Agreements for On-Call Environmental Review Consulting Services and On-Call Planning and Environmental Consulting Services

Recommendation: That the City Council receive the report.

Background:

During the April 14, 2026, City Council Regular Meeting, Council Member Wheeler requested, and Council Member Pezold seconded, a request that City staff return to the next City Council meeting with a report concerning the use of on-call planning and environmental review consulting services, specifically for the Village at Laguna Hills project.

The City's staffing model has long required reliance upon professional on-call consultant services to support City staff whenever assignments or specific projects exceed available resources. The professional consultant services are provided on an on-call, as-needed basis to fulfill short-term project needs.

Typically, when an assignment consists of reviewing a private development project, the project applicant posts a deposit guaranteeing the payment of the on-call consultant's fees. The City is invoiced for consultant services, and such costs are deducted from the applicant’s deposit. This process has worked very well for the City on past projects, including the recent processing of the Terravita, Oakbrook Plaza, and La Paz Village projects.

In 2023, the Community Development Department identified the need for qualified planning and environmental consultants to assist with a variety of projects and planning

functions, including performing plan check functions, serving/assisting as project coordinator for discretionary zoning applications, preparing CEQA documents for the City, and providing peer review of CEQA documents, among a variety of other planning and environmental review tasks.

In accordance with the City's Procurement Code, City staff issued a formal competitive Request for Proposals (RFP) for On-Call Planning and Environmental Consulting Services on February 7, 2023. On June 27, 2023, the City Council approved Professional Services Agreements with the following four firms for a period of five-years with a not-to-exceed contract maximum of $500,000 each:

- Civic Solutions, Inc.
- Sagecrest Planning and Environmental, Inc.
- T&B Planning, Inc.
- CSG Consultants, Inc

Subsequently, in 2024, the Community Development Department identified the need for additional qualified, specialized environmental review consultants. In accordance with the City's Procurement Code, City staff issued a formal competitive Request for Proposals (RFP) for On-Call Environmental Review Consulting Services on May 30, 2024. On October 8, 2024, the City Council approved Professional Services Agreements with the following four firms for a period of five-years with a not-to-exceed contract maximum of $500,000 each:

- Ascent Environmental, Inc
- De Novo Planning Group
- Dudek
- LSA Associates, Inc.

At the April 22, 2025, City Council Regular Meeting, the City Council approved the formation of an Ad-Hoc Committee consisting of Mayor Caskey and Mayor Pro Tem Mathis to review a request by Merlone Geier Partners for initiation of proposed Major Project Modifications to the Village at Laguna Hills Development Agreement.

At the August 26, 2025, City Council Regular Meeting, the City Council: 1. Received a status report and recommendations from the Village at Laguna Hills Ad Hoc Committee; 2. **Directed City staff to begin reviewing and working on Merlone Geier Fund X Laguna Hills, LLC's (MGP) application requesting Major Project Modifications to the previously approved entitlements and requesting changes to the Development Agreement for**

the Village at Laguna Hills Mixed-Use Development Project; and 3. Approved a Retainer Agreement with Stradling Yocca Carlson & Rauth to re-engage the City's special land use, entitlement, and development agreement counsel for the purpose of representing the City in connection with processing MGP's application requesting Major Project Modifications to the previously approved land use entitlements, negotiating modifications to the Development Agreement, and providing the City with other related special counsel services (emphasis added).

As with any other major project modification or major project application, City staff carefully weighed the level of effort required to properly review the application, established that on-call consultant assistance was necessary, collected letter proposals from its on-call consultants, and subsequently issued task orders to its on-call consultants commensurate with the firm's experience with similar projects and level of effort required to properly review the Village at Laguna Hills project application.

Specifically, for the Village at Laguna Hills project, City staff determined that both planning and environmental review services were required. After collecting a deposit from the applicant, City staff engaged with CSG Consultants, Inc. and LSA Associates, Inc. to perform these services. To date, the services provided by the consultants have not exceeded the maximum contract amounts in the Professional Services Agreement with those firms nor the deposits from the applicant.

Fiscal Impact:

City regulations require applicants for development projects to reimburse the City for the actual fees and costs incurred by the City in conjunction with the City's review, evaluation, and processing of development applications and related legislative documents, and review of a proposed project pursuant to the provisions of the California Environmental Quality Act ("CEQA"). Furthermore, applicants are responsible for payment of all applicable fees pursuant to the City's Comprehensive Fee Schedule.

Attachments:

1. On-Call Planning and Environmental Services Staff Report, June 27, 2023
2. On-Call Environmental Services Staff Report, October 8, 2024

City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 27, 2023

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

ISSUE: **Award of Four Professional Services Agreements To: 1) Civic Solutions, Inc.; 2) Sagecrest Planning and Environmental, Inc.; 3) T&B Planning, Inc.; and 4) CSG Consultants, Inc., for On-Call Planning and Environmental Consulting Services.**

RECOMMENDATION: That the City Council award four Professional Services Agreements to: 1) Civic Solutions, Inc.; 2) Sagecrest Planning and Environmental, Inc.; 3) T&B Planning, Inc.; and 4) CSG Consultants, Inc., for On-Call Planning and Environmental Consulting Services, in the total not to exceed contract amount of $500,000 for a term of five (5) years, respectively, and authorize the Mayor to execute each of the four proposed Professional Services Agreements.

SUMMARY:

The City has regularly utilized the contract model for providing a variety of professional consulting services. The Community Development Department is interested in continuing this service delivery model to include qualified firms that provide 'on-call', as-needed planning and environmental consulting services.

Pursuant to Laguna Hills Municipal Code Section 3-08.150, a formal competitive Request for Proposals (RFP) was issued for On-Call Planning and Environmental Consulting Services. Nine (9) proposals from interested firms were received and evaluated. Staff recommends award of Professional Services Agreements (PSAs) with four (4) of the firms on the basis of demonstrated competence and the professional qualifications of assigned consultants necessary for the satisfactory performance of the services required, as follows: 1) Civic Solutions, Inc.; 2) Sagecrest Planning and Environmental,

Inc.; 3) T&B Planning, Inc.; and 4) CSG Consultants, Inc.

BACKGROUND:

To fulfill the City's mission, goals and objectives, the City utilizes consultants on an on-call, as-needed basis for a variety of professional services to assist City staff. The contract model of this organization allows a minimum full-time staff to complete its assignments by judiciously utilizing independent experts and consultants to assist City staff at controlled costs. The Community Development Department has identified the need for qualified planning and environmental consultants to assist with a variety of projects and planning functions, including performing plan check functions, serving/assisting as project coordinator for discretionary zoning applications, preparing CEQA documents for the City, and providing peer review of CEQA documents, among a variety of other planning and environmental review tasks.

In accordance with the City's Procurement Code, staff issued a formal competitive Request for Proposals (RFP) for On-Call Planning and Environmental Consulting Services on February 7, 2023. The City received nine (9) proposals from qualified firms by the due date of March 17, 2023. As part of the formal competitive selection process, an internal committee was assembled to evaluate the proposals. After independent evaluations were completed, the best qualified candidate firms were determined to be: Civic Solutions, Inc.; Sagecrest Planning and Environmental, Inc.; T&B Planning, Inc.; and CSG Consultants, Inc., based upon their demonstrated competence and professional qualifications. Each of the selected firms have local Orange County offices, have specialized expertise in providing planning and environmental consulting services for municipal clients, have excellent qualified staffing, experience, and references, and have the demonstrated ability to meet the City's needs.

The proposed PSAs provide that there is no guarantee of work being issued to any one firm, the work will be issued by Task Order, there is a total maximum contract amount of $500,000, the term of the agreements are each limited to five (5) years, and the agreements are non-exclusive. The proposed PSAs will be effective July 1, 2023, and will allow City staff to continue to fulfill its assignments. A majority of the costs associated with consultant services utilized under the proposed PSAs is anticipated to be reimbursable through applicant deposit accounts established for discretionary applications processed through the Community Development Department.

Therefore, City staff recommends that the City Council approve the proposed Professional Services Agreements with each of the four firms recommended, which are

attached hereto, and authorize the Mayor to execute each of the proposed Agreements. The Proposals submitted to the City by each of the four firms selected are attached as Exhibit "A" to each of the PSAs.

ATTACHMENTS:

- Attachment A – Professional Services Agreement with Civic Solutions, Inc.
- Attachment B – Professional Services Agreement with Sagecrest Planning and Environmental, Inc.
- Attachment C – Professional Services Agreement with T&B Planning, Inc.
- Attachment D – Professional Services Agreement with CSG Consultants, Inc

PROFESSIONAL SERVICES AGREEMENT
Civic Solutions, Inc.
(On-Call Planning and Environmental Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 1st day of July 2023, 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 CIVIC SOLUTIONS 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 professional services, on an as-needed and on-call basis, of a qualified full-service planning consulting services firm for the purpose of assisting the City with discretionary entitlement processing, advanced planning, and discretionary case environmental review, which professional planning services will include but not be limited to land use planning, municipal code compliance, development application and plan check review services, land use entitlement processing, environmental review, project management and community development services, as well to provide the City with other on-call land use application review, zoning code compliance, and planning and support services that may be required on an as-needed basis (the "Project").

B. In response to City's Request for Proposals, dated February 7, 2023, Consultant has submitted to City a proposal, dated March 17, 2023, to provide professional on-call environmental review services, as well as a full range of other as-needed consulting environmental review, compliance, and land use planning and support services that may be required on an on-call basis, 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 professional land use and environmental consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional consulting services for the Project.

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:

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

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 professional planning and environmental review consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated March 17, 2023, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated March 17, 2023 ("Consultant's Proposal") and submitted to City, which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and, (2nd) the provisions of the Consultant's Proposal (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,

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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

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Maximum Contract Amount, as defined below, 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 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, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2023 through June 30, 2025). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change

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in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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

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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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2023 and ending on June 30, 2028, unless extended by mutual agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **George Buell, Senior Vice President**. 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

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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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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

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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

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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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or

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until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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.

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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

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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.

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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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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.

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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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

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
To Consultant:	Civic Solutions, Inc. Attention: Thomas G. Merrell, President 27362 Calle Arroyo San Juan Capistrano, California 92675 Telephone: (949) 489-1442

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

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

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

TROY TATE, ESQ.
Counsel

"CONSULTANT"
Civic Solutions, Inc., a California corporation

By: Thomas G. Merrell
THOMAS G. MERRELL,
President

By: Thomas G. Merrell
THOMAS G. MERRELL,
Secretary

1770339.1

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL PLANNING AND ENVIRONMENTAL REVIEW SERVICES

DATED: MARCH 17, 2023

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services



Proposal to Provide On-Call Planning Support Services

Submitted to:
City of Laguna Hills

Submittal due date:
March 17, 2023

CIVIC SOLUTIONS

27362 Calle Arroyo ■ San Juan Capistrano, CA 92675
Principal Contact: George Buell, Senior Vice President

949.489.1442 ■ fax 949.240.8068
www.civicsolutions.com

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

March 17, 2023

Mr. Jay Wuu, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal to Provide On-Call Planning Support Services

Dear Mr. Wuu:

Civic Solutions, Inc. is pleased to submit this proposal to provide On-Call Planning Support Services for the performance of a variety of professional level duties in support of the City of Laguna Hills' planning functions and the processing of planning applications in accordance with the City's plans, policies, and regulations.

Civic Solutions has successfully provided staffing services to Southern California cities and counties since 1991. We specialize in providing a full range of planning services, including zoning counter assistance, current and advance planning, ministerial and discretionary case processing, project management, and environmental review. We are accustomed to tailoring our services to municipalities' needs in terms of hours, schedules, duration, and work location. Our professional staff members are experts in their fields and perform efficiently and effectively for the cities they serve.

Thomas G. Merrell is the President and founder of Civic Solutions and is authorized to contractually bind the firm on the services outlined in this proposal. George Buell, Senior Vice President, will serve as the Management Contact and Project Manager. Mr. Merrell and Mr. Buell may be reached at (949) 489-1442, and at merrell@civicsolutions.com and buell@civicsolutions.com.

Civic Solutions appreciates the opportunity to propose On-Call Planning Support Services for the City of Laguna Hills. We are confident that you will find that our firm's capabilities, technical expertise, and key personnel – along with our management's commitment – match the City's selection criteria.

Respectfully,

CIVIC SOLUTIONS, INC.

Thomas G. Merrell
President

George Buell
Senior Vice President

27362 Calle Arroyo
San Juan Capistrano, CA
949/489-1442
949/489-2408 FAX
www.civicsolutions.com

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

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Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

B. Company Data

1. **Official Name and Address**
   Civic Solutions, Inc.
   27362 Calle Arroyo
   San Juan Capistrano, CA 92675

2. **Primary Point of Contact**
   Name: George Buell, Senior Vice President
   Address: 27362 Calle Arroyo, San Juan Capistrano, CA 92675
   Telephone: (949) 489-1442

3. **Type of Entity**
   C Corporation

4. **Federal Employer ID Number**
   33-0689860

5. **Firm Locations**

   Headquarters:
   27362 Calle Arroyo
   San Juan Capistrano, CA 92675
   (949) 489-1442
   merrell@civicsolutions.com

   Satellite Office:
   3200 Guasti Road, Suite 100
   Ontario, CA 91761
   (909) 930-3999
   merrell@civicsolutions.com

6. **Ownership Statement**
   Civic Solutions is a C Corporation, and no stock is owned or held by any outside individual or entity.

7. **Number of Years in Business**
   32

8. **Number of Years of Experience**
   32

9. **Comparable Contracts**
   Civic Solutions has provided On-Call Planning Support Services to numerous cities over our company history. Listed below are comparable contracts during the last 5 years. Due to the Scope of Work provided, the request to include the Developer of the project, cost of construction, and size of project are not applicable to this proposal.

Year Started and Completed	Client	Project Manager
2022 – ongoing	City of Aliso Viejo	George Buell
2022 – ongoing	City of Anaheim	Mary Wright
2022 – ongoing	City of Rancho Cucamonga	Jean Ward
2022 – ongoing	City of Moreno Valley	Kirt Coury
2022 – ongoing	City of Laguna Beach	George Buell
2022 – ongoing	City of El Segundo	George Buell

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

B. Company Data
(continued)

Year Started and Completed	Client	Project Manager
2022 – ongoing	City of Manhattan Beach	George Buell
2022 – 2023	City of Dana Point	George Buell
2021 – ongoing	City of Moorpark	Mary Wright
2021 – ongoing	City of San Marcos	George Buell
2021 – ongoing	City of Malibu	Mary Wright
2021 – ongoing	City of Encinitas	George Buell
2021 – 2022	City of San Clemente	George Buell
2021 – 2022	City of Indio	George Buell
2021 – 2022	City of Laguna Hills	George Buell
2020 – 2022	City of Encinitas	Patty Anders
2019 – 2021	City of San Clemente	Kirt Coury
2019 – 2022	City of Westlake Village	Jean Ward
2018 – 2021	City of Menifee	Kirt Coury
2018 – 2022	City of Malibu	Mary Wright
2018 – 2018	City of Monterey Park	Kirt Coury
2018 – 2022	City of Rancho Cucamonga	Jean Ward
2018 – ongoing	City of La Mesa	Kirt Coury

10. Civic Solutions has never failed or refused to complete a contract.

11. Mr. Thomas G. Merrell, President, is the founder of the company and retains full ownership of the firm.

12. Civic Solutions does not hold any financial interests in any other lines of business, and all of our current clients are public agencies.

13. Civic Solutions and its Principal/Project Managers have not had any litigation filed against them within the last 5 years related to performance of a professional services agreement or participating on a project.

14. Civic Solutions and its Principal/Project Managers have not entered into any professional services agreements or other service contracts within the last 5 years that were terminated for cause or required completion by another party.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

C. Resumes and Qualifications of Personnel

Headquartered in San Juan Capistrano, Civic Solutions is a full-service planning consulting firm with professional staff employed at all levels typically required by local governmental agencies. As seen in the resumes that follow, all staff proposed to work with the City of Laguna Hills are experienced, professional planners. In addition, we have a full complement of administrative staff to ensure our planners are equipped and able to provide excellent service. Specific administrative support includes one staff member to meet each of our finance, human resources, information technology, and word processing needs. It should be noted that, with the exception of word processing and clerical services, there is no additional cost beyond our stated hourly billing rates for administrative support.

The requested list of all clients served by our proposed staff is as follows.

Name	Client Agencies Served with Civic Solutions
Mary Wright Vice President/Principal Planner	City of Jurupa Valley, City of Malibu, City of Buellton, City of Laguna Beach, City of La Habra Heights, City of Lake Forest, City of Oceanside, City of Carlsbad, City of Downey, City of Westlake Village, City of Moreno Valley, City of Cypress, City of Fountain Valley, City of Huntington Beach, City of Aliso Viejo, City of Inglewood
Adam Pisarkiewicz Senior Planner	City of San Clemente, City of Jurupa Valley, City of Malibu, City of Rancho Cucamonga, City of Moorpark, City of Buellton
John Kanlund Senior Planner	City of Aliso Viejo, City of Encinitas, City of Jurupa Valley, City of Oceanside, City of Malibu
Elizabeth Yee Association Planner	City of Anaheim, City of Jurupa Valley, City of Manhattan Beach
Edith Medina Associate Planner	City of Aliso Viejo, City of Buellton, City of Jurupa Valley, Kings County Association of Governments; and in a sub-contractor capacity to the Southern California Association of Governments and the San Diego Association of Governments

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

Highlights

- Leadership
- Strategic Planning
- Government Relations
- Development Regulations
- Advance Planning
- Policy Planning
- Land Use Planning
- Entitlements
- Regulatory Review & Compliance
- Team Development
- Organizational Effectiveness
- Community Relations
- Public Facilitation

Education

Bachelor of Arts, Urban Geography; Minor in Health Promotion, California State University, Fullerton, California

Affiliations

American Planning Association
Urban Land Institute
International City/County Management Association

GEORGE R. BUELL

SENIOR VICE PRESIDENT

Mr. Buell is a well-respected planning administrator with over 25 years of planning and management experience in California and Washington. Mr. Buell serves as Senior Vice President of Civic Solutions, managing overall operations of the company and working with the executive management team to develop and implement the company's business plan. He also serves as Principal-in-Charge for a number of the company's important projects, providing strategic direction and oversight. Mr. Buell has served in leadership positions with several cities in Southern California, including Santa Barbara, San Clemente and Oceanside, and knows how to develop successful work plans that meet the needs of the municipalities he serves.

Highlights of Mr. Buell's experience include:

Civic Solutions, Inc., Senior Vice President, 2020-Present

Manages the firm's operations and works directly with major clients. Works with the management team on all aspects of business operations including staffing, marketing, and business planning. Serves as Principal-in-Charge on a number of the company's major projects, ensuring the development of realistic work programs and the preparation of quality documents.

City of Santa Barbara, Community Development Director, 2014-2020

Served as the City's Community Development Director with a staff of 77 in four divisions: Administration, Building and Safety, Housing and Human Services, and Planning. Responsible for administration of 13 boards and commissions and management of a General Fund budget of $12 million. Collaborated daily with executive staff and decision makers including the Mayor, City Council members, and appointed officials. Served as the City's liaison with federal, state, and local agencies, including offices of elected officials, the League of California Cities, the California Coastal Commission, State Housing and Community Development (HCD), Resource Agencies, the County of Santa Barbara, and other municipalities. Represented the City before local advocacy and interest groups such as the Chamber of Commerce, Downtown Santa Barbara, the American Institute of Architects, the Association of Realtors, and environmental and neighborhood groups.

City of Oceanside, Development Services Director, 2008-2014

Managed a department of 53 staff in three divisions: Building and Safety, Capital and Development Engineering, and Planning. Was responsible for administration of the Planning Commission, the Historic Preservation Advisory Commission, and the Oversight Board. Managed a General Fund budget of $7.5 million and a Capital Improvements budget of $41 million. Interacted daily with fellow executive staff, City Council aides, elected and appointed officials, and staff from federal, state, regional and local agencies.

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CIVIC SOLUTIONS

GEORGE R. BUELL

City of San Clemente, City Planner, 2002-2008

Reported to the Community Development Director and provided strategic and operational leadership to a division of 12 employees with a $1.5 million General Fund budget. Regularly advised Council members, Planning Commissioners, and executive staff and collaborated with staff on issues of interest. Served as Secretary to the Planning Commission and the Design Review/Cultural Heritage Subcommittee. With a creative staffing strategy, managed through a time of brisk development activity and growing public demands for quality architecture, and increased attention to historic preservation.

Triad Associates, Partner, Kirkland, Washington, 1998-2002

Partner in a private land development consulting firm with more than 100 employees, practicing civil engineering, GIS, landscape architecture, planning, and surveying. Also served as a senior land use planner and managed the company's GIS department.

City of Fullerton, Associate Planner, 1991-1998

Served as Associate Planner responsible for environmental programs and special projects.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

Highlights

- Leadership
- Project Management
- Quality Control
- Development Regulations
- Environmental Planning
- Policy Planning
- Housing Elements
- Entitlements
- Government Relations
- Regulatory Review & Compliance
- Team Development
- Economic Development
- Coastal Development
- Community Relations
- Public Facilitation

Education

Master of City Planning with Distinction, San Diego State University, San Diego, California

Bachelor of Arts, Geography with Environmental Emphasis, San Diego State University, San Diego, California

Affiliations

American Planning Association

MARY P. WRIGHT

VICE PRESIDENT/DIRECTOR OF PLANNING SERVICES/PRINCIPAL PLANNER

Ms. Wright is a planning professional with over 30 years of planning and environmental experience in California including public and private sector work serving municipal agencies. Ms. Wright has a demonstrated knowledge of principles, practices and trends in urban and environmental planning along with strong public participation and facilitation skills. Her extensive comprehensive planning background and outstanding written, verbal and interpersonal communication skills are highlighted at City Council, Planning Commission and other public meetings. Prior to joining Civic Solutions, Ms. Wright served as the Deputy Planning Director of the City of San Diego.

Highlights of Ms. Wright's experience include:

Civic Solutions, Inc., Director of Planning Services/Principal Planner 2013-present

Responsible for the company's marketing strategy, managing contracts, and providing staff to serve planning agencies. Also serves as a Principal Planner/Project Manager, providing advance and current planning services directly to municipal agencies. Work includes the preparation of general plan amendments and updates, tailored zoning ordinance amendments and the management of residential, commercial and industrial development projects. In addition, Ms. Wright has experience preparing Housing Elements and conducting detailed site inventories and analyses to ensure that municipalities adequately plan for their Regional Housing Needs Allocation (RHNA).

City of San Diego, Deputy Director, Planning Department, 2007-2012

Managed 44-member, $8 million budgeted division including management, professional and administrative staff. Directed long-range planning activities including general, community and mobility planning, multiple species habitat preservation, historic review, park planning, budgeting and administration. Developed the community plan update program with ten concurrent updates in process. Oversaw the community planning group system with over 40 active groups. Developed long-range planning programs, zoning ordinances, policies, and procedures.

City of San Diego, Program Manager, Planning Department, 2001-2007

Managed community planning activities in the southern half of the City of San Diego. Supervised a diverse staff responsible for updating plans and reviewing development projects and planning documents. Developed policy and zoning recommendations related to public and private development. Prepared and presented reports to the Planning Commission and City Council. Served as the City liaison to the San Diego Unified School District.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

MARY P. WRIGHT

City of San Diego, Program Manager, Planning Department, 1998-2001

Served concurrently in two related management roles for the City of San Diego. Established and managed the Mid-City Community Service Center, providing City services to a dense neighborhood of the City. Coordinated with agencies, nonprofit groups, and other stakeholders on neighborhood issues. Supervised professional staff responsible for planning in the central urbanized core of the City. Served as the Department's grant coordinator involving researching grant opportunities, applying for grants and negotiating with granting agencies.

City of San Diego, Livable Neighborhoods Coordinator, Community and Economic Development Department, 1996-1998

Coordinator of a comprehensive program to bring together eight interdisciplinary teams of City staff to address neighborhood problems. Developed the prototype for Revitalization Action Plans or RAPs to document and prioritize community needs and targeted municipal services. Managed the $3 million Neighborhood Revitalization Superfund and coordinated with elected officials to identify and fund neighborhood projects.

City of San Diego, Senior Planner, Planning Department, 1989-1996

Served as the lead long-range planner for multiple communities in the City. Managed the preparation of the Mid-City Communities Plan. Prepared the Mission Valley Planned District Ordinance (zoning ordinance). Reviewed development proposals for conformance with City of San Diego planning policies.

City of San Diego, Associate Planner, Planning Department, 1986-1989

Served as an environmental analyst and a coastal permit planner. Evaluated and documented the environmental effects of development proposals pursuant to CEQA. Assisted with the successful City effort to secure coastal permitting authority from the California Coastal Commission. Processed coastal permits for private development proposals.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

Highlights

- Project Management
- Project Review
- Zoning Review
- Advanced Planning
- Housing Elements
- Research and Analysis
- Specific Plans
- Discretionary Case Processing
- Public Counter Support

Technical Skills

- ArcGIS
- Adobe Illustrator
- Adobe InDesign
- SketchUp
- Microsoft Office Suite

Education

Master of Urban Planning, University at Buffalo, Buffalo, New York

Bachelor of Science and Politics, Ithaca College, Ithaca, New York

Affiliations

American Planning Association

American Institute of Certified Planners

ADAM PISARKIEWICZ, AICP

SENIOR PLANNER

Mr. Pisarkiewicz is a motivated planning professional with strength in research and analysis for planning, policy, and urban design projects. His experience includes zoning code updates, preparation of Housing Elements, housing-related zoning code amendments, and preparation of form-based codes. Mr. Pisarkiewicz is skilled in preparation of maps, graphics, public presentations, and project management.

Highlights of Mr. Pisarkiewicz's experience include:

Civic Solutions, Inc., Senior Planner, 2021-Present

Works with Civic Solutions' municipal clients performing a variety of duties in support of the planning function. Duties include managing and preparing zoning code updates, creation and management of long range planning initiatives, research and analysis, staff support to municipal planning departments, and project management. Responsible for preparation of planning reports including recommendations and supporting data for approval and presentation to Planning Commissions and other public bodies. He also provides assistance to city staff, applicants, and consultants in understanding municipal requirements, analyzing issues, and recommending solutions and strategies.

Lisa Wise Consulting, Inc., Los Angeles, California, Associate Planner, 2019-2021

Assisted Project Managers in conducting zoning code audits, updating zoning codes, writing form-based codes, and updating General Plan Housing Elements. Contributed to the report production process including preparing maps, graphics, technical report writing, and coordinating input from project partners. Provided support in implementing community outreach strategies, conducting ongoing client meetings, managing interns, creating budgets and scopes of work. Conducted public presentations and participated in public meetings.

Village of Port Chester, New York, Planner, 2017-2019

Assisted in the creation, management, and implementation of various long-range plans including a Village-wide form-based code, downtown streetscape and waterfront promenade plan, downtown design guidelines, downtown mobility and parking plan, gateway signage plan, and wayfinding signage plan. Administered all application intake, wrote staff reports, wrote SEQRA environmental reports and presented proposed projects to the Planning Commission. Managed various state and private grants to fund planning and improvement projects. Handled all public counter questions, meetings with developers, and property owners.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

ADAM PISARKIEWICZ

Town of Greenwich, Connecticut, Planner I, 2016-2017

Met with developers, architects, and lawyers to process and review Planning and Zoning applications, site plans, and architectural designs. Wrote staff reports for Planning and Zoning Commission agenda items. Evaluated site plans and architectural plans for compliance with Commission decisions to forward to permit. Aided the public in disseminating Town planning initiatives and zoning regulations at the Planning and Zoning public counter. Participated in planning studies, prepared research, and coordinated with relevant departments.

Elmwood Village Association, Buffalo, New York, Neighborhood Planning Associate, 2016

Assisted the Executive Director in managing a New York Main Street Program grant award. Evaluated applications for grant funding, which included building renovation and façade improvement. Organized environmental reviews and state historic preservation documents for grantees. Assisted in organizing and conducting public meetings.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

Highlights

- Urban Planning
- Ministerial & Discretionary Project Review
- Environmental Analysis
- Project Management
- CEQA and NEPA
- Regulatory Review and Compliance
- Wildlife Biology
- Military Planning
- Public Counter Support
- Field inspections
- Community Outreach
- Bilingual/Spanish

Education

Master in Engineering for Sustainability and Health, University of San Diego, San Diego, California

Master of Science in Transportation and Engineering Management (in progress), California State University Maritime Academy, Vallejo, California

Graduate Certificate Advanced Public Engagement, Pepperdine University, Malibu, California

Master of Education, University of San Diego, San Diego, California

Bachelor of Arts in Environmental Studies, University of Nevada, Las Vegas, Nevada

Bachelor of Science in Urban and Regional Planning, California Polytechnic University, Pomona, California

JOHN KANLUND

SENIOR PLANNER

John Kanlund has over 12 years of increasingly responsible professional planning and environmental experience working for municipalities, the Department of Defense, and private clients in multiple states and worldwide locations. Specializing in permit review and processing, as well as NEPA and CEQA analysis and document preparation, Mr. Kanlund has provided complex planning solutions for clients with proven results. Two of Mr. Kanlund's projects have received planning recognition for excellence, and one project received an Association of Environmental Professionals Award in 2014.

Highlights of Mr. Kanlund's experience include:

Civic Solutions, Inc., Associate Planner, 2022

Works with Civic Solutions' municipal clients performing project management for discretionary case processing, including plan review, research, environmental documentation, staff reports, resolutions, public hearing notices, and inter-department coordination. Assists in the preparation of planning reports, including recommendations and supporting data for approval and presentation to planning commissions and other decision-making bodies, and works with clients to resolve issues and alter designs when necessary. Assists applicants and consultants understand municipal requirements, analyze issues, and recommend solutions and strategies. Attends planning commission and city council meetings and makes presentations.

City of Encinitas/Civic Solutions, Assistant Planner, 2019-2022

Was responsible for a variety of current planning assignments including public counter support, project review, and plan check services. Conducted reviews of building permits, plans, and zoning compatibility for various applicants. Coordinated with City reviewing disciplines to compile project comments, and worked with developers on project changes to meet the requirements of City policies and regulations.

Moore Iacofano and Goltsman (MIG), Environmental Analyst, 2017-2019

Worked on a team analyzing environmental issues and preparing documents, including drafting of multiple CEQA and NEPA sections, conducting field surveys, performing research, and maintaining project files. Completed air quality modeling, noise studies, sensitive species surveys, and other environmental reviews for clients throughout California.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

JOHN KANLUND

Reid Planning, Inc., Architectural Engineering Project Manager, 2015-2016

Completed worldwide projects for clients in the United States, Europe, and the Middle East. Position requirements included managing 23 staff members in three states, conducting field visits, budgets, training, and NEPA document preparation. Projects managed included Bureau of Medical and Surgery (BUMED) asset and facilities management worldwide. Mr. Kanlund conducted asset management for 23 Navy Hospitals worldwide.

City of Oceanside/Civic Solutions, Planning Assistant, 2014-2015

Served as a planner and project manager for ministerial and discretionary project applications and completed development project reviews for residential and commercial facilities in the City of Oceanside. Position requirements included conducting field visits for permitting reviews, completing budgets, participating in client meetings, and preparing planning documents.

Chambers Group, Community Planner/Staff Biologist, 2009-2014

Conducted field studies, project management, baseline studies, CEQA documentation, proponent's environmental impact reports, environmental assessments, and proposal/marketing projects.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

Highlights

- Land Use Planning
- Entitlement Processing
- Research and Analysis
- Public Counter Support
- Zoning Review
- CEQA Documentation
- Project Design Review
- Project Management
- Advance Planning
- Public Presentations

Education

Master of City and Regional Planning, Cal Poly San Luis Obispo, California

Bachelor of Arts, Urban Studies, University of California, Irvine, California

Affiliations

American Planning Association

Technical Skills

Adobe Creative Suite
Microsoft Office
Google Sketch Up
Hand Sketching
Auto CADD
ArcGIS

ELIZABETH YEE

ASSOCIATE PLANNER

Ms. Yee is a highly motivated, results-driven professional with a successful track record processing and reviewing residential and non-residential development projects for general plan, zoning, and design conformance. In addition, her experience in municipal planning includes work on major projects such as a community plan for the City of Oceano, and the 6th Cycle Housing Element for the City of Jurupa Valley. Ms. Yee works well in team situations, has exceptional organizational and research skills, and adapts to various work environments easily. Ms. Yee is bilingual in English and Chinese (Cantonese).

Highlights of Ms. Yee's experience include:

Civic Solutions, Inc., Associate Planner, 2020-Present

Ms. Yee provides associate-level urban planning services to our public agency clients. Duties include ministerial and discretionary permit processing, plan checks, and public counter support, as well as general plan and zoning code amendments. She coordinates with applicants, design professionals, and the public on projects and issues. She prepares staff reports, resolutions, and conditions of approval and makes presentations to planning commissions and other public bodies. Ms. Yee regularly assists applicants and consultants to understand municipal requirements and analyze issues, and recommends solutions and strategies. In addition, she is currently serving as one of the primary authors of the City of Jurupa Valley 6th Cycle Housing Element.

Cal Poly San Luis Obispo College of Architecture and Environmental Design, Teaching Assistant, 2018-2019

Ms. Yee conducted research and analysis for a general plan update for the City of Parlier, California. In addition, she created plans, illustrations, and policy documentation alongside undergraduate students for the document. She also critiqued drafts for state and federal policy consistency.

City of Manteca, Assistant City Planner, 2014-2017

Ms. Yee reviewed residential and non-residential development for zoning and design conformance. She prepared written and oral staff reports for City Council and Planning Commission hearings and public workshops and provided recommendations on development projects. She assisted property owners, architects, engineers, and the public regarding city development policies and standards and aided in analysis, development, implementation, and design for the Family Entertainment Zone Master Plan. In addition, Ms. Yee evaluated environmental information to reduce adverse impacts of industrial and commercial development under CEQA and wrote initial studies.

Planning Intern, City of Irvine, 2013

Ms. Yee assisted with the 2013 update of the Irvine General Plan Housing Element. She conducted research for an industrial park development and rehabilitation project and performed plan checks on development site plans and development code compliance. She also generated maps of researched data using GIS software.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

Highlights

- Land Use Planning
- Entitlement Processing
- Research and Analysis
- Public Counter Support
- Zoning Review
- CEQA Documentation
- Project Design Review
- Project Management
- Advance Planning
- Public Presentations
- Planning Surveys

Education

Ph.D., Urban and Environmental Planning and Policy, University of California, Irvine, California
Master of Public Policy, University of California, Irvine, California
Bachelor of Arts, Interdisciplinary Major in Sociology and Political Science, DePauw University, Greencastle, Indiana

Affiliations

American Planning Association
Urban Affairs Association
Association of Collegiate Schools of Planning

Technical Skills

R and STATA
ATLAS.ri
ESRI ArcMap
Qualtrics

EDITH MEDINA HUARITA, PH.D.

ASSOCIATE PLANNER

Ms. Medina Huarita is a highly motivated, results-driven professional with a successful track record as an urban planner and researcher with special emphasis in housing policy, landlord-tenant relations, Latino and immigrant communities, tenants' social movements, inequality, and poverty. Her recent Ph.D. dissertation addressed the housing crisis in the private rental sector. Ms. Huarita is bilingual in English and Spanish.

Highlights of Ms. Huarita's experience include:

Civic Solutions, Inc., Associate Planner, 2021

Ms. Huarita provides discretionary project management and urban planning research and analysis services to our public agency clients. She is responsible for performing complex research and analysis regarding land use, policy development, and legal requirements as well as analyzing population and housing trends. She develops and implements survey instruments to solicit public input on important issues and prepares general plan and zoning amendments to implement new legislation. She also prepares staff reports, resolutions, and conditions of approval and makes presentations to planning commissions and other public bodies.

University of California, Irvine, Research Assistant, Fall 2020 to Fall 2021

Ms. Huarita assisted professors conducting an "Adminigration" research project funded by the National Science Foundation. In this role, she reviewed literature to remain current with new procedures, identified relevant questions, and determined the best methods of data collection for the study.

City of Pico Rivera, Consultant, Winter 2019/2020 to Fall 2020

Ms. Huarita conducted research and analysis regarding homelessness prevention in the City. She worked closely with team members to deliver project requirements, develop solutions, and meet deadlines. She also designed survey instruments and questionnaires to obtain research data and conducted focus group meetings.

Various Employers, Legal Research Assistant, 2009-2014

Served as a legal researcher for various employers regarding eviction and mass/class action cases. Drafted motions, briefs, and other correspondence. Also researched and developed jury presentations and exhibits.

Various Educational Institutions, Instructor/Lecturer/Teaching Assistant, Fall 2015 to Present

Performs a variety of instructional and supportive functions in the fields of planning, public policy and Latinx studies. Institutions include the University of California – Irvine, California State University – Long Beach, and Occidental College.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

D. Organizational Chart

As a contractor to the City, our objective is to provide excellent professional planning services that meet or exceed the City's and its customers' expectations. And part of that is aways recognizing that our business serves as an extension of staff and represents the City exceptionally well. As with City staff, we are fully committed to serving the City of Laguna Hills in the public interest.

In the event there is need to assign different or additional Civic Solutions staff members to work in this contract, such change will be preceded by direct communication as soon as possible between the City and Civic Solutions. The City will be provided with additional resumes and have the opportunity to meet with and approve each candidate prior to commencement of work.



Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

E. References

Civic Solutions invites the City of Laguna Hills to contact our client references to learn their opinion of our performance on past and present assignments.

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Joe Perez, Community Development Director
jperez@jurupavalley.org
(951) 332-6464, Ext. 207

Project Description: Civic Solutions has been providing current, advance, and environmental planning services to the City of Jurupa Valley since 2011, and the contract is ongoing.

City of Anaheim
200 South Anaheim Boulevard
Anaheim, CA 92805
Scott Koehm, Principal Planner
skoehm@anaheim.net
(714) 765-5395

Project Description: Civic Solutions has been providing on-call planning services to the City of Anaheim since July 2017, and the contract is ongoing.

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Douglas Spondello, Deputy Community Development Director
dspondello@moorpark.ca.gov
(805) 517-6251

Project Description: Civic Solutions has been providing contract planning services to the City of Moorpark since 2021, and the contract is ongoing.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

F. Project Understanding, Overview, and Approach

Project Understanding

Civic Solutions proposes to provide the following professional planning services:

- Process zoning verifications, various ministerial permits (e.g., temporary use permits, sign permits), home occupation certificates; receive/intake planning applications.
- Perform plan check functions for various projects; review building permit applications for compliance with applicable zoning standards, regulations, policies, approved development plans, and conditions of approval.
- Serve or assist as the project coordinator for discretionary applications (e.g., site development permits, use permits, variances, zone text amendments, zone changes, general plan amendments, and general municipal code amendments) including application and plan review, coordination with other City departments and/or outside agencies, correspondence with applicants, background research, ensuring compliance with the California Environmental Quality Act (CEQA), and monitoring of project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures.
- Prepare or assist with the preparation of technical planning staff reports, ordinances/resolutions, legal notices, CEQA documents (up to and including Mitigated Negative Declarations, exclusive of technical study preparation), and presentations.
- Participate in public hearings and presentations; prepare and present written and oral reports to community groups, the Planning Agency, and the City Council; develop recommendations and resolutions of determination; serve as staff support and liaison to the Planning Agency; occasionally attend evening and weekend meetings.
- Conduct research independently on various land use and planning issues.
- Conduct field evaluations and assessments to ensure projects comply with zoning codes, design regulations, and approved plans.

GIS services can also be provided. (Larger scale work may require the use of one of our subcontractors.)

Project Approach

Understanding that the City has not yet determined need for service on any specific project or Planning Division function, our approach will exhibit flexibility to the City's needs. Upon notification from the City's Project Manager, we will be available to discuss both short and long-term assignments, and we

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

are amenable to written task orders approved in advance by the City for budgeting and scheduling purposes. Our staff will be available to work on site, remotely or a combination of the two.

Project Resources

Civic Solutions will provide all required software, equipment, and supplies for the production of electronic documents. Our staff is tech savvy and proficient in the use of all software typically needed in today's planning environments. Unless other arrangements are made, we will rely on the City or its applicants/ customers for hard copy documents (including plan reproduction), items typically included in submittal applications (i.e., mailing lists, title reports, and other similar items), courier services, and other specialized services.

Project Controls

Ensuring our services are timely and on budget is important, and these are typically tracked on a monthly basis through our invoicing system. Within 15 days of the end of every month, Civic Solutions will provide an invoice for work performed so that both your staff and ours can keep an eye toward the critical metrics of time and cost. In addition, for project-specific assignments, we recommend the use of task orders or project budgets and schedules that inform the City and Civic Solutions staff of budgetary and schedule expectations. If needed, task order amendments can be mutually approved to address unforeseen circumstances. And for general planning services (i.e., providing part-time public counter support), a specific budget alone is typically sufficient to ensure management of professional services.

Quality Control/Quality Assurance

To ensure our work meets exceptionally high quality standards, work performed on advance planning-type projects is internally reviewed prior to delivery to the City. The same QA/QC procedure can be employed for current planning-related work product. However, given the nuances we see among agencies in terms of format, wording, and punctuation, our clients typically prefer to not pay for this level of review. If there is ever any concern with the quality of our work product, conversation among the Project Managers is both needed and welcomed.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

G. Communication Plan

To ensure clear lines of communication between our staffs, unless otherwise arranged, all operational direction will be provided by and between the Project Managers on a weekly or bi-weekly basis. Periodic written progress reports may also be provided on larger, more complex projects. In the event our staff is working on current planning assignments, guidance may be provided by the City's Project Manager. As noted in Project Controls above, budget status will be provided in the form of monthly invoices.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

H. Compensation/ Payment Schedule

A Cost Proposal is provided under separate cover.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

I. Certificate of Insurance – Attachment 2

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Civic Solutions, Inc.
Name (Please Print or Type)

By: Thomas G. Merrell ,President
Consultant's Signature & Title

Date: March 16, 2023

This executed form must be submitted with proposal.

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Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

J. Certification of Proposal – Attachment 3

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 3

**CERTIFICATION OF PROPOSAL
TO THE CITY OF LAGUNA HILLS**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

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Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from February 7, 2023.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 16th day of March, 2023, at San Juan Capistrano, California.

Name of Proposer: Civic Solutions, Inc.

By: Thomas G. Merrell
(Authorized Signature)

Type Name: Thomas G. Merrell

Title: President

Date: March 16, 2023

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

Non-Collusion Affidavit – Attachment 1

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 16th day of March, 2023, at San Juan Capistrano, California.

Thomas G. Merrell

Signature of Authorized Representative

Thomas G. Merrell

Name of Authorized Representative

President

Title of Authorized Representative

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Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

CIVIC SOLUTIONS

City of Laguna Hills
On-Call Planning Support Services

Compensation/Payment Schedule **Revised: May 19, 2023**

Civic Solutions is proposing for On-Call Planning Support Services and, therefore, Section V. Items 1, 2, 4, and 5 are not applicable.

Item 3. Hourly Rate Schedule is provided below.

Position	Hourly Rate
Principal Planner	$161
Senior Planner	$151
Associate Planner	$135
Assistant Planner	$125
Word Processing*	$83
Clerical Support*	$52

*As needed on large projects

The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from August 1, 2023 through July 31, 2025). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

Attachment: Attachment A – Professional Services Agreement with Civic Solutions, Inc. (3204 : Award of Four Professional Services

PROFESSIONAL SERVICES AGREEMENT
Sagecrest Planning and Environmental, Inc.
(On-Call Planning and Environmental Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 1st day of July 2023, 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 SAGECREST PLANNING AND ENVIRONMENTAL, 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 professional services, on an as-needed and on-call basis, of a qualified full-service planning consulting services firm for the purpose of assisting the City with discretionary entitlement processing, advanced planning, and discretionary case environmental review, which professional planning services will include but not be limited to land use planning, municipal code compliance, development application and plan check review services, land use entitlement processing, environmental review, project management and community development services, as well to provide the City with other on-call land use application review, zoning code compliance, and planning and support services that may be required on an as-needed basis (the "Project").

B. In response to City's Request for Proposals, dated February 7, 2023, Consultant has submitted to City a proposal, dated March 17, 2023, to provide professional on-call environmental review services, as well as a full range of other as-needed consulting environmental review, compliance, and land use planning and support services that may be required on an on-call basis, 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 professional land use and environmental consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional consulting services for the Project.

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:

Attachment: Attachment B – Professional Services Agreement with Sagecrest Planning and Environmental, Inc. (3204 : Award of Four

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 professional planning and environmental review consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated March 17, 2023, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated March 17, 2023 ("Consultant's Proposal") and submitted to City, which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and, (2nd) the provisions of the Consultant's Proposal (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,

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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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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

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Maximum Contract Amount, as defined below, 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 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, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2023 through June 30, 2025). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change

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in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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

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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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2023 and ending on June 30, 2028, unless extended by mutual agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Amy Vazquez, President**. 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

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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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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

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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

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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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or

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until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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.

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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

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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.

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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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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.

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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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

Attachment: Attachment B – Professional Services Agreement with Sagecrest Planning and Environmental, Inc. (3204 : Award of Four

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and

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the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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

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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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

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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
To Consultant:	Sagecrest Planning and Environmental, Inc. Attention: Amy Vazquez, President 27128 Paseo Espada, Suite 1524 San Juan Capistrano, California 92675 Telephone: (949) 996-7243

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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

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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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

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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

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
Sagecrest Planning and Environmental, a California corporation

By:
AMY VAZQUEZ,
President / Secretary

By:

SAGECREST PLANNING AND ENVIRONMENTAL CORPORATE SEAL 2020 CALIFORNIA

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EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL PLANNING AND ENVIRONMENTAL REVIEW SERVICES

DATED: MARCH 17, 2023

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

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SAGECREST
PLANNING + ENVIRONMENTAL

PROPOSAL FOR
ON-CALL PLANNING SUPPORT SERVICES

CITY OF LAGUNA HILLS

Amy Vazquez, President 949.996-SAGE (7243)	27128 Paseo Espada, Suite 1524 San Juan Capistrano, CA 92675 www.sagecrestplanning.com	avazquez@sagecrestplanning.com

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A. COVER LETTER

March 17, 2023

City of Laguna Hills
Jay Wuu, Senior Planner
24035 El Toro Road
Laguna Hills, CA 92653

SUBJECT: REQUEST FOR PROPOSAL FOR ON-CALL PLANNING SUPPORT SERVICES

Sagecrest Planning+Environmental (Sagecrest) is pleased to submit this proposal to the City of Laguna Hills (City) for on-call Planning Support Services. The team at Sagecrest provides planning and environmental review services to local jurisdictions throughout California.

Sagecrest planners are well versed in current planning and environmental law for processing of ministerial and discretionary projects or City-initiated plans and programs. Our planners have expertise in discretionary case processing, preparation and review of zoning codes, specific plans, general plans, and other planning documents, code compliance, project management, and environmental analysis, documentation, and review. Our planners have all worked in various positions for local jurisdictions.

Sagecrest delivers the highest level of service with proactive solutions, ongoing communication, and dependable coordination. We adapt our services to the City's needs and complement its in-house resources as an extension of City staff. Our planners are trained on the latest planning, zoning and environmental legislation and case law and are adept at using public counter permit tracking and GIS systems.

Sagecrest is a local Southern California-based firm with corporate offices in San Juan Capistrano. Our clients are in Orange, San Diego, Riverside, San Bernardino, and Los Angeles Counties, which allows us to be accessible to our clients at a moment's notice. We are accustomed to being proactive and anticipating the needs of our clients and recommending practical solutions to complex planning issues. In addition, due to our efficient structure, we are competitive on price while adhering to stringent budgets and schedules.

Sagecrest looks forward to your favorable review of our firm's qualifications, scope of work, and fee. I am authorized to bind Sagecrest in a contract under the terms and conditions prescribed by this proposal. If you require additional information or would like to further discuss our qualifications, please contact me directly at (949) 996-SAGE (7243) or avazquez@sagecrestplanning.com.

Respectfully,



Amy Vazquez, President
Sagecrest Planning+Environmental

Attachment: Attachment B – Professional Services Agreement with Sagecrest Planning and Environmental, Inc. (3204 : Award of Four

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 14th day of March, 2023, at San Juan Capistrano, California.

Signature of Authorized Representative

Amy Vazquez
Name of Authorized Representative

President
Title of Authorized Representative

SAGECREST PLANNING AND ENVIRONMENTAL CORPORATE SEAL 2020 CALIFORNIA

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B. COMPANY DATA

CONTACT INFORMATION

Sagecrest Planning+Environmental
27128 Paseo Espada, Suite 1524
San Juan Capistrano, CA 92675
Office: (949) 996-7243

Amy Vazquez, President
Mobile: (949) 996-SAGE (7243)
avazquez@sagecrestplanning.com

LEGAL INFORMATION

Company Type: Founded in 2017, Sagecrest is a California Corporation in 100% ownership by Amy Vazquez. Sagecrest is not owned, in whole or in part, by any other business organization or individual.

Location: Sagecrest has one office located in San Juan Capistrano. Please see "Contact Information" for additional details.

Federal Employer ID Number: 30-1218415

Financial Interests: Sagecrest has no financial interests in any related or unrelated lines of business.

Failure/Refusal to Complete Contract: Sagecrest has no history of a failure or refusal to complete a contract.

Litigation/Adverse Judgement History: Sagecrest has no history of litigation (including complaints or responses to complaints) filed against the company or any proposed Principal/Project Manager within the last 5 years related to performance of a professional services agreement or participation on a project.

Termination of Contract "For Cause" History: Sagecrest has no history of termination of any professional services agreement or other services contract (or portion thereof) entered into by the company or any proposed Principal/Project Manager within the last 5 years that was terminated for cause or which required completion by another party.

RELEVANT EXPERIENCE

Sagecrest Planning + Environmental (Sagecrest) is an award winning, full service, professional planning firm providing on-call planning, land use, and environmental consulting to public agencies throughout California. The American Planning Association (APA) awarded Sagecrest the 2018 Emerging Planning & Design Firm by the Orange Section and the 2019 Grassroots Initiative

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Award by the CA State Chapter and the Orange Section. With considerable experience in Southern California, the Sagecrest team has strong working relationships with key staff, applicants, and public officials. Our mission is to provide outstanding service at competitive rates to the clients and communities we serve while adding value and making a positive impression with each assignment.

Sagecrest has been in business for over six years, however our management team has over 75 years of combined experience in a broad range of land use planning, development activities, and California Environmental Quality Act (CEQA) compliance. The Sagecrest team not only has extensive experience as municipal agency staff but as environmental planners, which gives us insight into the interdisciplinary coordination required to deliver the project that other private consulting firms may not have.

Sagecrest has served local public agencies on development projects, zoning ordinances, and environmental document preparation and review in communities across Southern California. The Sagecrest team also has extensive experience as municipal agency staff, giving us insight into the interdisciplinary coordination required to deliver project management and CEQA compliance that other consulting firms may not have. The following is list of previous and current on-call planning services contracts Sagecrest maintains with other jurisdiction in Southern California.

Completed On-Call Planning Contracts (within past 5 years)

Term	Lead Agency	Contact*	Project Description
November 2016 – 2021	City of San Clemente	Jonathan Lightfoot, Economic Development Officer (949) 361-8254 Lightfootj@san-clemente.org	On-call planning services
July 2017-2021	City of El Monte	Jason Mikaelian, Deputy Director (626) 580-2064 jmikaelian@elmonteca.gov	On-call planning services
September 2017 – 2018	City of Fullerton	Matt Foulkes, Planning Director (714) 738-6878 Mfoulkes@cityoffullerton.com	On-call zoning administrator services
February 2018-2020	City of Fountain Valley	Brian James, Planning and Building Director (retired) (714) 593-4426 Brian.james@fountainvalley.ca.gov	On-call planning services
April 2018-2020	City of Brea	Jennifer Lilley, City Planner (714) 990-7674 jenniferl@cityofbrea.net	On-call planning services
January 2019-2021	City of Cypress	Doug Dancs, Public Works Director (714) 229-6748 ddancs@cypressca.org	On-call planning services

Term	Lead Agency	Contact*	Project Description
March 2019 – 2022	City of Aliso Viejo	Omar Dadabhoy, Planning Director (949) 925-2500 Odadabhoy@AVCity.org	On-call planning services
March 2019 – 2020	City of Stanton	Jarad Hildenbrand, City Manager (714) 379-9222 Jhildenbrand@ci.stanton.ca.us	On-call planning services
June 2019 – 2021	City of Hermosa Beach	Ken Robertson (retired) (310) 318-0242 krobertson@hermosabch.org	On-call planning services
March 2020-2021	City of South Pasadena	Kinaka Kith, Planning Manager (626) 403-7227 kkith@southpasadenaca.gov	On-call planning services

*** Contact information provided is current as of the date the contract was completed.**

Current On-Call Planning Services Contracts

Term	Lead Agency	Contact	Project Description
July 2017-Present	City of Placentia	Joe Lambert, Director of Development Services (714) 993-8234 jlambert@placentia.org	On-call planning and building services
July 2017 - Present	City of Santa Fe Springs	Wayne Morrell Director of Planning (562) 868-0511 waynemorrell@santafesprings.org	On-call planning services
August 2017 - Present	City of Villa Park	Steve Franks City Manager (714) 998.1500 sfranks@villapark.org	On-Call planning and building Services
August 2017 - Present	City of Newport Beach	Jim Campbell Deputy Community Development Director (949) 644-3210 jcampbell@newportbeachca.gov	On-call planning services
August 2017 - Present	City of Lake Forest	Gayle Ackerman (949) 461-3463 Gackerman@lakeforestca.gov	On-call planning services
November 2017 - Present	City of Huntington Beach	Jennifer Villasenor, Deputy Director (714) 374-1661 jvillasenor@surfcity-hb.org	On-call planning services
November 2017 – present	City of Laguna Beach	Russell Bunim, AICP Planning Manager (949)497-0719 rbunim@lagunabeachcity.net	On-call planning services

Term	Lead Agency	Contact	Project Description
February 2019 - present	City of Oceanside	Jonathan Borrego, AICP Development Services Director (760) 435-4373 jborrego@ci.oceanside.ca.us	On-call planning services
March 2019 - Present	City of Downy	James McQueen Director of Human Resources (562)904-7292 jmcqueen@downeyca.org	On-call planning services
June 2019- Present	City of Rancho Santa Margarita	Cheryl Kuta, Assistant City Manger (949) 635-1816 ckuta@cityofrsm.org	On-call planning services
August 2019 - Present	City of Riverside	Brian Norton Principal Planner (951) 826-2308 BNorton@riversideca.gov	On-call planning services
April 2020 – Present	City of Costa Mesa	Jennifer Le, Director of Economic and Development Services (714) 754-5278 Jennifer.Le@costamesaca.gov	On-call planning and environmental services
October 2022- Present	City of Arcadia	Lisa Flores, Planning and Community Development Administrator (626) 574-5445 lflores@arcadiaca.gov	On-call planning services
August 2020- Present	City of Artesia	Okina Dor, Community Development Director (562) 865-6262 ext. 227 odor@cityofartesia.us	On-call planning services
May 2021 – Present	City of Orange	Anna Pehoushek, AICP, Assistant Community Development Director (714) 744-7228 apehoushek@cityoforange.org	On-call planning and environmental services
October 2022- Present	City of Buena Park	Matt Foulkes, Community and Economic Development Director (714) 562-3610 mfoulkes@buenapark.com	On-call planning services
June 2021- Present	City of Monrovia	Teresa Santilena, AICP, Associate Planner (626) 932-5526 tsantilena@ci.monrovia.ca.us	Housing Element implementation
December 2022- Present	City of San Juan Capistrano	David Contreras, Principal Planner (949) 443-6320 dcontreras@sanjuancapistrano.org	On-call planning services
February 2023- Present	City of Mission Viejo	Elaine Lister, Director of Community Development (949) 470-3000 elister@cityofmissionviego.org	On-call planning services

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C. RESUMES/QUALIFICATIONS OF KEY PERSONNEL

The Sagecrest team is comprised of a diverse group of planners and other professionals with expertise in urban planning and design, environmental planning, public policy, and project management. Our team is recognized for the collaborative and insightful approach that results in high quality work and proven results.

The following team is proposed as key personnel to provide services for the City of Laguna Hills. Each team member profile includes a summary of their professional background and proposed role. Resumes of all team members are also provided below.

AMY VAZQUEZ, PRESIDENT



Amy has been a professional planner since 1999 and is the Co-Founder and President of Sagecrest Planning + Environmental- an award winning, full service, professional planning firm providing planning, land use and environmental consulting services to public agencies throughout California. She is a practiced planner who has experience successfully managing large and controversial planning projects for the Cities of Anaheim and San Clemente. Amy has earned a Bachelor of Arts degree in Environmental Analysis and Design with a minor in Urban and Regional Planning from UC Irvine.

LINDSAY ORTEGA, AICP, VICE PRESIDENT



Lindsay is a certified planner and has worked in the areas of planning, development, marketing, and community outreach since 2006. Lindsay has been with Sagecrest since 2017. She has experience managing entitlement applications and environmental documents in over 70 jurisdictions throughout California and has worked in cities as a planner including Anaheim, Huntington Beach, San Juan Capistrano, and Brea. Lindsay leads a team of experienced project planners responsible for managing and processing a variety of environmental documents and project entitlements. She has a degree in Political Science and Public Affairs from UCLA and a Master of Urban and Regional Planning from the University of California, Irvine.

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DAVID BLUMENTHAL, AICP, SENIOR PROJECT MANAGER/PRINCIPAL PLANNER



David has worked as a professional planner since 1998, with experience in cities throughout Orange and Los Angeles counties. David joined Sagecrest in 2019. He has managed complex projects including Specific Plans, Zoning Code rewrites, General Plan updates, Site Plan Reviews, Conditional Use Permits, and similar applications. He is skilled at code analysis and the preparation of ordinances to eliminate constraints to housing. David has strong interpersonal skills and the ability to effectively communicate with elected officials, staff, and the public. David has a Bachelor of Arts degree in Environmental Analysis and Design from UC Irvine.

LAUREL REIMER, AICP, SENIOR PROJECT MANAGER/PRINCIPAL PLANNER



Laurel has nine years of experience in urban planning with over three years in the public sector focusing on entitlements, compliance, and meeting client needs through creative problem solving. Laurel joined the Sagecrest team in 2017. She has worked in several jurisdictions throughout the West Coast and thus understands government procedures, laws, ordinances, and zoning. Laurel is a Senior Project Manager for company's private entitlement projects. Laurel is a board member of the American Planning Association, Orange Section.

NICK LAGURA, AICP, SENIOR PLANNER



Nick has worked as a professional planner since 2000, with experience in cities throughout northern and southern California. He has managed complex development entitlements for residential, commercial, and industrial projects. He is skilled at advising architects, engineers, developers, contractors, realtors, business owners, and homeowners regarding planning and zoning policies and regulations as related to the city's development review process. Nick has a Bachelor of Arts degree in Urban Studies from San Francisco State University.

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SIMIN ZAKAVAND, PROJECT MANAGER/ASSOCIATE PLANNER



Simin has worked in the areas of planning, development, and engineering since 2015. She has extensive experience managing entitlement applications throughout Southern California and has worked in cities as a contract staff planner, including Costa Mesa and Westminster. She has managed complex projects including ADU Design Guidelines, Conditional Use Permits, Minor Conditional Use Permits, and Development Reviews. Simin has strong graphic and software skills including AutoCAD, SketchUp, and InDesign that makes her an asset when coordinating with other technical disciplines on a project development team. She has a Bachelor of Urban Development Engineering and a Masters of Urban and Regional Planning from the University of California, Irvine.

KELLY RIBUFFO, PROJECT MANAGER/ASSOCIATE PLANNER



Kelly has worked in the areas of current planning and historic preservation since 2011 and joined Sagecrest in 2022. As a public sector planner in Florida and California she has extensive experience processing a variety of complex entitlement projects including conditional use permits, variances, site plans, environmental review, and design review permits for residential, commercial, and institutional projects. Kelly also specializes in historic preservation design review for 19th and 20th century historic resources. She was historic preservation planner for the City of Orange from July 2014 to June 2022. She has a Master of Science in Historic Preservation from the University of Oregon. She meets the Secretary of Interior's Professional Qualification Standards in the disciplines of History and Architectural History.

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ALEJANDRO DE LOERA, ASSISTANT PLANNER



Alejandro is a professional and diligent planner with three years of experience in the public sector and joined Sagecrest in 2022. He has worked for the Cities of Claremont, El Monte, Alhambra, Buena Park, and Santa Fe Springs. He has excellent communication skills and is well versed in public speaking and presenting to the public, staff, and Planning Commission. He has a Bachelor of Science in Urban and Regional Planning from California State Polytechnic University, Pomona.

SARAH ZUGHAYER, ASSISTANT PLANNER



Sarah is a professional planner with three years of experience in the public and private sectors. She has worked as a contract staff member for the Cities of Lake Forest and Riverside. She has experience in preparation and review of zoning applications, zoning plan check, and municipal code research, and preparation of staff reports for review by Planning Commission. She has a Bachelor of Science in Urban and Regional Planning from California State Polytechnic University, Pomona.

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AMY VAZQUEZ

QUALIFICATION SUMMARY

Amy has been a professional planner since 1999 and is the Co-Founder and President of Sagecrest Planning+Environmental; an award winning, full service, professional planning firm providing planning, land use and environmental consulting services to public agencies throughout California. She is a practiced planner who has experience successfully managing large and controversial planning projects for the Cities of Anaheim and San Clemente. Amy is also the Past Section Director Elect for the Orange Section of the American Planning Association and has been an active board member for nearly a decade.

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental ***February 2017 – Present***

President

- Manages a team of approximately 30 professionals including professional planners, code enforcement officers, building and safety personnel, contractors and other staff who provide services to client cities throughout Southern California.
- Preparation and oversight of multiple professional planning contracts throughout Southern California.
- Business development, diversification, client relations and staff recruitment, retention and discipline.
- Maintains relationships with current clients and employees/contractors.

City of San Clemente ***March 2017 – June 2018***

Contract Senior Planner

- Primarily conducted high level current and advance planning projects through project management implementing the goals, objectives, policies and priorities of the City.
- Contract planner responsible for the Marblehead Coastal Specific plan.
- Managed the entitlements for the Outlets at San Clemente and the construction activities of the Sea Summit residential development.

City of Anaheim ***May 2014 – March 2017***

Contract Planner

- Responsible for project management of expedited entitlements and complex development applications.
- Reviewed and processed general plan amendments, re-classifications, subdivisions, annexations, conditional use permits and variances.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments and elected officials.

- Presented reports and other findings to staff, Planning Commission, and City Council.

Lilley Planning Group ***January 2015 – April 2017***
Principal

- Managed a team of over a dozen planners assigned throughout Southern California.
- Principal in charge of marketing and networking, client relations and staff retention.
- Drafted and submitted proposals, participated in interviews and fulfilled client requests for contract planning services.

City of Anaheim ***June 2001 – November 2006***
Associate Planner

- Reviewed and processed complex general plan amendments, zoning code amendments, reclassifications, subdivisions, conditional use permits and variances.
- Processed entitlement requests and development agreements for mixed-use projects within the Platinum Triangle that included various planning studies and development applications.
- Prepared and reviewed proposal requests for consultant contracts for environmental studies and managed the entire CEQA review process.
- Performed field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
- Scheduled and conducted meetings with other city departments, applicants and consultants.
- Prepared and presented staff reports that included project analysis, project findings, and project recommendations for the City Council and Planning Commission
- Practiced excellent customer service at the public zoning counter.
- Supervised and mentored several Planning Aides, Assistant Planners and Planning Interns.

City of Huntington Beach ***June 1998 – June 2001***
Planning Technician

- Provided customer service to residents, business owners and developers at the public counter with new development projects residential, commercial and industrial alterations.
- Analyzed, evaluated, and performed technical review of site and architectural plans to verify conformance with appropriate zoning and building regulations.
- Conducted records requests for residents, business owner and developers.

EDUCATION

University of California, Irvine	Bachelor of Arts, Environmental Analysis and Design Minor, Urban & Regional Planning

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MEMBERSHIP/AWARDS

- Active member of the American Planning Association (APA)
- Currently holds the position of Section Director of Orange Section APA
- Recipient of multiple awards from APA Orange Section with Sagecrest Planning+Environmental: 2018 Emerging Planning and Design Firm, 2019 Award of Excellence for Grassroots Initiative

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LINDSAY ORTEGA, AICP

QUALIFICATION SUMMARY

Lindsay is a certified planner who has worked in the public sector since 2004. She has extensive experience working in the areas of planning, development, marketing, and community engagement and outreach. She has the ability to quickly review and understand the unique complexities of municipal zoning codes, as has managed projects on behalf of cities and private entities in different jurisdictions all over California. She specializes in managing difficult and controversial projects requiring extensive community outreach and engagement, as well as anticipating and addressing major concerns of a project prior to a public hearing.

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental **2017- Present**

Vice President

- Provides technical assistance to contract staff placed in jurisdictions
- Responsible for marketing and outreach to existing and prospective clients
- Manages company and online presence
- Responds to RFPs and prepares written proposals

Lilley Planning Group, City of Anaheim **2016-2017**

Contract Planner

- Responsible for managing and processing a variety of project entitlement applications for compliance with local, state, and federal regulations. Such projects include comprehensive sign programs, Conditional Use Permits, infill residential projects, as well as industrial and commercial developments.
- Present projects to Planning Commission, as well as other necessary reviewing bodies; prepare staff reports and associated documents, including preparation of resolutions, conditions of approval, and public hearing notices
- Assist at Planning Counter to review plan checks, sign permits, regulatory and special event permits, and any other over-the-counter requests, as needed.

Lilley Planning Group, City of San Juan Capistrano **2016**

Contract Associate Planner

- Managed projects through land use entitlement process such as Architectural Control reviews, Conditional Use Permits, Grading Plan Modifications, Sign Programs, Historical Structure Modifications/Reviews, and environmental reviews as needed
- Reviewed project plans to determine compliance with applicable zoning codes, ordinances, policy directives, and regulations
- Presented projects to Planning Commission, as well as other necessary reviewing bodies; prepare staff reports and Planning Commission meeting packets, including preparation of resolutions, conditions of approval, ad public hearing notices

- Reviewed development projects in order to make necessary findings; attend study sessions or adjourned meetings as directed.

Lilley Planning Group, City of Brea **2016**
Planning Specialist

- Project management of land use entitlement projects such as Conditional Use Permits, Plan Review
- Reviewed project plans for compliance with applicable development standards, ordinances, and regulations
- Assisted customers at the public counter and over the telephone; answered questions; explained procedures, assisted the public in completing forms and applications; received forms and applications; handled complaints and resolved problems
- Reviewed plan checks, sign permits, temporary sign permits, and any other over-the-counter requests
- Presented projects to Planning Commission, as well as other necessary reviewing bodies; prepared staff reports and Planning Commission meeting packets, including preparation of resolutions, conditions of approval, and public hearing notices, and presented staff reports to Planning Commission.

Core Development Services **2014-2016**
Zoning Manager

- Responsible for securing all necessary governmental zoning approvals and entitlements for existing and new wireless facility modifications and renewals throughout Southern California, with an average load of 100 sites from various carriers and tower companies
- Extensive review of jurisdiction-specific zoning code and regulatory land use policies to make necessary findings for approval, troubleshoot design to ensure speed to market approval
- Gathered necessary third-party services for permit submittals, represent the client at public hearings, follow the project to completion ensuring all jurisdictional Conditions of Approval are met
- Conduct all necessary due diligence research and project milestone forecasts for projects to meet client expectations

Community Action Partnership **2011-2014**
Zoning Manager

- Responsible for the management of all funding received to ensure compliance and parameters of funding received through the collection and tracking of programmatic performance indicators and outcomes.

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- Oversaw and ensured private and public contract compliance, including CSBG, CDBG, USDA, County of Orange, OC United Way Funding, and other private, corporate, and foundation contracts.
- Prepared and completed contract reports, private and public requests for proposals, and strategic project implementation plans.
- Researched local demographic data to secure funding for program development in high-need areas of Orange County.

EDUCATION

University of California, Irvine	*Masters of Urban and Regional Planning*
University of California, Los Angeles	*Bachelor of Arts in Political Science*

MEMBERSHIPS

American Planning Association
American Institute of Certified Planners

SKILLS

Adobe Acrobat Adobe Photoshop	Microsoft Office Suite Wrike

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DAVID BLUMENTHAL, AICP

QUALIFICATION SUMMARY

David is an experienced and dedicated planner with over 20 years' of experience. He has managed complex projects including Specific Plans, Zoning Code rewrites, General Plan updates, Site Plan Reviews, Conditional Use Permits, and similar applications. He is skilled at the preparation of public notices, CEQA documentation, and staff reports. David has strong interpersonal skills and the ability to effectively communicate with elected officials, staff, and the public. David's expertise is ensuring our governmental clients comply with current State housing regulations (ADU, Density Bonus, Inclusionary Housing, SB 330and SB 9).

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental **2019- Present**

Senior Project Manager

- Prepares General Plan amendments, Zoning Code amendments, and specific plans to facilitate site development and ensure compliance with State regulations.
- Manages complex current planning project entitlement on behalf of jurisdictions. This includes analyzing projects for compliance with current code, coordinates interdepartmental review, ensure compliance with CEQA, prepares and presents staff reports to Planning Commission and City Council.
- Researches and prepares informational reports on complex planning topics to assist decision makers.
- Coordinates multidisciplinary team for residential, commercial, and industrial entitlement application submittal and processing.

City of Downey **2006-2019**

City Planner
Principal Planner
Senior Planner
Building and Safety Supervisor

- Managed Planning Division within Community Development Department. The division has an annual budget of $1.5 million.
- Responsibilities included supervising and distributing workload to the planners, monitoring changes to State law to ensure City remains in compliance, reviewing staff reports, prepare annual budget, ensuring Planning Commission agenda and packet are prepared, working with developers and property owners to ensure projects meet the quality standards expected by the City, ensure planners are coordinating their projects among the various departments, responding to customer and community complaints, and conducting performance evaluations.
- Managed complex projects, such as Specific Plans, Zoning Code rewrites, General Plan updates, Site Plan Reviews, Conditional Use Permits, and similar applications.

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- Prepared public notices, CEQA documentation, and staff reports.
- Responded to public and media inquiries and presented projects to the Planning Commission and City Council.
- Implemented new technology for use by Staff.
- Prepared and submitted applications for grant funding for various projects.
- Managed Building and Safety Division (includes Building Official, Inspectors, Permit Technicians, and Clerical Staff), set division policies, conducted staff performance reviews, reviewed invoices for payment, preparation of division budget, respond to customer inquiries and complaints at the building counters, and oversaw updates to the building code.

City of Rancho Palos Verdes **2002-2006**
Associate Planner

- Reviewed and processed current planning applications for residential and commercial projects.
- Performed analysis for compliance with city codes and potential view impacts.
- Reviewed projects for compliance with CEQA, prepared and presented staff reports to Planning Commission and City Council.
- Served as staff liaison to City's Equestrian Committee.

City of Garden Grove **1999-2002**
Associate Planner
Assistant Planner

- Reviewed and processed current planning applications for residential commercial and industrial projects.
- Performed analysis for compliance with city codes.
- Reviewed projects for compliance with CEQA.
- Prepared and presented staff reports to Planning Commission.

City of Fountain Valley **1998-1999**
Planning Intern

- Assisted planning, housing, and code enforcement staff with project research, filing, and preparation of correspondence.

EDUCATION

University of California, Irvine	*Bachelor of Arts with major in Environmental Analysis and Design*
California State University, Fullerton	*Certificate in Environmental Compliance*

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MEMBERSHIPS

American Planning Association (APA)
American Institute of Certified Planners (AICP)

SKILLS

Microsoft Office Suite (Expert) Adobe Acrobat (Expert) Adobe Photoshop (Intermediate)	ArcGIS (Intermediate)

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LAUREL REIMER, AICP

QUALIFICATION SUMMARY

Laurel has worked in both public and private sector planning since 2008. She has a clear understanding of government procedures, laws, ordinances, and zoning based on her work experience in over 100 jurisdictions throughout the West Coast. She has worked on complex projects including comprehensive General Plan updates, code amendments, active transportation plans, and various entitlements. Laurel is an engaged public speaker and writer who uses data-driven research to persuade audiences to obtain project approvals. She is an excellent project manager who effectively directs time, priorities, and teams to meet objectives.

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental ***1/2020 – Present***

Senior Project Manager

- Prepare Zoning Code amendments for public sector clients to facilitate development and ensure compliance with State regulations.
- Coordinate multidisciplinary teams to navigate the entitlement and permitting processes for residential, commercial, and industrial projects.
- Research agency ordinances, processes, timelines, and fees to develop due diligence reports, entitlement schedules, and budgets.
- Manage preparation of technical studies for entitlement and CEQA review, including Air Quality, Biological, Cultural, Geotechnical, Greenhouse Gas, Historic, Hydrology, Noise, Phase I/II, Traffic, and Water Quality Management Plans.
- Work with consultants to prepare project plans, including site plan, elevations, landscape design, on- and off-site improvements, and utilities.
- Obtain all entitlements, plan approvals, permits, and releases.

City of Santa Fe Springs ***9/2016 – Present***

Contract Senior Planner

- Provide information and assistance to developers, property owners and the public regarding laws, regulations, standards, policies, and procedures related to the submission of plans, processing of applications and implementation requirements; investigates and answers the more complex questions from the public regarding planning, zoning and environmental issues.
- Review formal applications, development proposals, CEQA documents, and construction plans to ensure compliance with city policies, ordinances, and codes.
- Draft and coordinate adoption of code amendments; singlehandedly wrote the wireless telecommunications facilities chapter of the municipal code.
- Prepare and present reports to the Planning Commission, City Council, and community groups; prepare public notices.

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- Facilitate interdepartmental coordination of planning projects and confers with personnel from other departments and agencies in coordinating work activities.
- Supervise staff involved in compiling, researching, analyzing, and evaluating planning and zoning data. Supervisory duties include interviewing, selecting, training, assigning and reviewing work, evaluating and disciplining subordinate staff, and communicating department policies and objectives to staff.
- Staff lead for the Santa Fe Springs Active Transportation Plan and First-Last Mile Plan for the Metro L Line extension Norwalk Boulevard station.
- Comprehensive General Plan and Targeted Zoning Code Update project team member.

Core Development Services ***9/2012 – 7/2016***

Senior Project Manager/Project Manager/Zoning Manager

- Managed the entitlement processes for telecommunications facilities by researching, interpreting, and applying government laws, codes, ordinances, and regulations.
- Independently launched the Portland office and oversaw all Pacific Northwest entitlements and lease negotiations.
- Went from zero market presence to securing 40 new projects within six months of office opening by leading business development, client relations, and sales.
- Managed over 300 West Coast projects and four staff while simultaneously overseeing all aspects of project life cycle.
- Delivered shovel ready projects by obtaining permit approvals and fully executed leases.
- Creatively solved problems stemming from changes in codes, public opinion and site violations while considering budgets, scheduling, and client needs.
- Presented client projects and persuaded decision makers at various public meetings.
- Achieved fastest promotion to Senior Project Manager in company history.

ADDITIONAL PUBLIC SECTOR EXPERIENCE

Clackamas County Emergency Management ***10/2008 – 9/2009***

Hazard Mitigation Specialist

- Proposed mitigation strategies to meet community resiliency and sustainability goals by writing FEMA-approved Natural Hazards Mitigation Plans for 10 cities in Clackamas County.
- Identified stakeholders, organized steering committees, and facilitated community meetings to evaluate the adequacy of community facilities and infrastructure and develop comprehensive natural hazard risk assessments.
- Reached consensus by collaborating with the community to prioritize projects.

Municipal Water District of Orange County ***4/2011 – 9/2012***

Water Use Efficiency Intern

- Determined the impact of water reduction programs through analytical statistical evaluation.
- Prepared clear and comprehensive reports for water reduction programs by organizing data using Excel and Access.

City of Villa Park ***6/2012 – 9/2012***

Planning Intern

- Reviewed plans and answered questions related to city codes, ordinances, and regulations.
- Updated planning and building documents to ensure consistency with the municipal code.

City of Brea ***6/2012 – 9/2012***

Community Development Intern

- Wrote RFPs, created outreach pieces and designed trail signage for the Tracks at Brea project.
- Researched and established a process for translating the greenhouse gas inventory into the Climate Registry.
- Facilitated tabletop discussions at neighborhood meetings.

EDUCATION

University of California, Irvine

Master of Urban and Regional Planning, 2012

University of California, Los Angeles

Bachelor of Arts in Geography/Environmental Studies, Minor in Urban & Regional Studies, 2008

CERTIFICATIONS/MEMBERSHIPS

- American Institute of Certified Planners, 2019
- American Planning Association, Orange Section Board Member, 2017 – Present
- Orange County Transportation Authority, Citizens Advisory Committee, 2013 – Present
- Association of Environmental Professionals, 2022 – Present

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NICK LAGURA, AICP

QUALIFICATION SUMMARY

Nick is an experienced professional planner with experience working for cities in both northern and southern California.

PROFESSIONAL EXPERIENCE

Sagecrest Planning+Environmental **2023 - Present**

Senior Planner (City of Mission Viejo)

- Manage routine and complex residential projects including processing new accessory dwelling units and a high-profile multi-family residential project that includes a State Density Bonus component
- Review construction documents including architectural building plans, landscaping and irrigation plans, and civil and grading plans.
- Advise architects, engineers, developers, contractors, realtors, business owners, and homeowners regarding planning and zoning policies and regulations as related to the city's development review process.

2022-2023

City of Garden Grove

Urban Planner

- Manage routine and complex residential projects including processing new accessory dwelling units and a high-profile multi-family residential project that includes a State Density Bonus component
- Review construction documents including architectural building plans, landscaping and irrigation plans, and civil and grading plans.
- Advise architects, engineers, developers, contractors, realtors, business owners, and homeowners regarding planning and zoning policies and regulations as related to the city's development review process.

City of Mission Viejo **2018-2022**

Associate Planner

- Manage routine and complex commercial, residential, and industrial projects while processing various entitlements including General Plan Amendments, Zone Changes, Conditional Use Permits, Planned Development Permits, Variances, and Special Permits.
- Ensure project compliance with State environmental review (CEQA) requirements and processes including requirements from State and local regulatory agencies and California Native American tribes.
- Research, collect, and analyze data; review transportation impact reports, noise studies, biological and cultural resource assessments, and other technical reports in order to ascertain project environmental impacts.

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- Review construction documents including architectural building plans, landscaping and irrigation plans, and civil and grading plans.
- Prepare professional correspondences, memos, staff reports, and graphic displays.
- Give presentations and staff recommendations to Design Review Committee, Planning Commission, and City Council.
- Advise architects, engineers, developers, attorneys, contractors, realtors, business owners, and residents regarding planning and zoning policies and regulations as related to the city's development review process.
- Work on special projects including grant writing and administration (LEAP and PLHA Grant Programs), coordinate and review work by professional consultants, and coordinate review of development proposals by staff from other city departments and outside agencies, ensuring timely and responsive service.
- Update and maintain a status report consisting of current development entitlement applications and capital improvement projects for the Planning and Transportation Commission; assist preparation and setup of Planning and Transportation Commission meetings as needed.
- Assist various customers, including business owners and residents, in order to process discretionary permit application submittals and coordinate pre-application meetings.
- Train and mentor new and less experienced planners, building permit technicians, code enforcement officers, and supervise administrative staff.
- Work with Code Enforcement and Building Services personnel and the Sheriff's Department to respond to and resolve difficult and sensitive inquiries and complaints.

City of Citrus Heights **2004-2017**

Associate Planner

- Job description and experience as Associate Planner with the City of Citrus Heights is almost identical to job description and experience as Associate Planner with the City of Mission Viejo.

City of Citrus Heights **2001-2004**

Assistant Planner

- Managed routine projects and processed various entitlements including Tentative Maps, Conditional Use Permits, Planned Development Permits, Variances, and Special Permits.
- Ensured project compliance with State and Federal environmental review (CEQA and NEPA) requirements and processes.
- Reviewed construction documents including architectural building plans, landscaping and irrigation plans, and civil and grading plans.

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- Prepared correspondences, memos, staff reports, and graphic displays, and presented planning and zoning matters including findings and recommendations to the Planning Commission and City Council.
- Advised architects, engineers, developers, attorneys, contractors, realtors, business owners, and residents regarding planning and zoning policies and regulations as related to the city's development review process.
- Coordinated planning tasks with other staff from different departments and outside agencies.
- Worked with code enforcement personnel to resolve zoning violations and neighbor disputes.
- Assisted various customers, including business owners and residents, in order to process application submittals and coordinate pre-application meetings.

City of San Jose **2000-2001**

Planner I

- Job description and experience as Planner I with the City of San Jose is identical to job description and experience as Assistant Planner with the City of Citrus Hills.

EDUCATION

San Francisco State University — *Bachelor of Arts Degree in Urban Studies*

MEMBERSHIPS

American Planning Association
American Institute of Certified Planners (Certification No. 29913)

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SIMIN ZAKAVAND

QUALIFICATION SUMMARY

Simin Zakavand is an Assistant Planner who has experience working in the City of Westminster. Simin works well in a group and is proficient in Microsoft office, ArcGIS, AutoCAD, Sketchup, and InDesign. These skillsets help her to seamlessly integrate into a work setting and assist with any tasks assigned to her.

PROFESSIONAL EXPERIENCE

Sagecrest- City of Westminster **May 2021-Present**

Assistant Planner

- Review preliminary and site plan reviews for compliance with the city's development standards.
- Interpret the city zoning code to the public at the Planning Counter.
- Maintain record filing and organization of planning files.

Team Fishel Company **August 2019-April 2021**

Engineering Supervisor

- Planning the project by estimating costs, materials, time, and completing walk-through with the team and client
- Assigning task to the team, and quality controlling the plans created by them before submitting to agencies
- Managing deadlines, cost, and sales of the projects in order to make profit
- Managing purchase order, change order, and preparing invoices and progress billing for client and office staff
- Maintain contact with clients and prepare multiple reports for them and office staff

Team Fishel Company **June2016-August 2019**

Designer/AutoCAD Drafter

- Fielding and surveying the job sites to collect data for the engineering drawings
- Designing construction plans and underground conduit for fiber optic cable using AutoCAD
- Designing inside and outside plant for telecom industry in public right-of-way and private property
- Preparing construction and permit packages for encroachment permits, Traffic Control and specialty permits (e.g., UPRR, Caltrans, etc.), to the various city, county, state and local municipalities

UCI Capstone Project – Client: Place Works **September 2019-June 2020**

Researcher

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My research project addresses the question of how planning and design influence walkability in suburbs and provides recommendations for designing walkable community in The District neighborhood located at city of Tustin, CA. I developed several quantitative measures of built environment and utilized these measures to analyze the planning and design strategies. In addition, best practices study and observation of The District neighborhood were conducted and analyzed.

City of Mohammadiyeh, Qazvin, Iran **October 2013-June 2014**
City Planning Intern

- Updating current AutoCAD maps of the city
- Assisting with fielding and collecting data for GIS database
- Preparing codes, digits and geographic features into the GIS database
- Preparing and exporting required maps for a comprehensive plan of Mohammadiyeh

EDUCATION

International University of Qazvin, Iran	Bachelor of Science, Urban Development Engineering
University of California, Irvine	Master of Urban and Regional Planning

Honors & Awards:

MURP Impact Award, UC Irvine, Department of Urban Planning and Public Policy, 2020

- *Awarded for outstanding contributions to the community and planning profession*

Academic Excellence Award, International University of Qazvin, 2013

SKILLS

Proficient in Microsoft office, ArcGIS, AutoCAD, Sketchup, and InDesign.
Languages: English, Persian

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KELLY RIBUFFO

QUALIFICATION SUMMARY

Kelly is a planning professional with over ten years of continuous experience in municipal planning. Her specialties include comprehensive entitlement review for residential, commercial, and institutional development and design review for historic properties from the late 19th to mid-20th century.

PROFESSIONAL EXPERIENCE

Sagecrest Planning + Environmental **June 2022 - Present**

Project Manager

- Manages entitlement applications and prepares CEQA documents for client projects.
- Manages preparation of technical studies to support CEQA review, including Air Quality, Biological, Cultural, Geotechnical, Greenhouse Gas, Historic, Hydrology, Noise, Phase I/II, Traffic, and WQMP.
- Coordinates with clients, City staff, subconsultant teams to facilitate processing of complex development projects.
- Peer review of CEQA documents and associated technical studies.

City of Orange **July 2014 – June 2022**

Associate Planner – Historic Preservation

Orange is a mid-sized city in Southern California with a historic commercial core. I staff both the Current Planning and Historic Preservation sections of the Community Development Department, providing comprehensive planning, design, and environmental review for all types of development projects inside and outside of the city's historic districts.

- Reviews development applications throughout the city, including multifamily residential, commercial infill, conditional use permits, variances, zone changes, site plan reviews, and administrative design reviews.
- Provides specialized design review of historically designated properties for compliance with the City's historic preservation design standards, with properties ranging from the late 19th to mid-20th century period.
- Coordination of development project review with other City departments through the internal staff review committee.
- Prepares staff reports, including recommendations and resolutions/ordinances, for presentation before the Design Review Committee, Planning Commission, and City Council.
- Reviews historic, archaeological, and environmental technical reports and performs cultural resources survey work as needed.
- Designated staff planner responsible for processing all development applications related to Chapman University, located within the Old Towne National Historic District.
- Administers the City's Mills Act Tax Exemption program for qualified historic properties.

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City of Lake Worth Beach **March 2012 – June 2014**

Preservation Planning Coordinator

Lake Worth, now Lake Worth Beach, is a small city of approximately 40,000 residents in southeast Florida. I acted as historic preservation officer, providing planning support and project management for the city's six local historic districts, including three National Register historic districts and three individually-listed National Register properties.

- Designated zoning reviewer and project manager for all planning and zoning actions involving local historic properties throughout the City, including site plans, variances, conditional use permits, and certificates of appropriateness for residential and commercial properties.
- Prepared and presented staff reports to the Historic Resources Preservation Board and City Commission.
- Provided customer service at the public counter answering phone calls, emails and in-person questions concerning zoning, entitlements and historic preservation.
- Certified Local Government coordinator and administrator of the City's Historic Ad Valorem Tax Exemption program.
- Participated in preparation of amendments to the City's Land Development Regulations (LDRs) and Comprehensive Plan.

National Park Service – Alaska Regional Office **June 2011 – September 2011**

Historian

Hired by the Alaska Regional Office as part of the National Register Initiative program. Two projects were completed during the course of the job. The first was a Determination of Eligibility (DOE) for the Mission 66 employee residences at Glacier Bay National Park and Preserve. The second was the complete draft for a National Register nomination to expand the headquarters historic district at Denali National Park and Preserve. Both projects require on-site field visits and recordation, as well as in-office report writing in a professional office setting.

Crater Lake National Park **June 2010 – August 2010**

Historian

Hired in summer 2010 as the Hartell Intern for Historic Preservation. Under the supervision of park historian Steve Mark, two independent research projects were undertaken. The first project was a condition assessment of the Mount Scott Fire Lookout, built in 1952. The second project was a comprehensive survey of extant Mission 66 resources within the park boundaries, with basic descriptions and preliminary recommendations for future maintenance and preservation.

Southarc, Inc. **July 2007 – July 2009**

Archaeological Technician

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Archaeological job responsibilities included performing Phase I shovel test surveys, Phase II and III archaeological excavations, research utilizing library and internet resources, artifact cataloging and analysis, completing compliance paperwork for the State Historic Preservation Office (SHPO), and some technical report writing. Further historic preservation job responsibilities included conducting historic architectural surveys and making determinations of eligibility for the National Register.

EDUCATION

University of Oregon	*Master of Science in Historic Preservation*
University of Florida	*Bachelor of Arts in Anthropology*
	Bachelor of Arts in Asian Studies

MEMBERSHIPS

Association of Environmental Professionals

SKILLS

Microsoft Office Suite
Granicus/Legistar
Superion TrackIT Permit Software
Architectural Plan Review
Archaeological and Environmental Technical Review

CERTIFICATIONS

Meets the Secretary of the Interior's Professional Qualification Standards for Historic Preservation Professionals in the disciplines of History and Architectural History

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ALEJANDRO DE LOERA

QUALIFICATION SUMMARY

Alejandro is a professional and diligent planner with approximately three years' experience in the public sector. He has excellent communication skills and is well versed in public speaking and presenting to the public, staff, and Planning Commission. Alejandro is adept at assuring plans are in compliance with municipal code, and various city plans. These skillsets help him to seamlessly integrate into a work setting and tackle tasks assigned.

PROFESSIONAL EXPERIENCE

Sagecrest Planning + Environmental **Present**

Assistant Planner

Planning Services: Cities of Alhambra, Buena Park, Santa Fe Springs, and Perris

- Reviews ADU submittals for city and state compliance
- Leads development meetings and provides status reports
- Processes parking variances, CUPs, and wireless telecom modifications
- Prepares and presents Planning Commission items
- Assists in research and writing code for zoning code amendments

Development Services

- Coordinates with architects and civil engineers for development of plans to be submitted for entitlements
- Reviews plans to ensure compliance with the zoning code

City of El Monte **2021- 2022**

Planning Technician

- Lead designer of ArcGIS mapping services for the city
- Researches and analyzes statistical data for map generation
- Participates and serves on interdepartmental committees

City of El Monte **2020**

Planning Intern

- Reviewed business licenses, plan sets, and preparation of public notices
- Conducted weekly community outreach
- Provided assistance to the public at the planning counter

City of Claremont **2020**

Planning Intern

- Supported staff and public with planning development projects
- Responded to public inquiry and records requests
- Researched and assisted in due diligence reports focused on ADUs, and bike lanes

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EDUCATION

CA State Polytechnic University, Pomona	*Bachelor of Science in Urban and Regional Planning*

CERTIFICATION AND SKILLS

Adobe Acrobat ArcGIS Illustrator InDesign	Lumion Microsoft Office OpenGov Photoshop

MEMBERSHIPS

American Planning Association

LANGUAGES

Fluent in English, Spanish, and conversational German

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SARAH ZUGHAYER

QUALIFICATION SUMMARY

Sarah is a dedicated Planner with experience in residential, commercial, and industrial projects. She is skilled in research, due diligence, and comprehension of various municipal codes; and has strong organizational and communication skills and is an effective public speaker.

PROFESSIONAL EXPERIENCE

Sagecrest Planning + Environmental **2022-Present**

Assistant Planner (City of Riverside)

- Manage a wide range of development entitlement applications, including but not limited to Minor Conditional Use Permits, Design Reviews, Conceptual Development Reviews and other related planning applications.
- Lead Development Review Committee meetings with City Staff, property owners and applicants.
- Support Current Planning staff with plan checks, property zoning and other planning related research.
- Assist customers at the City's One Stop Shop Planning Counter and convey Title 19 (Zoning) standards and regulations.
- Conduct property historic records search.
- Utilize Posse permitting software for both entitlement and plan check projects.

Assistant Planner (City of Buena Park)

- Review ADU's for compliance with local and state law.
- Provide plan check corrections and correspondence for applicants through Buena Park's online permitting portal.
- Conduct bi-weekly staff meetings regarding the status of projects.

Assistant Planner (City of Lake Forest)

- Provided customer service to the public with zoning, development standards, local laws, and property history records at the counter and over the phone.
- Utilized Ener-Gov to intake applications and process planning permits.
- Reviewed site plans, architectural drawings and maps to ensure consistency with the Lake Forest Municipal Code's development standards.
- Prepared public notices and mailings for projects requiring Public Hearings.
- Processed various entitlements including Conditional Use Permits, ADUs, Entertainment Permits, Changed Plans, and Site Development Permits.

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Core Development Services **2021-2022**

Land Development Manager

- Prepared Entitlement applications to jurisdictions in accordance with projected forecast dates.
- Analyzed local zoning ordinances to make zoning and design recommendations for wireless facilities.
- Reviewed redlined construction drawings to ensure compliance with public agencies and clientele.
- Maintained a personal site tracker in Microsoft Excel to provide status updates for project managers.

2021

Art Rodriguez Associates

Planning Intern

- Processed land use entitlements, conduct site research, prepare due diligence and findings reports for various cities in California under supervision of the Senior Planner.
- Researched local and state laws, policies, and codes that pertain to obtaining Conditional Use Permits and liquor licenses for clients.
- Authored public convenience necessity letters for alcohol license applications to Alcohol Beverage Control.
- Assisted with office protocols by maintaining paperwork, handling incoming calls and email correspondence, and data entry.

Painted Earth **2015-2020**

Art Instructor

- Created four-week lesson plans for student summer art projects featuring a variety of creative art media including: canvas painting, ceramics, and glass fusing.
- Designed seasonal display windows and merchandizing for studio storefront.
- Assisted store managers by training new employees on store operations, instructing classes, policies, and protocols.
- Key holder who managed closing and opening operations including cash handling.

Starbucks **2016**

Barista

- Provided exceptional customer service by completing tasks in a timely manner while working with a team in a fast-paced environment.
- Created handcrafted drinks and demonstrated knowledge about coffee pairings to customers.

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EDUCATION

California Polytechnic University, Pomona	*Bachelor of Science with major in Urban and Regional Planning with an emphasis in Resiliency, Sustainability, and the Environment* *Minor in Art History and Regenerative Studies*

MEMBERSHIPS

American Planning Association

SKILLS

Ener-Gov	SketchUp
App Xtender	Microsoft Office
Adobe Acrobat	Posse
Adobe Photoshop	Laserfische

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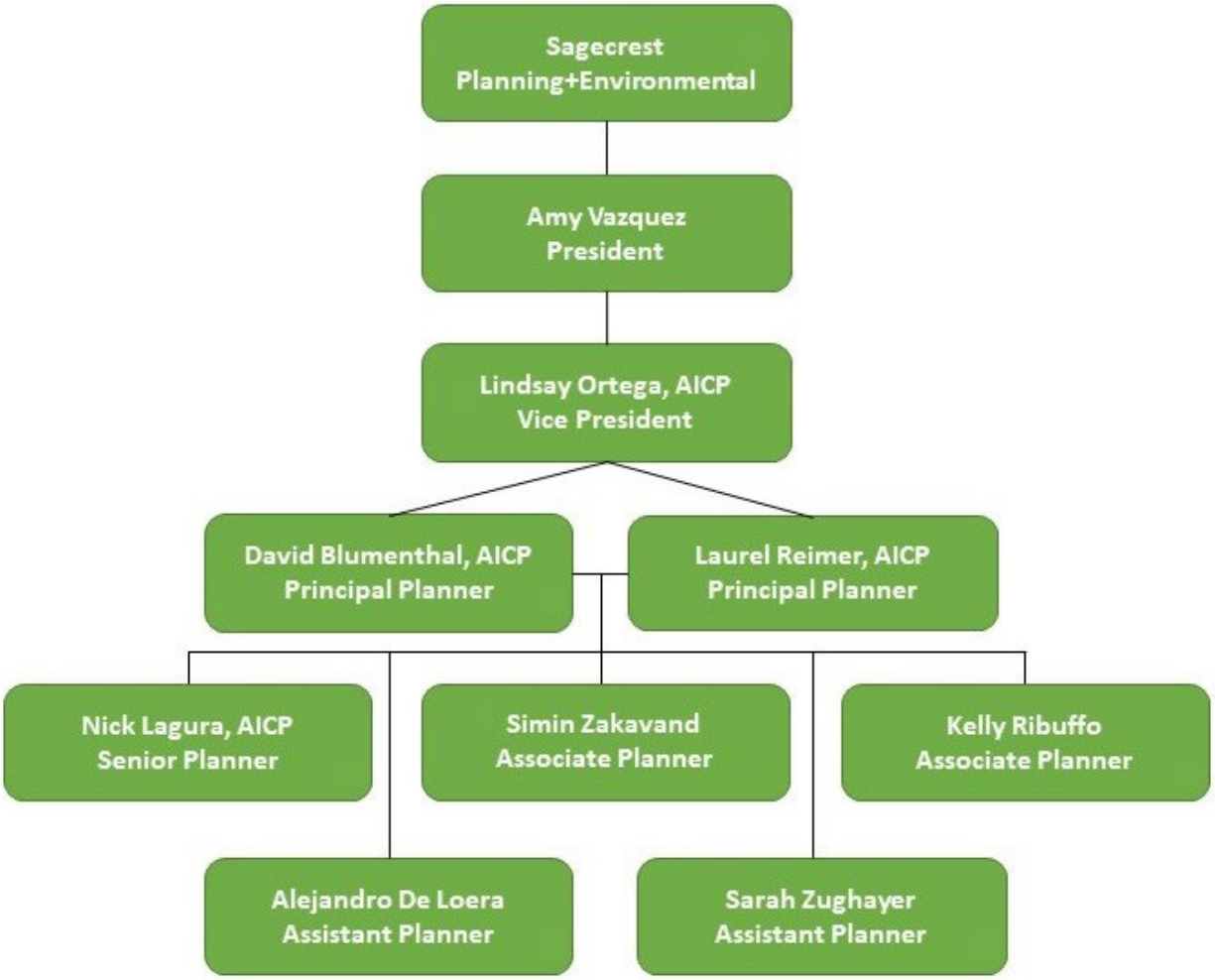
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D. ORGANIZATIONAL CHART

The proposed Organizational Chart reflects the titles and management contacts of key personnel assigned to provide services under this Proposal. Pursuant to the restrictions of the RFP, key personnel identified in the Organizational Chart shall remain during the term of the agreement.



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TRANSITION PLAN

In the event there are proposed changes in key personnel during the term of the agreement*, Sagecrest proposes the following transition plan be implemented:

- Sagecrest will inform the designated Contract Officer in writing as soon as feasible (with a goal of two-week notice) regarding any unanticipated changes in key personnel beyond our control.
- Sagecrest will coordinate with the Contract Officer to reallocate active projects/activities as needed to ensure that there is no gap in service to the City and applicants.
- Sagecrest will pre-screen potential new key personnel that fit criteria for vacant position to ensure a fit with organization goals and staffing needs.
- The City/Contract Officer may, at their discretion, interview proposed new key personnel to confirm approval before assigning new key personnel.
- Sagecrest will prepare a written agreement to formalize the modification of the contract key personnel list and organization chart and submit to the Contract Officer for final approval.
- Sagecrest will arrange on-boarding internally and with City staff, and reallocation of existing projects and duties as needed.

* Circumstances may include, but are not limited to, City request, resignation of staff, unanticipated emergencies, or similar situations.

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E. REFERENCES

The team at Sagecrest includes a collaboration of managing principals and staff who have extensive experience in performing work of a similar nature to that solicited in this request for services. Three (3) planning services references are provided. Additional references are available upon request.

Assignment	Term/Project	Location/Client	Client Contact
On-Call Planning Services	July 2017-present	City of Santa Fe Springs	Wayne Morrell Director of Planning (562) 868-0511 waynemorrell@santafesprings.org
On-call planning services			
On-Call Planning and Environmental Services	April 2020 – Current	City of Costa Mesa	Jennifer Le, Director of Economic and Development Services (714) 754-5278 Jennifer.Le@costamesaca.gov
On-call planning and environmental services			
On-Call Planning Services and Various Code Amendments	August 2017-Present	City of Newport Beach	Jim Campbell Deputy Community Development Director (949) 644-3210 jcampbell@newportbeachca.gov
On-call planning services			

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F. PROJECT UNDERSTANDING

Sagecrest utilizes our extensive experience and knowledge to find practical solutions to meeting our client's needs. Our staff has extensive professional planning experience in the public sector, giving them a unique and thorough understanding of the needs of our municipal government clients. Our approach is to work with City staff and decision makers to ensure the compliance not only with Federal and State regulations but also with local regulations and policy objectives.

We are pleased to submit this proposal to the City of Laguna Hills for on-call Planning Support Services. Based on the list of services in the RFP, the following scope is provided to summarize the services we are qualified to provide:

- Process zoning verifications and various ministerial permits (i.e. temporary use permits, sign permits, etc.), home occupation certificates; receive/intake planning applications.

- Perform plan check functions for various projects; review building permit applications for compliance with applicable zoning standards, regulations, policies, approved development plans, and conditions of approval.

- Serve or assist as the project coordinator for discretionary applications (i.e. site development permits, use permits, variances, zone text amendments, zone changes, general plan amendments, and general municipal code amendments) including application and plan review, coordination with other City departments and/or outside agencies, correspondence with applicants, background research, ensuring compliance with the California Environmental Quality Act (CEQA), and monitoring of project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures.

- Prepare or assist with the preparation of technical planning staff reports, ordinances/resolutions, legal notices, CEQA documents, and presentations.

- Participate in public hearings and presentations; prepare and present written and oral reports to community groups, Planning Agency, and City Council; develop recommendations and resolutions of determination; serve as staff support and liaison to the Planning Agency; occasionally attend evening and weekend meetings.

- Conduct research independently on various land use and planning issues.

- Conduct field evaluations and assessments to ensure projects comply with zoning codes, design regulations, and approved plans.

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ADDITIONAL SERVICES

Historic and Cultural Resources: The Sagecrest team includes Kelly Ribuffo as a historic preservation expert. Kelly has over fifteen years of experience in cultural resources management, including over ten years of specific experience in historic preservation planning for local government. Kelly also meets the Secretary of Interior's Professional Qualification Standards in the disciplines of History and Architectural History.

Historic resources services Sagecrest is qualified to provide in-house include:

- Mills Act Program management, including application review, database management, site inspections, and coordination with the Orange County Assessor.
- National Register application support, including application review and coordination with the state Office of Historic Preservation.
- Attend meetings and provide in-house trainings on historic preservation regulations and programs for City staff.
- Mitigation monitoring and reporting for CEQA and NEPA compliance.
- Develop or improve handouts and procedures on historic preservation topics for City staff and the public.
- Peer review of historic and cultural resources assessments prepared by outside consultants.
- Prepare reports and memorandums for review by City staff and decision-making bodies on individual resource and project-specific topics.

Planning Counter Staffing: Sagecrest can provide customer service support at City Hall for residents and applicants. Tasks may include, but are not limited to, answering basic planning and zoning questions over-the-counter and follow-up research as needed.

STAFFING APPROACH

Because of our extensive experience and focus on providing planning staff to public agencies, Sagecrest is uniquely qualified to deliver high-quality planning services. We have assembled an exceptional team of experienced planners. Our staff has professional planning experience in the public sector, giving them a unique and thorough understanding of the processes and the challenges faced by planning departments. We employ highly qualified and experienced professionals whose skills, qualifications and previous responsibilities are a strong match to the needs of the City of Laguna Hills. We ensure this high level of quality by employing the following practices:

- Our management teams interviews proposed staff before they are assigned to work on a project.

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- Our planners have experience working for public agencies prior to working with us, allowing them to integrate seamlessly into department operations.
- We know that our reputation is our most valuable asset. With that in mind, we do not overcommit our staff and only accept work that our staff has the qualifications to perform.
- Our staff maintains ongoing professional development and we provide extensive training in project management, land use law, California Environmental Quality Act (CEQA), writing and public presentation skills.

Sagecrest will always coordinate with City staff to ensure contract planners have the appropriate level of experience for complexity of projects and tasks assigned.

PROJECT MANAGEMENT

Per the RFP, the City's Senior Planner will serve as a dedicated project manager that will act as the single point of contact and as the contract officer for these services. Additional project oversight will be provided by the Community Development Director and the City Manager.

Amy Vazquez will serve as primary point of contact for management and contract-related matters on behalf of Sagecrest. Lindsay Ortega will provide additional executive-level contract support. David Blumenthal and Laurel Reimer will provide supervisory support for all assigned contract planners.

Sagecrest is based in San Juan Capistrano, where staff maintain regular office hours, and are accessible as needed for in-person or remote meetings with City staff and applicants. Regular office hours at City Hall may also be established with prior arrangement between Sagecrest and the City.

Please refer to Section G. Communication Plan, for additional information on the proposed methods/frequency of communication between Sagecrest and City staff.

CITY RESOURCES/ASSISTANCE

Sagecrest will provide the following equipment/resources for all assigned contract personnel:

- Transportation to and from City Hall/meeting locations
- Individual laptops with Microsoft 10 operation system, Microsoft Office Suite and Adobe Acrobat Pro software
- Communication through Sagecrest email, phone, and Microsoft Teams

The City will provide the following resources to contract personnel:

- Assignment of City email and phone number, if desired, for communication with City staff and applicants.

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- Workspace/office space in City Hall when in-person meetings or staffing is required.
- Access to secure VPN, or City computer if use of personal computer is not permitted by City IT security protocols.
- Access to internal software systems needed to complete assigned tasks, including but not limited to such as building permit review software, agenda software, archive systems, ArcGIS, etc.
- Reprographics, postage, or other office supplies needed to complete assigned tasks, unless otherwise approved for reimbursement by the Contract Officer.

QUALITY AND SCHEDULE CONTROL

Sagecrest reliably meets departmental standards, including quality of work products, courtesy and accessibility, accuracy of reports and information given to the public, and responsiveness. We proactively manage our caseload to ensure that all projects stay on schedule and in accordance with the City's adopted timelines. We coordinate with various City departments for comments and build relationships with department representatives to ensure good communication and coordination is maintained throughout the life of each project.

The Sagecrest team includes planners at all levels of experience who work collaboratively to manage projects for our clients. Project planners are provided executive-level support by Amy Vazquez and Lindsay Ortega to ensure timely preparation and quality control of project deliverables as needed. Administrative assistants provide support to ensure timely invoicing.

We understand the importance to the City and to applicants of maintaining established timelines. In the event that a project schedule is impacted by delays within or beyond our control, Sagecrest has the capacity to reallocate staff from within our larger team of 20+ contract planners to provide additional resources to ensure timely delivery of project deliverables.

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G. COMMUNICATION PLAN

Sagecrest ensures we have a clear understanding of expectations and maintain consistent communication with our clients. We are based in San Juan Capistrano, where staff maintain regular office hours, and are accessible as needed for in-person coordination or remote meetings with City staff and applicants.

Staff are available via phone, email, and Microsoft Teams/remote meeting services during business hours. Meetings outside of business hours, such as for public meetings, will be arranged in advance with the Contract Officer or other designated City staff.

Progress updated on assigns projects and tasks can be given at the frequency desired by City staff, with a recommended frequency of weekly or bi-weekly as needed based on the complexity and/or sensitivity of the project.

Sagecrest recommends that a regular meeting time be established, either weekly or bi-weekly, to assist in allocation of projects/tasks and give contract staff an opportunity to ask code/policy related questions and coordinate responses with City planning staff.

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H. COMPENSATION/PAYMENT SCHEDULE

Please refer to the sealed envelope for Sagecrest's proposed fee schedule.

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I. CERTIFICATE OF INSURANCE

Sagecrest has reviewed the City's insurance requirements provided in the RFP and Sample Professional Services Agreement. Sagecrest will comply with all aspects of the requirements without the need for change.

Please find below a signed copy of Attachment 2, Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Services.

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City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Amy Vazquez
Name (Please Print or Type)

By: President
Consultant's Signature & Title

Date: 3/16/23

SAGECREST PLANNING AND ENVIRONMENTAL CORPORATE SEAL 2020 CALIFORNIA

This executed form must be submitted with proposal.

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J. CERTIFICATION OF PROPOSAL

Please find below a signed copy of Attachment 3, Certification of Proposal to the City of Laguna Hills.

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ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

Attachment: Attachment B – Professional Services Agreement with Sagecrest Planning and Environmental, Inc. (3204 : Award of Four Professional

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from February 7, 2023.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 10th day of March, 2023, at San Juan Capistrano, California.

Name of Proposer: Sagecrest Planning + Environmental

By: _____
(Authorized Signature)

Type Name: Amy Vazquez

Title: President

Date: 3/16/23

SAGECREST PLANNING AND ENVIRONMENTAL CORPORATE SEAL 2020 CALIFORNIA

Attachment: Attachment B – Professional Services Agreement with Sagecrest Planning and Environmental, Inc. (3204 : Award of Four Professional

SAGECREST
PLANNING + ENVIRONMENTAL

H. COMPENSATION/PAYMENT SCHEDULE

(Revised: May 24, 2023)

Sagecrest acknowledges that compensation will be made at the fees and schedule contained in the provided Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Sagecrest and the City. There will be no adjustable fee schedules at the sole discretion of the firms, nor inclusive of any automatic CPI fee increases, or other forms of automatic fee increases embedded in footnotes, etc. Rates should be set for the full term of the contract, with the PSA including the Section 2.3 Optional CPI Adjustment provision.

Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel as identified below:

Position	Hourly Rate
Planning Director	$220.00
Planning Manager	$200.00
Principal Planner	$160.00
Senior Planner	$140.00
Associate Planner	$120.00
Assistant Planner	$90.00
Planning Aide	$80.00
Minutes Clerk/Planning Administration	$60.00

Reimbursable Expenses: Expenses incurred will be billed at actual costs plus hourly rate, if applicable. Reimbursable expenses include, but are not limited to, reprographics, postage, certified mailings, office supplies such as Compact Discs and flash drives, and application filing fees. Approval for necessary expenditures shall be requested in advance from the City's designated Contract Officer.

Meeting Attendance: Sagecrest acknowledges that time and/or expenses for travel to and from meetings and presentations will not be reimbursed as a separate expense.

Attachment: Attachment B – Professional Services Agreement with Sagecrest Planning and Environmental, Inc. (3204 : Award of Four

PROFESSIONAL SERVICES AGREEMENT
T & B Planning, Inc.
(On-Call Planning and Environmental Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 1st day of July 2023, 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 T & B PLANNING, 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 professional services, on an as-needed and on-call basis, of a qualified full-service planning consulting services firm for the purpose of assisting the City with discretionary entitlement processing, advanced planning, and discretionary case environmental review, which professional planning services will include but not be limited to land use planning, municipal code compliance, development application and plan check review services, land use entitlement processing, environmental review, project management and community development services, as well to provide the City with other on-call land use application review, zoning code compliance, and planning and support services that may be required on an as-needed basis (the "Project").

B. In response to City's Request for Proposals, dated February 7, 2023, Consultant has submitted to City a proposal, dated March 17, 2023, to provide professional on-call environmental review services, as well as a full range of other as-needed consulting environmental review, compliance, and land use planning and support services that may be required on an on-call basis, 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 professional land use and environmental consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional consulting services for the Project.

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:

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

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 professional planning and environmental review consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated March 17, 2023, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated March 17, 2023 ("Consultant's Proposal") and submitted to City, which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and, (2nd) the provisions of the Consultant's Proposal (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,

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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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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

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Maximum Contract Amount, as defined below, 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 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, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2023 through June 30, 2025). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change

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in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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

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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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2023 and ending on June 30, 2028, unless extended by mutual agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Les Johnson**. 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

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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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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

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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

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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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or

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until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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.

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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

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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.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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.

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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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and

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the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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

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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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

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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
To Consultant:	T & B Planning, Inc. Attention: Tracy Zinn, President/CEO 3200 El Camino Real, Suite 100 Irvine, California 92602 Telephone: (714) 505-6360

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

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

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
T & B Planning, Inc., a California corporation

By:
TRACY ZINN,
President/ CEO

By:
NICOLE MORSE, ESQ.,
Vice President

1770344.1

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL PLANNING AND ENVIRONMENTAL REVIEW SERVICES

DATED: MARCH 17, 2023

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

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ORIGINAL

PROPOSAL FOR

ON CALL PLANNING SUPPORT SERVICES



Prepared For: City of Laguna Hills
Prepared By: T&B Planning
March 17, 2023

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Cover Letter



Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Irvine, CA | San Diego, CA | Murrysville, PA
3200 El Camino Real, Suite 100 | Irvine, CA 92602 | p 714.505.6360

March 17, 2023

Jay S. Wuu
Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

RE: Request for Proposal - On-Call Planning Support Services

Mr. Wuu,

T&B Planning, Inc. is pleased to submit this proposal in response to the Request for Proposals (RFP) for the On-Call Planning Support Services. T&B Planning, Inc. is a planning and environmental consulting firm with extensive experience in providing high-quality services to local government agencies and private clients.

T&B Planning has a proven track record of successfully providing planning and environmental services for a variety of projects, including land use planning, development permitting, and environmental review. Our team is dedicated to ensuring that all projects are completed in compliance with local and state regulations while also meeting the needs and objectives of our clients.

At the helm of our planning division services is Les Johnson, an accomplished Director with over 28 years of experience in municipal planning, management, and business assistance. His extensive knowledge has been honed through numerous complex master planning development projects. Brady Woods, our Development Project Manager, brings over 20 years of experience in municipal planning and land use consulting. He has prepared and processed a broad range of planning policy documents and entitlement applications. Mr. Johnson and Mr. Woods would both be directly involved in providing the planning support services the City of Laguna Hills is requesting.

We are confident that T&B Planning has the necessary qualifications and experience to provide the highest level of professional services to the City of Laguna Hills. We are excited about the opportunity to work with the City on this important project and look forward to the possibility of discussing our proposal further. Please do not hesitate to contact Les Johnson at ljohnson@tbplanning.com if you have any questions.

Sincerely,
T&B Planning, Inc.



Tracy Zinn
President/CEO
714.397.4224

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Company Data

B

COMPANY DATA

1. Official name and address.

   T&B Planning, Inc.
   Corporate Office: 3200 El Camino Real, Suite 100, Irvine, CA 92602

2. Name, address, and telephone number of the Proposer's primary point of contact.

   Les Johnson
   3200 El Camino Real, Suite 100, Irvine, CA 92602
   Work: 714.505.6360 Ext.111
   Cell: 760.275.2487

3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.

   The company is a California "S" Corporation, Women's Business Enterprise (WBE).

4. Federal Employer I.D. Number.

   27-0964498

5. The address, telephone numbers and authorized email addresses of each of your firm's locations.

   Irvine - 3200 El Camino Real, Suite 100, Irvine, CA 92602, (714) 505-6360
   San Diego - 4909 Murphy Canyon Road, Suite 405, San Diego, CA 92123, (619) 501-6041
   Murrysville - PO Box 438, Murrysville, PA 15668, (724)-327-3760

6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.

   T&B Planning is owned by Tracy Zinn, AICP and Nicole Morse, Esq.

7. Number of years Proposer has been in business under the present business name.

   T&B Planning, Inc. is a privately-held consulting firm founded in 1974.

8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.

   T&B Planning, Inc. has been providing planning services for the past 49 years, since it was founded in 1974.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

9. All comparable contracts entered into during the last five (5) years, completed or not.

Contracts of 2023 and 2022

Date	Project Name	Client Name	Lead Agency	Project Manager	Scope of Work	Project Description	Size of Project
Jan-23 -	701 South Myrtle Ave.	Blake Griggs Properties	City of Monrovia	Les Johnson/Xiaofan Li	Entitlement & Specific Plan & CEQA	Mixed-Use	1.6 AC
Jan-22 -	22740 Temescal Canyon Road Warehouse	North Palisades Partners	County of Riverside	Tracy Zinn	Entitlement & CEQA	Warehouse	12.8 AC
Feb-22 -	MFBC Buildings 15	Majestic Realty	County of Riverside	Tina Prater/Brady Woods	Development Services	Warehouse	5.8 AC
Mar-22 -	MFBC Buildings 19	Majestic Realty	County of Riverside	Tina Prater/Brady Woods	Development Services	Warehouse	19.5 AC
Mar-22 -	MFBC Buildings 21 & 22	Majestic Realty	County of Riverside	Tina Prater/Brady Woods	Development Services	Warehouse	15.0 AC
Mar-22 -	San Manuel Master Plan Update	San Manuel Band of Mission Indians	City of Highland	Les Johnson	Planning & Zoning	Master Plan for Tribal Land	1,100 AC
Mar-22 -	Fairway Canyon SP	Meritage Homes	City of Beaumont	Joel Morse	Specific Plan Amendment	Residential	213.0 AC
Mar-22 -	Esplanada SP Amendment	LGI Homes	City of San Jacinto	Joel Morse	Specific Plan Amendment	Residential	228.0 AC
Apr-22 -	Otay Mesa 200	Sunroad Enterprises	County of San Diego	Tracy Zinn	Due Diligence	Warehouse	187.4 AC
Apr-22 - Dec-22	Winchester Hills-SP293-A5-SC8	Foremost Pacific Group	Riverside County	Joel Morse	Due Diligence & Entitlement & CEQA & Planning and Zoning	Residential	2840.7 AC
Jun-22 -	Waterman Avenue	Western Realco	City of San Bernardino	Tracy Zinn	Due Diligence & Entitlement & CEQA	Warehouse	6.8 AC
Jul-22 -	Perris Optimus Parking Lot	Western Realco	City of Perris	Tracy Zinn	Entitlement & CEQA	Warehouse	6.5 AC
Jul-22 -	Ontario Ranch I	Sares Regis Group	City of Ontario	Les Johnson	Entitlement & Specific Plan	Master Plan	148.0 AC
Aug-22 -	Skyline Heights	Richland Communities	City of Corona	Tina Prater	Development Services	Residential	270.8 AC
Aug-22 -	Killefer School	Chapman University	City of Orange	Tina Prater/Brady Woods	Entitlement & Development (Post Entitlement)	Educational/Institutional	0.04 AC
Aug-22 -	Dolwani Casmilia	City of Rialto	City of Rialto	Tracy Zinn	Entitlement & CEQA	Industrial/Manufacturing	12.5 AC
Sep-22 -	San Marcos Industrial Park	CapRock	City of San Marcos	Emilie Colwell	Entitlement & CEQA	Warehouse	10.4 AC
Sep-22 - Nov-22	Arantine Hills SPA #3 Rev #1	Pacific Ventures Management, LLC	City of Corona	Les Johnson/Xiaofan Li	Specific Plan Amendment	Residential	325.7 AC
Sep-22 -	La Ventana PA12 (SP293) Sub Con, (Planning)	D.R. Horton	Riverside County	Lance Retuya	Due Diligence & Entitlement & CEQA & Planning and Zoning	Residential	14.4 AC
Oct-22 -	Lancaster Parkway Village SP	KTGY Group, Inc.	City of Lancaster	Les Johnson/Xiaofan Li	Specific Plan	Master Plan	200.0 AC
Oct-22 -	South of Iris	Patton Development	City of Moreno Valley	Les Johnson/Xiaofan Li	Design Guidelines	Residential	22.9 AC
Nov-22 -	Renaissance Ranch Phase 2	Richland Communities	County of Riverside	Tina Prater/Brady Woods	Entitlement & CEQA	Business Park/Office	157.1 AC
Nov-22 -	Lumina NDP - Neighborhood A	ColRich, Inc.	City of San Diego	Emilie Colwell	Entitlement	Mixed-Use & Residential	12.2 AC
Nov-22 -	Lumina NDP - Recreation Center	ColRich, Inc.	City of San Diego	Emilie Colwell	Entitlement	Mixed-Use & Residential	0.8 AC
Nov-22 -	Galway Downs	KenTian, LLC	Riverside County	Les Johnson/Xiaofan Li	CUP and Zone Change	Equestrian	261.0 AC

Note: Due to the substantial number of contracts over the past five years, we have only included the contracts for 2022 and 2023 in our listing. This listing does not include contracts that are exclusively for CEQA services. If the City Council approves the proposal, additional information can be made available upon request by the City.

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10. Any failures or refusals to complete a contract and explanation.

    None.

11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.

    T&B Planning is owned and operated by Tracy Zinn, AICP and Nicole Morse, Esq.

12. Financial interests in other lines of business.

    No.

13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

    None.

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Team Qualifications



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TRACY ZINN, AICP

President/Principal

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Education
Bachelor of Science in Urban and Regional Planning (Indiana University of Pennsylvania, 1992)

Certifications
American Institute of Certified Planners (AICP)

Affiliations
California Association of Environmental Professionals (AEP)
American Planning Association (APA)
Commercial Real Estate Development Association (NAIOP)

Tracy Zinn, AICP, serves as T&B Planning's President and CEO. Tracy joined the firm in 1993 and has 29 years of experience managing and preparing land use planning and environmental compliance documents. She also takes a strong lead on strategy development for complex and controversial issues. Overseeing the planning and environmental compliance aspects of land development projects has advanced her skills at multi-layered thinking and problem-solving. Private project applicants and government agencies rely on her to provide overall project management and bring focus to complex tasks. Tracy is an expert in land use entitlements, planning, and California Environmental Quality Act (CEQA) compliance and conveys a clear understanding of the practical, environmental, and jurisdictional realities of entitlement permits. Tracy is respected for preparing documents that are easily understood, technically accurate, and legally adequate.

Under Tracy's direction, T&B Planning has completed planning projects and secured entitlement approvals for hundreds of projects across southern California and the Commonwealth of Pennsylvania, including master plans, specific plans, historic preservation plans, design guidelines, corridor studies, and CEQA compliance documents. Tracy also engages in public education and outreach efforts, including but not limited to workshops, presentations, focus group meetings, and public input surveys.

SUMMARY OF EXPERIENCE

Master Planning/Land Entitlement Permits

Tracy's working knowledge of local and regional planning issues, design standards, zoning laws, and public policies, are invaluable when applied to land use planning and entitlement projects. She has authored numerous notable planning studies, specific plans, and design guideline documents, and guided many projects through the complex permitting process. By applying her combined planning and environmental compliance experience, Tracy is skilled in suggesting project design features that make the best use of limited time and monetary resources.

Project Management and Public Meeting Facilitation

Tracy effectively represents project applicants and lead agencies at public hearings and workshops. She leads community meetings, environmental scoping meetings, makes technically accurate and compelling presentations at public hearings, and effectively responds to public comments. She also leads project team meetings, manages coordination efforts among project applicants and public agencies, and oversees teams of technical analysts.

Environmental Compliance Documents (CEQA and Technical Reports)

Tracy has prepared and quality-control reviewed hundreds of CEQA compliance documents for a wide range of project types, including industrial, logistics warehousing, parcel delivery, commercial, residential, mixed-use, and infrastructure-related land uses, for public and private sector clients. She also directs the preparation of technical studies to support the CEQA compliance process. Her use of quantifiable and objective analysis methodologies contributes to the legal defensibility of CEQA documents.

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NICOLE MORESE, ESQ

Vice President/Principal

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Education

Juris Doctorate, Concentration in Business Law (Whittier Law School, Costa Mesa)

Bachelor of Science, Applied Ecology (University of California, Irvine)

Registrations

State Bar of California No. 262013

Affiliations

California Association of Environmental Professionals (AEP)

Nicole Morse, Esq. is a T&B Planning Principal with 20+ years of experience managing environmental compliance projects for both public and private sector clients. Nicole utilizes her specialty background as both an attorney and an environmental compliance planner to manage and prepare documents that withstand legal scrutiny. She reviews documents and associated technical reports for compliance with the California Environmental Quality Act (CEQA), the Endangered Species Act (ESA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), the Sustainable Communities and Climate Protection Act of 2008 (SB 375), and numerous other regulatory requirements. Nicole has prepared and managed environmental compliance and planning documents for a wide range of projects including, but not limited to, urban infill (residential, mixed-use and high-rise), transit-oriented development, downtown and corridor redevelopment programs, industrial, entertainment venues, and master planned communities and general plans. Nicole is at the forefront of new environmental regulations, recently managing a General Plan EIR that was the first to adopt VMT standards in the State of California. Given her legal background, clients regularly rely on Nicole to provide strategic advice on the overall entitlement process starting with project inception to delivery to the marketplace.

SUMMARY OF EXPERIENCE

Project Management

Nicole is highly effective at leading project teams from project initiation through completion of the CEQA and entitlement process. She provides strategic counsel to leaders in public agencies, developers, and consultants throughout the entitlement process and presents project information and CEQA findings at community outreach events, scoping meetings, and public hearings. She is responsible for personnel and subconsultant oversight; review of technical reports and methodology; adherence to established budgets and schedules; and all aspects of quality control and contract fulfillment.

Environmental Entitlement

Nicole, as Principal-in-Charge/Project Manager for a wide variety of projects, has prepared, managed, and/or provided quality control review of hundreds of planning and CEQA documents – from straight-forward Categorical Exemptions to complex Environmental Impact Reports (EIRs), supporting technical studies, and environmental documentation. She has worked for landowner/developers managing the due diligence, planning, and entitlement process, in addition to, EIRs for a number of highly complex projects. She uses her legal background and extensive project experience to assist lead agencies and project applicants in determining the appropriate approach and to ensure that the appropriate information, technical analysis, and methodology is applied to each project and associated environmental compliance document. Nicole prides herself on implementing practical real-world solutions that effectively expedite the CEQA process.

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LES JOHNSON
Director of Planning Services

714.505.6360 Ext.111/ljohnson@tbplanning.com

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Education
Bachelor of Science
Geography and Land Studies
(Central Washington University, 1990)

Affiliations
American Planning Association (APA)
Urban Land Institute (ULI)
Building Industry Association (BIA)

Les Johnson joined T&B Planning in 2021 as the firm's Director of Planning Services. Les has more than 28 years of municipal planning, management and business experience that includes project management, design management, administration of private entitlement and permitting, government relations, and community engagement. Les is responsible for leading the T&B Planning staff of planning service professionals that provide land use, design, policy planning, current planning, zoning, and land entitlement services, including, but not limited to, permit processing, project management, feasibility analysis, and land use strategy.

SUMMARY OF EXPERIENCE

Project Management
Les is highly effective at managing and leading various projects and project teams through the land use planning and entitlement process. His diverse experience has included administration of an APA award-winning streetscape renovation project, facilitating multiple comprehensive general plan updates, assisting with the design and development of numerous residential and commercial projects, as well as managing various operational enhancements to create process efficiencies and improve customer service.

Project Design
Les has a solid understanding of the importance of design that not only meets the core needs of a project but also considers the project's relationship to the built and planned environments. Be it utilizing T&B Planning's trademarked Mitigation by Design® process, placemaking, or helping to bring a vision to reality, Les is driven to assist with ensuring that exceptional project design is achieved with every project.

Land Use Planning / Entitlement Documentation
Les has extensive experience preparing planning documents for various types of public and private development projects. He has successfully led or helped facilitate a multitude of entitlement projects of various sizes and degrees of complexity in his former public sector roles as Community Development Director and Assistant City Manager, and as a consultant. He also has experience engaging and coordinating with various local, regional and state agencies, and understanding the importance of early and continuous communication. Les uses his extensive planning and entitlement processing experience to represent clients and successfully navigate the land use planning and project entitlement application processes for his clients.

Community Engagement
Les understands the importance of public participation and the value in developing and implementing strong public engagement processes. His background and experience in this area has provided opportunity for community and decision maker interests to be heard while also being able to move projects from concept to approval.

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Education
Bachelor of Arts, Communications
(California State University, Fullerton)

Affiliations
International Council of Shopping Centers,
(ICSC) Member

TINA PRATER

Director of Development Services

714.505.6360 Ext.108/tprater@tbplanning.com

Tina Prater joined T&B Planning in 2020 as the firm's Director of Development. With 15+ years of experience in real estate development, her background includes due diligence analysis, acquisitions, land use entitlements, post entitlement permits and approvals, infrastructure and utility agency clearances, dispositions, leasing, budgeting, and project and asset management. Tina leads T&B Planning's staff of development services professionals to navigate land development projects from inception to construction-ready. Having previously worked at companies where she was responsible for all aspects of the development process, she excels in seeing the big picture and foreseeing and solving typical challenges encountered in the development process.

SUMMARY OF EXPERIENCE

Development Project Management

Tina leads project teams in all aspects of the land development process, from due diligence and property acquisition to construction and disposition of the asset. She efficiently coordinates timelines and expectations for architectural, civil engineering, landscape, and other technical disciplines to assemble permit packages and expedite development projects through their entitlement processes. Her responsibility for general oversight, scheduling, fee analysis, and review of plans and applications leads to project approvals that are expedited with fewer rounds of plan corrections. Tina's cultivation of long-lasting productive relationships with municipalities and agencies helps move projects forward, saving clients valuable time and money.

Due Diligence

Tina takes an active role in due diligence work for pre-acquisition which includes analysis of existing conditions, title, zoning, fee analysis, and the steps needed to secure entitlement and post-entitlement approvals.

Entitlements

Tina has entitled millions of square feet of commercial and industrial buildings throughout southern California. She works on a broad range of entitlement efforts including, but not limited to, Zone Changes, Specific Plans and Plan Amendments, Plot Plans, Site Plan Review, Conditional Use Permits, Subdivision Maps, Development Agreements, and other related entitlements. She is responsible for directing and coordinating a project team's schedule and deliverables, managing submittal and processing the applications and plan sets, and serving as an applicant's representative to facilitate and expedite government agency staff review, necessary corrections and revisions, and the issuance of mutually acceptable conditions of approval. Tina also regularly serves as a representative for applicants in meetings, public forums, and public hearings.

Post Entitlement Permits and Approvals

By applying foresight to the land development process, Tina regularly begins work on post-entitlement scheduling, budgeting, and coordinating before entitlements are in-hand. She works with property owners, applicants, project teams, and the various agencies and authorities that are responsible for clearing conditions of approval and granting the permits and approvals that move projects forward to the issuance of grading permits and building permits. Tina is a proven leader in securing post-entitlement approvals for large land development projects and effectively works with various utility authorities, public agencies, and local departments including Building, Fire, Engineering, Flood Control, Public Works, and more. Her background on the real estate side of the business provides a strategic edge that moves projects from approval to construction.

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Education

Master of Urban Planning
University of Southern California
Los Angeles, CA

Bachelor of Civil Engineering
Yan Shan University
China

Certifications

American Institute of Certified Planners (AICP)

Affiliations

American Planning Association (APA)

XIAOFAN LI, AICP

Senior Project Manager

714.505.6360 Ext.125/xli@tbplanning.com

Xiaofan Li joined T&B Planning in 2022 as a Senior Project Manager. Xiaofan has more than 16 years of comprehensive planning experience in both public and private sectors. She has worked for domestic and overseas planning companies and has excelled in land use planning and senior management. Xiaofan has extensive experience in preparing regulatory documents and entitlement packages, from small in-fill projects to large-scale master-planned communities. As a Senior Project Manager, she is skilled in organizing and coordinating detailed documentation and effectively managing the production team. Xiaofan regularly interacts with clients through client meetings, presentations, and interfaces with local governments and officials.

SUMMARY OF EXPERIENCE

Planning/Entitlement Documentation

Xiaofan has extensive experience managing, processing, and coordinating entitlement and planning projects in various Southern California jurisdictions. Her robust leadership skills help advance projects and yield favorable results. As a senior project manager, she communicates effectively from project kick-offs to stakeholder meetings, overseeing the schedule while remaining time-sensitive for project deliverables. Additionally, Xiaofan has experience in preparing, writing, and managing various types of planning and entitlement documentation, including Specific Plans, Zoning Code Amendments, and design guidelines, among others, for various land uses such as residential, commercial, mixed-use, and industrial properties.

Project Management

Xiaofan brings over ten years of experience managing complex entitlement and planning projects in Southern California. She is highly skilled in project coordination, ensuring successful client outcomes from inception to final completion. As a senior project manager, she understands the importance of effective communication and develops strong working relationships with clients and stakeholders. Xiaofan is experienced in developing and implementing project schedules, tracking project progress, and identifying potential project risks and issues, ensuring the timely delivery of project deliverables. Her project management skills include managing budgets, coordinating with internal and external team members, conducting project status meetings, and providing regular project updates to clients.

Public Engagement

Xiaofan's extensive involvement in various public engagement meetings has allowed citizens and stakeholders to come together to discuss and better understand community visions and the design and entitlement process. Additionally, Linda is highly skilled in using TurningPoint technology, a real-time voting system that enables efficient and effective public participation in decision-making processes.

Native American Tribes

Xiaofan has extensive experience working with Native American Tribes on various planning projects. Her portfolio includes Morongo Land Use Plan/Highest and Best Use (I-10 Corridor), Riverside County Domenigonia Parcel, Soboba Master Plan, and Sovatum Village. Xiaofan has played a crucial role in facilitating visioning workshops with Tribal staff, Council Members, and other stakeholders. She has also demonstrated her commitment to building strong relationships with Tribes by attending Council meetings and presenting project updates.

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Education

Master of Urban & Regional Planning
Florida Atlantic University
Ft. Lauderdale, FL

Bachelor of Science, Architecture
Florida A&M University
Tallahassee, FL

Affiliations

American Planning Association (APA)

Representative List of On-Call Planning Services

City of Signal Hill On-Call Planning Services*
City of Anaheim Design Review*
City of Arcadia Design Review*
City of Cupertino Design Review*
City of El Monte Design Review*
City of Santa Clarita Design Review*
City of Temple City Design Review*
* work performed before joining T&B

BRADY WOODS

Development Project Manager

714.505.6360 Ext.107/bwoods@tbplanning.com

Brady M. Woods joined T&B Planning in 2022 as a Development Project Manager. With over 20 years of experience in municipal planning and land use consulting, Brady brings a distinct perspective on land development, urban design, and innovative placemaking based on his extensive experience working for local agencies and multidisciplinary planning and design firms in multiple cities and states. His background includes project leadership, land use planning, development entitlements, permit processing, housing policy and implementation, comprehensive and strategic planning, zoning regulations, architectural and site design, eminent domain litigation, and community engagement

SUMMARY OF EXPERIENCE

Project Leadership

Brady brings 20+ years of proven project leadership experience, building strong client relationships by listening, understanding, and valuing their desires and concerns, and then utilizing solutions-oriented approaches to exceed expectations and achieve positive project outcomes. He leads by effectively and routinely communicating with the project team and employs traditional and modern project management tools to ensure deliverables are of the highest quality while keeping projects on budget and on schedule.

Land Use Planning/Entitlements

Serving as Planning Manager for local agencies as well as a Land Use Consultant in the private sector, Brady has prepared and processed a broad range of planning policy documents and entitlement applications including, but not limited to General Plan Amendments, Housing Elements, Zone Changes, Text Amendments, Specific Plans, Development Agreements, Conditional Use Permits, Site Plan Review, Subdivision Maps, and Variances for various large-scale residential communities, commercial, office and industrial projects, mixed-use and infill developments, and resort/hospitality uses. Brady typically serves as the “tip of the spear”, representing the public’s interest as well as the project applicant in meetings and public hearings.

Design Review and Plan Check

Brady has decades of experience in conducting design and plan review for multiple local agencies throughout California and Florida. He adeptly blends his planning and architectural knowledge with his experience serving as Chairman of the Development Review Committee (DRC) when preforming plan review/plan check of construction drawing for compliance with General Plan policies, zoning regulations, and conditions of approval, as well as providing site and building design recommendations for residential, commercial, industrial, and mixed-use projects.

Community Engagement

Brady understands that Planning starts and ends at the local level with an engaged community that includes residents, business leaders, and local decision makers. By integrating technical expertise and empathy, he empowers community members to infuse their values, thoughts, and concerns during public outreach events and hearings when planning new development or government policies.

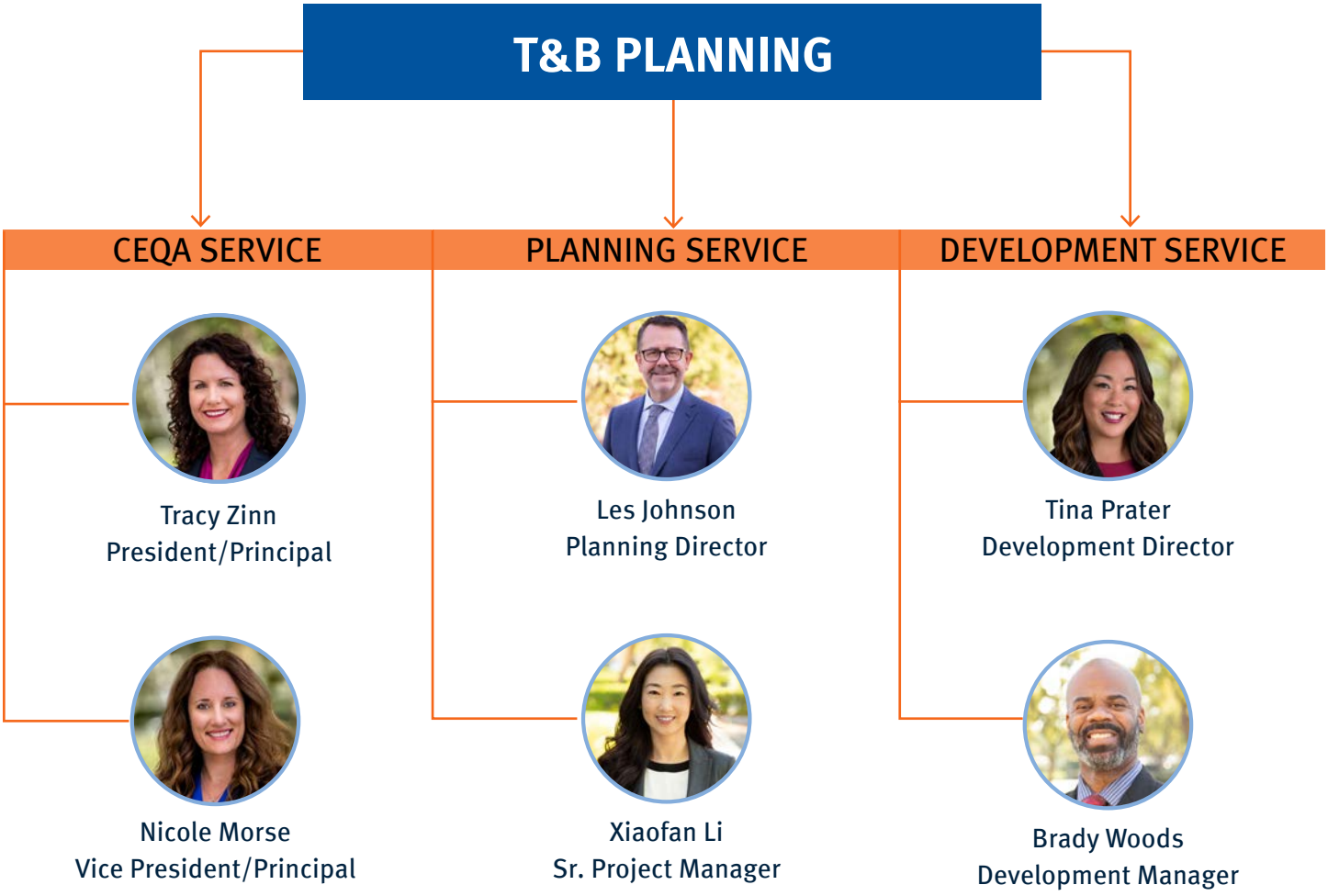
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Organizational Chart

D

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ORGANIZATION CHART



If there are proposed changes in key personnel during the term of the agreement that are outside of T&B Planning's control or if the City requests such a change, the following steps can be taken to ensure a smooth transition:

1. T&B Planning will notify the City as soon as possible of any changes in key personnel, providing details on the reasons for the changes and expected timeline for transition.
2. T&B Planning will have a succession plan to identify and train a replacement for the key personnel leaving. T&B Planning will work with the City to ensure the replacement has the necessary skills, experience, and knowledge to deliver the project or service effectively.
3. If the personnel change significantly impacts the scope of work, budget, or timeline of the service, T&B Planning and the City should discuss and agree on any necessary modifications to the contract.

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References

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REFERENCES

COUNTY OF RIVERSIDE

Contact: Russell Brady, Planner
Phone Number: (951) 955-3200
Email: rbrady@rivco.org
Services: Due Diligence, Entitlement, Planning and Zoning, CEQA & Development Services

SAN MANUEL TRIBE

Contact: Pete Mateo, Director of Tribal Planning & Devel.
Phone Number: (909) 653-0816
Email: peter.mateo@sanmanuel-nsn.gov
Services: Master Planning and Zoning

CITY OF CORONA

Contact: Sandra Yang, Senior Planner
Phone Number: (951) 736-2262
Email: sandra.yang@coronaca.gov
Services: Planning









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Project Understanding and Approach



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PROJECT UNDERSTANDING

Located in South Orange County, Laguna Hills is a highly desirable community of more than 31,000 residents that has experienced consistent growth over the past decade. This trend is set to continue as the city is currently assessing the large-scale mixed-use project called the Village at Laguna Hills, along with other residential and commercial developments in the vicinity of Alicia Parkway, Moulton Parkway, and the I-5 Freeway.

As a part of its "contract model" to provide services to the community, Laguna Hills is actively seeking to expand its pool of qualified professional consultants who can offer on-call planning support services to supplement staff efforts in their day-to-day operations. Selected planning consultants will work under the guidance of the city's Senior Planner and primarily focus on providing responsive, respectful, and efficient customer service to residents and the development community.

The chosen consultants will perform various planning services that can be completed either at City Hall or remotely, such as reviewing and approving ministerial permits, conducting plan check/reviews, processing discretionary applications, preparing appropriate hearing documents, representing staff at public hearings and community meetings, and conducting field investigations to ensure project compliance with development regulations.

APPROACH

The T&B Planning team is comprised of highly skilled and dedicated professionals with a wealth of experience in local Planning Departments across Orange County and Southern California. Their expertise spans all levels of management, ranging from Assistant to Senior and Director positions. As the day-to-day project manager for the on-call planning support services, Les Johnson, Director of Planning Services, draws on his extensive 28-year background in municipal planning and city management. Previously, Les served as Community Development and Development Services Director for the cities of Seal Beach, Los Alamitos, Indio, and La Quinta, where he was responsible for the management and oversight of all department operations. This included planning, building, code enforcement, economic development, and public works. Les was directly engaged with administration of the planning entitlement and ministerial permit processes while serving each of these four communities. He has extensive experience with team supervision, departmental budgets, service contracts, as well as direct engagement with the city's executive teams, appointed and elected officials, and community leaders.

Assisting Les with providing the on-call planning support services is Brady M. Woods, Development Project Manager, who brings over 20 years of experience in municipal planning and consulting in California and Florida. Brady's most recent municipal appointment was as Planning Manager for Buena Park, where he oversaw the administration of the city's General Plan and Zoning Ordinance, enforcement of development standards, and supervised a team of five planning professionals. Brady's key responsibilities included regularly presenting to City Council, Planning Commission, and Zoning Administrators, initiating general plan and zoning amendments, writing staff reports and analysis for use permits, variances, subdivision maps, specific plans, etc., negotiating and drafting development agreements for large and complex projects, ensuring project compliance with CEQA regulations, and conducting zoning permit review and field inspections. In addition, as Development Review Committee (DRC) Chairman for the city of Bradenton, Brady utilized his design knowledge to assist with plan check/plan review tasks.

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T&B Planning employs cutting-edge cloud-based technologies to monitor budgets continuously, ensuring that projects remain within budget and are completed within the anticipated timeframes. We also regularly hold internal coordination meetings to distribute workload and ensure that our team is fully informed about ongoing projects. T&B Planning will assign a single point of contact who will regularly communicate with the city's Senior Planner to review project status and proactively address any potential budgetary challenges before they become problematic for job deliverables. Additionally, we will issue detailed monthly invoices to the city and remain readily available to discuss any queries or concerns from city staff.

T&B Planning's process for quality assurance and quality control (QA/QC) of all materials and deliverables relies heavily on the expertise of our Principals, Directors, and Senior Associates, who possess several decades of combined planning and environmental experience. This approach ensures that our clients receive the finest quality work. Our Associate Planners are entrusted to carry out entitlement research and prepare planning and environmental documents, under the close supervision of senior-level staff. Before being submitted to the city, all work will be meticulously reviewed by a Principal or Director.

Our approach to the planning and environmental services described below:

MINISTERIAL PERMIT PROCESSING - As part of our on-call planning support services, we will undertake the following responsibilities:

1. Process zoning verifications, various ministerial permits (i.e., Temporary Use Permits, Sign Permits, etc.), and home occupation certificates.
2. Intake of development applications and permits. Our staff is well-practiced in using the latest permit intake and tracking systems and is familiar with Tyler EnerGov, which we understand is the system Laguna Hills is currently using.

PLAN CHECK/PLAN REVIEW - With the expertise of our planning and design team, we will conduct a thorough review of building and sign permit applications, ensuring compliance with all relevant zoning code standards, regulations, policies, approved development plans, and conditions of approval. Our review comments may be provided directly on the plan set or consolidated into a review comment memorandum for the convenience of project applicants. Please note that building code plan check review is to be performed by others.

DISCRETIONARY APPLICATION PROCESSING - T&B Planning is committed to providing on-call planning support services for processing discretionary applications for both current and long-term planning approvals. Our services will include, but not be limited to, the following:

1. Conducting a comprehensive review of applications to ensure adherence to the Laguna Hills' Housing Element, General Plan, LHMC-Title 9 (Zoning and Subdivisions), Laguna Hills Planned Community Development Plan, Urban Village Specific Plan (UVSP), and all other pertinent policies, regulations, and guidelines.
2. Serving as the project coordinator for discretionary applications, coordinating with other city departments and/or external agencies, corresponding with applicants, conducting background research, and ensuring compliance with the California Environmental Quality Act (CEQA).
3. Monitoring project implementation to ensure compliance with approved plans, conditions of approval, and mitigation measures.

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PREPARATION OF PUBLIC HEARING DOCUMENTS - T&B Planning will prepare or assist in preparing technical planning staff reports, ordinances/resolutions, and legal notices. Our team will assist with creating effective and easily comprehensible oral and visual presentations that prioritize informing and educating both the community and decision-makers, avoiding unnecessary jargon. We will take part in or facilitate virtual or remote hearings and community meetings as needed in response to the ongoing public health emergency.

ZONING COMPLIANCE AND ENFORCEMENT - When necessary, T&B Planning will conduct on-site evaluations and assessments to ensure projects comply with LHMC-Title 9 (Zoning and Subdivisions), design regulations, and approved plans. This may involve collaborating with Code Enforcement Services staff from the city.

ENVIRONMENTAL REVIEW/CEQA COMPLIANCE - T&B Planning will ensure compliance with the California Environmental Quality Act (CEQA) is essential to our operations. As a trusted lead CEQA compliance consultant for public agencies, T&B Planning is pleased to extend our comprehensive range of CEQA services to Laguna Hills. These services include, but are not limited to:

1. Peer Review of CEQA Documents.
2. CEQA Documents and Notices.
3. CEQA Exemptions.
4. CEQA Strategy.
5. Mitigation, Monitoring and Reporting Programs.
6. Technical Report Review.
7. Visual Quality & Light/Glare Analysis and Review.

ADDITIONAL SERVICES - Under an on-call agreement, the City of Laguna Hills can leverage T&B Planning's supplementary planning services, which may consist of:

1. Implementation of the Housing Element, such as monitoring the development of housing sites identified in the city's 2021-2029 Housing Element, to ensure compliance with the state's No Net Loss provisions.
2. Transformation of static maps and graphics into interactive ArcGIS maps, improving city staff and community usability.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Communication Plan



Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

COMMUNICATION PLAN

The proposed communication plan is designed to keep the city staff informed and engaged throughout the project timeline. Our goal is to establish open lines of communication that allow for regular updates, feedback, and collaboration.

COMMUNICATION METHODS AND FREQUENCY

Our proposed communication plan will use a variety of ways to reach the city staff, including:

Email: We will send weekly email updates to city staff that summarizes progress, identify upcoming milestones, and highlight any issues that require attention.

Meetings: We will schedule bi-weekly meetings with city staff to provide more detailed updates, review work products, and discuss any issues that require further attention.

Progress Reports: We will provide monthly progress reports that outline accomplishments, upcoming tasks, and any issues that require attention.

POINT OF CONTACT

We will establish points of contact with key T&B Planning staff to ensure all inquiries and questions are promptly addressed. The points of contact will be identified at the beginning of the task and will be included in all communication.

FEEDBACK AND INPUT

We welcome feedback and input from city staff throughout the task timeline. We will provide regular opportunities for city staff to ask questions, provide input, and offer feedback on our work.

EVALUATION AND ADJUSTMENTS

We will regularly evaluate the effectiveness of the communication plan and make adjustments as needed based on feedback from city staff. We are committed to ensuring that the communication plan meets the city's needs and facilitates productive collaboration.

Overall, this proposed communication plan emphasizes frequent and transparent communication between the city staff and us. By using various communication methods and establishing clear points of contact, we aim to keep the city staff informed, engaged, and involved throughout the project timeline.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Certificate of Insurance



Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

CERTIFICATION OF INSURANCE

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Nicole Morse
Name (Please Print or Type)

By:  Principal
Consultant's Signature & Title

Date: 3/15/2023

This executed form must be submitted with proposal.

PLEASE NOTE:
*Consultant is in agreement with the insurance limits and coverages in Section 5 of the agreement with one revision. Insurance companies will not endorse policies to provide notice of modification or limit reduction; however, Consultant will agree to provide City with this notification. Suggested revisions to address this have been added as an attachment herein.

**Additional suggested revisions to the sample draft professional services agreement have been provided for further discussion with the City.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

[Section 1.1, Page 2]

1.3 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the _____ consulting services for the Project as set forth in the Proposal/Scope of Work, dated _____, 2022, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 consistent with 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 professionals in the same discipline in the State of California. Consultant represents ~~and warrants~~ that it is skilled in the professional 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 Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

[Section 1.1, Page 3]

1.4 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 published and non-conflicting 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.

[Section 3.1, Page 5]

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. Notwithstanding the foregoing no event will Consultant be responsible for damages due to delays beyond Consultant's reasonable control.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

[Section 5.4, Page 10]

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. Consultant shall be required to give at least thirty (30) days' notice to City of any material change/reduction of coverage to Consultant's insurance. This obligation shall rest with Consultant notwithstanding any reluctance or refusal on the part of Consultant's insurance company to endorse its insurance policies or evidence its certificates of insurance to reflect this contractual obligation.

[Section 6, Page 13]

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 and hold the City, its elected and appointed officials, officers, employees, ~~agents~~ and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries ~~of any kind,~~ in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") ~~in any manner~~ arising out of, ~~pertaining to, related to, or incident to any~~ ~~alleged~~ negligent acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, ~~including without limitation the payment of all consequential damages, expert witness fees~~ and reasonable attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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 the extent that such Claims arise out of, pertain to, or are related to the City's ~~sole~~ negligence, active negligence, or willful misconduct. The duty to defend shall not apply to professional liability claims.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Certification of Proposal

J

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

CERTIFICATION OF PROPOSAL

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from February 7, 2023.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 15th day of March, 2023, at Irvine, California.

Name of Proposer: T&B Planning

By: _____
(Authorized Signature)

Type Name: Nicole Morse

Title: Principal

Date: 3/15/2023

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Non-Collusion Affidavit

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

NON-COLLUSION AFFIDAVIT

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 15th day of March, 2023, at Irvine, California.

_____
Signature of Authorized Representative

Nicole Morse
Name of Authorized Representative

Principal
Title of Authorized Representative

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

TRACY ZINN
President/CEO
Cell: 714.397.4224
Tzinn@tbplanning.com
www.tbplanning.com

PLANNING

PROPOSAL FOR

ON CALL PLANNING SUPPORT SERVICES - FEE SCHEDULE



Prepared For: City of Laguna Hills
Prepared By: T&B Planning
March 17, 2023
Revised: May 23, 2023

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

Compensation

H

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

COMPENSATION

INTRODUCTION

We acknowledge and have reviewed Section V of the Request for Proposal (RFP) document, which outlines the specific requirements and instructions for submitting our proposal. However, given that the type and volume of services required are unknown, we are unable to provide an accurate cost estimate at this time. In an effort to represent costs for services, we're providing two scenario cost estimates below to illustrate T&B Planning's billing methodology. The actual fees may vary based on the unique requirements and characteristics of a specific application and set of plans submitted to the city. Please note that all work performed by T&B Planning for the various on-call planning services tasks will be billed on time and materials. Should the city be able to provide an estimate of the volume of permit activity and services on a monthly or annual basis, we would be happy to provide a more precise preliminary cost estimate.

1st Scenario - Conditional Use Permit

1. Projected support hours: 40
2. Anticipated number of site visits, city hall visits, hearing/meetings: 4
3. Total Cost including reimbursables: $5,655

T&B Planning Fee Schedule - CUP						
	Principal	Director	Senior Project Manager	Planner	Total Hours	Total Cost
Task Description	$235.00	$205.00	$185.00	$95.00		
CUP	2	5	10	23	40	$5,530
				Total T&B Labor Fees		**$5,530**
				Reimbursables		$125
				Total Fees		**$5,655**

2nd Scenario - Plan Check Review

1. Projected support hours: 20
2. Anticipated number of site visits, and city hall visits: 1
3. Total Cost including reimbursables: $2,605

T&B Planning Fee Schedule - Plan Check Review						
	Principal	Director	Senior Project Manager	Planner	Total Hours	Total Cost
Task Description	$235.00	$205.00	$185.00	$95.00		
Plan Check Review		2	5	13	20	$2,570
				Total T&B Labor Fees		**$2,570**
				Reimbursables		$35
				Total Fees		**$2,605**

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

TASKS

Please note that all costs associated with our services are subject to the type of document to be reviewed and the extent required. Furthermore, please note that our services can also include peer review of CEQA documents should that service be of interest to the city.

Task 1 – Entitlement and Planning Services

1. Ministerial Permit Processing.
2. Plan Check/Plan Review.
3. Discretionary Application Processing.
4. Preparation of Public Hearing Documents.
5. Zoning Compliance and Enforcement.

Task 2 – Environmental Review/CEQA Compliance

1. CEQA Documents and Notices.
2. CEQA Exemptions.
3. CEQA Strategy.
4. Mitigation, Monitoring and Reporting Programs.
5. Technical Report Review.
6. Visual Quality & Light/Glare Analysis and Review.

Task 3 – Additional Services

1. Housing Element Implementation.
2. Transformation of static maps and graphics into interactive ArcGIS maps or any other ArcGIS mapping services.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

SCHEDULE OF FEES

Senior Principal	$275.00/Hour
Principal	$225.00 - $275.00/Hour
Director	$205.00 - $225.00/Hour
Senior Associate	$185.00 - $205.00/Hour
Senior Project Manager/Development Manager	$185.00 - $205.00/Hour
Project Manager	$145.00 - $165.00/Hour
Graphics Manager/GIS Specialist	$135.00 - $155.00/Hour
Senior Planner	$135.00 - $155.00/Hour
Assistant Project Manager	$125.00 - $145.00/Hour
Project Coordinator	$90.00 - $135.00/Hour
Development Associate/Environmental Analyst/Planner	$85.00 - $125.00/Hour
Technician – Graphics & GIS	$75.00 - $115.00/Hour
Executive Assistant/Accounting Manager	$65.00 - $90.00/Hour

T&B Planning's hourly rates are billed on one-quarter-hour (15 minutes) increments. Labor fees do not include out-of-pocket expenses (including, but not limited to, blueprinting, duplicating/copying, reproduction, GIS data acquisition fees, aerial photography, site photos and delivery services). These expenses will be billed at cost plus 15% for administration. Expert testimony and litigation support services will be billed at double the above labor rates. Mileage is charged at the current Internal Revenue Service reimbursement rate.

The fees, rates, and/or unit prices set forth above shall remain fixed and unchanged for the first two years of the term of the Agreement (i.e., from approximately June 2023 to June 2025). Thereafter, T&B Planning, Inc. ("Consultant") may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for in the Agreement. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth in the Agreement shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by the Agreement exceed five percent (5%) per year regardless of CPI or any other cost factors.

Attachment: Attachment C – Professional Services Agreement with T&B Planning, Inc. (3204 : Award of Four Professional Services

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TRACY ZINN
President/CEO
Cell: 714.397.4224
Tzinn@tbplanning.com
www.tbplanning.com

T&B PLANNING

PROFESSIONAL SERVICES AGREEMENT
CSG Consultants, Inc.
(On-Call Planning and Environmental Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 1st day of July 2023, 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 CSG CONSULTANTS, 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 professional services, on an as-needed and on-call basis, of a qualified full-service planning consulting services firm for the purpose of assisting the City with discretionary entitlement processing, advanced planning, and discretionary case environmental review, which professional planning services will include but not be limited to land use planning, municipal code compliance, development application and plan check review services, land use entitlement processing, environmental review, project management and community development services, as well to provide the City with other on-call land use application review, zoning code compliance, and planning and support services that may be required on an as-needed basis (the "Project").

B. In response to City's Request for Proposals, dated February 7, 2023, Consultant has submitted to City a proposal, dated March 17, 2023, to provide professional on-call environmental review services, as well as a full range of other as-needed consulting environmental review, compliance, and land use planning and support services that may be required on an on-call basis, 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 professional land use and environmental consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional consulting services for the Project.

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:

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

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 professional planning and environmental review consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated March 17, 2023, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated March 17, 2023 ("Consultant's Proposal") and submitted to City, which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and, (2nd) the provisions of the Consultant's Proposal (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,

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Maximum Contract Amount, as defined below, 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 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, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2023 through June 30, 2025). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change

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in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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

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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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2023 and ending on June 30, 2028, unless extended by mutual agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Bradley Misner, AICP, Principal Planner**. 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

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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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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

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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

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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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or

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until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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.

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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

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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.

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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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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.

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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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and

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the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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

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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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

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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
To Consultant:	CSG Consultants, Inc. Attention: Cyrus Kianpour, P.E., PLS, President 3707 West Garden Grove Boulevard, Suite 100 Orange, California 92868 Telephone: (714) 568-1010

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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

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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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

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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

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
CSG Consultants, Inc., a California corporation

By:
CYRUS KIANPOUR,
President

By:
NOURDIN KHAYATA,
Secretary

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EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL PLANNING AND ENVIRONMENTAL REVIEW SERVICES

DATED: MARCH 17, 2023

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services



PROPOSAL TO THE

City of Laguna Hills

FOR

On-Call Planning Support Services

PREPARED BY

CSG Consultants, Inc.

March 17, 2023

CSG CONSULTANTS

Employee-Owned

3707 W. Garden Grove Blvd., Suite 100, Orange, CA 92868
(714) 568-1010 *office* | (714) 568-1028 *fax* | www.csgengr.com

Foster City • Pleasanton • San Jose • Sacramento • Newman • Fresno • Paso Robles • Orange

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc. (3204 : Award of Four Professional Services

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Cover Letter

SECTION A

March 17, 2023

City of Laguna Hills
Jay Wuu, Senior Planner
24035 El Toro Road
Laguna Hills, CA 92653

Re: On-Call Planning Support Services

Dear Mr. Wuu,

Thank you for the opportunity for **CSG Consultants (CSG)** to present its proposal to the City of Laguna Hills (City) for On-Call Planning Support Services.

CSG understands the purpose of the On-Call Planning Support Services contract is to ensure sufficient resources are available for the review and processing of Planning-related matters including, but not limited to, compliance review for both ministerial and discretionary applications, plan review for building permit applications, compliance with the California Environmental Quality Act, participation in the public hearing process, preparation of staff report recommendations and resolutions, and field evaluations and research .

CSG is an employee-owned, California corporation and works solely for public agencies, serving as a seamless extension of municipal staff. We currently furnish planning, environmental, sustainability, building and safety, fire prevention, code enforcement, public works, and a host of additional services to over 250 municipal clients throughout California. We support numerous public agencies with our planning and related services, including but not limited to the following agencies in the region:

City of Fullerton	*City Thousand Oaks*	*City of El Segundo*
City of Carson	*City of Garden Grove*	*City of Norwalk*
City of Oxnard	*City of Malibu*	*City of Huntington Beach*

For over 30 years, CSG has had a solutions-oriented approach to our work, leveraging our team's extensive experience and technical expertise to address a wide range of client needs. To meet the City's needs for facilitating the review and processing of projects' entitlement requirements, CSG has assembled an on-call team with experience working with jurisdictions across the State, as well as specific abilities to deliver project expediting services.

Our staff can also be augmented by technical subconsultants with which we have teamed on prior projects, as well as specific personnel from CSG's Building, Code Enforcement, Fire Safety, Engineering, and Construction Management staff. In this way, we can provide the city with comprehensive services for any planning and environmental project.

If additional information or further qualifications are required, please contact Bradley Misner, Principal Planner who will serve as your primary contact.

> **Bradley Misner, AICP,** Principal Planner
> (714) 568-1010 *Office* | (310) 308-7505 *Mobile* | bradleym@csgengr.com *email*

We look forward to an opportunity to assist the City of Laguna Hills with consultancy services. Please do not hesitate to contact Mr. Misner should you have any questions or require additional information. As President, I have the authority to bind the company. I have read and understood all statements in this request for proposal.

Sincerely,

Cyrus Kianpour, PE, PLS
President

CSG CONSULTANTS
Employee-Owned

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Company Data

SECTION B

CSG Consultants, Inc. (CSG) is a California company with its local office in Orange and headquarters in Foster City, CA. Additional support is available from our other offices in Fresno, San Jose, Pleasanton, Sacramento, Paso Robles, and Newman. Founded in 1991, CSG performs work solely for public agencies, eliminating the potential for conflicts of interest between developers and agencies. In this way, we can focus exclusively on the specific needs of our municipal clients.

1	**NAME OF FIRM & ADDRESS:**	CSG Consultants, Inc. 3707 W. Garden Grove Boulevard, #100, **Orange**, CA 92868
2	**PRIMARY CONTACT:**	**Bradley Misner, AICP, Principal Planner** (714) 568-1010 *office*
3	**TYPE OF BUSINESS:**	California Corporation • Incorporated June 15, 2000
4	**FEDERAL ID NUMBER:**	91-2053749
5	**REGIONAL OFFICES & OFFICE CONTACT INFORMATION:**	550 Pilgrim Drive, **Foster City**, CA 94404 (650) 522-2500 • csgstaff@csgengr.com 1303 J Street, #270, **Sacramento**, CA 95814 (916) 492-2275 • sacramento@csgwebsite.com 5151 N. Palm Avenue, Suite 530, **Fresno**, CA 93704 (559) 819-8725 • fresno@csgwebsite.com 3150 Almaden Expressway, #255, **San Jose**, CA 95118 (408) 618-8300 • sanjose@csgwebsite.com 3875 Hopyard Road, #141, **Pleasanton**, CA 94588 (925) 931-0370 • pleasanton@csgwebsite.com 930 Fresno Street, **Newman**, CA 95360 (559) 819-8725 • fresno@csgwebsite.com 806 9th Street, Ste 2A, **Paso Robles**, CA 93446 (805) 693-2670 • centralcoast@csgwebsite.com
6	**STATEMENT OF OWNERSHIP:**	Privately owned
7	**YEARS IN BUSINESS:**	31 • Founded in 1991
8	**YEARS OF EXP:**	10
9	**CONTRACTS:**	Please see examples provided in Section E: References
10	**FAILURE TO COMPLETE A CONTRACT:**	None
11	**OWNERSHIP:**	In the process of becoming Employee-Owned. Individuals with greater than 10% are Cyrus Kianpour and Nourdin Khayata.
12	**FINANCIAL INTEREST IN OTHER LINES OF BUSINESS:**	None
13	**LITIGATION HISTORY:**	Please see statement on the following page.
14	**TERMINATION OF CONTRACT FOR CAUSE HISTORY:**	None

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STAFF COMPOSITION

The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel, having held positions within communities facing similar development concerns as the City of Laguna Hills, bring a wealth of ideas, experience, and solutions. Depending upon the needs of our clients, we can serve in either a project-specific or on-call staff augmentation capacity.

Our multi-disciplined municipal services staff consists of the following types of professionals:

- *Planning Professionals*
- *Building Plan Reviewers & Inspectors*
- *Fire Plan Reviewers & Inspectors*
- *Structural Engineers*
- *Plan Review Engineers*
- *Fire Protection Engineers*
- *Building Officials*
- *CASp Professionals*
- *Permit Technicians*
- *Code Enforcement Officers*
- *Grading Improvement Plan Reviewers & Inspectors*
- *Civil Engineers*
- *Construction Managers*
- *Construction Inspectors*
- *Information Technology Professionals*
- *Sustainability Professionals*

LITIGATION HISTORY

The following are the legal issues relevant to the City's requested services which have occurred in the past 5 years

Sweedy VS Town of Atherton. In October 2010 claimant commenced a lawsuit against Town of Atherton alleging that Town Building Department wrongfully issued a certificate of occupancy for her residence. CSG was named in this case since we were providing building services to the Town. The case was settled in 2017 without any monetary compensation from CSG.

Half Moon Bay Trail: The City of Half Moon Bay filed this case against the City's contractor, the Contractor's bonding company, and CSG. This case arose out of faulty construction by the contractor who went bankrupt. The contractor was hired for construction of a segment of bike trail in City of Half Moon Bay and the City alleges that there were design defects in the construction of a walking trail. The case was settled with the City in April 2019.

Eric and Jen Hoogeveen: Claimant alleged damages to their sump pump outlet pipe due to a resurfacing project where CSG was providing construction management services in July of 2019. The case was settled in January 2020 for an amount of $2,250.

Stephen Estrella VS City of South San Francisco: Sean Flanagan employee of CSG was driving his own vehicle and allegedly drove over Stephen Estrella foot while working for City of South San Francisco. A claim was made against Sean Flanagan's auto insurance and damages were paid. On November 14, 2020, a lawsuit was filed against the City of South San Francisco and CSG for the same incident.

Tilafaiga Taape Jr VS Rosemary Hanson and CSG Consultants. The property owner at 34 Visitacion Avenue in Brisbane was named along with CSG for a railing that failed on private property. CSG provides services to the City of Brisbane for building plan review and inspection, CSG was released from the case since we had no involvement in dealing with the condition of the existing railing on private property. The CSG dismissal forms for this case were completed on March 2, 2021.

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Resumes and Qualifications of Personnel

SECTION C

KEY TEAM MEMBERS

Bradley Misner will be the Primary Contact. Brief bios for our proposed key team members are provided below and resumes of the proposed team on the subsequent pages.

Bradley Misner, AICP, Principal Planner

To his role as Principal Planner for CSG Consultants, Mr. Misner brings expertise gained from over 25 years in the field, including extensive public agency employment experience. His wide range of municipal planning skills and experience includes current and policy planning, zoning law creation and administration, and public administration.

Ethan Edwards, AICP, Vice President of Planning Services

Ethan Edwards will serve as QA/QC for the City. Mr. Edwards will ensure the availability of adequate resources and provide oversight and quality control. As the Director of Planning Services for CSG, Mr. Edwards oversees the departments of planning, environmental, and sustainability. He brings expertise in current and advanced planning, design review, coastal development review, CEQA compliance and projects in local jurisdictions, project and planning staff management – from over 20 years of increasingly complex land use planning and management experience in Orange and Los Angeles Counties. His duties typically included project management, scheduling, budgeting, reviewing and preparing reports, participation in public hearings and presentations to elected officials and commissions. Mr. Edwards has served in various director and management roles throughout his planning career.

Leila Carver, PTP, Senior Planner

Ms. Carver serves as a Senior Planner for CSG Consultants. She has expertise in project management, CEQA, GIS and demographic research and excels in leadership and customer service. She gained skills and knowledge in many areas of transportation planning from her nine years of experience with Caltrans. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team.

Nancy Mith, Associate Planner

Ms. Mith serves as an Associate Planner for CSG Consultants. With six years of experience serving jurisdictions in Southern and Northern California, Ms. Mith provides planning services to agencies using her knowledge of administering municipal codes, application of CEQA knowledge to entitlements and design reviews, and her highly developed verbal and written communication skills in providing information to the public and other departments within agencies. Ms. Mith has a strong creative background and is proficient in AutoCAD, architectural drafting, Sketch Up, GIS and Photoshop.

Glenn Lajoie, AICP, Director of Environmental Planning

Mr. Lajoie has over 30 years of experience in the practice of CEQA/NEPA environmental review and Community Planning/Policy Development for clients and agencies throughout California. His skill set includes project and budget management, quality assurance, meeting facilitation, agency staff service assistance, and third party/peer review verification of analysis and findings.

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Bradley Misner AICP

Principal Planner

EDUCATION

Bachelor of Science, Geography and Group Social Science
Western Michigan University | Kalamazoo, MI

Continuing Education Coursework:
Land Use Law
California Environmental Quality Act (CEQA)
Subdivision Law
University of California, Los Angeles – Extension | Los Angeles, CA

PROFESSIONAL AFFILIATIONS

American Planning Association

American Institute of Certified Planners

To his role as Principal Planner for CSG Consultants, Mr. Misner brings expertise gained from over 25 years in the field, including extensive public agency employment experience. His wide range of municipal planning skills and experience includes current and policy planning, zoning law creation and administration, and public administration.

RELEVANT EXPERIENCE

Community Development Director | City of Benicia, CA
Mr. Misner directed the Planning and Building Division functions and managed consultants; prepared and managed department budget ($3 million); served as the Zoning Administrator; was a member of the Executive Management Team; responsible for implementation of electronic plan review and application submission, permit tracking automation, and development process improvements; and directed and coordinated housing policy discussions and preparation of Housing Element, including leading the establishment of objective planning standards in response to State Legislation requiring streamlined review of qualifying housing projects.

Community Development Director | City of Millbrae, CA
Mr. Misner served as Interim Director in September 2018, hired permanently in January 2019; directed functions and services of the Planning, Housing, Economic Development, Building, and Code Enforcement divisions; directed and supported the Planning Commission; provided project management for significant TOD developments; prepared policy support and prepared reports, recommendations to City Council; and managed department budget ($2.9 million).

Director of Planning and Neighborhood Services | City of Milpitas, CA
Mr. Misner directed the City Planning, Housing, and Neighborhood Services Divisions, managing 14 full-time employees and various consultants, and a $3.6 million department budget. He was responsible for hiring, training and mentoring planning, housing, and code enforcement staff. Additional responsibilities included the City's General Plan Update and associated consultant and budget management and serving as liaison to the Planning Commission and as a member of the Executive Management Team.

Principal and Owner | Davis and Misner, LLC, Danville, CA
Mr. Misner provided project management and consulting services to private clients and municipalities in California. His work included project review, report preparation and analysis, compliance review with General Plan policies and Zoning Ordinance regulations.

Principal Planner | City of Santa Monica, CA
Mr. Misner worked in several roles of increasing responsibility during his 18-year tenure with the City's Planning Division. As Principal Planner, he supervised a team of five planners, one staff assistant and various consultants; was a member of four-person team which drafted a comprehensive update to the City's Zoning Ordinance established in 1988. Other accomplishments and duties in his planning roles included:

- Preparing and presenting staff reports involving major projects and policy analysis to the Planning Commission and City Council
- Assisting the Director as Ombudsman to the Business Community
- Serving as a member of a public/private alliance established for business retention and attraction
- Analyzing, processing, and negotiating complex land-use applications and development agreements
- Preparing reports and presenting recommendations to Planning Commission/City Council

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Ethan **Edwards** AICP

Vice President of Planning Services

EDUCATION

Bachelor of Science, Urban and Regional Planning
California State Polytechnic University | Pomona, CA

PROFESSIONAL AFFILIATIONS

American Planning Association | Orange County Chapter
Los Angeles Chapter
Northern Chapter
Central Chapter

American Institute of Certified Planners

International City/County Management Association

Association of Environmental Professionals

Mr. Edwards serves as the Vice President of Planning Services for CSG Consultants. To this role, he brings expertise in current and advanced planning, design review, coastal development review and CEQA, project and planning staff management, and professional practice building – from over 24 years of increasingly complex land use planning and management experience in Orange and Los Angeles Counties, northern California and the State of Oregon. Prior to joining CSG, Mr. Edwards served as a planner for several public and private sector organizations, and has served in various management roles including Community Development Director, Planning Manager and Principal Planner.

RELEVANT EXPERIENCE

Acting Community Development Director/Planning Manager | City of Carson, CA
Mr. Edwards served as the Acting Planning Manager and Community Development Director for the City of Carson where his duties included oversight of the Planning Department (including CSG staff), project management, scheduling, budgeting, agenda review and participation in public hearings. He also managed the City's on-call environmental and design consultants and provided direction on the comprehensive General Plan Update.

Principal Planner | City of El Segundo, CA
As a contract Principal Planner, Mr. Edwards manages complex discretionary and administrative permits including Development Agreement negotiation, environmental impact report management; prepares agendas, reviews and prepares reports; conducts presentations to elected officials, commissions, and citizen groups.

Planner | City of Huntington Beach, CA
While working with the City of Huntington Beach, Mr. Edwards managed discretionary and administrative permits; mentored staff; prepared agendas, reviewed and prepared reports, and interpreted zoning regulations as the Zoning Administrator Liaison; oversaw environmental consultants; and provided City management solutions for permit processing streamlining and customer service strategies.

Planning Manager | Baysinger Partners Architecture, Portland, OR
Mr. Edwards' duties as Planning Manager included: supervising the planning and entitlement division; managing staff priorities and department budget; preparing and processing applications for public and private development projects; providing consultant coordination and project management; and professional practice building.

Planner | City of Beaverton, OR
Mr. Edwards provided project management for current planning projects; assisted in design review code revisions; gave presentations to elected officials, commissions, and citizen groups; and served as the City staff liaison for an inter-jurisdictional commuter rail project and committee.

Associate Planner | City of Santa Monica, CA
Mr. Edwards gave presentations to zoning administrator, planning commission, and architectural review board and prepared reports for a variety of entitlement projects while working for the City of Santa Monica.

Associate Planner | Civic Solutions, San Juan Capistrano, CA
Mr. Edwards provided contract planning, grant writing/management services for the cities of Rancho Santa Margarita, San Gabriel, and Santa Monica.

Community Planner | RBF Consulting (Michael Baker Int.), Irvine, CA
Mr. Edwards worked as part of the Urban Design Studio group, preparing development code updates and design guidelines, assisted with urban design community outreach and revitalization implementation plans and recommendations, and provided contract planning service.

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Leila Carver PTP

Senior Planner

PROFESSIONAL AFFILIATIONS

American Planning Association (APA) |Vice Director Finance, Board Member for California Chapter Orange Section

Professional Transportation Planner Transportation Professional Certification Board

EDUCATION

Master, Urban and Regional Planning California State Polytechnic University | Pomona, CA

Bachelor of Arts, Political Science California State University | Fullerton, CA

AWARDS

Superior Accomplishment Award, 2015

Participation and leadership on the Caltrans Development Review Geobased Tracking System software application

PRESENTATIONS

Panelist for UCI Diversity Panel for University of Irvine, CA

Moderator for APA Orange Section Program July 2020, Zoom

Ms. Carver serves as a Senior Planner for CSG Consultants. She has expertise in project management, CEQA, GIS and demographic research and excels in leadership and customer service. She gained skills and knowledge in many areas of transportation planning from her nine years of experience with Caltrans. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team. She is currently serving as a Board Member for the APA California Chapter, Orange Section.

RELEVANT EXPERIENCE

Planner | City of El Segundo

Ms. Carver serves as a contract planner for the City of El Segundo where she manages complex discretionary permit cases and assists the City with the SB-2 Grant Administration. Ms. Carver conducts project review, prepares staff reports and notices, presents to community and stakeholders and coordinates with applicants and their consultants as part of these efforts.

Planner | City of Laguna Niguel

Ms. Carver serves as a contract planner for the City of El Laguna Niguel where she manages discretionary permit cases. Ms. Carver conducts project review, prepares staff reports and notices, presents to community and stakeholders and coordinates with applicants and their consultants as part of these efforts.

Consulting Planner | City of Burbank

Leila supports the Planning Division with the review and processing of several proposed single-family development special development permits in compliance with the City's requirements for Neighborhood Compatibility Review. She coordinates to obtain conditions of approval and provide findings to prepare approval letters in coordination with City staff, conducts site visits and reviews the Municipal Code, Design Guidelines to establish recommendations for a development that would maintain the architectural integrity and compatibility with the existing neighborhood.

Planner | City of Rolling Hills

Ms. Carver supports the Planning Director for the City of Rolling Hill including preparation of the City's Annual Progress Report for the Housing Element, and other planning services.

Planner | Town of Colma

Leila provides planning services to the Town of Colma by assisting with the Town's General Plan Update and Environmental Impact Report, and Climate Action Plan Update.

Planner | City of Carson

Ms. Carver served as a planner for the City of Carson where she managed several complex discretionary permit cases. Ms. Carver conducted project review, managed schedules, prepared staff reports and notices, presented to Planning Commission and stakeholders and coordinates with applicants and their consultants as part of these efforts. She also participated in the Community Outreach and Public Participation team including attending multiple community events to solicit input from public/community for General Plan Update.

Planner | City of Compton

As a contract Associate Planner, Ms. Carver reviewed various development plans, prepared comment letters, and assisted City Staff with priority projects. She managed the development review for a transitional housing project for a discretionary permit application for a conversion from existing hotel to transitional housing project with supportive services. She also participated in the community outreach efforts/charrettes for a new Downtown Specific Plan with City staff.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Nancy Mith

Associate Planner

EDUCATION

Bachelor of Science, Urban and Regional Planning

California State Polytechnic University | Pomona, CA

MEMBERSHIPS

American Planning Association (APA)

Ms. Mith serves as an Associate Planner for CSG Consultants. With her five years of experience with jurisdictions in Southern and Northern California, Ms. Mith provides planning services to agencies using her knowledge of administering municipal codes, application of CEQA knowledge to entitlements and design reviews, and her highly developed verbal and written communication skills in providing information to the public and other departments within the agencies. Ms. Mith has a strong creative background and is proficient in AutoCAD, architectural drafting, Sketch Up, GIS and Photoshop.

RELEVANT CSG EXPERIENCE

Associate Planner | City of Laguna Niguel, CA

As a Consulting Planner at the City of Laguna Niguel, Ms. Mith provides staff augmentation and functions as an extension to City Staff. Ms. Mith assists with the daily counter operations including assisting customers with current Planning inquiries, processing administrative applications, reviewing zoning code regulations, and coordinating with various City and external departments. Ms. Mith also manages and processes several entitlements including Use Permits and Site Development permits for projects including both residential and commercial remodels and additions, as well as wireless facilities modifications and minor adjustments.

Associate Planner – SB2 Grant Program | City of El Segundo, CA

Ms. Mith provides assistance with the daily tasks associated with the SB2 Planning Grant Program (Program) that the City is processing as part of their Housing Element Update. As part of the ongoing tasks for the Program, Ms. Mith helped conduct a sites inventory analysis to locate potential sites for additional housing that would help the City meet its Regional Housing Needs Allocation. She prepared a community outreach plan that included options for safer community engagement that is appropriate for the current climate, and as part of the community outreach efforts, Ms. Mith also developed a Housing Needs survey to be utilized in upcoming Program workshops. Ms. Mith continues to provide support to the City and assists with additional tasks to help bring the Program to completion.

Associate CEQA Planner | Town of Colma, CA

Ms. Mith provides Associate Planner services to the Town of Colma by assisting with the General Plan Update and the draft Environmental Impact Report.

Associate Planner | Multiple CSG Client Agencies

As a Consulting Planner for the Cities of Gustine, Pasadena, Carson, Hawaiian Gardens, and Garden Grove, Ms. Mith supports City Staff by assisting with project plan review, answering customer inquiries, and coordinating with City Staff to ensure completeness and timeliness of project review. She reviews new and rehabilitated landscape projects to verify compliancy with State mandated landscape efficiency requirements. Specifically, Ms. Mith reviews the project's annual water budget calculations and ensures that the proposed landscape project does not exceed the State's maximum allowed water usage.

Housing Specialist | City of Hawaiian Gardens, CA

Ms. Mith served as a Housing Specialist where she managed the City's Beautification Program. Her responsibilities included project management, soliciting and reviewing applications, site visits, creating scopes of work, writing and distributing requests for proposals for contractors, and consultant coordination. She also wrote staff reports and prepared presentations for public hearings regarding the Program.

ADDITIONAL EXPERIENCE

Assistant Planner | Cities of West Hollywood and Claremont, CA

As a contract Assistant Planner for the Cities of West Hollywood and Claremont, Ms. Mith reviewed multi-family residential development plans, drafted and sent out corrections notices, assisted with drafting conditions of approval documents and staff reports, researched the City's codes to ensure projects' compliancy with the City standards, and assisted with a development study to research and compile data on the existing conditions of multi-family developments.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Glenn **Lajoie** AICP

Director of Environmental Planning

EDUCATION

Master's Degree in Public Policy and Administration
California State University
Long Beach, CA

Bachelor of Arts, Geography / Urban Studies
California State University
Long Beach, CA

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

Association of Environmental Professionals (AEP)

Mr. Lajoie has over 35 years of experience in the practice of CEQA/NEPA environmental review and Community Planning for clients and agencies throughout California. His range of environmental review studies has included policy, land development and infrastructure projects. Along with an extensive background in CEQA/NEPA, his practices have also encompassed policy planning programs, such as General Plans, Specific Plans, neighborhood studies and due diligence analysis. Mr. Lajoie's skill set includes project and budget management, quality assurance, meeting facilitation, agency staff service assistance, and third party/peer review verification of analysis and findings. His primary objective as a professional planner has always focused on assuring integrity, quality and legal defensibility of analysis and processes, culminating in win-win solutions for clients and communities.

Mr. Lajoie has an extensive background with local and regional agencies throughout California. The geographic context is wide ranging including: resort and destination projects in the Town of Mammoth Lakes; numerous infrastructure and water availability/desalination project reviews in the Community of Cambria; city center and neighborhood revitalization opportunities in Lancaster: over two million square feet of expansion for the Raytheon Corporate facility in El Segundo; Long Point (Terranea Resort) in Rancho Palos Verdes; downtown high rise and mixed-use proposals in Long Beach; The 2035 General Plan Update for Buena Park; buildout of the Cypress Business Park Master Plan in Cypress; campus modernization and enhancement projects at the University of California, Riverside and the master plan for beautification and growth at the Hotel Del Coronado.

RELEVANT PROJECT EXAMPLES

- Amazon Delivery Station IS/MND, West Covina
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR
- Brookhurst/Adams Intersection Improvements EIR, Huntington Beach
- Dana Point Town Center IS/MND, Dana Point
- Department of Water and Power Specific Plan Amendment EIR, Seal Beach
- Downtown Fairfield Justice Center Campus IS/MND, Solano County
- Historic Downtown Upland Specific Plan/EIR, Upland
- Hyundai North American Corporate Campus EIR, Fountain Valley
- In-house CEQA Training, Laguna Beach
- Janss Marketplace Hotel EIR, Thousand Oaks
- Lincoln (Nelles) Specific Plan EIR, Whittier
- Mammoth Yosemite Airport Regional Air Service IS/MND, Mammoth Lakes
- Manteca Marketplace Section 15183 CEQA Consistency Checklist, Manteca
- Mission Viejo Medical Center Office Building EIR
- North Third Street Mixed Use IS/MND, Burbank
- Oasis Road Specific Plan Master EIR, Redding
- On-call Environmental Planning Service, Calaveras County
- On-call CEQA Review, Colma
- Palmdale Transit Village Specific Plan/EIR, Palmdale
- Piercy Road Industrial Warehouse IS/MND, San Jose
- Robinson Ranch North EIR, Yucaipa
- South Pasadena Downtown Revitalization Project EIR, South Pasadena
- South San Francisco 2040 General Plan Update EIR
- Southeast Development Area Specific Plan Program EIR, Fresno
- The Colonies at San Antonio Specific Plan EIR, Upland.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Organization Chart

SECTION D

CSG's business model is to ***serve as an extension of municipal staff*** - working solely for public agencies and not for private developers. Our team members excel at customer service and maintain CSG's high standards of integrity, responsiveness, and work quality. We do this seamlessly, minimizing disruption to the City's existing workflows and processes. All proposed staff will be located out of our Orange office.

We take pride in providing project managers who have a variety of project experience, who are motivated to excel in the Planning field, and who have technical and customer service skills that are crucial to on-the-job success.



Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

References

SECTION E

Our record of success with our clients is outstanding, and we encourage you to contact our references. The following is a partial list of references for which CSG has provided similar planning services.

City of Fullerton
Sunayana Thomas
Interim Director of Community & Economic Dev.
303 W. Commonwealth Ave.
Fullerton, CA 92832
(714) 738-6837
sunayana.thomas@cityoffullerton.com

Planning Services

2021–Ongoing

City of Thousand Oaks
Kelvin Parker
Community Development Director
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
(805) 449-2500
kparker@toaks.org

Planning Services

2021–Ongoing

City of Norwalk
John Ramirez
Community Development Director
12700 Norwalk Boulevard
Norwalk, CA 90650
(562) 929-5700
jramirez@burbankca.gov

Planning Services

2020–Ongoing

City of Carson
Saied Naaseh
Community Development Director
701 E. Carson Street
Carson, CA 90745
(310) 952-1761 x13654
snaaseh@carson.ca.us

Planning Services

2016–Ongoing

City of Garden Grove
Maria Parra
Planning Manager
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5312
MariaP@ci.garden-grove.ca.us

Planning Services

2017–Ongoing

City of El Segundo
Eduardo Schonborn
Planning Manager
350 Main Street
El Segundo, CA 90245
(310) 524-2312
eschonborn@elsegundo.org

Planning Services

2016–Ongoing

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

PROJECT EXAMPLES

Our track record of success is outstanding. The following is a small sampling of on-call contracts and projects performed under our On-Call Planning and Environmental consulting services, similar to those requested by the City. Additional examples and references are available upon request.

Staff Augmentation Services | City of Fullerton, CA

2021-Ongoing

CSG staff currently provide project management, entitlement, plan review, managerial, and housing related services to the City of Fullerton. Staff is managing complex land use entitlements, provides daily supervision of staff, coordinates and presents internal staff review committee meetings, prepares staff reports, resolutions, conditions of approval, and housing compliance reports. CSG staff has also worked in an advisory role to help create strategies, including creation of standards, for Housing Element compliance.

Key Personnel: Bradley Misner (Project Manager), Vince Fregoso

Staff Augmentation Services | City of Thousand Oaks, CA

2021-Ongoing

CSG staff currently work with the City of Thousand Oaks to provide staff augmentation planning services by reviewing plans for compliance with zoning, design standards, and procedural requirements. Additionally, our staff help research land use issues, trends, and best practices and are assisting with the preparation of new land use regulations including ordinance amendments on self-storage facilities.

Key Personnel: Brenna Wengert (Project Manager)

Staff Augmentation Services | City of Burbank, CA

2018-Ongoing

CSG provides as-needed planning services for the City. Services include reviewing single family development permits to comply with the cities' design guidelines and neighborhood compatibility review, working with the applicants and city staff to create compatible development projects within the existing historical neighborhoods and special districts, and drafting approval letters, mailing notices and sign requirements.

Key Personnel: Ethan Edwards (Principal in Charge), Leila Carver (Project Manager), Nancy Mith

Staff Augmentation Services | City of Laguna Niguel, CA

2021-2022

CSG provided planning support services to the City of Laguna Niguel. Services include site plan reviews, entitlement processing, and public counter support.

Key Personnel: Ethan Edwards (Principal in Charge), Nancy Mith

Planning Services | City of Garden Grove, CA

2014-Ongoing

CSG staff currently provides project management and staff augment planning services to the City of Garden Grove. Staff manages the entitlement process for various priority developments and serves as the main point of contact representing the City. Staff also provides plan review, plan check and public counter coverage services.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Planning Services | City of Carson, CA

2016-Ongoing

CSG provides on-call planning and environmental services to the City of Carson. As part of this process, our Planning Lead manages technical consultants, provides document review, conducts community outreach, and attends community and City Council meetings. Our staff is currently managing The District at South Bay Specific Plan amendment for a modification to the permitted land uses and development standards for a portion of its 157-acres. The site remains undeveloped, as it was used as a landfill site for the deposition of waste/refuse from areas throughout Los Angeles County between 1959 and 1965, prior to the incorporation of the City of Carson.

Planning Services | City of Norwalk, CA

2020-Ongoing

CSG staff is currently managing the Norwalk Transit Village project, a 32-acre Mixed Use Eco-District in the City of Norwalk. The property sits roughly 0.25 acres from a Metrolink Station and is immediately adjacent to a 9.4-acre public park. The project will include up to 770 dwelling units (40% affordable), ample open space, a 150-key hotel, and neighborhood commercial space. CSG's responsibilities include drafting the Specific Plan, managing the CEQA compliance document (in this case, an EIR), Public Outreach, management of due diligence activities and a Remediation Action Plan, entitlement processing and Project Team management. This unique project will occupy the site of a former State-owned Youth Correctional Facility and is subject to the Surplus Land Act.

Planning Services - Los Angeles Charger Facility | City of El Segundo, CA

2016-Ongoing



For this project to develop the Los Angeles Chargers headquarters and training facility, CSG's Planning team, Leila Carver and Brad Misner, assumed a project manager role in working with the applicants to process the requisite entitlements which including an EIR Addendum, Development Agreement Amendment, Minor Amendment of the Smoky Hollow, Specific Plan, Vesting Tentative Tract Map, and Site Plan Review. CSG successfully presented the entitlement package, staff reports, resolutions, and project presentation to both the Planning Commission and the City Council, and both were approved. CSG's team is also assisting the City with the realignment of the Nash Street Extension. In this role, we are ensuring that the street design is consistent with the Specific Plan and incorporates the requisite median design and sidewalk and bike lane improvements. All together this 14-acre project comprises a three-story, 143,702 sf headquarter facility with office space, studio space, and player training; three practice fields, storage buildings, 347 parking spaces, and privacy netting along eastern and southern boundaries.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Planning Services | City of El Segundo, CA

2016-Ongoing



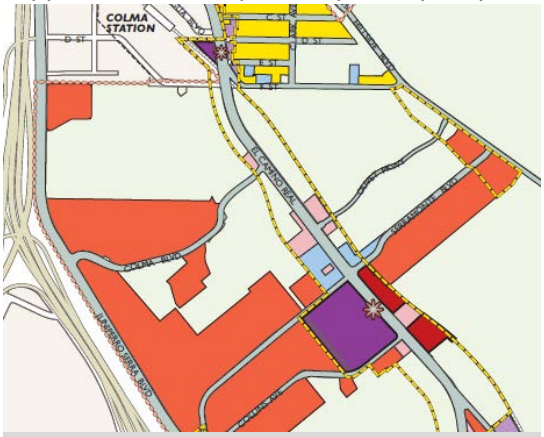
City of El Segundo – Entitlement Processing

CSG staff provides project management and entitlement processing services for the City of El Segundo. We currently manage several high-profile projects, including a ±140-acre mixed use site on the former Raytheon manufacturing site and a mixed-use media campus. Another noteworthy project is the Smoky Hollow Specific Plan Amendment and EIR for the Grand Kansas II Project. CSG staff provides entitlement project management and conducted a peer review of the environmental documentation for this office and commercial development. Our services also include Site Plan Review, Specific Plan Amendments, Coastal Development Permits, public outreach and grant administration.

Staff Augmentation Services | Town of Colma, CA

2011-Ongoing

CSG has provided complete Planning Staff Augmentation services to the Town of Colma since 2011. During this time, CSG Planners have served as the Town's planning staff, including City Planner. This includes the processing of moderate and large development applications. Examples of specific policy planning services include updating the Town's Climate Action Plan, completion of its Local Hazard Mitigation Plan, Development Fee Ordinance, Smoking Ordinance, Housing Ordinances, and Economic Development Plans. CSG staff is currently managing an update to the Town's General Plan and GP EIR, and a Streetscape Master Plan for Serramonte Boulevard and Collins Avenue.



Town of Colma – General Plan Update

General Plan Update EIR | Town of Colma, CA

2022-Ongoing

The Town of Colma (Town) is in the process of updating its 2040 General Plan. CSG is assisting with the Town's General Plan Update (GPU) by providing the environmental review and public meeting process for the GPU EIR.

Rancho Del Mar Affordable Housing Overlay Zone IS/ND | City of Rolling Hills, CA

2019-2020

CSG prepared an environmental document to evaluate the potential environmental effects of a Mixed-Use Multi-Family Overlay Zone (Rancho Del Mar Affordable Housing Overlay Zone). The project included all associated General Plan Land Use Element updates as well as all related Zoning Ordinance and associated Map changes. The proposed mixed-use, multi-family overlay zone would accommodate the existing uses on the site and allow for new multi-family units to be developed at a future date. While preparing the IS/ND for the initial overlay zoning, General Plan and Zoning Ordinance changes, CSG was able to assist the City with initializing all associated CEQA requirements for the Housing Element updates for the 4th and 5th Cycle updates by the end of the calendar year 2020.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Project Understanding, Overview and Approach

SECTION F

UNDERSTANDING AND OVERVIEW

CSG understands that the City of Laguna Hills is looking to obtain Planning-related project management and coordinator services to ensure the availability of resources for the community. Our senior and associate staff are equipped with the experience and knowledge to be able to provide the following services to the City upon issuance of a Task Order:

Project Initiation: A vital element in successful project management is understanding the regulatory framework and the goals, policies, and core values of the City. This effort includes reviewing all key documents such as the General Plan, the 6th Cycle Housing Element Update, the Laguna Hills Zoning Code, and the Urban Village Specific Plan. We understand the importance of immersing ourselves into the City's community, culture, and character to gain better insight of the essential elements that make up the City. CSG staff will meet with city staff in-person to begin building our relationship and to meet key personnel to establish effective communication protocols. Our goal is to establish a mutual understanding of key issues and expectations, so that a clear path is developed to ensure project milestones are met and budget is managed.

Project Coordination: We understand that highly responsive, coordinated, and responsible review of project applications is a critical service of the Planning Division. CSG is positioned to provide highly qualified personnel to assist the city with the review and processing of a multitude ministerial and discretionary planning applications. Our planning staff are highly experienced and provide project management services for a variety of municipalities throughout California. Further, we are well versed in preparing and making presentations to boards, commissions, and councils, inter-departmental review and coordination, the California Environmental Quality Act, and working with project applicants, the public, and appointed and elected board and council members.

APPROACH

Our senior staff will be involved in the overall management and quality assurance of document reviews. We communicate regularly and often, and as needed, through project check-in calls with the City. This allows us to gauge any potential issues and resolve them in a timely manner. Internally, CSG conducts weekly staff meetings in which project issues are discussed to find potential solutions to issues that may arise. These meetings and any other internal discussions with CSG staff are conducted in confidence. We will bring this same approach to the City's tasks. At CSG, we act as project managers in most of our efforts, but we are first and foremost, planners. Our goal is to always perform as a "partner planner" for our clients, providing additional support and services to existing agency staff members. CSG's project managers bring decades of project management experience, implementing best practices, while delivering work products on time and within budget.

CSG stays abreast of the ever-changing COVID-19 restrictions and regulations and their impact on business activities. CSG will adhere to all protocols that the City has established for interactions with the public and project applicants, and for presentations and attendance at planning commission and city council meetings.

We believe that a comprehensive approach to project management includes attention to land planning, economic feasibility, urban design, and the environment. Our project management philosophy is built upon the anticipation of, and preparation for, all issues that may arise throughout the planning process. By constantly considering and developing the appropriate process and plan to address political, environmental, social, and design challenges/opportunities, we can better serve the City while delivering the highest quality

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

product. Our management team of senior professionals will work in close partnership with City staff to ensure continuous coordination of our proposed project schedule and budget. They will assist the City in determining planning and environmental review requirements with support from additional CSG planners and technical staff that allow our team to provide a wide range of services in a cost-effective manner.

PROJECT MANAGEMENT

CSG's project management philosophy is built upon the anticipation of, and preparation for, all issues that may arise throughout the project process. We provide full-service project management for priority development projects. Our project managers are seasoned and have years of experience managing complex, high-profile projects that require an elevated level of engagement and coordination to ensure success.

QA/QC

CSG's project approach for Quality Assurance/Quality Control (QA/QC) places emphasis on the active participation of experienced senior staff, responsiveness to the unique demands of each client and project, active project management, and effective communication of planning and environmental information to the decision makers and the public. Our commitment to this approach has resulted in successful performance on a wide variety of assignments and long-term relationships with our clients.

ADDITIONAL SERVICES

Environmental Planning

CSG has the environmental staff resources to manage and prepare clear, concise, and legally defensible environmental documents under the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) for large and small projects. We can assist the City and its project proponents with the preparation of appropriate:

- CEQA documents and technical analyses
- Peer reviews of technical studies or CEQA documents, whether EIRs or IS/MNDs
- Environmental Assessments (EAs)
- Categorical Exclusions (Cat Exs)
- Findings of No Significant Impact (FONSI) per NEPA.
- Responses to Comments
- Statement of Overriding Considerations
- Findings and Facts.

Our planners provide comprehensive project management through the CEQA review process and offer:

- Project stakeholder coordination
- Filing of public notices
- Participation in public hearings
- Planning commission and/or city council meetings attendance and presentations

Current Planning

CSG's Planning team serves as a seamless extension of agency staff in providing contract staff support, entitlement services and project management for a variety of project types. We excel at interfacing with public agencies and elected officials, undertaking a wide range of current planning issues, and serving as case planners, applicant liaisons, or even assisting the public at the counter. Our staff planners perform daily planning activities including but not limited to zoning review and compliance, project entitlement services, Subdivision Map Act compliance, site plan review and design review. We offer expertise in coordinating with project applicants and agency staff. In addition, our planning staff prepare staff reports and make presentations to planning commissions, city councils, and boards of supervisors.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Communications Plan

SECTION G

CSG staff creates and monitors project timelines, schedules with milestones, monitors budgets, and identifies required project materials. CSG will schedule bi-weekly meetings to ensure City staff is informed of the progress of the assigned tasks. An updated project schedule and all appropriate deliverables will be provided at every meeting to maintain accountability and transparency.

CSG staff are available for conferences anytime during regular business hours via telephone, 8:00 AM to 5:00 PM, Monday through Friday. Given the nature of the assigned tasks, Planning and project management staff offer greater availability, and we can easily alter our hours to accommodate the City's needs. Evenings and weekends for special events and meetings can be arranged with 48 hours' notice. CSG staff typically respond to City staff for all questions or requests the same day, but no later than the following day a request is received.

To enable efficient, timely, and clear communication through the assignment, CSG and its staff support the use of Skype, Teams, or Zoom to conduct meetings with City staff. Web-based meeting platforms work seamlessly with functionality including screen-sharing capabilities which allow for task collaboration and overall improved communications over the course of the assignment. If the City prefers an alternative to one of these programs, CSG has the flexibility to accommodate multiple platforms for this type of exchange.

Our goal is to provide a comprehensive and robust communication approach to ensure that our team is closely aligned with City staff, is attentive to stakeholders, as well as City managers and board/Council members. We will set a consistent meeting schedule and can adapt to any changes as requested, including in-person meetings as necessary.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Compensation/Payment Schedule

SECTION H

CSG's proposed Cost Proposal is provided in a separated sealed envelope, as requested in the RFP.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Certificate of Insurance

SECTION I

CSG has reviewed the insurance requirements in the City of Laguna Hills RFP for On-Call Planning Support Services and our program meets the required coverage minimum limits.

CSG is willing and able to submit proof of the required insurance coverage (Attachment 2) set forth in the Sample Draft Professional Services Agreement (Attachment 4) prior to execution of the contract.

Attachment 2 - Consultant's acknowledgement of Compliance with Insurance Requirements for Agreement of Professional Services is provided on the following page per the City's request.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: CSG Consultants, Inc.
Name (Please Print or Type)

By: 
Consultant's Signature & Title
Cyrus Kianpour, President

Date: 3/15/2023

This executed form must be submitted with proposal.

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

CSGCONS-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861
Alliant Insurance Services, Inc.
560 Mission St 6th Fl
San Francisco, CA 94105

CONTACT NAME:
PHONE (A/C, No, Ext): (415) 946-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : American Automobile Insurance Company	21849
INSURER C : National Surety Corporation	21881
INSURER D : Pacific Insurance Company, Limited	10046
INSURER E :	
INSURER F :	

INSURED
CSG Consultants, Inc.
550 Pilgrim Dr
Foster City, CA 94404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	USC032778220	12/4/2022	12/4/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	SCV013084-22-01	12/4/2022	12/4/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USC029989221	12/4/2022	12/4/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SCW023953-22-01	12/4/2022	12/4/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			83 OH 0489503-22	12/4/2022	12/4/2023	Agg. $5,000,000 Ded.	10,000
D	Retro Date: 1/1/1991	X	X	83 OH 0489503-22	12/4/2022	12/4/2023	Occurrence:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Certification of Proposal and Required Forms

SECTION J

The completed *Attachment 1 Non-Collusion Affidavit,* and *Attachment 3 Certification of Proposal* form are provided on the following pages per the City's request.

CSG has reviewed the City of Laguna Hills RFP and Professional Services Agreement. Upon review, we request that the following modifications be considered:

- Section 6. INDEMNIFICATION

  Lines 1 and 2 – Delete "at Consultant's sole cost and expense".

  Line 7 – Delete "in any manner" and substitute "to the extent".

  Line 8 – Delete "alleged" and substitute "negligent".

  Line 21 – At the end of the section add "In no event shall the cost to defend charged the Consultant exceed the Consultant's proportionate percentage of fault."

- Section 8.4 Termination

  Line 2 – After"… notice." Insert "Consultant may terminate this Agreement for cause upon giving City thirty (30) days written notice."

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 15th day of March, 2023, at Orange, California.

_____
Signature of Authorized Representative

Cyrus Kianpour
_____
Name of Authorized Representative

President
_____
Title of Authorized Representative

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

City of Laguna Hills
RFP FOR ON-CALL PLANNING SUPPORT SERVICES

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from February 7, 2023.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 15th day of March, 2023, at Orange, California.

Name of Proposer: CSG Consultants, Inc.

By: _____
(Authorized Signature)

Type Name: Cyrus Kianpour

Title: President

Date: 3/16/2023

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

CSG CONSULTANTS

Employee-Owned

OFFICES THROUGHOUT CALIFORNIA

SAN FRANCISCO BAY AREA
• Foster City • San Jose • Pleasanton •

SACRAMENTO REGION
• Sacramento •

CENTRAL VALLEY
• Newman • Fresno •

SOUTHERN CALIFORNIA
• Orange •

WWW.CSGENGR.COM

888.794.2016

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

COST PROPOSAL FOR THE

City of Laguna Hills

FOR

On-Call Planning Support Services

PREPARED BY

CSG Consultants, Inc.

March 17, 2023

Employee-Owned

3707 W. Garden Grove Blvd., Suite 100, Orange, CA 92868
(714) 568-1010 *office* | (714) 568-1028 *fax* | www.csgengr.com
Foster City • Pleasanton • San Jose • Sacramento • Newman • Fresno • Paso Robles • Orange

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Cost Proposal

CSG's fee schedule for Planning personnel is provided in the table below.

Employee-Owned

FEE SCHEDULE

PERSONNEL / ROLE	HOURLY RATE
Planning Technician	$115
Assistant Planner	$135
Associate Planner	$150
Senior Planner	$165
Principal Planner	$180
Planning Manager	$205
Planning Director	$220
Assistant Environmental Planner	$140
Associate Environmental Planner	$155
Senior Environmental Planner	$170
Environmental Director	$205
Sustainability Programs Analyst	$155
Sustainability Programs Manager	$195
Principal-in-Charge	$225

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel, and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. CSG will initiate a rate increase based on the Optional CPI Adjustment pursuant to Section 2.3 of the Professional Services Agreement. CSG will deliver an invoice every month for services rendered during the prior month.

Revised May 23, 2023

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

Attachment: Attachment D – Professional Services Agreement with CSG Consultants, Inc (3204 : Award of Four Professional Services

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: October 8, 2024
To: Mayor and Council Members
From: Jay Wuu, Senior Planner
Issue: Approval of Four Professional Services Agreements to: 1) Ascent Environmental, Inc.; 2) De Novo Planning Group; 3) Dudek; and 4) LSA Associates, Inc., for On-Call Environmental Review Consulting Services

Recommendation: That the City Council approve four Professional Services Agreements with the following consulting firms: 1) Ascent Environmental, Inc.; 2) De Novo Planning Group; 3) Dudek; and 4) LSA Associates, Inc., for On-Call Environmental Review Consulting Services, in the total not to exceed contract amount of $500,000 each for a term of five (5) years, respectively, and authorize the City Manager to execute each of the four proposed Professional Services Agreements.

Background:

To fulfill the City's mission, goals and objectives, the City utilizes consultants on an on-call, as-needed basis for a variety of professional consulting services to assist City staff. The Community Development Department has identified the need for qualified environmental consultants to assist with a variety of services, including preliminary review of projects for California Environmental Quality Act (CEQA) purposes, preparing CEQA documents, providing peer review of CEQA documents, among a variety of other tasks. Toward this end, the City has determined that there is a need to retain the professional services of qualified land use and environmental planning firms to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis.

Pursuant to Laguna Hills Municipal Code Section 3-08.150, a formal competitive Request for Proposals (RFP) process was issued for On-Call CEQA Consulting Services on May 30, 2024. The City received sixteen (16) proposals from qualified firms by the due date of July 11, 2024. As part of the formal competitive selection process, an internal committee was assembled to evaluate the proposals. After independent evaluations were completed, the best qualified candidate firms were determined to be: Ascent Environmental, Inc.; De Novo Planning Group; Dudek; and LSA Associates, Inc., based upon their demonstrated competence and professional qualifications. Each of the selected firms have local Orange County offices, have specialized expertise in providing CEQA consulting services for municipal clients, have excellent qualified staffing, experience, and references, and have the demonstrated ability to meet the City's consulting needs.

The proposed professional services agreements provide that there is no guarantee of work being issued to any one firm, the work will be issued by Task Order only, there is a total maximum contract amount of $500,000 each, the term of the agreements are each limited to five (5) years, and the agreements are non-exclusive. The proposed agreements will be effective October 9, 2024. A majority of the costs associated with consultant services utilized under the proposed agreements is anticipated to be reimbursable through applicant deposit accounts established for discretionary applications processed through the Community Development Department.

Therefore, City staff recommends that the City Council approve the proposed Professional Services Agreements with each of the four firms recommended, which are attached hereto, and authorize the City Manager to execute each of the proposed Professional Services Agreements. The Proposals submitted to the City by each of the four firms selected are attached as Exhibit "A" to each Agreement.

Fiscal Impact:

None.

Attachments:

1. Attachment 1 - Professional Services Agreement with Ascent Environmental, Inc
2. Attachment 2 - Professional Services Agreement with De Novo Planning Group
3. Attachment 3 - Professional Services Agreement with Dudek
4. Attachment 4 - Professional Services Agreement with LSA Associates, Inc.

PROFESSIONAL SERVICES AGREEMENT
Ascent Environmental, Inc.
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 9th day of October 2024, 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 ASCENT ENVIRONMENTAL, 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 professional services of a qualified land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services for the Project.

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 professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated July 11, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and (2nd) the provisions of the Consultant's Proposal (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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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, 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 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, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Chad R. Beckstrom, AICP, Principal in Charge**. 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. *Intentionally omitted*.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: Ascent Environmental, Inc.
Attention: Chad R. Beckstrom, Principal
15642 Sand Canyon, #54491
Irvine, California 92619
Telephone: (949) 988-0890
Email: Chad.Beckstrom@Ascent.inc

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
ASCENT ENVIRONMENTAL, INC., a California corporation

By:
Gary Jakobs,
President

By:
Amanda Olekszulin,
Chief Financial Officer

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES

DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT

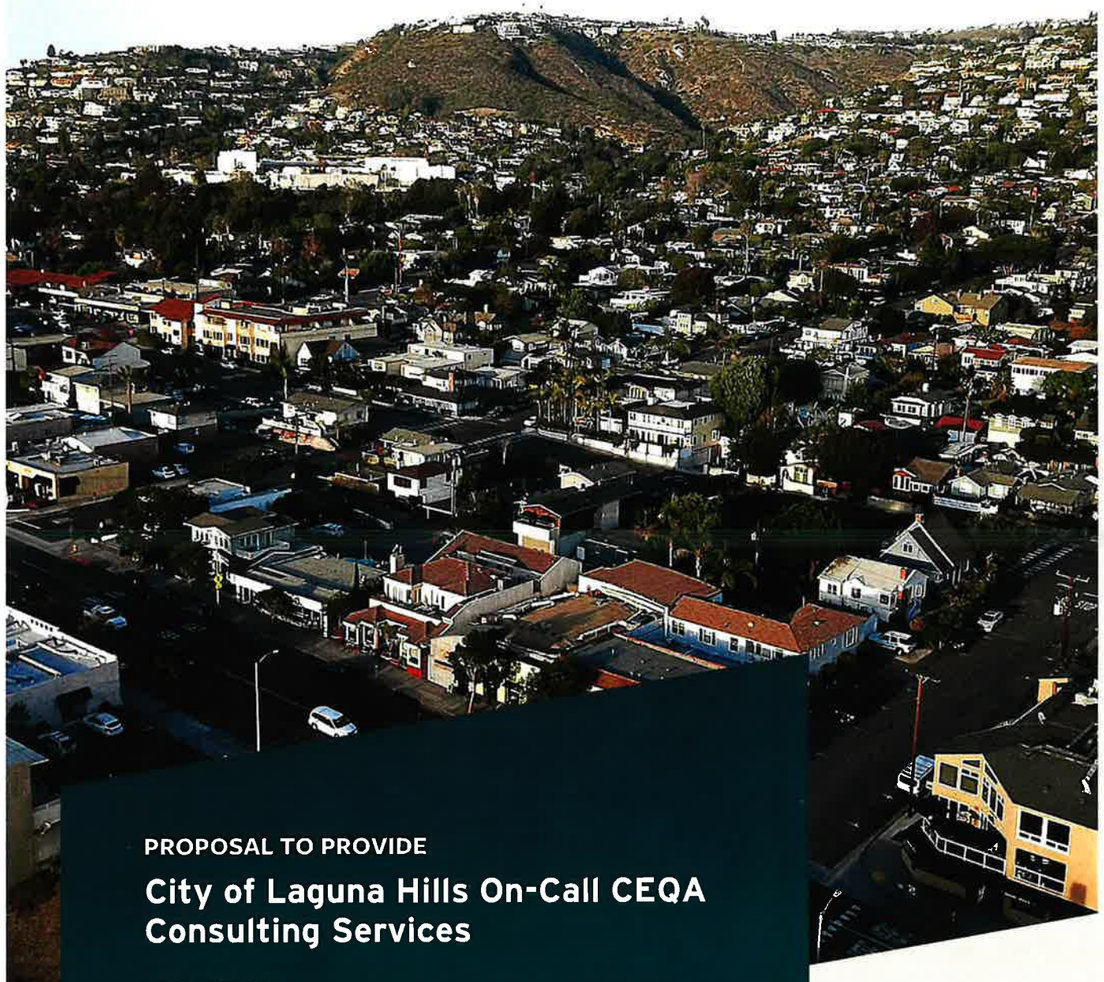
INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

ASCENT



PROPOSAL TO PROVIDE

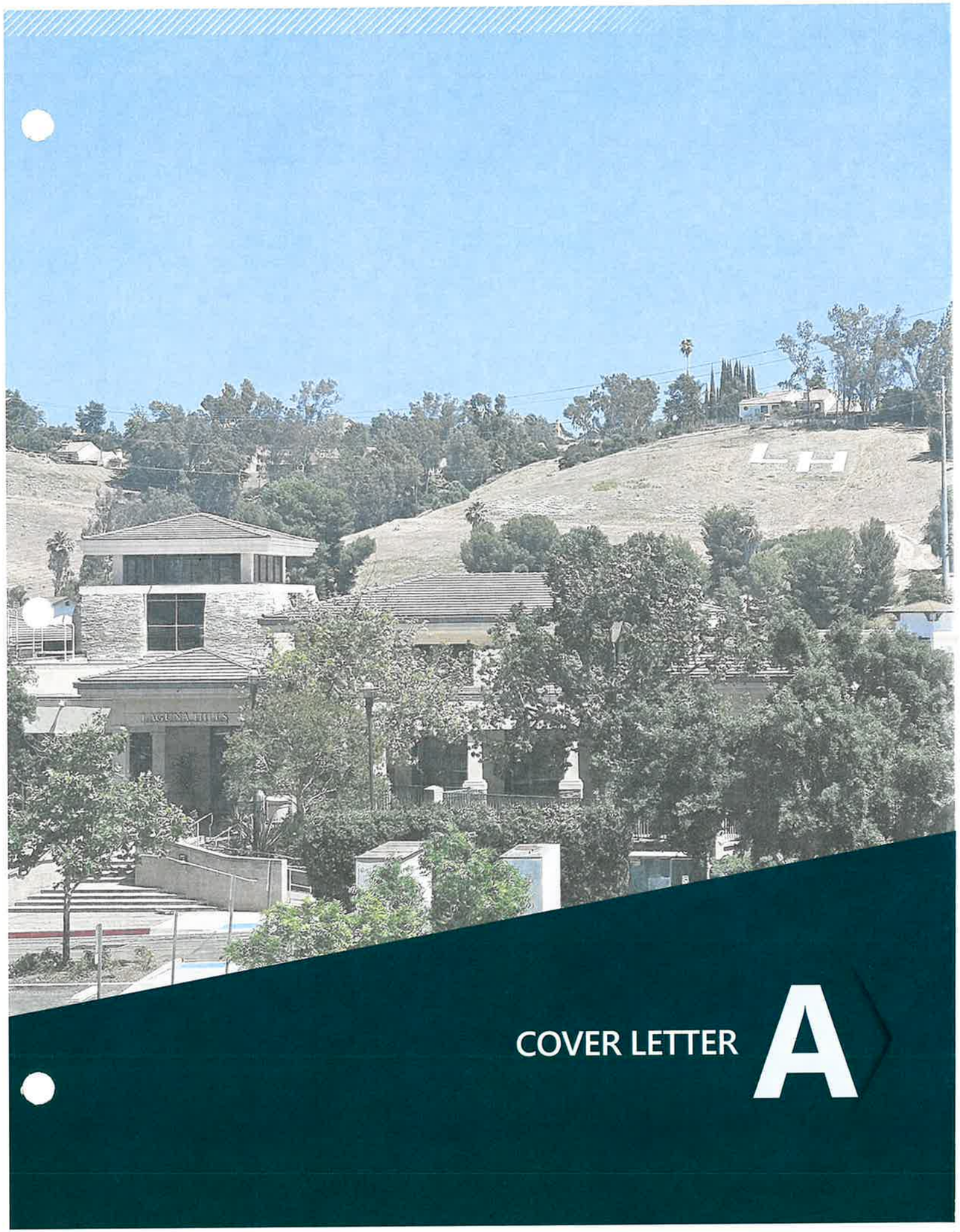
City of Laguna Hills On-Call CEQA Consulting Services

PREPARED FOR:
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

ATTENTION:
Jay S. Wuu, AICP
Senior Planner

7.11.2024

Original



COVER LETTER A

A/ COVER LETTER

July 11, 2024

City of Laguna Hills
Jay Wuu, Senior Planner
24035 El Toro Road
Laguna Hilla, CA 92653

Subject: Proposal for On-Call CEQA Consulting Services

Dear Mr. Wuu:

Laguna Hills is a charming and predominantly residential city in southern Orange County. As one of the smaller cities in the county, the city's residents enjoy a dense suburban feel, coffee shops, parks, and other amenities. These features contribute to the quality of life enjoyed by its residents but also create some concerns when new development or redevelopment have the potential to generate impacts on the community from traffic, noise, and air pollution. The pressures of providing housing to help address the housing crisis across the state, accommodating new or redevelopment of commercial and industrial uses, and dealing with general growth in the region can often conflict with the views and desires of the city's existing residents and elected officials. These factors may lead to challenges during the planning process and leave the City vulnerable to opposition or threats of litigation as part of the California Environmental Quality Act (CEQA) documentation process.

As a midsize firm of approximately 130 professionals, Ascent can help the City navigate these issues and offer the depth and breadth of environmental planning services that results in personal service, nimble responsiveness, quality outcomes, and kind staff who value enjoyable professional relationships. We are experts in complex and high-profile CEQA projects with active public involvement and scrutiny, but no project is too small for us to stoke our interest and to get involved. Ascent is the ideal candidate to assist the City with environmental review services for the following reasons:

- **We Offer a Strong Project Management Team.** With Chad Beckstrom, AICP, and Tanya Jones as the project management team, you can have confidence that they will work hand in hand with the City and be involved in person or virtually as needed. Chad and Tanya have worked together for over 15 years and are an exceptional team at addressing client needs, whether it be advising staff on the most appropriate environmental document or addressing public scrutiny and concerns from the community and decision-makers. We will focus on providing the City the best CEQA advice and highest-quality environmental documentation.
- **Our Technical Specialists Provide the Highest Expertise in Their Fields.** Ascent's in-house experts are the best in their fields, assuring the City that our technical studies, or peer reviews of applicant-prepared technical studies, will include the correct methodologies, adequately substantiate conclusions, and be CEQA-compliant. Our experts include leading greenhouse gas/air quality, biological resources, cultural and tribal resources, hydrology and water quality, noise, and transportation specialists who will be able to address and identify proper mitigation for any construction and operational effects.

- **We Have a Pristine Track Record for Preparing Legally Defensible CEQA Documents.** When you hire Ascent, you know that we share a common goal of legal defensibility and stay abreast of the most up-to-date legislation and court decisions. We plan for litigation from the start and are frequently brought in for the "stickiest" projects, often working alongside our clients' attorneys to proactively build a strong record as we go.

We look forward to the opportunity to work with the City of Laguna Hills and appreciate your consideration of our submittal. Please do not hesitate to reach out to us if you have any questions or require further information.

Sincerely,

Chad Beckstrom, AICP
Principal
e: Chad.Beckstrom@Ascent.inc
p: 949.569.9448

Tanya Jones
Senior Project Manager
e: Tanya.Jones@Ascent.inc
p: 949. 569.9503

cc: 20240148.01

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

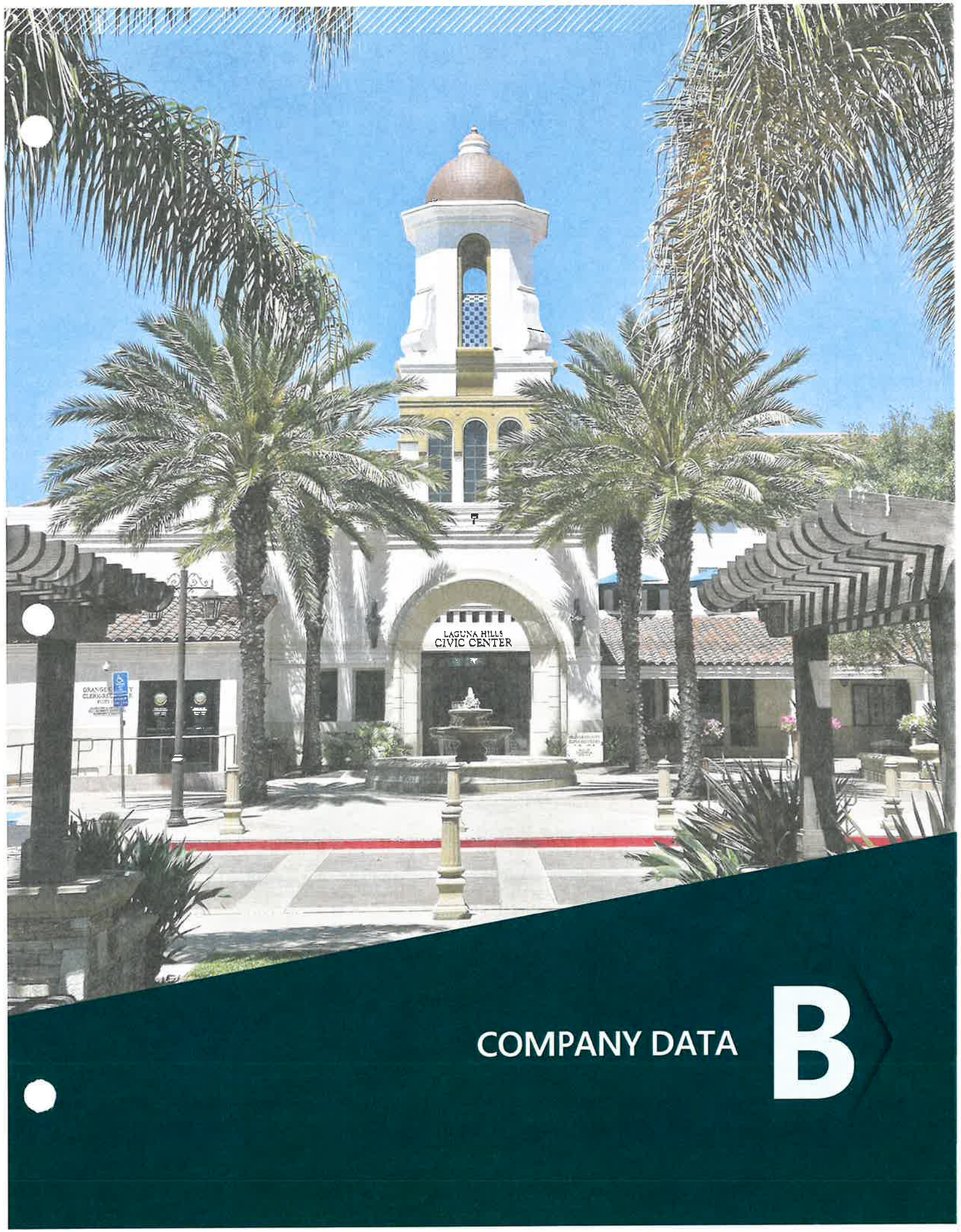
1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 3rd day of July 2024, at Irvine, California.

Signature of Authorized Representative

Chad Beckstrom, AICP — Name of Authorized Representative

Principal — Title of Authorized Representative



COMPANY DATA B

B / COMPANY DATA

PROPOSER CONTACT INFORMATION	
1. Official Name and Address	Ascent Environmental, Inc. 455 Capitol Mall, Suite 300 Sacramento, CA 95814
2. Name, Address, and Telephone Number of Point of Contact	Chad R. Beckstrom, AICP 15642 Sand Canyon, #54491 Irvine, CA 92619 949.569.9448
3. Entity	Corporation
4. Federal Tax ID Number	27-1537109
5. Firms Locations	*Irvine* | 15642 Sand Canyon, #54491, Irvine, CA 92619 *San Diego* | 1230 Columbia Street, Suite 440, San Diego, CA 92101 *Sacramento* | 455 Capitol Mall, Suite 300, Sacramento, CA 95814 *Berkeley* | 2054 University Avenue, Suite 400, Berkeley, CA 94704 *Lake Tahoe* | 128 Market Street, Suite 3E, Stateline, NV 89449
6. Statement	Ascent hereby certifies that it is an independent business entity. Ascent is not totally or partially owned by any other business organization or individual. The company operates solely under its own governance and ownership structure, free from any external ownership interests or influences.
7. Years in Business	14 years
8. Years of Experience	The Ascent team highlighted in our proposal has accumulated over 150 years of experience in providing the required, equivalent, or related services.

9. Comparable Contracts

Ascent's list of contracted projects entered into during the last 5 years is provided in *Appendix B*.

10. Contract Completion Excellence

Ascent has consistently achieved contract completion excellence without any instances of failures or refusals in our past projects.

11. Principal Stakeholders

The following employees hold an interest of 10% or greater in the proposed firm.

- Sydney Coatsworth, AICP
- Gary D. Jakobs, AICP
- Amanda Olekszulin
- Honey Walters

12. Financial Interests in Other Lines of Business

None

13. Litigation/Adverse Judgement History

Ascent principals are experts in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance and have led and/or prepared more than 2,000 environmental documents. Many have been for projects that are highly scrutinized by the public, regulatory agencies, and potential project opponents. Our clients have sought our help on their most controversial or sensitive projects, or on projects requiring creative compliance approaches. While our documents have helped avert many litigation threats, opponents have filed environmental lawsuits because of their project objections, regardless of the quality of the environmental documents. The defensibility record of litigated environmental documents led by Ascent principals is outstanding. The table below summarizes the outcome of litigation.

DEFENSIBILITY RECORD – CEQA AND NEPA DOCUMENTS LED AND/OR PREPARED BY ASCENT'S MANAGEMENT TEAM

Lawsuits Settled and Withdrawn with Document Adequacy Sustained

Amendments to Humboldt County Code Regulating Commercial Cannabis Activities EIR, County of Humboldt
Buena Vista Biomass Power Plant EIR, County of Amador
California Health Care Facility (Stockton) EIR, California Department of Corrections and Rehabilitation (CDCR)
California State Prison Fresno County – Coalinga EIR, CDCR
Disneyland Resort EIR, City of Anaheim
Foothill Ranch Planned Community EIR, County of Orange
Foothill Transportation Corridor EIR, Transportation Corridor Agencies of Orange County
Medical Cannabis Cultivation and Commerce Ordinance Project EIR, County of Calaveras
Mossdale Landing EIR, City of Lathrop
Placer County Tahoe Basin Area Plan EIR, County of Placer
River Islands at Lathrop EIR, City of Lathrop
Substance Abuse and Treatment Facility at Corcoran EIR, CDCR
Tahoe Vista Residential Project EIR, County of Placer/Tahoe Regional Planning Agency
Tasman Rail Transit Corridor Supplemental EIR, Santa Clara Valley Transportation Authority
Trabuco Hills High School Stadium EIR, Saddleback Valley Unified School District

Projects Concluded at Superior Court – Adequacy Upheld

Atwater Wastewater Treatment Improvement Project EIR, City of Atwater
Condemned Inmate Complex, San Quentin State Prison EIR, CDCR
Disney Philharmonic Hall EIR, County of Los Angeles
El Dorado County General Plan 2004 EIR, County of El Dorado
Fox Canyon Groundwater Recharge/Seawater Intrusion Project MND, United Water Conservation District
Greenbriar Development Project EIR, City of Sacramento
KOA Campground – Shingle Springs EIR, County of El Dorado
Las Flores Planned Community EIR, County of Orange
Love's Trucking Travel Stop EIR, City of Weed
Nishi Gateway Project EIR Addendum, City of Davis
Nishi Gateway Project EIR, City of Davis
Salinas Valley Water Project EIR/EIS, Monterey County Water Resources Agency
Santa Clara Gardens Project/Bay Area Research and Extension Center (BAREC) Re-use EIR, City of Santa Clara/California Department of General Services
Southeast Policy Area Strategic Plan EIR, City of Elk Grove
Trinity County Cannabis Program EIR, County of Trinity
UC Berkeley Wildland Vegetative Fuel Management Plan EIR, University of California, Berkeley
UC Davis, 2018 Long Range Development Plan EIR, University of California

Projects Concluded on Appeal – Adequacy Upheld

California Prison Reception Center – Los Angeles County EIR, CDCR
California State Prison at Delano EIR, CDCR
Camp Wawona Master Plan EIR, County of Mariposa
San Marcos Landfill Expansion EIR, County of San Diego
Tahoe Regional Plan Update EIS, Tahoe Regional Planning Agency (Ninth Circuit Court of Appeals)

Projects Concluded at California Supreme Court – Adequacy Upheld

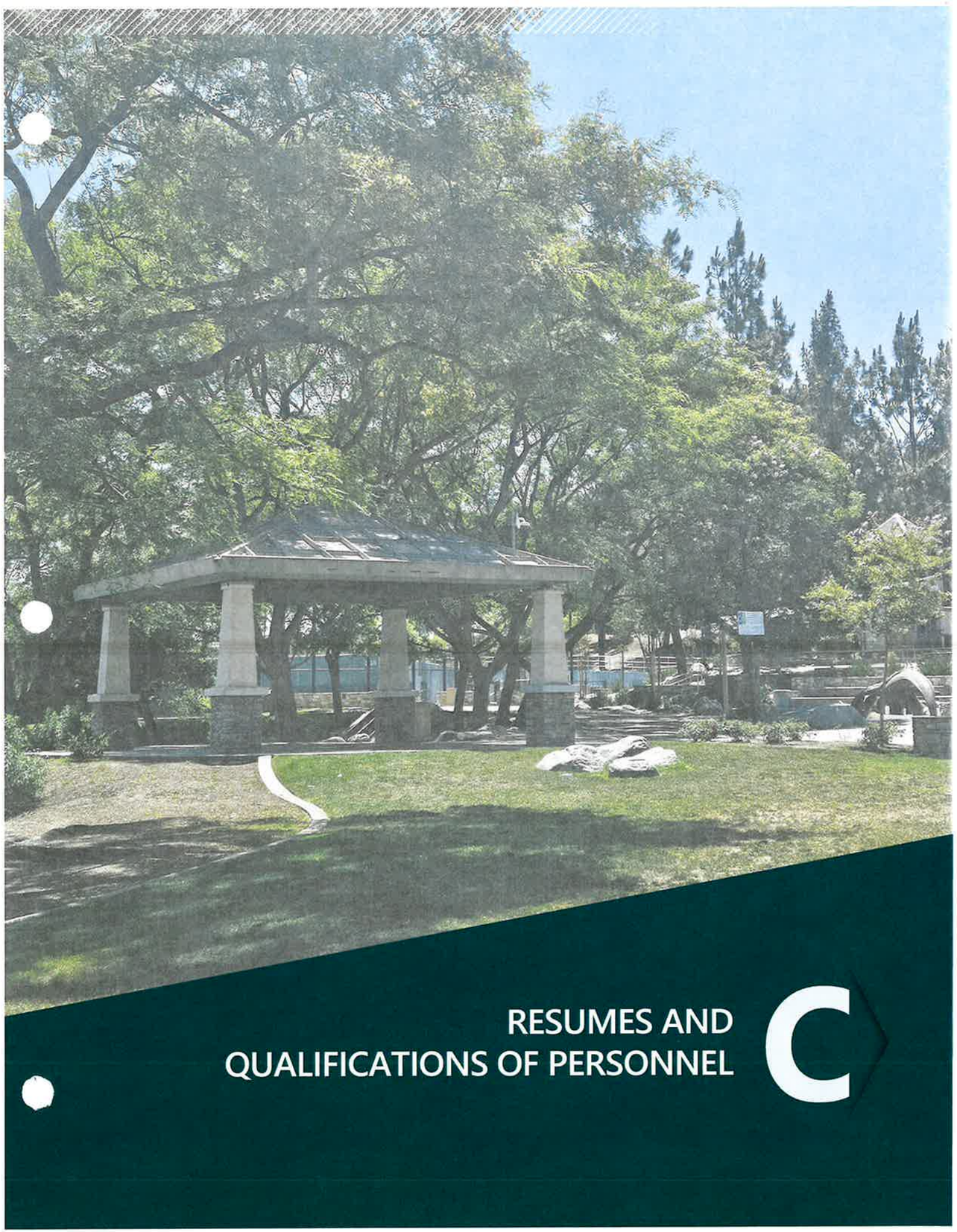
Day Creek Sand and Gravel Mining and Reclamation EIR, County of San Bernardino
Walmart Distribution Center EIR, City of Merced

EIRs Overturned in Appellate Court

Village at Squaw Valley Specific Plan EIR, County of Placer

14. Termination of Contract "For Cause" History

Ascent has not had an agreement terminated for cause or convenience or a settlement to avoid litigation or termination for convenience or default (or cause) in the last 5 years (or ever), nor does the firm have an agreement termination pending.



RESUMES AND QUALIFICATIONS OF PERSONNEL

C

C/ RESUMES AND QUALIFICATIONS OF PERSONNEL



MANAGEMENT TEAM

Ascent has carefully selected a team whose experience and expertise match well with the City of Laguna Hills' needs. *Chad Beckstrom, AICP,* will serve as principal-in-charge and has the authority to commit the company's resources to meet our quality and schedule objectives. He is responsible for planning and overseeing the execution of the work and schedule, as well as providing quality control and reviews for all environmental planning documentation. While with his prior firm, Chad conducted a peer review of the CEQA document for the ActivCare Senior Living project, as well as a peer review of the Moulton Niguel Water District Operations Center and Site Consolidation Project, both on behalf of the City of Laguna Hills. As senior project manager, *Tanya Jones* will be the City's day-to-day contact on individual task orders and projects. Together, Chad and Tanya will be available to the City to provide expertise related to all aspects of CEQA and to establish task order strategies and approach. Our management team will be responsible for close communications with the City, which ensures early issue identification and resolution, as needed, to prevent schedule conflicts. Our management team is supported by a team of in-house environmental planners and technical specialists. Following are resumes for key staff, Chad and Tanya. Following their resumes, we have included biosketches for our support team. Our team resumes are provided in *Appendix A.*



Chad Beckstrom, AICP

PRINCIPAL-IN-CHARGE

YEARS OF EXPERIENCE 27
YEARS AT ASCENT 3

EDUCATION

MURP, California State Polytechnic University, Pomona

BA, Environmental Analysis and Design, University of California, Irvine

CERTIFICATION

American Institute of Certified Planners (No. 016758)

AFFILIATIONS

American Planning Association (APA)

Association of Environmental Professionals (AEP)

PREVIOUS & CURRENT CLIENTS

- City of Laguna Hills
- City of Irvine
- City of Santa Ana
- City of Laguna Niguel
- City of Yorba Linda
- City of Lake Forest
- City of Rancho Santa Margarita
- City of Huntington Beach
- City of Brea
- City of South Gate
- City of Bakersfield
- City of Riverside
- City of Los Angeles
- City of Rancho Cucamonga
- County of Orange
- County of Los Angeles
- County of San Diego
- County of Kern
- Port of Long Beach
- Port of Los Angeles
- Inland Empire Resource Conservation District
- Irvine Ranch Water District
- San Diego Unified Port District
- California State University
- California Department of Fish and Wildlife
- San Diego Association of Governments
- Southern California Association of Governments

Chad Beckstrom, AICP, is a collaborative leader with over 27 years of consulting experience in the environmental planning industry covering environmental impact analysis documentation, environmental plans and programs, constraints/opportunities studies, policy consistency reviews, project management, strategic planning, and team leadership. He is committed to exceptional client service, with a steadfast dedication to technical excellence. Chad is well known for the ability to address complex issues, deliver strategic solutions, and help our clients to communicate scientific results in an understandable way to their stakeholders and decision-makers. He works to provide his clients with the best professional advice to solve problems related to compliance with CEQA, NEPA, and other environmental regulatory requirements. Chad brings an expert understanding of how the full range of environmental laws and regulatory requirements are integrated into the CEQA/NEPA review processes, including the Clean Water Act, Clean Air Act, California Fish and Game Code, and National Historic Preservation Act. He has experience on a wide range of project types, including residential, commercial, industrial, and mixed-use development and redevelopment, maritime ports, public infrastructure, renewable energy and transmission, roadway and transit projects, water and wastewater, schools and campus plans, recreation and parks, habitat restoration, and community general/master plans. Chad also teaches courses on CEQA and NEPA environmental review processes through university extension programs, professional seminars, and client trainings.

SELECTED PROJECT EXPERIENCE

The Village Santa Ana Specific Plan Supplemental EIR Peer Review, Orange County

City of Santa Ana

Project Director

Chad is currently serving as project director for the peer review of a Supplemental EIR to the City's General Plan Update Final Program EIR for The Village Santa Ana Specific Plan. The project involves demolition of existing commercial and office uses and redevelopment of a 17.2-acre area with a mix of residential and commercial uses. The project is proposed as a mixed-use community with commercial and residential, residential-only, and commercial-only buildings including approximately 1,583 residential units, 80,000 square feet of retail space, 300,000 square feet of office space, and over 3.6 acres of open space. Key environmental issues include air quality and greenhouse gases, cultural resources, energy, geology and soils, land use and planning, noise, population and housing, public services and recreation, transportation, tribal cultural resources, and utilities and service systems. [2024–current]

Case Road Mixed-Use Development Project Addendum, Riverside County

City of Perris/Richland Communities

Project Manager

Chad served as project manager for the preparation of an Addendum to the Green Valley Specific Plan (GVSP) Final EIR for the Case Road Mixed-Use Development Project. The GVSP is a master planned community comprising approximately 1,270

acres in Perris. The Addendum evaluated the proposed development plan comprising retail/commercial, industrial, mini-storage, and trailer/RV storage on approximately 44 acres within the GVSP area. The Addendum evaluated the impacts of the project in light of the findings of the original Final EIR, including modifications to the project and new mitigation measures. [2023–2024]

SCAG Development Streamlining

Southern California Association of Governments

Project Manager

Chad led the Ascent team in the development of guidance materials and presentation of workshops on behalf of SCAG to help accelerate the CEQA and administrative planning processes with the goal of expediting housing entitlements to preserve existing housing and increase new housing production in the region. The guidance is focused on the state legislation aimed at streamlining CEQA and administrative approvals and providing user-friendly resources and toolkits to help agency staff with day-to-day processing of housing applications and restructuring and simplifying internal entitlement processes to expand use of ministerial approvals that avoid the delays and added expenses that exacerbate the housing crisis. [2021–2024]

CEQA Document Peer Review of ActivCare Senior Living, Orange County

City of Laguna Hills

Project Manager

Chad managed the team assisting the City with conducting a peer review of the IS/MND for a residential care facility for the elderly. The IS/MND was prepared by the applicant's consultant team, and the City retained Chad and his team to supplement City staff resources to provide CEQA and technical expertise on the City's behalf. The project involved construction and operation of a 72-bed, 31,500-square-foot residential care facility within an approximately 2.5-acre project site of a former auto dealership. [2019]

CEQA Document Peer Review of Moulton Niguel Water District Operations Center and Site Consolidation Project, Orange County

City of Laguna Hills

Project Manager

Chad led the peer review and provided advisory services to the City of Laguna Hills for a proposal by the Moulton Niguel Water District to consolidate administrative and operational functions at two different sites. The project included development of new office buildings, a shop building, a fleet services building, and other improvements to the site in an area surrounded by residential uses. The City was a responsible agency under CEQA and needed to make findings on the document in order to process entitlement applications. The project team was brought in to ensure the document sufficiently addressed the City's issues, mitigated impacts caused by the project, and addressed the concerns of a vocal and involved community that surrounds the project. Chad worked closely with City staff and its outside legal counsel to focus the reviews on technical accuracy, methodologies, and defensibility. [2018]

SunPointe Residential Project EIR, Orange County

City of Laguna Niguel

Project Manager

Chad led preparation of an EIR for a 71-unit single-family hillside subdivision on an approximately 19.5-acre site that was fraught with a number of significant environmental challenges, including sensitive biological resources, geotechnical concerns, and construction impacts from extensive grading, as well as community concerns, such as land use density, visual impacts, noise, and traffic due to the single access point through an existing established neighborhood. Chad worked with the City to address community members' concerns and provided support during public hearings. [2019]

Page 45 of 120



Tanya Jones
PROJECT MANAGER

YEARS OF EXPERIENCE 16
YEARS AT ASCENT 2

EDUCATION

BA, Environmental Analysis and Design, University of California, Irvine

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

PREVIOUS & CURRENT CLIENTS

- City of Irvine
- City of Santa Ana
- City of Laguna Niguel
- City of Laguna Beach
- City of Yorba Linda
- City of Lake Forest
- City of Newport Beach
- City of Huntington Beach
- City of Brea
- City of Escondido
- City of South Gate
- City of Bakersfield
- City of Riverside
- City of Goleta
- City of Belvedere
- County of Orange
- County of Los Angeles
- County of Kern
- County of Marin
- Port of Long Beach
- Port of Los Angeles
- Inland Empire Resource Conservation District
- Irvine Ranch Water District
- San Diego Unified Port District
- Metropolitan Water District of Southern California
- California State University
- California Department of Fish and Wildlife
- Southern California Edison

Tanya Jones has 16 years of experience as a senior project manager and CEQA/NEPA specialist. She is dedicated to maintaining flexibility, being highly responsive, facilitating open and direct communication, and strictly adhering to the project budget and schedule. Tanya has been responsible for management on a wide variety of projects throughout Southern California subject to CEQA and NEPA. She is trained in environmental analysis and design and has experience preparing environmental documents for a range of projects, including utility and public service infrastructure, residential, commercial, energy, and transportation. As a project manager, Tanya serves as the primary point of contact for clients and is responsible for hands-on management of the overall project and for document quality, schedule, and budget. She has a strong ability to thoroughly review documents and manage project changes, and she uses her expertise at maintaining consistency and aggressive schedules. Tanya coordinates daily between her clients and project teams to ensure legally defensible environmental documents.

SELECTED PROJECT EXPERIENCE

The Village Santa Ana Specific Plan Supplemental EIR Peer Review, Orange County

City of Santa Ana

Project Manager

Tanya is currently serving as project manager for the peer review of a Supplemental EIR to the City's General Plan Update Final Program EIR for The Village Santa Ana Specific Plan. The project involves demolition of existing commercial and office uses and redevelopment of a 17.2-acre area with a mix of residential and commercial uses. The project is proposed as a mixed-use community with commercial and residential, residential-only, and commercial-only buildings including approximately 1,583 residential units, 80,000 square feet of retail space, 300,000 square feet of office space, and over 3.6 acres of open space. The project would require the following entitlements: the Village Santa Ana Specific Plan to regulate future development at the site; certification of a Supplemental EIR: an Amendment Application (zone change) to change the zoning of the site from Specific Development Plan Number 48 to The Village Santa Ana Specific Plan District; a Tentative Tract Map to delineate parcel boundaries and public rights-of-way; and a development agreement detailing development rights and public benefits. Key environmental issues include air quality and greenhouse gases, cultural resources, energy, geology and soils, land use and planning, noise, population and housing, public services and recreation, transportation, tribal cultural resources, and utilities and service systems. [2024–current]

Mile Square Regional Park Master Plan EIR, Orange County

OC Parks

Project Manager

Tanya served as project manager for the preparation of an EIR for implementation of the Mile Square Regional Park (MRSP) Master Plan. The project site encompasses the 93-acre existing Mile Square Golf Course and portions of the existing MRSP located in

north Orange County in Fountain Valley. The project would displace the existing Mile Square Golf Course within the MRSP, which held a lease from OC Parks to operate, and other improvements would occur in the eastern portion of the existing park. The project involves improvements outlined in the MSRP Master Plan, including the addition of the 93-acre project site to the existing MSRP park facilities. The addition of the project site to the MSRP would build on the park's existing resources, amenities, and programs enjoyed by the public. The MSRP Master Plan identifies multimodal circulation improvements, specific programming opportunities, areas for ecological restoration, and other recreational improvements that focus on expanding the park's recreational value and open space preservation. The EIR was certified in July 2021, with key environmental issues including biological resources, cultural resources, hydrology and water quality, noise, recreation, traffic, utilities, and public services. [2021]

TGS Campus Woodbridge Project IS/MND, Orange County

City of Irvine

Project Manager

Tanya served as project manager for the preparation of an IS/MND for the TGS Campus Woodbridge Project. The project proposed to add 5,000 square feet of office expansion to the existing 41,400 square feet of office, warehouse, and support uses spanning three buildings on a 2.72-acre project site. Implementation of the project would require a General Plan Amendment to increase the development intensity within the Village of Woodbridge, Planning Area 15, and transfer unused development intensity from the Neighborhood Commercial land use category to the Multi-Use General Plan land use category. The scope of work included peer review of applicant-prepared technical studies, including air quality, GHG, and noise studies, for completeness, appropriateness of methodology, accuracy of results, and appropriate CEQA content and conclusions in order to complete the IS/MND. [2021]

Laguna Niguel EIR/Wetlands Operations and Management Plan & IS/MND, Orange County

City of Laguna Niguel

CEQA Project Manager

Tanya served as CEQA project manager for preparation of an IS/MND to evaluate the potential impacts of implementation of the City's Wetlands O&M Plan. The plan would serve as a guide for the City to manage and maintain 13 wetland sites for long-term sustainability and public safety in the city in the Sulphur Creek watershed, in a portion of the Salt Creek watershed, in Chapparosa Park, and in Crown Valley Regional Park. The plan establishes routine maintenance activities that would be performed at the wetland sites, compensatory mitigation requirements, and general reporting requirements. The goals of the O&M Plan are to implement flood control and vector control for public safety, maintain the integrity of the restored ecosystems, and manage the sites for the long-term stability, health, and sustainability of the Aliso Creek watershed. The project included minor maintenance activities such as removing herbaceous vegetation and accumulated sediment around outfalls, risers, culverts, and bridge crossings; establishing pilot channels to facilitate positive flow and maintain flood capacity (i.e., flowline maintenance); and trimming the understory of riparian vegetation (i.e., below the tree canopy) to prevent obstruction of flow. Key environmental issues included biological resources, cultural resources, geology and soils, hydrology and water quality, and tribal cultural resources. [2019]

Metro East Mixed Use Overlay Zone Subsequent EIR, Orange County

City of Santa Ana

Deputy Project Manager/Author

Tanya served as deputy project manager and author for the preparation of a focused SEIR for the expansion of the City's Metro East Mixed Use Overlay Zone. The project is subject to the 2007 City of Santa Ana MEMU Overlay Zone Final EIR, which evaluated a development capacity of up to 1.27 million gross square feet of commercial and 3.41 million gross square feet of office space. The City wanted to expand the boundaries of the Metro East Mixed Use Overlay Zone by including an additional 33 acres while maintaining the existing development capacity. The City was considering an application within the expanded boundaries for the development of a mixed-use project featuring 601 residential apartments and approximately 9,500 square feet of commercial space on a site where a potentially significant historical resource exists. Key environmental issues included air quality, cultural resources, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, tribal cultural resources, and traffic/transportation. [2018]

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SUPPORT STAFF



YEARS OF EXPERIENCE 7
YEARS AT ASCENT 3

EDUCATION

BA, Integrative Biology, University of California, Berkeley

Nicole Greenfield, Environmental Planner

Nicole has 7 years of experience as an environmental analyst in the private sector. She has extensive experience both conducting and managing environmental review for various project types throughout Southern California, including wildfire resilience and recovery, recreation, transportation, and public and private development. Nicole uses her strong writing and critical thinking ability to support clients through the CEQA/NEPA process from project initiation to completion. Her responsibilities include preparing environmental documents and technical studies, managing projects and providing project management assistance, conducting thorough QA/QC reviews, providing support at public meetings, and collaborating with interdisciplinary teams of designers, engineers, and technical specialists. Nicole is currently serving as an environmental analyst for three projects that involve the development of warehouse distribution facilities on land designated for industrial uses in Rancho Cucamonga.



YEARS OF EXPERIENCE 9
YEARS AT ASCENT 2

EDUCATION

BS, Environmental Management and Protection, California Polytechnic University, San Luis Obispo

PROFESSIONAL MEMBERSHIP

Association of Environmental Professionals

Tristan Evert, Senior Environmental Planner

Tristan, a seasoned senior environmental planner, boasts an extensive career spanning more than 9 years. His proficiency encompasses a wide range of responsibilities, including the preparation of CEQA- and NEPA-compliant environmental documents. He is well versed in crafting diverse reports, ranging from environmental impact reports (EIRs) to mitigated negative declarations (MNDs), initial studies, exemptions, categorical exclusions, and environmental assessments. Tristan's capabilities extend to effectively managing and supporting the preparation of environmental documents under various on-call contracts. Noteworthy projects in his portfolio include an Addendum to the Green Valley Specific Plan EIR for a mixed-use development project in Perris, the Capital Improvement Program PEIR for the San Diego Unified School District, the Mount Miguel High School Modernization Project for the Grossmont Union High School District, and the Emergency Homeless Shelter Program for the San Diego County Department of General Services. His experience and versatility underscore his commitment to delivering comprehensive and compliant environmental solutions across a diverse range of projects.



YEARS OF EXPERIENCE 16
YEARS AT ASCENT 2

EDUCATION

MS, Geography, San Diego State University

BA, Public Administration, San Diego State University

Matt McFalls, Senior Air Quality and GHG Specialist

Matt is an accomplished air quality and climate change specialist at Ascent. With an impressive career spanning more than 16 years, he's a trusted authority in preparing CEQA and NEPA documentation for air quality and greenhouse gas sections. His expertise extends beyond compliance; Matt steers clients through the ever-evolving science and legal landscapes of air quality and GHG considerations. He provides invaluable insights into long-range planning, project design, and effective mitigation strategies, catering to a broad spectrum of residential, commercial, and transportation projects. Matt played a pivotal role in spearheading the air quality analysis for the San Diego Association of Governments' 2021 Regional Plan. His experience also encompasses leading diverse health risk assessments and managing climate action plans. As a multifaceted professional, he deftly balances roles as a project manager, lead technical analyst, and effective communicator to clients and the public. Moreover, he excels in mentorship and staff management, reinforcing his contributions to both the field and the team.



YEARS OF EXPERIENCE 13
YEARS AT ASCENT 13

EDUCATION

MS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

BS, Environmental Management and Protection, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

American Institute of Certified Planners (No. 02817)

PROFESSIONAL MEMBERSHIP

American Planning Association California (APACA), AICP

Dimitri Antoniou, AICP, Senior Noise/Vibration Specialist

Dimitri is a seasoned noise/vibration specialist with expertise in technical noise calculations, monitoring, and peer review of acoustical studies. His proficiency extends to crafting comprehensive environmental noise analyses to meet NEPA and CEQA standards. He is adept in using noise prediction models like the Traffic Noise Model and adhering to regulatory guidelines from authorities like the Federal Transit Administration, Federal Highway Administration, and California Department of Transportation (Caltrans). Dimitri's portfolio includes diverse projects such as traffic noise modeling, stationary noise assessments, and community-wide noise analyses. He has contributed to citywide general plan updates; power generation facility, heliport, wastewater treatment plant, and housing projects; and community-wide plans. His extensive experience showcases his commitment to delivering exceptional noise analysis solutions.

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YEARS OF EXPERIENCE 6
YEARS AT ASCENT 3

EDUCATION

MCP, University of California, Berkeley

BA, Urban Studies & Planning, University of California, San Diego

Jazmin Amini, Transportation and Environmental Planner

Jazmin, an adept environmental and transportation planner, brings 6 years of extensive expertise in transportation planning, long-range planning, land use planning, and environmental impact analysis. During her tenure at Ascent, she has taken on multifaceted roles, including that of a technical analyst, planner, author, and assistant project manager. Her skill shines in the realm of CEQA environmental documents, where she has contributed to a spectrum of reports, including EIRs, initial studies, and technical analyses. Jazmin's versatility and hands-on engagement exemplify her dedication to her field and her proficiency as an impactful contributor to diverse projects.



YEARS OF EXPERIENCE 11
YEARS AT ASCENT 1

EDUCATION

MS, Biology, University of California, San Diego

BS, Ecology, Behavior & Evolution, University of California, San Diego

Scott Gressard, Biological Services Director

Scott has experience specializing in wetland delineations, regulatory compliance, permit acquisition, natural resource management, and project management, as well as identification of California native and invasive plant and wildlife species, including nesting bird surveys. His expertise includes biological technical reporting, resource data collection and mapping, and project impact analyses. With a wealth of experience, Scott excels in navigating various regulatory frameworks. His background includes expertise in CEQA, state and federal Endangered Species Act permit processing, and wetlands permitting at various levels, from nationwide to individual permits. He is skilled in managing consultations with federal agencies such as the US Army Corps of Engineers and ensuring compliance with associated regulations. In addition, Scott is well versed in processing Section 401 and Waste Discharge Requirement authorizations through the State Water Resources Control Board, as well as Lake and Streambed Alteration Agreements through the California Department of Fish and Wildlife. His experience extends to securing coastal development permits from the California Coastal Commission and effectively managing associated permit conditions for compliance purposes.



YEARS OF EXPERIENCE 23
YEARS AT ASCENT 10

EDUCATION

MA, Historic Preservation, Savannah College of Art and Design

BS, History, University of California, Davis

PROFESSIONAL MEMBERSHIP

California Preservation Foundation

Alta Cunningham, Cultural Resources Director

Alta brings over 22 years of expertise in cultural resource management. She has led numerous cultural resource investigations and contributed to environmental impact reports and environmental impact statements. Alta is well versed in the National Historic Preservation Act, Public Resources Code Section 5024, and CEQA procedures. Her experience covers a variety of projects, including prehistoric and historic studies. She has conducted site inventories and evaluations, producing surveys, testing and evaluation reports, and data recovery findings. Her work includes evaluating higher education facilities, pre- and post-World War II buildings, agricultural properties, and water conveyance systems. Alta meets the Secretary of the Interior's Professional Qualification Standards for architectural history and history, underscoring her accomplished proficiency in her field.



YEARS OF EXPERIENCE 20
YEARS AT ASCENT 6

EDUCATION

MS, Geology, University of California, Davis

BS, Geology, University of California, Los Angeles

CERTIFICATIONS

Certified Professional in Erosion and Sediment Control (No. 7288)

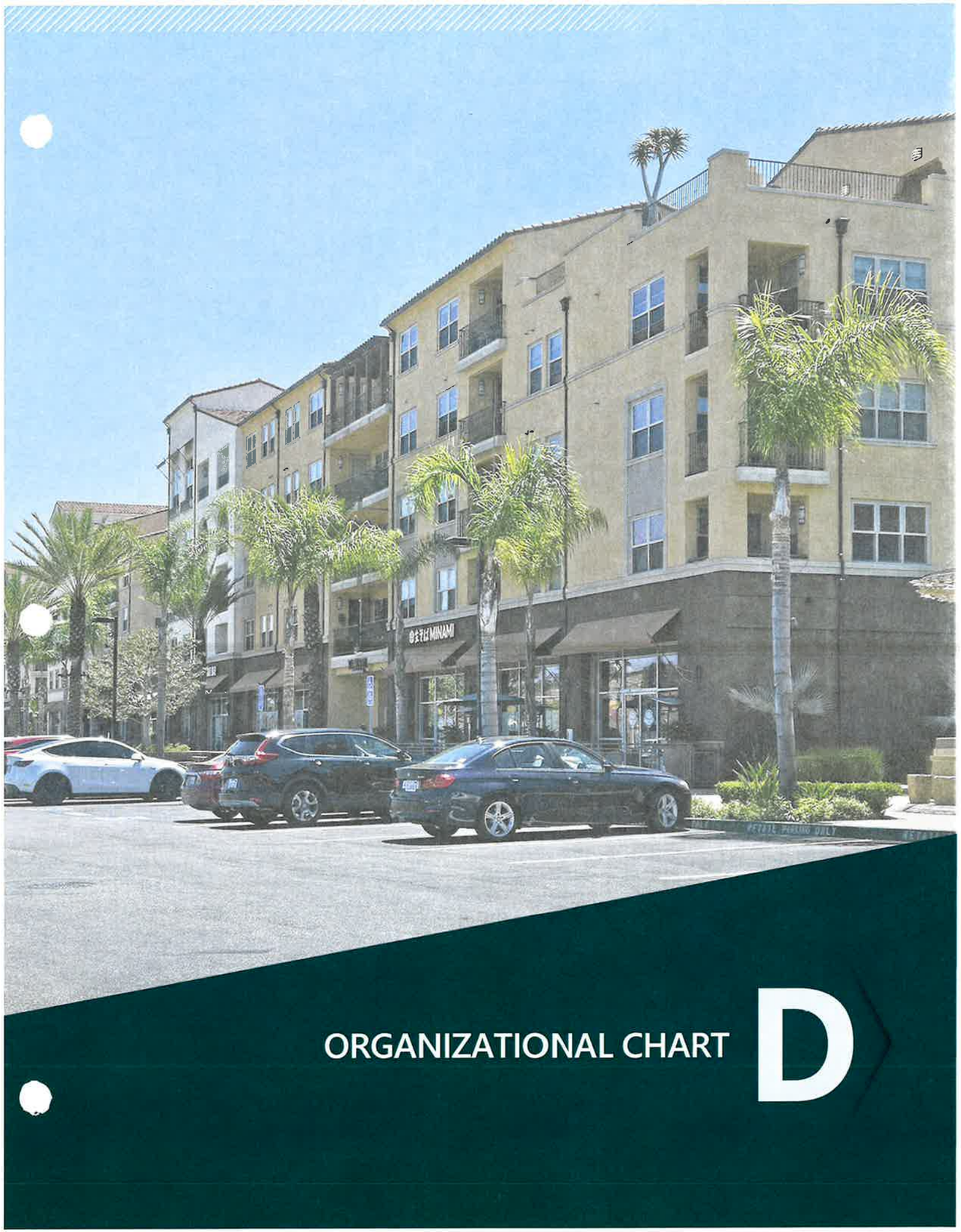
California Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (No. 24878)

California Qualified Industrial Stormwater Practitioner (No. 00247)

Certified Wetland Delineator

Kelley Kelso, CPESC, QSD/QSP, QISP, Senior Environmental Scientist

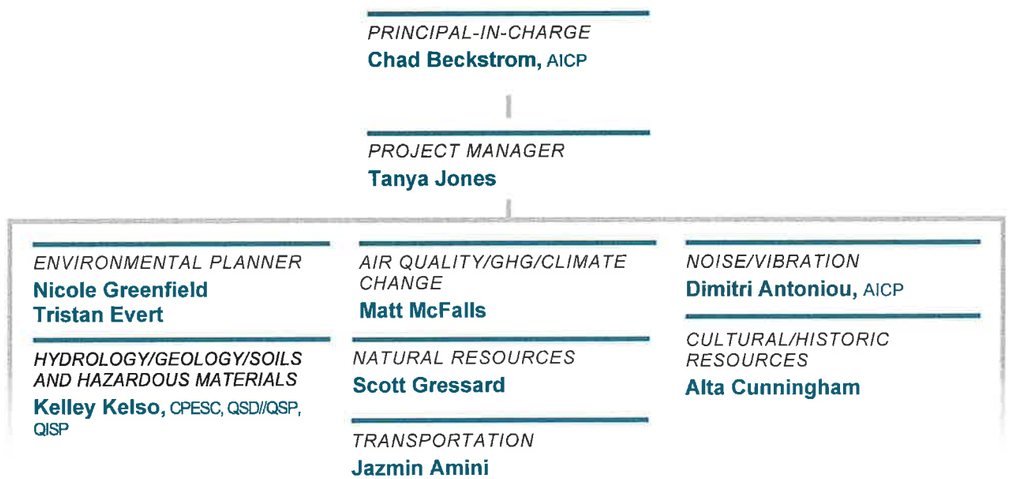
Kelley has over 20 years of experience in environmental investigations, specializing in natural resources, water quality, erosion control, and stormwater management. She excels in regulatory compliance, program and project implementation, and has developed effective stormwater and environmental compliance solutions. Kelley has also delivered best management practice (BMP) programs, spearheaded erosion control and stormwater retrofit initiatives, and prepared environmental permits along with CEQA and NEPA documents. She holds certifications as a CPESC, QSD/QSP, and QISP, highlighting her expertise and dedication.



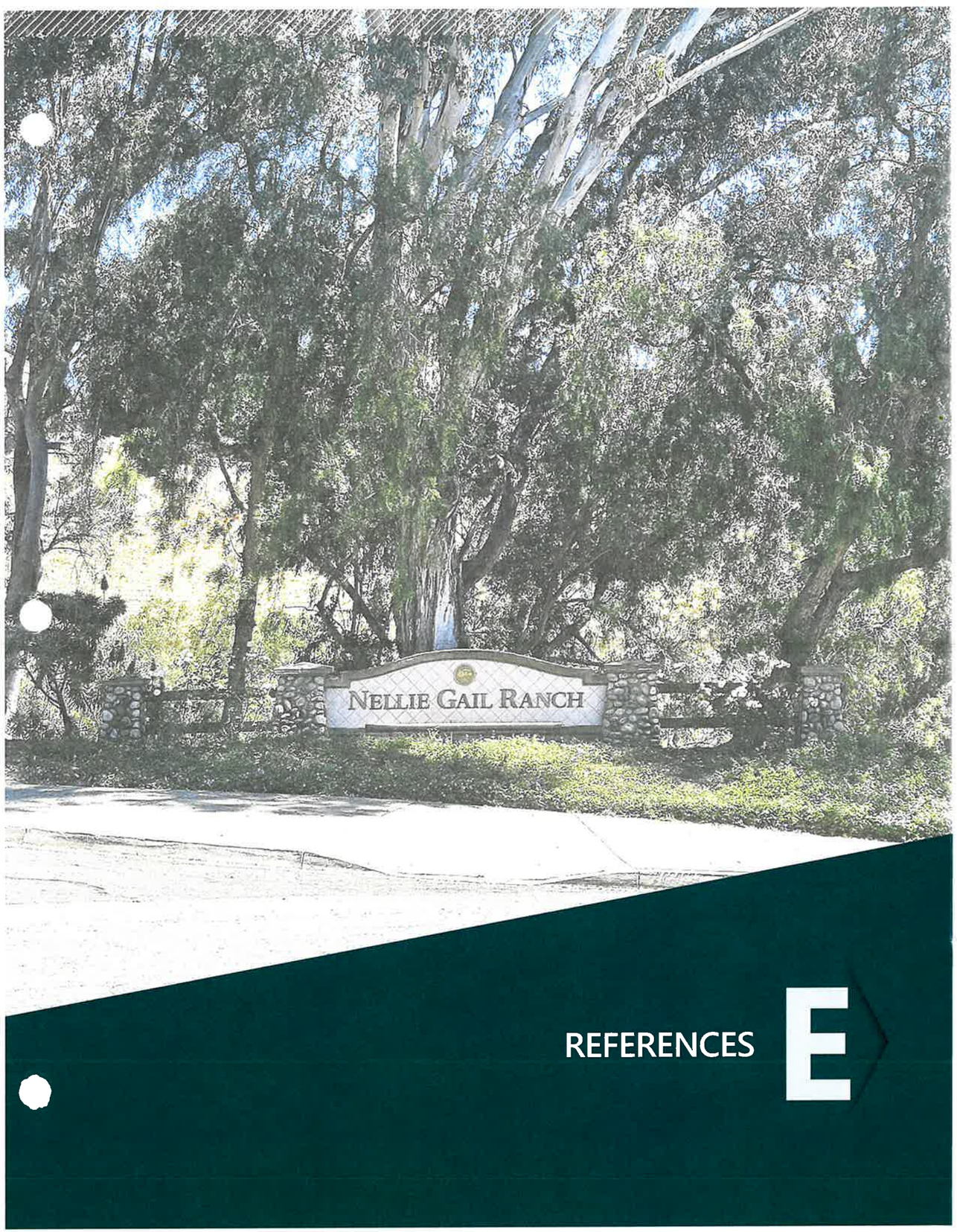
ORGANIZATIONAL CHART D

D/ ORGANIZATIONAL CHART

The organizational chart illustrates a sample of our project team organization, reporting structure, and the anticipated project role of each of our key personnel. Additional personnel and resource specialists may be required to support individual projects, depending upon project needs.



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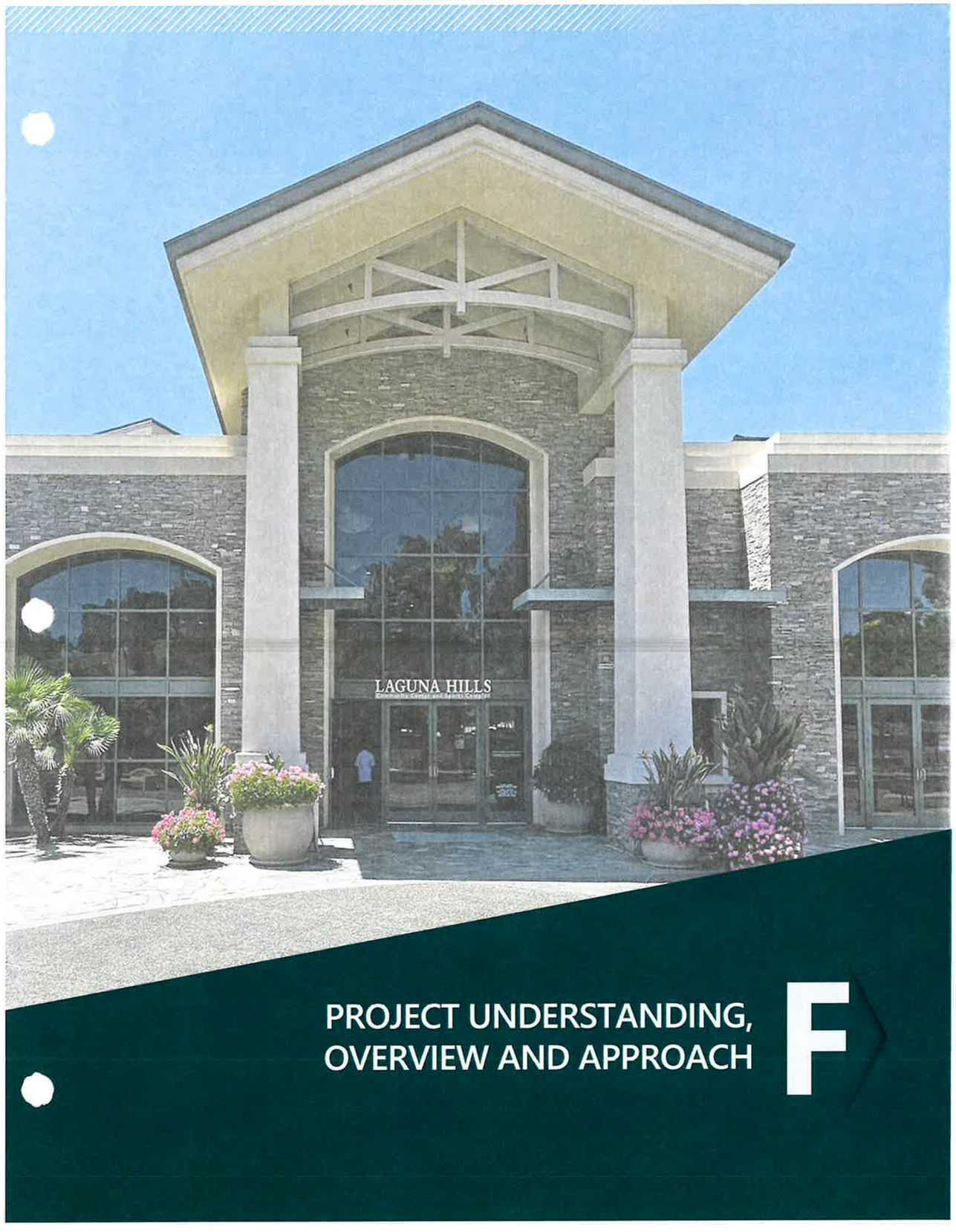
REFERENCES

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E/ REFERENCES

The true measure of the Ascent team's commitment to excellence is best articulated by our past clients. We strongly encourage you to reach out to the following references we have supported over the past 5 years to gain a comprehensive understanding of the quality of service they've experienced from the dedicated members of the Ascent team.

Reference	Summary of Services
Ali Pezeshkpour, AICP, Planning Manager City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92702 p: 714.647.5882 e: APezeshkpour@santa-ana.org	**Metro East Mixed-Use Overlay Zone and Elan Development** Chad and Tanya prepared a Supplemental EIR for expanding the City's Metro East Mixed-Use Overlay Zone and the Elan Development projects. The Overlay Zone aims to create a more active community, boost the economy, increase property tax revenue, improve the jobs/housing balance, and offer various housing options as outlined in the 2014 Housing Element. Initially completed in 2007, the EIR now covers an additional 33 acres, updates development standards, and includes a 600-unit mixed-use project with ground-floor commercial space. The project also amends the General Plan and Zoning Code, without altering overall development limits. The Elan project involves removing a historic Elks Lodge to make way for the new development.
Bill Rodrigues, AICP, Manager of Planning and Sustainable Manager City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 p: 714.754.5153 e: Bill.Rodrigues@costamesaca.gov	**Irvine Business Complex Addenda to the IBC Plan EIR** Chad and Tanya prepared several tiered addenda CEQA documents for residential developments in the Irvine Business Complex (IBC). The IBC Vision Plan EIR, covering 2,800 acres, aimed to integrate residential uses into historically industrial areas, fostering a mixed-use community. The addenda confirmed that individual projects fell within the scope of the certified IBC EIR, with no new significant impacts, per Sections 15162 and 15164 of the State CEQA Guidelines. They also addressed special development requirements of the Irvine Zoning Ordinance, ensuring land use compatibility.
Nashia Lalani, Senior Regional Planner Southern California Association of Governments 900 Wilshire Boulevard, Suite 1700 Los Angeles, CA 90017 p: 213.630.1477 e: lalani@scag.ca.gov	**SCAG Development Streamlining** As part of the Southern California Association of Governments REAP Program On-Call contract, Ascent created guidance materials and workshops to expedite CEQA and administrative planning for housing. The project started with a questionnaire to understand member agencies' challenges. Based on feedback, Ascent developed 14 guides for CEQA clearance, administrative approvals, and laws like Senate Bill (SB) 35, SB 330, and Assembly Bill (AB) 2345. These guides address city reviews, pre-application processes, submittal requirements, objective standards, density bonuses, environmental criteria, and public hearing limits. Ascent conducted four workshops to share these resources and offered virtual "office hours" for technical assistance.



PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

F

F / PROJECT UNDERSTANDING, OVERVIEW, AND APPROACH

1. UNDERSTANDING

Laguna Hills is a relatively small Orange County city hosting a population of just over 30,000 residents. The city has a diverse mix of uses, with centers of economic activity around the former Laguna Hills Mall to make way for the Five Lagunas mixed-use development, and other busy commercial areas along El Toro Road and Alicia Parkway at Interstate 5. Balancing residential, commercial, and open space development is essential and requires careful planning. While Laguna Hills is small geographically, it faces several environmental and city planning challenges.

The Planning Division is primarily responsible for implementation of the goals and strategies of the City's General Plan, as well as implementation of the City's Development Code, processing land use and development applications, environmental compliance, housing issues, and long-range planning. Ensuring effective implementation and alignment with community needs is crucial, as is addressing housing affordability, density, and availability while preserving the community's character.

The City recently achieved a significant milestone, adopting its 2021–2029 Housing Element and receiving certification from the California Department of Housing and Community Development. In addition, the City has several important projects in its queue, including potential updates to Five Lagunas, amendments to the Urban Village Specific Plan, projects in the Alicia Gateway Opportunity Area, support for the next Housing Element update, and potential updates/amendments to the General Plan. Long-range and current planning efforts must balance the needs of growth and economic development, housing people, providing adequate transportation and infrastructure, and minimizing environmental impacts on the city's residents and workers.

The City needs a consulting partner to help navigate these difficult issues. Ascent is the best consultant for the job given the qualifications and experience of our project management team, the proficiency and expertise of our technical specialists, and our superior CEQA knowledge and track record for preparing the highest-quality and legally adequate CEQA documents. We understand that these services may include preparation of various types of environmental documentation from full EIRs to small exemptions, providing peer reviews of CEQA document prepared by project applicants and/or other jurisdictions, advising the City during preliminary review of projects for CEQA applicability, and other services that may be required.

2. APPROACH

Ascent staff are experts in compliance with the overarching environmental planning laws and regulations used to evaluate projects, specifically CEQA. Our approach to the preparation of environmental review documentation is to provide the correct level of environmental documentation to meet the City's needs for public transparency, disclosure of impacts, and legal defensibility—no more, no less. We invest time in the communities in which we work to understand issues and concerns and are experts at conducting fair, impartial, and effective public outreach meetings.

As part of every project, we provide support at every step of the way. We effectively guide our clients through the environmental review process, from the beginning stages of a project to presentations and testimony at community meetings and public hearings. We stand behind our work and will be ready to address questions and comments on our deliverables and efforts. We complete reports on behalf of our clients, as well as the lesser-known and utilized exemptions and streamlining tools offered by various provisions of the Public Resources Code and the CEQA Guidelines. We have worked extensively on addenda and subsequent and supplemental environmental documents to tier from previous CEQA documents where there may be modifications to a project or when the project is within the scope of a previously adopted or certified CEQA document. We also assist clients in evaluating environmental opportunities and constraints at specific project sites (initial site assessments) to help reduce or avoid environmental impacts through site planning and design. We invest time in the community to understand issues and concerns and are experts at conducting fair, impartial, and effective public outreach meetings.

We employ and work by the philosophy to "do it right, do it once" with the goal to alleviate any burden on the City for a successful project.

However, we are more than document preparers and seek to help the City devise effective and efficient environmental review strategies so that projects can move forward and benefit the community. We first listen and understand, then deliver solutions aimed at exceeding your expectations. Each action that could trigger CEQA compliance would undergo a stepwise evaluation to:

1. determine whether environmental review applies;
2. if CEQA is applicable, identify possible exemptions and streamlining opportunities;
3. if none exist, determine what level of review is required and what document(s) should be prepared; and
4. identify and execute necessary technical studies to support completion of the CEQA document.

If CEQA is applicable to the project, the City must determine whether the project would qualify for a statutory or categorical exemption. Oftentimes these decisions are fairly straightforward, but occasionally some level of environmental study or documentation may be necessary to substantiate the decision. In other circumstances, the project may have been adequately addressed in previously certified EIRs and other environmental documents and can take advantage of streamlining opportunities.

If the project is not exempt from CEQA but it is believed the potentially significant impacts can be mitigated to less-than-significant levels, we would prepare initial study/NDs or initial study/MNDs. These documents are appropriate for projects for which substantial evidence exists that impacts can be mitigated and that mitigation is agreed to prior to public review. If environmentally protective features can be included in project design, the scale, cost, and time frame of environmental documentation may be reduced. We will work with City staff to consider feasible and helpful impact-reducing approaches and design features.

Environmental impact reports are appropriate on larger projects for which it is unknown whether feasible measures would adequately reduce significant environmental effects and/or for which implementation would result in significant unavoidable effects. Also, if community concern has arisen that could result in environmental controversy, we can help evaluate whether more involved documentation would be beneficial for the City.

Ascent's approach to CEQA compliance is thorough and rigorous. Each task order will start with a kickoff meeting to gather information related to the project and discuss the practices and requirements to be followed in the preparation of the document. In the early stages, we will develop and refine the project schedule and commit to following and delivering upon the milestones agreed to during this process. We ensure our documents are consistent with the CEQA Statute and the State CEQA Guidelines, latest case law decisions, and established practices.

While certainly not an exhaustive list, some of the common issues we will address in the documents would include the following:

- A clear baseline condition for each resource topic that represents the existing conditions at the time of the notice of preparation (NOP) or when the environmental analysis was initiated.
- A complete project description, sufficient to provide CEQA clearance for the whole of the action. This also includes presenting project objectives that are intentional and neither too narrowly focused nor too broad to be meaningful, which will inform the alternatives selected for analysis.
- Technical analyses (both separate technical reports and analyses incorporated directly into the CEQA document) that analyze the whole of the project (all of the project's construction and operational characteristics) in sufficient detail, use the latest methods and regulatory conditions, and apply significance thresholds that are supported by substantial evidence.
- Mitigation measures that effectively address the significant impacts identified and include a trigger, the method to successfully implement the measure, the responsible party, and a finding of significance after mitigation. The analysis would also consider any secondary impacts associated with implementation of mitigation measures. The mitigation measures that would include future choices to be made associated with their implementation would include clear performance measures to avoid improper deferral.
- A cumulative analysis that determines the significance of the cumulative effects of past, present, and probable future projects supported by substantial evidence. Where cumulative impacts are found to be cumulatively significant, the analysis would determine whether the project's incremental contribution to those cumulative effects would be cumulatively considerable.
- An alternatives analysis (for EIRs) that includes a range of reasonable alternatives. For CEQA projects, the analysis need only provide a level of detail sufficient to compare the impacts of the alternative to the impacts of the proposed project.

Even the simplest projects can be challenging, highly politicized, and often opposed and subject to legal challenges from labor and environmental advocacy groups. These sensitivities make it all the more important to navigate communication protocols. Ascent will work with the City through privileged and confidential communications, such as using phone calls, minimizing emails, and using SharePoint to minimize Public Records Act requests and vulnerabilities and maintain a clean project record, whenever possible.

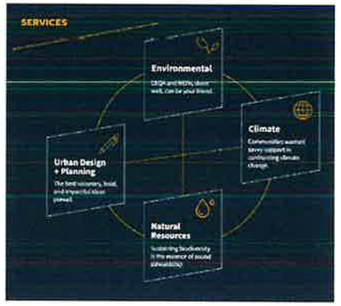
Ascent is a leader in streamlining project approvals using both the "traditional" CEQA tools (e.g., program EIRs with "within-the-scope" findings, infill exemptions, Public Resources Code Section 21083.3 exemption of issues covered in a planning decision EIR) and the latest special statutes.

When requested by the City to prepare a task order proposal and scope of work, Ascent's principal-in-charge and senior project manager, Chad Beckstrom and Tanya Jones, respectively, will prepare a response and approach to the staffing and project assignment. We will build on our understanding of the City's goals and objectives and engage critical technical staff members to prepare a response or, if requested, a proposed scope of work, schedule, budget, and teaming structure in response to the City's needs. We will meet with the City project manager to review the details of the scope and ensure that all expectations for consultant responsibilities are aligned. The proposed scope of work and approach will include all tasks, activities, meetings, and work products, along with a schedule and detailed cost estimate. The cost estimate will present all labor effort by person for each task. For purposes of clarity, Ascent will describe any assumptions that underpin the cost estimate. After receipt of comments from the City, the scope of work, schedule, and task order price will be finalized for authorization.

We engage the entire team, including the City, early in the process, set expectations and deadlines for delivery, and provide a roadmap for how the process will proceed. We are collaborative in that we believe in

close coordination with City staff, working shoulder to shoulder on task assignments. Over the course of an assignment, we would develop an agreement with City staff on the schedule and nature of communications to optimize efficiency and maintain a close working relationship.

3. SERVICES



Ascent is a dynamic environmental, natural resources, and planning consultancy, offering a depth and breadth of services while providing personal service, nimble responsiveness, quality outcomes, and kind staff who value enjoyable professional relationships. Since the firm' founding in 2010, CEQA compliance has been at our core, expanding to offer a broad spectrum of services, including environmental planning, urban planning and design, climate change and adaptation planning, natural resources, and a full range of technical services. In the 14 years since the firm's founding, we have distinguished ourselves through our creative solutions, technical expertise, and inclusive outreach and engagement processes. We seek to help our clients with their most important projects. Often, Ascent is engaged when a client faces a first-of-its-kind environmental or planning challenge. We have the depth of experience, enthusiasm, resources, quality standards, dependability, integrity, and personal service that our clients desire and deserve. In addition to our CEQA expertise and document preparation capabilities, our in-house staff have expertise in the following supporting technical disciplines.

Air Quality

Ascent staff offer advanced air quality analysis strategies and regulatory experience for both the public and private sectors, including not only criteria pollutants but also community risk from toxic air contaminants. We emphasize the importance of using cutting-edge analysis tools and techniques for efficiency and the clear presentation of analysis data and results, along with effective and feasible solutions. In addition to project analysis, we have assisted air quality management districts in considering and establishing significance criteria for air pollutants. In collaboration with our in-house sustainability planners and air district officials, we have prepared innovative risk reduction plans for exposure to toxic air contaminants. Ascent's air quality services encompass a set of skills for assessing impacts ranging from detailed dispersion modeling and health risk assessments to streamlined, mass-emissions analysis. Our work uses the most contemporary models for compliance with state and federal rules.

Biological Studies

Ascent offers a full suite of biological and other natural resources capabilities to support planning and environmental decision-making and stewardship of land and water resources for a variety of ecosystems in the western United States. We conduct habitat assessments and inventories, wildlife biological and botanical surveys, aquatic habitat assessments and surveys, wetland delineations, conservation planning, ecosystem restoration planning, GIS modeling, and natural resources management planning. We offer expertise for state or federally listed threatened or endangered species and sensitive habitat in California and much of the West through a combination of in-house professionals and strategic alliances with other partners.

Cultural Resources

Whether dealing with the historic built environment, potential buried archaeological resources, or Native American tribes, Ascent's cultural resource specialists can help. We have extensive experience in historic significance evaluation, eligibility determinations for listing in federal or state registers, cultural resources impact analysis, mitigation formulation, and regulatory

compliance for historic buildings and other structures. Our services support compliance under CEQA, Section 106 of the National Historic Preservation Act, and Section 4(f) of the Department of Transportation Act, as well as agency-specific regulations and guidelines. Our specialists have prepared scores of building assessments and eligibility determinations and are also experienced in evaluations and inventories for prehistoric and historic archaeological resources. Ascent staff can help to support local agencies in the tribal consultation process pursuant to AB 52 as part of the required CEQA process. We also have a strong track record of effective consultations with the California State Historic Preservation Officer for concurrence in register eligibility and effect determinations.

Greenhouse Gas Assessment



Our greenhouse gas assessment services include developing leading-edge approaches for analysis of GHG impacts and definition of effective mitigation. We have repeatedly served CARB, including preparing CEQA documents on AB 32 and SB 32 implementing regulations adopted since 2010 (e.g., 2017 Scoping Plan). Ascent staff are currently assisting the Bay Area Air Quality Management District to develop thresholds of significance.

Hydrological and Water Resources



Ascent has an in-house team specializing in hydrological and water resources. We work closely with clients in developing and delivering stormwater and environmental compliance, construction site BMP programs, erosion control and stormwater retrofit programs, wetland delineation and restoration, watershed planning, and environmental planning documents for both CEQA and NEPA.

Transportation and Vehicle Miles Traveled



Our in-house transportation specialists are experts in addressing CEQA's requirement for vehicle miles traveled (VMT) analysis as well as VMT mitigation options and opportunities, including project-level options (e.g., transportation demand management [TDM] plans) as well as VMT exchanges, banks, and fees. We are also experienced with peer reviews and working with transportation planning and traffic engineering consultants to ensure technical analyses adequately support CEQA documents. In addition, when technical transportation analyses are provided by a third party, we have the expertise to review, advise, and prepare the appropriate CEQA documentation.

Wildfire



We are on the front lines of developing CEQA strategy to increase the pace, scale, and effectiveness of agency response to the state's wildfire crisis, targeted direction from the governor's Executive Order B-52-18, and associated legislation (such as SB 901 and SB 1260, Statutes of 2018). Accordingly, we have prepared, or are currently working on, several of the state's most important and innovative contemporary environmental review programs for wildfire risk reduction and landscape resiliency. We have prepared EIRs for large-scale fire fuel management programs, including the Board of Forestry and Fire Protection's California Vegetation Treatment Program (CalVTP) Program EIR, which is being implemented statewide by many agencies, as well as subsequent documentation (Project-Specific Analyses [PSAs]) for projects under the program.

Public Meetings and Community Outreach



Public outreach and engagement are essential components of any CEQA/NEPA or planning process. Ascent's experience leading and conducting public meetings is benefited by the time we invest in the communities in which we work to understand issues and concerns. We are experts at conducting fair, impartial, and effective public outreach meetings, which are tailored to the goals and objectives of our clients. Our project managers and planners are adept at oral

and written communications, and they frequently support our clients at public meetings to address environmental and planning issues.

4. PROJECT MANAGEMENT

Ascent's management approach is based on four principles:



- Active involvement of the senior management staff in the strategic direction and preparation of the technical content
- Regular communication with City of Laguna Hills staff and consultants to keep the team informed and to explore solutions to project issues
- Clear, concise, and streamlined environmental analysis
- Expert quality review and legal defensibility of environmental documents

Our management approach includes a small management team with linked responsibilities, a clear chain of communications and responsibilities, and a thorough document review process. This ensures thorough oversight of the work being conducted on a daily basis and ensures that optimal attention is devoted to the preparation of each work product. We hold weekly or biweekly internal team meetings to monitor project progress and proactively address needs and issues as they arise. We conduct weekly schedule and workload management of technical, graphics, word processing, and production staff; long-range staffing projections (3 to 6 months); and critical path method and timeline scheduling for tasks and milestones. The assignment manager is also responsible for close communications with the client. We typically hold biweekly or as-needed meetings, via MS Teams, to check in with our clients so that the full team is up to date on team progress as well as City initiatives, confirm that we are meeting client expectations and working in a collaborative manner as a true extension of City staff, and facilitate ongoing communication and dialogue.

Our project manager, Tanya Jones, is dedicated to maintaining flexibility, being highly responsive, facilitating open and direct communication, providing hands-on management of the overall project and document quality, and adhering strictly to schedule and budget. She brings advanced skills to thoroughly review documents, manage project changes, and use her expertise to maintain consistency and aggressive schedules. She also excels at collaboration and coordination with technical experts in a variety of disciplines. Tanya coordinates on a daily basis between her clients and project teams to ensure legally defensible environmental documents. She will be responsible for frequent communication with our staff sufficiently in advance of project milestone deadlines to ensure timely delivery of work products by other members of the team. This communication ensures early issue identification and resolution, as needed, to prevent schedule conflicts.

As the team principal, Chad Beckstrom provides guidance and oversight, quality assurance/quality control (QA/QC), client advisement, and project manager and team support, and he ensures the necessary resources are brought to bear for the successful implementation and delivery of projects to our clients. As an Ascent principal, Chad also has the authority to commit the firm's resources to meet our quality and schedule objectives.

5. RESOURCES TO BE PROVIDED BY CITY

Other resources or assistance anticipated to be provided by the City would vary on a project-by-project basis and could include any applicable land use and zoning GIS data as well as previous studies and applicant-prepared studies. In addition, preferred mailing lists for public agencies and surrounding property owners may be requested if available. The necessity of these resources would be determined on a project-by-project basis and in the event a resource is not available, Ascent would work with the City on an alternate method to obtain any required information.

6. PROJECT CONTROLS

Maintaining Schedule

We understand the need to perform within fixed and challenging schedules. Ascent strives to understand the client's objectives and how the environmental process fits with other project needs and timelines. Further, we have demonstrated that we can deliver within narrow time frames, often on simultaneous projects. Scheduling and workload management systems at Ascent are designed to allocate resources to meet all client due dates, regardless of their timing or the number of deadlines within a given period. Specifically, the firm's scheduling and workload management systems employ several strategies, including software-driven (Vantagepoint), weekly schedule and workload management monitoring of technical, graphics, word processing, and production staff; long-range (3 to 6 months) staffing projections to secure availability; and critical path method and timeline scheduling for tasks and milestones. Using these proven strategies, Ascent has successfully completed numerous complex projects with demanding schedules that required attentive project management, coordination, and communication.

Cost Control

Direct responsibility for project cost management is assigned to the project manager for each task. The project manager is supported by an internal accounting and job-cost monitoring system, called Deltek Vantagepoint, which is designed to provide detailed information to facilitate job-cost control. The system uses staff budgeting controls and computer input from time records, invoices, and expense records. The following management tools and reports are provided regularly to the project manager:

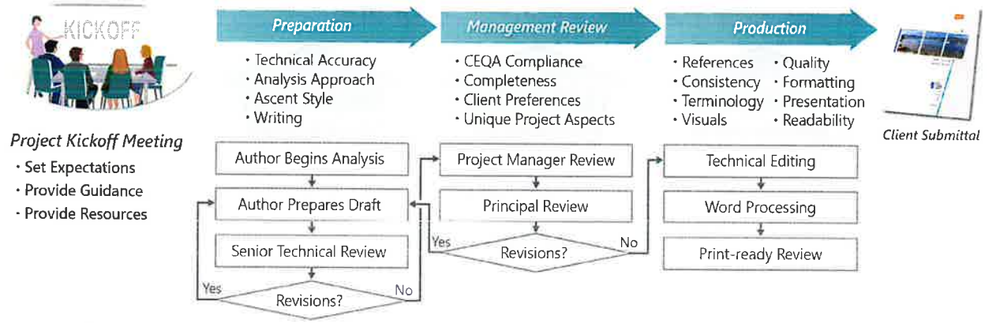
- Employee person-hour reports (weekly, automatically generated)
- Job-cost reports (weekly, automatically generated)
- Billing summaries (monthly, automatically generated)

Labor reports are reviewed by the principal and project manager biweekly, or more frequently if dictated by project requirements. Billing invoices are generated monthly or at the completion of delivery orders (depending upon the contract provisions). All invoices are reviewed and approved by the project manager before being forwarded to the client. Budget expectations are communicated to the entire team via an in-house project initiation meeting to clearly communicate team roles and responsibilities, project data and resources, and schedule and budget information.

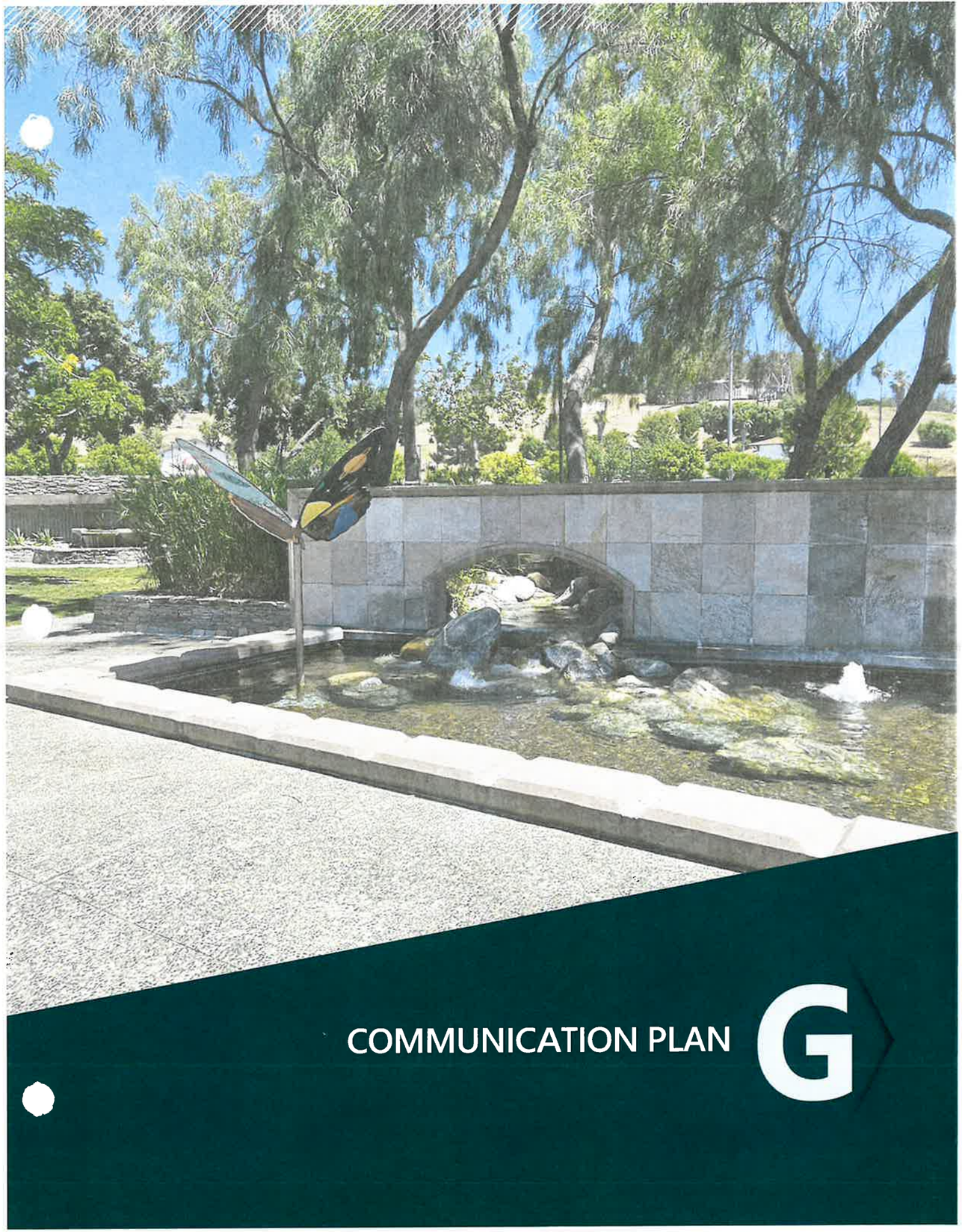
7. QUALITY CONTROL/QUALITY ASSURANCE

Ascent takes pride in producing high-quality environmental documents. We strive to produce deliverables that are well-designed, technically accurate, complete, clear, and professionally presented. Quality is the cornerstone of what we do, and we achieve this through rigorous attention to our quality management process. From start to finish, every document undergoes multiple reviews to ensure Ascent deliverables exceed industry standards.

Quality assurance is much more than simple principal review prior to submittal. Ascent's quality assurance process takes place throughout the full project schedule from start-up to completion. As mentioned previously, we begin a project by listening to our clients about needs, expectations, and requirements, so we are sure we have a common understanding before launching the work. Strategies to achieve high quality are embedded throughout our projects from contract execution and preparation of the deliverable to production of the final work product and are tailored and customized to meet the needs of our clients and their specific projects.



We start the QA/QC process by aligning our entire team early on during the internal project kickoff meeting and briefing them on expectations regarding quality, key resources, and project-specific guidance. We regularly hold team meetings to allow for cross-discipline coordination, which ensures that our technical team members are using consistent information in their respective planning documents and analyses. Authors use an established Ascent Style Guide to ensure the consistency and quality of all documents. Every document is reviewed by senior staff and the project principal. This ensures not only that the style and content of the document are accurate but that the approach, tone, and usefulness of the deliverable meet or exceed client expectations. In addition, depending on the project type, additional senior review may be conducted by a QA/QC officer and senior technical specialists, as appropriate. In addition to this thorough senior review, documents are handled by our publishing team, which includes word processing and technical editing. This process ensures that Ascent documents are technically accurate, complete, clear, and professionally presented; that they follow document-specific specifications; and that the approach, tone, and usefulness of the documents meet the City's expectations.



COMMUNICATION PLAN G

G / COMMUNICATION PLAN

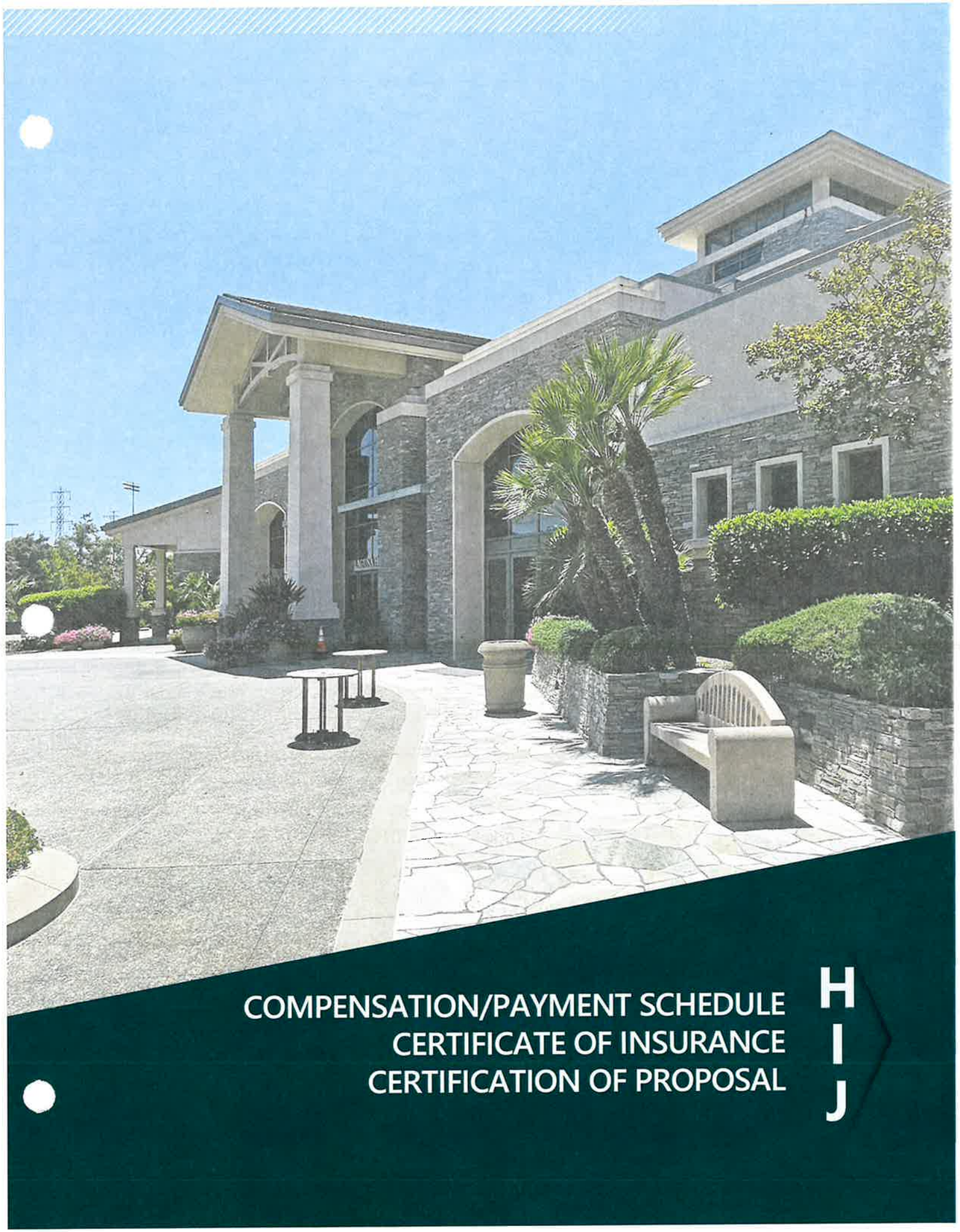
A clear understanding of project objectives, timelines, and details are essential for document completion and project implementation. A consistent communication plan will be developed in collaboration with the City of Laguna Hills. For any given task, our project manager is responsible for planning and controlling the execution of the work and for establishing and maintaining communications with the City.

Our project manager, Tanya Jones, will serve as the consistent point of communication between the City's project manager and our team. Frequent communication ensures early issue identification and resolution, as needed, to prevent schedule delays or other issues that could derail a project. This would include consistent weekly or biweekly status discussions in person or virtually with the City's project manager, depending upon the City's preferences on a project-by-project basis, as desired. We would also include progress reports as part of our monthly invoicing to keep the City's project manager apprised of the financial status and work progress. Where technical information needs to be conveyed between experts, we facilitate direct discussion between staff, such as GIS analysts, biologists, and regulatory agency staff, or Ascent's technical staff and client or agency technical reviewers.

It is important to maintain discrete communications and establish protocols for communications early during the kickoff meetings. Email communications work most of the time but should not be used to communicate sensitive information or strategic discussions. We will set up phone calls or virtual meetings when sensitive information needs to be addressed. Similarly, email is not the best mode of communication for sending draft documents and work products back and forth. We set up SharePoint sites to transfer documents to and from our clients to avoid email attachments and to maintain better version control.

Open two-way communication about performance and expectations, and continually striving to serve as a true extension of staff are the primary ways in which Ascent believes a successful relationship with the City can be achieved. Throughout the course of our on-call contracts, Ascent likes to get the occasional "gut check" about how we're doing. While we feel as though we provide value and good service to our clients, we believe that we can always do better. To that end, open communication about where we have succeeded (including where we exceeded expectations) and where improvement is necessary are the primary methods by which we can continue to provide excellent service to the City.

As a matter of course, as Ascent's principal-in-charge, Chad Beckstrom is committed to twice-yearly check-ins with City staff during which we encourage staff to be open about how Ascent is performing. This allows us to understand where we need to potentially encourage our team members to be more proactive or adjust project management activities/communications to better accomplish the project and the City's goals. Beyond the check-ins, we encourage the City to feel free to reach out separately to Chad about overall contract and individual project execution.



COMPENSATION/PAYMENT SCHEDULE
CERTIFICATE OF INSURANCE
CERTIFICATION OF PROPOSAL

H / I / J – Compensation / Certificate / Certification

H / COMPENSATION/PAYMENT SCHEDULE

As requested in the RFP, our cost proposal has been submitted in a separate sealed envelope.

I / CERTIFICATE OF INSURANCE

Ascent has reviewed the sample contract and insurance requirements provided by the City of Laguna Hills and confirms the ability to fulfill the insurance requirements for this contract upon award of contract.

Following this page is *Attachment 2*, Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Services, as required.

J / CERTIFICATATION OF PROPOSAL

We have signed the Certification of Proposal, *Attachment 3*, as required by the RFP; it follows this page.

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ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Ascent Environmental
Name (Please Print or Type)

By: _____ Principal
Consultant's Signature & Title

Date: July 3, 2024

This executed form must be submitted with proposal.

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 3rd day of July 2024, at Irvine, California.

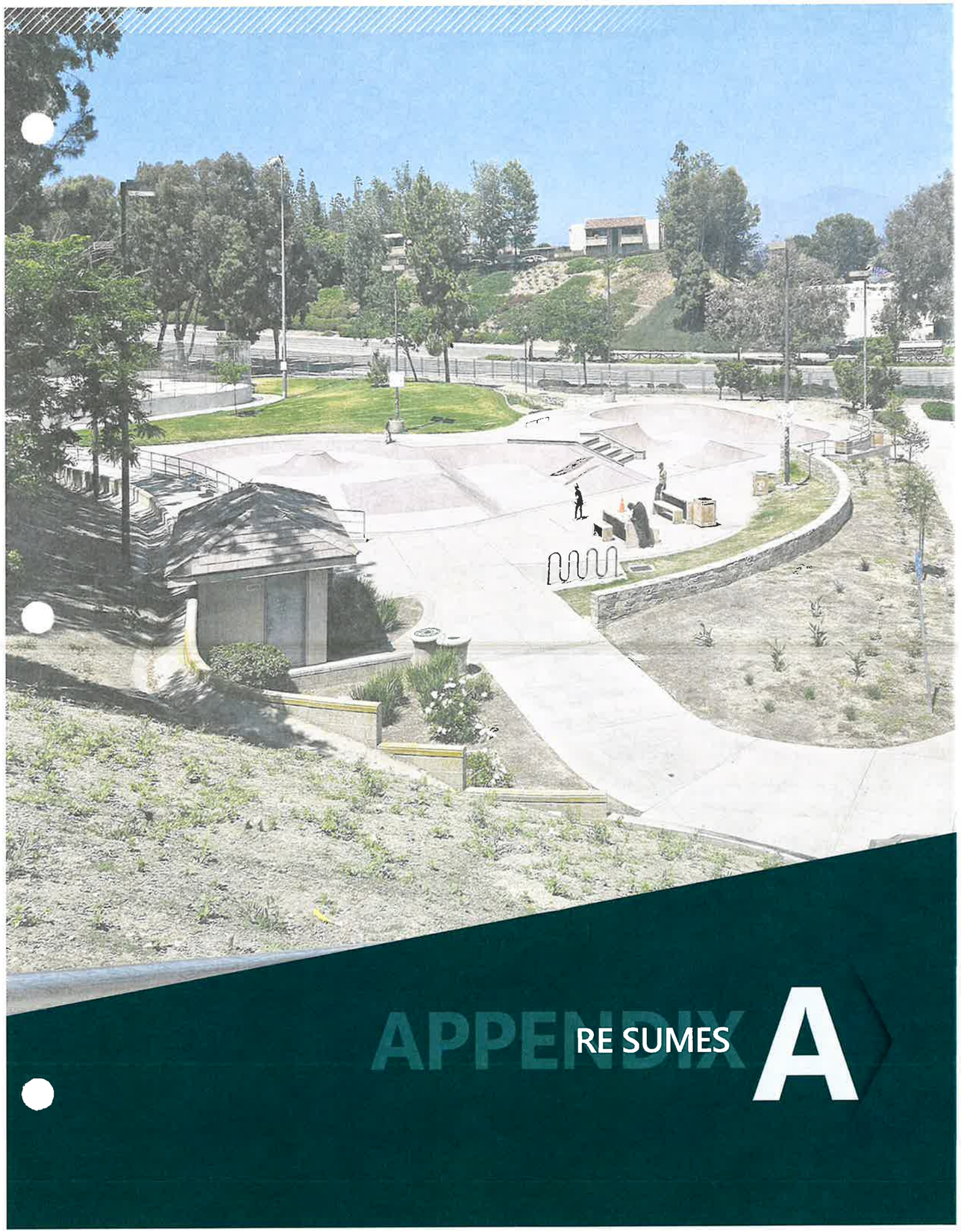
Name of Proposer: Ascent Environmental

By: _____
(Authorized Signature)

Type Name: Chad Beckstrom, AICP

Title: Principal

Date: July 3, 2024



APPENDIX A

RE SUMES



Chad Beckstrom, AICP

PRINCIPAL-IN-CHARGE

YEARS OF EXPERIENCE 27
YEARS AT ASCENT 3

EDUCATION
MURP, California State Polytechnic University, Pomona

BA, Environmental Analysis and Design, University of California, Irvine

CERTIFICATION
American Institute of Certified Planners (No. 016758)

AFFILIATIONS
American Planning Association (APA)

Association of Environmental Professionals (AEP)

PROFESSIONAL WORKSHOPS/ TEACHING PRESENTATIONS

Instructor: Writing Effective CEQA Documents, CEQA Practice Certificate, University of California, San Diego (2019–present)

NEPA Basics: Fundamentals of the National Environmental Policy Act, Joint Conference of the National Association of Environmental Professionals (NAEP)/ California Chapter of the AEP (2013)

NEPA Overview and Refresher, AEP NEPA Basics Workshop Series (2012)

NEPA: A Step-by-Step Approach 2-Day, University of California, Riverside Extension (2009–2010)

Introduction to CEQA, University of California, Irvine Extension (2006–2009)

CEQA Primer, University of California, Irvine Extension (2006–2009)

Introduction to NEPA, University of California, Irvine Extension (2007–2009)

AEP Spring CEQA Advanced Workshop (2009)

AEP Spring CEQA Workshop Series (2005)

California State University, Fullerton, Environmental Studies Course. Guest Lecture (2008–2010)

Chad Beckstrom, AICP, is a collaborative leader with over 27 years of consulting experience in the environmental planning industry covering environmental impact analysis documentation, environmental plans and programs, constraints/opportunities studies, policy consistency reviews, project management, strategic planning, and team leadership. He is committed to exceptional client service, with a steadfast dedication to technical excellence. Chad is well known for the ability to address complex issues, deliver strategic solutions, and help our clients to communicate scientific results in an understandable way to their stakeholders and decision-makers. He works to provide his clients with the best professional advice to solve problems related to compliance with CEQA, NEPA, and other environmental regulatory requirements. Chad brings an expert understanding of how the full range of environmental laws and regulatory requirements are integrated into the CEQA/NEPA review processes, including the Clean Water Act (CWA), Clean Air Act (CAA), California Fish and Game Code, and National Historic Preservation Act (NHPA). He has experience on a wide range of project types, including residential, commercial, industrial, and mixed-use development and redevelopment, maritime ports, public infrastructure, renewable energy and transmission, roadway and transit projects, water and wastewater, schools and campus plans, recreation and parks, habitat restoration, and community general/master plans. Chad also teaches courses on CEQA and NEPA environmental review processes through university extension programs, professional seminars, and client trainings.

SELECTED PROJECT EXPERIENCE

CEQA Document Peer Review of ActivCare Senior Living, Orange County

City of Laguna Hills

Project Manager

Chad managed the team assisting the City with conducting a peer review of the IS/MND for a residential care facility for the elderly. The IS/MND was prepared by the applicant's consultant team, and the City retained Chad and his team to supplement City staff resources to provide CEQA and technical expertise on the City's behalf. The project involved construction and operation of a 72-bed, 31,500-square-foot residential care facility within an approximately 2.5-acre project site of a former auto dealership.

CEQA Document Peer Review of Moulton Niguel Water District Operations Center and Site Consolidation Project, Orange County

City of Laguna Hills

Project Manager

Chad led the peer review and provided advisory services to the City of Laguna Hills for a proposal by the Moulton Niguel Water District (MNWD) to consolidate administrative and operational functions located at two different sites. The project included development of new office buildings, a shop building, a fleet services building, and other improvements to the site in an area surrounded by residential uses. The City was a responsible agency under CEQA and needed to make findings on the document in order to process entitlement applications. The project team was brought in to ensure the document sufficiently addressed the City's issues, mitigated impacts caused by the project, and addressed the concerns of a vocal and involved community that surrounds the project. Chad worked closely with City staff and its outside legal counsel to focus the reviews on technical accuracy, methodologies, and defensibility.

Chad Beckstrom, AICP

Metro East Mixed-Use Overlay/Elan Development Supplemental EIR, Orange County

City of Santa Ana

Project Director

Chad managed preparation of a Supplemental EIR for expansion of the City's Metro East Mixed-Use (MEMU) Overlay Zone and Elan Development projects. An EIR was completed for the MEMU in 2007 and the City proposed to expand the Overlay Zone boundaries by an additional approximately 33 acres, modify some of the development standards and districts, and concurrently process an approximately 600-unit mixed-use development project with ground-floor commercial uses. The project also included an amendment to the existing General Plan and an amendment to the existing Zoning Code. Significant issues included traffic, air quality, health risk, cultural resources, and noise.

Cartwright Residential Addendum, Orange County

City of Irvine

Project Director

Chad directed preparation of an Addendum to the Irvine Vision Plan EIR for the redevelopment of an industrial site for residential uses. The existing site was occupied by a one-story office/ warehouse building and a surface parking lot, which would be demolished to accommodate the development of 60 affordable residential units with supporting amenities including a recreation area with pool, a fitness center, and a club room. The Addendum documented how the project was within the scope of the analysis from the Vision Plan EIR.

SunPointe Residential Project EIR, Orange County

City of Laguna Niguel

Project Manager

Chad led an EIR for a 71-unit single-family hillside subdivision on an approximately 19.5-acre site that was fraught with a number of significant environmental challenges, including sensitive biological resources, geotechnical concerns, and construction impacts from extensive grading, as well as community concerns, such as land use density, visual impacts, noise, and traffic due to the single access point through an existing established neighborhood. Chad worked with the City to address community members' concerns and provide support during public hearings.

SCAG Development Streamlining

Southern California Association of Governments

Project Manager

Chad is leading the Ascent team in the development of guidance materials and presentation of workshops on behalf of SCAG to help accelerate the CEQA and administrative planning processes with the goal of expediting housing entitlements to preserve existing housing and increase new housing production in the region. The guidance is focused on the state legislation aimed at streamlining CEQA and administrative approvals and providing user-friendly resources and toolkits to help agency staff with day-to-day processing of housing applications and restructure and simplify internal entitlement processes to expand use of ministerial approvals that avoid the delays and added expenses which exacerbate the housing crisis.

Concordia University EIR Peer Review, Orange County

City of Irvine

Project Manager

Chad provided CEQA peer review and advisory services on behalf of the City, which was processing the entitlements for Concordia University's Master Plan amendments. The EIR was prepared by Concordia's consultant team, and Chad's team worked with the City to ensure that the EIR was adequate pursuant to CEQA. The project involved development over four phases, including demolition of seven buildings (approximately 71,000 square feet), construction of up to approximately 150,000 square feet of institutional buildings, a new residence hall (74 units/292 beds), relocation and improvements to athletic fields, new and reconfigured parking and internal roadways, and other common area improvements.



Tanya Jones

PROJECT MANAGER

YEARS OF EXPERIENCE 16

EDUCATION
BA, Environmental Analysis and Design, University of California, Irvine

PROFESSIONAL AFFILIATIONS
Association of Environmental Professionals

Tanya Jones has 16 years of experience as a senior project manager and CEQA/NEPA specialist. She is dedicated to maintaining flexibility, being highly responsive, facilitating open and direct communication, and strictly adhering to the project budget and schedule. Tanya has been responsible for management on a wide variety of projects throughout Southern California subject to CEQA and NEPA. She is trained in environmental analysis and design and has experience preparing environmental documents for a range of projects, including utility and public service infrastructure, residential, commercial, energy, and transportation. As a project manager, Tanya serves as the primary point of contact for clients and is responsible for hands-on management of the overall project and for document quality, schedule, and budget. She has a strong ability to thoroughly review documents and manage project changes, and she uses her expertise at maintaining consistency and aggressive schedules. She coordinates daily between her clients and project teams to ensure legally defensible environmental documents.

SELECTED PROJECT EXPERIENCE

Laguna Niguel EIR/Wetlands Operations and Management Plan & IS/MND, Orange County

City of Laguna Niguel

CEQA Project Manager

Tanya served as the CEQA project manager for preparation of an IS/MND to evaluate the potential impacts of implementation of the City's Wetlands O&M Plan. The plan would serve as a guide for the City to manage and maintain 13 wetland sites for long-term sustainability and public safety in the city in the Sulphur Creek watershed, in a portion of the Salt Creek watershed, in Chapparosa Park, and in Crown Valley Regional Park. The plan establishes routine maintenance activities that would be performed at the wetland sites, compensatory mitigation requirements, and general reporting requirements. The goals of the O&M Plan are to implement flood control and vector control for public safety, maintain the integrity of the restored ecosystems, and manage the sites for the long-term stability, health, and sustainability of the Aliso Creek watershed. The project included minor maintenance activities such as removing herbaceous vegetation and accumulated sediment around outfalls, risers, culverts, and bridge crossings; establishing pilot channels to facilitate positive flow and maintain flood capacity (i.e., flowline maintenance); and trimming the understory of riparian vegetation (i.e., below the tree canopy) to prevent obstruction of flow. Key environmental issues included biological resources, cultural resources, geology and soils, hydrology and water quality, and tribal cultural resources.

TGS Campus Woodbridge Project IS/MND, Orange County

City of Irvine

Project Manager

Tanya served as project manager for the preparation of an IS/MND for the TGS Campus Woodbridge Project. The project proposed to add 5,000 square feet of office expansion to the existing 41,400 square feet of office, warehouse, and support uses spanning three buildings on a 2.72-acre project site. Implementation of the project would require a General Plan Amendment to increase the development intensity within the Village of Woodbridge, Planning Area 15, and transfer unused development intensity from the Neighborhood Commercial land use category to the Multi-Use General Plan land use category. The scope of work included peer review of applicant-prepared

technical studies, including air quality, GHG, and noise studies, for completeness, appropriateness of methodology, accuracy of results, and appropriate CEQA content and conclusions in order to complete the IS/MND.

Mile Square Regional Park Master Plan EIR, Orange County

OC Parks

Project Manager

Tanya served as project manager for the preparation of an EIR for implementation of the Mile Square Regional Park (MRSP) Master Plan. The project site encompasses the 93-acre existing Mile Square Golf Course and portions of the existing MRSP located in north Orange County in Fountain Valley. The project would displace the existing Mile Square Golf Course within the MRSP, which held a lease from OC Parks to operate, and other improvements would occur in the eastern portion of the existing park. The project involves improvements outlined in the MSRP Master Plan, including the addition of the 93-acre project site to the existing MSRP park facilities. The addition of the project site to the MSRP would build on the park's existing resources, amenities, and programs enjoyed by the public. The MSRP Master Plan identifies multimodal circulation improvements, specific programming opportunities, areas for ecological restoration, and other recreational improvements that focus on expanding the park's recreational value and open space preservation. The EIR was certified in July 2021, with key environmental issues including biological resources, cultural resources, hydrology and water quality, noise, recreation, traffic, utilities, and public services.

SunPointe Residential Project EIR, Orange County

City of Yorba Linda

Deputy Project Manager

An EIR was prepared to evaluate a proposed 71-unit single-family hillside subdivision on approximately 19.5 acres. The project required a General Plan Amendment, Zone Change, Tentative Tract Map, and Site Development Permit. The site presents some serious environmental constraints, such as biological resources, geotechnical concerns, and construction impacts from massive grading, as well as community concerns, such as land use density, visual impacts, noise, and traffic due to the single access point through an existing established neighborhood. A series of technical studies were also prepared in support of the environmental document.

Devonshire Downs Faculty & Staff Housing Project Addendum, Los Angeles County

California State University, Northridge

Project Manager

Tanya is currently serving as project manager for the Devonshire Downs Faculty & Staff Housing Project Addendum to the California State University, Northridge 2005 Master Plan EIR. CSUN proposes to develop 200 faculty/staff housing units and up to 300 parking stalls on approximately 6.4 acres on the current site of Parking Lot F10 located in the North Campus. The 2005 Master Plan provides for up to 600 faculty/staff residential units, 550 of which were anticipated to be built on the proposed site. Plan Phase 1 included 250 units of faculty/staff housing on this site in this area, while this project anticipates building 200 units. CSUN's Master Plan addresses the functional organization of the campus and is intended to guide the physical development of the campus over a 30-year time horizon through 2035. While the number of units proposed is within the scope of the Master Plan EIR, the Master Plan notes that the housing for this area would be a maximum of three stories, whereas the proposed project includes a four-story design (up to 45 feet). Ascent has been retained to conduct an analysis to determine whether any of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent document have occurred. Key environmental issues include aesthetics and visual quality, air quality, biological resources, noise, traffic, and utilities.

SoCalGas Operations & Maintenance ITP and Master LSA Agreement EIR

California Department of Fish and Wildlife

Assistant Project Manager

Tanya serves as assistant project manager for the preparation of an EIR for the Southern California Gas Company's (SoCalGas's) request for an Incidental Take Permit (ITP) under FGC Sections 2081(b) and 2081(c). The ITP would authorize "take" as defined by FGC Section 86, subject to various conditions, for six threatened and endangered species—least Bell's vireo; southwestern willow flycatcher, tricolored blackbird, Coachella Valley fringe-toed lizard, desert tortoise, and Mohave ground squirrel—incidental to SoCalGas's ongoing operation and maintenance of its approximately 1,400-mile Southern California Desert Gas Pipeline system in the California Desert Conservation Area. CDFW and SoCalGas also expect certain O&M activities would require pre-activity notification under CDFW's Lake and Streambed Alteration (LSA) Program and propose to permit these activities with the issuance of a Master LSA Agreement, consistent with the FGC, that would include reasonable measures necessary to protect fish and wildlife (see FGC Section 1602). CEQA requires CDFW as a lead agency to evaluate the potential environmental effects resulting from issuance of the permits in the broader context of SoCalGas's ongoing O&M activities as the whole of the action, which includes whether CDFW's issuance of the permits would cause modification of SoCalGas's ongoing O&M activities that would result in significant or potentially significant physical changes to the existing environment.



Jazmin Amini

TRANSPORTATION PLANNER

YEARS OF EXPERIENCE 6

EDUCATION

MCP, University of California, Berkeley

BA, Urban Studies & Planning, University of California, San Diego

Jazmin Amini is an environmental and transportation planner with 6 years of experience in transportation planning, long-range planning, land use planning, and environmental impact analysis. At Ascent, she has worked on a variety of CEQA environmental documents, including environmental impact reports, initial studies, consistency checklists, and technical studies, as well as climate action planning and housing element work. Prior to joining Ascent, she worked in multiple intern and graduate researcher positions for the public sector and received a master's degree in city planning from the University of California, Berkeley. Jazmin is interested in the intersection of transportation, land use, and design and works to advance equity in the communities she works with.

SELECTED PROJECT EXPERIENCE

Bellflower Housing Element Update IS/MND, Los Angeles County

City of Bellflower

Transportation Planner

Ascent was retained by the City of Bellflower to prepare the requisite CEQA documentation for the 2022–2030 Housing Element update. SCAG assigned a RHNA of 3,750 residential units to the city to be incorporated in the update. The majority of the RHNA units are proposed to be accommodated within existing specific plan areas that will process a Specific Plan amendment to increase residential densities. Jazmin prepared the transportation section of the IS/MND.

San Diego County Climate Action Plan

County of San Diego

Transportation Planner

Ascent is working with the County of San Diego to develop an ambitious, visionary CAP that strives to meet a 2030 target to mitigate for the County's General Plan and a carbon neutrality goal for 2035–2045. The CAP is being developed in alignment with a Regional Sustainability Plan that envisions a zero-carbon future for the county. Development of the CAP includes far-reaching, inclusive outreach that captures county residents who have not typically been represented in planning and political processes. The CAP also addresses local agriculture, not just for its impacts but for the value it provides to the region. The CAP will also address the carbon sequestration benefits of the county's vast open spaces, rangelands, and agricultural lands. At the same time, Ascent is addressing County operations and developing GHG reduction measures that demonstrate the County's leadership in tackling climate change. Jazmin is working on the development of strategies, measures, and implementation actions for the transportation sector in the CAP.

STAY OPEN San Diego Hotel Initial Study, San Diego County

San Diego Unified Port District

Transportation Planner

Ascent prepared an IS/MND for the STAY OPEN San Diego Hotel project. The project proposes adaptive reuse of vacant space and the rooftop of the existing District Annex Building and use of an existing paved parking lot to develop a "shared hospitality" hotel project featuring "pod-type" rooms. Jazmin prepared the transportation section of the Initial Study, which included an analysis of vehicle miles traveled and other potential impacts related to transportation and the implementation of the proposed project.

Jazmin Amini

Green Valley Specific Plan EIR Addendum, Riverside County

City of Perris

Transportation Planner

This addendum to the 1990 Final Environmental Impact Report for the Green Valley Specific Plan (GVSP) evaluates proposed amendments to the GVSP. Specifically, this addendum analyzes the effects of proposed amendments to GVSP land use designations and zoning on 240.3 acres of the northeast portion of the GVSP area that would change land use designations to be consistent with the Perris Valley Airport Land Use Compatibility Plan and meet the intent of SB 330 to recapture dwelling units that were not realized across the plan area with previous project approvals (i.e., Phase 1A and Phase 1B projects recently approved in southern half of the GVSP). Jazmin prepared the transportation section of the addendum for Phase 2 of the project.

Freeway Commerce Center EIR and Technical Study, Riverside County

City of Jurupa Valley

Transportation Planner

The City of Jurupa Valley is proposing the development of a freeway commerce center on vacant land adjacent to SR 60. The project involves the implementation of a travel center that would provide professional truck drivers and motorists with 24-hour access to purchase gasoline, diesel and hydrogen fuel, a truck repair facility, truck and automobile parking, electronics, and snacks and travel items, as well as a variety of fast-food restaurant offerings. Additionally, the project would include the development of a 90-room hotel, a restaurant, a self-storage/recreational vehicle storage facility, a recreational vehicle and truck dealership, and a truck wash. Jazmin prepared the transportation section of the EIR.

Apple Valley Love's Travel Center EIR and Technical Study, San Bernardino County

Love's Travel Stops & Country Stores

Transportation Planner

The applicant is proposing to construct and operate a full-service travel center and recreational vehicle (RV) park on approximately 33.52 acres of vacant land in the northwest portion of Apple Valley. Project visitors/customers would include "over-the-road" trucks (i.e., professional long-haul drivers who are on the road for consecutive days or weeks at a time), local residents, and traveling motorists. The proposed project would connect to the existing storm drains, located immediately east of the project site. Proposed project grading would also implement stormwater control/drainage and water quality features to prevent drainage and water quality impacts, which include temporary earthen diversion channels, detention/retention and water quality basins, and standard best management practices. Jazmin prepared the transportation section of the EIR.

Roadway Clearance Categorical Exemption II, San Diego County

County of San Diego/California Department of Forestry and Fire Protection

Assistant Project Manager/Environmental Planner

This is the second project of its kind contracted with the County of San Diego and the California Department of Forestry and Fire Protection after successful completion of a similar project in early 2022. The San Diego County Board of Supervisors directed the San Diego County Fire Protection District to pursue a vegetation maintenance program to reduce fire risks along approximately 467 miles of public roadways in the unincorporated county. The project would increase the safety of emergency access and evacuation routes and establish fuel breaks along roadways. The project would involve fuel reduction treatments within a 20-foot buffer along County-maintained roads, reducing fire risks and improving evacuation performance in the event of a wildfire. Ascent is preparing supporting documentation establishing the project's qualification for a categorical exemption. Jazmin serves as assistant project manager.

Temecula Valley Hospital Master Plan Update Subsequent EIR, Riverside County

City of Temecula

Transportation Planner

Jazmin is the transportation planner of the Temecula Valley Hospital Master Plan Update Subsequent EIR. The hospital is proposing updates to the previously approved Temecula Valley Hospital Master Plan, which would require a Major Modification and a Planned Development Overlay (PDO) Amendment. The project would consist of the development of a Behavioral Health Building, an expansion to the emergency department, two additional hospital towers, two medical office buildings, and a utility plant. The project would also include development of new surface parking lots and a four-story parking structure and relocation of the existing helipad from its interim location to the roof of a proposed hospital tower. Major issues include traffic (VMT), helicopter noise, and greenhouse gases.



Dimitri Antoniou, AICP

SENIOR NOISE/VIBRATION SPECIALIST

YEARS OF EXPERIENCE 13

EDUCATION
MS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

BS, Environmental Management and Protection, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS
American Institute of Certified Planners (No. 02817)

TRAINING
Lakes Environmental AERMOD Air Dispersion Modeling Course

GIS Mapping and Disaster Planning Contractor: Cal Fire San Luis Obispo

SOFTWARE CAPABILITIES
ArcGIS, CalEEMod, AERMOD, HARP, Google Earth, Microsoft Office Suite, Adobe Design Suite

PROFESSIONAL AFFILIATIONS
American Planning Association California (APACA), AICP (2014–present)

PUBLICATIONS
Antoniou, Dimitri Theodore. (2010). Background Report for the Water Conservation Handbook. MS of City and Regional Planning. California Polytechnic University, San Luis Obispo.

FOREIGN LANGUAGE
Greek

REPRESENTATIVE PROFESSIONAL PRESENTATIONS
September 2017. "Community Risk Reduction Strategy: A Hayward Case Study," Session Speaker, Sacramento Valley Section APACA Speaker Series, Sacramento

Dimitri Antoniou, AICP is a senior noise specialist with experience in technical noise propagation and estimation calculations, noise monitoring, peer review of acoustical studies, and preparation of environmental noise analyses for the purposes of satisfying NEPA and CEQA documentation. Dimitri is proficient in the use of multiple noise prediction models (e.g., Traffic Noise Model [TNM]) and in conducting analyses consistent with relevant regulatory agency guidelines (e.g., FTA, FHWA, Caltrans). His noise work includes conducting traffic noise, stationary noise, and community wide noise modeling for a variety of projects such as city-wide general plan updates and project level analysis for the development of power generation facilities, heliports, wastewater treatment plants, housing projects, and community-wide plans.

SELECTED PROJECT EXPERIENCE

Carlsbad EA/FONSI for the HUD Environmental Assessment, San Diego County

City of Carlsbad

Project Manager

Ascent assisted the City of Carlsbad, as the Responsible Entity under NEPA and HUD, in preparing an EA/FONSI for the proposed Windsor Pointe Project, a 50-unit affordable multifamily housing project. Affirmed Housing Group sought tax credit bonds, Housing and Community Development Multifamily Housing Program, and No Place Like Home funds, administered by HUD, to construct the project. The project proposes to construct 50 affordable housing units on scattered sites, targeting low-income and homeless veterans. Ascent prepared an EA/FONSI for HUD approval, pursuant to NEPA and HUD regulations 24 CFR Part 58. The EA/FONSI includes a discussion of the proposed project and compliance with applicable laws and authorities required by 24 CFR 58.5 and 58 6 and includes an analysis of all Environmental Assessment Factors required by 24 CFR 5840; Ref 40 CFR 1508.8 and 1508.27. Specific topic areas involving detailed analysis include a quantitative air quality conformity applicability assessment, consistent with Clean Air Act (Title 40 CFR Subpart B), and include emissions modeling and comparison to de minimis levels, historic preservation analysis, consistent with Sections 106 and 110 of 36 CFR Part 800, and a noise assessment, meeting requirements of 24 CFR Part 51 Subpart B, that include site acceptability noise standards. Dimitri was the project manager who led the preparation of the environmental document, coordinated staff and subconsultants, and led the City through the HUD and NEPA compliance process. The EA/FONSI was approved and the City was issued the authority to use grant funds by HUD in August 2020.

Regional San "EchoWater" Wastewater Treatment Plant Upgrade EIR, Sacramento County

Sacramento Regional County Sanitation District

Assistant Project Manager/Senior Air Quality, GHG, and Noise

Sacramento County's wastewater treatment plant is the largest discharger of treated wastewater to inland waterways in California. The discharge location is just upstream of the Sacramento-San Joaquin Delta. Regional San upgraded its system to several treatment plant processes, including filtration (tertiary), disinfection, and ammonia removal. Thorough modeling was conducted to determine the effect of treated wastewater on downstream water users, fisheries, and the overall Delta resources. Regional San sought SRF financing in support of this effort; therefore, the analysis addressed the State Water Board CEQA-Plus requirements. Ascent led consultation with

NOAA Fisheries, USFWS, and CDFW. Dimitri's role as an assistant project manager included coordinating EIR production with staff, subconsultants, and the client, as well as managing task completion, project budget, and schedule compliance. In addition, he conducted the technical noise, air quality, and GHG analyses for the EIR. He conducted site-specific air dispersion modeling using AERMOD for dust emissions associated with construction activities and recommended dust control measures to mitigate emissions. GHG emissions are directly related to the energy consumption at the facility and therefore impacts can vary greatly depending on the different disinfection technology options. Dimitri evaluated project-generated GHG emissions for each alternative and recommended the construction of renewable energy sources as mitigation to reduce GHG emissions.

Update of Plan Bay Area 2040: The Regional Transportation Plan/Sustainable Communities Strategy EIR, San Francisco Bay Area

Metropolitan Transportation Commission

Senior Noise Analyst

In 2013, the Metropolitan Transportation Commission (MTC) adopted Plan Bay Area, the RTP/SCS that serves as an integrated long-range transportation and land use/housing plan for the San Francisco Bay Area addressing the implementation of transportation projects and the challenge of accommodating projected growth. The EIR for Plan Bay Area was certified in 2013 and was subsequently the subject of four legal challenges. Similar to other jurisdictions around the state, MTC updated the RTP/SCS and completed an environmental review that was compliant with the requirements of CEQA. Dimitri conducted the noise analysis which required the development of project-specific thresholds of significance based on local conditions and state guidelines, traffic noise modeling for the entire nine-county Bay Area, and community noise analysis that considered the land use changes over the next 20 years.

Tahoe Transportation District Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) EIR/EIS, Tahoe Basin

Tahoe Metropolitan Planning Organization

Noise Analyst

Ascent worked with TMPO to prepare a program-level EIR/EIS for the Tahoe RTP and SCS. The TRPA and TMPO jointly updated the Tahoe Basin's RTP, in conjunction with an update of the Tahoe Regional Plan. The RTP/SCS includes the policies, investments, and funding strategies that will shape the region's transportation system over the next 25 years. The RTP will also serve as the Transportation Plan required by the Tahoe Compact as part of the TRPA Regional Plan update. Finally, the plan meets the challenge of California's Senate Bill 375 by presenting an integrated set of land use plans and transportation investments that will allow the region to achieve state targets for reducing GHG emissions by 2035. Ascent prepared the EIR/EIS, which was certified in December 2012. The RTP/SCS has been approved and is being implemented. Dimitri conducted traffic noise modeling for the affected roadways in the Lake Tahoe Basin as well as the noise analysis for implementation of the entire RTP.

High Speed Train Power Interconnection Facilities Project

California High Speed Rail Authority

Noise Analyst

The High Speed Train (HST) project includes new, modified, and upgraded power facilities necessary to connect High-Speed Rail Traction Power Substations (TPSSs) to the Pacific Gas and Electric (PG&E) electrical grid, providing power to the portion of the HST project that would extend from Merced to Bakersfield. Ascent is preparing NEPA/CEQA compliant documents and supporting field assessments, technical studies, and reports to analyze the impacts of construction, operation, and maintenance of the interconnection and system network upgrades. The Federal Rail Administration (FRA) and the Authority are the lead agencies pursuant to NEPA and CEQA, respectively. The California Public Utilities Commission (CPUC), which regulates the electrical facilities that are the subject of this environmental review, is a CEQA responsible agency. Dimitri prepared construction and operational-noise impact assessments consistent with CPUC guidance.

State Route 89/Fanny Bridge Community Revitalization Project EIR/EIS/EA, Placer County

Tahoe Transportation District

Noise Analyst

To provide congestion relief, TTD proposed improvements to the State Route 89 North Tahoe "Y" intersection and Fanny Bridge over the Truckee River. The improvements involved: congestion relief features at the highway intersection, construction of a new bridge over the river, rehabilitation and replacement of Fanny Bridge, and bicycle and pedestrian facilities (including connection to the Truckee River bike path). Alternative uses of the existing Fanny Bridge include continued highway use, limited local automobile access, or pedestrian and bicycle use only. Key issues were impacts to the Truckee River, historic resources, land use impacts, aesthetics, construction noise and air quality, and traffic and transportation advantages and disadvantages of the alternatives. Dimitri conducted the noise analysis, which evaluated traffic-related noise increases as well as short-term construction noise.



Alta Cunningham

CULTURAL RESOURCES/HISTORIC RESOURCES

YEARS OF EXPERIENCE 23

EDUCATION
MA, Historic Preservation, Savannah College of Art and Design

BS, History, University of California, Davis

PROFESSIONAL AFFILIATIONS
California Preservation Foundation

AWARDS
Midpeninsula Regional Open Space District Bear Creek Redwoods Preserve Plan and EIR (2017 Award for Outstanding Planning Document from AEP)

Plan Bay Area: Regional Transportation Plan/Sustainable Communities Strategies EIR (2018 Award of Merit for Environmental Analysis Document from AEP)

Alta Cunningham has 23 years of experience in the environmental consulting field. Her experience as an architectural historian includes archival research, historic building and structure surveys and evaluations, and cultural resources documentation for NEPA and CEQA projects ranging from single building evaluations to district-wide surveys for CEQA, PRC Section 5024, and NHRA Section 106 compliance documents. She has completed evaluations for higher education facilities, pre- and post-World War II residential and commercial buildings, agricultural properties, and water conveyance systems. Alta meets the Secretary of the Interior's Professional Qualification Standards for architectural history and history. She also serves as a skilled deputy project manager for EIRs and has coordinated multiple environmental projects. Alta provides technical expertise for CEQA documents and has prepared numerous technical sections, covering aesthetics, agricultural resources, cultural resources, geology and soils, land use and planning, and public services.

SELECTED PROJECT EXPERIENCE

CEQA Compliance for the STAY OPEN San Diego Hotel Project, San Diego County

San Diego Unified Port District

Architectural Historian

Ascent prepared an IS/MND for the STAY OPEN San Diego Hotel Project. The project proposes adaptive reuse of vacant space and the rooftop of the existing District Annex Building and use of an existing paved parking lot (to develop a "shared hospitality" hotel project featuring "pod-type" rooms. Alta prepared the historic resources evaluation report for the two buildings on the project site, evaluating the properties under the criteria of the California Register of Historical Resources, the National Register of Historic Places, and the City of San Diego Register to determine if the project has the potential to cause a substantial adverse change to historical resources under CEQA. Alta also prepared the cultural resources and tribal cultural resources sections of the IS/MND.

Bergamot Station Transit Village Center Project EIR, Los Angeles County

City of Santa Monica

Technical Writer

The Bergamot Station Transit Village Center Project is a transit-oriented mixed-use village on a site currently developed with 206,000 square feet of vacant industrial uses. The proposed project would result in the construction of an approximately 766,094-square-foot mixed-use project in five buildings including up to 325 residential dwelling units, approximately 494,927 square feet of creative office, and approximately 46,895 square feet of ground-floor neighborhood-serving retail and restaurant. The project would also include approximately 84,000 square feet of ground-floor recreational open space. Alta prepared the cultural resources section of the Draft EIR.

Markleeville Water System Improvements, Alpine County

State Water Resources Control Board (West Yost)

Architectural Historian

Alta prepared the historic evaluation of the Markleeville Water Company to support the preparation of an IS/MND for the upgrade of the Markleeville water treatment and distribution

system. The project involves replacement of 17,700 linear feet of water conveyance pipelines as well as relocation, replacement, and construction of new water supply equipment and structures in the community of Markleeville. Key issues included construction-related noise and air quality emissions as well as water quality.

New Sacramento Courthouse EIR Addendum, Sacramento County

Judicial Council of California

Architectural Historian

For the Judicial Council of California's New Sacramento Courthouse in downtown Sacramento, Ascent prepared an EIR Addendum to evaluate a change in the project that involved closure of a building found to be eligible for the National Register of Historic Places. Alta coordinated the subconsultant's scope and budget, reviewed and provided technical assistance on the updated historic evaluation and the historic building maintenance plan. She also prepared the cultural resource section of the Addendum.

Leavesley/Dexter Mountain Ranch at Palassou Ridge Open Space Preserve, Santa Clara County

Santa Clara Valley Open Space Authority

Architectural Historian

Ascent was added to the Authority's on-call list of consultants for CEQA and NEPA environmental services for projects across its many open space preserves. Alta completed a Historical Resource Evaluation Report for Leavesley/Dexter Mountain Ranch. The property has been recommended eligible for the National Register as an individual resource. However, Alta conducted additional evaluation of the structures and features of Leavesley/Dexter Mountain Ranch to help inform the design of the proposed bridge replacement and public parking lot and trailhead. The evaluation was conducted at a district level and included a clearly delineated boundary for the site. Contributing and noncontributing structures and features were identified, including the Dexter Creek Bridge.

59th Street Remediation and Demolition Project IS/MND, Sacramento County

Sacramento Municipal Utility District

Architectural Historian/Environmental Planner

SMUD proposes to undertake soil remediation at its former corporation yard and administrative offices at 1708 59th Street in downtown Sacramento. The project includes installation of a full-scale soil vapor extraction (SVE) system to remediate VOC-impacted soil gas, and excavation and disposal of soil contaminated with arsenic. To access the contamination, multiple buildings would require demolition. The project includes building demolition, installation and operation of the SVE system, and excavation and disposal of contaminated soil. All remediation activities must be approved by the California Department of Toxic Substances Control to ensure protection of human health and the environment. SMUD proposes to remediate the site to appropriate risk and exposure levels as determined by DTSC. Ascent prepared an IS/MND to evaluate impacts associated with the remediation and demolition. Alta conducted the historical resources survey and evaluation for the 10 resources on-site and prepared the cultural and tribal cultural resources section of the IS/MND.

SDOT Madison Bus Rapid Transit Design, Seattle, WA

Architectural Historian

While at another firm, Alta assisted with the preparation of a cultural resources assessment to address potential impacts to historic properties, in support of a proposed 2.3-mile Bus Rapid Transit project through downtown Seattle. The corridor is one block northwest of the Pioneer Square Skid Road Historic District. The assessment included background research of the project area and an intensive inventory of 83 historic properties. Alta evaluated 12 properties in the revised project area for consideration of listing in the NRHP and helped prepare the Historic Property Inventory forms.

Community Transit Swift Bus Rapid Transit Orange Line, Snohomish, WA

Architectural Historian

The Federal Transit Administration (FTA), in cooperation with Community Transit, proposed the Swift Bus Rapid Transit Orange Line project. The project is located along an approximately 11-mile corridor in southwest Snohomish County and the cities of Lynnwood and Mill Creek. While at another firm, Alta assisted with the preparation of a cultural resources assessment to address potential impacts to historic properties within the project area. She evaluated 12 properties in the project area for consideration of listing in the NRHP and helped prepare the Historic Property Inventory forms.



Tristan Evert

ENVIRONMENTAL PLANNER

YEARS OF EXPERIENCE 9

EDUCATION
BS, Environmental Management and Protection, California Polytechnic University, San Luis Obispo

PROFESSIONAL AFFILIATIONS
Association of Environmental Professionals, San Diego Chapter

Tristan Evert is an environmental planner with 9 years of professional experience in land use and environmental planning, with expertise in CEQA compliance. He has managed, authored, and provided support for various environmental documents pursuant to CEQA and NEPA, including environmental impact reports, mitigated negative declarations, initial studies, exemptions and categorical exclusions, and environmental assessments. Tristan has developed excellent working relationships with several clients in Southern California.

SELECTED PROJECT EXPERIENCE

San Diego County Department of General Services As-Needed Environmental Contract

County of San Diego, Department of General Services

Assistant Project Manager/Environmental Planner

Tristan provided CEQA advice to County staff for the County's Emergency Homeless Shelter Program. As part of this task order, Ascent prepared a memorandum of findings that included a review of potential sites for emergency shelter development (as identified by the County) to determine the appropriate pathways for CEQA compliance for each site. Tristan also serves as assistant project manager for the Jacumba Fire Station #43 IS/MND and the East County Crisis Stabilization Unit Project, which are currently in process.

Addendum to the Green Valley Specific Plan Final EIR for the Phase 2 Project Area, Riverside County

City of Perris

Project Manager

Tristan served as project manager for the preparation of an addendum to the Final EIR for the Green Valley Specific Plan (GVSP), which evaluates an amendment to the GVSP that was approved in 1990. The addendum analyzed proposed changes to the adopted GVSP, which included an increase in the total number of units, changes to the land use layout, and updated analysis to address applicable federal, state, and local policies. Tristan's responsibilities included managing the preparation of the EIR Addendum and coordinating with internal technical staff. The EIR Addendum was adopted by the Perris City Council on April 25, 2023.

Temecula Valley Hospital Master Plan Update SEIR, Riverside County

City of Temecula

Environmental Planner

Tristan is serving as an environmental planner for the preparation of a Subsequent EIR for an update to the Temecula Valley Hospital Master Plan. The City approved development of Temecula Regional Hospital and certified the Temecula Regional Hospital EIR in 2006 and a Supplemental EIR in 2008. The proposed project would consist of revisions to the currently approved project, which would require a Major Modification and Planned Development Overlay (PDO) Amendment. Tristan is responsible for preparation of the cultural resources section and the geology and soils section of the SEIR.

Tristan Evert

Alpine Community Plan Update EIR, San Diego County

County of San Diego, Planning and Development Services

Deputy Project Manager

Tristan served as deputy project manager for the preparation of a Supplemental EIR for the Alpine Community Plan Update. Responsibilities included coordinating preparation of the EIR, attending meetings with County staff, and coordinating with internal technical staff and subconsultants.

Will Rogers Learning Community Campus Expansion and Improvement Project IS/MND, Los Angeles County

Santa Monica-Malibu Unified School District

Project Manager

Tristan served as project manager for the preparation of an IS/MND for the project, which involves improvements to the Will Rogers Learning Community campus based on the 2020 Campus Master Plan. These modernization efforts include creating new indoor and outdoor spaces that promote collaboration, project-based learning, and the Science, Technology, Engineering, and Math (STEM) curriculum, while improving safety and access for the campus and surrounding community. Tristan's responsibilities included managing preparation of the IS/MND, budget, and schedule, as well as coordinating with District staff and internal technical staff.

SDUSD As-Needed Environmental Services, San Diego County

San Diego Unified School District

Project Manager/Senior Environmental Planner

Tristan served as a project manager and senior environmental planner for several tasks conducted as part of an on-call environmental services contract, including EIRs, MNDs, NOEs, and general support to District staff. As part of this contract, he also assisted District staff with Title 5 compliance and processing through the California Department of Education, as well as navigating the Federal Aviation Administration notification process in accordance with Federal Aviation Regulations.

Port Master Plan Update EIR, San Diego County

San Diego Unified Port District

Project Manager/Senior Environmental Planner

Tristan served as project manager and senior environmental planner for the preparation of the Port Master Plan Update EIR, which proposes a comprehensive update to the current Port Master Plan to provide goals and planning policies, as well as land and water uses, for the physical development and conservation of District Tidelands. Responsibilities included managing preparation of the EIR, budget, and schedule, as well as coordinating with District staff, internal technical staff, and subconsultants.

Tenth Avenue Marine Terminal Redevelopment Plan and Demolition and Initial Rail Component EIR/EA, San Diego County

San Diego Unified Port District

Environmental Planner

Tristan served as an environmental planner and assisted in the preparation of the EIR (CEQA) and prepared the EA/FONSI (NEPA) for the long-term redevelopment of the 96-acre Tenth Avenue Marine Terminal, an omni-terminal with dry bulk, break bulk liquid bulk, and refrigerated container cargo. The plan sets guidelines and a vision to expand the terminal to ensure operations improve in an economically desirable and controlled manner. The EA/FONSI was prepared for the US Department of Transportation Maritime Administration.

California Polytechnic State University, San Luis Obispo Water Reclamation Facility EIR, San Luis Obispo County

Trustees of the California State University

Environmental Planner

Tristan is serving as an environmental planner for the California Polytechnic University, San Luis Obispo (Cal Poly) Water Reclamation Facility (WRF) EIR. Cal Poly recently completed its 2035 Master Plan to guide the development and use of campus lands for the next quarter century. The 2035 Master Plan is projecting that enrollment will increase to 25,000 and the amount of on-campus living will double by 2035. The proposed growth on campus not only increases the demand for water supply but will also increase wastewater flows. Cal Poly is proposing to construct an on-campus WRF that will treat wastewater generated on campus to a tertiary disinfected level that meets Title 22 standards. The reclaimed water would then be used for irrigation of agricultural land and recreational fields to offset the additional water demands created by the growth of the University. Construction of the WRF would include a lift station, construction of a recycled water reservoir to provide storage, and a distribution system to serve agricultural operations. Tristan is responsible for preparation of the hydrology and water quality section of the EIR.



Nicole Greenfield

ENVIRONMENTAL PLANNER

YEARS OF EXPERIENCE 7

EDUCATION
BA, Integrative Biology, University of California, Berkeley

TRAINING
Association of Environmental Professionals (AEP), CEQA Intermediate Workshop (2021)

UC San Diego Extension, CEQA Air Quality and Greenhouse Gas Analyses (2020)

APA California State Conference (2019, 2022)

Nicole Greenfield has 7 years of experience in the environmental consulting field. She has prepared environmental documentation for various project types throughout California, including wildfire resilience and recovery, recreation, transportation, and public and private development. Nicole uses her strong writing and critical thinking ability to support clients through the CEQA/NEPA process from project initiation to completion. Her responsibilities include preparing environmental documents and technical studies; managing projects and providing project management assistance; conducting thorough QA/QC reviews; providing support at public meetings; and collaborating with interdisciplinary teams of designers, engineers, and technical specialists.

Nicole has also provided support with conducting rare plant and bat surveys, completing regulatory permit applications, and monitoring construction sites for permit compliance. She previously worked in ecosystem management and ecological restoration. Her experience includes habitat and vegetation surveys for biological research, as well as water quality and vegetation monitoring for various restoration projects.

SELECTED PROJECT EXPERIENCE

Temecula Valley Hospital Master Plan Update SEIR, Riverside County

City of Temecula

Environmental Planner

Temecula Valley Hospital is proposing updates to the previously approved Temecula Valley Hospital Master Plan, which would require a Major Modification and a Planned Development Overlay (PDO) Amendment. The project would consist of the development of a Behavioral Health Building, an expansion to the emergency department, two additional hospital towers, two medical office buildings, and a utility plant. The project would also include development of new surface parking lots and a four-story parking structure and relocation of the existing helipad from its interim location to the roof of a proposed hospital tower. Major issues include traffic (VMT), helicopter noise, and greenhouse gases. Nicole assisted with preparation of the project description for the Supplemental EIR.

Apple Valley Love's Travel Stop EIR, San Bernardino County

Love's Travel Stops & Country Stores

Assistant Project Manager/Environmental Planner

Love's Travel Stops is proposing to construct and operate a full-service travel center and recreational vehicle park on approximately 33.52 acres of vacant land at the northeast corner of Interstate 15 and Stoddard Wells Road in Apple Valley. The project includes fueling and charging stations; above- and below-ground fuel storage tanks; convenience stores; a fast-food restaurant with drive-through; a truck maintenance/tire building; recreational amenities; parking for automobiles, trucks, and recreational vehicles; and other associated on- and off-site improvements. Nicole served as assistant project manager and prepared the Notice of Preparation/Initial Study and sections of the EIR. The project was approved by the Apple Valley Planning Commission in July 2023.

Nicole Greenfield

Rendezvous Phase II Apartments Project IS/ND, Riverside County

City of Temecula

Project Manager/Environmental Planner

The proposed Rendezvous Phase II Apartments Project includes development of 134 attached apartment units in six three-story buildings on approximately 9.5 acres in Temecula. The project includes 56 one-bedroom units, 42 two-bedroom units, and 36 three-bedroom units. In addition, the project would include a central pool, landscaped open space and recreational areas, exercise room, bicycle parking, and 280 vehicle parking spaces. Nicole served as the project manager and prepared the IS/ND. The project was approved by the Temecula City Council on September 13, 2022.

Vehicle Miles Traveled Exchange Program, San Diego County

City of Escondido

Assistant Project Manager/Environmental Planner

The City of Escondido is proposing to adopt a Vehicle Miles Traveled (VMT) Exchange Program (program) – a voluntary program in which discretionary development applicants can participate to reduce the amount of VMT generated by their individual development projects. The program would provide applicants with the option to reduce potentially significant VMT impacts identified through the California Environmental Quality Act (CEQA) review process if they agree to construct specified VMT-reducing projects that have been identified by the City. The program would provide applicants with the option to implement early action exchange program projects, which include pedestrian network, bicycle network, and transit supportive improvements that are located within existing developed rights-of-way in the city. Nicole prepared the Initial Study/Negative Declaration. The program was adopted in December 2022.

The Anchor at Lake Elsinore – Rehabilitation CEST, Riverside County

City of Lake Elsinore

Environmental Planner

The City of Lake Elsinore is proposing to complete the following refurbishment and minor improvements to an existing crisis stabilization housing complex, known as The Anchor: (1) improving electrical wiring to address safety issues in the 14 units; (2) removing bathtubs and converting to walk-in showers in the 14 units; (3) replacing surface counters with modular kitchen counters in the 14 units; (4) refurbishing the laundry room into a commercial laundry space with new electrical and venting; (5) installing outdoor pet kennels to reduce pet-related property damage in rooms causing high remediation expenses; and (6) installing a new entry gate lock system. Because funding was requested from the US Department of Housing and Urban Development, the project was subject to environmental review under NEPA. Nicole completed an environmental review for the project, which constitutes activities that are categorically excluded and are subject to the federal laws and authorities referenced at 24 CFR 58.6. Based on the findings in the environmental review, the project converted to exempt and funding was awarded to the City on November 23, 2021.

John Adams Middle School Campus Improvement Project IS/MND, Los Angeles County

Santa Monica-Malibu Unified School District

Project Manager/Environmental Planner

The Santa Monica-Malibu Unified School District is proposing redevelopment of John Adams Middle School in accordance with the 2020 Campus Master Plan. The Campus Master Plan was developed to identify campus modernization efforts needed to align with the District's educational specifications; it comprises priority construction projects and future long-range projects to be performed as funding becomes available. Overall, the proposed project would result in demolition of five existing buildings, construction of three new buildings, renovation/reuse of four existing buildings, and other on-site improvements. Nicole served as project manager and prepared sections of the IS/MND. The project was approved by the District Board of Education in January 2023.

Temecula Valley Hospital Master Plan Update SEIR, Riverside County

City of Temecula

Environmental Planner

Temecula Valley Hospital is proposing updates to the previously approved Temecula Valley Hospital Master Plan, which would require a Major Modification and a Planned Development Overlay (PDO) Amendment. The project would consist of the development of a Behavioral Health Building, an expansion to the emergency department, two additional hospital towers, two medical office buildings, and a utility plant. The project would also include development of new surface parking lots and a four-story parking structure and relocation of the existing helipad from its interim location to the roof of a proposed hospital tower. Major issues include traffic (VMT), helicopter noise, and greenhouse gases. Nicole assisted with preparation of the project description for the Supplemental EIR.



Scott Gressard

DIRECTOR OF BIOLOGICAL SERVICES

YEARS OF EXPERIENCE 11

EDUCATION

MS, Biology, University of California, San Diego

BS, Ecology, Behavior & Evolution, University of California, San Diego

CERTIFICATIONS

CDFW Plant Voucher Collecting Permit, No. 2081(a)-15-086-V

PROFESSIONAL AFFILIATIONS

Ecological Society of America

The Wildlife Society

Scott Gressard has more than 11 years of experience, specializing in wetland delineations, regulatory compliance, permit acquisition, natural resource management, and project management, as well as identification of California native and invasive plant and wildlife species, including nesting bird surveys. His expertise also includes biological technical reporting, resource data collection and mapping, and project impact analyses. Scott has extensive experience in CEQA; state and federal Endangered Species Act permit processing; wetlands permitting, consisting of nationwide, individual, and regional general permits from USACE, including associated federal consultations; Section 401 and Waste Discharge Requirement authorization processing through SWRCB; Lake and Streambed Alteration Agreement processing through CDFW; coastal development permits from the California Coastal Commission; and management of associated permit conditions and compliance.

SELECTED PROJECT EXPERIENCE

Avian and Vegetation Pilot Monitoring Studies and Initial Management Action Plan, Orange County

Rancho Mission Viejo Land Trust

Senior Biologist

Scott collected and surveyed point intercept data for descriptive statistical measurements of vegetative cover of native grassland, non-native grassland, and California sagebrush (*Artemisia californica*) dominated plant categories suitable for native avian species. He also supported the client in performing a vegetation pilot study monitoring riparian/wetland areas, oak woodlands, and coastal sage scrub per the requirements of the Initial Management Action Plan (IMAP). The pilot studies tested on-the-ground monitoring methods to ensure they could feasibly and efficiently be implemented as part of the long-term monitoring program and to define the cost to implement this aspect of the IMAP.

Newhall Specific Plan, Los Angeles and Ventura Counties

Newhall Land and Farming Inc.

Senior Biologist

Scott conducted various biological surveys, including rare plants (e.g., endangered San Fernando Valley spineflower [*Chorizanthe parryi* var. *fernandina*]) and burrowing owl (*Athene cunicularia*) surveys throughout the specific plan area annually from 2013 through 2016. Data from these surveys were used in several project-level biological technical reports, conservation assessments, and biological resource sections of EIRs.

Mid-Coast Corridor Transit Project, San Diego County

San Diego Association of Governments

Senior Biologist

Scott was part of a team providing environmental support services to SANDAG for the Mid-Coast Corridor Transit project. The project will extend the San Diego Trolley 11 miles from the Old Town Transit Center to the University City community, serving major activity and employment centers such as the University of California, San Diego campus and the University Towne Centre shopping center. He completed biological and land use analysis related to wetlands, endangered species, and wildlife corridors.

Scott Gressard

San Diego As-Needed Environmental Services for Stormwater Department, San Diego County

City of San Diego, Stormwater Department

Contract Manager

Scott provided environmental services to the City's Stormwater Department. He was responsible for resource agency coordination and permitting, CEQA and technical document preparation (including CEQA exemption supporting documents), site assessment surveys including wetland delineations, routine and emergency facility maintenance support, regulatory compliance supervision, general process support for environmental planning staff, task budget and schedule oversight, and management of the overall contract. Project examples include routine and emergency channel maintenance, facility concrete repair, CEQA-exempt minor maintenance activities, and mitigation siting and development.

San Diego As-Needed Environmental Services for Public Works Department, San Diego County

City of San Diego, Public Works Department

Deputy Project Manager

Scott was responsible for overseeing projects such as pipeline realignments in urban canyons in the city, scheduling oversight for biological monitoring and reporting for utility work, project design (including impact avoidance and mitigation), preparing CEQA technical documents, and regulatory permitting support.

San Diego As-Needed Environmental Services for Public Utilities Department, San Diego County

City of San Diego, Public Utilities Department

Project Manager

Scott served as project manager for three emergency maintenance and repair projects for the City's Public Utilities Department. These projects included repair of broken water mains in urban canyons and in a sensitive coastal slough (Famosa Slough). He conducted preconstruction surveys, scheduled biological monitoring staff during work, and prepared the necessary biological reporting documents to support the permitting process for the projects.

Poway As-Needed Environmental Support for Public Works Department, San Diego County

City of Poway, Public Works Department

Project Manager

Scott provided biological and regulatory compliance and permitting support for the City's Public Works Department's facility maintenance programs. Projects included compliance surveys and reporting for annual earthen and concrete-lined channel maintenance, pond maintenance, and various other infrastructure repair projects. He provided permitting strategy support and drafted agency applications and communication responses on the City's behalf and attended meetings to coordinate and determine the most efficient strategy for project authorizations.

Fanita Ranch Residential Development, San Diego County

HomeFed

Lead Regulatory Specialist

Scott was responsible for preparation of the Fanita Ranch residential development project's USACE individual permit and associated federal consultation documentation (e.g., USFWS Section 7 consultation), RWQCB 401 Certification, and CDFW Streambed Alteration Agreement. The project was large and complex, requiring continued meetings and communication with San Diego-based staff from each of these agencies for the project's permitting and mitigation needs. Scott completed vegetation mapping; rare plant surveys, habitat assessments, and surveys for Hermes copper butterfly and brachiopods; and a wetlands delineation for the 2,000-acre project site in Santee.

Mission Bay Park Master Plan, San Diego County

City of San Diego

Lead Biologist

For the long-term Mission Bay Park Master Plan project in San Diego, Scott's responsibilities included management and oversight of the subconsultant survey schedule and results in the Mission Bay Park survey area, including terrestrial and marine resources (e.g., eelgrass [*Zostera* spp.])., He was responsible for senior review and submittal of the technical documentation to support the project's CEQA authorization prepared based on the results of these surveys. Scott also assisted City staff in determining the most efficient regulatory permitting approach for this large-scale master plan.



Kelley Kelso, CPESC, QSD/QSP, QISP

HYDROLOGY, GEOLOGY, SOILS, AND HAZARDOUS MATERIALS

YEARS OF EXPERIENCE 24

EDUCATION

MS, Geology, University of California, Davis

BS, Geology, University of California, Los Angeles

CERTIFICATIONS

Certified Professional in Erosion and Sediment Control (No. 7288)

California Qualified Stormwater Pollution Prevention Plan Developer and Practitioner (No. 24878)

California Qualified Industrial Stormwater Practitioner (No. 00247)

Certified Wetland Delineator

SOFTWARE CAPABILITIES

California Natural Diversity Database (CNDDB), Biogeographic Information and Observation System (BIOS), Wildnote, ArcGIS Field Maps

LANGUAGES

Spanish

Kelley Kelso, CPESC, QSD/QSP, QISP, is an experienced environmental scientist who has worked in the natural resource, water quality, and stormwater field since 1999. Her professional experience includes working for nonprofit organizations, private companies, educational institutions, and local and state resource agencies. Kelley has successfully worked in the complex regulatory environment of the Lake Tahoe Basin in both Nevada and California on a variety of natural resource, erosion control, and stormwater compliance programs and projects. Her experience includes working closely with clients in developing and delivering stormwater and environmental compliance, construction site BMP programs, erosion control and stormwater retrofit programs, environmental permits, and CEQA and NEPA documents. Kelley has project management experience as well as performs technical field work such as wetland delineations and biological resource surveys. She is also adept at assisting clients with outreach and education efforts associated with their stormwater and erosion control programs.

SELECTED PROJECT EXPERIENCE

California High-Speed Rail EIR/EIS

California High-Speed Rail Authority

Project Manager, College of Knowledge Geology and Soils, Hazardous Materials, and Hydrology Expert Reviewer

Kelley is managing this project for Ascent including managing labor, invoicing, and writing progress reports. She was selected by the California High-Speed Rail Authority to serve in the College of Knowledge as an expert technical reviewer for the many EIRs and EISs being prepared in support of the High-Speed Rail Project. Kelley's comments are used to ensure the geology and soils, hazards, and hydrology sections of the environmental documents are technically sound and legally defensible.

Country Club Estates, Tahoe Mountain, and Meyers Meadow Water Quality Improvement Projects, El Dorado County

County of El Dorado

Project Scientist

To implement stormwater runoff concerns on some County roads, El Dorado County required an aquatic resources delineation to determine where improvements could best be located. Kelley performed the aquatic resources delineation, created maps, and wrote the report consistent with the USACE 1987 Manual for these projects.

Meeks Bay Restoration and Public Access Project and EIS/EIS/EIR, El Dorado County

Tahoe Regional Planning Agency/US Forest Service/Lahontan Regional Water Quality Board

Environmental Scientist

The Meeks Bay Restoration Project will provide substantial water quality and habitat benefits. However, restoration of the creek will require the removal of the Meeks Marina and the loss of public boating access. The Ascent team started with a stakeholder assessment and led a robust stakeholder forum and public engagement process to develop a set of alternatives for public access facilities, restoration, and management of Meeks Bay. Key issues include emergency access and evacuation, weighing tradeoffs between motorized and non-motorized recreation access,

and managing increased demand for parking, access, and camping. Alternative features include removal of the marina and restoration of the Meeks Creek lagoon, replacement of the SR 89 bridge, new bicycle and pedestrian paths, improved vehicle circulation and parking, a possible boat ramp, small marina and pier, and reconfigured campgrounds. Ascent is preparing a joint EIS/EIS/EIR for the Tahoe Regional Planning Agency, US Forest Service, and Lahontan Regional Water Quality Control Board to evaluate the potential environmental impacts of the project. The EIS/EIS/EIR evaluates the alternatives at an equal level of detail and meets the environmental review requirements of CEQA, NEPA, and TRPA in a single document. Kelley wrote the geology and soils section and the hydrology and water quality section of the document.

CAL FIRE Vegetation Management Program Programmatic EIR, Statewide

California Department of Forestry and Fire Prevention

Environmental Scientist

Kelley reviewed the geology and soils and water quality sections of the draft CalVTP PEIR to assess the adequacy of the document. She prepared a memorandum documenting the results of her review which contributed to the decision of whether to recirculate the draft PEIR or prepare a final PEIR. Based partially on Kelley's recommendations, CAL FIRE decided to recirculate the draft PEIR. Kelley prepared the geology and soils section and the water quality section of the revised document.

Cypress Channel Restoration Project

California Department of Corrections and Rehabilitation

Environmental Scientist

Kelley provided permitting support for the repair of the Cypress Channel for CDCR. The Cypress Channel is a concrete-lined ditch that primarily conveys stormwater flows. Areas of the channel were eroding, and in one location, an access road to the high-security California Men's Facility was being threatened. Kelley prepared applications and notifications for the Santa Ana Regional Water Quality Control Board and CDFW and obtained approvals for CDCR to perform the repair.

Lake Tahoe Shoreline Plan EIS, Tahoe Basin

Tahoe Regional Planning Agency

Environmental Scientist

Ascent prepared the EIS for TRPA's Lake Tahoe Shoreline Plan. Access to Lake Tahoe is facilitated by shoreline structures (e.g., piers, buoys, marinas, boat ramps, slips), which must be regulated to safeguard water quality, air quality, fisheries, scenic values, public safety, and other features of the lake and its surroundings. Ascent prepared a draft EIS that fully analyzes four Shoreline Plan alternatives at an equal level of detail. Kelley prepared the soil conservation section and a portion of the aquatic invasive species section of the EIS.

Cargill Mixed Sea Salt Brine Discharge Project EIR, Alameda County

East Bay Dischargers Authority

Environmental Scientist

Cargill, Inc., operates salt ponds in Newark and is proposing to accelerate its harvest of commercial salts in anticipation of sea level rise. The process would generate a brine of residual mixed sea salts (MSS) that requires disposal. Cargill proposes to discharge the brine to the East Bay Dischargers Authority's combined effluent system for discharge to San Francisco Bay. The proposed project has an on-site component of pipelines and pumping facilities within the Solar Salt Facility and an off-site component that would involve construction of approximately 15.6 miles of new underground pipeline primarily within roadway rights-of-way to connect the Solar Salt Facility into EBDA's system just downstream of the Oro Loma Sanitary District/Castro Valley Sanitary District Water Pollution Control Plant in San Lorenzo. Kelley wrote the complicated hydrology and water quality section of the EIR.

Edgewood Lodge and Golf Course Improvement Project, Stateline, Nevada

Edgewood Companies

Project Scientist

Edgewood Companies proposed to redevelop their property to include a large hotel, improve their stormwater treatment system, and implement improvements to Edgewood Creek, Golf Course Creek, property wetlands, and the Stateline Stormwater Association treatment system. The projects resulted in an overall water quality benefit and habitat restoration. Kelley wrote and obtained all of the federal, state (California and Nevada), and local permits that were required for the project and ensured that all permit conditions were followed. She also wrote and implemented the stormwater pollution prevention plan. She implemented the SWPPP on a near daily basis for over 2 years, which included contractor education, inspections to ensure compliance with the SWPPP, and water quality sampling. Additionally, Kelley wrote the revegetation specification for the pond and creek restoration areas. The project won the TRPA Best in Basin award for Environmental Improvement.



Matthew McFalls

AIR QUALITY AND GHG

YEARS OF EXPERIENCE 16

EDUCATION

MS, Geography, San Diego State University

BA, Public Administration, San Diego State University

Matthew McFalls is an experienced air quality and climate change specialist, with extensive experience managing and leading air quality and greenhouse gas analyses for various types of projects. He has led hundreds of CEQA analyses on a wide range of projects in a number of jurisdictions across California, including multiple projects for the San Diego Unified Port District and for school districts in the San Diego region. He led the air quality analysis for the San Diego Association of Governments' 2021 Regional Plan, led a variety of health risk assessments, and has managed climate action plans. Matt also has experience serving as a project manager and lead technical analyst, communicating technical and nontechnical aspects to clients and the public, and mentoring and managing staff.

SELECTED PROJECT EXPERIENCE

San Diego County As-Needed Air Quality and Climate Change Services

County of San Diego, Planning and Development Services

Air Quality Analyst

Matt is supporting the County of San Diego's Department of Planning and Development Services in reviewing applicant-submitted air quality and climate change technical studies and environmental document sections (e.g., EIRs, 15168 Checklists), for technical accuracy and compliance with County and CEQA guidelines. His expertise includes extensive experience in the preparation of such studies and use of emissions models such as CalEEMod, EMFAC, and OFFROAD, as well as models used to conduct health risk assessments (HRAs), including AERMOD and HARP. His work includes detailed reviews of the modeling input parameters and modeling results. His work involves close coordination with project managers in the PDS Project Planning Division and local agencies such as the San Diego County Air Pollution Control District.

Bay Area Air Quality Management District CEQA Guide Update and CEQA Support

Bay Area Air Quality Management District

Air Quality Analyst

Ascent has provided CEQA expertise to assist Bay Area Air Quality Management District (BAAQMD) staff in updating the District's current CEQA Air Quality Guidelines. These guidelines serve as a tool by which local jurisdictions will evaluate impact analysis methodologies, significance thresholds, and mitigation strategies. Ascent staff have been providing technical support in the revision of these guidelines based on current scientific knowledge, local and regional air quality standards, and federal and state law since the last release of the guidelines. Tasks included formulation of new thresholds of significance for emissions of criteria air pollutants and GHGs associated with the construction and operation of proposed land use development. BAAQMD released their newest CEQA Guide in 2022. Matt supported BAAQMD by providing technical review and assistance on various chapters and technical appendices, as well as leading the preparation of the California Emissions Estimator Model (CalEEMod) modeling guidance technical appendix.

Matthew McFalls

West Valley Logistics Center Specific Plan EIR, San Bernardino County

City of Fontana

Lead Author

This work included peer reviewing the technical analysis performed by the applicant's consultant for legal and technical adequacy and translating the analysis to the EIR. The project is a specific plan comprising over 3.5 million square feet of industrial warehousing and logistics uses in Fontana. Matt and his team reviewed the air quality, GHG, and health risk technical reports provided by the applicant, provided recommendations to strengthen the technical accuracy of the work, and used revised data to prepare an EIR. The work effort included guiding the City through the environmental process, which included multiple rounds of peer review over a multiyear period, discussions with the City's legal counsel on the defensibility of the technical analyses, and preparation of responses to comments in the Final EIR.

San Diego County Climate Action Plan SEIR

County of San Diego

Air Quality Analyst

Matt authored the air quality sections of the SEIR for the San Diego County's Climate Action Plan. The County adopted mitigation measures identified in the 2011 GPU PEIR that called for the preparation of a Climate Action Plan designed to reach specified GHG reduction targets from community and local government operations, modifications to the County's guidance on the evaluation of GHG impacts and determining a project's consistency with the CAP, and adoption of a GHG threshold to reduce GHG emissions. The County previously prepared a Climate Action Plan and SEIR in 2018, which the County Board of Supervisors rescinded in 2020 because of litigation. The County is now preparing a Climate Action Plan update, which strives to meet a 2030 target to mitigate for the County's General Plan and a net zero emissions goal for 2035–2045. Ascent is preparing a SEIR that responds to the California Superior Court decision on the 2018 Climate Action Plan.

SANBAG Greenhouse Gas Reduction Plan Update, San Bernardino County

San Bernardino Associated Governments

Project Manager

Matt served as project manager for the preparation of community GHG inventories and reduction plan updates for member cities in San Bernardino County. The work effort included development of inventories and forecasts for member cities, reduction analysis and cost effectiveness, and CEQA screening criteria.

Downtown San Bernardino Passenger Rail Project, San Bernardino County

San Bernardino Associated Governments/HDR Engineering

Lead Author

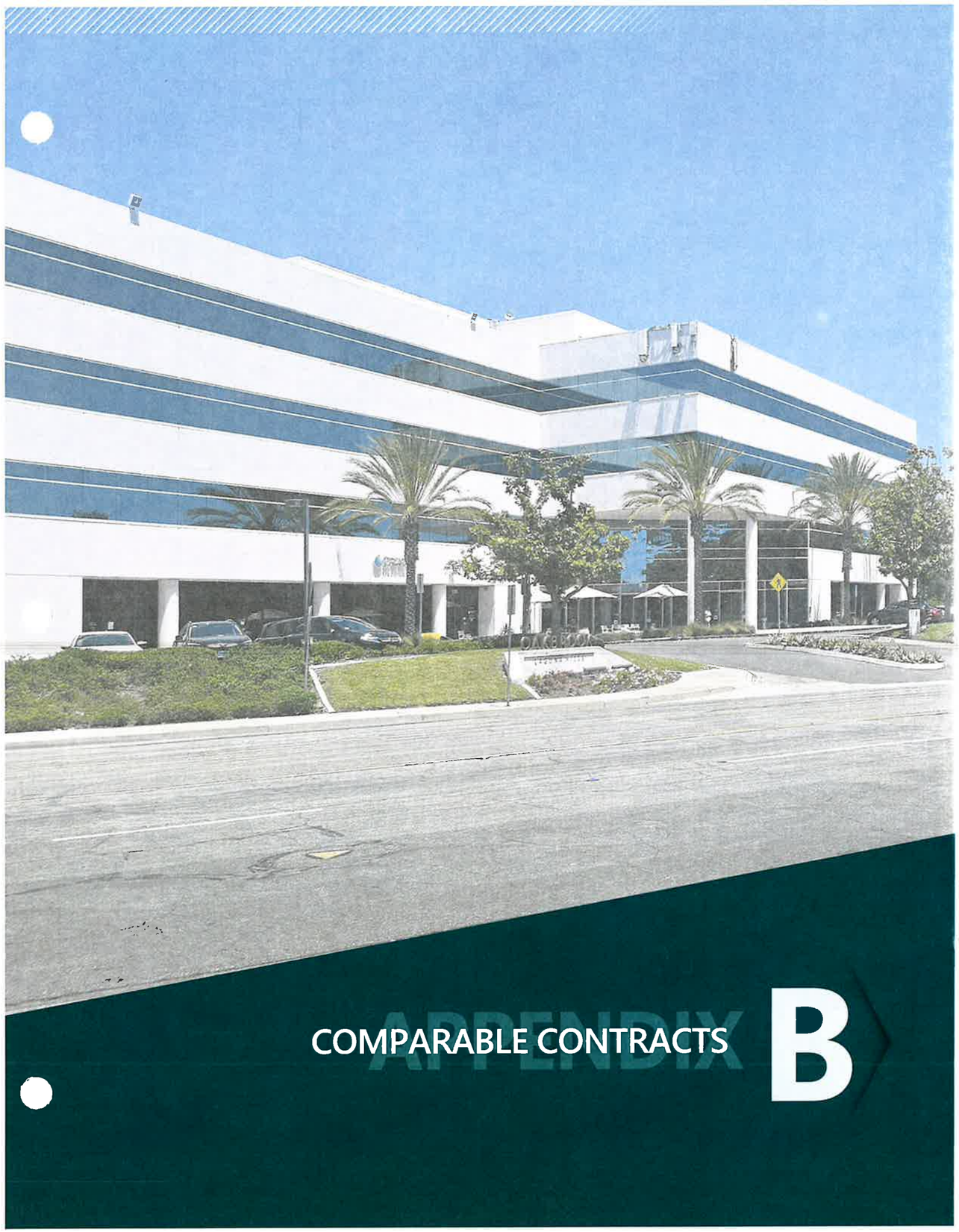
Matt served as lead author on the air quality and GHG technical analysis. The project would extend Metrolink passenger rail service from west of the San Bernardino depot to the new E Street station in San Bernardino and would include construction of rail platforms and upgrades to the existing right-of-way. The analysis included quantification of emissions associated with construction and operation of the extension. The operational analysis included quantification of direct sources of emissions, including train fuel use, park-and-ride trips, and indirect sources of emissions, including changes to regional passenger car travel due to the availability of additional train service. The analysis also included a health risk assessment and included the combined health risk effects of construction emissions as well as new train movement and train idling in the project area. The analysis also included PM hotspot documentation to support compliance with CAA transportation conformity and associated meetings with the SCAG Transportation Conformity Working Group.

City Place Santa Clara Project EIR, Santa Clara County

City of Santa Clara

Lead Author

Matt was the lead author and technical analyst on the air quality and GHG chapters of the EIR. The project is a multi-phased mixed-use development in Santa Clara. The air quality analysis includes a health risk assessment of the construction and operational elements of the project. The construction project would expose existing off-site and new on-site uses to pollutants over a multiyear period. The analysis included quantification of various mitigation measures, including the use of modern trucks and equipment, to reduce impacts, particularly in the surrounding community.



APPENDIX B

COMPARABLE CONTRACTS

APPENDIX B / COMPARABLE CONTRACTS

Below is a list of comparable on-call contracts we've entered into and examples of associated work within the last 5 years. This work highlights our on-call experience with similar work in regions similar Laguna Hills.

City of Rancho Cucamonga – On-Call CEQA Consulting Services (18010188)		2019–2024
Scope of Work, Description: Prepare EIR, CEQA compliance, and related technical studies for various projects in Rancho Cucamonga • Southeast Quadrant Industrial Development • CEQA compliance memorandum for a 25-lot residential subdivision, Tentative Tract No. 20566 • Initial Study and Technical Report Peer Review Services for the Arbor Car Wash Project **Project Manager**: Andrew Martin		
Developer: NA	Construction Cost: NA	Size: NA

CSU Northridge – On-Call Environmental services (20220104, 20230128)		2022–ongoing
Scope of Work, Description: As-needed, on-call CEQA/NEPA documentation services for California State University, Northridge, including historic structure assessments, EIRs, MNDs, Findings of Consistency, and Notices of Exemption • Historical resource evaluation memo for the Orange Grove Bistro • CEQA evaluation to determine whether the proposed Matador Success and Inclusion Center is within the scope of the Campus Master Plan Long Range Development Plan EIR • Addendum to the 2004 Master Plan EIR for construction and operation of 250 multifamily residential units in the northern portion of the CSUN campus • Preconstruction nesting bird survey as required by mitigation measure BIO-1 from the CSU Northridge Global Hispanic Serving Institution Equity Innovation Hub IS/MND **Project Manager**: Tanya Jones		
Developer: NA	Construction Cost: NA	Size: NA

City of Santa Ana – Environmental and Planning Services (20230113)		2023–ongoing
Scope of Work, Description: Peer review of CEQA documents for specific plan involving mixed-use redevelopment • The Village Santa Ana Specific Plan CEQA Peer Review **Project Manager**: Tanya Jones		
Developer: NA	Construction Cost: NA	Size: NA

Port of Long Beach – On-Call CEQA/NEPA (20200189, 20220021)		2023–ongoing
Scope of Work, Description: On-call MSA for CEQA/NEPA for various Port-related projects • Review Harbor Development Permit to determine if sufficient information is available to initiate CEQA/NEPA documentation and identify information needs • Pier Wind Terminal Development • Supplemental EIR for modifications to the Pier B Railyard • Cultural resources services, including Native American outreach, consultation, sensitivity analysis, and as-needed services to support compliance with Coastal Development Permit waiver • Historic resources evaluation of four structures on former Navy Mole at Pier T • Pier B On-Dock Rail Support Facility NEPA Advisory Services • Air quality analysis to support supplemental NEPA documentation for modifications to Deep Draft Navigation Project dredging disposal sites • Preparation of Supplemental EIS for modifications to the Pier B On-Dock Rail Support Facility Project at the Port of Long Beach; MARAD will serve as the NEPA lead agency **Project Manager**: Chad Beckstrom		
Developer: NA	Construction Cost: NA	Size: NA

CAL FIRE – CalVTP Program Management and Implementation (20210157)		2021–ongoing
Scope of Work, Description: Preparation of a revised draft program EIR with technical analysis for air quality, greenhouse gas, and hazardous materials impacts, as well as overall CEQA compliance strategies. Design and prepare curriculum and conduct CalVTP training program for agencies throughout California that require a Project-Specific Analysis and/or CEQA Addendum. **Project Manager:** Heather Blair		
Developer: NA	Construction Cost: NA	Size: NA



Ascent
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Irvine, CA 92619

ascent.inc

H/ COMPENSATION/PAYMENT SCHEDULE

(REVISED: AUGUST 22, 2024)

The following rate schedule represents Ascent's fully burdened 2024 rates.

Labor Classification	Billing Rate
Principal, Director	$225 to $380
Senior Environmental Manager, Senior Planner/Scientist/Biologist	$175 to $260
Environmental Manager, Project Planner/Scientist/Biologist	$145 to $215
Staff Planner, Environmental Planner, Staff Scientist/Staff Biologist	$105 to $185
Graphics/GIS	$115 to $160
Document Production/Word Processor/Administrative Assistant	$95 to $150
Project Assistant	$75 to $135
Direct Costs	**Rates**
Reproduction: 8½" by 11"	$0.07/page (black and white); $0.26/page (color)
Reproduction: 11" by 17"	$0.14/page B&W; $0.52/page color
Reproduction: Plotter	$5/square foot
Reproduction: CDs	$10/disc
Automobile Mileage (IRS rate in effect)	$0.67
Noise Meter	$100/half day, $150/day, $200/day plus overnight, $500/week
GPS Unit	$100/half day, $150/day, $200/day plus overnight, $500/week
Bat Detector (Echo Meter Touch for iOS)	$50/full day, $200/week
Bat Detector (Song Meter SM4Bat FS)	$125/full day, $500/week
Spotting Scope	$50/day, $200/week
Lodging and/or Per Diem	Government rates or as negotiated
Other Direct Costs	As incurred
Subcontractors	As incurred*

*A project-support management cost of 10 percent will be applied to subcontractor costs.

OPTIONAL CPI ADJUSTMENT

The fees, rates, and/or unit prices shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from August 28, 2024 through August 27, 2026). Thereafter, Ascent may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement. Approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

PROFESSIONAL SERVICES AGREEMENT
De Novo Planning Group
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 9th day of October 2024, 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 DE NOVO PLANNING GROUP, 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 professional services of a qualified land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services for the Project.

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 professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated July 11, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and (2nd) the provisions of the Consultant's Proposal (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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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, 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 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, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Amanda Tropiano, Principal**. 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. *Intentionally omitted*.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: De Novo Planning Group
Attention: Amanda Tropiano, Principal
180 E. Main Street, Suite 108
Tustin, California 92780
Telephone: (714) 453-7711
Email: atropiano@denovoplanning.com

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[*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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
DE NOVO PLANNING GROUP, a
California corporation

By:

Ben Ritchie,
President

By:

Steve McMurtry,
Chief Financial Officer

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES

DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

ORIGINAL

Proposal for On-Call CEQA Consulting Services

City of Laguna Hills | July 11, 2024



SUBMITTED TO:

City of Laguna Hills
Jay Wuu, Senior Planner
24035 El Toro Road
Laguna Hills, California 926533

SUBMITTED BY:

De Novo Planning Group
Amanda Tropiano, Principal
180 E Main Street, Suite 108
Tustin, CA 92780
atropiano@denovoplanning.com
714.453.7711

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A

A. COVER LETTER

City of Laguna Hills
Jay Wuu, Senior Planner
24035 El Toro Road
Laguna Hills, California 92653

SUBJECT: Proposal for On-Call CEQA Consulting Services

Dear Mr. Wuu:

On behalf of De Novo Planning Group, thank you for the opportunity to submit this Proposal to provide On-call CEQA Consulting Services pursuant to the Request for Proposals (RFP), including but not limited to, preliminary review of projects for CEQA purposes; preparation of technical studies, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports (including Amendments or Addendums), including for specific potential projects; provide peer review of applicant-prepared CEQA documents; review CEQA/NEPA documents from neighboring jurisdictions/agencies; and participate in required consultation, facilitate scoping meetings, and file notices in compliance with the California Environmental Quality Act (CEQA).

De Novo Planning Group (De Novo), a California S Corporation, is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. The firm's principal-level staff have successfully completed hundreds of projects consisting of comprehensive general plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, hazard mitigation plans, biological assessments, wet-land delineations, and development projects throughout California.

Our team will provide the City of Laguna Hills with an energetic and dedicated group of principal-level professionals with exceptional skills and qualifications. Located in our Tustin office, our team is led by De Novo Principal Amanda Tropiano and Principal Planner, Starla Barker, AICP, who will serve as the primary point of contact for the City. Starla has extensive experience in managing planning and environmental compliance documents, including on-call environmental consulting services contracts for local agencies. Starla has recent experience providing CEQA services for the City of Laguna Hills through preparation of the CEQA Addendum for the Amended 2021-2029 Housing Element Update, Rezoning Program, and Objective Design Standards Project.

When providing on-call services for municipal clients, our goal is to serve as an extension of staff in a capacity that will provide the tools, research, and professional knowledge to help evaluate a project's potential environmental impacts in a clear and concise way. We take great strides to ensure the environmental review process is smooth from a City perspective and that your elected and appointed officials have the information they need to make informed decisions. Our services result in environmental documentation and analyses that is technically sound, cost effective, and delivered within the client's schedule. We are confident that our experience, record of success, and principal-level attention to projects will prove to be extremely valuable to the City.

The De Novo team brings to the City of Laguna Hills the following unique benefits:

Success Providing On-Call Services. De Novo's Principals have served as contract planning/environmental staff and provided on-call services for several agencies throughout California, including but not limited to: Aliso Viejo, Baldwin Park, Burbank, Culver City, Fountain Valley, Fullerton, Gardena, Glendora, Irvine,

Laguna Beach, Lake Forest, Moreno Valley, Norwalk, Pasadena, Rancho Santa Margarita, San Clemente, San Fernando, Santa Ana, Rosemead, Signal Hill, South Gate, and West Hollywood.

We understand the role of staff in the planning and CEQA compliance processes, and we pride ourselves on providing prompt and responsive services to our clients. Our past success has resulted in professional relationships that last years, and we continue to serve as resources for our clients well after individual projects have been completed.

Exceptional CEQA Experience. Our team is well experienced with managing and preparing environmental compliance documents for a range of development projects including hotel, office, mixed use, industrial, residential, alternative energy, hospitals, schools, and parks, as well as policy programs including General Plans, Zoning Ordinances, and Specific Plans. Our projects are managed by a Principal-level management team who will be in attendance at all public and stakeholder meetings and will be intimately involved in every aspect of the project. This approach provides an exceptional level of quality control.

Utilization of Technical Staff and Subconsultants. De Novo technical team members provide expertise in the areas of air quality, greenhouse gas emissions, biological resources, health risk assessments, aesthetics, land use/planning, population/housing, and public services and utilities. De Novo regularly teams with the region's top subconsultants for transportation (Fehr & Peers and MAT Engineering), noise (MD Acoustics), and cultural studies (Chronicle Heritage), all of whom are leaders in their fields and have experience working on a wide range of projects throughout southern California.

Diversified Professional Expertise. One of the key things that sets our firm apart from our competitors is the unparalleled experience and diverse skill sets of our Principals. Our team members are experts in a wide range of planning disciplines, including environmental compliance, long-range planning (preparation of comprehensive general plans, specific plans, zoning codes, housing elements, and various ordinances), and development processing. Our team excels at providing meaningful and engaging public and community outreach, consensus building, and workshop facilitation.

Benefits of a Boutique Planning Firm. All of De Novo's principal-level staff have served as senior project managers with larger consulting firms, and through this experience we have gained intimate knowledge of some of the operational inefficiencies of large firms. We achieve cost savings through use of a streamlined team composed of De Novo Principals and principal- and senior-level staff of our subconsultants. Because we remain relatively small, we are able to offer our clients significantly lower rates, while still providing Principal-level attention to each project.

We truly appreciate being considered for this project and for the opportunity to continuing to work with the City of Laguna Hills. Amanda Tropiano, Principal, is authorized to make representations on behalf of De Novo Planning, a California S-Corporation. Ms. Tropiano can be reached at (714) 453-7711 or atropiano@denovoplanning.com | 180 East Main Street, Suite 108, Tustin, CA 92780. Starla Barker can be reached at (949) 396-8193 or sbarker@denovoplanning.com.

Sincerely,

DE NOVO PLANNING GROUP
Amanda Tropiano, Principal

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 5th day of July 2024, at Tustin, California.

Signature of Authorized Representative

Amanda Tropiano
Name of Authorized Representative

Principal
Title of Authorized Representative

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B

B. COMPANY DATA

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. For the past 15 years, De Novo Planning Group has successfully operated in the Sacramento, Greater Bay Area, Central Valley, Tahoe Basin, and northern California regions, and in 2017, opened an office in Orange County under Principal Amanda Tropiano to serve southern California clients. In 2020, Starla Barker, AICP, joined the firm, further expanding our southern California CEQA practice. Starla brings over 20 years of experience preparing and managing CEQA and NEPA compliance documents throughout southern California. The firm's principal-level staff have successfully completed over 350 projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects throughout California. De Novo Planning Group incorporated in July 2008 and has full-service offices in northern and southern California. Implementation of this contract for the provision of on-call services will be conducted from our southern California office located in Tustin.

Our Mission

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance the often-conflicting goals of economic, social, environmental, legal, and political forces. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost effective, and delivered within the client's schedule.

Our Philosophy

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of our knowledge for developing sensible and cost-effective solutions to concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

Official Name
De Novo Planning Group

Primary Point of Contact
Starla Barker, AICP
Principal Planner
949-396-8193
sbarker@denovoplanning.com
180 E. Main Street, Suite 108
Tustin, CA 92780

Entity Type
California S-Corporation

Federal Employer ID
26-2962235

Firm Locations
Southern California:
180 E. Main Street, Suite 108
Tustin, CA 92780

Northern California:
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
916-949-3231

Ownership
De Novo Planning Group is totally owned by Principals Ben Ritchie, Steve McMurtry, Beth Thompson, and Amanda Tropiano.

Years in Business/Providing Service
15

Other Lines of Business
None

COMPARABLE CONTRACTS

The De Novo team has a wide range of experience providing on-call environmental services for public agency clients throughout California, including but not limited to: Aliso Viejo, Burbank, Culver City, Fountain Valley, Fullerton, Gardena, Glendora, Irvine, Laguna Beach, Lake Forest, Moreno Valley, Norwalk, Pasadena, Rancho Santa Margarita, San Clemente, San Fernando, Santa Ana, Rosemead, Signal Hill, South Gate, West Hollywood, as well as Brentwood, Citrus Heights, Davis, Lincoln, Manteca Rancho Cordova, and Tracy. We understand the role of staff in the planning and CEQA compliance processes, and we pride ourselves on providing prompt and responsive services to our clients. Our past success has resulted in professional relationships that last years, and we continue to serve as resources for our clients well after individual projects have been completed. We strongly encourage you to contact our clients; we are confident they will speak highly of our capabilities and responsiveness, as well as the character and integrity of our firm and Principals.

Below are public agency clients and representative projects in which the De Novo team has provided similar environmental consulting services on an on-call and competitive basis within the past five years.

City of Burbank Environmental Services

While at her previous firm and continuing at De Novo, Starla Barker, serving as Project Manager, has provided environmental services to the City of Burbank for a variety of projects requiring CEQA clearance documentation.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for the Madison Square Garden (MSG) Media Studios Project. The Project proposes to construct a prototype facility for MSG Entertainment's creative teams to develop and edit content prior to its ultimate use in Las Vegas productions. The Project proposes to construct a spherical geodesic dome approximately 186 feet in diameter (with an approximately 28,664 gross square foot floor plate) on the approximately 1.95-acre site. The exterior dome would be installed on a base concrete slab and have a maximum height above grade of 95-feet 2-inches and an FAR of .37. The exterior dome would provide weather protection for the smaller second dome on the interior ("interior dome"), which will display MSG's content for post-production editing and sound mixing. The exterior dome would also house restrooms, a break room and pantry, meeting room, production space, a modular server room, loading dock and small lobby. The prototype would not be used for any "live studio audiences" experiences. The De Novo team prepared an air quality analysis, including a health risk assessment, noise assessment, and a transportation assessment to support the CE. De Novo staff included Starla Barker and Josh Smith. Project Initiation: March 2021. Project Approval: June 2021. Project Applicant: MSG Entertainment. Project Contact: Greg Mirza-Avakyan, Associate Planner | 818-238-5250 | GMirzaAvakyan@burbankca.gov

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a mixed-use infill residential and retail/office development within the City of Burbank (624-628 San Fernando Boulevard Mixed-Use Project). The project proposes a four-story mixed-use building consisting of 42 residential dwelling units above 3,500 square feet of retail space and 8,200 square feet of office space. Of the 42 units, five would be deed restricted affordable units. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Josh Smith. Project Initiation: March 2020. Project Approval: August 2020. Project Applicant: Burbank Capital, LLC. Project Contact: Lisa Frank, Associate Planner | 818-238-5263 | LFrank@burbankca.gov

De Novo is preparing an EIR for the 2500 N. Hollywood Way Dual Brand Hotel Project. De Novo staff includes Starla Barker, Steve McMurtry, Ashley Brodkin, and Josh Smith. The Project proposes a dual-brand hotel on a property with an existing Marriott and Convention Center, located across from the Hollywood Burbank Airport. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and provided the City with an Administrative Draft EIR. Subsequent to completion of the Administration Draft EIR, the Applicant has modified the Project and preparation of the revised CEQA document will be initiated in late 2023. Project Initiation: May 2020. Project Completion: Anticipated 2024. Project Applicant: AWH Partners. Project Contact: Daniel Villa, Senior Planner | 818-238-5250 | DVilla@burbankca.gov

De Novo recently initiated preparation of technical studies and an Initial Study/Mitigated Negative Declaration (IS/MND) for the 129 E. Providencia Hotel Project. The Project proposes removal of existing structures and development of an 84-room Home2Suites Hotel. The Project was initiated in October 2023. De Novo Staff includes Starla Barker, Christine Abraham, Erik Anderson, and Josh Smith. Teaming Partners include MD Acoustics and Chronicle Heritage. Project Initiation: November 2023. Project Completion: Anticipated late 2024. Project Applicant: Sukian, LLC. Project Contact: Karen Chavez, Assistant Planner | 818-268-5248 | kchavez@burbankca.gov

City of Gardena Environmental Services

Since early 2020, De Novo Planning Group has prepared several environmental compliance documents on behalf of the City.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a proposed Lab Five Soccer Center. The project proposes to construct a 5-a-side soccer center facility on an approximately 1.5-acre site. The proposed Lab Five Soccer Center would consist of seven 50-feet by 98-feet soccer fields with low rebound walls, netting, and 20-foot high light poles illuminated by LED down lights. The existing office building (2,786 square feet) would be retained and the storage building (200 square feet) would be removed to allow for an outdoor seating area. Minor interior improvements would be made to the existing office building and approximately 878 square feet of the existing 2,786-square-foot office would be converted to an incidental café use for patrons of the Lab Five Soccer Center. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: August 2021. Project Approval: November 2021. Project Applicant: Lab Five. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the U-Haul Redevelopment Project. The Project proposes to remove the existing on-site structures and develop a new, modern U-Haul Moving and Storage Store with a 177,573 square foot, 5-story storage facility and a separate 8,000 square foot building for retail sales and office use. In addition to providing U-Haul truck and trailer sharing and retail sales, the location will house regional U-Haul marketing operations. The applicant is seeking a Zone Change from C-3 to Heavy Commercial (C-4), a Zone Text Amendment to allow for greater ground floor street frontage when a proposed self-storage facility has at least 600 feet of lot frontage on a major collector or arterial street, a Conditional Use Permit (CUP) to allow for the self-storage facility within the C-4 Zone, and Site Plan Review. The De Novo team prepared the environmental analysis, including the following technical studies: air quality, cultural resources, energy, greenhouse gas emissions, noise, sewer supply, and transportation,

as well as peer review of several applicant-prepared technical studies. De Novo staff included Starla Barker, Ashley Brodkin, Josh Smith, and Erik Anderson. Teaming partners included MD Acoustics. Project Initiation: May 2021. Project Completion: June 2022. Project Applicant: U-Haul of Los Angeles South. Project Contact: Amanda Acuna, Senior Planner | 310-217-9524 | aacuna@cityofgardena.org.

De Novo prepared an IS/MND for the Hotel Standards General Plan & Zoning Code Amendment Project. The City of Gardena proposed to amend the General Plan and Zoning Code to provide for new and revised development standards specific to amenity hotels, provide clean-up language to the General Plan Land Use Plan to incorporate previous amendments to the Zoning Code, and to provide other minor clean-up language to the Zoning Code. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Project Initiation: September 2020. Project Approval: April 2021. Project Applicant: City of Gardena. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the proposed 1108 W. 141st Street General Plan Amendment and Zone Change Project. The Project proposes a General Plan Amendment and Zone Change to redesignate the property as General Commercial with a Mixed-Use Overlay in the Land Use Plan and rezone the property as General Commercial (C-3) with a Mixed-Use Overlay (MUO) designation. The timing of the change in designation and zoning is due to the recent enactment of Government Code section 66300 which essentially requires that a city may only change a land use designation or zoning ordinance to a less intensive (residential) use, if it concurrently makes changes to other parcels within the city to ensure there is no net loss in residential capacity. Although a specific development is not being proposed at this time, based on the existing agreements and development standards that would be applicable to the site associated with the proposed General Plan Amendment and Zone Change, the CEQA analysis considers the potential for future development of a four-story hotel (65 feet high) with up to 126 rooms within a single structure of approximately 68,000 square feet and a separate 5,000 square foot restaurant on 2.0 acres of the 4.59-acre Project site. The remaining acreage would remain as required parking for the adjacent casino. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: June 2020. Project Approval: December 2020. Project Applicant: Gardena LF, LLC. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585| lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the 141st and Normandie Project which proposes to remove an existing landscape nursery and two single family homes and develop 50 townhomes. The project includes a General Plan Amendment, Zone Change, Tentative Tract Map, Site Plan Review and Variance to allow development of the residential uses. Key environmental issues include transportation, hydrology/drainage, hazards and hazardous materials, and noise. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: March 2020. Project Approval: November 2020. Project Applicant: Olson Company. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585| lkranitzlaw@gmail.com

The Evergreen Residential Project proposes to remove an existing retail garden center/commercial container nursery and motel and develop 84 townhomes, including two affordable units. The project includes a General Plan Amendment, Zone Change, Tentative Tract Map, and Site Plan Review to allow development of the residential uses. Key environmental issues include noise, transportation and hydrology/drainage. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: March 2020. Project Approval: November 2020. Project

Applicant: Melia Homes. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585| lkranitzlaw@gmail.com

De Novo is currently preparing the EIR for the City of Gardena Land Use Plan, Zoning Code & Zoning Amendment Project. The project proposes to amend the Land Use Plan of the Community Development Element of the General Plan with the addition of new land use designations. Other technical updates will be added to reflect changes that have occurred since 2006. The General Plan Land Use Policy Map will be amended to apply new land use designations. New zones will be created to provide consistency with the Land Use Plan update and additional changes will be made to the Zoning Code, including objective Residential Design Standards. The Gardena Zoning Map will be amended to apply the new zones to specific parcels within the City and to eliminate split-zoned properties and rezone other properties to match the existing uses, densities, or intensities that already occur on those properties. As part of the project, the existing Artesia Corridor Specific Plan (ACSP) will be rescinded. The amendments will allow for new residential development or increased residential development when compared to existing conditions. As site-specific development proposals are not currently known, a programmatic analysis of the potential environmental impacts associated with new residential development consistent with implementation of the proposed project was prepared in the EIR. Public review of the Draft EIR is anticipated to occur in Fall 2023. The work program was initiated in 2022 and was recommended by the Planning Commission for approval on June 18, 2024. City Council consideration is scheduled for July 23, 2024. De Novo staff includes Starla Barker, Josh Smith, and Erik Anderson. Teaming partners include Kittelson and MD Acoustics. Project Applicant: City of Gardena. Project Contact: Amanda Acuna, Senior Planner | 310-217-9524 | aacuna@cityofgardena.org

Lake Forest On-Call Environmental Services, City of Lake Forest

De Novo is currently providing on-call environmental services to the City of Lake Forest. In this capacity, De Novo has been retained to prepare environmental documents for various private projects in Lake Forest.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a proposed Extra Space Storage facility. The Project proposes to remove 91 uncovered RV storage spaces within the 1.96-acre northwest portion of the property and construct a three-story, 90,512 square-foot climate-controlled self-storage building with 533 units. New landscaping would be provided at the corners of the proposed building and enhanced landscaping would be provided within the existing landscaped areas along the property's frontage, adjacent to the existing office building, and within the existing parking area. Existing light fixtures within the proposed improvement area would be removed to accommodate the proposed building and wall mounted light fixtures would be provided on the building exterior. Some of the existing fire hydrants would be relocated to accommodate the proposed building and a transformer would be installed between the proposed building and the existing two-story storage building. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: March 2023. Project Approval: August 2023. Project Applicant: KSP Studio. Project Contact: Jennifer Mansur, AICP, Senior Planner | 949-461-3472 | jmansur@lakeforestca.gov.

De Novo prepared an IS/MND for the Applied Medical Expansion and Bridge Project (Site Development Permit 12-20-5391). The Project applicant is applying for a Site Development Permit for the properties

located at 20162 and 20202 Windrow Drive. The Project includes a 73,168 square foot tenant improvement on the first floor, 7,339 square foot building addition on the first floor, and a new 26,756 square foot second floor to the L203 Building (20202 Windrow Drive), as well as a new 13,253 square foot bridge to connect the L203 Building with the L202 Building (20162 Windrow Drive). The new bridge is proposed to serve as a location to house a mechanical central plant, as well as Cogen and central plant equipment. A walkway on the new bridge will allow team members to travel between the two buildings. To serve the new Cogen equipment, new electrical equipment will be installed at the parking lot level located between the L203 Building and the toll road. Site work will include new walkways, an extended ADA path of travel, new paving, new curbs and parking striping. De Novo also provided peer review of the applicant-prepared technical studies. De Novo staff included Starla Barker, Ashley Brodkin, Josh Smith, and Erik Anderson. Primary environmental concerns include air quality, noise, and transportation. Project Initiation: March 2021. Project Approval: December 2021. Project Applicant: Applied Medical. Project Contact: Ron Santos, Senior Planner | 949-461-3449 | rsantos@lakeforestca.gov

De Novo prepared an IS/MND for the Lock & Leave Self-Storage Facility (Use Permit 01-20-5331). The Project applicant proposes to convert an existing 64,329 square foot warehouse building into a 108,148 square foot climate controlled, Class "A" two-story self-storage facility consisting of 635 units, including a sales and rental office, break rooms, restrooms, and loading bays. The exterior of the building would remain largely unchanged. The existing loading dock would be filled and repaved to match adjacent grades, two existing landscape planters would be expanded, a portion of the parking area on the west side of the building would be filled and repaved to match the grade of the building's first floor, and a new entry stair and pedestrian access ramp would be construction. The Project is consistent with the General Plan and Zoning designations, but would require a use permit. De Novo staff included Starla Barker and Josh Smith. Primary environmental concerns include noise and hydrology/water quality. Project Initiation: September 2020. Project Approval: April 2021. Project Applicant: Makena Properties. Project Contact: Ron Santos, Senior Planner | 949-461-3449 | rsantos@lakeforestca.gov.

De Novo is currently preparing an IS/MND for the Great Scott Landscape Facility (Plan Amendment 03-18-5155, Zone Change 03-18-5144, and Use Permit 03-18-5146). The Project applicant proposes a General Plan Amendment from Regional Park/Open Space to Light Industrial, a Zone Change from A-1 General Agriculture to M-1 Light Industrial, and a Use Permit to allow for a Contractor/Landscape business (Great Scott Landscape Facility) to locate at 20865 Canada Road. Primary environmental concerns include biological resources, hydrology/water quality, and transportation. The IS/MND has been made available for public review. Subsequently, the Applicant has modified the Project requiring additional environmental review to include updated technical studies and revisions to the IS/MND. In June 2024, the revised IS/MND was recirculated for public review. The work program was originally initiated in 2021 and is anticipated to be completed in fall 2024. Project Applicant: Great Scott Tree Service. Project Contact: Marie Luna, Senior Planner | 949-461-3466 | mluna@lakeforestca.gov.

Laguna Beach On-Call Environmental Services, City of Laguna Beach

De Novo is currently providing on-call environmental services to the City of Laguna Beach. In this capacity, De Novo has been retained to prepare environmental documents for various public and private projects in Laguna Beach.

De Novo prepared an IS/ND for the 749 Marlin Drive Extension Project (RD EXT-2021-10443/CDP-2022-2071). The Project applicant applied for a Road Extension and a Coastal Development Permit to extend

the northerly end of Marlin Drive approximately one foot by 37 feet in order to provide access from Marlin Drive for the potential future development of a single-family residence. De Novo staff included Starla Barker, Ashley Brodkin and Erik Anderson. Project Initiation: October 2022. Project completion: March 2023. Project Applicant: Merrick and Mary Lynn Leckey. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

De Novo prepared a CEQA Class 5 and Class 32 Categorical Exemption Report for Riddle Field Park. Riddle Field Park is a City of Laguna Beach park with an illuminated baseball field, half basketball court, playground, picnic tables and restrooms. Riddle Field Park currently hosts little league baseball practices and games for Laguna Beach Little League (LBLL), permitted by a Field Use Permit. LBLL has requested to amend the Field Use Permit for the 2024 baseball season for the use of Riddle Field Park baseball field to accommodate increased demand for little league play during the baseball season. More specifically, LBLL requests to expand the number of days per week and the hours per day that lighting would be used at the ballfield. De Novo staff included Starla Barker and Christine Abraham. Project Initiation: February 2024. Project completion: May 2024. Project Applicant: City of Laguna Beach. Project Contact: Alexis Braun, Recreation Manager | 949-497-0762 | abraun@lagunabeachcity.net

De Novo is preparing an IS/MND for the 385 Nyes Place Project. The Project applicant is applying for a Design Review and a Coastal Development Permit to construct a new three-story, single-family residence, accessory dwelling unit, and two street-level garages. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and provided the City with an Administrative Draft IS/MND. De Novo staff includes Starla Barker, Ashley Brodkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: March 2023. Project completion: Anticipated Fall 2024. Project Applicant: Thomas Norris. Project Contact: Martina Caron, AICP, Principal Planner | 949-464-6629 | mcaron@lagunabeachcity.net

De Novo is preparing an IS/MND for the 2354 San Clemente Street (DR-2021-8817, CDP-2021-8819, VAR-2021-8820) Project. The Project applicant is applying for a Design Review, a Variance, and a Coastal Development Permit to remove the existing single-family residence, detached guest house and associated site improvements, and construct a new two-story, 3,583 square-foot single-family residence, with attached 528 square-foot two-car garage, elevated deck, hardscaping and landscaping. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and is working on the Administrative Draft IS/MND. De Novo staff included Starla Barker, Ashley Brodkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: February 2023. Project completion: Anticipated Fall 2024. Project Applicant: Kevin Aaronson. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

De Novo is preparing an IS/MND for the 820 Gainsborough Drive Project. The Project applicant is applying for a Design Review and a Coastal Development Permit to construct a new three-story, single-family residence and an attached two-car garage. The team is conducting a peer review of applicant-prepared technical studies, preparing additional technical studies, and is working on the Administrative Draft IS/MND. De Novo staff included Starla Barker, Ashley Brodkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: July 2023. Project completion: Anticipated Fall 2024. Project Applicant: Laguna

3 Land, LLC. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

The Commons at Aliso Viejo IS/MND, City of Aliso Viejo

The De Novo team is preparing an IS/MND for The Commons at Aliso Viejo Project in the City of Aliso Viejo. The Project proposes to remove the existing surface parking, landscaping, and improvements and construct a mixed-use development consisting of 343 residential units and 17,273 square feet of ground floor commercial use within a six-story building. The mixed-use building would wrap around a centrally located eight-level parking structure with a subterranean parking garage and rooftop residential amenity space. The Project includes a Specific Plan Amendment, Vesting Tentative Map, Site Development Permit, and Development Agreement to allow construction of the proposed mixed-use residential and retail development on an approximately 4.4-acre site. The Project site is designated High Density Residential/Town Center Commercial and Open Space and is zoned SP-2: The Commons Specific Plan. The Project site is located within The Commons at Aliso Viejo Town Center, Specific Plan No. 2, which envisions a mixed-use development project within the Aliso Viejo Commons portion of the Aliso Viejo Town Center. According to the Specific Plan Zoning Districts Map, the Project site is located within the SP2-RH Zoning District (Residential – High Density District) and SP2-CTC Zoning District (Commercial – Town Center District). De Novo staff include Starla Barker, Josh Smith, Erik Anderson, and Abdul Jama. The Project is ongoing. Project Initiation: January 2024. The Project is anticipated to be completed in Fall 2024. Project Applicant: Avalon Bay Communities, Inc. Project Contact: Rose Rivera, Senior Planner | rrivera@avcity.org

La Verne General Plan Update and EIR, City of La Verne

De Novo is preparing the comprehensive update to the City of La Verne General Plan. The General Plan Update constitutes the policy and regulatory framework by which future development projects will be reviewed and public improvements will be implemented. The La Verne General Plan Update includes a comprehensive set of goals, policies, and actions (implementation measures), and the General Plan Update EIR analyzes future growth and development associated with the City's Land Use Map. The La Verne General Plan Update includes all of the State-mandated elements, and addresses optional topics: Economic Development, Community Facilities, Community Design, Fiscal Sustainability, and Community Health and Wellness. The comprehensive San Jacinto General Plan Update involved updating the City's environmental baseline conditions and updating the General Plan development projections for the year 2045. De Novo staff included Amanda Tropiano, Starla Barker, Christine Abraham, Ashley Brodkin, Josh Smith, and Erik Anderson. The Project is anticipated to be completed at the end of 2024. Project Contact: Candice Bowcock, Principal Planner | cbowcock@cityoflaverne.org

1941 White Ave Mixed-Use Project CEQA, City of La Verne

De Novo prepared technical analysis and a comprehensive Categorical Exemption (CE) report pursuant to CEQA Guidelines Section 15182, Projects Pursuant to a Specific Plan, which provide exemptions from CEQA for certain residential, commercial and mixed-use projects that are consistent with a specific plan and CEQA Guidelines Section 15332, In-fill Development Projects, which consists of projects characterized as in-fill development meeting specific conditions. The proposed 1941 White Avenue Mixed-Use Project site is located within the Old Town La Verne Specific Plan (OTLVSP) area. The OTLVSP was adopted and the OTLVSP FEIR was certified in March 2013. The Project proposes to remove all on-site improvements, including trees and landscaping, and construct a mixed-use development consisting of up to 367 residential units and approximately 1,588 square feet of ground floor retail within a five-story building partially surrounding a six-level parking structure. Of the 367 residential units, 44 would be deed restricted

affordable units for lower income households, including 18 units restricted to very low-income households. The units would be comprised of 57 studio units, 183 one-bedroom units, 119 two-bedroom units and 8 three-bedroom units ranging in size from approximately 591 square feet to approximately 1,336 square feet. The Project site is located adjacent to the planned Metro A Line and in proximity to the La Verne Station, currently undergoing construction. De Novo staff included Starla Barker, Josh Smith, Erik Anderson and Abdul Jama. Project Initiation: August 2023. Project Approval: June 2024. Project Applicant: Novipax. Project Contact: Candice Bowcock, Principal Planner | cbowcock@cityoflaverne.org

San Jacinto General Plan Update and EIR, City of San Jacinto

De Novo prepared the comprehensive update to the City of San Jacinto General Plan. The General Plan Update is an expression of the community's vision for the City and Planning Area and constitutes the policy and regulatory framework by which future development projects will be reviewed and public improvements will be implemented. The San Jacinto General Plan Update includes a comprehensive set of goals, policies, and actions (implementation measures), as well as a revised Land Use Map. The San Jacinto General Plan Update includes all of the State-mandated elements, and addresses two optional topics: Economic Development and Fiscal Sustainability and Community Facilities. The comprehensive San Jacinto General Plan Update involved updating the City's environmental baseline conditions and updating the General Plan development projections for the year 2040. De Novo also prepared a Focused Zoning Ordinance Update to implement the General Plan and create consistency between the land use map and the Zoning Ordinance.

A Programmatic EIR was prepared to analyze the impacts associated with implementation of the General Plan and the Focused Zoning Ordinance Update. The Program EIR serves as a tiering document for future development activities within the City. De Novo staff included Amanda Tropiano, Starla Barker, Ashley Brodkin, Josh Smith, and Erik Anderson. Teaming partners include MD Acoustics. Key environmental issues included agricultural resources, air quality, biological resources, cultural resources, greenhouse gas emissions, noise, transportation, and tribal cultural resources. Project Initiation: November 2018. Project Approval: November 2022. Project Applicant: City of San Jacinto. Contact: Travis Randel, Deputy City Manager, | 951-654-7337 | trandel@sanjacintoca.gov.

Multifamily Residential Parking Ordinance Title 22 – Planning and Zoning Amendment Initial Study/Negative Declaration, Los Angeles County

As a subconsultant to Walker Parking Consultants, De Novo prepared the Initial Study/Negative Declaration (IS/ND) for the update to the County's existing Zoning Ordinance (Title 22, Planning and Zoning, of the Los Angeles County Code). The update proposed to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. In general, the Project proposes changes to the County's parking requirements and development standards to reduce the number of required parking spaces, provide flexibility in meeting parking requirements, reduce parking land area, and achieve consistency with County housing goals and State standards. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: July 2022. Project Completion: March 2023. Project Applicant: County of Los Angeles. Project Contact: Alyson Stewart, Senior Planner | astewart@planning.lacounty.gov.

Bell Gardens General Plan Circulation and Transportation Element Update Initial Study/Negative Declaration, City of Bell Gardens

De Novo prepared the Initial Study/Negative Declaration (IS/ND) for the update to the City's General Plan Circulation and Transportation Element. The Circulation and Transportation Element provides a blueprint for establishing a convenient, safe, and sustainable transportation network in Bell Gardens, which serves users of all modes including walking, biking, rolling, riding transit, and driving. The purpose of the element is to improve the current infrastructure in Bell Gardens as a foundation for an integrated and comprehensive transportation network, which will reduce reliance on the private automobile and enhance other transportation options. The element sets forth goals, policies, and programs to support connectivity in the context of the land uses set forth in the existing Land Use Element. The proposed Circulation and Transportation Element Update would not modify the City of Bell Gardens General Plan Land Use Map, land use designations, nor intensities/densities identified within the General Plan Land Use Element. Additionally, the proposed Circulation and Transportation Element Update would not result in any new roadways or increase existing roadway capacities. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: November 2021. Project Completion: February 2022. Project Applicant: City of Bell Gardens. Project Contact: Grissel Chavez, Assistant City Manager, City of Paramount (formerly Public Works Director at Bell Gardens) | 562-220-2022 | gchavez@paramountcity.com.

1901 Via Burton Industrial Project 15183 Exemption, City of Fullerton

De Novo prepared an Environmental Checklist pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) of the 1901 Via Burton Industrial Project with respect to the Project's consistency with the Fullerton Plan, the analysis contained in the Fullerton Plan EIR, and any site-specific environmental impacts or cumulative impacts that may result from Project implementation. The Project proposes to remove the existing on-site structures and develop a new 139,269-square foot industrial building for warehousing/distribution uses, including a 4,500-square foot mezzanine designated for supporting office use. The building use would consist of 130,269 square feet for warehouse/distribution use and 9,000 square feet for office use. Although the specific end user is not currently known, the building size and design would provide for a light industrial end use; high intensity/distribution or uses requiring refrigeration would not occur within the site. The proposed building would have a building footprint of 134,769 square feet and a maximum height of 40 feet with a clear height of 32 feet within the warehouse; 18 dock-high doors would be located along the eastern side of the building. De Novo staff included Starla Barker, Ashley Brodkin and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: December 2021. Project Approval: June 2022. Project Applicant: Rexford. Project Contact: Edgardo Caldera, Senior Planner | 714-773-5773 | Edgardo.Caldera@cityoffullerton.com

1500 Raymond Drive Industrial Project IS/MND, City of Fullerton

De Novo prepared an IS/MND and associated technical studies, including a Health Risk Assessment, for the 1500 South Raymond Street Project which proposes removal of an existing hotel and development of an approximately 135,000 square foot industrial building for warehousing/distribution uses. De Novo staff includes Starla Barker, Ashley Brodkin, Josh Smith, and Erik Anderson. Teaming partners includes MD Acoustics. Project Initiation: March 2023. Project Approval: November 2023. Project Applicant: Rexford. Project Contact: Edgardo Caldera, Senior Planner | 714-773-5773 | Edgardo.Caldera@cityoffullerton.com.

Ethanac Travel Center EIR, City of Perris
De Novo Planning Group has been contracted to prepare an EIR for the Ethanac Travel Center Project. The Project proposes the construction and operation of a travel center facility on an approximately 14.4-acre undeveloped site for regional and local highway traveling users. Implementation of the Project would involve the development of fueling facilities, travel amenities, a drive-thru restaurant, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include air quality/health risk, greenhouse gas emissions, and transportation/traffic. Project Initiation: July 2023. The Draft EIR is currently available for public review. Project Applicant: Ethanac Travel Center, LLC. Project Contact: Patricia Brenes, Planning Manager | 951-943-5003 ext. 355 | pbrenes@cityofperris.org

Pilot Company Environmental Services
De Novo Planning Group has been contracted by Pilot Company to provide CEQA environmental services for proposed Pilot Travel Centers within California. These services have included preparation of technical studies, including Health Risk Assessments. Although contracted by the Applicant, De Novo coordinated closely with each Lead Agency to ensure successful preparation of the CEQA compliance document.

De Novo prepared an IS/MND for the Pilot Travel Center in the City of Palmdale. The Project proposes the construction and operation of a Pilot Travel Center on an 8-acre site for primarily highway travel serving uses. Implementation of the Project would involve the development of fueling facilities, travel amenities, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include aesthetics, air quality/health risk, cultural resources, greenhouse gas emissions, noise, and transportation/traffic. Project Initiation: April 2020. Project Approval: April 2021. Project Contact: Megan Taggart, Planning Manager | 661-267-5213 | mtaggart@cityofpalmdale.org

De Novo prepared an Addendum to the Renaissance Specific Plan Final EIR for the Pilot Travel Center Project in the City of Rialto. The Project proposes construction and operation of the Rialto Travel Center on the approximately 13.22-acre site within the Renaissance Specific Plan area for regional and local highway traveling users. Implementation of the Project would involve the development of fueling facilities, travel amenities, a drive-thru restaurant, and parking facilities for passing motorists and commercial truck operators. Project Initiation: April 2021. Project Approval: October 2021. Contact: Daniel Casey, Senior Planner | 909-820-2535 | dcasey@rialtoca.gov

De Novo prepared an IS/MND for the Pilot Travel Center in the City of Moreno Valley. The Project proposes the construction and operation of a Pilot Travel Center on a 17.28-acre site for primarily highway travel serving uses. Implementation of the Project would involve the development of fueling facilities, travel amenities, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include air quality/health risk, greenhouse gas emissions, public safety, and transportation/traffic. Project Initiation: March 2021. The IS/MND was completed in November 2021. Project Contact: Jeff Bradshaw, Associate Planner | 951-413-3224 | jeffreyb@moval.org

Rancho Santa Margarita General Plan and EIR, City of Rancho Santa Margarita
While at her previous firm, Starla Barker managed preparation of the City's General Plan Update and EIR. The Rancho Santa Margarita General Plan Update involved updating the City's environmental baseline conditions; updating the General Plan development projections for the year 2040; and providing new/updated goals and policies to address the community's vision for future development and growth. The mission of the General Plan Update is to uphold and honor the original Rancho Santa Margarita Planned Community Master Plan; prepare Rancho Santa Margarita for the next 20 years; maintain a

balance of land uses; maintain and support quality of life, community satisfaction, and safety for all residents; and update the General Plan to meet new State requirements. A Programmatic EIR was prepared to analyze the impacts associated with implementation of the General Plan. The Program EIR serves as a tiering document for future development activities within the City. Key environmental issues included air quality, biological resources, cultural resources, and greenhouse gas emissions. Project Approval: March 2020.

De Novo prepared the update to the City's Housing and Safety Elements. The work program included preparation of comprehensive Addendum to the Rancho Santa Margarita General Plan Update EIR. Project Initiation: July 2020. Project Approval: February 2022. Contact: Wendy Starks, AICP, Senior Planner, | 949-635-1807 | wstarks@cityofrsm

De Novo is currently preparing the CEQA document for the City's 2021-2029 Housing Element Rezoning Program. The work program is anticipated to involve preparation of comprehensive Addendum to the Rancho Santa Margarita General Plan Update EIR. The work program was initiated in March 2024 and is anticipated to be completed in summer 2024. De Novo staff includes Starla Barker and Erik Anderson. Contact: Wendy Starks, AICP, Senior Planner, | 949-635-1807 | wstarks@cityofrsm

9001-19 Long Beach Blvd. Residences Project IS/EA, City of South Gate

De Novo is preparing a joint Initial Study/Environmental Assessment for the City of South Gate for the 9001-19 Long Beach Boulevard Residences Project. The Project is proposing the redevelopment of an existing commercial site with a 14-townhome affordable development. De Novo staff included Starla Barker, Ashley Brodkin, and Josh Smith. Teaming partners include MAT and MD Acoustics. Project Initiation: November 2022. Project Approval: Anticipated late 2023. Project Applicant: Habitat for Humanity. Project Contact: Yalini Siva, Senior Planner | 323-563-9526 | ysiva@sogate.org.

Cherokee Court Residential Project IS/MND Peer Review, City of San Dimas

De Novo provided third-party peer review services to the City of San Dimas for the Cherokee Court Residential Project IS/MND prepared by the applicant team. The project applicant proposes a General Plan Amendment, Zone Change and Vesting Tentative Tract Map to subdivide 1.4 acres into seven residential lots and to construct seven single-family dwelling units ranging in size from 3,124 to 4,185 square feet, including infrastructure improvements. Although physical development activities would be limited to the 1.4 acres, the proposed General Plan Amendment and Zone Change would apply to additional parcels to provide consistency between the land use and zoning and existing on-site development. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA legislation and agency requirements. De Novo staff included Starla Barker and Josh Smith. Project Applicant: Development 1 Group, Inc. Project Contact: Kenneth Fichtelman, Associate Planner | 909-394-6256 | kfichtelman@sandimasca.gov

Moiola Park Residences IS/MND Peer Review, City of Fountain Valley

De Novo provided third-party peer review services to the City of Fountain Valley for the Moiola Park Residences IS/MND and technical studies prepared by the applicant team. The Project proposed a 74-lot residential subdivision and a one-acre park on an approximately 13-acre property. The Project site is the former Fred Moiola Elementary School Site, which is currently unoccupied, but the school improvements remain in place. Proposed Project entitlements included a General Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Precise Plan, and Tentative Tract Map. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA

legislation and agency requirements, including consistency with SB 743 requirements. Project Manager, Starla Barker, attended the Planning Commission and City Council hearings on behalf of the City to respond to questions and provide CEQA expertise, as needed. Project Approval: April 2021. Project Applicant: Brookfield Residential. Project Contact: Steven Ayers, Principal Planner | 714-593-4431 | Steven.Ayers@fountainvalley.org.

Slater Investments Mixed-Use Project IS/MND Peer Review, City of Fountain Valley

De Novo provided third-party peer review services to the City of Fountain Valley for the Slater Investments Mixed-Use Project IS/MND and technical studies prepared by the applicant team. The Project proposes to construct a four and five story mixed-use development with 270 residential units (including 33 affordable housing units), a 5,000 square foot restaurant with 2,000 square feet of outdoor dining space, a parking garage, and associated amenities on a 3.34-acre property. Proposed Project entitlements include a Code Amendment to create new mixed-use zones in the City; General Plan Amendment to change the land use designation from General Commercial to Mixed Use; Zoning Map Amendment to change the zoning of the property from C1-Local Business to MU1-Mixed Use; Lot Line Adjustment to merge all parcels into one for construction of the Project; Precise Plan for the site layout and construction of the Project; and a Conditional Use Permit to allow for a large format restaurant with on-premises alcohol sales with the MU1 zone. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA legislation and agency requirements, including consistency with SB 743 requirements. Project Manager, Starla Barker, attended the Planning Commission and City Council hearings on behalf of the City to respond to questions and provide CEQA expertise, as needed. Project Initiation: November 2021. Project Approval: April 2022. Project Applicant: Slater Investments. Project Contact: Steven Ayers, Principal Planner | 714-593-4431 | Steven.Ayers@fountainvalley.org.

Addendums to General Plan FEIRs for 2021-2029 Housing Element Updates and Safety Element Updates, Various Cities

De Novo has prepared several Addendums to previously certified EIRs for General Plans in support of Housing Element and Safety Element Updates being prepared by De Novo as well as other firms. In 2021-2022 Addendums have been prepared for the San Marcos Housing Element Update, San Marcos Safety Element and Environmental Justice Element, Temecula Housing Element and Safety Element Update, Westminster Housing Element Update, Rancho Santa Margarita Housing Element and Safety Element Update, Avalon Housing Element and Safety Element Update, and Stanton Housing and Safety Element Update.

CONTRACTS AND LITIGATION

De Novo Planning Group does not have a history of failures, refusing to complete a contract, or termination of a contract "for cause". Additionally, De Novo Planning Group does not have any litigation or adverse judgment history.

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C. RESUME AND QUALIFICATIONS OF PERSONNEL

PROJECT MANAGEMENT TEAM

The De Novo project team will be under the management of Starla Barker, AICP, serving as the Project Manager and primary/day-to-day point of contact for the City. Starla will be supported by Co-Project Manager/Management Contact, Amanda Tropiano, who will further ensure supporting team members and resources are readily available and provide overall quality assurance. Resumes for Starla Barker and Amanda Tropiano follow.

Located in the Tustin office, Starla has over 20 years of experience preparing and managing environmental compliance documents throughout southern California, specializing in infill development and redevelopment projects within urbanized areas. Starla serves as the Project Manager for several on-call environmental consulting services contracts for local agencies and has a long history of preparing environmental compliance documents for projects within Los Angeles and Orange Counties. Starla has recently provided CEQA services to the City of Laguna Hills and is currently working with the City on preparation of a Local Hazard Mitigation Plan.

Starla will be responsible for the management and supervision of the De Novo team on all future assignments and will ensure the environmental analysis is thorough and complies with CEQA requirements. Starla will review all internal and external work products and be responsible for overseeing any revisions and providing quality control and quality assurance throughout the project's duration. Starla will also attend scheduled meetings, and in addition to key team members, will represent the project team at public hearings. Starla prides herself on being an integrated project manager, and is eager to commit herself for the project duration.

Depending upon the nature of future project assignments, Starla may be joined by one of De Novo's Principals/Principal Planners. The Principal/Principal Planner will serve as a second point of contact to the City and be responsible for ensuring De Novo's successful completion of each task, as well as ensuring that the City's goals and expectations are being met. This includes assisting with review of documents prior to formal submittal and providing quality assurance/quality control. This Principal-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout the project.

De Novo's management team will be supported by additional senior-level staff and technical team members with expertise in environmental services. De Novo's project management and technical staff have a deep knowledge of CEQA and have prepared environmental compliance documentation for a variety of projects throughout southern California. Our in-house team will undertake peer review of technical studies and preparation of air quality and greenhouse gas analyses, health risk assessments, visual simulations, and light and glare assessments. Additionally, our team members have served as contract staff to local agencies and are familiar with the planning process and future uses of a CEQA document, which allows us to craft mitigation language that will be effective and straight-forward to implement. To complement our in-house services, we have well-established partnerships with highly experienced technical consultants who specialize in the areas of transportation, biological resources, cultural resources, and noise, all of whom are leaders in their fields and have experience working on a wide range of projects throughout southern California. We propose the use of subconsultants for these services, however, we are prepared to work with any consultants identified by the City or future project applicants for technical studies as needed.

Starla Barker, AICP

PRINCIPAL PLANNER



Starla Barker, AICP, is a principal planner with De Novo Planning Group whose primary responsibilities are the management and preparation of environmental documents (Initial Studies, Negative Declaration, Environmental Impact Reports, and Environmental Assessments), as well as other planning documents including General Plans and Specific Plans. With over 20 years of professional planning experience Starla has successfully managed a wide range of projects with particular emphasis in General Plans, urban infill, downtown, and redevelopment projects. Utilizing her experience in community planning, Starla is regularly involved in land use and policy planning, including the development and implementation of community outreach programs, and frequently manages and prepares environmental clearance documents for citywide policy planning and redevelopment projects. Through her extensive experience in both policy and environmental planning, Starla is keenly aware of the interaction between the two and consistently takes a proactive and comprehensive approach to understanding planning and environmental issues and developing solutions.

EDUCATION

Masters, Urban and Regional Planning, California State Polytechnic University, Pomona

BA, Business Economics, University of California, Riverside

ORGANIZATIONS

American Planning Association

LICENSES/CERTIFICATIONS

American institute of Certified Planners, 2009, No. 024079

RELEVANT PROJECT EXPERIENCE

General Plan Update and Rezoning EIR,
City of Lomita

Housing Element, Rezoning Program, and ODS CEQA Compliance,
City of Laguna Hills

Housing and Safety Element Update CEQA Compliance
City of Rancho Santa Margarita

Land Use Element, Zoning Code, and Zoning Map Amendment CEQA Compliance
City of Rancho Santa Margarita

General Plan and Zoning Update EIR
City of San Jacinto

Downtown Core EIR
City of Fontana

General Plan Land Use and Zoning Amendments EIR
City of Gardena

General Plan Update EIR
City of La Verne

General Plan Update EIR
City of Lawndale

The Commons at Aliso Viejo IS/MND
City of Aliso Viejo

2500 North Hollywood Way Hotel EIR
City of Burbank

The Harper Mixed Use Project EIR
City of West Hollywood

385 Nyes Place IS/MND
City of Laguna Beach

Marlin Drive IS/ND
City of Laguna Beach

2354 San Clemente IS/MND
City of Laguna Beach

820 Gainsborough IS/MND
City of Laguna Beach

Hotel Development Standards GPA & Zone Change IS/MND
City of Gardena

1500 Raymond Ave Industrial IS/MND
City of Fullerton

1901 Via Burton Industrial CEQA
City of Fullerton

General Plan Transportation & Mobility Element Update ND
City of Bell Gardens

Applied Medical Expansion IS/MND
City of Lake Forest

Lock & Leave Self Storage IS/MND
City of Lake Forest

Melia Evergreen Residential IS/MND
City of Gardena

Olson Townhomes IS/MND
City of Gardena

2550 Orange Industrial IS/MND
City of Signal Hill

Paradise Chevrolet IS/MND
City of Temecula

Bedford Court IS/MND
City of Temecula

Amanda Tropiano

PRINCIPAL



Amanda Tropiano is a principal with De Novo Planning Group and is responsible for leading the firm's Southern California practice. Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is also an IAP2 trained public outreach practitioner and has completed project management training with PSMJ. Amanda consistently brings to the table her passion, creativity, and strategic thinking to make sure every project exceeds her client's expectations. Amanda brings a unique project management style to her clients, where she relies on collaboration, communication, and creativity to identify and proactively address potential opportunities and challenges. She is a skilled public speaker and enjoys working with members of the public, stakeholders, and elected and appointed officials throughout the planning process.

EDUCATION

MA, Urban and Regional Planning,
University of California, Irvine

BA, Urban Studies and Planning,
University of California, San Diego

BA, Political Science: Comparative Politics,
University of California, San Diego

Study Abroad Program,
University of Sussex

ORGANIZATIONS

Urban Land Institute

International Association for Public Participation (IAP2)

American Planning Association

Congress for New Urbanism

RELEVANT PROJECT EXPERIENCE

General Plan Update, Housing Element, Safety Element, and EIR,
City of Lake Forest

General Plan Update and EIR,
City of Laguna Niguel

General Plan Update, Rezoning, ODS, and EIR,
City of Lomita

Housing Element, Rezoning Program, ODS, and CEQA Compliance,
City of Laguna Hills

Housing, Safety, and Circulation Element Update
City of Rancho Santa Margarita

General Plan Update, Hawthorne Blvd Specific Plan Update, and EIR,
City of Lawndale

General Plan Update, Housing Element, EIR, and CAP,
City of San Jacinto

General Plan Update, Housing Element, Zoning Update, and EIR,
City of Indian Wells

General Plan Update, Housing Element, Zoning Update, and EIR,
City of San Marcos

Housing Element Update and EIR,
City of Sausalito

Focus General Plan Update and EIR,
City of Glendale

General Plan Update and EIR,
County of Orange

General Plan Update and EIR,
City of La Verne

1300 Bristol Mixed-Income Project,
City of Newport Beach

Housing Element Update,
City of Temecula

Springs Specific Plan and EIR,
Sonoma County

Irvine Neighborhood Plan,
City of Irvine

General Plan Update and EIR,
City of Westminster*

General Plan Update and EIR,
City of Menifee*

SAVI Ranch Land Use and Mobility Vision Plan,
City of Yorba Linda*

Vision Plan,
City of Carson*

Downtown Bellflower Transit-Oriented Development Specific Plan
City of Bellflower*

* Project was completed by Ms. Tropiano while she was employed at another planning firm

Team Member Biographies

In addition to Starla and Amanda, the following De Novo team members will provide services in support of the On-Call CEQA Consulting Services contract. This section includes brief biographies for these De Novo team members.

CHRISTINE ABRAHAM

Principal Planner

Christine is a Principal Planner with De Novo Planning Group and is responsible for project management, preparation of environmental documents, regulatory permitting, peer-reviewing and quality control. With almost two decades of experience in environmental consulting and planning, Christine has managed and prepared all levels of CEQA documentation. She knows what it takes to coordinate and track multi-disciplinary teams on complex and controversial projects, for private developers as well as a number of municipalities and public agencies. In addition to document preparation, Christine draws from her legal background, as a member of the State Bar of California, to provide thorough peer review of environmental documents and technical studies to ensure defensibility, as well as engaging in litigation support when needed. Christine is highly organized, an affective communicator, and can ensure that project documentation undergoes a thorough quality review and meets all City requirements.

ASHLEY BRODKIN

Senior Planner

Ashley Brodkin is a Senior Planner with De Novo Planning Group and is responsible for the preparation of environmental documents, as well as other long-range planning documents, including General Plans and Specific Plans. Ashley has ten years of experience preparing and managing a variety of CEQA and NEPA documents for capital improvements, land development and public policy document projects, and a variety of planning projects including General Plans, Housing Elements, Specific Plans, ordinances, and entitlements. Ashley served as the Environmental Coordinator for the City of Orange, where she oversaw the preparation of all CEQA documents for public and private projects. This experience has given her the knowledge of how local agencies use and implement planning documents on a day-to-day basis. With experience as both a private consultant and in public service, Ashley provides a perspective on projects from both a consultant and lead agency point-of-view.

JOSH SMITH, AICP, LEED-AP

Senior Planner

Josh is a Senior Planner with De Novo. He has over twelve years of experience and is responsible for the preparation of CEQA/NEPA documents, climate change planning for local governments, and the development of air quality and greenhouse gas technical plans and reports. He focuses on finding effective ways to mitigate environmental risks within difficult local government budget and manpower constraints. Josh has substantial experience with Climate Action Plans, Energy Action Plans, and toxic air contaminant (TAC) Health Risk Assessments. He served as the primary technical analyst on the Pleasanton, Oakdale, Hughson, and Campbell Climate Action Plans, and has been a deputy Project Manager for EIRs such as the Placer County RTP EIR and Amador County RTP EIR. Josh has expertise utilizing best-practice standards for developing greenhouse gas (GHG) inventories and context-specific GHG mitigation measures, as well as developing custom air pollutant emissions calculators for complex projects. Josh is called upon to prepare

the air quality and GHG analysis for many of De Novo's most complex projects, ranging from urban infill (Sunrise Mall Specific Plan EIR) to greenfield (Stockton Commerce Center EIR).

ERIK ANDERSON, AICP
Associate Planner

Erik is an Associate Planner with De Novo. Erik has worked on a diverse range of projects for public and private sector clients, with a focus on environmental and sustainability planning, land-use planning, and policy development. Erik provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans, Housing Elements, and Zoning updates. His experience includes grassroots lobbying with a non-profit environmental organization and work in the legal field. Erik is passionate about serving communities and creating innovative work through place-based development strategies.

ABDUL JAMA
Assistant Planner

Abdul is an Assistant Planner with De Novo Planning Group. He has earned a Master Degree in City and Regional Planning from Cal Poly, San Luis Obispo. Abdul has a deep interest in community development and environmental planning. He has worked on a diverse range of projects for public and private sector clients, with a focus on environmental, land-use planning, and policy development. Abdul provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans and Local Hazard Mitigation Plans. His past experience included overseeing the entitlement process for technological infrastructure such as telecommunication towers and Electric Vehicle (EV) charging stations.

JEFFREY SETTERLUND
Assistant Planner

Jeff is an Assistant Planner with De Novo and joined our team having earned his B.S. in City and Regional Planning from Cal Poly San Luis Obispo. Jeff is passionate about serving communities and creating innovative work through land use planning and design. He is an active member of the APA ambassador program and the APA Small Town & Rural program. Jeff works on a variety of projects for De Novo, including General Plan updates and CEQA documentation. Jeff has prepared environmental review for a variety of projects ranging including policy and development projects. Development projects range from urban infill to greenfield. Example projects include the Sunrise Mall Specific Plan EIR (City of Citrus Heights), College Park EIR (City of Rocklin), and Irwindale Industrial EIR.

TEAMING PARTNERS

To complement our in-house services, we have well-established partnerships with the following highly experienced technical consultants who specialize in the areas of transportation, noise, and historic and cultural resources. Following are firm descriptions; key staff resumes follow.

FEHR & PEERS, has prepared thousands of transportation assessments for CEQA documents for infrastructure and development projects throughout California over the past 30 years. Their expertise comes from a thorough understanding of state-of-the-practice and best practices methodology for travel demand forecasting, traffic operations analysis, and impact assessment along with substantial knowledge of current CEQA legislation and case law interpretation. Fehr & Peers has consulted the California

Governor's Office of Planning and Research (OPR), Caltrans, and multiple cities and counties on the development of SB 743 guidance related to VMT analysis throughout California. Fehr & Peers authored the VMT chapter of the FHWA Handbook for Estimating Transportation Greenhouse Gases for Integration into the Planning Process and has worked on a variety of local agency SB 743/VMT-focused projects. Preparation of Transportation Impact Studies is one of the core services provided by Fehr & Peers and their staff is knowledgeable on the transportation aspects of CEQA and NEPA.

MAT ENGINEERING, INC., provides engineering consulting services in the fields of transportation planning and traffic engineering. Founded by Alex Tabrizi, PE, TE, who brings approximately two decades of professional transportation consulting experience, MAT Engineering has the ability to successfully perform tasks related to preparation of engineering and traffic surveys, traffic studies, cost estimates, impact studies and analysis, feasibility studies, bicycle and pedestrian connectivity and planning, active transportation, Transportation Demand Management strategies, and preparing technical analyses for environmental documents. The experience of the firm's personnel in transportation planning and traffic engineering provides the special skills necessary for determining practical and meaningful solutions in the following technical fields: Transportation planning studies; Vehicle Miles Traveled (VMT) analysis; Traffic impacts analyses; Establishing Speed Limits - Engineering & Traffic Surveys (ET&S); Traffic engineering; Signal design; Signing & striping plans; and Parking demand, utilization, and impact analysis. Senior staff have successfully completed and reviewed hundreds of technical analyses in these areas and have conducted work as part of the on-call consultant services to various jurisdictions and public agencies throughout southern California.

CHRONICLE HERITAGE, delivers professional archaeological, ethnographic, paleontological, and historical resources consulting services for a wide variety of market sectors, including land development, energy, communications, transportation, federal government, military and tribal agencies. Staff is comprised of cultural resources management professionals with significant experience and expertise in the cultural resources requirements of CEQA, CEQA-Plus, National Historic Preservation Act (NHPA), and NEPA.

MD ACOUSTICS, provides acoustical consulting services for all facets of noise/vibration, engineering, and audio control. Noise/vibration impact studies assess a wide span of issues and have included vibration and model analysis, automatic controls, reliability analysis, system engineering/system architecture analysis, environmental noise issues, transportation and railroad noise analysis, architectural acoustic design and noise barrier design. Clients range from the aerospace industry to municipalities to provide land developers. MD Acoustics has completed numerous acoustical engineering assessments and designs throughout California and the western United States. MD Acoustics personnel and partners are recognized leaders in the field of acoustics. They incorporate engineering expertise and professionalism with innovative problem solving. The result is an acoustical engineering firm that provides accurate, timely and cost-effective solutions.

D

D. ORGANIZATIONAL CHART

Below is an organizational chart outlining the roles and responsibilities of the De Novo team. De Novo acknowledges the City's requirement that key personnel identified below remain during the term of the agreement and concurs with this requirement, to the extent feasible. In the event of necessary changes to key personnel, the De Novo Management Team will immediately contact the City with a recommended replacement and provide qualifications to support the recommendation.

CITY OF LAGUNA HILLS

De Novo Planning Group (Prime Consultant)

Management Team

Starla Barker, AICP, Principal Planner **Project Manager, Day-to-Day Point of Contact** - Lead document preparer - Issue area study preparer - Project management - Quality control	**Amanda Tropiano, Principal** **Management Contact/Co-Project Manager** - Lead document preparer - Issue area study preparer - Public outreach and communications - Quality control -

Technical Staff (Issue Area Preparers)

Christine Abraham, **Principal Planner** - Issue area study preparer - Project management - Quality control	**Ashley Brodkin,** **Senior Planner** - Issue area study preparer - Project management	**Josh Smith, AICP, LEED-AP,** **Senior Planner** - Air Quality Analysis - Health Risk Assessments - Energy Analysis - GHG Analysis
Erik Anderson, **Associate Planner** - Issue area study preparer	**Abdul Jama,** **Assistant Planner** - Issue area study preparer	**Jeff Setterlund,** **Assistant Planner** - Issue area study preparer

Teaming Partners

Transportation *Fehr & Peers* - Delia Votsch, PE *MAT Engineering* - Alex Tabrizi, PE, TE	***Cultural Resources*** *Chronicle Heritage* - Carrie E. Chasteen, M.S. - Linsay Porras, M.A. RPA	***Noise*** *MD Acoustics* - Mick Dickerson Jr., INCE - Claire Pincock, INCE-USA

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E. REFERENCES

The De Novo team has a wide range of experience providing on-call environmental services for public agency clients throughout California. We strongly encourage you to contact our clients; we are confident they will speak highly of our capabilities and responsiveness, as well as the character and integrity of our firm and Principals.

Below are public agency clients in which the De Novo team has provided similar environmental consulting services on an on-call and competitive basis within the last five years. Detailed representative projects are provided in Section B.

City of Burbank Environmental Services
Project Manager, Starla Barker, has been providing CEQA environmental services to the City of Burbank for over 15 years while at her prior firm and continuing at De Novo Planning. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption, Initial Study/Mitigated Negative Declarations, and Environmental Impact Reports.

Fred Ramirez
Assistant Community Development Director
City of Burbank
Phone: (818) 238-5273
Email: framirez@burbankca.gov

City of Gardena Environmental Services
Since early 2020, De Novo Planning Group has prepared several environmental compliance documents on behalf of the City. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption, Initial Study/Mitigated Negative Declarations, and Environmental Impact Report.

Lisa Kranitz
Assistant City Attorney
City of Gardena
Phone: (310) 450-9585
Email: lkranitzlaw@gmail.com

On-Call Environmental Services, City of Lake Forest
De Novo has provided on-call environmental services to the City of Lake Forest since 2019. In this capacity, De Novo has been retained to prepare environmental documents for various private projects in Lake Forest. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption and Initial Study/Mitigated Negative Declarations.

Gayle Ackerman
Director of Community Development
City of Lake Forest
Phone: (949) 461-3463
Email: GAckerman@lakeforestca.gov

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F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

PROJECT UNDERSTANDING

The City is seeking consultants to provide on-call environmental review services to support the City's Planning Division should the need arise. Services may include a variety of tasks related to meeting CEQA requirements including, but not limited to, conducting preliminary review of projects for CEQA purposes; peer review of documents provided by applicants; preparation of technical studies and CEQA compliance documentation, such as initial studies to support negative declarations and mitigated negative declarations, and preparation environmental impact reports, including for specific projects in the City; peer review of environmental documents from outside agencies; and tasks associated with these efforts, including consultations and scoping meetings. There are no specific projects identified at this time; services will be provided on a task-order basis. De Novo is committed to providing the City with exceptional technical analysis and environmental review services.

THE DE NOVO APPROACH

De Novo is committed to providing the City with exceptional technical analysis and environmental review services. Our team will prepare technical analyses and write comprehensive and legally-defensible documents in compliance with all applicable federal, state, regional, and local legislation and requirements. Our team understands that as Lead Agency, the City of Laguna Hills is responsible for preparing and approving environmental documents. De Novo will work side-by-side with City staff and provide principal-level attention to ensure the entire review process is conducted in a comprehensive manner and will consider recent legislation and reviewing agency requirements. City assistance typically involves securing City facilities for public scoping meetings, providing access to City documents and data, and assisting with identification of City staff or outside contacts relative to the environmental issue area. Our approach outlines a collaborative process for preparation of sound environmental compliance documentation. De Novo prides itself on crafting a project-specific technical approach for each project it pursues. However, below is a summary of key considerations we apply in our approach to every project:

- Compliance with State legislation
- Close coordination with stakeholder, resource, and responsible agencies
- Principal attention to every aspect of the project
- Dedicated Principal (Account Manager), Project Manager and Co-Project Manager
- Strict Adherence to Schedule and Budget
- Quality Assurance and Quality Control

Compliance with State Legislation

The De Novo team is well-versed in the CEQA Statute (Public Resources Code Section 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387). The firm's Principals regularly lecture on CEQA and have been asked to prepare and provide expert testimony on complex environmental topics on projects throughout California. The firm maintains a keen understanding of future legislation which has the potential to impact CEQA and environmental documents.

Close Coordination with Stakeholder, Resource, and Responsible Agencies

Given our experience in preparing environmental documents, we understand the strong need for early and on-going coordination with stakeholders and resource agencies as well as other agencies that regulate

and/or permit activities within the City. Coordination with applicants/developers, neighborhood and civic groups may also be needed during the project. Our team will consult all relevant resource and regulatory agencies as part of any project, as well as during the Notice of Preparation review and during the preparation of the draft documents. Consultations assure that the agencies have considered the project and have provided input to the analysis and mitigation measures presented in the document.

Principal Attention to Every Aspect of the Project

We do not identify principal staff in our proposal, then hand your project out to junior staff members to complete for our review. Rather, our Principal staff identified in this proposal as the Project Manager and Co-Project Managers will work on every aspect of each project undertaken for the City and will write and review each document we provide to the City. This senior-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout each project.

Dedicated Project Manager and Co-Project Manager

Our team dedicates De Novo principals and/or principal planners as Project Manager and a Co-Project Manager who will be in attendance at public and stakeholder meetings and will be intimately involved in every aspect of the project. Although the Project Manager will serve as the primary point of contact, we feel that the use of two managers will ensure that all members of our team are constantly up to speed regarding changes in project direction, staff preferences, and all of the other nuances of CEQA/NEPA projects. Additionally, having two project managers provides an exceptional level of quality control so that products reviewed by the City are technically accurate and complete.

Schedule Control

Our project team is fully committed to bringing our projects to public hearings as quickly and effectively as possible while always delivering products of exceptional quality. We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

De Novo Planning Group has sufficient capacity and the necessary experience to provide on-call environmental consulting services to the City of Laguna Hills. We are committed to delivering legally-defensible products on-time and on-budget and will allocate our resources to exceed your expectations. De Novo will coordinate directly with City staff to understand any project-specific scheduling needs. A date-specific schedule is typically provided following the kickoff meeting based upon an understanding of any timing considerations.

Strict Adherence to Budget

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also principals and senior managers of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City. We know that this is a unique way of doing business, but it has proven to be a tremendously successful approach for our

firm. We are in this business for the long-term, and building trust and confidence with our clients is the single greatest thing we can do to build loyalty and repeat business.

Quality Assurance and Quality Control

Coordinating closely with Laguna Hills' staff, De Novo's management team will ensure that our deliverables address regulatory requirements and are completed in a timely and professional manner. Our internal quality control review includes review of our environmental documents by a Principal Planner.

The first stage of review includes verification of the technical adequacy of the analysis, that the document addresses the format and content requirements of the client, technical information, and that all components of the project, as described in the project description and analyzed throughout the document, are correct. The second stage of review consists of a comprehensive, detailed review of the document by an individual knowledgeable about CEQA and/or NEPA, other applicable laws, and applicable court cases. This review involves senior staff not directly involved in the project to provide a clean set of eyes and encompasses all sections of the document.

Clear Communication with City of Laguna Hills Staff

De Novo understands that the environmental document preparation process will require extensive coordination and communication with City staff, as well as the responsible agencies, and general public. Our team is committed to continuous and comprehensive coordination throughout the CEQA process. De Novo has proposed a project management team with exceptional CEQA knowledge and local planning experience.

Our team serves as an extension of City staff to ensure the projects are delivered in a timely manner. Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach ensures consistent and regular interaction and communication between City staff and the De Novo team. This allows for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City's Project Manager and between the De Novo Project Manager maintains the flow of data and allows for timely response to any issues, and ensures the work program stays on track.

The De Novo team will work with the City at project initiation to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints. Throughout project development, we will review the status of all project tasks regularly to ensure they are progressing within the scheduled timeframe. A monthly progress report will identify the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. If issues arise that could result in schedule delays, we will make it a priority to coordinate with the City to find the necessary solutions to move the project forward.

SCOPE OF WORK

The De Novo team has provided environmental documentation and technical studies for a diverse range of development projects, as well as regulatory/policy documents, such as General Plans and zoning ordinances. We are proud of our history of working with local agencies on an on-call basis. We will work with the City to prepare a detailed and accurate scope of work tailored for the project being proposed at that time. Our scope of work will identify the specific tasks the De Novo team will undertake from project initiation to project closeout. The work program, including technical studies and level of analysis, will vary

depending upon a project's location and characteristics. All technical studies and environmental documents will be completed in accordance with the adopted CEQA Guidelines and NEPA requirements.

Typical on-call contracts follow a standard protocol to assess project requirements, including but not necessarily limited to project initiation/kick-off; data review and research; project description; and technical studies and environmental analysis. Working with the City as an extension of staff, De Novo will be responsible for preparation of draft and final environmental documents, including all supporting documentation such as the Notice of Preparation, Initial Study, Notice of Intent to Adopt, Notice of Availability, Response to Comments, Findings and Facts, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and Notice of Determination. We will circulate environmental documents for public review and participate in community meetings and public hearings, as needed.

Deliverables are anticipated to include electronic Word and PDF files for each Administrative Draft and Review Draft document. Electronic copies of the kick-off meeting agenda and minutes, draft project description, schedule, and required notices will also be provided. We will coordinate with the City on any needed hard copies. De Novo will be responsible for submitting the Public Review Draft documents and notices to the State Clearinghouse through the CEQA Submit portal and filing CEQA notices with the County.

De Novo's project management team has a long history of working with local agencies on an on-call basis. Our staff can mobilize quickly and efficiently, meeting project schedules while ensuring our environmental documents are accurate, legally defensible, and cost-effective. We understand the environmental review may be in the form of a variety of documents. We have provided the following conceptual work programs for preparation of an Environmental Impact Report, Initial Study/Mitigated Negative Declaration, and Third-Party Peer Review Services. Regardless of the environmental compliance document needed, the De Novo team will serve as an extension of City staff in all aspects of the environmental review process. The De Novo team also has experience and capabilities in providing paleontological monitoring, assistance in preparing grant applications for CEQA studies, and attending meetings and providing in-house trainings on CEQA.

Technical studies can be prepared as stand-alone studies, but often are prepared to support an environmental document, including, but not limited to, an Initial Study, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report (Project, Program, Supplemental, Addendum, etc.). The De Novo team has the experience and capacity to prepare the technical studies and analysis typically required for any project. The approach to preparation of technical studies and environmental review documents is described below.

CONCEPTUAL WORK PROGRAM

Conceptual Work Program – Environmental Impact Report

The following is a typical scope of work for preparation of an Environmental Impact Report. All technical studies and environmental documents will be completed by the De Novo team in accordance with the adopted CEQA Guidelines. The work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Upon receipt of future RFPs from the City, we will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT SCOPING

1.1 PROJECT KICK-OFF MEETING

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

1.2 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines.

The Administrative Draft Initial Study will be provided to the City for review. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review. De Novo will also prepare the Notice of Preparation (NOP) for review by City staff. Upon acceptance by the City, De Novo will finalize the Initial Study/Notice of Preparation for public distribution.

1.3 SCOPING MEETING

A public scoping meeting is anticipated to occur during the NOP public review period. De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR by De Novo. Although the format of the meeting may vary, typically it is a presentation, open house, or hybrid approach. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised.

2.0 ADMINISTRATIVE DRAFT EIR

2.1 EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures.

2.2 INTRODUCTION AND PURPOSE

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

2.3 PROJECT DESCRIPTION

The Project Description is a critical element of the environmental review and establishes the foundation for the technical analysis. The Project Description will detail the project location and environmental setting, project characteristics (construction and operation), project objectives, phasing, discretionary actions, and required permits and approvals based on available information. Exhibits will identify the regional and local site vicinity. Project plans and details, provided by the Applicant, will also be graphically depicted and referenced. De Novo will submit the Project Description to the City for review and approval prior to initiating technical analysis.

2.4 THRESHOLDS OF SIGNIFICANCE

Within each environmental topic subsection, a comprehensive description of the thresholds of significance for the environmental analysis will be described. The significance threshold criteria will provide the basis for conclusions of significance.

2.5 CUMULATIVE PROJECTS/ANALYSIS

De Novo will analyze the environmental impacts of the project when viewed in combination with other known, approved, or reasonably foreseeable projects in the region, determined in coordination with the City. The cumulative analysis will address each topic covered in the environmental analysis and will identify appropriate mitigation measures, if applicable.

2.6 ENVIRONMENTAL ANALYSIS

The Draft EIR will be prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Environmental Analysis section will address each environmental topical area determined to have the potential to result in a significant impact. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be considered. The Environmental Analysis section will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term operational environmental impacts associated with the project, and their associated levels of significance. For each environmental topical area, the impact analysis subsection will begin with a list of all thresholds contained in CEQA Guidelines Appendix G and the thresholds for significance shall be identified for every environmental issue. For each environmental issue requiring analysis, the EIR will state the level of significance, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation.

The environmental factors and typical scope of analysis is provided below. De Novo will tailor the scope of the analysis based upon project-specific characteristics and environmental conditions.

A. Aesthetics

The existing aesthetic environment, including any scenic vistas or scenic resources will be identified. Photographs will be used to illustrate the visual character of a site and surrounding area. The analysis of construction activities will focus on the potential for sensitive uses to be impacted as a result of visible construction activities, including staging areas and construction vehicles. Potential visual impacts to scenic vistas and the potential for a project to result in substantial damage to scenic resources within a state scenic highway will be identified. If a project site is in a non-urbanized area, the potential for the project to substantially degrade the existing visual character or quality of public views of a site and its surroundings will be analyzed. The analysis will consider the proposed land use(s), overall design, including building form, mass, and height, and potential building materials as compared to the surrounding area. If

a site is located within an urbanized area, the potential for a project to conflict with applicable zoning and other regulations, including the City's design guidelines, governing scenic quality will be reviewed and analyzed.

In the event the project warrants preparation of visual simulations, De Novo's in-house urban designers will prepare visual simulations using specific building designs provided to us by the project architect/engineer. The visual simulations would be created using state-of-the-art equipment including GPS georeferencing, ACAD, 3D modeling software, and the Adobe Suite. We will provide visual simulations from public vantage points to be determined in coordination with City staff. The intent of the visual simulations is to provide a photo-realistic representation of what the site would look like under a before and after scenario from each vantage point.

The potential for a project to create a new source of substantial light or glare to the area will also be addressed. The existing environment as it pertains to light and glare will be identified. The analysis will discuss the potential for a project to impact sensitive uses from new light sources such as interior and exterior lighting, security lighting, parking lot lighting, and vehicle headlights associated with the development. Potential building materials and their ability to create glare which could adversely affect daytime views will also be considered.

Depending upon the location and nature of the project, a shade and shadow analysis may be conducted. De Novo can create shadow diagrams overlaid on a base map that show the building footprints of the project and the surrounding buildings. The intent of this work is to illustrate any change in shadow patterns that would be directly attributable to the project, and to visually demonstrate the effect of these shadows on surrounding land uses, particularly any adjacent residential or other sensitive uses.

B. Agriculture and Forestry Resources

De Novo will confirm whether Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) is present and whether a project would convert these uses to non-agricultural use. If present, potential impacts from conversion of this use will be reviewed. The potential for a project to conflict with existing zoning for an agricultural use or a Williamson Act contract will also be addressed.

The analysis will also confirm whether a site is zoned for forest land, timberland, or timberland zoned Timberland Production and whether a project would conflict with the existing zoning, cause rezoning of, or result in the loss of forest land or conversion of forest land to non-forest use. If present, potential impacts from the conversion of this use will be reviewed.

C. Air Quality

De Novo will utilize our in-house environmental scientists to prepare an Air Quality analysis for the project. The analysis will be prepared consistent with South Coast Air Quality Management District (SCAQMD) and State and federal guidelines using the latest version of CalEEMod software. The analysis will include a comparison of the proposed project's construction and operational emissions with SCAQMD's air quality thresholds of significance for criteria pollutants, consistent with SCAQMD's Guidance for Assessing and Mitigating Air Quality Impacts. De Novo will also analyze the potential for health risk and odor impacts on nearby receptors. The section will include the methodology for calculating emissions, an analysis of the proposed project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

An assessment of toxic air contaminates (TAC) impacts (i.e., a Health Risk Assessment [HRA]) may be warranted depending on the potency, toxicity, quantity of emissions, and proximity of TACs to sensitive receptors such as hospitals, daycare centers, schools, work sites, and residences. De Novo's in-house air quality specialists will prepare an HRA, including an exposure assessment and risk calculations. The exposure assessment includes estimating the emission rates of TACs and running an air dispersion model to calculate the concentration of TACs at each location in the modeling domain. We will calculate the residential (70 year) cancer, workplace cancer, and non-cancer (i.e. acute and chronic) health risks using the HARP Air Dispersion Modeling & Risk Tool (ADMRT). The resulting cancer and non-cancer risks will be plotted on the base map. Both the quantitative and visual results of the analysis will be incorporated into the HRA and summarized.

D. Biological Resources

Depending upon the location and nature of the project site, qualified biologists will prepare a biological resources assessment for the project. The specific nature of the report and work program will vary depending upon a site's location and conditions. Typical work efforts for assessing biological resources include the following:

The California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California will be used to conduct record searches of sensitive biological resources known to occur on and within the general vicinity of the project site. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs, as appropriate, to define the habitat requirements for sensitive species potentially occurring on-site. Topographic maps, soil surveys, flood maps, hydrology/climate information, and watershed data will also be reviewed.

A site visit will be conducted by qualified biologists in order to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. The location of any special-status biological resources (i.e., plants, plant communities, drainage features, wildlife), if present on-site, will be documented. Additionally, the suitability of the vegetation on and surrounding the proposed project site will be surveyed for their ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project.

Following completion of background research and field surveys, the results of these studies would be summarized in a Biological Resources Assessment report. The report would identify the existing biological resources, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The report would also outline any future biological surveys, protected species consultations, and/or other anticipated regulatory agency requirements to obtain project approvals and/or environmental permits.

E. Cultural Resources

The analysis will address the potential for a project to cause a substantial adverse change in the significance of a historical, archaeological, or paleontological resource (although addressed here,

paleontological resources will be discussed in Geology/Soils). Additionally, the potential for a project to disturb human remains will be discussed.

De Novo teams with experts specializing in cultural resources to prepare the technical analysis to support the environmental document. The specific nature of the report and work program will vary depending upon a site's location and conditions. Typical work efforts for assessing archaeological and paleontological resources include the following:

Cultural and Paleontological Resources Records Search. A records search for cultural resources within a 0.5-mile radius of the project area will be conducted. A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained. Local historical societies will be contacted. A Sacred Lands File search from the NAHC will also be requested. Project information letters will be sent to those individuals or entities provided by the NAHC that have not already been contacted through AB 52 consultation. A records search for paleontological resources will be requested and research to develop brief contexts for cultural and paleontological resources will be conducted.

Cultural Resources Survey. A cultural resources specialist will conduct a pedestrian survey of the proposed project site. The cultural resources specialist will inspect the project site for evidence of cultural resources that may be impacted by the proposed project. The survey will be conducted using transects spaced no greater than 10 meters apart with accuracy maintained by a hand-held GPS unit. Photographs will be taken of the project site and adjacent properties.

Cultural and Paleontological Resources Assessment Report. A cultural and paleontological resources assessment report will be prepared. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural and paleontological resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts.

If necessary, a determination of if any properties on a project site qualify as historical resources as defined by CEQA will be prepared. Historical resources in the vicinity of a project site will be identified and described, and the potential direct and indirect impacts the project may have on the identified historical resources will be assessed.

Records Search. A records search will be conducted to determine if the subject properties are currently listed under national, state, or local landmark or historic district programs or previously evaluated as eligible for listing in a historic resources survey of an area. The National Register of Historic Places, California Register of Historic Places, and local register (if applicable) will also be consulted to identify designated and previously surveyed historical resources in the vicinity.

Field Survey. A field survey will be conducted of the vicinity to photograph designated and previously surveyed historical resources. The physical integrity of buildings within the project site will be documented.

Research. General research will be conducted to determine the context(s) in which the subject properties should be evaluated. Property specific research will be conducted to determine the potential significance of the associated individuals such as owners, residents, builders, and architects.

Draft Report. The Historical Resources Technical Report will identify the criteria for determining historic significance and integrity under national, state, and local landmark and historic district programs; provide a brief history and description of each property and buildings; and evaluate each property for listing under national, state, and local landmark and historic district programs according to National Park Service, California Office of Historic Preservation, and local (if applicable) criteria. A summary of the designated and previously surveyed historical resources in the vicinity will be provided and the impact the project may have on the identified historical resources will be analyzed. If the project will have an impact on historical resources, the De Novo team will work with the City/Applicant to modify the project to avoid such an impact. Mitigation measures will be recommended, if necessary.

F. Energy

This section will identify the energy demand associated with the project and identify whether there is a potential environmental impact due to wasteful, inefficient or unnecessary use of energy during project construction or operation. The analysis will also assess the project's consistency with state or local plans for renewable energy or energy efficiency.

G. Geology and Soils

Utilizing existing resources and any previously prepared studies for a project site or surrounding area, the analysis will identify existing regional and local geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and seismic hazards. A project will be evaluated for its potential to expose people or structures to potential substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure, and landslides. The potential for a project to destroy a unique paleontological resource will also be discussed.

H. Greenhouse Gas Emissions

De Novo's in-house environmental scientists will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. The discussion and analysis will include quantification of GHGs generated by the project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the project's consistency with any applicable State and local plans, including all applicable City of Laguna Hills General Plan policies and the Laguna Hills Municipal Code. The discussion will provide a quantitative and qualitative analysis of the project's sustainability features. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

I. Hazards and Hazardous Materials

The hazardous materials analysis will include a summary of the existing regulatory conditions per the State Cortese Database Listing. Potentially hazardous materials conditions within a project site will be considered based on available resources, including any previous studies. The above referenced research will be used to analyze potential project-related impacts, as they pertain to hazards and hazardous materials per the CEQA thresholds of significance. Potential accidental conditions involving hazardous materials during construction and operations will be identified. If a project site is located within an airport land use plan or within two miles of an airport, the potential for excessive noise conditions will be discussed. Project emergency access and potential exposure to wildland fires will also be considered.

J. Hydrology and Water Quality

Existing and proposed hydrology and water quality data will be reviewed for a project area based upon available reference documents, including available information from the City and applicant. This section will evaluate water quality conditions and identify water quality (National Pollutant Discharge Elimination System [NPDES]) techniques/structures in accordance with local, State, and federal requirements. The potential for a project to degrade water quality, interfere with groundwater recharge or expose people to water-related hazards will be identified. The section will also address alteration of drainage conditions, potential for substantial erosion or siltation, potential for flooding, and the ability of a project to result in runoff that exceed the capacity of the storm drain system. The analysis will consider the potential for a project to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan, as applicable.

K. Land Use and Planning

A proposed project will be reviewed for consistency with City standards and policies, as well as careful consideration of adjacent uses. Existing and proposed General Plan land use and zoning designations will be identified; any proposed amendments to the land use and zoning for a site will be assessed. A proposed project will be reviewed in the context of land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental impact. The potential for the project to conflict with these plans, policies or regulations will be assessed.

L. Mineral Resources

The analysis will document whether the specific site is located within a Mineral Resource Zone (MRZ) and the potential for impacts.

M. Noise

A technical noise analysis is prepared to determine project compliance with City noise standards and associated potential noise impacts based on the following approach:

The site plan, preliminary grading plans, and trip information for the project will be reviewed from an acoustical standpoint. The De Novo team will discuss with the City the potential noise impacts and determine noise measurement locations. Short-term and/or 24-hour noise measurements will be performed to determine the existing noise environment. Utilizing the FHWA Construction noise model and SoundPlan 3D Modeling software, the short-term construction noise and vibration impacts from the project during construction will be determined. The exterior noise impact to the surrounding adjacent properties will be assessed and mitigation measures to alleviate any potential significant noise impact will be identified, if necessary. Utilizing a version of the FHWA Noise Prediction Model the roadway noise impacts for existing and build-out scenarios will be determined and compared to the City's noise standards. This will help determine any change in the roadway noise level as a result of the project. The roadway noise impacts to the project site will be calculated. Potential stationary noise impacts from the project site will also be calculated. If necessary, mitigation measures will be identified to comply with City's limits. The results of the analysis will be summarized in a noise impact study that will address the noise impacts from the project for both short-term and long-term noise impacts.

N. Population and Housing

The analysis will consider the potential for a project to directly or indirectly induce substantial unplanned population growth in the area and the potential to displace a substantial number of people or housing, resulting in the need for replacement housing elsewhere. The section will identify population and housing

projections for an area, including the anticipated and planned growth as identified in the City of Laguna Hills General Plan and regional growth projections.

O. Public Services

Public service departments/agencies will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand on services based on the proposed land uses and the potential alteration of existing facilities, extension or expansion of new facilities. The ability of a project to receive adequate service based on applicable standards will be evaluated. If necessary, mitigation measures to reduce impacts associated with providing new or altered facilities will be identified.

P. Recreation

Existing recreation facilities will be identified and the ability for these facilities to serve a proposed project will be assessed. The discussion will focus on the potential for the physical deterioration of existing facilities or potential adverse physical effects associated with the provision of new facilities proposed by the project.

Q. Transportation

With the implementation of Senate Bill (SB) 743, vehicle miles traveled (VMT) will be the required analysis metric to assess the potential for significant transportation impacts associated with proposed projects. The De Novo team will work with the City of Laguna Hills to determine the scope of the transportation analyses in accordance with the relevant policies and procedures, including the City of Laguna Hills Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment.

The analysis will also address any potential conflicts with the City's programs, plans, ordinances or policies addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, potential of a project to increase hazards due to a geometric design feature or incompatible use, or result in inadequate emergency access.

R. Tribal Cultural Resources

The De Novo team will provide AB 52 Native American consultation assistance. It is assumed that the City maintains a list of contacts for consultation under AB 52, but the De Novo team may request an AB 52 consultation list from the NAHC on behalf of the City should the City choose to request such a list from the NAHC. The De Novo team will prepare AB 52 letter templates and provide checklists, detailed instructions to ensure meaningful consultation with interested Native American groups in accordance with AB 52. If an assessment of tribal cultural resources is needed, De Novo will involve our cultural resources teaming partner to provide these services; refer to the Cultural Resources discussion above.

S. Utilities and Service Systems

Utility/service system providers will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand and/or generation of utilities/service systems based on the proposed land uses and if capacity and supplies are available to support the increased demand and/or generation. The analysis will also consider the potential physical effects associated with the relocation or construction of new or expanded facilities, if applicable.

T. Wildfire

The discussion will identify whether a project site is in or near state responsibility areas or lands classified as very high fire hazard severity zones. If located within a wildfire area, the analysis will address factors that could expose people or structures to fire or post-fire flooding or landslides, risk or impair emergency response, or require installation of infrastructure that could exacerbate fire risk.

2.7 GROWTH INDUCEMENT

This section will discuss ways in which a proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether a project influences the rate, location, or amount of growth.

2.8 ALTERNATIVES TO THE PROPOSED ACTION

The EIR will identify a reasonable range of alternatives which could attain most of a project's objectives but would avoid or substantially lessen any of the significant events of a project. The range of alternatives is anticipated to include a No Project Alternative, as required under CEQA, and additional alternatives focused on reducing the potential environmental impacts. The alternatives analysis will compare the environmental impacts for each alternative for the environmental topical areas analyzed in the EIR. The advantages and disadvantages of each alternative and the reasons for rejecting or recommending the respective alternative will be discussed; an environmentally superior alternative will be identified. A summary matrix will compare the impacts for each alternative environmental topical area and whether the alternative involves greater, reduced, or equivalent impacts when compared to a project.

2.9 ADDITIONAL SECTIONS

Additional EIR sections to meet CEQA and City requirements will be prepared and include the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented; Effects Found Not To Be Significant; Inventory of Unavoidable Adverse Impacts; and Organizations and Persons Consulted/Bibliography will be provided.

2.10 GRAPHIC EXHIBITS

The EIR will include exhibits to enhance the written text and clarify a proposed project's environmental impacts.

2.11 MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation. The Checklist will identify the mitigation measure outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section.

2.12 ADMINISTRATIVE DRAFT EIR SUBMITTAL

The previous tasks will result in the Administrative Draft EIR, which will be provided to City staff for review and comment.

3.0 DRAFT ENVIRONMENTAL IMPACT REPORT

3.1 SECOND ADMINISTRATIVE DRAFT EIR

De Novo will respond to one complete set of comments from City staff on the Administrative Draft EIR. The Second Administrative Draft EIR will be provided to City staff with all revisions made in track changes to assist in review of the document.

3.2 COMPLETION OF THE DRAFT EIR

De Novo will respond to a second review of the Administrative Draft EIR. Upon approval, De Novo will prepare the Draft EIR for the required 45-day public review period. In addition, the Notice of Completion (NOC) and Notice of Availability (NOA) will be prepared for submittal to the State Clearinghouse and the County Clerk, and for distribution to the City-approved distribution list. De Novo will file the notices with the State Clearinghouse and County Clerk.

4.0 FINAL ENVIRONMENTAL IMPACT REPORT

4.1 RESPONSE TO COMMENTS

At the conclusion of the Draft EIR public review period, the De Novo team will respond to written comments received by the City, as well as oral comments received during community meetings and public hearings. The Draft Responses to Comments will be prepared for review by City staff. De Novo will address one complete set of comments from City staff on the Draft Responses to Comments and will provide the revisions in track changes for ease of review. De Novo will respond to a second set of comments and finalize this section for inclusion in the Final EIR.

4.2 FINAL EIR COMPLETION

The Final EIR will consist of the Draft EIR and Response to Comments. Any revisions to the Draft EIR will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text.

4.3 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project. De Novo will submit the Draft Findings for City review and will respond to one complete set of City comments.

4.4 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of EIR certification.

5.0 PROJECT MANAGEMENT AND MEETINGS

5.1 PROJECT MANAGEMENT

Ms. Barker will direct preparation of and review the environmental document for compliance with CEQA requirements and guidelines and City CEQA procedures. Ms. Barker will coordinate with City staff and/or other stakeholder representatives as well as internal technical staff, support staff and word processing toward the timely completion of the environmental document, serving as an extension of City throughout

the duration of the project. In addition to weekly status updates, monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/ updates to the project schedule based on progress meetings and activities will also be provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); estimated completion percentage for each task; and accounting by individual working on each task for that billing period.

5.2 MEETINGS AND HEARINGS

Close coordination with City staff is essential. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Initial Study/Mitigated Negative Declaration

The following is a typical scope of work for preparation of an Initial Study/Mitigated Negative Declaration. As with preparation of an EIR, the work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Typical scopes of work for technical studies have been provided under Conceptual Work Program – Environmental Impact Report, above. Upon receipt of future RFPs from the City, the De Novo team will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT INITIATION

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

2.0 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines and as described in the conceptual EIR work program, above. The determination page will conclude the appropriate CEQA action based upon the environmental analysis.

3.0 ADMINISTRATIVE DRAFT INITIAL STUDY

The Administrative Draft Initial Study will be provided to the City for review and will include a Mitigation Monitoring and Reporting Program (MMRP) to identify appropriate monitoring steps/procedures and

provide a basis for monitoring such measures during and upon project implementation. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review.

4.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

With a conclusion in the Initial Study that no significant environmental effects will occur as a result of implementation of the project, a Mitigated Negative Declaration will be prepared for the 30-day public review period. De Novo will prepare the Notice of Intent to Adopt a Negative Declaration (ND)/Mitigated Negative Declaration (MND) for public review. De Novo will file all necessary notices with the County Clerk and State Clearinghouse.

5.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

5.1 RESPONSES TO COMMENTS

Upon completion of the public review period, De Novo will prepare a written response to the public comments for review by the City.

5.2 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Where necessary, the appropriate revisions will be made to the IS/MND text. Any additional text will be marked in underline format and any deleted text will be marked in strikeout format. The Draft Final IS/MND will be provided to the City for review and approval. We will make any additional revisions as directed by the City and prepare a Final Initial Study MND for consideration. The Final Initial Study will include a Mitigation Monitoring and Reporting Program, and any other information necessary for the City's staff report to the Planning Commission and/or City Council.

5.3 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of IS/MND adoption.

6.0 PROJECT MANAGEMENT AND MEETINGS

As provided in 5.0, Project Management and Meetings, under Conceptual Work Program – Environmental Impact Report, above, Ms. Barker will be responsible for management and supervision of the Project Team. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the Applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Third Party Peer Review

In addition to preparing technical analysis and environmental compliance documentation, the De Novo team is often called upon to provide third party peer review services for our clients. Our approach to conducting peer reviews involve the following considerations: 1) compliance with the CEQA Guidelines; 2) technical accuracy of analysis in support of conclusions and findings of significance; and 3) internal consistency of the document. CEQA and technical specialists will conduct the review, with a Principal

and/or Project Manager serving as the primary CEQA reviewer. Our reviews will result in a memorandum providing a determination of compliance, along with any suggested edits or noted deficiencies in the document. Following revisions to the draft technical studies and/or environmental compliance documents, De Novo will review the revised documents to ensure the comments provided in the third-party peer review have been adequately addressed and resolved. The De Novo team will also be available to participate in conference calls or in-person meetings, as necessary, to discuss any issues of concern, approach to analysis, and third-party peer review comments. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing our review and findings, and responding to questions.

TIMELINE

Following is a typical schedule for preparation of an EIR, IS/ND or IS/MND, and peer review of applicant-prepared technical studies and third-party peer review of environmental documents. The timing for peer review of applicant-prepared technical studies and third-party peer review of environmental documents can vary depending on the number and complexity of the technical studies and the environmental topical areas addressed in the environmental document.

Typical EIR Schedule	
Project Kick-off	Month 1
Notice of Preparation/Initial Study	Month 1
NOP 30-Day Public Review	Month 2
Prepare Technical Studies	Months 1 – 3
EIR Scoping Meeting	Month 2
De Novo Prepares Administrative Draft EIR	Months 2 – 5
City Review of Administrative Draft EIR	Month 6
De Novo Prepares Second Administrative Draft EIR	Month 7
City Review of Second Administrative Draft EIR	Month 7
De Novo Completes, Publishes, and Circulates Draft EIR	Month 8
EIR 45-Day Public Review Period	Months 8 – 9
Hearing during the Draft EIR Review to Receive Comments	Month 9
De Novo prepares Responses to Comments	Month 10
City Reviews Responses to Comments	Months 10 – 11
De Novo Prepares Administrative Final EIR	Months 11
City Reviews Administrative Final EIR	Month 11
De Novo Completes, Publishes, and Circulates Final EIR	Month 12
Certification Hearings	TBD

Typical IS/ND or IS/MND Schedule	
Project Kick-off	Week 1
De Novo drafts Project Description	Week 1
City Reviews/Approves Project Description	Week 2
Preparation of Technical Studies	Weeks 1 – 8
De Novo Prepares Administrative Draft IS/ND or IS/MND	Weeks 2 – 10
City Reviews Administrative Draft IS/ND or IS/MND	Week 11
De Novo Completes Draft IS/ND or IS/MND	Week 12
City Reviews Check Copy Draft IS/ND or IS/MND	Week 13
De Novo Distributes Public Review IS/ND or IS/MND	Week 14
IS/ND or IS/MND 30-Day Public Review	Weeks 14 – 18
De Novo Prepares Final IS/ND or IS/MND	Week 19
De Novo Prints and Distributes Final IS/ND or IS/MND	Week 20
Hearing	TBD

Typical Technical Study Peer Review Schedule	
De Novo Conducts Peer Review	Completed within 2 – 3 weeks of receipt
De Novo Conducts Review of Revised Technical Studies	Completed within 1 – 2 weeks of receipt

Typical Environmental Document Peer Review Schedule	
De Novo Conducts Peer Review of IS/ND or IS/MND	Completed within 2 – 3 weeks of receipt
De Novo Conducts Review of Revised IS/ND or IS/MND	Completed within 1 – 2 weeks of receipt
De Novo Conducts Peer Review of EIR	Completed within 3 – 4 weeks of receipt
De Novo Conducts Review of Revised EIR	Completed within 1 – 2 weeks of receipt

G. COMMUNICATION PLAN

Communication for on-call environmental contracts begins at the proposal stage and continues throughout project hearings and closeout. When an RFP is distributed by the City, De Novo will review the information and communicate any questions or clarifications to ensure the work program and associated scope of work accurately reflects the requirements of the project and the needs of the City as Lead Agency. We focus on providing a proposal that clearly communicates our understanding of the project and the proposed work program, including detailed tasks, timing, and fee. While we strive to provide an accurate and sufficient proposal the first time, we will work the City and Applicant, to revise and modify the scope of work as necessary.

Upon notice to proceed, the De Novo Project Manager will schedule a kickoff meeting with the City. We find this meeting to be integral to the success of the project and implementation of the work program. This meeting serves as an opportunity to discuss expectations, responsibilities, and communication procedures. The De Novo team will work with the City at project initiation to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints.

Throughout project development, we will review the status of all project tasks regularly to ensure they are progressing within the scheduled timeframe. A monthly progress report will identify the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. If issues arise that could result in schedule delays, we will make it a priority to coordinate with the City to find the necessary solutions to move the project forward. The complexity of some projects may require a regularly scheduled meeting with the City and De Novo to ensure progress is being made and the identified schedule is maintained. De Novo fully embraces these meetings and the opportunity to have more frequent contact with the City.

Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach ensures consistent and regular interaction and communication between City staff and the De Novo team. This allows for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City's Project Manager and between the De Novo Project Manager maintains the flow of data and allows for timely response to any issues, and ensures the work program stays on track.

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H. COMPENSATION/PAYMENT SCHEDULE

In accordance with the requirements of the RFP, materials for this section are provided in a separate sealed envelope.

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I. CERTIFICATE OF INSURANCE

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: De Novo Planning Group
Name (Please Print or Type)

By: _____ Principal
Consultant's Signature & Title

Date: July 5, 2024

This executed form must be submitted with proposal.

J. CERTIFICATION OF PROPOSAL

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 5th day of July, 2024, at Tustin, California.

Name of Proposer: De Novo Planning Group

By: _____
(Authorized Signature)

Type Name: Amanda Tropiano

Title: Principal

Date: July 5, 2024

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

Environmental Consultant Cost Proposal
On-Call CEQA Consulting Services

City of Laguna Hills | July 11, 2024

Revised September 10, 2024



SUBMITTED TO:

City of Laguna Hills
Jay Wuu, Senior Planner
24035 El Toro Road
Laguna Hills, California 926533

SUBMITTED BY:

De Novo Planning Group
Amanda Tropiano, Principal
180 E Main Street, Suite 108
Tustin, CA 92780
atropiano@denovoplanning.com
714.453.7711

PROJECT BUDGET

The cost estimate for an individual project is based on a variety of factors including the type of environmental compliance document, required technical studies, and site and project attributes. Due to the on-call nature of the RFP, a cost estimate cannot be specifically determined at this time. Rate sheets are included on the following pages.

Typical Direct Costs

Typical direct costs associated with preparation of environmental documents include the following. Please note that all direct costs are billed at-cost and are not marked-up. We also do not mark-up the fees of our subconsultants.

- Printing
- Mileage
- Postage
- Filing Fees
- Data Collection
- Vehicle Counts

Ranges of Fees for Documentation

The cost for preparation of environmental documentation can vary dramatically, based upon a number of factors for, including, but not limited to, the type of project, complexity of a project, its location, biological or cultural sensitivity, the amount and type of project management public meetings required, and the type and amount of technical studies required. The following represents a general ballpark estimated range of fees for services for the types of environmental documents that could be prepared under this contract.

- Initial Study/Mitigated Negative Declaration: $40,000 to $80,000
- Environmental Impact Report: $200,000 to $400,000
- Specialized and Categorical Exemption Memos: $5,000 to $20,000
- Peer Reviews: $1,800 each
- EIR Addendums: $30,000 to $65,000
- Technical Studies $3,000 to $90,000

Rates are established for the full term of the contract (i.e., from August 28, 2024 through August 27, 2026. Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

DE NOVO PLANING GROUP

CITY OF LAGUNA HILLS RATE SHEET

2024 Schedule

Principal	$210
Principal Planner	$185
Senior Planner	$150
Associate Planner	$130
Assistant Planner	$110
GIS Analyst	$125

FEHR PEERS

Laguna Hills CEQA On-Call

(August 2024 through August 2026)

Hourly Billing Rates: Revised August 29,2024

Classification	**Hourly Rate**
Principal	$380
Senior Associate	$290
Associate	$250
Senior Engineer/Planner	$210
Engineer/Planner	$185
Senior Engineering Technician	$180
Senior Project Accountant	$190
Project Coordinator	$160
Technician	$160
Intern	$140

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Exhibit A

MAT Engineering, Inc. Billing Rates

MAT Engineering, Inc.
17192 Murphy Avenue #14902
Irvine, CA 92623
at@matengineering.com
(949) 344-1828

Position	Hourly Rate
President	$180.00
Principal	$170.00
Associate Principal	$160.00
Senior Associate	$160.00
Associate	$150.00
Senior Engineer / Senior Planner / Senior Designer	$150.00
Engineer / Planner / Designer III	$120.00
Engineer / Planner / Designer II	$115.00
Engineer / Planner / Designer I	$110.00
Assistant Engineer / Assistance Planner / Assistant Designer	$80.00
Technician III	$75.00
Technician II	$65.00
Technician I	$55.00
Engineering Aide	$50.00
Administrative Assistant	$55.00

Notes:

PDF report copies of report are included in the fees. Printed reports charged at a minimum of $100.

For overtime work the above rates may be increased by 50 percent.

Client payment is not contingent upon client receiving payment from other parties.

Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law

Rev. August 2024

CHRONICLE HERITAGE HOURLY RATES

LABOR CLASSIFICATIONS	HOURLY RATE HIGH
Senior Principal	$265.00
Principal	$225.00
Principal Investigator/Technical Lead	$205.00
Senior Level	$170.00
Associate Level	$150.00
Staff Level	$115.00
Field/Lab/Research Assistant	$110.00
Intern	$75.00
Senior Maritime Archaeologist	$195.00
Maritime Archaeologist	$115.00
Geomorphologist	$195.00
Senior GIS Specialist	$150.00
GIS Specialist	$125.00
Senior Database Specialist	$215.00
Database Specialist	$140.00
Clerical/Work Processing	$140.00
Senior Editor	$140.00
Editor/Processing	$120.00
Administrative Assistant	$125.00

Exhibit A

Billing Rates for MD Acoustics, LLC

Compensation for Services

The Consultants Billing rates for services are as follows:

Position	Hourly Rate
Principal Consultant	$ 220.00
Sr. Acoustical Consultant	$ 178.50
Sr. Vibration Consultant	$ 178.50
Air Quality Specialist	$ 178.50
Consultant	$ 155.00
Engineering Technician I	$ 119.00
Engineering Aide	$ 83.00
Administrative Assistant	$ 78.00
Administrative Aide	$ 66.00
Clerical Aide	$ 60.00
Principal Controls & Vibration Engineer	$ 244.00
Senior Scientist Noise & Vibration	$ 226.00
Senior Design Engineer	$ 161.00
Expert Witness	$613.00
Mechanical Packaging Engineer	$ 178.50
COMSOL Expert & Modeling	$ 416.00
ANSYS Expert & Modeling	$ 416.00
Automobile Mileage	$ 1.13/mile

General

(1) Per Diem charges are based on current government rates based on area.

(2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased by 50 percent.

(3) Client payment for professional services is not contingent upon the client receiving payment from other parties.

(4) Billing statements for work will be submitted bi-monthly. Statements are payable Net 15 upon receipt by the client of the statement. Any statement unpaid after ninety (90) days shall be subject to interest at the maximum permitted by law.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from August 28, 2024 through August 27, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

Revised: August 26, 2024

PROFESSIONAL SERVICES AGREEMENT
Dudek
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 9th day of October 2024, 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 DUDEK, 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 professional services of a qualified land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services for the Project.

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 professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated July 11, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and (2nd) the provisions of the Consultant's Proposal (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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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, 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 **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, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 **Optional CPI Adjustment.** The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Rachel Struglia, Ph.D., AICP, Principal in Charge**. 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. *Intentionally omitted*.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost

estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: Dudek
Attention: Legal Department
605 Third Street
Encinitas, California 92024
Telephone: (760) 942-5147

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
DUDEK, a California corporation

By:
Joseph Monaco,
President and CEO

By:
Danielle Voss,
Vice President, Human Resources;
Assistant Secretary

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES

DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

ORIGINAL



TECHNICAL PROPOSAL

ON-CALL CEQA CONSULTING SERVICES

CITY OF LAGUNA HILLS

JULY 11, 2024

27271 Las Ramblas / Suite 340 / Mission Viejo, CA 92691 / 949.450.2525

DUDEK

A. Cover Letter

July 11, 2024

Jay Wuu, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: **On-Call CEQA Consulting Services**

Dear Jay Wuu:

Providing the City of Laguna Hills (City) with successful environmental consulting services requires an understanding of local regulatory compliance and resource issues—an understanding used thoughtfully and precisely to balance concurrent environmental analyses and project reviews. Dudek has provided environmental services to municipal clients for nearly 35 years and, as an on-call consultant, we are able to offer the City the following strengths:

On-Call Experts with Local Experience. We specialize in providing on-call environmental and planning services to California municipalities. Locally, we hold on-call contracts with the County of Orange and the Cities of Irvine, Anaheim, Costa Mesa, Fountain Valley, Fullerton, Mission Viejo, Newport Beach, Orange, San Clemente, and Santa Ana in addition to Laguna Hills, which we've held since 2018. We provide decision makers with the necessary information to comprehend each development application and work seamlessly with City planning staff to process all sizes and types of projects. Dudek has successfully completed more than 3,700 California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and state and federal environmental regulation documents for projects throughout California. Projects completed successfully in Laguna Hills include the Five Lagunas Project Addendum to the City of Laguna Hills General Plan Update Environmental Impact Report (EIR) in March 2016 and the Village at Laguna Hills Project Addendum to the City of Laguna Hills General Plan Update EIR in March 2021. We are currently working with City staff on a residential project in another area of the city.

Local, Responsive Project Management. Principal in Charge Rachel Struglia, PhD, AICP, and her dedicated staff have prepared numerous CEQA documents for both municipal and private projects in the County. Her experience and local knowledge allows her to prepare environmental documents that meet City standards and expectations. She will manage this project from our office in Mission Viejo, with support from our Encinitas and Pasadena offices. We also have a deep bench of planners to support the City, including our urban planning and design team members Gaurav Srivastava, Rachel Lindt, and Elizabeth Dickson, who will support this on-call contract with planning and design services, as needed.

Diverse Technical Specialties. As a medium-sized firm, Dudek is small enough for project managers to make nimble decisions and stay engaged with you from start to finish. We are large enough that our staff can tackle a spectrum of environmental and planning challenges. Our diverse team of experts understands how to work through projects with environmental issues.

We look forward to continuing our productive working relationship with the City. If you have any questions, please contact Ms. Struglia at 949.373.8318 or rstruglia@dudek.com. This fee estimate is valid for 180 days from the date of this proposal (July 11, 2024); after 180 days, Dudek reserves the right to reassess the fee estimate, if necessary. Dudek states that we are ready to execute the City's Professional Services Agreement form.

Sincerely,

Joseph Monaco, AICP
President and CEO

Rachel Struglia, PhD, AICP
Principal in Charge

Joseph Monaco is authorized to sign on behalf of Dudek.

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B. Company Data

Table 1. Requested Company Data Information

1. Official name and address.	**Dudek Headquarters** 605 Third Street Encinitas, California 92024
2. Name, address, and telephone number of the Proposer's primary point of contact.	Rachel Struglia, PhD, AICP 27271 Las Ramblas, Suite 340 Mission Viejo, CA 92691 949.293.7034
3. Indicate what type of entity (corporation, company, joint venture, etc.).	Corporation
4. Federal Employer I.D. Number.	95-3873865
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.	Company-wide Authorized Email Address: info@dudek.com 853 Lincoln Way, Suite 105, Auburn, CA 95603 | 530.887.8500 4900 California Avenue, Tower B, 2nd Floor, Bakersfield, CA 93309 | 661.843.6765 1001 Bannock Street, Suite 231, Denver, CO 80204 | 720.894.0184 750 2nd Street, Encinitas, CA 92024 | 760.942.5147 605 Third Street, Encinitas, CA 92024 | 760.942.5147 631 Lucerne Avenue, #14, Lake Worth Beach, FL 33460 | 561.925.5001 970 N Kalaheo Avenue, C206, Kailua, O'ahu, HI 96734 | 808.892.2000 78-075 Main Street, Suite G-203, La Quinta, CA 92253 | 760.341.6660 27271 Las Ramblas, Suite 340, Mission Viejo, CA 92691 | 949.450.2525 1904 Franklin Street, Suite 600, Oakland, CA 94612 | 510.601.2500 225 South Lake Avenue, Suite 225-M210, Pasadena, CA 91101 | 626.204.9800 605 NE 21st Avenue, Suite 200, Portland, OR 97232 | 971.930.1700 3615 Main Street, Suite 103, Riverside, CA 92501 | 951.300.2100 1810 13th Street, Suite 110, Sacramento, CA 95811 | 916.443.8335 2280 Historic Decatur Road, Suite 200, San Diego, CA 92106 | 619.591.1370 1645 South Rancho Santa Fe Road, San Marcos, CA 92078 | 619.980.7048 3760 State Street, Suite 101, Santa Barbara, CA 93105 | 805.963.0651 725 Front Street, Suite 400, Santa Cruz, CA 95060 | 831.600.1400 92 Lenora Street, Suite 108, Seattle, WA 98121 | 206.738.7902 223 East City Hall Ave. #503, Norfolk, VA 23510 | 757.530.8500 3133 West Frye Road, Suite 108, Chandler, AZ 85226 | 760.942.5147
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.	Dudek is 100% employee owned and the Dudek ESOP trust owns 100% of shares.
7. Number of years Proposer has been in business under the present business name.	Dudek has been under present business name for 18 years, but was founded in 1980.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.	44 years

9. Comparable Contracts

The following section demonstrates our extensive experience working on similar and related projects aligned with the scope of work. As an award-winning environmental practice, Dudek has had hundreds of contracts over the past 5 years. We have included the following recent and relevant projects to showcase our expertise and experience with comparable contracts.

VILLAGE AT LAGUNA HILLS

Client/Agency/Developer: Merlone Geier Management LLC
Project Manager: Rachel Struglia, PhD, AICP
Contract Amount: $314,884
Period of Performance: 2019–2022
Scope of Work/Project Description: Dudek was contracted to prepare the fifth Addendum to the City of Laguna Hills General Plan Environmental Impact Report (EIR) for the Village at Laguna Hills Project, which analyzed the changes in the project since the Five Lagunas Project approval. The Addendum was prepared pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164. The project is within the scope of the previously certified General Plan EIR, which adequately describes the proposed uses, activities, and development intensity/density for the purposes of CEQA. The project includes the redevelopment of the existing Laguna Hills Mall property through the demolition of approximately 562,653 square feet of the existing mall, construction of approximately 250,000 square feet of new commercial space, construction of 465,000 square feet of offices, construction of 512 additional multifamily dwelling units within five buildings for a total of 1,500 units, a new hotel with 100 to 150 rooms, and construction of ancillary infrastructure, parking, utility, and landscaping improvements. The project and Addendum were approved in March 2022.

FIVE LAGUNAS

Client/Agency/Developer: Merlone Geier Partners
Project Manager: Rachel Struglia, PhD, AICP
Contract Amount: $268,420
Period of Performance: 2014–2016



Scope of Work/Project Description: Dudek prepared an Addendum to the City of Laguna Hills General Plan EIR for the Five Lagunas project. The project includes the redevelopment of the existing Laguna Hills Mall property through the demolition of approximately 449,000 square feet of the existing mall, renovation of the remaining portions of the mall, construction of approximately 410,000 square feet of new commercial space, construction of 988 multifamily dwelling units within three buildings, and construction of ancillary infrastructure, parking, utility, and landscaping improvements. An Addendum to the City of Laguna Hills General Plan Program EIR (PEIR) for the project has been prepared pursuant to CEQA Guidelines Section 15164. The project is within the scope of the previously certified General Plan, including air quality, greenhouse gas (GHG) emissions, energy, historical resources technical report, archaeological resources assessment, and noise modeling, to support the findings in the Addendum. The project was approved in March 2016.

DISNEYLAND FORWARD

Client/Agency/Developer: City of Anaheim
Principal in Charge: Rachel Struglia, PhD, AICP (Project Manager during PM's leave of absence)
Contract Amount: $112,430
Period of Performance: 2021–2024
Scope of Work/Project Description: Dudek was contracted in September 2021 to assist the City of Anaheim with third-party review of the Supplemental EIR and associated technical studies for the Disneyland Forward Project. Dudek is reviewing the following technical studies: air quality, GHG emissions, cultural resources, historical resources, sewer capacity, water supply analysis, traffic study, and noise on behalf of the City. The goal of Disneyland Forward is to allow continued, long-term growth of The Disneyland Resort, which would provide flexibility as to the location for permitted uses within the Disneyland Resort Specific Plan No. 92-1 area and at properties within the Anaheim Resort Specific Plan No. 92-2 area owned or leased by Disney or other subsidiaries of The Walt Disney Company. The project would not increase the amount of previously approved square footage of development or hotel rooms in the Disneyland Resort Specific Plan. The project would provide for future streamlined administrative review by the City of Anaheim of Disney's development projects on Disney property. In summary, the project would modify the limits of internal district boundaries within the existing Disneyland Resort Specific Plan perimeter, rename districts within the Disneyland Resort Specific Plan, and establish Overlays for Disney's Anaheim Resort Specific Plan Properties. The project also would facilitate the use of improved technologies, such as energy efficient lighting and small cellular sites, and more low water landscaping that would be applicable to the entire Anaheim Resort.

2022-2025 CONSULTANT TEAM PROGRAM: ENVIRONMENTAL IMPACT ANALYSIS; UPDATED WITH 2024 -2027 ON CALL PROGRAM

Client/Agency/Developer: City of Irvine
Project Manager: Rachel Struglia, PhD, AICP
Contract Amount: $53,720 for Home 2 Suites Project (up to $1 million contract ceiling)
Period of Performance: 2022–2027 (with potential two-year extension)
Scope of Work/Project Description: Dudek was selected in May 2022 to be on call for the City of Irvine for environmental impact analyses. To date, Dudek has completed an environmental document for a 172-room Home 2 Suites by Hilton Hotel Project in the Irvine Business Complex. Dudek prepared the air quality, GHG emissions, energy, and noise technical studies to support the findings of the Addendum to the Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code EIR within 4 months. The project was successfully completed and approved in November 2022.

The Dudek team, led by Rachel Struglia, PhD, AICP, is in the process of completing a CEQA document for the expansion of the Maruchan manufacturing facility at 15800 Laguna Canyon Road. The project is expected to go to the Planning Commission in July 2024.

The City has also contracted with Dudek for the Irvine Gateway project, a new residential village with new parks, trails, and special use sites. The project will require an EIR and numerous technical studies, including aesthetics, agricultural resources, air quality, GHG emission, energy, construction heath risk assessment, biological resources, cultural resources, geology and soils, paleontology, hazards and hazardous materials, hydrology and water quality, noise, fuel modification plan, wildfire evacuation plan, and transportation.

COSTCO AND VINEYARD II RETAIL DEVELOPMENT

Client/Agency/Developer: Costco Wholesale Corporation
Project Manager: Rachel Struglia, PhD, AICP
Contract Amount: $695,639
Period of Performance: 2018–2020
Scope of Work/Project Description: The project applicants, Costco Wholesale and Retail Development Advisors, propose to develop an approximately 26.3-acre vacant site in the City of Murrieta. The project would include construction and operation of approximately 225,362 square feet of new development, including a Costco Wholesale (Costco) and gas station and, in adjoining parcels, standalone retail and fitness center buildings and in-line stores, one casual dining restaurant with drive-through and window service, and one drive-through fast-food restaurant. The project would include 1,215 parking spaces adjoining the retail and warehouse uses.

The Costco warehouse would be developed on an approximately 16.4-acre parcel composing part of the site and would consist of an approximately 153,362-square-foot warehouse building with a tire center. A separate gas station parcel of approximately 1.21 acres would be developed with a 32-pump gasoline sales facility with overhead canopy. The fuel facility would contain three underground storage tanks, a fuel additive underground storage tank, fueling stations, and a premanufactured metal canopy. The building surroundings would consist mainly of surface parking with some landscape areas. Parking and drive areas would be paved with either Portland cement concrete or asphalt concrete pavements.

The remaining retail development would be developed on an approximately 7.83-acre parcel on the east side of the future northerly extension of Warm Springs Parkway and would include development of approximately 72,000 square feet of retail buildings on a series of development pads, as follows: 37,000-square-foot fitness center; 16,000-square-foot major retail pad that may include an office store, pet supply store, health and beauty store, shoe store, or other similar retailers; service-oriented retail shops, such as a pickup and drop-off dry cleaner (no plant on site), hair salon, or phone store in 11,900-square-foot and 3,500-square-foot buildings; a 1,200-square-foot casual dining space with drive-through and window service; and a 2,400-square-foot fast-food restaurant with a drive-through.

IRVINE RANCH WATER DISTRICT ON-CALL

Client/Agency/Developer: Irvine Ranch Water District
Project Manager: Rachel Struglia, PhD, AICP
Contract Amount: $400,000
Period of Performance: 2020–Ongoing
Scope of Work/Project Description: Dudek has held three separate on-call contracts with the Irvine Ranch Water District since 2011 for the preparation of environmental documentation, with the latest contract being reissued in 2020. The project documents range from addendums to mitigated negative declarations (MNDs) on expedited schedules for the following: the Syphon Interim Facilities initial study (IS)/MND, Syphon Interim Facilities IS/MND Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 2, Reservoir Management System and Chlorine Analyzers and Reservoir Mixers/Samplers at Domestic Reservoirs Addendum No. 1, Fleming Zone 8 Reservoir and Pump Station Improvements Project IS/MND, and construction monitoring for Fleming Zone 8 Reservoir and Pump Station, which is ongoing.

10. Any failures or refusals to complete a contract and explanation.	**Long Beach Utilities:** In October 2023, Dudek and Long Beach Utilities mutually agreed to bring a contract agreement to an early close. This was a proactive decision, initiated by Dudek, with a focus on risk management for the benefit of both parties. Long Beach Utilities has conveyed their appreciation for the work Dudek has provided on the project. Both parties continue to maintain a positive relationship, remain in good standing with one another, and look forward to working together on future projects.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.	Dudek is 100% employee owned and the Dudek ESOP trust owns 100% of shares.
12. Financial interests in other lines of business.	Dudek operates its wholly owned subsidiary, Habitat Restoration Services Inc. (HRS).
13. Litigation/Adverse Judgement History.	**City of Carlsbad v. Ledcor Construction Inc.** Project Name: City's Joint First Responder Training Facility Claim Amount: The original claim against all parties (Ledcor being the main defendant) was $4.3 million. Cause of Action: Breach of contract, express and equitable indemnity, and declaratory relief. Other Party Contact: William Plummer | 760.602.2768 Role of Proposer: Construction Manager Proposed Project Manager George Litzinger On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The sult was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019. **Terra Lago Community Association v. Indo Land Ventures LLC, et al.** Project Name: Indio Landmark Lake Design Project Claim Amount: $25,275 (settled for $10,000) Cause of Action: Construction defect, design defect, and property damage. Other Party Contact: Karin Schmidt | 714.693.6725 Role of Proposer: Lake Liner Lead Proposed Project Manager: Jonis Smith On November 12, 2015, Terra Lago Community Association sued Indio Land Ventures for alleged construction defects arising out of the construction of a residential development complex located in Indio, California. Dudek was named as one of many cross-defendants for its role in preparing the lake-liner design; the other parties were involved in various construction aspects of the lake. Dudek did not participate in any supervision or other construction management activities. Plaintiff initially demanded $25,275 to settle the claims against Dudek, and their claims ultimately resolved in full for $10,000. The parties executed a settlement and release agreement, which the Court approved, and the case was dismissed in 2019. **Elsinore Valley Municipal Water District v. Water Works Engineers LLC, et al.** Project Name: The Railroad Canyon Water Reclamation Facility Yard Piping Project Claim Amount: $188,116.00 (no claim amount stated) Cause of Action: Negligence, breach of contract, and professional negligence Other Party Contact: Jason Dafforn or Larry Rein | 951.674.3146 Role of Proposer: Construction Manager Proposed Project Manager George Litzinger On November 12, 2021, Elsinore Valley Municipal Water District (the "District") filed a civil complaint against Water Works Engineers LLC (WWE) in California Superior

	Court, County of Riverside, for alleged design defects in a water reclamation facility. The District filed a first amended complaint against WWE on September 26, 2022, for breach of contract and professional negligence. WWE subsequently cross-claimed against the construction firm as well as Dudek (and other firms) for its role as construction manager. Dudek was not involved in the design of the project, denies any liability, and intends to defend itself vigorously. **This matter has now been dismissed.** Dudek has provided a lead contact to represent all parties for each litigation listed, as there are over 60 claimants between these cases, please reach out to Dudek for more information.
14. Termination of Contract "For Cause" History.	No contracts were terminated for cause in the past 5 years.

C. Resumes and Qualifications of Personnel

Key Personnel Staffing Plan

The Dudek team specifically chosen for this contract has the availability and capacity to provide services on upcoming City projects. Rachel Struglia has relevant, local project management experience and will make this contract a top priority. In addition, Dudek offers the City a team of over 60 additional support personnel who are accessible, committed staff members who are ready to begin work immediately.

Dudek is capable of pulling from our deep bench of over 800-plus subject matter experts with different specialties to accommodate the specifics of any project. We have a flat internal structure, meaning that our deep bench of senior staff, skilled managers, technical experts, and practitioners are available to support Ms. Struglia.

Our team of Dudek staff has been selected specifically based on the needs of the City of Laguna Hills (City). The entire team is located in Southern California; Principal-in-Charge Rachel Struglia is based in Dudek's Mission Viejo office. The team presented in this proposal is committed and available for this contract, with projected availabilities ranging from 30% to 80%.



Years with Dudek: 13

Education

University of California, Irvine
PhD, Environmental Analysis and Design, 1998
Arizona State University
MS, Justice Studies, 1993
University of Connecticut
BA, Anthropology, 1991
University of California, Riverside, Extension
Certificate in Educational Facilities Planning

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association
Association of Environmental Professionals
Orange County Water Association

RESUME

Rachel Struglia, PhD, AICP

PRINCIPAL IN CHARGE / POINT OF CONTACT / QUALITY ASSURANCE/ QUALITY CONTROL

Rachel Struglia is a project manager with 26 years' experience preparing CEQA/National Environmental Policy Act (NEPA) documents in both the public and private sectors. Dr. Struglia is experienced in managing CEQA documents for large infrastructure and development projects. She has also managed General Plan EIRs and Specific Plans, as well as infill, residential, commercial, industrial, and university and K–12 school EIR projects. Dr. Struglia leads Dudek's CEQA practice in Orange County.

Summary of Experience

Village at Buena Park Addendum to the City of Buena Park 2035 General Plan EIR, Merlone Geier Management LLC, Buena Park, California. Served as project manager for the Addendum to the City of Buena Park 2035 General Plan EIR (SCH No. 2009111026). The project applicant, Merlone Geier Management LLC, is planning to redevelop the Sears that closed in February 2020 at the Buena Park Mall located at 8150 La Palma Avenue in the City of Buena Park with 1,302 residential units, including 1,176 multifamily rental units and 126 townhomes, 39,000 square feet of amenity and lobby space, 149,000 square feet of open space, and 2,971 residential parking spaces. No less than 10% of the multifamily units would be affordable as stipulated in the project development agreement. The approximately 25-acre project site is bound by La Palma Avenue to the north, Stanton Avenue to the west, the Buena Park Mall property to the east, and single-family residential to the south. The project

site includes the Sears building, auto center, and surrounding parking lots. Dudek prepared the addendum and supporting technical studies, including air quality, GHG emissions, energy, historical resources, archaeological resources, and noise modeling to support the findings in the Addendum. Public controversy surrounded the density and height of the proposed buildings. After two public hearings with hours of public testimony, the project was approved in June 2023.

Facilities Master Plan PEIR, PS17-08, Orange County Sanitation District, Fountain Valley, California. Served as project manager. Dudek was contracted in March 2019 to prepare a PEIR for the Sanitation District's 2017 Facilities Master Plan. The analysis covers projects included in a 20-year Capital Improvement Program to ensure that the Sanitation District can sustain its infrastructure, meet future regulatory requirements, and continue to provide a reliable service to the public. It is composed of projects necessary to upgrade, replace, and rehabilitate aging facilities across the Sanitation District's system in central and northern Orange County. These include facilities at Reclamation Plant No. 1 in Fountain Valley and Treatment Plant No. 2 in Huntington Beach, the sewer collection system, and improvements at various pump stations. The project area spans 15 cities, as well as jurisdictional areas, in the County of Orange. The EIR is a combined Program/Project EIR, including 30 projects that are assessed at the project level and 45 that are assessed at the program level. An innovative aspect of the project is an interactive project map and a web-based approach to public scoping developed by Dudek. This EIR was certified in December 2020, and the first Notice of Determination under the Facilities Master Plan was filed in February 2021.

Costco/Vineyard II Retail Development Project EIR, City of Murrieta, California. Served as project manager for a new retail center, with Costco Wholesale as the anchor, located at the intersection of Interstate (I) 215 and Clinton Keith Road. The 26.3-acre vacant site includes construction and operation of 225,362 square feet of new development, including a Costco Wholesale and gas station, and, in adjoining parcels, standalone retail, fitness center buildings and in-line stores, one casual dining restaurant with drive-through and window service, one drive-through fast-food restaurant, and 1,215 parking spaces. The project was approved by the Planning Commission, appealed to and unanimously approved by City Council, then threatened with litigation that ultimately was not challenged. The EIR was certified in October 2020.

CLIENT HISTORY

As a 44-year-old, multidisciplinary firm, Dudek has served countless clients on various projects. Table 2 demonstrates municipal contracts within the Environmental Planning practice from the last 5 years.

Table 2. Recent Environmental Planning Contracts

Project	Client
On-Call CEQA	City of Fullerton
Irvine Ranch Water District On-Call	Irvine Ranch Water District
On Call Regulatory Permitting and Restoration Services	Orange County Public Works
On-Call Environmental Consulting Services	City of San Clemente
On Call Environmental	City of Anaheim
As-Needed Environmental Services	City of Mission Viejo
On-Call Environmental Site Assessments	City of Santa Ana
Master Services Agreement	Santa Ana Watershed Project Authority (SAWPA)
On-Call Environmental, Technical & Staffing Consultant	City of Costa Mesa
As-Needed Environmental Services	South Coast Water District



Gaurav Srivastava, AICP
TASK ORDER MANAGER

Years with Dudek: *13*

Education

Massachusetts Institute of Technology
MCP, City Planning, 2001

School of Planning and Architecture, Delhi
BArch, Architecture, 1997

Certifications

American Institute of Certified Planners (AICP)

Summary of Experience

Housing Incentive Overlay Zone, City of Fullerton, California

Old Town Newhall Specific Plan, City of Santa Clarita, California

Citywide Complete Streets Plan, City of Burbank, California

Mira Mesa Community Plan Update, San Diego, California

Professional Affiliations

American Planning Association

ULI Rose Center for Public Leadership, Faculty Advisor



Laura Masterson
TASK ORDER MANAGER

Years with Dudek: *3*

Education

California State University, Fullerton
MS, Environmental Studies, 2011

University of California, Los Angeles
BS, Marine Biology, 2007

Summary of Experience

Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code EIR, City of Irvine, California

Solar Plan Project IS/MND, Riverside Community College District, Norco and Moreno Valley, California

North Hollywood Chlorination Stations and NHOU2IR West Treatment Plant Project IS/MND, Los Angeles Department of Water and Power, North Hollywood, California



Daria Sarraf
TASK ORDER MANAGER

Years with Dudek: *2*

Education

University of Southern California
MA, Environmental Studies, 2014

University of Southern California
BM, Harp Performance (minor of Environmental Studies), 2013

Summary of Experience

The Derby Project EIR. City of Arcadia, California

160 North Cactus Warehouse Project Initial Study/Mitigated Negative Declaration, City of Rialto, California

Carson Gateway Specific Plan Project EIR, City of Carson, California

Professional Affiliations

Association of Environmental Professionals

American Planning Association



Alexander Hardy
TASK ORDER MANAGER

Years with Dudek: *5*

Education

San Francisco State University, MA, History (Environmental and Urban History emphasis), 2008

University of California, Berkeley
BA, History, 2000

Summary of Experience

As-Needed Environmental Services Contract, San Diego County Water Authority (Water Authority), California

First San Diego Aqueduct Treated Water Tunnels Rehabilitation Project, San Diego County Water Authority, Valley Center, California

Mission Trails Flow Regulatory Structure II and Flow-Control Facility, San Diego County Water Authority, San Diego, California

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Rachel Lindt
TASK ORDER MANAGER

Years with Dudek: *2*

Education

University of California, Los Angeles Luskin School of Public Affairs Master of Urban and Regional Planning, 2015

Dual Concentration in Design and Development and Transportation Policy and Planning

University of California, Santa Barbara, BA, Art Studio, Honors, 2010

Certifications

American Institute of Certified Planners (AICP), 2019

Summary of Experience

Urban Design and Housing Strategies, City of El Cajon, California

Mixed-Use Overlay Zone, City of Rancho Palos Verdes, California

Accelerating Redevelopment of Commercial Parcels into Sustainable Housing REAP Project, South Bay Cities Council of Governments, Multiple Cities, California

Professional Affiliations

American Planning Association



Chelsea Ohanesian
TASK ORDER MANAGER

Years with Dudek: *4*

Education

University of California, Davis
BS, Environmental Policy, Analysis and Planning with emphasis in Water Quality and focus on Wildlife Management, 2012

Summary of Experience

Meridian Gateway D-1 Aviation Center, Meridian Park LLC, Riverside County, California

Riverview Development Project, Integral Communities, City of Santa Clarita, California

Solaris Business Park, Country Club Ventures, City of Escondido, California

Professional Affiliations

American Planning Association – San Diego Chapter



Elizabeth Dickson, AICP
TASK ORDER MANAGER

Years with Dudek: *3*

Education

San Diego State University,
MA, City Planning, 2019

University of Montevallo
BA, Business Administration, 2009

Certifications

American Institute of Certified Planners (AICP), No. 34733

Summary of Experience

General Plan Update, City of Newport Beach, California

Comprehensive Zoning Code Update, City of Pico Rivera, California

Firearm Retailer Regulations, City of Burbank, California

Professional Affiliations

American Planning Association

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D. Organizational Chart

Dudek has assembled a team of professionals with a distinguished record of producing environmental documents compliant with CEQA. We offer an outstanding team of environmental planners supported by highly competent technical specialists.

The Dudek team provides the full range of technical skills required to prepare environmental documents and related tasks. Our team includes land use planners certified by the American Institute of Certified Planners (AICP), CEQA practitioners, certified environmental scientists, urban designers, land use specialists, transportation planners and engineers, infrastructure engineers, and public participation specialists. The key professionals who make up the Dudek team have experience in and direct knowledge of residential projects in communities similar to the City.

The Dudek team presented in this proposal has been handpicked for this specific contract. Our personnel will be committed to this contract, and no substitution of key team members will be made without prior written consent from the City. Dudek focuses on hiring and retaining the most qualified specialists by taking care of our professionals. As a result, we have low staff turnover and high career longevity, providing the City with a team that will stay with this contract throughout its lifespan. Because our environmental practice maintains a deep bench of qualified staff, we can easily provide a detailed transition plan in the event a personnel substitution is required.

Figure 1 outlines proposed lines of communication for this contract.

Figure 1. Dudek Team Organization



PROJECT MANAGEMENT

Principal in Charge/
Point of Contact/
Quality Assurance/Quality Control
Rachel Struglia, PhD, AICP

TASK ORDER MANAGERS

Laura Masterson
Daria Sarraf

Gaurav Srivastava, AICP

Alexander Hardy
Rachel Lindt, AICP

Chelsea Ohanesian
Elizabeth Dickson, AICP

PROJECT TEAM

Aesthetics
Josh Saunders, AICP
Eden Vitakis

Air Quality, Greenhouse Gas Emissions, Energy
Jennifer Reed
Adam Poll, LEED AP BD+C
Matt Morales
Ian McIntire
Collin Paludi

Aquatic Resource Delineations
Vipul Joshi
Megan Enright

Biological Resources
Tommy Molioo
Max Murray
Michael Cady
Galen Hagen

Grant Writing
Jane Gray

Cultural Resources
Adam Giacinto
Jessica Colston
Roshanne Bakhtiary

Historical
Katie Haley
Monte Kim
Fallin Steffen

Geology and Soils
Perry Russell
Eric Schniewind
Tracy Ortega

Urban Planning/Design
Asha Bleier, AICP, LEED AP BD+C
Catherine Tang Saez, AICP
Erika Kash
Henry Eckold
Kelly Bray
Laurie Grover

GIS Services
Mark McGinnis, GISP
Andrew Greis
Spenser Lucarelli

Habitat Restoration
Jake Marcon
Kyle Matthews

Paleontology
Michael Williams, PhD
Sarah Siren, PG, GISP

Hazards and Hazardous Materials
Glenna McMahon, PE, CEM
Nicole Peacock, PE, PG, REA
Audrey Herschberger, PE

Urban Forestry and Wildfire Analyses
Michael Huff, RCA
Noah Stamm

Hydrology and Water Quality
Perry Russell

Noise
Mark Storm, INCE Bd. Cert.
Dana Lodico, PE, INCE Bd. Cert.
Carson Wong

Transportation
Dennis Pascua
Lisa Valdez
Sabita Tewani, AICP
Mladen Popovic, AICP

Visual Storytelling
Raoul Rañoa

Editorial/Publications/ Document Control and Document Management
Steve Taffolla

E. References

The following references correspond to the relevant projects showcased in **Section B, Company Data**. We welcome your contacting any of the references listed for verification of Dudek's experience and qualifications.

Table 3. Dudek References

Description of Services Provided	Reference
On-Call Environmental Impact Analyses ▪ Two separate on-call contracts, one starting in 2021 and the second one a new contract extending the services to the City through 2027. ▪ Projects have included: Home 2 Suites by Hilton Addendum to the Irvine Business Complex Vision Plan and Mixed-Use Overlay Zoning Code Environmental Impact Report (completed in 2022); Maruchan Expansion Project Addendum to the EIR 540 for Planning Area 31 (to be completed in July 2024); Irvine Gateway EIR and technical studies (ongoing)	City of Irvine Ann Wuu, Senior Planner 1 Civic Center Plaza Irvine, California 92606-5207 949.724.6362 awuu@cityofrivne.org
On-Call Environmental Services ▪ Three separate on-call contracts with the Irvine Ranch Water District since 2011 ▪ Projects have included: Syphon Interim Facilities IS/MND, Syphon Interim Facilities IS/MND Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 1, City of Lake Forest Sports Park and Recreation Center Final EIR Addendum No. 2, Reservoir Management System and Chlorine Analyzers and Reservoir Mixers/Samplers at Domestic Reservoirs Addendum No. 1, Fleming Zone 8 Reservoir and Pump Station Improvements Project IS/MND, and construction monitoring for Fleming Zone 8 Reservoir and Pump Station	Irvine Ranch Water District Kellie Welch, Water Resources Manager 15600 Sand Canyon Avenue Irvine, California 92618 949.453.5604 welch@irwd.com
On-Call Environmental Assessment and Air Quality Services ▪ On-call environmental and air quality services since 2017 ▪ Projects have included CEQA and NEPA documents, technical reports, and resource surveys for a variety of water and power projects, including As-Needed Biological and Cultural Resources Surveys; Haynes Generating Station Units 3, 4, 5 Demolition Project; San Fernando Valley Groundwater Remediation Support; and Aerial Infrastructure Mapping	Los Angeles Department of Water and Power Jane Hauptman, Environmental Specialist 111 North Hope Street Los Angeles, California 90012 213.367.4211 jane.hauptman@ladwp.com

F. Project Understanding, Overview, and Approach

Understanding

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting community interests. We have a long history of providing environmental services to municipalities in the County, and know the local environmental resources and agency policies pertaining to resource management, development impact assessment, and mitigation.

With more than 70 successful on-call Southern California municipal contracts, Dudek has built a reputation for providing exemplary supplementary environmental, planning, regulatory, engineering, construction management, operations, and funding expertise, offering municipalities a cost-effective way to accomplish short- and long-term goals. Dudek's project managers are empowered to make nimble decisions and quickly draw from our pool of technical experts, including:

- CEQA/NEPA specialists
- AICP-certified land use planners
- Community planning specialists
- California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS)-certified biologist
- Registered Professional Archaeologists
- Registered Landscape Architects
- Certified arborists and foresters
- Noise and air quality specialists
- Certified geographic information system (GIS) professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed Professional Engineers (PEs)
- Licensed contractors

We will expand the City's ability to tackle more projects with our skilled staff, and will expedite complex project processing by leveraging our long-standing relationships with regulatory agencies. We will integrate into your team in the most seamless and productive way possible, mobilizing specialized technical professionals quickly to meet City project needs.

Approach

PRELIMINARY REVIEW OF PROJECTS

We can assist the City in early review of planning applications and advise on the type of CEQA document that may be required based on the project description. We can also prepare feasibility studies in case the City or an applicant needs information regarding the types of impacts their project may have.

PREPARATION OF CEQA DOCUMENTS

Dudek has prepared more than 3,700 environmental documents in compliance with CEQA and NEPA for large and small projects throughout California, in addition to managing the environmental review process for many local

agencies on a contractual basis. Completed documents include EIRs, MNDs, negative declarations (NDs), and categorical or statutory exemptions, per CEQA; and environmental impact statements, environmental assessments, categorical exclusions, and findings of no significant impact, per NEPA.

Our team of scientists, planners, landscape architects, economists, and engineers have reviewed hundreds of technical reports to certify the analyses in CEQA/NEPA documents are technically accurate and legally sound. Dudek prepares complete and legally defensible environmental review documents supported by substantial evidence. The Dudek team has participated in all aspects of the environmental review process, including:

- Preparing and managing the Notice of Preparation scoping process
- Conducting third-party review of technical studies/plans
- Conducting site investigations
- Preparing all environmental document drafts and associated technical studies
- Cataloging and managing the response-to-comments process
- Handling/facilitating all aspects of public participation
- Preparing and processing all components of the final CEQA or NEPA document
- Presenting and testifying at Planning Commission and City Council public hearings
- Filing all applicable notices with the appropriate authorities
- Complying with agency regulations

Dudek Services Provided

Services are expected to include (but are not limited to) conducting preliminary review of projects for CEQA purposes; preparing CEQA documents for the City, including, but not limited to, ISs in support of ND/MNDs/mitigation monitoring and reporting programs, addendums to EIRs, EIRs, and Notices of Intent/Preparation/Determination/Exemption; providing peer review of CEQA documents prepared by project applicants; conducting and/or supporting CEQA review for the following potential projects: EIR for Urban Village Specific Plan Amendment, EIR for potential updates/amendments for the Five Lagunas project, EIR for potential projects within the Alicia Gateway Opportunity Area, Upcoming Housing Element Update (RHNA), and potential updates/amendments to the General Plan; reviewing CEQA/NEPA documents from neighboring jurisdictions/agencies; holding required consultations (i.e., Native American Heritage Commission); and conducting scoping meetings.

Dudek has one of California's largest, most experienced teams for CEQA document preparation. Our environmental planners have prepared and processed more than 3,700 CEQA/NEPA documents for a variety of large and small development, restoration, and conservation projects throughout the United States. Combining comprehensive analysis and research-based findings, we provide legally defensible documents that are supported by substantial evidence, none of which have ever been successfully overturned in court. We conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner.

Dudek's environmental experts work collaboratively with clients; local, regional, state, and federal agencies; and the public to clearly define project objectives, address concerns, and outline appropriate processes. We apply practical CEQA knowledge to comply with current laws, regulations, and case law. Our planners help clients creatively solve regulatory challenges within financial and scheduling constraints.

We produce complete CEQA documents done right the first time. Our environmental planners work with our in-house technical editors and graphic designers to prepare high-quality documents that are clearly organized and easily interpreted by the public, agencies, and decision-makers responsible for future project development.

Dudek performs all CEQA technical studies in-house, in addition to providing relevant services, including Phase I and Phase II Environmental Site Assessments (ESAs), wildfire protection planning, water supply assessments, and water quality management plans. **Table 3** provides an overview of how our qualifications will help the City meet its goals.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Air Quality and GHG Emissions 	Dudek's team of 12 full-time air quality technical specialists have prepared air quality and GHG emissions impact analyses for construction and operation of a variety of projects throughout California, including residential and commercial developments. Our team also prepares technically accurate health risk assessments and energy analyses. Dudek has expertise with industry standard emissions estimator and dispersion models and develops tailored approaches per project specifics and applicable analysis framework.	▪ Our depth of experience allows us to cost-effectively navigate complex air quality/GHG emissions requirements. ▪ In-house staff prepare accurate, legally defensible technical studies to help meet aggressive project deadlines.
Biological Resources 	Our team of more than 50 biologists work and consult regularly with USFWS, U.S. Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board to obtain project-specific permits that keep projects on schedule and in compliance. Our staff includes experts in botany, mammalogy, herpetology, entomology, ornithology, habitat assessment and mapping, spatial analysis, and habitat and wetlands restoration.	▪ Our biological team provides surveys for the plant and wildlife species across Orange and Los Angeles Counties. ▪ In-house staff have the required state and federal permits to conduct surveys for threatened or endangered wildlife species.
Regulatory Permitting and Coordination 	We prepare comprehensive and easily accessible submittals based on our knowledge of the applicable regulations and our specific experience with the standards and processes of each agency and its local staff. Our job is to know what information needs to be provided, verify the information is complete and accessible, and foresee potential issues so we can help project owners prepare for potentialities.	▪ Experience with local representatives of federal and state resource agencies, including USFWS, USACE, National Marine Fisheries Service, U.S. Geological Survey, and more.
Habitat Restoration 	Our expert staff combine ecological expertise, the ability to synthesize a broad array of data, and the imagination to design and implement practical habitat solutions. We understand the interrelated elements of ecology, construction technology, and government regulations needed to assemble and guide a habitat restoration program to a successful conclusion.	▪ We offer turnkey solutions to plan, permit, implement, and obtain resource agency approval and final sign-off. ▪ Our site assessments accurately identify opportunities and constraints needed to make sensible, cost-effective decisions.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Cultural Resources 	We direct and execute all phases of cultural resources investigations, including surveys, significance determinations, and data recovery mitigation programs. Our capabilities include CEQA and Section 106 of the National Historic Preservation Act documentation, constraints/feasibility analyses, literature overviews and archival research, predictive modeling, field inventories, archaeological sampling, significance and eligibility evaluations, data recovery, monitoring and compliance oversight, mitigation implementation, Native American consultation, and more.	▪ Our archaeologists hold all necessary permits to conduct cultural resources investigations on federal and state lands. ▪ In-house staff are listed professional consultants on local registers and with the Register of Professional Archaeologists.
Built Environment/ Historic Resources 	We specialize in treatment and significance evaluations for historic-era buildings and structures in consideration of the National Register of Historic Places, California Register of Historical Resources, and local-level evaluation criteria and integrity requirements. Our team of nine full-time architectural historians meet the Secretary of the Interior's Professional Qualification Standards for History and Architectural History. We have extensive experience in assessing impacts to significant historical resources for projects that fall under CEQA and Sections 106 and 110 of the National Historic Preservation Act.	▪ Our diverse team of experts understands how to work through projects with historical resource issues. ▪ We have a solid understanding of the regulatory process and develop creative solutions centered on budgetary considerations.
Paleontological Resources 	Our team includes five full-time paleontologists and numerous as-needed paleontological technicians and experts. We provide all necessary paleontological services, including preconstruction surveys, paleontological records searches, standalone paleontology reporting and CEQA document preparation, preparation of paleontological mitigation plans, construction monitoring, fossil identification and significance determinations, sediment screening for microfossils, all aspects of fossil lab work and curation, and accessioning fossils into local museums.	▪ Our full-time paleontological staff have longstanding connections with the Cooper Center in Santa Ana, which is the official Orange County fossil repository. ▪ Our two paleontological principal investigators worked at the Natural History Museum of Los Angeles County and maintain a relationship with museum staff.
Noise and Vibration Studies 	We guide public agencies through assessment of project noise control and sound abatement needs. Our noise experts conduct baseline field noise level surveys, perform predictive analyses with 3D sound propagation models, determine impact evaluation criteria for noisy construction and operational equipment during project planning, and support design of effective mitigation strategies.	▪ We implement a practical, cost-effective approach to help attain compliance with relevant regulations and policies.
Traffic and Transportation 	We provide technical transportation planning and engineering, traffic impact assessment (Vehicle Miles Traveled and Level of Service), engineering design, and CEQA expertise. We quantify project effects using the current methodologies and criteria for project-specific transportation issues. We use advanced analysis and design software, such as Synchro/SimTraffic, PTV Vistro and Vissim, SIDRA (roundabouts), Highway Capacity Software, AutoCAD, and AutoTURN.	▪ In-house transportation group has planners and professional engineers to prepare Transportation Impact Analyses and parking assessments. ▪ We help tackle short- and long-term transportation and parking challenges.

Table 4. Dudek Services

Service	Qualifications	Benefits to the City
Hazards and Hazardous Materials 	We conduct ESAs and remediation to evaluate and mitigate environmental/ hazardous waste liabilities associated with project sites. Our experts have prepared thousands of Phase I and II ESAs for a wide range of project types: agricultural, industrial, residential, commercial, oil fields, schools, renewable energy facilities, transportation rights-of-way, recreational, and open space. We have designed, permitted, and implemented many types of remediation, including dig-and-haul, in-situ chemical oxidation, soil vapor extraction, and pump-and-treat.	▪ In-house team includes licensed environmental engineers, geologists, hydrogeologists, and permitting specialists who have local knowledge and experience. ▪ Extensive knowledge of hazardous waste rules and regulations. ▪ Collaborative relationships with regulators.
Hydrogeology and Water Quality 	We perform hydrologic, hydraulic, and water quality analysis to support a broad range of permitting efforts, including Clean Water Act 401/402/404 permits and CDFW 1600 permits, as well as EIRs and CEQA-related documents. We are familiar with water quality standards/regulations and the ways in which they may affect the construction and operational phases of industrial facilities and linear projects.	▪ In-house team provides proven and complete stormwater, surface water, and groundwater quality resource services. ▪ We coordinate planning, design, and project implementation in a timely and cost-effective manner.
Water Supply Assessments and Utility/Sewer Studies 	We estimate increases in water supply demand, wastewater generation, solid waste generation, and public service demands to evaluate potential impacts to public services and utilities. Using available projection factors, infrastructure Master Plan documents, urban water management plans, and other existing documentation, we conduct assessments for municipalities across Southern California.	▪ In-house environmental scientists and engineers work together to analyze and manage the complete lifecycle of water. ▪ We assess potential impacts to public services from any proposed project.
Wildfire Protection Planning 	Our foresters and fire protection planners are well versed in California's natural landscape fire ecology. We specialize in evaluating the unique fire environment each project site presents; we then use that information to plan for and mitigate against worst-case fire conditions. We have completed hundreds of fire protection plans, obtaining approvals in numerous jurisdictions across Southern California.	▪ In-house fire and forestry staff have decades of experience in Orange County. ▪ Our team includes fire marshals and fire prevention officers as well as fire protection planners, wildfire behavior modelers, and former fire fighters
GIS 	Our experts bring a variety of skills related to data management, cartography, analysis, modeling, enterprise database and application development, and mobile field data collection. We have provided GIS and technological services for more than 30 years and deliver an average of 5,000 GIS analytical tasks completed annually.	▪ Our team's high-quality graphics and data analysis services are available as part of the contract. ▪ We provide practical, cost-effective GIS solutions.
Publications Services 	Dudek's publications team specializes in complete document solutions, helping clients manage complex technical publications under tight deadlines. Prioritizing quality control and on-time delivery, the publications team edits, formats, produces, and delivers between 3,000 and 4,000 documents each year.	▪ We excel at high-volume document production and use a variety of tools to maintain project schedules, producing well-written deliverables on time.

Additional Services

URBAN FORESTRY AND ARBORIST STUDIES

Our urban forestry team is one of the most diverse and experienced in the state. We have more than 20 years' experience working throughout California on various street tree and urban forest projects. We also have extensive experience assisting municipalities with on-call arboricultural consulting and technical services to augment staff expertise or provide additional support. Our urban forestry and arboriculture professionals' varied backgrounds and expertise provide a well-rounded perspective and proven techniques for urban forest assessment, mapping, and management.

We have twenty foresters three of which who specialize in native oak tree planning and management. We analyze project impacts to native oak trees, stands, and woodlands; determine which trees can be preserved and which will require removal; and develop ecologically sensitive oak mitigation plans. Additionally, we have extensive experience creating and/or reviewing oak- and scrub-oak-related arborists' reports.

As technology evolves, our urban foresters devote significant time to remaining current on vital technologies. Our team members include two registered consulting arborists, five certified arborists, one certified forester, one licensed registered professional forester, and one licensed landscape architect.

URBAN PLANNING/DESIGN

Dudek provides urban design services to public and private-sector clients. Our urban designers (all of whom are dually trained architects and city planners) understand that great places derive their success from the synergies of thoughtful urban design, first-rate infrastructure, and excellent mobility. At every scale, we emphasize the importance of rigorous analysis in successful problem-solving and demonstrate that accurately defining the problem is the crucial foundation to solving it.

We are adept at using the latest graphic design, GIS-based, and 3D-modeling software to study existing conditions, test alternative scenarios, and illustrate future change. Effectively communicating improvements and interventions in the urban environment lies at the heart of our work.

Our urban designers place a special emphasis on simple, elegant, and visually compelling graphics to communicate complex technical data, information, ideas, and visions in easy-to understand formats. We understand that distilling and simplifying complexity (and stripping it of planning jargon) is a critical first step in conducting informed conversations with the public.

Our approach to shaping cities and communities is, at its core, reformist. We know that the planning tenets that have shaped our profession have emerged from an exclusionary worldview, and that it is no accident that our cities find themselves segregated by income, class, race, and ethnicity.

Our urban design team strives to question these long-standing planning frameworks to reveal their follies. We strive to:

- Provide cities with the tools to dismantle policies that used class, race, or ethnicity to explicitly or implicitly determine where people can and cannot live.
- Help cities regain a balanced use of their public realm. For too long, they have surrendered their streets and places to the needs of machines.
- Curb the sprawling, predatory tendencies of human habitation, blind to its impacts on our planet's other occupants.

GRANT WRITING

Dudek understands that grants are an integral part of funding projects, programs, and infrastructure across the United States. In our 17 years of working on grants, our team has supported districts, municipalities, Joint Powers Authorities, and nongovernmental organizations statewide in identifying grant opportunities, scoping competitive projects, and developing technically competent grant applications for the successful award of monies. Dudek staff are well versed in a variety of grant programs, and we work with our clients to strategize in advance of the release of grant solicitations so that projects are ready and competitive. Our team understands that successful applications require a well-rounded project justification, both narrative and technical acumen, and an understanding of the subject matter.

VISUAL STORYTELLING

Dudek's Creative Services group, comprising Design and Layout, Media Production, and Visual Storytelling teams, has extensive experience providing engaging design and visual communications that translate technical subjects and marketing messages effectively. Our designers specialize in developing creative and powerful visuals that communicate complex information to a variety of audiences through infographics, printed materials, 3D renderings, and audio/video presentations. Dudek's Visual Storytelling team specializes in creating simple, elegant, and compelling visuals that communicate complex data and ideas.

VIRTUAL COLLABORATION/PUBLIC ENGAGEMENT

Dudek's technological systems can help expedite projects. We offer an increasing number of tools to facilitate efficient, productive virtual collaboration with our clients, including:

- File sharing/storage via ShareFile, allowing Dudek to store, share, and exchange files with the City
- Document co-authoring that permits simultaneous document collaboration through SharePoint via setup of a client portal
- Client web portals that are custom-built for access via dudek.com and set up according to client and/or project specifications
- Virtual deliverables that are produced and uploaded to the City's online portal and/or another website as specified by the City, saving time and money
- Mobile data collection and reporting that delivers results and analysis directly to the City from the field
- Virtual meetings and presentations using Zoom, allowing real-time, face-to-face video communication and screen sharing with the City

AERIAL SURVEYING AND MAPPING

Dudek's uncrewed aerial systems team has years of experience providing uncrewed aerial vehicle (UAV)-based mapping services. We have mapped more than 1,000,000 acres across North America in the past 7 years using Light Detection and Ranging (lidar), magnetometers, multispectral cameras, and aerial imagery cameras to develop topographic maps, multispectral assessments, color orthophotos, infrared solar panel inspections, construction monitoring projects, and survey-grade as-built site verification maps. By applying the right technology, we deliver data accurately, quickly, and safely for our clients.

Aerial Photogrammetry and Topographic Surveys: We combine new UAV technology with traditional aerial photogrammetry and topographic mapping to deliver highly accurate maps of infrastructure and construction sites that are certified by a licensed professional land surveyor and photogrammetrists.

Infrastructure Inspections: We utilize the latest UAV sensor technology located at a safe distance from assets to provide high-quality inspections.

Quantities Calculations: We utilize quality UAV RIEGL lidar units with high-end inertial measurement units for all of our aerial data collection. This results in the high-quality elevation point clouds. All of our quantities' calculations are tied down to local survey monuments, and surveys are stamped prior to delivery to our clients.

Landslide Monitoring: Dudek has been utilizing UAV lidar and aerial imagery to inspect and monitor landslides for the State of Hawai'i Department of Transportation during several major landslide incidents in 2018 and 2019. Dudek utilized UAV lidar and aerial imagery to document the conditions after the slide and to continually monitor the sites over the 8 months of stabilization construction work through post-construction as built documentation.

Construction As-Built Surveys: Dudek uses high-accuracy aerial imagery and lidar data from UAVs to generate accurate as-built drawings of facilities. All surveys are integrated with local controls and site monuments to tie the surveys to existing engineering design drawings.

Dam and Debris Basin Cleanout Volumes: We combine UAV lidar and aerial imagery to accurately map streams, dams, and debris basins to calculate the volume of debris and types of debris so work orders can be planned with accurate volume calculations.

Project Management Philosophy and Approach

Work under this contract will be task-order based, which requires an organized and communicative contract manager; Dudek offers this through the services of Project Manager Rachel Struglia. Our project management philosophy for this contract is based on lessons learned from as-needed contracts with similar Southern California agencies. Drawing on knowledge from related projects, Dr. Struglia will make decisions that enable continuous forward project momentum.

Dudek's project management approach matches you with an empowered project manager who provides responsive client service and years of experience that aid project efficiency and delivery. Dudek staff take our commitment to client responsiveness seriously, leveraging state-of-the-art technology to maintain productivity and keep our teams connected, both internally and externally. We provide robust virtual support for our clients, maintaining continuity in critical projects across any scenario.

Dudek's organizational structure places clients at the top, with our project management directly supporting you. There is no middle management to slow decision-making processes or hinder your project progress. Project managers are well informed, practiced, and empowered to harness the full resources of our firm. Whether it's a quick phone call or an additional scope element, our project managers can mobilize new approaches, resources, and team members quickly to meet your needs.

Our as-needed staffing helps public agencies cost-effectively:

- Manage technical staffing levels to meet short-term or long-term needs in response to fluctuating workloads
- Quickly access specialized technical expertise to supplement staff for complex projects challenges
- Use contract technical staff with experience working seamlessly as part of municipal staff for positions that interact with the public

We are well versed in the needs of local cities, agencies, and water districts and we bring our depth of technical knowledge, experience, and successful project management approach to each project. Our professionals are trained to understand agencies' processes and apply our expertise within that structure. The result is maximized efficiency without sacrificing valuable time and energy.

Dudek has built a strong reputation for helping public officials effectively progress through California's ever-increasing regulatory maze, providing the appropriate team of experienced scientific, engineering, and regulatory professionals. Our comprehensive approach and experience will provide the City the following:

- **The Right People.** We provide an experienced project manager who will draw from Dudek's 800-plus environmental professionals to bring the appropriate expertise to your project, considering project needs and available budget.
- **Local Understanding.** We hit the ground running, thoroughly researching the issues, discussing with your key staff, and bringing a key understanding of California's regulatory laws and in-depth knowledge of the City's service area and related environmental issues.
- **Strong Reputation with Regulatory Agencies.** Our professional scientists and planners have established strong working relationships with the local staffs of California's regulatory agencies, which is vital for keeping projects moving and obtaining final approvals. We are knowledgeable about the interagency agreements and local regulations involving your project.
- **Cost-Conscious Solutions.** Our staff focus on implementation and are cost conscious. We know the City's budget constraints and will collaborate with your staff to achieve a cost-effective approach for compliance.
- **Collaborative Teamwork.** Our project managers recognize the importance of being part of the City team. We work with staff and customers in a professional, collaborative, and friendly manner.
- **In-Depth Experience.** Our project teams have worked with dozens of agencies on a wide variety of difficult projects. We will provide you and your staff varying perspectives on scoping and cost based on our experience successfully completing hundreds of municipal projects.
- **Prompt Communication.** We provide frequent and regular reporting on key work tasks, meetings, and processes. We get in front of developing problems by keeping you informed when the City staff may need to get involved, and offer alternatives to mitigate unnecessary delays. We respond quickly to requests and emergencies, as needed.
- **Comprehensive Service.** We are a one-stop shop for your regulatory needs. Complementing our array of in-house expertise is our wide network of top-notch teaming partners throughout California. We will provide the City a highly qualified, locally knowledgeable team of professionals who regularly work together to effectively complete difficult environmental and regulatory projects throughout California.

Project Planning and Organization

Dudek leadership takes pride in our open culture and flat management structure, which offers our clients operational flexibility that proves useful when serving high-volume, on-call contracts. Our project managers can nimbly assign staff and can quickly acquire the necessary resources to get projects done, with open communication across our entire organization helping to quickly resolve overlapping priorities. Dr. Struglia will work with our staff of more than 50 CEQA/NEPA practitioners, 60 biologists, 45 cultural resource specialists, and more to bring the appropriate expertise to your project, considering project needs and available budget. She will provide frequent and regular reporting on key work tasks, meetings, and processes. She will get in front of developing problems by keeping the City informed when staff may need to get involved and will offer alternatives to mitigate unnecessary delays. Dr. Struglia is committed to responding quickly to requests and emergencies, as needed.

Proposed Line of Communication

The most effective project manager is one who facilitates the continuous flow of information, data, instructions, and guidance among the City, Dudek team members, and subconsultants. When maintaining this flow, we utilize resources efficiently and minimize wasteful rework. We achieve constant communication through the following:

- Regularly calling or emailing the City's key contact staff person to discuss project milestones, activities, and potential issues
- Holding regular project management meetings with key project staff to coordinate work efforts, monitor task completion, and review budget conformance
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules
- Meeting with City staff at design milestones and other strategic junctures
- Diligently documenting issues, action items, and decisions

Project Controls

ON TIME AND WITHIN BUDGET

Dudek has a reputation for consistently delivering projects on time and within budget. We rise to the challenges of meeting tight timelines and, in doing so, have developed an expertise in critical path management, fast-track scheduling, efficient staffing, and workload management. We have achieved this record of on-time performance through the consistent application of several fundamental strategies: early identification of methodologies to be used, determination of existing issues, implementation of an interactive process, and use of consistently applied administrative systems.

Communication is key to a successful project, and Dudek's project manager, Ms. Struglia, will provide monthly or, if needed, more frequent status updates to the City to identify work completed, work underway, and any needs for project data or information.

Dudek uses a variety of tools to maintain budgets, including Deltek software, which allows real-time checking of project time and materials costs and other digital aids to manage projects. Additionally, all of our project managers have been through our internal Project Management Training course and understand the importance of adhering to budgets.

INTERNAL CONTROL MEASURES

Project Planning Tools

Dudek's management team will work together to meet communication goals and keep the project on schedule and budget using the following:

- **Project Kickoff Meeting.** The management team will attend a project kickoff meeting with key team members. This meeting will be critical to the ultimate success of the project, as it provides an opportunity for all parties to discuss the project, review the scope, and formalize key assumptions. Dudek will provide a detailed agenda that addresses project overview, requests for information, communication protocols, budget, and schedule. This meeting will also offer an opportunity to confirm document format

requirements, points of contact, status report details, and any other logistical, technical, or procedural concerns. We approach every project with the understanding that attention on the front end can save substantial time and costs in the long run.

- **Lines of Communication.** After the kickoff meeting, Dr. Struglia will distribute a key contact list to all team members, confirming communication protocols and contact information.
- **Master Deliverables List.** Dudek will prepare a master deliverables list with key document development milestones, such as draft deliverables for review, review periods, and possible meeting dates with the City to resolve comments, if needed. Dudek will also provide the City with a customized style guide to maintain consistency of key project terms, references, format, and style. Dudek uses online meeting tools for collaborative document revisions with City staff and efficient resolution of comments, if needed. Dudek will manage and update the master deliverables list, make it available to all team members, and communicate accurate status updates to the team. Using this tool, Dudek will provide the City project manager with up-to-date status reports as requested.
- **Schedule and Budget Tracking.** The management team will use a schedule-tracking tool to meet important milestones for task orders issued under this contract. Similarly, we will use Deltek software to track all budget line items and deliver an accurate monthly balance for each.
- **Progress Reports.** Dr. Struglia will prepare regular progress reports that will include a list of tasks completed during the period, a list of tasks anticipated during the coming period, a project schedule update, a summary of the schedule, and any outstanding scope of work or information request issues.

Quality Control/Quality Assurance

At Dudek, we know our reputation is defined by the quality of our work, and we take great pride in delivering consistently high-quality plans, documents, and supporting material to our clients. Meeting this standard requires discipline, which is why we implement a rigorous quality assurance/quality control (QA/QC) process for all client deliverables. The cornerstones of our program are described here:

Senior Technical Oversight and Administrative Management

Dudek's QA/QC program consists of senior staff oversight and administrative management. We are committed to engaging in clear communication and cooperation with the City, holding regular conference calls and preparing agendas to assist teams in clarifying any issues and proceeding with the work in a unified manner. We use "check-in meetings" with our project teams to allocate resources properly and according to the City's schedule constraints. When working on several concurrent projects, we identify areas where information sharing can reduce the time, budget, or work needed to produce deliverables.

Document Control

Dudek's QA/QC program involves senior staff review of technical documents combined with the services of a technical editor and publications department to produce high-quality documents done right the first time. Our in-house staff review work products for completeness, accuracy, and coordination in accordance with internal QA/QC guidelines. For construction documents, submittals are reviewed by a senior landscape architect or civil engineer for completeness, accuracy, and constructability prior to delivery to the City.

At the outset of the project, the Dudek technical editing team will create a project-specific style guide to maintain consistency of the terms and nomenclature used in project documents. Dudek will share this style guide with the City to verify that it meets the City's expectations for style and terms. Written work products will be subject to a technical editorial review following the agreed-upon style guide and will be formatted by Dudek's publications staff.

G. Communication Plan

Effective project management requires clear and consistent communication with the City and among project participants. Dudek believes that the most effective project manager routinely initiates the continuous flow of project information, instructions, and guidance.

Principal in Charge Rachel Struglia will continue to communicate with City staff daily to meet goals and keep the project on schedule and budget

Rachel Struglia will keep all task orders on schedule and budget and will maintain the highest level of quality for all deliverables. She will communicate project status updates with other members of the Dudek team and with the City by doing the following:

- Serving as the single point of contact
- Establishing regular check-in meetings with the City's project manager to discuss project milestones, activities, and issues
- Holding regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance
- Updating the project scope, schedule, work progress reports, and inventories of available data, as necessary, so all team members are aware of information that may affect their work products and schedules
- Coordinating with the City at strategic junctures for community input

H. Compensation/Payment Schedule

The Compensation/Payment Schedule is submitted per Request for Proposal requirements in a separate sealed envelope.

This fee estimate is valid for 180 days from the date of this proposal (July 11, 2024); after 80 days, Dudek reserves the right to reassess the fee estimate, if necessary.

I. Certificate of Insurance

Is included as Attachment 2

J. Certification of Proposal

Is located as Attachment 1 and 3.

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Dudek
Name (Please Print or Type)

By: _____ Joseph Monaco, President/CEO
Consultant's Signature & Title

Date: July 11, 2024

This executed form must be submitted with proposal.

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this _11_____ day of _July_____, 2024, at __San Diego_____, California.

Name of Proposer: Dudek

By: _____
(Authorized Signature)

Type Name: Joseph Monaco

Title: President/CEO

Date: July 11, 2024

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

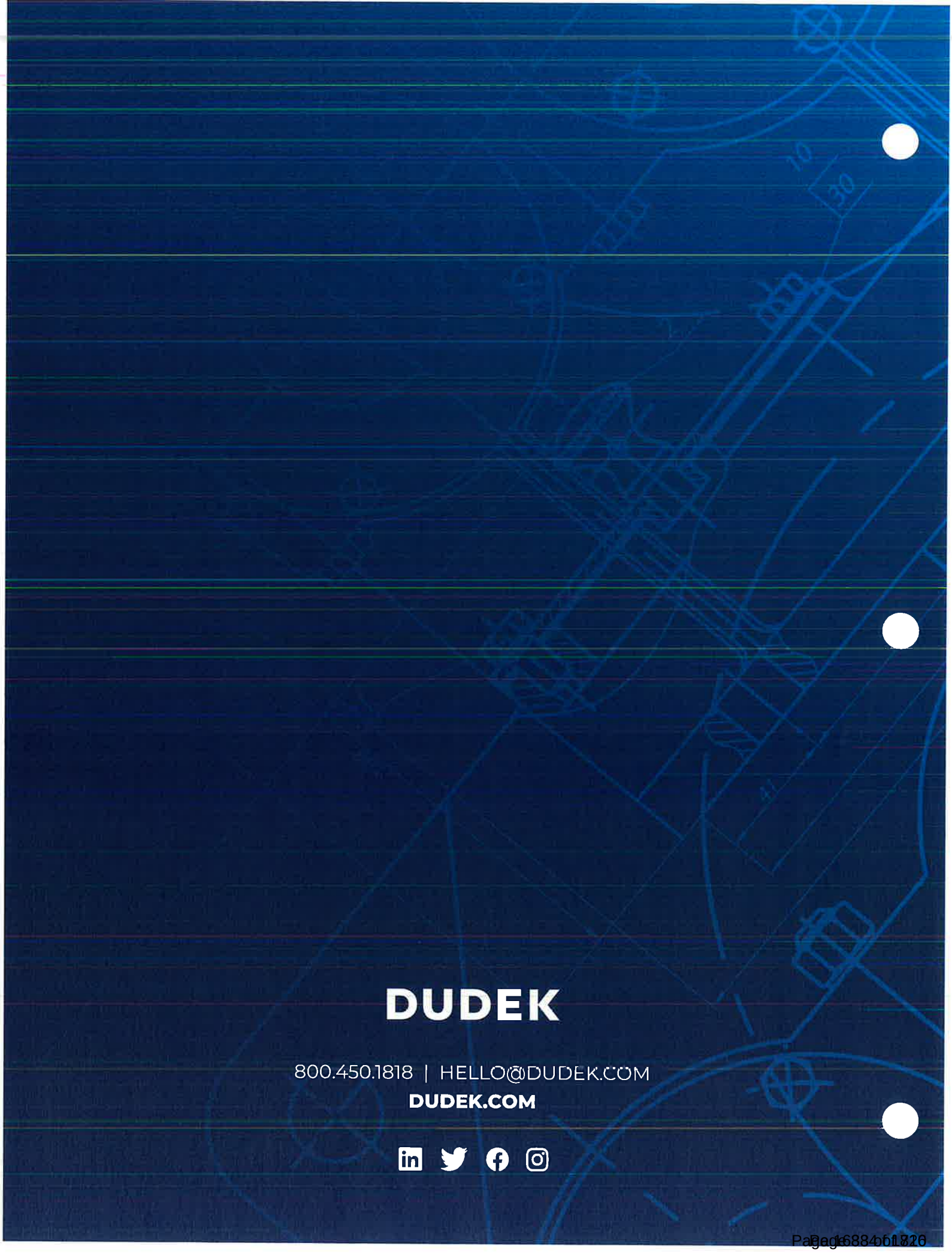
I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this __11__ day of __July____, 2024, at __San Diego_____, California.



Signature of Authorized Representative

_Joseph Monaco_____ __President/CEO_____

Name of Authorized Representative Title of Authorized Representative


DUDEK
800.450.1818 | HELLO@DUDEK.COM
DUDEK.COM

DUDEK

800.450.1818 | HELLO@DUDEK.COM

DUDEK.COM

DUDEK 2024 Standard Schedule of Charges

Engineering Services

Project Director	$335.00/hr
Principal Engineer III	$310.00/hr
Principal Engineer II	$290.00/hr
Principal Engineer I	$280.00/hr
Program Manager	$260.00/hr
Senior Project Manager	$265.00/hr
Project Manager	$160.00/hr
Senior Engineer III	$250.00/hr
Senior Engineer II	$240.00/hr
Senior Engineer I	$230.00/hr
Project Engineer IV/Technician IV	$215.00/hr
Project Engineer III/Technician III	$210.00/hr
Project Engineer II/Technician II	$200.00/hr
Project Engineer I/Technician I	$180.00/hr
Senior Designer II	$200.00/hr
Senior Designer I	$195.00/hr
Designer	$180.00/hr
Assistant Designer	$175.00/hr
CADD Operator III	$170.00/hr
CADD Operator II	$160.00/hr
CADD Operator I	$145.00/hr
CADD Drafter	$135.00/hr
CADD Technician	$120.00/hr
Project Coordinator	$155.00/hr
Engineering Assistant	$125.00/hr

Environmental Services

Senior Project Director	$330.00/hr
Project Director	$285.00/hr
Senior Specialist V	$260.00/hr
Senior Specialist IV	$245.00/hr
Senior Specialist III	$235.00/hr
Senior Specialist II	$225.00/hr
Senior Specialist I	$210.00/hr
Specialist V	$195.00/hr
Specialist IV	$185.00/hr
Specialist III	$175.00/hr
Specialist II	$165.00/hr
Specialist I	$145.00/hr
Analyst V	$145.00/hr
Analyst IV	$135.00/hr
Analyst III	$125.00/hr
Analyst II	$115.00/hr
Analyst I	$105.00/hr
Technician III	$90.00/hr
Technician II	$80.00/hr
Technician I	$70.00/hr

Mapping and Surveying Services

Application Developer II	$220.00/hr
Application Developer I	$155.00/hr
GIS Analyst V	$205.00/hr
GIS Analyst IV	$170.00/hr
GIS Analyst III	$150.00/hr
GIS Analyst II	$135.00/hr
GIS Analyst I	$125.00/hr
UAS Pilot	$145.00/hr
Survey Lead	$235.00/hr
Survey Manager	$210.00/hr
Survey Crew Chief	$165.00/hr
Survey Rod Person	$95.00/hr
Survey Mapping Technician	$95.00/hr

Construction Management Services

Principal/Manager	$195.00/hr
Senior Construction Manager	$155.00/hr
Senior Project Manager	$205.00/hr
Construction Manager	$175.00/hr
Project Manager	$160.00/hr
Resident Engineer	$130.00/hr
Construction Engineer	$115.00/hr
On-site Owner's Representative	$115.00/hr
Prevailing Wage Inspector	$145.00/hr
Construction Inspector	$145.00/hr
Administrator/Labor Compliance	$120.00/hr

Hydrogeology/HazWaste Services

Project Director	$335.00/hr
Principal Hydrogeologist/Engineer II	$300.00/hr
Principal Hydrogeologist/Engineer I	$290.00/hr
Senior Hydrogeologist V/Engineer V	$265.00/hr
Senior Hydrogeologist IV/Engineer IV	$255.00/hr
Senior Hydrogeologist III/Engineer III	$245.00/hr
Senior Hydrogeologist II/Engineer II	$235.00/hr
Senior Hydrogeologist I/Engineer I	$225.00/hr
Project Hydrogeologist V/Engineer V	$215.00/hr
Project Hydrogeologist IV/Engineer IV	$205.00/hr
Project Hydrogeologist III/Engineer III	$195.00/hr
Project Hydrogeologist II/Engineer II	$185.00/hr
Project Hydrogeologist I/Engineer I	$175.00/hr
Hydrogeologist/Engineering Assistant	$140.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$215.00/hr
Operations Manager	$165.00/hr
District Secretary/Accountant	$140.00/hr
Collections System Manager	$140.00/hr
Grade V Operator	$130.00/hr
Grade IV Operator	$115.00/hr
Grade III Operator	$105.00/hr
Grade II Operator	$85.00/hr
Grade I Operator	$80.00/hr
Operator in Training	$75.00/hr
Collection Maintenance Worker	$75.00/hr

Creative Services

Creative Services IV	$165.00/hr
Creative Services III	$150.00/hr
Creative Services II	$135.00/hr
Creative Services I	$120.00/hr

Publications Services

Technical Editor IV	$165.00/hr
Technical Editor III	$150.00/hr
Technical Editor II	$135.00/hr
Technical Editor I	$120.00/hr
Publications Specialist IV	$125.00/hr
Publications Specialist III	$115.00/hr
Publications Specialist II	$105.00/hr
Publications Specialist I	$95.00/hr
Clerical Administration	$90.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

Revised August 22, 2024

PROFESSIONAL SERVICES AGREEMENT
LSA Associates, Inc.
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 9th day of October 2024, 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 LSA ASSOCIATES, 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 professional services of a qualified land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services for the Project.

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 professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). 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 professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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 Services and Work 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; and, (2) the Consultant's signed, original Proposal/Scope of Work dated July 11, 2024 submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal/Scope of Work is attached hereto as Exhibit "A" and is hereby incorporated by reference and 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; and (2nd) the provisions of the Consultant's Proposal (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 elected and appointed 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 elected and appointed 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. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 Consultant's Proposal/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, 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 **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, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars ($500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, 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 a soon thereafter as is reasonably practical.

2.3 **Optional CPI Adjustment.** The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 9, 2024 through October 8, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 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.

2.5 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 term of this 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, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, 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, pandemics, 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 commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 9, 2024 and ending on October 8, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

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 to make all decisions in connection therewith: **Ryan Bensley, AICP, Principal in Charge**. 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. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

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 as required by law 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. *Intentionally omitted.*

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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. 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.

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. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 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.

8.8 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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

To Consultant: LSA Associates, Inc.
Attention: Ryan Bensley, Principal in Charge
3210 El Camino Real, Suite 100
Irvine, California 92602
Telephone: (949) 553-0666

10.3 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.

10.4 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 reminder 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.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 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.

10.7 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.

10.8. 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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant 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. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the 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 the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)

JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
LSA ASSOCIATES, INC., a California corporation

By:
Anthony Petros
Chief Executive Officer

By:
Justin Cary
Chief Financial Officer

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES

DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

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LSA

CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

A. Cover Letter

July 11, 2024

Jay Wuu, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Statement of Qualifications for On-Call CEQA Services

Dear Mr. Wuu:

LSA is pleased to submit our Statement of Qualifications for On-Call California Environmental Quality Act (CEQA) Consulting Services for the City of Laguna Hills (City). Given our knowledge and current experience working with agencies around the City as well as various cities in Orange County and Los Angeles County, we are confident that we can provide technically thorough and legally robust environmental documentation pursuant to the requirements of CEQA. LSA understands that the City is seeking qualified consultants to provide CEQA services on an on-call basis and that expected services may include, but are not limited to, the preparation of project-related CEQA documents (including Initial Studies [ISs], Negative Declarations [NDs], Mitigated Negative Declarations [MNDs], Mitigation Monitoring and Reporting Programs [MMRPs], and Environmental Impact Reports [EIRs]), addenda to previous CEQA documentation, and peer review of environmental and technical documentation prepared by third parties. ***Some of LSA's key strengths are as follows:***

LSA's Primary Point of Contact:

Chris Jones, AICP, Associate - Senior Environmental Planner
Role: Project Manager / Primary Point of Contact
Chris.Jones@lsa.net

This contract will be managed from LSA's Headquarters located in Irvine, CA

3210 El Camino Real, Suite 100
Irvine, CA 92602
T: (949) 553-0666

Technical Expertise: LSA is able to provide a full spectrum of services necessary to prepare and review CEQA documentation. We are thoroughly familiar with the processes, procedures, and technical requirements of CEQA. This expertise includes nearly 50 years of experience with coordination with local, State, federal, and other governmental agencies; preparing and processing environmental documents and technical studies; managing public participation programs; and issuing necessary legal notices and incorporating them into the relevant planning process.

Experience throughout Orange County: Our proposed team is familiar with the issues that are important to the residents of Laguna Hills and Orange County, and we have the ability to customize our environmental assistance accordingly. **LSA has provided similar as-needed environmental services to the Cities of Huntington Beach, Cypress, Norwalk, Costa Mesa, Newport Beach, Santa Ana, Laguna Niguel, Laguna Woods, Irvine, and Anaheim.** Additionally, our team has extensive experience providing similar environmental services throughout Los Angeles County.

LSA

Availability: LSA's senior project management team, **Ryan Bensley, AICP (Principal in Charge) and Chris Jones, AICP (Project Manager/Primary Point of Contact)**, will lead every task order/project from beginning to end. Mr. Bensley currently serves as the Principal in Charge for LSA's on-call contracts with the Cities of Huntington Beach, Costa Mesa, Cypress, and Norwalk. Mr. Jones serves as a Project Manager for projects currently being completed through LSA's on-call contract with the City of Cypress and Laguna Woods.

As-Needed Experience: As an on-call environmental services consultant, LSA currently holds nearly 850 active contracts, around 100 of which are on-call contracts with public and private entities throughout the State. This depth and breadth of experience has contributed to LSA's comprehensive understanding of the skills necessary to manage on-call contracts and multiple task orders. LSA understands that an as-needed assignment requires an "as-needed" obligation which has resulted in the successful completion of numerous environmental review documents under contract to lead agencies for residential, infill, mixed-use, commercial, recreational, industrial, transit-oriented development, and public works-related projects.

We are confident that we can provide the essential project management, strategic thinking skills, and multidisciplinary technical knowledge the City seeks. We submit this proposal with a great deal of enthusiasm and look forward to providing the City with CEQA services on an as-needed basis. Should you have any questions, please contact our designated Project Manager/Primary Point of Contact, Chris Jones, AICP, at (949) 553-0666 or Chris.Jones@lsa.net.

Sincerely,

LSA Associates, Inc.

Anthony Petros
Chief Executive Officer (CEO)

Ryan Bensley, AICP
Principal in Charge

B. Company Data

1. Official Name and Address

LSA Associates, Inc.
3210 El Camino Real, Suite 100
Irvine, CA 92602
(949) 553-0666 / lsa.net

LSA's local Irvine Office is only 10 miles from the City's offices.

We have provided CEQA documentation and environmental planning services throughout Orange County & Los Angeles County for more than four decades.



2. Primary Point of Contact

Chris Jones, AICP
Project Manager / Associate Environmental Planner
3210 El Camino Real, Suite 100
Irvine, CA 92602
(949) 553-0666
Chris.Jones@lsa.net

3. Type of Entity

LSA is an S-Corporation, incorporated in the State of California

4. Federal Employer I.D. Number

94-2341614

5. Firm Locations

Irvine – Orange County
3210 El Camino Real, Suite 100
Irvine, CA 92602
(949) 553-0666
Irvine@lsa.net

Los Angeles – Los Angeles County
360 East 2nd Street
Los Angeles, CA 90012
(213) 407-1455
Losangeles@lsa.net

Carlsbad – San Diego County
2292 Faraday Avenue, Suite 71
Carlsbad, CA 92008
(760) 931-5471
carlsbad@lsa.net

Riverside – Inland Empire
1500 Iowa Avenue, Suite 200
Riverside, CA 92507
(951) 781-9310
Riverside@lsa.net

Palm Springs – Coachella Valley
3111 E. Tahquitz Canyon Way, Suite 123
Palm Springs, CA 92262
(760) 416-2075
PalmSprings@lsa.net

San Luis Obispo – Central Coast
285 South Street, Suite P
San Luis Obispo, CA 93401
(805) 782-0745
SanLuisObispo@lsa.net

Clovis – San Joaquin Valley
2565 Alluvial Ave., Suite 112
Clovis, CA 93611
(559) 490-1210
Clovis@lsa.net

Point Richmond – Bay Area
157 Park Place
Point Richmond, CA 94801
(510) 236-6810
PointRichmond@lsa.net

Roseville – Sacramento Area
1504 Eureka Road, Suite 310
Roseville, CA 95661
(916) 772-7450
Roseville@lsa.net

6. Ownership

LSA is not totally or partially owned by another business organization or individual. The firm is a 100% employee-owned firm (ESOP).

7. Number of years in business under the present business name

48 years in business

8. Number of years of experience providing required, equivalent, or related services

48 years in business

9. Project Experience

On Call Experience with Similar Contracts in the Last 5 Years

LSA currently holds nearly 850 active contracts, with approximately 100 on-call contracts with public and private entities throughout the State. A complete list of current on-call contracts is included below.

Primary Client	Name/Purpose of Contract	Start Date	Contract Expiration Date
Anser Advisory	Phase VIII-1 Groundwater Protection & St	10/31/2022	12/25/2024
Beaumont Point Partners LLC	As Needed GHG Analysis Services	4/8/2022	12/25/2024
BKF Engineers	2021-2023 CIP Lake Forest On-Call	6/11/2021	12/20/2024
C3 Development	C3 Development: On-Call	12/4/2023	9/30/2024
California Department of Transportation	Caltrans D12 On-Call Biological Services	9/30/2021	10/24/2025
Carollo Engineers, Inc.	Carollo: SPERSS Grant Support On Call	9/8/2023	8/22/2024
City of Anaheim	Anaheim On-Call Transportation Planning	11/3/2022	12/7/2024
City of Anaheim	On-Call Environmental AGR-11588	9/16/2019	8/22/2024
City of Berkeley	On-Call Environmental Review	7/11/2019	6/30/2025
City of Costa Mesa	Costa Mesa: On-Call Env/Traffic	2/15/2023	6/30/2025
City of Cypress	City of Cypress On-Call Environmental	10/11/2021	10/11/2026
City of Cypress	Oxford Place	12/6/2017	12/25/2024
City of El Cerrito	El Cerrito: CEQA On-Call	11/1/2023	10/6/2026
City of Fairfield	Fairfield PW 2020-2023 On-call	7/8/2020	7/2/2025
City of Foster City	Foster City: CEQA On-Call MSA	9/19/2023	9/19/2028
City of Fremont	Fremont On-Call	12/14/2020	12/8/2025
City of Hayward	City of Hayward: On-Call Environmental	10/13/2023	10/13/2026
City of Hayward	On-Call Transportation Consulting Servic	4/12/2021	9/2/2024
City of Huntington Beach	City of Huntington Beach On-Call Environ	4/5/2022	4/5/2025
City of Irvine	City of Irvine 2022-2025 On-Call for Tra	7/1/2022	6/30/2025
City of Irvine	City of Irvine: 2024 On-Call Program	6/5/2024	6/30/2027
City of Laguna Beach	Laguna Beach 2023-2026 On-Call	7/5/2023	6/30/2026
City of Laguna Niguel	On-Call Professional Traffic/Parking Con	9/17/2020	6/30/2025
City of Laguna Niguel	On-Call California Environmental Quality	6/19/2020	6/30/2025
City of Laguna Woods	Laguna Woods Environmental Planning	7/3/2023	6/30/2028

Primary Client	Name/Purpose of Contract	Start Date	Contract Expiration Date
City of Laguna Woods	Laguna Woods On Call Environmental Plann	12/1/2021	6/30/2028
City of Lake Forest	City of Lake Forest Environmental On-Cal	10/20/2021	10/19/2024
City of Los Angeles	City of Los Angeles Recreation and Parks	1/25/2021	9/2/2024
City of Los Angeles	On-Call Environmental Specialty Studies	9/30/2021	9/30/2026
City of Los Angeles	On-Call Environmental Documentation Cons	9/29/2021	9/24/2026
City of Los Angeles Department of Planning	LA Planning On-Call	1/17/2020	1/6/2025
City of Menifee	Menifee: RFQ Planning Department	7/30/2022	8/2/2025
City of Millbrae	Millbrae As-Needed Env	7/23/2021	4/23/2025
City of Milpitas	Milpitas: On-Call Environmental	10/20/2023	2/12/2028
City of Murrieta	Murrieta Environmental On-Call Services	6/20/2023	6/30/2026
City of Napa	City of Napa On-Call Environmental Consu	9/30/2021	9/30/2024
City of Napa	On-Call Biological Resource Monitoring	3/9/2018	12/25/2024
City of Newport Beach	On-Call Professional Engineering Serv	4/22/2021	8/23/2026
City of Norwalk	City of Norwalk On-Call	1/2/2024	1/2/2027
City of Porterville	City of Porterville On-Call	11/10/2022	10/18/2025
City of Redwood City	Redwood City On-Call Environmental Servi	6/15/2022	7/1/2025
City of Riverside	CEQA Services for Various Large Projects	9/6/2019	11/22/2024
City of Rocklin	Rocklin: PW On-Call	2/4/2024	2/4/2027
City of San Carlos	SanCarlos: On-Call CEQA	12/6/2022	12/21/2025
City of San Luis Obispo	On-Call Planning and Environmental Servi	4/1/2022	4/19/2027
City of San Luis Obispo	CIP Env. Services On-Call	11/12/2018	12/11/2024
City of San Ramon	San Ramon On Call 2021-2023	9/24/2020	12/31/2024
City of West Sacramento	West Sacramento On-Call Environmental	9/16/2022	10/31/2025
County of Fresno	County of Fresno On-Call Arch. and Eng.	8/1/2022	8/8/2028
County of San Bernardino	SBC-LUSD On-Call Planning Services	11/19/2019	11/18/2024
County of San Diego	As-Needed Advanced Planning Sustainabil	6/26/2020	1/31/2025
County of Santa Clara	Santa Clara County Historic On-Call	9/30/2015	6/30/2025
County of Santa Clara	Santa Clara County Cultural Resources On	12/23/2020	12/31/2024
Department of General Services	Environmental Services - Coastal Califor	5/9/2018	12/31/2024
Department of General Services	DGS: Environmental Services Retainer	5/31/2024	5/31/2029
Dudek	Dudek: Caltrans D8 On-Call Bio	1/4/2024	9/30/2028
ENGEO Inc.	On-call Fuel Events and Nesting Bird Sur	3/14/2022	12/25/2024
ENGEO Inc.	ENGEO: GHAD On-call	7/3/2023	12/25/2024
EPD Solutions, Inc.	Various Task Orders for EPD	3/1/2022	1/20/2025
GPA Consulting	Caltrans District On-Call Environmental	6/20/2022	8/31/2025
HNTB Corporation	Caltrans District 7 On-Call Env Generali	4/1/2022	12/31/2024
HydroScience Engineers	HydroScience Engineers MSA	8/22/2022	12/31/2025
Irvine Ranch Water District	On-Call CEQA/Nepa Consultant Services	4/8/2020	12/25/2024
Jacobs Civil Inc.	Jacobs: CalTrans D4 On-Call 04S6509	6/5/2023	8/31/2025
Mark Thomas & Company, Inc.	Mark Thomas: POLA Env On-Call	4/14/2023	1/23/2026
MBC Aquatic Sciences	LADWP On-Call Services	9/10/2020	8/12/2025

Primary Client	Name/Purpose of Contract	Start Date	Contract Expiration Date
Midpeninsula Regional Open Space District	Midpen-On-Call Biological Services	3/21/2023	3/31/2025
Monterey County	On-Call Environmental Planning & Consult	2/1/2022	1/31/2025
PBS Engineering and Environmental	PBS On-Call	6/22/2022	4/26/2025
Provost & Pritchard Consulting Group	Provost & Pritchard: On-Call Environmental	5/8/2024	12/31/2024
Rancho California Water District	RCWD: On-Call Biennial Consulting	9/18/2023	7/25/2025
Recurrent Energy	Recurrent Energy: On-Call	8/16/2023	12/25/2024
RS & H Inc.	Sacramento County Planning On-Call 2022	8/30/2021	1/31/2025
RS & H Inc.	RS&H: Sonoma County On-call	1/11/2023	12/5/2027
RS & H Inc.	RS & H: Fresno ATCT On-Call	7/17/2023	12/25/2024
San Diego Unified Port District	As-Needed Long Range Planning Services A	7/16/2020	6/30/2025
San Joaquin Council of Governments	SJCOG On-Call Bio Services	6/14/2010	12/25/2024
San Joaquin Council of Governments	SJCOG: SJCOG On-call	1/1/2023	1/1/2027
Sonoma County Regional Parks	Sonoma County As-Needed Environmental Se	7/29/2019	7/9/2024
South Coast Water District	SCWD: On-Call Environmental	1/26/2023	1/26/2026
Stantec	Stantec: TJPA Archaeology On-Call	9/28/2023	12/25/2024
T.Y. Lin International	SANDAG On-Call A&E Contract S882176	8/3/2022	7/11/2027
T.Y. Lin International	T.Y. Lin: HSR M-F On-Call Environmental	1/2/2023	4/13/2026
Taylor Morrison	On-Call Biological Services	11/27/2019	12/31/2024
Town of Moraga	Town of Moraga: On-Call Environmental/CE	12/1/2022	2/22/2028
Transportation Corridor Agencies	TCA Environmental On-Call	4/9/2020	2/28/2025
University of California San Francisco	UCSF On-Call Environmental Planning SOQ	8/5/2022	10/26/2025
WSP USA, Inc.	On Call I-5 Managed Lane Project	3/1/2022	11/15/2024
WSP USA, Inc.	WSP: Amtrack On-Call	3/1/2024	4/30/2026

The selective sample projects presented below exhibits LSA's depth of experience managing on-call contracts with public agencies throughout Southern California.

City of Huntington Beach, On-Call Environmental (CEQA) Services (2018–Ongoing)

Scope of Work: LSA has been under contract with the City of Huntington Beach since 2018 providing on-call California Environmental Quality Act (CEQA) consulting services and has been delivering environmental documentation services in compliance with State regulations to the City. All work performed under this contract has been completed on schedule and within budget. Two of the awarded projects include the following.

Bella Terra Residential Project EIR Addendum (2021–2022)

Project Description: LSA prepared an EIR Addendum for this project, which would redevelop a section of the Bella Terra shopping center by demolishing approximately 149,000 square feet of retail space and replacing it with a seven-story mixed-use infill project with approximately 300 apartment units, 25,000 square feet of new retail, a three-level parking structure, and associated hardscape, landscaping, and related improvements. Key environmental issues included aesthetics, noise, and traffic. The Huntington Beach City Council adopted the EIR Addendum and approved the project in November 2022.

Project Manager: Ryan Bensley, AICP

Developer: DJM Capital Partners

Cost of Construction: n/a – Construction has not begun

Size of Project: 3.42 acres

Seacliff of Huntington Beach Inspired Senior Living (Assisted Living/Memory Care Facility) IS/MND (2019–2020)

Project Manager: Ryan Bensley, AICP

Developer: SBLP Huntington Beach, LLC

Cost of Construction: n/a – Currently Under Construction

Size of Project: 6.57 acres

Project Description: LSA prepared the Initial Study/Mitigated Negative Declaration (IS/MND) for the Seacliff of Huntington Beach Inspired Senior Living project, which involved the demolition of one of the office buildings at Seacliff Office Park and the development of a three-story, 226-unit senior assisted-living facility. The project required the removal of a man-made water feature in the center of Seacliff Office Park. LSA prepared an Air Quality and Greenhouse Gas (GHG) Emissions Analysis, a Noise Impact Analysis, a Trip Generation Memorandum, a Biological Resources Technical Memorandum, and an Historic Resources Evaluation (HRE) for the project. LSA also assisted the City of Huntington Beach with Native American Consultation per Assembly Bill (AB) 52. LSA also conducted a cultural resources records search and a paleontological resources fossil locality search. Key environmental issues analyzed in the IS/MND included geology and soils, hazards and hazardous materials, historic resources, and tribal cultural resources. LSA also completed a review of the traffic and circulation analysis. The IS/MND was adopted, and the project was approved by the Huntington Beach Planning Commission in October 2020.

City of Laguna Woods, As-Needed Environmental Planning Services (2021–Ongoing)

Scope of Work: LSA has been under contract with the City of Laguna Woods since 2021 to provide as-needed environmental planning services. Over the past 2 years, LSA has prepared various sections of the City of Laguna Woods' proposed Housing Element Update as well as supporting environmental documentation and has prepared an update to the City of Laguna Woods' locally adopted CEQA implementation procedures.

Bolsa Chica Senior Living Community Project (2022–2023)



Project Description: LSA prepared the Initial Study (IS) and the Environmental Impact Report (EIR) for the Bolsa Chica Senior Living Community Project, which involves the construction of a five-story, 213-unit senior living community on a 3.1-acre parcel at the corner of Bolsa Chica Street and Warner Avenue. The project would involve demolition of the two existing commercial buildings and associated infrastructure. In addition to preparation of the IS, technical analyses, and EIR, LSA also assisted the City of Huntington Beach with the project scoping meeting and Notice of Preparation. The project was approved by the Planning Commission in September 2023.

Project Manager: Ryan Bensley, AICP

Developer: Hines

Cost of Construction: n/a – Construction has not begun

Size of Project: 3.1 acres

Program EIR for General Plan and Zoning Code Update (2021–Ongoing)

Project Description: LSA prepared the Program EIR in support of the proposed General Plan and Zoning Code update that would create four new overlay zoning districts that would allow housing development, apply one of the four new overlay zoning districts to each of the 17 potential housing sites identified in the City of Laguna Woods' 2021–2029 Housing Element, and change the General Plan land use designation and zoning on 12 properties to better correlate existing uses with land use designations and zoning. The Program EIR also evaluates the potential environmental impacts associated with an update to the City of Laguna Woods' General Plan Circulation Element and Noise Element to ensure internal consistency with the City of Laguna Woods' General Plan Housing Element.

Project Manager: Chris Jones, AICP

Developer: n/a

Cost of Construction: n/a

Size of Project: n/a

City of Cypress, On-Call Planning and Environmental Services (2016–Ongoing)

Scope of Work: LSA has been under contract with the City of Cypress since 2016 for on-call planning and environmental services and has been providing environmental documentation services in compliance with State regulations for infill development and residential, commercial, and institutional development projects. Two of the recently completed projects include the following.

Cypress Town Center Project EIR (2020–2021)



Project Description: LSA prepared an EIR that addressed the potential environmental impacts associated with the Cypress Town Center Project. The project was on a 7-acre site used as a parking lot. The project included the development of a multifamily residential community consisting of 135 dwelling units. The layout of the project was a paseo-style community with a large, central open-space area that would include a pool and landscaped areas for other active and passive recreation uses. Required discretionary approvals included a Vesting

Project Manager: Ryan Bensley, AICP

Developer: Shea Properties

Cost of Construction: n/a – Construction has not started

Size of Project: 7 acres

Tentative Tract Map and a Design Review Permit. Key environmental issues the EIR analyzed included hydrology and traffic impacts. LSA completed the following technical analyses in support of the EIR: an Air Quality and GHG Analysis, a Biological Resources Analysis, a Noise and Vibration Analysis, and Cultural and Paleontological Resources Analyses. LSA also completed a peer review of the traffic and circulation analysis prepared by the applicant's consultant. The Cypress City Council certified the EIR and approved the project in May 2021.

Cypress City Center EIR (completed in 2020)



Project Description: LSA recently prepared an EIR for this project, which included the development of a five-story hotel with up to 120 rooms, approximately 20,800 square feet of retail and restaurant uses, a four-story residential component with up to 251 apartment units, and a recreation courtyard and dog park open to the public. The project also included a 43,200-square-foot movie theater or grocery store. The project required the following approvals from the City: (1) an Amendment to the Cypress Business and Professional Center Specific Plan, (2) a Tentative Parcel Map, (3) a Conditional Use Permit, and (4) a Development Agreement between the City and the applicant. Key issues the EIR evaluated included traffic, air quality, GHG emissions, and hydrology and water quality. LSA also assisted the City of Cypress with Native American Consultation per AB 52 and Senate Bill (SB) 18. The Cypress City Council approved the project in May 2020.

Project Manager: Ryan Bensley, AICP

Developer: Shea Properties

Cost of Construction: n/a – Currently Under Completion, expected completion 2024

Size of Project: 13 acres

Caltrans, I-5 El Toro Road Interchange (2013–2022)



Scope of Work/Project Description: Caltrans, in partnership with the Orange County Transportation Authority (OCTA), proposes to modify the Interstate 5 (I-5)/El Toro Road Interchange within the Cities of Lake Forest, Laguna Woods, and Laguna Hills. LSA initially prepared an MND/Finding of No Significant Impact (FONSI) with OCTA and Caltrans District 12 in 2014. In 2019, LSA prepared an IS/MND/Environmental Assessment for the project which examined two Build Alternatives and a No Build Alternative. The Build Alternatives would improve existing and future regional mobility and traffic flow to and from the local street network, be consistent with local planning, and consider impacts to rights-of-way. In addition, congestion relief on the mainline ramps and local streets would serve to improve mobility. LSA prepared technical studies for air quality, cultural and archeological resources as well as biological, noise and traffic analysis. The project is currently in the preliminary engineering and Project Approval/Environmental Document (PA/ED) phase, which began in January 2023 and is expected to be completed in early 2025.

Project Manager: Deborah Pracilio

Developer: Caltrans/OCTA

Cost of Construction: – $247 million (estimated total)

Size of Project: 1.9 miles

10. Failures or refusals to complete a contract

None

11. Individuals/Firms who own an interest of 10% or greater

LSA is a 100% employee-owned firm operating under an Employee Stock Ownership Plan (ESOP). No single employee owns more than a 10% share of the company.

12. Financial interests in other lines of business

None

13. Litigation/Adverse Judgement History

None

14. Termination of Contract "For Cause" History

None

C. Resumes and Qualifications of Personnel

LSA offers a well-qualified team that will provide the full range of expertise needed to comprehensively address all anticipated services for this contract. The following section presents an introduction to our Project Management Team and Key Personnel who will be assigned to task orders issued by the City of Laguna Hills (City). Full resumes for our proposed key personnel are provided on the following pages.



Ryan Bensley, AICP, Principal

Contract Role: Principal in Charge

Education: B.A., Geography, Specialization in Urban Planning and GIS, California State University, Long Beach

Years of Experience: 17

Certifications: American Institute of Certified Planners (AICP) No. 027971

Mr. Bensley is responsible for managing the preparation of environmental documents for a variety of land development projects. His primary responsibilities include coordinating and conducting research and analysis for environmental documents prepared in compliance with CEQA and the National Environmental Policy Act (NEPA), including EIRs, Environmental Impact Statements (EISs), Environmental Assessments (EAs), ISs, MNDs, and other environmental documents. He is knowledgeable in various planning and environmental regulations related to development projects and entitlement processes, including, but not limited to, local zoning ordinances, General Plans, Specific Plans, the Subdivision Map Act, and State Housing Element Law. Mr. Bensley also has considerable experience delivering public presentations and conducting community workshops regarding complex and controversial planning projects.



Chris Jones, AICP, Associate

Contract Role: Project Manager/Primary Point of Contact

Education: J.D., Northwestern School of Law at Lewis & Clark College; B.A., Sociology, University of Minnesota, Twin Cities

Years of Experience: 19

Certifications: American Institute of Certified Planners (AICP) No. 024512

Mr. Jones has more than two decades of project management experience, including 19 years of experience in the environmental field as a project manager, technical lead, and author of CEQA and NEPA environmental documentation for various community development, land use and transportation projects. He has expertise in GIS and experience in the preparation of noise, air quality, and greenhouse gas analyses. In addition, Mr. Jones has experience coordinating agency consultation and project permitting with federal, State, and local agencies.

Key Staff Name, Title and Proposed Role on Contract	Summary of Qualifications & Experience
Olivia Mattair, Environmental Planner **Role on Contract:** Assistant Project Manager/ Environmental Planning	**Years of Experience: 1** Ms. Mattair assists with the preparation of environmental documentation for a variety of land development and transportation projects throughout California. Her primary responsibilities include providing project management assistance and conducting research and analysis for the preparation of environmental documents to evaluate potential project impacts on population and housing, public services and utilities, and environmental compliance for CEQA and NEPA.

Key Staff Name, Title and Proposed Role on Contract	Summary of Qualifications & Experience
Cara Cunningham, Associate Environmental Planner **Role on Contract:** Air Quality/GHG and Energy	**Years of Experience: 11** Ms. Cunningham provides project management and technical assistance on a variety of planning and environmental documents including EAs, ISs, and EIRs. At LSA, she has been involved in residential and commercial development projects, road improvement projects, and program-level plans. She has a strong foundation in land use planning and is well versed in addressing impacts to air quality, GHG emissions, and energy. She is also proficient with the use of air quality models, including the California Emissions Estimator Model (CalEEMod) and the Roadway Emissions Estimator Model (RoadMod).
Dean Arizabal, Principal Transportation Planner **Role on Contract:** Traffic/Transportation	**Years of Experience: 19** Mr. Arizabal's primary responsibilities and experience include managing or preparing technical analyses of land development and roadway improvement projects, including comprehensive Traffic Impact Analyses (TIAs), traffic operations analyses, and parking studies. He has prepared numerous TIAs and access and on-site circulation analyses for mixed-use, commercial, office, institutional, residential, and alternative energy projects. Many of his reports and documents are incorporated into an EIR, IS, or MND.
Ivan Strudwick, RPA, Associate Archaeologist **Role on Contract:** Cultural Resources and Tribal Consultation	**Years of Experience: 43** **Certifications: Register of Professional Archaeologists (RPA No. 10350)** Mr. Strudwick has conducted and managed all phases of archaeological projects, including fieldwork, laboratory analysis, research, and report writing. His duties include project design and proposal preparation for surveys, testing, and data recovery mitigation; personnel supervision; and report preparation, resource evaluation, and recommendations. Additionally, Mr. Strudwick has worked as the Native American coordinator for extensive multi-year projects and has numerous professional publications in peer-reviewed scientific journals.
Casey Tibbet, Associate Historian/Architectural Historian **Role on Contract:** Historic Resources	**Years of Experience: 34** Ms. Tibbet has been practicing architectural history in southern California since 1997, first as part of her responsibilities as a city planner and later (2005) as a full-time architectural historian. She meets the Secretary of the Interior's Professional Qualification Standards as a Historian and Architectural Historian and has extensive experience with field recording/ survey work; historic research; oral interviews; and preparation of historic context statements, significance evaluations, DPR 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations, Caltrans requirements for CEQA and NEPA, and United States Army Corps of Engineers (USACE) requirements for NEPA.
Blake Selna, Principal Biologist **Role on Contract:** Biological Resources	**Years of Experience: 24** Mr. Selna manages biological and regulatory services for both public and private clients and projects of all shapes and sizes. His expertise and experience include a wide range of biological and regulatory consultation, including biological resource analysis, jurisdictional delineation, regulatory permitting, habitat restoration, and mitigation planning and compliance monitoring. He is extremely familiar with assessing and restoring Southern California native habitats and is very familiar with the County of Orange Central/Coastal Subregion Natural Communities Conservation Plan/ Habitat Conservation Plan (NCCP/HCP), the Southern Subregion HCP, and the OCTA Measure M2 NCCP/HCP/Environmental Mitigation Program. As an International Society of Arboriculture Certified Arborist, Mr. Selna has prepared tree reports for projects in Los Angeles, Newport Beach, Huntington Beach, Laguna Beach, Long Beach, Anaheim, Irvine, Santa Ana, San Juan Capistrano, and more.

Key Staff Name, Title and Proposed Role on Contract	Summary of Qualifications & Experience
Eric Krieg, Associate Biologist **Role on Contract:** Biological Resources	**Years of Experience: 27** Mr. Krieg's primary duties consist of habitat restoration and biological resource monitoring during project implementation and long-term monitoring. He has experience preparing restoration plans and overseeing all aspects of a plan's implementation, from custom seed collection and native plant propagation through installation, maintenance, and monitoring procedures. Mr. Krieg has been involved in restoring coastal sage scrub, native grassland, oak woodland, riparian, and wetland habitats for mitigation projects.
John T. (J.T.) Stephens, EIT, Principal Noise and Vibration Specialist **Role on Contract:** Noise and Vibration	**Years of Experience: 19** **Certifications: EIT License No. ET30504764 (2005)** Mr. Stephens is primarily responsible for the preparation of noise and vibration studies for a variety of projects. He is proficient in the use of various traffic noise models, the Roadway Construction Noise Model (RCNM), the Aviation Environmental Design Tool (AEDT), SoundPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise and vibration monitoring surveys using a variety of Larson-Davis sound level meters and accelerometers. He has supported numerous controversial studies, some of which required Non-Disclosure Agreements, and has attended public meetings as a professional expert.
Pam Reading, Principal Environmental Planner **Role on Contract:** Water Quality and Agricultural Resources	**Years of Experience: 20** Ms. Reading specializes in working with public agencies to complete land development and transportation/infrastructure-oriented projects. She also serves as Principal in Charge and Project Manager for the preparation of a variety of documents pursuant to CEQA/NEPA, including ISs, MNDs, EIRs, Preliminary Environmental Analysis Reports (PEARs), EAs, and EISs. In addition to her CEQA/NEPA experience, Ms. Reading oversees LSA's in-house water quality and agricultural work. In this capacity, she prepares and/or oversees the preparation of CEQA/NEPA technical water quality and agricultural reports and analyses. Ms. Reading also develops technical CEQA/NEPA visual, land use, and coastal zone consistency analyses.

RYAN BENSLEY, AICP

PRINCIPAL / ENVIRONMENTAL PLANNER

CONTRACT ROLE: PRINCIPAL IN CHARGE



EXPERTISE

- Environmental Planning and Impact Analysis
- Project Management
- Community Development and Planning Policy
- Environmental Justice
- Socioeconomic Analysis

EDUCATION

B.A., Geography, Specialization in Urban Planning and GIS, California State University, Long Beach, 2006

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Principal Planner: 2022–Present
- Associate Planner: 2020–2022
- Senior Planner: 2012–2020

Other Companies: 1999–2012

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

American Institute of Certified Planners (AICP) No. 02797

PROFESSIONAL RESPONSIBILITIES

Mr. Bensley is responsible for managing the preparation of environmental documents for a variety land development projects. His primary responsibilities include coordinating and conducting research and analysis for environmental documents prepared in compliance with CEQA and NEPA, including EIRs, EISs, EA's, ISs, MNDs, and other environmental documents. He has more than 17 years of planning experience and is knowledgeable in various planning and environmental regulations related to development projects and entitlement processes, including, but not limited to, local zoning ordinances, General Plans, Specific Plans, the Subdivision Map Act, Habitat Conservation and Natural Communities Conservation Plans, and State Housing Element Law. Mr. Bensley also has considerable experience delivering public presentations and conducting community workshops regarding complex and controversial planning projects.

PROJECT EXPERIENCE

City of Norwalk, Alondra-Maidstone Mixed-Use Project Norwalk, California

Under LSA's on-call contract, Mr. Bensley served as the Principal in Charge for this project. LSA provided peer review services on behalf of the City for the for Alondra-Maidstone Mixed-Use Project, which would redevelop an 8-acre property into a mixed-use development. LSA reviewed the Draft IS/MND, and related technical studies prepared by the applicant's consultants to confirm they were adequate for purposes of CEQA compliance. The Norwalk City Council adopted the IS/MND and approved the project in March 2023.

City of Cypress, Cypress Town Center EIR Project, Cypress, California

As part of LSA's on-call with the City, Mr. Bensley served as the Project Manager for preparation of an EIR for this project, which involved the development of a multifamily residential community consisting of 135 dwelling units on a 7-acre parking lot within the City's recently adopted Cypress Town Center and Commons Specific Plan. LSA completed an air quality and GHG analysis, a biological resources analysis, a noise and vibration analysis, and cultural and paleontological resources analyses. LSA also completed a peer review of the traffic and circulation analysis prepared by the applicant's consultant. The Cypress City Council certified the EIR and approved the project in May 2021.

City of Huntington Beach, The Seacliff of Huntington Beach Inspired Senior Living Project, Huntington Beach, California

As part of LSA's on-call with the City, Mr. Bensley served as Project Manager for the preparation of an IS/MND and related technical studies for this project. The Project included the construction of a three-story, licensed assisted living and memory care facility with 226 guest rooms and a subterranean parking garage on a portion of the existing Seacliff Office Park. LSA prepared technical studies related to biological resources, archaeological and paleontological resources, air quality and climate change, and noise and traffic. The Huntington Beach Planning Commission adopted the MND and approved the project in October 2020.

City of Cypress, Cypress City Center Project, Cypress, California

Mr. Bensley served as Project Manager for preparation of an EIR for this project, which includes the development of a 43,200 sf theater with approximately 840 seats, a five-story hotel with up to 120 rooms, approximately 20,800 sf of retail and restaurant uses, and a four-story residential component with up to 251 apartment units and a variety of amenities. Key issues evaluated in the EIR included traffic, air quality, greenhouse gas emissions, and hydrology and water quality. LSA prepared technical analyses related to air quality and climate change, noise and traffic, and cultural and paleontological resources for the project. LSA also assisted the City of Cypress with Native American Consultation per Assembly Bill 52 and Senate Bill 18. The Cypress City Council certified the EIR and approved the project in May 2020.

Rose Equities, One Metro West Project, Costa Mesa, California

Mr. Bensley served as the Project Manager for preparation of environmental technical studies in support of an EIR for this project in the City of Costa Mesa, which involved the adoption of a new specific plan that would allow for he redevelopment of an approximately 15-acre property adjacent to I-405 that is currently developed with 345,000 sf of industrial space into a mixed-use development with 1,057 multifamily residential units, 25,000 sf of commercial creative office use, and 6,000 sf of specialty retail. The project's vision is to create a mixed-use community that would provide housing near jobs in a campus-like setting with on-site amenities, a 1.7-acre open space area, and connections to bicycle trails. LSA prepared technical studies related to biological resources, archaeological and paleontological resources, air quality and climate change, and noise and traffic. The Costa Mesa City Council is expected to consider the EIR and the project in summer 2020.

Caltrans District 12, On-Call Environmental Services (Contract No. 12A1655), Orange County, California

Mr. Bensley managed the preparation of the Draft Relocation Impact Report for the I-5/El Toro Road Interchange Project in Lake Forest, Laguna Woods, and Laguna Hills in Orange County as part of the Caltrans District 12 on-call contract. Mr. Bensley also prepared the Property Acquisitions and Relocations subsection of the Community Impacts section for the project's IS/EA. The project includes four build alternatives that would reconfigure the I-5/El Toro Road interchange to improve traffic operations. The Relocation Impact Report analyzed the potential for the project to result in residential and nonresidential relocations.

Orange County Museum of Art Project, Costa Mesa, California

Mr. Bensley served as Project Manager for preparation of an Addendum to EIR #1047 for the South Coast Plaza Town Center Project (Town Center EIR). The Town Center EIR analyzed the potential environmental impacts of a net addition of 1,109,445 sf of retail, office, hotel, and cultural arts-related uses, including 140,000 sf of art museum/academy space, on 54 acres within the North Costa Mesa Specific Plan. The EIR Addendum evaluated the potential impacts of a smaller 66,750 sf art museum (the Orange County Museum of Art) with a reduced building height (75 ft rather than 80 ft) and a drop-off area for school buses on the museum's eastern side. The EIR Addendum also assessed modifications to the previously approved grading plan, site plan, and landscaping for the art museum site to reflect the project. No modifications to any of the other elements in the South Coast Plaza Town Center Project were included. Under Mr. Bensley's direction, LSA completed the EIR Addendum within a very aggressive schedule, as requested by the City of Costa Mesa. The Costa Mesa Planning Commission considered the EIR Addendum and approved the project on January 14, 2019.

PREVIOUS AND CURRENT CLIENTS

- City of Cypress
- City of Huntington Beach
- City of Anaheim
- City of Costa Mesa
- City of Dana Point
- City of Lake Forest
- City of Garden Grove
- City of Huntington Beach
- City of Laguna Woods
- City of Norwalk

CHRIS JONES, AICP

ASSOCIATE / SENIOR ENVIRONMENTAL PLANNER

CONTRACT ROLE: PROJECT MANAGER / PRIMARY POINT OF CONTACT



EXPERTISE

- CEQA/NEPA

EDUCATION

J.D., Northwestern School of Law at Lewis & Clark College, Portland, Oregon, June 2003

B.A., Sociology, University of Minnesota, Twin Cities, December 1999

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Associate Planner: 2024–Present

Senior Environmental Project Manager, Kimley-Horn, Los Angeles, California, April 2023–April 2024

Principal Associate, Environmental Science Associates, Sacramento, California, November 2017–April 2023

Other Companies: 2005–2017

PROFESSIONAL RESPONSIBILITIES

Mr. Jones has more than two decades of project management experience, including 19 years of experience in the environmental field as a project manager, technical lead, and author of NEPA and CEQA environmental documentation for various aviation, transportation, community development, and land use projects. Mr. Jones has more than 17 years of experience in preparation of Airport Land Use Compatibility Plans in California. He has expertise in geographic information systems (GIS) and experience in the preparation of noise, air quality, and greenhouse gas analyses. In addition, Mr. Jones has experience coordinating agency consultation and project permitting with both federal, State, and local agencies.

PROJECT EXPERIENCE

City of Long Beach, 5910 Cherry Industrial Building Project
Long Beach, California

Prior to joining LSA, Mr. Jones served as Deputy Project Manager for the EIR for the proposed 5910 Cherry Industrial Building Project in Long Beach. The EIR evaluated the proposed development of a 304,344-square-foot concrete, tilt-up industrial building. To prepare for redevelopment of the parcel with the project, the existing eight buildings on the project site would be demolished and removed. Environmental effects analyzed in the EIR included impacts associated with cultural resources, land use, geology and soils, noise, and transportation. Mr. Jones managed preparation of the Draft EIR and provided technical peer review of the traffic and noise technical reports.

LeSar Development Corporation on behalf of the City of Palmdale, Palmdale Housing Opportunity Project
Palmdale, California

Prior to joining LSA, Mr. Jones was Deputy Project Manager for preparation of an IS/MND evaluating the potential environmental effects of a housing development plan for approximately 13 acres of land owned by the City of Palmdale and the Palmdale School District. The project goal is to accelerate housing production and address local housing needs. Mr. Jones oversaw preparation of the IS/MND and managed coordination with the project applicant and the City of Palmdale.

City of Long Beach, First Citizens Bank – Long Beach Project
Long Beach, California

Mr. Jones served as Deputy Project Manager for preparation of an Initial Study and supporting technical reports for the proposed First Citizens Bank and office building in Long Beach. Mr. Jones managed preparation of the Initial Study that is being used to support a focused EIR currently in development. The project site was the former location of four oil wells, two of which were abandoned and lost a century ago. Mr. Jones also prepared a Code Modification Request seeking waiver of regulatory requirements applicable to the closure of oil wells.

City of Tracy, City of Tracy Temporary Emergency Housing Facility
Tracy, California

Mr. Jones was Project Manager for preparation of a Department of Housing and Urban Development (HUD) Part 58 Environmental Assessment (EA) for funding of the Temporary Emergency Housing Facility Project in Tracy, California.

The project represented the second phase of a 154-bed capacity emergency housing facility with on-site case management services providing unhoused individuals with health, employment, and housing resources. The EA addressed the second phase of the project, which expanded on the existing facility by adding a sprung structure accommodating an additional 68 beds and access to restrooms, showers, and laundry facilities. Mr. Jones coordinated with City of Tracy and HUD staff, managed a team of technical experts preparing documentation in support of the EA, and served as primary author of the EA.

Los Angeles County Metropolitan Transportation Authority, Los Angeles Aerial Rapid Transit Project
Los Angeles, California

Prior to joining LSA, Mr. Jones was a project analyst, assisting in preparation of the Final EIR for the proposed Los Angeles Aerial Rapid Transit (LA ART) Project. The LA ART Project would connect Los Angeles Union Station to the Dodger Stadium property via an aerial gondola system, as well as an intermediate station at the southernmost entrance of the Los Angeles State Historic Park. Mr. Jones helped prepare responses to comments and the statement of overriding considerations.

Google, LLC on behalf of the City of San Jose, Downtown West Mixed-Use Plan
San Jose, California

Mr. Jones served as a project analyst, assisting in the preparation of the EIR for the Downtown West Mixed-Use Plan in San Jose. Project applicant Google LLC proposed the Downtown West Mixed-Use Plan as part of the company's expansion of its workforce and business operations in the Bay Area. The project would create a mixed-use neighborhood and would involve the phased development of new buildings on approximately 81 acres on the west side of Downtown San Jose. The 5,900 residential units, 300 hotel rooms, 800 rooms of limited-term corporate accommodations, 100,000 gross square feet of event and conference space, on- and off-street public/commercial and residential parking, approximately 15 acres of parks and open space, and various associated improvements to utilities and the transportation network, both within the project site and to and from surrounding neighborhoods. Mr. Jones assisted in preparation of the land use and planning, hazards and hazardous materials, and noise sections for the EIR.

City of Inglewood, Inglewood Basketball and Entertainment Center Project
Inglewood, California

Mr. Jones served as a project analyst, assisting in the preparation of the EIR for the Inglewood Basketball and Entertainment Center (IBEC) Project in Inglewood, California. The IBEC Project developed a 28-acre entertainment complex that included a 18,000-seat arena, a transportation and hotel site, and associated parking and other improvements. Mr. Jones assisted with the EIR by preparing aviation-related sections of the hazards and hazardous materials and noise sections.

PREVIOUS AND CURRENT CLIENTS

- City of Long Beach
- Sacramento Area Council of Governments
- Inyo County Department of Public Works
- City of Tracy
- City of Laguna Woods
- Humboldt County Department of Public Works
- City of South Lake Tahoe
- Federal Aviation Administration
- City of Cypress
- City of Watsonville, Watsonville Municipal Airport

OLIVIA MATTAIR

ENVIRONMENTAL PLANNER

CONTRACT ROLE: ASST. PROJECT MANAGER / ENVIRONMENTAL PLANNER



EXPERTISE

- CEQA/NEPA Compliance
- Environmental Impact Analysis
- Environmental Justice
- Environmental Document Preparation
- Grant/Contract Proposals

EDUCATION

B.A., Environmental Studies, B.A. Sociology, University of California, Santa Barbara, March 2023 (High Honors)

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Environmental Planner, 2024–present
- Assistant Environmental Planner, 2023–2024

President/Tree Care Coordinator, Your Children's Trees at UCSB Nonprofit, Santa Barbara, California, 2021–2023

PROFESSIONAL RESPONSIBILITIES

Ms. Mattair is an Environmental Planner who began her career with LSA in the spring of 2023 after graduating from the University of California, Santa Barbara with high honors. As a Sociology and Environmental Studies double major, Ms. Mattair specializes in the nexus between social and environmental concerns, including equity, community cohesion, environmental justice, cultural/historical resource analysis, and tribal consultation pursuant to Assembly Bill 52 and/or Senate Bill 18.

As an Environmental Planner with LSA, Ms. Mattair's primary job responsibilities include environmental document preparation, inter-departmental coordination, and project management assistance.

PROJECT EXPERIENCE

City of Garden Grove: Christ Cathedral Planned Unit Development Revision Project
Garden Grove, California

Ms. Mattair is currently serving as Project Manager for the Christ Cathedral Planned Unit Development (PUD) Revision Project, which proposes several new church-serving physical improvements within the Christ Cathedral Campus, as well as a revised master PUD Site Plan. Ms. Mattair attends meetings with the City of Garden Grove and project applicant to develop a mutual understanding of the project, communicate data needs, and provide project updates. Ms. Mattair coordinates with internal technical staff to communicate changes to the project's design since its previous iteration. Ms. Mattair is also responsible for the preparation of the Project Description and Draft IS/MND for the project.

The Freedom Business Park Project
City of Menifee, California

Ms. Mattair was responsible for the preparation of the Cultural Resources, Tribal Cultural Resources, Alternatives, and Other CEQA Considerations sections of the Draft EIR for the Freedom Business Park Project, which proposed a business park consisting of approximately 290,000 square feet of warehouse and office space. Ms. Mattair coordinated with the LSA project team to ensure consistency across sections and provided project management support through tasks such as communicating with the City.

Orange County Cemetery District: Gypsum Canyon Cemetery Project
Anaheim, California

Ms. Mattair served as the Assistant Project Manager for the Gypsum Canyon Cemetery Project, which proposed the development of a public cemetery and a California Department of Veterans Affairs cemetery within the City of Anaheim's Mountain Park Specific Plan through an Addendum to the previous EIR prepared for the Specific Plan. Ms. Mattair was responsible for the preparation of the Introduction, Land Use and Planning, Noise, and Population and Housing, and References sections of the EIR Addendum. Ms. Mattair coordinated with the LSA project team to ensure LSA's completion of the EIR Addendum within a very aggressive schedule, as requested by the City of Anaheim. Ms. Mattair also regularly coordinated with the Project Applicant and the City to provide copies of technical studies prepared by LSA and to draft and refine Specific Plan and General Plan Amendment Justification Letters.

City of Dana Point: Stonehill Drive Improvement Project
City of Dana Point, California

Ms. Mattair was responsible for preparing the proposal for the Stonehill Drive Improvement Project that led to the City selecting LSA to serve as the environmental consulting team for the project, which included safety and mobility improvements to the Stonehill Drive roadway providing access between Dana Point and San Juan Capistrano. Ms. Mattair served as Assistant Project Manager for the preparation of an IS/MND and drafted the Project Description as well as the IS/MND document. Ms. Mattair attended coordination calls with City of Dana Point staff and served as the liaison between LSA's project management team and in-house technical staff throughout the preparation of technical studies.

City of Cypress: Cypress Housing Element Update Implementation Project
Cypress, California

Ms. Mattair was responsible for the preparation of the Land Use and Planning, Cultural Resources, Tribal Cultural Resources, Other CEQA Considerations, and Mitigation Monitoring and Reporting sections of the Draft Program EIR for the implementation of the City of Cypress's 2021–2029 Housing Element Update. This project proposed changes to allowable residential densities within three of the City of Cypress's Specific Plans to achieve the number of new housing units set forth by the City of Cypress's Regional Housing Needs Allocation. Ms. Mattair performed individual research and coordinated with technical staff to gather qualitative and quantitative data to substantiate her analysis. She coordinated with other project team members to provide and receive edits and to gather the information from each section needed to prepare the Mitigation Monitoring and Reporting Program.

City of Long Beach: 4501 Orange Avenue Residential Project
City of Long Beach, California

Ms. Mattair took over as Assistant Project Manager for the 4501 Orange Avenue Residential Project, which proposed 32 three-story townhomes on a 1.01-acre site in Long Beach. Ms. Mattair was responsible for overseeing public distribution of the Draft Initial Study/Mitigated Negative Declaration, including posting relevant documents to the State Clearinghouse and coordinating the physical mailing. Ms. Mattair was also responsible for the preparation of the Mitigation Monitoring and Reporting Program, Response to Comments, and Final IS/MND documents. Ms. Mattair coordinated with technical and document management staff to prepare thorough responses to comments received by agencies and interested parties. Ms. Mattair also attended the Public Hearing for the project.

PREVIOUS AND CURRENT CLIENTS

- City of Dana Point
- Orange County Cemetery District
- City of Placentia
- City of Cypress
- City of Garden Grove
- City of Menifee
- City of Long Beach
- City of Anaheim
- City of Laguna Woods
- City of Orange

CARA CUNNINGHAM

ASSOCIATE / SENIOR ENVIRONMENTAL PLANNER

CONTRACT ROLE: AIR QUALITY / GHG AND ENERGY



EXPERTISE

- CEQA Document
- Environmental Analysis
- Air Quality Analysis
- Greenhouse Gas Emission Analysis
- Land Use Planning

EDUCATION

B.S., City and Regional Planning, minor in Real Property Development, California Polytechnic State University, San Luis Obispo, June 2015

PROFESSIONAL EXPERIENCE

LSA, Clovis, California

- Associate Planner: 2023–Present
- Senior Planner: 2020–2022
- Environmental Planner: 2014–2019

SPECIALIZED TRAINING

CEQA Case Law Update, 2016

Advanced CEQA Workshop, 2016

NEPA Essentials Workshop, 2016

PROFESSIONAL RESPONSIBILITIES

Ms. Cunningham is an Associate/Senior Environmental Planner and provides project management and technical assistance on a variety of planning and environmental documents, including EAs, ISs, and EIRs. Ms. Cunningham has been involved in residential and commercial development projects, road improvement projects, and program-level plans. She has a strong foundation in land use planning and is well versed in addressing impacts to air quality, energy, and greenhouse gas emissions. Ms. Cunningham is proficient with the use of air quality models, including the California Emissions Estimator Model.

PROJECT EXPERIENCE

City of Hanford, Hanford Place Project IS/MND
Hanford, Kings County, California

Ms. Cunningham, serving as the Project Manager, prepared both technical and non-technical sections of the IS/MND for the project, which would develop a medical and mixed-use development and would construct 15 specialized education, retail, medical office, skilled nursing and assisted living, and multifamily residential uses, as well as a bioinfiltration basin, associated open space, circulation and parking, and infrastructure improvements.

City of Santa Ana and Caltrans District 12, Fairview Street Improvements Project
Santa Ana, California

Ms. Cunningham is serving as the Project Manager and has prepared both technical and non-technical sections of the IS/MND and Categorical Exclusion for the project, which consists of widening Fairview Street from 9th Street to 16th Street, including replacing the Fairview Street bridge over the Santa Ana River.

City of Long Beach, Climate Action and Adaptation Plan EIR Project
Long Beach, California

Ms. Cunningham prepared the Air Quality, Energy, and Greenhouse Gas EIR sections for the Climate Action and Adaptation Plan (CAAP) EIR Project. LSA assisted the City of Long Beach in the preparation of the EIR for its CAAP and Safety Element Update. The project was the adoption of a CAAP and associated minor amendments to the General Plan Safety Element to recognize climate impacts and incorporate climate adaptation and resiliency strategies.

City of Menlo Park, 111 Independence Drive EIR
Menlo Park, California

Ms. Cunningham prepared the Air Quality, Greenhouse Gas, and Noise sections of the EIR for the project, which would result in the demolition of existing office space and redevelopment of the project site with a 145,350-gross-square-foot, eight-story multifamily apartment building with 105 dwelling units and a 712-square-foot potential commercial space, as well as associated open space, circulation and parking, and infrastructure improvements.

City of Milpitas, 1724 Sunnyhills Court Project IS/MND
Milpitas, California

Ms. Cunningham prepared the Air Quality, Energy, Greenhouse Gas, and Noise sections of the IS/MND for the project, which includes the demolition of an existing leasing/community building and the construction of 44 two- to three-story multifamily residential units, a new leasing building, and site improvements.

City of Fresno, General Plan Environmental Impact Report Update
City of Fresno, California

Ms. Cunningham prepared the Air Quality, Energy, Greenhouse Gas, and Noise sections of the EIR. The project included the update of the City's General Plan Master EIR to a Program EIR for it to conform with State law and to be consistent with recent legislative changes. This update is intended to streamline implementation of the General Plan by supporting the General Plan's programs and projects with updated environmental analysis, regulatory framework, and mitigation measures pursuant to CEQA. Key components include air quality analysis and health risk assessment, updating the City's Greenhouse Gas Reduction Plan, and transportation and vehicle miles traveled analyses.

City of Anaheim, Stadium District Sub-Area A Project, Sustainable Communities Environmental Assessment
City of Anaheim, California

Ms. Carlucci prepared the Air Quality, Energy, and Greenhouse Gas sections of the Sustainable Communities Environmental Assessment for the project. The project would be transformed from a large surface parking lot supporting Angel Stadium and the City National Grove of Anaheim into a pedestrian and transit-friendly mixed-use "town center" that includes multifamily housing, retail, dining, recreational/park, office, and hotel uses, all close to a major transit stop (the ARTIC) and high-quality transportation corridors – while retaining Major League Baseball and the Los Angeles Angels of Anaheim.

City of Porterville, River View Villas Project IS/MND
Porterville, Tulare County, California

Ms. Cunningham served as the Project Manager and prepared both technical and non-technical sections of the IS/MND for the project, which would include the subdivision of the project site into 13 parcels to allow for the development of 62 multifamily residential units. The project would require a General Plan Amendment and Zone Change to Medium Density Residential. The project would also include a remainder lot that would remain Commercial-Residential. The remainder lot is not proposed for development as part of the project.

Clovis Tru by Hilton Project Technical Studies
Clovis, Fresno County, California

The project would include the development of an 86-room hotel with on-site parking between California State Route 168 to the west and Clovis Avenue to the east on two parcels in Clovis. Ms. Cunningham prepared the Air Quality and Greenhouse Gas Impact Analysis and Noise Study.

PREVIOUS AND CURRENT CLIENTS

- City of Anaheim
- City of Antioch
- City of Berkeley
- City of Carlsbad
- City of Clovis
- City of Cypress
- City of El Cerrito
- City of Fremont
- City of Huntington Beach
- City of Laguna Woods

DEAN ARIZABAL

PRINCIPAL / TRANSPORTATION

CONTRACT ROLE: TRAFFIC / TRANSPORTATION



EXPERTISE

- Transportation Planning and Traffic Impact Assessment
- Data Collection and Analysis
- Parking Demand and Shared Parking Analysis

EDUCATION

B.S., Computer Engineering, University of California, Irvine, 2002

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Principal Transportation Planner: 2021–Present
- Associate Transportation Planner: 2016–2021
- Senior Transportation Planner: 2010–2016
- Transportation Planner: 2005–2010

PROFESSIONAL REGISTRATIONS

Orange County Traffic Engineering Council

Association of Environmental Professionals

PROFESSIONAL RESPONSIBILITIES

Mr. Arizabal has been involved in transportation planning since 2005. With nearly 19 years of experience, Mr. Arizabal's primary responsibilities and experience include preparing or managing the preparation of technical analyses of land development and roadway improvement projects, including comprehensive Traffic Impact Analyses, traffic operations analyses, and parking studies. He has prepared numerous traffic impact studies and access and on-site circulation analyses for mixed-use, residential, commercial, office, institutional, and alternative energy projects. Many of Mr. Arizabal's reports and documents are incorporated into an EIR or IS/MND.

PROJECT EXPERIENCE

Garden Communities, Elements Project
Irvine, California

Mr. Arizabal prepared a Traffic Impact Analysis that analyzed potential impacts associated with the transfer of development rights and mixed-use development of 1,600 apartment units and 17,000 square feet of retail use within Planning Area 36 (the Irvine Business Complex [IBC]) in Irvine. The project site is north of Campus Drive, south of Dupont Drive, east of Bardeen Avenue, and west of Jamboree Road. The study consists of 29 roadway segments and 25 intersections. The *Highway Capacity Manual* methodology was used to analyze Caltrans intersections. An access analysis was conducted per the City of Irvine's Transportation Design Procedures criteria. The Traffic Impact Analysis was approved.

2020 Citywide Circulation Phasing Analysis Report
Irvine, California

Mr. Arizabal served as Project Manager. LSA prepared the 2020 Citywide Circulation Phasing Analysis Report to identify circulation deficiencies and recommend physical or operational improvements throughout Irvine. This report was prepared through coordination with City of Irvine staff and the Task Force, as required by City Council Resolution No. 19-08. This report evaluated 510 roadway segments and 250 intersections throughout Irvine. Key improvement considerations included daily and peak-hour volumes, adjacent land uses, right-of-way constraints, costs, impacts/benefits to alternative transportation (bicyclists and pedestrians), and alternative analysis methods (e.g., the *Highway Capacity Manual* operational analysis).

Diamond Jamboree, Ltd., Diamond Jamboree Retail Center Project
Irvine, California

For this project, Mr. Arizabal prepared an access analysis to evaluate build out of the retail center, including intensification of the land uses on site. This analysis has determined the adequacy of the existing access points and recommended necessary improvements, both on and off the site. The access study has been approved. The Diamond Jamboree retail center, located at the southwest corner of Jamboree Road/Alton Parkway in Irvine, has been constructed and is in operation. Mr. Arizabal tracks existing and future tenants of the 113,043-square-foot retail center. LSA continues to analyze the parking demand, shared parking (both on and off site), and internal circulation based on proposed land use changes.

City of Newport Beach, Westcliff Plaza Restaurants Project
Newport Beach, California

As part of LSA's on-call contract with the City of Newport Beach, Mr. Arizabal oversaw the preparation of a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed Westcliff Plaza Restaurants project within the existing Westcliff Plaza shopping center at 1000–1150 Irvine Avenue in Newport Beach, California. The project aims to construct a new 11,953-square-foot restaurant pad for three fast-food restaurants without drive-through windows. In addition, the project includes the conversion of some existing retail spaces into a health/fitness club, a medical-dental office, and a restaurant. As part of the project, the parking lot on site will be reconfigured. The traffic analysis was prepared consistent with the City of Newport Beach Traffic Phasing Ordinance, the Orange County Congestion Management Program, and CEQA. The Traffic Impact Analysis was approved.

Great Far East, The Landmark Project
Irvine, California

Mr. Arizabal prepared an access analysis and a parking study for the mixed-use development of a 386-room hotel, 448,200 square feet of office use, and 13,665 square feet of retail/restaurant use in Irvine. The access analysis evaluated potential traffic and circulation impacts associated with the project driveways, gated entries to the parking structure, and valet operations. The parking study analyzed the adequacy of the parking supply for the project based on the proposed mixed-use operations, peak time-of-day utilization factors, and available alternative modes of transportation. The project was approved by the City of Irvine.

City of Newport Beach, Newport Crossings Project
Newport Beach, California

As part of LSA's on-call contract with the City of Newport Beach, Mr. Arizabal oversaw the preparation of a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed Newport Crossings project north of Dove Street, south of Corinthian Way, east of Scott Drive, and west of Martingale Way in Newport Beach, California. The project includes demolition of the existing commercial buildings on site and construction of 350 residential units, 5,500 square feet of retail use, 2,000 square feet of restaurant use, and a 0.50-acre public neighborhood park. The traffic analysis was prepared consistent with the City of Newport Beach Traffic Phasing Ordinance and CEQA. The Traffic Impact Analysis was approved.

Garden Communities, Trilogy Gardens Project
Irvine, California

Mr. Arizabal prepared a Traffic Impact Analysis to analyze potential impacts associated with the transfer of development rights and residential development of 876 apartment units and ancillary retail use within Planning Area 36 (the IBC) in Irvine. The project site is bounded by Martin Court to the north and west, Campus Drive to the south, and Von Karman Avenue and existing office uses to the east. The traffic analysis consisted of 45 roadway segments and 33 intersections. The *Highway Capacity Manual* methodology was used to analyze Caltrans intersections. An access analysis was conducted per the City of Irvine's Transportation Design Procedures criteria, and the City approved the traffic analysis.

PREVIOUS AND CURRENT CLIENTS

- City of Carlsbad
- City of Cypress
- City of Garden Grove
- City of Hayward
- City of Irvine
- City of Laguna Niguel
- City of Lake Forest
- City of Long Beach
- City of Newport Beach
- City of San Juan Capistrano

IVAN STRUDWICK, RPA

ASSOCIATE / ARCHAEOLOGIST

CONTRACT ROLE: CULTURAL RESOURCES AND TRIBAL CONSULTATION



EXPERTISE

- Prehistoric Archaeology
- Prehistoric Artifact and Marine Shell Identification
- Circular Shell Fishhooks
- Cultural Resource Management

EDUCATION

M.A., Anthropology, Specializing in Archaeology, Magna Cum Laude, California State University, Long Beach, California, 1986

B.A., Anthropology, California State University, Long Beach, California, 1981

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Associate/Archaeologist: 1994–Present

Other Companies: 1990–1994

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

Register of Professional Archaeologists (RPA No. 10350)

Professionally Listed Archaeologist for the Counties of Orange, Riverside, San Diego, and Santa Barbara

PROFESSIONAL RESPONSIBILITIES

Mr. Strudwick has 42 years of archaeological experience throughout California. He has conducted and managed all phases of archaeological projects, including fieldwork, laboratory analysis, research, and report writing. His duties include project design and proposal preparation for assessments, surveys, testing, and data recovery mitigation; personnel supervision; and report write-up, resource evaluation, and recommendations. Mr. Strudwick also serves as LSA's primary field and laboratory director and has directed excavations with field crews of over 80 individuals. Additionally, Mr. Strudwick has worked as the Native American coordinator for extensive multiyear projects. During a professional career spanning four decades, Mr. Strudwick has conducted archaeological projects in Alameda, Del Norte, Humboldt, Imperial, Kern, Lake, Los Angeles, Mendocino, Monterey, Napa, Orange, Riverside, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, San Bernardino, Santa Clara, Santa Cruz, Tehama, and Ventura Counties, as well as on three of the Channel Islands (Santa Catalina, San Clemente, and San Nicolas). Mr. Strudwick was the field director and primary report author for the first cultural resource management project ever awarded for San Clemente Island. Additionally, he has numerous professional publications in peer-reviewed scientific journals. The extent of Mr. Strudwick's experience conducting and managing both small and large archaeological projects and coordinating with Native Americans gives him unique perspective and ability in relation to cultural resource management.

PROJECT EXPERIENCE

Caltrans District 12, On-Call Environmental Services (Contract No. 12A1655) Orange County, California

Mr. Strudwick conducted the following assessment work, including record searches and surveys; prepared Extended Phase 1 Survey proposals and reports; directed all fieldwork; prepared the Archaeological Survey Reports, Finding of Effects Reports, and Environmentally Sensitive Area Action Plan Reports; and assisted with the Historic Property Survey Reports for multiple task orders under this Caltrans District 12 contract. Projects included several linear miles along each of the following highways: Pacific Coast Highway (SR-1), Ortega Highway (SR-74), Laguna Canyon Road (SR-133), and Carbon Canyon Road (SR-142).

Pelican Hill Golf Course Overhead Fence Project Orange County, California

In 2021–2022, Mr. Strudwick conducted and prepared the CEQA-level archaeological assessment of the Pelican Hill Golf Course Fence Project that consisted of the replacement of a 485 linear foot long overhead protective fence along a trail in Crystal Cove State Park adjacent to the southern (coastal) side of the 12th hole of the Pelican Hill Golf Club's South Course. The project, conducted for The Irvine Company, was in the Cameo Shores portion of Newport Coast just east of Corona del Mar, and included a record search, survey, and descriptive report of the fence area, all conducted by Mr. Strudwick, that identified archaeological sites at both ends of the fence area and an adjacent archaeological district (the 2,791-acre, 31-site, Crystal Cove Archaeological District).

California Seabreeze Project, Costa Mesa
Orange County, California

In 2020, Mr. Strudwick conducted and prepared a CEQA-level archaeological assessment of the 0.5-acre California Seabreeze Project in Costa Mesa near Newport Beach. The project included a record search, survey, and descriptive report of three potential project alignments for construction of a drainage culvert from private residences and businesses into the adjacent Banning Ranch. The report made avoidance recommendations for potential impacts to resources recorded in and adjacent to the various project alternatives.

OC Waste & Recycling, Prima Deshecha Zone 4 Expansion Project
Orange County, California

From April 2014 through October 2020, under contract to OC Waste & Recycling, LSA conducted an array of archaeological studies of the cultural resources at Prima Deshecha Landfill, all directed by Mr. Strudwick. In 2014 and 2015, the initial work included a record search and survey of the landfill's 641.6-acre Zone 4 Expansion Project Area of Potential Effects (APE) conducted per Section 106 of the National Historic Preservation Act (NHPA) of 1966 (Section 106), as amended, and its implementing regulations (Title 36, part 800). Record search information provided by the South Central Coastal Information Center showed that 12 cultural resources, including five prehistoric sites and seven isolated finds, were recorded. The survey of the landfill APE relocated three of the previously recorded sites in the APE, identified one previously recorded site just outside the APE, and found six new resources (four sites and two isolates). Two of the four newly recorded resources were prehistoric, and two were historic. Thus, 18 existing cultural resources (nine sites and nine isolated finds) were identified. Significance testing was recommended at five sites.

OC Parks, Canyon 2 Fire Survey Project
Anaheim and Unincorporated Orange County, California

As the Qualified Archaeologist, Mr. Strudwick conducted the record search of the area, directed the survey, and authored the report describing the results of the project. From 2018 to 2019, LSA conducted a selective survey project of approximately 350 acres of a 3,342-acre project area composed of two arbitrary polygons within OC Parks' Weir and Fremont Canyons Nature Preserves located east and west of SR-241 (Eastern Transportation Corridor and Windy Ridge), north of Santiago Creek and Irvine Regional Park, 0.3 to 4.0 miles south of SR-91, and west of Weir Canyon and East of Gypsum Canyon. The survey was conducted to take advantage of the excellent ground visibility created by the 9,217-acre (14.4 square mile) Canyon 2 Fire of October 9–17, 2017, because the fire removed considerable dense coastal sage scrub that normally existed in this area. The survey focused on areas of less than 10 percent slope, including ridges, knolls, hilltops, and more level areas along drainage bottoms.

Alameda Corridor—East Construction Authority Grade Separation Projects
Los Angeles County, California

Mr. Strudwick conducted record searches and surveys for Archaeological Survey Reports and Historic Property Survey Reports under multiple task orders for this project. Projects included the Turnbull Canyon Road Grade Separation Project (City of Industry) and the Maple Avenue Pedestrian Overcrossing Project (City of Montebello).

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- City of Anaheim
- City of Carlsbad
- City of Dana Point
- City of Irvine
- City of Laguna Beach
- City of Long Beach
- City of San Juan Capistrano
- California Department of General Services
- County of Orange

CASEY TIBBET

ASSOCIATE / HISTORIAN / ARCHITECTURAL HISTORIAN
CONTRACT ROLE: HISTORIC RESOURCES



EXPERTISE

- Project Management
- Historic Preservation Planning
- Field Survey/Recording
- Historic Research
- CEQA/NEPA Evaluations and Compliance
- Caltrans Compliance
- USACE Compliance
- Findings of Effect
- National Register Nominations
- Historic Preservation Certification Part 1 and 2 Tax Credit Applications
- City Planning

EDUCATION

M.A., History (Historic Preservation), University of California, Riverside, 2005

B.A., Political Science, University of California, Riverside, 1987

PROFESSIONAL EXPERIENCE

LSA, Riverside, California

- Architectural Historian: 2005–Present

Other Companies: 1990–2005

PROFESSIONAL RESPONSIBILITIES

Ms. Tibbet has been practicing architectural history in southern California since 1997, first as part of her responsibilities as a city planner and later (2005) as a full-time architectural historian. She meets the Secretary of the Interior's Professional Qualification Standards as a Historian and Architectural Historian and has extensive experience with field recording/survey work, historic research, oral interviews, preparation of historic context statements, significance evaluations, California Department of Parks and Recreation (DPR) 523 forms, and cultural resources reports in compliance with CEQA and NEPA regulations, Caltrans requirements for CEQA and NEPA, and USACE requirements for NEPA. She has also written cultural resources ordinances. Ms. Tibbet has worked as the on-call preservation consultant for various cities and has surveyed and evaluated thousands of built environment resources.

PROJECT EXPERIENCE

Retainer Contract for the Department of General Services State of California

The Department of General Services (DGS) is the facility responsible for design and construction of state-owned projects throughout California. LSA has a five-year (2018–2023) retainer contract with DGS for environmental services, including cultural resources services. As part of this contract, LSA has completed or is in the process of completing cultural resource work for the following projects:

- ***Needles Border Protection Station Replacement:*** Ms. Tibbet is the Principal Architectural Historian for this project and is responsible for defining the Area of Potential Effects (APE) and for completing the Historical Resources Evaluation Report and Historic Property Survey Report. The Needles Border Protection Station (BPS) inspects vehicles traveling west into California on I-40 to ensure they are pest free. The project is being completed on behalf of the DGS in cooperation with Caltrans District 8 in compliance with Section 106, PRC Sections 5024 and 5024.5, and CEQA. The project is ongoing and involves developing an APE map, conducting archival research and field surveys, and documenting and evaluating historic-period resources on DPR 523 forms. Resources include the BPS and Route 66. The Historic Property Survey Report and related documents are subject to review and approval by Caltrans and the State Historic Preservation Officer (SHPO).

- ***Blythe Food and Agricultural Inspection Station:*** Ms. Tibbet is the Principal Architectural Historian for the Historic Property Survey Report and Historical Resources Evaluation Report for the replacement of the Blythe Food and Agricultural Inspection Station and related road improvements. The project is being completed on behalf of the DGS in cooperation with Caltrans District 8 in compliance with Section 106, PRC Sections 5024 and 5024.5, and CEQA. The project is ongoing and involves developing an APE map, conducting archival research and field surveys, and documenting and evaluating historic-period resources on DPR 523 forms. The Historic Property Survey Report and related documents are subject to review and approval by Caltrans and the SHPO.

- ***California Conservation Corps (Los Piños):*** LSA conducted a Historic Resources Assessment for this project located at 39251 Ortega Highway within the Trabuco Ranger District in the Cleveland National Forest in Orange County, California. The 43-acre site includes approximately 15 buildings, recreation facilities, an internal road system, and sewer ponds. The project proposes to use, maintain, and improve (where necessary) the existing facilities to accommodate new occupants. Ms. Tibbet completed intensive-level field surveys of the property, reviewed hundreds of pages of plans for the facility, and documented and evaluated the property under the National Register of Historic Places and California Landmark criteria pursuant to PRC Sections 5024 and 5024.5.

Caltrans, State Route 1, 7th Ave to Moss Street ADA Upgrade Project Historical Resources Evaluation Report Orange County, California

Ms. Tibbet served as the Principal Architectural Historian for this project, which included the evaluation of 16 historic-period resources dating from 1917 to 1966. This study was completed in accordance with the Section 106 and CEQA processes for review by Caltrans District 12.

City of Orange, Killefer Square Apartments
Orange, California

Ms. Tibbet completed an Impacts Assessment for this project, which proposed the adaptive reuse of the National Register-listed Lydia D. Killefer Elementary School and removal of all other buildings and parking to facilitate a multiple-family residential project with parking and various amenities. The Impacts Assessment was completed using the Secretary of the Interior's Standards for the Treatment of Historic Properties.

City of Anaheim, Lincoln Avenue Widening Project
Anaheim, California

Ms. Tibbet completed a historic resources assessment and impacts analysis for this project within the Anaheim Colony Historic District (ACHD). A total of 18 properties were documented and evaluated and, of those, eight properties, including the ACHD, were evaluated as "historical resources" as defined by CEQA. An impacts analysis was completed using the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

City of Anaheim, Library Green Space Project
Anaheim, California

Ms. Tibbet completed National Historic Preservation Act (NHPA) Section 106 compliance for the Anaheim Central Library Green Space Project (also known as the Children's Garden) located at 500 Broadway within the locally designated Anaheim Colony Historic District in Anaheim.

Caltrans, Historical Resources Evaluation Report for the I-5 Widening from El Toro Road to SR-73 Project Lake Forest, Mission Viejo, Laguna Hills, and Laguna Nigel, California

Ms. Tibbet served as the Principal Architectural Historian for this project, which involved the evaluation of 11 properties (10 residences and a school) within the APE. This study was completed in accordance with the Section 106 and CEQA processes for review by Caltrans District 12.

PREVIOUS AND CURRENT CLIENTS

- Sanyao International Inc.
- City of Anaheim
- Eric Tsang Architects
- Feng Xia Architect Inc.
- City of Laguna Beach
- City of Pomona
- Riverside County Office of Education
- City of Riverside
- CWE Corporation
- RS&H

BLAKE SELNA

PRINCIPAL / BIOLOGIST / CERTIFIED ARBORIST

CONTRACT ROLE: BIOLOGICAL RESOURCES



EXPERTISE

- Biological Assessments
- Jurisdictional Delineations
- Regulatory Permitting
- Mitigation Planning, Monitoring, and Reporting
- Construction Monitoring
- Arborist Reports
- Habitat Restoration Plan Design and Implementation

EDUCATION

B.S., Environmental and Resource Sciences, University of California, Davis, March 2000

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Principal: 2014–Present
- Associate Biologist: 2011–2013
- Senior Biologist: 2007–2010
- Biologist: 2000–2007

PROFESSIONAL CERTIFICATIONS/ REGISTRATIONS

Certified Arborist No. WE-7397A, International Society of Arboriculture

Certified Wetland Delineator, Wetland Training Institute

PROFESSIONAL RESPONSIBILITIES

With 24 years of professional experience at LSA, Mr. Selna expertly manages biological and regulatory services for both public and private clients and projects of all shapes and sizes, with special emphasis on Southern California. His expertise and experience include a wide range of biological and regulatory consultation, including biological resource analysis, jurisdictional delineation, regulatory permitting, habitat restoration, and mitigation planning and compliance monitoring. He is extremely familiar with assessing and restoring Southern California native habitats. He is also very familiar with the County of Orange Central/Coastal Subregion Natural Communities Conservation Plan/ Habitat Conservation Plan (NCCP/HCP), the Southern Subregion Habitat Conservation Plan and the Orange County Transportation Authority Measure M2 NCCP/HCP/Environmental Mitigation Program. In addition, he has worked within the regulatory frameworks of Los Angeles, San Diego, Riverside, and San Bernardino counties. As an International Society of Arboriculture Certified Arborist, Mr. Selna has prepared tree reports for projects in Newport Beach, Huntington Beach, Laguna Beach, Long Beach, Anaheim, Irvine, Santa Ana, Marina del Rey, San Juan Capistrano, Murrieta, Chino, Corona, Calabasas, Los Angeles, West Covina, Santa Clarita, Palmdale, unincorporated Los Angeles County, and the Angeles National Forest.

PROJECT EXPERIENCE

Caltrans District 12, On-Call Environmental Services
Orange County, California

Mr. Selna serves as Principal Biologist for this on-call contract. Mr. Selna provides technical Quality Assurance/Quality Control (QA/QC), regulatory permitting coordination, and biological resource analyses. Additionally, he provides QA/QC review of all work products prepared under the biological task orders, works with the Task Order Managers to ensure that the appropriate staffing/resources are available to complete task order deliverables within budget and schedule, and provides and participates, as needed, in consultations with resource/regulatory agencies regarding permitting and mitigation requirements. As part of this contract, Mr. Selna conducted arborist surveys and native tree inventories, and provides/provided QA/QC (Principal review) for several biological resource analyses, and construction monitoring for special-status species and habitats for various task orders on facilities including SR-55, SR-91, I-5, I-405, SR-133, and SR-1 under Contracts 12A1775 and 12A1655.

OC Waste & Recycling, South Region Landfills
Orange County, California

Since 2009, Mr. Selna has been managing the On-Call Biological Services contract for OC Waste & Recycling's South Region Landfills, primarily at Prima Deshecha Landfill. Current tasks include preparation of a Jurisdictional Delineation and regulatory-permit application package for more than 570 acres of proposed expansion, on- and off-site mitigation planning and design, and monitoring of installation and maintenance of more than 200 acres of habitat restoration. Mr. Selna has also worked on environmental analysis, permitting, and mitigation projects at OC Waste & Recycling's active Central and North

Region landfills (the Frank R. Bowerman and Olinda Alpha Landfills), as well as closed sites including Santiago, Gothard, and Coyote Canyon Landfills.

Mariners Village Arborist Services
Marina del Rey, California

Mr. Selna completed the initial surveys of the property and coordinated the initial comprehensive inventory of the trees on the project. As the scope of services expanded to special-status nesting bird monitoring and tree risk assessments, Mr. Selna assumed the role of Principal in Charge and delegated the day-to-day task management to the relevant specialists within LSA's Natural Resources team. LSA continues to provide ongoing evaluation of tree health, developed an annual pruning program, and conducted an annual colonial nesting bird monitoring program over the last 10 years.

City of Long Beach, Coastal Zone Tree Trimming
Long Beach, California

Mr. Selna provided Principal review and oversight for nesting bird surveys and arborist evaluations for the City of Long Beach. As part of an on-going on-call contract, Mr. Selna provides Principal oversight for projects such as the Belmont Plaza renovation, Leeway Sailing and Aquatic Center, City Hall, Public Safety Building, and the City's annual Coastal Zone tree trimming program.

Caltrans, SR-74 Pavement Rehabilitation Project
Orange County, California

Mr. Selna led a team of LSA biologists and International Society of Arboriculture (ISA) Certified Arborists that mapped, tagged, and inventoried coast live oaks (*Quercus agrifolia* var. *agrifolia*) and scrub oaks (*Quercus berberidifolia*) along a 2.5-mile widening of Ortega Highway (SR-74) in unincorporated Orange County. The team worked through the constraints of limited lane closure opportunities to safely inventory the trees that were within the project limits and adjacent to the two-lane highway. A total of 473 oak trees were inventoried and evaluated for health and structural characteristics. The inventory was intended to document pre-project conditions for later use in evaluating project impacts and to provide a basis for postconstruction mitigation.

Irvine Company, Bommer Canyon
Irvine, California

Mr. Selna designed and monitored the implementation of the Oak Tree Protection and Replacement Plan, which provided technical specifications for the minimization of impacts to existing oak trees and the replacement of trees that were unavoidably impacted during construction. The project involved the protection of oak trees adjacent to the grading area and soil/duff salvage and stockpile from the grading area. Restoration areas were specifically selected within the 0.45-acre area of remedial grading on the site, as well as the 1.23-acre off-site degraded oak woodland area that was damaged by cattle grazing. Sites were selected based on aspect, soil type and depth, hydrology, and existing vegetation. Stockpiled soil and duff were placed within remedial grading areas, and acorns were planted throughout the restoration areas. Currently, 109 replacement oak trees are growing from locally harvested acorns and have achieved the performance standards. More recently, Mr. Selna assisted the City of Irvine with its Recreation and Resource Management Plan and a Minor Amendment to the Natural Community Conservation Plan related to the development of public trails and trailhead facilities within the City's Open Space Preserve-South.

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- OC Flood (Orange County Flood Control)
- OC Waste & Recycling
- City of Carlsbad
- City of Irvine
- City of Rancho Palos Verdes
- City of Laguna Beach
- City of Long Beach
- Irvine Ranch Water District
- Irvine Company

ERIC KRIEG

ASSOCIATE / BIOLOGIST

CONTRACT ROLE: BIOLOGICAL RESOURCES



EXPERTISE

- Revegetation/Restoration
- Biological Assessments
- Construction Monitoring
- Flora and Fauna Surveys
- Mitigation Planning, Design, and Monitoring

EDUCATION

M.S., Biology (Ecology and Conservation), Illinois State University, Normal, Illinois, 1996

B.S., Biology, Frostburg State University, Frostburg, Maryland, 1993

PROFESSIONAL EXPERIENCE

LSA, Irvine, California

- Associate Biologist: 2011–Present
- Senior Biologist: 2004–2010
- Biologist: 1997–2003

PERMITS AND AUTHORIZATIONS

USFWS Permit No. TE-777965, Authority to survey for the threatened coastal California gnatcatcher

CDFW Scientific Collecting Permit No. SC-005874

PROFESSIONAL RESPONSIBILITIES

Mr. Krieg's primary duties consist of habitat restoration and biological resource monitoring during project implementation and long-term monitoring. He has experience preparing restoration plans and overseeing all aspects of a plan's implementation, from custom seed collection and native plant propagation through installation, maintenance, and monitoring procedures. Mr. Krieg has been involved in restoring coastal sage scrub, native grassland, oak woodland, riparian, and wetland habitats for mitigation projects. He has taken part in several relocation projects for sensitive plants, including the intermediate mariposa lily and many-stemmed dudleya. Mr. Krieg has assisted with conducting jurisdictional delineations and preparing permits for small wetland projects.

Mr. Krieg's responsibilities include most aspects of the entitlement process, from initial assessment to implementation and monitoring, followed by preparing the final reports for agency approval (USACE, CDFW, California Coastal Commission, USFWS, and RWQCB). He has prepared a number of Biological Assessments for approval by regulatory agencies, including mitigation monitoring plans according to USACE guidelines. Mr. Krieg has performed numerous focused surveys for sensitive species, including the desert tortoise, cactus wren, burrowing owl, coastal California gnatcatcher, many-stemmed dudleya, and intermediate mariposa lily. He has permits to perform protocol presence and absence surveys of coastal California gnatcatchers.

PROJECT EXPERIENCE

Caltrans District 12, Laguna Canyon Road (SR-133) Widening and Drainage Improvement Project
Orange County, California

Mr. Krieg served as Biological Task Manager for the Laguna Canyon Road (SR-133) Widening and Drainage Improvement Project. This project proposes several improvements along Laguna Canyon Road from the SR-73 Toll Road to just south of El Toro Road. This project included conducting protocol surveys (coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, and Pacific pocket mouse), surveys for special-status plant and animal species, habitat assessment, a Jurisdictional Delineation and report, and preparation of a Natural Environmental Study and Biological Assessment. Throughout the project, coordination with Caltrans biologist occurred in order to keep them up to date on the fieldwork and survey results.

Caltrans District 12, On-Call Environmental Services
Orange County, California

Mr. Krieg has been the Task Manager for several task orders, which involved the review and oversight for the preparation of a Caltrans Natural Environment Study, Jurisdictional Delineation, and Biological Assessment for a proposed highway safety improvement project from 2017 through 2019. Specific tasks included conducting multiple focused botanical surveys, general habitat suitability assessment surveys, vegetation and sensitive plant species mapping, and an oak tree impact evaluation. Mr. Krieg also managed and conducted the monitoring for slope stabilization projects along

SR-241. As part of this work, he conducted focused surveys for costal California gnatcatchers and prepared a construction monitoring report for USFWS.

Orange County Transportation Authority, I-5 (Avenida Pico to County Line)
San Clemente, California

Mr. Krieg performed protocol gnatcatcher surveys along I-5 from Avenida Pico to the San Diego County line. The surveys were conducted within suitable scrub habitat within the proposed impact limits and a 500-foot buffer. Mr. Krieg coordinated with USFWS and CDFW for the surveys.

Moulton Niguel Water District, La Paz Creek Vegetation Management Project
Mission Viejo, California

Mr. Krieg is serving as Project Manager for the Moulton Niguel Water District La Paz Creek vegetation management project. The project involved the removal of nonnative vegetation within the riparian area associated with the creek and the removal of native trees within the direct flow of the creek to reduce flooding potential at the Plant 3A Wastewater Treatment Plant/Advanced Water Treatment facility. A Streambed Alteration Agreement from the California Department of Fish and Game was obtained for this work and is guiding the restoration effort. The current phase of the project is monitoring the restoration activities of the Restoration Contractor, collecting annual data, and preparation of annual monitoring reports.

OC Public Works, El Moro Antenna
Orange County, California

Mr. Krieg acted as the Project Manager for the El Moro Antenna project in Crystal Cove State Park. He prepared the Coastal Development Permit extension when there was a delay in the start of construction. The extension permit was sent to the California Coastal Commission for review and approval. Mr. Krieg coordinated with OC Public Works to gather the required information for the permit extension and the California Coastal Commission approved it. Mr. Krieg will manage the biological, archaeological, and paleontological monitoring required for this project.

Geosyntec, Alpha Olinda Landfill, 10(a) Permit
Orange County, California

Mr. Krieg served as Project Manager for the Habitat Conservation Plan (HCP) and 10(a) Permit at Alpha Olinda Landfill. LSA worked with Geosyntec under its contract. Gnatcatcher surveys were performed in the proposed impact areas within coastal sage scrub. The 10(a) Permit application and HCP were prepared and sent to USFWS for approval and authorization. Mr. Krieg coordinated with OC Waste & Recycling to get the approved 10(a) Permit and get authorization to start the projects.

La Pata Avenue Extension Project
Orange County, California

Mr. Krieg assisted with several tasks on this roadway extension project. He performed construction monitoring, focused surveys for coastal California gnatcatchers, and floristic surveys for sensitive species.

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- City of Irvine
- City of Long Beach
- Forest Lawn Memorial-Park Association
- Geosyntec Consulting
- Southern California Edison
- OC Waste & Recycling
- County of Orange
- Irvine Ranch Water District
- Irvine Community Development Company

JOHN T. STEPHENS

PRINCIPAL / NOISE AND VIBRATION SPECIALIST

CONTRACT ROLE: NOISE AND VIBRATION



EXPERTISE

- Noise and Vibration Analysis
- Interior Acoustics

EDUCATION

B.S., Acoustical Engineering, minor in Communications
Purdue University, West Lafayette, Indiana, 2004

PROFESSIONAL EXPERIENCE

LSA, Point Richmond, California

- Executive Vice President: 2024–Present
- Principal Noise Specialist: 2022–Present
- Associate Noise Specialist: 2018-2022
- Senior Noise Specialist: 2012–2017

Other Companies: 2003–2012

PROFESSIONAL CERTIFICATIONS

E.I.T. License No. ET30504764, 2005

PROFESSIONAL RESPONSIBILITIES

Mr. Stephens is a Principal Noise and Vibration Specialist and part of LSA's environmental technical staff. He is primarily responsible for the preparation of noise and vibration studies for a variety of projects. Mr. Stephens is proficient in the use of various traffic noise models, the Roadway Construction Noise Model (RCNM), the Aviation Environmental Design Tool (AEDT), SoundPLAN Noise Prediction Software, and INSUL, a noise prediction software for building façades and partitions. Mr. Stephens is also responsible for performing noise and vibration monitoring surveys using a variety of Larson-Davis sound level meters and accelerometers. Mr. Stephens has supported numerous controversial studies, some of which required Non-Disclosure Agreements, and has attended public meetings as a professional expert.

PROJECT EXPERIENCE

City of Long Beach, General Plan Noise Element Update
Long Beach, California

Mr. Stephens served as the Technical Noise Lead for this project. Mr. Stephens discussed existing policies and plans with City of Long Beach staff to help refine the scope of work. As part of the technical analysis, a variety of noise measurements, both long-term 24-hour and short-term, were gathered to assess the existing noise environment. Mr. Stephens assisted with the development as well as the assessment of existing and future noise contours along the roadway network in the City of Long Beach, including rail, aircraft, and stationary source activities. Mr. Stephens continues to work with City of Long Beach staff on refining policies for future developments.

City of Long Beach, General Plan Land Use and Urban Design Elements
Long Beach, California

Mr. Stephens served as Noise Specialist for this project and assisted in the preparation of the technical noise and vibration analysis. Mr. Stephens discussed existing policies and plans with City of Long Beach staff to help refine the scope of work. As part of the technical analysis, a variety of noise measurements, both long-term 24-hour and short-term, were gathered to assess the existing noise environment. Additionally, Mr. Stephens assisted in the development and assessment of existing and future noise contours along the roadway network in the City of Long Beach and completed rail, aircraft, and stationary source activities.

City of Berkeley, 1900 Fourth Street Project EIR
Berkeley, California

Mr. Stephens served as Noise Resources Specialist. The project proposed the demolition of an existing structure and redevelopment of the site with 135 residential units and 33,080 square feet of retail and restaurant space, as well as parking and open space. The site is located entirely within the boundary of the West Berkeley Shellmound, a historical resource under CEQA and a local City Landmark.

Nakase Nursery/Toll Brothers Project
Lake Forest, California

Mr. Stephens served as Technical Peer Reviewer for the Noise and Vibration Technical Analysis for this project, which was prepared in support of the EIR for this project located in the City of Lake Forest. The project involved the

approval of an Area Plan that would facilitate the development of a master-planned community on a 122-acre site that is currently operating as an agricultural wholesale plant nursery.

Fairfield Residential Company, Glassell Park Residential Project
Los Angeles, California

Mr. Stephens served as the Senior Acoustical Specialist for this project and prepared the technical noise and vibration analysis in support of an IS/MND. Located in the Glassell Park neighborhood of Los Angeles, this project involved the demolition of a storage, warehousing, and distribution structure and the construction of a five-story residential building with 370 apartment homes, an approximately 1,900-square-foot co-work space, and a seven-story parking structure. The Technical Noise and Vibration Analysis identified potential construction noise and vibration impacts to surrounding receptors as well as long-term operational noise impacts. Additionally, the Technical Noise and Vibration Analysis provided design recommendations to confirm that the project was consistent with the City's exterior and interior noise criteria.

FF Realty III LLC, 200 Airport Boulevard Environmental Consistency Analysis
San Mateo County, California

Mr. Stephens assisted with the preparation of the Noise and Vibration Study for the project. The project involved the demolition of the existing buildings and the construction of a seven-story mixed-use building with ground floor commercial use in South San Francisco. The project site is designated as Downtown Transit Core in the South San Francisco Downtown Station Area Specific Plan (DSASP). LSA prepared a memorandum and checklist for the project that relied on the DSASP EIR, which provided a program-level analysis of development within the area encompassing the project site.

Lake Forest Kingdom Halls Project
Lake Forest, California

Mr. Stephens prepared the Noise and Vibration Impact Analysis. The project would construct two single-story buildings for religious purposes and would include parking for 140 vehicles, landscaping, and grading on 1.65 acres. Each building would be approximately 3,300 square feet in size and would include a library, an office, and a small auditorium holding 129 seats. The technical noise analysis analyzed operational noise impacts to the nearby noise sensitive uses and provided mitigation measurements to reduce significant noise impacts to comply with City of Lake Forest noise standards.

Moulton Niguel Water District Operations Project
Laguna Hills, California

Mr. Stephens prepared the Noise and Vibration Analysis for this project, which would consolidate administrative and operational functions currently located on the project site. The technical noise analysis analyzed operational noise impacts to the nearby noise sensitive uses and provided mitigation measurements to reduce significant noise impacts to comply with City noise standards.

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- California High Speed Rail Authority
- City of Anaheim
- City of Berkeley
- City of Carlsbad
- City of Cypress
- City of Dana Point
- City of Huntington Beach
- City of Laguna Woods
- City of Lake Forest

PAM READING

PRINCIPAL ENVIRONMENTAL PLANNER

CONTRACT ROLE: WATER QUALITY AND AGRICULTURAL RESOURCES



EXPERTISE

- CEQA/NEPA Planning and Analysis
- Land Use Planning
- Natural Resource Management
- Water Quality
- NEPA & CEQA Agricultural Land Evaluations and Site Assessments

EDUCATION

M.S., Hydrology & Watershed Management. Yale University, School of Forestry & Environmental Studies, New Haven, Connecticut

B.A. (Magna Cum Laude), Environmental Studies/ Political Science, University of Vermont, Burlington, Vermont

PROFESSIONAL EXPERIENCE

LSA, San Luis Obispo, California

- Principal and Environmental Planner: 2017-Present
- Senior/Associate Planner: 2008-2017
- Environmental Planner: 2006–2008
- Assistant Environmental Planner: 2004–2006

PROFESSIONAL AFFILIATIONS

APA, California Central Coast Chapter

AEP, Channel Counties Chapter

PROFESSIONAL RESPONSIBILITIES

Ms. Reading is one of LSA's Environmental Planning Principals with a particular expertise in hydrology and water quality. Ms. Reading has been providing environmental planning services throughout California for the past 20 years. Ms. Reading specializes in working with public agencies to complete land development and transportation/infrastructure-oriented projects. She also serves as Principal and Project Manager for the preparation of a variety of documents pursuant to CEQA/NEPA, including ISs, MNDs, EIRs, PEARs, EAs, and EISs. In addition, Ms. Reading oversees LSA's in-house water quality work. In this capacity, she prepares and/or oversees the preparation of CEQA/NEPA technical water quality reports and analyses. She has served as a contract planner for cities and utilities on the central coast. In this capacity, Ms. Reading conducts analyses, prepares documents, and makes presentations to advisory and elected bodies about proposed projects.

PROJECT EXPERIENCE

City of San Luis Obispo Capital Improvement Plan On-Call Environmental
San Luis Obispo, San Luis Obispo County, California

Ms. Reading is Principal in Charge and provided review of scopes of work, budgets, and monitoring plans and reports for a variety of CIP projects on an on-call basis. Services provided by LSA under this contract include archaeological and historical assessments, archaeological subsurface investigations, biological assessments, preparation of Initial Studies, regulatory analysis and permitting, construction mitigation and monitoring, archaeological data recovery, and habitat restoration. To date, LSA has prepared several archaeological monitoring plans and conducted archaeological monitoring for projects located in culturally sensitive areas such as the Higuera Street Paving Project in Downtown San Luis Obispo.

Monterey County On-Calls for Bridge Design, for Environmental Planning and Consulting Services for Federally Funded Road/Bridge/Building Facilities Projects, and EIR Consultant List
Monterey County, California

Ms. Reading is the Principal in Charge and water quality specialist for on-call contracts with the County of Monterey Department of Public Works, Facilities, Parks, and the Planning Department. Under LSA's on-call contracts, Ms. Reading has or is currently managing a variety of projects, including (1) technical analyses and environmental documentation in of a proposed new sewer line to connect farmworker housing to the regional wastewater system; (2) technical analyses and environmental documentation of improvements to San Lorenzo Park; (3) technical analyses and environmental documentation for constructing an amphitheater on the north shore of Lake San Antonio and replacing the existing marina on the south shore; (4) cultural work to support replacing guardrails in various locations throughout Monterey County; (5) cultural work to support installing signs in almost 800 different locations along 28 roadways throughout Monterey County; (6) the preparation of American Engineering Record Documentation for the Historic Nacimiento Lake Drive Bridge; (7) technical analyses and environmental documentation in support of a new Bradley Branch Library; (8) technical analyses,

environmental documentation and regulatory permitting tasks to support assorted County of Monterey bridge projects; and (9) Regulatory permitting support for multiple roadway and bridge emergency repair projects.

City of Lake Forest On-Call for Environmental Consultant Services
Lake Forest, Orange County, California

Ms. Reading is the Principal in Charge and Water Quality Specialist for LSA's contract for On-Call Environmental Consultant Services with the City of Lake Forest. Most recently, Ms. Reading is serving as the Principal in Charge, Project Manager, and Water Quality Specialist for the IPT Enterprise Business Center and Western Realco Warehouse/Manufacturing Projects. The proposed projects include the demolition of existing commercial and office buildings and the construction of three separate buildings that will include a mix of manufacturing, warehouse, and office space. The proposed warehouse projects will also include the construction of parking, landscaping, and off-site transportation improvements.

City of Rancho Cucamonga On Call CEQA Consulting Services
Rancho Cucamonga, San Bernardino County, California

Ms. Reading is the Principal in Charge and primary contact for LSA's contract for On-Call Environmental CEQA Consulting Services with the City of Rancho Cucamonga. Most recently, Ms. Reading worked with the City of Rancho Cucamonga to complete a consistency analysis for a residential project with an approved Master Plan area and provided multiple technical studies in support of a Class 32 In-fill Exemption for a 6-unit housing development.

City of Colton Pre-Qualified Short List of Environmental Consultants
Colton, San Bernardino County, California

Ms. Reading is the Principal in Charge for LSA's contract with the City of Colton for Environmental Consulting Services. Most recently, Ms. Reading is serving as the Principal in Charge and Water Quality Specialist for the Reche Canyon Plaza Project. The project includes the development of approximately 18,124 square feet of local-serving commercial uses along Reche Canyon Drive in Colton. The project requires a Specific Plan Amendment to change the existing land use designation of the project site from "Estate Density" to "Commercial" and a General Plan Amendment to change the existing land use designation of an off-site parcel to allow for residential development to prevent a net loss of residential capacity within the city in compliance with SB 330 requirements.

Caltrans District 8 and City of Moreno Valley, SR 60/World Logistics Center Parkway Interchange Improvement Project
Moreno Valley and Unincorporated Riverside County, California

Ms. Reading was responsible for the preparing the Farmland Impact Conversion Impact Rating Form, coordinating with the NRCS, and preparing a Farmland Technical Memorandum for the City of Moreno Valley, in cooperation with Caltrans District 8, to reconstruct and improve the SR-60/World Logistics Center Parkway interchange to reduce congestion, improve traffic flow, and accommodate forecast traffic demands in and around Moreno Valley. Ms. Reading also authored the agricultural sections of the EIR/Environmental Assessment.

PREVIOUS AND CURRENT CLIENTS

- California Department of Transportation
- California Department of General Services
- City of Lake Forest
- City of Long Beach
- City of Menifee
- City of Morro Bay
- City of San Luis Obispo
- City of Carmel by the Sea
- County of San Luis Obispo
- County of Monterey

JEFF AGUILAR, PG

PRINCIPAL GEOLOGIST

CONTRACT ROLE: SUBCONSULTANT – GEOTECHNICAL

FIRM

Ninyo & Moore
Geotechnical and
Environmental Sciences
Consultants

EXPERTISE

- Geologic Investigations
- Phase I Site Assessments

EDUCATION

B.A., Geology, University of Nebraska, Lincoln, 1995

PROFESSIONAL EXPERIENCE

Ninyo & Moore, Irvine, California

- Principal Geologist: 2022–Present

Leighton & Associates, Irvine, California

- Associate Geologist: 2021–2022

Other Companies: 1995–2021

REGISTRATIONS

Professional Geologist, California, No. PG8178

OSHA 40-hour HAZWOPER with 8-hour refreshers

OSHA 8-hour HAZWOPER Site Supervisor Training

First Aid and CPR Training

PROFESSIONAL AFFILIATIONS

South Coast Geological Society

PROFESSIONAL RESPONSIBILITIES

As a Principal Geologist, Mr. Aguilar has extensive experience as an environmental geologist and project manager and is skilled in portfolio and project management, regulatory and client interactions, technical report writing and data analysis. His areas of expertise include developing investigative scopes of work, cost proposals; permitting; feasibility studies; remedial design and implementation; subcontractor management; operation of treatment systems; compliance monitoring; reporting and regulatory negotiations. He is knowledgeable in the regulatory process of federal, state, and local agencies including the United States Environmental Protection Agency (USEPA), California Regional Water Quality Control Board (RWQCB) Cal-EPA Department of Toxic Substances Control (DTSC), Southern California Air Quality Management District (SCAQMD) and Orange County Health Care Agency (OCHCA).

PROJECT EXPERIENCE

Weber Metals, 10700 & 10710 Sessler Street Phase I ESA
South Gate, California

Principal Geologist retained to conduct a Phase I Environmental Site Assessment (ESA) at 10700 and 10710 Sessler Street in South Gate, California (site) as part of a potential property acquisition. The Phase I ESA was conducted in accordance with ASTM Standard E1527-21. At the time of the site reconnaissance, the site was developed with two rectangular structures which are occupied by Precision Forging Dies, Inc. By 1949, structures were constructed west, northwest and south of the subject property.

City of Fontana, Phase I Environmental Site Assessment for 17001 Upland Avenue
Fontana, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

City of Moreno Valley, 4 APNS, Moreno Valley, California

Principal Geologist retained by D.R Horton to perform a Hazardous Materials Assessment (HMA) for four parcels (APNs 486-260-003, -004, -005, and -009) in Moreno Valley, California. The purpose of the HMA was to evaluate whether hazardous materials or recognized environmental conditions (RECs) (petroleum or other hazardous substances) were present on the parcels of land currently due to past or present use of the site and/or properties in the sites vicinity.

MUFG Union Bank, Phase I Environmental Site Assessment for 8365 Beech Avenue
Fontana, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity.

The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

David Grant Group, Phase I Environmental Site Assessment for APNs 367-180-042 and -049 and 367-300-002 and -003, Wildomar, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

ECORP Consulting, Phase I Environmental Site Assessment for Devil's Punchbowl Nature Center Pearblossom, California

Principal geologist for preparation of the Phase I ESA to evaluate the possibility that adverse environmental conditions are present at the site, due to past or present use of the site, and/or other properties in the site vicinity. The study followed the standard practices described in Section 6.2 of ASTM International (ASTM) Standard E 1527-21 and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule (40 Code of Federal Regulations Part 312 Section 312.25).

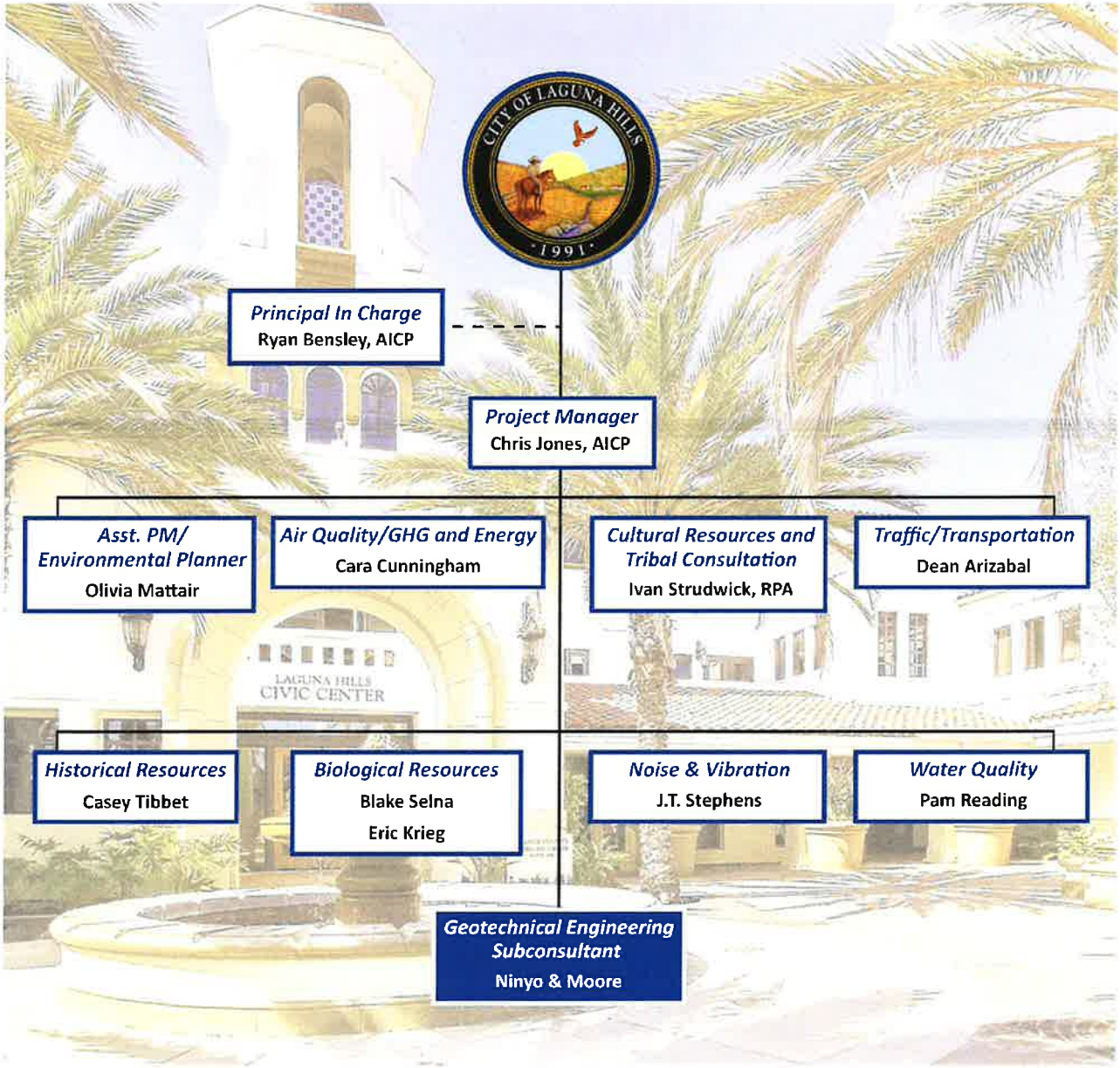
Vector Control Pipeline Abandonment, Indio, California

Principal Geologist retained to conduct a Phase I Environmental Site Assessment (ESA) of the approximate 2,581 feet of irrigation pipeline in Indio, California. At the time of the subject property reconnaissance, the subject property was undeveloped land associated with the Whitewater River to the north and west, a railroad and residential properties to the south, and commercial properties to the east. Due to the current development of the subject property into pedestrian and bike lanes, disturbed soils associated with excavation and grading of subject property were observed. The Phase I was performed this ESA in conformance with the scope and limitations of ASTM E1527 21.

D. Organizational Chart

We have provided an organization chart below which lists all key individuals who will be working on projects under this as-needed contract. The staff listed on the organization chart will not be substituted without prior approval from the City, at which time an individual with similar qualifications will be named.

With a staff of nearly 180 employees, LSA possesses a number of staff members who share experience and qualifications. This shared expertise allows for LSA to seamlessly transition staff into roles in the event of a proposed change that is outside of the firm's control. As stated above, should a change become necessary over the course of the contract, LSA will notify the City and present the qualifications of the proposed staff member for City approval.



E. References

Per the Request for Qualifications (RFQ) requirements, LSA has provided three current client references below. LSA encourages you to contact our references regarding the quality of our work, management of budget and schedule, and attentiveness to project needs. All the contacts below have worked directly with our designated Principal in Charge, Ryan Bensley, or Primary Project Manager, Chris Jones, within the last 5 years.

LSA's References	
Contact Information	**Project/Contract of Reference**
Hayden Beckman, Senior Planner *City of Huntington Beach* 2000 Main Street Huntington Beach, CA 92648 hayden.beckman@surfcity-hb.org (714) 536-5561	**Project Name:** On-Call Environmental (CEQA) Services **Dates:** 2018–Ongoing **Brief Description:** Under contract with the City of Huntington Beach since 2018, LSA has been providing environmental documentation services to the City in compliance with State regulations. LSA recently worked on the Seacliff Inspired Senior Living (Assisted Living/Memory Care Facility) IS/MND Project, the Bolsa Chica Senior Living Community Project, and the Bella Terra Residential Project EIR Project under this contract.
Alicia Velasco, Planning Director *City of Cypress* 5275 Orange Avenue Cypress, CA 90630 avelasco@cypressca.org (714) 229-6700	**Project Name:** On-Call Planning and Environmental Services **Dates:** 2016–Ongoing **Brief Description:** LSA has been under contract with the City of Cypress since 2016 and has been providing environmental documentation services in compliance with State regulations for infill development and residential, commercial, and institutional development projects. LSA has recently worked on the Cypress Town Center EIR Project and the Cypress City Center EIR Project under this contract.
Christopher Macon, City Manager *City of Laguna Woods* 24264 El Toro Road Laguna Woods, CA 92637 cmacon@cityoflagunawoods.org (949) 639-0512	**Project Name:** Program EIR and General Plan Update **Dates:** 2021–Ongoing **Brief Description:** LSA is currently under contract with the City of Laguna Woods to prepare a Program EIR in support of a proposed General Plan and Zoning Code update that would create four new overlay zoning districts that would allow housing development, apply one of the four new overlay zoning districts to each of the 17 potential housing sites identified in the City's 2021–2029 Housing Element, and change the General Plan land use designation and zoning on 12 properties to better correlate existing uses with land use designations and zoning.

F. Project Understanding, Overview and Approach

Understanding



LSA proposes to provide the City with CEQA document preparation and review services on an on-call basis. We understand that expected services include conducting preliminary review of projects for CEQA purposes, preparing CEQA documents for the City (e.g., ISs in support of NDs/MNDs/MMRPs, EIRs, Addendums to EIRs, and Notices of Intent, Preparation, Determination, and/or Exemption), peer review of CEQA documents prepared by project applicants, CEQA review for potential City projects, review of CEQA and NEPA documents from neighboring agencies, and consultations and conducting scoping meetings.

As part of our suite of services, we provide technical studies related to traffic, air quality/GHG and energy, biological resources, cultural resources, and noise and vibration. Furthermore, LSA also has expertise in reviewing CEQA materials associated with projects being considered by other jurisdictions (e.g., Caltrans, other cities, and the County of Orange) and preparing comments on behalf of a municipal agency.

As outlined in this proposal, LSA has the technical expertise and familiarity with CEQA processes, procedures, and technical requirements to provide the City with CEQA documentation and review services. This expertise includes coordinating with local, State, federal, and other governmental agencies; preparing and processing environmental documents and technical studies; managing public participation programs; issuing necessary legal notices; and incorporating each document into the relevant planning process. We are also familiar with State and County noticing requirements such as posting to CEQAnet and filing documents with the County Clerk-Recorder's Office. Additionally, the LSA Team has extensive experience with conducting scoping meetings and participating in public hearings.

LSA has completed a range of projects throughout Southern California, especially throughout Orange County and Los Angeles County. This extensive experience working as an on-call environmental consultant for hundreds of public and private entities has brought a comprehensive understanding of what skills are needed to manage an on-call contract and multiple concurrent task orders.

Understanding of City Staff Needs

Through our experience working with public agencies, we know that City staff can be stretched thin by the time and effort required to manage the planning and environmental review process. All of the materials we submit will be as thoughtful and complete as possible, and in full compliance with the City's environmental review processes and procedures. We will respond promptly and thoroughly to City comments. We facilitate the document review process by providing "compare versions" of documents showing the explicit changes made between drafts.

We encourage the establishment of regular team teleconferences to provide progress updates. We are open to and will travel to City offices to meet when face-to-face dialogue will be the most effective form of communication. We believe the ability of LSA staff to work independently of, but in close

communication with, staff is one of our greatest assets. We routinely assist staff with public noticing, the preparation of staff reports, findings/statements of overriding considerations, and presentations for public hearings. We are adept at responding to questions from decision-making bodies about complex projects and planning issues.

Approach

This section presents LSA's general approach and methodology to accomplish typical on-call environmental documentation tasks, which includes ensuring that appropriate lines of communication and reporting are established between City staff and LSA to ensure that the work progresses on schedule and as planned.

LSA's approach and methodology for conducting environmental analysis and preparing environmental documents involves organizing the project team and the tasks needed to achieve the following objectives:

- Identify key environmental constraints early in the project development process.
- Work with the City and the consulting team to minimize project environmental impacts to the maximum extent practicable in project development.
- Ensure that all procedural steps required by CEQA and other regulatory processes for environmental analyses are met.
- Incorporate early involvement of and coordination with State and federal regulatory and resource agencies to resolve issues and confirm assessment methodologies.
- Maximize use of existing data, reports, and other relevant information to limit the need for new or supplemental studies.



- Maintain close coordination with the City and consulting team to work toward expediting the project schedule through the environmental document review process(es).
- Develop cost-effective and feasible avoidance, minimization, and mitigation measures based on implementation of relevant project field experience.

Once we are tasked with reviewing a project and/or conducting environmental review for a particular project, we will initiate the effort by gathering as much initial information as we can about the project from City staff, the project application, and/or a site visit. We will then prepare a detailed scope of work, a schedule, and a budget for the appropriate environmental document, which will be determined in consultation with City staff. Meeting the City's schedule will be a primary focus. We seek to initiate the planning and review process with a clear understanding of the realistic dates for the receipt of analyses and the completion of technical studies that are key milestones on the critical path for completing the project. Conducting all steps necessary for creation and approval of the necessary environmental review requires not only strict adherence to established timelines and schedules of the project, but also close management of costs associated with the project. Operating within the budget and schedule constraints of the project enables LSA to deliver the highest-quality product within the agreed-upon timeline and financial limits.

Proposed Services

The following is a brief introduction to LSA's areas of specialization as they pertain to this contract.



Environmental Analysis and Planning. LSA's Environmental Planning Group offers broad expertise in environmental analysis and guides projects through all aspects of CEQA and NEPA compliance documentation. Working across multiple technical disciplines, our staff members combine their knowledge of science and regulations with creative problem-solving skills to provide solutions that are innovative, practical, and efficient. Our team offers highly skilled and responsive support to both public- and private-sector clients. This experience includes the preparation of a wide range of CEQA/NEPA documents, including, but not limited to ISs, ND/MNDs, EIRs, addenda to adopted/certified environmental documents, Notices of Exemption/memoranda in support of a Notice of Exemption, Categorical Exemptions, Categorical Exclusions, and EAs.

Our planners use their thorough understanding of CEQA and NEPA and decades of analogous projects to craft environmental documentation that is efficient, technically sound, and resilient to challenges. This process streamlines documentation and focuses on the analysis, all while ensuring that the resulting documentation is legally robust and defensible. This expertise includes coordination with local, State, federal, and other governmental agencies; managing public participation programs; issuing necessary legal notices; and incorporating each document into the relevant planning process.



Biological Resources. We provide a full range of biological services including special-status species surveys, biological assessments, and mitigation plans for listed plants and animals; wetland assessments, wetland delineations, regulatory permits, and wetland mitigation; riparian revegetation/restoration; biological resource sections of CEQA documents; tree surveys and arborist reports; botanical surveys for special-status plant and vegetation mapping; wildlife surveys for special-status species, habitat assessments and modeling, and mitigation plans; and geographic information system (GIS) mapping.

LSA also maintains a number of Section 10 permits for scientific research on various listed species that must be handled during sampling or monitoring. In addition, staff biologists maintain California scientific collector permits to conduct monitoring and sampling work. We regularly conduct construction monitoring and interact with contractors to ensure compliance with regulatory agency permit conditions and CEQA mitigation measures.



Cultural, Tribal, and Historic Resources. We help navigate the full spectrum of federal, State, and local environmental review requirements governing the management and preservation of cultural resources. LSA's Cultural Resources Group is made up of a diverse and highly qualified core group of archaeologists, tribal consultants, and historic preservation specialists with extensive experience in the management of cultural resources throughout California. Our staff assists its clients with compliance on projects dealing with CEQA, NEPA, and the National Historic Preservation Act. The firm has earned a reputation for employing innovative techniques and developing new technologies to protect resources and manage projects. LSA understands that only projects conducted in native sediment or in areas with buildings greater than 50 years old will require cultural or historic resource work. All staff archaeologists at LSA either meet or exceed the Secretary of the Interior's Qualification Standards, and staff archaeologists with master's degrees are Registered Professional Archaeologists (RPAs). Our specialists address regulatory

requirements pertaining to archaeology, architectural history, local and regional history, cultural landscapes, Native American consultation, and traditional cultural properties. Additionally, LSA supports public agency staff in meeting their tribal consultation requirements under AB 52 and Senate Bill (SB) 18 and engages in Section 106 Native American consultation with many Native American groups in California.



Paleontological Resources. Paleontological resources (i.e., fossils) include the preserved remains of past life and are protected by various federal, State, and local regulations and requirements. LSA has provided professional paleontologists for projects throughout the western United States since 1979 and supports its knowledge of the regulatory framework with region-specific expertise, professional certifications, and fully appointed laboratory facilities.



Transportation/Mobility. Our transportation staff offers comprehensive transportation planning and engineering services for all aspects of transportation projects. These services include traffic and parking studies, operational analyses, and transportation planning research. In addition, LSA conducts modeling for regional transportation networks, identifies roadway funding and cost sharing opportunities, and assesses traffic impact and parking conditions. The transportation team is recognized for its creative, solution-oriented approach and its sensitivity to communities, and it has supported local communities with alternative transportation planning and active transportation implementation. LSA has also been part of the discussion regarding numerous State and regional mobility issues, such as Complete Streets, General Plan Circulation requirements, Long-Range Transportation planning, vehicle miles traveled (VMT) studies, and land use and transportation integration (SB 375).



Air Quality/Greenhouse Gas Emissions. Our Air Quality and GHG Group provides comprehensive air quality services to ensure compliance with CEQA, NEPA, and local requirements. Services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of air pollution. LSA's air quality services are responsive to evolving State and federal standards, recent case law, and scientific literature. We use quantitative and qualitative methods to evaluate project and program GHG emissions, and we work within a multidisciplinary team to craft innovative mitigation measures to reduce effects on global climate change.



Noise and Vibration. LSA noise specialists provide acoustical assessment services in compliance with CEQA, NEPA, and local requirements. Our services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of noise. We will work with the City to develop reasonable assumptions for construction methods, equipment, and duration. LSA will coordinate with both the design team and the traffic group to analyze operational noise impacts.



Land Use and Resource Management. LSA integrates its understanding of development planning, environmental regulation, and natural resource management to plan and evaluate growth. Our services focus on resource management plans, opportunities and constraints analysis, adjunct staff planning, and entitlement processing.



Water Quality. LSA provides a variety of services to assess how present and proposed actions could affect water quality, particularly with respect to stormwater management. Services include Stormwater Pollution Prevention Plans, Sediment and Erosion Control Plans, and National Pollutant Discharge Elimination System Permit compliance evaluations.

Additional Services/Subconsultant

If LSA does not have the in-house resources to fulfill a particular City need, or if the recent experience of another local subcontractor would allow for economies of either time or budget, we will engage a subcontractor agreeable to the City. With several decades of experience working throughout Southern California with a multitude of teaming partners, we are confident in the strong working relationships we have built over the years and trust that any firm (if needed) will provide top-of-the-line services to support LSA in serving the City.

To supplement the services that LSA will provide, we have included frequent teaming partner **Ninyo & Moore (MBE)** (geotechnical, on-site hazardous material assessment, testing and hazardous waste management, and documentation of testing results and recommended remedial actions)

Ninyo & Moore
Geotechnical and Environmental Sciences Consultants

Ninyo & Moore, a minority-owned business enterprise (MBE), was established in 1986 to provide geotechnical engineering and environmental consulting services to the public and private sectors. For the past 35 years, it has provided the design and construction of municipal and commercial developments, residential developments, educational facilities, hospitals, and industrial developments. Ninyo & Moore's environmental group has extensive experience with Phase I and II environmental site assessments and audits, asbestos and lead paint surveys, hazardous waste investigations, regulatory compliance, water resource development, soil and groundwater contamination studies, and remediation services. Its geotechnical group provides services during project planning, design, value engineering, construction, and post-construction phases. Ninyo & Moore has been a frequent teaming partner of LSA's for many years and has worked on numerous projects throughout the state over the years.

Project Management

LSA's proposed Project Manager, Chris Jones, AICP, will maintain an effective working relationship with the City and oversee the technical performance of all team members. He will review the performance of all assigned personnel with the City's Project Manager on a regular basis. Mr. Jones will inform the City of all significant project information on a timely basis throughout the life of each assignment through frequent informal and formal reporting via email, phone, or virtual conversations.

LSA Team members' expertise covers a broad spectrum of environmental disciplines. Our combined expertise allows us to work closely with City staff, review projects comprehensively yet efficiently, and recommend solutions that meet the City's planning and environmental review objectives. Mr. Jones, as the overall Project Manager and primary point of contact, will manage the specific key personnel to complete each task order. He will also oversee quality assurance and ensure that LSA's Quality Control Plan is implemented on all aspects of this contract. LSA understands that the City seeks a consultant who can provide adequate staffing levels at all times in order to adhere to project schedules. LSA's depth of staffing

resources beyond this core project team will enable the firm to respond to any number of task orders that may be requested over the period of the contract.

In order to deliver the firm's Project Management services in the most efficient manner, the expectation from LSA would be that City staff would be responsive to any questions regarding assigned projects. This would help enable LSA to maintain project schedules and budgets and meet the City's expectations of the completed project.

Project Controls

Conducting all steps necessary for creation and approval of the required environmental review requires not only strict adherence to established timelines and schedules of the project, but also close management of costs associated with the project. To this end, LSA employs several management tools, including topic-specific budgeting tables, subconsultant progress updates, and regularly scheduled budget reporting and updates to the client to accurately track and monitor the overall budget through to project completion. Operating within the budget and schedule constraints of the project enables LSA to deliver the highest-quality product within the agreed-upon timeline and financial limits. LSA prepares budgets that are realistic for the scope of services to be performed and verifies that the amounts we bill are in line with our budget and work performed each month. We deal promptly with requests for out-of-scope work or work at a level not anticipated in our approved scope.

We are confident we will be able to negotiate specific tasks and provide them in a cost-effective method that will ensure overall cost control. In addition, because LSA uses highly trained project staff, the firm is often able to propose innovative and cost-effective approaches to project issues. While innovative in nature, LSA always ensures compliance with regulations and successful passage through applicable agency review, while saving money and completing projects more rapidly. We can provide numerous examples of jobs that were completed under budget with cost savings to the client involved.

- LSA conducts regular comparative analyses of our rates compared to those of other local firms to ensure cost-competitiveness.
- LSA optimizes efficiency by selecting specific staff for each task. For example, field surveys for sensitive species can be done by lower-level staff with oversight by more experienced staff. On the other hand, strategic planning, project management, and quality control should be conducted by higher-level staff who can efficiently provide the necessary level of expertise and service that is needed for a particular project.
- Budget status is routinely reviewed by the Principal in Charge, the Project Manager, and the Accounting Department. The Project Manager typically tracks budgets on a weekly or monthly basis depending on the level of expenditure.
- Budget status, along with project status, can be provided to the City with each monthly invoice.
- The Project Manager will communicate with the City if it becomes apparent that out-of-scope work and additional budget may be required. The Project Manager will always obtain prior authorization from the City before commencing any out-of-scope work.

Quality Control/Quality Assurance (QA/QC)

LSA maintains high quality throughout the life of each project, not merely at the end of the project. LSA's overall goal is to improve quality on each subsequent project. This requires implementation of strategies

to improve quality at the very beginning of each project and carrying those strategies throughout a project and beyond. LSA's Quality Control Plan and Procedures include these specific management tasks:

- Include Principal review of all work performed prior to submittal to the client. Principal review ensures that LSA's study methodology, analysis, and conclusions are sound and that quality standards are met.
- Ensure that applicable agency standards, policies, and procedures are understood and adhered to by all project team members.
- Ensure all documents are reviewed by LSA's Document Management department prior to external release. Document Management staff provide a third-party review consisting of conformity to client requirements, readability/clarity, and overall document presentation.
- Review project status with the client at regular project intervals to ensure implementation of the original scope of work and harmonious functioning of all team members. Identify any potential conflicts with schedule or budget due to potential changes in scope or client direction.
- Review performance with the client on a regular basis to make any adjustments required for successful project completion and to determine improvements for future projects.

G. Communication Plan

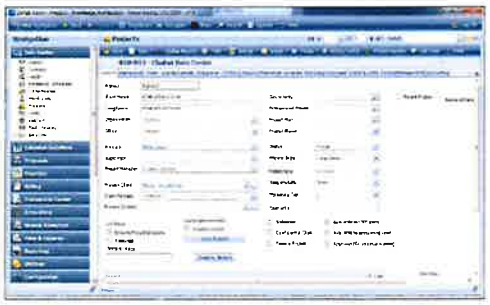
Our project managers and associates are trained to communicate via memorandum, email, videoconference, and phone, in ways that are clear, concise, and early enough so issues requiring higher-level input can be addressed before they become problems. We are also available to assist staff with the preparation of staff reports and presentations for public hearings and agendas and minutes for team meetings.

Online Tools and Technologies



Microsoft Teams and Zoom Platforms. LSA uses the Microsoft Teams and Zoom platforms to exchange information and for virtual collaboration. Our project managers and principals are well equipped with online technology and software to provide effective project management remotely as well as in person. LSA is also able to adapt to the online platforms preferred by the City. Using Microsoft Teams, LSA will be able to show presentations, demonstrate applications, and share anything on the computer screen with others through their computers.

GIS Integration. LSA has had great success in using GIS in a public forum to solicit comments and support. At public meetings, LSA GIS staff is able to facilitate one-on-one discussions with members of the community with the assistance of a custom web-based application. This provides a visual representation, when applicable, that provides the community with additional information to understand the City's objectives and goals.



Deltek VantagePoint Software. LSA has in-depth experience in conducting successful monthly project accountability over a long-term planning effort. LSA uses Deltek accounting software for both its project management and accounting functions. Deltek is a fully integrated project management and accounting software application developed for the architecture, planning, and engineering industry that is auditable and secure, and provides our project managers with real-time access to project data and the ability to track hours and costs according to client specifications. Invoices are prepared monthly and include a summary cover sheet and a detailed report with labor hours and costs by individual and direct expenses. The report is generated from weekly timesheets and bi-weekly or monthly expense reports entered into the Deltek system. Invoices can be prepared to client specifications but generally show the total budget, previously billed fees, current fees, and remaining budget amounts by phase of work.

H. Compensation/Payment Schedule

Per the requirements of Section V of the RFQ, LSA has provided our Cost Proposal in a separate sealed envelope to this submittal.

I. Certificate of Insurance

If requested by the City, LSA is prepared to provide the firm's Certificate of Insurance that indicates the firm meets the required insurance requirements set forth in the Sample Draft Professional Services Agreement included with this RFQ.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

9/30/2024

DATE (MM/DD/YYYY) 9/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Tokio Marine Specialty Insurance Company	23850
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1492742 LSA Associates, Inc.
3210 El Camino Real, Ste. 100
Irvine CA 92602

COVERAGES LSAAS01 CERTIFICATE NUMBER: 17804285 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Cont. Liab. Incl GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER	N	N	CPO 4289165 - 00	9/30/2023	9/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	CPO 4289165 - 00	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 5665125 - 00	9/30/2023	9/30/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Pollution & Professional Liab.	N	N	PPK2608629-000	9/30/2023	9/30/2024	$2M occ/$4M agg. Retro date: 6/4/1976. $50,000 ded.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17804285
Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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J. Certification of Proposal

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 11th day of July, 2024, at Irvine, California.

Name of Proposer: LSA Associates, Inc.

By: _____
(Authorized Signature)

Type Name: Anthony Petros

Title: Chief Executive Officer

Date: July 11, 2024

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 11th day of July, 2024, at Irvine, California.

Anthony L Petros

Signature of Authorized Representative

Anthony Petros	Chief Executive Officer
Name of Authorized Representative	Title of Authorized Representative

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: LSA Associates, Inc.
Name (Please Print or Type)

By: Anthony L Patterson CEO
Consultant's Signature & Title

Date: July 11, 2024

This executed form must be submitted with proposal.

20

HOURLY BILLING RATES EFFECTIVE MAY 2024[1]

Job Classification						Hourly Rate Range[2]
Environmental Planning	**Transportation**	**Air/Noise**	**Cultural/ Paleontological Resources**	**Biology**	**GIS**	
Principal	Principal	Principal	Principal	Principal	Principal	$190–$400
Associate	Associate	Associate	Associate	Associate	Associate	$150–$250
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/ Noise Specialist/ Noise Engineer	Senior Archaeologist/ Architectural Historian/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Senior GIS Specialist	$130–$235
Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/Arborist	GIS Specialist	$100–$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Field Archaeologist/ Paleontologist	Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/Arborist	Assistant GIS Specialist	$85–$130
Office Services						
Marketing						$110–$185
Office Assistant						$110–$145
Project Accountant						$110–$135
Document Management/Technical Editing/Graphics						$115–$160

[1] Revised September 27, 2024

[2] The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE MAY 2024[1, 2]

Description		Unit Cost	Description	Unit Cost
Reproduction	(8.5 x 11) B/W	$0.07 per page	Total Station Surveying Instrument	$50.00 per day
Reproduction	(8.5 x 11) Color	$0.40 per page	Level (Laser or Optical)	$25.00 per day
Reproduction	(11 x 17) B/W	$0.10 per page	Laser Rangefinder	$25.00 per day
Reproduction	(11 x 17) Color	$0.75 per page	Sound Meter	$75.00 per day
CD Production		$5.00 per CD	Sound Meter with Velocity Transducer	$85.00 per day
USB Flash Drive		$5.00 per drive	Aerial Photo	Cost
Plotting		$3.75 per sq ft	GPS Unit	$75.00 per day
Aerial Drone		$200.00 per day	Water Quality Meter	$25.00 per day
Mileage	On-Road	Current federal rate	Night Vision Goggles	$50.00 per unit per night
Mileage	Off-Road	Current federal rate	Wildlife Camera	$25.00 per day

[1] Revised September 27, 2024

[2] Direct costs shall be reimbursed at cost plus 10 percent.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
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:

Fiscal Impact:

Attachments:

1. 2025 Laguna Hills Police Services Annual Report

2025
Annual Report

LAGUNA HILLS
POLICE SERVICES

Provided by the Orange County Sheriff's Department,
In partnership with the City of Laguna Hills

VISION STATEMENT

"A Community Where Every Person Feels Safe and Valued."

MISSION STATEMENT

The men and women of the Orange County Sheriff's Department are dedicated to the protection of all we serve. We provide exceptional law enforcement services free from prejudice or favor, with leadership, integrity, and respect.

CORE VALUES

Integrity without compromise;
Service above self;
Professionalism in the performance of duty;
Vigilance in safeguarding our community.

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Disclaimer: All information and data contained in this document are preliminary and subject to verification. Statistics are compiled from multiple internal and external sources and may include updates, revisions, or corrections. The Orange County Sheriff's Department is not responsible for any misinterpretation, misuse, or misunderstanding of preliminary data presented herein.

SECTION 1
EXECUTIVE & STRATEGIC OVERVIEW

MESSAGE FROM THE SHERIFF



Orange County Sheriff-Coroner

Don Barnes

The Orange County Sheriff's Department is proud of our continued service to the City of Laguna Hills. Together, with the engagement of Laguna Hills residents, we have continued to keep our community safe.

In 2025 we saw significant advancements in the use of technology to assist our deputies in their work to prevent and respond to crime. 2025 was the first full year of operation for the Orange County Sheriff's Real Time Operations Center (RTOC). The RTOC has allowed deputies to respond safely and swiftly to crimes in progress or that have recently occurred. At the RTOC, analysts assist deputies in responding to crimes more resourcefully and consciously, with improved operational intelligence and a proactive concentration on community and officer safety. This year we also field tested our Drones as a First Responder program. The drones have shown to be a critical tool for providing our deputies with information before they arrive at a scene, ensuring a better response for the public.

Passage of Proposition 36 in November 2024 marked a significant shift away from California's decade-long decriminalization of drug and property crimes. The measure increased accountability for repeat retail theft offenders and drug traffickers while requiring treatment to address addiction and homelessness. In Orange County, Proposition 36 has already resulted in more than 10,000 bookings and has helped sustain our low crime rates.

However, its full impact is limited by the State's failure to provide adequate funding. I join public safety leaders statewide in urging the Legislature to fully fund Proposition 36 in the Fiscal Year 2026–27 budget.

As we work to make Proposition 36 a success, we continue to be proactive in addressing homelessness. The strategy of outreach and enforcement has helped us reduce the number of encampments and mitigate their impacts on our community. Such a proactive strategy has also helped those with addiction-related homelessness. The annual report of homeless deaths produced by the OC Sheriff's Coroner Division shows a 25% decrease in deaths from 508 in 2023 to 378 in 2024. This is largely driven by a decline in drug overdose deaths. While numbers are not yet finalized for 2025, we expect this positive trend to continue.

The efforts of 2025 reflect a comprehensive approach to public safety—one that combines accountability, treatment, technology, and proactive engagement. These results are made possible by the dedication of our deputies, the support of our city government partners, and the continued trust of the communities we serve.

The men and women of the Orange County Sheriff's Department remain honored to serve the people of Laguna Hills. We look forward to meeting the challenges of 2026 and keeping Orange County a great place to live, work, and raise a family.



MESSAGE FROM THE CHIEF OF POLICE SERVICES

Chief of Laguna Hills Police Services

Captain B. Burk

Serving the City of Laguna Hills is both an honor and a responsibility that I take very seriously. Since the city's incorporation on December 20, 1991, Laguna Hills has grown into a strong, connected community with thriving neighborhoods, expanding business areas, and beautiful open spaces for residents and families to enjoy. The city's growth over the years, including the addition of North Laguna Hills in 1996 and the Westside region in 2000, reflects a community that continues to evolve while maintaining its character and quality of life.

From the very beginning, the City of Laguna Hills has partnered with the Orange County Sheriff's Department to provide law enforcement services. Laguna Hills Police Services is proud to serve this community through patrol, traffic enforcement, and criminal investigations, but our work goes far beyond responding to calls for service. We place a strong emphasis on prevention, communication, and building meaningful relationships with residents.

Programs such as Neighborhood Watch, Crime Prevention, Homeless Outreach, and community awareness efforts allow us to work together to address concerns before they become larger issues.

I was honored to be assigned as Chief of Police Services for Laguna Hills on March 24, 2023. Being assigned to City Hall allows me to work closely with city leadership and staff while staying connected to the community we serve. Open communication and collaboration are important to me, and I value hearing directly from residents about their concerns, ideas, and expectations.

Our Police Services team is made up of dedicated professionals who care deeply about this city. We are supported by one Captain, one Administrative Sergeant, four Patrol Sergeants, two Investigators, thirteen Deputies serving in patrol, two Motor Deputies , one School Resource Officer, two Special Enforcement Team Deputies, and one Direct Enforcement Team Deputy, along with three Community Service Officers and a Senior Emergency Management Programs Coordinator. Each member of this team plays a critical role in keeping Laguna Hills safe, prepared, and resilient.

While Laguna Hills continues to be a safe and welcoming place to live, public safety requires ongoing effort and partnership. We remain committed to staying proactive, adapting to new challenges, and maintaining a visible presence throughout the city. Equally crucial is our dedication to actively listening, engaging, and collaborating with our residents.

I am proud of the work our deputies and staff do every day, and I am grateful for the trust and support we receive from the Laguna Hills community. Together, we will continue to build on what makes this city a great place to live, work, and raise a family.



INTRODUCTION TO POLICE SERVICES MODEL

Laguna Hills provides professional, high-quality law enforcement services through a contract with the Orange County Sheriff's Department (OCSD). This partnership ensures residents, businesses, and visitors receive reliable public safety services tailored to the community's needs. By working with OCSD, Laguna Hills benefits from the expertise, resources, and professionalism of a large countywide agency while maintaining strong local oversight and community focus.

Through this arrangement, Laguna Hills has access to specialized resources that would be difficult for a single city to maintain independently. These include SWAT teams for high-risk situations, K-9 units for tracking and detection, a Bomb Squad for explosives, Air Support for aerial surveillance and pursuits, Major Crimes Units for serious investigations, Traffic Enforcement Teams for accident and DUI enforcement, and investigative units covering narcotics, cybercrime, and organized crime. This network makes sure that all Orange County contract cities have the same advanced law enforcement tools available to their residents.



Patrol operations are the backbone of Laguna Hills Police Services. The department is led by a Captain, supported by an Administrative Sergeant managing daily operations, and a Senior Emergency Management Programs Coordinator overseeing preparedness initiatives. Four Field Sergeants supervise Patrol Deputies, who provide visible coverage, respond to calls, enforce traffic regulations, and maintain community connections. Two Motor Deputies focus on traffic safety, three Community Service Officers assist with parking and traffic issues, and targeted enforcement is handled by two Special Enforcement Team Deputies and one Direct Enforcement Team Deputy. Two Investigators manage follow-up cases to ensure thorough investigations.

Operating from City Hall, Laguna Hills Police Services maintains centralized operations that promote collaboration with city staff, ensure rapid response times, and allow efficient coordination of programs and resources.

Beyond traditional policing, Laguna Hills emphasizes proactive community engagement and public education. The department builds strong, trusting relationships through community events, social media campaigns, and emergency preparedness outreach. By combining professional patrol operations, specialized resources, and community engagement, Laguna Hills Police Services provides a safe, informed, and connected community. Its commitment to excellence, preparedness, and partnership ensures residents can rely on high-quality policing while actively participating in their own safety, fostering a resilient community capable of handling both everyday concerns and emergency situations.

CITY OVERVIEW

Laguna Hills, California, is a suburban city located in southern Orange County, bordered by Laguna Niguel, Lake Forest, Laguna Woods, and Aliso Viejo. Covering approximately 6.3 square miles, the city features rolling hills, residential neighborhoods, and small commercial corridors, creating a mix of suburban and semi-urban landscapes. With a population of roughly 31,000 residents, Laguna Hills is composed of families, retirees, and professionals, contributing to a diverse socioeconomic and age profile. The city's housing includes single-family homes, gated communities, and multi-family residential complexes, while commercial areas include business centers, shopping districts, and redeveloped spaces such as the former Laguna Hills Mall area.

Key transportation routes, including El Toro Road, Alicia Parkway, and Moulton Parkway, accommodate the majority of commuting and daily traffic, as most residents rely on personal vehicles due to limited public transit options. The city also features parks, community centers, libraries, and trails that support recreational and educational activities for residents. These geographic and demographic characteristics influence the focus of local policing, as maintaining safety and order in suburban neighborhoods requires both preventive and responsive strategies.

Policing needs in Laguna Hills are largely shaped by its suburban environment and moderate population density. Property crimes, such as vehicle thefts, and petty theft, are the most common offenses. Traffic safety and DUI enforcement are critical due to high vehicle usage, congestion along major thoroughfares, and the potential for accidents. Community engagement is also a priority, with police efforts focusing on youth outreach, school liaison programs, and public safety education to maintain trust and proactively prevent crime.

Additionally, Laguna Hills' location in Southern California requires police readiness for emergencies, including wildfires and severe weather events, emphasizing the importance of rapid response and coordination with neighboring cities such as Laguna Niguel, Lake Forest, and Aliso Viejo.
Effective policing in Laguna Hills combines traditional law enforcement with community-oriented strategies, technology integration such as traffic cameras and data-driven patrols, and interagency collaboration. The city's suburban layout, geographic features, and demographic profile demand adaptable, proactive policing to maintain safety, prevent crime, and foster positive community relations while addressing both routine and emergency situations efficiently.



Laguna Hills' unique geographic layout and residential character influence the city's policing needs and public safety strategies. Its location near major freeways and regional destinations results in significant daily traffic, while community expectations emphasize proactive, visible law enforcement and neighborhood safety. Key factors influencing policing in Laguna Hills include:

- Predominantly residential neighborhoods requiring burglary prevention and community engagement
- Major freeways and arterial roadways that increase commuter traffic and vehicle-related crime concerns
- Proximity to employment, retail, and medical centers leading to fluctuating daily populations
- Strong community expectations for responsive service and proactive policing





STRATEGIC PLAN / ANNUAL PRIORITES

STRATEGIC PLAN

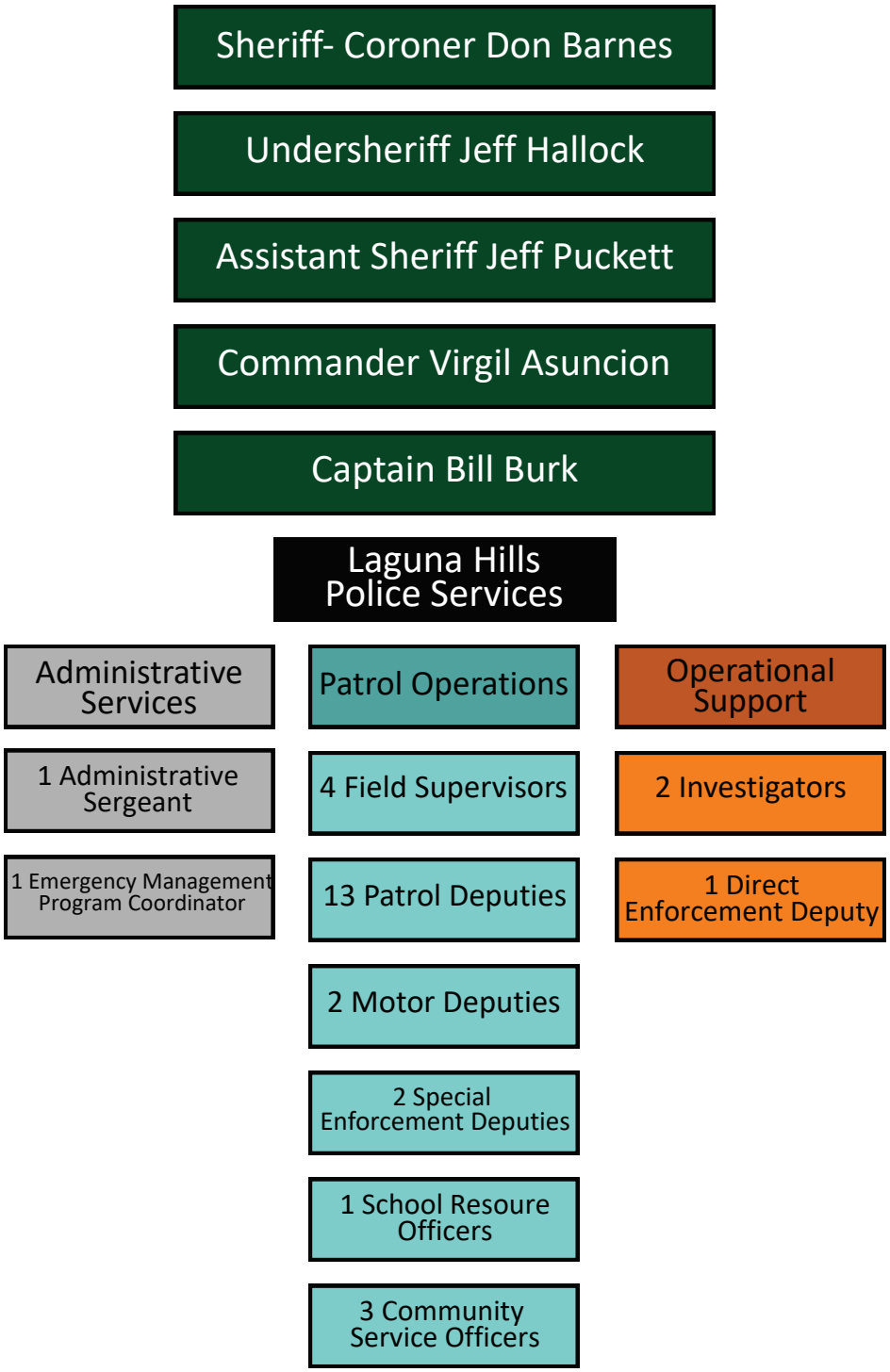
Laguna Hills Police Services is committed to proactive crime prevention and traffic safety through data-driven enforcement, visible patrol, and the strategic use of technology to deter criminal activity and reduce traffic collisions. Equally important is strong community engagement, achieved through neighborhood partnerships, community meetings, and ongoing communication that fosters trust and shared responsibility for public safety. These efforts are supported by a commitment to fiscal responsibility and efficient resource deployment, ensuring personnel, technology, and programs are used effectively to maximize service delivery while maintaining long-term sustainability and alignment with community priorities.

ANNUAL PRIORITIES

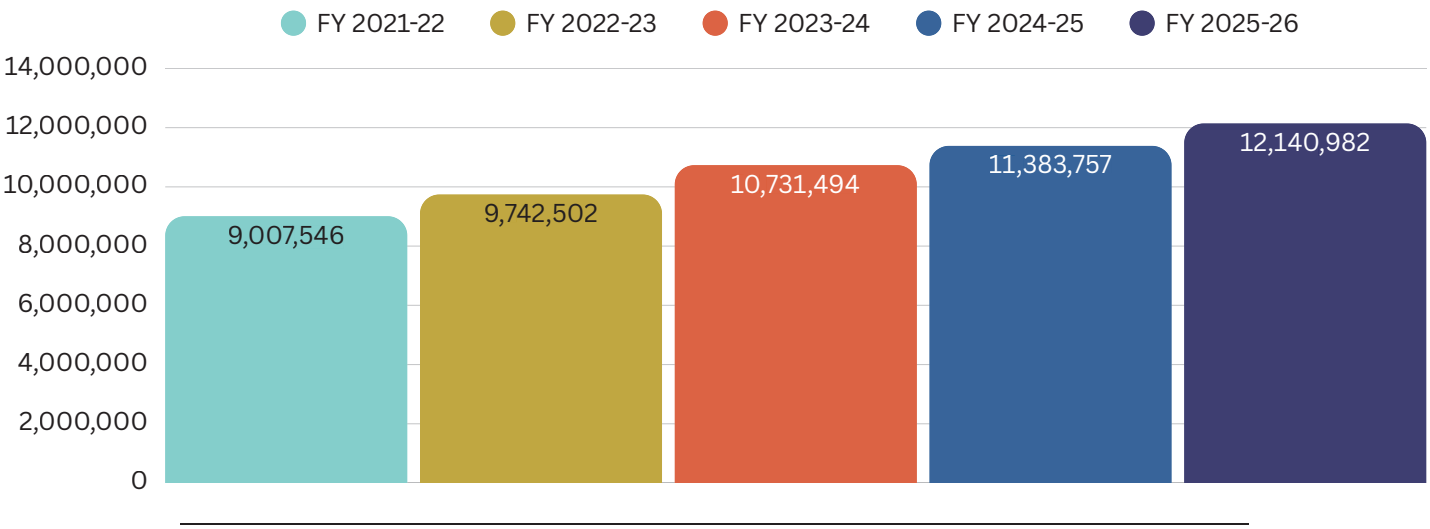
Laguna Hills Police Services' annual priorities focus on maintaining high service and response levels, strengthening community partnerships, and strategically leveraging technology to enhance public safety. Key priorities include proactive policing and targeted enforcement, expanding prevention and preparedness efforts through community engagement, and strengthening coordination with local partners and stakeholders. Laguna Hills Police Services also prioritizes community education through workshops, outreach events, and proactive public safety messaging, including social media. The Laguna Hills Police Services is committed to understanding the city's unique needs and working closely with residents, businesses, and community organizations to make Laguna Hills a safer and stronger community. These initiatives reflect a dedication to innovation, transparency, and collaboration while advancing the city's broader strategic goals and enhancing quality of life.

SECTION 2
ORGANIZATIONAL FOUNDATIONS

2025 ORGANIZATIONAL CHART



POLICE SERVICES CONTRACT & BUDGET SUMMARY



The City of Laguna Hills contracts with the Orange County Sheriff's Department (OCSD) for all law enforcement services through a shared-services model designed to provide full-service policing in a cost-efficient manner. The annual cost of the contract is $12 million, which funds all local staffing, supervision, operations, and support services dedicated to Laguna Hills.

Laguna Hills Police Services is staffed by a full complement of sworn and professional personnel, including one Captain, one Administrative Sergeant, and four Patrol Sergeants, each shared among the tri-cities, with 1.33% of their costs allocated to Laguna Hills. This is a unique sharing method that offers tremendous savings to the city. This method results in a significant savings of $1,159,611 for the City of Laguna Hills. Laguna Hills Police Services has two Special Enforcement Team Deputies (SET), one Directed Enforcement Team Deputy (DET), one School Resource Officer (SRO), two Investigators, thirteen Patrol-trained Deputy Sheriffs, two Motor Deputies, three Community Services Officers (CSO), and one Senior Emergency Management Programs Coordinator (SEMPC). This staffing structure is designed to ensure 24/7 patrol coverage, targeted traffic enforcement, community engagement programming, crime prevention outreach, and investigative follow-up.

In addition to city-dedicated staffing, Laguna Hills contributes to the cost of 17 regional OCSD positions that provide essential countywide support to all contract cities. These shared resources allow the city to maintain access to specialized units without bearing the full financial burden of staffing them independently. Regional cost shared resources include:

- Traffic Office
- Auto Theft
- Court Processing
- Directed Enforcement Team
- Regional Motorcycle Sergeant

This blended model of dedicated staffing and shared regional resources enables Laguna Hills to receive comprehensive, high-quality police services while maintaining fiscal responsibility. The contract continues to be evaluated annually to ensure that staffing levels, community needs, and citywide priorities align with long-term public safety goals.

STAFFING OVERVIEW

(SWORN, PROFESSIONAL, VOLUNTEERS, AND CONTRACTED PARTNERS)



Laguna Hills Police Services come from a wide range of backgrounds and bring a wide range of skills and experiences to their work. Together, they are dedicated to keeping our community safe, serving with professionalism, fairness, and a strong commitment to public safety. Our deputies and staff are mentors, educators, problem-solvers, and neighbors, working every day to support and protect the community of Laguna Hills.

The team is structured to meet the city's needs, with a command team led by a Captain, an Administrative Sergeant, and Patrol Sergeants who oversee field operations. Laguna Hills Police Services includes Patrol Deputies, Motor Officers, Investigators, Community Service Officers, a Senior Emergency Management Programs Coordinator, a School Resource Officer, a Special Enforcement Team, and Deputies serving as homeless liaisons. Each member contributes to community safety while building strong connections with residents, schools, and local organizations.

Specialized staff and teams provide targeted services such as investigations, traffic and directed enforcement, school and community outreach, and proactive prevention and preparedness. Many deputies and staff hold advanced training certifications and serve as Field Training Officers or Master Field Training Officers, mentoring incoming deputies and developing the next generation of law enforcement professionals. The team collaborates closely on projects, invests in professional growth, and works together to enhance public safety across the city.

Laguna Hills Police Services takes pride in the diversity, experience, and education of its team. Many staff hold college degrees, including bachelor's and master's degrees, and speak multiple languages, allowing the department to serve the city's diverse population effectively. Numerous personnel participate in trainings to expand their knowledge and expertise in areas such as investigations, traffic safety, emergency preparedness, prevention strategies, and specialized enforcement.

By combining sworn deputies, professional support staff, and specialized units, Laguna Hills Police Services provides comprehensive, community-focused public safety. Staff serve not only as law enforcers but also as educators, mentors, and problem-solvers, fostering strong relationships with residents, schools, and local organizations. Laguna Hills Police Services works hand-in-hand with the community to keep the city safe, approachable, and resilient, making Laguna Hills a stronger, safer, and more vibrant community for everyone.

SECTION 3
COMMUNITY & DEMOGRAPHIC CONTEXT

CITY DEMOGRAPHICS

2025 City Council

Mayor Joshua Sweeney
Mayor Pro Tem Don Caskey
Council Member Jared Mathis
Council Member Erica Pezold
Council Member Dave Wheeler

Development

Residential: 2,798 acres

Commercial: 414 acres

Office & Mix Use: 350 acres

Public & Institutional: 158 acres

Open Space & Parks: 539 acres

Parks & Amenities

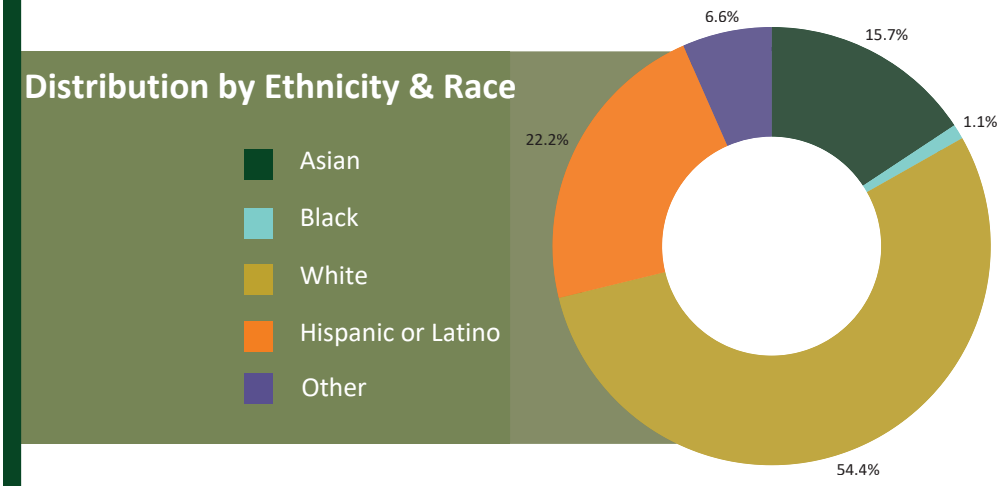
13 Neighborhoods & Community Parks

Community Center & Sports Park

Civic Center Art & Fossil Exhibit

Miles of horse trails, walking trails and bike paths

Distribution by Ethnicity & Race



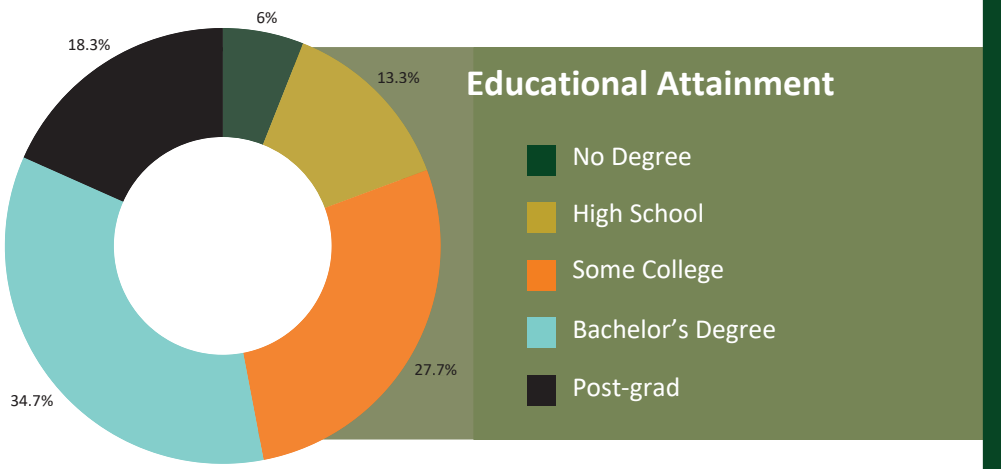
Demographic Composition

Population: 31,374

Education Profile

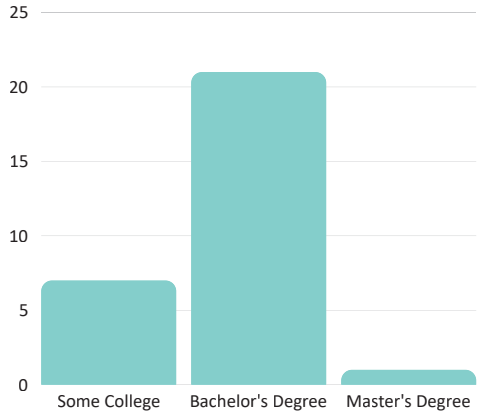
Total Public Schools: 3
Total Private Schools: 6

Educational Attainment

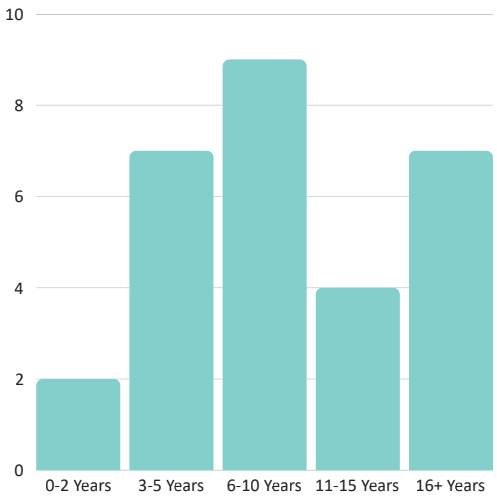


POLICE SERVICES DEMOGRAPHICS

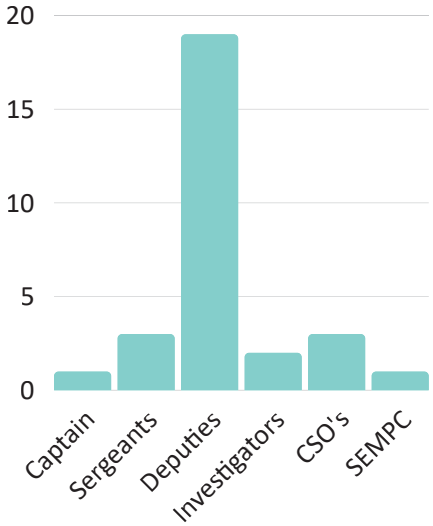
Education Levels



Years of Service



Rank Distribution



Personnel Overview

Total Personnel Assigned to the City:
29

Total Sworn Staff:
25

Total Professional Staff:
4

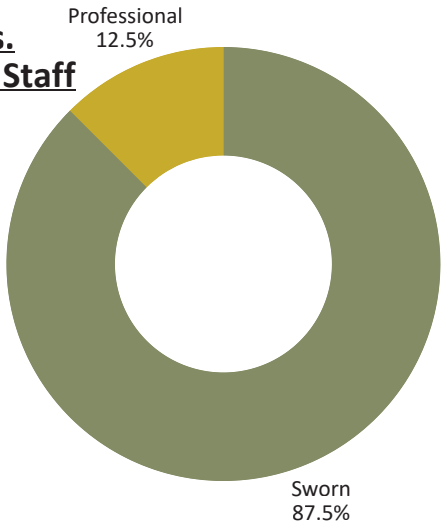
Total Volunteers:
0

Veteran Status

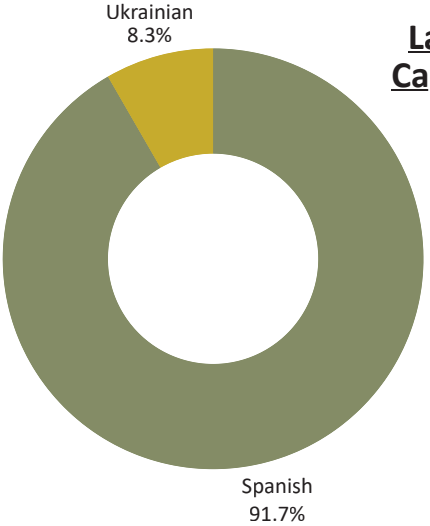
Total Veterans:
2

Branches:
Army
Coast Guard

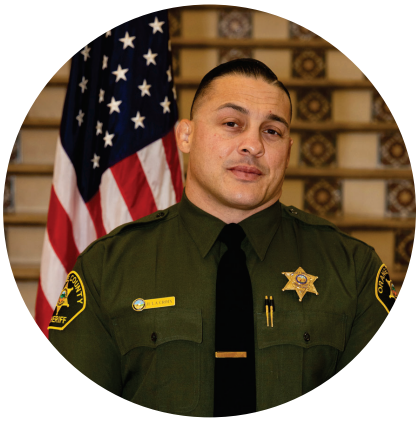
Sworn vs. Professional Staff



Language Capabilities



VETERANS IN POLICE SERVICES



Howard La'Croix

U.S. Coast Guard

Petty Officer First Class

2006-Present



Jake Vasquez

Army

E-4 Specialist

2012-2018

SECTION 4
CRIME & STATISTICAL REPORTING

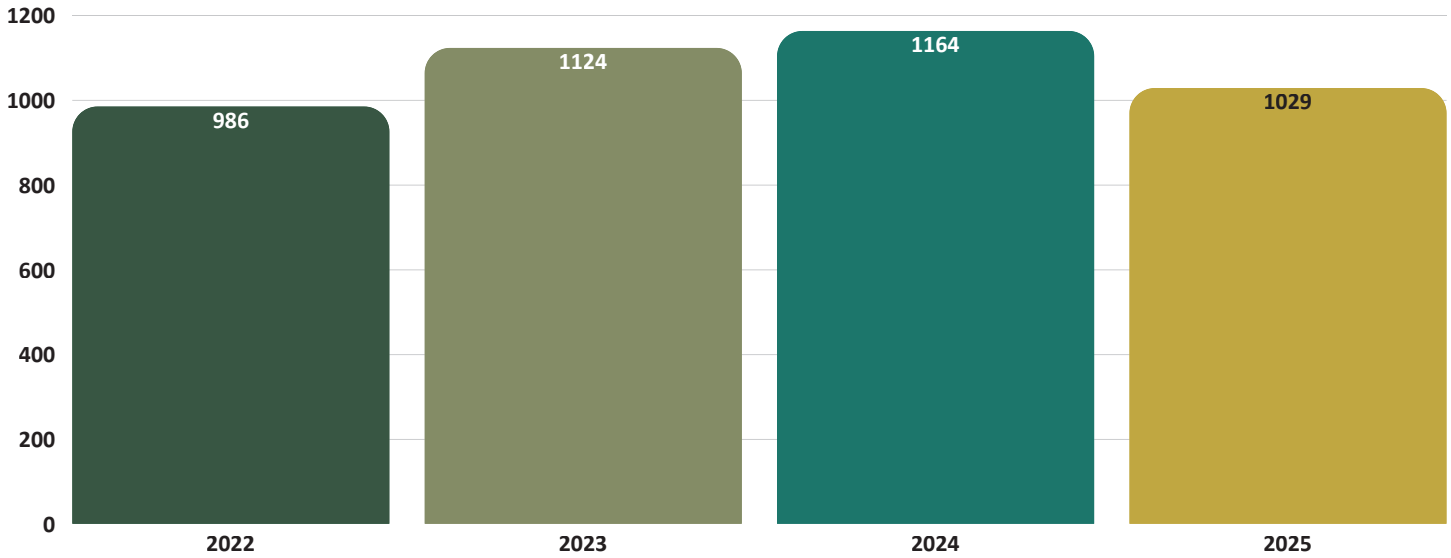
CRIME REPORTING STANDARDS

The Orange County Sheriff's Department utilizes the National Incident-Based Reporting System (NIBRS), the current crime reporting standard established by the Federal Bureau of Investigation. NIBRS provides a comprehensive view of crime by capturing detailed information for each reported incident, including offense characteristics, victim and offender demographics, relationships, property involved, and related circumstances. The system allows multiple offenses to be recorded within a single incident, offering a more complete representation of criminal activity.

The Orange County Sheriff's Department began submitting NIBRS-compliant data in June 2021. This transition enhanced the Department's ability to analyze crime trends, identify emerging public safety concerns, and evaluate patterns related to domestic violence, child and elder abuse, hate crimes, gang involvement, and drug-related offenses. The standardized structure of NIBRS supports more consistent analysis and improved insight over time.
The bar graphs included in this report reflect crime trends from 2022 through 2025, allowing for observation of changes and patterns across multiple years. These trends provide contextual insight into public safety conditions and support informed evaluation of operational priorities and resource planning.

To support timely preparation of this report, crime and statistical data were extracted from the OCSD Records Division at a specific point in time. The data presented should be considered approximate and preliminary, as incident classifications, report statuses, and submissions may continue to be reviewed and updated. As a result, figures included here may differ from finalized or certified data submitted to state or federal reporting systems.
All statistics contained in this report are based on the date a crime or arrest occurred and are subject to revision. These figures are intended to serve as working data summaries to support trend analysis and general understanding, rather than final or certified crime statistics.

NIBRS GROUP A OFFENSES



The offenses shown above represent crimes reported within the city and recorded in accordance with the FBI's National Incident-Based Reporting System (NIBRS) offense classifications. All statistics are considered approximate and reflect reported incidents at a specific point in time, subject to revision as cases are reviewed or reclassified.

CRIME STATISTICS

NIBRS GROUP A OFFENSES 2025 - BREAKDOWN

Crime	Total
FORCIBLE RAPE	1
FORCIBLE FONDLING	2
AGGRAVATED ASSAULT	55
SIMPLE ASSAULT	102
INTIMIDATION	15
POCKET PICKING	2
PURSE SNATCHING	1
SHOPLIFTING	38
THEFT FROM BUILDINGS	21
THEFT FROM MOTOR VEHICLE	47
THEFT OF MOTOR VEHICLE PARTS OR ACCESSORIES	23
ALL OTHER LARCENY	50
FALSE PRETENSE / SWINDLE / CONFIDENCE GAME	14
FRAUD - CREDIT CARD / ATM	15
IMPERSONATION	22
WIRE / COMPUTER / ALL OTHER ELECTRONIC MANIPULATION	2
FRAUD - IDENTITY THEFT	26

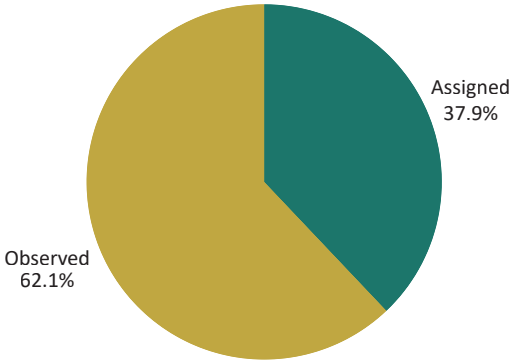
Crime	Total
FRAUD - HACKING / COMPUTER INVASION	3
DRUG / NARCOTIC VIOLATIONS	172
DRUG EQUIPMENT VIOLATIONS	142
PROSTITUTION	2
KIDNAPPING / ABDUCTION	12
ROBBERY	10
ARSON	1
EXTORTION / BLACKMAIL	2
BURGLARY / BRAKING & ENTERING	38
MOTOR VEHICLE THEFT	35
FORGERY / COUNTERFEITING	56
STOLEN PROPERTY OFFENSES (RECEIVING, ETC.)	20
DESTRUCTIVE / DAMAGE / VANDALISM OF PROPERTY	75
PORNOGRAPHY / OBSCENE	1
WEAPON LAW VIOLATIONS	24
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TOTAL	**1029**

The offenses shown above represent crimes reported within the city and recorded in accordance with the FBI's National Incident-Based Reporting System (NIBRS) offense classifications. All statistics are considered approximate and reflect reported incidents at a specific point in time, subject to revision as cases are reviewed or reclassified.

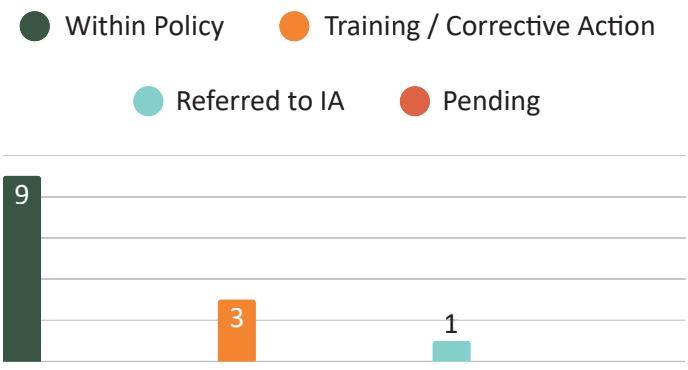
COMPLAINTS & USE OF FORCE



CALLS FOR SERVICE



USE-OF-FORCE



OCSD is committed to transparency, accountability, and respectful policing. Public complaints and use-of-force reviews play an important role in shaping training, policy, and service delivery. Deputies interact with the community thousands of times each year, and while force may occasionally be required to overcome resistance or protect the public, each incident is carefully reviewed to ensure it aligns with department policy and professional standards.

In the reporting year, Laguna Hills Police Services handled over 20,806 calls for service, including dispatched calls, traffic stops, and self-initiated activity. One public complaint emerged from these interactions, prompting a formal investigation. The one complaint was unfounded, resulting in a complaint rate of approximately 0.005%.

There were 13 use-of-force incidents, each undergoing a full administrative review. 9 incidents were found fully within policy, 3 were within policy but resulted in additional training or corrective action, one was referred for Internal Affairs review, and one remained under evaluation. Compared to total community contacts, use of force occurred in approximately 0.06% of all interactions.

These low percentages reflect the professionalism, training, and restraint exhibited by the deputies serving the community.

FIELD OPERATIONS & TRAFFIC ENFORCEMENT

Traffic safety and proactive patrol remain core priorities for Police Services, reflecting the community's concerns regarding speeding, collisions, and neighborhood-level safety. The department addresses these issues through a balanced combination of education, enforcement, and high-visibility patrols designed to reduce traffic incidents, improve roadway safety, and maintain an active presence throughout the community.

TRAFFIC ENFORCEMENT & TRAFFIC STATISTICS

Traffic operations are supported by a team of sworn staff and Community Service Officers who work collectively to identify collision trends, address high-complaint areas, and maintain roadway safety. The city's Motor Deputies focus on enforcing the California Vehicle Code, monitoring speed compliance, conducting high-visibility traffic enforcement, and supporting patrol operations during major incidents. Their presence provides both enforcement and a deterrent effect in problem areas.

Community Service Officers (CSOs) play a key role in traffic safety, handling parking enforcement and investigating non-injury and minor-injury traffic collisions. As non-sworn personnel trained in traffic and parking operations, they help maintain circulation, respond to community concerns, and support sworn staff by freeing up deputies for higher-priority calls. CSOs are deployed across multiple shifts to provide consistent coverage and ensure prompt response to parking and traffic-related issues.

PATROL OPERATIONS

Patrol Operations form the backbone of daily policing and public safety. Deputies provide 24/7 coverage through overlapping 12-hour shifts that maintain consistent service levels and rapid response capabilities. Patrol activity falls into two primary categories:

- Assigned Calls: Calls generated through 911 or the Sheriff's non-emergency line, including crimes in progress, welfare checks, suspicious circumstances, missing persons, thefts, and traffic collisions.
- Observed Activity: Self-initiated enforcement and investigatory activity based on deputies' observations, helping prevent crime before it occurs.

Deputies assigned to marked police vehicles, including Ford Explorer patrol units and motorcycle units, respond to the majority of calls for service and conduct proactive patrols across neighborhoods, parks, business centers, and major traffic corridors. CSOs and motor units generally conduct more self-initiated traffic and parking activity, though they remain available to support priority incidents as needed.

SPECIALIZED SKILLS & ANCILLARY ASSIGNMENTS

Many members of Patrol and Traffic Operations possess advanced training and serve in ancillary positions within the Orange County Sheriff's Department. These specialized assignments enhance operational readiness and provide expanded expertise within the city. Examples include:

- Major Accident Investigation Team (MAIT)
- Hazardous Device Squad (Bomb Squad)
- Sheriff's Response Team (Crowd Control)
- Crisis Negation Team (CNT)
- Behavioral Health Liaison roles
- Dive Team

These roles contribute to a higher level of service, allowing the department to respond effectively not only to routine calls but also to specialized incidents and community needs.

SECTION 5
OPERATIONAL SERVICES & SPECIALIZED UNITS

INVESTIGATIONS

The Investigations Unit provides comprehensive follow-up on criminal cases and plays a vital role in identifying trends, filing cases with the District Attorney's Office, and supporting frontline patrol operations. Investigators assigned to the city bring specialized training and work closely with regional OCSD units to provide full investigative support.

PRIMARY RESPONSIBILITIES

City-assigned investigators handle a wide range of cases, including:

- Crimes against persons
- Residential and commercial burglaries
- Property and financial crimes
- Identity theft
- Aggravated assaults
- Vandalism, petty theft, and other misdemeanor cases
- Sensitive investigations (runaways, missing juveniles, etc.)

Investigators also study crime patterns to identify emerging trends and direct enforcement strategies.

FIELD OPERATIONS

When not completing follow-up reports or preparing case filings, investigators are actively engaged in fieldwork such as:

- Responding to investigative "call outs"
- Conducting surveillance operations
- Interviewing victims, witnesses, and suspects
- Formulating arrest plans
- Drafting and serving search warrants
- Collecting evidence and processing crime scenes

Their work supports both immediate case closures and long-term crime prevention.

COLLABORATION & SPECIALIZED UNITS

Some cases require the expertise of countywide specialty teams. Depending on the case type, investigators work closely with units such as:

- Economic Crimes Detail
- Homicide Detail
- Special Victims Detail
- Real-Time Operations Center (RTOC)

This shared-services system ensures every case receives the appropriate level of expertise without increasing city costs.

CASELOAD

City investigators manage a significant volume of complex cases each year.
Examples from recent reporting periods:

- Laguna Hills investigators submitted 415 cases to the District Attorney.
- Laguna Hills investigators were assigned 397 cases out of 20, 806 calls for service.
- Additional cases were handled by regional investigative units.
- Remaining reports were cleared by arrest, citation, or dismissal following review.

IMPACT

- The Investigations Unit strengthens public safety by ensuring detailed case follow-up, supporting patrol operations, improving case solvability, and proactively addressing crime trends within the community.

TRAFFIC STATISTICS

The Laguna Hills Traffic Team provides full-time, proactive traffic enforcement to help keep streets safe throughout the city. The team includes two Motor Deputies and three Community Service Officers who work together to reduce collisions, improve roadway safety, and respond to traffic concerns reported by the community. The team has also expanded its capabilities by adding a dual-sport enforcement motorcycle, allowing deputies to patrol dirt-packed trails and areas that are difficult to access.

The Traffic Team also uses drones to document collision scenes and enhance investigative accuracy. The team focuses on:

- Speed enforcement
- Truck route and commercial vehicle violations
- Parking enforcement
- School zone safety
- E-bike and trail enforcement
- California Vehicle Code violations
- Neighborhood and community-reported traffic concerns

Through close collaboration between deputies, CSOs, city staff, and residents, the team delivers targeted and responsive solutions to traffic issues across Laguna Hills.

TRAFFIC STATISTICS

Traffic statistics are influenced by staffing, traffic volume, roadway improvements, and community activity. These totals reflect citations and enforcement actions completed by deputies and CSOs.

PARKING CITATIONS

Parking citations include violations such as street sweeping, permit parking, handicap violations, and other vehicle code infractions related to stopped/parked vehicles.
2025 Total: 2,750 citations
Yearly Totals:

- 2022: 2,499
- 2023: 2,362
- 2024: 2,245
- 2025: 2,750

HAZARDOUS MOVING CITATIONS

Hazardous moving violations are issued for vehicle-code offenses committed while a vehicle is in motion, such as speeding, following too closely, or failing to yield. These violations are commonly primary contributors to traffic collisions.
2025 Total: 2,696 citations
Yearly Totals:

- 2022: 851
- 2023: 1,258
- 2024: 2,780
- 2025: 2,696

ALL OTHER CITATIONS

"All other" citations include licensing violations, equipment violations, and other non-hazardous, non-parking traffic-related offenses.
Yearly Totals:

- 2022: 379
- 2023: 478
- 2024: 1,459
- 2025: 1,346

DATA SOURCES

- Parking Enforcement Statistics: Citation Processing Center
- Traffic Citation Statistics: OCSD Operations Dashboard
- Traffic trends may vary due to staffing, enforcement focus, and vehicle volume

COLLISION TRENDS

Citywide collision reports ranging from non-injury incidents to major injury or fatal collisions have historically fluctuated based on community traffic volume, roadway design changes, and travel patterns. After widespread pandemic-related reductions in vehicle traffic, collisions increased as residents returned to normal routines and citywide travel volume rose.

SPECIAL ENFORCEMENT TEAM (SET) & DIRECTED ENFORCEMENT TEAM (DET)

Laguna Hills Police Services utilizes two proactive enforcement teams, the Special Enforcement Team (SET) and the Directed Enforcement Team (DET), to address crime trends, conduct targeted operations, and support large-scale enforcement efforts throughout the city and South Orange County. These teams focus on problem-oriented policing, surveillance, suspect identification, high-risk arrests, and proactive field activity that supplements patrol operations.

SPECIAL ENFORCEMENT TEAM (SET)

Mission & Focus

SET is composed of selected deputies with advanced training and an in-depth understanding of the community. Their primary responsibilities include:

- Identifying current crime trends
- Conducting targeted enforcement in high-problem areas
- Apprehending suspects involved in burglaries, theft, narcotics activity, and probation/parole violations
- Conducting surveillance and covert operations
- Executing probation, residential, and vehicle searches
- Collaborating with Investigations and Patrol on complex cases

SET members routinely use open-source intelligence, field observations, and community-generated information to locate suspects and disrupt criminal activity. Laguna Hills is uniquely supported by full-time SET teams, providing consistent coverage and enhanced flexibility for enforcement operations.

Additionally, SET integrates Field Training Officers (FTOs) and trainees into operations, creating stronger development opportunities and producing highly capable patrol deputies for the city.

DIRECTED ENFORCEMENT TEAM (DET)

DET is a regional OCSD detail dedicated to addressing major crime trends across South Orange County communities. The team specializes in:

- Suspect apprehension
- High-risk warrant service
- Targeted crime suppression
- Surveillance operations
- Search and seizure operations

DET is staffed by one Sergeant, one Investigator, and ten Deputies, including one Laguna Hills Deputy assigned on a at rotational basis. This partnership gives the city access to a highly specialized enforcement team without bearing the full staffing cost.

SET ACTIVITY SUMMARY

SET's high level of proactive activity makes it one of the most productive units in the city. Recent activity totals include:

Felony Charges	64
Misdemeanor Charges	75
Warrant Arrests	54
Criminal Citations	19

IMPACT

Together, the SET and DET teams provide a critical layer of proactive enforcement that strengthens crime prevention, enhances investigative follow-up, and supports both city and regional public safety efforts. Their work directly contributes to reducing crime trends, improving case outcomes, and maintaining the high quality of life in Laguna Hills.

SPECIALTY DETAILS & OTHER ASSIGNMENTS

Police Services personnel support the community through a wide range of specialized assignments that extend beyond routine patrol. These roles enhance proactive enforcement, school safety, community engagement, crime prevention, and investigative support.

SCHOOL RESOURCE OFFICER (SRO)

The School Resource Officer is a sworn peace officer assigned to serve students, staff, and school campuses within the city. The SRO receives specialized training in school safety, crisis response, and youth engagement. In addition to providing a law enforcement presence on campus, the SRO participates in youth outreach, family support programs, and instruction such as the Parent Project course.

COMMUNITY SERVICE OFFICERS (CSO)

CSOs are professional, non-sworn staff trained in traffic collision reporting, parking enforcement, neighborhood patrols, and community service functions. They support sworn personnel by handling non-emergency calls, improving response efficiency, and assisting with events, traffic control, and community complaints.

BEHAVIORAL HEALTH LIAISON OFFICER (BHL)

The BHL works directly with individuals experiencing homelessness, connecting them with resources, conducting outreach, and addressing quality-of-life concerns. The role focuses on balancing compassionate engagement with enforcement of municipal codes and long-term problem-solving.

GRAFFITI REPORTING AND RESPONSE – LAGUNA HILLS

Graffiti incidents in the City of Laguna Hills are reported through resident and business call-ins and are documented by City staff and Police Services as appropriate. Reports are routed for prompt abatement, with coordination between City departments to ensure timely removal and follow-up when investigative action is warranted.

Although the city does not utilize a centralized automated tracking system, reported incidents are monitored to identify repeat locations and emerging trends. Rapid removal remains a priority to maintain community aesthetics and deter ongoing vandalism.

Graffiti Activity:

- Reporting Method: Resident and business call-in reports
- Department Coordination: Public Works and Police Services
- Total Graffiti Removal Cost (2025): Approximately $45,000

COUNTYWIDE SUPPORT SERVICES PROVIDED AT NO COST

Through Board Resolution 89-1160, all OCSD contract cities have access to a broad range of countywide specialty units, including: Homicide • Special Victims • Family Protection • Economic/Cyber Crimes • Narcotics/Vice/Human Trafficking • RNDS (Regional Narcotics) • Forensics/Crime Lab • SWAT • Bomb Squad • Canine • Crisis Negotiations • Air Support • Surveillance & Protection • Internal Affairs • Intelligence Assessment Center • Mounted Patrol • Search & Rescue • Mutual Aid Bureau • Reserve Bureau • Field Training • Coroner • Crime Analysis • Property & Evidence • Records • Information Systems • Inmate Transportation

SECTION 6
TRAINING & PROFESSIONAL DEVELOPMENT

TRAINING COURSES COMPLETED

Ongoing professional development is essential to ensuring high-quality public safety services for the community. Deputies, Investigators, Sergeants, and supervisory staff must meet training standards established by California POST, legislative mandates, and OCSD policy. Many courses require renewal every two years to maintain operational readiness, legal compliance, and tactical proficiency.

The OCSD Regional Training Facility ensures that all personnel remain current in required skills and exceed minimum state mandates. OCSD requires a minimum of 36 hours of training every two years, surpassing POST baseline requirements.

SPECIALIZED & ADVANCED TRAINING

Beyond mandatory requirements, personnel are encouraged to pursue additional training to enhance expertise in investigations, enforcement, supervision, technology, and community engagement. Training completed during the year included:

- Basic & Advanced Narcotics Investigation
- Fentanyl Trends & Drug Investigations
- Outlaw Motorcycle Gang Investigations
- Investigative Interviewing & Interrogation
- Background Investigations
- Multi-disciplinary Child Abuse Interviewing
- Active Shooter & Patrol Rifle Response
- Advanced Patrol Tactics
- Cyber Crimes Investigation
- Advanced CPTED (Crime Prevention Through Environmental Design)
- Critical Incident Leadership
- Mobile Field Force & Crowd Control
- Crisis Intervention Training (CIT)
- Homeless Liaison Officer Training
- LIDAR/Radar
- Pursuit Intervention Technique (PIT)
- Suicide by Cop: Intervention & Response
- Civil & Criminal Liability
- ICS Intermediate & Advanced Command

These courses strengthen department capabilities across investigative, tactical, and community-focused disciplines.

MANDATORY TRAINING REQUIREMENTS

All sworn personnel complete recurrent training in the following core areas:

- Arrest & Control Techniques
- Firearms Update
- Driving Simulator
- Tactical & Interpersonal Communication
- Domestic Violence Response
- Bias-Free Policing
- Vehicle Pursuit Policy
- CPR/AED Certification
- Less-Than-Lethal Tools
- Search & Seizure
- Ethical Decision-Making
- Extremism Awareness

These foundational courses ensure deputies remain well-prepared to respond safely, legally, and effectively to the needs of the community.

COMMITMENT TO EXCELLENCE

Continuous training ensures that personnel remain prepared to address evolving public safety challenges with professionalism, skill, and integrity. OCSD's investment in training supports safer operations, enhanced service delivery, and improved outcomes for the community.

FIELD TRAINING PROGRAM

The Field Training Program (FTP) is one of the most critical components of patrol operations. Field Training Officers (FTOs) are responsible for developing the next generation of law enforcement professionals, ensuring they meet the high performance, safety, and service standards expected within the city and the Sheriff's Department.

PROGRAM OVERVIEW

New patrol deputies entering the division participate in a structured, four-month training program consisting of 12-hour shifts alongside a certified FTO. Trainees are introduced to a wide range of scenarios, calls for service, and operational expectations. Daily evaluations measure performance in areas such as decision-making, officer safety, communication, investigations, and community interaction.

Trainees rotate through multiple phases, each with increasing responsibility and complexity. FTOs evaluate competence through standardized rating scales, narrative evaluations, and scenario-based assessments. Only those who consistently meet or exceed expectations progress through the program.

ROLE OF THE FIELD TRAINING OFFICER

FTOs are selected from among the most experienced and skilled patrol deputies. The position requires:

- Mastery of patrol procedures and criminal law
- Strong communication and teaching skills
- Sound judgment and decision-making
- Demonstrated leadership ability
- Patience, professionalism, and adaptability

FTOs are entrusted with shaping the department's future workforce, ensuring trainees are prepared for the complexities of modern policing. Their influence extends beyond training—FTOs also serve as mentors, role models, and coaches.

PROGRAM IMPACT

In a typical year, the division trains numerous patrol trainees, many of whom remain assigned to the city after completing FTP. This strengthens local knowledge, continuity of service, and operational consistency. Throughout the training process, FTOs pass on critical skills and reinforce department values, contributing directly to higher quality service for the community.

The FTP not only develops new deputies—it also serves as a leadership pipeline. The time, dedication, and expertise required to train new personnel position FTOs for future opportunities, including assignments as Sergeants, Investigators, and specialty detail supervisors.

MASTER FIELD TRAINING OFFICERS (MFTOS)

The OCSD Field Training Bureau oversees the Master Field Training Officer (MFTO) program. MFTOs are advanced trainers selected through a competitive process that includes:

- Demonstrated excellence in report writing
- Strong investigative and legal knowledge
- Proven teaching and adult learning skills
- An oral board interview
- A minimum of 1,200 FTO hours

MFTOs support training across all Patrol Operations Divisions and play a key role in shaping departmentwide standards. The city is proud to have MFTOs assigned within its ranks, reflecting a high level of expertise and commitment to training excellence.

SECTION 7
COMMUNITY PROGRAMS & PARTNERSHIPS

CRIME PREVENTION & PROGRAMS

Crime prevention is a core component of community safety. Through education, outreach, and partnership-based programs, Police Services empowers residents and businesses to reduce crime, increase awareness, and strengthen neighborhood connectivity. Laguna Hills Police Services offers these programs and resources at no cost to the community.

NEIGHBORHOOD WATCH

Neighborhood Watch remains a cornerstone of crime-prevention strategy. Laguna Hills Police Services partners with residents to:

- Educate on crime trends and prevention techniques
- Strengthen communication between neighbors and deputies.
- Promote proactive measures to safeguard homes and property through Crime Prevention Through Environmental Design.

Each group appoints a Block Captain, who serves as the liaison between residents and Police Services. Block Captains receive bi-monthly prevention and preparedness newsletters to ensure they remain informed on current crime trends, prevention strategies, and community safety updates.

CPTED – CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

CPTED principles use thoughtful design to reduce crime and increase natural surveillance. The Laguna Hills Police Services provides free residential and business security assessments, offering guidance on:

- Lighting and visibility
- Landscaping that enhances security
- Natural access control
- Environmental layouts that deter criminal behavior

These assessments help residents and business owners better protect their property through simple and cost-effective measures.

COMMUNITY OUTREACH & PROGRAMS

Laguna Hills Police Services organizes and participates in a variety of community events that support public safety, education, and relationship-building. These annual and recurring events provide residents with opportunities to engage directly with deputies in welcoming, informal settings and include:

- National Night Out
- Coffee with a Cop
- Prescription Drug Take-Back Day
- Deputy Meet & Greets
- Community Night Out
- Safety booths at City special events
- Chamber of Commerce Car Show
- Decorating with Deputies
- Moulton Niguel Trick-or-Treat

These events foster positive engagement and strengthen partnerships between law enforcement and the community.

BUSINESS WATCH

Business Watch mirrors the Neighborhood Watch model but is tailored to commercial districts. The program encourages businesses to work collaboratively with police services by:

- Sharing emergency contact information
- Receiving targeted crime-prevention materials
- Attending free seminars
- Participating in the crime-prevention communication network

Businesses that participate in the program display decals to identify their partnership and promote a safer commercial environment.

SOCIAL MEDIA OUTREACH

Police Services uses multiple social media platforms, including Instagram, Facebook, X, and Nextdoor, to:

- Share crime-prevention tips
- Inform residents of scams and criminal trends.
- Request community assistance (e.g., missing persons)
- Highlight safety campaigns and deputy accomplishments

These platforms allow timely, wide-reaching communication that enhances public awareness.

Crime Prevention is most effective when the community and law enforcement work together. Through education, partnerships, communication, and public engagement, Police Services fosters a safer environment and strengthens the quality of life throughout the city.

COMMUNITY OUTREACH & EVENTS

Laguna Hills Police Services maintains a strong commitment to community engagement, recognizing that positive, proactive interactions help strengthen trust and enhance public safety. Throughout the year, deputies, professional staff, and volunteers participate in a wide range of events designed to bring law enforcement and the community together in meaningful ways.

SIGNATURE COMMUNITY EVENTS

Police Services participates in major city-sponsored celebrations and annual traditions. These events often include deputy meet-and-greets, static displays, safety demonstrations, and photo opportunities with families. Holiday and seasonal events remain among the most popular, drawing thousands of residents and creating memorable positive-policing interactions.



EDUCATIONAL & SAFETY PROGRAMS

Throughout the year, staff engage with residents of all ages by providing:

- Personal and property-safety education
- Fraud and scam-prevention information
- Education on safe and responsible use of social media platforms
- Child safety and school-focused outreach
- Prevention and Preparedness presentations

These programs promote awareness and empower the community to play an active role their own safety.

NEIGHBORHOOD & BUSINESS ENGAGEMENT

Throughout the year, staff engage with residents of all ages by providing:

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- Prevention and Preparedness presentations

These programs promote awareness and empower the community to play an active role in their own safety.





COFFEE-WITH-A-COP & COCOA-WITH-A-COP

"Coffee with a Cop" & "Cocoa with a Cop" during the winter season remain two of the most successful ongoing outreach activities. These informal gatherings allow residents to ask questions, voice concerns, and get to know the deputies who serve their neighborhoods in a relaxed, approachable environment.

YOUTH & FAMILY ENGAGEMENT

Community outreach remains a key priority for Police Services. Throughout the year, our team engages residents through various events and programs that strengthen trust and community partnerships. Highlights include:

- Independence Day Celebration
- School assemblies and classroom presentations
- Station tours & Deputy meet and greets
- Hawk Hail Heroes Football Game
- Decorating with Deputies
- Laguna Hills Memorial Half Marathon
- Trunk or Treat events throughout Laguna Hills
- Heroes Serving Heroes

These efforts help build positive relationships, engage youth early, and reinforce law enforcement's role as mentors and community partners.





PARTNERSHIP & SUPPORT VISITS

Elected officials, community partners, nonprofit groups, and regional organizations visit Police Services throughout the year to discuss local issues, strengthen collaboration, and recognize the work of deputies and volunteers. These visits support interagency partnerships and highlight the ongoing commitment to public safety.

EMERGENCY PLANNING

Emergency planning in the City of Laguna Hills is a coordinated, citywide effort to prepare for, respond to, and recover from emergencies and major incidents. Through proactive planning, training, and strong partnerships, the city works year-round to protect the community and ensure a swift, effective response when it matters most.

EVACUATION PLANNING

- Citywide evacuation zones have been established to ensure the safe and efficient movement of residents during emergencies.
- Operational evacuation maps created for deputies and first responders to support coordinated, effective response.
- AlertOC integration enables targeted emergency notifications to residents based on their location.
- Public-facing evacuation maps are available on the City's website to help residents prepare in advance.
- The bi-monthly Preparedness & Prevention Newsletter keeps the community informed with safety tips, emergency updates, and readiness resources.

TRAINING & REAL-WORLD PREPAREDNESS

- Annual drills and tabletop exercises conducted with city departments and partner agencies to strengthen coordinated emergency response.
- The operational area (OA) radio conducts monthly communication testing to ensure reliable interoperability during incidents.
- Participation in countywide disaster responses provides valuable real-world operational experience and reinforces readiness.
- Laguna Hills Emergency Management Matrix guides preparedness, response, and recovery efforts across all City departments.

RESPONSE INFRASTRUCTURE

The City of Laguna Hills' Emergency Operations Center (EOC) strengthens the City's ability to respond effectively to emergencies and critical incidents through:

- Rapid activation and scalable response capabilities
- Enhanced coordination with local, county, and partners
- Real-time situational awareness and information sharing
- Dedicated emergency management equipment, technology, and resources

The EOC supports timely decision-making, improved operational coordination, strong support for field operations, and seamless integration with outside agencies during major incidents and disasters.

PROJECT TURNED INTO RESPONSE

Laguna Hills Police Services, in partnership with the City of Laguna Niguel, conducted a comprehensive wildfire tabletop exercise for Southwest Division staff focused on large-scale emergency response and interagency coordination. The exercise brought together key regional partners, including Laguna Beach Police and Fire and the Orange County Fire Authority, to work through a realistic, scenario-driven wildfire incident. Participants examined decision-making processes, resource deployment, evacuation considerations, and communication protocols, all with the goal of strengthening coordination, improving information-sharing, and enhancing overall response capabilities.

Just weeks later, those planning efforts were put into practice during the Rancho Fire in Laguna Beach, which directly impacted the region. During the incident, Laguna Hills' Captain and Emergency Manager responded to provide support and assist with coordination efforts. Their participation showed how useful the earlier practice session was, as agencies could use what they learned, work well together, and respond quickly in a real situation, proving the importance of being prepared and working together for emergencies.

VOLUNTEER PROGRAMS





Reserve Deputies

Reserve Deputies are state-certified volunteers who augment patrol operations and provide support for special events and city needs.
Primary Duties Include:

- Acting as a second officer in patrol units
- Traffic and crowd control
- Crime scene security
- Foot and bike patrol
- Transportation of arrestees

2025 Impact:

- 72 volunteer hours
- Estimated value: $4,474.80 (at $62.15/hr)

Explorer Program

- The Explorer Program provides young adults with leadership development, mentorship, and hands-on law enforcement experience.
- Explorer Contributions:
- Traffic and event support
- Administrative and station tasks
- Crime prevention outreach
- Ride-alongs and training opportunities

SECTION 8
RECOGNITION AND LEGACY

SPECIAL RECOGNITION



Deputy D. Stephenson and H.La'Croix

Deputies Uncover "Chop Shop"

The Orange County Sheriff's Department Direct Enforcement Team (DET) continues to proactively combat crime in the City of Laguna Hills through targeted enforcement and investigative efforts.

On January 14, 2025, during an ongoing investigation into a series of e-bike thefts, Laguna Hills Police Services deputies, alongside DET deputies, uncovered a suspected "chop shop." During the investigation, deputies recovered multiple stolen e-bikes, bicycles, and scooters. A suspect connected to the operation was arrested and booked into the Orange County Jail.

This incident highlights the importance of recording serial numbers for bicycles and e-bikes. Serial numbers play a critical role in helping law enforcement identify recovered property, return items to their rightful owners, and link stolen property to criminal suspects. Residents are strongly encouraged to maintain a record of their bike's serial number in case it is ever needed for reporting purposes.

Public safety is a shared responsibility. We all play an important role in keeping our communities safe. If you see something suspicious, say something.



Deputy D. Malkov, J. Lopez, and V. Dominguez

Traffic Stop Yields Firearms, Drugs, and Arrest

On September 14, 2025, night shift deputies conducted a traffic stop at El Toro Road and Avenida De La Carlota involving a vehicle occupied by two individuals. A records check revealed the driver was on formal probation and consented to a search, allowing deputies to search the vehicle. The passenger also consented to a search of his personal belongings.

During the search, deputies recovered three firearms, multiple rounds of ammunition, and Xanax pills found in a backpack. Deputies additionally located approximately $1,021 in U.S. currency, in multiple denominations, inside the vehicle's center console.

Laguna Hills Police Services' proactive enforcement and diligent investigation removed these illegal weapons and narcotics from the streets, resulting in an arrest.



Deputy J. Franco, M. Carreno, A. Alvarez, and C. Chavez

Suspicious Vehicle Leads to Three Arrests

On October 23, 2025, Deputies responded to a report of a suspicious vehicle in Laguna Hills.
During the investigation, deputies located illegal narcotics, drug paraphernalia, and suspected stolen merchandise inside the vehicle. Upon contacting the occupants, all three subjects were detained. While standing at the front window, deputies observed drug paraphernalia in plain view inside the front cup holder.

A records check revealed that one individual was on formal probation and another was on informational probation. A subsequent search of the vehicle resulted in the discovery of merchandise from TJ Maxx and Marshalls, still bearing store tags and security sensors. The items were located inside multiple backpacks and on the back seat of the vehicle. The total value of the merchandise exceeded $1,000.

All three subjects were arrested in connection with the investigation. Two of the individuals were also found to have outstanding warrants.

EMPLOYEE OF THE YEAR



DEPUTY DYLAN STEPHENSON

Deputy Dylan Stephenson was selected as the 2025 Deputy of the Year in recognition of his exceptional performance, dedication, and unwavering commitment to public safety and community service in the City of Laguna Hills. Throughout the year, Deputy Stephenson consistently distinguished himself as a top performer in arrests, proactive enforcement stops, and contraband recovery, making a measurable impact on crime reduction efforts citywide.

Deputy Stephenson led a highly successful pre–July 4th gang suppression operation, ensuring a safe and secure community celebration during a high-visibility holiday period. His proactive enforcement strategies played a critical role in deterring criminal activity and maintaining public safety. He was also instrumental in the recovery of dozens of stolen e-bikes, working closely with the Detective Bureau to identify offenders, facilitate arrests, and return stolen property to their rightful owners.

n addition to his enforcement accomplishments, Deputy Stephenson serves as the station's Behavioral Health Liaison, where he balances proactive policing with compassionate, service-oriented outreach by connecting unhoused individuals and those experiencing mental health crises with appropriate resources. He also serves as a Field Training Officer, mentoring new deputies and leading by example through professionalism, accountability, and teamwork.

Professional, proactive, and mission-focused, Deputy Stephenson embodies the core values of Laguna Hills Police Services. His leadership, dedication, and service make him exceptionally deserving of the 2025 Deputy of the Year honor.



Provided by the Orange County Sheriff's Department,
In partnership with the City of Laguna Hills.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: April 28, 2026
To: Mayor and Council Members
From: Karen Hamman, Interim City Clerk
Issue: Committee Assignment Reports

Recommendation: That the City Council receive reports from the City Council Members on the City Council Committee Assignments listed on the staff report.

Background:

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments:

Orange County Mosquito and Vector Control District (OCMVCD) Board of Trustees
Council Member Pezold
April 16, 2026, Regular Meeting

Orange County Fire Authority (OCFA) Board off Directors
Council Member Sweeney
April 23, 2026, Regular Meeting

Orange County Public Libraries Library Advisory Board (LAB)
Council Member Wheeler
April 23, 2026, Regular Meeting

Fiscal Impact:

The City does not provide any additional compensation to City Council Members for serving on outside agency boards or committees.