City of Laguna Hills
City Council / Planning Agency

Regular Meeting Agenda
Tuesday, August 25, 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 (3) 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 two (2) hours prior to the start of the meeting on August 25, 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 August 25, 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.

Remote Online Public Comments: Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, can do so via two-way telephonic service by calling the number below and entering the meeting ID and passcode. When participating via two-way telephonic service, follow the instructions below to indicate you wish to speak during the meeting. It is City policy to limit public testimony to up to three (3) minutes per person, as determined by the Mayor, for Public Comments. You will be asked to raise your hands via *9. When recognized by the City Clerk using the last four (4) digits of your phone number, unmute your microphone by pressing *6 (Staff will grant permission) and provide comments. At the conclusion of your time, your ability to unmute will be removed by the Host. Remote participants must be present when called and are responsible for ensuring that they are connected and able to hear the meeting.

Two-way Telephonic Service Information:

Telephone Number: 669-444-9171 or 253-215-8782

Meeting ID: 858 5938 2799
Passcode: 92653

Please be mindful that the meeting will be recorded and all rules of decorum apply for in-person and virtual attendees.

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

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: Elder Jeff Anderson of Christ Community Church

Pledge of Allegiance: Councilmember Pezold

Roll Call of City Council Members

1. Presentations and Proclamations

1.1 Wildfire Awareness and Prevention Season Proclamation

Recommendation: That the City Council issue a Proclamation declaring mid-summer to early autumn as "Wildfire Awareness and Prevention Season" and that Mayor Caskey present the Proclamation to Reid

Gibson, Division Chief, Orange County Fire Authority.

1.2 El Toro Road/Interstate 5 Interchange Project Update

Recommendation: That the City Council receive the presentation from the Orange County Transportation Authority.

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That the City Council

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 July 14, 2026, Special Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the July 14, 2026, Special Meeting

4.3 Approval of Minutes for July 14, 2026, Regular Meeting

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

4.4 Approval of Minutes for August 19, 2026, Special Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the August 19, 2026, Special

Meeting.

4.5 Ratification of August 25, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from July 3, 2026, to August 13, 2026, in the amount of $5,323,199.96.

4.6 Treasurer's Investment Report for June 2026

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

4.7 Treasurer's Investment Report for July 2026

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

4.8 Informal Bidding Ordinance Use Quarterly Report for Public Works Projects

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

4.9 Approval of Amended Memorandum of Understanding with SDRMA for Employee Health Insurance Program

Recommendation: That the City Council approve the Resolution authorizing continued participation in SDRMA's Health Insurance Program and authorize City Staff to sign the amended Memorandum of Understanding.

4.10 2026 Holiday Lighting and Decorations Agreement with Shine Creations LLC (formerly The Christmas Kings)

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

4.11 2026 Holiday Event Series Pre-Event Report

Recommendation: That the City Council receive and file the 2026 Holiday Event Series Pre-Event Report.

4.12 License Agreement with SOCAL Counseling Services for 24031 El Toro Road, Suite 250D

Recommendation: That the City Council: 1. Approve of the license agreement; and 2. Authorize the City Manager to sign the license agreement.

4.13 Laguna Hills-Laguna Woods El Toro Road and Moulton Parkway Traffic Signal Interconnect Conduit License Agreement

Recommendation: That the City Council: 1. Approve of the Laguna Hills-Laguna Woods El Toro Road and Moulton Parkway Traffic Signal Interconnect Conduit License Agreement; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Agreement; and 3. Authorize the City Manager to execute the Agreement.

4.14 Approval of an Ordinance Adopting the Urban Village Specific Plan Amendment to Modify Permitted Uses, Development Standards, and Applicability of the City's Objective Design Standards

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Approving and Adopting the Urban Village Specific Plan Amendment to Modify Permitted Uses, Development Standards, and Applicability of the City's Objective Design Standards."

4.15 Approval of an Ordinance Adopting an Amended and Restated Development Agreement between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC for the Village At Laguna Hills Project

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Approving and Adopting an Amended and Restated Development Agreement Between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC for the Village at Laguna Hills Project.

4.16 Approval of an Ordinance Adopting Zoning Text Amendment and Zoning Map Amendment No. RZNE-0014-2026, (10 A Text Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Implement the General Plan Housing Element by Amending Chapter 9-11 (Overlay Districts) to Implement the Amended Land Use Element by Renaming the Existing Housing (H) Overlay Zone to Housing 50 (H50) Overlay Zone and Introducing a New Housing 80 (H80) Overlay Zone; and (2) A Zone Change to Apply the Housing 50 (H50) Overlay Zone and Housing 80 (H80) Overlay Zone to 23501 - 23561 Ridge Route Drive (APN# 588-331-12), 25201 - 25241 Paseo De Alicia (APN# 620-221-42, 620-221-44, and 620-221-49), and to Additional Properties as Specified in the Proposed Ordinance

Recommendation: That the City Council approve an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting Zoning Text Amendment and Zoning Map Amendment No. RZNE-0014-2026, (10 A Text Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Implement the General Plan Housing Element by Amending Chapter 9-11 (Overlay Districts) to Implement the Amended Land Use Element by Renaming the Existing Housing (H) Overlay Zone to Housing 50 (H50) Overlay Zone and Introducing a New Housing 80 (H80) Overlay Zone; and (2) A Zone Change to Apply the Housing 50 (H50) Overlay Zone and Housing 80 (H80) Overlay Zone to 23501 - 23561 Ridge Route Drive (APN# 588-331-12), 25201 - 25241 Paseo De Alicia (APN# 620-221-42, 620-221-44, and 620-221-49), and to Additional Properties as Specified in the Proposed Ordinance"

4.17 Approval of an Ordinance Adopting RZNE-0015-2026 for the Inclusionary Housing Program by Adding Chapter 9-73 (Inclusionary Housing) of Title 9 (Zoning Code) of the Laguna Hills Municipal Code to Establish an Inclusionary Housing Program, Require the Provision of Affordable Housing in Certain Residential Developments, Establish an Inclusionary Housing Fund, Provide Alternative Methods of Compliance, and make Findings Related Thereto

Recommendation: That the City Council approve an ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting RZNE-0015-2026 for the Inclusionary Housing Program by Adding Chapter 9-73 (Inclusionary Housing) of Title 9 (Zoning Code) of the Laguna Hills Municipal Code to Establish an Inclusionary Housing Program, Require the Provision of Affordable Housing in Certain Residential Developments, Establish an Inclusionary Housing Fund, Provide Alternative Methods of Compliance, and make Findings Related Thereto"

4.18 City's Conflict of Interest Code Update

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Adopting an Updated Conflict of Interest Code and Rescinding Resolution No. 2024-08-27-2"

4.19 Development Application Status Report

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

Items Removed from the Consent Calendar

5. Administrative Reports

5.1 City Manager

5.1.1 Approve a response to the 2025-2026 Orange County Grand Jury Report, "Wildfires Hit Home"

Recommendation: That the City Council approve a response to the 2025-2026 Orange County Grand Jury Report, "Wildfires Hit Home", authorize the Mayor to execute the response, and direct the City Manager to submit the response as required by applicable law.

5.2 Assistant City Manager

5.2.1 Review of Petitions Received Regarding the Establishment of Proposed Residential Permit Parking District(s) for Camberwell Street, Hendon Street, Calle Carmel, Via Balboa, Avenida Avalon, Luton Street, Costeau Street, Salford Street, Derby Circle, York Circle, Sunset Place West, Sunset Place East, and Sunset Place

Recommendation: That the City Council discuss and provide direction on a proposed residential permit parking district.

5.2.2 Rejection of Bids for CIP 101-M: Citywide Local Street Rehabilitation Project

Recommendation: That the City Council: 1. Reject all Bid Proposals received for the Citywide Pavement Rehabilitation Project, CIP No. 101-M; and 2. Provide direction to City staff on the scope of the Citywide Pavement Rehabilitation Project for a second re-bidding.

5.2.3 Rejection of Bids and Authority to Re-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. Reject all Bid Proposals received for the Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241; 2. Approve the revised plans and specifications 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 modifications to the plans and specifications as may be necessary; and 4. 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.

5.3 Community Services Director

5.3.1 Proposed Update to the City of Laguna Hills Banner Program

Recommendation: That the City Council discuss the provided Street Pole Banner options and provide direction to Staff.

5.4 Chief of Police Services

5.4.1 Public Safety Update

Recommendation: That the City Council

6. Matters Agendized and Presented by City Council Members

7. City Council Member Committee Reports

7.1 Committee Assignment Reports

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

8. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be September 8, 2026, at 6:00p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JOSHUA STEVENSON, 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 August 21, 2026, at 5:00p.m.



Joshua Stevenson, 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: August 25, 2026
To: Mayor and Council Members
From: Joshua Stevenson, City Clerk
Issue: Wildfire Awareness and Prevention Season Proclamation

Recommendation: That the City Council issue a Proclamation declaring mid-summer to early autumn as "Wildfire Awareness and Prevention Season" and that Mayor Caskey present the Proclamation to Reid Gibson, Division Chief, Orange County Fire Authority.

Background:

The City received a request from the Orange County Fire Authority (OCFA) to issue a proclamation declaring mid-summer to early-autumn 2026 as "Wildfire Awareness and Prevention Season." Staff recommends the City Council issue the proclamation to be presented to OCFA Division Chief Reid Gibson at the August 25, 2026, City Council meeting.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

1. Proclamation - 2026 Wildfire Awareness and Prevention Season

CITY OF LAGUNA HILLS

Proclamation

Mid-Summer – Early Autumn 2026
Wildfire Awareness and Prevention Season

WHEREAS, *in 2020, California experienced a record-breaking wildfire season, with over 4 million acres burned across the state. In 2024, the state faced 8,024 wildfires that burned approximately 1,050,012 acres, reflecting a significant increase from the previous year; and*

WHEREAS, *the recent wildfires in Los Angeles County, including the Eaton and Palisades fires in early January 2025, resulted in at least 29 fatalities and destroyed over 16,000 structures. The economic impact of these fires is profound, with tragic death tolls and estimated damages and economic losses reaching up to $250 billion; and*

WHEREAS, *extreme fires are a growing threat to public health and safety, homes, air quality, and climate goals. Approximately 25% of California's population lives in areas identified as high or very high fire hazard severity zones. Sudden and intense wildfires may swiftly emerge, traversing vast distances and penetrating urban zones far from their origin, thereby detrimentally affecting public health and diminishing overall quality of life; and*

WHEREAS, *every citizen has a key role in preventing destructive wildfires from occurring. Public education and up-to-date regional emergency planning are key to making our communities more resilient to the impacts of wildfire and other extreme weather events. Orange County residents can learn about Ready, Set, Go! to prepare for wildfire season and help prevent loss of life and property at www.OCFA.org/RSG.*

NOW, THEREFORE, *I, Don Caskey, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim the height of wildfire season, beginning in mid-summer and running through early autumn, as "Wildfire Awareness and Prevention Season."*

Dated this 25th day of August, 2026

_____

Don Caskey, Mayor

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: El Toro Road/Interstate 5 Interchange Project Update

Recommendation: That the City Council receive the presentation from the Orange County Transportation Authority.

Background:

Fiscal Impact:

Attachments:
None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: Schedule of Future Events

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

Meetings:

City Council/Planning Agency Regular Meetings
Tuesday, September 8th, 6:00 p.m., Laguna Hills Civic Center Council Chamber
Tuesday, September 22nd, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events, Communication, and Beautification Regular Meeting
Monday, September 14th, 10:00 a.m., Laguna Hills Civic Center Admin Conference Room

Traffic Commission Regular Meeting
Wednesday, September 16th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

City Facility Closures:

Holiday Closure
Monday, September 7th, Laguna Hills Civic Center and Laguna Hills Community Center

Events:

Symphony on the Go!
Wednesday, August 26th, 6:30 p.m., Cabot Park

Excursion to Ramona Rodeo
Thursday, August 27th, 3:00 p.m. – 11:00 p.m., meet at Laguna Hills Community Center

Excursion to La Fiesta Ballona
Friday, August 28th, 3:00 p.m. – 10:00 p.m., meet at Laguna Hills Community Center

Excursion to Academy Museum
Sunday, August 30th, 9:00 a.m. – 5:30 p.m., meet at Laguna Hills Community Center

Excursion to Laguna Beach Museum of Art
Thursday, September 3rd, 4:30 p.m. – 10:00 p.m., meet at Laguna Hills Community Center

A Slice of Literary Orange
Thursday, September 3rd, 6:30 p.m., Laguna Hills Community Center Heritage Room

Excursion to the Orange International Street Fair
Friday, September 4th, 4:00 p.m. – 10:00 p.m., meet at Laguna Hills Community Center

Excursion on Route 66 – Santa Monica to Barstow
Saturday, September 5th, 7:00 a.m. - 6:30 p.m., meet at Laguna Hills Community Center

Excursion to Getty Villa
Sunday, September 6th, 8:30 a.m. – 6:30 p.m., meet at Laguna Hills Community Center

Harvest in the Hills
Saturday, October 10th, 4:00 p.m. – 6:00 p.m., Laguna Hills Community Center Town Green

Attachments:

1. Event and Activities Flyer(s)

Excursion to Ramona Rodeo



Let's head to the Ramona Rodeo! This beloved community tradition is proudly celebrating its 45th anniversary. For generations, this action-packed event has brought together the heart and spirit of the community in a memorable celebration of Western heritage. Set against the scenic backdrop of "R-Town," the Ramona Rodeo features thrilling rodeo competitions, live entertainment, and fun-filled activities for all ages. From the excitement in the arena to the festive atmosphere throughout the grounds, there's something for everyone to enjoy. **Please Note:** **Admission tickets are not included, and additional costs will apply.** Participants meet at the Laguna Hills Community Center where City staff will provide transportation. **No refunds or transfers for this event.**

Class# 2497

8/27 3:00PM-11:00PM Thursday

Fee: Resident $20, Non-Resident $25

Like us on at www.facebook.com/lagunahillscc

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

Excursion to Fiesta La Ballona



Travel with us to Culver City to celebrate community, culture, and fun at Fiesta La Ballona, a lively festival filled with music, dance, food, and local traditions! Explore artisan booths, enjoy live entertainment, and immerse yourself in the vibrant spirit of the event. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 2440

8/28 3:00PM-10:00PM Friday

Fee: Resident $20, Non-Resident $25

Like us on at www.facebook.com/lagunahillscc

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

Excursion to Academy Museum



Experience an unforgettable summer tradition in Laguna Beach and browse a juried fine art festival featuring exceptional works by California artists before attending the world-renowned Pageant of the Masters, where famous works of art are recreated using live performers in remarkably lifelike tableaux. Please **Note: Admission tickets are not included and additional costs will apply.** Participants should plan for outdoor conditions- dress in layers, wear comfortable shoes, and water. Feel free to bring snacks or enjoy a meal at a nearby eatery. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 2541

8/30 9:00AM-5:30PM Friday

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

Excursion to Laguna Beach Museum of Art



Enjoy a cultural excursion to the Laguna Art Museum, California's oldest art museum dedicated exclusively to the art and artists of the state. Located along the scenic coastline of Laguna Beach, the museum features inspiring exhibitions spanning historical to contemporary works. After exploring the galleries, take time to stroll through the charming seaside village, browse local shops, or enjoy dinner with ocean views. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

***Registration starts on August 10, 2026** **Class# 2604**

9/3 4:30PM-10:00PM Thursday

Fee: Resident $10, Non-Resident $15

Like us on at www.facebook.com/lagunahillscc

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

OC PUBLIC LIBRARIES PRESENTS

A SLICE OF LITERARY ORANGE

TESS GERRITSEN

Thursday, September 3 at 6:30pm

TESS GERRITSEN is the award-winning and *New York Times* bestselling author of more than thirty books that have been published in forty countries and sold more than 40 million copies. Many of her novels have been top 3 bestsellers in the U.S. and #1 bestsellers abroad. The daughter of a Chinese immigrant and a Chinese American seafood chef, Tess Gerritsen grew up in San Diego and now lives in Maine. Her latest book, *The Shadow Friends*, is the third in the Martini Club series, which features a group of retired spies who solve mysteries using their espionage skills. The series is in development for TV with Amazon Studios.



Laguna Hills Community Center
25555 Alicia Pkwy, Laguna Hills, CA 92653

Limited complimentary books available, while supplies last.
Admission does not guarantee a free copy.
Books available for purchase, courtesy of Arvida Book Co.
No registration required. Early arrival suggested.

For more information,
call (714) 566-3072 or visit ocpl.org

County of Orange California

Orange County, CA Public Libraries
Open Doors. Free Access. Community.

literary orange

Excursion to Orange International Street Fair







Experience the sights, sounds, and flavors of the annual Orange International Street Fair in the heart of Old Towne Orange. This lively celebration features international food booths, live music, cultural entertainment, arts and crafts, and a festive atmosphere that attracts visitors from across Southern California. Stroll through the historic Orange Circle, sample cuisine from around the world, and enjoy an evening of culture, community, and fun. Participants meet at the Laguna Hills Community Center where City staff will provide transportation to the trailhead. **No refunds or transfers for this event.**

***Registration starts on August 10, 2026** **Class# 2605**

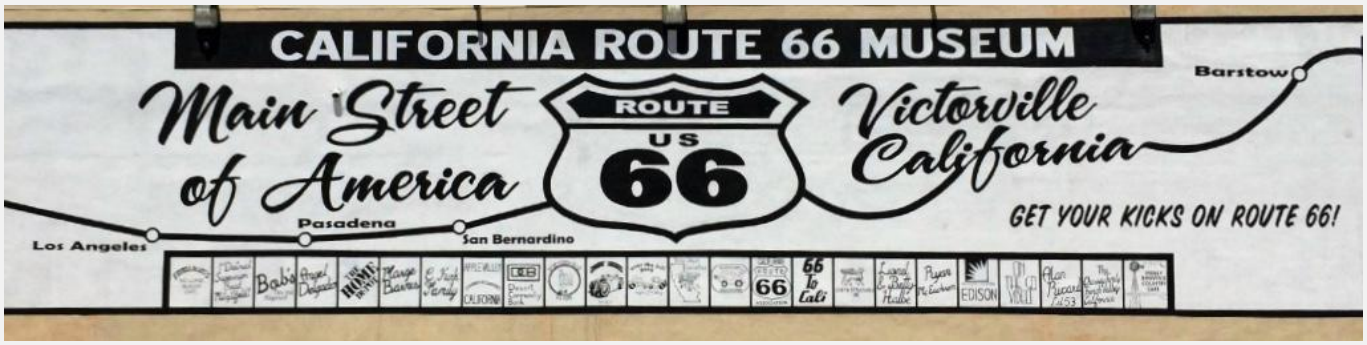
9/4 4:00PM-10:00PM Friday

Fee: Resident $15, Non-Resident $20

Like us on at www.facebook.com/lagunahillscc

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

Excursion on Route 66 – Santa Monica to Barstow



Take a memorable journey along the historic Route 66 from Santa Monica to Barstow, tracing one of America's most iconic highways. This excursion follows the "Mother Road" from the Pacific coast through Los Angeles and into the Mojave Desert, showcasing classic roadside landmarks, vintage diners, and quirky attractions along the way. The route transitions from urban landscapes to open desert vistas, offering a glimpse into California's diverse scenery and Route 66's rich cultural history. It's a fun blend of nostalgia, sightseeing, and classic Americana. Be sure to bring water, some snacks/sack lunch or purchase from the food vendors at various stops. Participants meet at the Laguna Hills Community Center where City staff will provide transportation to the trailhead. **No refunds or transfers for this event.**

***Registration starts on August 10, 2026** **Class# 2606**

9/5 7:00AM-6:30PM Saturday

Fee: Resident $30, Non-Resident $35

Like us on at www.facebook.com/lagunahillscc

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

Excursion to Getty Villa



Partake in an Orientation Tour of the historic Roman villa and gardens J. Paul Getty built on the property and discover the Museum's antiquities collection. The Getty Villa in Malibu houses approximately 44,000 works of art from the Museum's extensive collection of Greek, Roman, and Etruscan antiquities, of which over 1,200 are on view. Bring a sack lunch or purchase from onsite concessions. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

***Registration starts on August 10, 2026** **Class# 2607**

9/6 8:30AM-6:30PM Sunday

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

Harvest IN THE Hills

ENTERTAINMENT-FOOD-FUN

OCTOBER 10, 2026

25555 ALICIA PKWY ~ EVENT STARTS AT 4PM

Join the City of Laguna Hills on the Town Green for an evening filled with fall fun and family friendly activities.
4PM-6PM: Community partners expo, crafts, backyard games, face painting, and more
4:15PM/4:30PM/4:45PM: Polly's Apple Pie Eating Contest
5PM-6PM: Magic Show at the Gazebo
Food will be available for purchase

THANK YOU TO OUR EVENT SPONSORS

PUMPKIN CITY est. 1978 CREATING MEMORIES, ONE SEASON AT A TIME
POLLY'S PIES
SOUTH COAST EYE CARE CENTERS
A COMPREHENSIVE OPHTHALMOLOGY MEDICAL GROUP, INC.
Caring for your most precious resource
moulton niguel water district
I Can Academy TUTORING

MINUTES

City Council/Planning Agency Special Meeting

July 14, 2026

A Special Meeting of the City Council / Planning Agency of the City of Laguna Hills, California, was called to order by Mayor Caskey at 4:00 p.m., on July 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 July 10, 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.

Call to Order

Mayor Caskey called the meeting to order at 4:00 p.m.

Roll Call of City Council Members

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

Absent: None

Invocation: Council Member Wheeler

Pledge of Allegiance: Mayor Caskey

1. Joint City Council/Planning Agency Meeting

At the hour of 4:04 p.m., Mayor Caskey recessed the City Council meeting and called the Joint City Council and Planning Agency meeting to order.

1.1 Roll Call of City Council/Planning Agency Members

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

Council Member Dave Wheeler

Absent: None

1.2 Joint City Council/Planning Agency Public Hearings

1.2.1 The Village at Laguna Hills – A Request by MGP Fund X Laguna Hills, LLC to Modify the Previously Approved Village at Laguna Hills Project to Redevelop the Former Laguna Hills Mall Site Located at 24001 Avenida de la Carlota #B; 23451 Calle de la Louisa; 24162 Ronda del Rossmoor; 24100, 24126, 24155 and 24300 Laguna Hills Mall, Including an Amendment to Urban Village Specific Plan; Approval of Site Development Permit; Conditional Use Permits; Master Sign Program; Parking Use Permit; Amended Vesting Tentative Tract Map No. 19123 for Residential, Condominium, and Commercial/Retail Purposes to subdivide 10 existing lots into 27 lots; and Amended and Restated Development Agreement No. USE-0239-2025.

Mayor Caskey called for this item.

Mayor Pro Tem Mathis presented the Ad Hoc Committee report.

Contract Planner Gena Guisar presented the staff report.

MGP Fund X Laguna Hills LLC Representative presented the developer report.

At the hour of 4:49 p.m., Mayor Caskey opened the public hearing.

The following spoke in favor of the project: Sheila Kaneshiro, Rona Henry, John Noell, Kristina Kennedy, Elizabeth Hansburg, John Loper, Phyllis Roberts, Ann Owens, Ana Gromis, Collin Powers, Jamal Naim.

Motion made by Council Member Wheeler, seconded by Council Member Sweeney, to continue the public hearing to the 6:00 p.m. meeting of the City Council / Planning Agency

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

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

Adjournment

At the hour of 5:43 p.m., with no further business to come before the City Council / Planning Agency at this session, Mayor Caskey adjourned the meeting to Tuesday, July 14, 2026, at 6:00 p.m.

_____
Joshua Stevenson, City Clerk

ATTEST:

_____
Don Caskey, Mayor

Approved at meeting of August 25, 2026

MINUTES

City Council/Planning Agency Regular Meeting

July 14, 2026

A Regular Meeting of the City Council / Planning Agency of the City of Laguna Hills, California, was called to order by Mayor Caskey at 6:00 p.m., on July 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 July 10, 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.

Mayor Caskey opened the meeting at 6:03 p.m. and resumed the public hearing for item 1.2.1.

1. Joint City Council/Planning Agency Meeting

1.1 Roll Call of City Council/Planning Agency Members

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

Absent: None

1.2 Joint City Council/Planning Agency Public Hearings

1.2.1 The Village at Laguna Hills – A Request by MGP Fund X Laguna Hills, LLC to Modify the Previously Approved Village at Laguna Hills Project to Redevelop the Former Laguna Hills Mall Site Located at 24001 Avenida de la Carlota #B; 23451 Calle de la Louisa; 24162 Ronda del Rossmoor; 24100, 24126, 24155 and 24300 Laguna Hills Mall, Including an Amendment to Urban Village Specific Plan; Approval of Site Development Permit; Conditional Use Permits; Master Sign Program; Parking Use Permit; Amended Vesting Tentative Tract Map No. 19123 for Residential, Condominium, and Commercial/Retail Purposes to subdivide 10 existing lots into 27 lots; and Amended and Restated Development Agreement No. USE-0239-2025.

1. That the City Council and Planning Agency:
    a. Re-open the joint public hearing of the Planning Agency and City Council;
    b. Find that the Project is within the scope of the 2009 General Plan Program Environmental Impact Report as Addended in the First

through Seventh Addenda and Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project and does not require additional environmental review pursuant to the California Environmental Quality Act Guidelines Section 15162 (Subsequent EIRs and Negative Declarations);

c. Adopt a Resolution entitled: "A Joint Resolution of the Planning Agency and City Council of the City of Laguna Hills, California, Approving Site Development Permit, Master Sign Program, Conditional Use Permit for the Additional Hotel, Amended Vesting Tentative Tract Map No. 19123, and Amended and Restated Development Agreement No. USE-0239-2025, a Request by MGP FUND X LAGUNA HILLS, LLC, to Modify the Previously Approved Village at Laguna Hills Project to Continue to Redevelop the Former Laguna Hills Mall Site Located at 24001 Avenida de la Carlota #B; 23451 Calle de la Louisa; 24162 Ronda del Rossmoor; 24100, 24126, 24155 and 24300 Laguna Hills Mall, and Making Certain Findings in Connection Therewith."

2. That the City Council:
   a. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Amending and Restating a Development Agreement Between the City of Laguna Hills and MGP FUND X LAGUNA HILLS, LLC for the Village at Laguna Hills Project."
   b. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Amending the Urban Village Specific Plan."
   c. Consider converting the Village at Laguna Hills Ad Hoc Committee into a Standing Committee to monitor and advise on the implementation of the Development Agreement and project development.

Mayor Caskey reopened the public hearing at 6:05 p.m.

The following spoke in favor of the project: Marcella Lawson, Cynthia Marquez, Heidi Prescott, William Derentz, Kendall Carter.

The following spoke in neutrality to the project: Rose Casey.

The following spoke in opposition to the project: Griffin Joseph, Charlie Carno.

The following individuals submitted an electronic public comment on Item No. 1.2.1. The comments were provided to the City Council Members prior to the

meeting, posted on the City's website, and announced into the record by City Clerk Stevenson.

Comments in favor:

1. Amir Baum
2. Ann Beltran
3. Anne Kolar
4. Bruce Johnson
5. Ceasar Covarrubias
6. Christine Morinello
7. Cindy Ashley
8. Denise Legters
9. Elizabeth Hansburg
10. Erin Simmons-Schwarz
11. Frieda Gorelick
12. Hugh and Nancy Winter
13. Jay C.
14. Jill Martinez
15. Joel Goldstein
16. Judy Northrop
17. Kathy Esfahani
18. Keith Tuominen
19. Marcella Lawson
20. Margaret Struve
21. Marilyn Schoeder
22. Mark Allshouse
23. Michelle Antenesse
24. Micki Nozaki
25. Rev. Celia Young
26. Rev. Rayna Hamre
27. Ron [no last name]
28. Rona Henry
29. Rosemarie Jensen
30. Sayre Weaver
31. Sheryl Sterry
32. Stan Goldberg
33. Susan Dearing
34. Vicki Hines
35. Wendy Washington

Comments in Nuetrality:
1. Orange County Transportation Authority
2. City of Lake Forest

Comments in opposition:
1. Angelica Ramirez
2. Daisy Pascua
3. Fiegan Fazilat
4. Geoff Leavell
5. Giselle Hernandez
6. Incia Haider
7. James Blacken
8. James Grierson
9. Lorene Mann
10 Lucila Soria
11. Radames Flores
12. Stacy DeMore
13. Wes Chavez

Mayor Caskey closed the public hearing at 6:50 p.m.

City Staff answered the City Council Member's questions.

The Development team answered the City Council Member's questions.

Motion made by Mayor Pro Tem Mathis, seconded by Council Member Sweeney, to approve staff's recommendations.

On roll call, said motion carried the following vote:

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

1.3 Joint City Council/Planning Agency Meeting Adjournment

Mayor Caskey recessed the meeting at 9:54 p.m.

Mayor Caskey reconvened the meeting at 10:02 p.m.

2. Presentations and Proclamations

There were no presentations.

3. Schedule of Future Events

3.1 Schedule of Future Events

Community Services Director Hollan Gannon announced the City's upcoming meetings and events.

4. Public Comments

Yining Wang: Spoke regarding the massage expansion moratorium and her business.

Madelyn Unholz: Spoke regarding the City's use of Flock Safety Cameras.

Cathy Udovch: Was called but did not respond.

5. Consent Calendar

Motion made by Council Member Sweeney, seconded by Council Member Wheeler, to approve the outlined below.

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

AYES:	Caskey, Mathis, Pezold, Wheeler Sweeney

NOES: None
ABSTAIN: None

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

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.

5.3 Ratification of July 14, 2026 Warrant Register

Ratified the accompanying Warrant Register for the period from June 12, 2026, to July 2, 2026, in the amount of $781,370.85.

5.4 Grant Application to OCTA for the Environmental Cleanup Tier 1 Program, Ridge Route Drive Biofiltration Project

1. Ratified the grant application submittal to the Orange County Transportation Authority's Environmental Cleanup Tier 1 Program for the Ridge Route Drive Biofiltration Project; and 2. Adopted Resolution 2024-07-14-1 entitled "A Resolution of the City Council of the City of Laguna Hills, California, Authorizing an Application for Funds for the Environmental Cleanup, Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3 for the Ridge Route Drive Biofiltration Project

5.5 Notice of Completion and Final Payment for Laguna Hills Community Center Electrical Improvements, CIP 520

1. Certified the completion of and accept the improvements for the subject project; 2. Authorized the Public Works Director to sign the Notice of Completion; 3. Authorized the recording of the Notice of Completion with the County of Orange and to release the faithful performance and payment bonds one year and 35 days, respectively, after the date of recordation of the Notice of Completion contingent upon no claims or liens being filed with the City; and 4. Authorized payment of the final retention 35 days after the date of recordation of the Notice of Completion in the net amount of $14,274.11, if no liens have been filed.

5.6 Notice of Completion and Final Payment for the Street Name Signs Project, CIP No. 113

1. Certified the completion of and accept the improvements for the subject project; 2. Authorized the Public Works Director to sign the Notice of Completion; 3. Authorized the recording of the Notice of Completion with the County of Orange and to release the faithful performance and payment bonds

one year and 35 days, respectively, after the date of recordation of the Notice of Completion contingent upon no claims or liens being filed with the City; and 4. Authorized payment of the final retention 35 days after the date of recordation of the Notice of Completion in the net amount of $11,855.00, if no liens have been filed.

5.7 Award of an On-Call General Maintenance, Repair, and Specialty Trade Services Agreement to Jamey Clark, Inc.

1. Awarded an On-Call Maintenance, Repair, and Specialty Trade Services Agreement to Jamey Clark, Inc.; 2. Authorized the Interim City Attorney to make minor modifications to the contract as may be necessary to execute the Agreement; and 3. Authorized the City Manager to sign the Agreement.

5.8 Amendment No. 3 to the Professional Services Agreement with Charles Abbott Associates, Inc. for Building and Safety Services

1. Approved Amendment No. 3 to the Professional Services Agreement with Charles Abbott Associates, Inc. for On-Call Building and Safety Services; and 2. Authorized the City Manager to execute the Professional Services Agreement.

5.9 Award of a Public Works Construction Contract to Hardy & Harper, Inc. for Acceleration Lane Median Modification on Moulton Parkway at Mandeville Drive, CIP 303

1. Awarded the Public Works Construction Contract for the Moulton Parkway and Mandeville Drive Project (Acceleration Lane Median Modification on Moulton Parkway at Mandeville Drive), CIP 303, to the lowest responsive bidder, Hardy & Harper, Inc., in the amount of $149,000.00; 2. Authorized the City Attorney to make minor edits as may be necessary to execute the Contract; 3. Authorized the City Manager to execute the Contract; 4. Found that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; and 5. Rejected all other construction bids.

5.10 Award of Consultant Agreements for On-Call Public Works/Engineering Consulting and Support Services

1. Approved the proposed Consulting Agreements for On-Call Public Works/Engineering Consulting and Support Services with (1) Bucknam Infrastructure Group, Inc., (2) GMU Geotechnical, Inc. dba GMU Engineers and Geologists, (3) RKA Consulting Group, Inc., and (4) Transtech Engineers, Inc.; 2. Authorized the City Attorney to make minor edits as may be necessary

to execute the Agreements; and 3. Authorized the City Manager to execute the Agreements.

Items Removed from the Consent Calendar

5.2 Approval of Minutes for June 23, 2026, Regular Meeting

Council Member Wheeler requested this item be removed from the Consent Calendar. He was not in attendance of the meeting and wished to abstain from the vote.

Motion made by Council Member Sweeney, seconded by Mayor Pro Tem Mathis, to approve the minutes of the City Council Regular Meeting for June 23, 2026.

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

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

6. City Council Public Hearings

6.1 Confirmation of 2026 Weed Abatement Cost Report

Assistant City Manager Joe Ames presented the staff report and answered the City Council Member's questions.

Mayor Caskey opened the public hearing at 10:22 p.m. Hearing no public comments, Mayor Caskey closed the public hearing at 10:24 p.m.

Motion made by Council Member Sweeney, seconded by Mayor Pro Tem Mathis, to 1. Conduct a public hearing regarding the 2025 Weed Abatement Cost Report; and 2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2026 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcels for municipal purposes."

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

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

7. Administrative Reports

7.1 City Manager

There was no report from the City Manager.

8. Matters Agendized and Presented by City Council Members

9. City Council Member Committee Reports

9.1 Committee Assignment Reports

Council Member Wheeler spoke regarding the Orange Council Older Adults Advisory Commission. He reported that they adopted their metrics.

Mayor Caskey spoke regarding the Southern California Association of California Cities. He reported that the meeting was mostly logistical, but two reports on projects that were sponsored on transportation and redevelopment in Fox Hills and the other was in San Bernardino.

Council Member Sweeney spoke regarding the Orange Council Fire Authority. He reported that the Authority discussed the upcoming budget and preparations for fire season.

Council Member Pezold spoke regarding transportation Corridor Agencies. She reported that the Board of Directors passed some contracts, received a legislative update, and had an update regarding changeable message signs.

10. City Council Member Comments

Mayor Caskey allowed City Manager Wigenroth to provide some comments. The City Manager thanked staff for their efforts to ensure that the meeting proceed smoothly.

Mayor Pro Tem Mathis spoke regarding the Mayor returning in person.

Council Member Wheeler thanked Community Services Director Holland Gannon and staff for the 250 Anniversary event on July 4th , and the City banners.

Sweeney spoke regarding the Mayor returning in person; thanked the residents that attending the meeting and staff for running the meeting; and welcomed the new City Clerk.

Pezold spoke regarding the 250 Anniversary event on July 4th and the new City Clerk.

Mayor Caskey spoke regarding the 250 Anniversary event on July 4th, returning to Council in person. Mayor Caskey stated that he appreciate Council serving residents and having discussion regarding items.

Adjournment

At the hour of 10:40 p.m., with no further business to come before the City Council/Planning Agency at this session, Mayor Caskey adjourned the meeting.

The next Regular Meeting of the City Council/Planning Agency will be August 25, 2026, at 6:00p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

_____
Joshua Stevenson, City Clerk

ATTEST:

_____
Don Caskey, Mayor

Approved at meeting of August 25, 2026

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joshua Stevenson, City Clerk
Issue: Approval of Minutes for August 19, 2026, Special Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the August 19, 2026, Special Meeting.

Background:

Fiscal Impact:

Attachments:
1. 20260819_CCPA_Minutes_Draft_2

MINUTES
City Council / Planning Agency Special Meeting

Wednesday, August 19, 2026

A Special Meeting of the City Council / Planning Agency of the City of Laguna Hills, California, was called to order by Mayor Caskey at 4:00 p.m., on August 19, 2026, in the City Council Chambers 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 August 13, 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.

Call to Order

Mayor Caskey called the meeting to order at 4:00 p.m.

Roll Call of City Council / Planning Agency Members

Present: Mayor Don Caskey
Mayor Pro Tempore Jared Mathis
Council Member Erica Pezold (via teleconference)
Council Member Joshua Sweeney
Council Member Dave Wheeler

Absent: None

Councilmember Pezold was not present when the meeting was called to order and roll call was conducted. The Councilmember joined the meeting via teleconference at 4:54 p.m. under provision 54953.8.3(c)(1) of the California Government Code.

1. Public Comments

Mayor Caskey called for public comments on items not listed on the agenda.

There were none when called for.

2. Joint City Council / Planning Agency Public Hearings

2.1 RZNE-0014-2026 General Plan Amendment (GPA), Zoning Code Text Amendment (ZTA), and Zone Change (ZC) for No Net Loss Compliance. The proposed amendments consist of: (A) a General Plan Amendment to amend the Land Use Element to comply with No Net Loss Law (Government Code Section 65863) by specifying that select Housing Element sites may be developed at residential densities between 30 and 80 dwelling units per acre; (B) a Zoning Text Amendment to implement the amended Land Use Element by renaming the existing Housing (H) Overlay Zone to Housing 50 (H50) Overlay Zone and introducing a new Housing 80 (H80) Overlay Zone; and (C) a Zone Change to apply the Housing 50 (H50) Overlay Zone and Housing 80 (H80) Overlay Zone to 23501 – 23561 Ridge Route Drive (APN# 588-331-12), 25201 – 25241 Paseo de Alicia (APN# 620-221-42, 620-221-44, and 620-221-49), and to additional properties as specified in the proposed ordinance.

Recommendation: That the City Council:

1. Conduct a public hearing;
2. Find that the proposed General Plan Amendment, Zoning Text Amendment, and Zone Change are statutorily exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080.085 as the project implements the schedule of actions contained in the City's certified 2021–2029 Housing Element;
3. Adopt a Resolution entitled: "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT NO. RZNE-0014-2026 TO AMEND THE LAGUNA HILLS GENERAL PLAN LAND USE ELEMENT FOR THE 2021-2029 PLANNING PERIOD TO INCORPORATE REVISIONS PURSUANT TO GOVERNMENT CODE SECTION 65863 (NO NET LOSS LAW) THAT ENSURE THAT DEVELOPMENT OPPORTUNITIES REMAIN AVAILABLE THROUGHOUT THE HOUSING ELEMENT PLANNING PERIOD TO ACCOMMODATE THE JURISDICTION'S REGIONAL HOUSING NEED ALLOCATION (RHNA) AS REQUIRED BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND TO AMEND THE LAGUNA HILLS GENERAL PLAN LAND USE ELEMENT TO IMPLEMENT THE HOUSING ELEMENT."; and
4. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT AND ZONING MAP AMENDMENT NO. RZNE-0014-2026, (1) A TEXT AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO IMPLEMENT THE GENERAL PLAN HOUSING ELEMENT BY AMENDING CHAPTER 9-11

(OVERLAY DISTRICTS) TO IMPLEMENT THE AMENDED LAND USE ELEMENT BY RENAMING THE EXISTING HOUSING (H) OVERLAY ZONE TO HOUSING 50 (H50) OVERLAY ZONE AND INTRODUCING A NEW HOUSING 80 (H80) OVERLAY ZONE; AND (2) A ZONE CHANGE TO APPLY THE HOUSING 50 (H50) OVERLAY ZONE AND HOUSING 80 (H80) OVERLAY ZONE TO 23501 – 23561 RIDGE ROUTE DRIVE (APN# 588-331-12), 25201 – 25241 PASEO DE ALICIA (APN# 620-221-42, 620-221-44, AND 620-221-49), AND TO ADDITIONAL PROPERTIES AS SPECIFIED IN THE PROPOSED ORDINANCE."

Mayor called for this item.

Mayor Caskey called for the staff report regarding this item.

Amanda Tripiano of De Novo Planning Group presented this item.

The Council asked the staff requests regarding this item.

At the hour of 4:42 p.m., Mayor Caskey opened the public hearing.

The following spoke in favor of this item: Rudy [no last name given].

The following spoke in opposition: Ana Gromis.

The following spoke in neutrality: Rona Henry, Cesar Covarrubias.

The following individuals submitted an electronic public comment on Item No. 2.1. The comments were provided to the City Council Members prior to the meeting, posted on the City's website, and announced into the record by the City Clerk.

Comments in favor:
1. Heidi Prescott

Comments in opposition:
1. Marcella Lawson

Comments in neutrality:
1. Cesar Covarrubias
2. Ed and Renee Oakes
3. Rona Henry

Mayor Caskey closed the public hearing at 4:58 p.m.

Council had deliberations regarding this item.

Mayor Caskey made the motion to approve Staff's recommendation with the amendment that Sites F & B have no more than 30 dwelling units per acre. The motion was seconded by Councilmember Sweeney.

Councilmember Wheeler made a substitute motion that the density of Sites D, E, and F be increased to meet the No Net Loss requirement and the City adds requirements that any amenities be built on the housing side on Site N. The motion did not receive a second and the motion died.

Mayor Caskey withdrew his motion with the amendment.

Mayor Caskey made the motion to approve Staff's recommendation. The motion was seconded by Councilmember Sweeney.

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

Result:
Yes 3, No 2, Abstained 0

Ayes:	Councilmember Sweeney, Mayor Caskey, Mayor Pro Tempore Mathis
Nays:	Councilmember Pezold, Councilmember Wheeler
Abstain:	None

2.2 RZNE-0015-2026: An amendment to Title 9 of the Laguna Hills Municipal Code to establish inclusionary housing requirements as identified in Implementation Programs H-6 and H-7 of the Laguna Hills 2021-2029 Housing Element. The project includes: 1) an Ordinance establishing inclusionary housing requirements for residential development projects, in accordance with state law, and establishing an Inclusionary Housing Fund into which in-lieu fees will be deposited; and 2) a Resolution establishing a schedule of in-lieu affordable housing fees and administrative fees associated with inclusionary housing requirements.

Recommendation: That the City Council:

1. Conduct a public hearing;
2. Find that the Ordinance and Resolution are not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and Section 15378 as the ordinance and resolution have no potential to result in a direct or

reasonably foreseeable indirect physical change to the environment;

3. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING RZNE-0015-2026 FOR THE INCLUSIONARY HOUSING PROGRAM BY ADDING CHAPTER 9-73 (INCLUSIONARY HOUSING) OF TITLE 9 (ZONING CODE) OF THE LAGUNA HILLS MUNICIPAL CODE TO ESTABLISH AN INCLUSIONARY HOUSING PROGRAM, REQUIRE THE PROVISION OF AFFORDABLE HOUSING IN CERTAIN RESIDENTIAL DEVELOPMENTS, ESTABLISH AN INCLUSIONARY HOUSING FUND, PROVIDE ALTERNATIVE METHODS OF COMPLIANCE, AND MAKE FINDINGS RELATED THERETO."; and
4. Adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING AN INCLUSIONARY HOUSING IN-LIEU AFFORDABLE HOUSING FEE AS AN ALTERNATIVE TO PROVIDING AFFORDABLE HOUSING UNITS REQUIRED BY CHAPTER 9-73 (INCLUSIONARY HOUSING) OF THE LAGUNA HILLS MUNICIPAL CODE."

Mayor Caskey called for this item. Called item 5:41PM

Community Development Director Lowe presented the Staff report.

Council and Staff had discussion regarding this item.

At the hour of 6:20 p.m., Mayor Caskey opened the public hearing.

The following spoke in favor of the item: Rona Henry, Rudy (no last name given), Marcella Lawson, Cesar Covarrubias, Cathy Udovch.

The following spoke in opposition of the item: Ana Gromis, Victor Cao.

The following individuals submitted an electronic public comment on Item No. 2.1. The comments were provided to the City Council Members prior to the meeting, posted on the City's website, and announced into the record by the City Clerk.

Comments in favor:

1. Maya Dunne
2. Marjorie Gauley
3. Jeffrey Gothard
4. Anne Kolar
5. Ilene Munzinger
6. Brenda Rodriguez
7. Catherine Van Camp
8. Lisa Young
9. Lynn Cowan
21. Marilyn Schoeder
22. Mark Allshouse
23. Michelle Antenesse
28. Susan and David Dearing
29. Robert Henry
30. Sheryl Hagen
31. Kathy Temple
32. Bruce Johnson

10. Rayna Hamre
11. Vera Martinez
12. Christine Morinello
13. Judy Northrop
14. Micki Nozaki
15. Jo Panitch
16. Sandra Rosencans
17. Marilyn Schroeder
18. Laura Shapiro
19. Barbara Siry
20. Roberta Valdez
21. Erin Simmons-Schwars
22. Rona Henry
23. Holly Magana
24. John Mendonca
25. Sandra Maliga
26. Patti Vaitaitis
27. Maire (no last name given)
33. Debbie Salahi
34. David Salahi
35. Ann Beltran
36. Marcella Lawson
37. Celia Young
38. Pat Davis
39. Denise Legters
40. Susan B. Parks
41. Richard Sanchez
42. Cindy Ashley
43. Iris Anderson
44. Carol McVay
45. Alice Soto
46. Rhett Kuseki
47. Frieda Gorelick
48. Suzanne Model
49. Cesar Covarrubias
50. Kathy Esfahani
51. Sheryl Sterry
52. Alice J
53. Wendy Washington
54. Sayre Weaver

Comments in opposition:
1. Ana Gromis

Mayor Caskey closed the public hearing at 6:43 p.m.

City Staff answered the City Council Member's questions.

Mayor Caskey made the motion to approve staff's recommendation with the amendment that the formal review process will occur after three (3) years, seconded by Mayor Pro Tempore Mathis.

Result:
Yes 3, No 2, Abstained 0

Ayes:	Mayor Caskey, Mayor Pro Tempore Mathis, Councilmember Sweeney
Nays:	Councilmember Wheeler, Councilmember Pezold
Abstain:	None

3. Administrative Reports

3.1 City Manager

There was no report from the City Manager.

3.2 Assistant City Manager

3.2.1 Approval of Amendment No.1 with All City Management Services for Crossing Guard Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Contract Services Agreement with All City Management Services, Inc. for Crossing Guard Services; 2. Authorize the City Attorney to make minor modifications as may be necessary to execute the Amendment; and 3. Authorize the City Manager to sign Amendment No. 1 to the Contract Services Agreement with All City Management Services, Inc. for Crossing Guard Services.

Mayor called for this item.

City Manager Wingenroth presented this item.

Council had deliberation regarding this item.

Mayor Caskey called for any public comment on this item.

There was none when called for.

A motion to approve staff's recommendation with the amendment that the invoice for the agreement with All City Management Services be sent to the Saddleback Unified School District was moved by Councilmember Wheeler, seconded by Councilmember Pezold.

Result:
Yes 4, No 1, Abstained 0

Ayes:	Councilmember Sweeney, Councilmember Wheeler, Mayor Pro Tempore Mathis, Councilmember Pezold
Nays:	Mayor Caskey
Abstain:	None

3.3 City Clerk

3.3.1 Adopt a Resolution Appointing Joshua Sweeney to the City Council to Represent Council District 2 for a Full-Term of Four Years in Lieu of an Election; and Cancelling the November 3, 2026, General Municipal Election for City Councilmember Council District 2, Pursuant to California Elections Code Section 10229

Recommendation: Staff makes no recommendation. This report is being presented to the City Council to facilitate discussion at the public hearing and for Council to consider appointing Joshua Sweeney to Council District 2 or move ahead with an election for District 2.

Mayor Caskey called for any public comment regarding this item.

Scott Miller spoke in favor.

Mayor Pro Tem Mathis moved to approve the resolution appointing Joshua Sweeney to the City Council to represent Council District 2 and to cancel the November 3, 2026 General Municipal Election for District2, seconded by Mayor Caskey.

Result:
Yes 3, No 2, Abstained 0

Ayes:	Councilmember Sweeney, Mayor Pro Tempore Mathis, Mayor Caskey
Nays:	Councilmember Wheeler, Councilmember Pezold
Abstain:	None

4. City Council Member Comments

Mayor Caskey called for City Council Comments.

Councilmember Wheeler requested the following items to be agendized: discussion regarding Saddleback Unified School District and financial responsibilities (seconded by Councilmember Pezold); discussion regarding Laguna Hills taxes and the distribution of the dollars (seconded by Councilmember Pezold); and a discussion regarding Flock cameras within the City (seconded by Mayor Caskey).

Mayor Pro Tem Mathis congratulated Councilmember Sweeney on being appointed to Council for another four (4) years.

Councilmember Sweeney spoke regarding potential storms in coming months and it may be something the City should consider.

Councilmember Pezold spoke regarding the Orange County Fire Authority and Sherrif. She stated that the public does not have a full understanding of all the tasks the organizations do. She further commended the Fire Authority on their response to a fire located near the toll road. Councilmember Pezold spoke regarding Nellie Gail on landscaping maintenance in relation to fire prevention.

Mayor Caskey congratulated Councilmember Sweeney on being appointed. The Mayor spoke regarding slanderous statements and protecting integrity.

Adjournment

At the hour of 8:12 p.m., with no further business to come before the City Council/Planning Agency at this session, Mayor Caskey adjourned the meeting to Tuesday, August 25, 2026, at 6:00 p.m.

_____
Joshua Stevenson, City Clerk

ATTEST:

_____
Don Caskey, Mayor

Approved at meeting of August 25, 2026

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of August 25, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from July 3, 2026, to August 13, 2026, in the amount of $5,323,199.96.

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 July 3, 2026, to August 13, 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 $5,323,199.96.

Attachments:

1. Warrant Register - August 25, 2026
2. Payables Detail Report - August 25, 2026

Warrant Register - August 25, 2026

City of Laguna Hills, CA

By Check Number

Date Range: 07/03/2026 - 08/13/2026

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
6888	A-0388	ABTECH TECHNOLOGIES, INC.	07/08/2026	21,759.58
6889	A-0377	ACTION WELDING CORP	07/08/2026	2,125.00
6890	A-0402	ADVANTEC CONSULTING ENGINEERS, INC	07/08/2026	15,531.78
6891	A-0400	AGA ENGINEERS, INC	07/08/2026	15,285.20
6892	A-0138	ALL CITY MANAGEMENT, INC.	07/08/2026	8,099.84
6893	A-0311	ALLIANT INSURANCE SERVICES	07/08/2026	4,632.00
6894	L-1402	ANNETTE A LABORTE	07/08/2026	3.50
6895	A-0359	ARDURRA GROUP, INC.	07/08/2026	1,575.00
6896	A-0365	AT&T	07/08/2026	32.53
6897	B-0377	BIG TOP RENTALS	07/08/2026	12,183.92
6898	B-0222	BILL'S SOUND AND SECURITY	07/08/2026	485.00
6899	B-0442	BOULDER EARTHWORK INC	07/08/2026	6,800.00
6900	B-0459	BREAKTHROUGH SPORTS	07/08/2026	202.95
6901	C-1177	CANON FINANCIAL SERVICES, INC.	07/08/2026	1,702.67
6902	W-2453	CAROLYN WOJCIECHOWSKI	07/08/2026	1,480.50
6903	C-1236	CAT TRACKING INC	07/08/2026	18,406.25
6904	C-1224	CHARGEPOINT INC.	07/08/2026	129.53
6905	C-1144	CHARLES ABBOTT ASSOCIATES, INC	07/08/2026	73,416.94
6906	C-0324	CITY OF MISSION VIEJO	07/08/2026	5,855.00
6907	C-1181	CIVICPLUS, LLC	07/08/2026	8,511.60
6908	C-1096	CODE PUBLISHING COMPANY, INC.	07/08/2026	790.88
6909	C-1191	COUNTY OF ORANGE	07/08/2026	62.53
6910	C-0311	COUNTY OF ORANGE	07/08/2026	5,471.40
6911	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	07/08/2026	13,033.78
6912	D-0461	DATA TICKET, INC.	07/08/2026	1,886.69
6913	D-0583	DMS FACILITY SERVICES, LLC	07/08/2026	107,057.38
6914	T-2722	DORIS THOMPSON	07/08/2026	350.00
6915	E-0554	ECONOMICS, INC.	07/08/2026	24,288.33
6916	E-0504	EL TORO WATER DISTRICT	07/30/2026	(126.95)
6916	E-0504	EL TORO WATER DISTRICT	07/08/2026	126.95
6917	K-1206	FARROKH MOSHFEGH	07/08/2026	1,802.50
6918	F-0721	FLOCK SAFETY	07/08/2026	112,550.00
6919	F-0729	FULL TRAFFIC MAINTENANCE, INC.	07/08/2026	1,089.46
6920	H-0829	HARTZOG AND CRABILL, INC.	07/08/2026	7,504.72
6921	I-0942	IRVINE RANCH WATER DISTRICT	07/08/2026	217.18
6922	J-1057	JAMEY CLARK, INC.	07/08/2026	31,767.16
6923		**Void**	07/08/2026	-
6924	J-1071	JCTEES.COM CORPORATION	07/08/2026	1,974.29
6925	K-1208	KDM MERIDIAN	07/08/2026	137.50
6926	K-1212	KEENE MUSIC SERVICES, LLC	07/08/2026	500.00
6927	K-1210	KIMLEY-HORN AND ASSOCIATES INC	07/08/2026	1,780.00
6928	Z-CS-0461	LAGUNA HILLS HIGH SCHOOL ATHLETIC BOOSTER CLUB	07/08/2026	1,240.00
6929	L-1397	LYONS SECURITY SERVICE, INC.	07/08/2026	1,537.50
6930	M-1486	MAIN GRAPHICS	07/08/2026	1,906.75
6931	M-1304	MARTIN LOCK AND SAFE CO.	07/08/2026	281.87
6932	A-0317	MICHAEL ABRAHAM	07/08/2026	4,387.50
6933	M-1302	MOULTON NIGUEL WATER DISTRICT	07/08/2026	14,161.98
6934	M-1606	MTM YEE CORP	07/08/2026	400.00
6935	M-1495	MUSCO SPORTS LIGHTING, LLC	07/08/2026	1,900.00
6936	N-1505	NOVATECH, INC.	07/08/2026	3,600.00
6937	O-1528	OCTA	07/08/2026	3,582.00
6938	O-1613	ONTARIO REFRIGERATION SERVICE, INC.	07/08/2026	5,155.00

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
6939	C-1003	ORANGE COUNTY TREASURER-TAX COLLECTOR	07/08/2026	2,711.50
6940	P-1824	PACKET FUSION, INC.	07/08/2026	2,500.00
6941	P-1856	PARADISE DRINKING WATER	07/08/2026	328.95
6942	P-1863	PMC PLUMBING	07/08/2026	1,195.00
6943	P-1861	PRESTIGE PEST MANAGEMENT INC	07/08/2026	1,500.00
6944	Q-1717	QUADIENT FINANCE USA, INC.	07/08/2026	3,218.46
6945	Q-1704	QUICK CRETE PRODUCTS CORP.	07/08/2026	5,804.45
6946	R-1994	RAMON TOTAL ROOFING	07/08/2026	450.00
6947	R-1984	RAYMOND RODRIGUEZ	07/08/2026	5,000.00
6948	R-1977	RJ ELECTRIC	07/08/2026	379.00
6949	R-1806	RJM DESIGN GROUP, INC.	07/08/2026	8,070.90
6950	G-0874	ROBERTA GEIER	07/08/2026	104.65
6951	S-1944	S CAL MUNI ATHLETIC FEDERATION	07/08/2026	2,167.75
6952	S-1902	SAN DIEGO GAS AND ELECTRIC	07/08/2026	10,736.49
6953	S-2332	SANTA MARGARITA PLUMBING AND AIR	07/08/2026	555.00
6954	S-2319	SCA OF CA, LLC	07/08/2026	17,231.62
6955	S-2187	SECURITY SIGNAL DEVICES, INC.	07/08/2026	2,462.10
6956	S-2337	SMASHVENT LLC / OC FUN EVENTS	07/08/2026	460.00
6957	S-1904	SOUTHERN CALIFORNIA EDISON	07/08/2026	115.97
6958	S-2295	SOUTHERN COMPUTER WAREHOUSE	07/08/2026	3,634.08
6959	S-2317	SWANK MOTION PICTURES, INC.	07/08/2026	1,980.00
6960	S-2105	SYMQUEST SERVICES	07/08/2026	262.01
6961	C-1203	THE CHRISTMAS KINGS	07/08/2026	4,000.00
6962	M-1602	THE MAD PLATTER	07/08/2026	550.00
6963	R-1888	THE RITZ COMPANIES	07/08/2026	13,655.20
6964	T-2712	TOTAL SOURCE OFFICEWORKS	07/08/2026	1,165.39
6965	T-2698	TPX COMMUNICATIONS	07/08/2026	850.70
6966	T-2720	TURBO SPORTS ALLIANCE LLC	07/08/2026	10,648.40
6967	T-2656	TYLER TECHNOLOGIES, INC.	07/08/2026	50,862.00
6968	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	07/08/2026	315.19
6969	V-2224	VERIZON WIRELESS	07/08/2026	953.08
6970	W-2451	W.G. ZIMMERMAN ENGINEERING, INC.	07/08/2026	9,750.00
6971	W-2337	WEST COAST ARBORISTS, INC.	07/08/2026	18,846.20
6972	F-0731	4IMPRINT, INC	07/20/2026	608.54
6973	C-1237	ALMA MARTINEZ	08/04/2026	(1,000.00)
6973	C-1237	ALMA MARTINEZ	07/20/2026	1,000.00
6974	A-0392	AQUATICO	07/20/2026	895.00
6975	C-1219	CALIFORNIA JPIA	07/20/2026	187,743.00
6976	C-1144	CHARLES ABBOTT ASSOCIATES, INC	07/20/2026	45,571.40
6977	C-1230	CITY OF BREA	07/20/2026	900.00
6978	D-0588	CONNIE DER TOROSSIAN	07/20/2026	279.00
6979	C-1231	CSG CONSULTANTS, INC	07/20/2026	24,093.50
6980	D-0572	DAILY JOURNAL CORPORATION	07/20/2026	1,494.07
6981	H-0975	DANIEL HARRISON	07/20/2026	350.00
6982	D-0461	DATA TICKET, INC.	07/20/2026	933.03
6983	D-0541	DIAMOND ENVIRONMENTAL SERVICES, LP	07/20/2026	831.40
6984	Z-CD-0228	FREEDOM FOREVER	07/20/2026	606.75
6985	G-0799	GRAHAM COMPANY	07/20/2026	690.00
6986	J-1057	JAMEY CLARK, INC.	07/20/2026	7,125.00
6987	S-2347	MELIZA SCOTT	07/20/2026	516.46
6988	O-1617	OCY MANAGEMENT, LLC	07/20/2026	5,752.00
6989	P-1801	PACIFIC ORCA CORPORATION	07/20/2026	1,327.50
6990	R-1999	REDNECK RODEO	07/20/2026	3,000.00
6991	R-1977	RJ ELECTRIC	07/20/2026	1,627.50
6992	S-1957	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	07/20/2026	405.00
6993	J-1098	SHELLSEA JONES	07/20/2026	1,295.00
6994	S-2346	SOUTH BAY FOUNDRY, INC.	07/20/2026	1,744.53
6995	S-1911	SOUTHERN CAL ASSOC OF GOVTS	07/20/2026	4,704.00
6996	S-1904	SOUTHERN CALIFORNIA EDISON	07/20/2026	20,474.50
6997	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	07/20/2026	6,763.41
6998	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	07/20/2026	128.00

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
6999	T-2712	TOTAL SOURCE OFFICEWORKS	07/20/2026	81.14
7000	Z-CD-0566	TYLER CALL	07/20/2026	500.00
7001	Z-CS-0572	DIANE BREWER	07/30/2026	500.00
7002	R-1996	ALFREDO ULYSSES RODRIGUEZ	07/30/2026	70.00
7002	R-1996	ALFREDO ULYSSES RODRIGUEZ	08/07/2026	(70.00)
7003	A-0365	AT&T	07/30/2026	403.30
7004	B-0222	BILL'S SOUND AND SECURITY	07/30/2026	795.00
7005	B-0460	BLUETRITON BRANDS INC	07/30/2026	20.00
7006	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	07/30/2026	504.00
7007	C-1021	CIVIC SOLUTIONS, INC.	07/30/2026	3,818.00
7008	C-0060	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	07/30/2026	2,221.56
7009	C-1231	CSG CONSULTANTS, INC	07/30/2026	20,736.00
7010	D-0572	DAILY JOURNAL CORPORATION	07/30/2026	1,177.89
7011	D-0453	DEPARTMENT OF CONSERVATION	07/30/2026	575.67
7012	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	07/30/2026	14.80
7013	E-0504	EL TORO WATER DISTRICT	07/30/2026	30,540.45
7014	E-0616	EXTREME PLATES, LLC.	07/30/2026	4,462.93
7015	S-2316	GEORGIA SHEPHERD	07/30/2026	148.93
7016	C-1221	GREGORY J CRAYCRAFT	07/30/2026	3,500.00
7017	Z-CS-0573	HALEY DEMERS	07/30/2026	100.00
7018	H-0841	HARPER & BURNS LLP	07/30/2026	35,829.50
7019	Z-CS-0574	HELPING PARENTS HEAL INC.	07/30/2026	500.00
7020	J-1057	JAMEY CLARK, INC.	07/30/2026	4,891.75
7021	Z-CD-0569	JAY'S ROOFING	07/30/2026	750.00
7022	Z-CD-0568	JUAN SALGADO	07/30/2026	1,050.00
7023	B-0465	LIA BERMAN	07/30/2026	410.00
7024	M-1486	MAIN GRAPHICS	07/30/2026	120.75
7025	M-1609	MITSUBISHI ELECTRIC US, INC.	07/30/2026	496.00
7026	M-1302	MOULTON NIGUEL WATER DISTRICT	07/30/2026	28,695.07
7027	M-1606	MTM YEE CORP	07/30/2026	400.00
7028	N-1487	NUVIS LANDSCAPE ARCHITECTURE	07/30/2026	615.00
7029	O-1613	ONTARIO REFRIGERATION SERVICE, INC.	07/30/2026	3,848.00
7030	R-1977	RJ ELECTRIC	07/30/2026	2,153.52
7031	R-1989	ROBERT RYAN	07/30/2026	32.95
7032	S-1902	SAN DIEGO GAS AND ELECTRIC	07/30/2026	44,019.66
7033	S-1935	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY	07/30/2026	2,345.44
7034	S-2296	SHUTE, MIHALY WEINBERGER LLP	07/30/2026	48.80
7035	S-2331	SKYLINE PEST CONTROL	07/30/2026	360.00
7036	S-2330	SOCALGAS	07/30/2026	52.80
7037	S-1904	SOUTHERN CALIFORNIA EDISON	07/30/2026	114.93
7038	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	07/30/2026	11,792.43
7039		**Void**	07/30/2026	-
7040	V-2251	VIZUAL SYMPHONY, INC.	07/30/2026	14,492.06
7041	W-2455	WILLIAMS SCOTSMAN INC	07/30/2026	341.83
7042	Z-CD-0567	YINING WANG	07/30/2026	1,534.00
7043	A-0406	ACME TIME MACHINE	08/06/2026	2,500.00
7044	A-0233	ALISO CREEK PRINTING MINUTEMAN PRESS	08/06/2026	920.73
7045	A-0399	AMERICA'S INSTANT SIGNS	08/06/2026	2,499.80
7046	A-0407	ASCENT ENVIRONMENTAL, INC.	08/06/2026	3,127.50
7047	Z-CD-0570	ATUL KISHORE	08/06/2026	100.00
7048	C-1177	CANON FINANCIAL SERVICES, INC.	08/06/2026	36.56
7049	C-1224	CHARGEPOINT INC.	08/06/2026	11,600.00
7050	C-1190	COUNTY OF ORANGE	08/06/2026	1,008.00
7051	W-2362	CRAIG WATKINS	08/06/2026	120.00
7052	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	08/06/2026	3,785.30
7053	D-0581	DECKARD TECHNOLOGIES, INC	08/06/2026	3,150.00
7054	D-0541	DIAMOND ENVIRONMENTAL SERVICES, LP	08/06/2026	415.70
7055	D-0583	DMS FACILITY SERVICES, LLC	08/06/2026	57,100.00
7056	D-0561	DOCU-TRUST	08/06/2026	283.62
7057	F-0729	FULL TRAFFIC MAINTENANCE, INC.	08/06/2026	247.83
7058	G-0877	GA TECHNICAL SERVICES, INC.	08/06/2026	25,281.88

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
7059	C-1238	JACLYN COY	08/06/2026	652.54
7060	J-1057	JAMEY CLARK, INC.	08/06/2026	10,411.38
7061	M-1620	JORDAN MARTINEZ	08/06/2026	1,000.00
7062	L-1395	LIVING INTERIORS	08/06/2026	159.00
7063	P-1856	PARADISE DRINKING WATER	08/06/2026	472.50
7064	P-1861	PRESTIGE PEST MANAGEMENT INC	08/06/2026	1,500.00
7065	P-1779	PUBLIC STORAGE	08/13/2026	(12,936.00)
7065	P-1779	PUBLIC STORAGE	08/06/2026	12,936.00
7066	R-1977	RJ ELECTRIC	08/06/2026	800.00
7067	Z-CD-0571	RYAN FARIS	08/06/2026	171.00
7068	S-2319	SCA OF CA, LLC	08/06/2026	16,650.58
7069	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	08/06/2026	33,213.66
7070	R-1888	THE RITZ COMPANIES	08/06/2026	13,523.42
7071	T-2723	TK BURGERS CATERING, INC.	08/06/2026	1,383.58
7072	T-2712	TOTAL SOURCE OFFICEWORKS	08/06/2026	1,187.96
7073	T-2698	TPX COMMUNICATIONS	08/06/2026	835.12
7074	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	08/06/2026	1,021.64
7075	V-2224	VERIZON WIRELESS	08/06/2026	1,985.41
7076	W-2337	WEST COAST ARBORISTS, INC.	08/06/2026	8,874.00
7077	R-1801	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	08/06/2026	540.79
7078	A-0388	ABTECH TECHNOLOGIES, INC.	08/07/2026	717.50
7079	A-0402	ADVANTEC CONSULTING ENGINEERS, INC	08/07/2026	12,275.00
7080	A-0359	ARDURRA GROUP, INC.	08/07/2026	6,748.25
7081	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	08/07/2026	37,687.92
7082	C-1144	CHARLES ABBOTT ASSOCIATES, INC	08/07/2026	50,824.80
7083	C-1068	CITY OF ALISO VIEJO	08/07/2026	1,559.99
7084	C-1191	COUNTY OF ORANGE	08/07/2026	2,287.43
7085	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	08/07/2026	30,084.89
7086	D-0583	DMS FACILITY SERVICES, LLC	08/07/2026	118,218.95
7087	E-0554	ECONOMICS, INC.	08/07/2026	14,615.04
7088	H-0829	HARTZOG AND CRABILL, INC.	08/07/2026	9,351.50
7089	H-0960	HR GREEN PACIFIC, INC.	08/07/2026	8,050.00
7090	J-1057	JAMEY CLARK, INC.	08/07/2026	3,064.79
7091	M-1302	MOULTON NIGUEL WATER DISTRICT	08/07/2026	122.29
7092	N-1474	NIEVES LANDSCAPE, INC.	08/07/2026	6,533.00
7093	P-1862	PSOMAS	08/07/2026	2,167.50
7094	S-2319	SCA OF CA, LLC	08/07/2026	1,884.50
7095	S-2187	SECURITY SIGNAL DEVICES, INC.	08/07/2026	4,793.70
7096	S-2323	SOUTH COAST FAMILY MEDICAL CENTER, INC.	08/07/2026	173.00
7097	B-0304	THE BEE MAN	08/07/2026	99.00
7098	W-2451	W.G. ZIMMERMAN ENGINEERING, INC.	08/07/2026	11,502.75
7099	W-2452	WSP USA ENVIRONMENT AND INFRASTRUCTURE INC	08/07/2026	6,210.00
7100	A-0388	ABTECH TECHNOLOGIES, INC.	08/13/2026	8,400.00
7101	A-0400	AGA ENGINEERS, INC	08/13/2026	8,409.23
7102	A-0360	ARC DOCUMENT SOLUTIONS, LLC	08/13/2026	97.08
7103	B-0459	BREAKTHROUGH SPORTS	08/13/2026	1,178.65
7104	C-1177	CANON FINANCIAL SERVICES, INC.	08/13/2026	1,647.81
7105	W-2453	CAROLYN WOJCIECHOWSKI	08/13/2026	1,134.00
7106	C-0324	CITY OF MISSION VIEJO	08/13/2026	94,224.17
7107	C-1191	COUNTY OF ORANGE	08/13/2026	6,246.40
7108	C-1158	CREATIVE KIDS PLAYHOUSE CHILDRENS THEATRE OF OC	08/13/2026	7,976.50
7109	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	08/13/2026	39,538.04
7110	D-0583	DMS FACILITY SERVICES, LLC	08/13/2026	12,236.80
7111	T-2724	ERIK TARKIAINEN	08/13/2026	2,200.00
7112	K-1206	FARROKH MOSHFEGH	08/13/2026	1,862.00
7113	H-0841	HARPER & BURNS LLP	08/13/2026	34,156.70
7114	H-0829	HARTZOG AND CRABILL, INC.	08/13/2026	28,776.95
7115	Z-CD-0251	HOYT ROOFS INC	08/13/2026	750.00
7116	H-0960	HR GREEN PACIFIC, INC.	08/13/2026	11,620.00
7117	I-0942	IRVINE RANCH WATER DISTRICT	08/13/2026	231.91
7118	J-1057	JAMEY CLARK, INC.	08/13/2026	3,113.79

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
7119	K-1208	KDM MERIDIAN	08/13/2026	1,327.50
7120	L-1206	LAGUNA HILLS HIGH SCHOOL PTSA	08/13/2026	8,000.00
7121	L-1397	LYONS SECURITY SERVICE, INC.	08/13/2026	3,787.50
7122	Z-CD-0572	MARTIN WILLIAMS	08/13/2026	200.00
7123	M-1609	MITSUBISHI ELECTRIC US, INC.	08/13/2026	464.00
7124	M-1302	MOULTON NIGUEL WATER DISTRICT	08/13/2026	15,490.60
7125	Z-CD-0382	NEIGHBORHOOD ROOFING	08/13/2026	651.00
7126	O-1528	OCTA	08/13/2026	782.00
7127	P-1864	PACIFIC SOUND CONTROL	08/13/2026	5,040.00
7128	P-1862	PSOMAS	08/13/2026	60,920.00
7129	G-0874	ROBERTA GEIER	08/13/2026	51.80
7130	S-1902	SAN DIEGO GAS AND ELECTRIC	08/13/2026	10,705.21
7131	S-1904	SOUTHERN CALIFORNIA EDISON	08/13/2026	5,604.05
7132	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	08/13/2026	4,319.40
7133	S-2309	STRADLING YOCCA CARLSON & RAUTH	08/13/2026	88,146.00
7134	B-0304	THE BEE MAN	08/13/2026	420.00
7135	T-2712	TOTAL SOURCE OFFICEWORKS	08/13/2026	109.71
7136	T-2720	TURBO SPORTS ALLIANCE LLC	08/13/2026	10,719.10
7137	W-2451	W.G. ZIMMERMAN ENGINEERING, INC.	08/13/2026	1,920.00
			Total Regular:	**2,293,941.23**

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003438	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	07/16/2026	896,311.60
DFT0003439	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	07/16/2026	8,570.00
DFT0003441	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	07/23/2026	1,006,881.24
DFT0003444	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	07/30/2026	7,952.00
DFT0003446	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	07/31/2026	11,771.88
DFT0003453	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	08/06/2026	1,004,846.34
DFT0003465	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	08/13/2026	7,952.00
DFT0003469	U-2170	US BANK CORPORATE PAYMENT SYSTEMS	07/17/2026	84,973.67
			Total Bank Draft:	**3,029,258.73**

Bank Code 1 - General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	436	248	0.00	2,308,574.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-14,632.95
Bank Drafts	30	8	0.00	3,029,258.73
EFT's	0	0	0.00	0.00
	466	**262**	**0.00**	**5,323,199.96**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	436	248	0.00	2,308,574.18
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-14,632.95
Bank Drafts	30	8	0.00	3,029,258.73
EFT's	0	0	0.00	0.00
	466	**262**	**0.00**	**5,323,199.96**

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	7/2026	3,293,482.42
998	Pooled Cash & Investments	8/2026	2,029,717.54
			5,323,199.96

City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 07/03/2026 - 08/13/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
07/08/2026	AT&T	000025351570	Traffic Signal, 5/6/26 - 6/5/26	100-355-630000	32.53
07/08/2026	MOULTON NIGUEL WATER DISTRICT	061126 (2)	Utilities - Water, 5/12/26 - 6/8/26	100-355-635000	30.66
07/08/2026	LAGUNA HILLS HIGH SCHOOL ATHLETIC BOOSTER CLUB	061626	Sales from Memorial Day Half Marathon, May '26	100-310-695507	1,240.00
07/08/2026	SOUTHERN CALIFORNIA EDISON	062326 - Acct #70007600	Utilities - Electric, 5/4/26 - 6/22/26	100-356-631400	115.97
07/08/2026	MOULTON NIGUEL WATER DISTRICT	062526	Utilities - Water, 5/26/26 - 6/22/26	100-355-635000	14,131.32
07/08/2026	QUADIENT FINANCE USA, INC.	062626	Postage Replenishment, Jun '26	100-195-623000	3,218.46
07/08/2026	DORIS THOMPSON	063026	Block Party Bucks for Neighborhood Party, 6/19/26	100-310-695000	350.00
07/08/2026	BREAKTHROUGH SPORTS	063026	Basketball Camp, Jun '26	100-310-721500	202.95
07/08/2026	FARROKH MOSHFEGH	063026	Karate, Jun '26	100-310-721500	1,802.50
07/08/2026	TURBO SPORTS ALLIANCE LLC	063026	Multi-Sport Summer Camp, Jun '26	100-310-721500	10,648.40
07/08/2026	ANNETTE A LABORTE	063026	Happy Hearts, Jun '26	100-310-721500	3.50
07/08/2026	CAROLYN WOJCIECHOWSKI	063026	Line Dancing Instruction, Jun '26	100-310-721500	1,480.50
07/08/2026	ROBERTA GEIER	063026	Ballroom Dancing, Jun '26	100-310-721500	104.65
07/08/2026	IRVINE RANCH WATER DISTRICT	063026	Utilities - Water, 6/1/26 - 7/1/26	100-355-635000	217.18
07/08/2026	S CAL MUNI ATHLETIC FEDERATION	063026LAGHIL-Q2	Program Class Insurance, Community Services	100-310-721500	2,167.75
07/08/2026	SAN DIEGO GAS AND ELECTRIC	070226	Utilities - Electric, 6/1/26 - 6/30/26	100-356-631400	10,736.49
07/08/2026	SYMQUEST SERVICES	1103	Printer Roller Kit, Jun '26	100-195-646000	262.01
07/08/2026	JCTEES.COM CORPORATION	11170	Build-A-Fort T-Shirts, Jun '26	100-310-695500	1,974.29
07/08/2026	MTM YEE CORP	12329	Advertising - Program Services, Jul '26	100-310-624500	400.00
07/08/2026	SANTA MARGARITA PLUMBING AND AIR	1312	Faucet Repairs, Jun '26	100-310-645500	210.00
07/08/2026	SANTA MARGARITA PLUMBING AND AIR	1354	Restroom Repairs, Jun '26	100-310-645500	345.00
07/08/2026	RAYMOND RODRIGUEZ	15001 (2)	July 4th Musical Performance, Final	100-310-695508	5,000.00
07/08/2026	MAIN GRAPHICS	168568	Business Cards, Jun '26	100-195-623000	196.18
07/08/2026	MAIN GRAPHICS	168703	Envelopes, Jun '26	100-195-623000	1,710.57
07/08/2026	ACTION WELDING CORP	18494	Parks Contract Repair, Jun '26	100-355-720701	2,125.00
07/08/2026	ARDURRA GROUP, INC.	186513	Engineering Services, Apr '26	100-355-700250	1,575.00
07/08/2026	DATA TICKET, INC.	190840	Process Fee, Parking Citations, Feb	100-420-720823	951.15
07/08/2026	TPX COMMUNICATIONS	191045902-0	Communications Expense, 6/23/26 - 7/22/26	100-195-630000	850.70
07/08/2026	DATA TICKET, INC.	195134	Process Fee, Parking Citations, May	100-420-720823	935.54
07/08/2026	THE CHRISTMAS KINGS	2026 - LHP - 01 (2)	America250 Flag Photo-Op, Remaining Balance	100-310-695508	4,000.00
07/08/2026	SMASHVENT LLC / OC FUN EVENTS	213DD7C3	Airbrush Artist, National Night Out, 7/23/26	100-420-695000	460.00
07/08/2026	CITY OF MISSION VIEJO	21654	Homelessness Outreach, Jun '26	100-310-720302	5,855.00
07/08/2026	PMC PLUMBING	218318	Plumbing Repairs, Fossil Reef Park, Jun '26	100-355-720701	1,195.00
07/08/2026	CAT TRACKING INC	220592	Street Name Sign Project, CIP #113	100-000-201001	(968.75)
07/08/2026	CAT TRACKING INC	220592	Street Name Sign Project, CIP #113	100-000-790600	19,375.00
07/08/2026	THE RITZ COMPANIES	227018	Janitorial Services, Jul '26	100-310-721505	13,655.20
07/08/2026	WEST COAST ARBORISTS, INC.	244921	Tree Trimming Services, May '26	100-355-720702	965.20
07/08/2026	WEST COAST ARBORISTS, INC.	245942	Tree Trimming Services, 6/1/26 - 6/15/26	100-355-720702	17,881.00
07/08/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	25-264352	State Fee for Regulatory Costs, Jun	100-355-720401	47.19
07/08/2026	HARTZOG AND CRABILL, INC.	26-0246(HCI#3502)	Traffic Signal Mgmt Svcs, May '26	100-356-700101	6,322.22
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-042	Engineer Services, Apr '26	100-355-700250	1,660.00
07/08/2026	ABTECH TECHNOLOGIES, INC.	2605021-IN	Battery Backup, Jun '26	100-195-940000	4,820.34
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-078	Engineer Services, May '26	100-355-700250	5,170.00
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-086	Engineer Services, May '26	100-355-700250	1,100.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/08/2026	ABTECH TECHNOLOGIES, INC.	2606025-IN	Desktop Computers, Jun '26	100-195-940000	6,104.24
07/08/2026	ABTECH TECHNOLOGIES, INC.	2606056-IN	Datto SaaS Protection, 6/1/26 - 6/30/26	100-195-700090	161.25
07/08/2026	ABTECH TECHNOLOGIES, INC.	2606056-IN (2)	Datto SaaS Protection, 7/1/26 - 5/31/27	100-195-700090	1,773.75
07/08/2026	MICHAEL ABRAHAM	26101	CRIS Tyler Server Migration & Backup Serv, FY26/27	100-195-700090	3,825.00
07/08/2026	MICHAEL ABRAHAM	26102	CRIS Fee Calculator, Updates	100-195-700090	562.50
07/08/2026	RAMON TOTAL ROOFING	26-1124	Community Center Roof Repairs, Apr '26	100-000-790600	450.00
07/08/2026	PRESTIGE PEST MANAGEMENT INC	35903	Rodent Treatment, Jun '26	100-355-720701	1,500.00
07/08/2026	ALLIANT INSURANCE SERVICES	3603154	Crime Insurance Premium, FY 26/27	100-195-690300	4,632.00
07/08/2026	CIVICPLUS, LLC	375821	Website ADA Software, 7/1/27 - 8/20/27	100-000-140000	1,418.60
07/08/2026	CIVICPLUS, LLC	375821	Website ADA Software, 8/21/26 - 6/30/27	100-195-700090	7,093.00
07/08/2026	RJM DESIGN GROUP, INC.	37880	Reader Board Design, May '26	100-355-700250	1,443.80
07/08/2026	LYONS SECURITY SERVICE, INC.	40963	Event Security, Permit #3988, 6/13/26	100-310-690501	525.00
07/08/2026	LYONS SECURITY SERVICE, INC.	41124	Event Security, Permit #5247, 6/25/26	100-310-690501	300.00
07/08/2026	LYONS SECURITY SERVICE, INC.	41152	Event Security, Permit #4604, 7/25/26	100-310-690501	187.50
07/08/2026	LYONS SECURITY SERVICE, INC.	41153	Event Security, Permit #4705, 7/31/26	100-310-690501	375.00
07/08/2026	LYONS SECURITY SERVICE, INC.	41156	Summer Concert Security, 7/17/26	100-310-695513	150.00
07/08/2026	TOTAL SOURCE OFFICEWORKS	41815	Operating Supplies, Jun '26	100-355-622000	76.07
07/08/2026	TOTAL SOURCE OFFICEWORKS	41909	Operating Supplies, Jun '26	100-195-622000	340.45
07/08/2026	TOTAL SOURCE OFFICEWORKS	41910	Operating Supplies, Jun '26	100-155-622000	340.45
07/08/2026	TOTAL SOURCE OFFICEWORKS	41911	Operating Supplies, Jun '26	100-195-622000	408.42
07/08/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	4296-26-006	Traffic Signal Maintenance, Jun '26	100-356-720420	3,644.70
07/08/2026	CANON FINANCIAL SERVICES, INC.	43349011	Lease & Usage, 2XK05658, 5/1/26 - 6/30/26	100-195-641200	445.92
07/08/2026	CANON FINANCIAL SERVICES, INC.	43370493	Lease & Usage, 2XD05658 2XD05811, 5/1/26 - 6/30/26	100-195-641200	1,220.19
07/08/2026	CANON FINANCIAL SERVICES, INC.	43370494	Paperdeck Attachment 2XD05811A, 6/1/26 - 6/30/26	100-195-641200	36.56
07/08/2026	MUSCO SPORTS LIGHTING, LLC	455262	Lighting - Control Link Service Fees, FY 26/27	100-195-700090	1,900.00
07/08/2026	PARADISE DRINKING WATER	471298	Operating Supplies, 5/22/26 -	100-195-622000	328.95
07/08/2026	FULL TRAFFIC MAINTENANCE, INC.	48033	Traffic Maintenance, Jun '26	100-355-720401	240.93
07/08/2026	FULL TRAFFIC MAINTENANCE, INC.	48120	Traffic Maintenance, Jun '26	100-355-720401	305.47
07/08/2026	FULL TRAFFIC MAINTENANCE, INC.	48154	Traffic Maintenance, Jun '26	100-355-720401	543.06
07/08/2026	BILL'S SOUND AND SECURITY	48223	Passcode Change, Jun '26	100-310-630000	65.00
07/08/2026	BILL'S SOUND AND SECURITY	48344	Fire Alarm Monitoring, Jul - Sep '26	100-310-630000	420.00
07/08/2026	VERIZON WIRELESS	6147031566	Communication Expense, 5/26/26 - 6/25/26	100-195-630000	953.08
07/08/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	620260397	Ticket Charges, Jun '26	100-355-720401	268.00
07/08/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6225 - 6248	Traffic Signal Maintenance, May '26	100-356-720420	9,389.08
07/08/2026	RJ ELECTRIC	64834	Electric Repairs, La Paz Open Space Trail, Jun '26	100-355-720701	379.00
07/08/2026	BOULDER EARTHWORK INC	6908	Parks Contract Repair, Jun '26	100-310-645500	6,800.00
07/08/2026	NOVATECH, INC.	6930	Surveillance Maintenance, 7/1/26 - 6/30/27	100-195-700090	3,600.00
07/08/2026	CHARLES ABBOTT ASSOCIATES, INC	70473 - A (Memorial Day	Memorial Day / July 4th Decorations, May '26	100-355-720401	3,117.00
07/08/2026	CHARLES ABBOTT ASSOCIATES, INC	70473 - B (Park Signs)	Traffic Signs, May '26	100-355-720401	649.13
07/08/2026	THE MAD PLATTER	72326	DJ Service, National Night Out, 7/23/26	100-420-695000	550.00
07/08/2026	JAMEY CLARK, INC.	77875	Community Center Park Repairs, May '26	100-355-720701	384.00
07/08/2026	JAMEY CLARK, INC.	77880	Knotty Pine Park Repairs, Jun '26	100-355-720701	344.00
07/08/2026	JAMEY CLARK, INC.	77881	MacKenzie Park Repairs, Jun '26	100-355-720701	240.00
07/08/2026	JAMEY CLARK, INC.	77883	Graffiti Removal, May '26	100-355-720500	585.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/08/2026	JAMEY CLARK, INC.	77884	Graffiti Removal, May '26	100-355-720500	768.00
07/08/2026	JAMEY CLARK, INC.	77909	Community Center Park Repairs, Jun '26	100-355-720701	301.80
07/08/2026	JAMEY CLARK, INC.	77917	Playground Inspections, Public Works, Jun '26	100-355-720701	5,950.00
07/08/2026	JAMEY CLARK, INC.	77919	El Conejo Park Repairs, Jun '26	100-355-720701	204.37
07/08/2026	JAMEY CLARK, INC.	77947	Graffiti Removal, Jun '26	100-355-720500	2,112.00
07/08/2026	JAMEY CLARK, INC.	77948	Graffiti Removal, Jun '26	100-355-720500	768.00
07/08/2026	JAMEY CLARK, INC.	77949	City Hall, Fountain Repairs, Jun '26	100-355-645500	1,443.87
07/08/2026	JAMEY CLARK, INC.	77950	City Hall, Planter Stone & Stucco Repair, Jun '26	100-355-645500	6,175.00
07/08/2026	JAMEY CLARK, INC.	77954	Graffiti Removal, Jun '26	100-355-720500	1,484.75
07/08/2026	JAMEY CLARK, INC.	77955	Dinosaur Park Repairs, Jun '26	100-355-720701	192.00
07/08/2026	JAMEY CLARK, INC.	77978	Graffiti Removal, Jun '26	100-355-720500	288.00
07/08/2026	JAMEY CLARK, INC.	77979	Backstop Pad Replacement, Jun '26	100-355-720701	4,875.00
07/08/2026	JAMEY CLARK, INC.	77980	Graffiti Removal, Jun '26	100-355-720500	576.00
07/08/2026	JAMEY CLARK, INC.	77981	Stockport Park Repairs, Jun '26	100-355-720701	120.00
07/08/2026	JAMEY CLARK, INC.	77988	Clarington Park Repairs, Jun '26	100-355-720701	768.00
07/08/2026	JAMEY CLARK, INC.	77996	Community Center Carpet Repair, CIP #513, Jun '26	100-000-790600	2,747.37
07/08/2026	JAMEY CLARK, INC.	78004	Knotty Pine Park Repairs, Jun '26	100-355-720701	144.00
07/08/2026	JAMEY CLARK, INC.	78005	Mendocino Park Repairs, Jun '26	100-355-720701	144.00
07/08/2026	JAMEY CLARK, INC.	78006	Cabot Park Repairs, Jun '26	100-355-720701	144.00
07/08/2026	JAMEY CLARK, INC.	78007	Beckenham Park Repairs, Jun '26	100-355-720701	144.00
07/08/2026	JAMEY CLARK, INC.	78008	Veeh Ranch Park Repairs, Jun '26	100-355-720701	192.00
07/08/2026	JAMEY CLARK, INC.	78028	Graffiti Removal, Jul '26	100-355-720500	672.00
07/08/2026	BIG TOP RENTALS	95850	Event Setup Rentals	100-310-695507	12,183.92
07/08/2026	KDM MERIDIAN	9862	Map Checking Services, Jun '26	100-355-700000	137.50
07/08/2026	OCTA	AR148011	Annual License AGR-OC-258, FY 26/27	100-355-700250	3,582.00
07/08/2026	SWANK MOTION PICTURES, INC.	BO 2820693	Movie Licenses, Jul - Aug '26	100-310-695512	1,980.00
07/08/2026	SCA OF CA, LLC	CA0944851REVISED	Street Sweeping Services, Jun '26	100-355-720401	503.44
07/08/2026	TYLER TECHNOLOGIES, INC.	CI100-00287315	EnerGov Software Support & Maint, 7/1/26 - 6/30/27	100-195-700090	50,862.00
07/08/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM49631	HVAC Repairs, Suite 260, Jun '26	100-355-645500	1,130.00
07/08/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM54052M	HVAC Maintenance, 6/1/2026 - 6/30/26	100-355-645500	1,341.67
07/08/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM54052M (2)	HVAC Maintenance, 7/1/26 - 8/31/26	100-355-645500	2,683.33
07/08/2026	QUICK CRETE PRODUCTS CORP.	DEP-211490-1	Bench and Waste Containers	100-355-720401	5,804.45
07/08/2026	COUNTY OF ORANGE	GA26270014	LH Share, LAFCO, FY 26/27	100-155-610004	5,471.40
07/08/2026	CODE PUBLISHING COMPANY, INC.	GC00135643	eCode360 Annual Maintenance, 6/1/26 - 6/30/26	100-155-700030	65.91
07/08/2026	CODE PUBLISHING COMPANY, INC.	GC00135643 (2)	eCode360 Annual Maintenance, 7/1/26 - 5/31/27	100-155-700030	724.97
07/08/2026	CHARGEPOINT INC.	IN235109	Replacement Latch	100-355-645500	129.53
07/08/2026	SOUTHERN COMPUTER WAREHOUSE	INV00869040	Adobe Subscription, May '26	100-195-700090	3,546.58
07/08/2026	SOUTHERN COMPUTER WAREHOUSE	INV00872035	Annual Subscription, Jun '26	100-195-700090	87.50
07/08/2026	FLOCK SAFETY	INV-94126	Cameras & Data Retention, 5/15/26 - 6/30/26	100-420-720000	14,025.00
07/08/2026	FLOCK SAFETY	INV-94126 (2)	Cameras & Data Retention, 7/1/26 - 5/13/27	100-420-720000	98,175.00
07/08/2026	FLOCK SAFETY	INV-97853	Camera Replacement, Jun '26	100-420-720000	350.00
07/08/2026	KEENE MUSIC SERVICES, LLC	KMS2026-28	July 4th National Anthem Singers, Remainder	100-310-695508	500.00
07/08/2026	ORANGE COUNTY TREASURER-TAX COLLECTOR	MAY 26	Parking Fee Surcharge, May '26	100-420-720823	2,711.50
07/08/2026	PACKET FUSION, INC.	PB17751	Shoretel Partner Support, FY 26/27	100-195-646000	2,500.00
07/08/2026	ALL CITY MANAGEMENT, INC.	PS-INV106757	Crossing Guard Services, 5/24/26 - 6/6/26	100-420-720822	8,099.84
07/08/2026	MARTIN LOCK AND SAFE CO.	Q96437	Door Lock Repairs, Jun '26	100-355-720701	281.87
07/08/2026	DMS FACILITY SERVICES, LLC	RC-T007400	Landscape Services, Jun '26	100-355-720700	101,390.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/08/2026	SECURITY SIGNAL DEVICES, INC.	S-01171258	Access Control System Repairs, May '26	100-355-645500	2,462.10
07/08/2026	ABTECH TECHNOLOGIES, INC.	S20173C-CM	Overage Charge, Apr '26	100-195-700090	(2,280.00)
07/08/2026	ABTECH TECHNOLOGIES, INC.	SS20173-IN	Overage Charge, Apr '26	100-195-700090	2,280.00
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006475	Landscape Services, May '26	100-355-720700	608.66
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006476	Landscape Services, May '26	100-355-720700	302.17
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006477	Landscape Services, May '26	100-355-720700	302.17
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006478	Landscape Services, May '26	100-355-720700	157.94
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006479	Landscape Services, May '26	100-355-720700	665.27
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006484	Landscape Services, May '26	100-355-720700	2,020.31
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006485	Landscape Services, May '26	100-355-720700	360.69
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006495	Landscape Services, Jun '26	100-355-720700	317.27
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006496	Landscape Services, Jun '26	100-355-720700	656.47
07/08/2026	DMS FACILITY SERVICES, LLC	STL-006497	Landscape Services, Jun '26	100-355-720700	276.43
07/08/2026	COUNTY OF ORANGE	STTM004293	Communications Charges, 5/1/26 - 5/31/26	100-420-646000	62.53
07/08/2026	ABTECH TECHNOLOGIES, INC.	W207174-IN	Managed IT Services, Jul '26	100-195-700090	8,900.00
07/16/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6107	Private Security Patrol, 6/29/26 - 6/30/26	100-420-720850	1,044.00
07/16/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6107 (2)	Private Security Patrol, 7/1/26 - 7/12/26	100-420-720850	7,526.00
07/16/2026	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 74450	Law Enforcement Services, Jun '26	100-420-720800	896,311.60
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26	CAPIO, Communications Webinar, 7/14/26	100-000-140000	45.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26	Juuno Subscription, 6/14/26 -	100-310-610000	10.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26	ChatGPT Subscription, 6/13/26 - 7/13/26	100-310-610000	50.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26	Bru Grill & Market	100-310-622000	109.86
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26	Jersey Mikes	100-310-622000	550.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26	Hobby Lobby, Freedom Wall	100-310-695500	80.32
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26	Patch.com, Event Promotion	100-310-695508	136.50
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26 -	JC Donut, Inc.	100-310-695508	21.50
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26 -	Smart and Final	100-310-695508	142.28
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 07.06.26 -	Pizza Hut	100-310-695508	147.04
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Best Buy, TV Refund	100-000-140000	(436.99)
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	CPRS, Certificate Program, 8/25/26 - 8/27/26	100-000-140000	529.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Keene Music Svcs, July 4th Nat'l Anthem, Deposit	100-000-140000	500.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Heidelberg Pastry Shop, Freedom Wall Event, 7/1/26	100-000-140000	225.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	OC Fun Event, Harvest Hills Face Painter, Deposit	100-000-140000	146.25
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Subway, CPR Training, 6/11/26	100-310-611000	284.89
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Brueggers, CPR Training, 6/11/26	100-310-611000	65.97
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Exxon Circle K	100-310-646100	137.03
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Michaels Stores, Event Supplies	100-310-695500	54.86
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Wal-Mart, Summerween	100-310-695500	42.57

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Lark Signs, Storywalk	100-310-695500	40.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	CVS Pharmacy, Event Supplies	100-310-695500	12.89
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Storybookwalk.com, Event Supplies	100-310-695500	591.90
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Paper Depot Document Destruction, Shred Event	100-310-695500	672.75
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26	Krazy Eddy's Donuts & Bagels, Trash Cleanup Event	100-310-695500	92.40
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26 -	Ralphs, Freedom Wall Unveiling, 7/1/26	100-310-695500	52.27
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 07.06.26 -	Aliso Viejo Towing, 250th Celebration	100-310-695500	525.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 07.06.26	Intelius	100-225-610000	4.99
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 07.06.26	Intelius	100-225-610000	4.99
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 07.06.26	Intelius	100-225-610000	24.86
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 07.06.26	Jiffy Lube	100-225-646100	198.60
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 07.06.26	Chevron	100-225-646100	175.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26	The Home Depot, Build-A-Fort	100-310-695500	664.40
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26	The Home Depot, Build-A-Fort	100-310-695500	168.06
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26	The Home Depot, Build-A-Fort	100-310-695500	406.22
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26	Ralphs, Build-A-Fort	100-310-695500	19.08
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26	The Home Depot, Build-A-Fort	100-310-695500	1,123.92
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26	The Home Depot, Build-A-Fort	100-310-695500	20.93
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26	The Home Depot, Build-A-Fort	100-310-695500	2,133.78
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26 -	ChatGPT Subscription, 7/3/26 -	100-195-610000	20.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 07.06.26 -	Descript Creator Subscription, 7/3/26 - 8/3/26	100-195-610000	35.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 07.06.26	Smartlink, Sprinklers	100-355-720700	510.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 07.06.26	Global Industrial, Picnic Table	100-355-910000	1,535.43
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4235) 07.06.26	Checkered Flag Car Wash	100-355-646100	15.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4243) 07.06.26	Chick-Fil-A, Expense to be	100-000-120000	14.10
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Constant Contact, E-Newsletter '26-27 Subscription	100-000-140000	1,448.40
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	ChatGPT Subscription, 6/23/26 - 7/22/26	100-155-610000	20.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Amazon	100-155-622000	37.72
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Amazon	100-155-622000	116.64
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Amazon	100-155-622000	159.25
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Scratch Bakery Cafe	100-155-622000	177.74
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Smart and Final	100-155-622000	549.64

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Reliable Translations Inc.	100-155-700030	400.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	The Bagel Shack	100-195-622000	90.44
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 07.06.26	Micro Center, Monitor	100-195-940000	231.26
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 07.06.26	Abtech, Memory Upgrade, Rec'd 7/1 (Inv 2606106-IN)	100-000-140000	7,837.47
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 07.06.26	Abtech, Hard Drives/Storage Upgrades (Inv 2606106)	100-000-140000	25,935.20
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 07.06.26	Abtech, Consulting, Jun '26 (Inv 2606106)	100-195-700090	1,560.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 07.06.26	Ephonamation.com, 5/28/26 - 6/24/26	100-355-630000	217.07
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 07.06.26	Amazon	100-355-720401	119.60
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 07.06.26	Extreme Plates LLC	100-355-720401	8,988.74
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 07.06.26 -	Ephonamation.com, 6/25/26 - 7/22/26	100-355-630000	156.28
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	GoToMyPC, 6/20/26 - 6/18/27	100-000-140000	420.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Zoom.com, Subscriptions, 6/16/26 - 6/15/27	100-000-140000	439.80
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Verizon Wireless, Phone Accessories	100-195-622000	125.21
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Vari.com, Triple Monitor Arm	100-195-622000	386.82
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Dell, Soundbars	100-195-622000	339.34
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, WiFi Comm Ctr, 6/17/26 - 7/16/26	100-195-630000	587.14
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, WiFi Comm Ctr, 4/28/26 - 5/27/26	100-195-630000	657.52
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, WiFi Comm Ctr, 5/17/26 - 6/16/26	100-195-630000	587.14
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, WiFi Comm Ctr, 5/28/26 - 6/27/26	100-195-630000	657.52
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, T-1 City Hall, 6/5/26 - 7/4/26	100-195-630000	848.06
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, Cable, City Hall, 6/10/26 - 7/9/26	100-195-630000	364.90
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, WiFi City Hall, 5/19/26 - 6/18/26	100-195-630000	182.62
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, WiFi City Hall, 6/19/26 - 7/18/26	100-195-630000	182.62
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, Traffic Signal, 6/7/26 - 7/6/26	100-195-630000	84.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, Traffic Signal, 5/7/26 - 6/6/26	100-195-630000	84.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, T-1 City Hall, 5/5/26 - 6/4/26	100-195-630000	848.06
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Cox, Cable, City Hall, 5/10/26 - 6/9/26	100-195-630000	364.90
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Everymail Open-XChange, Refund	100-195-700090	(42.00)
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Dell, Desktop PCs	100-195-940000	2,920.21
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6285) 07.06.26	Dell, Monitors	100-195-940000	4,492.53
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 07.06.26	Best Buy, Lobby TV, Received 7/3/26	100-000-140000	436.99
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 07.06.26	Orange County Jumpers, Prepayment for 7/4/26	100-000-140000	3,090.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 07.06.26	Dick's Sporting Goods, Softballs	100-310-622500	53.86
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 07.06.26	Dick's Sporting Goods, Softballs	100-310-622500	1,023.42
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 07.06.26	Orange County Jumpers, Event Cancellation, 6/5/26	100-310-695500	75.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 07.06.26 -	Ralphs	100-310-622000	18.99
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 07.06.26	Shell Oil	100-355-646100	101.99
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 07.06.26	The Home Depot	100-355-720401	97.20
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Hollyhock House, Excursion, 7/17/26	100-000-140000	48.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Catalina Express, Excursion, 7/18/26	100-000-140000	99.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Gaia GPS, Membership, 6/25/26 - 6/25/27	100-000-140000	59.90
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon	100-310-622000	37.70
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon	100-310-622000	10.72
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Exxon Circle K	100-310-646100	62.62
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Exxon Circle K	100-310-646100	79.65
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Exxon Circle K	100-310-646100	105.21
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Exxon Circle K	100-310-646100	53.15
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Exxon Circle K	100-310-646100	99.53
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	San Diego Fair, Excursion, 6/28/26	100-310-695500	105.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Smart and Final, Bonfire Excursion	100-310-695500	79.43
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Paramount Pictures Studio, Excursion, 6/10/26	100-310-695500	66.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon, America250 Photo-Op	100-310-695500	64.64
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon, Freedom Wall Event	100-310-695500	62.78
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Aquarium of the Pacific, Excursion, 6/19/26	100-310-695500	44.95
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon, Let's Make Workshop	100-310-695500	240.64
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon, America250 Photo-Op	100-310-695500	129.28
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Walmart, Trash Cleanup Event	100-310-695500	36.50
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Angels Stadium, Excursion, 6/8/26	100-310-695500	25.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Smart & Final, Trash Cleanup Event	100-310-695500	17.77
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Angels Flight Dev, Disney Concert Hall Excursion	100-310-695500	1.50
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	San Clemente State Parks, Hiking Parking Pass	100-310-695500	195.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon	100-310-695508	67.89
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon	100-310-695508	32.75
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon	100-310-695508	16.15

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26	Amazon	100-310-695508	57.36
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26 -	Exxon Circle K	100-310-646100	48.47
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26 -	Exxon Circle K	100-310-646100	59.96
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26 -	Amazon, Build-A-Fort	100-310-695500	50.42
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26 -	Amazon, Build-A-Fort	100-310-695500	92.86
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26 -	Amazon, Event Supplies	100-310-695500	102.31
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 07.06.26 -	Amazon, Build-A-Fort	100-310-695500	141.06
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Amazon Prime Subscription	100-420-610000	16.15
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Smart and Final	100-420-622000	154.17
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Dollar Tree	100-420-622000	12.12
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Ralphs	100-420-622000	13.52
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Smart and Final	100-420-622000	87.78
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Amazon	100-420-622000	198.57
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Lucille's BBQ	100-420-622000	328.62
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26	Amazon, Chairs	100-420-910000	991.25
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26 -	IACP Membership, FY27-28 & FY28-29	100-000-140000	170.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26 -	IACP Membership, FY26-27	100-420-610000	85.00
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26 -	Costco	100-420-622000	83.32
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 07.06.26 -	Wood Ranch	100-420-622000	694.99
07/17/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8665) 07.06.26	Chipotle	100-310-622000	369.04
07/20/2026	DIAMOND ENVIRONMENTAL SERVICES, LP	0007049818	Restroom Rental, 7/10/26	100-310-695512	415.70
07/20/2026	DIAMOND ENVIRONMENTAL SERVICES, LP	0007049819	Restroom Rental, 7/24/26	100-310-695512	415.70
07/20/2026	SOUTHERN CALIFORNIA NEWS	0011796143	Legal Advertising, Jun '26	100-155-624001	1,461.47
07/20/2026	SOUTHERN CALIFORNIA NEWS	0011796237	Legal Advertising, Jun '26	100-155-624001	1,707.63
07/20/2026	SOUTHERN CALIFORNIA NEWS	0011798402	Legal Advertising, Jun '26	100-155-624001	1,311.72
07/20/2026	SOUTHERN CALIFORNIA NEWS	0011799920	Legal Advertising, USE-0239-2025, Jun '26	100-000-223000	2,282.59
07/20/2026	SOUTH BAY FOUNDRY, INC.	0254942	Man Hole Repairs, Jun '26	100-355-720401	1,744.53
07/20/2026	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	057618	Pre-Employment Fingerprinting, Jun '26	100-195-617000	128.00
07/20/2026	MELIZA SCOTT	062026	Block Party Bucks for Neighborhood Party, 6/20/26	100-310-695000	516.46
07/20/2026	DANIEL HARRISON	062726	Block Party Bucks for Neighborhood Party, 6/27/26	100-310-695000	350.00
07/20/2026	CONNIE DER TOROSSIAN	062826	Block Party Bucks for Neighborhood Party, 6/28/26	100-310-695000	279.00
07/20/2026	SOUTHERN CALIFORNIA EDISON	070126 - Acct #70023450	Utilities - Electric, 6/1/26 - 6/29/26	100-355-631000	793.08
07/20/2026	SOUTHERN CALIFORNIA EDISON	070126 - Acct #70023450	Utilities - Electric, 6/1/26 - 6/29/26	100-356-631400	14,062.56
07/20/2026	SOUTHERN CALIFORNIA EDISON	070626 - Acct #70016247	Utilities - Electric, 5/22/26 - 6/30/26	100-355-631000	109.15
07/20/2026	SOUTHERN CALIFORNIA EDISON	070626 - Acct #70016247	Utilities - Electric, 5/22/26 - 6/30/26	100-356-631400	1,350.10
07/20/2026	SOUTHERN CALIFORNIA EDISON	070626 - Acct #70016247	Utilities - Electric, 5/1/26 - 5/31/26	100-356-631900	4,142.76
07/20/2026	SOUTHERN CALIFORNIA EDISON	070626 - Acct #70069730	Utilities - Electric, 6/4/26 - 7/5/26	100-355-631000	16.85

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/20/2026	CITY OF BREA	071626	OCCMA Membership, FY 26/27	100-155-610000	900.00
07/20/2026	REDNECK RODEO	081426-2	Summer Concert Series, Balance, Jul & Aug '26	100-310-695513	3,000.00
07/20/2026	DATA TICKET, INC.	196454	Process Fee, Parking Citations, Jun '26	100-420-720823	933.03
07/20/2026	SHELLSEA JONES	26001	Freedom Wall, Artistry for Main Tiles	100-310-695500	1,295.00
07/20/2026	4IMPRINT, INC	31799676	Power Clips, Giveaways	100-310-624500	608.54
07/20/2026	AQUATICO	372-298	Fountains/Water Features Maintenance, Jul '26	100-310-645500	895.00
07/20/2026	GRAHAM COMPANY	41703	Emergency Lighting System Maintenance, 7/2/26	100-310-645500	690.00
07/20/2026	TOTAL SOURCE OFFICEWORKS	41977	Operating Supplies, Jul '26	100-195-622000	81.14
07/20/2026	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	47844	Hosting Fee for July 4th Fireworks	100-310-695508	405.00
07/20/2026	RJ ELECTRIC	64754	Memorial Day Spider Boxes, May '26	100-310-695507	1,627.50
07/20/2026	CSG CONSULTANTS, INC	66097	Professional Svcs, USE-0239-2025, 3/28/26-4/24/26	100-000-223000	24,093.50
07/20/2026	CHARLES ABBOTT ASSOCIATES, INC	70583	Professional Services, Jun '26	100-225-700000	45,571.40
07/20/2026	JAMEY CLARK, INC.	77882	Janitorial Services, May '26	100-310-721505	3,450.00
07/20/2026	JAMEY CLARK, INC.	78001	Freedom Wall, Tile Installation, Jun	100-310-695500	3,675.00
07/20/2026	DAILY JOURNAL CORPORATION	B4055731	Legal Advertising, Jul '26	100-155-624001	588.24
07/20/2026	DAILY JOURNAL CORPORATION	B4055744	Legal Advertising, Jul '26	100-155-624001	610.88
07/20/2026	DAILY JOURNAL CORPORATION	B4055749	Legal Advertising, Jul '26	100-155-624001	120.00
07/20/2026	DAILY JOURNAL CORPORATION	B4055754	Legal Advertising, Jul '26	100-155-624001	174.95
07/20/2026	PACIFIC ORCA CORPORATION	BLDC-0011-2026	BLDC-0011-2026, C&D Refund, REC-016450-2026	100-000-227001	1,327.50
07/20/2026	FREEDOM FOREVER	ELER-0125-2025	ELER-0125-2025, Permit Refund, REC-015167-2025	100-000-221011	5.00
07/20/2026	FREEDOM FOREVER	ELER-0125-2025	ELER-0125-2025, Permit Refund, REC-015167-2025	100-000-442000	601.75
07/20/2026	TYLER CALL	POOLR-0025-2025	POOLR-0025-2025, Pool Bond Refund, REC-015573-2025	100-000-228001	500.00
07/20/2026	CALIFORNIA JPIA	PROP00236	All Risk Property Insurance Program, FY 26/27	100-195-690300	187,743.00
07/20/2026	SOUTHERN CAL ASSOC OF GOVTS	SCAG FY27 0092	Membership Dues, FY 26/27	100-155-610005	4,704.00
07/23/2026	OCSD LAW ENFORCEMENT	SH 74473	Law Enforcement Services, Jul '26	100-420-720800	1,006,881.24
07/30/2026	AT&T CONTRACT, OC TREASURER-TAX	000025502384	Traffic Signal, 6/6/26 - 7/5/26	100-355-630000	32.14
07/30/2026	AT&T	000025504346	Alarm, Com Ctr & City Hall Lines, 6/7/26 - 7/6/26	100-195-630000	214.10
07/30/2026	AT&T	000025504346	Alarm, Com Ctr & City Hall Lines, 6/7/26 - 7/6/26	100-310-630000	157.06
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011791511	Legal Advertising, May '26	100-155-624001	322.83
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011791601	Legal Advertising, May '26	100-155-624001	331.14
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011792316	Legal Advertising, USE-0250-2025, May '26	100-000-223000	375.67
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011793388	Legal Advertising, May '26	100-155-624001	686.44
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011793392	Legal Advertising, May '26	100-155-624001	686.44
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011793396	Legal Advertising, May '26	100-155-624001	693.83
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011793398	Legal Advertising, May '26	100-155-624001	701.21
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011793740	Legal Advertising, May '26	100-155-624001	686.44
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011793847	Legal Advertising, May '26	100-155-624001	611.16
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794015	Legal Advertising, May '26	100-155-624001	673.16
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794086	Legal Advertising, May '26	100-155-624001	686.44
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794089	Legal Advertising, May '26	100-155-624001	686.44
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794090	Legal Advertising, May '26	100-155-624001	686.44
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794091	Legal Advertising, May '26	100-155-624001	693.83
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794092	Legal Advertising, May '26	100-155-624001	701.21
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794135	Legal Advertising, May '26	100-155-624001	673.16
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011794140	Legal Advertising, May '26	100-155-624001	611.16
07/30/2026	SOUTHERN CALIFORNIA NEWS	0011795385	Legal Advertising, USE-0255-2026, May '26	100-000-223000	1,285.43

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/30/2026	LIA BERMAN	052426	Block Party Bucks for Neighborhood Party, 5/24/26	100-310-695000	410.00
07/30/2026	DIANE BREWER	061626	Refund, Facility Deposit, R #78866133	100-000-222000	500.00
07/30/2026	DEPARTMENT OF CONSERVATION	063026	Remittance, SMIP Fees, Apr-Jun '26	100-000-221001	284.47
07/30/2026	DEPARTMENT OF CONSERVATION	063026	Remittance, SMIP Fees, Apr-Jun '26	100-000-221002	291.20
07/30/2026	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY	063026	Remit, Transportation Corridor Fees, Apr-Jun '26	100-000-221005	1,366.49
07/30/2026	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY	063026	Remit, Transportation Corridor Fees, Apr-Jun '26	100-000-221006	978.95
07/30/2026	CALIFORNIA BUILDING STANDARDS COMMISSION	063026	Building Standard Fund, Apr-Jun '26	100-000-221011	560.00
07/30/2026	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	063026	Disability Access Fees, Apr-Jun '26	100-000-221012	148.00
07/30/2026	CALIFORNIA BUILDING STANDARDS COMMISSION	063026	Building Standard Fund, Apr-Jun '26	100-000-442000	(56.00)
07/30/2026	EL TORO WATER DISTRICT	063026	Water Usage, Public Works, Jun '26	100-355-635000	30,667.40
07/30/2026	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	063026 - #RFR26-00039	Remittance, CARITS, Moulton Fees, Apr-Jun '26	100-000-221003	290.61
07/30/2026	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	063026 - #RFR26-00039	Remittance, CARITS, Moulton Fees, Apr-Jun '26	100-000-221004	1,930.95
07/30/2026	BLUETRITON BRANDS INC	06F8710008221	Operating Supplies, Comm Ctr, 5/25/26 - 6/24/26	100-310-622000	20.00
07/30/2026	SAN DIEGO GAS AND ELECTRIC	071626	Utilities - Electric, 5/9/26 - 06/10/26	100-310-631000	14,999.89
07/30/2026	MOULTON NIGUEL WATER DISTRICT	071626	Utilities - Water, 6/9/26 - 06/30/26	100-310-635000	632.49
07/30/2026	SAN DIEGO GAS AND ELECTRIC	071626	Utilities - Electric, 5/9/26 - 06/10/26	100-355-631000	14,617.93
07/30/2026	MOULTON NIGUEL WATER DISTRICT	071626	Utilities - Water, 6/9/26 - 06/30/26	100-355-635000	14,715.22
07/30/2026	SAN DIEGO GAS AND ELECTRIC	071626	Utilities - Electric, 6/1/26 - 06/30/26	100-356-631400	13,663.61
07/30/2026	SAN DIEGO GAS AND ELECTRIC	071626	Utilities - Electric, 6/1/26 - 06/30/26	100-356-631900	738.23
07/30/2026	MOULTON NIGUEL WATER DISTRICT	071626 (2)	Utilities - Water, 7/1/26 - 7/13/26	100-310-635000	373.75
07/30/2026	MOULTON NIGUEL WATER DISTRICT	071626 (2)	Utilities - Water, 7/1/26 - 7/13/26	100-355-635000	8,695.35
07/30/2026	MOULTON NIGUEL WATER DISTRICT	071626 (3)	Utilities - Water, 6/9/26 - 6/30/26	100-355-635000	2,689.19
07/30/2026	MOULTON NIGUEL WATER DISTRICT	071626 (4)	Utilities - Water, 7/1/26 - 7/13/26	100-355-635000	1,589.07
07/30/2026	SOCALGAS	072126	Utilities - Gas, Comm Ctr, 6/17/26 - 07/17/26	100-310-632000	52.80
07/30/2026	ROBERT RYAN	072226	Reimbursement, Excursion Tolls, Jun '26	100-310-695500	12.95
07/30/2026	ROBERT RYAN	072226 (2)	Reimbursement, Excursion Parking, Jul '26	100-310-695500	20.00
07/30/2026	SOUTHERN CALIFORNIA EDISON	072326 - Acct #70007600	Utilities, Electric, 6/3/26 - 7/1/26	100-356-631400	54.84
07/30/2026	SOUTHERN CALIFORNIA EDISON	072326 - Acct #70007600	Utilities - Electric, 6/23/26 - 7/22/26	100-356-631400	60.09
07/30/2026	GEORGIA SHEPHERD	072926	Reimbursement, Operating Supplies, Jul '26	100-155-622000	65.69
07/30/2026	GEORGIA SHEPHERD	072926	Reimbursement, Operating Supplies, Jul '26	100-355-645500	83.24
07/30/2026	HALEY DEMERS	110751406	Refund, Facility Deposit, R #105412451	100-000-222000	100.00
07/30/2026	HELPING PARENTS HEAL INC.	111177023	Refund, Facility Deposit, R #101622166	100-000-222000	500.00
07/30/2026	MTM YEE CORP	12382	Advertising-Program Services, Apr '26	100-310-624500	400.00
07/30/2026	VIZUAL SYMPHONY, INC.	14437	Audio Visual Maintenance and Service, FY 26-27	100-195-700090	12,780.00
07/30/2026	VIZUAL SYMPHONY, INC.	14470	Council Chamber Reconfigurations, Jul '26	100-195-700090	1,712.06
07/30/2026	MAIN GRAPHICS	168921	Business Cards, Jul '26	100-195-623000	120.75
07/30/2026	EXTREME PLATES, LLC.	2292-1	Alicia Yard Entrance, Jul '26	100-355-720401	4,462.93
07/30/2026	NUVIS LANDSCAPE ARCHITECTURE	28757	Professional Serv, USE-0171-2024, 3/1/26 - 4/30/26	100-000-223000	615.00
07/30/2026	SHUTE, MIHALY WEINBERGER LLP	297627	Professional Services, Legal, Jun '26	100-155-700011	48.80
07/30/2026	SKYLINE PEST CONTROL	395093	Pest and Rodent Control, Jul '26	100-310-645500	360.00
07/30/2026	HARPER & BURNS LLP	418	Prof Services, Legal, Jun '26, USE-0239-2025	100-000-223000	9,652.50
07/30/2026	HARPER & BURNS LLP	418	Professional Services, Legal, Jun '26	100-155-700010	26,177.00
07/30/2026	BILL'S SOUND AND SECURITY	48584	Fire Alarm Inspection/Testing, Jul '26	100-310-630000	795.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/30/2026	MITSUBISHI ELECTRIC US, INC.	574095	Elevator Maintenance, Jul '26	100-310-645500	496.00
07/30/2026	CIVIC SOLUTIONS, INC.	6/30/26	Consultant Services, USE-0264-2026, Jun '26	100-000-223000	3,818.00
07/30/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6111	Private Security Patrol, 7/13/26 - 7/26/26	100-420-720850	7,952.00
07/30/2026	EL TORO WATER DISTRICT	6441880-15581 (2)	Meter Acct #013926-040	100-355-635000	(126.95)
07/30/2026	RJ ELECTRIC	64851	Setup Spider Boxes, Jul '26	100-310-695508	1,340.00
07/30/2026	RJ ELECTRIC	64854	Electric Repairs, Jul '26	100-310-645500	468.52
07/30/2026	RJ ELECTRIC	64871	Elevator Repair, Jul '26	100-310-645500	345.00
07/30/2026	CSG CONSULTANTS, INC	66998	Professional Svcs, USE-0239-2025, 5/30/26-6/30/26	100-000-223000	20,736.00
07/30/2026	JAMEY CLARK, INC.	78018	Freedom Wall Maintenance, Jul '26	100-310-695500	1,441.75
07/30/2026	JAMEY CLARK, INC.	78040	Janitorial Services, Jun '26	100-310-721505	3,450.00
07/30/2026	WILLIAMS SCOTSMAN INC	9026608428	Storage Rental, 7/16/26 - 8/12/26	100-310-641000	341.83
07/30/2026	DAILY JOURNAL CORPORATION	B4055707	Legal Advertising, Jul '26	100-155-624001	1,177.89
07/30/2026	YINING WANG	BLDC-0026-2026	BLDC-0026-2026, Permit Cancel, REC-016769-2026	100-000-442005	1,534.00
07/30/2026	JUAN SALGADO	BLDC-0032-2026	BLDC-0032-2026, C&D Refund, REC-016921-2026	100-000-227001	1,050.00
07/30/2026	JAY'S ROOFING	BLDR-0186-2026	BLDR-0186-2026, C&D Refund, REC-016883-2026	100-000-227001	750.00
07/30/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM49707	HVAC Repairs, Community Center, Jul '26	100-310-645500	3,848.00
07/30/2026	GREGORY J CRAYCRAFT	RMG071726-B	Summer Concert Band - The Reflexx, 7/17/26	100-310-695513	3,500.00
07/31/2026	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 74691	Law Enforcement Services, Fourth of July	100-310-695508	11,771.88
08/06/2026	DIAMOND ENVIRONMENTAL SERVICES, LP	0007049823	Restroom Rental, 8/7/26	100-310-695512	415.70
08/06/2026	DOCU-TRUST	0058571	Offsite Data Storage, Jul '26	100-155-700030	121.30
08/06/2026	DOCU-TRUST	0058761	Offsite Data Storage, Aug '26	100-155-700030	162.32
08/06/2026	JACLYN COY	070326	Block Party Bucks for Neighborhood Party, 7/3/26	100-310-695000	652.54
08/06/2026	JORDAN MARTINEZ	072426	Movie in the Park, Funnel Cakes, 7/24/26	100-310-695512	1,000.00
08/06/2026	CRAIG WATKINS	080326	Umpire Fees, Community Services, 7/27/26	100-310-622500	120.00
08/06/2026	TPX COMMUNICATIONS	191363598-0	Communications Expense, 7/23/26 - 8/22/26	100-195-630000	835.12
08/06/2026	ASCENT ENVIRONMENTAL, INC.	20240148.01 - 1	Professional Services, USE-0264-2026, thru 6/30/26	100-000-223000	3,127.50
08/06/2026	SPECTRUM SPORTS MANAGEMENT, INC.	2026-083	Marathon Permits, Insurance, Equipment, May '26	100-310-695507	33,213.66
08/06/2026	ACME TIME MACHINE	2034	Band Performance, Summer Concert Series, 8/14/26	100-310-695513	2,500.00
08/06/2026	THE RITZ COMPANIES	227119	Janitorial Services, Aug '26	100-310-721505	13,523.42
08/06/2026	WEST COAST ARBORISTS, INC.	247026	Tree Trimming Services, 7/1/26 - 7/15/26	100-355-720702	8,874.00
08/06/2026	TK BURGERS CATERING, INC.	260821	Catering, 8/21/26	100-310-695512	1,383.58
08/06/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	26-270250	State Fee for Regulatory Costs, FY26-27	100-355-720401	679.89
08/06/2026	ALISO CREEK PRINTING MINUTEMAN PRESS	34518	Permit Printing Services, Public Works, Jul '26	100-355-623000	920.73
08/06/2026	PRESTIGE PEST MANAGEMENT INC	36251	Rodent Treatment, Jul '26	100-355-720701	1,500.00
08/06/2026	TOTAL SOURCE OFFICEWORKS	42051	Operating Supplies, Jul '26	100-195-622000	141.70
08/06/2026	TOTAL SOURCE OFFICEWORKS	42052	Operating Supplies, Jul '26	100-225-622000	22.38
08/06/2026	TOTAL SOURCE OFFICEWORKS	42085	Operating Supplies, Jul '26	100-195-622000	518.85
08/06/2026	TOTAL SOURCE OFFICEWORKS	42086	Operating Supplies, Jul '26	100-155-622000	170.22
08/06/2026	TOTAL SOURCE OFFICEWORKS	42087	Operating Supplies, Jul '26	100-310-622000	334.81
08/06/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	4296-26-007	Traffic Signal Maintenance, Jul '26	100-356-720420	3,785.30
08/06/2026	CANON FINANCIAL SERVICES, INC.	43521805	Paperdeck Attachment 2XD05811A, 7/1/26 - 7/31/26	100-195-641200	36.56

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08/06/2026	PARADISE DRINKING WATER	481430	Operating Supplies, Jul '26	100-195-622000	201.35
08/06/2026	FULL TRAFFIC MAINTENANCE, INC.	48264	Traffic Maintenance, 7/8/26	100-355-720401	124.99
08/06/2026	FULL TRAFFIC MAINTENANCE, INC.	48448	Traffic Maintenance, 7/23/26	100-355-720401	122.84
08/06/2026	PARADISE DRINKING WATER	496352	Operating Supplies, Jul '26	100-195-622000	271.15
08/06/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION	59408	Delivery of Client Files, Jul '26	100-155-700030	540.79
08/06/2026	VERIZON WIRELESS	6149542365	Communications Expense, 6/26/26 - 7/25/26	100-195-630000	1,985.41
08/06/2026	RJ ELECTRIC	64820	Electric Repairs, City Hall, Jul '26	100-355-720701	800.00
08/06/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	720260398	Ticket Charges, Jul '26	100-355-720401	341.75
08/06/2026	JAMEY CLARK, INC.	78042	Picnic Shelter Handrail, Jul '26	100-355-720701	384.00
08/06/2026	JAMEY CLARK, INC.	78046	Graffiti Removal, Jul '26	100-355-720500	672.00
08/06/2026	JAMEY CLARK, INC.	78049	City Hall Monument Sign, Jul '26	100-355-645500	5,450.00
08/06/2026	JAMEY CLARK, INC.	78064	Stockport Park Drinking Fountain Repair, Jul '26	100-355-720701	517.57
08/06/2026	JAMEY CLARK, INC.	78065	Community Center Playground Post, Jul '26	100-355-720701	623.40
08/06/2026	JAMEY CLARK, INC.	78067	Mandeville Park Drinking Fountain Repair, Jul '26	100-355-720701	667.41
08/06/2026	JAMEY CLARK, INC.	78068	Graffiti Removal, Jul '26	100-355-720701	665.00
08/06/2026	JAMEY CLARK, INC.	78073	City Hall Furniture Assembly, Jul '26	100-355-645500	190.00
08/06/2026	JAMEY CLARK, INC.	78087	Graffiti Removal, Jul '26	100-355-720500	672.00
08/06/2026	JAMEY CLARK, INC.	78088	Pressure Washed Sidewalk, 7/14/26	100-355-720500	570.00
08/06/2026	ATUL KISHORE	BLDR-0274-2025	BLDR-0274-2025, C&D Refund, REC-015732-2025	100-000-227001	100.00
08/06/2026	SCA OF CA, LLC	CA0945436	Street Sweeping Services, Jul '26	100-355-720401	503.44
08/06/2026	AMERICA'S INSTANT SIGNS	E43349	Costeau Park Sign 50% Deposit, Jul	100-355-720701	2,499.80
08/06/2026	CHARGEPOINT INC.	IN417496	Charging Station Serv Contract, 7/1/27 - 7/30/31	100-000-140000	9,473.33
08/06/2026	CHARGEPOINT INC.	IN417496	Charging Station Serv Contract, Aug '26 - Jun '27	100-355-645500	2,126.67
08/06/2026	DECKARD TECHNOLOGIES, INC	INV-1095	Rentalscape Monitoring, 7/22/26 - 8/21/26	100-195-700090	3,150.00
08/06/2026	RYAN FARIS	MECR-0051-2026	MECR-0051-2026, Bldg Fee Refund, REC-016855-2026	100-000-221011	1.00
08/06/2026	RYAN FARIS	MECR-0051-2026	MECR-0051-2026, Permit Refund, REC-016855-2026	100-000-442000	170.00
08/06/2026	GA TECHNICAL SERVICES, INC.	Pay Request #6 - Invoice 1	Electrical Upgrades Project, CIP #520, Jun '26	100-000-201001	(1,330.63)
08/06/2026	GA TECHNICAL SERVICES, INC.	Pay Request #6 - Invoice 1	Electrical Upgrades Project, CIP #520, Jun '26	100-000-790600	26,612.51
08/06/2026	COUNTY OF ORANGE	SH 74714	Fingerprint ID System Charges, Jul '26	100-420-720835	1,008.00
08/06/2026	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 74748	Law Enforcement Services, Fourth of July Credit	100-310-695508	(2,040.00)
08/06/2026	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 74748	Law Enforcement Services, Aug '26	100-420-720800	1,006,886.34
08/06/2026	DMS FACILITY SERVICES, LLC	STL-006769	Landscape Services, 7/3/26	100-355-720700	57,100.00
08/06/2026	LIVING INTERIORS	T89487	Interior Plantscape Services, Aug '26	100-310-645500	159.00
08/07/2026	MOULTON NIGUEL WATER DISTRICT	072326	Utilities - Water, 6/16/26 - 7/20/26	100-355-635000	122.29
08/07/2026	THE BEE MAN	138364	Bee Removal, May '26	100-355-720701	99.00
08/07/2026	ARDURRA GROUP, INC.	188076	Engineering Services, Jun '26	100-355-700250	668.25
08/07/2026	ARDURRA GROUP, INC.	188734	Permitting Services, Jun '26	100-355-700250	6,080.00
08/07/2026	CITY OF ALISO VIEJO	2026-1499	Cost Share, Dairy Fork, FY 25/26	100-355-696000	1,559.99
08/07/2026	HR GREEN PACIFIC, INC.	204672	Public Works Permit Inspections, Jun '26	100-355-700255	8,050.00
08/07/2026	PSOMAS	237060	PDV and Cabot Road, CIP #191, 5/1/26 - 6/30/26	100-000-790600	2,167.50
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-104	Engineer Services, Jun '26	100-355-700250	990.00
08/07/2026	HARTZOG AND CRABILL, INC.	26-281(HCI#3502)	Traffic Signal Mgmt Svcs, Jun '26	100-356-700101	7,616.50
08/07/2026	SOUTH COAST FAMILY MEDICAL CENTER, INC.	3153	Recruitment, Jun '26	100-195-617000	173.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
08/07/2026	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.05	Pavement Mgmt Program Professional Svcs, Dec '25	100-355-700000	1,505.00
08/07/2026	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.06	Pavement Mgmt Program Professional Svcs, Jan '26	100-355-700000	3,150.00
08/07/2026	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.07	Pavement Mgmt Program Professional Svcs, Feb '26	100-355-700000	1,522.05
08/07/2026	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.08	Pavement Mgmt Program Professional Svcs, Mar '26	100-355-700000	6,366.30
08/07/2026	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.09	Pavement Mgmt Program Professional Svcs, Apr '26	100-355-700000	14,304.57
08/07/2026	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.10	Pavement Mgmt Program Professional Svcs, May '26	100-355-700000	6,040.00
08/07/2026	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.11	Pavement Mgmt Program Professional Svcs, Jun '26	100-355-700000	4,800.00
08/07/2026	WSP USA ENVIRONMENT AND INFRASTRUCTURE INC	40406515	Professional Services, NPDES Support, Jun '26	100-355-696000	6,210.00
08/07/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6249 - 6302	Traffic Signal Maintenance, Jun '26	100-356-720420	30,084.89
08/07/2026	CHARLES ABBOTT ASSOCIATES, INC	70585 - B (July 4th Decor	Median Flag Replacements, Jun '26	100-355-720401	311.70
08/07/2026	JAMEY CLARK, INC.	77946	Graffiti Removal, Jun '26	100-355-720500	120.00
08/07/2026	JAMEY CLARK, INC.	77987	Community Center Restroom Repair, Jun '26	100-310-645500	247.79
08/07/2026	JAMEY CLARK, INC.	78012	Graffiti Removal, Jun '26	100-355-720500	1,152.00
08/07/2026	JAMEY CLARK, INC.	78013	Community Center Restroom Mirror, Jun '26	100-310-645500	192.00
08/07/2026	JAMEY CLARK, INC.	78014	Graffiti Removal, Jun '26	100-355-720500	768.00
08/07/2026	JAMEY CLARK, INC.	78041	Graffiti Removal, Jun '26	100-355-720500	585.00
08/07/2026	NIEVES LANDSCAPE, INC.	85421	Landscape Services, June '26	100-355-720700	6,533.00
08/07/2026	SCA OF CA, LLC	CA0944852	Power Washing Bus Stops, Jun '26	100-355-720500	1,652.00
08/07/2026	SECURITY SIGNAL DEVICES, INC.	J-601008645	Access Card Computer & Install FY25-26	100-355-645500	4,793.70
08/07/2026	DMS FACILITY SERVICES, LLC	RC-T006978	Landscape Services, Apr '26	100-355-720700	101,390.00
08/07/2026	ABTECH TECHNOLOGIES, INC.	SS20212-IN	Overage Charge, Jun '26	100-195-700090	717.50
08/07/2026	DMS FACILITY SERVICES, LLC	STL-004506	Landscape Services, Oct '25	100-355-720700	900.00
08/07/2026	DMS FACILITY SERVICES, LLC	STL-005501	Landscape Services, Jan '26	100-355-720700	292.49
08/07/2026	DMS FACILITY SERVICES, LLC	STL-005954	Landscape Services, Mar '26	100-355-720700	1,900.00
08/07/2026	DMS FACILITY SERVICES, LLC	STL-005974	Landscape Services, Apr '26	100-355-720700	184.80
08/07/2026	DMS FACILITY SERVICES, LLC	STL-005975	Landscape Services, Mar '26	100-355-720700	154.82
08/07/2026	DMS FACILITY SERVICES, LLC	STL-005977	Landscape Services, Mar '26	100-355-720700	298.65
08/07/2026	DMS FACILITY SERVICES, LLC	STL-005978	Landscape Services, Apr '26	100-355-720700	292.49
08/07/2026	DMS FACILITY SERVICES, LLC	STL-006328	Landscape Services, May '26	100-355-720700	11,340.00
08/07/2026	DMS FACILITY SERVICES, LLC	STL-006527	Landscape Services, May '26	100-355-720700	393.87
08/07/2026	DMS FACILITY SERVICES, LLC	STL-006528	Landscape Services, May '26	100-355-720700	238.52
08/07/2026	DMS FACILITY SERVICES, LLC	STL-006836	Landscape Services, Jun '26	100-355-720700	317.27
08/07/2026	DMS FACILITY SERVICES, LLC	STL-006837	Landscape Services, Jun '26	100-355-720700	115.14
08/07/2026	DMS FACILITY SERVICES, LLC	STL-006838	Landscape Services, Jun '26	100-355-720700	200.45
08/07/2026	DMS FACILITY SERVICES, LLC	STL-006839	Landscape Services, Jun '26	100-355-720700	200.45
08/07/2026	COUNTY OF ORANGE	STTM004369	Communications Charges, 6/1/26 - 6/30/26	100-420-646000	2,287.43
08/13/2026	SOUTHERN CALIFORNIA NEWS	0011799499	Legal Advertising, Jul '26	100-155-624001	324.00
08/13/2026	SOUTHERN CALIFORNIA NEWS	0011800260	Legal Advertising, Jul '26	100-155-624001	228.05
08/13/2026	SOUTHERN CALIFORNIA NEWS	0011801269	Legal Advertising, CIP 101, Jul '26	100-155-624001	1,520.50
08/13/2026	SOUTHERN CALIFORNIA NEWS	0011804482	Legal Advertising, Jul '26	100-155-624001	1,104.67
08/13/2026	SOUTHERN CALIFORNIA NEWS	0011804487	Legal Advertising, Jul '26	100-155-624001	1,142.18
08/13/2026	ERIK TARKIAINEN	041924	Summer Concert, The 80s Social Club, 7/31/26	100-310-695513	2,200.00
08/13/2026	MOULTON NIGUEL WATER DISTRICT	073026	Utilities - Water, 6/22/26 - 7/27/26	100-355-635000	15,490.60
08/13/2026	IRVINE RANCH WATER DISTRICT	080326	Utilities - Water, 7/1/26 - 8/1/26	100-355-635000	231.91
08/13/2026	SAN DIEGO GAS AND ELECTRIC	080426	Utilities - Electric, 7/1/26 - 7/31/26	100-356-631400	10,705.21
08/13/2026	SOUTHERN CALIFORNIA EDISON	080426 - Acct #70069730	Utilities - Electric, 7/6/26 - 8/3/26	100-355-631000	15.33
08/13/2026	SOUTHERN CALIFORNIA EDISON	080526 - Acct #70016247	Utilities - Electric, 6/1/26 - 6/30/26	100-356-631900	4,142.76
08/13/2026	SOUTHERN CALIFORNIA EDISON	080526 - Acct #70016247	Utilities - Electric, 6/23/26 - 7/29/26	100-355-631000	108.39

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08/13/2026	SOUTHERN CALIFORNIA EDISON	080526 - Acct #70016247	Utilities - Electric, 6/23/26 - 7/31/26	100-356-631400	1,337.57
08/13/2026	CREATIVE KIDS PLAYHOUSE	080626	Contract Instructor Serv, Musical Theatre, Jul '26	100-310-721500	7,976.50
08/13/2026	CHILDRENS THEATRE OF OC BREAKTHROUGH SPORTS	080626	Basketball Camp, Jul '26	100-310-721500	1,178.65
08/13/2026	FARROKH MOSHFEGH	080626	Karate, Jul '26	100-310-721500	1,862.00
08/13/2026	TURBO SPORTS ALLIANCE LLC	080626	Multi-Sport & Volleyball Summer Camps, Jul '26	100-310-721500	10,719.10
08/13/2026	ROBERTA GEIER	080626	Ballroom Dancing, Jul '26	100-310-721500	51.80
08/13/2026	CAROLYN WOJCIECHOWSKI	080626	Line Dancing Instruction, Jul '26	100-310-721500	1,134.00
08/13/2026	LAGUNA HILLS HIGH SCHOOL PTSA	081026	2027 Grad Night Program	100-155-695000	6,000.00
08/13/2026	LAGUNA HILLS HIGH SCHOOL PTSA	081026	2027 Scholarship Program	100-155-695000	2,000.00
08/13/2026	ARC DOCUMENT SOLUTIONS, LLC	13167575	Printing Services, Jul '26	100-225-623000	97.08
08/13/2026	THE BEE MAN	138961	Bee Removal, Jul '26	100-355-720701	420.00
08/13/2026	HR GREEN PACIFIC, INC.	205878	Public Works Permit Inspections, Jul '26	100-355-700255	11,620.00
08/13/2026	CITY OF MISSION VIEJO	21678	Animal Care Services, Jul - Sep '26	100-420-720401	88,156.00
08/13/2026	CITY OF MISSION VIEJO	21682	Homelessness Outreach, Jul '26	100-310-720302	6,068.17
08/13/2026	PSOMAS	235039	PDV and Cabot Road, CIP #191, 3/27/26 - 5/14/26	100-000-790600	60,920.00
08/13/2026	HARTZOG AND CRABILL, INC.	26-0314(HCI#3502)	Traffic Signal Mgmt Services, Jul '26	100-356-700101	15,926.95
08/13/2026	HARTZOG AND CRABILL, INC.	26-0319(HCI#3869)	City Wide Speed Limit Survey, Jul '26	100-356-700101	12,850.00
08/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-07-152	On-Call Services, SS4A/LRSP, Jul '26	100-355-700250	660.00
08/13/2026	LYONS SECURITY SERVICE, INC.	40670	Event Security, 7/4/26	100-310-695508	3,787.50
08/13/2026	TOTAL SOURCE OFFICEWORKS	42085.1	Operating Supplies, Aug '26	100-195-622000	109.71
08/13/2026	HARPER & BURNS LLP	425	Professional Services, Legal, Jul '26	100-000-223000	12,935.00
08/13/2026	HARPER & BURNS LLP	425	Professional Services, Legal, Jul '26	100-155-700010	21,221.70
08/13/2026	STRADLING YOCCA CARLSON &	425771	Prof Services, Legal, USE-0239-2025, Oct '25	100-000-223000	9,286.50
08/13/2026	STRADLING YOCCA CARLSON &	431336	Prof Services, Legal, USE-0239-2025, Apr '26	100-000-223000	14,530.50
08/13/2026	STRADLING YOCCA CARLSON &	432011	Prof Services, Legal, USE-0239-2025, May '26	100-000-223000	6,949.50
08/13/2026	STRADLING YOCCA CARLSON &	433195	Prof Services, Legal, USE-0239-2025, Jun '26	100-000-223000	28,413.00
08/13/2026	STRADLING YOCCA CARLSON &	433902	Prof Services, Legal, USE-0239-2025, Jul '26	100-000-223000	28,966.50
08/13/2026	CANON FINANCIAL SERVICES, INC.	43521804	Lease & Usage, 2XD05688 2XD05811, 6/1/26 - 6/30/26	100-195-641200	644.19
08/13/2026	CANON FINANCIAL SERVICES, INC.	43521804 (2)	Lease & Usage, 2XD05688, 7/1/26 - 7/31/26	100-195-641200	596.94
08/13/2026	CANON FINANCIAL SERVICES, INC.	43524700	Lease & Usage, 2XK05658, 6/1/26 - 6/30/26	100-195-641200	102.82
08/13/2026	CANON FINANCIAL SERVICES, INC.	43524700 (2)	Lease & Usage, 2XK05658, 7/1/26 - 7/31/26	100-195-641200	303.86
08/13/2026	MITSUBISHI ELECTRIC US, INC.	575723	Elevator Maintenance, Aug '26	100-310-645500	464.00
08/13/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6118	Private Security Patrol, 7/27/26 - 8/9/26	100-420-720850	7,952.00
08/13/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6303 - 6372	Traffic Signal Maintenance, Jul '26	100-356-720420	39,538.04
08/13/2026	JAMEY CLARK, INC.	77844	Graffiti Removal, May '26	100-355-720500	1,824.00
08/13/2026	JAMEY CLARK, INC.	78132	Bus Stop Clean-Up Services, Jul '26	100-355-720500	585.00
08/13/2026	JAMEY CLARK, INC.	78137	Graffiti Removal, Jul '26	100-355-720500	704.79
08/13/2026	PACIFIC SOUND CONTROL	92607011	Heritage Room, Partition Repairs, 7/27/26	100-310-645500	2,880.00
08/13/2026	PACIFIC SOUND CONTROL	92607037	Heritage Room, Partition Repairs, 8/3/26	100-310-645500	2,160.00
08/13/2026	KDM MERIDIAN	9891	Map Checking Services, Jul '26	100-355-700000	1,327.50
08/13/2026	OCTA	AR148155	Annual Landscaping/Irrigation License, AGR OC-47	100-355-720700	782.00
08/13/2026	MARTIN WILLIAMS	BLDR-0053-2026	BLDR-0053-2026, C&D Refund, REC-016306-2026	100-000-227001	100.00
08/13/2026	MARTIN WILLIAMS	BLDR-0135-2026	BLDR-0135-2026, C&D Refund, REC-016669-2026	100-000-227001	100.00

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08/13/2026	HOYT ROOFS INC	BLDR-0143-2026	BLDR-0143-2026, C&D Refund, REC-016582-2026	100-000-227001	750.00
08/13/2026	NEIGHBORHOOD ROOFING	BLDR-0221-2026	BLDR-0221-2026, C&D Refund, REC-017053-2026	100-000-227001	651.00
08/13/2026	COUNTY OF ORANGE	STCS004264	Communications Cost Allocation, 7/1/26 - 9/30/26	100-420-646000	6,246.40
08/13/2026	DMS FACILITY SERVICES, LLC	STL-006767	Landscape Services, 7/3/26	100-355-720700	7,000.00
08/13/2026	DMS FACILITY SERVICES, LLC	STL-007006	Landscape Services, 7/31/26	100-355-720700	5,236.80
08/13/2026	ABTECH TECHNOLOGIES, INC.	W207321-IN	Managed IT Services, Aug '26	100-195-700090	8,400.00
			Fund 100 - General Fund Total:		**5,048,987.50**
Fund: 212 - Measure M2 Fund					
07/08/2026	CHARLES ABBOTT ASSOCIATES, INC	70233 - D (Moulton & La	Moulton & La Paz Under-Drain, Mar '26	212-355-720400	15,250.00
07/08/2026	CHARLES ABBOTT ASSOCIATES, INC	70473	Road Maintenance, May '26	212-355-720400	54,400.81
07/08/2026	SCA OF CA, LLC	CA0944851REVISED	Street Sweeping Services, Jun '26	212-355-720410	16,728.18
08/06/2026	SCA OF CA, LLC	CA0945436	Street Sweeping Services, Jul '26	212-355-720410	16,147.14
08/07/2026	CHARLES ABBOTT ASSOCIATES, INC	70585	Road Maintenance, Jun '26	212-355-720400	34,051.70
08/07/2026	CHARLES ABBOTT ASSOCIATES, INC	70585- A (Via Lomas Strip	Road Maintenance, Via Lomas, Jun	212-355-720400	16,461.40
08/07/2026	SCA OF CA, LLC	CA25005262	Street Sweeping Services, Dec '25	212-355-720410	232.50
			Fund 212 - Measure M2 Fund Total:		**153,271.73**
Fund: 221 - Senior Mobility Program Fund					
07/20/2026	OCY MANAGEMENT, LLC	6406026	Senior Mobility Program, Jun '26	221-310-720000	5,752.00
			Fund 221 - Senior Mobility Program Fund Total:		**5,752.00**
Fund: 301 - CARITS Road Fee Program Fund					
07/08/2026	HARTZOG AND CRABILL, INC.	26-0246(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, May '26	301-000-790600	862.50
07/08/2026	HARTZOG AND CRABILL, INC.	26-0247(HCI#3864)	Traffic Signal Mgmt Svcs, CIP #168, May '26	301-000-790600	320.00
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-079	Engineer Services, CIP #168, May '26	301-000-790600	1,030.00
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-080	Engineer Services, CIP #168, May '26	301-000-790600	790.00
07/08/2026	AGA ENGINEERS, INC	26142-IN	RTSSP for PDV Pkwy, CIP #168, May	301-000-790600	15,285.20
07/08/2026	KIMLEY-HORN AND ASSOCIATES INC	36003851	Fiber Coordination Project, CIP #168, May '26	301-000-790600	1,780.00
07/08/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-04	RTSSP for Avenida de la Carlota, CIP #168, May '26	301-000-790600	15,531.78
08/07/2026	HARTZOG AND CRABILL, INC.	26-0282(HCI#3864)	Traffic Signal Mgmt Svcs, CIP #168, Jun '26	301-000-790600	160.00
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-102	Engineer Services, CIP #168, Jun '26	301-000-790600	7,566.75
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-103	Engineer Services, CIP #168, Jun '26	301-000-790600	1,196.00
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-105	Engineer Services, CIP #168, Jun '26	301-000-790600	1,750.00
08/07/2026	HARTZOG AND CRABILL, INC.	26-281(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Jun '26	301-000-790600	1,575.00
08/07/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-05	RTSSP for Avenida de la Carlota, CIP #168, Jun '26	301-000-790600	12,275.00
08/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-07-150	Engineer Services, CIP #168, Proj P PDV, Jul '26	301-000-790600	680.00
08/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-07-151	Engineer Serv, CIP #168, Proj P Carlota, Jul '26	301-000-790600	580.00
08/13/2026	AGA ENGINEERS, INC	26179-IN	RTSSP for PDV Pkwy, CIP #168, Jun '26	301-000-790600	8,409.23
			Fund 301 - CARITS Road Fee Program Fund Total:		**69,791.46**
Fund: 306 - Waste & Recycling Fee Fund					
07/08/2026	ECONOMICS, INC.	2024.21	Professional Services, Recycling Program, Mar '26	306-355-700000	12,271.26
07/08/2026	ECONOMICS, INC.	2024.22	Professional Services, Recycling Program, Apr '26	306-355-700000	12,017.07
08/07/2026	ECONOMICS, INC.	2024.24	Prof Svcs, Recycling Program & CalRecycle, Jun '26	306-355-700000	14,615.04
			Fund 306 - Waste & Recycling Fee Fund Total:		**38,903.37**
Fund: 311 - Quimby Act Park In-Lieu Fee (VALH) Fund					
07/08/2026	RJM DESIGN GROUP, INC.	37889	Cabot Park Rehabilitation, CIP #241, May '26	311-000-790600	2,661.95

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
07/08/2026	RJM DESIGN GROUP, INC.	37890	Veeh Ranch & San Remo, CIP #241, May '26	311-000-790600	3,965.15
			Fund 311 - Quimby Act Park In-Lieu Fee (VALH) Fund Total:		**6,627.10**
Fund: 312 - CASp Fee Fund					
07/30/2026	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	063026	Disability Access Fees, Apr-Jun '26	312-000-442000	(133.20)
			Fund 312 - CASp Fee Fund Total:		**(133.20)**
Fund: 600 - Capital Improvement Projects Fund					
07/08/2026	CAT TRACKING INC	220592	Street Name Sign Project, CIP #113	600-000-490100	(19,375.00)
07/08/2026	CAT TRACKING INC	220592	Street Name Sign Project, CIP #113	600-251-950113	19,375.00
07/08/2026	HARTZOG AND CRABILL, INC.	26-0246(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, May '26	600-000-490301	(862.50)
07/08/2026	HARTZOG AND CRABILL, INC.	26-0246(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, May '26	600-251-950168	862.50
07/08/2026	HARTZOG AND CRABILL, INC.	26-0247(HCI#3864)	Traffic Signal Mgmt Svcs, CIP #168, May '26	600-000-490301	(320.00)
07/08/2026	HARTZOG AND CRABILL, INC.	26-0247(HCI#3864)	Traffic Signal Mgmt Svcs, CIP #168, May '26	600-251-950168	320.00
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-079	Engineer Services, CIP #168, May '26	600-000-490301	(1,030.00)
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-079	Engineer Services, CIP #168, May '26	600-251-950168	1,030.00
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-080	Engineer Services, CIP #168, May '26	600-000-490301	(790.00)
07/08/2026	W.G. ZIMMERMAN ENGINEERING,	26-05-080	Engineer Services, CIP #168, May '26	600-251-950168	790.00
07/08/2026	RAMON TOTAL ROOFING	26-1124	Community Center Roof Repairs, Apr '26	600-000-490100	(450.00)
07/08/2026	RAMON TOTAL ROOFING	26-1124	Community Center Roof Repairs, Apr '26	600-255-950513	450.00
07/08/2026	AGA ENGINEERS, INC	26142-IN	RTSSP for PDV Pkwy, CIP #168, May	600-000-490301	(15,285.20)
07/08/2026	AGA ENGINEERS, INC	26142-IN	RTSSP for PDV Pkwy, CIP #168, May	600-251-950168	15,285.20
07/08/2026	KIMLEY-HORN AND ASSOCIATES INC	36003851	Fiber Coordination Project, CIP #168, May '26	600-000-490301	(1,780.00)
07/08/2026	KIMLEY-HORN AND ASSOCIATES INC	36003851	Fiber Coordination Project, CIP #168, May '26	600-251-950168	1,780.00
07/08/2026	RJM DESIGN GROUP, INC.	37889	Cabot Park Rehabilitation, CIP #241, May '26	600-000-490311	(2,661.95)
07/08/2026	RJM DESIGN GROUP, INC.	37889	Cabot Park Rehabilitation, CIP #241, May '26	600-252-950241	2,661.95
07/08/2026	RJM DESIGN GROUP, INC.	37890	Veeh Ranch & San Remo, CIP #241, May '26	600-000-490311	(3,965.15)
07/08/2026	RJM DESIGN GROUP, INC.	37890	Veeh Ranch & San Remo, CIP #241, May '26	600-252-950241	3,965.15
07/08/2026	JAMEY CLARK, INC.	77996	Community Center Carpet Repair, CIP #513, Jun '26	600-000-490100	(2,747.37)
07/08/2026	JAMEY CLARK, INC.	77996	Community Center Carpet Repair, CIP #513, Jun '26	600-255-950513	2,747.37
07/08/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-04	RTSSP for Avenida de la Carlota, CIP #168, May '26	600-000-490301	(15,531.78)
07/08/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-04	RTSSP for Avenida de la Carlota, CIP #168, May '26	600-251-950168	15,531.78
08/06/2026	GA TECHNICAL SERVICES, INC.	Pay Request #6 - Invoice 1	Electrical Upgrades Project, CIP #520, Jun '26	600-000-490100	(26,612.51)
08/06/2026	GA TECHNICAL SERVICES, INC.	Pay Request #6 - Invoice 1	Electrical Upgrades Project, CIP #520, Jun '26	600-255-950520	26,612.51
08/07/2026	PSOMAS	237060	PDV and Cabot Road, CIP #191, 5/1/26 - 6/30/26	600-000-490100	(2,167.50)
08/07/2026	PSOMAS	237060	PDV and Cabot Road, CIP #191, 5/1/26 - 6/30/26	600-251-950191	2,167.50
08/07/2026	HARTZOG AND CRABILL, INC.	26-0282(HCI#3864)	Traffic Signal Mgmt Svcs, CIP #168, Jun '26	600-000-490301	(160.00)
08/07/2026	HARTZOG AND CRABILL, INC.	26-0282(HCI#3864)	Traffic Signal Mgmt Svcs, CIP #168, Jun '26	600-251-950168	160.00
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-102	Engineer Services, CIP #168, Jun '26	600-000-490301	(7,566.75)
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-102	Engineer Services, CIP #168, Jun '26	600-251-950168	7,566.75
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-103	Engineer Services, CIP #168, Jun '26	600-000-490301	(1,196.00)

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-103	Engineer Services, CIP #168, Jun '26	600-251-950168	1,196.00
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-105	Engineer Services, CIP #168, Jun '26	600-000-490301	(1,750.00)
08/07/2026	W.G. ZIMMERMAN ENGINEERING,	26-06-105	Engineer Services, CIP #168, Jun '26	600-251-950168	1,750.00
08/07/2026	HARTZOG AND CRABILL, INC.	26-281(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Jun '26	600-000-490301	(1,575.00)
08/07/2026	HARTZOG AND CRABILL, INC.	26-281(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Jun '26	600-251-950168	1,575.00
08/07/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-05	RTSSP for Avenida de la Carlota, CIP #168, Jun '26	600-000-490301	(12,275.00)
08/07/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-05	RTSSP for Avenida de la Carlota, CIP #168, Jun '26	600-251-950168	12,275.00
08/13/2026	PSOMAS	235039	PDV and Cabot Road, CIP #191, 3/27/26 - 5/14/26	600-000-490100	(60,920.00)
08/13/2026	PSOMAS	235039	PDV and Cabot Road, CIP #191, 3/27/26 - 5/14/26	600-251-950191	60,920.00
08/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-07-150	Engineer Services, CIP #168, Proj P PDV, Jul '26	600-000-490301	(680.00)
08/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-07-150	Engineer Services, CIP #168, Proj P PDV, Jul '26	600-251-950168	680.00
08/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-07-151	Engineer Serv, CIP #168, Proj P Carlota, Jul '26	600-000-490301	(580.00)
08/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-07-151	Engineer Serv, CIP #168, Proj P Carlota, Jul '26	600-251-950168	580.00
08/13/2026	AGA ENGINEERS, INC	26179-IN	RTSSP for PDV Pkwy, CIP #168, Jun '26	600-000-490301	(8,409.23)
08/13/2026	AGA ENGINEERS, INC	26179-IN	RTSSP for PDV Pkwy, CIP #168, Jun '26	600-251-950168	8,409.23
			Fund 600 - Capital Improvement Projects Fund Total:		-
				Grand Total:	**5,323,199.96**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	5,048,987.50
212 - Measure M2 Fund	153,271.73
221 - Senior Mobility Program Fund	5,752.00
301 - CARITS Road Fee Program Fund	69,791.46
306 - Waste & Recycling Fee Fund	38,903.37
311 - Quimby Act Park In-Lieu Fee (VALH) Fund	6,627.10
312 - CASp Fee Fund	(133.20)
600 - Capital Improvement Projects Fund	-
Grand Total:	**5,323,199.96**

Account Summary

Account Number	Account Name	Payment Amount
100-000-120000	Accounts Receivable	14.10
100-000-140000	Prepaid Items	51,884.95
100-000-201001	Accounts Payable - Retent	(2,299.38)
100-000-221001	SMIP - Residential	284.47
100-000-221002	SMIP - Commercial	291.20
100-000-221003	Moulton Fees	290.61
100-000-221004	CARITS Road Fees	1,930.95
100-000-221005	SJHTC A Fees	1,366.49
100-000-221006	SJHTC B Fees	978.95
100-000-221011	Building Standards Fee	566.00
100-000-221012	SB1186 ADA CASp Fees	148.00
100-000-222000	Refundable Deposits	1,100.00
100-000-223000	Plan Application Deposit	167,067.19
100-000-227001	Security Deposit - Waste F	4,828.50
100-000-228001	Swimming Pool Construct	500.00
100-000-442000	Building Related Permits	715.75
100-000-442005	Plan Check Fees	1,534.00
100-000-790600	Transfers Out to Capital Ir	112,272.38
100-155-610000	Memberships & Subscript	920.00
100-155-610004	Memberships - LAFCO	5,471.40
100-155-610005	Memberships - SCAG	4,704.00
100-155-622000	Operating Supplies	1,617.35
100-155-624001	Advertising - Legal	21,603.51
100-155-695000	Community Assistance & I	8,000.00
100-155-700010	Legal Services - General C	47,398.70
100-155-700011	Legal Services - Litigation	48.80
100-155-700030	Professional Services - Cit	2,015.29
100-195-610000	Memberships & Subscript	55.00
100-195-617000	Recruitment	301.00
100-195-622000	Operating Supplies	3,343.53
100-195-623000	Printing & Mailing	5,245.96
100-195-630000	Communications	10,286.89
100-195-641200	Copier Leases	3,387.04
100-195-646000	Equipment Maintenance &	2,762.01
100-195-690300	CJPIA Insurance	192,375.00
100-195-700090	IT Contract Services & Sup	110,589.14
100-195-940000	Computer Hardware	18,568.58
100-225-610000	Memberships & Subscript	34.84
100-225-622000	Operating Supplies	22.38
100-225-623000	Printing & Mailing	97.08
100-225-646100	Vehicles - Fuel & Mainten	373.60
100-225-700000	Professional Services - Bui	45,571.40
100-310-610000	Memberships & Subscript	60.00
100-310-611000	Training, Conferences, & I	350.86
100-310-622000	Operating Supplies	1,451.12

Account Summary

Account Number	Account Name	Payment Amount
100-310-622500	Program & League Supplie	1,197.28
100-310-624500	Printing & Advertising	1,408.54
100-310-630000	Communications	1,437.06
100-310-631000	Utilities - Electric	14,999.89
100-310-632000	Utilities - Gas	52.80
100-310-635000	Utilities - Water	1,006.24
100-310-641000	Equipment Rentals & Leas	341.83
100-310-645500	Facility Maintenance & Re	20,560.31
100-310-646100	Vehicles - Fuel & Mainten	645.62
100-310-690501	Facility Rentals - Insuranc	1,387.50
100-310-695000	Community Assistance & I	2,558.00
100-310-695500	Special Events - Program S	16,650.48
100-310-695507	Marathon 5k	48,265.08
100-310-695508	July Fourth Celebration	25,385.85
100-310-695512	Movies in the Park	5,610.68
100-310-695513	Concerts	11,350.00
100-310-720302	Contract Services - Homel	11,923.17
100-310-721500	Contract Services - Progra	39,332.30
100-310-721505	Contract Services - Janitor	34,078.62
100-355-622000	Operating Supplies	76.07
100-355-623000	Printing & Mailing	920.73
100-355-630000	Communications	438.02
100-355-631000	Utilities - Electric	15,660.73
100-355-635000	Utilities - Water	88,453.24
100-355-645500	Facility Maintenance & Re	28,009.11
100-355-646100	Vehicles - Fuel & Mainten	116.99
100-355-696000	NPDES Permits & Fees	7,769.99
100-355-700000	Professional Services	39,152.92
100-355-700250	On-Call Services	22,929.05
100-355-700255	Improvement Inspections	19,670.00
100-355-720401	Other Public Works Maint	28,976.28
100-355-720500	Graffiti Removal	16,558.54
100-355-720700	Landscape Maintenance	302,438.13
100-355-720701	Parks Maintenance & Rep	27,804.22
100-355-720702	Tree Maintenance	27,720.20
100-355-910000	Furniture & Equipment	1,535.43
100-356-631400	MOE - Electric (Streetlight	52,086.44
100-356-631900	MOE - Electric (On-Bill Fin	9,023.75
100-356-700101	MOE - Traffic Engineer Se	42,715.67
100-356-720420	MOE - Traffic Signal Maint	86,442.01
100-420-610000	Memberships & Subscript	101.15
100-420-622000	Operating Supplies	1,573.09
100-420-646000	Equipment Maintenance &	8,596.36
100-420-695000	Community Assistance & I	1,010.00
100-420-720000	Contract Services	112,550.00
100-420-720401	Animal Care & Shelter Ser	88,156.00
100-420-720800	Law Enforcement Contrac	2,910,079.18
100-420-720822	Crossing Guard Services	8,099.84
100-420-720823	Parking Citation Processin	5,531.22
100-420-720835	Fingerprint Identification	1,008.00
100-420-720850	Private Security Patrol	24,474.00
100-420-910000	Furniture & Equipment	991.25
212-355-720400	Street Maintenance	120,163.91
212-355-720410	Street Sweeping	33,107.82
221-310-720000	Contract Services	5,752.00
301-000-790600	Transfers Out to Capital Ir	69,791.46
306-355-700000	Professional Services	38,903.37
311-000-790600	Transfers Out to Capital Ir	6,627.10

Account Summary

Account Number	Account Name	Payment Amount
312-000-442000	Building Related Permits	(133.20)
600-000-490100	Transfers In from General	(112,272.38)
600-000-490301	Transfers In from CARITS F	(69,791.46)
600-000-490311	Transfers In from Quimby	(6,627.10)
600-251-950113	Street Name Signs	19,375.00
600-251-950168	Traffic Signal Improvemer	69,791.46
600-251-950191	PDV Active Transportatior	63,087.50
600-252-950241	General Park Renovations	6,627.10
600-255-950513	Community Center Renov	3,197.37
600-255-950520	Community Center Electri	26,612.51
	Grand Total:	**5,323,199.96**

Project Account Summary

Project Account Key	Payment Amount
None	5,323,199.96
Grand Total:	**5,323,199.96**

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Treasurer's Investment Report for June 2026

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

Background:

The Treasurer's Investment Report for the month of June 2026 is submitted herewith. The City's total portfolio as of June 30, 2026, was $33,485,745. 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 $33,390,408. Restricted cash and investments totaled $95,337, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of June was $99,579. Fiscal Year 2025/2026 year-to-date pooled cash interest earnings of $1,113,550 is 134% of the annual budget of $828,600.

The average yield on the City's total portfolio for the month of June was 3.67%, compared to the prior month of 3.69%. The slightly declining yield in June, as compared to the past few months, reflects a cautious approach by the Federal Reserve to consider future interest rate actions. 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 June 2026

City of Laguna Hills
Treasurer's Investment Report
June 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	$ 11,220,451	$ 11,220,451	$ 11,703,581	34%	50%	3.51%
Petty Cash (City Hall)	500	500	500	0%	n/a	0.00%
Fiscal Agent Cash - Employee FSA	9,145	9,145	9,145	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	102,092	102,094	102,094	0%	100%	3.81%
Investment Trust of California (CalTRUST)	22,058,218	22,058,218	21,990,458	66%	100%	3.77%
	33,390,406	33,390,408	33,805,778	100%		3.68%
Restricted & Designated Cash						
Fiscal Agent Cash - Essex Civic Center Mgmt	95,337	95,337	75,483	n/a	n/a	0.00%
	95,337	95,337	75,483			0.00%
Totals	$ 33,485,743	$ 33,485,745	$ 33,881,261			3.67%

Pooled Cash & Investment - Interest Earnings

For the month of June 2026	$ 99,579
FY 2025-26 to Date	1,113,550
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 6/30/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	22,291,751.98	(105,620.65)	22,186,131.33
210-000-101210	Claim on Cash - Gas Tax (HUTA)	1,562,520.81	39,867.18	1,602,387.99
211-000-101211	Claim on Cash - Gas Tax (RMRA)	1,798,314.59	72,516.24	1,870,830.83
212-000-101212	Claim on Cash - Measure M2	326,800.69	(13,430.55)	313,370.14
214-000-101214	Claim on Cash - AB 2766	159,499.71	-	159,499.71
221-000-101221	Claim on Cash - Senior Mobility Program	301,266.29	(5,107.53)	296,158.76
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,104,809.89	(28,110.59)	1,076,699.30
305-000-101305	Claim on Cash - Beverage Recycling	21,972.94	(9,325.00)	12,647.94
306-000-101306	Claim on Cash - Waste & Recycling Fee	58,435.93	15,360.17	73,796.10
307-000-101307	Claim on Cash - C&D Forfeited Deposits	440,616.11	-	440,616.11
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VALI	3,660,109.87	-	3,660,109.87
312-000-101312	Claim on Cash - CASp Fee	38,667.22	-	38,667.22
322-000-101322	Claim on Cash - Water Conservation	400,601.46	-	400,601.46
401-000-101401	Claim on Cash - Public Art	464,561.10	(199,000.00)	265,561.10
421-000-101421	Claim on Cash - SLESF	167,220.63	(42,500.00)	124,720.63
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		33,367,233.42	(272,987.73)	33,094,245.69

Reconciling items (outstanding checks and deposits in transit): 296,162.31

Pooled Cash & Investments Book Value: 33,390,408.00

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

ACCOUNT NUMBER: [redacted]

STATEMENT PERIOD
06/01/26 TO 06/30/26

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	11,703,580.59
DEPOSITS	3,256,481.89
WITHDRAWALS	3,771,430.94-
MUTUAL FUND DIVIDENDS	31,819.90
ENDING BALANCE	11,220,451.44

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

CHECKING ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS		.00
87	CUSTOMER DEPOSITS	1,192,356.52
156	OTHER WITHDRAWALS	1,707,305.57-
8	SHARE PURCHASES	774,205.41-
13	SHARE REDEMPTIONS	1,289,919.96
YOUR ENDING BALANCE WAS		765.50

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
JUN 01	REMOTE DEPOSIT		3,337.56
JUN 01	ZERO BALANCE TXFR FROM DDA ACCT [redacted]		4,454.00
JUN 01	CCD County of Orange EDI PYMNT 05280023882		4,880.90
JUN 01	CCD AMS INC MERCH DEP 17730300707		14,109.89
JUN 01	INV CR TRANSFER		57,654.23
JUN 02	CHECK DEPOSIT PACKAGE		161.00
JUN 02	CCD AMS INC MERCH DEP 17730303701		1,019.19
JUN 02	REMOTE DEPOSIT		1,327.00
JUN 02	CCD City of Laguna H Settlement 27201542306		1,791.74
JUN 02	CCD AMS INC MERCH DEP 17730300707		2,533.80

MEMBER FDIC

CalTRUST
50 Iron Point Circle, Suite 140
Folsom, CA 95630
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

06/01/2026 through 06/30/2026

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Jun 30 ($)	Value on Jun 30 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
CITY OF LAGUNA HILLS	[redacted]					
CalTRUST Liquidity Fund	[redacted]	22,058,217.610	1.00	22,058,217.61	22,058,217.61	0.00
	Portfolios Total value as of 06/30/2026			**22,058,217.61**		

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	06/01/2026			21,990,458.100	1.00	21,990,458.10		
Accrual Income Div Reinvestment	**06/30/2026**	**67,759.51**	**67,759.510**	**22,058,217.610**	**1.00**	**22,058,217.61**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**Jun 30**			**22,058,217.610**	**1.00**	**22,058,217.61**		

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.

Official website of the State of California

State of California
Office of the
State Treasurer

LAIF Monthly Statements

LAIF Monthly Statement

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

LAIF Account #: [redacted]
June 2026 Statement

No transactions were found for this reporting period.

Account Summary

Beginning Balance:	102,093.93
Total Deposit:	0.00
Total Withdrawal:	0.00
Ending Balance:	102,093.93

Invesco Treasury Portfolio

Short-Term Investments Trust

Data as of June 30, 2026
Corporate Class

Fund Information

Inception	August 01, 2005
CUSIP	825252570
NASDAQ	TYCXX
Total Net Assets Reflects all classes of the portfolio.	$43.50 billion
Weighted Average Maturity (WAM)	47 days
Weighted Average Life (WAL)	108 days

SEC Portfolio Liquidity Requirements (%)

1-day	72.52
7-day	96.95

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.

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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.

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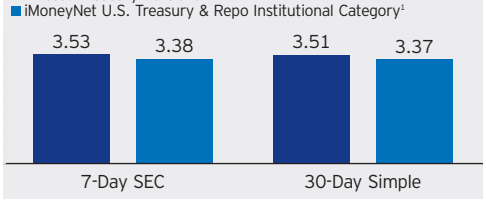
- The fund aims to preserve capital, maintain liquidity and produce a competitive yield.

Yields (%)

as of June 30, 2026



Average Annual Total Returns (%)

as of June 30, 2026

Period	(%)
Inception	1.70
10 Years	2.24
5 Years	3.52
3 Years	4.58
1 Year	3.81

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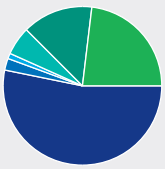
Portfolio Composition (%) [3]

SEC Investment Category	(%)
U.S. Treasury Repurchase Agreement	58.2
U.S. Treasury Debt	41.8

Maturity Schedule (%)



Days to maturity	(%)
1-7	53.2
8-30	2.4
31-60	1.1
61-90	5.8
91-180	14.4
181+	23.1

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

Simple Monthly Yields

as of June 30, 2026

Period	(%)
June 2026	3.51
May	3.49
April	3.52
March	3.52
February	3.54
January	3.56
December	3.66
November	3.81
October	3.94
September	4.04
August	4.15
July 2025	4.19

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).

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CALTRUST
A PUBLIC AGENCY

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

Yield and NAV

Fund Name
CalTRUST Liquidity Fund

Start Date - End Date
6/23/2026 – 6/30/2026

Export (8)

Period Date	NAV	Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
6/23/26	$1.00	$315,664.63	3,064,254,239.490	$3,064,316,358.56	3.76%	3.76%
6/24/26	$1.00	$349,429.42	3,413,349,673.620	$3,413,411,792.69	3.74%	3.75%
6/25/26	$1.00	$344,771.27	3,359,814,655.870	$3,359,876,783.83	3.75%	3.75%
6/26/26	$1.00	$332,914.17	3,250,074,655.870	$3,250,136,783.83	3.74%	3.75%
6/27/26	$1.00	$331,914.79	3,250,074,655.870	$3,250,136,783.83	3.73%	3.75%
6/28/26	$1.00	$331,915.32	3,250,074,655.870	$3,250,136,783.83	3.73%	3.74%
6/29/26	$1.00	$287,215.63	2,796,146,156.780	$2,796,208,284.74	3.75%	3.74%
6/30/26	$1.00	$283,364.36	2,743,676,156.780	$2,743,738,284.74	3.77%	3.74%

PMIA/LAIF Performance Report as of 07/08/26

Quarterly Performance Quarter Ended 03/31/26

LAIF Apportionment Rate[(2)]:	3.98
LAIF Earnings Ratio[(2)]:	0.00010906180047888
LAIF Administrative Cost[(1)*]:	0.24
LAIF Fair Value Factor[(1)]:	0.999980831
PMIA Daily[(1)]:	3.82
PMIA Quarter to Date[(1)]:	3.92
PMIA Average Life[(1)]:	261

PMIA Average Monthly Effective Yields[(1)]

June	**3.816**
May	3.810
April	3.811
March	3.826
February	3.871
January	3.931

Pooled Money Investment Account Monthly Portfolio Composition [(1)] 05/31/26 $177.4 billion

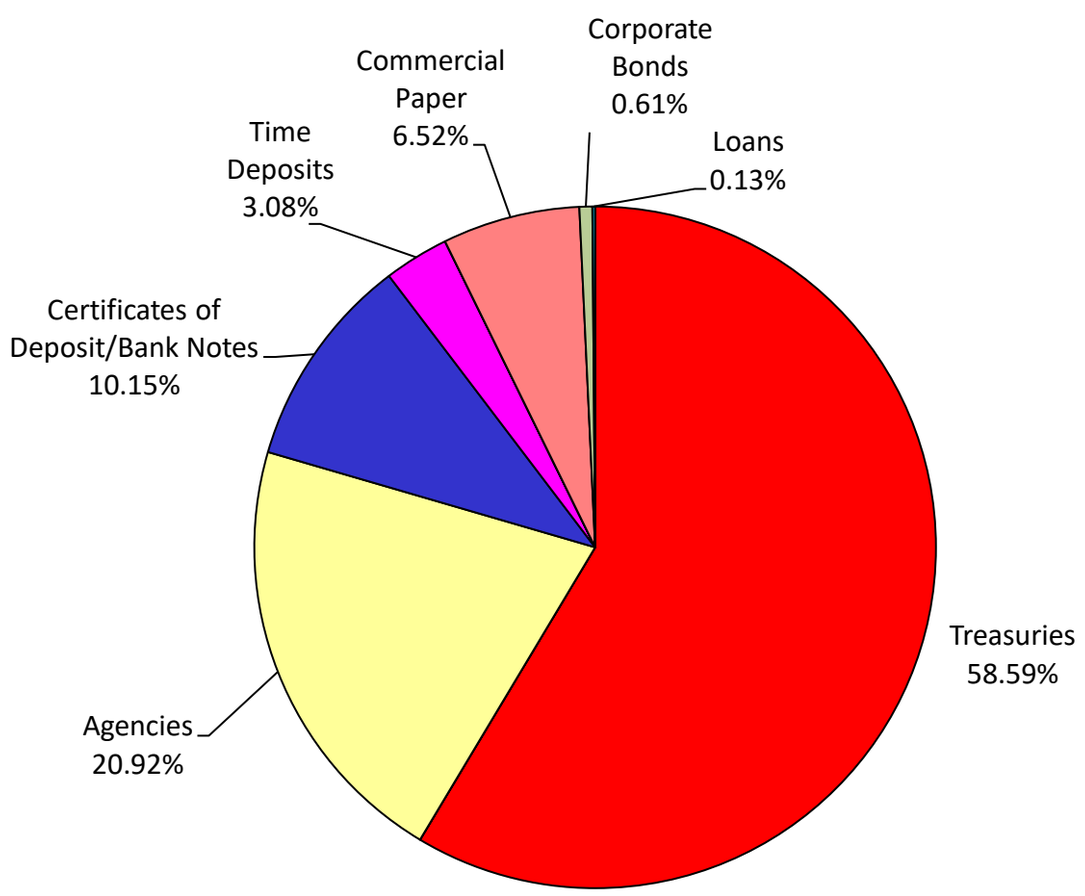

Chart does not include $776,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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: August 25, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Treasurer's Investment Report for July 2026

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

Background:

The Treasurer's Investment Report for the month of July 2026 is submitted herewith. The City's total portfolio as of July 31, 2026, was $30,400,076. 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 $30,292,537. Restricted cash and investments totaled $107,539, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of July was $99,609. Fiscal Year 2026/2027 year-to-date pooled cash interest earnings of $99,609 is 12% of the annual budget of $805,000.

The average yield on the City's total portfolio for the month of July was 3.75%, compared to the prior month of 3.67%. The slightly improved yield in July reflects a steadying of interest rates by the Federal Reserve. The City has budgeted conservatively in its expectation of interest earnings, given the current economic conditions.

Fiscal Impact:

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

Attachments:

1. Treasurer's Report July 2026

City of Laguna Hills
Treasurer's Investment Report
July 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	$ 8,055,425	$ 8,055,425	$ 11,220,451	27%	50%	3.54%
Petty Cash (City Hall)	500	500	500	0%	n/a	0.00%
Fiscal Agent Cash - Employee FSA	4,776	4,776	9,145	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	102,974	103,091	102,094	0%	100%	3.84%
Investment Trust of California (CalTRUST)	22,128,746	22,128,746	22,058,218	73%	100%	3.84%
	30,292,420	30,292,537	33,390,408	100%		3.76%
Restricted & Designated Cash						
Fiscal Agent Cash - Essex Civic Center Mgmt	107,539	107,539	95,337	n/a	n/a	0.00%
	107,539	107,539	95,337			0.00%
Totals	$ 30,399,959	$ 30,400,076	$ 33,485,745			3.75%

Pooled Cash & Investment - Interest Earnings

For the month of July 2026	$ 99,609
FY 2026-27 to Date	99,609
FY 2026-27 Budget	805,000

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 7/31/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	22,186,131.33	(3,188,221.78)	18,997,909.55
210-000-101210	Claim on Cash - Gas Tax (HUTA)	1,602,387.99	70,763.80	1,673,151.79
211-000-101211	Claim on Cash - Gas Tax (RMRA)	1,870,830.83	72,980.85	1,943,811.68
212-000-101212	Claim on Cash - Measure M2	313,370.14	52,187.72	365,557.86
214-000-101214	Claim on Cash - AB 2766	159,499.71	-	159,499.71
221-000-101221	Claim on Cash - Senior Mobility Program	296,158.76	3,670.94	299,829.70
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,076,699.30	(35,599.48)	1,041,099.82
305-000-101305	Claim on Cash - Beverage Recycling	12,647.94	-	12,647.94
306-000-101306	Claim on Cash - Waste & Recycling Fee	73,796.10	(24,288.33)	49,507.77
307-000-101307	Claim on Cash - C&D Forfeited Deposits	440,616.11	-	440,616.11
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VALI	3,660,109.87	(6,627.10)	3,653,482.77
312-000-101312	Claim on Cash - CASp Fee	38,667.22	133.20	38,800.42
322-000-101322	Claim on Cash - Water Conservation	400,601.46	-	400,601.46
401-000-101401	Claim on Cash - Public Art	265,561.10	-	265,561.10
421-000-101421	Claim on Cash - SLESF	124,720.63	-	124,720.63
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		33,094,245.69	(3,055,000.18)	30,039,245.51

Reconciling items (outstanding checks and deposits in transit): 253,291.49

Pooled Cash & Investments Book Value: 30,292,537.00

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

ACCOUNT NUMBER: [redacted]

STATEMENT PERIOD
07/01/26 TO 07/31/26

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	11,220,451.44
DEPOSITS	6,518,278.51
WITHDRAWALS	9,712,385.65-
MUTUAL FUND DIVIDENDS	29,080.43
ENDING BALANCE	8,055,424.73

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		765.50
84	CUSTOMER DEPOSITS	1,781,579.71
174	OTHER WITHDRAWALS	4,975,686.85-
9	SHARE PURCHASES	771,678.58-
13	SHARE REDEMPTIONS	3,965,020.22
YOUR ENDING BALANCE WAS		.00

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
JUL 01	CCD AMS INC MERCH DEP 17730300707		3,133.85
JUL 01	ZERO BALANCE TXFR FROM DDA ACCT [redacted]		9,570.00
JUL 01	REMOTE DEPOSIT		75,953.89
JUL 01	ZERO BALANCE TXFR TO DDA ACCT [redacted]	105,551.72	
JUL 01	INV CR TRANSFER		136,071.13
JUL 02	CHECK DEPOSIT PACKAGE		50.00
JUL 02	REMOTE DEPOSIT		480.00
JUL 02	CCD AMS INC MERCH DEP 17730303701		1,019.19
JUL 02	ZERO BALANCE TXFR FROM DDA ACCT [redacted]		1,260.00
JUL 02	CCD AMS INC MERCH DEP 17730300707		1,757.40

CalTRUST
50 Iron Point Circle, Suite 140
Folsom, CA 95630
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

07/01/2026 through 07/31/2026

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Jul 31 ($)	Value on Jul 31 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
CITY OF LAGUNA HILLS	[redacted]					
CalTRUST Liquidity Fund	[redacted]	22,128,745.830	1.00	22,128,745.83	22,128,745.83	0.00
	Portfolios Total value as of 07/31/2026			**22,128,745.83**		

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	07/01/2026			22,058,217.610	1.00	22,058,217.61		
Accrual Income Div Reinvestment	**07/31/2026**	**70,528.22**	**70,528.220**	**22,128,745.830**	**1.00**	**22,128,745.83**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**Jul 31**			**22,128,745.830**	**1.00**	**22,128,745.83**		

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.

Official website of the State of California

State of California
Office of the
State Treasurer

LAIF Monthly Statements

LAIF Monthly Statement

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

LAIF Account #: [redacted]
July 2026 Statement

Effective Date	TXN Date	TXN Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/15/2026	7/14/2026	QRD	1804246	N/A	SYSTEM	996.62

Account Summary

Beginning Balance:	102,093.93
Total Deposit:	996.62
Total Withdrawal:	0.00
Ending Balance:	103,090.55

Invesco Treasury Portfolio

Short-Term Investments Trust

Data as of July 31, 2026
Corporate Class

Fund Information

Inception	August 01, 2005
CUSIP	825252570
NASDAQ	TYCXX
Total Net Assets Reflects all classes of the portfolio.	$48.35 billion
Weighted Average Maturity (WAM)	54 days
Weighted Average Life (WAL)	106 days

SEC Portfolio Liquidity Requirements (%)

1-day	77.18
7-day	96.37

Ratings[2]

Standard & Poor's	AAAm
Moody's	Aaa-mf

NAIC Requirements

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

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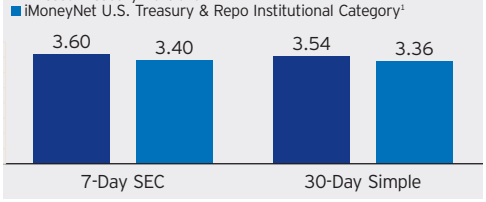
as of July 31, 2026



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as of July 31, 2026

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10 Years	2.27
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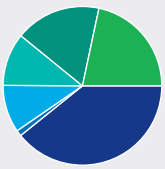
U.S. Treasury Repurchase Agreement	47.8

Maturity Schedule (%)



Days to maturity	(%)
1-7	39.3
8-30	1.2
31-60	9.7
61-90	10.8
91-180	17.5
181+	21.7

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Simple Monthly Yields

as of July 31, 2026

Period	(%)
July 2026	3.54
June	3.51
May	3.49
April	3.52
March	3.52
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January	3.56
December	3.66
November	3.81
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August 2025	4.15

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CALTRUST
A PUBLIC AGENCY

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

Yield and NAV

Fund Name
CalTRUST Liquidity Fund

Start Date - End Date
7/23/2026 – 7/31/2026

Export (9)

Period Date	NAV	Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
7/23/26	$1.00	$284,163.01	2,756,363,515.340	$2,756,404,452.52	3.76%	3.75%
7/24/26	$1.00	$280,036.49	2,721,203,515.340	$2,721,244,452.52	3.76%	3.75%
7/25/26	$1.00	$280,854.97	2,721,203,515.340	$2,721,244,452.52	3.77%	3.75%
7/26/26	$1.00	$280,855.60	2,721,203,515.340	$2,721,244,452.52	3.77%	3.76%
7/27/26	$1.00	$275,822.50	2,672,955,855.340	$2,672,996,792.52	3.77%	3.76%
7/28/26	$1.00	$266,822.52	2,565,988,420.620	$2,566,029,357.80	3.80%	3.77%
7/29/26	$1.00	$267,911.56	2,575,823,420.620	$2,575,864,357.80	3.80%	3.77%
7/30/26	$1.00	$262,987.32	2,530,310,366.170	$2,530,351,303.35	3.79%	3.78%
7/31/26	$1.00	$246,062.93	2,352,640,366.170	$2,352,681,303.35	3.82%	3.79%

PMIA/LAIF Performance Report as of 08/12/26

Quarterly Performance Quarter Ended 06/30/26

LAIF Apportionment Rate[2]:	3.92
LAIF Earnings Ratio[2]:	0.00010743238142967
LAIF Administrative Cost[1]*:	0.22
LAIF Fair Value Factor[1]:	0.998872382
PMIA Daily[1]:	3.83
PMIA Quarter to Date[1]:	3.81
PMIA Average Life[1]:	269

PMIA Average Monthly Effective Yields[1]

July	**3.84**
June	3.816
May	3.810
April	3.811
March	3.826
February	3.871

Pooled Money Investment Account Monthly Portfolio Composition [1] 06/30/26 $193.1 billion

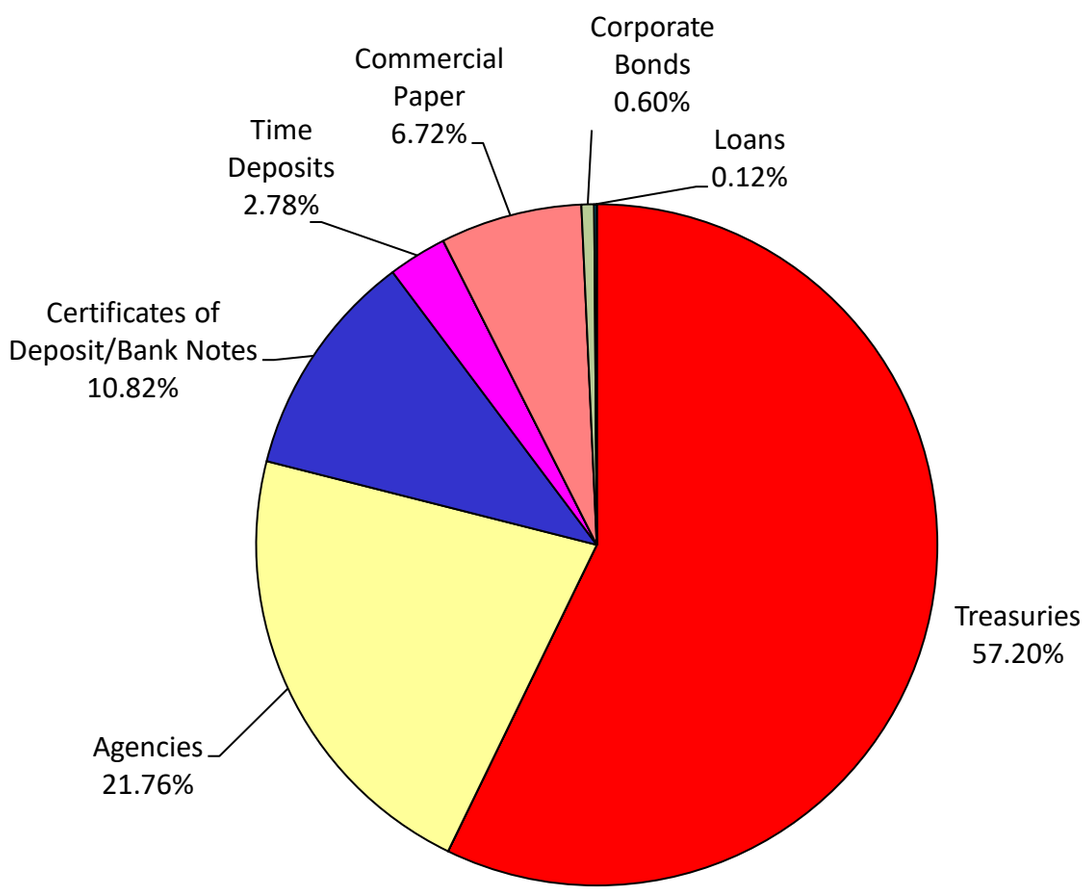


Chart does not include $749,000.00 in mortgages, which equates to 0.0004%. Percentages may not total 100% due to rounding.

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: August 25, 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 April 1 through June 30, 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 $209,140.55. 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: April 1 to June 30, 2026

City of Laguna Hills
Informal Bidding Ordinance: Quarterly Report of Negotiated Contracts - Paid Invoices
April 1 to June 30, 2026

Vendor	Invoice No.	Date	Amount	Account No.	Description of Services
INVOICES					
Jamey Clark, Inc.	77624	3/18/2026	$6,117.50	100-355-720701 (Parks Maintenance)	Beckenham Park repair rubber surface
Jamey Clark, Inc.	77820	5/18/2026	$5,750.00	100-355-720.500 (Graffiti Removal)	Community Center restroom painting
Jamey Clark, Inc.	77865	5/27/2026	$9,325.00	100-355-720701 (Parks Maintenance)	Drinking fountain replacement Beckenham Park
Jamey Clark, Inc.	77950	6/17/2026	$6,175.00	600-250-950.505 (Civic Center Improvements)	City Hall Planter stone and stucco repair
Nieves Landscape, LLC	84346	4/6/2026	$8,166.65	100-355-720700 (Landscape Maintenance)	Landscape Maintenance
Ontario Refrigeration	PRJ26045-01	5/19/2026	$18,375.00	600-250-950.505 (Civic Center Improvements)	Replace 3 ton heat pump Ste 201
QCP	211490	6/25/2026	$5,804.45	100-355-720-401 (Public Works Other Maint)	PDV and Los Alisos Bus Stop Waste Containers
Quickel Paving	129516	4/14/2026	$54,995.00	100-355-720401 (Public Works Other Maint)	Community Center Bike Trail Asphalt Repairs
Quickel Paving	129582	5/12/2026	$12,700.00	100-255-720701 (Parks Contract Repair)	R&R sidewalk at Stockport Park
Quickel Paving	129600	5/20/2026	$8,990.00	100-255-720701 (Parks Contract Repair)	Mendocino Park sidewalk repairs
Quickel Paving	129601	5/20/2026	$6,395.00	100-255-720701 (Parks Contract Repair)	Mandeville Park sidewalk repairs
Quickel Paving	129581	5/11/2026	$12,895.00	100-255-720701 (Parks Contract Repair)	Santa Vittoria Park sidewalk repairs
RJ Electric	79186B.01	5/14/2026	$6,640.00	355-645-500 (Facilities and Maintenance)	Move Panel AV to Generator
RJ Electric	7914T.001	6/29/2026	$9,000.00	355-720.701 (Parks Contract Repair)	Repair and Replaced Damaged Pedestal Stockport Park
Specialty Mowing Services, Inc.	2254	4/8/2026	$37,811.95	100-355-720703 (Weed Abatement)	Paseo de Valencia Juniper Removal - All Species
		TOTAL	**$209,140.55**		

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Approval of Amended Memorandum of Understanding with SDRMA for Employee Health Insurance Program

Recommendation: That the City Council approve the Resolution authorizing continued participation in SDRMA's Health Insurance Program and authorize City Staff to sign the amended Memorandum of Understanding.

Background:

The City of Laguna Hills provides health insurance options to eligible employees, an employment practice common amongst private and public employers. Since 2011, the City has used the Special District Risk Management Authority (SDRMA) as its provider of health insurance options. SDRMA is a public agency formed under California Government Code Section 6500 et seq. and provides a full-service risk management program for California's local governments. SDRMA is a member of Public Risk Innovation, Solutions, and Management (PRISM), which is a member-directed risk sharing pool of public agencies committed to providing risk coverage programs and risk management services.

To join the SDRMA and PRISM health insurance programs, public agencies must adopt a Resolution and sign a Memorandum of Understanding (MOU). The MOU acts as an agreement between the public agency and SDRMA, and simply dictates the legal terms of the arrangement. The most recent amended MOU was approved by the City Council in 2019.

At the SDRMA Board of Director's meeting on June 24, 2026, the Board determined that it was necessary to amend the MOU to clarify legal definitions. The revisions primarily clarify that SDRMA serves as the administrator of the PRISM program, shifts substantive authority to PRISM, expressly recognizes

potential assessments and withdrawal rules, and requires arbitration in Sacramento. The MOU incorporates the following documents by reference: Administrative Guidelines, Underwriting Rules, Participation Agreement, Coverage Documents, and Eligibility Rules. A more robust summary of language changes has been included as an attachment.

Staff is recommending continued participation in the SDRMA health insurance program. If the City Council does not approve the Resolution and MOU, then the City would be forced to find a new provider of health insurance programs for eligible employees.

Fiscal Impact:

There is no fiscal impact by approving this amended MOU. The cost of health insurance premiums is not affected by approving the amended MOU.

Attachments:

1. Resolution 2026-08-25-X Health Benefits MOU
2. Amended SDRMA Health Benefits MOU
3. Redlined version - MOU for Health Benefits
4. Correspondence from SDRMA
5. Summary of Revised Language in Amended MOU

RESOLUTION NO. 2026-08-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM

WHEREAS, the City of Laguna Hills (the “City”), a public agency duly organized and existing under and by virtue of the laws of the State of California, has determined that it is in the best interest and to the advantage of the City to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.,* for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the City to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

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

SECTION 1. Findings. The City Council hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the City.

SECTION 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the City and the Authority, in the form presented at this meeting and on file with the City Clerk, is hereby approved. The City Council and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Authority the Memorandum of Understanding. The Authorized Officer for the City shall be the City Manager, or his designee.

SECTION 3. Program Participation. The City Council approves participating in the Special District Risk Management Authority's Health Benefits Program.

SECTION 4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

SECTION 5. Other Actions. The Authorized Officers of the City are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

SECTION 6. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 25th day of August 2026.

_____
DONALD CASKEY, MAYOR

ATTEST:

_____
JOSHUA STEVENSON, CITY CLERK

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

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-08-25-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
JOSHUA STEVENSON, CITY CLERK

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE**.** ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.

3. ENTRY INTO PROGRAM**.** ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.

4. MAINTENANCE OF EFFORT**.** Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. BENEFITS. Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

   If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

   After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.

9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of

Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.

14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.

16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____ By: _____

Special District Risk
Management Authority

Dated: _____ By: _____

ENTITY Name

Tel 800.537.7790
Fax 916.231.4111
www.sdrma.org

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the ~~Public Risk Innovation, Solutions and Management~~ (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "P~~ROGRAM~~rogram"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the P~~ROGRAM~~rogram (the "C~~OMMITTEE~~ommittee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the P~~ROGRAM~~rogram, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be

completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

~~1~~2. PURPOSE**.** ENTITY is signatory to this MEMORANDUM for the ~~express~~ sole purpose of enrolling in the Program~~ROGRAM~~.

~~2~~3. ENTRY INTO PROGRAM**.** ENTITY shall ~~enroll~~ apply for participation in the Program~~ROGRAM~~ by ~~making application through~~ executing and all forms prescribed by SDRMA. ~~-~~SDRMA shall submit the completed forms to ~~which shall be subject to approval by~~ the Program~~ROGRAM~~'s Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's ~~and~~ governing documents and in accordance with the Program's~~applicable~~ eligibility guidelines.

~~3~~4. MAINTENANCE OF EFFORT**.** Program ~~ROGRAM is designed to provide an alternative~~ provides health benefit~~s solution~~ to all ~~participants~~ active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ~~of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional).~~ ENTITY public officials may participate in the Program~~ROGRAM~~ only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

~~4~~5. PREMIUMS. ENTITY ~~understands~~ agrees and acknowledges that premiums and rates for the Program ~~ROGRAM~~ are set by the ~~COMMITTEE~~Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle,. ENTITY will remit the total monthly ~~premiums based upon rates established~~ amount billed by SDRMAfor each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

~~Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.~~

~~SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines~~.
Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

~~5~~6. BENEFITS. Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program ~~ROGRAM~~ and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program~~ROGRAM~~ underwriter for approval.

6. ~~COVERAGE DOCUMENTS. Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.~~

7. ~~PROGRAM FUNDING. It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss~~

~~coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.~~

~~8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:~~

~~a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.~~

~~b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.~~

~~c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.~~

~~d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.~~

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

~~9~~8. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ~~ENTITY shall notify SDRMA and the PROGRAM in writing of its~~

~~intent to withdraw at least 90 days prior to their requested withdrawal date~~. ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective . No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program~~ROGRAM~~, there is a 3-year waiting period to come back into the Program~~ROGRAM~~, and the ENTITY will be subject to underwriting approval ~~again~~.

~~10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.~~

9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.

~~11~~10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

~~12~~11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

~~13~~12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

~~14.~~13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program~~ROGRAM documents~~ Documents constitutes the full and complete agreement of the ENTITY.

~~15~~14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

~~16~~15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the

right of either party thereafter to enforce each and every such provision.~~may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM.~~ ~~Any~~ If ENTITY ~~who~~ fails or refuses to execute an amendment to this MEMORANDUM ~~,~~ by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate ~~shall be deemed to have withdrawn~~ this MEMORANDUM and ENTITY'S Program Participation Agreement ~~from the PROGRAM~~ effective as of ~~on~~ the next annual renewal date.

~~17~~16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

~~18~~17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____ By: _____

Special District Risk
Management Authority

Dated: _____ By: _____

~~Agency~~ ENTITY Name

SDRMA
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

July 27, 2026

Eric Hendrickson
Finance Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Amended SDRMA Health Benefits Memorandum of Understanding (MOU)

Dear Eric Hendrickson,

At the June 24, 2026, SDRMA Board Meeting, the SDRMA Board of Directors approved amendments to the SDRMA Health Benefits Memorandum of Understanding (MOU). The amendments were made to better align the MOU with our pool, Public Risk Innovation, Solutions and Management (PRISM) MOU and industry norms.

According to SDRMA records, your entity participates in SDRMA's Health Benefits program and previously executed a prior version of the Health Benefits Memorandum of Understanding (MOU) and Resolution. Per section 15 of the amended MOU, *AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.*

Your governing body must execute the enclosed MOU and Resolution and return the original wet signature or Docusign MOU and Resolution to SDRMA by **November 1, 2026,** to ensure your entity follows the above MOU guideline. If your entity does not return the MOU and Resolution to SDRMA by **November 1, 2026,** your entity will be deemed as withdrawn and benefits will be terminated effective **January 1, 2027.**

Program Administrative Guidelines are referenced throughout the MOU. The Administrative Guidelines can be found on the SDRMA MemberPlus Portal at www.sdrma.org. If you are not already registered on the MemberPlus Portal, please email us at healthbenefits@sdrma.org for instructions or simply click *MemberPlus Login* and *Register as a new user* from www.sdrma.org. Once you are registered and login,

the Administrative Guidelines can be found on the Health Benefits landing page with the link description of: *SDRMA Health Benefits Administrative Guidelines.*

If SDRMA has not received your entity's MOU and Resolution by October 1, 2026, we will send an email to your attention inquiring when the MOU and Resolution will be sent to SDRMA.

Please contact us at 800.537.7790 or at alittle@sdrma.org if you have any questions regarding the MOU and/or Resolution. Thank you for your continued participation of the SDRMA Health Benefits Program!

Sincerely,

Special District Risk Management Authority

Alana A. Little

Alana Little
Health Benefits Manager

Enclosures: Memorandum of Understanding
Resolution
Redline version of Memorandum of Understanding
Return Address Envelope

Summary of Revised Language in Amended MOU

Section	Previous Language	Revised Language	Description of Change
Definitions	Various terms and definitions, some not clearly defined or missing.	Expanded and clarified definitions for "Committee," "Coverage Documents," "Program Participation Agreement," "Program," and "Program Documents."	Improved clarity and specificity of key terms for better understanding and administration.
Entry into Program	ENTITY shall enroll in the Program by making application through SDRMA.	ENTITY shall apply for participation by executing all forms prescribed by SDRMA, subject to approval by the Program's Underwriter.	Clarifies the application process and emphasizes underwriter approval.
Maintenance of Effort	Program provides health benefits to all participants of the ENTITY.	Specifies eligible participants (active employees, retired employees, dependents, public officials) and outlines optional participation for some groups.	Clarifies eligibility and participation requirements.
Premiums	ENTITY will remit monthly premiums based on rates established by SDRMA.	Premiums and rates are set by the Committee; SDRMA adds an administrative fee. Details on billing, penalties for late payment, and termination for non-payment added.	Adds detail on premium calculation, billing, and consequences for late payment.
Benefits	Benefits as set forth in ENTITY's Plan Summary.	Benefits must be agreed upon with employee organizations and approved by the Program underwriter.	Adds requirement for underwriter approval of plan selections.
Assessments & Dividends	Assessments/dividends used sparingly; allocation based on premiums paid.	Committee may impose premium assessments if funds are insufficient; details on liability for withdrawn entities and dividend formula.	Expands on funding adequacy, assessment process, and dividend distribution.
Withdrawal	ENTITY may withdraw with 90 days' notice.	Notice period extended to 120 days prior to January 1; rescission deadline added; 3-year waiting period for re-entry after withdrawal.	Tightens withdrawal process and re-entry requirements.
Arbitration	Not previously specified.	Adds binding arbitration clause for disputes, specifying Sacramento, CA as venue.	Introduces formal dispute resolution process.
Amendment	Amendments require written agreement by both parties.	Clarifies amendment process, including SDRMA's right to terminate if ENTITY does not execute required amendments.	Strengthens amendment and termination provisions.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: 2026 Holiday Lighting and Decorations Agreement with Shine Creations LLC (formerly The Christmas Kings)

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

Background:

The current 2026-2027 budget includes a budget line item for a City-wide holiday decoration program in the amount of $125,000. In accordance with the City's purchasing ordinance, (LHMC 3-08.110(L), subsections (10) and (11)), the City need not follow the formal procurement procedures set forth in Section 3-08.090 of the LHMC when the City Council finds and determines a contract is for entertainment services and/or community support. Staff solicited informal proposals from qualified vendors to identify a scope of work that would be satisfactory to the City. The proposals that have been submitted are attached to this report.

This year, Staff sought proposals for the lighting of the entry monuments, El Toro medians, Gazebo Park, and a synchronized light show at the Laguna Hills Community Center. Staff received six proposals, and after review, Staff recommends Shine Illuminations LLC.

A pricing summary is shown here:

Vendor Name	Price
Shine Creations LLC (formerly The Christmas Kings)	$115,000
Holiday Light Installations (HLI)	$122,555
The Christmas Light Guy Co.	$125,000
Dekra-Lite	$121,738
BrightLife Designs	$121,056
St. Nicks	$124,952

After review of the proposals and discussions with the Parks and Recreation Commission on August 5, 2026, Shine Illuminations LLC is recommended as the City's light vendor for this year's holiday decoration program. It is recommended for the City Council to approve the attached agreement and authorize the City Manager to execute the agreement.

Details of Shine Illuminations LLC's proposal as well as the RFP, including Scope of Work, are attached to this report as Attachments 1-2.

Fiscal Impact:

The budget for Holiday Decorations is $125,000. The cost of the proposal from Shine Creations LLC is $115,000.

Attachments:

1. Attachment 1: 2026 Holiday Lights RFP 2026
2. Attachment 2: 2026 Holiday Decorations Proposal - Shine Creations LLC
3. 2026 Holiday Lights Agreement Shine Creations LLC
4. 2026 Laguna Hills - Deposit Invoice
5. 2026 Laguna Hills - Full Invoice

CITY OF LAGUNA HILLS
HOLIDAY LIGHTING AND DECORATION SERVICES

Proposal Due Date: July 31, 2026
Contact Person:

Holland Gannon, Community Services Director
hgannon@lagunahillsca.gov
949-707-2686

I. INTRODUCTION

The City of Laguna Hills is soliciting quotes (proposals) from qualified vendors for the design, installation, maintenance, and removal of holiday lighting and decorations at various locations throughout the City. The City seeks festive, professional, and visually impressive lighting displays that will enhance community spirit during the holiday season.

The proposals will include lights at entry monuments and a light show with holiday decorations at the Community Center.

The budget for 2026 Holiday Light Decorations is $125,000.

II. Scope of Work:

1. **Laguna Hills Entry Monuments and Gazebo Park**
    - **Garland & Lights:** Decorate all 5 Entry Monument signs with decorated, lighted garland and warm white lighting. Light bushes/shrubbery directly in front of Entry Monument sign with warm white lights
    - **Tree Decoration Requirements (per location):**
        - Trunk and individual branch wrapping with warm white string lighting
            1. Wrapped light strands should have no more than 2” separations on trunks
        - Canopy lighting and hanging light decorations (e.g., starbursts, drip lights, snowflakes) distributed evenly throughout the canopy
        - Lift and traffic coordination with Public Works as required

Location	Number of Trees
Moulton/Lake Forest 1	

Location	Number of Trees
Moulton/Nellie Gail	6
Alicia/5 Freeway	2
La Paz/Cabot	2
Oso/Cabot	2

2. **El Toro Medians (2 Identical Medians)**
    - Wrap entire palm tree trunk with warm white lights (6 palms per median)
    - Install lighted decorations on 4 pillars per median (ex. Christmas trees, snowflakes, gift boxes, ornaments, etc)

3. **Gazebo Park (Santa Maria/San Remo)**
    - Decorate gazebo with holiday lights and a wreath

4. **Community Center**
    - Wreaths, snowflakes, or other holiday-themed decorations on front entrance doors/windows
    - Install lighting on bushes, trees, and small palm trees in plaza area planters
    - Decorate 18' tall City outdoor Christmas tree:
        - Warm white string lights (with option to add multi-color/twinkle lights)
        - Ornaments
    - Light switch prop for tree lighting ceremony with City Council
    - Tree lighting adjacent to:
        - Alicia Parkway (warm white lights)
        - Paseo de Valencia (warm white lights)
        - Trees on both sides of Community Center Drive entry:
            - Wrap trunks and canopies as in "Entry Monument Light Coverage Examples"
    - Lit holiday decorations on monument pillars at corner of PDV/Alicia
    - One large walk-through lit decoration piece in plaza area
    - Design and install a holiday light show synchronized to music:
        - Include additional lighted decorations, lights, and professional audio equipment
        - Use plaza area trees (eight in tree wells) for light show lighting
        - When not active, lights must remain static
        - Include decorations within plaza area that integrate with the show

- Show Schedule:
    - Duration: 7–10 minutes per show
    - Frequency: Every 30 minutes from 5:00 PM to 9:00 PM
    - Program two alternating shows with different musical selections

III. GENERAL REQUIREMENTS (Applies to All Proposals)

- Provide traffic control, including traffic control plans, for the installation and removal of lights. Obtain a no-fee City encroachment permit from the Public Works Department prior to implementation of traffic control
- All lighting must be LED
- Timers or automation must be included for lighting control
- Contractor shall be responsible for maintenance and repair during the display period
    - Maintenance requests must be addressed within 24 hours of reported issue
- Lights must be installed by November 25th. Lights will be turned on at all locations from November 27, 2026-December 28, 2026. Lights must be removed by January 4, 2027
    - Photographic confirmation of installation will be sent to the City by November 27th
- Contractor must have experience with municipal-scale holiday lighting
- Weekly Nighttime Inspections of all lighted areas with summary of findings emailed to City staff the day after inspection is completed
- Mandatory attendance at Tree Lighting Ceremony on December 4th, 2026
- Insurance, bonding, and appropriate certifications required

- **INSURANCE**
    - Compliance with Insurance Requirements. VENDOR shall obtain, maintain, and keep in full force and effect during the term of this Lighting Agreement, at its sole cost and expense, and in a form and content satisfactory to Client, all insurance required under this section. VENDOR shall not commence any Project services or work under this Lighting Agreement unless and until it has provided evidence satisfactory to Client that it has secured all insurance required under this section. If VENDOR's existing insurance policies do not meet the insurance requirements set forth herein, VENDOR agrees to amend, supplement or endorse the policies to do so.
    - Types of Insurance Required. As a condition precedent to the effectiveness of this Lighting Agreement, and without limiting the indemnity provisions set forth in this Lighting Agreement, VENDOR shall obtain and maintain in full force and effect during the term of this Lighting Agreement, including any extension thereof, the following policies of insurance:
        - Commercial General Liability Insurance. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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 Lighting Agreement.

- Automobile Liability Insurance. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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.
- Workers' Compensation Insurance. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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. VENDOR agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the Client, its officials, officers, employees, agents and volunteers, and to require each of its sub consultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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.

- 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 Client will accept workers' compensation insurance from the State Compensation Fund. In the event the Client determines that the Project work or services to be performed under this Lighting Agreement creates an increased or decreased risk of loss to the Client, VENDOR agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Client. VENDOR shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.
- 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 Client for written approval. Required insurance policies shall contain the following provisions, or VENDOR shall provide endorsements on forms approved by the Client to add the following provisions to the insurance policies:

- 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:
    - Additional Insured: The Client, 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 Lighting Agreement; and
    - 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 VENDOR, or (4) contain any other exclusions contrary to the Lighting Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
    - 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 Client. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of VENDOR's failure to pay the insurance premium, the notice provided to Client shall be by ten (10) days prior written notice.
  - For all policies of Commercial General Liability Insurance, VENDOR shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.
- Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Client in advance and shall protect the Client, 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.
- 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 Client, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the Client, its officials, officers, employees, agents and volunteers, or shall specifically allow VENDOR 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. VENDOR hereby agrees to waive its own right of recovery against the Client, its officials, officers, employees, agents and volunteers, and VENDOR hereby agrees to require similar written express waivers and insurance clauses from each of its sub consultants or subcontractors.

- Evidence of Coverage. Concurrently with the execution of the Lighting Agreement, VENDOR 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 Client 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 Client. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, VENDOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Client evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. VENDOR shall promptly furnish, at Client's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents Client requires to verify coverage.
- Requirements Not Limiting. Requirements 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 Lighting Agreement, or the extent to which VENDOR may be held responsible for payments of damages to persons or property.
- Enforcement of Agreement (Non-Estoppel). VENDOR acknowledges and agrees that actual or alleged failure on the part of the Client to inform VENDOR of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the Client nor does it waive any rights hereunder.
- Insurance for Subconsultants. VENDOR shall either: (1) include all subconsultants or subcontractors engaged in any Project work or services for VENDOR relating to this Lighting Agreement as additional named insureds under the VENDOR's insurance policies; or (2) VENDOR 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 Client, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by VENDOR's subconsultants or subcontractors performing any Project work or services related to this Lighting Agreement shall be endorsed to name the Client, its officials, officers, employees, agents and volunteers, as additional insureds. VENDOR shall not allow any subconsultants or subcontractors to commence any Project work or services relating to this Lighting Agreement unless and until it has provided evidence satisfactory to Client that the subconsultant or subcontractor has secured all insurance required under this section.
- Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of VENDOR pursuant to this Lighting Agreement:

- VENDOR shall provide immediate written notice to Client 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.
- All insurance coverage and limits provided by VENDOR and available or applicable to this Lighting 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 Lighting Agreement or any other agreement relating to the Client or its operations shall limit the application of such insurance coverage.
- 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 Client and approved in writing.
- 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 VENDOR's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- VENDOR 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 VENDOR, provide the same minimum insurance coverage required of VENDOR. VENDOR 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. VENDOR agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the Client for review.
- VENDOR agrees to provide immediate written notice to Client of any claim, demand or loss against VENDOR arising out of the Project work or services performed under this Lighting 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 Lighting Agreement.

- INDEMNIFICATION
  - To the fullest extent permitted by law, VENDOR shall defend (at VENDOR's sole cost and expense with legal counsel reasonably acceptable to Client), indemnify, protect, and hold harmless Client, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (VENDOR's employees included), for damage to property, including property owned by Client, or from any violation of any federal, state, or local law or ordinance, which

Claims arise out of, pertain to, or are related to VENDOR's performance under this Lighting Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Lighting Agreement be construed to limit VENDOR's indemnification obligation or other liability hereunder.

IV. SUBMISSION REQUIREMENTS

Please include the following in your proposal:

1. Company profile and relevant experience
2. Detailed scope of work for each proposal
3. Conceptual lighting plan, sketches, and photos of past work
4. Project timeline
5. Itemized cost breakdown by proposal and location
6. Warranty and maintenance plan
7. Proof of insurance and licenses
8. Three references from similar projects

V. SELECTION CRITERIA

Proposals will be evaluated based on:

a. Creativity and quality of design
b. Experience and qualifications
c. References and past performance
d. Cost-effectiveness
e. Timeline feasibility
f. Maintenance and warranty service

Please submit proposals and inquiries by July 31, 2026 to:

Holland Gannon
City of Laguna Hills
25555 Alicia Pkwy, Laguna Hills CA 92653
hgannon@lagunahillsca.gov
949-707-2686

Entry Monument & Gazebo Park Locations

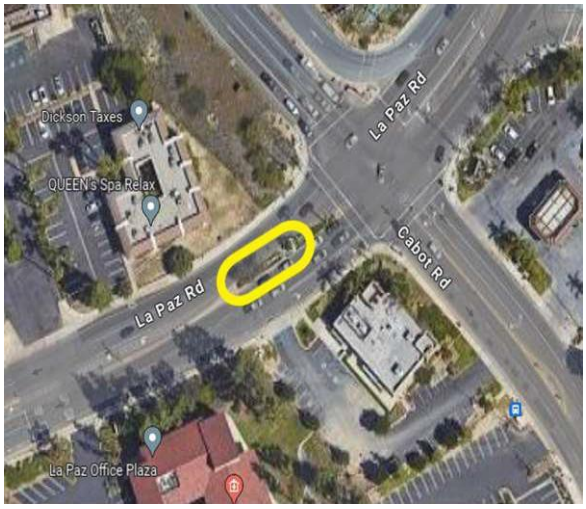
Entry Monument (Alicia/5 Freeway)



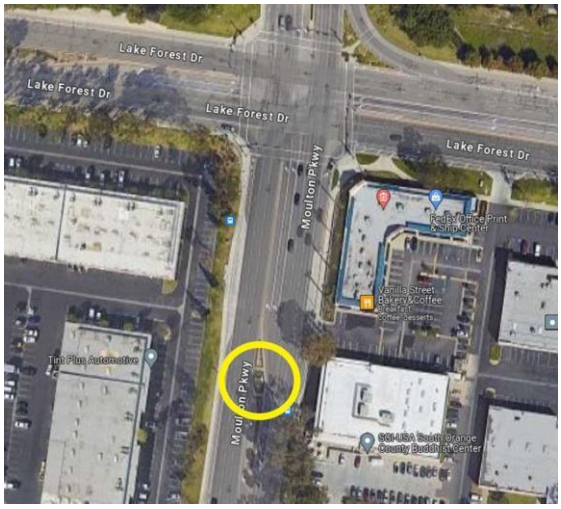
Entry Monument (Oso/Cabot)



Entry Monument (La Paz/Cabot)



Entry Monument (Moulton/Lake Forest)



Entry Monument (Moulton/Nellie Gail)



Gazebo Park (Santa Maria/San Remo)



El Toro Median Locations



Community Center Decoration Coverage



Outer tree decoration coverage areas

Planter area decorations

Corner monument decorations

Outdoor Xmas Tree

Additional Areas not marked on diagrams requiring lights and decorations:

1) Community Center roofline
2) Front entrance doors and windows
3) Main walkthrough lit decoration
4) Lights/Decorations installed in plaza area and incorporated into the light show

Community Center Drive Coverage



Entry Monument Light Coverage Examples

1) Wrap tree trunk and major branches with lights





2) Wrap tree canopy with lights





3) Hang lit decorations such as star bursts, snowflakes, or drip lighting from tree canopy





4) Decorate monuments with lighted garland and shrubbery with lights





AN EXCITING NEW CHAPTER

TheChristmasKINGS.com
Elite Holiday Lighting & Decor

IS NOW
OPERATING UNDER
THE SHINE BRAND

SHINE
CREATIONS

This transition brings together the creativity, operational excellence, and resources of one unified team—allowing us to deliver an even stronger experience for our partners and guests.

ONE TEAM. | ONE BRAND. | STRONGER TOGETHER.

SHINE

CREATIONS

IMMERSIVE ENVIRONMENTS.
UNFORGETTABLE EXPERIENCES.

DESIGN • MANUFACTURE • INSTALL • SERVICE

DESIGN | MANUFACTURE | INSTALL | SERVICE | STORAGE



ELEVATED DESIGN. FLAWLESS EXECUTION. LASTING IMPACT.

SHINE
CREATIONS

COMPANY INFORMATION

Shine Creations is a nationally recognized designer, fabricator, and operator of immersive holiday lighting experiences, themed attractions, and destination events. Since 2005, our team has partnered with municipalities, zoos, resorts, theme parks, casinos, shopping destinations, and commercial properties throughout the United States to create memorable guest experiences that drive attendance, engagement, and revenue.

Our expertise extends beyond décor and lighting. We specialize in designing complete guest experiences, integrating immersive environments, interactive attractions, operational planning, and proven event strategies that transform public spaces into highly anticipated seasonal destinations.

WE CREATE EXPERIENCES THAT
INSPIRE, ENGAGE, AND DRIVE RESULTS.

FOUNDED	2005
HEADQUARTERS	Southern California
SERVICE AREA	Nationwide
SPECIALIZATION	Immersive Events, Holiday Lighting & Themed Experiences
CORE SERVICES	Design, Fabrication, Installation, Operations, Maintenance, Removal & Storage
MARKETS SERVED	Zoos, Municipalities, Resorts, Theme Parks, Casinos & Commercial Properties

MATHEW KRONQUIST
PRESIDENT
951-454-9777 (cell)
951-402-2000 (office)
mat@shinecreations.com

JOSH LETOURNEAU
PRINCIPAL
603-913-5081 (cell)
josh@shinecreations.com



DESIGN • FABRICATION • INSTALLATION • OPERATIONS • IMMERSIVE EXPERIENCES

Elevated Service Clear Communication

We provide end-to-end solutions that transform spaces, elevate experiences, and create lasting impact.

Immersive Decor
Custom designs that create unforgettable environments.

Custom Manufacturing Partners
Unique, high-quality decor built to impress.

Factory Direct Overseas Partners
Global sourcing. Better value. Exceptional quality.

Interactive Technologies
Engage guests with cutting-edge interactive experiences.

Twinkly Pro Integration Partner
Advanced lighting control and dynamic RGB displays.

Turnkey Activations
We handle everything from design to takedown.

Nationwide Sales & Installation Capacity
Coast-to-coast teams. Scalable for any size project.

Purchase, Lease & Revenue Share Options
Flexible partnerships designed for your goals.

Multi Year Contracts To Grow Over Time
Long term partnerships. Long term success.

Free Creative Design, Renderings, and Product Development
Visionary concepts brought to life.

Walk Through & Drive Through Events
Immersive experiences guests will never forget.

Not Just Christmas – Halloween, Botanical, Lunar New Year, and More!
Seasonal experiences. Year-round impact.



OUR PROMISE

With the legacy of The Christmas Kings and the creative expertise of Light Up The Night Production, Shine Creations delivers exceptional experiences through design, innovation, and flawless execution.

OUR PROMISE IS SIMPLE: WE DELIVER VALUE, COMMUNICATE CLEARLY, AND PERFORM AT THE HIGHEST LEVEL—ON EVERY PROJECT.

PROVIDE VALUE

We take a partnership approach to every project, delivering innovative solutions that create long-term value and measurable results.

COMMUNICATE

Clear, proactive communication is the foundation of our process. We are responsive, transparent, and easy to work with.

PERFORM

Our experienced teams execute with precision and care. We are committed to safety, quality, and exceeding expectations from start to finish.



ONE COMMITMENT.
EVERY EXPERIENCE.

OUR TARGET CUSTOMER

A TRUSTED PARTNER FOR HIGH-PROFILE DESTINATIONS NATIONWIDE

WHO'S WHO OF CLIENTS

Shine Creations specializes in large-scale commercial environments and destination-based experiences designed to increase attendance, guest engagement, and long-term revenue growth.

PRIMARY CLIENT CATEGORIES

- ZOOS & BOTANICAL GARDENS
- MUNICIPALITIES & CITY PROGRAMS
- SPORTS VENUES & STADIUMS
- THEME PARKS & ATTRACTIONS
- RESORTS & CASINOS
- LARGE HOA COMMUNITIES
- MIXED-USE RETAIL & ENTERTAINMENT DISTRICTS
- EVENT SPACES & FAIRGROUNDS
- SHOPPING CENTERS & LIFESTYLE CENTERS

CORE INDUSTRIES WE SERVE



CHRISTMAS

Large-scale holiday lighting, immersive walkthroughs, custom décor fabrication, animated displays, and destination event experiences.



HALLOWEEN

Family-friendly and IP-driven Halloween attractions, illuminated décor trails, interactive environments, and themed experiences.



OTHER HOLIDAYS

Lunar New Year, Valentine's, patriotic events, harvest festivals, and seasonal activations year-round.



EVENTS & FESTIVALS

Ticketed walkthroughs, drive-through parks, community events, immersive installations, and sponsorship-ready attractions.

"WE CREATE LARGE-SCALE IMMERSIVE ENVIRONMENTS THAT TRANSFORM DESTINATIONS INTO ANNUAL TRADITIONS."

OUR PROCESS

FROM VISION TO UNFORGETTABLE

1



SITE VISIT

We walk the space, understand your goals, and assess every detail on site.

2



LAYOUT DESIGN

Our designers create a custom concept and detailed plan tailored to your space.

3



BUILD

Our expert team builds and tests every element with precision and care on site.

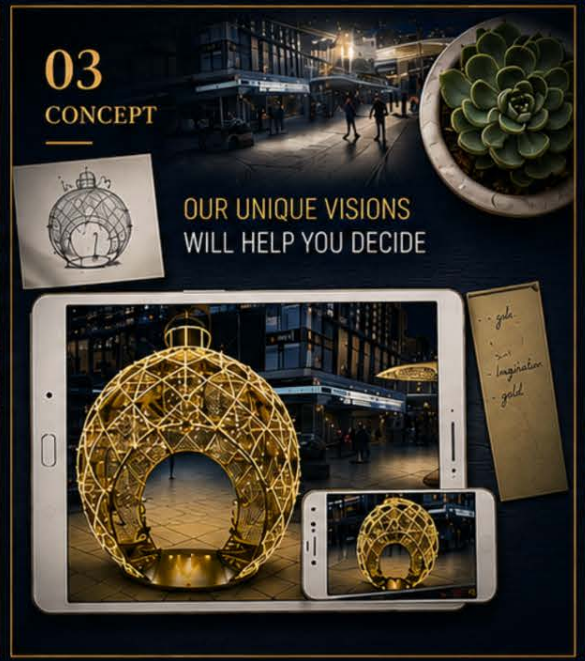
4

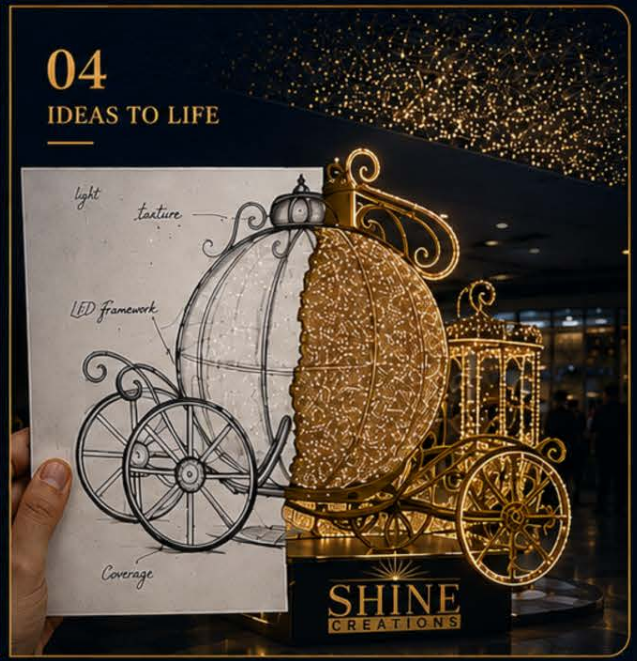


EXPERIENCE

We install, activate, and bring your vision to life—creating unforgettable moments.







DESIGN PROCESS

BRAINSTORM WITH OUR DESIGNERS

SHINE
CREATIONS

MANUFACTURING
CAPABILITIES

ENDLESS POSSIBILITIES. IMPECCABLE QUALITY. MADE TO SHINE.







DIRECT TO MANUFACTURER RELATIONSHIPS

We partner with the world's best manufacturers to ensure quality, reliability, and competitive pricing.

WE CAN DESIGN ANYTHING

From concept to creation, our design team brings your ideas to life—no limits, just possibilities.

BUILT WITH PROJECT GOALS IN MIND

Every detail is engineered to align with your vision, budget, timeline, and long-term objectives.

CUSTOM. DOWN TO THE FINEST DETAIL

Truly custom pieces, tailored finishes, and unique designs that set your project apart.

QUALITY YOU CAN COUNT ON

Premium materials, expert craftsmanship, and rigorous quality control at every step.

ON TIME. EVERY TIME.

Streamlined production and logistics to keep your project on schedule and stress-free.

DESIGNED TO INSPIRE. BUILT TO LAST. DELIVERED TO EXCEED.

NATIONAL REACH.

STRATEGICALLY POSITIONED. NATIONWIDE IMPACT.

Our distribution network ensures seamless logistics, responsive service, and nationwide coverage for projects of any scale.



WEST COAST

WAREHOUSE / DISTRIBUTION

WILDOMAR, CA

Strategically located to serve clients across the Western U.S.

EAST COAST

LOGISTICS CENTER

NEW HAMPSHIRE

Positioned to efficiently support projects throughout the Eastern U.S.

NATIONWIDE LOGISTICS

Reliable transportation and delivery to support every project.

COMING SOON

WAREHOUSE / DISTRIBUTION CENTER

TENNESSEE

Expanding our footprint to better serve the heart of the United States.

CORPORATE OFFICE

NOLENSVILLE, TN

Our headquarters for strategy, operations, and client success.

LOCAL SERVICE. NATIONAL POWER.

Local teams with the reach and resources to deliver coast to coast.

COAST TO COAST COVERAGE

NATIONAL NETWORK | STRATEGIC LOCATIONS | RELIABLE PARTNERS | SEAMLESS DELIVERY | RESPONSIVE SUPPORT

COAST TO COAST.

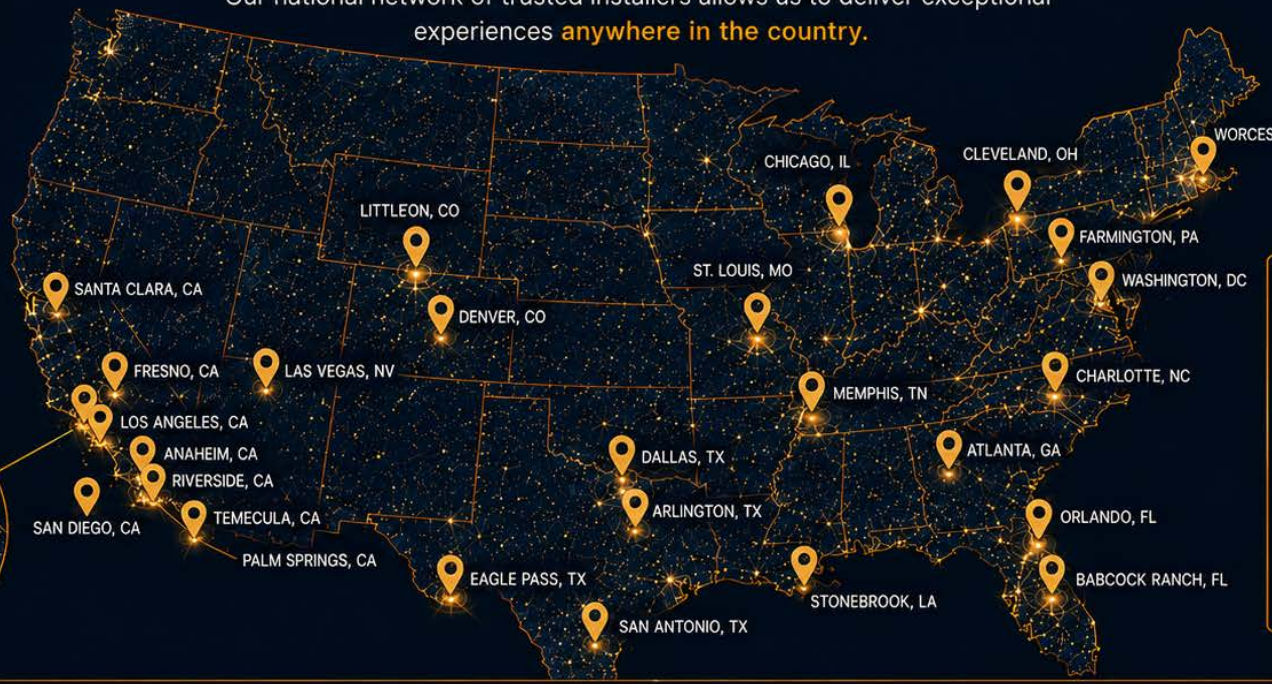
NATIONAL COVERAGE. LOCAL EXPERTISE.

Our national network of trusted installers allows us to deliver exceptional experiences **anywhere in the country.**

WEST COAST PROJECTS

- RIVERSIDE, CA
- ANAHEIM, CA
- LOS ANGELES, CA
- TEMECULA, CA
- PALM SPRINGS, CA
- FRESNO, CA
- SANTA CLARA, CA
- SAN DIEGO, CA
- LAS VEGAS, NV





NATIONAL NETWORK OF INSTALLERS

Experienced. Trusted. Everywhere.

Delivering excellence on projects of any size, coast to coast.

COAST TO COAST COVERAGE

Projects delivered from sea to shining sea.

NATIONAL NETWORK OF INSTALLERS

Vetted professionals ensuring quality and consistency.

LARGE SCALE EXPERIENCE

Proven success on complex projects nationwide.

LOCAL EXPERTISE. NATIONAL REACH.

On-the-ground teams with nationwide support.

EXCEPTIONAL RESULTS. EVERY TIME.

Committed to bringing your vision to life—anywhere.

SAFETY IS OUR PRIORITY.

The safety of our team, our partners, and the public is always our top priority. We are committed to maintaining the highest safety standards on every project, every time.

SAFETY FIRST, ALWAYS
We follow strict safety protocols and industry best practices to prevent incidents and promote a culture of safety.

TRAINED & CERTIFIED
All team members are trained, certified, and qualified in their respective roles, including equipment operation and rigging.

CERTIFIED OPERATORS & RIGGERS
Our operators and riggers are certified and experienced in operating heavy equipment and working at heights safely and efficiently.

SAFETY STANDARDS
We adhere to OSHA guidelines and all applicable safety regulations to ensure compliance and protection on every job site.

ACCOUNTABILITY AT EVERY LEVEL
From project managers to field crew, everyone is empowered and accountable for maintaining a safe work environment.







SAFETY FIRST, ALWAYS | TRAINED & CERTIFIED | CERTIFIED OPERATORS & RIGGERS | SAFETY STANDARDS | ACCOUNTABILITY AT EVERY LEVEL

WE DON'T CUT CORNERS. ✦ WE BUILD SAFELY. ✦ WE PROTECT OUR TEAM. ✦ WE DELIVER EXCELLENCE.

MAXIMIZING VALUE. YEAR AFTER YEAR.

Our inventory is more than décor — it's a long-term asset that helps drive higher attendance, stronger guest satisfaction, and increased ticket prices year after year.

INCREASE GROSS REVENUE & TICKET PRICE

Our premium décor creates unforgettable experiences that drive repeat visits, boost ticket prices, and grow your gross revenue — year after year for a decade or more using the same core inventory.

REFURBISH, RENEW, REUSE

During the off-season, we refurbish and repair every piece to like-new condition — ensuring long-term value and maximum return on your investment.

ALWAYS EVOLVING

We are constantly updating and building our inventory to keep every experience fresh, innovative, and memorable.

FLEXIBLE INVENTORY. ENDLESS POSSIBILITIES.

Because we rent everything — not sell — we can shift inventory from one job to another, allowing you to refresh your displays year after year without increasing expenditure.

YOUR PARTNER IN LONG-TERM SUCCESS

Our commitment to quality, creativity, and efficiency ensures your event remains best-in-class, season after season.



BUILT TO LAST. DESIGNED TO IMPRESS. MAINTAINED TO PERFORM.
We refurbish every piece to like-new condition so your investment continues to shine.



WE DELIVER. WE INSTALL. WE DELIGHT.
Our logistics and expert crews ensure seamless delivery, installation, and performance — every time.

LONG-TERM VALUE ✦ HIGHER REVENUE ✦ FRESH EXPERIENCES ✦ SMART INVESTMENT ✦ LASTING IMPACT

BUILT BEYOND BORDERS. DELIVERED ACROSS AMERICA.

Over the past 5 years, we've built powerful importing and manufacturing relationships that give us the capacity, creativity, and control to deliver unmatched experiences—season after season.

EXCLUSIVE PARTNERSHIPS

We have secured exclusive rights to sell with our partner manufacturers in the United States—ensuring unique, high-demand designs you won't find anywhere else.

SHIPPING & LOGISTICS EXPERTS

Our dedicated shipping and logistics teams manage every detail—from port to project site—routing product efficiently across the country and on time, every time.

MASSIVE FABRICATION CAPACITY

Our fabrication capacity is north of 50 containers per season, all produced within a tight 5-month production window to meet the demands of peak season.

INNOVATION THAT SETS US APART

75% of our inventory is completely new designs every year, keeping your displays fresh, exciting, and ahead of the curve.

GLOBAL VISION. LOCAL IMPACT.

We combine global manufacturing strength with local execution—delivering world-class décor experiences to communities across the nation.



PRECISION CRAFTED. QUALITY CONTROLLED.
Every piece is expertly handcrafted by skilled artisans to meet our exacting standards.



DESIGNED TO DAZZLE.
Our in-house design team creates innovative, high-impact pieces that bring your vision to life.



DELIVERED EVERYWHERE.
Our logistics network ensures seamless delivery to any city, any venue, anywhere in the U.S.

50+
CONTAINERS PER SEASON
Fabrication capacity north of 50 containers each season.

5
MONTH PRODUCTION WINDOW
From concept to creation in a focused 5-month window.

75%
NEW DESIGNS EVERY YEAR
75% of our inventory features brand-new designs annually.

EXCLUSIVE RIGHTS
Exclusive rights to sell with our manufacturing partners in the United States.

NATIONWIDE DELIVERY
Strategic shipping and logistics teams delivering experiences across the country.

BUILT ON CONTRACTS. FOCUSED ON RESULTS.

MULTI-YEAR PARTNERSHIPS. FORESEEABLE REVENUE.

FLEXIBLE CONTRACT TERMS



1 YEAR

3 YEAR

5 YEAR



MULTI-YEAR CONTRACTS

1, 3 and 5 year agreements for long-term partnerships.



FORESEEABLE REVENUE

Multi-year visibility drives stable, predictable revenue growth.



REDUCED RISK. STRONGER PLANNING.

Long-term commitments reduce risk and support confident investment.



STRONG PARTNERSHIPS. LASTING VALUE.

Aligned goals create lasting impact and mutual success.



CONSISTENT RESULTS. YEAR AFTER YEAR.

Proven performance delivering value season after season.

OUR WORK

The following are a few projects that showcase our style and capabilities.











INDOOR, OUTDOOR, IMMERSIVE, ATTRACTIVE, TRADITIONAL, & MODERN

We can make any vision a reality.

CREATIVE DESIGN
Innovative concepts tailored to your vision and audience.

CUSTOM SOLUTIONS
Bespoke designs and installations built to fit any space.

EXPERT EXECUTION
Flawless project management from concept to completion.

QUALITY & SAFETY
We prioritize the highest standards in every detail of every project.

RELIABLE PARTNER
A team you can count on for communication, transparency, and results.

MEMORABLE IMPACT
Creating experiences that leave lasting impressions.

LIGHT FESTIVAL

The Christmas Kings Designed & Operated a Light Festival this season in Norco, CA.

Over **45,000** Patrons visited the event in its first year of operation.

Over **100** lit 3D Decor Pieces placed throughout the 3-Acre Venue.

56' Tall Smart Pixel RGB Show Tree & **(4) 25'** Tall Smart Pixel RGB Light Trees fully customized to light show with music.

50+ Trees wrapped and programmed to custom light show.

Skating Rink, Food Trucks, VIP Tent, Pictures with Santa, Blow up Competition Course, Vendors, Letters to Santa Area.









THE PARK

CASINO & PARK LAS VEGAS













HIGHLIGHTS

- 28' Tall gold glittering Royal Ribbon Tree installed by 80' tall Dancer Statue and in front of T-Mobile Arena
- 23' Wide Royal Ribbon Arch installed by Waterfall Feature along Las Vegas Blvd
- 2 Custom made Arches at entry to The Park wrapped with warm/pure twinkling lights, 4.5' Red 3D Ornaments at the base of each Arch

PHOTO OPPS:

- 10' Tall 3D Snowman
- 10' Tall 3D Teddy Bear
- 13' Long by 5' Wide Sit-in Sleigh
- 11' Tall lit Santa Chair
- (14) 6' Tall 3D Majestic Gold Decor Pieces spread throughout The Park planter beds
- Two 20' Tall decorated Christmas Trees placed on Stages
- 12 Trees wrapped with RGB lights

BEVERLY HILLS BOLD

Custom design and fabrication, from Concept to Reality

UNIQUE PHOTO OPPORTUNITY
at the Historic Beverly Hills Sign

23' WIDE
Royal Ribbon Arch

16' TALL
Custom Made Walk-Through Gift Box

33' TALL BY 42' WIDE
Willow Tree placed in Beverly Canon Gardens

THE CHRISTMAS KINGS
provided Installation, Service, Removal, Shipping, Logistics, Repair, and Client Communications

















DREAMWORKS

DREAMWORKS ADVENTURE
TO SANTA

- Interactive Santa House
- Collaboration with DreamWorks Animation Studios & Parker 3D
- LED Tiles as the Exterior Shell Displaying Video and Content
- Cast Members and Actors Operating the House for Photos
- Interactive Sleigh Ride with 3D Screen, Misters, Fans, and Seat Rumblers
- The Christmas Kings handled installation, service, removal, shipping & logistics, as well as client contact and troubleshooting for projects across the country in multiple states for 3 years.
- TCK project responsibility was over **$3,000,000.00**









THE BLOC LA

PROJECT DETAILS:

- Custom lit Walk-Thru 33' Tall Polygon Tree with smart pixel RGB lights
- Custom lit Walk-Thru 16' Tall by 16' Long Ornament with smart pixel RGB lights
- Five 6' round RGB Smart Pixel Spheres hanging 40' above courtyard
- 25 3' and 4' Pure White Spheres hanging 50' above courtyard
- Hundreds of feet of Garland installed on railings all the way around courtyard
- Polygon Tree, Ornament, and Spheres programmed to custom made Light Show with Music

THE SMITHSONIAN ZOO

A TICKETED HOLIDAY EVENT EXPERIENCE

A beloved seasonal tradition that transforms the zoo into a magical wonderland. From family-friendly BOO at the Zoo to a dazzling Christmas celebration—every light, every detail, every moment is designed to delight.

TICKETED EVENT
Guests purchase tickets to experience a one-of-a-kind holiday event at the zoo.

WE PROVIDE EVERYTHING – AS A RENTAL
From concept and installation to takedown and storage, we handle it all.

TREE WRAP PROGRAM
Hundreds of trees wrapped in fully programmable RGB lights that transition seamlessly from Halloween to Christmas.

DOZENS OF DÉCOR ELEMENTS
A wide variety of walk-through and sit-in displays that create unforgettable photo experiences throughout the zoo.

SEAMLESS TRANSITION
We transform the entire experience from family-friendly BOO at the Zoo to a breathtaking Christmas celebration.













A COMPLETE TURNKEY EXPERIENCE
Design, décor, lighting, programming, installation, maintenance, storage, and takedown—all provided by us as a rental.

BRINGING MAGIC TO LIFE
Creating cherished memories for millions of guests season after season.

TICKETED EVENT ✦ WE PROVIDE EVERYTHING ✦ TREE WRAP PROGRAM ✦ DOZENS OF DÉCOR ELEMENTS ✦ SEAMLESS TRANSITION

WALK THROUGH & DRIVE THROUGH PARKS

Create unforgettable holiday experiences with immersive light displays designed to inspire wonder.

RENTAL PACKAGES

1 YEAR TERM
- One Complete Season
- Installation & Removal
- Storage, Maintenance & Repairs
- Dedicated Support

2 YEAR TERM
- Two Complete Seasons
- Preferred Pricing
- Installation & Removal
- Storage, Maintenance & Repairs
- Dedicated Support

3 YEAR TERM
- Three Complete Seasons
- Best Value Pricing
- Installation & Removal
- Storage, Maintenance & Repairs
- Dedicated Support

DECOR WITH REVENUE SHARE OPPORTUNITY

Partner with us to bring world-class light experiences to life.
We offer revenue share opportunities for ticketed events at:

ZOOS | BOTANICAL GARDENS | EVENT SPACES | STADIUMS & MORE









TURNKEY. MEMORABLE. PROFITABLE. We handle everything—so you can focus on delighting your guests.

BRING YOUR VENUE TO LIFE. ✦ DELIGHT YOUR GUESTS. ✦ GROW YOUR REVENUE.

SHINE CREATIONS LLC

BOO AT THE ZOO

FAMILY FRIENDLY. IMMERSIVE. UNFORGETTABLE.

Our Boo at the Zoo experiences transform the zoo into an enchanting, family-friendly adventure filled with light, imagination, and interactive fun.

THEMED WALK-THROUGH ZONES
Immersive environments bring each area to life with color, character, and captivating decor.

PHOTO & SELFIE MOMENTS
Larger-than-life displays and themed backdrops perfect for capturing memories.

INTERACTIVE GAMES & ACTIVITIES
Engaging, playful experiences designed for kids and families of all ages.

FAMILY FRIENDLY FUN
A safe, welcoming environment that creates lasting memories and brings families back year after year.

DESIGN. BUILD. INSTALL. MAGIC.
From concept to completion, we create engaging experiences that delight and inspire.













MEMORIES THAT LAST.
Moments families treasure long after the night is over.

INSTAGRAM-WORTHY EVERY STEP.
Picture-perfect displays around every corner.

PLAY. EXPLORE. ENJOY.
Interactive fun that keeps kids engaged and smiling.

SAFE. BRIGHT. FAMILY FIRST.
Designed with families in mind for a worry-free visit.

WE BRING THE MAGIC.
Creative design and flawless execution make every detail shine.

IMMERSIVE HALLOWEEN EXPERIENCES

Family-friendly seasonal activations designed to drive attendance, engagement, and unforgettable guest experiences.





RGB ACRYLIC MAZE



GIANT DÉCOR & PHOTO OPS



IMMERSIVE WALK THROUGHS



FOOD & BEVERAGE STATIONS



INTERACTIVE & INSTAGRAMMABLE MOMENTS

FAMILY FRIENDLY
Safe, welcoming environments for all ages.

INTERACTIVE EXPERIENCES
Engaging activations that delight and connect.

WALK THROUGH ATTRACTIONS
Immersive paths that encourage exploration.

PHOTO OPPORTUNITIES
Iconic moments designed to be shared.

FOOD & BEVERAGE INTEGRATION
Enhance the experience and increase dwell time.

REVENUE SHARE OPPORTUNITIES
Flexible models aligned with your goals.

SCALABLE ACTIVATIONS
Custom solutions for any size venue or budget.

REFERENCES

Hudson Gardens Ticketed Event – Project Size $850,000 Annually

Scope of Work: Decorating and Installing Themed Zones and Decor Throughout Hudson Gardens

Tatiana Langjahr
Director of Events & Visitor Services
TLangjahr@ssprd.org
720-573-6664











REFERENCES

Living Desert Zoo and Gardens

Scope of work: Ticketed walk through event throughout the Zoo Grounds

Jody Easterbrook
JEasterbrook@livingdesert.org
760-346-9810















REFERENCES

Babcock Ranch – Project Size $350,000 Annually

Scope of work: Free walk through event throughout the city

Bill Pinheiro
wpinhe@bcmcmd.com
908-803-6007











REFERENCES

Ladera Ranch Community

Scope of work: Decorating and installing lighting at monuments and community Park

Christopher Crowley

Christopher.Crowley@255Residential.com

949-305-4175









REFERENCES

THE BIERGARTEN
ANHEUSER-BUSCH • MERRIMACK, NH

April 24, 2026

To Whom It May Concern,

I am writing this business reference to recommend Light Up The Night Production for their outstanding work in event production. As the previous Event Manager of Anheuser-Busch/Merrimack, I collaborated with various production and event management teams during high-profile events. Light Up the Night Productions surpassed all expectations every time.

In my experience working alongside their team, Light Up The Night Production has consistently demonstrated:

- Exceptional Technical Execution: They handle complex lighting, sound, and staging requirements with precision, ensuring that the "Run of Show" stays on schedule even for events with over 50,000 attendees.
- Professionalism and Reliability: Their ability to coordinate logistics in high-pressure environments—similar to the rigorous setup and health safety standards required by Anheuser-Busch and the Town of Merrimack—is exemplary.
- Collaborative Spirit: They are proactive in communicating with other vendors and event staff, which is essential for the success of large-scale community festivals. Additionally, they were always available to answer my questions.

I highly recommend Light Up The Night Production for any event requiring a professional and technically proficient production partner.

Sincerely,

Carla Reardon

Brewery Experience Manager

4/25/2026

To Whom It May Concern,

I am pleased to provide this letter of recommendation for Light Up The Night Productions and its founder, Josh Letourneau. Our partnership began in 2017, when their team completed an installation at our brewery in Merrimack, New Hampshire. From the outset, they demonstrated professionalism, creativity, and operational excellence.

In 2018, the scope of our collaboration expanded significantly, growing into a project valued at approximately $100,000. By 2019, we engaged Light Up The Night Productions to fully design, build, and develop the creative and marketing strategy for a new event concept, Brewery Frights. Their team successfully delivered a complete, high-quality experience on a $50,000 budget, generating a strong return on investment and a highly favorable overall P&L. Notably, this was accomplished while they simultaneously executed our annual Christmas installation at the same location without any decline in quality or performance.

Also in 2019, we partnered with Light Up The Night to reimagine one of our existing light events at a field location in Fort Collins, Colorado. Their ability to adapt creative direction and execution across multiple markets proved to be a significant asset.

In 2020, Light Up The Night was commissioned to develop an expanded version of Brewery Frights for both the Merrimack and Fort Collins markets. Although the project was initially halted due to COVID-19, their team demonstrated exceptional agility and commitment by rapidly pivoting, relocating the entire production, and successfully executing both Halloween and Christmas events at Grant's Farm in St. Louis, Missouri, on short notice.

Since 2021, Light Up The Night Productions has been instrumental in the design, installation, and procurement of all elements for our Brewery Lights experience in St. Louis. Their continued performance has been marked by consistency, innovation, and a strong attention to detail, making them a trusted long-term partner.

What sets Light Up The Night apart is its ability to collaborate effectively on both new developments and existing event enhancements. Their ability to deliver projects on time and within budget has been exceptional.

Based on our experience, we confidently recommend Light Up The Night Productions to any organization seeking to develop new experiential events or elevate existing ones. Their combination of creative vision, operational execution, and financial efficiency makes them a highly valuable partner.

Sincerely,

Glenn Cox
Manager, Brewery Experiences
Anheuser-Busch, LLC

REFERENCES

Smithsonian
National Zoological Park
Conservation Biology Institute

April 24, 2026

To Whom It May Concern,

I am writing this letter in reference to the contractor, Light Up The Night Productions. I had worked with them during my tenure as Head of Events at the Smithsonian's National Zoo and Conservation Biology Institute in Washington, D.C.

One of the Zoo's signature projects was ZooLights, a large-scale seasonal holiday event that transforms the Zoo's 163-acre campus in Rock Creek Park into an immersive winter experience. This event invites guests to explore the grounds through a curated path of illuminated displays, themed installations, and festive environments designed to engage visitors of all ages. Zoo Lights has become a cornerstone of the Zoo's annual programming, blending conservation messaging with a highly visual and experiential holiday attraction.

In 2024, Light Up The Night Productions was contracted to execute key aspects of the event, to include fabrication and installation of all décor elements, on-site support and maintenance, deinstalation, storage, procurement of lighting materials, and collaboration on the overall experiential design. Given the scale of the event and the complexity of operating within a live animal environment, this work required not only technical expertise but also a deep understanding of operational sensitivity and safety.

From the outset, Josh and his team have been exceptional partners on this event. Having prior experience in environments such as Busch Gardens, they were adept at working within a living collection - an essential requirement for the Zoo from an animal safety perspective. They are highly communicative, collaborative, and solution-oriented throughout the process. They embedded themselves as true co-producers in the event, often remaining on-site for months to ensure every detail was executed seamlessly. Above all, they genuinely cared about the success of the event as much as we did.

Their professionallam extended across all interactions within the Zoo. They work respectfully and effectively with a wide range of stakeholders, including electricians, animal care staff, horticulture teams, and park operations personnel. This often requires navigating competing priorities all while maintaining installation timelines and ensuring the overall success of the event. Notably, their approach significantly improved collaboration between the events team and the broader Zoo staff.

The impact of their work was immediately evident. The overall thematic cohesion of Zoo Lights improved dramatically, installations were cleaner and more precise, and the scale and quality of lighting increased substantially. The event itself was elevated in both guest experience and operational execution, drawing attention from peer institutions.

In our second year working together, we expanded Light Up The Night's scope to include additional seasonal events such as Boo at the Zoo and Night of Living Zoo. While Boo at the Zoo was ultimately canceled due to the federal government shutdown in 2025, their team demonstrated remarkable adaptability, pivoting quickly and ensuring readiness for Zoo Lights upon reopening.

Light Up The Night is currently on a multi-year contract with the Zoo, and I have every confidence that they will continue to deliver exceptional results. Although I have since transitioned to a new role within the Smithoonian, I would have continued to enjoy working with their team had I remained in my previous position.

For legal reasons, I must state these are my personal opinions and are not the opinions of the Smithsonian. Should you require any additional information, I would be happy to speak further.

Please feel free to contact me at your convenience.

Sincerely,
Andrew Rondinone
(202) 255-2155

TABLE MOUNTAIN CASINO • RESORT

04/24/2026

RE: The Christmas Kings

To whom it may concern,

I work for a large tribal casino in central California. We recently (2022) moved into a new facility and hadn't considered holiday decorations. The Christmas Kings were brought out to discuss potential packages and from the very start, we knew they were exactly what we needed.

They approached us with ideals and gave us a few options to choose from. Their team showed off their creative side with ideas and suggestions, and they worked seamlessly with our facilities team to get everything installed.

This year we added a skating rink to the property. We were panicked about getting the new area decorated, but The Christmas Kings were all over it, providing ideas and guidance for the project.

The Christmas Kings have proven to be one of our strongest partners. Their experience and professionalism would be reason enough, but they are constantly looking for ways to improve our business and make things work. They understand that our success is linked to their own, so they are always focused on improving the way they (and we) do things. The work they've done for us, and continue to do, absolutely transforms our property, and the guests love it. I can't recommend them highly enough.

Robbie Sell

Manager of Guest Experience

Table Mountain Casino Resort

REFERENCES

Hudson Gardens
& EVENT CENTER

May 9, 2026

To Whom It May Concern,

I am pleased to provide this letter of recommendation for The Christmas Kings and their representatives, Mathew Kronquist and Sean Skog. During our partnership at Hudson Gardens, I had the opportunity to work closely with their team on the planning, design, installation, maintenance, and operation of our annual holiday lighting event.

Hudson Gardens hosts a large-scale ticketed holiday experience that serves as one of our signature seasonal attractions. Prior to partnering with The Christmas Kings, the event had experienced several years of declining attendance, diminishing guest excitement, and increasing challenges in maintaining its position as a premier holiday destination within the region. We knew significant changes would be required to restore the event to the legacy attraction it had once been.

From the outset, Mathew, Sean, and their team brought a fresh vision, creative energy, and strategic approach that immediately elevated the project. Rather than simply supplying décor, they became true partners in reimagining the guest experience. Their ability to create immersive environments, develop engaging photo opportunities, and introduce new themed elements transformed the overall event atmosphere and significantly increased guest engagement.

What impressed us most was their commitment to understanding our goals and their willingness to continually refine and improve the experience. Their team remained highly responsive throughout the design, installation, and operational phases, consistently delivering quality work while maintaining professionalism and attention to detail.

The impact of their efforts was substantial. The event regained momentum, attendance improved, guest feedback became overwhelmingly positive, and Hudson Gardens once again established itself as a must-see holiday destination. Through their creativity, expertise, and dedication, The Christmas Kings helped transform a struggling event back into a successful and growing legacy attraction.

I would confidently recommend The Christmas Kings, Mathew Kronquist, and Sean Skog to any organization seeking a partner capable of delivering exceptional holiday experiences, large-scale decorative installations, and memorable guest-focused events.

Please feel free to contact me if additional information would be helpful.

Sincerely,

Tatianna Langjahr

Tatianna Langjahr
Hudson Gardens
Langjahr@ssprd.org

CITY OF LAGUNA HILLS

PROJECT PACKAGE

Laguna Hills Holiday Experience

SHINE
CREATIONS

CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

LAGUNA HILLS CITY MONUMENTS

(i) Moulton/Lake Forest Entry Monument
- a. One (1) Tree

(including tree directly behind monument)

(ii) Moulton/Nellie Gail Entry Monument
- a. Four (4) Trees

(including tree directly behind monument)

(iii) Alicia/5 Freeway Entry Monument
- a. Two (2) Trees

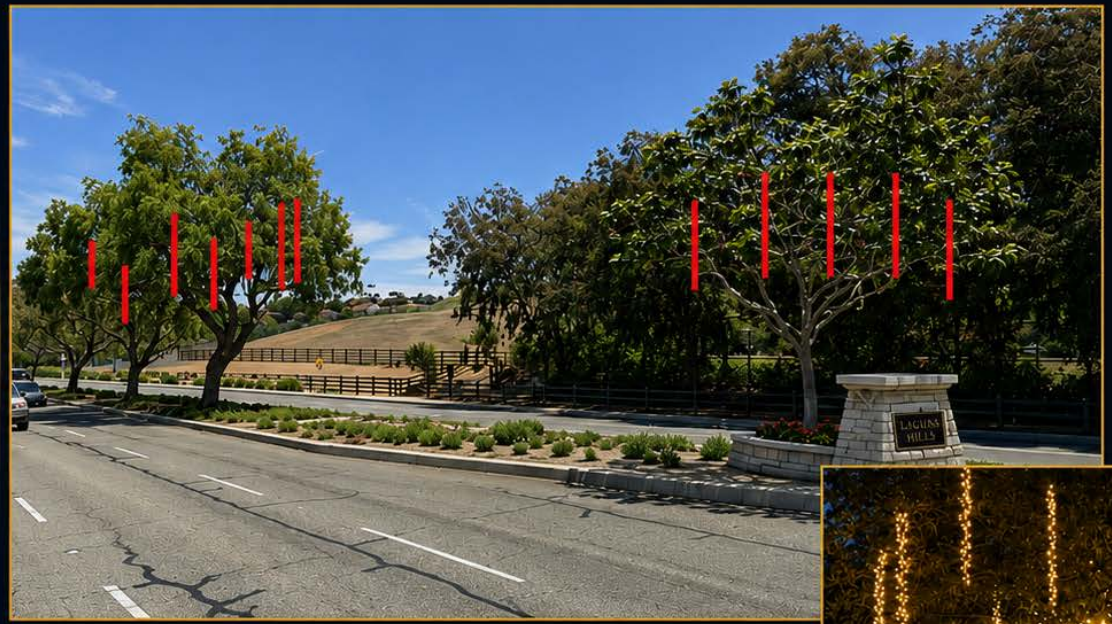
(including tree directly behind monument)

(iv) La Paz/Cabot Entry Monument
- a. Three (3) Trees

(including tree directly behind monument)

(v) Oso/Cabot Entry Monument
- a. Four (4) Trees

(including tree directly behind monument)





SHINE CREATIONS | CREATING BRIGHTER MOMENTS. TOGETHER.



(i) Moulton/Lake Forest Entry Monument
   a. One (1) Tree
   (including tree directly behind monument)



(ii) Moulton/Nellie Gail Entry Monument

a. Four (4) Trees

(including tree directly behind monument)



(iii) Alicia/5 Freeway Entry Monument

a. Two (2) Trees

(including tree directly behind monument)



(iv) La Paz/Cabot Entry Monument

a. Three (3) Trees

(including tree directly behind monument)



(v) Oso/Cabot Entry Monument
a. Four (4) Trees
(including tree directly behind monument)

CITY OF
LAGUNA HILLS

LAGUNA HILLS CITY MONUMENTS

Wrap trunk and major limbs of Trees behind Monument Signs with LED Pure White mini lights at 4" spacing between wraps approx. 15' high

LED Pure White mini lights will be strung around the canopies

LED Twinkle Hanging Cluster Lights Installed within the upper canopies of the median trees - on areas most viewable from driving approach

- **Aerial lift will be utilized**

LED Lit Garland across top of each Monument Sign with Red Bows

Bushes in front of and behind Monument Signs lit with Pure White LED Twinkle lights - Ground cover as applicable





CITY OF
LAGUNA HILLS

EL TORO
CENTER MEDIANS

Spiral wrap Palm Trees in center island with Warm White Twinkling LED mini lights at 4” spacing up approx. 25’ high

Place a 4.5’ Tall 3D Lit Ornament / Present boxes at top of ALL 8 PILLARS

Custom “LH” insert for the present boxes

*Note: There are two medians that look like this, both will be lit and decorated the same



OPTION 1

SHINE CREATIONS | CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

EL TORO
CENTER MEDIANS

Spiral wrap Palm Trees in center island with Warm White Twinkling LED mini lights at 4” spacing up approx. 25’ high

Place a 4.5’ Tall 3D Lit Ornament / Present boxes at top of ALL 8 PILLARS

Custom “LH” insert for the present boxes

*Note: There are two medians that look like this, both will be lit and decorated the same



OPTION 2

SHINE CREATIONS | CREATING BRIGHTER MOMENTS. TOGETHER.

GAZEBO

C9 LED Warm or Pure lights around perimeter and peak outline of the gazebo

48” Lit Wreath with bow hung at front peak of the gazebo

2 - 18” Bows hung on the front sides of the gazebo



SHINE CREATIONS

CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

COMMUNITY CENTER
COURTYARD

C9 Red and Pure white Lights (or alternate color) will be installed on the back & sides of the building and the front will be incorporated into the light show.

Trees and Bushes in the Courtyard with Pure White and Red LED mini lights to match the Community Center Building Lights and Decor Pieces mixed throughout the City.



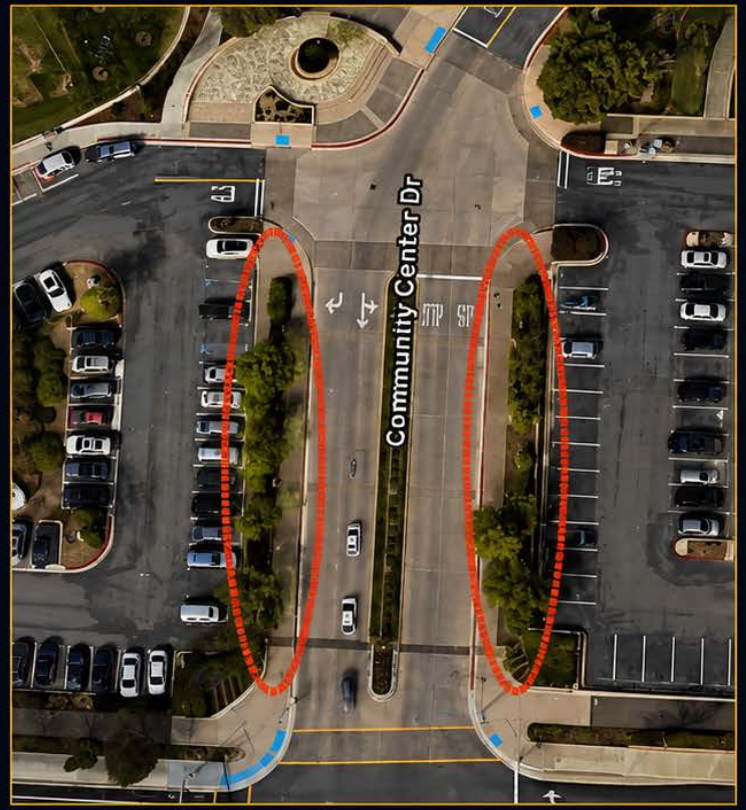
*Image from previous Installation

CITY OF
LAGUNA HILLS

COMMUNITY CENTER
ENTRY DRIVE

Trees along each side of the Community Center entry drive to be trunk and branch wrapped to approx. 12'

These trees will also be canopy wrapped as shown in the reference photo





SHINE CREATIONS

CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

LAGUNA HILLS COMMUNITY CENTER

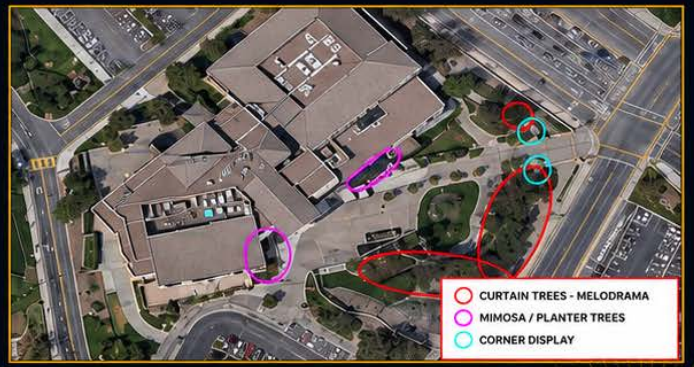
Hanging cluster lights set within high points of the canopies of the trees within the scope - most viewable from street side

Trees along each side of the Community Center entry drive to be trunk and branch wrapped to aprox. 12'

These trees will also be canopy wrapped as shown in the reference photo







SHINE CREATIONS

CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

COMMUNITY CENTER
COURTYARD

Alternating Red-White LED C9 bulbs on the sides and back of Community Center Building

6' Pre-Lit Wreath with 48" Red Bow mounted above main entry doors

Two 7.5' Tall Snowflakes mounted on windows to left and right of main entrance

Pure white lights in bushes and small palm trees in front of building. Red mini lights in fronds of small palm trees.

Installation of INTERACTIVE PHOTO OP in front of Community Center Building
- Heart of Christmas Ornament





Heart of Christmas





SHINE CREATIONS

CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

COMMUNITY CENTER CORNER PILLARS

PASEO DE VALENCIA AND ALICIA PKWY

Custom Happy Holidays Laguna Hills Entry Arch Present Box Sign

Two 4.5' Tall 3D Ornaments Pre-Lit with twinkling LED lights sitting on top of smaller Pillars



SHINE CREATIONS

CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

COMMUNITY CENTER
CHRISTMAS TREE

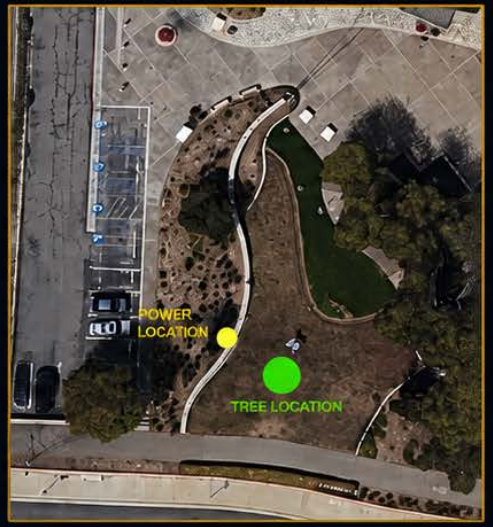
Trunk wrapped with micro LED Warm/Pure twinkling lights

Canopy wrapped with Warm C7 Lights and accented with Micro LED Warm/Pure twinkling lights

Ornament package installed on tree
- Traditional Colors - Red, Silver, Gold

On/Off Switch provided for City Council Tree lighting ceremony







LIGHT SWITCH FOR LIGHTS ON CEREMONY

SHINE CREATIONS | CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

COMMUNITY CENTER FEATURES

RGB LED LIGHTS THAT DANCE TO MUSIC AND SYNCHRONIZED TOGETHER TO CREATE AN IMMERSIVE INTERACTIVE LIGHT SHOW

- 8 branch wrapped trees with micro RGB LED lights approx. 15' high
- 400' RGB C9 LED roof line lights
- 1 x 18' tall trees of lights with 1200 RGB LED micro lights each
- 2 x 14' tall trees of lights with 800 RGB LED micro lights each
- BOSCOYO coro props - spinners, stars, candy canes, and a singing element
- 6 songs - synchronized lights to music







SHINE CREATIONS

CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

LAGUNA HILLS "LH" ON THE HILL

The LH on the Hill across from the community center will be outlined in Pure White C9 LED Bulbs

The L will have red Micro LED lights strung within the letter

The H will have green Micro LED lights strung within the letter.





SHINE CREATIONS | CREATING BRIGHTER MOMENTS. TOGETHER.

CITY OF
LAGUNA HILLS

LIVE PICS









SHINE CREATIONS | CREATING BRIGHTER MOMENTS. TOGETHER.

Pricing Breakdown:
Lights and Decor Rental

Entry Monuments and Gazebo Park

El Toro Center Medians

12 Spiral Wrapped Palm Trees along El Toro with Pure White Twinkle LED mini lights
8 4.5' Tall Pre-Lit 3D Ornaments & Gift boxes on top of El Toro Monument Pillars

Entry Monuments

5 Laguna Hills Monument Signs with Pre-Lit Garland across Top
14 Branch and Canopy Wrapped Trees with Hanging cluster lights at Entry Monument Signs
- Utilizing a Boom to ensure higher installation points
- Traffic Control Needed

Community Center

Community Center Perimeter Red/White LED C9 lights (Lighting Color TBD)
1 6' Wreath with 48" Red Bow above Community Center Main Entrance
2 7.5' Pandora Snowflakes above Community Center Entrances
1 Walk Through/Photo Op - Heart of Christmas Ornament
2 3' 3D Gift Boxes near photo op
2 7.5' Tall Pre-Lit 3D Red Ornaments on Corner Monument Pillars
2 4.5' Tall Pre-Lit 3D Silver Ornaments on Corner Monument Pillars
30 Trees and Bushes in front of Community Center Building and along Alicia Pkwy
8 Trees along Community Center Drive wrapped with Micro LED
Canopy wrapped
1 Pine Christmas Tree - trunk and canopy wrapped. Ornaments hung within canopy

*NOTE: Lighting color choice to be made by City prior to installation

Pricing Breakdown:

1 Community Hillside Monogram
Laguna Hills "LH" lighting program

LIGHT SHOW:

8 trees wrapped in RGB LED lights
400' C9 RGB LED roof lines
1 x 18' RGB trees of lights
2 x 14' RGB trees of lights
4 Boscoyo Spinners
Singing Component - Santa
6 light show props to include singing component
Speaker system for audio in the courtyard for light show

TOTAL:

$115,000

SHINE CREATIONS | CREATING BRIGHTER MOMENTS. TOGETHER.

PROJECT INFORMATION

PROJECT TIMELINE:

- Pre-Season wrapping of trees - Middle of October
- Installation of the entire scope completed by November 25th, 2026
- *All lights on buildings and trees will be installed after October 1st, all greenery and decor will be installed by November 25th.

*All trees must be trimmed by end of September so we can install lights. These will remain off until the point of project finalization.

PRODUCT WARRANTY AND SERVICE:

- All product provided as seasonal rental
- Price includes installation, any service calls with a 24-48 response time, and removal of all product in early January.

PAYMENT TERMS:

- 50% Due upon Signing of Contract (Net 30)
- 50% Due on December 15th (Net 30)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2026

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
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova, CA 95742

License#: 0F82764

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BERKLEY ASSURANCE COMPANY	39462
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KRONQUMA01
Shine Creations LLC
7115 Southpoint Pkwy., Unit 5132
Brentwood, TN 37027

COVERAGES **CERTIFICATE NUMBER:** 1087939555 **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			ASP913117780-01	5/27/2026	5/27/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification Of Insurance

SHINE
CREATIONS
LLC

THANK YOU

FOR YOUR CONSIDERATION

WE WOULD **LOVE** WORKING WITH YOU
TO BRING YOUR EVENT TO **LIFE**.

HOLIDAY LIGHT DISPLAY AGREEMENT
Shine Creations LLC

THIS HOLIDAY LIGHT AGREEMENT (the "Agreement") is made, entered into, and effective this ____ day of August 2026, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the state of California ("City"), and SHINE CREATIONS LLC.

1. TERMS OF AGREEMENT:

a. The Invoice, dated August 25, 2026 (the "Invoice"), the City of Laguna Hills 2026 Proposal dated August 25, 2026, and the 2026 Holiday Decorations Scope of Work – Request for Quotes dated July 31, 2026, attached hereto as Exhibit "A" and incorporated herein, along with these Terms and Agreement will represent the exclusive agreement ("Lighting Agreement") between Shine Creations LLC (formerly The Christmas Kings), and The City of Laguna Hills (the "Client").

b. The term of the Lighting Agreement shall be effective and begin on October 1st, 2026 and remain in effect through the end of the applicable holiday season, on January 31st, 2027.

2. PAYMENT TERMS:

a. The Client shall pay Shine Creations LLC the amount set forth in the invoice with the following terms in mind.

b. DEPOSIT - a deposit of 50% shall be due once the Invoice and terms are agreed upon.

c. BALANCE DUE - Client shall pay the remaining balance to Shine Creations LLC including any additional billable invoices that were incurred after initial contracting Net30 after the scope of work is completed in full.

d. CLIENT REFUNDS AND CREDITS - if there is a particular scope of work that cannot be completed due to Client power, construction, change of mind, or any other reason not in the control of Shine Creations LLC, Shine Creations LLC and the Client in a reasonable timely manner shall re-design, reallocate, or change the scope of work to another item valued at the same cost. Once a price point and invoice is agreed upon by the Client, the Client may not diminish their budget for that holiday season after the fact and request a refund or hold final payment.

e. CANCELLATION POLICY - in the event of a Client cancelation more than 30 days prior to the scheduled installation date, the Client shall forfeit a portion of their deposit amount which will be 25% of their total invoiced amount as a cancelation fee. If the Lighting Agreement is cancelled within 30 days of the installation date the Client shall be responsible for 50% of the invoice amount. If there is custom decor specific for the Client's project that has been ordered or manufactured at the request of Client, the Client will be responsible for 100% of the costs associated with such decor.

f. OWNERSHIP OF MATERIALS - Shine Creations LLC is the sole owner of all materials used on projects with the Client unless otherwise specified on the invoice denoting a purchase, lease to own, Client provided material, or similar. All products are supplied on a rental basis and it is the duty and obligation of the Client and their employees to use their best efforts to protect and ensure decorations and materials are not damaged, or stolen during the rental duration. Once installed on the Client's property, Client shall be responsible for the replacement or repair costs of materials that are stolen or damaged, excepting normal wear

and tear or weather-related damage.

3. SCOPE OF WORK

a. Installation

i. Shine Creations LLC will provide installation using commercially reasonable efforts to complete the installation as described in the scope of work and detailed on the Invoice (the "Project"), attached hereto as Exhibit "A" and incorporated herein. Shine Creations LLC will install the Client display no later than November 27th or on an earlier scheduled date agreed upon by Shine Creations LLC and the Client. All Non-Daytime decor (trees, bushes, roof lines, etc.) will be installed prior to November 1st and powered off until commencement of lighting display designated by Client. Determination of installation methods will be at the sole discretion of Shine Creations LLC. Shine Creations LLC shall not be responsible for functionality issues due to electrical system faults or inadequate power availability at the property.

b. Service

i. Shine Creations LLC will use commercially reasonable efforts to ensure all decorations are in working order during the season from the install date to January 1st, 2027. All service calls during the season shall be relayed to Shine Creations LLC in writing so there is a trackable date and time stamp on the service call. Please send detailed information about the issue so we can promptly respond and remedy the situation. Shine Creations LLC has a 24-48 hour service call response time for issues depending on the severity of the issue and service area. Client is required to change sprinkler run times in areas that lights have been requested. Sprinkler times must be set to start any time after the lights are off and to stop at least 4 hours prior to the lights activating. If there are issues with GFCI's popping and sprinkler times have not been changed Client may experience additional charges for service calls.

c. Removal

i. All lighting displays will be removed by January 2nd, 2027.

4. CLIENT CHECKLIST AND RESPONSIBILITIES:

a. Power - Client must provide sufficient power to each location lights are requested to be installed. Shine Creations LLC does not always conduct a site survey and it is not included in our pricing, Client is urged to have an electrical evaluation done with their preferred electrical contractor in order to ensure proper working power is available for Shine Creations LLC to tie into.

b. Bubble covers - All outlets should be equipped with In-Use covers to prevent tripping from intruding water threats. SHINE CREATIONS LLC cannot ensure workability of displays that are connected to outlets without bubble covers, and the Client may incur service call charges.

c. GFCI - The most common service call is for a tripped GFCI. Client is responsible for first attempting to reset the GFCI before requesting service. NOTE: power must be live to the outlet in order to reset the GFCI button. If an outlet is on a timer or photocell, that device must be activated to allow power to flow to the outlet before trying to reset. If a Shine Creations LLC technician is dispatched to repair an issue related to a popped GFCI in the circumstance that is related to a non protected GFCI outlet or a Client related power issue, the Client will be responsible for $75 per hour including drive time for the repair.

d. Sprinklers - Sprinkler systems must operate only when the lights are off. Please give 4 hours of dry time before the lights turn on for the evening. The Shine Creations LLC lights used on all projects are outdoor rated but they are not meant to be hit by direct pressurized water. If sprinklers hit lights or outlets, the GFCI will trip and cause light failure.

e. Tree trimming - Client will have all trees scheduled for lighting within the scope trimmed and ready for installation by the end of September. Trimming trees has several benefits: helps with the speed of install, allows more lights to be visible from guests, allows install technicians to wrap higher and more primary branches offering a better final product for no additional costs to the Client.

f. Deployed Product During The Season - SHINE CREATIONS LLC is not responsible for our product or Client owned product that has been stolen, cut, damaged, or destroyed while on the Client's property. Client must offer a safe and secure environment with adequate and sufficient security/supervision to prevent decorations from being stolen or damaged.

5. LEGAL

a. Notices - all notices and correspondence shall be delivered electronically to SHINE CREATIONS LLC main customer support email or the appropriate salesperson.

b. Modification or Waiver - No amendments, modifications or waivers of the Lighting Agreement shall be binding unless both parties agree in writing and both sign an amendment, addendum or new contract.

c. Severability - The invalidity or unenforceability of any particular provision of the Lighting Agreement shall not affect the other provisions hereof, and this Lighting Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

d. Governing Law -The Lighting Agreement shall be constructed and enforced under and in accordance with the laws of the state of California.

e. Dispute Resolution

i. (a) Mediation. In the event a dispute arises between the parties with respect to the Lighting Agreement, the parties agree to first submit such dispute to mediation in Orange County, California, which process shall commence by one party providing written notice to the other party requesting mediation. The mediator shall be selected by mutual agreement of the parties, provided, however, if the parties cannot agree on a mediator, SHINE CREATIONS LLC shall provide a list of five acceptable mediators to Client and Client shall choose the mediator from such list. The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. If the parties have not resolved a dispute within 90 days after written

notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration.

(b) Arbitration. If the parties are unable to resolve any dispute through mediation as set forth above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Orange County, California in accordance with the then existing Commercial rules ("Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the State of California, regardless of principles of conflicts of laws. In any arbitration pursuant to this Lighting Agreement, (i) discovery shall be allowed and governed by the Rules, and (ii) the award or decision shall be rendered by a single arbitrator appointed by mutual agreement of the parties. In the event of failure of the parties to agree within thirty (30) days after the commencement of the arbitration proceeding upon the appointment of the arbitrator, the arbitrator shall be appointed by the AAA in accordance with the Rules. Upon the completion of the selection of the arbitrator, an award or decision shall be rendered within no more than thirty (30) days. Notwithstanding the foregoing, the request by either party for preliminary or permanent injunctive relief, whether prohibitive or mandatory, shall not be subject to arbitration and may be adjudicated only by the courts of the State of California located in Orange County or the Federal District Court for the District of California. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards.

6. INSURANCE

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

6.2 **Types of Insurance Required**. As a condition precedent to the effectiveness of this Lighting Agreement, and without limiting the indemnity provisions set forth in this Lighting Agreement, SHINE CREATIONS LLC shall obtain and maintain in full force and effect during the term of this Lighting Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. SHINE CREATIONS LLC shall obtain and maintain, in full force and effect throughout the term of this Lighting 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 Lighting Agreement.

B. Automobile Liability Insurance. SHINE CREATIONS LLC shall obtain and maintain, in full force and effect throughout the term of this Lighting 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. SHINE CREATIONS LLC shall obtain and maintain, in full force and effect throughout the term of this Lighting 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. SHINE CREATIONS LLC agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the Client, its officials, officers, employees, agents and volunteers, and to require each of its sub consultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. SHINE CREATIONS LLC shall obtain and maintain, in full force and effect throughout the term of this Lighting 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.

6.3 **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 Client will accept workers' compensation insurance from the State Compensation Fund. In the event the Client determines that the Project work or services to be performed under this Lighting Agreement creates an increased or decreased risk of loss to the Client, SHINE CREATIONS LLC agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Client. SHINE CREATIONS LLC shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

6.4 **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 Client for written approval. Required insurance policies shall contain the following provisions, or SHINE CREATIONS LLC shall provide endorsements on forms approved by the Client 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 Client, 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 Lighting 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 SHINE CREATIONS LLC, or (4) contain any other exclusions contrary to the Lighting 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 Client. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of SHINE CREATIONS LLC's failure to pay the insurance premium, the notice provided to Client shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, SHINE CREATIONS LLC shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

6.5 **Deductibles and Self-Insured Retentions**. Any deductible or self-insured retention must be approved in writing by the Client in advance and shall protect the Client, 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.

6.6 **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 Client, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

6.7 **Waiver of Subrogation**. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the Client, its officials, officers, employees, agents and volunteers, or shall specifically allow SHINE CREATIONS LLC 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. SHINE CREATIONS LLC hereby agrees to waive its own right of recovery against the Client, its officials, officers, employees, agents and volunteers, and SHINE CREATIONS LLC hereby agrees to require similar written express waivers and insurance clauses from each of its sub consultants or subcontractors.

6.8 **Evidence of Coverage**. Concurrently with the execution of the Lighting Agreement, SHINE CREATIONS LLC 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 Client 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 Client. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, SHINE CREATIONS LLC shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Client evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. SHINE CREATIONS LLC shall promptly furnish, at Client's request, copies of actual policies including

all declaration pages, endorsements, exclusions and any other policy documents Client requires to verify coverage.

6.9 **Requirements Not Limiting**. Requirements 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 Lighting Agreement, or the extent to which SHINE CREATIONS LLC may be held responsible for payments of damages to persons or property.

6.10 **Enforcement of Agreement (Non-Estoppel)**. SHINE CREATIONS LLC acknowledges and agrees that actual or alleged failure on the part of the Client to inform SHINE CREATIONS LLC of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the Client nor does it waive any rights hereunder.

6.11 **Insurance for Subconsultants**. SHINE CREATIONS LLC shall either: (1) include all subconsultants or subcontractors engaged in any Project work or services for SHINE CREATIONS LLC relating to this Lighting Agreement as additional named insureds under the SHINE CREATIONS LLC's insurance policies; or (2) SHINE CREATIONS LLC 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 Client, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by SHINE CREATIONS LLC's subconsultants or subcontractors performing any Project work or services related to this Lighting Agreement shall be endorsed to name the Client, its officials, officers, employees, agents and volunteers, as additional insureds. SHINE CREATIONS LLC shall not allow any subconsultants or subcontractors to commence any Project work or services relating to this Lighting Agreement unless and until it has provided evidence satisfactory to Client that the subconsultant or subcontractor has secured all insurance required under this section.

6.12 **Other Insurance Requirements**. The following terms and conditions shall apply to the insurance policies required of SHINE CREATIONS LLC pursuant to this Lighting Agreement:

A. SHINE CREATIONS LLC shall provide immediate written notice to Client 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 SHINE CREATIONS LLC and available or applicable to this Lighting 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 Lighting Agreement or any other agreement relating to the Client 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 Client 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 SHINE CREATIONS LLC's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. SHINE CREATIONS LLC 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 SHINE CREATIONS LLC, provide the same minimum insurance coverage required of SHINE CREATIONS LLC. SHINE CREATIONS LLC 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. SHINE CREATIONS LLC agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the Client for review.

F. SHINE CREATIONS LLC agrees to provide immediate written notice to Client of any claim, demand or loss against SHINE CREATIONS LLC arising out of the Project work or services performed under this Lighting 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 Lighting Agreement.

7. INDEMNIFICATION

To the fullest extent permitted by law, SHINE CREATIONS LLC shall defend (at SHINE CREATIONS LLC's sole cost and expense with legal counsel reasonably acceptable to Client), indemnify, protect, and hold harmless Client, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (SHINE CREATIONS LLC's employees included), for damage to property, including property owned by Client, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to SHINE CREATIONS LLC's performance under this Lighting Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Lighting Agreement be construed to limit SHINE CREATIONS LLC's indemnification obligation or other liability hereunder.

8. ENTIRE LIGHTING AGREEMENT

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

9. NO DURESS

This Lighting Agreement has been entered into without force or duress, signing at free will of the Client and each party involved. The Client has had free will with a clear decision to enter into this Lighting Agreement as a fully informed decision and such persons/companies/or clients are aware of all legal verbiage and has complete understanding of all listed contractual terms and agreements.

I THE UNDERSIGNED AGREE IN FULL WITH ALL THE TERMS AND CONDITIONS LAID OUT IN THE ATTACHED DOCUMENTS AND INVOICES. I THE UNDERSIGNED AM QUALIFIED ON BEHALF OF SELF, CLIENT, OR THE PROPERTY/COMPANY TO ENTER INTO SUCH CONTRACT.

[*Signatures on Next Page*]

"Client"

City of Laguna Hills,
a California municipal corporation

BOB WINGENROTH,
City Manager

ATTEST:

(SEAL)

JOSHUA STEVENSON,

City Clerk

APPROVED AS TO FORM:

Vanessa Lassooy,
Assistant City Attorney

"Provider"

Shine Creations LLC.

By: _____
MATHEW KRONQUIST,
President

Exhibit A

Scope of Work

CITY OF LAGUNA HILLS
HOLIDAY LIGHTING AND DECORATION SERVICES

Proposal Due Date: July 31, 2026
Contact Person:

Holland Gannon, Community Services Director
hgannon@lagunahillsca.gov
949-707-2686

I. INTRODUCTION

The City of Laguna Hills is soliciting quotes (proposals) from qualified vendors for the design, installation, maintenance, and removal of holiday lighting and decorations at various locations throughout the City. The City seeks festive, professional, and visually impressive lighting displays that will enhance community spirit during the holiday season.

The proposals will include lights at entry monuments and a light show with holiday decorations at the Community Center.

The budget for 2026 Holiday Light Decorations is $125,000.

II. Scope of Work:

1. **Laguna Hills Entry Monuments and Gazebo Park**
    - **Garland & Lights:** Decorate all 5 Entry Monument signs with decorated, lighted garland and warm white lighting. Light bushes/shrubbery directly in front of Entry Monument sign with warm white lights
    - **Tree Decoration Requirements (per location):**
        - Trunk and individual branch wrapping with warm white string lighting
            1. Wrapped light strands should have no more than 2” separations on trunks
        - Canopy lighting and hanging light decorations (e.g., starbursts, drip lights, snowflakes) distributed evenly throughout the canopy
        - Lift and traffic coordination with Public Works as required

Location	Number of Trees
Moulton/Lake Forest 1	

Location	Number of Trees
Moulton/Nellie Gail	6
Alicia/5 Freeway	2
La Paz/Cabot	2
Oso/Cabot	2

2. **El Toro Medians (2 Identical Medians)**
    - Wrap entire palm tree trunk with warm white lights (6 palms per median)
    - Install lighted decorations on 4 pillars per median (ex. Christmas trees, snowflakes, gift boxes, ornaments, etc)

3. **Gazebo Park (Santa Maria/San Remo)**
    - Decorate gazebo with holiday lights and a wreath

4. **Community Center**
    - Wreaths, snowflakes, or other holiday-themed decorations on front entrance doors/windows
    - Install lighting on bushes, trees, and small palm trees in plaza area planters
    - Decorate 18' tall City outdoor Christmas tree:
        - Warm white string lights (with option to add multi-color/twinkle lights)
        - Ornaments
    - Light switch prop for tree lighting ceremony with City Council
    - Tree lighting adjacent to:
        - Alicia Parkway (warm white lights)
        - Paseo de Valencia (warm white lights)
        - Trees on both sides of Community Center Drive entry:
            - Wrap trunks and canopies as in "Entry Monument Light Coverage Examples"
    - Lit holiday decorations on monument pillars at corner of PDV/Alicia
    - One large walk-through lit decoration piece in plaza area
    - Design and install a holiday light show synchronized to music:
        - Include additional lighted decorations, lights, and professional audio equipment
        - Use plaza area trees (eight in tree wells) for light show lighting
        - When not active, lights must remain static
        - Include decorations within plaza area that integrate with the show

- Show Schedule:
    - Duration: 7–10 minutes per show
    - Frequency: Every 30 minutes from 5:00 PM to 9:00 PM
    - Program two alternating shows with different musical selections

III. GENERAL REQUIREMENTS (Applies to All Proposals)

- Provide traffic control, including traffic control plans, for the installation and removal of lights. Obtain a no-fee City encroachment permit from the Public Works Department prior to implementation of traffic control
- All lighting must be LED
- Timers or automation must be included for lighting control
- Contractor shall be responsible for maintenance and repair during the display period
    - Maintenance requests must be addressed within 24 hours of reported issue
- Lights must be installed by November 25th. Lights will be turned on at all locations from November 27, 2026-December 28, 2026. Lights must be removed by January 4, 2027
    - Photographic confirmation of installation will be sent to the City by November 27th
- Contractor must have experience with municipal-scale holiday lighting
- Weekly Nighttime Inspections of all lighted areas with summary of findings emailed to City staff the day after inspection is completed
- Mandatory attendance at Tree Lighting Ceremony on December 4th, 2026
- Insurance, bonding, and appropriate certifications required

- **INSURANCE**
    - Compliance with Insurance Requirements. VENDOR shall obtain, maintain, and keep in full force and effect during the term of this Lighting Agreement, at its sole cost and expense, and in a form and content satisfactory to Client, all insurance required under this section. VENDOR shall not commence any Project services or work under this Lighting Agreement unless and until it has provided evidence satisfactory to Client that it has secured all insurance required under this section. If VENDOR's existing insurance policies do not meet the insurance requirements set forth herein, VENDOR agrees to amend, supplement or endorse the policies to do so.
    - Types of Insurance Required. As a condition precedent to the effectiveness of this Lighting Agreement, and without limiting the indemnity provisions set forth in this Lighting Agreement, VENDOR shall obtain and maintain in full force and effect during the term of this Lighting Agreement, including any extension thereof, the following policies of insurance:
        - Commercial General Liability Insurance. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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 Lighting Agreement.

- Automobile Liability Insurance. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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.
- Workers' Compensation Insurance. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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. VENDOR agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the Client, its officials, officers, employees, agents and volunteers, and to require each of its sub consultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. VENDOR shall obtain and maintain, in full force and effect throughout the term of this Lighting 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.

- 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 Client will accept workers' compensation insurance from the State Compensation Fund. In the event the Client determines that the Project work or services to be performed under this Lighting Agreement creates an increased or decreased risk of loss to the Client, VENDOR agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Client. VENDOR shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.
- 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 Client for written approval. Required insurance policies shall contain the following provisions, or VENDOR shall provide endorsements on forms approved by the Client to add the following provisions to the insurance policies:

- 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:
    - Additional Insured: The Client, 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 Lighting Agreement; and
    - 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 VENDOR, or (4) contain any other exclusions contrary to the Lighting Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
    - 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 Client. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of VENDOR's failure to pay the insurance premium, the notice provided to Client shall be by ten (10) days prior written notice.
  - For all policies of Commercial General Liability Insurance, VENDOR shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.
- Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the Client in advance and shall protect the Client, 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.
- 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 Client, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the Client, its officials, officers, employees, agents and volunteers, or shall specifically allow VENDOR 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. VENDOR hereby agrees to waive its own right of recovery against the Client, its officials, officers, employees, agents and volunteers, and VENDOR hereby agrees to require similar written express waivers and insurance clauses from each of its sub consultants or subcontractors.

- Evidence of Coverage. Concurrently with the execution of the Lighting Agreement, VENDOR 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 Client 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 Client. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, VENDOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Client evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. VENDOR shall promptly furnish, at Client's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents Client requires to verify coverage.
- Requirements Not Limiting. Requirements 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 Lighting Agreement, or the extent to which VENDOR may be held responsible for payments of damages to persons or property.
- Enforcement of Agreement (Non-Estoppel). VENDOR acknowledges and agrees that actual or alleged failure on the part of the Client to inform VENDOR of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the Client nor does it waive any rights hereunder.
- Insurance for Subconsultants. VENDOR shall either: (1) include all subconsultants or subcontractors engaged in any Project work or services for VENDOR relating to this Lighting Agreement as additional named insureds under the VENDOR's insurance policies; or (2) VENDOR 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 Client, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by VENDOR's subconsultants or subcontractors performing any Project work or services related to this Lighting Agreement shall be endorsed to name the Client, its officials, officers, employees, agents and volunteers, as additional insureds. VENDOR shall not allow any subconsultants or subcontractors to commence any Project work or services relating to this Lighting Agreement unless and until it has provided evidence satisfactory to Client that the subconsultant or subcontractor has secured all insurance required under this section.
- Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of VENDOR pursuant to this Lighting Agreement:

- VENDOR shall provide immediate written notice to Client 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.
- All insurance coverage and limits provided by VENDOR and available or applicable to this Lighting 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 Lighting Agreement or any other agreement relating to the Client or its operations shall limit the application of such insurance coverage.
- 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 Client and approved in writing.
- 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 VENDOR's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- VENDOR 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 VENDOR, provide the same minimum insurance coverage required of VENDOR. VENDOR 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. VENDOR agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the Client for review.
- VENDOR agrees to provide immediate written notice to Client of any claim, demand or loss against VENDOR arising out of the Project work or services performed under this Lighting 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 Lighting Agreement.

- INDEMNIFICATION
  - To the fullest extent permitted by law, VENDOR shall defend (at VENDOR's sole cost and expense with legal counsel reasonably acceptable to Client), indemnify, protect, and hold harmless Client, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (VENDOR's employees included), for damage to property, including property owned by Client, or from any violation of any federal, state, or local law or ordinance, which

Claims arise out of, pertain to, or are related to VENDOR's performance under this Lighting Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Lighting Agreement be construed to limit VENDOR's indemnification obligation or other liability hereunder.

IV. SUBMISSION REQUIREMENTS

Please include the following in your proposal:

1. Company profile and relevant experience
2. Detailed scope of work for each proposal
3. Conceptual lighting plan, sketches, and photos of past work
4. Project timeline
5. Itemized cost breakdown by proposal and location
6. Warranty and maintenance plan
7. Proof of insurance and licenses
8. Three references from similar projects

V. SELECTION CRITERIA

Proposals will be evaluated based on:

a. Creativity and quality of design
b. Experience and qualifications
c. References and past performance
d. Cost-effectiveness
e. Timeline feasibility
f. Maintenance and warranty service

Please submit proposals and inquiries by July 31, 2026 to:

Holland Gannon
City of Laguna Hills
25555 Alicia Pkwy, Laguna Hills CA 92653
hgannon@lagunahillsca.gov
949-707-2686

Entry Monument & Gazebo Park Locations

Entry Monument (Alicia/5 Freeway)



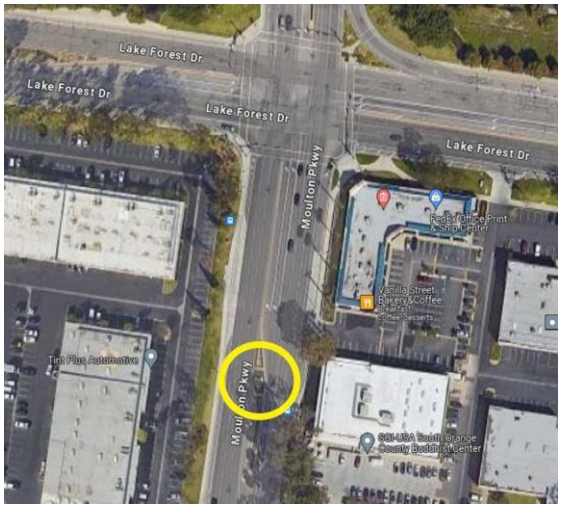
Entry Monument (Oso/Cabot)



Entry Monument (La Paz/Cabot)



Entry Monument (Moulton/Lake Forest)



Entry Monument (Moulton/Nellie Gail)



Gazebo Park (Santa Maria/San Remo)



El Toro Median Locations



Community Center Decoration Coverage



Outer tree decoration coverage areas

Planter area decorations

Corner monument decorations

Outdoor Xmas Tree

Additional Areas not marked on diagrams requiring lights and decorations:

1) Community Center roofline
2) Front entrance doors and windows
3) Main walkthrough lit decoration
4) Lights/Decorations installed in plaza area and incorporated into the light show

Community Center Drive Coverage



Entry Monument Light Coverage Examples

1) Wrap tree trunk and major branches with lights





2) Wrap tree canopy with lights





3) Hang lit decorations such as star bursts, snowflakes, or drip lighting from tree canopy





4) Decorate monuments with lighted garland and shrubbery with lights





Shine Creations
7115 Southpoint Pkwy #5132
Brentwood, TN 37027
(951) 454-9777
Mat@ShineCreations.com

INVOICE

CITY OF LAGUNA HILLS - Holiday Decor Program
25555 Alicia Parkway, Laguna Hills, Ca
Holland Gannon
HGannon@lagunahillsca.gov

INVOICE	2026 - LHH - DEP
DATE	08/14/2026

QTY	DESCRIPTION	AMOUNT

Entry Monuments and Gazebo Park
El Toro Center Medians
12 – Spiral Wrapped Palm Trees along El Toro with Pure White Twinkle LED Mini Lights
8 – 4.5' Tall Pre-Lit 3D Ornaments & Gift Boxes on top of El Toro Monument Pillars
Entry Monuments
5 – Laguna Hills Monument Signs with Pre-Lit Garland across Top
14 – Branch and Canopy Wrapped Trees with Hanging Cluster Lights at Entry Monument Signs
Utilizing a Boom to ensure higher installation points
Traffic Control Needed
Community Center
Community Center Perimeter Red/White LED C9 Lights (Lighting Color TBD)
1 – 6' Wreath with 48" Red Bow above Community Center Main Entrance
2 – 7.5' Pandora Snowflakes above Community Center Entrances
1 – Walk Through/Photo Op – Heart of Christmas Ornament
2 – 3' 3D Gift Boxes near photo op
2 – 7.5' Tall Pre-Lit 3D Red Ornaments on Corner Monument Pillars
2 – 4.5' Tall Pre-Lit 3D Silver Ornaments on Corner Monument Pillars
30 – Trees and Bushes in front of Community Center Building and along Alicia Pkwy
8 – Trees along Community Center Drive wrapped with Micro LED
Canopy Wrapped
1 – Pine Christmas Tree – trunk and canopy wrapped; ornaments hung within canopy

Note: Lighting color choice to be made by City prior to installation.

Courtyard
1 – 2D Sleigh and Reindeer Set
Installed above the courtyard fountain
Light Show
8 – Trees wrapped in RGB LED Lights
400' – C9 RGB LED Roof Lines
1 – 18' RGB Tree of Lights
2 – 14' RGB Trees of Lights
4 – Boscoyo Spinners
Singing Component – Santa
6 – Light Show Props to include singing component
Speaker System for audio in the courtyard for light show

Pricing includes installation, Service, and Removal. All items supplied as a rental to the project.

Please make all checks payable to Shine Creations
Mail to: 7115 Southpoint Pkwy #5132, Brentwood, TN 37027

PROJECT TOTAL	**$115,000.00**
DEPOSIT DUE	**$57,500.00**

Accepted By

Accepted Date

Shine Creations
7115 Southpoint Pkwy #5132
Brentwood, TN 37027
(951) 454-9777
Mat@ShineCreations.com

INVOICE

CITY OF LAGUNA HILLS - Holiday Decor Program
25555 Alicia Parkway, Laguna Hills, Ca
Holland Gannon
HGannon@lagunahillsca.gov

INVOICE	2026 - LHH - FULL
DATE	08/14/2026

QTY	DESCRIPTION	AMOUNT

Entry Monuments and Gazebo Park
El Toro Center Medians
12 – Spiral Wrapped Palm Trees along El Toro with Pure White Twinkle LED Mini Lights
8 – 4.5' Tall Pre-Lit 3D Ornaments & Gift Boxes on top of El Toro Monument Pillars
Entry Monuments
5 – Laguna Hills Monument Signs with Pre-Lit Garland across Top
14 – Branch and Canopy Wrapped Trees with Hanging Cluster Lights at Entry Monument Signs
Utilizing a Boom to ensure higher installation points
Traffic Control Needed
Community Center
Community Center Perimeter Red/White LED C9 Lights (Lighting Color TBD)
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Pricing includes installation, Service, and Removal. All items supplied as a rental to the project.

Please make all checks payable to Shine Creations
Mail to: 7115 Southpoint Pkwy #5132, Brentwood, TN 37027

PROJECT TOTAL **$115,000.00**

Accepted By

Accepted Date

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: 2026 Holiday Event Series Pre-Event Report

Recommendation: That the City Council receive and file the 2026 Holiday Event Series Pre-Event Report.

Background:

The City of Laguna Hills' annual Holiday Event Series provides opportunities for community members to celebrate the holiday season through a variety of fun and celebratory events. Below are the details for each event.

The 2026 Holiday Event Series will consist of three signature events:

- Friday, December 4 – Tree Lighting Ceremony (6:00pm-8:00pm)
- Friday, December 11 – Parents' Night Out (6:00pm-8:30pm)
- Saturday, December 12 – Breakfast with Santa (two seatings-9:00am and 10:30am)
- Friday, December 18 – Holiday Dance Extravaganza (6:30pm-9:00pm)

There will also be additional celebrations including:

- Wishing Tree
- Community Light Map
- Hot chocolate and cookie stations on select nights
- Special holiday excursions
- Holiday light show
- Toy Drive: Partner with Christ Community Church to host Toy Drive by waiving fees for the Heritage Room

Tree Lighting Ceremony

The annual Tree Lighting Ceremony will be held on Friday, December 4, from 6:00pm-8:00pm at the Laguna Hills Community Center.

The event will feature:

- Tree lighting ceremony
- Visit and photos with Santa Claus
- Carolers
- Seasonal refreshments
- Children's activities and crafts
- Community booths
- Holiday-themed photo opportunities
- Snow-play area
- Games

The event is anticipated to attract approximately 500 attendees and serves as the official kickoff to the City's holiday season.

Parents' Night Out

Parents' Night Out will take place on Friday, December 11th, at the Laguna Hills Community Center.

Parents' Night Out is a $5 babysitting service for families with children age 6-14. There will be seasonal crafts, games, and dinner will be provided.

Breakfast with Santa

Breakfast with Santa will take place on Saturday, December 12, at the Laguna Hills Community Center.

This family event provides children and their families with the opportunity to enjoy breakfast with Santa Claus in a festive setting. Activities include:

- Catered pancake breakfast from Polly’s Pies
- Visits and photos with Santa
- Holiday crafts and activities
- Seasonal entertainment

Due to demand, this year’s event will have two seating times (9:00am and 10:30am). The capacity will be 150 per seating, so we anticipate 300

participants, increased from 180 participants. Advanced ticket purchase will be required. The cost for Laguna Hills residents is $10 and for non-residents, the cost is $15.

Holiday Dance Extravaganza

The Holiday Dance Extravaganza will be held on Friday, December 18, at the Community Center.

The event showcases performances by local dance studios and community groups celebrating the holiday season. The program will feature a variety of dance styles and performances while providing an opportunity for local youth and performers to share their talents with the community. There is also a catered dinner for the event. The cost is $20 per person. Staff anticipates approximately 150 attendees.

Fiscal Impact:

The budget for the holiday event series is $21,500.

The cost breakdown per event is as follows:

Event	2025 Cost	Estimated 2026 Cost	Estimated Revenue (Ticket Sales)
Tree Lighting Ceremony	$8,785	$9,050	
Parent's Night Out	$1,870	$2,000	$250
Breakfast with Santa	$5,275	$7,915	$3,750
Holiday Dance Extravaganza	$12,120	$12,500	$3,000
		$31,465	**$7,250**

There may be additional revenue depending on sponsorships.

Attachments:
None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: License Agreement with SOCAL Counseling Services for 24031 El Toro Road, Suite 250D

Recommendation: That the City Council: 1. Approve of the license agreement; and 2. Authorize the City Manager to sign the license agreement.

Background:

SOCAL Counseling Services, a Licensed Marriage and Family Therapy Corporation, currently occupies Suite 250D at the Laguna Hills Civic Center, located at 24031 El Toro Road. SOCAL Counseling Services operates a marriage and family counseling business and has occupied space in the Civic Center since July 2024. The current license agreement for Suite 250D expires on July 31, 2026. City staff and the Civic Center property management company, Essex Realty Management, Inc., have negotiated a new 12-month license agreement for the continued use of Suite 250D from August 1, 2026 through July 31, 2027.

License agreements are utilized for tenants in Suite 250 because, unlike other offices in the Civic Center, Suite 250 has been subdivided into five (5) offices, each with its own tenant. The tenants share a common hallway and reception area. The license agreements are considered short-term and run for 12-month periods. This suite was leased in this manner starting several years ago because City staff and Essex Realty Management identified several prospective lessees who wanted office space in the Civic Center, but individually did not have the need for full use of a larger office space. This arrangement benefits both the lessees and the City because the total sum of the rent collected from the five offices exceeds the amount that would otherwise be collected on a traditional office lease.

The proposed license agreement has been included as an attachment to this staff report. City staff recommends approval of the license agreement.

Fiscal Impact:

The following is a summary of the key terms and financial analysis:

Commencement Date:	August 1, 2026
Term:	12 Months
Rentable Square Feet:	~200 SF
Estimated Upfront Capital:	$210
Base Rent: Months 1-12:	$700.00 per month (~$3.50/SF/Mo)
Total Estimated Rent Payments:	$8,400

The Base Rent includes the lessee's share of eligible operating expenses (also known as common area maintenance charges). Upfront Capital includes leasing commissions and tenant improvements (or allowances for tenant improvements). The negotiated license agreement does not include any tenant improvement concessions or allowances. Essex Realty, per the terms of the existing property management agreement, will receive approximately $210 for its commission (2.5% of total rent consideration). This is substantially lower than what would have been paid in commissions to the procuring broker if the space had been rented to someone not currently a tenant.

Attachments:

1. Proposed License Agreement - Suite 250 D

ACCOMMODATION LICENSE SUMMARY

Building and Suite where User is located

Address 24031 El Toro Road, Suite 250D	City Laguna Hills
State CA	Zip Code 92653

User Information

Name: SOCAL Counseling Services, a Licensed Marriage and Family Therapy Corporation	Contact Name/Title: Elina Kamrany/President
Address: 24921 Luton Street	City: Laguna Hills
State: CA	Zip Code: 92653
Telephone:949-231-7345	Fax:

User invoicing details (if different from above)

City name	Contact Name/Title
Address	City
State	Zip Code
Telephone	Fax

User Business

SOCAL Counseling Services, A Licensed Marriage and Family Therapy Corporation

Type	Areas Assigned	Term	Qty.	Fee per Area	Total Monthly Fee
Office	250D	8/1/2026 – 7/31/2027	1	$700.00	$700.00
Workstation	N/A				

Service Retainer on file	**$700.00**

Make All Payments to: The City of Laguna Hills

c/o Essex Realty Management 17744 Sky Park Circle #100 Irvine, CA 92614

This License Summary applies to the provision of accommodations and services by City under the Accommodation License Agreement to which this is attached ("Agreement"). Capitalized terms not defined herein have the meaning ascribed to them in the Agreement.

THE CITY OF LAGUNA HILLS

By: Bob Wingenroth

By:_____
Its: City Manager

"User"

By:_____
Elina Kamrany

4826-3312-1800, v. 1

ACCOMMODATION LICENSE AGREEMENT

This Accommodation License Agreement ("License") is entered into by The City of Laguna Hills ("City") and the undersigned ("User") as of the date signed by City. This License includes the preceding Accommodation License Summary ("License Summary") and attached Rules and Regulations (Exhibit A) which are incorporated herein by this reference.

Purpose and Intent. The purpose of this License is to set forth the terms and provisions under which City will provide the accommodations and services described herein to User. Notwithstanding anything to the contrary contained herein or in the Master Services Agreement, City and User expressly acknowledge, confirm and agree that: (i) this License is and shall at all times be a license and is the commercial equivalent of an agreement for accommodation in a hotel; (ii) the relationship between City and User created hereunder is that of licensor-licensee, and not of landlord-tenant or lessor-lessee; and (iii) this License shall not create or be deemed to create any tenancy interest, leasehold estate or other real property interest in favor of User with respect to the accommodations and services provided hereunder.

ACCOMMODATION SERVICES

Accommodations Provided. City shall use its good faith efforts to provide User with the number of ~~furnished~~ offices and workstations (individually, an "Area" and collectively, the "Areas") specified on the License Summary within the Building and Suite specified in the License Summary ("Building"). User shall be responsible for all costs of installing any telephone or internet service to the Areas.

In connection with User's use of the Areas, City will use its good faith efforts to provide the following services during the Building's normal business hours (as the same may be modified from time to time by City):

1. access to User's Areas;
2. heating and air conditioning during normal business hours for the Building;
3. lighting and electrical power for normal business use;
4. cleaning and janitorial;
5. use of the common area generally made available to other users of the Building, including, without limitation, lobby and sanitary facilities; and
6. Wireless internet connection

Notwithstanding anything to the contrary contained in this License, the City reserves the right to add, delete or modify any or all of said services at any time. Any special arrangements for User's use of such services outside the Building's normal business hours will be considered in good faith by City within a reasonable time period after requested by User.

USING THE BUILDING

Move In. Upon moving in, User shall sign an inventory of all furniture and equipment User is permitted to use hereunder, together with a note of its condition, and details of the keys or entry cards issued to User.

Permitted Use. User may only use the Building (including, without limitation, the Areas) for the purposes stated in the License Summary or subsequently agreed to between User and City. Use of the Building for a "retail" use, involving frequent visits by members of the public, is not permitted.

User's Name and Address. User may only transact business from the Building in its own name or some other name that City consents in writing to allow. User shall not put up any signs on the doors to the Areas or anywhere else which is visible from outside the Areas which User is then using. User may use the Building's address as its business address during the term hereof; provided, however, that User may not use the pictures or illustrations of the Building in any advertising or other publicity without the prior written consent of City.

City's property. User must take good care of all parts of the Building, including any equipment, fixtures and furnishings which User is permitted to use hereunder. User shall not alter any part of the Building or City's equipment, fixtures or furnishings. User shall be liable for any damage caused by User or its employees, agents, customers, vendors, permittees or invitees.

Furniture and equipment. User shall not install any furniture or office equipment, satellite or microwave antennas or dishes, cabling, technology or telecommunication lines or connections without City's prior written consent, which City may refuse at City's sole and absolute discretion.

Keys. Any keys or entry cards which City permits User to use shall remain City's property at all times. User must not make any copies of them or allow anyone else to use them without City's consent. Any loss of keys or entry cards must be reported to City immediately and User must pay the cost of replacement keys or entry cards and of changing locks, if required. If User is permitted to use the Building outside normal Building hours, then User shall be responsible for locking the doors to User's Areas and to the Building when User leaves.

Compliance with law. User must comply with all relevant laws and regulations in the conduct of User's business. User must do nothing illegal. User must not do anything that may interfere with the use of the Building by City or by others permitted to use the Building, cause any nuisance or annoyance, increase the insurance premiums City has to pay or cause loss or damage to City. User acknowledges that the terms of the foregoing sentence are a material inducement to City for the execution of User's agreement.

Compliance with Building rules. User must comply with all Building rules, policies and procedures that City imposes generally on users of the Building, whether for reasons of health and safety, fire precautions or otherwise as amended by City from time to time in its discretion ("City Rules").

Insurance. User shall obtain and maintain the following insurance policies: (a) property insurance for User's own property and items which User bring into the Building, (b) workman's compensation insurance in the minimum amounts required under applicable state law, and (c) commercial general liability of no less than $1,000,000.

PROVIDING THE SERVICES

Access to the Areas. City shall have the right to enter the Areas that User is permitted to use hereunder at any time and without prior notice; provided, however, that City will use its reasonable efforts to respect security procedures to protect the confidentiality of User's business.

Parking. User may, subject to rules made by City, use one (1) parking space per Area on a nonexclusive basis with other users of the Building.

Unavailability of Areas. If for any reason City cannot provide the number of Areas stated in the License Summary by the date specified in the License Summary or during the term hereof, City shall not be liable to User for any losses or damages of User whatsoever, provided, however, City will not charge User the standard fee for Areas User cannot use until such Areas or substitutes thereto become available.

City's liability. City shall not be liable for any loss, liability or damage as a result of City's failure to provide all or any portion of the Areas or services hereunder as a result of mechanical breakdown, strike, delay, failure of staff, termination of City's interest in the building containing the Building or for any reason whatsoever that is beyond the reasonable control of City. City may suspend the provision of Areas and services (including access to the Areas) for reasons of political unrest, strikes, or other events beyond City's reasonable control, in which event payment of the standard fee will also be suspended for the same period.

Security. City makes no warranty or representation to User with respect to any security services or systems. User shall be fully responsible for the safety and security of its personal property brought onto the Building.

USER'S AGREEMENT

User's agreement. User acknowledges that its use of the Areas and services permitted under this License are solely being provided by City so that City can provide services to User. This License is personal to User, unassignable and revocable by City at any time; User acknowledges that its rights hereunder are solely that of a licensee, and therefore, User cannot transfer any rights hereunder to anyone else.

TERM AND TERMINATION

Duration. This License may be terminated at any time by City by providing notice to User. If such termination by City is purely for convenience, then City will provide a minimum of thirty (30) days advance written notice of City's intent to terminate this License. This License may be terminated by User upon thirty (30) days prior written notice to City of the termination date. If User terminates this License, User shall be obligated to pay the standard license fees through the termination date set forth in the notice (regardless of the date User vacates any or all of the Areas) and, in addition, if such termination date is within twelve (12) months of the date User moved into the Area(s), then User shall pay City a termination fee equal to fifty percent (50%) of the standard license fee that would have been paid if the termination date were twelve (12) months following the date User moved into the Area(s) to compensate City for administrative and transaction costs associated with the termination.

If the Building is not available. In the unlikely event that City is no longer able to provide the Areas and/or services (or reasonable substitutes thereto) at the Building stated in the License Summary, then this License will end and User will only have to pay standard fees up to the date this License ends.

When License ends. Upon the termination of this License:

1. User shall vacate the Areas and the Building immediately, leaving them in the same condition as they were in when User moved in, reasonable wear and tear excepted. If User leaves any of User's own property in the Building after this License has been terminated, City may dispose of it in any way City chooses without liability to User for such property or any proceeds of sale thereof; and

2. User shall indemnify City for any loss, claim or liability City incurs as a result of User's failure to vacate on time.

Notices. Any notices permitted or required under this License must be in writing and will be deemed given when delivered personally, by facsimile (with confirmation of receipt), by air express courier (charges prepaid with return receipt requested), or five (5) days after deposit in the U.S. mail. City may provide notice of amendments to any services provided hereunder, Building rules or increases in license fees or service retainers by e-mail or publication of the same on a City designated Web Site, which is identified by notice given in any of the foregoing manners. All other notices permitted hereunder shall be addressed to the other party at the address identified in the License Summary, but each party may change the address by written notice in accordance with this paragraph.

Indemnification. Except to the extent caused by City's gross negligence or willful misconduct, User will defend, indemnify and hold City and its affiliates, officers, directors, employees, agents and successors and assigns harmless from any and all liability, claims, damages, loss and expenses (including attorneys' fees) incurred in connection with or arising from any acts, omissions or negligence of User or any person claiming by, through or under User or any breach of this License.

Consequential loss. If for any reason City cannot provide User with any Areas or services, City's liability is limited to crediting or returning to User a fair proportion of the relevant standard fee. To the extent permitted by law, City will have no liability whatsoever for any consequential loss as a result of anything City or City's manager do or fail to do.

Applicable law. This License shall be interpreted and enforced in accordance with the laws of the state of California.

FEES

Standard license fee. The standard license fee initially charged by City is set forth in the License Summary; City reserves the right to increase such fee at any time and from time to time by giving notice of the same to User. The standard license fee is payable in advance in full by the 1st day of each month in respect of standard services to be provided during such calendar month. For any period of time less than a month, the license fee will be apportioned on a daily basis. User agrees to promptly pay (or reimburse City, if applicable, for) (i) all sales, use, excise and any other taxes and license fees which User is required to pay to any governmental authority (and, at City's request, will provide to City evidence of such payment) and (ii) any taxes paid by City to any governmental authority that are attributable to the accommodation, including, without limitation, any gross receipts, occupancy taxes, or tangible personal property taxes.

Payment terms. Payment is due on the 1st of each month. A late fee of 10% will be charged after the 10th of the month. Any amounts not paid when due shall, in addition to any other remedies, bear interest at a rate of 1.2% per month (or the maximum rate allowed by law, if less) on the delinquent amount from the date due. All payments will be made in U.S. Dollars to City at the address stated in the License Summary, or such other address that is from time to time designated by City.

Service retainer. The service retainer specified in the License Summary (if any) User paid on entering into this License will be held by City, without interest, as security for performance of all User's obligations under this License. The service retainer, or any balance after deducting outstanding fees and other costs due to City hereunder, will be returned to User within 60 days after the termination of this License. City may require User to pay an increased service retainer if outstanding fees exceed the service retainer held or if User fails to timely pay any amounts due hereunder.

Withholding services. City may withhold services (including for the avoidance of doubt, denying User access to User's Areas) while there are any outstanding fees or User is otherwise in breach of this License.

THE CITY OF LAGUNA HILLS

By: Bob Wingenroth

By:_____
Its: City Manager

"User"

By:_____
Elina Kamrany

RULES AND REGULATIONS

ATTACHED TO AND MADE A PART OF ACCOMODATION LICENSE AGREEMENT

The following Rules and Regulations shall be in effect at the Office Building Project. City reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and Regulations and the License, the License shall be controlling.

1. Except with the prior written consent of City, no User shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the License.

2. City reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on City occasioned by the presence of such vendors or the sale by them of personal goods or services to the User or its employees. If reasonably necessary for the accomplishment of these purposes, City may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a User, other than goods or services, which are used by a User only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to User's vendors and suppliers in connection with User's operation of its business.

3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any User or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and City shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of City shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its Users, provided that nothing herein contained shall be construed to prevent such access to persons with whom User normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No User and no employees of any User shall go upon the roof of the Building without the written consent of City. This Section 3 shall not apply to User's vendor's suppliers in connection with User's operation of its business.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that or which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the User who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by User on any part of the Office Building Project or the Premises without the prior written consent of City. If City shall have given such consent at any time, whether before or after the execution of this License, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this License, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by City and shall not be construed as dispensing with the necessity or obtaining the specific written consent of City with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by City. City shall have the

right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of User, and City shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to City's prior approval. If City, by a notice in writing to User, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by User. No awnings shall be permitted on any part of the Premises.

7. User shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by City.

8. User shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Users, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

9. No User shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. User shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to City or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Users or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

10. User and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by City for smoking, in City's sole and absolute discretion.

11. No cooking shall be done or permitted by User on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.

12. User, upon the termination of its tenancy, shall deliver to City all the keys of offices, rooms and toilet rooms which shall have been furnished User or which User shall have had made, and in the event of loss of any keys so furnished, shall pay City therefore.

13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. City shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom City has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, City reserves the right but shall not be obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.

14. User shall see that the windows and doors of the Premises are closed and securely locked before leaving the building and User shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before User or User's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off,

so as to prevent waste or damage, and for any default or carelessness User shall make good all injuries sustained by other Users or occupants of the Building or City.

15. User shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of City. If City shall give its consent, User shall in each case furnish City with a key for any such lock.

16. User shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by City under the License and any such equipment shall be placed in the Premises in settings approved by City to adsorb or prevent any vibration, noise or annoyance.

17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by User.

18. City shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by User which in Landlord's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Users, and upon written notice from City, User will refrain from or discontinue such publicity.

19. User shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.

20. User shall not overload the floor of the Premises. In addition, User shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.

21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of City and all moving of the same into or out of the Building shall be done at such time and in such manner, as City shall designate. City shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by City, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, City's consent to placement of User's safes, heavy equipment or furniture shall not constitute a representation or warranty by City that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve User from responsibility for the consequences of noncompliance. City will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of User. There shall not be used in any space, or in the public halls of the Building, either by any User or others, any hand trucks except those equipped with rubber tires and side guards.

22. Except with the written consent of City, no person or persons other than those approved by City shall be permitted to enter the Building for their purpose of cleaning the same. User shall not cause any unnecessary labor by reason of User's carelessness or indifference in the preservation of good order and cleanliness. City shall in no way be responsible to any User for any loss of property on the Premises, however occurring, or for any damage done to the effects of any User by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.

23. City will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of City. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of City.

24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by City.

25. City reserves the right to exclude or expel from the Office Building Project any person who in the judgment of City, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.

26. The requirements of User will be attended to only upon application to City. Contractors, vendors and employees of City shall not perform any work or do anything outside of their regular duties unless under special instructions from the City or City's agent.

27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the City.

28. City shall have the right, exercisable without notice and without liability to User, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.

29. User agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by City and User also shall provide City with the name of a designated responsible employee to represent User in all matters pertaining to such fire or security regulations.

30. City reserves the right by written notice to User, to rescind, alter or waive any rule or regulation at any time prescribed for the Office Building Project when, in City's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its Users.

31. Users shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.

32. City shall furnish heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday except for holidays. In the event User requires heating and air conditioning during off hours, Sundays or Holidays, City shall on notice provide such services at the then prevailing rate for such extra services.

33. User shall cooperate with City in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises. User shall not obstruct, alter, or in any way impair the efficient operation of City's heating, ventilating and air-conditioning system. User shall not tamper with or change the setting of any thermostats or control valves.

34. Parking

    (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by City from time-to-time. User agrees to cooperate with City in completing regular maintenance of the parking lot.

    (b) Automobiles must be parked entirely within the stall lines.

    (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.

    (d) Parking is prohibited in areas not striped for parking.

(e) City may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.

(f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.

(g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.

(h) Storage of vehicles in the parking facilities is prohibited. User and User's employees and visitors shall not leave vehicles in the parking lot overnight.

(I) City reserves the right to restrict customer, User and User's employees parking to a limited designated area or areas.

35. User agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as City may adopt from time to time for the orderly and proper operation of said Common Areas.

City reserves the right to make such other and further rules and regulations as in its judgment may be for the safety, care and cleanliness of the Office Building Project and for the preservation of good order therein. User agrees to abide by these Rules and Regulations herein above stated and any additional rules and regulations, which are adopted hereafter.

Date: _____ Date: 8/5/26

City's Initials: _____ User's Initials: _____

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Laguna Hills-Laguna Woods El Toro Road and Moulton Parkway Traffic Signal Interconnect Conduit License Agreement

Recommendation: That the City Council: 1. Approve of the Laguna Hills-Laguna Woods El Toro Road and Moulton Parkway Traffic Signal Interconnect Conduit License Agreement; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Agreement; and 3. Authorize the City Manager to execute the Agreement.

Background:

The Orange County Transportation Authority (“OCTA”) Measure M2 Program, (“Project P”) provides funding to Orange County municipalities for the synchronization of traffic signals, and the cities of Laguna Hills and Laguna Woods have been jointly awarded Project P funds for the implementation of signal synchronization of traffic signals along the Paseo De Valencia, El Toro Road, and Moulton Parkway as part of the "Paseo de Valencia - Moulton Parkway Confluence Bypass Corridor Project" (hereinafter, the "Project"). To implement traffic signal synchronization improvements along the Paseo De Valencia, El Toro Road, and Moulton Parkway, Laguna Hills and Laguna Woods previously entered into a project Cooperative Agreement dated November 22, 2024 (“Cooperative Agreement”) which sets forth the respective obligations of each City. The project design is almost complete and will be bid out soon by Laguna Hills.

During the project design, the traffic engineering consultant recommended that redundant and connecting fiber optic cable networking be provided to prevent loss of connection to the City's traffic signals if interconnect on Paseo de Valencia or Avenida de la Carlota be accidentally cut. The installation of fiber

optic cable within City of Laguna Woods' traffic signal interconnect conduits on El Toro Road between Moulton Parkway and Paseo de Valencia, and on Moulton Parkway between Santa Maria and Glenwood, will allow for redundant network connectivity by connecting north Laguna Hills with the rest of the traffic signal network along Moulton Parkway in addition to along Avenida de la Carlota. This Agreement with the City of Laguna Woods will allow for Laguna Hills' installation of connecting and redundant fiber optic cable in Laguna Woods' traffic signal conduits.

The funding for this fiber optic cable work is offset by the cost savings associated with the traffic signal interconnect conduit sharing agreement with Cityside Fiber that was approved by City Council on October 28, 2025. Cityside Fiber is a private company that was established to provide residential and business internet service to compete with other internet providers. The City Council may recall that the City entered into a novel agreement whereby, in exchange for allowing Cityside Fiber to use the City's traffic signal interconnect conduit for its fiber optic cables, Cityside Fiber will install separate, dedicated fiber optic cable for exclusive City use. Cityside Fiber's co-locations match most of the City's upcoming traffic signal projects. Thus, the grant funds saved for the original installation on the Project can be used for the redundant and connecting fiber optic cable on Moulton Parkway between Santa Maria Avenue and Glenwood Drive, and on El Toro Road between Moulton Parkway and Paseo de Valencia.

Therefore, City staff recommends approval of the License Agreement.

Fiscal Impact:

None associated with this Agreement. The Paseo de Valencia - Moulton Parkway Confluence Bypass Corridor Project has a total budget of $1,218,519.

Attachments:

1. Proposed License Agreement for Laguna Woods Conduit Sharing

LICENSE AGREEMENT

Laguna Hills-Laguna Woods
El Toro Road and Moulton Parkway Traffic Signal Interconnect Conduit License Agreement

THIS LICENSE AGREEMENT ("License Agreement") is effective as of this __ day of _____, 2026 (the "Effective Date"), by and between the CITY OF LAGUNA WOODS, a California municipal corporation (hereinafter "Licensor") and the CITY OF LAGUNA HILLS, a California municipal corporation, (hereinafter "Licensee".) Licensor and Licensee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITAL

WHEREAS, the Orange County Transportation Authority ("OCTA") Measure M2 Program, ("Project P") provides funding to Orange County municipalities for the synchronization of traffic signals; and

WHEREAS, Licensor and Licensee have been awarded Project P funds for the implementation of signal synchronization of traffic signals along the Paseo De Valencia – Moulton Parkway Confluence Bypass Corridor (hereinafter, the "Project"); and

WHEREAS, to implement traffic signal synchronization improvements along the Paseo De Valencia – Moulton Parkway Confluence Bypass Corridor, the Parties have entered into that certain Cooperative Agreement dated November 22, 2024 ("Cooperative Agreement") which sets forth the respective obligations of each Party; and

WHEREAS, Licensor owns and maintains certain traffic signal interconnect conduit infrastructure located within the Paseo De Valencia – Moulton Parkway Confluence Bypass Corridor; and

WHEREAS, Licensor agrees to grant Licensee a license to use a designated portion of Licensor's signal interconnect conduits to install Licensee's own fiber optic cable to connect the northern area of Licensee's traffic signal network to the remainder of Licensee's network, as more particularly described in Exhibit A, attached hereto and incorporated herein.

AGREEMENT

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

Article 1. Definitions

“Licensor Network” means the Licensor’s traffic signal interconnect conduit and facilities depicted in Exhibit A, installed (i) in the public right-of-way, (ii) on other real property owned by Licensor, or (iii) within Licensor-owned easement(s) within the jurisdictional limits of Licensor.

“Licensor Public Facilities” means Licensor-owned properties (including, without limitation portions of the public right-of-way occupied by the Licensor Network, and/or any related equipment and/or buildings on Licensor-owned properties) located within Licensor’s territorial, jurisdictional, and/or proprietary limits, including, but not limited to, municipal office buildings, traffic signals, and/or properties or structures owned by public agencies under the jurisdiction of the City Council of the City of Laguna Woods.

“Equipment” means network infrastructure and components including, but not limited to, gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub, communications lines, conduit, cables, handholes, junction boxes, and other related facilities and software.

“Licensed Conduit” means the portion of the Licensor Network depicted in Exhibit A licensed to Licensee pursuant to this License Agreement, as further depicted in Exhibit A herein.

“Licensee Fiber” means all Licensee-installed fiber within the Licensed Conduit.

“Licensee Network” means fiber optic facilities installed by Licensee within the Licensor Network.

Article 2. License

2.1. Subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee a nonexclusive revocable license to use the (i) Licensed Conduit at the points and segments depicted in Exhibit A , to install, operate, repair, maintain, remove its fiber system and fiber optic network infrastructure for signal synchronization and signal communication purposes consistent with the Cooperative Agreement and OCTA’s Measure M2 Project P (“Funding Agreement”) awarded to Licensee (the “License”). Licensee shall not permit any other person, except Licensee's employees and contractors, to use the Licensed Conduit without Licensor's prior written consent. Licensee acknowledges and agrees that it is not a tenant on the Licensed Conduit, and any rights or benefits which may accrue to Licensee by reason of execution of this License Agreement or use of the Licensed Conduit shall solely be those of a licensee and not a tenant.

2.1.1. Licensee expressly acknowledges and agrees to use the Licensed Conduit without warranty in its “as-is and with all faults” condition. Licensor makes no representations or warranties whatsoever, whether express or implied, as to the Licensed

Conduit's condition or suitability for Licensee's use. Licensee expressly acknowledges and agrees that neither the Licensor nor its agents have made, and the Licensor expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the Licensed Conduit's physical, structural, or environmental condition, the Licensed Conduit's present or future suitability for Licensee's intended use(s) or any other matter related to the Licensed Conduit. This License Agreement shall not be deemed a warranty of title by the Licensor.

2.1.2. Licensee expressly represents and warrants to the Licensor that Licensee has conducted a reasonably diligent and independent investigation, either for itself or through an agent selected by Licensee, into the Licensed Conduit's condition and suitability for Licensee's intended use, and that Licensee relies solely on its due diligence for such determination. In addition to any other conditions that the Licensor may impose on such investigation, Licensee shall have the obligation to repair any damage caused by such investigation and to restore all affected areas to the condition that existed immediately prior to such investigation. Licensee further expressly represents and warrants to the Licensor that Licensee's intended use is the permitted use as defined in this License Agreement.

2.1.3. Except as expressly provided otherwise in this License Agreement, this License Agreement shall not limit, alter, or waive the Licensor's absolute right to use the Licensed Conduit, in whole or in part, as infrastructure established and maintained for the Licensor's and/or the public's benefit provided that in no event shall Licensor license use of any portion of the Licensed Conduit to another party in the event that the Licensee Fiber is installed without use of innerduct in a Licensed Conduit.

2.1.4 Subject to the terms and conditions of this License Agreement including but not limited to Section 6.8 below, the License includes the right on the part of Licensee to install certain communications vaults along the route of the Licensed Conduit ("Licensee Vaults"). Exhibit A contains a map depicting the approximate location of the Licensee Vaults. Licensee shall have the right to use the Licensed Conduit by accessing the same at the end points and the access points specified on Exhibit A, attached hereto and incorporated herein by this reference. The Licensed Conduit shall at all times be and remain the personal property of the Licensor.

2.1.5. Licensee's facilities shall be located, constructed, operated, and maintained in the time, place, and manner that causes the least interference with the public's use of the public right-of-way, and the rights or reasonable convenience of property owners whose property adjoins the public right-of-way, all as determined by and approved by the Licensor's City Engineer in conformance with the Laguna Woods Municipal Code, including, but not limited to, encroachment permits for public right-of-way work.

2.2. If Licensee discovers damage to a route of the Licensed Conduit or that there is no available Licensed Conduit along a route, it shall notify the Licensor of such damage or non-existence. In the case of damage, Licensee shall install the Licensee Fiber in undamaged conduit, where possible. If no individual Licensed Conduit is undamaged in a

particular route, Licensee may opt to not install the Licensee Fiber for that route and this License Agreement shall be amended to delete that segment from Exhibit A.

2.3 This License Agreement grants Licensee only a non-possessory, non-exclusive, and revocable license to use the Licensed Conduit for the use permitted under this License Agreement. The License shall be revocable only in accordance with the terms and conditions of this License Agreement. Licensee and Licensor expressly acknowledge and agree that: (a) the Licensor retains legal possession and control over the Licensed Conduit for the Licensor's municipal functions; (b) except as specifically provided otherwise in this License Agreement, including but limited to Section 6.9 herein, the Licensor may enter into any agreement with third parties to use and/or occupy the Licensor Network covered by this License Agreement (provided however that in no event shall Licensor license (i) use of any portion of the Licensed Conduit to another party in the event that the Licensee Fiber is installed without use of innerduct in a Licensed Conduit or (ii) use of any portion of a dedicated innerduct space in a Licensed Conduit where Licensee Fibers and Licensee Fiber are installed) and/or other Licensor Public Facilities; and (c) this License Agreement is entered into in furtherance of the Cooperative Agreement. Notwithstanding the foregoing, in granting any third party a similar license for access to and use of the Licensor Network covered by this License Agreement, or for the Licensor's own use, the Licensor agrees that it shall not make or allow a subsequent change to the Licensor Network covered by this License Agreement that materially affects Licensee's ability to use the Licensor Network, or that materially interferes with or degrades the signal synchronization operations of Licensee.

2.4. Licensee shall, at its sole cost and expense, purchase and install the Licensee Fiber within the Licensed Conduit along the project corridor described in Exhibit A. The Licensee Fiber shall at all times be and remain the sole property of Licensee.

2.4.1. Licensee Fiber. The Licensee Fiber shall remain the property of Licensee. Throughout the Term, Licensee shall be responsible for all maintenance and repair of the Licensee Fiber. Neither Licensor nor any third party acting under Licensor's authority will relocate, modify, tamper with, attempt to repair, or otherwise interfere with the Licensee Fiber, except for as otherwise set forth in Articles 11 and 12.

2.4.2. Licensor Equipment. Any Equipment that is owned by or otherwise comprises a part of the Licensor's communications network, including any Equipment supplied by the Licensor at a service site in connection with providing the Licensor Network to Licensee shall be referred to as the "Licensor Equipment." Throughout the Term, the Licensor Equipment shall remain the property of Licensor and Licensor shall be responsible for all maintenance and repair of the Licensor Equipment. Except as otherwise provided for in this License Agreement, neither Licensee nor any third party acting under Licensee's authority will relocate, modify, tamper with, attempt to repair, or otherwise interfere with the Licensor Equipment.

2.4.3 Access. If Licensor, while exercising the rights provided to Licensor under this License Agreement, or any of its contractors or consultants damages Licensee Fiber

or any other property owned by Licensee, Licensor shall reimburse Licensee for all of its reasonable and documented costs of repairing Licensee Fiber. If Licensee, its employees, agents, contractors, consultants, or guests damage any property owned by Licensor, Licensee shall reimburse Licensor for all of its reasonable and documented costs of repairing the property.

2.4.4 Initial Scope of Work. The initial scope of work to be performed by the Parties hereto is described in Exhibit B.

Article 3. Consideration

3.1. Mutual Public Benefit

The Parties acknowledge that no monetary compensation shall be exchanged between Parties in connection with this License Agreement, beyond what is expressly provided in the Cooperative Agreement. Project costs not covered by Project P funds are governed solely by the Cooperative Agreement.

Article 4. Term

4.1. Agreement Term and Termination.

4.1.1. Commencement. The term of this License Agreement ("Initial Term") shall commence on the Effective Date and shall expire ten (10) years following the Effective Date, unless automatically extended pursuant to 4.1.2. Automatic Renewals.

4.1.2. Automatic Renewals. Provided that Licensee is not in material default under this License Agreement at the end of the Initial Term (or any Renewal Term, as the case may be) and has the necessary governmental permits, licenses, and approvals that may lawfully be required by federal, state, or local law, statute, regulation, or ordinance, this License Agreement shall automatically extend for additional ten (10) year periods, (each a "Renewal Term"), unless Licensee notifies the Licensor in writing of its election not to extend this License Agreement not less than six (6) months prior to the expiration date of the Initial Term or then-current Renewal Term. Each Renewal Term shall be upon the terms, covenants, and conditions of this License Agreement. The Initial Term plus any Renewal Term(s) shall be collectively referred to as the "Term."

4.1.3. Termination. Parties may terminate this License Agreement pursuant to the provisions of Article 10, provided that such termination is consistent with the Parties' obligations under the Cooperative Agreement.

Article 5. Permits; Relocation

5.1. Governmental Approvals, Permits, and Consents**.** Licensee, at its sole cost and expense, shall obtain and maintain any and all necessary easements, licenses, and building access agreements, as well as all governmental permits, licenses, easements,

franchises, and approvals that may lawfully be required by federal, state, or local law, statute, regulation, or ordinance and shall continuously comply with all such laws, statutes, regulations, or ordinances as may now or in the future be applicable to its operation or use of Licensed Conduit.

5.2. Relocations**.** Licensor may relocate all or any portion of the Licensor Network or any of the facilities used or required in providing Licensee with the Licensed Conduit: (1) if a third party with legal authority to do so orders or threatens to order such relocation; (2) in order to comply with applicable laws; (3) to prevent or abate interference with or interruption of the Licensor Network, or an unreasonable risk thereof, due to the existence of physical conditions; (4) in connection with any road resurfacing, widening, realignment, or other similar public works that affect the Licensed Conduit; or (5) if Licensor determines that it is required to do so in its reasonable judgment for reasons other than convenience. Licensor shall provide Licensee at least ninety (90) calendar days' prior notice of any such relocation. The costs of relocation of all or any portion of the Licensor Network or any of the facilities used or required in providing Licensee with the Licensed Conduit shall be borne by Licensor. The cost of relocation of Licensee Fiber shall be borne by Licensee.

Article 6. Licensee Fiber, and Licensed Conduit; Maintenance

6.1. Interference. It is the shared objective of the Parties to minimize, to the extent reasonably feasible, any interference with or interruption in either Party's use of the communications facilities that are the subject of this License Agreement. Licensee and the Licensor covenant that (a) each shall exercise its rights and perform its obligations under this License Agreement in a manner that reasonably cooperates with the other Party in good faith in order to accomplish the above stated objective, and (b) it shall not use its respective network or facilities in any way that materially interferes with the other Party's use as contemplated by this License Agreement.

6.2. Licensed Conduit Maintenance. Licensee shall bear all costs associated with its use of the Licensed Conduit, including without limitation the cost of installation, connection, and maintenance of Licensee Fiber. Such installation, maintenance, and repairs shall be performed in a good and workmanlike manner, in accordance with this License Agreement, and with applicable manufacturer's specifications, applicable industry standards, and applicable laws and regulations of federal, state, or local government entities , including without limitation OSHA standards, or any agency or instrumentality thereof, having competent jurisdiction over Licensee or the Licensed Conduit including applicable General Orders of the Public Utilities Commission of State of California and any supplements thereto and revisions thereof. Licensee shall permanently identify, by tags or other suitable means, all of its cables and other equipment that are placed by or on behalf of Licensee in or near the Licensed Conduit.

6.3. Damage to Facilities.

6.3.1. Each Party agrees to take all necessary and commercially reasonable precautions to avoid damaging the other Party's facilities, and those facilities of third parties.

6.3.2. Any damage to the facilities caused by Licensee or its agents shall be repaired by Licensee, at Licensee's sole cost, within a reasonable time period. Provided that nothing contained herein shall be deemed to release or limit claims that Licensee may have against any third party arising from or related to such damage to facilities.

6.3.3. If Licensee damages Licensor facilities or facilities owned by third parties within the Licensor Network, Licensee shall immediately notify Licensor and, if the damaged facility is owned by a third party, take reasonable efforts to notify the owner of the damaged facility. If required by Licensor, Licensee shall affect repairs to the damaged facilities within a reasonable time period, based on the nature of the damage at the site.

6.3.4. In the event of damages described in sub-paragraphs 6.3.2 and 6.3.3, above, Licensor may elect to hire a third-party contractor to effect repairs to any damaged facility if Licensee does not commence repairs within a reasonable time period or complete such repairs within fifteen (15) business days, and present an invoice to Licensee for any actual costs incurred in connection with the repair of damaged facilities, including, but not limited to, staff time costs, traffic control, police services, notification of third parties, and consultant and contractor costs.

6.3.5. For the purposes of this Section 6.3, a "reasonable time period" shall mean that a crew must be mobilized at the repair site within twenty-four (24) hours of the first interruption of services and work diligently and continuously until any outage is resolved.

6.3.6. For clarity, if any damage occurs to the facilities, regardless of cause, and such damage negatively affects including interrupts Licensee's services to end users, Licensee shall have the right to promptly repair such facilities, subject to this terms of this License Agreement, and the Parties shall work in good faith within a time period reasonable to both Parties to account for ultimate responsibility for the costs to repair such damages.

6.4. No Sub-License**.** Licensee may not sublicense any Licensed Conduit without the prior express written consent of Licensor, which may be withheld for any or no reason.

6.5. Right of Inspection. Upon no less than five (5) business days' prior written notice to Licensee, the Licensor shall have the right to inspect the Licensed Conduit, and the Licensee Fiber installed in the Licensed Conduit during the Term.

6.6. Additional Access Points. Licensee shall have the right, at any time and from time to time during the Term, to establish additional break-out points along the route of the Licensor Network at which Licensee can access its cables located within the Licensor

Network, subject to Section 5.2. This right includes the right to install any one or more additional Licensee-owned vaults at said break-out points, and to establish intersection points (using wye splitters or other similar means) at which Licensee may interconnect the Licensor Network with other communications conduit owned, operated, or used by Licensee so that Licensee may splice other fiber strands into any one or more of the Licensee cables located within the Licensor Network. Licensee shall provide the Licensor with reasonable advance notice (of at least ten (10) business days) of Licensee's desire to establish a new break-out point. The Parties shall cooperate in good faith to upon a location, as well as a design and implementation schedule for Licensee's new break-out point and vault, subject to Section 2.1.5.

Article 7. Limitation of Liability and Indemnity

7.1. Limitation of Liability**.** Notwithstanding any provision of this License Agreement to the contrary, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential costs, liabilities or damages, whether foreseeable or not, arising out of, or in connection with, such Party's performance of its obligations or its failure to perform under this License Agreement.

7.2. Indemnification**.** Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its affiliates, officials (elected and appointed), officers, directors, members, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs)(collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this License Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Licensor and its Indemnitees from and against any third-party claims brought against Licensee in connection with Licensee's (or its end users') unlawful or negligent use of the Licensed Conduit.

7.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnity the other Party ("Indemnified Party") pursuant to Section 7.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Indemnitees (other than the expense of the Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party of its Indemnitees in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of

the Indemnified Party, which would other adversely affect the Indemnified Party, or which results in less than a full releases of all claims.

7.4. Survival. The provisions of this Article 7 shall survive the expiration or earlier termination of this License Agreement for a period of two (2) years.

Article 8. Insurance

8.1. Insurance**.** During the Term of the Agreement, Licensee shall maintain in force all insurance as follows**:**

8.1.1. Not less than $2,000,000 combined single limit liability insurance, on an occurrence basis, for personal injury and property damage, including, without limitation, injury or damage arising from the operation of vehicles or equipment and liability for completed operations, and if a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit;

8.1.2. Workers' compensation insurance in amounts required by applicable law and employers' liability insurance with a limit of at least $1,000,000 per occurrence per accident for bodily injury or disease. Such insurance shall include an insurer's Waiver of Subrogation in favor of the Licensor;

8.1.3. Automobile liability insurance covering death or injury to any person or persons, or damage to property arising from the operation of vehicles or equipment, with limits of not less than $1,000,000 per occurrence; and

8.1.4. Any other insurance coverages specifically required of such Party pursuant to Licensor's encroachment permits.

8.1.5 The Parties agree that the coverage requirements set forth in Section 8.1.1 may be met through a combination of primary and excess/umbrella coverage.

Article 9. Notices

9.1. Notices**.** All notices required to be given hereunder shall be in writing and shall be deemed to be properly served on the same day if delivered personally to the other Party, or on the date three (3) days after being sent by registered or certified mail, postage and charges prepaid, return receipt requested, or the on next business day if sent by a nationally recognized overnight courier, to the Party as set forth below or such other address as a Party may have directed in writing to the other party prior to the mailing of any such notice.

To City of Laguna Woods:

City of Laguna Woods
24264 El Toro Rd.

To City of Laguna Hills:

City of Laguna Hills
24035 El Toro Rd.

Laguna Woods, CA 92637
Attn: City Manager

Laguna Hills, CA 92653
Attn: City Manager

Article 10. Default

10.1. Defined. A "Default" shall be deemed to have occurred under this License Agreement if a Party materially breaches this License Agreement and fails to cure such material breach within thirty (30) days after notice specifying such material breach; provided that, if the material breach is of a nature that it cannot be cured within thirty (30) days, a Default shall not have occurred so long as the materially breaching Party has notified the non-defaulting Party and commenced to cure within said time period, and thereafter diligently pursues such cure to completion.

10.2. Meet and Confer. Prior to exercising any remedy for Default, City Managers of both Parties or their designees, shall meet and confer in good faith to attempt to resolve the dispute.

10.3. Remedies. If the Default remains uncured following the meet and confer process, Parties may pursue any remedy available under the law. No remedy shall be exercised in a manner that would cause either Party to breach the Cooperative Agreement or OCTA's Funding Agreement.

Article 11. Abandonment

11.1. Abandonment. Should Licensee, for any reason, abandon all or part of its use of the Licensee Network installed in Licensed Conduit pursuant to this License Agreement, then the below provisions shall apply. "Abandon" shall be defined for the purposes of this License Agreement as failure to use the Licensee Network in the Licensed Conduit for more than twelve (12) months, or at such time that written notice of abandonment by Licensee is provided by Licensee. Provided, however, to the extent that such non-use is due in whole or substantial part to circumstances beyond Licensee's control, including without limitation, acts or omissions of the Licensor or its employees or agents, this provision shall not apply.

11.1.1. If Licensor rejects all or a portion of the proposed transfer of abandoned Licensee Network facilities from Licensee, then Licensee shall remove, at Licensee's sole expense, any facilities it proposed to abandon which were rejected by Licensor within ninety (90) days of Licensor's rejection. If the Licensee fails to so remove the abandoned rejected facilities, then Licensor may remove them at Licensee's expense, which shall be paid within thirty (30) days of receipt of the invoice.

11.1.2. At the time of any accepted abandonment, Licensee shall have no further rights with respect to the abandoned facilities. At such time, Licensor shall have the authority to remove, reuse, or resell the abandoned facilities.

Article 12. Expiration or Termination

12.1. Licensee Fiber and Licensed Conduit. At the expiration or earlier termination of this License Agreement, all rights of Licensee to use the Licensed Conduit, or any parts thereof, shall cease and shall revert to Licensor. The Licensee Fiber shall not revert to Licensor upon expiration or earlier termination and shall instead be disposed of in accordance with Licensee's election as set forth below.

With respect to the Licensee Fiber, upon expiration or earlier termination, Licensee shall, within thirty (30) days of Licensor's written demand, notify Licensor in writing of its election at Licensee's sole discretion to either: (1) remove the Licensee Fiber from the Licensed Conduit at Licensee's sole cost and expense, or (2) transfer ownership of the Licensee Fiber to Licensor at no cost to Licensor, free and clear of any liens or encumbrances.

From and after such time, Licensee shall have no further rights or obligations hereunder with respect to the Licensed Conduit, unless such rights or obligations are specifically provided herein to survive the Term.

12.2. Title.

12.2.1. Licensor Network. It is understood and agreed that Licensor shall maintain legal title to the entire Licensor Network, including all ancillary facilities and related fixtures necessary to maintain service to Licensor Public Facilities, subject to this License Agreement.

12.2.2. Licensee-Installed Facilities. Licensee Fiber shall remain property of Licensee throughout the Term, and any extension thereof, and following expiration or earlier termination until removal or transfer is complete.

12.3. Termination. Upon expiration or earlier termination of this License Agreement, the Parties agree that the following steps will be taken:

12.3.1. Upon expiration or earlier termination of this License Agreement, (i) Licensee shall not remove any Licensed Conduit, ancillary facilities, or related fixtures without the express written approval of Licensor, which Licensor shall not unreasonably withhold, condition, or delay. Any removal of the Licensee Fiber, portions of the Licensee Network or Licensee's facilities or equipment from Licensor right-of-way shall be at Licensee's own cost; and (ii) Licensor shall not remove any Licensed Conduit, ancillary facilities, or related fixtures without the written approval of Licensee, which Licensee shall not unreasonably withhold, condition, or delay.

12.3.2. To the extent that Licensee wishes to leave the Licensee Network or any equipment or property in Licensor locations or right-of-way at the time of expiration or earlier termination, Licensee will cooperate with Licensor in doing so in accordance with Article 11.

12.3.3. Upon expiration or earlier termination of this License Agreement, if all or any portion of the Licensee Network is to be dedicated to Licensor under the terms of this License Agreement, Licensee agrees to execute any mutually agreeable additional documents that may be reasonably necessary to effectuate the transfer of ownership any Licensee Network to Licensor.

Article 13. Representations, Warranties, and Acknowledgements

13.1. Each Party represents and warrants that:

13.1.1. It has the full right and authority to enter into, execute, deliver, and perform its obligations under this License Agreement; and

13.1.2. This License Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights, and general equitable principles.

13.2. LICENSOR DISCLAIMER OF WARRANTY. EXCEPT AS MAY OTHERWISE BE STATED IN THIS LICENSE AGREEMENT, THE LICENSOR MAKES NO WARRANTY OF ANY KIND WHATSOEVER EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH HEREIN OR IN THE ATTACHED EXHIBIT(S) CONCERNING THE LICENSED CONDUIT. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE GRANTING PARTY AND ARE EXCLUDED FROM THIS LICENSE AGREEMENT.

13.3. LICENSEE DISCLAIMER OF WARRANTY. EXCEPT AS MAY OTHERWISE BE STATED IN THIS LICENSE AGREEMENT, LICENSEE MAKES NO WARRANTY OF ANY KIND WHATSOEVER EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH HEREIN OR IN THE ATTACHED EXHIBIT(S) CONCERNING THE LICENSEE FIBER. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE GRANTING PARTY AND ARE EXCLUDED FROM THIS LICENSE AGREEMENT.

Article 14. Force Majeure

Either Party hereto shall be excused from performing any obligation required of it by the terms of this License Agreement, except as to the payment of money, to the extent and for so long that such performance is prevented by acts of God, floods, storms, earthquakes, pandemics, fires, labor disputes, acts of war, restraint of trade by state or federal government, or inability to obtain supplies, manpower, or transportation or by any similar cause or causes beyond the Party's reasonable control, provided that such Party gives prompt written notice of the delay and its cause to the other Party.

Article 15. Prevailing Wages

15.1. Prevailing Wages**.** The Parties acknowledge that some or all of the laborers employed relative to the construction of the improvements to be constructed pursuant to this License Agreement may be subject to a requirement that they must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720 *et seq*. ("Prevailing Wage Laws"). The party awarding the construction contract(s) and administering the public funding, shall be solely responsible for determining whether laborers employed relative to the construction undertaken pursuant to this License Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law. The other party shall have no responsibility for such determination or compliance as to construction contracts it did not award.

15.2. Each party's indemnification obligation specifically extends to claims arising out of the acts or omissions of that party or its contractor(s) and related to the (i) noncompliance by Licensee or Licensee's contractor(s) with any applicable local, state, and/or federal labor law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, Prevailing Wage Laws and any requirement to hire apprentices in connection with such work); (ii) any violation by Licensee or Licensee's contractor(s) of the requirements of California Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law in the performance of any service or work pursuant to this License Agreement; and/or (iii) failure by Licensee or Licensee's contractor(s) to provide any required disclosure or identification as required by California Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

15.3 Reservation of Rights. Nothing in this License Agreement waives, releases or limits any right of action that may be available to either party under Labor Code Section 1781 or any similar law.

Article 16. Miscellaneous Provisions

16.1. No Waiver. No waiver of any right, term, or condition of this License Agreement by either Party shall be deemed to imply or constitute a further waiver of the same right, term, or condition or of any other right, term, or condition of this License Agreement, whether of a similar nature or otherwise.

16.2. Severability. If any provision of this License Agreement, in whole or in part, shall be determined to be illegal, invalid or unenforceable, then it is the intention of the Parties hereto that the remainder of this License Agreement shall not be affected unless, in the reasonable written determination of both Parties, such provision is material and essential to the purpose of this License Agreement, in which event either Party shall have the right to terminate this License Agreement in a writing signed by the duly authorized representatives of the Parties.

16.3. Assignability. Neither Party shall assign (in whole or in part) this License Agreement to any other entity or party without the express written consent of the other Party, which may not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may, without obtaining the consent of the other Party, assign its interest in and to this License Agreement to: (i) any entity acquiring such Party, whether through merger or through purchase of substantially all the assets of said Party; or (ii) an affiliate of such Party. Any attempted assignment in violation of this provision shall be void.

16.4. Supplements and Amendments. From time to time, the Parties may execute one or more supplements to this License Agreement, each containing additional terms and conditions applicable to the Licensed Conduit (each a "Supplement"). Upon execution by the Parties each Supplement shall be incorporated into and subject to the terms and conditions set forth in this License Agreement. This License Agreement shall not be amended or modified, except by an instrument in writing, signed by the duly authorized representatives of both Parties hereto.

16.5. Headings. The provision headings used in this License Agreement are intended for reference purposes only and are not to be given any substantive effect upon the terms of this License Agreement.

16.6. No Third-Party Beneficiary. Nothing contained in this License Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this License Agreement and neither this License Agreement nor the performance hereunder shall be deemed to have created a joint venture or partnership between the Parties.

16.7. Taxes. Licensee agrees that it will be solely responsible for the payment of any and all applicable taxes, fees, and assessments levied on its ownership, use, and maintenance of the Licensee Network, Licensed Conduit, and Licensee Fiber related to this License Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, Licensor hereby advises, and Licensee recognizes and understands, that Licensee's use of the Licensor's right-of-way, the Licensed Conduit, and /or other non-right-of-way Licensor property and facilities may create a possessory interest subject to real property taxation and that Licensee may be subject to, and responsible for, the payment of real property taxes levied on such interest. Licensee will co-operate with the Orange County Assessor in providing any information necessary for the Orange County Assessor to make a property tax determination. Additionally, Licensee will indemnify, protect, defend, and hold harmless Licensor's Indemnified Parties from and against any and all claims, arising out of, involving, or in connection with the payment of real property taxes for any possessory interest created by this License Agreement.

16.8. Governing Law. This License Agreement shall be governed by the laws of the State of California, without regard to choice of law principles. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this License Agreement will be tried in a court of competent jurisdiction in the County of Orange, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

16.9. Entirety. This License Agreement states the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the subject matter thereof.

16.10 Counterparts. This License Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original, and all of which together shall constitute one and the same instrument. A signed copy of this License Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this License Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be executed on the date first set forth above.

LICENSOR

CITY OF LAGUNA WOODS, a California Municipal Corporation

By: _____
Christopher Macon,
City Manager

ATTEST:

By: _____
Yolie Trippy,
City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

By: _____
Alisha Patterson,
City Attorney

LICENSEE

CITY OF LAGUNA HILLS, a California Municipal Corporation

By: _____
Bob Wingenroth
City Manager

ATTEST:

By: _____
Joshua Stevenson,
City Clerk

APPROVED AS TO FORM:
LICENSEE ATTORNEY'S OFFICE

By: _____
Vanessa Lassooy,
Interim Assistant City Attorney

EXHIBIT A

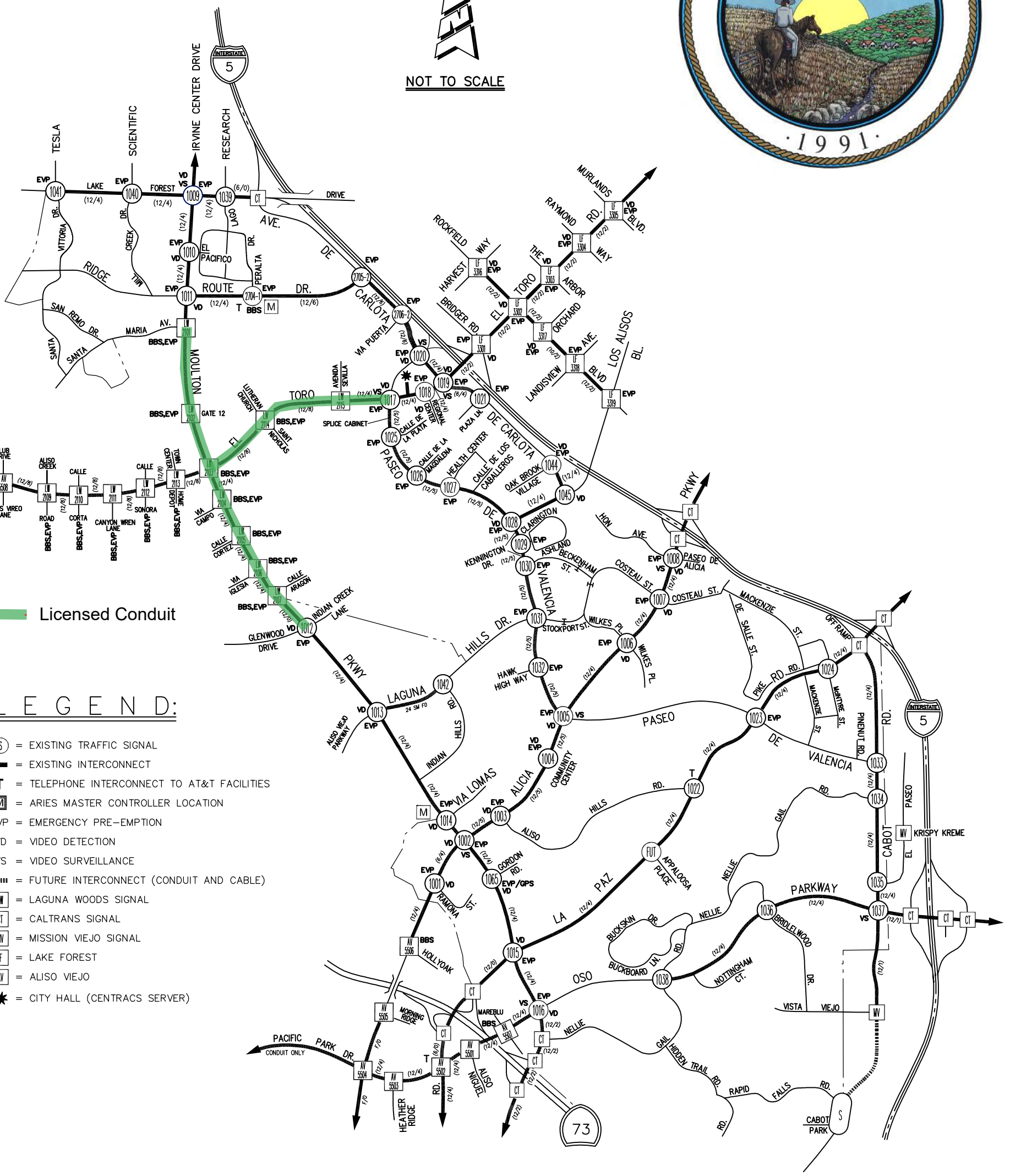
LICENSOR NETWORK AND LICENSED CONDUIT

See attached.

EXHIBIT A

Licensed Conduit

NOT TO SCALE



TRAFFIC SIGNAL SYSTEM MAP

4-11-23

PREPARED BY:

HARTZOG & CRABILL, Inc.

Consulting Traffic Engineers

17852 E. 17th Street, Suite 101
Tustin, California 92780
714.731.9455 fax: 714.731.9498
www.hartzog-crabill.com

LH SIGNAL CIRCUIT MAP 4-11-23.dwg

EXHIBIT B

INITIAL SCOPE OF WORK

Licensor will:

- Provide non-exclusive access for Licensee to Licensor-owned conduit in following locations:
    - Moulton Parkway from Glenwood Drive to Santa Maria Avenue (approximately 9,550 linear feet)
    - El Toro Road from Moulton Parkway to Paseo De Valencia (approximately 4,000 linear feet)

Licensee will:

- Damaged or Crushed Conduit:
    - If Licensee discovers damage to a segment of Licensor duct system, it shall notify Licensor of such damage, and upon Licensor's prior written consent Licensee shall repair, replace, or reroute damage conduit at Licensee's sole cost and expense.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Approval of an Ordinance Adopting the Urban Village Specific Plan Amendment to Modify Permitted Uses, Development Standards, and Applicability of the City's Objective Design Standards

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Approving and Adopting the Urban Village Specific Plan Amendment to Modify Permitted Uses, Development Standards, and Applicability of the City's Objective Design Standards."

Background:

This Ordinance was introduced at the regular meeting of the City Council on July 14, 2026. A public hearing was conducted and closed. The Staff Recommendation of introducing the Ordinance for first reading and waiving further reading was passed.

This Ordinance would approve an amendment to the Urban Village Specific Plan to modify permitted uses, development standards, and applicability of the City's objective design standards.

Fiscal Impact:

In addition to the annual recurring revenues, the 2026 Modified Project will generate one-time revenues to the City, including Community Benefit Fees and various Development Impact Fees (“DIF”), which are typically collected at different stages of the development process. At full buildout, the proposed Project is projected to generate over $3.8 million in annual fiscal revenue.

Annual incremental municipal service costs are estimated at $1.53 million, resulting in an annual surplus of about $2.26 million. A portion of these fees have already been paid to the City as part of earlier project activities.

Attachments:

1. Draft Ordinance - UVSP Specific Plan Amendment

ORDINANCE NO. 2026-4

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING THE URBAN VILLAGE SPECIFIC PLAN AMENDMENT TO MODIFY PERMITTED USES, DEVELOPMENT STANDARDS, AND APPLICABILITY OF THE CITY'S OBJECTIVE DESIGN STANDARDS.

WHEREAS, on November 26, 2002, the City Council of the City of Laguna Hills adopted the Urban Village Specific Plan ("UVSP") for a development area covered that consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and Interstate 5 (I-5) on the east ("UVSP area") and to regulate development within the Village Commercial zoning district of Laguna Hills.

WHEREAS, the purpose and intent of the UVSP is to develop a community core in which a variety of public, regional commercial, recreational, and high-density residential uses work in concert to create an "urban village" by permitting a mix of land uses, including retail, residential, hotel, medical offices, and general offices; and

WHEREAS, on July 14, 2009, the City Council adopted the 2009 Comprehensive General Plan Update, which identified the UVSP area for expansion/revitalization and increased commercial and residential development; and

WHEREAS, in association with approving the 2009 Comprehensive General Plan Update, the City prepared a Program Environmental Impact Report entitled "City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100" ("PEIR"),

WHEREAS, which on July 14, 2009, the City Council subsequently certified the PEIR and adopted a Statement of Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring Program; and

WHEREAS, between 2011 and 2018, the City Council approved an Urban Village Specific Plan Amendment and subsequent redevelopment projects within the Urban Village Specific Plan area, including the Oakbrook Village Shopping Center Redevelopment Project and the Five Lagunas Project, and, in connection with those approvals, adopted the first through fourth addenda to the Program Environmental Impact Report; and thereafter, in connection with the 2021–2029 Housing Element Update and 2021 Safety Element Update, adopted the sixth addendum to the Program Environmental Impact Report; and subsequently, in connection with the Amended 2021–2029 Housing Element Update, Rezoning Program, and Objective Design Standards Project, adopted the seventh addendum to the Program Environmental Impact Report (collectively, the "Prior Environmental Documents"); and

WHEREAS, the Planning Agency and City Council-approved, a series of modifications requested by the Applicant to the 2016 Five Lagunas Project on March 8, 2022, through Resolution No. PA2022-03-08-2, authorizing redevelopment of the Project Site to

authorize the following: demolition of the existing and remaining mall building, free-standing building pads, and various hardscape improvements (e.g., paved parking areas, walkways); development of approximately 225,000 square feet of new retail building space, a health club, and a 50,000 square-foot, 1,200-seat theater; five multi-story residential buildings (one mixed-use retail/ residential building and four residential buildings) containing a total of 1,500 dwelling units and associated structured parking wrapped into the buildings; four 4-story commercial office buildings totaling approximately 465,000 square feet; a 100- to 150-room, five-story boutique hotel with ground-level retail space; a centralized Village Park; and a supporting network of private streets for vehicular access; and various site improvements that include landscape areas and pedestrian network, all of which is referred to collectively as the “2022 VLH Project” through approval of Site Development Permit, Precise Plan, Master Sign Program, Vesting Tentative Tract Map, Parking Use Permit, and Conditional Use Permits for a hotel and health club; and

WHEREAS, the City Council adopted Ordinance No. 2022-1, approving a development agreement (“DA”) between the Applicant and the City regarding the development of the 2022 VLH Project, effective April 22, 2022, and which vested the Applicant’s right to develop the 2022 VLH Project in exchange for the delivery of specific community benefits; and

WHEREAS, the City Council adopted an Addendum to the PEIR in connection with its approval of the 2022 VLH Project and the associated Development Agreement (the “Fifth Addendum”), which evaluated the environmental impacts of the project pursuant to the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, that the project would not result in any new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts beyond those analyzed in the Program Environmental Impact Report;

WHEREAS, on September 29, 2025, the City was in receipt of an application initiated by MGP Fund X Laguna Hills, LLC (“Owner”) for a major modification to the 2022 VLH Project, which includes an Amended and Restated development agreement to implement land use entitlements in order to continue to redevelop the existing approximately 68-acre former Laguna Hills Mall site generally located along the southerly side of El Toro Road and the westerly side of Avenida de la Carlota of in the City of Laguna Hills (the “Property”) through the demolition and removal of the remaining portions of the Laguna Hills Mall structure and the construction of new retail, perimeter commercial pads, two hotels, multifamily housing, townhomes, duplexes, single family detached homes, a communal open space (Village Park) and related amenities, (the "Project"); and,

WHEREAS, on July 14, 2026 the City adopted Resolution No. PA2026-07-14-1 approving land use entitlements for the Project delineated as Case No. USE-0239-2025, which consist of a Site Development Permit for new development, a Master Sign Program for various on-site signs, Conditional Use Permits for two new hotels, a Conditional Use Permit to allow seasonal and temporary uses at the Village Park, a Joint Use Parking Permit, an amended Vesting Tentative Tract Map to subdivide the property into 27 lots, and a Precise Plan for mixed use development of the site, along with conditions of approval with respect thereto; and

WHEREAS, on July 14, 2026 the City concurrently approved Ordinance No. 2026-4 approving and adopting an amendment to the Urban Village Specific Plan in conjunction with land use entitlements for the Project delineated as Case No. USE-0239-2025, to allow single family detached residential uses by right, to allow a 6-foot building separation between single family detached residential buildings, and clarify the applicability of the City Objective Design Standards to projects previously entitled and vested by a Development Agreement prior to the adoption of the Objective Design Standards;

WHEREAS, in connection with its consideration of the 2026 Project approvals, the City Council has considered the City's previously certified 2009 Laguna Hills General Plan Program Environmental Impact Report, the Fifth Addendum adopted for the Village at Laguna Hills Project in 2022, the 2026 Village at Laguna Hills Project CEQA Compliance Memorandum dated June 24, 2026, and the whole of the administrative record; and

WHEREAS, based on its consideration of those materials and the whole of the administrative record, the City Council has determined that no subsequent or supplemental environmental impact report is required for the 2026 Project pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15163, and that the Project remains within the scope of the environmental review previously completed for the Village at Laguna Hills Project; and,

WHEREAS, the City Council serves as, and is, the Planning Agency of the City pursuant to Government Code Section 65100; and

WHEREAS, on June 24, 2026, as required by Government Code Section 65867, the City caused public notice to be given of the City Council's intention to consider adoption of the development agreement for the Project as provided in Government Code Sections 65090 and 65091 and Chapter 9-96 of the Laguna Hills Municipal Code, and on July 14, 2026, as required by Government Code Section 65867, the City Council held a public hearing on adoption of the development agreement, and introduction and first reading of this ordinance; and,

WHEREAS, on July 14, 2026, the City Council considered the adoption of this ordinance approving and authorizing the Specific Plan Amendment.

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

SECTION 1. The Specific Plan Amendment attached hereto as Exhibit "A" is hereby APPROVED based on the following statement of findings:

A. The proposed amendment is consistent with the intent of the goals and policies of the UVSP as a whole and is consistent with the General Plan in that:

Per the 2021 2029 Housing Element (''Housing Element'') only 91 homes of any type (including multifamily units) have been constructed in Laguna Hills since 2014. The Housing Element notes that single family housing ''is the housing type most in demand'' notwithstanding the need to build all other types of housing. Approximately 57% of the

City's housing stock is comprised of single family detached housing. The Housing Element also noted that as of 2018, over 96% of all housing units in the City were occupied, thus indicating only minimal vacancy within the existing housing stock. Further, the City concluded that over 65% of the single family housing units are owner occupied (substantially higher than the Orange County average of 51.1%), and that owner occupied units have a much lower turnover rate than rental housing, meaning they are significantly less likely to become available on the market. Finally, 86.1% of the City's housing stock was constructed prior to 1989, ''therefore, the majority of the housing stock may be susceptible to deterioration and require maintenance or some type of rehabilitation.''

The Housing Element emphasizes that the Project Site is critical for the City to meet its Regional Housing Needs Assessment (''RHNA'') allocation of 1,985 units as part of the 2021-2029 planning cycle. Of these units, 1,363 are planned to be allocated on the Project Site and the Oakbrook Village site, both of which are within the boundaries of the UVSP. The Housing Element notes that the City has endeavored for years to encourage residential development within the UVSP, which underscores that the area is critical to the delivery of housing units consistent with state mandates. Of the overall 1,500 units planned for the Project Site (per the 2022 VLH approvals) and Oakbrook Village within the current RHNA cycle, there is no entitlement for single family detached housing for either project. Other sites identified in the Housing Element either do not have actively proposed projects or otherwise do not anticipate construction of single-family detached housing.

The Project includes 78 detached single family housing units to provide additional options in housing for area residents. The Project will thus offer the first neighborhood of new single family detached units built within the City in several decades. These units, which would be constructed on one of the few sites in the City susceptible to redevelopment without displacing ongoing commercial uses or lower density residential, are necessary to meet recognized local and regional demand.

Authorizing single family detached housing is consistent with the overall goals of the UVSP. The intent of the UVSP is to establish a ''village like downtown core'' where commercial, community, and high density residential are appropriate. UVSP goals include, among others, to encourage and facilitate new uses, to capitalize on proximity to other uses, and to enhance pedestrian connectivity and circulation among various uses. Authorizing single family detached units, particularly as contemplated by the Project, will further the ''village'' concept by providing additional housing opportunities and variety near the centralized Village Park and retail and restaurant uses and offsite commercial uses.

B. The proposed amendment is necessary to establish reasonable controls for residential land use within the UVSP and to ensure compatibility with other uses in that:

The proposed amendment to allow single family detached housing within the UVSP will permit an additional and necessary housing type, as evidenced by the above described provisions of the City's Housing Element. Authorizing single family detached housing as part of the UVSP will ensure that the housing is subject to the UVSP Design Guidelines and Development Standards such that the housing will be harmonious with the other uses

in the specific plan area.

C. The proposed plan amendment is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species in that:

The proposed UVSP amendment will enable single-family detached homes, the housing type that, per the Housing Element, is most sought after by City residents. This will have no impact on environmentally sensitive land uses and species, and in any case, the City will comply with CEQA prior to approving the amendment.

D. The amendment is necessary to protect general health, safety and welfare of the community as a whole in that:

The City faces a substantial deficit in housing as documented in the Housing Element. Per the Housing Element, the City's housing allocation during the 2021-2029 cycle is 1,985 units. The Housing Element further states that single family housing is the type most in demand, and that the City's stock of single-family housing is aging, with much of it in needed repair, and that the vast majority of the existing stock is owner occupied. Therefore, there is a documented need for additional single family detached housing to meet the community's needs. Approving the amendment will facilitate delivery of needed housing while also ensuring that the UVSP's Design Guidelines and Development Standards will apply, and thus directly protect general health, safety and welfare.

E. The proposed amendment is necessary to allow a reduced building separation for the single-family detached units in that:

The 6-foot building separation for the single-family detached units allows for smaller lots thereby helping to facilitate the UVSP's intent to establish a ''village'' aesthetic rather than requiring larger building separations of traditional suburban layouts. This allows the Modified Project to allow 87 compact SFD units and further fulfill the UVSP's core mandate to create a high-density, transit-oriented residential core.

F. The proposed amendment is necessary to clarify the applicability of the City's Objective Design Standards (ODS) to projects vested pursuant to a Development Agreement in that:

The Objective Design Standards (ODS) were adopted on April 9, 2024—after approval of the 2022 VLH Project including a Vesting Tentative Tract Map and Development Agreement. The 2022 approvals included a Development Agreement that vested the Project with the development standards in effect at that time. The 2025 Amended and Restated Development Agreement will maintain these vested rights.

Additionally, compliance with the ODS is required only where the UVSP is silent. The Modified Project meets the design criteria established in the UVSP and is consistent with the intent of the ODS. It complies with all but five ODS development standards.

SECTION 2. The City Council finds that the above recitations are true and correct and constitute the findings of the City Council and Planning Agency in this case.

SECTION 3. A copy of the Urban Village Specific Plan Amendment attached hereto as Exhibit "A" shall be filed and maintained in the office of the City Clerk.

SECTION 4. The City Clerk shall record a copy of the development agreement with the Orange County Clerk-Recorder within 10 days of the effective date of this ordinance, on or before September 4, 2026.

SECTION 5. This ordinance shall become effective 30 days after its adoption, on September 24, 2026.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, 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, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 7. 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.

PASSED, APPROVED, AND ADOPTED this the 25th day of August, 2026.

_____
DON CASKEY, MAYOR

ATTEST:

_____
JOSHUA STEVENSON, CMC, CITY CLERK

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

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2026-4 was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 14th day of July, 2026, and that thereafter, said ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 25th day of August, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____

JOSHUA STEVENSON, CMC, CITY CLERK

EXHIBIT A

URBAN VILLAGE SPECIFIC PLAN



City of Laguna Hills

URBAN VILLAGE SPECIFIC PLAN

City of Laguna Hills

Adopted: *November 26, 2002*
City Council Ordinance No: *2002-8*

Amended: November 26, 2002
City Council Ordinance No: 2002-8A

Amended: November 26, 2002
City Council Ordinance No: 2002-8

Amended: _____ __, 2026
City Council Ordinance No: 2026-__

Prepared By: Hogle-Ireland Inc. 42 Corporate Park, Suite 250 Irvine, CA 92606

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EXECUTIVE SUMMARY

The City of Laguna Hills has a unique opportunity to transform an existing 240-acre commercial/business/residential sector of the City into a village-like downtown district that could serve the community needs and provide a regional destination for surrounding cities. The area is close to the Interstate 5 Freeway for easy vehicular access and is centrally located to the surrounding cities of Irvine, Lake Forest, Mission Viejo, Laguna Niguel, Aliso Viejo and Laguna Woods. Although the district contains numerous property owners and an eclectic mix of buildings and land uses, several large properties create a nucleus for the Urban Village Specific Plan. In addition, the City recently purchased one of the office buildings for use as the Civic Center that will generate additional activity and inject new interest in the area. While many of the parcels were developed in the 1970's and some new developments have occurred in the last 5 years, there is a need to establish a land use concept, design guidelines, and development standards for new developments that will create a village identity. The primary goals of the Urban Village Specific Plan are as follows:

1. To encourage and facilitate new uses in the area;
2. To create new pathways and open space areas, and add landscaping to existing sidewalks to foster a pedestrian-friendly environment;
3. To create an identity for the area through the use of entry features, area wayfinding signs, consistent landscaping and street furniture;
4. To facilitate private investments in the development of desirable and planned activity nodes;
5. To take full commercial and market advantage of the Urban Village's central location in the Saddleback Valley;
6. To increase the employment opportunities, tax revenues and ensure the long-term viability of the Urban Village; and
7. To provide the framework for a public/ private partnership to implement the goals of the specific plan.

These primary goals will be implemented through the conceptual Land Use Concept Plan, the Design Guidelines and the Land Use Regulations of the Urban Village Specific Plan.

The Land Use Concept Plan (Figure 6), provides a conceptual basis for locations where new development might occur within the Urban Village. It includes the following anticipated new land uses:

- 183,000 square feet of new retail development oriented around a new Main Street/Pedestrian Promenade.
- A new 250 room Hotel oriented to the Interstate-5 freeway and/or El Toro Road.

- Mixed Use development that could include up to 200 dwelling units.
- New General Office, and/or Medical Office development on the Taj Mahal, Saddleback Memorial Hospital, and Oakbrook Plaza properties.
- The Civic Center Site on El Toro Road.

The Pedestrian Plan (Figure 18), is key to insuring that the Urban Village area becomes a pedestrian friendly place, and that pedestrian access between the various land uses in the area is enhanced. The Pedestrian Plan includes the following:

- A Main Street/Promenade that serves as the focal point for the new retail development anticipated on the Laguna Hills Mall property. The Main Street/Promenade includes two travel lanes, angled parking on both sides of the street, and a 20 foot wide pedestrian zone on both sides of the street. The pedestrian zone includes a 12'-0" wide sidewalk and an 8'-0" pedestrian amenity zone where street furniture (benches, lighting, and landscaping) will be placed.
- 20'-0" wide Pedestrian Paseos connecting the properties west of Calle De La Louisa to the Laguna Hills Mall, and connecting the Mall to Oakbrook Village.
- A 20'0" wide Parking Lot Paseo connecting the parking areas on the east side of the Mall to the Mall buildings.
- Enhanced sidewalks throughout the area that will facilitate pedestrian movement among the properties in the area.

The addition of public open space and pedestrian pathways has been established with the goal of providing more pedestrian opportunities within the Urban Village. The Open Space Plan (Figure 16) depicts the following:

- Two Village Greens, one to be located on the Laguna Hills Mall property, and a second to be located on the Oakbrook Village property.
- 5 Plazas to be located at focal points in the Urban Village area.

The design concepts for the streetscape edge conditions (Figures 8, 9, 10, 11, 12, 13, 14, 15), pedestrian pathways (Figures 16, 17, 18), public open space (Figures 19, 20), and entry features and way-finding graphics (Figures 21, 22, 23, 24, 25, 26) provide the basic framework for improvements to the streets and pedestrian pathways located throughout the Urban Village. These concepts provide many of the unifying elements that will create the Village identity.

The Design Guidelines (Figures 27, 28, 29, 30) will provide direction on the shape and form of developments to ensure that development projects are of a pedestrian scale and enhance the Urban Village character of the area.

The Land Use Regulations allow for new development to occur within the Urban Village that will further the goals of the plan to create a village identity. The

Implementation section of the plan identifies specific actions that the City will take to provide for physical improvements to the area to begin the process of creating an Urban Village within the City of Laguna Hills.

The Urban Village Specific Plan recognizes the vital role the private sector plays in accomplishing the goals of the Plan. Without their participation, all of the goals of the Plan cannot be accomplished. The Plan is intended to provide guidance to the City for implementing the circulation, landscape and streetscape improvements within the public right-of-way and to future project applicants in implementing the Main Street Concept, Pedestrian Pathways, the Village Green and the Plazas. The Plan offers parking incentives to large retail centers who can demonstrate that their new projects are in substantial compliance with the Plan and are of public benefit. Finally, the new public art provisions of the Plan will tie the pedestrian pathways and plazas/village green together and contribute to the creation of the "downtown" environment for Laguna Hills.

I. INTRODUCTION

BACKGROUND

The City of Laguna Hills is located in the San Joaquin Hills in an area of Orange County referred to as "South County" (Vicinity Map, Figure 1). The City is bounded by the Cities of Lake Forest and Irvine to the north, the City of Laguna Niguel to the south, Interstate 5 and the Cities of Mission Viejo and Lake Forest to the east, and the Cities of Aliso Viejo and Laguna Woods to the west.

In 1991 the City of Laguna Hills incorporated, containing an original land area of 3,325 acres. Today the land area of the City has increased to 4,080 acres as a result of annexations. The City's population of 33,910 is expected to grow at an average rate of 1.0 percent to 34,249 by 2025, a growth rate that is generally consistent with the County's growth rate of 1.2 percent.

The community is largely built-out, and predominantly residential in character. A number of neighborhood shopping centers are located throughout the City at the intersection of major roadways. Mixed use and light industrial areas are located in the northernmost portion of the community. The Urban Village Study Area is a distinctive area of Laguna Hills that contains a mix of retail, office, financial, medical, residential, and transportation uses that cannot be found elsewhere in the City or the region. The 240-acre Study Area is bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and Interstate 5 on the east (Location Map, Figure 2; and Aerial Photo, Figure 3).

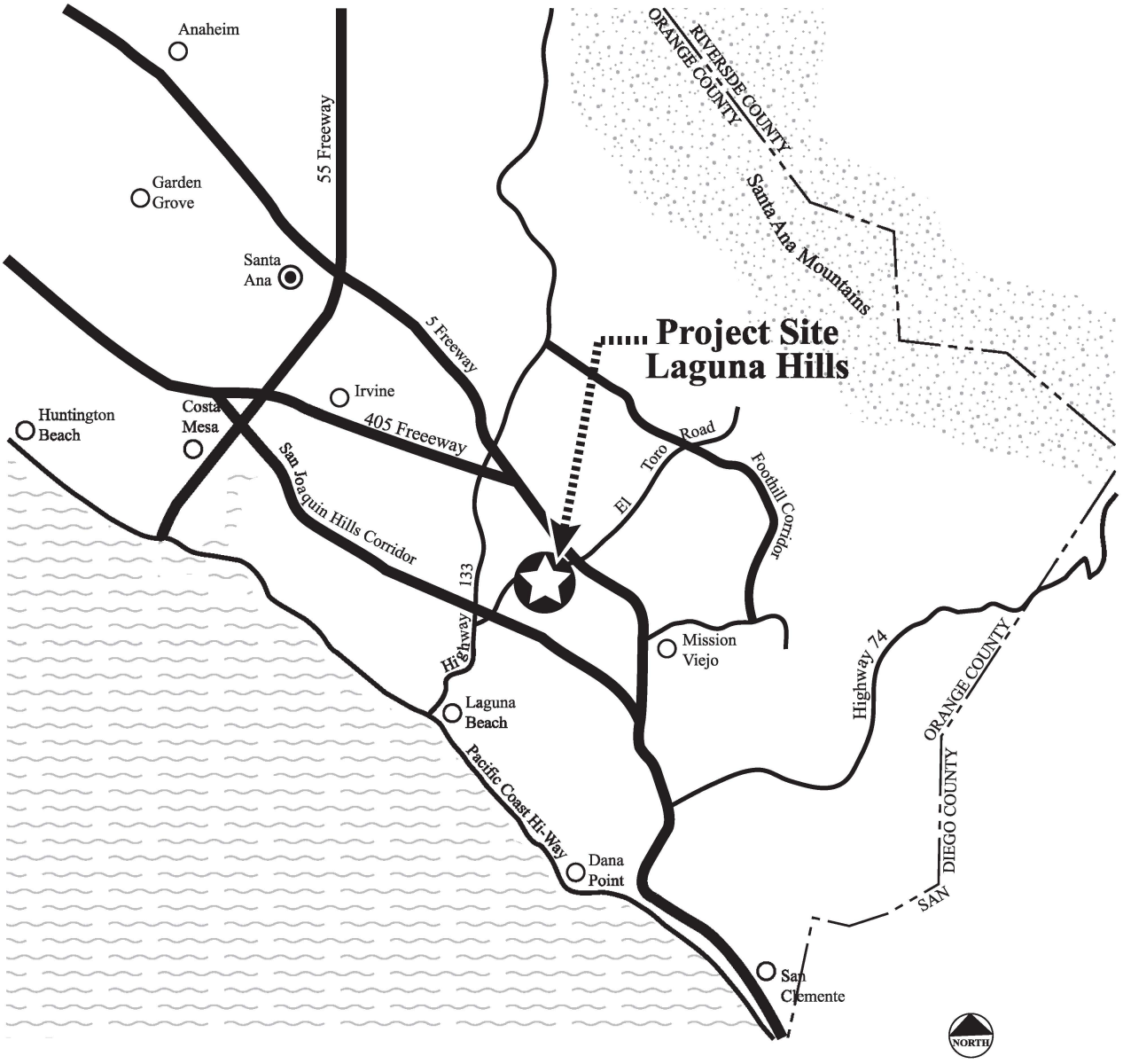
STUDY AREA BACKGROUND

The General Plan, adopted following the City's incorporation, recognized the Study Area as a special commercial district, containing diverse complementary land uses that could be transformed into a village-like "downtown" environment unique to southern Orange County.

The Study Area contains a range of major community and regional destinations and a variety of land uses. Figure 4 illustrates some of the existing conditions found within the area. The prominent activity generators in the Study Area include:

- The Laguna Hills Mall;
- Saddleback Medical Center;
- Medical office buildings;
- Post Office;
- Oakbrook Village Shopping Center;
- General office buildings;
- Financial institutions;
- Senior citizen and multi-family residential development;
- Large box retailers;
- St. George's Episcopal Church and school; and
- Transit terminal.

The Study Area also benefits from a strong transportation network including its proximity to Interstate 5, the major arterials that pass through the area, an Orange County Transportation Authority regional transit terminal, shuttle bus service from surrounding senior citizen communities, a Park-N-Ride lot, and bike lanes. The area is visible and accessible from Interstate 5. El Toro

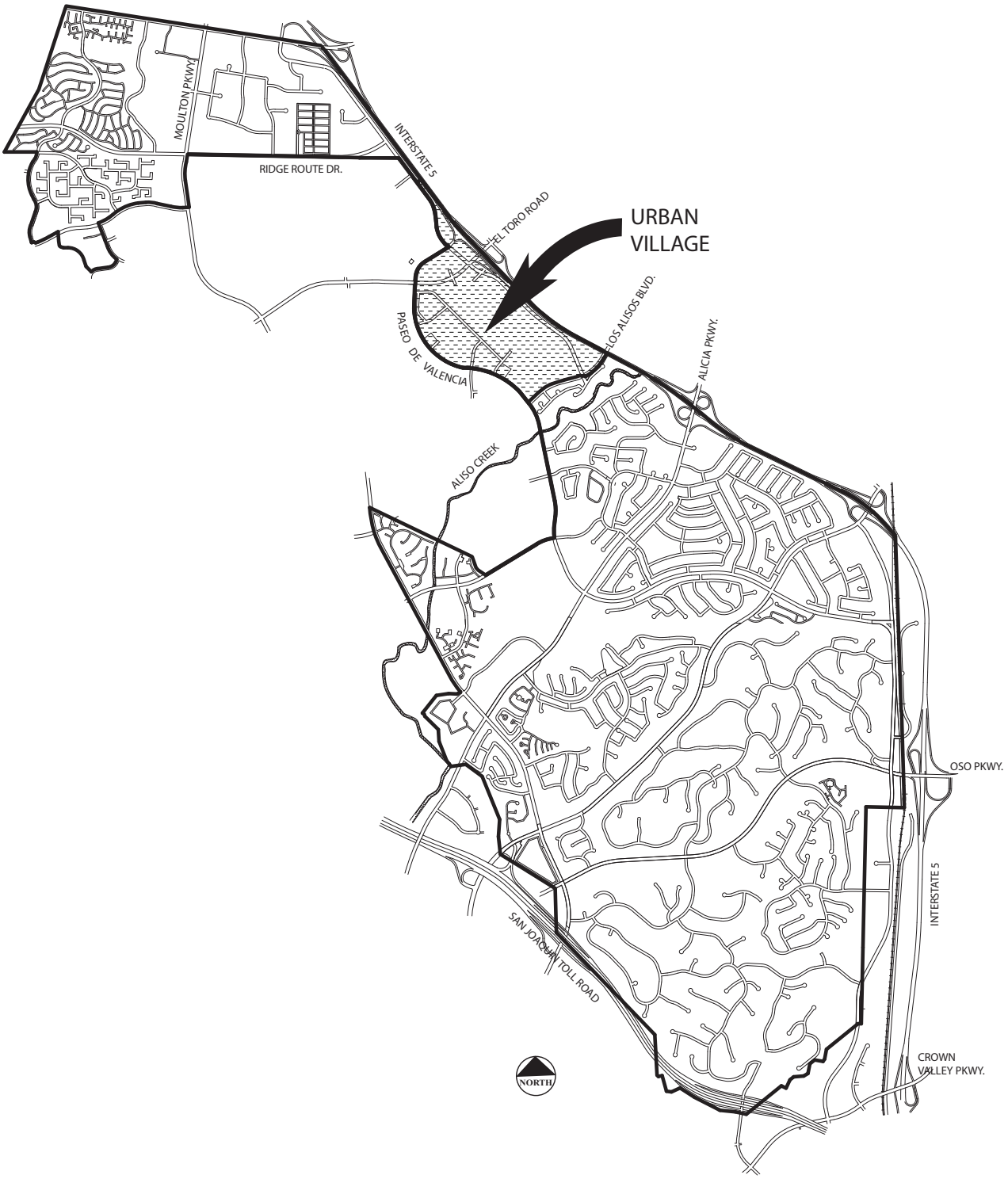


VICINITY MAP

fig. 1

Laguna Hills Urban Village

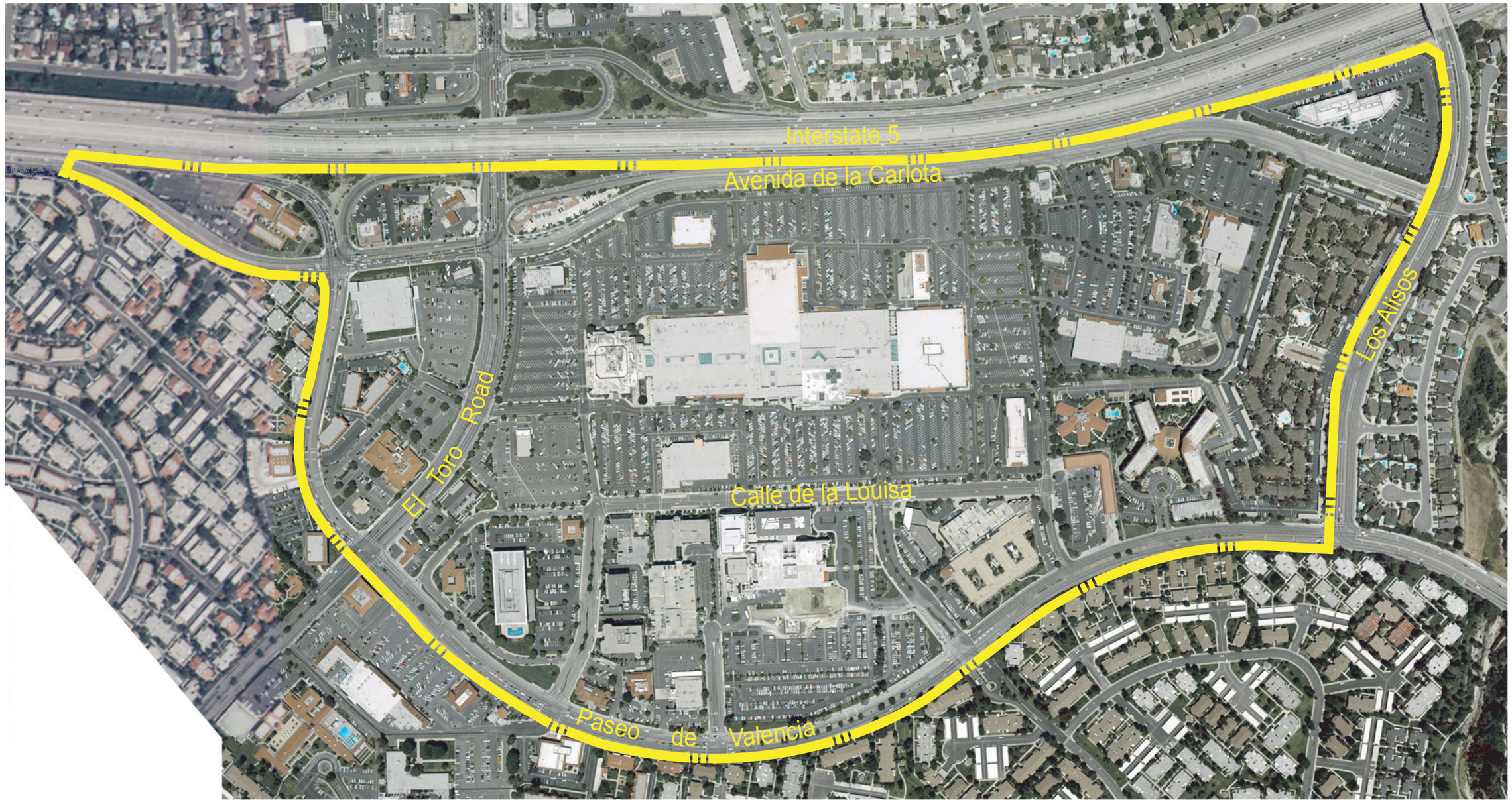
date: Nov. 2002



Laguna Hills Urban Village

LOCATION
MAP

date: Nov. 2002 fig. 2



0 200 400
approximate

north

Aerial Photo

date: Nov. 2002 fig. 3

Laguna Hills Urban Village



OAKBROOK VILLAGE

VILLA VALENCIA



PRADO APARTMENTS



EXISTING CONDITIONS

Laguna Hills Urban Village

date: Nov. 2002 fig. 4





EL TORO ROAD

CIVIC CENTER









LAGUNA HILLS MALL



SADDLEBACK MEMORIAL MEDICAL CENTER

EXISTING CONDITIONS

Road, Los Alisos, Lake Forest Boulevard, and Paseo de Valencia provide access into the area for Laguna Hills residents, as well as from the surrounding communities of Laguna Woods, Aliso Viejo, Lake Forest, Mission Viejo and Laguna Beach.

STUDY AREA OPPORTUNITIES

In recent years there has been a significant amount of development activity and investment in property within the Study Area in the form of new retail and restaurant development, medical center expansion, and substantial maintenance-related property improvements. In conjunction with these improvements the businesses in the district have modernized and diversified. The Study Area has also acquired amenities such as separated landscaped walkways and outdoor eating areas; both are features that enhance the interest of the area and make it easier to move around within the area.

STUDY AREA CONSTRAINTS

Although the Study Area contains businesses and services that are an asset to the community and surrounding region, they do not presently function as a cohesive district with a distinctive identity. There are various factors that detract from the atmosphere of the Study Area including:

- Poor urban design.
  - Commercial properties bear little relation to one another.
  - Buildings and streets lack human scale features.
  - Physical barriers separate residential and commercial areas.
- Few community focal points and open spaces/gathering places.
- Traffic congestion
  - Perceived inadequate roadway capacity.
  - Need for traffic improvements in the vicinity.
- Limited entertainment attractions.
- Limited public right-of-way widths and sporadically located sidewalks that are not pedestrian friendly.

RELATIONSHIP OF STUDY AREA TO COMMUNITY

The Study Area contains the highest concentration of goods, services, and employment opportunities in Laguna Hills. The area presently consists of a 527,000 square foot medical center, approximately 633,000 square feet of office space and 1,124,000 square feet of retail space. The 756 residential units in the Urban Village consist of the Prado apartment complex (360 units) and the Villa Valencia senior citizen development (396 units). The Study Area also includes an employment base of approximately 5,000 workers, a number that has the potential to increase significantly under General Plan build-out conditions.

The area is patronized primarily by residents of Laguna Hills, and the adjacent communities of Laguna Woods, Lake Forest, Aliso Viejo, Laguna Niguel, and Mission Viejo. Key destinations include the Laguna Hills Mall, the Oakbrook Village shopping center, and the medical offices associated with Saddleback Memorial Medical Center. The Study Area is considered to be a place for a convenient traditional shopping and dining experience, appealing to area workers, families, and seniors.

The City of Laguna Hills recently purchased an office building located near the corner of Paseo de Valencia and El Toro Road for use as a Civic Center. The relocation of City Hall and additional community services will provide a strong center of activity in the area and create an opportunity to add new design elements to the area that can encourage and stimulate new developments within the Urban Village.

The preferred method of access into the area is by automobile. However, Orange County Transit Authority buses and the privately operated senior citizen shuttle buses provide frequent service to the area and are heavily utilized. There are residents living within the Urban Village that will benefit from the enhanced pedestrian pathways to facilitate walking in the Village. In addition, the adjacent City of Laguna Woods is considering adding a golf cart path adjacent to El Toro Road, which will provide another mode of access to the Urban Village. If the City of Laguna Woods implements it's plans for a golf cart path adjacent to El Toro Road, the City of Laguna Hills should attempt to work with Laguna Woods to extend the path into the Urban Village area to provide access to the Saddleback Memorial Medical Center and Laguna Hills Mall.

PURPOSE OF SPECIFIC PLAN

The intent of the Urban Village Specific Plan is to better define and establish development policies and standards that encourage and facilitate the creation of a village-like "downtown core" within the Study Area, and to shape the future of the district as a vibrant regional and community destination that contributes to the quality of life for residents of Laguna Hills and the region. The Specific Plan is also a proactive effort on the part of the City to maintain and enhance the long-term economic vitality of the area as it relates to the image and fiscal health of the community.

The purpose of the Specific Plan is to establish development policies and standards that address these issues, fostering a "sense of place" that makes the Study Area a shopping, business, medical, and recreational destination for residents of Laguna Hills and south Orange County. The main goals are to:

- Encourage and facilitate new uses in the area;
- Create new pathways and add landscaping to existing sidewalks to create a pedestrian-friendly environment;
- Create an identity for the area through the use of entry features, area wayfinding signs, consistent landscaping and street furniture;
- Facilitate private investments in the development of desirable and planned activity nodes;
- Take full commercial and market advantage of the Urban Village's central location in the Saddleback Valley;
- Increase the employment opportunities, tax revenues and ensure the long-term viability of the Urban Village; and
- Provide the framework for a public/ private partnership to implement the goals of the specific plan.

II. PLANNING FRAMEWORK

GENERAL PLAN

The General Plan land use designation for the area is *Village Commercial.* The intent of this land use district is to:

- Develop an urban core;
- Promote a variety of commercial, civic, recreational, and high density residential uses that work in concert to create an urban village; and
- Provide enhanced pedestrian areas that conveniently link commercial, residential, and civic activity areas.

The Special Studies and Programs section of the Laguna Hills General Plan Implementation Program calls for the development of a Specific Design Plan for the Laguna Hills Village area that includes the following:

- An "urban design framework plan" that illustrates major design concepts for the Village area that:
  - Provides techniques for the enhancement of existing parking and circulation;
  - Illustrates potential building massing that could be provided under the Urban Village development criteria established in the General Plan;
  - Identifies proposed pedestrian linkages and public spaces; and
  - Establishes village design guidelines.
- An implementation component that:
  - Establishes an overall vehicle trip cap for all uses;
  - Establishes standards for mixed use development;
  - Outlines several implementation techniques; and
  - Provides a schedule of public sponsored improvements.
- A Public Participation Program that involves area business owners and operators and the public in open design workshops.

The General Plan Implementation Program also calls for the development of a master plan of community facilities that outlines the phasing and development of community facilities for the next 20 years. Specifically, this master plan is to include the development of the following facilities in the Urban Village:

- Civic Center; and
- Cultural Arts Center.

In addition to the Urban Village directives identified in the Implementation Program, the Fiscal Management portion of the General Plan establishes the following goal that is applicable Citywide:

Promotion of an economic base that provides service to the area's population, broadens business and employment opportunities for the community, and generates sufficient municipal income to support the services and facilities envisioned in the City of Laguna Hills General Plan.

The strategies identified to implement this goal that are applicable to the Urban Village include:

A.2 Review current service delivery needs and, based upon anticipated changes of population, businesses, and/or annexation, project service needs for the short-term (two years) and long-term (five years).

A.6 Ensure that all long-term operation and maintenance costs are anticipated and planned for in the development of City Capital Improvement Projects.

A.8 Confirm that there is sufficient anticipated future budget surpluses to support the new or improved services. Caution should be exercised with regard to initiating new and improved services since it is difficult to eliminate or reduce services.

A.9 Maintain a list of new or improved services that are most desired by the community by discussing local needs with residents and community leaders, assessing service utilization, and/or conducting surveys.

A.13 Work closely with the Laguna Hills Mall to avoid any unnecessary delay in the Mall expansion and occupancy.

A.15 Support the early development of any use within the City that can both generate a positive net fiscal impact and is consistent with the General Plan. This will be particularly helpful to move the "urban village" commercial core forward in a timely manner.

DEVELOPMENT CODE OBJECTIVES

The 1998 Laguna Hills Development Code designates the land use in the Study Area *Village Commercial* and states that all development within this district is subject to the provisions of the Urban Village Specific Plan.

The purpose of the Specific Plan as indicated in the Development Code is to provide standards and guidelines in the following areas:

- Techniques to enhance vehicle circulation.
- Guidelines for parking system enhancement.
- Examples and alternatives for building mass potentials authorized by the General Plan.
- Pedestrian corridor and linkage.
- Creation of public spaces to include parks, plazas, outdoor seating areas.
- Design guidelines related to architectural, landscape and signage within

the district.

- Transportation management services within the village area.

- Guidelines for housing development within the village area.

LIVABLE COMMUNITIES PRINCIPLES

In addition to the direction provided by the General Plan, livable community principles also serve as a foundation for the Urban Village Specific Plan. The principles that are particularly relevant to the Study Area are the Community Principles of the Ahwahnee Principles, a set of fundamental guidelines established by the Local Government Commission's Center for Livable Communities. The Ahwahnee Principles provide a framework for the establishment of land use and development policies that encourage the creation of an environment that is responsive to the functional and social needs of the individuals who live and work within them. The Community Principles most applicable to the Study Area include the following:

- All planning should be in the form of complete and integrated communities containing housing, shops, work places, schools, parks and civic facilities essential to the daily life of the residents.

- Community size should be designed so that housing, jobs, daily needs and other activities are within easy walking distance of each other.

- As many activities as possible should be located within easy walking distance of transit stops.

- A community should contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.

- Businesses within the community should provide a range of job types for the community's residents.

- The location and character of the community should be consistent with a larger transit network.

- The community should have a center focus that combines commercial, civic, cultural and recreational uses.

- The community should contain an ample supply of specialized open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.

- Public spaces should be designed to encourage the attention and presence of people at all hours of the day and night.

- Streets, pedestrian paths and bike paths should contribute to a system of fully connected and interesting routes to all destinations. Their design should encourage pedestrian and bicycle use by being small and spatially defined by buildings, trees and lighting; and by discouraging high speed traffic.

- The community design should help conserve resources and minimize waste.

- Communities should provide for the efficient use of water through the use of natural drainage, drought tolerant landscaping and recycling.

- The street orientation, the placement of building and the use of shading should contribute to the energy efficiency of the community.

The development policies and standards of this Specific Plan have been designed to respond to these principles to the maximum extent possible. Implementation of the Specific Plan will not only make the Urban Village a more "livable", vibrant, user-friendly environment, but will also contribute to the livability of the City of Laguna Hills as a whole, providing an integrated district in which community residents can live, work, shop, obtain professional services, and recreate.

SPECIFIC PLAN CONTENTS

The Specific Plan addresses the goals and strategies of the General Plan, and livable community principles, through a variety of mechanisms including:

Land Use Plan
Streetscape Plans
Open Space Plan
Pedestrian Plan
Signage
Lighting
Landscape Plan
Design Guidelines
Revised Development Standards
Public Art Requirements
Infrastructure Plan

III. LAND USE PLAN

INTRODUCTION

The Land Use Plan is conceptual in nature and shows where new development might occur within the Urban Village. The Plan also includes design concepts for the streetscape edge conditions, public open space, pedestrian pathways, entry features and way-finding graphics. The diagrams and discussions are intended to provide guidelines for improvements to the streets and pedestrian pathways located throughout the Urban Village. The diagrams are schematic in nature and not meant to be a precise plan. The plan is not intended to specify actual projects that will be built in the area and does not bind either the City or private property owners to build any specific projects. Figure 5 shows the existing land use pattern for the area. Figure 6 identifies the conceptual Land Use Plan for the Urban Village indicating the areas of potential future expansion and new development.

The Conceptual Land Use Plan encourages a variety of different types of uses within specific locations of the Study Area to fulfill the goals and objectives of this plan for creating an Urban Village. While new development can occur anywhere within the area, subject to the development standards contained within Section V, the plan identifies the preferred locations for these uses. The uses are defined as follows:

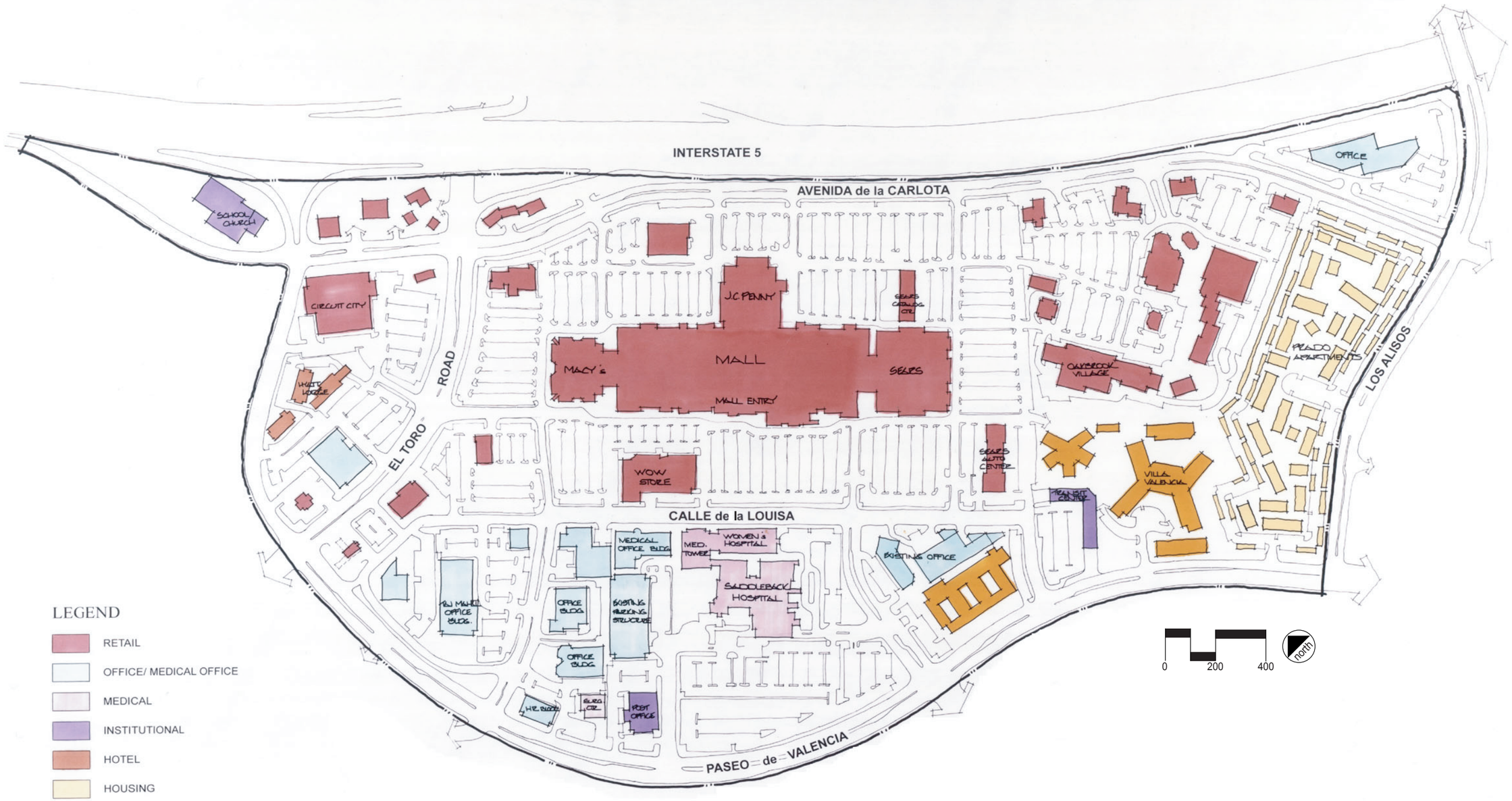
- Retail – includes the retail shopping centers, restaurants, stand-alone retail businesses, service uses, and accessory retail uses
- General Office – consists of professional, non-medical offices
- Medical Office – allows medical office and hospital uses
- Mixed Use – includes residential uses in conjunction with retail or office uses
- Hotel Retail – permits hotel development with accessory retail and restaurant uses
- Civic Center – allows city offices, community meeting facilities and other professional office uses.

Since there are numerous land owners, the plan enables each land owner to determine the details of their own development proposals (including architecture, site design, landscaping) with the design guidelines and Land Use Plan as the basis for City evaluation.

The Land Use Plan outlines major circulation improvements desired for both public and private property; general desired site planning/building orientation concepts; aesthetic improvements such as landscaped medians, parkways, and enhanced corner landscape treatments; desired conceptual pedestrian amenities such as enhanced pedestrian sidewalks, walkways, and public open space areas; and entry identification elements that will serve to give the Urban Village area its own unique identity.

MAIN STREET CONCEPT

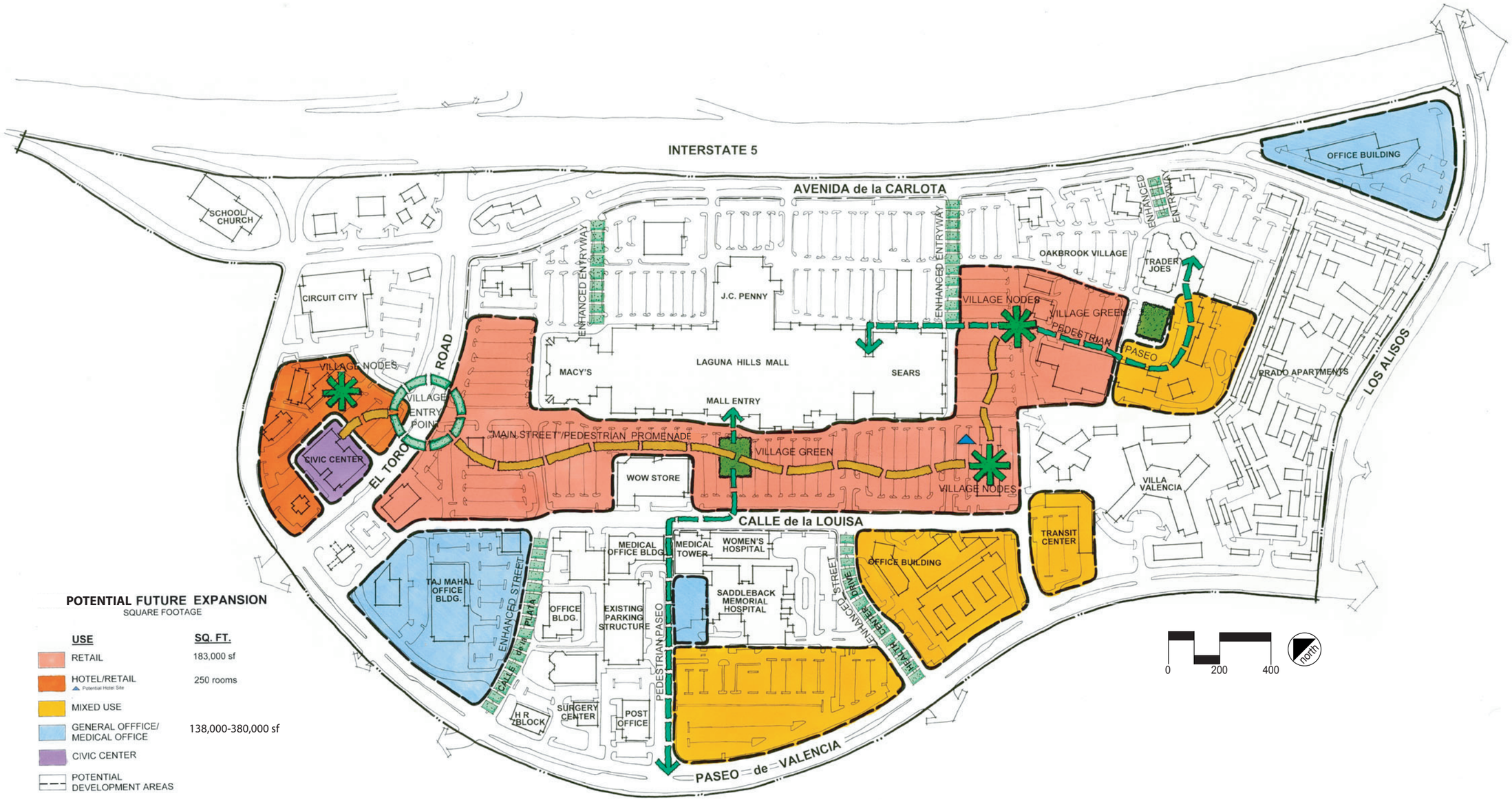
The proposed Main Street serves as the basis for the land use plan and provides



Existing Land Use

date: Nov. 2002 fig. 5

Laguna Hills Urban Village



POTENTIAL FUTURE EXPANSION
SQUARE FOOTAGE

USE	SQ. FT.
RETAIL	183,000 sf
HOTEL/RETAIL (Potential Hotel Site)	250 rooms
MIXED USE	
GENERAL OFFFICE/ MEDICAL OFFICE	138,000-380,000 sf
CIVIC CENTER	
POTENTIAL DEVELOPMENT AREAS	

- 200 DU are allowed within the Urban Village
- The current zoning for the Urban Village Area would allow for any of the above listed uses in any of the development areas.

Land Use Concept Plan

date: Nov. 2002 fig. 6

Laguna Hills Urban Village

the backbone for many of the key elements of the desired development patterns and aesthetic improvements envisioned for the Urban Village as a whole. The Main Street will be centrally located within the Urban Village and is anticipated to be an area where residents, employees, and visitors to Laguna Hills can meet, socialize, shop, and conduct business. It is intended to be a pedestrian oriented shopping, dining, and entertainment area that will transform the Laguna Hills Mall shopping area from an old style shopping mall to a multi purpose destination for local residents, area employees, and the region.

Main Street is envisioned to feature diagonal parking, street trees, decorative street lights and street furniture, special paving, and easy and attractive pedestrian connections between adjacent retail, specialty service, dining, business, and entertainment uses.

It is anticipated that Main Street will be constructed within the existing Laguna Hills Mall property between the existing "WOW" store and main Mall building. Parking displaced by Main Street and adjacent new retail development would be replaced in new parking structures that could be constructed on the Mall property.

In addition to the Main Street, traffic flow within the Urban Village area and on the surrounding arterials will be facilitated through a number of roadway improvements identified within the Laguna Hills General Plan. The specific improvements are identified within the traffic section of the infrastructure plan.



IMAGE OF MAIN STREET

STREETSCAPE EDGE CONDITIONS

The concept with the edge conditions is to create a unifying appearance that allows this area to be identified as the Urban Village. As seen on the Edge Condition Plan, Figure 7, and Edge Condition Sections, Figures 8 through 15, there is a certain consistency that can be created throughout the area to unify and establish a theme for the Urban Village for improved recognition and to enhance the appearance of the area. This will be accomplished by implementing a landscape theme throughout the Urban Village on exterior streets as well as interior streets. The use of a consistent plant palette, entry features, stone walls and way finding signs will give the area one unified appearance.

1. El Toro Road (Figure 8)

El Toro Road is a major arterial street that traverses the northern section of the Urban Village area. El Toro Road is a regional arterial with freeway on- and off-ramps that provide access to the Urban Village from the I-5 freeway. As the primary entry location to the area, the El Toro roadway has been designed to create a distinct identity for the Urban Village. El Toro Road is proposed to have additional through lanes and right hand turn lanes added (see road improvement plan, Figure 32). There will be improved parkway strips on both sides of the road - 20' deep and median islands with landscaping and Urban Village Entry Features. The parkway strip will consist of a 5'-0" hedge behind curb, then a 5'-0" sidewalk followed by 10'-0" of landscaping. Within the landscaped area there will be a 30" high stone wall curving back and forth around street trees from the back of sidewalk to the edge of the parking lot.

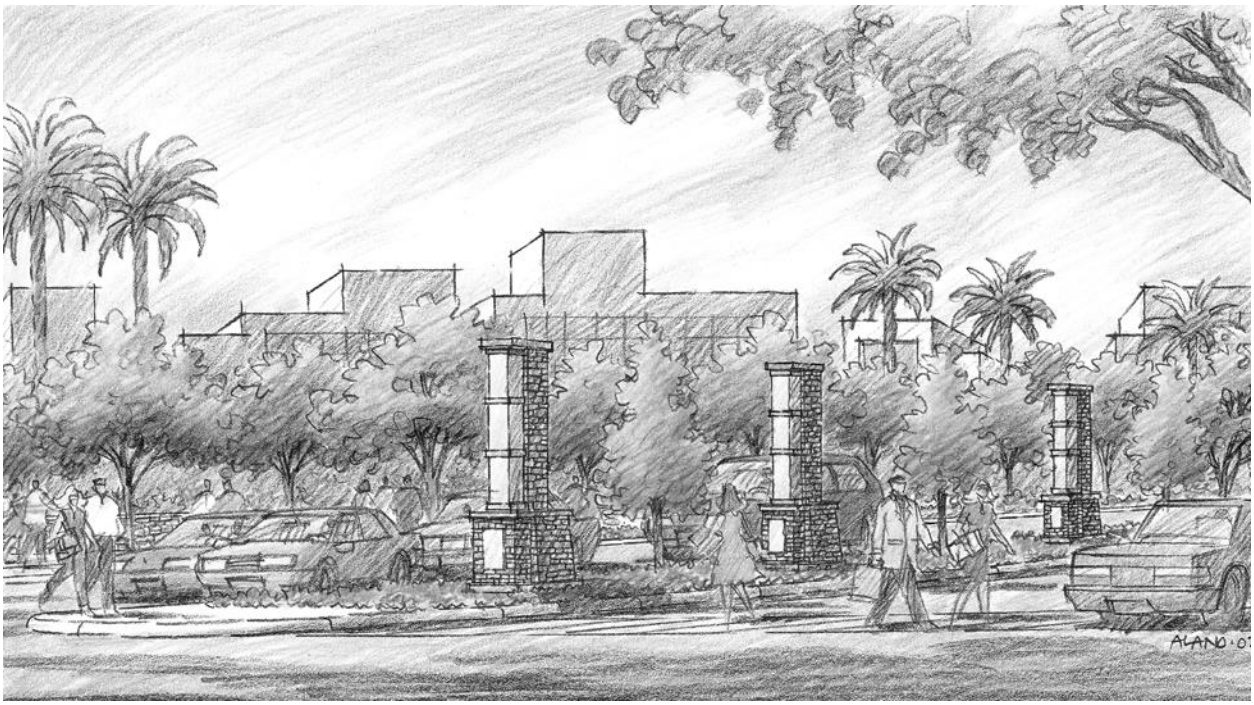
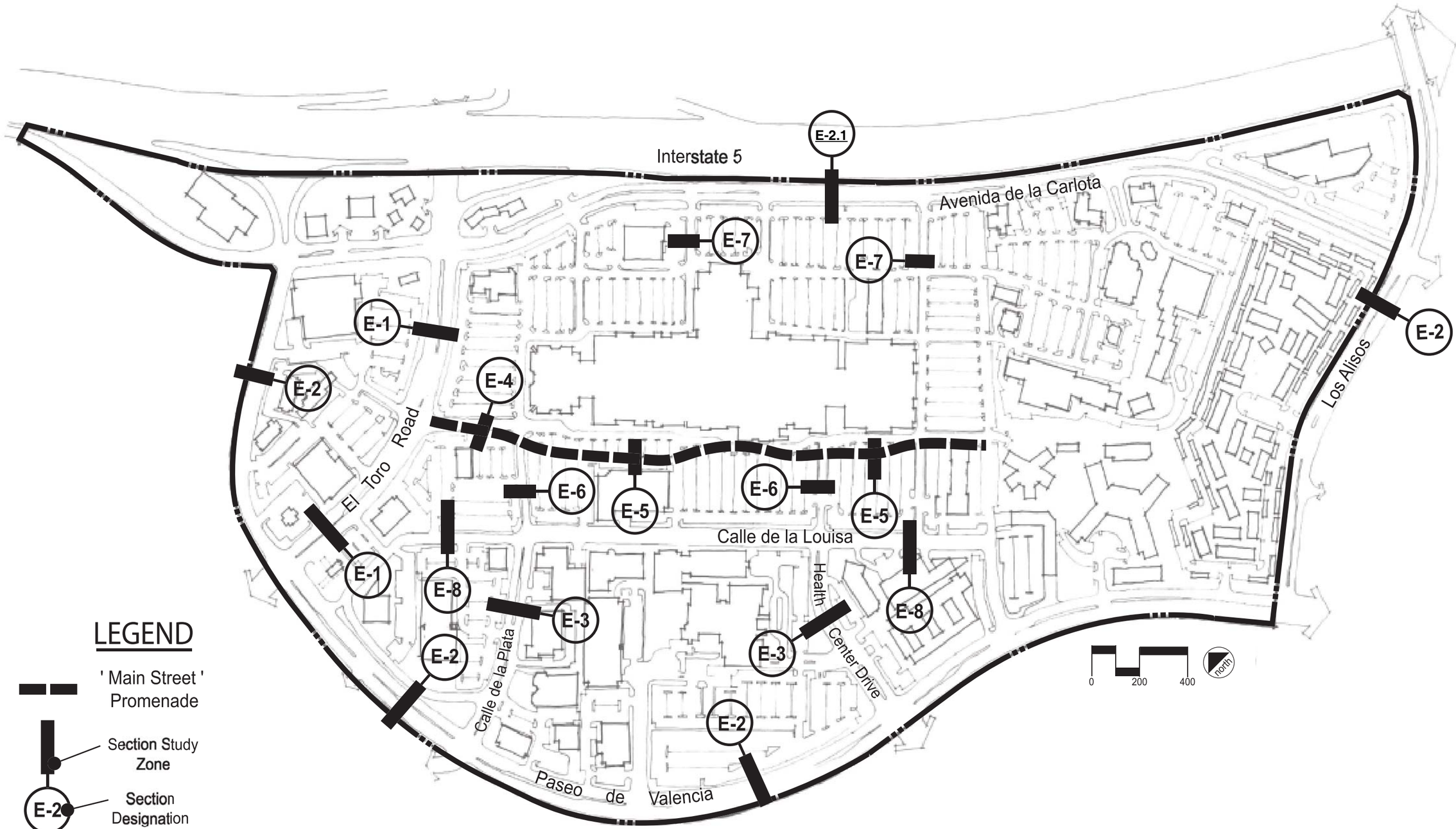


IMAGE OF EL TORO ROAD ENTRY FEATURES



LEGEND

' Main Street ' Promenade

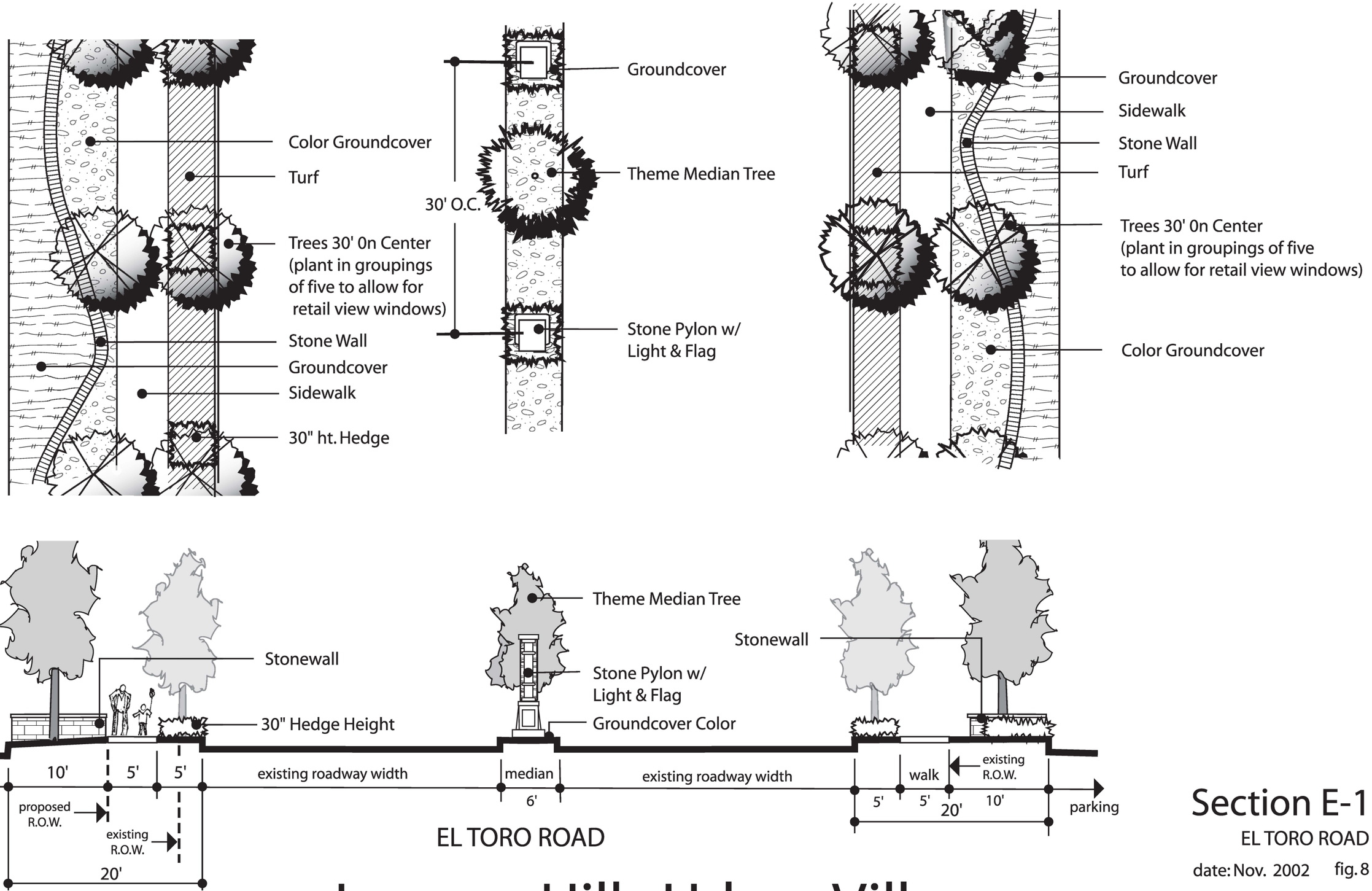
Section Study Zone

E-2 Section Designation

Street Edge Condition Plan

date: Nov. 2002 fig. 7

updated: Nov. 2017



Section E-1

EL TORO ROAD

date: Nov. 2002 fig. 8

Laguna Hills Urban Village

It is envisioned that the area between the sidewalk and the stone wall will be planted with a colorful flowering ground cover and the areas behind the wall will be planted with thick dense evergreen shrubs. The street trees will be planted 30'-0" on center in groups of five so that open view corridors can occur along El Toro Road. The median islands will incorporate the Urban Village Entry Feature along with specimen trees where the median island is wide enough. Coloring ground cover will be planted at the base of each Entry Feature and in the narrow sections of the median islands.

General Characteristics

- 20'-0" min. Parkway
- 5'-0" sidewalk
- Buildings should be orientated to El Toro Road

2. Perimeter Streets (Figure 9 & 9.1)

The perimeter streets (Avenida de la Carlota, Los Alisos, and Paseo de Valencia) surrounding the Urban Village will have a consistent look so that the boundaries are clearly delineated. A landscaped area of 8'-0" min. behind sidewalk will be required. There are two design concepts that will be utilized within the parkway, to allow flexibility depending upon the location of existing buildings, trees or other structures.

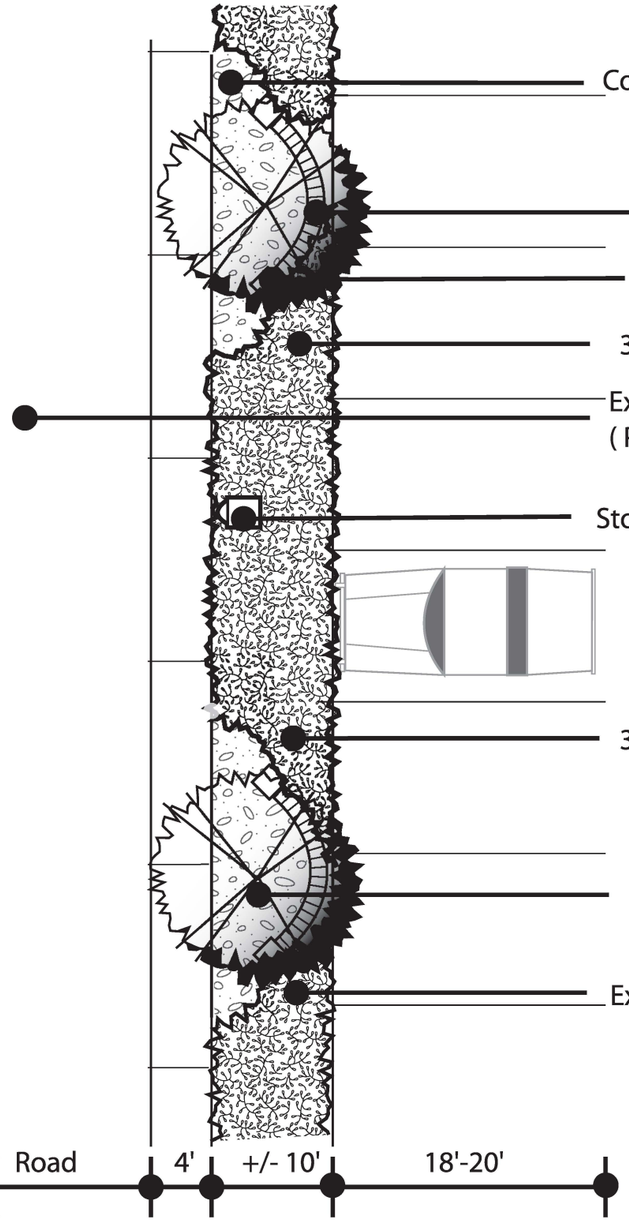
The first alternative provides for planting of the theme trees within this parkway at 30'-0" on center with 30" high stone walls curving around them with pilasters capping the ends of the wall. Coloring ground cover will be placed in front of the stone wall to accent the theme trees. Stone pilasters with lights will be placed in between the theme trees at 30'-0" on center. A thick dense ground cover will be planted in between the theme trees.

The second alternative parkway design will consist of a curving 30" high screen (to help screen parking lots) made up of both a stone wall and a hedge. Stone pilasters with lights will be placed at equal intervals as this wall touches the sidewalk. Coloring groundcover will be placed in front of the wall section (as shown in Figure 9) to give visual interest and continuity to the overall perimeter of the Urban Village.

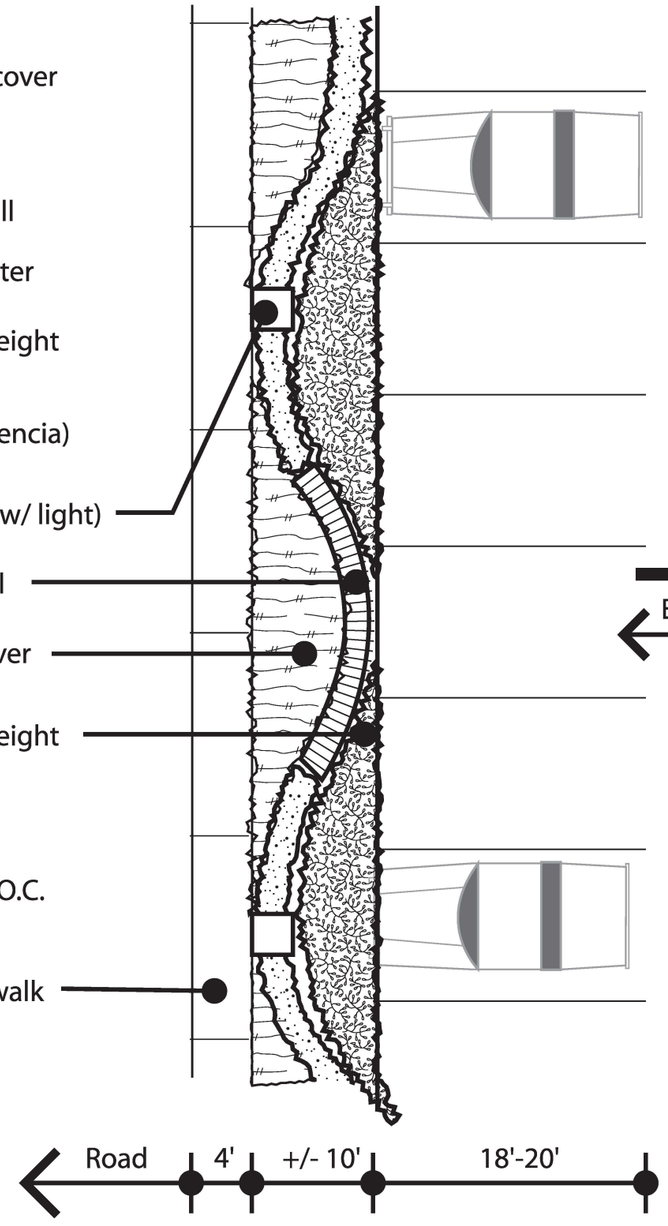
Regarding the right-of-way cross section for Avenida de la Carlota between El Toro Road and Los Alisos Blvd., the overall concept is to enhance the walkability and safety of the roadway for pedestrians by creating a parkway with street trees adjacent to the sidewalk. Additionally, a wider sidewalk for this street will encourage pedestrian use between newly constructed residential units and commercial uses in the area. These design features are in line with goals and policies of the City's General Plan and Complete Streets concepts that promote walking as an option for both recreation and commuting and as an alternative to the automobile. Specific design features for the parkway and sidewalk are detailed in General Characteristics.

General Characteristics

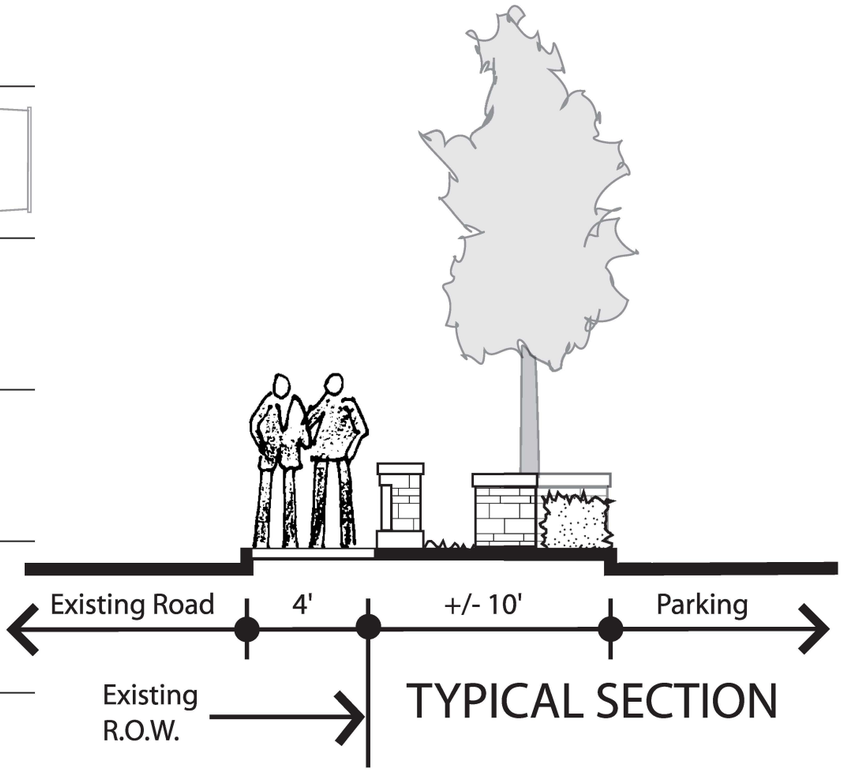
- 10'-0" min. landscape setback from behind sidewalk
- A 4'-0" sidewalk is required within the parkways behind the curb
- For Avenida de la Carolta, a 6'-0" landscape parkway and a 6'-0" sidewalk will be used between El Toro Road and Los Alisos Blvd. For the area of roadway adjacent to the I-5 Freeway, the landscape parkway and sidewalk will be built



* EDGE TREATMENT 'A'



* EDGE TREATMENT 'B'



TYPICAL SECTION

* per direction of
Community Development

Section E-2

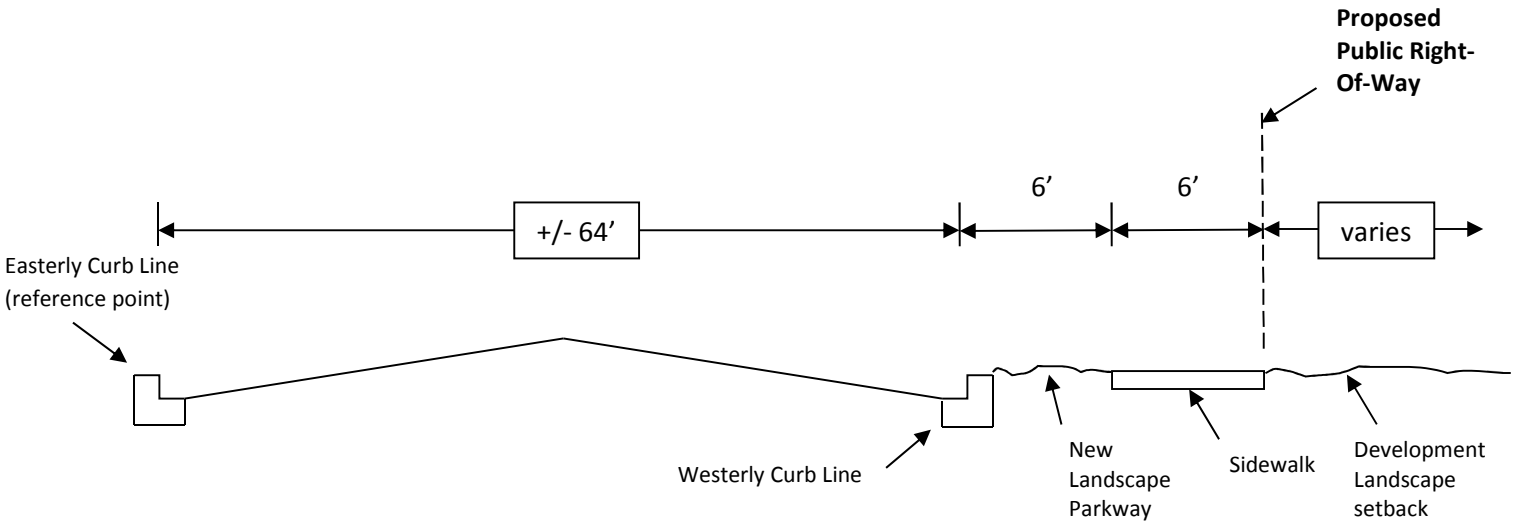
PERIMETER STREETS

date: Nov. 2002

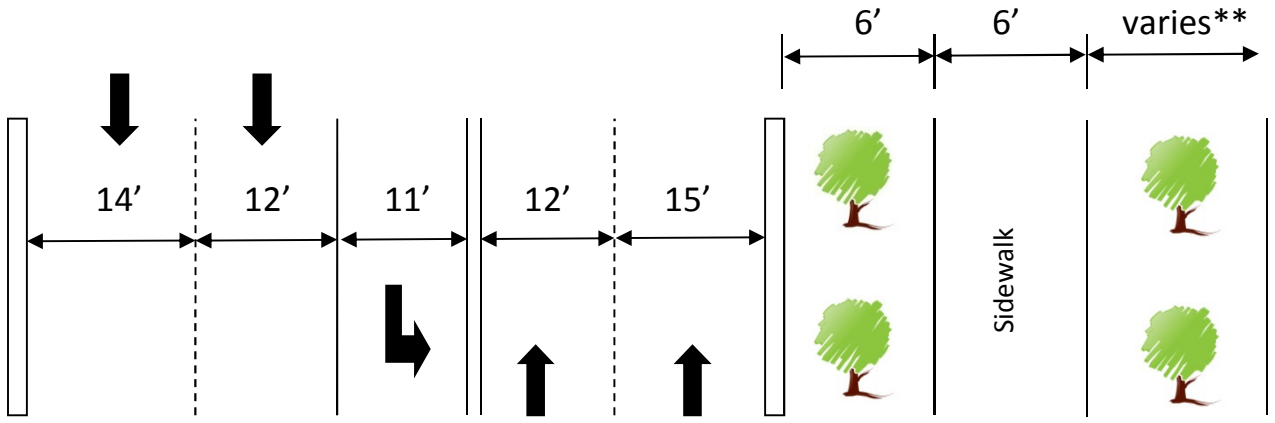
fig. 9

Laguna Hills Urban Village

AVENIDA DE LA CARLOTA ROAD DIMENSIONS
Typical Cross Section*
Between El Toro Road and Los Alisos Blvd.



SECTION

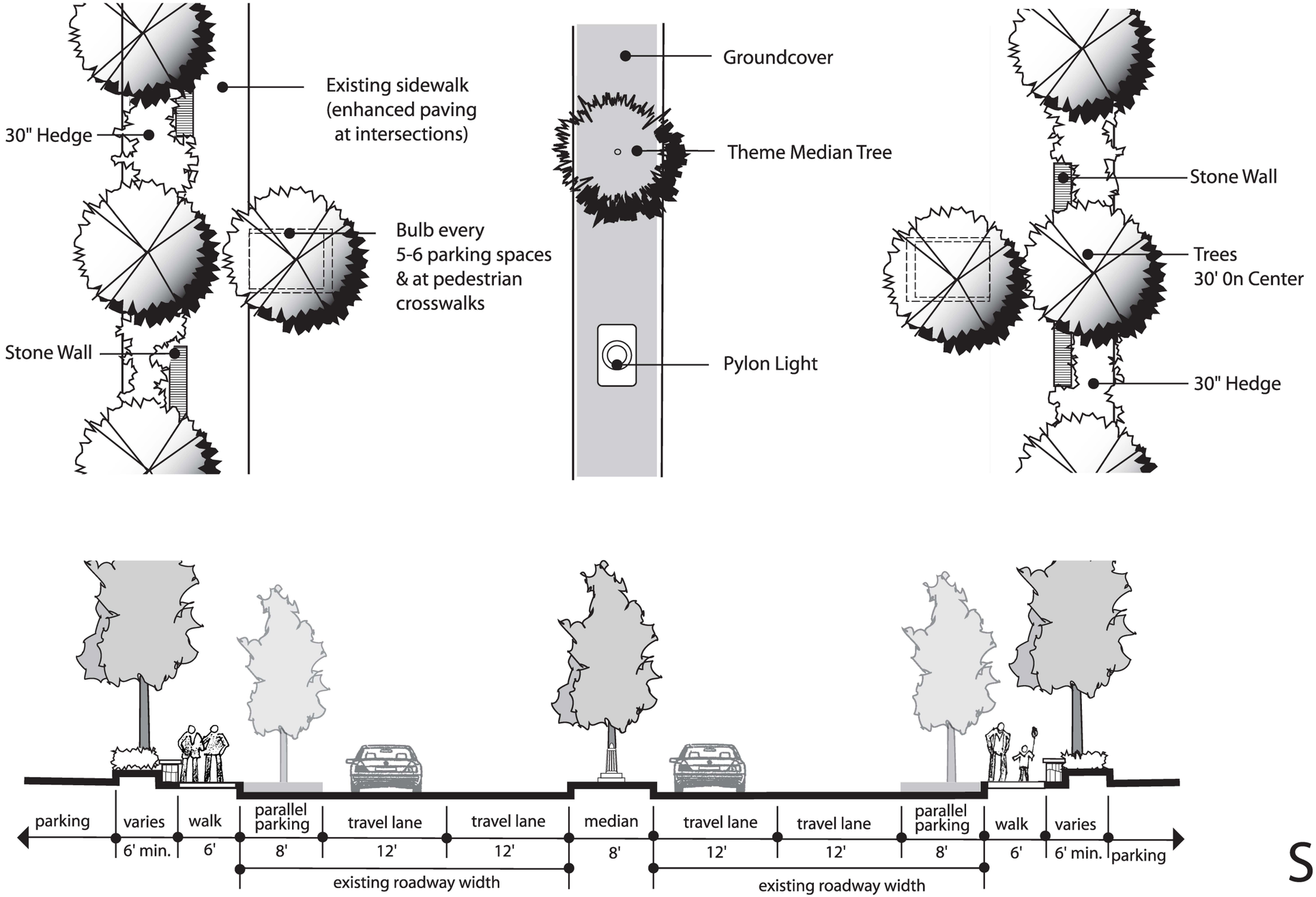


Not to Scale

PLAN VIEW

*Roadway section flares to wider dimensions at intersections with El Toro Road and with Los Alisos Blvd.
**Refer to Figure 9 for edge treatments A and B

Section E-2.1
Perimeter Streets
Figure 9.1



HEALTH CENTER DRIVE and CALLE DE LA PLATA

Laguna Hills Urban Village

Section E -3

ENTRY STREETS

date: Nov. 2002 fig. 10

on the westerly side of the road only.
- All landscape material should be the same along these perimeter edges

3. Entry Streets (Figure 10)

The entry streets (Health Center Drive & Calla de la Plata) will have a unifying look consisting of a straight 30" high stone wall and hedge running the entire length of these streets behind the existing sidewalk. The stone wall and hedge should alternate as they run down the street to give some visual relief. In front of this wall and hedge should be a minimum of 4'-0" of ground cover and the required street tree for this street placed at 30'-0" on center. This will provide a buffer for the pedestrians from the parking lot.

The existing medians will stay with the incorporation of the new stone pylons with lights placed every 40'-0" on center and a theme tree placed in between the pylons. Coloring ground cover should be placed around the base of the pylon. Where possible at mid-block (between driveways) tree wells/tree bulbs should be placed in the parking lane with a street tree placed in it with coloring ground cover placed at the base.

General Characteristics

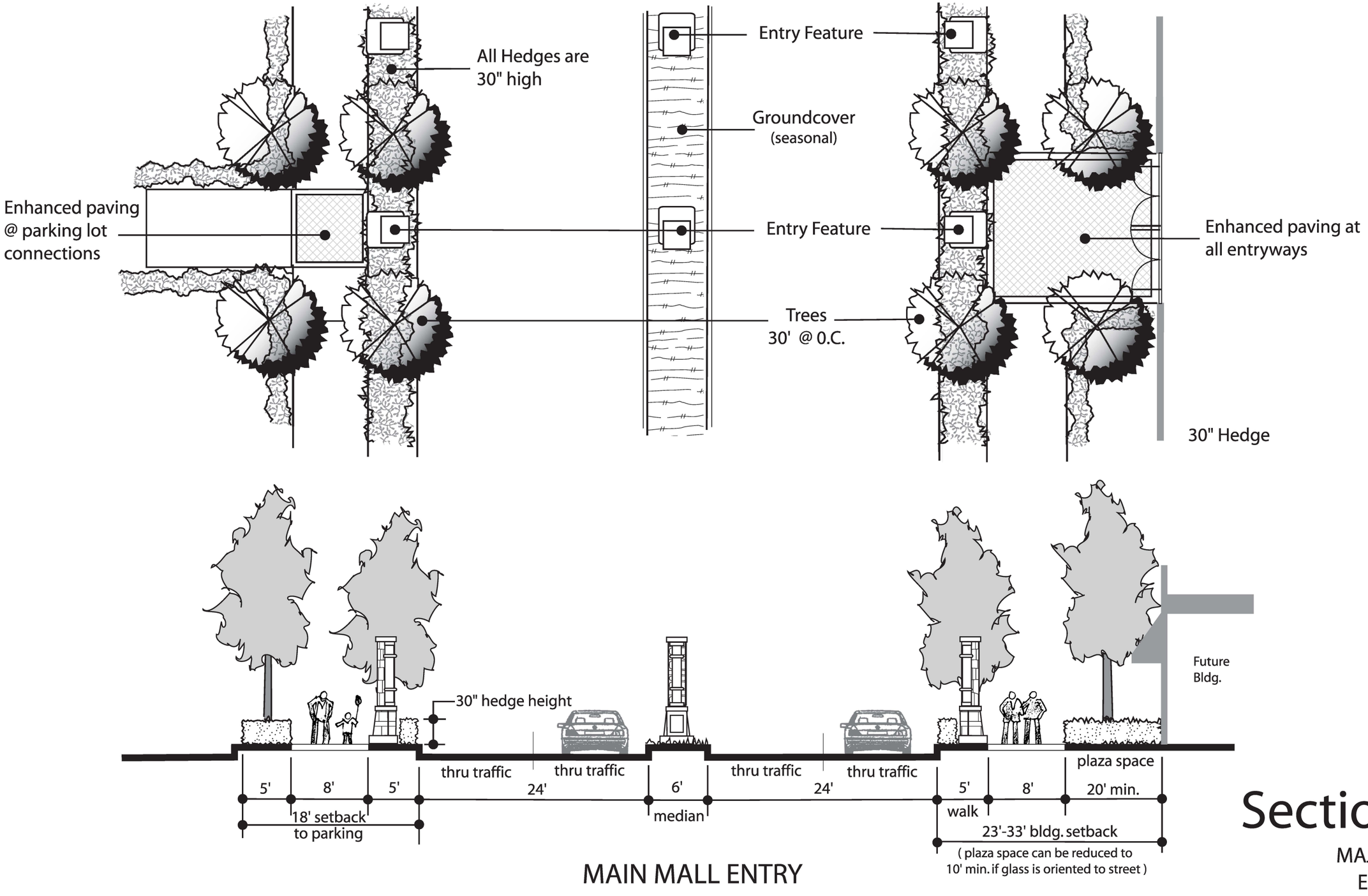
- 6'-0" min. landscape area behind sidewalk for landscaping and screen wall or hedge
- A 15'-0" building setback should be maintained along the edges
- All landscape material should be the same along these entry streets
- A 6'-0" sidewalk is required on both sides of all entry streets behind the curb
- Enhanced paving should occur at all intersections and tree bulb/well locations

4. Major Project Entry Street from El Toro Road (Figure 11)

The major project entry street (located on the north side of the Mall at El Toro Road) will incorporate a pedestrian paseo on both sides of the entry street so that the pedestrian is separated from the vehicular traffic. See Figure 7, section E-4, for precise location of this entry. This Entry Street will transform into the Main Street and provides definition and transition from the major arterial (El Toro Road) to the smaller-scale pedestrian retail district found along Main Street. This pedestrian paseo will consist of an 8'-0" wide sidewalk with 5'-0" wide landscape buffers on both sides. The landscaped buffer areas will include trees planted at 30'-0" on center and a hedge 30" high running the full length of the paseo. A 6'-0" wide median will be incorporated into this entry street incorporating the stone entry features and colored ground cover. It is intended that the buildings fronting this entry street will incorporate various plazas and recessed entries to stores.

General Characteristics

- A 20'-0" building setback should be maintained from back of sidewalk on the entry street. A setback of 10'-0" can occur along the entry street if the buildings are orientated to the street.
- All landscape material should be the same along this major project entry.
- Enhanced paving should occur at all intersections, mid block entries from the parking lot, and at various building entries or plazas



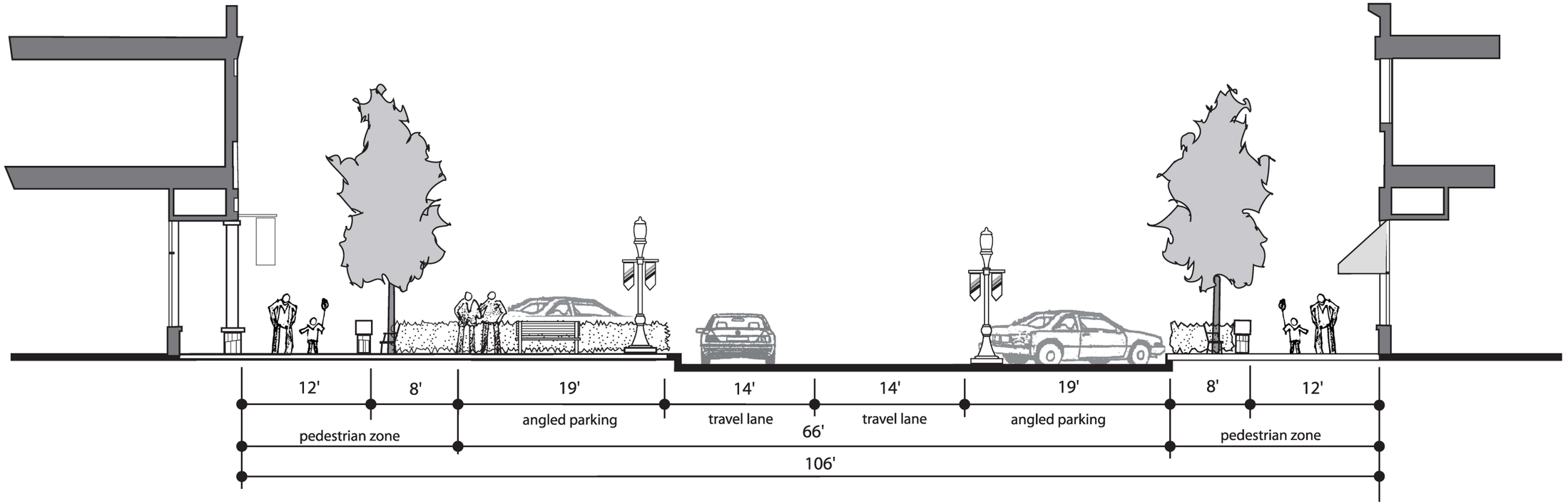
MAIN MALL ENTRY

Section E-4

MAJOR PROJECT
ENTRY STREET

date: Nov. 2002 fig. 11

Laguna Hills Urban Village



MAIN STREET

Section E-5

MAIN STREET

date: Nov. 2002 fig. 12

Laguna Hills Urban Village

5. Main Street (Figure 12)

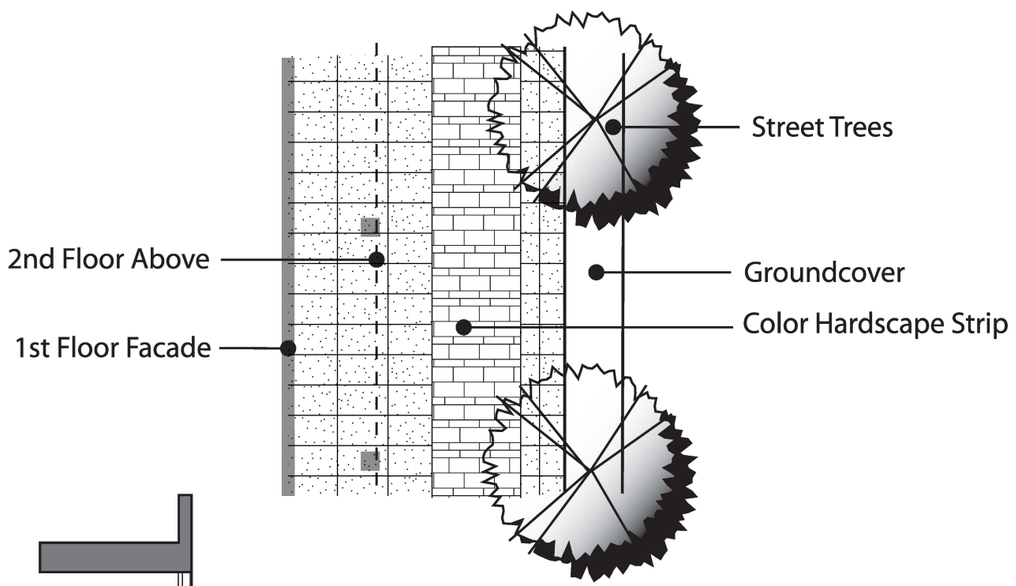
Main Street will become the center of the Urban Village. This street will be characterized by tight, continuous building setbacks on both sides of the street and with a very active sidewalk filled with many pedestrian amenities. The overall width of Main Street will be 106'-0" with two lanes of thru traffic and diagonal parking on either side. A pedestrian zone of 20'-0" will be incorporated on both sides of the street along the building face. This pedestrian zone will be broken down to a 12'-0" wide sidewalk and an 8'-0" pedestrian amenity zone where street furniture (benches, lighting, and landscaping) will be placed. Enhanced paving should occur throughout the pedestrian zone, crosswalks, and at all intersections.

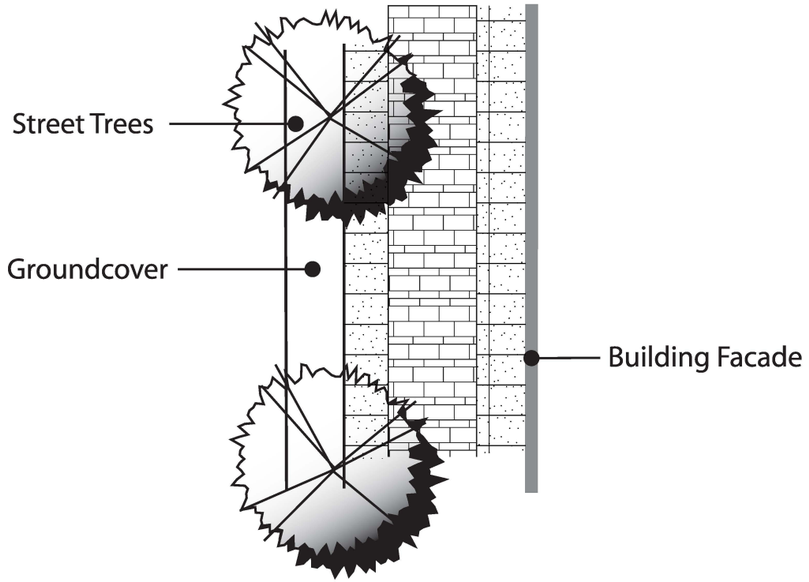
General Characteristics

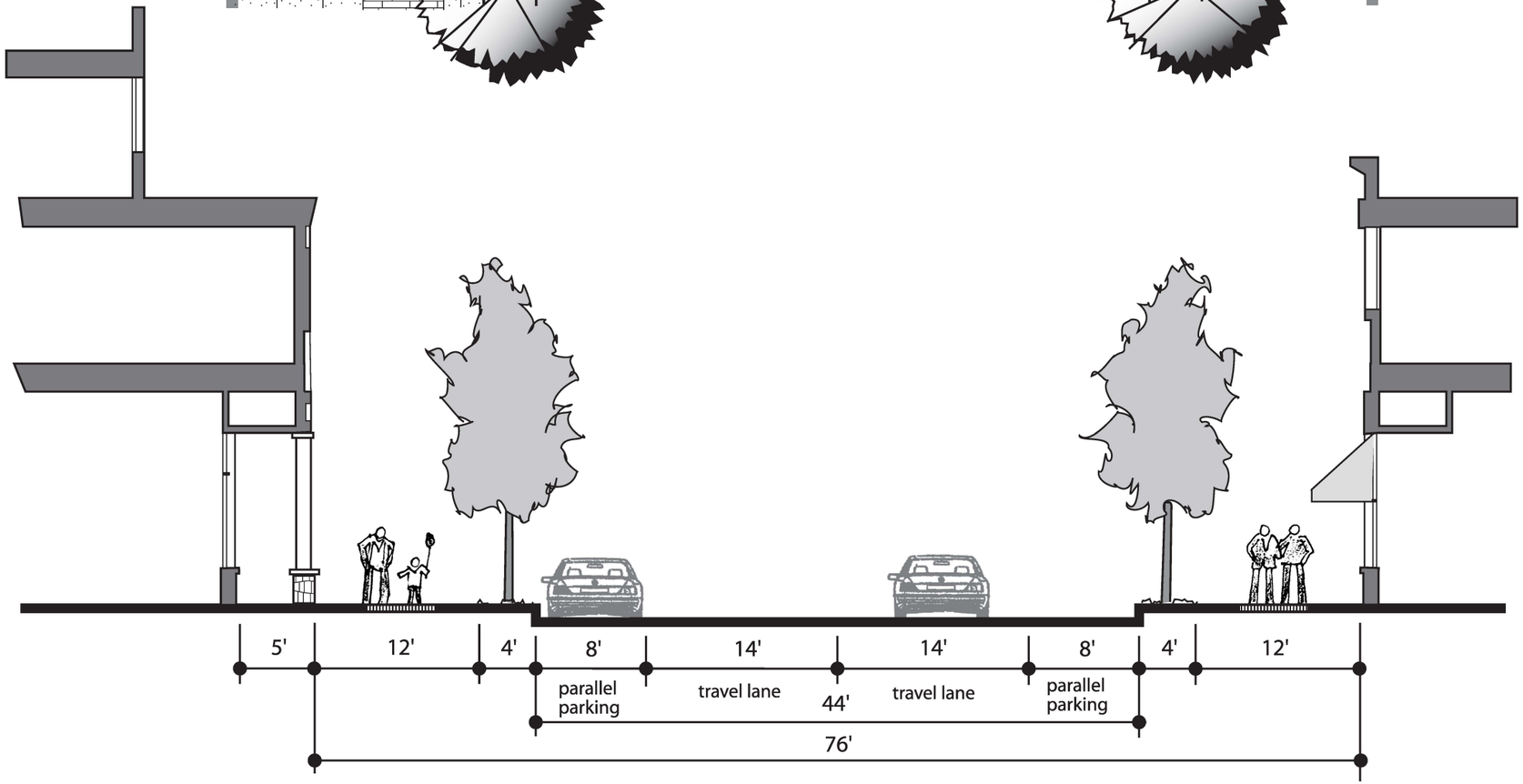
- The ground floor of the buildings along the entire length of Main Street will have continuous active use - i.e. retail, service retail, restaurant (with outside eating), entertainment, etc.
- All landscaping along Main Street should be consistent, there should only be one street tree used with accent trees being used at key locations - such as mid block crossings or mid-block plazas
- A zero foot setback shall be encouraged along Main Street
- Activity nodes should be created to encourage outside eating and people places.
- Buildings should address (face) the Main Street in a manner that supports and encourages pedestrian interaction.
- All building entries along Main Street will be orientated to the street rather than to parking areas to encourage pedestrian traffic to move longitudinally along the street in front of the shops. Locating the primary storefront entry for access directly from parking areas to stores should be discouraged.
- Parking structures along Main Street should include ground floor retail if placed adjacent to Main Street.
- Sidewalks should be designed to serve many functions, from pedestrian movement, window-shopping, encounters with other pedestrians, retail opportunities, outdoor eating, etc.
- Sidewalks need to be a minimum of 12'-0" wide
- There should be very few separations between buildings to enhance the pedestrian walking experience.

6. Secondary Streets (Figure 13)

Secondary Streets are those streets that connect into Main Street. See Figure 7 for the locations of these streets. They will have a right of way of 76'-0" that will include two lanes of thru traffic and two rows of parallel parking on either side, a 4'-0" planting strip and a 12'-0" sidewalk on either side. The buildings will have a zero foot setback (the same condition as Main Street) along these streets. Enhanced paving should occur at the mid-block crosswalks, building entryways and all intersections. Street trees will be incorporated within the planting strip and placed at a minimum of 30'-0". The feel of these streets should be similar to Main Street but without as many of the pedestrian amenities.







SECONDARY STREETS

Laguna Hills Urban Village

Section E-6

SECONDARY STREETS

date: Nov. 2002 fig. 13

General Characteristics

- All landscaping along all Secondary Streets should be consistent, there should only be one street tree used with accent trees being used at key locations - such as mid block crossings or mid block plazas
- A zero foot setback shall be encouraged along Secondary Streets
- Buildings should address (face) the Secondary Street in a manner that supports and encourages pedestrian interaction.
- All building entries along Secondary Streets will be orientated to the street rather than to parking areas to encourage pedestrian traffic to move longitudinally along the street in front of the shops.
- Parking structures directly adjacent to Secondary Streets should include ground floor retail.
- Sidewalks need to be a minimum of 12'-0" wide
- There should be very few separations between buildings to enhance the pedestrian walking experience.

7. Commercial Entry Drives (Figure 14)

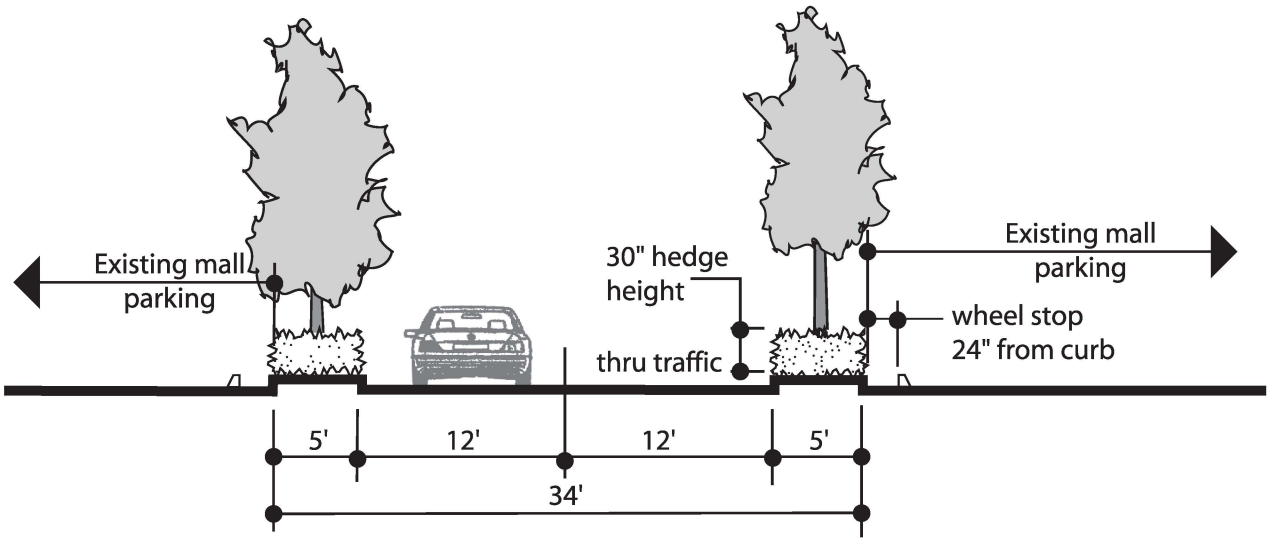
The secondary or commercial entry drives (located on the east side of the project area) will incorporate a pedestrian paseo on one side of the entry drive so that the pedestrian is separated from the vehicular traffic. See Figure 7 for the location of these entries. This pedestrian paseo will consist of a 6'-0" wide sidewalk with landscape buffers on both sides. This landscape buffer will be 5'-0" wide on both sides and will include trees planted at 20'-0" on center and a hedge 30" high running the full length of the paseo. On the opposite side of the entry drive, just one landscaping buffer will be required. On all other entry drives, considered minor entries, a 5'-0" wide landscaping buffer will be required on both sides of the entryway (as shown in Figure 14).

General Characteristics

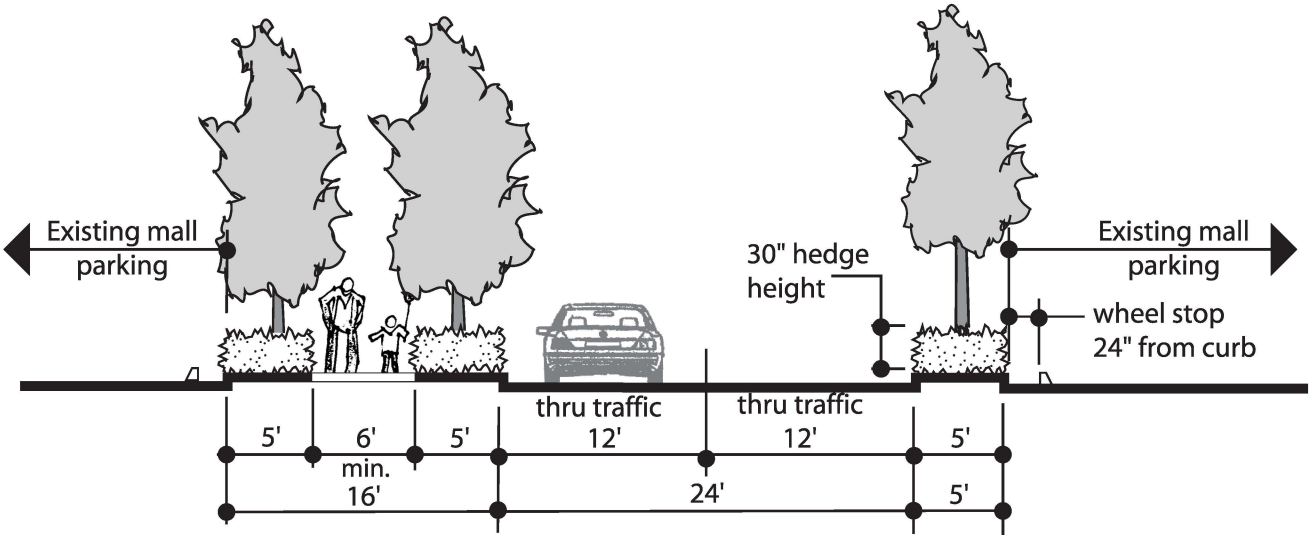
- A 15'-0" building setback should be maintained along the edges
- All landscape material should be the same along these entry drives
- Enhanced paving should occur at all intersections and mid block entries from the parking lot

8. Calle de la Louisa (Figure 15)

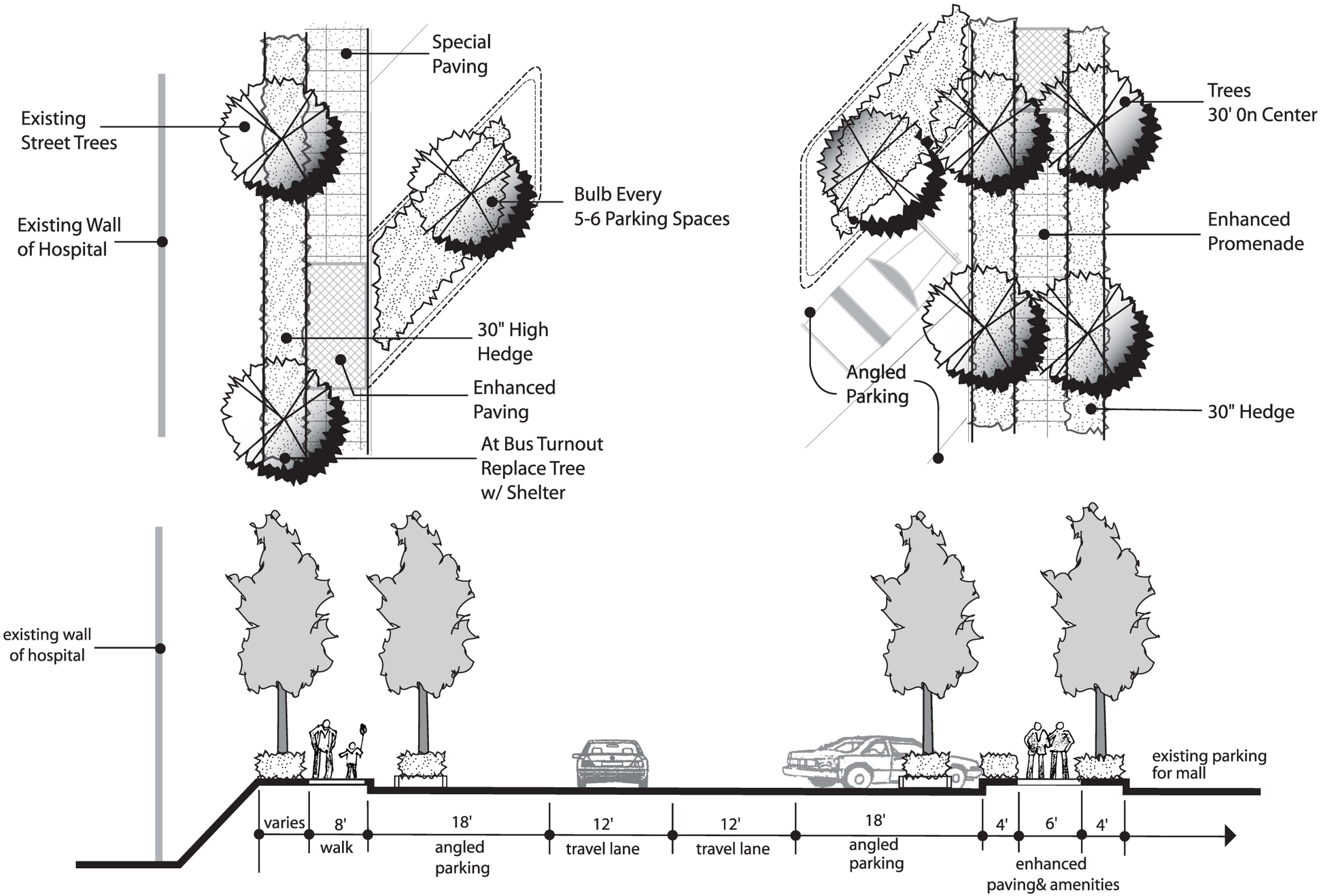
Calle de la Louisa will be reconfigured to have two lanes of thru traffic and parallel parking on the west side (adjacent to the hospital) and angled parking on the east side (adjacent to the mall). Along the east side a pedestrian paseo will be incorporated running the entire length of Calle de la Louisa. The pedestrian paseo will be a total of eighteen feet wide with a 8'-0" wide walkway in the center and 5'-0" of landscaping on both sides. The landscaping will consist of street trees placed in rows every 20'-0" on center and a 30" high hedge on both sides of the walkway to buffer the pedestrian from the automobile both on the street and in the parking lot. The 8'-0" wide walk will have enhanced paving the full length along with pedestrian street furniture placed appropriately. The west side of the street will maintain its 8'-0" sidewalk with the incorporation of tree bulbs/wells every five to six parking spaces. Trees will be placed within these tree bulbs/wells and enhanced paving will occur at these locations. The street trees along Calle de la Louisa will all be the same to give it a unifying appearance.



MINOR MALL ENTRY



MAJOR MALL ENTRY



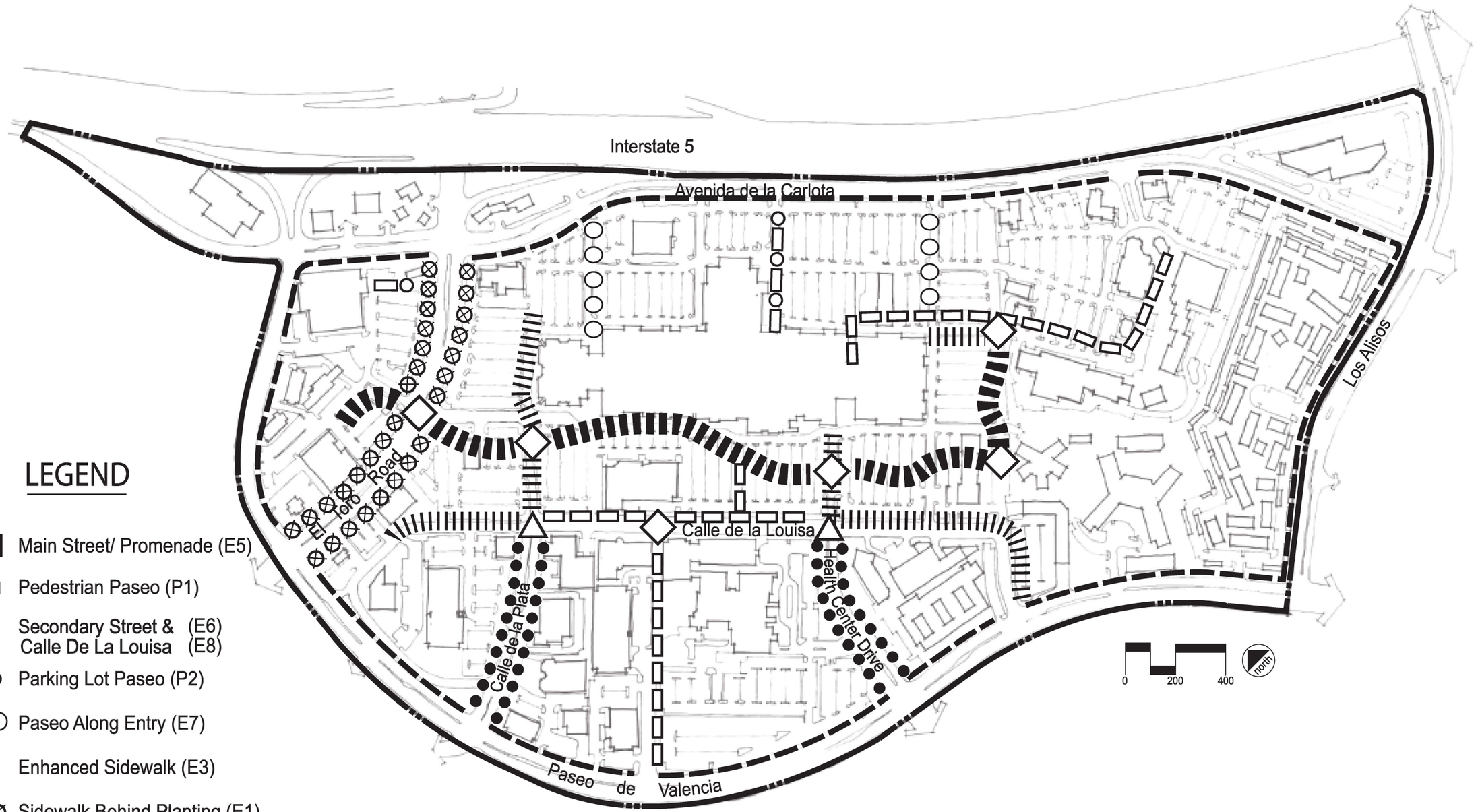
CALLE DE LA LOUISA

Section E-8

CALLE DE LA LOUISA

date: Nov. 2002 fig.15

Laguna Hills Urban Village



LEGEND

- Main Street/ Promenade (E5)
- Pedestrian Paseo (P1)
- Secondary Street & (E6) Calle De La Louisa (E8)
- Parking Lot Paseo (P2)
- Paseo Along Entry (E7)
- Enhanced Sidewalk (E3)
- Sidewalk Behind Planting (E1)
- Full-Enhanced Intersection
- Enhanced Walkways in Intersections
- Sidewalks (E2)

Pedestrian Plan

date: Nov. 2002 fig. 16

Laguna Hills Urban Village

General Characteristics

- Buildings should be orientated to Calle de la Louisa
- A 10'-0" building setback should be maintained from the back of sidewalks if it is the front of the building and 20'-0" if it is any other orientation.
- All landscape material should be the same along Calle de la Louisa
- A 8'-0" sidewalk is required on both sides of Calle de la Louisa
- Enhanced paving should occur at all intersections and tree bulb/well locations

PEDESTRIAN PATHWAYS

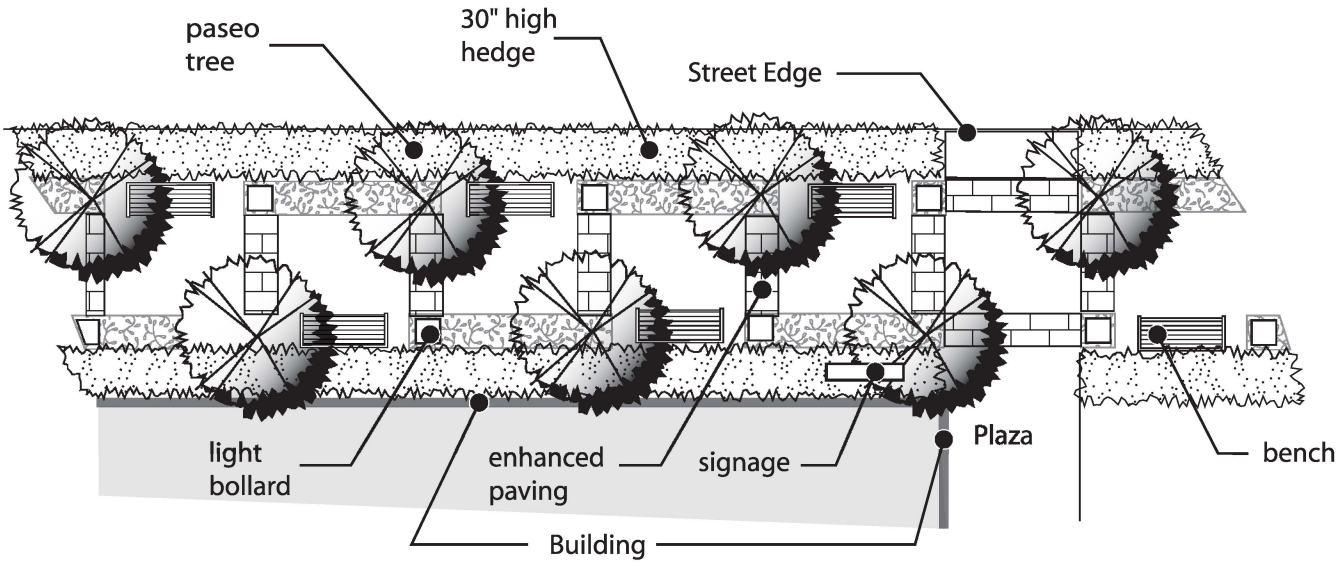
The overall mix of uses throughout the Urban Village offers many opportunities for pedestrian activity. With additional development, the opportunities for pedestrian activity will naturally increase. The increased development necessitates the enhancement and creation of additional pedestrian linkages to accommodate this activity. Figure 16 identifies the locations for primary pedestrian pathways within the Village. There are various types of pathways for pedestrian use, including a "paseo", which is a path that is physically separated from other travel ways with landscaping. Another type of pathway is a sidewalk, which is adjacent to streets, parking areas or structures. Each type can be defined separately by the use of enhanced paving, landscape elements and street furniture.

The Urban Village Specific Plan encourages pedestrian activity throughout the Village by designating specific locations for additional paseos, parking lot paseos, urban sidewalks (Main Street and Secondary Streets), and pedestrian street crossings. The connectivity of all of these elements is very important to achieve a true pedestrian environment within the Urban Village.

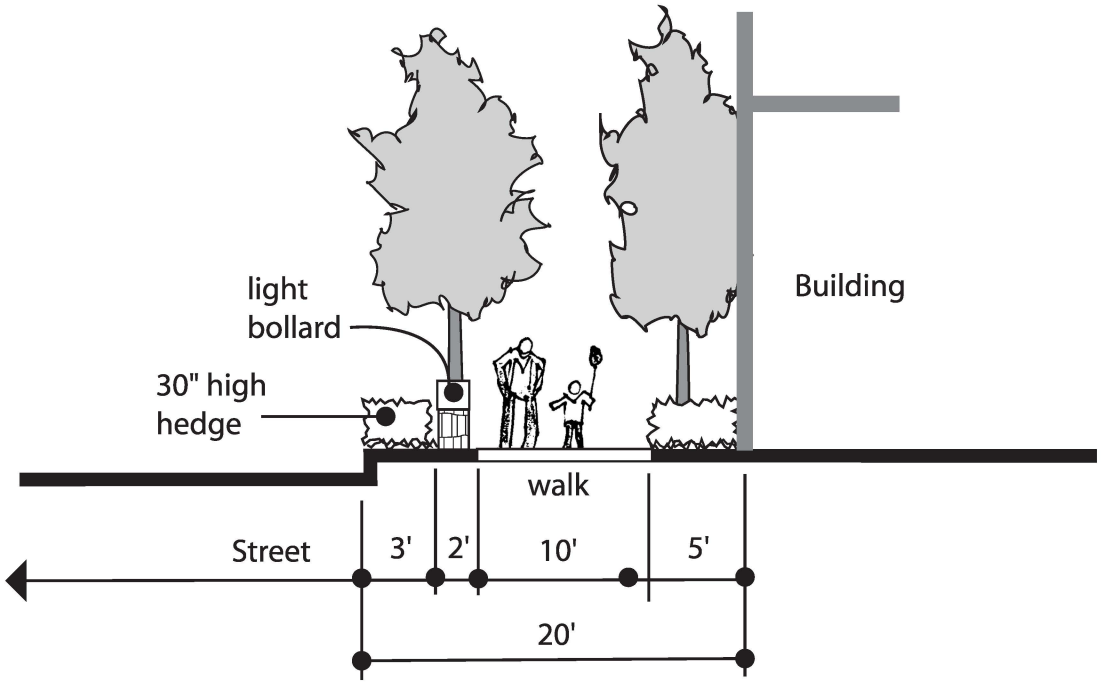
A Trolley/Shuttle system should be considered as part of the Pedestrian Plan. The Trolley/Shuttle could loop around the entire Urban Village area, stopping at all of the major uses (Hospital, Mall, City Hall, Oakbrook Village, Prado Apartments, etc) and pedestrian connection points. The Trolley/Shuttle stops should include stops along Main Street at the enhanced intersections and at major paseo terminating points and crossing of streets. Incorporation of a Trolley/Shuttle system with the Pedestrian Plan will provide pedestrians the opportunity to access areas throughout the Urban Village without having to utilize their automobiles.

<u>Paseos (Figure 17)</u>

Paseos will be incorporated in the Urban Village area to connect major uses so that pedestrians can travel back and forth without having to use their automobile. A primary paseo will connect the Hospital use with the Mall use, this paseo will run along side of the Hospital parking areas and proceed between the two medical office towers, cross Calle de la Louisa, connect to the Village Green and Main Street and then proceed to the main entry of the Mall. A second paseo will connect the Mall with Oakbrook Village, this paseo will run along the eastern edge of the mall and proceed through the parking lot, up the little embankment to Oakbrook Village and then tie into the improved walkway in front of the stores at Oakbrook Village. The paseos will be a total of 20'-0" wide; with a 10'-0" wide walkway in the



PEDESTRIAN PASEO



Section P-1
PEDESTRIAN PASEO

middle and 5'-0" of landscaping planted on each side of the walkway. Trees will be planted at 20'-0" on center in an alternating pattern and a 3'-0" wide hedge (36" in height) will be planted to buffer and provide separation on the outside edge of the paseos. Shade trees should be planted on each side of the walkway, at a minimum of twenty (20) feet on center for each lineal foot of pathway. Depending on the species, the spacing may be increased to up to thirty (30) feet on center, as determined by the City. Tree spacing along the paseo should reflect the mature growth of the approved tree species. Pedestrian amenities such as benches, drinking fountains, directional signs, trash receptacles, etc. should be provided to encourage the use of these paseos. Ornamental lighting along the paseos will be provided in both bollard lights and overhead lighting at not more than 10 - 12 feet in height.

General Characteristics

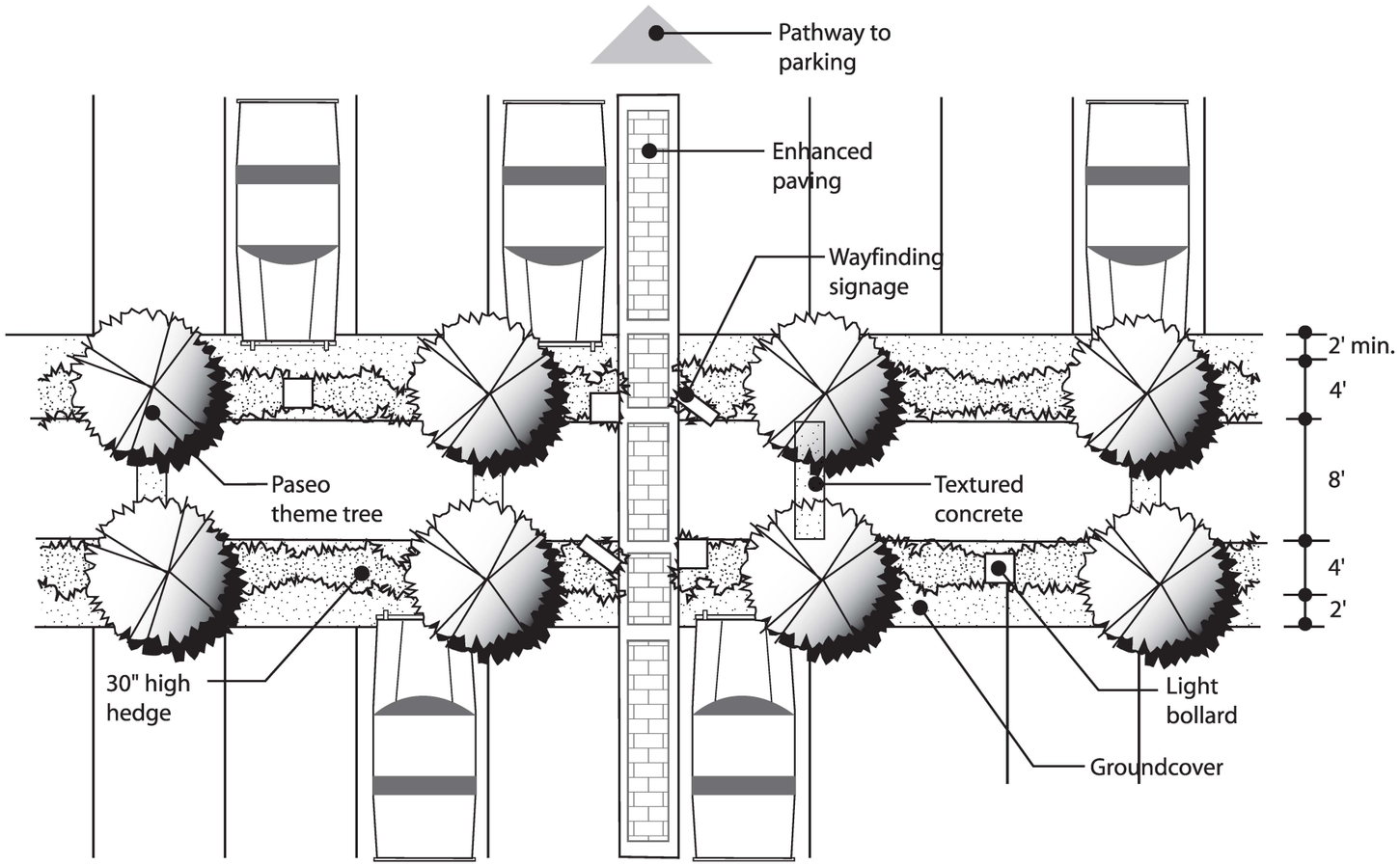
- Appropriate landscaping should be used to help provide shade along pedestrian paths
- Building entrances should connect and face onto the paseos
- All new and reconstructed pedestrian paths, walkways, sidewalks, etc. will meet current A.D.A. standards
- Connectivity is very important with all pedestrian paths
- Incorporate flowering vegetation that provides a variety of blooming patterns throughout the growing season.
- Enhanced paving will be used in some unique pattern to help identify the paseo
- Where the paseo interfaces with the buildings or other important elements, large pots with colorful trees, shrubs, groundcover, or annuals may be placed for visual interest. Pottery shall be placed so that it does not impede the pedestrian path of travel.

Parking Lot Paseos (Figure 18)

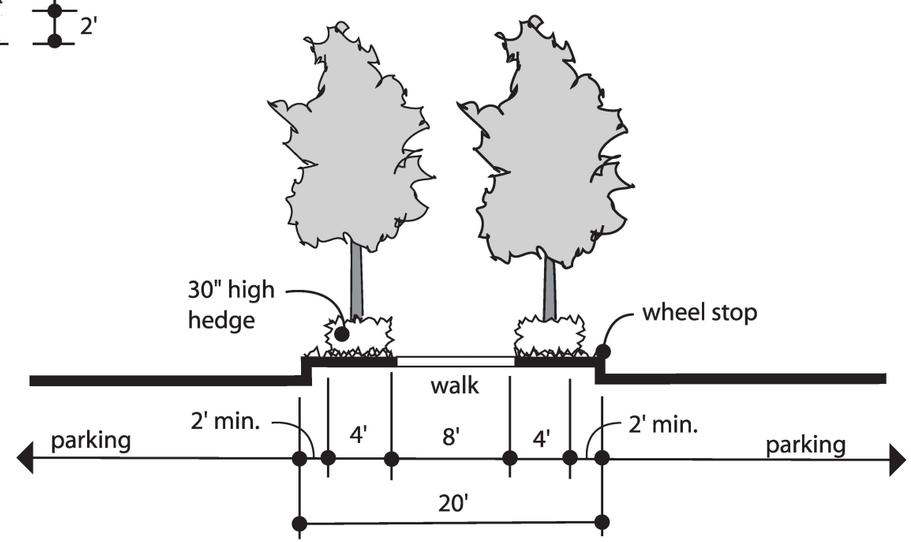
In areas where there are large expanses of automobile parking, parking lot paseos will be required to provide for ease of pedestrian movement and to soften the appearance of paved surfaces. The paseos should be a minimum width of 8'0", including a hedge (no less than 36" and no more than 42" in height) on each side of the paseo. The hedge (12-inches wide) will provide visual and physical separation from the parking area. Shade trees should be planted on either side of the paseo, at a minimum of twenty (20) feet on center for each lineal foot of pathway. Depending on the species, the spacing may be increased to up to thirty (30) feet on center, as determined by the City. Tree spacing along the paseo should reflect the mature growth of the approved tree species. Enhanced paving only needs to be used at crossings and at entry points into the parking lot. The parking lot paseo will parallel the parking aisles so that vehicular crossings can be reduced.

General Characteristics

- Appropriate landscaping should be used to help provide shade along pedestrian paths
- All new and reconstructed pedestrian paths, walkways, sidewalks, etc. will meet current A.D.A. standards
- Connectivity is very important with all pedestrian paths



PARKING LOT PASEO



Section P-2
PARKING LOT PASEO

date: Nov. 2002 fig. 18

Laguna Hills Urban Village

- Incorporate ornamental lighting along all paseos. Light standards along the pedestrian paseo routes should not exceed 10 -12 feet in height.

Main Street Sidewalk

The Main Street (as described on page 12 and shown on Figure 12) will function as a major pedestrian linkage within the Urban Village. It will connect the major uses along El Toro Road with those uses located at the southern end of the Laguna Hill Mall property. The characteristics of this street are to provide an environment where pedestrians are encouraged to stroll from one end of the street to the other experiencing the different uses along the way. Main Street will be the major north-south pedestrian path in the Urban Village that connects to everything else. This street will handle both automobiles and pedestrians, it will have a 20-foot wide pedestrian zone on each side of the street to accommodate a large amount of pedestrian activity.

Secondary Street Sidewalk (Figure 13)

Secondary Streets are those streets that will connect into Main Street. This type of street will be characterized by tight, continuous building setbacks on both sides of the street and with a very active sidewalk on both sides of the street. This will be accomplished with a 12' sidewalk and a 4' wide parkway strip with trees planted at 30'-0" on center. Parallel parking will also be incorporated on these streets to add an additional buffer for the pedestrian on the sidewalk. Enhanced paving should be included along the walkway at key locations such as the mid block crossings, intersections, and building entryways. Pedestrian amenities should be provided at key locations along these streets.

General Characteristics

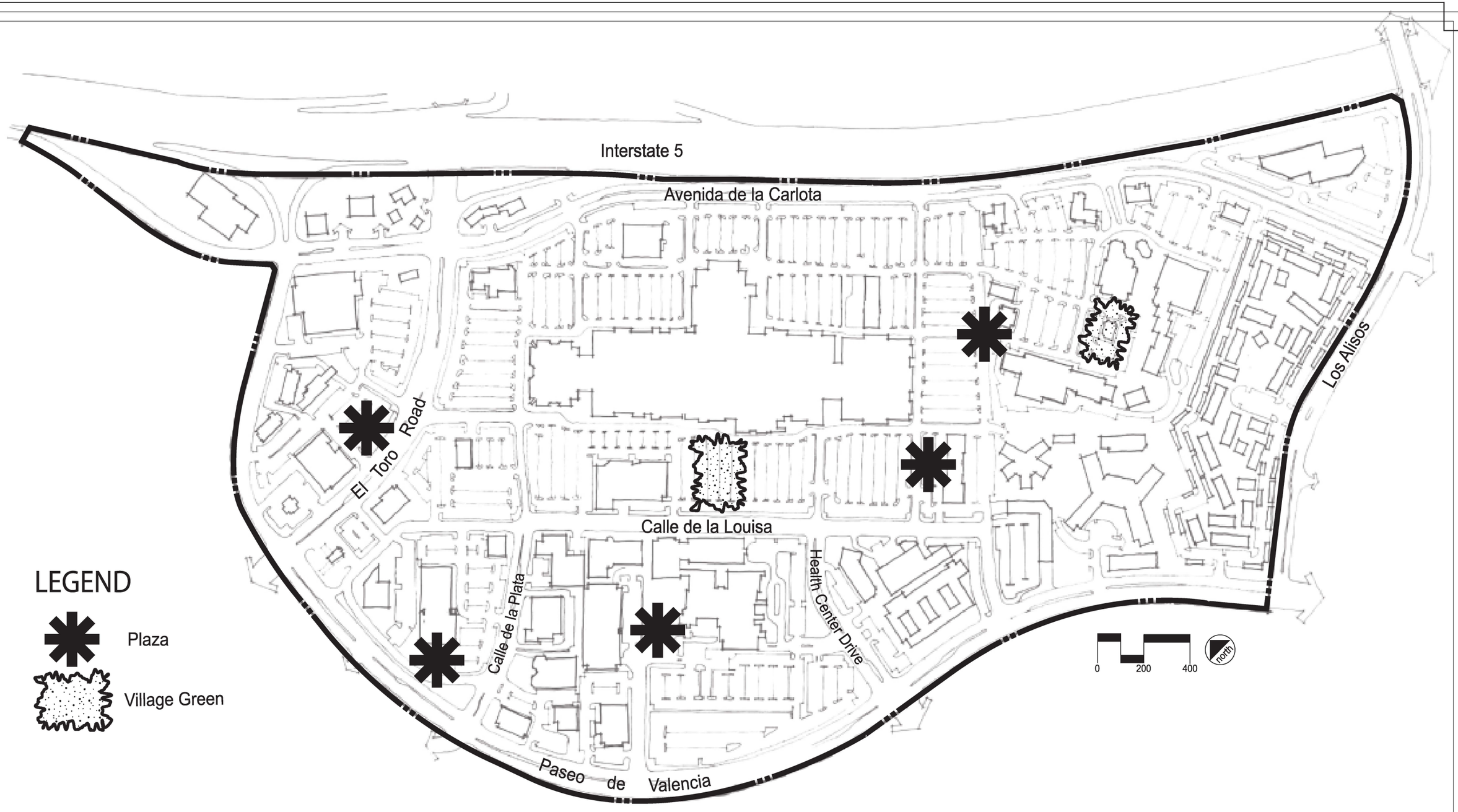
- Appropriate landscaping should be used to help provide shade along pedestrian paths
- All new and reconstructed pedestrian paths, walkways, sidewalks, etc. will meet current A.D.A. standards
- Connectivity is very important with all pedestrian paths
- Incorporate ornamental lighting along all sidewalks. Light standards along the sidewalks should not exceed 10 -12 feet in height.
- Sidewalks need to be a minimum of 12'-0" wide
- There should be very few separations between buildings to enhance the pedestrian walking experience.

PUBLIC OPEN SPACE

The goal of incorporating open space into the built environment is to provide the opportunity for the enjoyment of park-like open space surroundings for visitors, employees and residents of the Urban Village area. Open space elements will consist of two major Village Greens, and a series of plazas placed at strategic locations in the area. The incorporation of these spaces will make the Urban Village much more pedestrian friendly. Figure 19 depicts the Open Space Plan for the Urban Village. Figure 20 shows examples of different types of Village Green's and Plazas.

Village Green

The primary Village Green will be located between the Main Mall Entrance and



LEGEND

Plaza

Village Green

Laguna Hills Urban Village

Open Space Plan

date: Nov, 2002

fig. 19



Examples of Village Green







Scale of Plazas





Flexible Green Open Space
for Special Events

OPEN SPACE EXAMPLES

the Hospital along the proposed Main Street. This open space is envisioned as an intimately scaled outdoor area or "village green" that can be used for various public events such as civic ceremonies, farmers markets, festivals, live performances as well as daily outdoor seating and eating.

General Characteristics

- This space should be flexible enough to hold a variety of activities
- This space should include a special icon (fountain, artwork, etc.) that has local significance.
- The perimeter of this space should be fronted by various commercial activities such as outdoor eating and shops.
- This space should include enough flexible space for very small children to play in
- Sidewalks need to be a minimum of 6'-0" wide

A secondary Village Green is proposed in a central location within Oakbrook Village. This Village Green will contain the same "General Characteristics" as the primary Village Green, but at a smaller scale.

<u>Plazas</u>

Plazas will be located throughout the Urban Village in many different locations including the Civic Center area, the Hospital area, the Taj Mahal area, the transition between the Mall and Oakbrook Village and at either end of Main Street. A plaza should be located within short walking distance of any use within the Urban Village. A plaza is defined as a mostly hardscape, outdoor public space oriented toward the pedestrian, and in which cars are excluded. Its main function is to allow for a place for sitting, strolling, eating and interacting with other people. It is very important to create several of these plazas throughout the Urban Village so that the visitors, workers and residents within the Urban Village have a variety of places that they can use to relax.

General Characteristics

- Pedestrian plazas should be a minimum of 3% of the total floor area of the building to be constructed, replaced, or modified and should include the following items:
- Areas for users to sit and enjoy their surroundings.
- Plazas should provide a pleasant human scaled environment.
- Plaza areas should be located such that building users are not required to cross parking areas to gain access to them.
- Pedestrian amenities (i.e.: site furnishings, shading devices, landscape, water features, etc.) should be carefully integrated into a unified design.
- Plazas should incorporate some type of civic artwork.
- Plazas should accommodate visitors passing through the space, as well as those that choose to sit and use the plaza.
- A comfortable micro climate that encourages the use of the plaza through the use of shade trees and placement of landscape materials in a configuration so as to reduce wind.
- Plazas should incorporate a variety of seating options - such as benches, low walls, etc.
- A variety of planting material, including color, massing, and tex-

ture should be incorporated into Plazas

- Plazas should incorporate lawn area to provide some relief from the hardscape area.
- Plazas should provide for clear pedestrian circulation, including varying paving patterns to help delineate circulation flow through the plaza or open space.
- Building frontages should orient and help activate adjacent plazas and greens. The use on the first floor should complement the plaza so as to encourage its use - such uses might include restaurants (outside eating) retail (out side displays) etc.

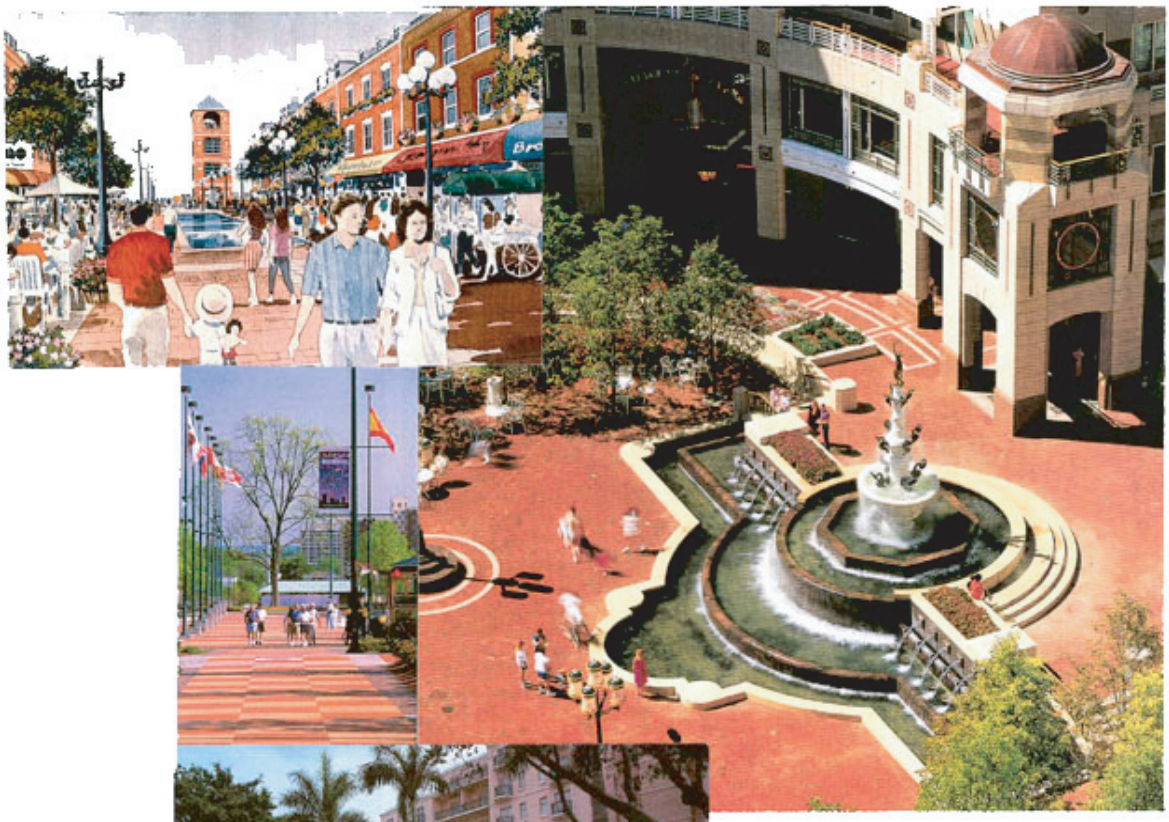
ENTRY FEATURE AND WAY-FINDING SIGNAGE

A well thought out collection of elements has been designed to be easily identifiable and to blend into the form of the Urban Village. See Figure 21 for the Entry Feature Plan. The homogeneous use of forms and materials will impart a consistent visual image within the entire Urban Village; a major goal of the master plan for the Urban Village. Although the scale may vary depending upon the specific location and land use type, individually they will be designed to portray an overall consistent Village image. Unifying elements may include the repetitive use of materials, stone, color, enhanced paving and street furniture.

All the various entry features will be comprised of a refined stone in very simple stepped back square forms that are more vertical than horizontal due to space constraints. The entry features will incorporate a slightly slanted base and a concrete ledge with an indented sign area to place the Urban Village logo. These Urban Village entry features are proposed for consistency to help visually tie them into other City of Laguna Hills entry features. On top of the mid-level concrete ledge a square column faced in the same stone will rise to about twelve feet with a concrete cap on it. Some of these square stone columns will have lights incorporated in them to help identify them as entry points. Another version of this square stone column will have the ability to hang a graphic from it. These same details will be used in smaller scale entry features giving all entry features one unifying look within the Urban Village.

<u>El Toro Road Entry Feature (Figure 22)</u>
Three to four large stone columns with lights will be placed within the median island. In between these stone columns will be theme trees spaced equally and a coloring ground cover will be used throughout at the base. See Figure 22 for details of the concept.

<u>Major Project Entry Feature (Figure 23)</u>
The Major Project Entry Feature will be placed at the Major Project entry street and El Toro Road. It will consist of a series of square stone columns placed in a circular form defining a small entry plaza. It is envisioned that these stone columns will be connected with some kind of steel members with the “Urban Village” signage on it. The ground plane of this entry feature will include enhanced paving in the same patterns that will be used along Main Street. Theme trees will also be placed around/next to these columns to help identify it as the major entry point. See figure 23 for details of the concept.



Examples of Plazas



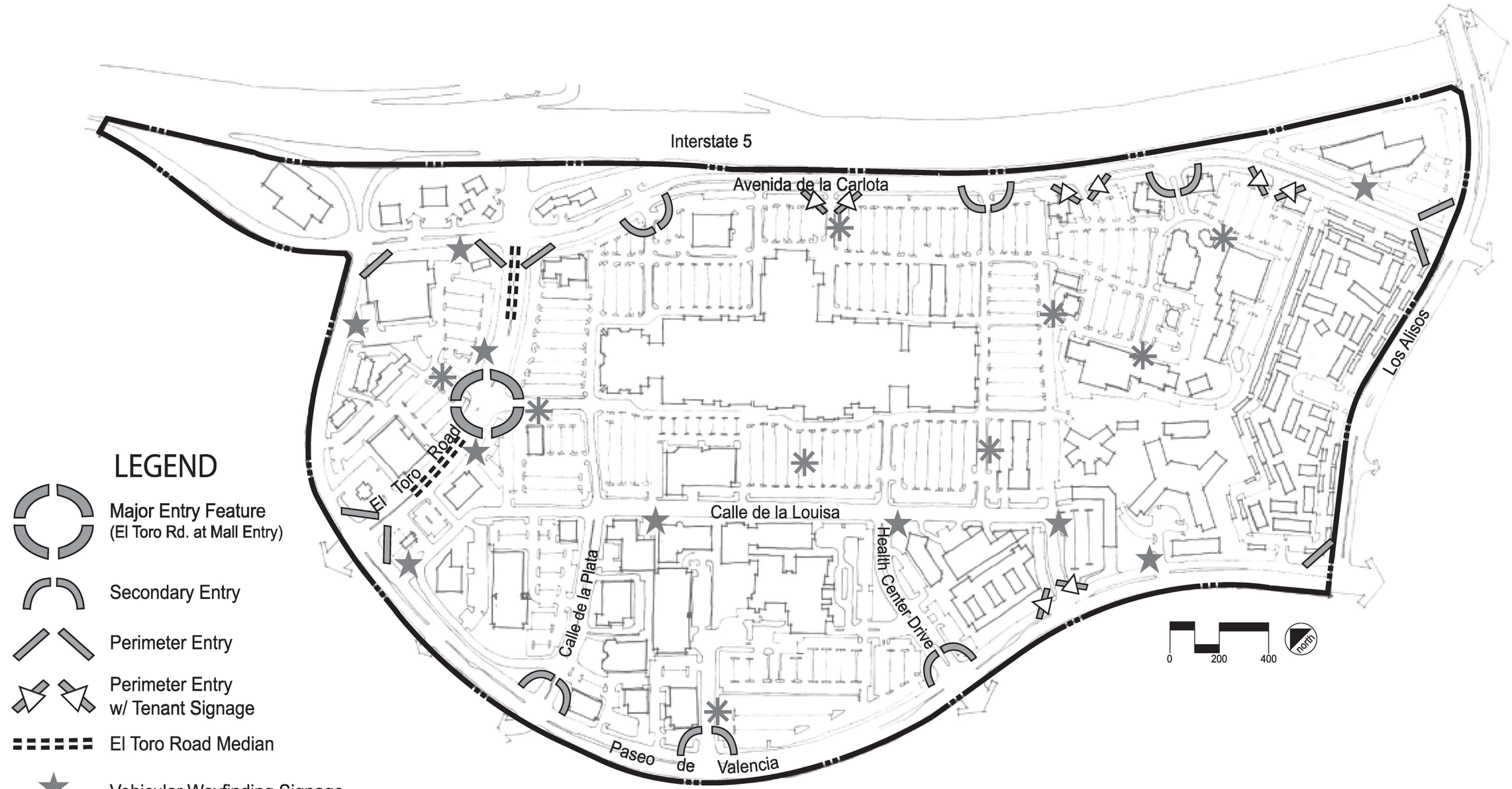


Various Amenities
Within Plazas





OPEN SPACE
EXAMPLES



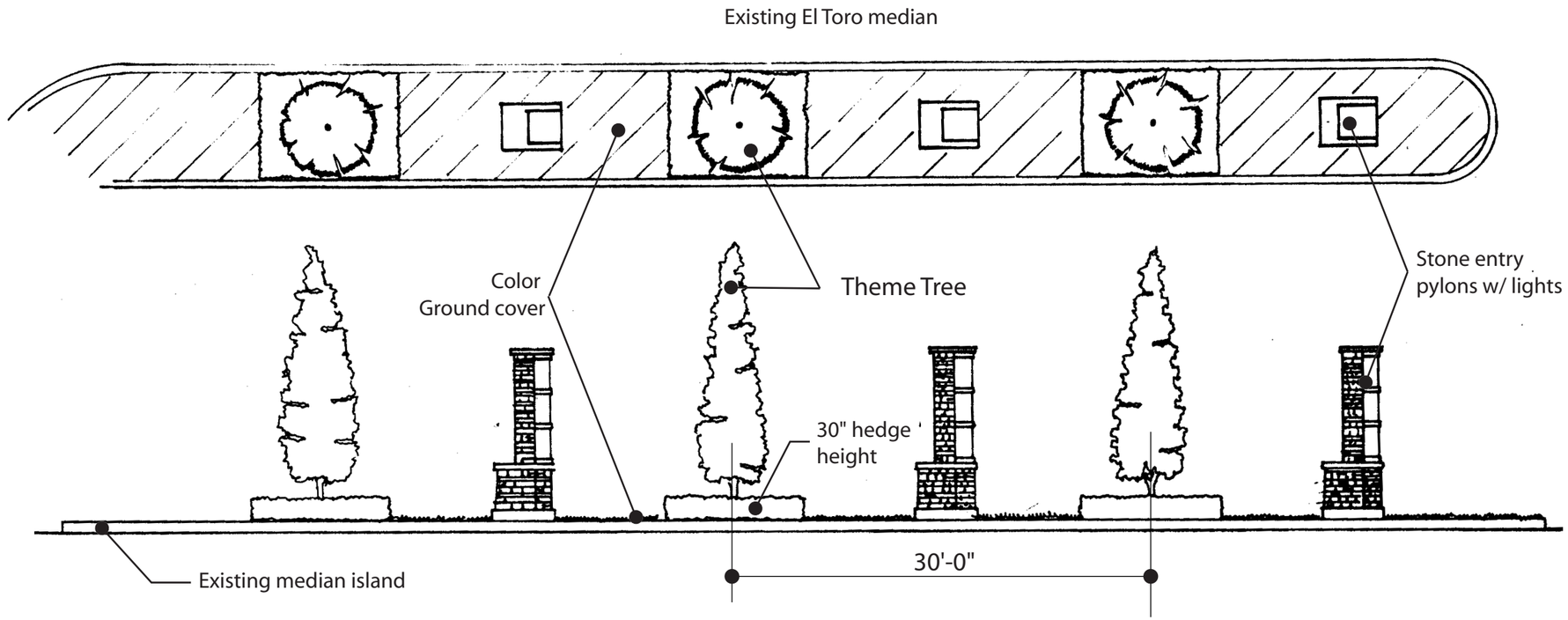
LEGEND

- Major Entry Feature (El Toro Rd. at Mall Entry)
- Secondary Entry
- Perimeter Entry
- Perimeter Entry w/ Tenant Signage
- El Toro Road Median
- Vehicular Wayfinding Signage
- Pedestrian Wayfinding Signage

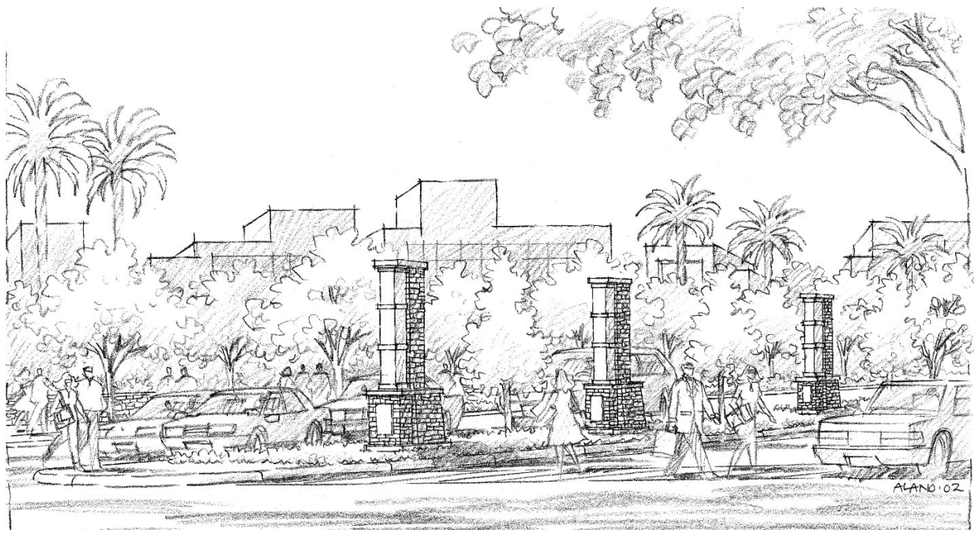
Entry Feature/ Wayfinding Plan

date: Nov. 2002 fig. 21

Laguna Hills Urban Village



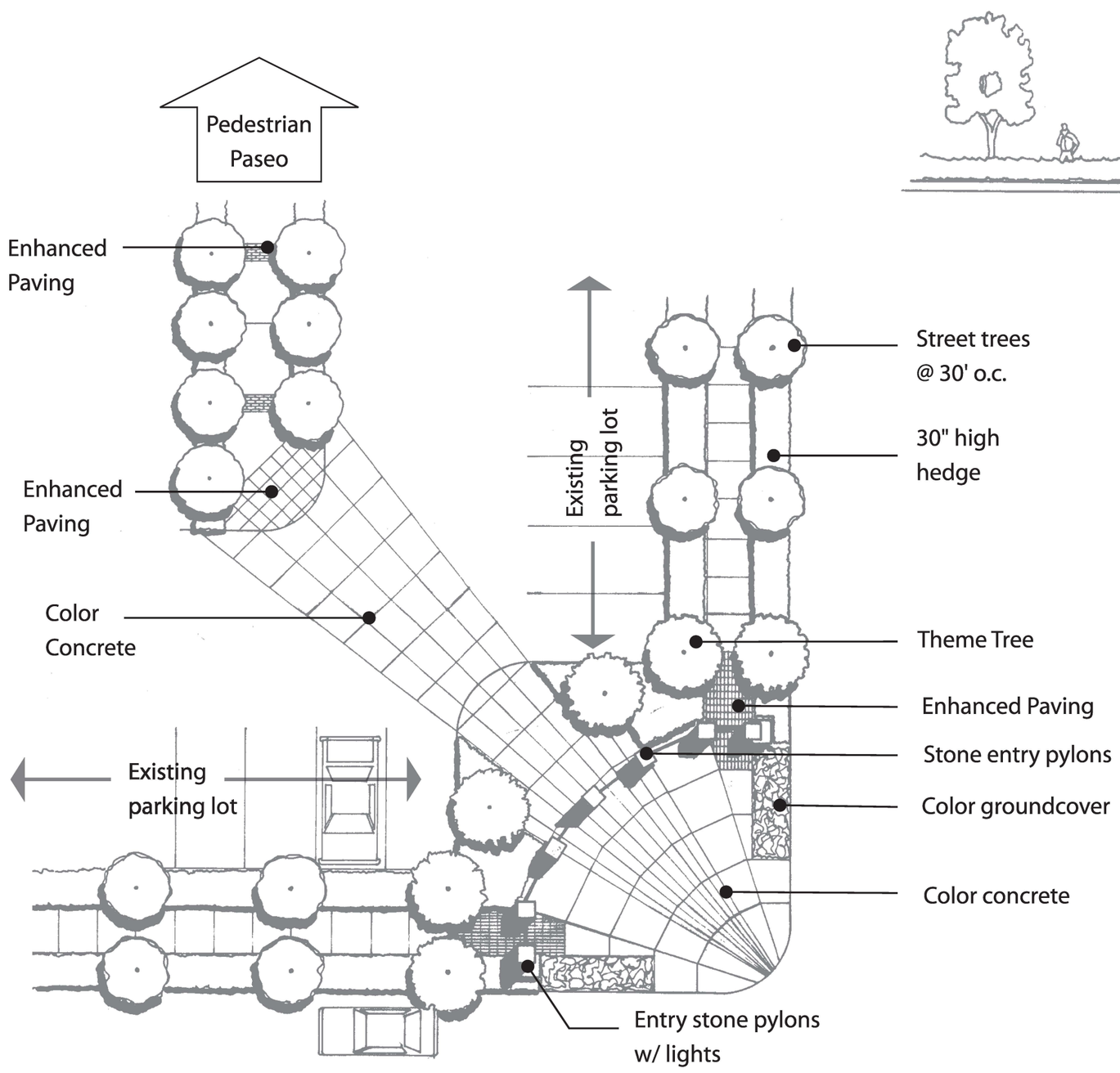
El Toro Road Median

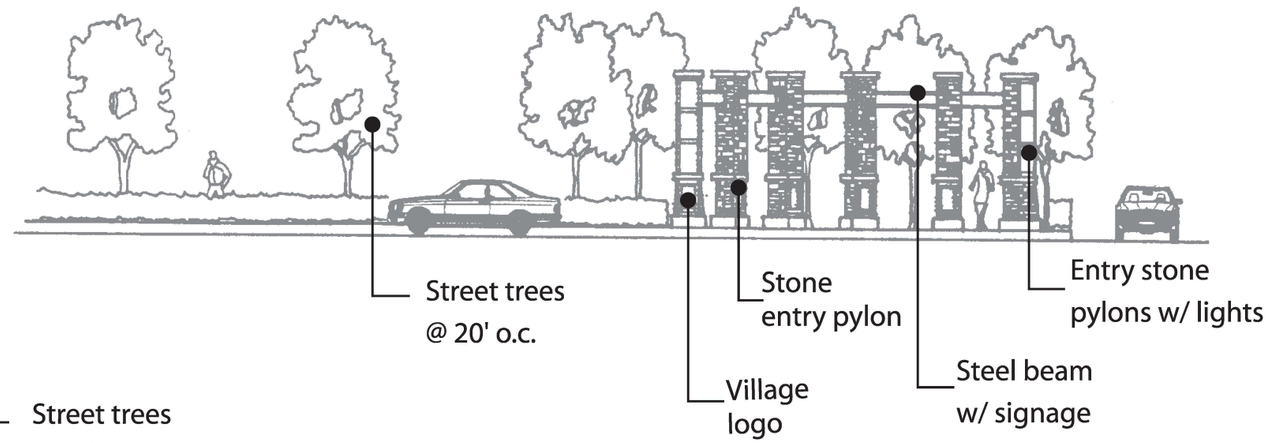


EL TORO ROAD
ENTRY FEATURE

date: Nov. 2002 fig. 22

Laguna Hills Urban Village

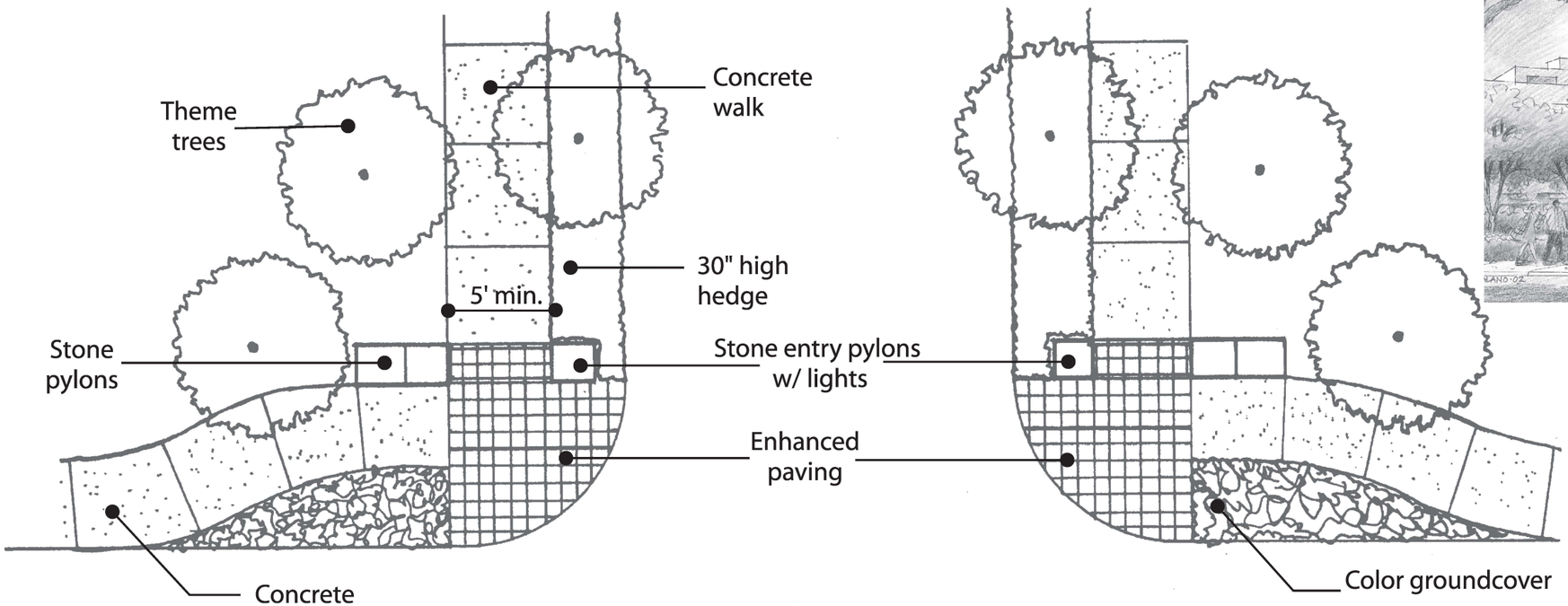


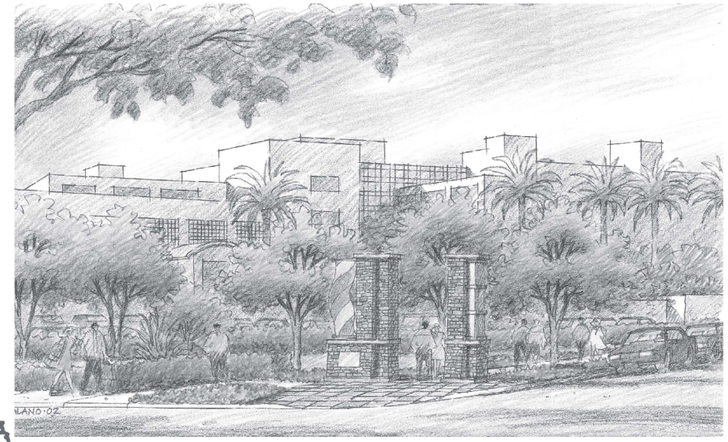


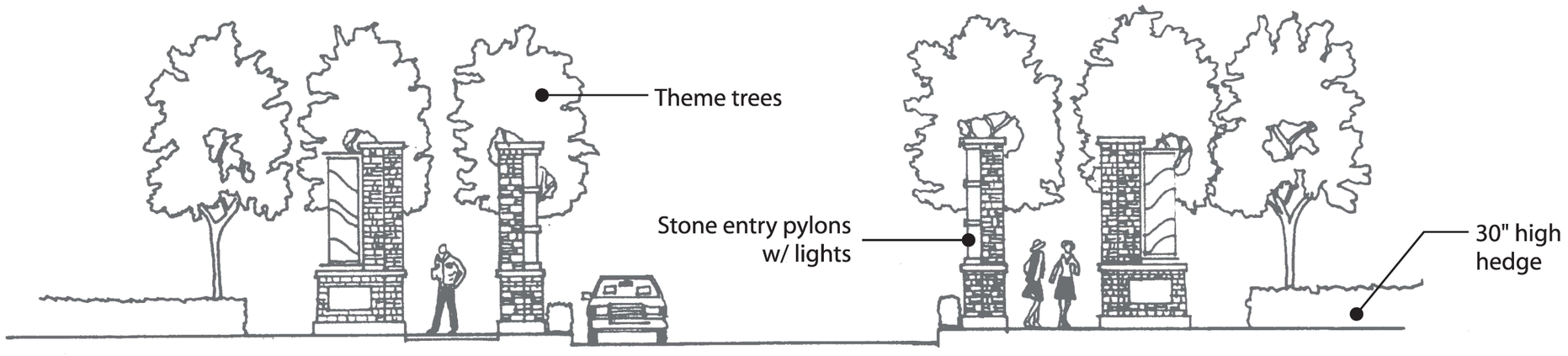
MAJOR PROJECT
ENTRY FEATURE

date: Nov. 2002 fig. 23

Laguna Hills Urban Village







SECONDARY ENTRY FEATURE

date: Nov. 2002 fig. 24

Laguna Hills Urban Village

Secondary Entry Feature (Figure 24)
The Secondary Entry Feature will be located at all streets and drives into the Urban Village (for example Health Center Drive and Paseo de Valencia) from the perimeter streets. This feature will consist of a total of four stone columns (two on either side of the road) they will create a symbolic village gate. Two stone columns will be placed next to each other with the sidewalk going in between them. The stone column closest to the road will have lights facing the street to help identify the Village Entry Way at night. The other stone column away from the street will have an elongated base with a signage panel incorporated within it to identify either the Urban Village or a specific use. This stone column will also have the ability to hold a graphic to advertise special events. The ground plane in front of this symbolic village gate will consist of enhanced paving to the street edge. The landscaping will consist of three theme trees placed in a quarter circle located behind the symbolic gate to provide a backdrop to the gate.

Perimeter Entry Feature (Figure 25)
The Perimeter Entry Feature will consist of a smaller version of the Secondary Entry feature. Only one feature will be placed on either side of the street where applicable or just one will be placed behind sidewalk at an edge condition. This Perimeter Entry Feature will look just like the other Entry Features but will consist of just the base and one vertical section of the stone column. It is not envisioned that it will have any special landscaping around other than a coloring groundcover at its base. See Figure 25 for details of the concept.

Way-Finding Signage (Figure 26)
A comprehensive system of directional signs will direct vehicular and pedestrian traffic to the many commercial, civic, and institutional amenities offered in the Urban Village. There is a need for additional signage within the Urban Village so that locations and distances are much easier to comprehend to the user. A variety of formats for the signage may be used but they should utilize a designated palette of materials, patterns, and forms to provide a unifying appearance. This may include refined stone bases or stone pilasters with ornamental logo plaques. See Figure 21 for the locations of the signs. Figure 26 identifies examples of different types of way-finding signs.

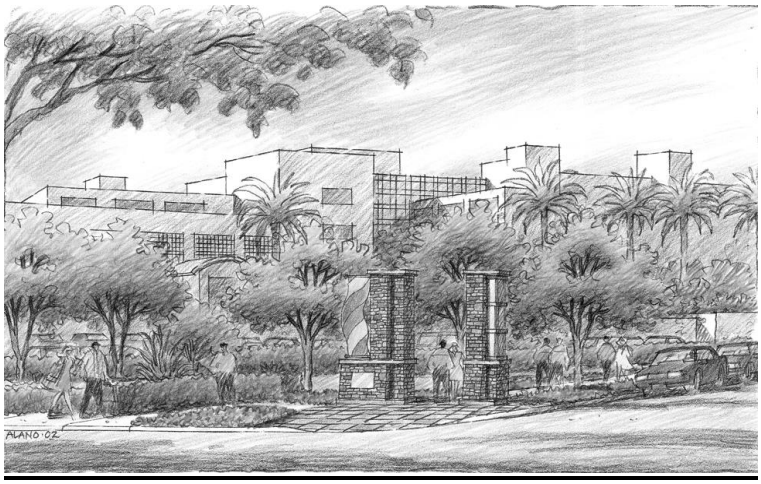
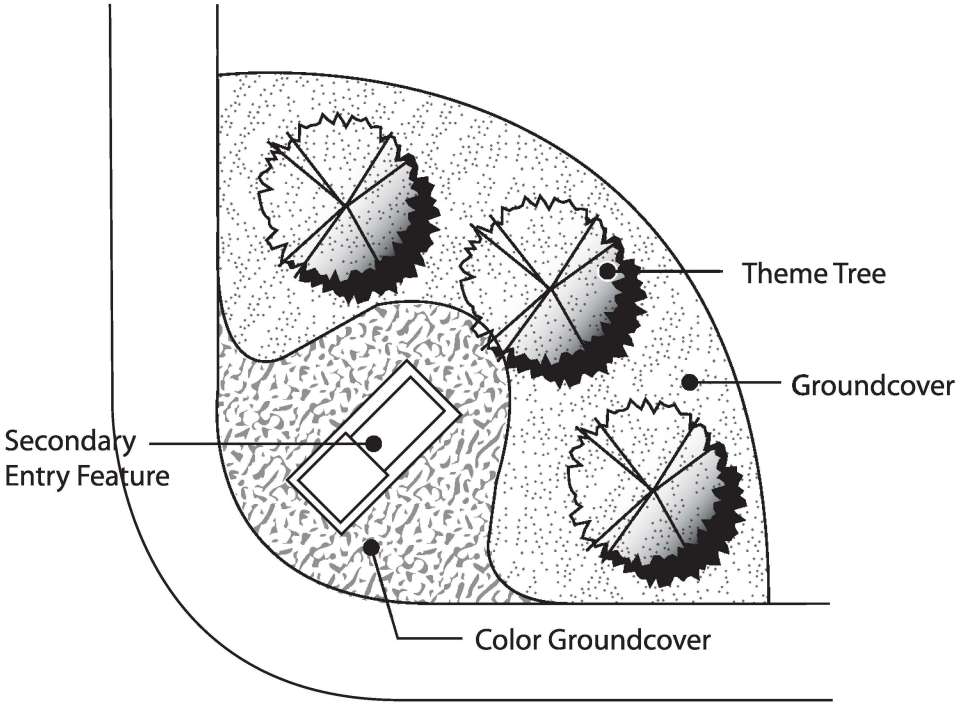


IMAGE OF SECONDARY ENTRY FEATURE



Minor Entry



PERIMETER
ENTRY FEATURE

Laguna Hills Urban Village

date: Nov. 2002 fig. 25

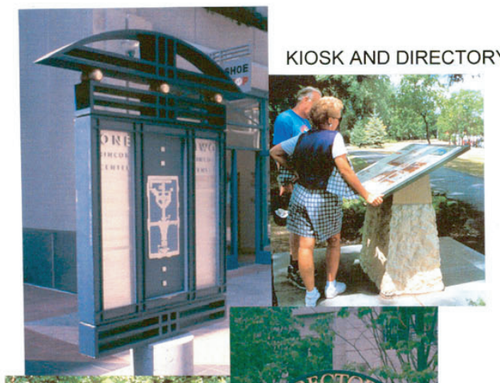


VEHICULAR WAYFINDING EXAMPLES

A VEHICULAR WAYFINDING SYSTEM NEEDS TO BE INCORPORATED THROUGHOUT THE URBAN VILLAGE



THE URBAN VILLAGE SHOULD HAVE ITS OWN UNIQUE GRAPHIC IDENTITY



KIOSK AND DIRECTORY EXAMPLES

PEDESTRIAN WAYFINDING EXAMPLES



A PEDESTRIAN WAYFINDING SYSTEM NEEDS TO BE CAREFULLY INTEGRATED IN THE URBAN VILLAGE



Laguna Hills Urban Village

Wayfinding Examples

date: Nov. 2002 fig. 26

IV. DESIGN GUIDELINES

MAIN STREET DEVELOPMENT

The general design intent is to create a set of guidelines that promote a traditional eclectic "Main Street" character. The buildings along Main Street should look like a series of individual buildings and elements that could stand on their own, but when all placed together create a rich environment, variety of textures and an overall sense of place. See Figure 27 for examples of the Main Street architectural character. The buildings along Main Street should avoid appearing like one big monotonous project. Listed below are objectives that should be closely followed:

- Simple yet varied massing that creates a "Main Street" character.
- Allow for the intersections to have special architectural features.
- Utilize setbacks from the street corners at main access points to incorporate architectural features that create an inviting entry statement.
- Buildings should address (face) the Main Street in a manner that supports and encourages pedestrian interaction.
- Humanly scaled details and amenities should be incorporated at the pedestrian level to enhance the pedestrian experience.
- Allow for architectural diversity while maintaining traditional forms.
- No one architectural style is desired
- All corners, entries, and special locations need to be articulated.
- Storefronts should provide an individual look for each tenancy, while blending with the overall design intent of Main Street.
- Storefront designs should convey the image of a unique urban street facade.
- All walls, windows, and doors should be detailed along the pedestrian levels. High quality materials will be placed at the base (24" high min.). Storefront glazing and exterior plaster may not terminate at the ground plane.
- A strong architectural element or "terminus" should be added at the end of a long colonnade or storefront area. This element should also act as visual landmark.
- The "mansard" roof condition should not be readily apparent from the street level or from other sides of the structure, but could be used to create an effective illusion of a full-pitched roof beyond.
- Adjacent buildings along Main Street that have varying heights should be sensitively designed to allow for a compatible transition in massing and avoid awkward changes in scale along the Main Street.
- Loading areas shall not be permitted to face onto Main Street.
- Solar orientation should play a strong role in determining the built form along Main Street. South and west facing facades should incorporate architectural elements such as trellises and arcades to





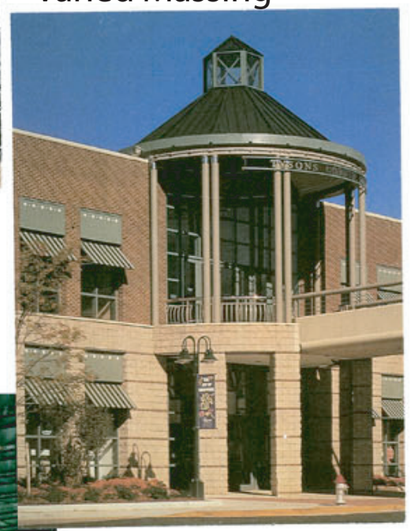
Varied Elevations







Varied Massing



Varied Colors









Main Street Architectural Examples

date: Nov. 2002

fig. 27

Laguna Hills Urban Village

help control the sun and provide shaded walkways. These elements should be carefully designed into the building so as not to appear tacked-on.

- Punched type windows are preferred and should be inset from the face of the building to create deep shadow lines.

COMMERCIAL DEVELOPMENT

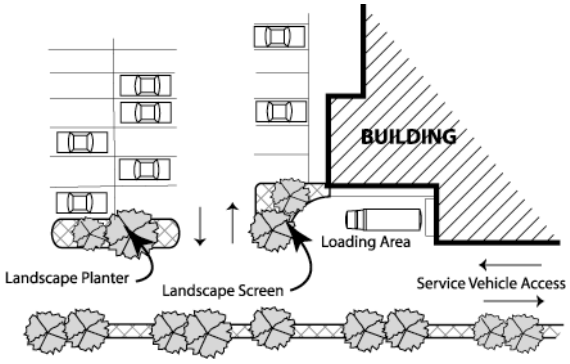
Existing buildings, streets and landscaping establish the frame of reference for new developments within the Urban Village. While the historic pattern of development in the area relate only to the individual parcels, the goal of the specific plan is to provide guidelines and incentives for new developments to be located and designed to create a well integrated and uniform character to the Village. New commercial developments not located along the Main Street shall incorporate the design features outlined in Section III Land Use Plan with respect to edge conditions, building setbacks, project orientation, landscape elements, public open space and pedestrian pathways. In addition, the architectural design should be compatible with and complement existing developments on the same site or adjacent parcels. See Figure 27 for examples of the desired commercial architectural features. Listed below are objectives that should be closely followed for new commercial developments:

- Structures should reflect a human scale with design details that create a warmth and inviting appearance with functional elements such as courtyards, plazas, gateways, colonnades, and portals. These elements help to define and organize space into smaller elements.



CHARACTER IMAGE OF COMMERCIAL SURROUNDING VILLAGE GREEN

- A variety of massing and building heights and various types of fenestration to create a pedestrian character.
- Roof lines with varied levels and special shapes at key locations to enhance the character of a commercial project and minimize the massiveness of large buildings.
- Vertical elements should be included on certain elevations where needed to define key points or minimize wall mass.
- Color variations should be used to articulate various building forms and, where appropriate, textures on wall surfaces.
- Pedestrian scaled building details, such as windows, doors and entry features will also enhance the human scale for the project.
- Architectural interest should be created by reducing scale and visually articulating exterior building walls by creating shadow lines and patterns.
- Building entries should be readily visible and special architectural features should emphasize the entry.
- A strong architectural element, or terminus, should be added at the end of a long colonnade or storefront area to define the end and create a visual landmark.
- Loading areas shall be adequately screened from view by pedestrians and motorists and shall not face the primary business entrance.



- All mechanical equipment, either roof- or ground-mounted shall be fully screened from view from surrounding streets. When projects are located adjacent to multi-story structures, roof-mounted equipment shall be integrated into the architectural design of the projects and screened from view from surrounding structures.
- Mansard roofs will only be permitted when they are architecturally integrated into the over-all design of the project and create an effective illusion of a full-pitched roof.
- Design treatment on the side and rear of buildings should represent a continuation of the basic design character of the front of the building.
- The preferred color palette should be composed of warm earth tones, tan, beige and warm terra cotta in hue. Strong vibrant colors should be used only as accents and in limited locations
- Buildings greater than three stories should provide a clear delineation of ground floor, the middle zone and the roof/ cornice line.



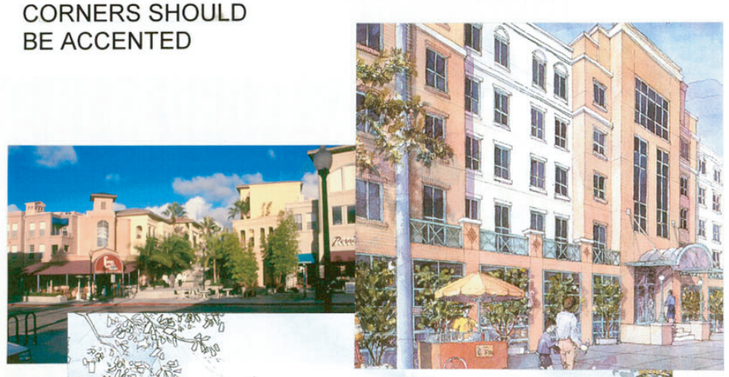
ELEVATIONS SHOULD BE HIGHLY ARTICULATED







CORNERS SHOULD BE ACCENTED







THE MASSING OF THE BUILDINGS SHOULD BE BROKEN UP TO CREATE VISUAL RELIEF



RESIDENTIAL UNITS SHOULD BE BUILT OVER RETAIL







Laguna Hills Urban Village

Residential Architectural Character

date: Nov. 2002 fig. 28

RESIDENTIAL DEVELOPMENT

While most of the new development within the Urban Village will be commercial or office in nature, there will be some opportunities for mixed use projects or limited residential uses. It is anticipated that these new residential units might replace existing residential structures or be developed on underutilized sites. See Figure 28 for examples of the anticipated character of residential projects within the Urban Village. Whether the project is a stand-alone residential development or part of a mixed-use development, the residential aspects should be designed to address the objectives listed below. In addition, the residential projects shall incorporate the design features outlined in Section III. "Land Use Plan" with respect to edge conditions, building setbacks, project orientation, landscape elements, public open space and pedestrian pathways. The architectural design should be compatible with and complement existing developments on the same site or adjacent parcels. Listed below are objectives that should be closely followed for new residential developments:

- Buildings should be articulated with variations or interruptions of the surface or planes through the use of staggered vertical planes, multiple rooflines, insets such as windows or doorways, balconies, projections or other similar devices.
- All sides of the building should be articulated with the same level of detail as the front of the building.
- The use of balconies, porches, and patios is encouraged for aesthetic value and for useable private open space. Such features should not be repeatedly duplicated along an elevation since this tends to reduce it aesthetic benefit.
- Roofs should incorporate pitches, ridges, rakes, ridgelines and materials that are common to the area. In addition, roof decks and roof gardens can add interest and character to a project.
- Exterior stairways should complement the architecture and be integrated into the overall design of the project. The use of open metal or prefabricated stairways is prohibited.
- Residential structures should incorporate overhangs and insets of fenestration that is consistent with its architectural style.
- On-site parking shall be hidden from view from the street.
- Entryways should provide direct access to the street, either individually or for the entire building. Entryways should be architecturally enhanced to compliment the structure.
- Building massing should respect the surrounding structures and step down at the corners.

MODIFICATIONS TO EXISTING STRUCTURES

While new developments can more easily incorporate some of the design elements encouraged by this Urban Village Specific Plan, existing structures can be expanded and remodeled to meet the goals and guidelines of the plan through the use of certain design elements. Additions to existing structures should not only blend with the primary structure, but also provide a connection to the Urban Village through the scale, placement and character of the building. Modifications to existing

developments shall incorporate the design features outlined in Section III. "Land Use Plan" with respect to edge conditions, building setbacks, project orientation, landscape elements, public open space and pedestrian pathways. Listed below are objectives that should be closely followed for remodel projects:

- Additions should reflect a human scale with design details that create an inviting appearance with functional elements. Where the existing structure is not pedestrian in scale, the addition should strive to minimize the massiveness of the structure.
- Where an addition only affects one or two building elevations, the character of all other building elevations should be considered and modified to match the new elevations with a continuation of the basic design character of the addition.
- The design of the roof over an addition should compliment the existing character of the structure and seamlessly bend into the architectural design of the project.
- Where the goal of a remodel project is to create a new building design, then the entire structure shall be remodeled, including all elevations, window and door treatments, roofing form and materials and exterior wall treatments.
- When an existing structure has a parapet or mansard-type of roof that does not adequately screen the roof-mounted equipment, then the roof should be modified as part of the remodel project to provide for proper screening of the equipment.
- Mansard roofs on remodel projects will only be permitted when they are architecturally integrated into the over-all design of the project and create an effective illusion of a full-pitched roof.

STREET FURNITURE

The street furniture will help to create the special character of the Urban Village and give it that sense of place. Street furniture will reflect the Urban Village's theme and architectural character. Figure 29 illustrates the character and style of the street furniture. Street furniture such as benches, trash receptacles, bollards, mailboxes, street lights, and street identification signage will be placed according to function throughout the Urban Village. The use of repetitive materials and textures for street furniture will create the continuity and consistency that is desired throughout the Urban Village.

General Characteristics

- All street furniture should comply with the American with Disabilities Act of 1990.
- Classic in style and design.
- Benches shall have arms and backs on them.
- A powder-coated black finish will be applied to all fixtures and furniture.
- Bollards will be placed at entrances to bicycle/pedestrian pathways/paseos and where controlled emergency or maintenance access is required or desired. A bottom locking mechanism will be provided for

STREET LIGHT FIXTURES



BOLLARDS



(Street Lights at King's Fish House)

(Street Lights at New City Hall)



TREE GRATES





BENCHES





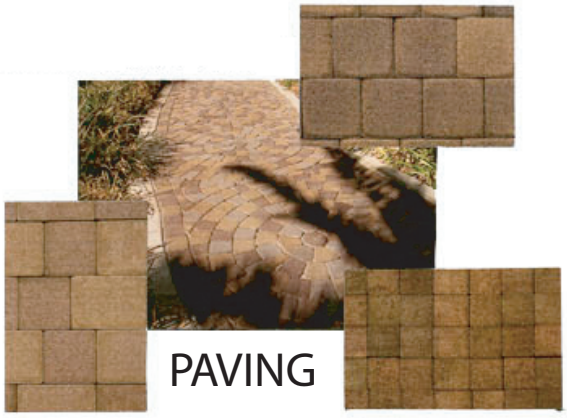
WATER FOUNTAINS

TRASH RECEPTACLES



POTS





PAVING

STREET FURNITURE & LIGHTING EXAMPLES



IMAGE OF PASEO WITH STREET FURNITURE ADJACENT TO COMMERCIAL

easy removal by authorized persons.

- Litter receptacles will be a strap panel without a lid
- Bike racks will be adjacent to parking lots or near bicycle/pedestrian pathways
- Light standards along the pathways, drives and internal streets shall be uniform in color and style
- Other amenities within the Urban Village may include, but are not limited to, tree grates, kiosks, newspaper racks, drinking fountains, and utility covers. These amenities should be of the same character and color as the rest of the street furniture for consistency.

LIGHTING

The intent of the lighting program in the Urban Village is to enhance and enrich the character of the entire Village and provide safety and comfort for pedestrians while allowing ease of night time orientation and way finding. Human scale should influence the height and style of standards and fixtures. Figure 29 provides a representation of the type of lighting fixtures anticipated within the Urban Village. Illumination should be subtle, but creative, and should be encouraged to be expressed in different formats (up lighting, building accent lighting, etc.). Lighting along Main Street and pedestrian paseos/plazas should be planned with a higher level of illumination and detail. This approach is meant to strengthen the focus of activity in the pedestrian areas.

The lighting concept for new development projects, revised and modified projects in the Urban Village should be in accordance with the City of Laguna Hills requirements.

SIGNAGE

All signage and environmental graphics should be conceived as an integral part of the character of the Urban Village. Figure 30 provides a representation of the individual character of signage proposed for the Main Street area within the Urban Village. These guidelines are intended to encourage excellence in signage, as a communication tool and as an art form, to attract customers, make a statement about the quality of the business and to contribute positively to the overall quality of the Urban Village. Businesses are encouraged to use signage in a manner that will clearly express the spirit of their unique enterprises while at the same time enriching the visual life of the Urban Village for all of the visitors.

Individual retail signage should be encouraged to be more specific to its use rather than just ordinary flat signage. Signs can create interest to the pedestrian environment and establish each use with individual character. Signage can add uniqueness to the Urban Village. Neon lighting should be encouraged when integrated into the architectural design of the business and oriented to the pedestrian character of the surrounding area. Some sign types and locations may not be appropriate for the use of neon, as determined by the City.

The location, style and detail of the sign should be compatible with and reflect the spirit and quality of the City's objectives for the Urban Village; utilizing text, graphics and design features which promote the image of a pedestrian-friendly commercial district.

Signage communicates more than just the name of a business. It communicates the degree to which the businesses in the area are alive and prosperous and if the business cares about their customers. A well-maintained sign, with bright colors and lighting that is functional says to a potential customer "We are here, we care and we want your business." Likewise, a dull and worn sign says, "We are tired and may not be around much longer and your business is not really very important to us."

Types and Designs – signs should be located on the building area specifically intended for signage or where such signage will appear to be integral to the building design.

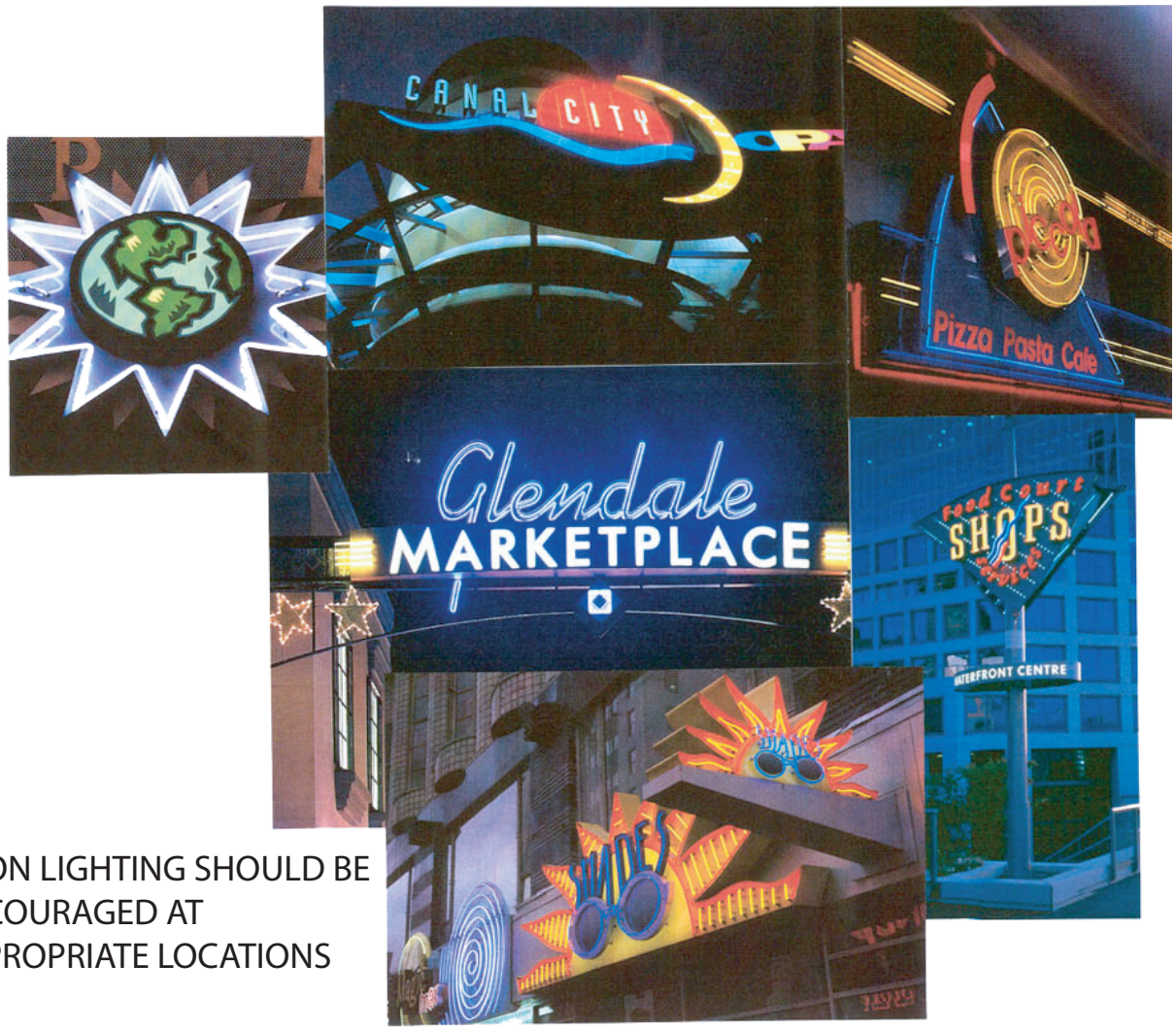
- Wall signs should not block or cover any significant architectural features or details of the building design.
- Projecting signs and marquees may be directly attached to the building face or suspended from decorative brackets that compliment the building design.
- The sign face and structural supports should be designed as a compatible unit and should attach to the building in a manner that will not damage or interfere with the building character.
- Figurative signs that advertise the occupant business through the use of graphic or crafted symbols, such as shoes, keys, glasses, books, etc. are encouraged.
- Awning and canopy signs can enhance a business when integrated into the size, scale and design of the structure. Internal or "back-lit" canopies and awnings are prohibited.
- Murals can add to the overall character of an area, provided they are designed as an integral part of the building character and do not interfere with the visual quality of the



SIGNAGE SHOULD BE USED TO EXPRESS THE UNIQUENESS OF EACH BUSINESS AND ENRICH THE VISUAL QUAILITY OF THE URBAN VILLAGE.



SIGN CHARACTER EXAMPLES



NEON LIGHTING SHOULD BE ENCOURAGED AT APPROPRIATE LOCATIONS



INDIVIDUAL RETAIL SIGNAGE SHOULD BE ENCOURAGED

SIGN CHARACTER EXAMPLES



Refer to El Toro Road, fig. 32, for enlargement plan

LEGEND

- Theme Tree
- Main Street “Theme Tree”
- Median Tree
- Accent Tree
- Village Street Tree
- Boundary Tree
- Paseo Tree
- Parkway Tree

LANDSCAPE/ STREET TREE PLAN

date: Nov. 2002 fig. 31

Laguna Hills Urban Village





Parkway Tree
Bauhinia variegata
Purple Orchind Tree
(minimum size: 48” Box)







Theme/Median Tree
Phoenix dactylifera
Date Palm
(minimum size: 25’ BTH)



Main Street Tree
Koelreuteria bipinnata
Chinese Flame Tree
(minimum size: 48” Box)

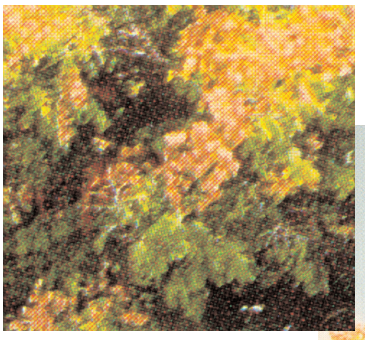
Theme trees and Median trees along El Toro Road are distinct and vertical in character. At the Major Project Entry, these unique trees identify and punctuate the major point of entry. Complimentary understory Parkway Trees are flowering and provide color along El Toro Road. Main Street trees provide ample shade and a visual link for the pedestrian zone.

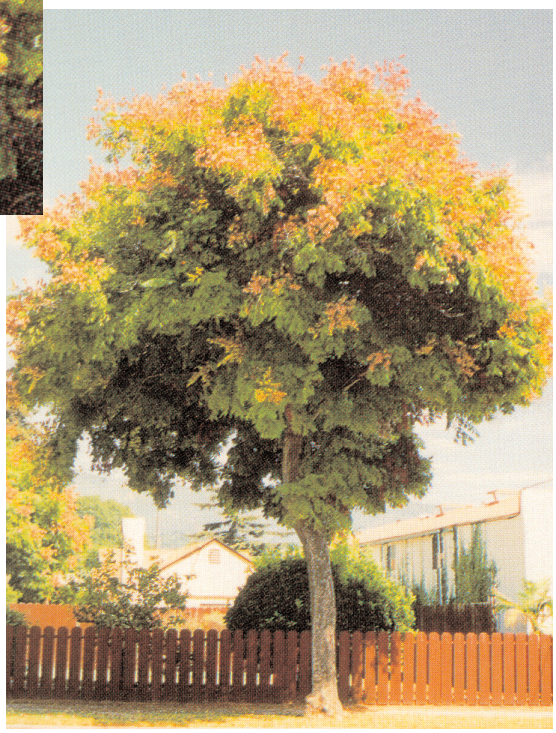
EL TORO ROAD

date: Nov. 2002

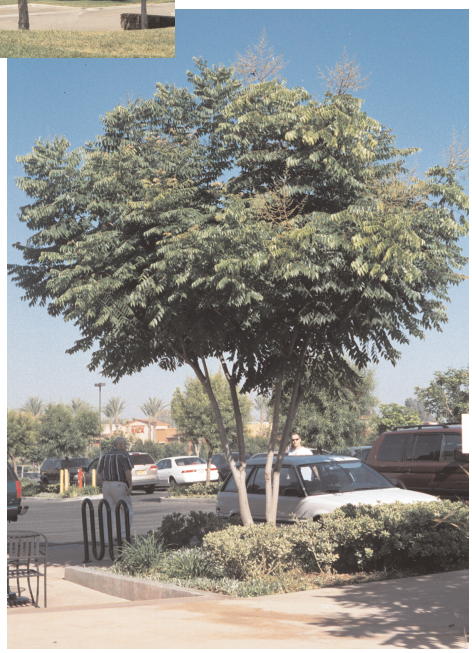
fig. 32

Laguna Hills Urban Village









Koelreuteria bipinnata
Chinese Flame Tree
(minimum size: 36” Box)

'Theme Trees' along Main Street are deciduous and provide a visual link and ample shade throughout the growing seasons for the pedestrian zone.

MAIN
STREET
THEME TREE







Tabebuia impetiginosa
Pink Trumpet Tree
(minimum size: 48” Box)

The Accent Tree is nearly evergreen with showy flowers adding an identifiable punctuation of the Village entry ways.

ACCENT TREE

streetscape. Murals are subject to the review and approval of the Planning Agency.

Lighting – should be considered an integral part of the sign design and may be either internal or external with the following considerations:

- Where light fixtures are visible, they should be compatible in character with both the sign and the building design.
- Outside lighting must be directional and should be positioned such that no glare or hazard is created for onlookers.

Materials – should be evaluated in context with the architectural quality of the building and may include a wide variety, including:

- Wood that is carved, sandblasted, etched and properly sealed, primed and painted or stained.
- Metal that is formed, etched, cast, engraved and properly primed and painted or factory coated to protect against the elements.
- High-density pre-formed foam or similar material that is properly designed in a manner consistent with these guidelines and painted or otherwise finished to compliment the building's architecture.
- Custom neon tubing, in the form of graphics or lettering, may be incorporated into several of the permitted sign types, provided it compliments the architectural integrity of the building.
- Unique materials and designs that are not specifically identified here, which are compatible with the objectives of this Specific Plan, subject to the review and approval of the Planning Director.

LANDSCAPING

Landscaping is an essential design element that will help create the vibrant character of the Urban Village. Figure 31 shows the primary Landscape/Street Tree Plan for the area. The consistent use of landscaping throughout the Urban Village will give a unifying look to the project and enhance the area's unique character. A limited plant palette should be selected from the City's approved plant palette list for the various elements (street trees, perimeter landscaping, entry features, etc.) Throughout the Urban Village the plant palette can then be used in varying forms and repetitive patterns to give a distinctive visual image to the area.

- El Toro Road should have its own median specimen tree (vertical in nature), parkway tree, and ground cover to give this key entrance into the Village a very distinctive appearance. See Figure 32.
- Trees used along Main Street should be deciduous in nature to provide ample amount of shade for the pedestrian zone. Evergreen trees should be placed in key locations to maintain some color and mass during the winter season. See Figure 33.
- At the Major Project Entry and in conjunction with the stone columns defining the entry feature, theme trees will be installed that are unique to this location to help identify this intersection as a major point of entry. All of the other entry features should have the same plant material and accent trees throughout the Urban Village so that all the entryways are easily identifiable providing a common theme. See Figure 34.



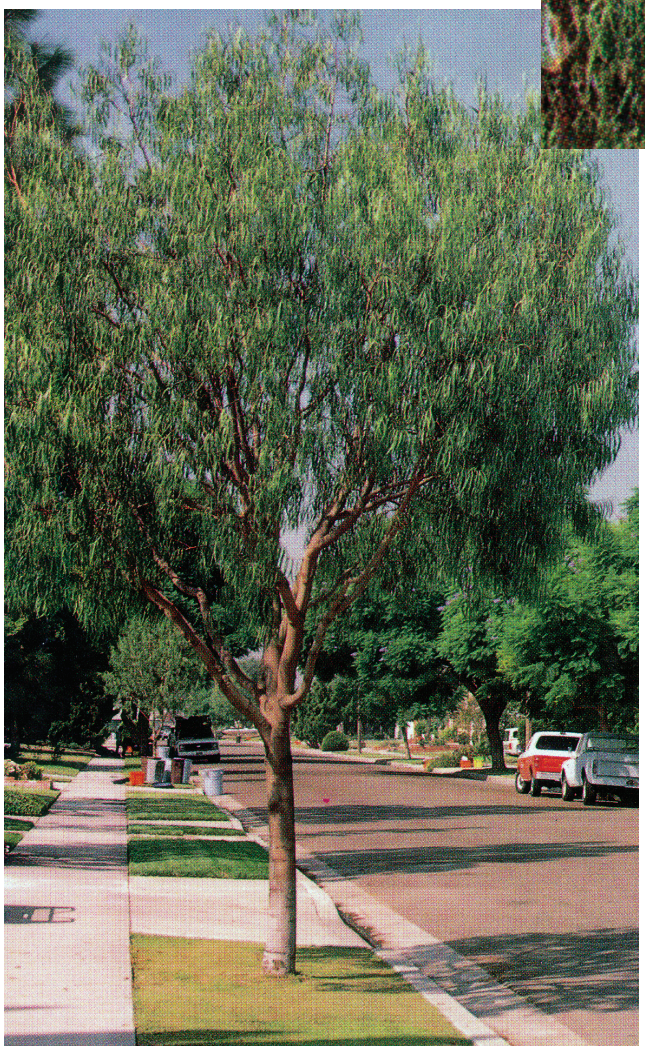




Melaleuca linarifolia
Flaxleaf Paperbark
(minimum size: 36” Box)

The Village Street Tree has
an evergreen character
with bold forms
to help differentiate from
the character of Main Street.





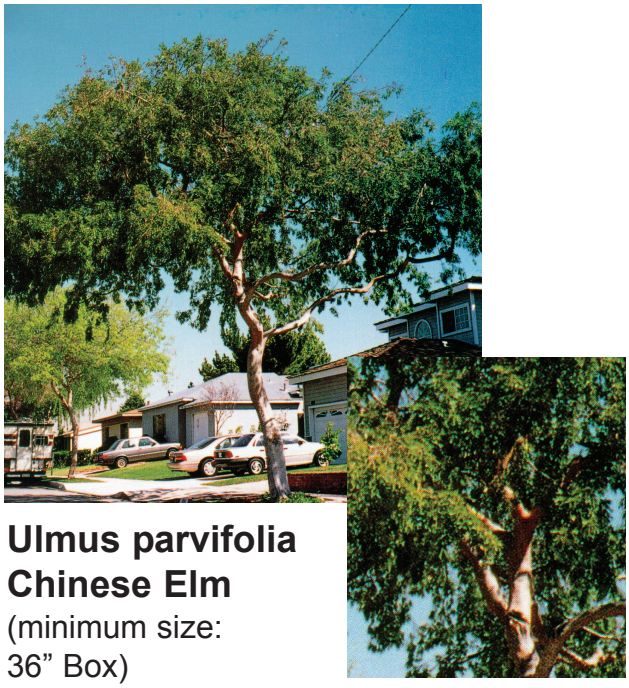
Geijera parvifolia
Australian Willow

(minimum size: 36” Box)

The Boundary Tree will define the boundary and add a consistent evergreen look to the perimeter landscaping. Species maintain color and mass around the Urban Village.

BOUNDARY TREE

- The various streets within the interior of the Village should have their own style of tree and landscaping to help differentiate them from each other. See Figure 35.
- Perimeter landscaping should have one consistent look completely around the Urban Village. Evergreen plant material should be used to maintain color and mass in this zone year round. The 6 foot parkway along Avenida de la Carlota will include a street tree planted at regular intervals and using suggested examples shown in this section. Ground cover will utilize drought tolerant species that are evergreen and complement landscaping used in the development landscape setback. A water saving irrigation system should be employed to save water and reduce run-off. See Figure 36.
- The paseos should have a distinct type of tree or a mixture of evergreen and deciduous trees that will help to define the primary pedestrian corridor. The use of some evergreen trees will provide pockets of shade for the pedestrian and those seated on the benches along the pathway. See Figure 37.
- All parking lots should incorporate evergreen trees to provide shade and visual relief throughout the year. See Figure 38.
- All landscaping throughout the Urban Village shall incorporate a three-layered system consisting of:
    1. Grasses and groundcover
    2. Shrubs and vines and
    3. Trees
- Landscaped areas throughout the Village should be used to frame the buildings, define primary entrances and soften the visual effects of large building mass.
- Landscaping around the entire base of the building is encouraged. This landscaping should be accented and enhanced to provide a focus at the building entry.
- Landscaping design and implementation should emphasize the use of drought tolerant landscaping wherever possible.



Ulmus parvifolia
Chinese Elm
(minimum size:
36” Box)



Syagrus romanzoffianum
Queen Palm
(minimum size: 18’ BTH)



Hymenosporum flavum
Sweetshade
(minimum size: 36” Box)



Lagerstroemia indica
Crape Myrtle
(minimum size: 36” Box)

The Paseo Trees provide pockets of shade and are distinct in character and form. Pedestrian corridors are defined by a mixture of evergreen and deciduous species.



Sophora japonica
Japanese Pagoda Tree
(minimum size: 24” Box)



Brachychiton populneus
Bottle Tree
(minimum size: 24” Box)



Cupaniopsis anacardiopsis
Carrotwood Tree
(minimum size: 24” Box)



Pyrus kawakamii
Evergreen Pear
(minimum size: 24” Box)

The Parking Lot tree is evergreen providing filtered shade and visual relief throughout the year.

PARKING LOT
TREE

V. LAND USE & DEVELOPMENT STANDARDS

The regulations and standards contained in this section shall apply to all properties located within the Urban Village area. They are intended to serve as a tool for encouraging the establishment of a mix of uses permitted by the General Plan and Development Code by providing standards and guidelines for creating an integrated village atmosphere while insuring functionality. The Urban Village Specific Plan is consistent with the existing provisions of the Laguna Hills General Plan and Development Code. In cases where this Specific Plan contains differing standards from the development code, the Specific Plan standard shall prevail over the Development Code. In cases where standards are not addressed by this Specific Plan, the development code requirements and standards shall prevail.

PERMITTED LAND USES

Table 1 identifies the permitted uses, and accessory uses within the Urban Village district. Uses in the table are permitted subject to the permit criteria referenced. The Conceptual Land Use Plan identified in Figure 6 provides a visual representation of the desired location of various potential uses for evaluation by the City during review of development proposals. The Plan identifies a Main Street area as the pedestrian-oriented commercial district for the central core of the village. Although the Plan proposes a variety of other uses surrounding this core area, there is some flexibility regarding the specific locations. Any use not included on Table 1 shall be considered prohibited.

Where the symbol "P" appears in the status column adjacent to the land use category the use is permitted by right. When the symbol "C" appears, then the use may be permitted subject to the review and approval of a conditional use permit. Uses identified with an "A" are considered accessory to a primary use, when it is customarily incidental to the primary use. Some of the uses identified in the table are considered temporary in nature, noted by the symbol "T" and subject to the review and approval of a temporary use permit. Where there are special development standards or regulations, the Laguna Hills Development Code section is identified.

All new construction projects require the approval of a Site Development Permit. Site Development Permits are required in the absence of any other specified permit or approval and may be required in addition to other approvals. Site Development Permits shall be processed in accordance with the provisions of Chapter 9-92 of the Laguna Hills Development Code.

Mix of Uses

Developments which seek to incorporate a mix of uses shall also be approved through a precise plan of development. A precise plan, unlike a specific plan, is limited to a single property or limited group of contiguous properties rather than a geographic area, and incorporates the standards for

design and zoning within the adopted development code rather than creating specific standards. It is more precise than a site plan in that it regulates the exact mix of uses within the project. Such a process allows the community to assess potential impacts from the project and to provide a balance of uses and purposes that promote community image, reduce undesirable environmental consequences and improve the fiscal abilities of the city to meet locally expressed needs. Requirements for precise plans are contained in Chapter 9-92 of the Laguna Hills Development Code.

A precise plan, upon approval, shall be binding upon all owners and tenants for which the plan is developed and shall be binding upon all heirs, successors, and assignees. An agreement shall be required and recorded to evidence the precise plan.

Design of mixed use projects shall require that each project consider and incorporate (as the City deems appropriate) the following special considerations:

- Transit support facilities;
- Transportation demand control measures;
- Public plazas, landscape areas, water features;
- Pedestrian facilities.

Specifications and standards adopted by the city for the above items shall be considered in the design and development of the mixed use area.

The following standards are intended to ensure the compatibility of uses in a mixed use project as addressed through a precise plan.

Security. The residential units shall be designed to ensure the security of residents through the provision of secured entrances and exits that are separate from the non-residential uses and are directly accessible to parking areas. Non-residential and residential uses shall not have common entrance hallways or common balconies. These separations shall be shown on the development plan and the separations shall be permanently maintained.

Restriction on Activities. Non-residential uses shall be designed and operated, and hours of operation limited, where appropriate, so that neighboring residents are not exposed to offensive noise, especially from traffic, trash collection, routine deliveries or late night activity. No use that is immediately adjacent to a residential use shall produce loading or unloading of materials, products, and or supplies at the site between the hours of 8 pm and 7 am.

Noise Standards. Residential portions of the project shall be designed to limit the interior noise caused by the commercial and parking portions of the project to a maximum of forty-five (45) db CNEL on an annual basis in any habitable room with windows closed. Proper design may include, but shall not be limited to, building orientation, double or extra-strength windows, wall and ceiling insulation, and orientation and insulation of vents. Where it is necessary that windows be closed in order to achieve the required level, means shall be provided for

ventilation/cooling to provide a habitable environment.

Vibrations and Odors. No use, activity or process shall produce vibrations or noxious odors that are perceptible without instruments at the property lines of the site or within the interior of residential units on the site, consistent with Section 9-74.050.K of of the Laguna Hills Development Code.

Lighting. Outdoor lighting associated with commercial uses shall not adversely impact residential uses, but shall provide sufficient illumination for access and security purposes. Such lighting shall not blink, flash, oscillate, or be of unusually high intensity or brightness, consistent with Section s 9-40.170 and 9-44.060.I of the Laguna Hills Development Code.

Objective Design Standards. Development entitlements approved before adoption of the City of Laguna Hills Objective Design Standards, including those approved under a Development Agreement and any qualifying modifications approved pursuant to that Development Agreement, shall not be subject to the Objective Design Standards. For purposes of this section, qualifying modifications shall be governed by and processed in accordance with the applicable Development Agreement and UVSP. Such previously approved entitlements and qualifying modifications shall remain subject to the design requirements and development standards established in the UVSP, and conditions of approval in effect at the time of their approval, unless otherwise expressly provided through a subsequent discretionary approval or amendment to the Development Agreement.

TABLE 1
LAND USE MATRIX

USE	PERMITTED	REFERENCE
Adult Businesses	SUP	See Chapter 9-54
Animals/Pets	A	See Chapter 9-56
Arcade, Game	C	
Bar, Tavern, Cocktail Lounge	C	
Boarding House	P	
Carnival/Fair/Circus	T	See Chapter 9-62
Christmas Tree/Pumpkin Sale	T	See Chapter 9-62
Church/temple	C	
Commercial Recreation	P	
Communication Facility	◊	See Chapter 9-58
Community Care Facility	◊	See Chapter 9-64
Community Center	C	
Conference/Convention Facility	C	
Construction Office	T	See Chapter 9-62
Convenience Store	C	
Day Care Center	◊	See Chapter 9-64
Department Store	P	
Drainage Facility	A	See Chapter 9-70
Drive-thru	C	
Dwelling, Multiple-family	P	
Dwelling, Single-Family Attached	P	
Dwelling, Single-Family Detached	P	
Farmers Market	C	
Finance Institution	P	
Fire/Police Station	C	
Fortune Telling	P	
Game Court	A	See Chapter 9-70
Gas Station	C	See Development Standards below
Government Facility	C	
Health Club	C	

USE	PERMITTED	REFERENCE
Heliport	A/C	
Hospital	C	
Hotel/Motel	C	
Library, public	P	
Massage Establishment	P ◊	See Chapter 4-28
Motion Picture Theatre	P	
Museum	P	
Nightclub	C	
Office/Business/Medical/ Headquarters/Professional	P	
Outdoor Event	T	See Chapter 9-62
Outdoor Sales	T	See Chapter 9-62
Outdoor Vending Cart/Kiosk	A/C	
Park, public/private	P	
Performing Arts Center	C	
Public/Private Transportation Uses	P	
Recreation Facility, private	C	
Recycling Event/Facility	P	See Chapter 9-82
Restaurant	P	
Restaurant, Fast Food/no drive-thru	P	
Retail/Service Business	P	
School, commercial	C	
School, private	C	
School, public	C	
Senior Center	C	
Single-Room Occupancy Housing Facility	C	See Chapter 9-72
Swim Club	C	
Tennis Club	C	
Vehicle Leasing/Rental	P	
Veterinary Clinic	C	

Note:

A = Accessory Use
SUP = Special Use Permit
C = Conditional Use Permit (CUP)
T = Temporary Use Permit (TUP)
P = Permitted
◊ = Special requirements

INTENSITY OF DEVELOPMENT

The allowed development intensity in the Urban Village is regulated based upon trip generation limits to insure that the City's Mobility Element Level of Service (LOS) Standard "D" is not exceeded at any of the intersections within the area, except for specially designated intersections (i.e., Congestion Management Program intersections) where LOS E is acceptable. The Laguna Hills General Plan and Development Code contain provisions requiring that individual development projects prepare traffic analysis reports to determine trip generation that would occur as the result of the development. This insures that the maximum build out trip levels evaluated in the General Plan Program EIR are not exceeded as a result of the new development projects. At the time that the General Plan was updated in July 2009, the Urban Village area could accommodate 1,243 additional AM peak hour trips, and 2,272 PM peak hour trips.

Trip Budget Allocation for Future Development Projects

New development anticipated to occur within the Urban Village is based upon the City's knowledge of potential projects anticipated in the area, as summarized below:

- Retail: 300,000 square feet
- Hotel: 250 rooms
- Residential: 200 dwelling units
- Medical Office (no general office): 138,000 square feet
- General Office (no medical office): 380,000 square feet

It should be noted that the Specific Plan includes provisions for flexibility in development options, so that there could be more retail uses and less office uses established, or vice-versa, as long as the trip budgets are not exceeded. The trip budget debiting process is based upon the addition or subtraction of “vehicle trips”, not land use type or size of the project (even though land use type and size are used as parameters for calculating the trip generation potential of a particular project).

Method to Determine Intensity

Prior to expansion of an existing use, construction of a new development, or intensification of existing facilities, persons proposing such projects shall provide an analysis of traffic impacts. The analysis shall be in the form of a comprehensive traffic study, which addresses the following:

- Existing available AM and PM peak hour trips
- AM and PM peak hour trip generation from the project
- Post project available AM and PM peak hour trips
- Critical intersection and link analysis

- Assessment of the impacts of the project upon critical intersections and links.
- Statement of transportation demand strategies and mitigation measures to be implemented to reduce impacts to acceptable levels.
- Analysis of methods to finance and implement mitigation measures.

Applicants shall be permitted to develop to the maximum intensity of their plans only upon verification that trip generation impacts created are within the acceptable levels identified by the General Plan. Further, the proposed plan shall be consistent with the requirements outlined in the Specific Plan.

Small Projects that generate 50 or less peak hour trips shall only be required to verify that there are adequate AM and PM peak hour trips remaining to accommodate their projects, and will not be required to prepare a comprehensive traffic study.

DEVELOPMENT STANDARDS

The standards in Table 2 shall apply to developments within the Urban Village area regardless of type of use. Within the Main Street area identified in Figure 6 and along the street edges, the building setbacks, height limits, lot coverage and other standards of development may be more restrictive than the requirements listed below. These criteria are necessary to create an environment inviting to pedestrians with variations in building massing and scale. These additional development standards for new projects are outlined within the section titled Streetscape Edge Conditions beginning on page 10 of the Land Use Plan.

Gas Stations shall be required to use the reverse-design site layout for new construction to ensure compatibility with surrounding uses and to soften the visual impact. This method places the pump islands at the rear of the site with the office/ store at the front to screen the pump islands.

TABLE 2
DEVELOPMENT STANDARDS

Item	Standard
Minimum lot size	10,000 sq. ft.
Minimum lot width	100 ft.
Minimum lot depth	100 ft.
Maximum lot coverage	70%
Density	See discussion above on intensity of development. For residential projects: a density of 30 DUs/AC (gross) to 50 DUs/AC (gross) is allowed
Maximum building height	75 ft.
Minimum setback—front: parking lot parking structure building	 10 ft.* 20 ft.* 20 ft.*
Minimum setback—side (interior)	10 ft. abutting residential* 0 ft. commercial abutting non-residential*
Minimum setback—street side	10 ft. *
Minimum setback—rear	20 ft. abutting residential* 10 ft. abutting non-residential*
Minimum open space and amenities	10% **
Minimum landscape coverage	15%

Minimum building separation: Main→Main Main→Accessory Accessory→Accessory	 10 ft.; Single-Family Detached uses at former Laguna Hills Mall site- 6 ft 2.5 ft. 2.5 ft.
Parking	See Chapter 9-44
Signage	See Chapter 9-42

*** Modifications. The setbacks may be modified in connection with a site development permit or a precise plan of development in order to promote increased pedestrian activity, provide for unified street frontage, ensure privacy and light for residential uses, provide for public spaces, and promote compatibility with existing development and the goals of the Urban Village Specific Plan.**

**** For residential projects only. Amenities shall include open space and land-scape/hardscape features, such as pools, spas, play courts, etc. The open space and amenities requirement is in addition to the minimum landscape coverage requirement.**

PUBLIC ART

It is the desire of the City of Laguna Hills to enhance the cultural and aesthetic environment of the City and to encourage creativity, education and the appreciation of the arts and our cultural heritage. The provision of art in public places is one means to achieve these goals. Public Art includes, but is not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources. The Public Art must be located in places that are open and easily accessible to the public, which may be on private or public properties.

All new developments with a total construction cost of $250,000 or more shall provide public art and/or contribute to a Public Art In-Lieu Fund as part of their project. The minimum value for the public art component and/or in-lieu fee shall be one-half percent (0.5 %) of the total construction costs of the project. Formula: 0.005 x Total Construction Cost = Value of the Public Art Component and/or In-Lieu Fee. The art shall be prominently placed within the development project and oriented toward the pedestrian experience of the site or may be located within an adjoining public plaza or Town Green. At the discretion of the City, a project may be required to contribute to the Public Art Fund in lieu of providing the art. New development includes the construction of new projects and the remodeling of existing facilities in excess of fifty (50) percent of the value of the structure. Total construction costs is determined by the valuation as determined by the Community Development Department and indicated on the building application submitted in order to obtain permits for the project.

Allowable expenses from the art allocation include: the artist fee for design and fabrication, mountings and bases for installation of the artwork and lighting that is integral to the artwork. Landscaping surrounding the art, delivery expenses and installation costs may not be included in the art allocation. The artist selected must have experience in design concepts, fabrication installation and long-term durability of large-scale outdoor artworks, and be approved by the City prior to selection. Artwork must be constructed of durable, long-lasting materials that can withstand outdoor display and require low maintenance. Recommended materials include bronze, stainless steel, high-grade aluminum or hard stone. Artworks incorporating water features must be designed so that the artwork can stand on its own should the water cease to function properly.

The public art component of the project shall be reviewed and approved by the City in conjunction with the review and approval of the Site Development Permit for the Development Project. Since the value of the art is based upon the total construction costs, the actual review of the proposed art may be a separate review by the Planning Agency. However, the review and approval shall be completed before the issuance of any building permits for the project.

The applicant shall be responsible for the submittal of plans and specifications of the art and the proposed location for the City's approval. The Planning Agency shall review the design, location and value of the proposed art for conformance with the requirements and

goals of the Public Art Program. The applicant may propose to locate the Public Art on the project site or at an appropriate off-site location in the vicinity of the project. The artwork should not be sited near monument signs, walls, benches, or utility boxes, since these structures may block viewing the art and diminish the aesthetic value of the artwork. The Public Art shall be created and installed prior to the issuance of the Occupancy Permits for the project.

At the discretion of the Community Development Director, based upon the size, scale, location and construction costs of the project, the applicant may be required to contribute to the Public Art In-Lieu Fund rather than install a piece of art. The City may commission and acquire artwork using the Public Art In-Lieu Funds. City artwork shall meet the same design and location criteria as private artwork.

TEMPORARY USES/ACTIVITIES

Unless modified by this section, the provisions of chapter 9-62 of the LHMC relating to Temporary Uses, shall apply to properties in the Urban Village. The Town Green and plazas will provide opportunities for a variety of temporary uses, some that are associated with the adjoining businesses and others that create activity to encourage pedestrian uses. Other locations within the Urban Village may also be appropriate for temporary uses. Temporary uses could include: civic ceremonies, farmers markets, festivals, live performances, fairs and seasonal activities. Each temporary use shall be limited in size, location and scale to ensure that surrounding parcels are not impacted by the use. Conditions may be placed on the use by the City to reduce any potential impacts.

OUTDOOR VENDORS/CARTS/KIOSK

Throughout the Urban Village, to create an atmosphere that encourages pedestrian traffic and invites people to walk between uses, outdoor vendors are permitted as an accessory use, subject to the approval of a Conditional Use Permit. While the vendors' cart or kiosk may appear to be temporary in nature, they shall be designed to complement the architectural style of the other buildings on the site and integrated into the site design to provide for easy pedestrian access. Moving vendor carts are prohibited. The size and location of vendor carts shall be limited to ensure that the business is oriented to the pedestrian and not the surrounding streets and to provide for adequate pedestrian circulation around the use. When outdoor vendor uses are located within the Town Greens or plazas, the primary function of those spaces for strolling, sitting, walking, eating and interaction with others shall not be compromised.

LIGHTING

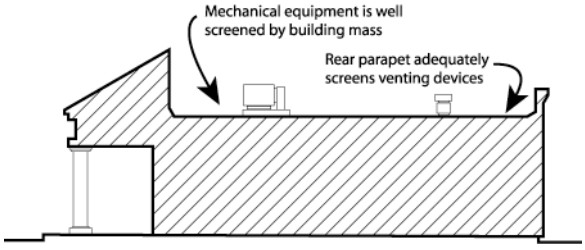
Exterior lighting shall be energy-efficient and shielded or recessed so that direct glare and reflections are contained within the boundaries of the parcel, and shall be directed downward and away from adjoining properties and public rights-of-way. No lighting shall blink, flash, or be of unusually high intensity or brightness. All lighting fixtures shall be appropriate in scale, intensity, and height to the use it is serving. Security lighting shall be provided at all en-

trances/exits. Lighting of outdoor parking areas shall be designed and maintained in a manner to prevent glare or direct illumination from intruding into any off-site areas.

Lighting fixtures shall be provided in accordance with the Design Guidelines in Section IV. In addition, uncovered access, parking and loading areas shall have a minimum of .5 foot-candles of illumination for general use areas and 1.0 foot-candles of illumination for high use areas. As determined by the Planning Department, high use areas include: vehicular entries and exits, parking accessways, pedestrian areas, passenger loading areas, areas of higher intensity vehicular movement; areas of concentrated pedestrian and vehicular movement, and where added security is desired.

SCREENING

Any equipment, whether on the roof, side of a structure or ground mounted, shall be screened from view. The method of screening shall be architecturally compatible in terms of materials, color, shape, and size. The screening design shall blend with the building design and include landscaping when on the ground. Screening shall be provided in accordance with the Design Guidelines in Section IV of this specific plan.



All roof-mounted equipment, except for solar panels meeting standards of the Uniform Building Code, including but not limited to air conditioning units, lighting fixtures and mechanical equipment shall be shielded from view from on-site parking areas, adjacent streets and adjacent residentially zoned properties. The screening material must be compatible with and integrated into the architectural design of the structure.

PROPERTY MAINTENANCE

All properties within the Urban Village Area shall be kept and maintained in a clean, neat, orderly, operable and usable condition. This requirement applies to buildings, paving, fences, walls, landscaping, water, earth and any other structure or natural feature on the site. The provisions of Chapter 9-74 of the LHMC relating to Property Maintenance shall be applicable to the Urban Village.

WALLS AND FENCES

The regulations of Section 9-40.100 of the LHMC relating to fences, walls and hedges shall apply to all developments within the Urban Village, except where the Land Use Plan (Section III of this Specific Plan) and the Design Guidelines (Section IV) indicate specific edge conditions or design concepts. For example, one of the planned unifying elements of the specific plan is a 30-inch high stone wall or hedge within the parkway along the perimeter streets and entries. Additional fencing in these areas, between the property line and building facade shall be prohibited.

LANDSCAPING

The regulations of Section 9-46 of the LHMC relating to landscaping standards and guidelines shall apply to all developments within the Urban Village, except where the Land Use Plan (Section III of this specific plan) and the Design Guidelines (Section IV) indicate specific edge conditions or design concepts. For example, the Landscape Plan, Figure 31, provides for certain specific locations for street trees and the Edge Conditions Plan, Figure 7, and Edge Condition Sections, Figures 8 through 15, delineate where groundcovers and shrubs will be placed along the streets.

PARKING

The regulations of Section 9-44 of the LHMC relating to access and parking shall apply to all developments within the Urban Village, except as modified below. To encourage new development that complies with the Main Street and design elements of this Specific Plan, such as including pedestrian pathways and village greens, the required off-street parking for new and existing development may be reduced in conjunction with Site Development Permit review, and approval. The reduced parking standards may be approved provided the City Council makes the following "Reduced Parking Findings":

1. That the calculated parking demand for new development projects, based upon the recommendations and methodology outlined in the Linscott, Law & Greenspan Traffic and Parking Study dated March 7, 2002, justifies a reduced parking requirement for the new development.

2. That the proposed reduction to the parking standards result in a project which is of a superior design quality and functionality; and

3. That the three goals of the specific plan relating to type of uses, pedestrian-friendly atmosphere and Urban Village identity are satisfied through the proposal; and

4. That the proposed development is consistent with the Land Use Plan in terms of the location, type of use and provision of pedestrian pathways, plazas and town greens; and

5. That the project conforms to the design guidelines for the creation of an Urban Village with respect to setbacks, building orientation, edge conditions, building massing.

Reduced Parking Standards

The Linscott, Law & Greenspan Traffic and Parking Study dated March 7, 2002, indicated that reduced parking standards for new development or changes in use within the Urban Village area could be supported based upon a "Consolidated Parking Ratio for shopping Centers" or a "Shared Parking Model" (See pages 10 through 15, and Tables 7 through 13 of the Study). The process to determine the reduced parking standard to be applied to individual projects shall be as follows:

Application of Consolidated Parking Ratio for Shopping Centers

Prior to expansion of an existing use, construction of a new development, or intensification of existing facilities, applicants proposing such projects shall pro-

vide an analysis of parking requirements. The determination of parking requirements shall address the following:

- The current City Code parking ratios shall first be applied to the project to create a baseline, by calculating the project's "stand-alone" parking requirements.

- For General Retail uses located within the Laguna Hills Mall property, a parking ratio of 4.5 spaces per 1,000 SF of gross leasable area (GLA) shall be applied, as long as no more than 20% of the total GLA is in restaurant, entertainment, or cinema space.

- For General Retail uses located outside the Laguna Hills Mall property, a parking ratio of 4.5 spaces per 1,000 SF of gross leasable area (GLA) shall be applied, as long as, no more than 10% of the total GLA is in restaurant, entertainment, or cinema space.

If the project does not exceed the above 20% or 10% standards, then no additional parking analysis is required and the reduced parking ratio may be approved, provided the "Reduced Parking Findings" are made by the City.

Application of Shared Parking Methodology

If more than 20% of the GLA within the Laguna Hills Mall property, or more than 10% of the GLA for the General Retail outside the Laguna Hills Mall property is in restaurant, entertainment or cinema space; then any proposed expansion of existing use, construction of new development, or intensification of existing facilities must apply the Shared Parking methodology to calculate the required parking. However, to ensure that the Shared Parking model is appropriately applied to future expansion projects within the Urban Village, the following guidelines must be followed:

- It should first be established that the individual uses have a common parking footprint that is easily accessible by all the uses, and that the individual uses have different peak parking periods, to test the reasonableness of any potential shared use of parking in the Village.

- If a future expansion project results in a change of use (switches to a different land use category), the Shared Parking model must be recalculated in its entirety. The resultant parking demand identified from a singular Shared Parking calculation must never be automatically used as a "baseline" value to debit or credit another (or future) project's incremental parking requirements.

- Exclusive-use parking areas must be recognized specifically when applying the Shared Parking procedure, and either carried at a continuous 100% parking profile during their entire period of exclusivity, or treated entirely separate. Moreover, disaggregating of the Shared Parking study area to logical subcomponents (based upon proximity, walking distances, specifically merged parking fields, etc) for a "micro" assessment is required.

The process to be followed in applying the Shared Parking methodology shall be as follows:

- Determine what constitutes a Shared Parking area or zone by reviewing the site plan for the project. Disaggregating the overall Shared Parking study area into multiple subcomponents assures proximate parking supply to demand sources.

- Calculate the Shared Parking requirement utilizing the Parking Ratio and Profile Summary (Table 9) of the Linscott, Law & Greenspan Study dated 3/7/02, through the following steps:

    1. Identify the land uses and quantities (SF of gross floor area, number of hospital beds, etc) that can reasonably be expected to share a common parking facility or be serviced by multiple parking nodes.

    2. Using the parking ratios in the Table 9, determine the peak parking requirement for each identified use.

    3. Adjust for any parking demand component which will be unavailable for sharing (i.e., spaces which will be exclusively dedicated, or spaces accessible by only one use type).

    4. Using the parking profiles in Table 9, apply the respective parking demand profile for each use identified.

    5. Determine the total parking demand for each hour during the day. Isolate the maximum demand level.

- The need for parking "contingency" beyond the calculation of parking requirements for the project shall be evaluated. Additional "safety factor" spaces will be necessary when a parking area or zone is deficient, or when the parking needs/demand of a generator requires multiple parking sub-areas to support it.

SIGNS

The regulations of Section 9-42 of the LHMC relating to signs and advertising devices shall apply to all developments within the Urban Village, except as modified by the Design Guidelines (Section IV) and the following regulations.

Permitted Signs – To encourage creativity in sign design and to foster a pedestrian atmosphere, the following additional sign types are permitted within the Urban Village area, subject a determination by the City that the signs are in conformance with the sign Design Guidelines found in Section IV.

- projecting signs,
- painted wall signs,
- murals,
- figurative signs,
- freeway oriented signs
- other types of nontraditional signs.

Size and scale – To the extent possible the size limits identified in Section 9-42-090 of the LHMC shall also apply to the unique types of signs described above. In accordance with Section 9-42.180 of the LHMC, in conjunction with the review and approval of a Master Sign Program, deviations to the Sign standards matrix may be granted by the Planning Agency based on design quality, creativity, and compatibility of the signage with the building architecture

and surrounding land uses.

Review Procedures – Unique sign types that are not listed in the LHMC, may be permitted through the review and approval of a Site Development Permit for a Master Sign Program, as outlined in Section 9-42.170 of the LHMC.

VI. INFRASTRUCTURE PLAN

INTRODUCTION

Although the majority of the infrastructure in and around the Urban Village is currently in place, additional demand will be placed on the existing streets and utilities in conjunction with the proposed development intensity.

The Urban Village is served by a street system that primarily includes El Toro Road, Paseo de Valencia, Los Alisos Boulevard and the Interstate 5 freeway. In conjunction with the increased development intensity allowed by the Laguna Hills General Plan and Urban Village Specific Plan, required intersection improvements have been identified in the Traffic and Parking Study prepared by Linscott, Law & Greenspan.

Adequate utilities to serve the current development are provided by the El Toro Water District, the Southern California Gas Company, Southern California Edison and Pacific Bell. However, as more intensive commercial and residential development takes place, new distribution lines may need to be installed, and some of the existing facilities may require upgrading, replacement and/or extension.

CIRCULATION

The intensity of development permitted within the Urban Village Specific Plan is subject to the vehicle trip budget as set forth in the City's General Plan. The General Plan identified a maximum number of vehicle trips for the Urban Village that allows for a mix of land uses. This concept is mirrored in the Specific Plan, which includes provisions for flexibility in development options to allow adjustments in land use intensities, provided that the vehicle trip budget is not exceeded.

A traffic study dated March 7, 2002 was prepared on behalf of the City by Linscott, Law and Greenspan. The study analyzes the number of vehicle trips available to accommodate the increased development proposed by the Urban Village Specific Plan. The study concluded that the proposed development intensity for the Urban Village can be accommodated by the trip budget established under the 1994 General Plan. However, the General Plan and the Traffic Study identify specific intersection improvements for completion in conjunction with an increase in the number of vehicle trips.

The necessary improvements to be completed in conjunction with the build out of the Urban Village Specific Plan are identified on Figure 39, and include the following:

- Add a northbound right turn lane and a eastbound thru lane at the intersection of Avenida de la Carlota and El Toro Road.
- Add a 4th travel lane on El Toro Road eastbound between Regional Center Drive and Avenida De La Carlota.
- Add a northbound right turn lane, a southbound thru lane, an eastbound left turn lane, and a westbound thru lane at the intersection of Paseo de Valencia and El Toro Road.
- Add an eastbound left turn lane, a westbound left turn lane, and a

westbound thru lane at the intersection of Avenida de la Carlota and Paseo de Valencia.

- Add a northbound thru lane and a southbound thru lane at the intersection of Paseo de Valencia and Los Alisos Blvd.

With the implementation of the recommended improvements, the intersections impacted by the development proposed as part of the Urban Village Specific Plan will continue to function at acceptable levels.

WATER

Water is provided to the project area by the El Toro Water District (ETWD) from the El Toro Reservoir in the City of Mission Viejo. Water service is currently provided to the service area by a network of pipelines, varying from 6 to 20-inches in size. Any and all additional necessary laterals must tie into these existing water lines.

In conjunction with the review of specific development proposals, the ETWD shall review the improvement plans for each proposal to ensure that the Municipal Facilities and Services Mitigation Standards as outlined in Table VII-1 of the Laguna Hills General Plan are complied with. ETWD will review each site-specific project to determine if upgrades to existing facilities, or construction of new facilities will be required. Adequate fire flow capacity shall be provided to meet the requirements of the ETWD and the Orange County Fire Authority.

SEWER

Wastewater services are provided by the El Toro Water District, with treatment provided by the ETWD Water Recycling Plant. The Urban Village Specific Plan is currently served by various 6, 8 and 10-inch sanitary sewer lines.

The ETWD shall review the improvement plans as components of the project to ensure that each area is capable of handling the additional capacity generated by the increased development. In conjunction with the review of specific development proposals, the ETWD shall review the improvement plans for each proposal to ensure that the Municipal Facilities and Services Mitigation Standards as outlined in Table VII-1 of the Laguna Hills General Plan are complied with. ETWD will review each site-specific project to determine if upgrades to existing facilities, or construction of new facilities will be required.

STORM WATER DRAINAGE

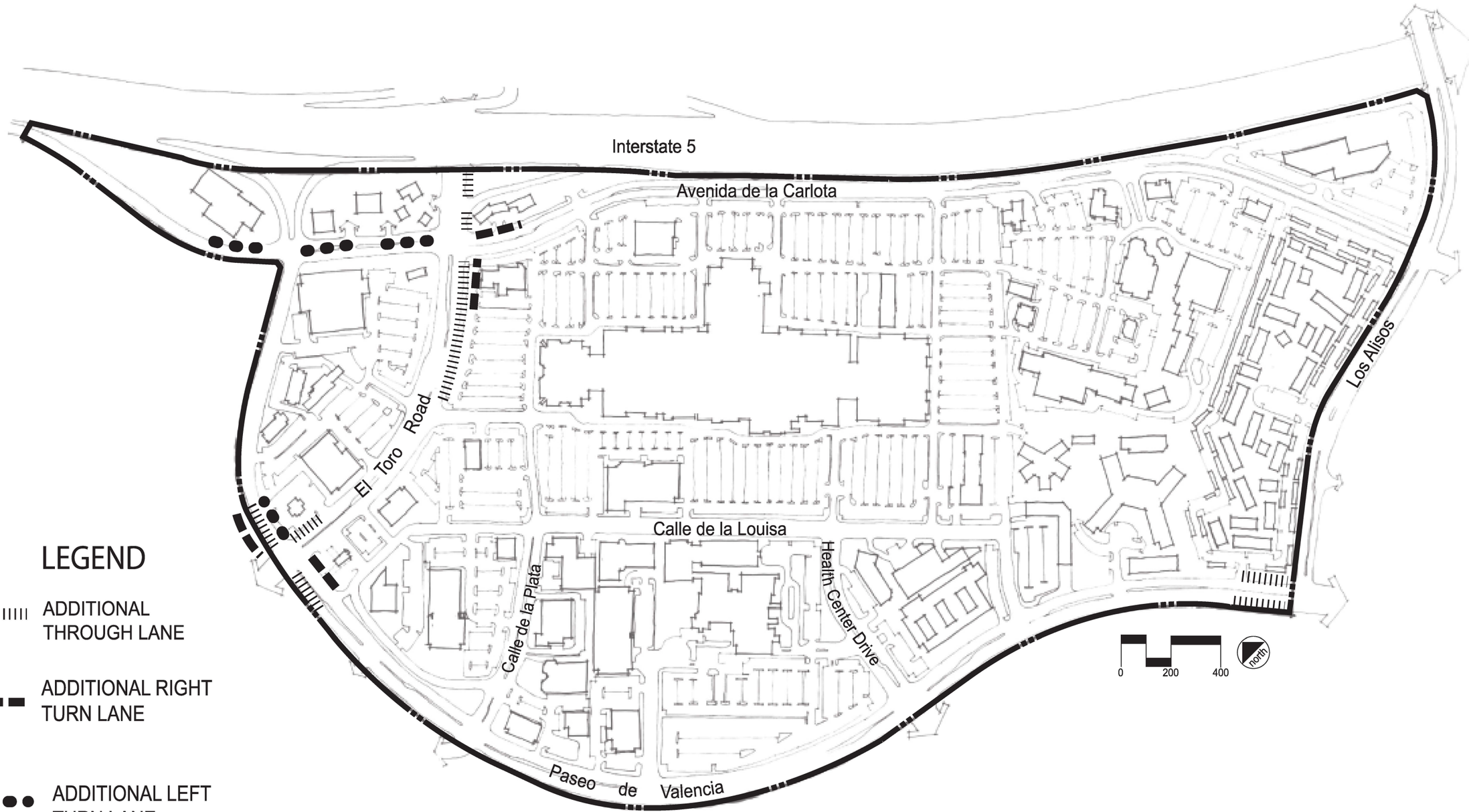
Natural drainage within the Urban Village Specific Plan area is collected and channeled through the site via existing drainage systems. Any development that may occur will not significantly alter existing drainage patterns, or substantially increase the rate or amount of surface runoff in the area. It is not anticipated that new storm water drainage facilities or expansion of existing facilities will be necessary in conjunction with any new development.

UTILITIES

Electricity

Electric power is provided by Southern California Edison (SCE). SCE has indicated that the additional development density can be served by the system's existing distribution lines in the area.

Natural Gas



LEGEND

ADDITIONAL THROUGH LANE

ADDITIONAL RIGHT TURN LANE

ADDITIONAL LEFT TURN LANE

Road Improvements

date: Nov. 2002 fig. 39

Laguna Hills Urban Village

Natural gas is provided by the Southern California Gas Company (SCGC). SCGC has indicated that sufficient capacity exists within the existing infrastructure to accommodate the increased project density. Additional points-of-connection will be established where necessary.

Telephone

Telephone service is provided by Pacific Bell. Any additional telephone service will be provided underground and connected to existing service lines where appropriate. Pacific Bell has indicated that the existing infrastructure is sufficient to service the increased development intensity.

VII. IMPLEMENTATION

INTRODUCTION

This section describes the actions to be taken to facilitate the timely implementation of the Urban Village Specific Plan as outlined under the "Purpose of Specific Plan" discussion found in the Introduction Section. The main goals of the Specific Plan, as outlined in the "Purpose of Specific Plan" discussion are to:

- Encourage and facilitate new uses in the area;
- Create new pathways and add landscaping to existing sidewalks to create a pedestrian-friendly environment;
- Create an identity for the area through the use of entry features, area way finding signs, consistent landscaping and street furniture.
- Facilitate private investments in the development of desirable and planned activity nodes;
- Take full commercial and market advantage of the Urban Village's central location in the Saddleback Valley;
- Increase the employment opportunities, tax revenues and ensure the long-term viability of the Urban Village; and
- Provide the framework for a public/private partnership to implement the goals of the specific plan.

PUBLIC IMPROVEMENTS

In providing public improvements in the Urban Village area, the City will be making a visible economic commitment to realizing the goals of the plan. The public improvements will add value to the area, thereby laying a foundation for future private sector investment. The City's recent purchase of an office building in the area to house a permanent Civic Center is the first step toward realizing the goals of the Specific Plan, and will lay the foundation for future public improvements.

In conjunction with the preparation of updates to its Capital Improvements Program, the City shall evaluate and consider potential Capital Improvements within the Urban Village area to include, but not be limited to, the following:

- Circulation Improvements to the circulation system that reflect the street cross-sections shown in Figures 7 through 15 of the Specific Plan.
- Entry Features as shown in Figures 21 through 25 of the Specific Plan.
- Landscape and hardscape improvements, including street trees and shrubs, walls and decorative paving.
- Pedestrian-oriented lighting fixtures at key locations.
- Street furniture and way finding signs that will enhance the pedestrian character of the Village, provide a uniform appearance to the area, and provide a public information benefit.
- Plazas and Village Greens that are located on public property

PRIVATE IMPROVEMENTS

In combination with public sector improvements, new development on private property will begin to fulfill the City's vision for the Urban Village. To encourage these improvements and attract the desired types of developments, the Specific Plan includes incentives in the form of reduced parking ratios, and innovative sign regulations. In addition

the City can utilize a variety of incentives, including the following:

- Expedited processing of plan review
- Deferment of fees if development meets certain criteria
- Direct payment for public related costs such as infrastructure, access improvements and public amenities.

PHASING PROGRAM

To initiate implementation of the Urban Village Specific Plan goals, it is recommended that the following be completed within the initial phases of the improvements to the Urban Village:

- El Toro Road is the most prominent street segment within the Village in that it provides access to the Civic Center and the proposed Main Street/Pedestrian Promenade. Implementing the circulation improvements, and installing the entry features, landscaping, walls, lighting and signs along this streetscape is of primary importance.

- Implementation of the Perimeter Street Edge Condition improvements (Figure 9 & 9.1) should closely follow the El Toro Road improvements so as to create the identity for the area. Because implementation of the Perimeter Street Edge Condition improvements will include improvements to the private property landscaped setback areas along the perimeter streets, the City will need to work with the property owners to implement those improvements.

- Construction of the Entry Features and Wayfinding signs oriented to the Perimeter Streets will also enhance the Urban Village identity, and, if feasible, should be completed in conjunction with the Edge Condition improvements to be made to the Perimeter Streets

- Phasing of the other street improvements, some of which are located on private property, should be evaluated after the completion of the El Toro Road and Perimeter Street improvements. The feasibility and desirability of the City acquiring and converting the private streets to public streets should be considered.

APPENDIX A. TECHNICAL STUDIES

TRAFFIC

The primary regional access to the Specific Plan area is via El Toro Road and the San Diego Freeway (I-5). Additional access is provided from Paseo de Valencia, Avenida de la Carlota, and Los Alisos Boulevard.

In order to assess the potential traffic impacts of build out of the Specific Plan area, a review of the Laguna Hills Final Master EIR was conducted. The Master EIR indicates that at General Plan build out the level of service (LOS) at all of the intersections within the Urban Village Specific Plan area will function at a LOS of "D" or better.

To insure that the intersections within the Specific Plan area continue to function at acceptable levels, the Master EIR outlines a number of improvements that will need to be implemented as the area builds out. The specific recommendations are as follows:

- Add a northbound right turn lane and a eastbound thru lane at the intersection of Avenida de la Carlota and El Toro Road.
- Add a 4th travel lane on El Toro Road eastbound between Regional Center Drive and Avenida de la Carlota.
- Add a northbound right turn lane, a southbound thru lane, an eastbound left turn lane, and a westbound thru lane at the intersection of Paseo de Valencia and El Toro Road.
- Add an eastbound left turn lane, a westbound left turn lane, and a westbound thru lane at the intersection of Avenida de la Carlota and Paseo de Valencia.
- Add a northbound thru lane and a southbound thru lane at the intersection of Paseo de Valencia and Los Alisos Blvd.

The Master EIR also specifies that the recommended improvements shall be constructed in conjunction with adjacent development. If determined by the City Engineer to be necessary to provide for adequate traffic flow, any individual development may be required to provide off-site intersection improvements, subject to appropriate reimbursement agreements from future development or other financial mechanisms to ensure that new development pays only its proportionate share for improvements.

In addition to reviewing the Laguna Hills Final Master EIR in conjunction with development of the Urban Village Specific Plan, a supplemental traffic analysis of the proposed Specific Plan was conducted to determine whether the findings and recommendations of the Master EIR were still appropriate for the project. The report dated March 7, 2002, prepared by Linscott, Law & Greenspan, concluded that the projections of the Master EIR were still valid, and that implementation of the recommended improvements would insure that the intersections within the Specific Plan area would continue to function at acceptable levels.

INFRASTRUCTURE ANALYSIS

Water and Sewer: As identified in the Laguna Hills Final Master EIR, the Specific Plan area is served by the El Toro Water District (ETWD), which maintains and operates a network of water and sewer lines that extend into the City. Land within the boundaries of the ETWD is essentially built out; therefore basic infrastructure is in place, and adequate capacities for water and sewer service already exist. The impact of future new development is dependent on the nature of the development and its water and sewer demands.

To insure that development projects within the City of Laguna Hills do not result in a quantifiable reduction in the level of infrastructure services provided to existing development, the Master EIR outlines mitigation standards that development projects within the City must adhere to. They are as follows:

Flood Control and Storm Drainage: Adequate facilities to protect structures for human occupancy and major roadways from the 100-year flood.

Water: Adequate fire flow as established by the Orange County Fire Authority, along with sufficient water storage for emergency situations and for maintenance of service pressures on an ongoing basis.

Wastewater: Unrestricted flow in sanitary sewers during average and peak conditions.

Solid Waste: Once weekly pick up of residential solid waste. Street sweeping as needed to meet NPDES requirements.

FISCAL ANALYSIS

The proposed Urban Village Specific Plan defines the development capacity of the planning area based primarily on land availability, traffic and parking limitations. The development capacity represents the additional development intensity that could be added to the existing base within the Urban Village. The Plan defines the future development capacity by land use category. The

following limitations are established in the Plan for incremental development above the existing base:

• Retail	183,000 sq. ft.
• Hotel	250 rooms
• Residential	200 units
• Medical Office	138,000 sq. ft.
• General Office	380,000 sq. ft.

Municipal revenues from the proposed land uses fall into four categories. These include sales tax, property tax, transient occupancy tax and State subventions. Estimates of the potential revenues upon build out can be prepared using comparable values found throughout Southern California. Table 3 presents a tabulation of the estimated revenues from the proposed Urban Village Specific Plan. Retail square footage was broken down into food, service and retail uses, which were estimated individually. Temporary Occupancy Tax (TOT) was estimated by assuming a mid-range hotel. Subventions were limited to Motor Vehicle License Fees, franchise fees and gas tax based on the additional residential population resulting from the development of approximately 200 ownership units. Because the Plan is an enhancement of an existing area that currently benefits from a full range of municipal services, and many of the one-time expenses of developing the area further, such as street improvements, will be financed by those entities developing the area, it is anticipated that the projected revenues will result in a positive net financial impact on the City of Laguna Hills.

Table 3

Laguna Hills Urban Village Revenue Data

Development Type	GLA	Units	Hotel Rooms	Estimated employment	Development Value	Sales Tax[2]	Property Tax[3]	TOT[4]	Resident Subvent.[5]	Total Tax Revenue
Retail	146,400			439	$18,300,000	$380,640	$31,842			$412,482
Restaurant/food	36,600			183	$6,405,000	$155,550	$11,145			$166,695
Hotel			250	75	$22,500,000		$39,150	$711,750		$750,900
Residential		200 [1]			$48,000,000		$83,520		$25,050	$83,520
Medical Office[6]	138,000 [7]			587	$24,150,000		$42,021			$42,021
General Office	380,000 [8]			1,292	$47,500,000	$26,600	$82,650			$109,250
Total				**2,576**	$166,855,000	$562,790	$290,328	$711,750	$25,050	**1,455,618 - 1,522,847[9]**

Footnotes:

1) Residential assumes ownership units averaging 1200 square feet
2) Sales Tax estimated at sales of $325 psf for retail with 80% retail, $425 for food uses, office at $.07 psf
3) Property Tax rate estimated at $.174
4) TOT estimated at average room rate of $120 and 65% occupancy, 10% tax rate
5) Population estimated at 1.6 person's household, gas tax, MLF and typical franchise fees only
6) Assumes property tax exempt ownership, net leaseable area at 85% of gross building area
7) Assumes no general office
8) Assumes no medical office
9) Range reflects potential mix of medical and general office

APPENDIX B.
BACKGROUND INFORMATION

PUBLIC INPUT

An important component of this Specific Plan is the Public Participation Program to ensure that the business owners, property owners and residents of the community share their thoughts and ideas regarding the Urban Village concepts. The initial stages of the program involved City staff discussions with property owners in the area to assess the level of support for the project. Based upon these discussions, concept plans were prepared. Information mailers were sent to all property owners within the study area to invite them to community workshops.

There were three workshops held within the Urban Village area. The first one was held on February 21, 2001 at Saddleback Hospital and the second on June 20, 2001 within the Mall. The final community workshop was held on May 22, 2002. All three of the workshops provided the City with valuable insights into the specific development ideas that are important to area residents and merchants. In addition, the City Views Newsletter (distributed to all residents of the City) described the planning process for the Urban Village and provided an opportunity for comments and suggestions. The workshops and newsletter helped define the most important aspects of the Specific Plan and focus attention on the issues they believed were critical. Approximately 25-30 participants attended each of the workshops. Follow-up questionnaires were distributed to the participants for additional input.

The Land Use Plan is the result of meetings with the major property owners, merchants and residents and the basis for development of this Specific Plan.

Additional opportunities for public review and comment on this plan were provided during the public review period for the environmental documentation required for this project and during the public hearings for the Zone Change adopting the Specific Plan.

GOVERNMENT CODE COMPLIANCE

The Urban Village Specific Plan has been prepared in accordance with Government Code Sections 65450 through 65457 (Specific Plans). Section 65450 provides for the preparation of specific plans by municipalities for the systematic implementation of all or part of the General Plan. This Specific Plan provides policies, guidelines, procedures, programs and regulations necessary to

implement the General Plan. The Urban Village Specific Plan has been prepared at the direction of the Laguna Hills City Council in response to the Community Development and Design element and the General Plan Implementation and Monitoring Program (Laguna Hills General Plan, 1994). The Specific Plan is consistent with the General Plan. A more detailed review of the Specific Plan in relation to the General Plan is outlined below, on the table entitled General Plan Consistency.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The environmental impact report for the Laguna Hills General Plan was certified in 1994. An Environmental Impact Report was also prepared for the 3-Phase Laguna Hills Mall expansion project and was certified in 1992. Only the first portion of the project was implemented. In accordance with Section 15152 of the Government Code (Tiering), a Mitigated Negative Declaration was prepared for this Specific Plan. The Mitigated Negative Declaration was prepared and made available for public review from September 6, 2002 through October 7, 2002 in accordance with Sections 15070 through 15075 of the Government Code. It will be certified by the Laguna Hills City Council in conjunction with their adoption of the Specific Plan.

GENERAL PLAN CONSISTENCY

The Urban Village Specific Plan is consistent with the goals and policies of the General Plan and is intended to implement each of the General Plan Elements. The following chart is a comparative description, outlining how the Specific Plan meets and implements the relevant goals and strategies contained within the General Plan.

General Plan Goals	Specific Plan Conformance
HOUSING	
Encourage the provision of housing that is affordable to the extent required by law, to lower and moderate income households, by ensuring that existing owners and prospective developers are aware of potential affordable housing development opportunities available within the Laguna Hills Village.	Several sites are identified for residential or mixed-use projects, with an increased density to encourage a variety of housing types.
Promote infill housing development within areas presently approved for residential development.	The Urban Village is surrounded by existing development and the provision of housing units in this area would be infill.
Ensure that new residential development is appropriately located with respect to public and private services and facilities.	The Urban Village includes a variety of public and private services and facilities that will be strengthened by the Specific Plan.
Promote provision of housing for the elderly, disabled, large families, homeless, and other special needs groups.	There are several existing facilities that provide housing for the elderly and disabled that are encouraged to remain within the Urban Village.
LAND USE	
Establish an inventory of land uses that provides diverse economic, social, and cultural opportunities and that reinforces the characteristics that make Laguna Hills a desirable place to live.	The Specific Plan provides for a variety of land uses within the Urban Village.
Promote a mix of attractive, employment generating business park areas that provide a sound and diversified economic base, and that are compatible with the community's overall character.	Many of the existing and permitted uses in the Urban Village create a strong economic base for the community and provide employment opportunities.
Maintain an organized pattern of land uses that minimize conflicts between land uses and respects the bulk, scale and character of existing development.	The land uses permitted in the Urban Village have been selected to ensure compatibility and the design guidelines of the Specific Plan regulate scale, bulk and massing of new developments.
Encourage the intensification of land uses in an urban village context within the area designated on the General Plan land use map as Village Commercial, thereby creating a pedestrian-oriented mixed use retail, office service, and residential area.	The Specific Plan not only provides for opportunities for new developments but also requires the creation of pedestrian pathways to encourage walking between uses.

Limit the intensity of land uses within the urban village area to that which can be accommodated by the area's roadway system.	The Specific Plan includes standards and regulations to limit the intensity of development.
GROWTH MANAGEMENT	
Require all new development to pay its share of the impacts associated with that development including impacts on regional traffic mitigation.	As part of the development review process, the potential impacts associated with development projects will be evaluated and conditioned to minimize project related impacts.
As part of the development review process, ensure that adequate roadways and other facilities will be available to support buildout of the project. Use the performance standards included in the General Plan Implementation Program as the test for adequacy of City roadways, services, and facilities to support a new development.	New projects may be required to provide off-site improvements, subject to appropriate reimbursement agreements from future development or other financial mechanisms to ensure that new development pays only its proportionate share for improvements.
FISCAL MANAGEMENT	
Work closely with the Laguna Hills Mall to avoid any unnecessary delay in the Mall expansion and occupancy.	The Specific Plan provides incentives for new development within the Urban Village area.
Support the early development of any use within the city that is both consistent with the General Plan and can generate a positive net fiscal impact. This will be particularly helpful to move the "Urban Village" commercial core forward in a timely manner.	Adoption of the Specific Plan and implementation of the right-of-way improvements, including the entry features and landscape parkways will encourage new developments in the Urban Village.
CIRCULATION & TRANSPORTATION	
Maintain a balance between land use and circulation operations by phasing new development to levels that can be accommodated by roadways existing or planned to exist at the time of completion of each phase of the project.	The Specific Plan regulates the intensity of development by the volume of trip generation to ensure that adequate transportation facilities exist to serve the project.
Plan for future intersection improvements outlined in Table IV-1.	The Specific Plan provides for intersection improvements in the Urban Village area.
Require new development projects to incorporate the provision of bicycle, transit, and pedestrian facilities.	The Urban Village requires the provision of pedestrian pathways connecting all areas of the Village.

PARKS AND RECREATION	
Use major community entries and arterial streets to enhance the City's overall beauty including the quality of landscaping and landscape maintenance within the public right-of-way.	The Specific Plan provides for enhanced edge conditions along the arterials and coordinated entry features for the perimeter of the Urban Village.
GENERAL CITY SERVICES AND FACILITIES	
Pursue the development of a Civic Center, which includes a multi-use community center.	The Specific Plan identifies a particular location for the Civic Center within the Urban Village.
AIR QUALITY	
Encourage the development of job-intensive uses within designated employment centers to reduce the length of home-to-job commutes by local residents.	The Specific Plan provides opportunities for the development of new job-intensive uses within the Urban Village.
Amend the Zoning Code to integrate a Mixed Use Overlay Area for use in the Urban Village and Mixed Use General Plan designations as a means to enhance pedestrian movement throughout the City	The Specific Plan permits a variety of uses, including mixed-use project that include residential, retail and office uses. The creation of pedestrian pathways are also required to facilitate walking.
NOISE	
Ensure that new commercial and industrial activities (including the placement of mechanical equipment) are designed so that activities comply with the maximum noise level standards at the property line of adjacent uses, thereby minimizing impacts on adjacent uses.	During review of new developments, the potential noise levels will be evaluated and the project will be designed to minimize noise impacts on adjacent uses.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Approval of an Ordinance Adopting an Amended and Restated Development Agreement between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC for the Village At Laguna Hills Project

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Approving and Adopting an Amended and Restated Development Agreement Between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC for the Village at Laguna Hills Project.

Background:

This Ordinance was introduced at the regular meeting of the City Council on July 14, 2026. A public hearing was conducted and closed. The Staff Recommendation of introducing the Ordinance for first reading and waiving further reading was passed.

This Ordinance would approve and adopt an amended and restated development agreement between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC for the Village at Laguna Hills Project.

Fiscal Impact:

In addition to the annual recurring revenues, the 2026 Modified Project will generate one-time revenues to the City, including Community Benefit Fees and various Development Impact Fees (“DIF”), which are typically collected at different stages of the development process. At full buildout, the proposed Project is projected to generate over $3.8 million in annual fiscal revenue.

Annual incremental municipal service costs are estimated at $1.53 million, resulting in an annual surplus of about $2.26 million. A portion of these fees have already been paid to the City as part of earlier project activities.

Attachments:

1. Draft Ordinance - Amended and Restated Development Agreement

ORDINANCE NO. 2026-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND MGP FUND X LAGUNA HILLS, LLC FOR THE VILLAGE AT LAGUNA HILLS PROJECT.

WHEREAS, Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code authorizes a city to enter into a contract which is called a development agreement in order to establish with certainty what regulations will govern the construction of a development;

WHEREAS, the City Council adopted Ordinance No. 2022-1 on March 8, 2022, approving a Development Agreement between the City of Laguna Hills ("City") and MGP Fund X Laguna Hills, LLC ("Owner"), to vest certain project entitlements and further address the implementation of the Village at Laguna Hills project the existing approximately 68-acre former Laguna Hills Mall site generally located along the southerly side of El Toro Road and the westerly side of Avenida de la Carlota of in the City of Laguna Hills (the "Property"); and

WHEREAS, on March 8, 2022 the City Council adopted Resolution No. PA2022-03- 08-2 approving land use entitlements for the Project delineated as Case No. USE-010- 2019, which consist of a Site Development Permit for new development, a Master Sign Program for various on-site signs, a Conditional Use Permit for a new health club facility, a Conditional Use Permit for a new hotel, a Conditional Use Permit to allow shared parking, a Vesting Tentative Tract Map, and a Precise Plan for mixed use development of the site, along with conditions of approval with respect thereto; and

WHEREAS, the City has previously evaluated the Project's potential environmental impacts and, on March 8, 2022, adopted Resolution No. PA2022-03-08-1 making corresponding findings regarding the Project's compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15164, and adopting a Fifth Addendum to the Laguna Hills General Plan Program Environmental Impact Report for the Project; and,

WHEREAS, on September 29, 2025, the City was in receipt of an application from the Owner requesting approvals of an Amended and Restated Development Agreement and for Major Modifications to the Village at Laguna Hills project in accordance with the provisions in the original Development Agreement with related land use entitlement amendments for the demolition and removal of the remaining portions of the Laguna Hills Mall structure and the construction of new retail, perimeter commercial pads, two hotels, multifamily housing, townhomes, duplexes,

single family detached homes, a communal open space (Village Park) and related amenities, (the "Project"); and

WHEREAS, on July 14, 2026, the City Council adopted Resolution No. PA2026-07-14-1 approving land use entitlements for the Project delineated as Case No. USE-0239-2025, which consist of a Site Development Permit for new development; a Master Sign Program for various on-site signs; Conditional Use Permits for two new hotels; a Conditional Use Permit to allow seasonal and temporary uses at the Village Park; a Joint Use Parking Permit; an amended Vesting Tentative Tract Map to subdivide the property into 27 lots; and a Precise Plan for mixed use development of the site, along with conditions of approval with respect thereto; and

WHEREAS, on July 14, 2026, the City Council concurrently approved Ordinance No. 2026-4 approving and adopting an amendment to the Urban Village Specific Plan in conjunction with land use entitlements for the Project delineated as Case No. USE-0239-2025, to allow single family detached residential uses by right, to allow a 6-foot building separation between single family detached residential buildings, and to exempt the Village at Laguna Hills Project Site from the City-wide Objective Design Standards;

WHEREAS, in connection with its consideration of the 2026 Project approvals, the City Council has considered the City's previously certified 2009 Laguna Hills General Plan Program Environmental Impact Report, the Fifth Addendum adopted for the Village at Laguna Hills Project in 2022, the 2026 Village at Laguna Hills Project CEQA Compliance Memorandum dated June 24, 2026, and the whole of the administrative record; and

WHEREAS, based on its consideration of those materials and the whole of the administrative record, the City Council has determined that no subsequent or supplemental environmental impact report is required for the 2026 Project pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15163, and that the Project remains within the scope of the environmental review previously completed for the Village at Laguna Hills Project; and

WHEREAS, the City Council serves as, and is, the Planning Agency of the City pursuant to Government Code Section 65100; and

WHEREAS, on June 24, 2026, as required by Government Code Section 65867, the City caused public notice to be given of the City Council's intention to consider adoption of the development agreement for the Project as provided in Government Code Sections 65090 and 65091 and Chapter 9-96 of the Laguna Hills Municipal Code, and on July 14, 2026, as required by Government Code Section 65867, the City Council held a public hearing on adoption of the development agreement, and introduction and first reading of this ordinance; and,

WHEREAS, on July 14, 2026, the City Council considered the adoption of this ordinance approving and authorizing the execution of the development agreement.

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

SECTION 1. The development agreement with the Owner for the Project attached hereto as Exhibit "A" is hereby APPROVED based on the following statement of findings:

A. The City Council finds that the amended and restated Development Agreement and the Project are consistent with the objectives, policies, general land uses, and programs specified in the Laguna Hills General Plan and the Urban Village Specific Plan, as amended, and implement an urban village identity that includes a variety of high quality public, regional commercial, recreational, and residential uses working in concert to create an "urban village" with enhanced pedestrian areas conveniently linking commercial, residential, and civic areas. The Project includes modifications to the Village at Laguna Hills Project approved in 2022 that will result in Development of the following on the Property:

   i. up to 163,215 square feet of space within Retail Buildings;
   ii. two new Hotel containing up to 239 rooms;
   iii. between 1,457 and 1,500 residential units as follows:
      a. Market Rate apartments: 901 residential units within three wrap buildings;
      b. Affordable apartments: 200 residential units within a podium building;
      c. Towns: 110 units in three-story, 3-4 bedrooms with two car garages;
      d. Split: 60 units in three-story, 2-4 bedrooms with one and two car garages
      e. Paseo (Single Family Detached): 78 units in three-story, 3-4 bedrooms with two car garages
      f. Duplex: 72 units in three-story, 2-4 bedrooms with one and two car garages
      g. Motor Court: 36 units in three-story, 2-4 bedrooms with one and two car garages
   iv. the construction of park and open space improvements within the Village Park; and
   v. the construction of associated public improvements, parking facilities, streets, pedestrian pathways, and other infrastructure.

B. The amended and restated development agreement and the Project are consistent and compatible with the densities and uses authorized for the Project site specified in the Laguna Hills General Plan, the Urban Village Specific Plan, and the Zoning and Development Code of the City.

C. The development agreement provides for the orderly development of the Project property. The development agreement identifies the different phases and timing

for construction of the Project and public improvements.

SECTION 2. The City Council finds that the above recitations are true and correct and constitute the findings of the City Council and Planning Agency in this case.

SECTION 3. The City Manager is hereby directed and authorized to take all necessary actions to implement this ordinance, including but not limited to, to execute the development agreement attached hereto as Exhibit "A" and other related documents, and to make minor clerical or non-substantive changes thereto.

SECTION 4. A fully executed copy of the amended and restated development agreement attached hereto as Exhibit “A” between the City and the Owner shall be filed and maintained in the office of the City Clerk.

SECTION 5. The City Clerk shall record a copy of the development agreement with the Orange County Clerk-Recorder within 10 days of the effective date of this ordinance, on or before October 4, 2026.

SECTION 6. This ordinance shall become effective 30 days after its adoption, on September 24, 2026.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, 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, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 8. 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.

PASSED, APPROVED, AND ADOPTED this the 25th day of August, 2026.

_____

DON CASKEY, MAYOR

ATTEST:

_____

JOSHUA STEVENSON, CITY CLERK

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

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2026-5 was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 14th day of July, 2026, and that thereafter, said ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 25th day of August, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____

JOSHUA STEVENSON, CITY CLERK

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City of Laguna Hills
c/o City Clerk
24035 El Toro Road
Laguna Hills, California 92653

(Space Above Line for Recorder's Use)
Exempt from Recorder's Fees Pursuant to
Government Code §§ 6103 and 27383

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Village at Laguna Hills Mixed Use Project)

BY AND BETWEEN

THE CITY OF LAGUNA HILLS, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California

AND

MGP FUND X LAGUNA HILLS, LLC, a Delaware limited liability company

THIS DEVELOPMENT AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF ITS EFFECTIVE DATE PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAGUNA HILLS
AND
MGP FUND X LAGUNA HILLS, LLC

This Amended and Restated Development Agreement ("Development Agreement") is made and entered into this _____ day of _____ 2026 ("Development Agreement Date"), by and between the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California ("City") and MGP FUND X Laguna Hills, LLC, a Delaware limited liability company ("Owner"), pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code (the "Development Agreement Statute").

RECITALS

This Development Agreement is predicated upon the following facts:

A. City is authorized, pursuant to California Government Code §§65864 through 65869.5 (the "Development Agreement Statute") and Chapter 9-84 of the Laguna Hills Municipal Code (the "Development Agreement Ordinance") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other things: encourage and provide for the development of public facilities in order to support development projects; provide certainty in the approval of development projects in order to avoid the waste of resources and the escalation in project costs and to encourage investment in and commitment to comprehensive land use planning, which will make maximum efficient utilization of resources at the least economic cost to the public; provide assurance to the applicants of development projects: (i) that they may proceed with their projects in accordance with existing policies, rules and regulations, subject to the conditions of approval of such projects and provisions of such development agreements, and (ii) encourage private participation in comprehensive planning and reduce the private and public economic costs of development.

B. These Recitals refer to and utilize certain terms which are defined in this Development Agreement. The Parties intend to refer to those definitions in conjunction with the use thereof in these Recitals.

C. Owner represents that it owns in fee the approximately 68-acre former Laguna Hills Mall site (the "Property") located in the City of Laguna Hills within the Specific Plan area, and more particularly described in **Exhibit A** attached hereto.

D. City desires that the approximately 240-acre area bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east be developed in a manner consistent with the Village Commercial land use designation of the City's General Plan, which generally envisions the development of this area as a community core in which a variety of public, regional commercial, recreational, and high density residential uses work in concert to

create an "urban village" with enhanced pedestrian areas conveniently linking commercial, residential, and civic areas.

E. In order to carry out the goals and policies of the General Plan for the Village Commercial area, on November 26, 2002, the Laguna Hills City Council adopted the Urban Village Specific Plan (the "Specific Plan"), establishing a land use concept, plans for additional public open space and pedestrian pathways, design guidelines, and development standards for new developments in the Specific Plan area aimed at creating an urban village identity. The allowed development intensity in the Specific Plan area is determined based upon vehicle trip generation limits, rather than land use type or size, and the Specific Plan provides for flexibility in development options and the mixture of land uses, provided established anticipated aggregate vehicle trip limits generated by new development are not exceeded. The City implements this aspect of the Specific Plan through a vehicle trip budget debiting process pursuant to which additional peak hour vehicle trips generated by each new development or redevelopment project are subtracted from the current aggregate total additional peak hour vehicle trips available to accommodate future new development in the Specific Plan area (the "Specific Plan Area Trip Budget Allocation"). Pursuant to the Specific Plan, applicants for new development projects are authorized to develop to the maximum intensity of their plans, otherwise consistent with the Specific Plan, upon verification that the vehicle trip generation impacts created by the new development shall not exceed the remaining Specific Plan Area Trip Budget Allocation. In July 2009, the Laguna Hills City Council adopted a comprehensive update to the City's General Plan, which authorized increased development intensity, and a corresponding increased number of authorized aggregate additional vehicle trips to accommodate future development projects, within the Specific Plan area. In April 2011, the Laguna Hills City Council approved amendments to the Specific Plan in order to implement the General Plan update.

F. In March 2016, the City Council approved a Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, and Precise Plan No. 2-15-3114 for the Property, which authorized redevelopment of the Laguna Hills Mall and the Property with a mixed-use retail and residential project, branded the Five Lagunas Project.

G. Owner subsequently submitted applications to modify the Five Lagunas Project and replace it with revised land use entitlements to permit redevelopment of the Property through the demolition and removal of the former Laguna Hills Mall structure and the construction on the Property of a new retail and entertainment core, commercial pads, office buildings, a hotel, multifamily housing, parking structures, a central communal open space and related amenities, (hereinafter referred to as the "2022 Project").

H. On March 8, 2022, the City Council adopted Resolution No. PA2022-03-08-2 approving land use entitlements for the 2022 Project, as set forth in Case No. USE-010-2019, which included a Site Development Permit, a Precise Plan, a Master Sign Program, a Vesting Tentative Tract Map, a Parking Use Permit, a Conditional Use Permit for a hotel, and a Conditional Use Permit for a health club, along with associated conditions of approval (collectively, and all as more particularly defined herein and as amended, the "2022 Approvals").

I. To further implement the Project, City and Owner subsequently entered into that certain Development Agreement between City and Owner, dated April 22, 2022, and recorded April 25, 2022, as Document No. 2022000155625 of the Official Records of Orange County (hereinafter, the "Original Agreement"), which was approved by City of Laguna Hills Ordinance No. 2022-1 on March 22, 2022.

J. Due to evolving market conditions, Owner now desires to modify the 2022 Project, which changes primarily include, but are not limited to, diversifying the residential mix with new attached for-sale units and single-family detached for-sale units alongside multifamily housing, incorporating a second hotel, and reducing the total square footage of the retail, while removing previously planned office space and parking structures.

L. Per the terms and conditions of the Original Agreement, Major Project Modifications require approval of the City Council.

M. On July 14, 2026, the City Council (sitting as the combined Planning Agency and City Council) adopted Resolution No. [_____] conditionally approving the modified entitlements for the 2026 Project, as set forth in Case No. [USE-###-2026], as well as adopting the requested amendment to the Specific Plan, for the 2026 Project (collectively, the "Development Approvals").

N. The City has evaluated the potential environmental impacts of the 2026 Project and, on July 14, 2026, adopted Resolution No. [_____] making corresponding findings regarding the 2026 Project's compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15164.

O. The Parties now desire to enter into this Development Agreement to reflect the 2026 Project, including to ensure that Owner delivers equivalent or enhanced public benefits to the community compared to the terms of the Original Agreement.

P. City desires to accomplish the goals and objectives set forth in City's General Plan and the Specific Plan and finds that the 2026 Project will accomplish said goals and objectives. The City has determined that the 2026 Project is consistent with the General Plan, the Specific Plan and the Existing Land Use Regulations, as defined below.

Q. In accordance with the Specific Plan, a traffic impact analysis dated April 30, 2026 (the "Traffic Impact Analysis") was prepared by Linscott, Law & Greenspan, Engineers, which analyzes the potential traffic impacts of the 2026 Project, calculates the net change in peak hour vehicle trips that will be generated as a result of the 2026 Project, and demonstrates that there are sufficient remaining additional peak hour vehicle trips available in the current Specific Plan Area Trip Budget Allocation to accommodate the 2026 Project.

R. As consideration for the benefits gained by Owner from the vested rights acquired pursuant to the Development Agreement Statute and to conform with the requirements of the Specific Plan, City is requiring that Owner construct and install, as part of Development of the 2026 Project, certain public improvements and provide other public benefits.

S. In order to avoid any misunderstandings or disputes which may arise from time to time between Owner and City concerning the proposed Development of the 2026 Project and to assure each party of the intention of the other as to the processing of any land use entitlements which now or hereafter may be required for such development, the Parties believe it is desirable to set forth their intentions and understandings in this Development Agreement. In order for both City and Owner to achieve their respective objectives, it is imperative that each be as certain as possible that Owner will develop and that City will permit Owner to proceed with Development of the 2026 Project and public improvements and other public benefits as approved by City within the time periods provided in this Development Agreement, except as otherwise indicated herein.

T. The City caused public notice to be given of the City Council's intention to consider adoption of this Development Agreement for the 2026 Project as required by Section 65867 of the Development Agreement Statute.

U. The City Council held public hearings on the Development Agreement as required by Section 65867 of the Development Agreement Statute.

V. The City Council hereby finds and determines that this Development Agreement: (i) is consistent with the objectives, policies, general land uses, and programs contained City's General Plan and the Specific Plan, as amended concurrently herewith; (ii) is compatible with the uses authorized in the Village Commercial land use district; (iii) provides for the orderly development of the Property; and (iv) is entered into pursuant to and in compliance with the requirements of Section 65867 of the Development Agreement Statute.

W. In preparing and adopting the General Plan and in granting the Development Approvals and the amendment to the Specific Plan, City considered the health, safety and general welfare of the residents of City and prepared in this regard an extensive environmental impact report and other studies. Without limiting the generality of the foregoing, in preparing and adopting the General Plan and in granting the Development Approvals, the City Council carefully considered and determined the projected needs (taking into consideration the planned development of the 2026 Project and all other areas within the City) for water service, sewer service, storm drains, electrical facilities, traffic/circulation infrastructure, police and fire services, paramedic and similar improvements, facilities and services within the Specific Plan area, and the appropriateness of the density and intensity of the development comprising the Project and the needs of City and surrounding areas for other infrastructure.

X. On _____, 2026, the City Council adopted the Authorizing Ordinance approving and authorizing the execution of this Development Agreement.

Y. Upon the effective date of the Authorizing Ordinance, this Development Agreement shall supersede and replace the Original Agreement in its entirety, which shall thereafter be of no further force or effect and the rights and obligations of City and Owner with respect to the 2026 Project shall be governed exclusively by the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute, and pursuant to the Development Agreement Ordinance, and pursuant to the mutual promises and covenants herein contained, the Parties hereto agree as follows:

SECTION 1 DEFINITIONS

The following words and phrases are used as defined terms throughout this Development Agreement, and each defined term shall have the meaning set forth below.

1.1 2022 Project. The "2022 Project" is defined in Recital G.

1.2 2026 Project. The "2026 Project" means those certain improvements described in the Development Approvals, the Subsequent Development Approvals, and any Major Project Modifications. In general, the 2026 Project consists of the Development of the Property with a multi-phase, mixed-use project generally consisting of the Development of the following on the Property: (i) up to 163,215 square feet of retail space (including 140,120 square feet of New Retail); (ii) two Hotels containing between 225 to 240 rooms combined; (iii) ~~356~~278 Attached For-Sale Residential Units; (iv) ~~90~~78 Detached For-Sale Residential Units; (v) three market rate Multifamily Buildings containing approximately ~~1,~~901~~1~~ Residential Units (subject to the possible substitution of Attached for-Sale Residential Units described in Section 5.4.1(C)); (vi) construction and operation of the Affordable Senior Housing Project per the terms of the Affordable Senior Housing Covenant which shall include 200-250 Affordable Units; (vii) the construction of park and open space improvements within the Village Park; (viii) and the construction of associated public improvements, parking facilities, streets, pedestrian pathways, and other infrastructure subject to phasing of said improvements to align with a coordinated build-out plan. The approximate locations and/or building envelope of the Attached For-Sale Residential Units, Multifamily Buildings, Detached For-Sale Residential Units, Retail Buildings, Hotels, Village Park, and other improvements authorized by the Development Approvals are generally depicted on the Site Plan.

1.3 Affordable Housing Developer. "Affordable Housing Developer" means Meta Development Partners, LLC ("Meta") or any replacement affordable housing developer identified by Owner; provided that any such replacement affordable housing developer shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Meta shall be permitted to assign its rights to any tax credit partnership in which Meta Development, LLC (or a limited liability company in which Meta acts as the managing member) acts as a general partner without City approval.

1.4 Affordable Housing Laws. "Affordable Housing Laws" means all state, federal and local laws, rules, regulations and program requirements governing the financing, development, operation, marketing, occupancy and affordability of housing subject to income or age restrictions, including, without limitation, Internal Revenue Code Section 42, CDLAC regulations, TCAC regulations, HUD requirements, fair housing laws, and any requirements imposed by public lenders or governmental funding sources.

1.5 Affordable Housing PSA. "Affordable Housing PSA" means the purchase and sale agreement between Owner and the Affordable Housing Developer for the conveyance of the Affordable Senior Housing Lot, which agreement shall include a condition precedent to closing that requires the Affordable Housing Developer to secure financing for the development of the Affordable Senior Housing Project, and which, subsequent to closing, requires the Affordable Housing Developer to develop the Affordable Senior Housing Project consistent with **Exhibit F**. The terms and condition of the Affordable Housing PSA shall be subject to the terms of this Agreement.

1.6 Affordable Senior Housing Lot. "Affordable Senior Housing Lot" means the approximately 3.2-acre parcel generally depicted on the Site Plan attached hereto as "Lot 27 Affordable" which is to be used for the Affordable Senior Housing Project. Owner will deliver the Affordable Senior Housing Lot to an Affordable Housing Developer for the construction of the Affordable Senior Housing Project consistent with the requirements of Subsection 5.4.1(D).

1.7 Affordable Senior Housing Covenant. Means a restrictive covenant to be recorded against the Affordable Senior Housing Lot substantially in the form of **Exhibit F**.

1.8 Affordable Senior Housing Project. "Affordable Senior Housing Project" means the development and operation of between 200 and 250 Affordable Units on the Affordable Senior Housing Lot, which Affordable Units shall (i) be Restricted Income Units, (ii) have an average level of affordability, across the entire Affordable Senior Housing Project, of sixty percent (60%) of Area Median Gross Income, at least ten percent (10%) of which shall be affordable to Extremely Income Households, and (iii) be subject to the terms of the Affordable Housing Covenant.

1.9 Affordable Unit(s). "Affordable Unit(s)" means a unit or units of housing that is/are located within the Affordable Senior Housing Building and is/are affordable to Restricted Income Households, as those terms are defined herein.

1.10 Area Median Gross Income. "Area Median Gross Income" means the income for each Affordable Unit as determined consistent with Internal Revenue Code Section 42(g)(1)(B) as published by the California Tax Credit Allocation Committee at the time the Affordable Units are put in service.

1.11 Attached For-Sale Residential Units. "Attached For-Sale Residential Units" refers to each of the proposed units, which may include two-unit buildings (duplex units), within the areas shown as Lot 9 & 10 North Residential (see Section 1.68 and Section 5.4.1(C)), "Lot 11 Townhomes UA-Towns," "Lot 12 Townhomes UA-Towns," "Lot 13 Townhomes UA-Towns," "Lot 14 Townhomes UA-Split," "Lot 16 Duplex," and "Lot 18 Duplex," "Lot 20 Townhomes UA-MR2," and "Lot 21 Duplex," as shown on the Site Plan.

1.12 Authorizing Ordinance. The "Authorizing Ordinance" means Ordinance No. [_____] approving and authorizing this Development Agreement.

1.13 CEQA. "CEQA" means the California Environmental Quality Act, Public Resources Code Section 21000 et seq., and the regulations adopted pursuant thereto (Title 14 of

the California Code of Regulations, Section 15000 et seq.), as they may be amended from time to time.

1.14 Certificate(s) of Occupancy. "Certificate(s) of Occupancy" means certificate(s) of occupancy granted by the building department of the City in accordance with the Uniform Building Code.

1.15 Commence Construction, Commencement of Construction, Commenced Construction. "Commence Construction," Commencement of Construction," or "Commenced Construction" means:

1.15.1 With respect to the Phase One Required Improvements and both Hotels, Owner has delivered the required Evidence of Transactions and begun actual construction of vertical components of buildings in reliance upon a validly issued building permit.

1.15.2 With respect to Phase Two Required Improvements, Owner has begun actual construction of vertical components of buildings on each Pad in reliance upon validly issued building permits; provided, however, for any two (2), at Owner's election, of the four (4) retail pads shown as Pad 1, Pad 2, Pad 3, and Pad 4 on the Site Plan, the execution of a ground lease for such Pad and stubbing of utilities to the Pad shall satisfy the obligation to Commence Construction with respect to the two (2) pads so elected.

1.15.3 With respect to the Village Park, Owner has demolished the existing Nordstrom Rack building and has commenced the installation of Village Park improvements, which may include paving, landscaping, or any hardscape element, pursuant to the Development Approvals. Once the Owner has Commenced Construction of each of the Retail Buildings, the Hotels, and/or Village Park, the Owner shall Complete Construction, as hereinafter defined, with commercially reasonable diligence, but in no event later than the earlier to occur of (i) two (2) years after Commencement of Construction, and (ii) the fifth (5th) anniversary date of the Development Agreement Date.

1.16 Complete Construction, Completed Construction, or Completion of Construction. "Complete Construction," "Completed Construction," or "Completion of Construction" means:

1.16.1 With respect to Multifamily Buildings, Attached For-Sale Residential Units, Single-Family Detached For-Sale Residential Units, Retail Buildings, the Affordable Senior Housing Project, and any Hotel, Owner has (i) requested and is entitled to issuance of temporary or permanent Certificates(s) of Occupancy, and (ii) obtained written approval from the appropriate City officials for all Public Improvements required to be completed prior to issuance of the relevant Certificate(s) of Occupancy pursuant to the Development Approvals.

1.16.2 With respect to the Village Park, Owner has (i) installed all landscaping, irrigation, lighting, pedestrian pathways, water features, shade structures, seating, equipment, and/or other infrastructure; (ii) Completed Construction of the buildings on Pads 5, 6, 7, and 8 as shown on the Site Plan, subject to subsection 1.15.3 below; and (iii) Commenced Construction of Shops B and Shops C at the locations shown on the Site Plan (or alternative locations subject to Owner election under Section 5.4.1(C) hereof).

1.16.3 With respect to the buildings on Pads 5, 6, 7, and 8 as shown on the Site Plan, completion of a weather-tight building envelope consisting of the completed foundation, primary structural frame, and finished roof, delivered with utility services stubbed-out within the premises, but not including any interior HVAC distribution, electrical systems, plumbing fixtures, or other finishes.

1.17 City. "City" means the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California.

1.18 City Manager. "City Manager" means the City Manager of the City of Laguna Hills or his or her designee.

1.19 Community Benefit Fees. "Community Benefit Fees" are described in Section 10.5 of this Development Agreement. Because Community Benefit Fees are an obligation arising from this Development Agreement, they are not Development Fees and subject to the Mitigation Fee Act or the Quimby Act, and City may deposit such payments into the City's general fund and expend such funds for any lawful purpose.

1.20 Covenant Agreement. "Covenant Agreement" means the covenant agreement with the City as required by the Development Approvals relating to the ownership, operation, and maintenance of the Village Park and other open space.

1.21 Detached For-Sale Residential Unit. "Detached For-Sale Residential Unit" shall mean each of the units within the areas shown as "Lot 17 SFD UA-Paseo" and "Lot 19 SFD UA-Paseo" depicted on the Site Plan.

1.22 Develop, Developed, or Development. "Develop," "Developed," or "Development" means the improvement or renovation of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, without limitation: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of buildings, structures, and other facilities; the installation of landscaping; and the construction of other facilities and improvements necessary or appropriate for the Project. "Develop," "Developed," or "Development" does not mean the maintenance, repair or reconstruction of any building, structure, improvement, landscaping or facility after the Completion of Construction.

1.23 Development Agreement. "Development Agreement" means this Amended and Restated Development Agreement and any subsequent amendments to this Amended and Restated Development Agreement which have been made in compliance with the provisions of this Amended and Restated Development Agreement, the Development Agreement Statute, and the Development Agreement Ordinance.

1.24 Development Agreement Date. The "Development Agreement Date" means the effective date of the Authorizing Ordinance, which date is shown on page 1, paragraph 1 of this Development Agreement.

1.25 Development Agreement Ordinance. The "Development Agreement Ordinance" means Chapter 9-84 of the Laguna Hills Municipal Code.

1.26 Development Agreement Statute. The "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Development Agreement Date.

1.27 Development Approvals. "Development Approvals" means those certain land use entitlements associated with Case No. USE-xxx-2026 approved for the Project by the City on July 14, 2026, and which include a Site Development Permit, a Precise Plan, a Master Sign Program, a Vesting Tentative Tract Map, a Parking Use Permit, and the amendments to the Specific Plan approved concurrently with this Development Agreement. To the extent any of the land use entitlements approved for the 2026 Project are further amended from time to time upon application by Owner, Development Approvals shall include such matters as so amended. If this Development Agreement is required by law to be amended in order for Development Approvals to include any such amendments, Development Approvals shall not include such amendments unless and until this Development Agreement is so amended.

1.28 Development Fees. "Development Fees" shall have the meaning ascribed in Section 10.1 herein, and as more specifically described in **Exhibit B** attached hereto.

1.29 Development Plan. "Development Plan" means this Development Agreement, the Development Approvals, and the Existing Land Use Regulations, as well as all Subsequent Development Approvals, and all Subsequent Land Use Regulations to which Owner has consented to in writing, which consent shall be in Owner's sole and absolute discretion. Depending on the context, "Development Plan" may also mean Development of the Project in accordance with the Development Plan.

1.30 Director. "Director" means the Community Development Director of the City of Laguna Hills.

1.31 Discretionary Action(s), Discretionary Approval(s), or Discretionary Permit(s). "Discretionary Action(s)", "Discretionary Approval(s)", or "Discretionary Permit(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Action, Ministerial Approval, or Ministerial Permit.

1.32 Evidence of Transaction. "Evidence of Transaction" means:

1.32.1 With respect to each of Anchor 1, Anchor 2, or Shops A, the recordation of a memorandum of Retail Lease in the Official Records of Orange County; provided, however, that for each of Anchor 1 and Anchor 2, such memorandum of Retail Lease must be executed with a Quality Tenant. The memorandum of Retail Lease shall identify the tenant, the delivery conditions with respect to improvements that are the subject matter of the Retail Lease, the brand under which the tenant will operate the business, and the term of the Retail Lease.

1.32.2 With respect to each of Hotel 1 or Hotel 2, the recordation of a memorandum of Hotel Purchase and Sale Agreement in the Official Records of Orange County, and the delivery to the City Attorney of a redacted copy of the franchise agreement for the respective Hotel reflecting the quality of the Hotel as Upscale, identification of the Hotel flag, number of rooms, and terms for compliance with any Project condition of approval requiring that the hotel operator check guests out and back in before thirty (30) days accrue on any stay.

1.32.3 With respect to the Affordable Senior Housing Lot, the recordation of a grant deed in the Official Records of Orange County with respect to the lot shown on the Site Map as "Lot 27 Central Affordable," and the concurrent recordation of financing for the construction of the Affordable Housing Units pursuant to the Affordable Housing PSA, which Affordable PSA includes, at minimum, the following, and with the same evidenced in the recorded memorandum: (i) a condition precedent to closing that requires the Affordable Housing Developer to secure financing for the Affordable Senior Housing Project; (ii) Commencement of Construction within one (1) year of the date of closing; and (iii) the recordation of the Affordable Senior Housing Covenant.

1.33 Excusable Delay. "Excusable Delay" is defined in Section 22.1.

1.34 Excusable Delay re Hotel 1. "Excusable Delay re Hotel 1" means a delay in the Commencement of Construction of Hotel 1 which results from the failure of the market to support an Upscale hotel as demonstrated by an Updated Hotel Feasibility Study. For purposes of clarity, Excusable Delay re Hotel 1 is not applicable, under any circumstance, to Hotel 2, nor is it applicable in the event Hotel 1 cannot be constructed on Lot 24 due to actions of a third-party public agency. Owner shall demonstrate the existence of Excusable Delay re Hotel pursuant to those procedures described in Subsection 5.4.6. Notwithstanding anything herein to the contrary, "Excusable Delay," as described in Section 22.1, is not applicable to the Development of the Hotels.

1.35 Existing Land Use Regulations. "Existing Land Use Regulations" means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Original Development Agreement Date, which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, the Specific Plan, Mitigation Monitoring Program, and all other ordinances of City establishing subdivision standards, park regulations, impact or Development Fees and building and improvement standards, except as expressly provided to the contrary in the Authorizing Ordinance. Existing Land Use Regulations do not include non-land use regulations, which include, without limitation, all City ordinances, resolutions, rules, regulations or official policies governing: business licenses issued by the City for the conduct of businesses, professions, and occupations; taxes and assessments; the control and abatement of nuisances; the granting of encroachment permits and the conveyance of rights and interests which provide for the use of the entry upon public property; and/or the exercise of the power of eminent domain.

1.36 Extremely Low Income Households. "Extremely Low Income Households" means a household earning not greater than thirty percent (30%) of Area Median Gross Income.

1.37 Final Map(s). "Final Map(s)" refers to one or more final maps which may be filed with respect to the Vesting Tentative Tract Map approved as part of the Project Approvals, as provided in Government Code Sections 66456 et. seq.

1.38 Five Lagunas Project. "Five Lagunas Project" means development of the Property in the manner authorized by the Five Lagunas Entitlements.

1.39 Five Lagunas Entitlements. "Five Lagunas Entitlements" mean that certain Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, and Precise Plan No. 2-15-3114 approved by the City on March 22, 2016, as amended, and all permits and approvals implementing the foregoing granted by the City.

1.40 General Plan. "General Plan" means the General Plan of the City.

1.41 Gross Rent. "Gross Rent" means all amounts paid by household for occupancy of an Affordable Unit determined consistent with Internal Revenue Code Section 42(g)(2).

1.42 Hotel 1. "Hotel 1" means the first of two Hotels to be developed on the Property. The approximate size and location of Hotel 1 is depicted on the Site Plan as "Hotel 1."

1.43 Hotel 2. "Hotel 2" means the second of two Hotels to be developed on the Property. The approximate size and location of Hotel 2 is depicted on the Site Plan as "Hotel 2."

1.44 Hotel / Hotels. "Hotel(s)" refers to Hotel 1 and/or Hotel 2, and means the hotel structure(s) and related use(s), associated parking facilities, and infrastructure authorized to be Developed pursuant to the Development Approvals. The Hotels shall collectively provide up to 240 hotel rooms, and no less than 225 hotel rooms. The Hotels shall meet or exceed the Upscale classification as defined herein, and no more than three percent (3%) of the total rooms combined for the two Hotels may be used for stays for periods of thirty (30) days or longer.

1.45 Hotel Feasibility Study. "Hotel Feasibility Study" means a study conducted by a "Qualified Hotel Consultant" determining whether or not the operation of an Upscale Hotel of approximately 100-150 rooms is supported by market data.

1.46 Hotel Purchase and Sale Agreement. "Hotel Purchase and Sale Agreement" means a purchase and sale agreement pursuant to which a Hotel is required to be constructed and operated.

1.47 HVS. "HVS" means HVS Consulting & Valuation, a division of TS Worldwide, LLC.

1.48 Litigation Delay. "Litigation Delay" means any period of excusable delay described in Subsection 22.1.1(D) of this Development Agreement.

1.49 Lot Line Adjustment. "Lot Line Adjustment" refers to the procedure described in Government Code Section 66412(d). Owner may pursue one or more Lot Line Adjustments to establish parcels for purposes of implementing the Project, along with corresponding certificates of compliance.

1.50 Major Project Modification(s). "Major Project Modification(s)" means any Discretionary Approval or Discretionary Permit requested by Owner that is approved, granted, or issued after the Development Agreement Date, which would result in the authorization for any of the following: (i) the Development of more than 1,500 Units on the Property; (ii) the Development of fewer than two hundred (200) Affordable Units; (iii) the Development of fewer than 225 hotel rooms on the Property combined between the Hotels; (iv) the Development of less than 140,120 square feet of New Retail Space on the Property; and/or (v) the Development of a Village Park that is less than two and a half (2.5) acres in size. provided, however, that a minor change to the orientation, location, and/or building footprint of a structure within the boundaries of the same legal lot shall not be deemed to be a Major Project Modification. Notwithstanding anything herein to the contrary, Major Project Modifications may be granted, denied, or conditionally approved by the City acting in its sole and absolute discretion.

1.51 Milestones. "Milestones" means the outside dates by which specified obligations of Owner under this Development Agreement are required to have been performed, all as more specifically described in **Exhibit D** attached hereto.

1.52 Ministerial Action(s), Ministerial Approval(s), or Ministerial Permit(s). "Ministerial Action(s)", "Ministerial Approval(s)", and "Ministerial Permit(s)" means a permit approval or clearance in conformance with the Existing Land Use Regulations, including, without limitation, conformance maps for tentative maps, determinations of compliance with the Project conditions of approval of the Development Approvals, grading plans, improvement plans, buildings plans and specifications, and ministerial issuance of one or more Final Maps, zoning clearances, grading permits, improvement permits, wall permits, building permits, demolition permits, Lot Line Adjustments, encroachment permits, temporary use permits, and certificates of use and occupancy as necessary for completion of the Development of the Property in accordance with the Development Plan, as distinguished from an activity which is defined herein as a Discretionary Action, Discretionary Approval, or Discretionary Permit.

1.53 Mitigation Fee Act. "Mitigation Fee Act" shall mean California Government Code Section 66000 et. seq., as it may be amended from time to time.

1.54 Mitigation Monitoring Program. "Mitigation Monitoring Program" means those portions of the Mitigation Monitoring and Reporting Program adopted by the City Council on July 14, 2009, in conjunction with certification of the Program Environmental Impact Report prepared in connection with the 2009 Comprehensive Update of the City's General Plan ("PEIR") and as made applicable to the Five Lagunas Project.

1.55 Mortgage. "Mortgage" means a mortgage, deed of trust or sale and leaseback arrangement or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security.

1.56 Mortgagee. "Mortgagee" means the holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

1.57 Multifamily Building. Shall mean each of the proposed buildings shown on the Site Plan as "Lot 23 Central Residential," "Lot 24 South Residential," and "Lot 9 & 10 North Residential."

1.58 New Retail or Retail. "New Retail" or "Retail" means new retail square footage, including restaurants, to be Developed on the Property, and which does not include the existing approximately 10,125 square foot building identified on the Site Plan as "(E) Restaurant" and the approximately 12,970 square foot building identified on the Site Plan as "(E) Restaurant."

1.59 Original Development Agreement Date. The "Original Development Agreement Date" means April 22, 2022.

1.60 Owner. "Owner" is MGP FUND X Laguna Hills, LLC and any person or entity with which or into which MGP FUND X Laguna Hills, LLC may merge, and any person or entity who may acquire substantially all of the assets of MGP FUND X Laguna Hills, LLC and any person or entity who receives any of the rights or obligations under this Development Agreement in accordance with the provisions of Section 21 (Assignment) of this Development Agreement. Notwithstanding anything herein to the contrary, neither the Affordable Housing Developer nor any owner of the Affordable Senior Housing Lot shall be deemed an Owner for purposes this Development Agreement except as to those obligations relating to development of the Affordable Senior Housing Project. It being the intent of the parties to allow the Development of the Affordable Housing Project to be developed independently of the obligations of the Owner with respect to the remainder of the Project, neither the Affordable Housing Developer nor the Affordable Senior Housing Lot shall be responsible for or subject to any obligation, fee, exaction, assessment, public benefit requirement, public improvement obligation, infrastructure obligation, Community Benefit Fee, Development Fee, CFD obligation, park obligation, public art obligation, or similar requirement arising from or attributable to any portion of the Project other than the Affordable Senior Housing Project; provided, however, that the foregoing shall not limit the obligation to develop and complete the Affordable Senior Housing Project or any infrastructure, improvements, fees, or obligations solely attributable to, required for, or serving the Affordable Senior Housing Project.

1.61 Owner’s Public Art Obligation. "Owner’s Public Art Obligation" shall have the meaning ascribed in Section 7.4 of this Development Agreement.

1.62 Pad(s). "Pad(s)" means one or more of the pads shown as Pad 1 through Pad 8, inclusive, proposed for retail uses, including restaurants.

1.63 Pad Lease. A "Pad Lease" means a lease agreement between Owner and Retail Lessor, pursuant to which there is an obligation to construct and operate a retail venture on the Pad.

1.64 Partial Assignment and Assumption Agreement. "Partial Assignment and Assumption Agreement" is defined in Section 21.1.

1.65 Parties; Party. "Parties" means the Owner and the City. A "Party" refers to either the Owner or the City.

1.66 Phase One. "Phase One" means the Development of the portions of the Project described in Subsection 5.4.1 of this Development Agreement.

1.67 Phase One Required Improvements. "Phase One Required Improvements" means: (i) "Anchor 1", "Anchor 2", and "Shops A", each as shown on the Site Plan; (ii) Hotel 1; and (iii) the Affordable Senior Housing Project; and (iv) Completion of Construction of all required streets, utilities and landscaping required to serve, or proximate to, the aforementioned improvements.

1.68 Phase One Elective Improvements. "Phase One Elective Improvements" means: all Residential Units located north of Health Center Drive, as shown on the Site Plan, including Owner's option to substitute up to sixty (60) Attached for-Sale Residential Units or Detached For-Sale Residential Units along with Shops B and Shops C as stand-alone retail buildings in the same general location and size as depicted on the Site Plan in lieu of the construction of the building identified on the Site Plan as Lot 9 & 10 North Residential as further described in Subsection 5.4.1(C). Any building(s) constructed on Lot 9 & 10 North Residential, whether a Multifamily Building or, upon Owner's election pursuant to Subsection 5.4.1(C), as Attached for-Sale Residential Units, must be a minimum height of three stories.

1.69 Phase Two. "Phase Two" means the Development of the portions of the Project described in Subsection 5.4.2 of this Development Agreement.

1.70 Phase Two Required Improvements. "Phase Two Required Improvements" means: (i) Village Park, (ii) the Pads, (iii) Shops B and Shops C, each as shown on the Site Plan, (iv) Hotel 2; and (v) Completion of Construction of all streets, utilities, and landscaping required to serve, or proximate to, the aforementioned improvements.

1.71 Phase Two Elective Improvements. "Phase Two Elective Improvements" means the Multifamily Building shown on "Lot 23 Central Residential," and "Lot 24 South Residential" or any other multi-family building that may be later proposed, and all Residential Units located south of Health Center Drive, as shown on the Site Plan. The foregoing does not include "Lot 9 & 10 North Residential" as shown on the Site Plan.

1.72 Project Trip Budget Allocation. "Project Trip Budget Allocation" means the total aggregate net change in AM and PM peak hour vehicle trips anticipated to be generated as a result of full development of the 2026 Project, as determined by the Traffic Impact Analysis and in accordance with Section 5.6. As set forth in the Traffic Impact Analysis, as of the Development Agreement Date, the 2026 Project is anticipated to generate 250 fewer total daily AM peak hour vehicle trips and 1,169 fewer total daily PM peak hour vehicle trips than the 2022 Project.

1.73 Property. The "Property" means the real property described and depicted in **Exhibit A**.

1.74 Public Art. "Public Art" has the meaning ascribed to this term in the "Public Art" provisions of Section V, at pages 39-40, of the Specific Plan. As specified in the Specific Plan, Public Art includes, but is not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources.

1.75 Qualified Hotel Consultant. "Qualified Hotel Consultant" means HVS or another hotel consultant, mutually agreed upon by the Parties, qualified to determine whether market conditions support the operation of an Upscale quality Hotel.

1.76 Quality Tenant. "Quality Tenant" means, with respect to Anchor 1 or Anchor 2, as applicable: (i) a grocery store chain of quality similar to Pavilions, Whole Foods Market, Sprouts Farmers Market, Bristol Farms, or Gelson's; or (ii) a retail chain of similar quality to Nordstrom Rack, HomeGoods, Saks OFF 5TH, or Bloomingdale's The Outlet Store.

1.77 Quimby Act. "Quimby Act" shall mean California Government Code Section 66477, as it may be amended from time to time.

1.78 Required Improvements. "Required Improvements" means the Phase One Required Improvements and the Phase Two Required Improvements.

1.79 Residential Building(s). "Residential Building(s)" means a Multifamily Building, an Attached For-Sale Residential Unit, or a Detached For-Sale Residential Unit, as applicable.

1.80 Residential Unit. "Residential Unit" means any separate residential domicile eligible for sale or lease on the Property, including a Detached For-Sale Residential Unit, any apartment or condominium unit located within a Multifamily Building, or any Attached For-Sale Residential Unit, and specifically excluding the Affordable Units.

1.81 Restricted Income Households. "Restricted Income Households" means a household for which Gross Rent is not more than a rate of 30% of the imputed income limitation applicable to the Affordable Unit occupied by such household pursuant to Internal Revenue Code Section 42(g)(2)(C) and applicable TCAC requirements.

1.82 Restricted Income Units. "Restricted Income Units" means Affordable Units that have an affordability level of not more than 70% of Area Median Income.

1.83 Retail Buildings. "Retail Buildings" means the commercial structures intended to house any commercial use permitted within the Specific Plan (see Table 1, Land Use Matrix), including conditionally permitted uses, authorized to be Developed pursuant to the Development Approvals. The approximate size and location of the Retail Buildings are depicted on the Site Plan as "Retail," "Shops," "Anchor," "Pad," "(E) Restaurant," and "(E) Building."

1.84 Retail Lease. "Retail Lease(s)" means a lease with a Quality Tenant which includes an obligation to Complete Construction of Anchor 1 or Anchor 2, as applicable, and operate the applicable improvements under the Retail Lessee brand.

1.85 Retail Lessee. "Retail Lessee" means any operator and lessee of a retail or restaurant establishment.

1.86 Senior(s). "Senior(s)" means an individual(s) that is(are) fifty-five (55) years of age or older.

1.87 Specific Plan. "Specific Plan" means the Urban Village Specific Plan approved by the City Council on November 26, 2002, as amended by the City Council in 2011 and concurrently with approval of this Development Agreement.

1.88 Site Plan. "Site Plan" refers to the drawing attached hereto as Exhibit C.

1.89 Specific Plan Area Trip Budget Allocation. "Specific Plan Area Trip Budget Allocation" means the then current number of remaining AM and PM peak hour vehicle trips available to accommodate future new development in the Specific Plan area as calculated by the City in accordance with the vehicle trip budget debiting process contemplated by the General Plan and the Specific Plan.

1.90 Subsequent Development Approvals. "Subsequent Development Approvals" means all Ministerial Actions, Ministerial Approvals, Ministerial Permits, Discretionary Actions, Discretionary Approvals, and Discretionary Permits, which do not constitute Major Project Modifications, that are approved, granted, or issued for the Project after the Development Agreement Date, which are required or permitted by the Existing Land Use Regulations, or by the Subsequent Land Use Regulations to which Owner has consented in writing (which consent shall be in Owner’s sole and absolute discretion), the Development Approvals, and this Development Agreement. Subsequent Development Approvals include, without limitation: (i) one or more Lot Line Adjustments; (ii) Final Maps; (iii) grading, building and other similar permits necessary to implement the Development Approvals (including, but not limited to, permits for tenant improvement buildouts); (iv) design, landscaping, lighting, or similar plans expressly contemplated or required by the conditions of approval to the Development Approvals; (v) design approvals, site plans, site development permits, or similar Discretionary Approvals necessary for the Development of the Village Park, Retail Buildings, Hotels, Townhomes, Detached For-Sale Residential Units, Multifamily Buildings, and/or associated infrastructure and parking facilities in the locations authorized by the Development Approvals; (vi) conditional use permits; (vii) parking use permits; (viii) master sign programs; and (ix) amendments to the Development Approvals that do not constitute Major Project Modifications.

1.91 Subsequent Land Use Regulations. "Subsequent Land Use Regulations" means any change in or addition to the Existing Land Use Regulations adopted or becoming effective after the Development Agreement Date, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other

board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, or changes in state law, which would, absent this Development Agreement, otherwise be applicable to the Project.

1.92 Term. "Term" is defined in Section 2 of this Development Agreement.

1.93 Third Party Challenge. "Third Party Challenge" shall have the meaning ascribed in Subsection 22.1.1(D) of this Development Agreement.

1.94 Traffic Impact Analysis. "Traffic Impact Analysis" means the traffic impact analysis dated September 1, 2020, as updated on April 30, 2026, prepared by Linscott, Law & Greenspan, Engineers pursuant to the Specific Plan, which analyzes the anticipated traffic impacts of the Project and calculates the change in AM and PM peak hour vehicle trips that will be generated by the Project. Pursuant to the Traffic Impact Analysis, the estimated total AM and PM peak hour vehicle trips that will be generated by the Project are calculated utilizing the trip generation rates set forth in the 10th Edition of *Trip Generation*, published by the Institute of Transportation Engineers (ITE).

1.95 Twenty Year Period. "Twenty Year Period" means the period commencing on the Original Development Agreement Date and terminating on end of the day of the twentieth anniversary of the Development Agreement Date.

1.96 Uniform Codes. "Uniform Codes" means codes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by the City, if applicable City-wide.

1.97 Units. “Units” means Residential Units and Affordable Units.

1.98 Updated Hotel Feasibility Study. "Updated Hotel Feasibility Study" is defined in Subsection 5.4.6.

1.99 Upscale. "Upscale" means hotel brands classified as "Upscale," on the chain scale hotel classification list for North America published by Smith Travel Research as the then current version, or another similar list mutually acceptable to the City and the Owner. By way of example only, hotel brands currently listed as "Upscale" by Smith Travel Research include, but are not limited to, Courtyard by Marriott, Residence Inn, Radisson, and Doubletree.

1.100 Veteran(s). "Veteran(s)" means an individual(s) that is/are a United States armed forces veteran(s).

1.101 Village Park. "Village Park" means a publicly accessible, privately-owned park, inclusive of communal open space improvements and related pathways, features, equipment, and infrastructure authorized and required to be Developed by the Development Approvals. The approximate location of the Village Park is depicted on the Site Plan. The Village Park shall

include, among other amenities, an iconic statement piece subject to the approval of the Community Development Director.

1.102 Zoning Code. "Zoning Code" refers to Title 9 of the Laguna Hills Municipal Code.

SECTION 2 TERM

2.1 Duration of Term. The term ("Term") of this Development Agreement shall be that period of time during which this Development Agreement shall be in effect and bind the Parties hereto. The Term shall commence on the Development Agreement Date and shall extend for an initial period of fifteen (15) years thereafter, terminating at the end of the day on the fifteenth (15th) anniversary of the Development Agreement Date, subject to the mandatory extension provisions of Section 2.2, the termination provisions of Sections 2.3, 2.4, and 10.6, the mutual cancellation provisions of Section 17, the periodic review provisions of Section 18, the Default provisions of Section 19, and the excusable delay tolling provisions of Section 22.1, respectively, of this Development Agreement.

2.2 Extension of Term. The Term of this Development Agreement shall be automatically extended an additional five (5) years if, and only if, prior to expiration of the initial Term, as defined in Section 2.1, Owner has Completed Construction of all required portions of Phase Two Required Improvements. Notwithstanding the foregoing, the Parties may mutually agree to extend the Term of the Development Agreement, regardless of whether the mandatory extension provisions of this Section 2.2 are applicable.

2.3 Termination Due to Judicial Order. Subject to Section 22.3, this Development Agreement shall terminate and be of no further force and effect upon the occurrence of the entry of a final judgment or issuance of a final order, after all appeals have been exhausted, directed to City as a result of any lawsuit filed against City to set aside, withdraw or abrogate the approval of the City Council of this Development Agreement.

2.4 Automatic Termination upon Completion of 2026 Project. If not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement shall automatically terminate and be of no further force and effect upon Completion of Construction of the 2026 Project pursuant to the terms of this Development Agreement and any further amendments thereto and the issuance of all occupancy permits and acceptance by City of all dedications and improvements as required by the Development of the 2026 Project.

2.5 Effect of Expiration of Term Prior to Completion of 2026 Project. Except as otherwise expressly provided in Section 5 or any other provision of this Development Agreement, if not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement and the life of all Development Approvals, Subsequent Development Approvals, and Major Project Modifications shall automatically terminate and be of no further force and effect upon expiration of the Term, regardless of whether the 2026 Project has been completed, and Owner’s rights to proceed with Development of the 2026 Project pursuant to this Development Agreement shall also

automatically terminate and be of no further force and effect. This Section 2.5 shall not be construed to automatically terminate (i) Owner's right, pursuant to Section 5 of this Development Agreement, to Complete Construction of structures it has Commenced Construction of prior to expiration of the Term, or (ii) Owner's rights under applicable law to continue to use any structure or portion of the 2026 Project that Owner Completes Construction of pursuant to this Development Agreement.

SECTION 3 BINDING COVENANTS

The provisions of this Development Agreement, to the extent permitted by law, shall constitute covenants which shall run with the Property for the benefit thereof, and the benefits and burdens of this Development Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties hereto.

SECTION 4 EFFECT OF AGREEMENT

As a material part of the consideration of this Development Agreement, unless otherwise provided in the Development Approvals or in this Development Agreement, the Parties agree that the Existing Land Use Regulations shall be applicable to Development of the Project. In connection with all Subsequent Development Approvals that are Discretionary Actions, Discretionary Approvals, or Discretionary Permits, which City takes or has the right to take under this Development Agreement relating to the Project, including any review, approval, renewal, conditional approval or denial, City shall exercise its discretion or take action in a manner which complies and is consistent with the Existing Land Use Regulations (as same may be modified in accordance with this Development Agreement) and such other standards, terms and conditions expressly contained in this Development Agreement. City shall accept and timely process, in the normal manner for processing such matters as may then be applicable, all applications for Subsequent Development Approvals requested by Owner with respect to the Project called for or required under this Development Agreement.

SECTION 5 DEVELOPMENT OF PROJECT

5.1 Rights to Develop; Owner Applications for Limited Density Increase.

5.1.1 Rights to Develop. Subject to and during the Term of this Development Agreement, including Section 10 (Fees), Section 12 (Future Approvals) and Section 16 (Reserved Authority), Owner shall have a vested right to Develop the 2026 Project in accordance with, and to the extent of, the Development Plan. No Subsequent Land Use Regulation shall apply to Development of the 2026 Project, or shall delay, hinder, or impede the purpose or the effect of this vested right or apply to Development of the 2026 Project, except as specifically permitted by this Development Agreement or agreed to in writing by Owner. Subject to Section 12.1, the 2026 Project shall remain subject to all Subsequent Development Approvals required to complete the 2026 Project as contemplated by the Development Plan. Except as otherwise provided herein, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes shall be those set forth in the Development Plan. Notwithstanding the foregoing, while this Development Agreement is in effect, Owner waives any right Owner may

have to a density bonus under Government Code Section 65915 through 65918 or the Zoning Code, as they may be amended from time to time. Densities vested hereunder include all densities available as density bonuses under the Zoning Code and Government Code Section 65915 through 65918. In addition, while this Development Agreement is in effect, Owner waives any right Owner may have to approval by the City of any Major Project Modification under California law or the Zoning Code and agrees that the City shall have sole and absolute discretion in determining whether to approve, conditionally approve, or deny any Major Project Modification requested by Owner.

5.1.2 Owner Applications for Limited Density Increases. During the Term of this Agreement Owner may submit one or more applications to the Director to modify buildings shown on the Site Plan for the purpose of adding additional Residential Units provided that the total number of Units in the Project overall does not exceed 1,500. The Director will review any such application in his or her discretion and may approve the application administratively, which approval may include waiver of any development standard to accommodate the replanned Residential Units, provided that proposed modifications to the Site Plan do not result in: (i) any reductions in required parking; (ii) alterations of streets depicted in the Development Approvals; (iii) reductions in open space or (iv) increases in maximum build height as prescribed in the Specific Plan. Modifications to the Site Plan approved pursuant to this Section 5.1.2 shall not be deemed Major Project Modifications for purposes of this Agreement.

5.2 Vesting of Rights of Developer. The City agrees that the right to Develop the 2026 Project consistent with the Development Plan is vested in Owner by this Development Agreement. Owner's right to develop the 2026 Project consistent with the Development Plan shall be vested in accordance with this Development Agreement and the Development Agreement Statute. Notwithstanding the foregoing, Owner shall have no vested right to Develop the 2026 Project in accordance with any Major Project Modification until and unless such Major Project Modification is approved by the City, in its sole and absolute discretion, and is expressly incorporated into the Development Plan.

5.3 Effect of Development Agreement on Land Use Regulations. Except as otherwise provided in the Development Approvals or under the terms of this Development Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to Development of the 2026 Project, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations to which Owner has consented in writing in Owner's sole and absolute discretion, subject to the terms of this Development Agreement.

5.4 Timing of Development. For purposes of this Development Agreement, the components of the Project required or authorized to be Developed within specified time periods are described by reference to "Phase One" and "Phase Two." Owner expressly understands and agrees that its commitment to satisfy the Milestones and to Commence and Complete Construction of the Phase One Required Improvements and Phase Two Required Improvements pursuant to this Section 5.4 is a material inducement to City's approval of this Development Agreement.

5.4.1 Phase One. Except as otherwise expressly provided herein, Owner shall be subject to the following provisions pertaining to the scope and timing of Development of Phase One.

(A) Commencement of Phase One Required Improvements. Except as otherwise expressly provided herein, Owner shall have Commenced Construction of the Phase One Required Improvements on or before the date that is four (4) years from the Development Agreement Date (**Exhibit D**, Milestone Six).

(B) Commencement of Phase One Elective Improvements. Provided that Owner is not in Default or Breach and is otherwise in compliance with this Development Agreement, and upon (i) the Commencement of Construction of the Phase One Required Improvements and (ii) Owner's execution of an Affordable Housing PSA with the Affordable Housing Developer, Owner shall be entitled to Commence Construction of any of the Phase One Elective Improvements.

(C) Substitution for Lot 9 & 10 North Residential. At Owner's election, and as part of the Phase Two Elective Improvements, Owner may submit to City applications to modify the Development Approvals to substitute up to sixty Attached For-Sale Residential Units or Detached For-Sale Residential Units in lieu of the construction of the building identified on the Site Plan as Lot 9 & 10 North Residential, provided that the buildings are not less than three (3) stories. Such a modification shall not be deemed a Major Project Modification as described in Section 1.5 provided that if Owner proposes to remove Shops B or Shops C (as shown on the Site Plan), Owner's revised site plan shall provide for an equivalent amount of New Retail fronting on Village Drive. The Community Development Director shall review corresponding modifications to the Site Development Permit and Precise Plan and approve the same administratively provided that: (i) the amendments are consistent with this Subsection 5.4.1(C); (ii) amendments do not require preparation of a subsequent or supplemental environmental impact report pursuant to CEQA; and (iii) associated traffic and parking analyses demonstrate that the Project as modified will maintain consistency with the Specific Plan Trip Budget Allocation and relevant Zoning Code parking ratios, as applicable.

(D) Completion of Phase One Required Improvements. Except as otherwise expressly provided herein, Owner shall have Completed Construction of the Phase One Required Improvements by the earlier of (i) two (2) years following Commencement of Construction, or (ii) on or before the date that is five (5) years from the Development Agreement Date (**Exhibit D**, Milestone Seven); provided, however, that with respect to the Affordable Housing Project, Owner shall Complete Construction of the Affordable Housing Project within three (3) years following Commencement of Construction of the Affordable Housing Project, regardless of when construction of other Phase One Required Improvements commenced. In addition, the five (5)-year outside deadline shall not apply to the Affordable Housing Project if Commencement of Construction of the Affordable Housing Project has occurred on or before such deadline and Owner thereafter diligently prosecutes construction to completion, with no reasonable basis to conclude that the Affordable Housing Project will not achieve Completion of Construction within such three (3)-year period.

5.4.2 Phase Two. Except as otherwise expressly provided herein, Owner shall be subject to the following provisions pertaining to the scope and timing of Development of Phase Two.

(A) Commencement of Phase Two Required Improvements. Owner shall be entitled to Commence Construction of the Phase Two Required Improvements at any time during the Term.

(B) Commencement of Phase Two Elective Improvements. Provided that Owner is not in Default or Breach and is otherwise in compliance with this Development Agreement, and upon Commencement of Construction of: (i) the Phase Two Required Improvements; (ii) both Hotels; and (iii) the Affordable Senior Housing Project, Owner shall be entitled to Commence Construction of any of the Phase Two Elective Improvements; provided, however, that Owner shall Commence Construction of Lot 9 & 10 North Residential, whether Developed as a Multifamily Building or as Attached For-Sale Residential Units upon Owner's election pursuant to Subsection 5.4.1(D), prior to the Commencement of Construction of the Multifamily Building Lot 24 South Residential if Owner elects to Develop any of the foregoing. If at the time Pad 4 retail is otherwise required to be delivered to enable Commencement of Phase Two Elective Improvements there is a condemnation proceeding initiated (as evidenced by the agency making a good-faith offer to purchase the property) that includes all or part of Pad 4, Phase Two Elective Improvements may proceed notwithstanding that Pad 4 improvements have not Commenced provided that Owner is using commercially reasonable best efforts to relocate the Pad 4 retail square footage pursuant to Section 12.4.

5.4.3 Right and Obligation to Complete Development. Owner shall have the right and obligation to Complete Construction of the Senior Affordable Housing Project until the Senior Affordable Housing Lot is conveyed to the Housing Developer, at which time the Affordable Housing Developer shall be responsible for Completion of Construction of the Senior Affordable Housing Project, and of each Hotel, Retail Building, Multifamily Building, Attached For-Sale Residential Units, or Detached For-Sale Residential Unit has Commenced Construction of prior to expiration of the Term pursuant to this Section 5.4.3 provided Owner continues to diligently Develop such Hotel, Retail Building, Multifamily Building, Attached For-Sale Residential Units, or Detached For-Sale Residential Units to completion and no applicable Ministerial Approvals or Ministerial Permits for such use, structure, or building are revoked or expire.

5.4.4 Owner's Discretion in Timing of Development. The Parties acknowledge that Owner cannot at this time predict when or the precise rate at which the Property shall be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand and other similar factors. The California Supreme Court held in *Pardee Construction v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a latter-enacted initiative restricting the timing of development to prevail over such parties' agreement. It is the Parties' intent to cure that deficiency by expressly addressing the timing of Development. Except as expressly set forth in the Development Plan, including, without limitation, this Development Agreement and, in particular, the development obligations as to Phase One Required Improvements as conditions precedent to the Development of Phase One Elective

Improvements and the development obligations as to Phase Two Required Improvements as conditions precedent to Development of Phase Two Elective Improvements as set forth in Section 5.4, regardless of any future enactment, whether by initiative or otherwise, Owner shall have the vested right to Develop the various components of the Project in such order, at such rate, and at such times as Owner deems appropriate within the exercise of its subjective business judgment.

5.4.5 Owner's Obligation to Keep City Informed of Development Status. In addition to Owner's obligation to submit information to the City pursuant to Section 18.2 of this Development Agreement, within thirty (30) days of receipt of written request of the City, Owner shall: (i) inform the City in writing regarding the status of, anticipated timeframe for, and actual or potential constraints to Development of the various components of the 2026 Project; (ii) inform the City in writing regarding Owner's actual or intended efforts to reach an agreement with hotel operators for the development and operation of the Hotels and (iii) afford the City the opportunity to provide input to the Owner regarding the foregoing.

5.4.6 Construction of Hotels; Excusable Delay re Hotel. Notwithstanding anything herein to the contrary, Commencement of Construction of Hotel 1 shall occur prior to the Commencement of Construction of the Phase One Elective Improvements as set forth in Subsection 5.4.1(B); provided, however, that during any period in which an Excusable Delay re Hotel is established, Owner shall be permitted to Commence Construction of the Phase One Elective Improvements notwithstanding that Commencement of Construction of Hotel 1 has not yet occurred, provided all other conditions precedent to the Commencement of Phase One Elective Improvements have been satisfied. To demonstrate Excusable Delay re Hotel, Owner must provide City with a Hotel Feasibility Study prepared by a Qualified Hotel Consultant which determines that Hotel 1 is not feasible due to market conditions as of the date for which Owner claims Excusable Delay re Hotel ("Updated Hotel Feasibility Study"). Upon receipt of the Updated Hotel Feasibility Study, City shall engage an independent Qualified Hotel Consultant to evaluate the Updated Hotel Feasibility Study and to provide an additional opinion on feasibility. If the City's Qualified Hotel Consultant disagrees with the conclusions of the Updated Hotel Feasibility Study and determines that Hotel 1 is feasible, Owner and City will seek the opinion of a third Qualified Hotel Consultant, and Owner will be entitled to claim Excusable Delay re Hotel only if at least two out of the three Qualified Hotel Consultants determine that Hotel 1 is infeasible. In order for Owner to be entitled to continue to claim Excusable Delay re Hotel, the process described above for demonstrating the existence of Excusable Delay re Hotel shall be repeated at least once every eighteen (18) months following Owner's initial invocation of Excusable Delay re Hotel until either Commencement of Construction of Hotel 1 or termination of this Development Agreement. Excusable Delay re Hotel shall end, and Owner's obligation to Commence Construction of Hotel 1 shall recommence immediately, if (i) Owner fails to submit an Updated Hotel Feasibility Study within eighteen (18) months of the date of the immediately previous determination that Hotel 1 is infeasible, (ii) an Updated Hotel Feasibility Study concludes that Hotel 1 is feasible, or (iii) at least two out of the three Qualified Hotel Consultants do not determine that Hotel 1 is infeasible. Excusable Delay re Hotel shall not excuse Owner from its obligation to timely pay Community Benefit Fees described in Subsection 10.5.2.

5.5 Tentative Subdivision Map and Other Entitlement Extensions. In accordance with California Government Code Sections 65863.9 and 66452.6, the life of all tentative subdivision maps or tentative parcel maps, whether vesting or not, or any other Development Approvals, Subsequent Development Approvals, or Major Project Modifications, except for grading and building permits and certificates of occupancy, which may be approved by the City in connection with Development of the 2026 Project, is hereby extended to be coterminous with the Term of this Development Agreement. The Parties also agree that up to six (6) phased Final Maps may be processed and recorded. All tentative maps prepared for the 2026 Project shall comply with the provisions of Government Code Section 66473.7 to the extent applicable hereto.

5.6 Project Trip Budget Allocation. During the Term of this Development Agreement, the City shall adjust the number of A.M. and P.M. peak hour vehicle trips in the Specific Plan Area Trip Budget Allocation that are available for other future new development in the Specific Plan area in an amount equal to the Project Trip Budget Allocation. During the Term of this Development Agreement, the Project Trip Budget Allocation shall be automatically adjusted without the need to amend this Development Agreement, to account for future changes in the trip generation rates published in future editions of the ITE's Trip Generation Manual. Prior to issuance or approval of any permits or land use entitlements for the expansion or intensification of existing uses or the construction of new development in the Specific Plan area that would necessitate adjustment to the Specific Plan Area Trip Budget Allocation, the City Manager shall review the trip generation rates published in the then latest edition of the ITE's Trip Generation Manual and determine whether the Project Trip Budget Allocation should be automatically adjusted in accordance therewith. If the City Manager determines, in his or her reasonable discretion, that the Project Trip Budget Allocation should be automatically adjusted due to changes in the published trip generation rates, City shall make corresponding adjustments to the number of A.M. and P.M. peak hour vehicle trips in the Specific Plan Area Trip Budget Allocation available for other future new development in the Specific Plan area.

The purpose of this Section 5.6 is to ensure that sufficient peak hour vehicle trips remain in the Specific Plan Area Trip Budget Allocation during the Term of this Development Agreement to accommodate Development of the 2026 Project at the densities and intensities authorized by the Development Plan. The Parties expressly acknowledge and agree that this Section 5.6 and this Development Agreement shall not be interpreted to give Owner a vested right to a specific number of peak hour vehicle trips from the Specific Plan Area Trip Budget Allocation for the purpose of either expanding or limiting Owner's vested rights to Develop the 2026 Project at the densities and intensities authorized by the Development Plan in the event that the published trip generation rates in the ITE Trip Generation Manual change. The Parties further expressly acknowledge and agree that no adjustment to the Project Trip Budget Allocation by the City for any reason whatsoever after the Development Agreement Date (including, but not limited to, changes to applicable ITE trip generation rates, changes to surrounding projects' trip budget allocations, or other changed circumstances) shall operate to impede Developer's vested right to develop the 2026 Project, including but not limited to the full range of uses and intensities specified in the Development Approvals.

SECTION 6 ENFORCEMENT

Unless this Development Agreement is terminated or cancelled pursuant to the provisions of this Development Agreement, this Development Agreement or any amendment hereto, shall be enforceable by any Party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building ordinance adopted by City which alters or amends the rules, regulations or policies of Development of the Project as provided in this Development Agreement pursuant to Section 65865.4 of the Development Agreement Statute; provided, however, that the limitations of this Section shall not apply to changes mandated by State or Federal laws or other permissible changes or new regulations as more particularly set forth in Section 16 of this Development Agreement.

SECTION 7 PUBLIC BENEFITS

7.1 Payment of Community Benefit Fees. As material consideration for City's entering into this Development Agreement, Owner shall pay City nonrefundable Community Benefit Fees in accordance with Section 10.5 of this Development Agreement. Because Community Benefit Fees are an obligation arising from this Development Agreement, they are not subject to the Mitigation Fee Act or the Quimby Act.

7.2 Affordable Housing. Owner recognizes City's obligations under State law to facilitate the development of housing at various levels of affordability and the policy of the City stated in the General Plan Housing Element to coordinate with the private sector in the development of affordable housing. As material consideration for City's entering into this Development Agreement, Owner agrees to coordinate with the City in the provision of affordable housing by executing the Affordable Housing PSA and complying with Owner's obligations thereunder, and by recording a covenant against the Affordable Senior Housing Lot substantially similar to the Affordable Senior Housing Covenant (**Exhibit F)** concurrent with the close of escrow for the Affordable Housing PSA. Notwithstanding anything to the contrary herein, the Affordable Senior Housing Covenant shall be subject to such modifications as may be reasonably required by Affordable Housing Developer's tax credit investor, construction lender, permanent lender, bond issuer, HCD, CDLAC, TCAC, HUD, or other governmental funding source, provided such modifications do not reduce the minimum affordability obligations required by this Agreement. Upon conveyance of the Affordable Senior Housing Lot to Affordable Housing Developer and Commencement of Construction of the Affordable Senior Housing Project, the Affordable Senior Housing Lot shall be released from all obligations under this Development Agreement other than those expressly applicable to the Affordable Senior Housing Project.

This Agreement and the Affordable Senior Housing Covenant require construction of the Affordable Senior Housing Project on the Affordable Senior Housing Lot for use as affordable age-restricted housing for seniors. The Affordable Senior Housing Project will be constructed and serviced by utility stubs sufficient to accommodate at least two hundred 200 Affordable Units consistent with and subject to compliance with Affordable Housing Laws, including, but not limited to, the requirement to record necessary covenants against the affected real property. The Affordable Senior Housing Covenant also requires that one hundred percent (100%) of the Affordable Units be marketed, leased, and operated as age-restricted housing for Seniors as an

Affordable Senior Housing Project, subject to compliance with applicable law. The Affordable Senior Housing Covenant may also include additional preferences for Veterans, including Veterans of the City adopted 3rd Battalion, 5th Marines, and households that live or work within the City, in each case solely to the extent permitted by applicable fair housing laws, TCAC requirements, CDLAC requirements, HCD requirements, HUD requirements, and the requirements of any other applicable funding source, including applicable fair housing laws, TCAC requirements, CDLAC requirements, HCD requirements, and any requirements of Affordable Housing Developer's lenders, investors, or governmental funding sources.

Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the requirements and restrictions set forth in the Affordable Senior Housing Covenant, and Owner covenants that it shall not enter into any agreement that is inconsistent with such requirements and restrictions without the express written consent of the City. The provisions of the Affordable Senior Housing Covenant shall be senior, non-subordinate covenants and an encumbrance running with the land for the full Term of this Agreement. In no event shall the provisions of the Affordable Senior Housing Covenant be made junior or subordinate to any deed of trust or other documents providing financing for Development or operation of the 2026 Project, or any lien or encumbrance whatsoever for the entire Term of this Development Agreement. Nor shall the provisions of the Affordable Senior Housing Covenant be made junior or subordinate to any extension, amendment, or modification of any lien recorded against the Property prior to the Development Agreement Date.

Notwithstanding anything herein to the contrary, the Affordable Housing Developer is not a party to this Development Agreement and shall not be deemed to have assumed or be responsible for any obligations imposed upon Owner under this Development Agreement except as expressly set forth in the Affordable Senior Housing Covenant or a separate written agreement executed by the Affordable Housing Developer.

7.3 Provision of the Village Park Improvements. In accordance with the Development Plan, Owner shall Complete Construction of the Village Park in Phase Two of the 2026 Project pursuant to Subsection 5.4.2 of this Development Agreement. Although the Village Park will be available for public access and will be publicly accessible, the Village Park shall be privately owned, operated, and maintained by Owner. The Covenant Agreement shall contain a provision requiring the Village Park to be accessible and usable by the public, subject to reasonable limitations on public access to address, among other things, public safety, the security of users of the Village Park, reasonable late-night and after-hours restrictions, noise levels or occasional private events which provision shall be made enforceable by the City.

7.4 Provision of Public Art and Payment of Public Art In-Lieu Fees. Owner shall furnish Public Art in connection with the 2026 Project, and/or pay a Public Art In-lieu Fee, pursuant to the terms of this Development Agreement ("Owner's Public Art Obligation"). Pursuant to the Specific Plan, the minimum aggregate value of Owner's Public Art Obligation shall be one-half percent (0.5%) of the total aggregate construction costs of the 2026 Project, which shall be based on the valuation as determined by the City's Community Development Director and indicated on the building applications submitted in order to obtain permits for construction of the 2026 Project. The Parties agree that (a) Six Hundred Fifty Thousand Dollars ($650,000) of Owner's Public Art Obligation shall be satisfied by the Three Hundred Thousand

Dollar ($300,000) credit and Three Hundred Fifty Thousand Dollar ($350,000) nonrefundable advance described in Section 10.4 of this Development Agreement, and (b) that portion of Owner's Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) must be satisfied through the provision of actual Public Art on the Property by Owner, as approved by the City, and may not be satisfied through contribution to the City's Public Art In-Lieu Fund. Allowable expenses, construction and material standards, and general location restrictions for all Public Art shall be as set forth in the "Public Art" provisions of Section V, and pages 39-40, of the Specific Plan. The Parties understand and agree that the City shall have the right to approve, in advance, the proposed type, size, art medium, location, and content of all Public Art. The procedures, timing, and requirements for preparation, submittal, review, and approval of plans and specifications for all Public Art shall be as specified in **Exhibit H** attached hereto.

7.5 Provision of Public Improvements. Owner shall pay for and/or construct and install, and where required, maintain, the public improvements required by the Development Approvals, the Existing Land Use Regulations, this Development Agreement, and the Specific Plan to support the 2026 Project as specified in the Development Approvals.

7.6 Provision of Private Infrastructure Improvements On and Within the Property. To the extent required by, and in accordance with timing and phasing conditions of, the Development Approvals, Subsequent Development Approvals, and Major Project Modifications (including, but not limited to the District Sequencing Plan reflected in the conditions of approval to the Development Approvals), Owner shall complete construction and installation of all private infrastructure improvements on or within the Property, including, but not limited to the following: streets; sidewalks and pedestrian walkways; bicycle lanes and pathways; private bus access improvements; street furniture; pet waste stations; parking improvements; lighting; landscaping; directional signage; entry monuments and features; storm drain lines; debris gates and full capture trash screens for all private catch basin inlets; low impact development, hydromodification, and other structural BMPs described in the approved Water Quality Management Plan for the 2026 Project; infrastructure improvements that create coordinated and compatible linkages between the Property and the adjacent Oakbrook Village Shopping Center, including, but not limited to, bicycle and pedestrian connections at the existing vehicular connection between the two properties and a pedestrian walkway that connects the Oakbrook Village property with the Laguna Hills Transportation Center; and other private infrastructure improvements required by the Development Approvals and/or any Subsequent Development Approvals or Major Project Modifications. Although certain private streets, sidewalks, bus stops, street furniture, pedestrian pathways, bicycle lanes and pathways, parking areas, and other developed portions of the Property will be available for public access and will be publicly accessible, all such areas of the Property shall be privately owned, operated, and maintained by Owner. The Covenant Agreement shall contain a provision expressly making the areas described in the previous sentence available for public access, subject to reasonable limitations to public access to address, among other things, public safety, the security of users of the area, reasonable late night and after-hours restrictions, noise levels, or occasional private events, which provision shall be expressly made enforceable by the City.

SECTION 8 PUBLIC IMPROVEMENTS AND SERVICES

8.1 Public Improvements Required to Support the 2026 Project. As material consideration for City's entering into this Development Agreement, Owner shall pay for and/or undertake the construction and installation of, public improvements required by the Development Approvals, the Existing Land Use Regulations, this Development Agreement, and the Specific Plan to support the 2026 Project as specified in **Exhibit E**. **Exhibit E** constitutes a complete list of all required public improvements for the 2026 Project, unless the 2026 Project is modified, requiring the modification of **Exhibit E**.

8.2 Cooperation by City and Owner for Public Improvements. The required public improvements shall be designed and constructed in phases as required to service the 2026 Project or as otherwise required by the 2026 Project conditions of approval and/or this Development Agreement. Owner shall design and construct these public improvements in accordance with all applicable federal, state and City laws, ordinances, regulations, codes, standards, and other applicable requirements. These improvements shall be subject to City's approval and acceptance. City shall cooperate with Owner for the purpose of coordinating all public improvements constructed under the Development Approvals, Subsequent Development Approvals, Major Project Modifications, or this Development Agreement to existing or newly constructed public improvements, whether located within or outside of the Property. Owner shall be responsible for and use good faith efforts to acquire any right(s)-of-way necessary to construct the public improvements required by, or otherwise necessary to comply with the conditions of, this Development Agreement, the Development Approvals, any Subsequent Development Approvals, and/or any Major Project Modifications. Should it become necessary due to Owner's failure or inability to acquire said right(s)-of-way within four (4) months after Owner begins its efforts to so acquire said right(s)-of-way, City shall negotiate the purchase of the necessary right(s)-of-way to construct the public improvements as required by, or otherwise necessary to comply with the conditions of, this Development Agreement and, if necessary in accordance with the procedures established by State law, and the limitations hereinafter set forth in this Section, City may use its powers of eminent domain to condemn said required right(s)-of-way. Owner agrees to pay for all costs associated with said acquisition and condemnation proceedings. If City cannot make the proper findings or elects not to exercise its discretion to adopt a resolution of necessity, or if for some other reason under the condemnation laws City is prevented from acquiring the necessary right(s)-of-way to enable Owner to construct the public improvements required by, or otherwise necessary to comply with the conditions of, this Development Agreement, then the Parties agree to amend this Development Agreement to modify Owner's obligations accordingly. Any such required modification shall involve the substitution of other considerations or obligations by Owner (of similar value) as are negotiated in good faith between the Parties. Nothing contained in this Section shall be deemed to constitute a determination or resolution of necessity by City to initiate condemnation proceedings.

8.3 Timing, Phasing and Sequence of Public Improvements and Facilities. The timing, phasing and sequence of the construction of public improvements, facilities or the payment of fees therefore shall be constructed or paid in accordance with the timing, phasing and sequence set forth in the Development Plan.

8.4 Maintenance of Public Improvements. City shall not be responsible or liable for the maintenance or care of public improvements, intended to be dedicated to the City, until City approves and accepts them. City shall exercise no control over the public improvements until accepted. Any use by any person of the public improvements, or any portion thereof, shall be at the sole and exclusive risk of the Owner at all times prior to City's acceptance of the public improvements. Owner shall maintain all the public improvements in a state of good repair until they are completed by Owner and approved and accepted by City. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the public improvements or their condition prior to acceptance. Approval and acceptance of public improvements shall not be unreasonably withheld by the City. Notwithstanding the foregoing, to the extent the Development Approvals, Subsequent Development Approvals, and Major Project Modifications require Owner to maintain public improvements after acceptance by the City, Owner shall be responsible and liable for the maintenance and care of such public improvements to the standards specified therein. If Owner fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Owner under this Development Agreement.

8.5 Acceptance of Improvements; As-Built or Record Drawings. If the public improvements are properly completed by Owner and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City shall accept the public improvements. Prior to the total or partial acceptance of the public improvements by City, Owner shall file with the Recorder's Office of the County of Orange a notice of completion for the accepted public improvements in accordance with California Civil Code section 8182, at which time the accepted public improvements shall become the sole and exclusive property of City without payment therefore. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any public improvements. Notwithstanding the foregoing, City may not accept any public improvements unless and until Owner provides the required sets of "as built" or record drawings or plans to the City for review and approval for all such public improvements. The drawings shall be certified and shall reflect the condition of the public improvements as constructed, with all changes incorporated therein.

SECTION 9 DEDICATIONS AND EXACTIONS

9.1 Dedications In Conjunction With Public Improvements. Right-of-way or property for required public improvements shall be irrevocably offered for dedication as required by the Development Approvals, Subsequent Development Approvals, or Major Project Modifications. These dedications shall be in fee or as an easement at the discretion of City. The City may accept the Owner's offer of dedication upon Owner's completion and acceptance by City of the associated improvements in compliance with the specifications as approved by City. Nothing contained in this Development Agreement, however, shall be deemed to preclude City from exercising the power of eminent domain with respect to the Property or the 2026 Project, or any part thereof.

9.2 Dedication for Enhanced Parkway Improvements Along Avenida de la Carlota. Owner shall dedicate a landscape and/or pedestrian access easement to the City associated with

the enhanced parkway improvements along Avenida de la Carlota described in **Exhibit E**, paragraphs 10 and 11, for any area described therein not already included within the public right of way. Such dedication shall be made by an instrument in a form acceptable to the City's Public Services Director and City Attorney.

9.3 Dedication of Landscape Maintenance Easement for Entry Monuments. Owner shall dedicate a landscape maintenance easement to City to coincide with and matching the rear curbline of the corner entry monuments at the Property's entrance on the southerly side of El Toro Road at Regional Center Drive. Such dedication shall be made pursuant to the applicable Final Map or by a separate dedication instrument in a form approved by the City's Public Services Director and City Attorney, to be recorded prior to the issuance of a Certificate of Occupancy for any building.

9.4 Dedication of Easement for Traffic Signal Equipment. Owner shall dedicate a traffic signal maintenance easement to City to coincide with any traffic signal equipment, if any, that is installed on the Property in association with construction an installation of the traffic signal at the intersection of Avenida de la Carlota and the extension of Health Center Drive described in paragraph 5 of **Exhibit E**. Such dedication shall be pursuant to a separate dedication instrument in a form approved by the City's Public Services Director and City Attorney, to be recorded prior to completion of construction of the traffic signal.

SECTION 10 FEES

10.1 Development Fees Applicable to the 2026 Project. Subject to the provisions of this Section 10, Owner shall pay all existing impact and development fees applicable to the 2026 Project on the Development Agreement Date charged by City for the purpose of defraying all or a portion of the cost of public facilities related to development of the 2026 Project ("Development Fees"). For avoidance of doubt, Community Benefit Fees are not Development Fees and the only Development Fees that shall apply to the 2026 Project are those listed in **Exhibit B**.

The Parties acknowledge that the following fees, taxes, and charges do not constitute Development Fees and that nothing in this Development Agreement is intended or shall be construed to release Owner from the obligation to pay these fees, taxes, and charges, including increases, if and when they become due:

(a) City's normal fees for processing, environmental assessment and review, tentative tract and parcel map review, plan checking, site review and approval, administrative review, building permit, grading permit, inspection, and similar fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications; and

(b) The annual Development Agreement administration fee required to be paid pursuant to Section 10.7, below.

(c) Any fees and charges required to be paid by Owner or Assignee pursuant to the Affordable Senior Housing Covenant.

(d) Fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges; and

(e) Community facility district special taxes or special district assessments or similar assessments, business license fees, bonds or other security required for public improvements, sales taxes, property taxes, sewer lateral connection fees, water service connection fees, and new water meter fees.

10.2 Fees Applicable for Modified Development Approvals. Notwithstanding Section 10.1 of this Development Agreement, if and to the extent that the Development Approvals are modified or amended after the Development Agreement Date and Owner is authorized under the modified Development Approvals to develop any additional density or intensity of use beyond what is allowed as of the Development Agreement Date, City shall retain the right to require Owner to pay all City fees for such additional density or intensity of use to the extent such fees would be applicable in the absence of this Development Agreement.

10.3 Public Park In-lieu Fees.

10.3.1 Amount of Fee. Owner hereby agrees that Chapter 8-06 of the Laguna Hills Municipal Code pertaining to park dedication and in-lieu fee requirements shall apply to the 2026 Project, regardless of whether Owner proposes a subdivision map for each Residential Building. Accordingly, as part of the Development Fees applicable to the 2026 Project pursuant to this Development Agreement, Owner hereby agrees to, and shall, pay City a public park in-lieu fee equivalent to the fee required under City Resolution No. 2018-11-13-3 for each Unit constructed as part of the 2026 Project, which amount the Parties agree is the applicable per dwelling unit fee calculated pursuant to Chapter 8-06 of the Laguna Hills Municipal Code.

10.3.2 Nonrefundable Guaranteed Fees. As material consideration for City's entering into this Development Agreement, the Owner expressly agrees that, except as provided in Subsection 10.5.8 and Section 17.4 of this Development Agreement, notwithstanding any provision of Chapter 8-06 of the Laguna Hills Municipal Code, the Quimby Act, or other provisions of law, Twenty Million Dollars ($20,000,000), which represents an amount equal to the Public Park In-lieu Fees attributable to the first one thousand one hundred sixty two (1,162) Units anticipated to be Developed by Owner, based on an aggregated fee assumed for the various proposed Unit densities as shown on the Site Plan, shall be nonrefundable and guaranteed, and must be paid to City even if no or less than one thousand one hundred sixty two (1,162) Units are actually constructed. Owner agrees to pay these nonrefundable guaranteed fees at the times set forth in Subsection 10.3.3, below, and **Exhibits B** and **D**. To the extent any portion of said fees are paid prior to the issuance of a vertical building permit for a Attached For-Sale Residential Unit, a Detached For-Sale Residential Unit, or a Multifamily Building containing any Residential Unit to which the fees apply pursuant to Subsections 10.3.3 (A)-(B) and 10.34 below, including the total of Four Million Dollars in fees described in Subsections 10.3.3 (A) and (B), such portion shall constitute Community Benefit Fees when paid, subject to Subsection 10.5.4, but shall be credited against and applied to reduce the amount of the Public Park In-lieu Fee due at the time of issuance of a vertical building permit for the Attached For-Sale Residential Units, Detached For-Sale Residential Units, or a Multifamily Building containing said Residential Unit, provided a vertical building permit is issued for an Attached For-Sale Residential Unit, a

Detached For-Sale Residential Unit, or a Multifamily Building containing the Residential Unit during the Term of this Development Agreement and such building permit is not revoked and does not expire. No portion of the nonrefundable, guaranteed fees that are paid or owed pursuant to this Section 10.3 shall be credited or applied to any Units on the Property for which a vertical building permit is issued after the expiration or termination of this Development Agreement. Said payments shall be subject to Subsection 10.5.4 of this Development Agreement, and Owner expressly agrees that these payments shall be nonrefundable and guaranteed, and that the City may retain and expend that portion, if any, of such nonrefundable guaranteed fees that are paid by Owner to City, which are attributable to Units which are not actually constructed, or which City would otherwise be required to refund to Owner or other record owners of the Property pursuant to Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or any other provision of law. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, this Subsection 10.3.2 shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

10.3.3 Timing of Payment of the Community Benefit Fees that may be deemed Credits Against Public Park In-lieu Fees. Notwithstanding any provision of Chapters 8-06 or 8.07 of the Laguna Hills Municipal Code, the Quimby Act, or other law, the Parties expressly agree that the Public Park In-lieu Fees attributable to the Units constructed, or anticipated to be constructed, as part of the 2026 Project, have been paid as follows:

(A) Owner paid the City Two Million Dollars ($2,000,000) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One). This payment remains subject to Subsection 10.3.2, above.

(B) Owner paid the City Two Million Dollars ($2,000,000) on or before the earlier of: (i) the date the City issues a vertical building permit for any Retail Buildings; or (ii) the date that was four (4) years after the Original Development Agreement Date **(Exhibit D**, Milestone Three). This payment remains subject to Subsection 10.3.2.

10.3.4 Fee Credits. Owner shall pay City the fee per dwelling unit required under City Resolution No. 2018-11-13-3 prior to issuance of a building permit for any Multifamily Building, Townhome, Detached For-Sale Residential Unit, or Affordable Senior Housing Project. Because Owner prepaid a total of Four Million Dollars ($4,000,000) in fees as described in Subsections 10.3.3(A) and (B), Owner is entitled to an equivalent credit that may be applied during the term to fees otherwise required under this Subsection 10.3.4, and may assign its rights to a credit, in whole or in part, to authorized Assignees hereunder. If, by the date that is seven (7) years from the Original Development Agreement Date, fees paid under this Subsection 10.3.4 plus credits for fees paid per Subsections 10.3.3(A) and (B) total less than Ten Million Dollars ($10,000,000), Owner shall pay to City the difference between such fees previously paid plus credits and Ten Million Dollars ($10,000,000). (**Exhibit D**, Milestone Five). If, by the date that is fifteen (15) years from the Original Development Agreement Date, Owner's total payments under this Subsection 10.3.4 plus credits for fees paid per Subsections 10.3.3(A) and (B) are less than Twenty Million Dollars ($20,000,000), Owner shall pay to City the difference between all payments made pursuant to this Section 10.3.4 and credits and Twenty Million

Dollars ($20,000,000). (**Exhibit D**, Milestone Nine). These payments shall be subject to Subsection 10.3.2, above, and Owner's obligation to make the payments by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement, except as otherwise expressly provided in Subsection 22.1.4 (Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay).

10.3.5 The Parties expressly acknowledge and agree that the Public Park In-lieu Fee payment obligations set forth in this Section 10.3 may be assumed, in whole or in part, by a residential developer or other person or entity that purchases a portion of the Property on which any Residential Unit is designated to be Developed, and agrees to assume such payment obligations in accordance with the provisions of Section 21 of this Development Agreement.

10.4 Public Art In-lieu Fees. The Parties expressly agree that Owner's Public Art Obligation shall be subject to the provisions set forth in Subsections 10.4.1 and 10.4.2, below.

10.4.1 Credit. The City acknowledges and agrees that Owner paid a Public Art In-lieu Fee to the City in the amount of Three Hundred Thousand Dollars ($300,000) for improvements authorized by the 2016 Five Lagunas Entitlements that were ultimately not constructed. Accordingly, the City agrees it will credit this payment towards Owner's Public Art Obligation for the 2026 Project.

10.4.2 Nonrefundable Advance. Owner paid City a nonrefundable guaranteed Public Art In-lieu Fee in the amount of Three Hundred Fifty Thousand Dollars ($350,000) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One). Owner's obligation to make this payment by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement. The City shall credit this payment against Owner's Public Art Obligation for the 2026 Project. However, said payment shall be subject to the provisions of Subsection 10.5.3, below, and Owner expressly agrees that this payment shall be guaranteed and nonrefundable to Owner, and that the City may retain and expend such payment, even if Owner's Public Art Obligation for the 2026 Project is less than Three Hundred Fifty Thousand Dollars ($350,000). Owner acknowledges and agrees that the Three Hundred Thousand Dollar ($300,000) credit provided for in Subsection 10.4.1, above, shall not be applied to reduce Owner's obligation to pay the nonrefundable guaranteed fee required by this Subsection 10.4.2. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, this Subsection 10.4.2 shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

10.5 Community Benefit Fees. In addition to Development Fees payable by Owner pursuant to the foregoing provisions of this Section 10, as material consideration for City's entering into this Development Agreement, the Owner agrees to pay City, in addition to the payment of Community Benefit Fees pursuant to Section 10.3, which remain Community Benefit Fees unless and until such fees are credited to Public Park In-lieu Fees, nonrefundable guaranteed Community Benefit Fees in accordance with this Section 10.5 of this Development Agreement. Because Community Benefit Fees are an obligation arising from this Development Agreement, they are not subject to the Mitigation Fee Act or the Quimby Act, and City may

deposit such payments into the City's general fund and expend such funds for any lawful purpose.

10.5.1 Guaranteed Community Benefit Fees. Owner has paid or shall pay a nonrefundable guaranteed Community Benefit Fee as follows:

(A) Owner paid the City One Million One Hundred Thirteen Thousand Five Hundred Thirty-Three Dollars ($1,113,533) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One).

(B) Owner paid the City One Million One Hundred Thirteen Thousand Five Hundred Thirty-Three Dollars ($1,113,533) on or before the date that was fifteen (15) months after the Original Development Agreement Date (**Exhibit D**, Milestone Two).

(C) Owner shall pay the City Two Million Five Hundred Thousand Dollars ($2,500,000) in five (5) installments of Five Hundred Thousand Dollars ($500,000) each to be paid to City on the first, second, third, fourth, and fifth anniversaries of the Original Development Agreement Date. Owner has paid the first four (4) of these five (5) installments as of the Development Agreement Date and shall make the fifth on or before April 22, 2027 (**Exhibit D**, Milestone Four). Owner's obligation to make this payment by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement.

10.5.2 Community Benefit Fees with respect to Hotel 1 and/or Hotel 2. In addition to any other Community Benefit Fees payable pursuant to this Section 10.5, the Owner shall pay to the City the amount of $396 each year, increased at the rate of three percent (3.0%) per year, compounded annually, commencing on the first anniversary of the Original Development Agreement Date and annually thereafter, for each Residential Unit for which a Certificate of Occupancy has been issued. Owner's obligation to pay this additional Community Benefit Fee shall terminate upon the earliest to occur of: (i) the Completion of Construction of Hotel 1 with respect to Phase One Elective Improvements, or Hotel 2 with respect to Phase Two Elective Improvements; (ii) the end of the Twenty Year Period; or (iii) Owner's termination of this Development Agreement as a result of Default by the City.

10.5.3 Nonrefundable Public Art In-lieu Fee Advance Deemed an Additional Community Benefit Fee in Event 2026 Project Not Developed. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, that portion, if any, of the nonrefundable guaranteed Public Art In-lieu Fee payment advance made by Owner pursuant to Subsection 10.4.2 of this Development Agreement, which is in excess of Owner's Public Art Obligation for the 2026 Project, or which City would otherwise be required to refund to Owner or other record owner(s) of the Property pursuant to the Specific Plan, the Mitigation Fee Act, or other law, shall be deemed a Community Benefit Fee for purposes of this Development Agreement. Notwithstanding any provision of the Mitigation Fee Act or other law, under no circumstances shall the City be obligated to return this Public Art In-Lieu Fee Advance to the Owner or other record owner(s) of the Property.

10.5.4 Nonrefundable Guaranteed Public Park In-lieu Fee Payments Deemed Community Benefit Fees in Event Residential Units Not Timely Developed. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, in the event the Owner Develops no or fewer than One Thousand One Hundred Sixty-Two (1,162) Units during the Term of this Development Agreement, that portion, if any, of the nonrefundable guaranteed Public Park In-lieu Fees paid by Owner to City pursuant to Subsection 10.3.2 of this Development Agreement, which are attributable to Units that are not actually constructed, or which City would otherwise be required to refund to Owner or the subsequent owners of the Property pursuant to Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or any other provision of law, shall be deemed Community Benefit Fees for purposes of this Development Agreement. Notwithstanding any provision of the Mitigation Fee Act, Quimby Act, or other law, under no circumstances shall the City be obligated to return said fees to the Owner or other record owner(s) of the Property.

10.5.5 Community Benefit Fees with respect to Retail. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, in the event that Owner has not Completed Construction of the Phase One Required Improvements by the date Owner Completes Construction of any of the Residential Units in the Phase One Elective Improvements, Owner shall pay City an additional Community Benefit Fee in the amount of One Hundred Thirty-One Dollars and Thirteen Cents ($131.13) per year, increased at the rate of three percent (3%) per year, compounded annually, commencing on the first anniversary of the Original Development Agreement Date and annually thereafter, for each Residential Unit in the Phase Two Elective Improvements for which Owner has received Certificates of Occupancy. Owner's obligation to pay this additional Community Benefit Fee shall commence upon issuance of a Certificate of Occupancy for any Residential Units in the Phase One Elective Improvements and shall terminate on the earlier to occur of the following: (i) the date that Owner Completes Construction of the Phase One Required Improvements; or (ii) the later to occur of either (x) the end of the Twenty Year Period or (y) expiration of the Term of this Development Agreement.

10.5.6 Additional Community Benefit Fees. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, Owner shall pay City an additional Community Benefit Fee in the amount of One Hundred Twenty Dollars ($120) per year, increased at the rate of three percent (3.0%) per year, compounded annually, commencing on the first anniversary of the Development Agreement Date and annually thereafter, for each Residential Unit located in a Residential Building for which Owner has received a Certificate of Occupancy. Notwithstanding any other provision of this Development Agreement, Owner's obligation to pay the Community Benefit Fees described in this Subsection 10.5.6 shall terminate upon the expiration of this Development Agreement. Owner shall remain obligated to pay the Community Benefit Fees required in this Subsection 10.5.6 for the period of time that is equivalent to sixteen (16) years from the date of the Development Agreement Date if Owner terminates this Development Agreement for a reason other than City Default or City terminates this Development Agreement for cause under Sections 18 or 19.

10.5.7 Survival of Termination of Development Agreement. Notwithstanding any other provision of this Development Agreement to the contrary, to the extent, and for the period, necessary to implement the provisions hereof, this Section 10.5 shall survive termination

of this Development Agreement pursuant to Section 2.4, Section 10.6, Section 18 and/or Section 19 of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement. Notwithstanding the previous sentence, in the event the City exercises its right to unilaterally terminate this Development Agreement pursuant to Section 10.6, Section 18 and/or Section 19 of this Development Agreement before Owner has Completed Construction of the required components of Phase One pursuant to Subsection 5.4.1(D) of this Development Agreement, the City shall be deemed to have waived all rights it may otherwise have pursuant to this Development Agreement to collect from Owner that portion, if any, of the Six Million Dollars ($6,000,000) in Public Park In-lieu Fees attributable to that portion of the 805th through 1,162nd Units that Owner does not Develop, which are owed pursuant to Subsection 10.3.3(C), but which have not yet been paid, and Owner's obligation to pay nonrefundable guaranteed Public Park In-lieu Fees pursuant to Subsections 10.3.2 and 10.5.4 of this Development Agreement that are attributable to Units Owner does not Develop shall be capped at Fourteen Million Dollars ($14,000,000).

10.5.8 Community Benefit Fee; Final Multifamily Building for Phase Two Elective Improvements. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, if Owner proceeds to develop the Phase Two Elective Improvements, no building permit for the final Multifamily Building constructed as part of the Phase Two Elective Improvements shall issue until Owner pays City Two Million Dollars ($2,000,000) as a non-refundable Community Benefit Fee.

10.5.9 Additional Community Benefit Fee Payment for Failure to Timely Develop Hotels. In addition to any other Community Benefit Fees payable pursuant to this Section 10.5, in the event the Owner has not Completed Development of either or both Hotels within eight (8) years of the Development Agreement Date, the Owner shall pay the City an additional Community Benefit Fee in the amount of Five Hundred Thousand Dollars ($500,000) for each such Hotel for which Completion of Construction has not occurred on or before the date that is eight (8) years after the Development Agreement Date (**Exhibit D**, Milestone Eight). Owner's obligation to make this payment by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 5.4.6 (Excusable Delay re Hotel 1) and/or Section 22.1 (Excusable Delay) of this Development Agreement.

10.6 Additional City Remedies for Non-Payment of Fees Owed by Owner. In the event the Owner fails to pay any Development Fees or Community Benefit Fees within the times set forth in this Section 10, in addition to all other legal remedies City may have pursuant to this Development Agreement and applicable law, City shall be entitled to withhold any further Ministerial Actions, Ministerial Approvals, and/or Ministerial Permits until all fees owed are paid in full. In addition to the rights granted City under Sections 17, 18, and 19, or any other provisions of this Development Agreement, and without complying with the provisions of Sections 17, 18, and 19, it is expressly understood and agreed by the Parties that the City Council may unilaterally terminate this Development Agreement if, following notice and a public hearing in accordance with applicable law, the City Council finds that Owner has failed to pay any overdue Development Fees or Community Benefit Fees in full within thirty (30) days of the date the City provides written notice to the Owner stating the type and amount of overdue fees owed. Notwithstanding Section 5.5 of this Development Agreement, this Development Agreement, the Development Approvals, all Subsequent Development Approvals, and all Major Project

Modifications shall automatically expire, terminate and be of no further force and effect upon the effective date of an ordinance adopted by the City Council terminating this Development Agreement based on such a finding pursuant to this Section. Notwithstanding anything to the contrary in this Section 10.6 or elsewhere in this Development Agreement, from and after the execution of the Affordable Housing PSA, and so long as the Affordable Housing Developer is diligently pursuing the development of the Affordable Senior Housing Project and remains in compliance with the Affordable Senior Housing Covenant (to the extent then applicable), the City shall not withhold, condition, delay, suspend, or deny any Ministerial Action, Ministerial Approval, Ministerial Permit, building permit, grading permit, inspection approval, temporary certificate of occupancy, permanent certificate of occupancy, or other approval required for the Affordable Senior Housing Project based upon Owner's failure to pay any Development Fees, Community Benefit Fees, DA Administration Fee, public park in-lieu fees, public art in-lieu fees, CFD obligations, assessment obligations, or other fees or charges owed by Owner under this Development Agreement or otherwise relating to any portion of the Project other than the Affordable Senior Housing Project.

10.7 Annual Development Agreement Administration Fee. Commencing July 1, 2027, and annually, on or before July 1st of every year thereafter through and including July 1, 2036, Owner shall pay City a fixed fee to partially offset the costs incurred by the City to administer this Development Agreement (the "DA Administration Fee"). The initial amount of the DA Administration Fee shall be Twenty Thousand Dollars ($20,000). Commencing July 1, 2028, and on each subsequent July 1st through and including July 1, 2036, the amount of the DA Administration Fee to be paid by Owner to City shall increase by three percent (3.0%).

SECTION 11 EXISTING USES; AUTOMATIC RESCISSION OF 2016 FIVE LAGUNAS ENTITLEMENTS

11.1 Existing Uses. City and Owner agree that those existing legally established uses on the Property may be retained until the 2026 Project is implemented.

11.2 Rescission of Prior Entitlements. Pursuant to the Original Agreement, the 2016 Five Lagunas Entitlements, and all of Owner's rights thereunder, whether vested or not, terminated and became null, void, and of no further force and effect at such time. Pursuant to this Development Agreement, the Original Development Agreement, and the entitlements granted on or about March 8, 2022, whether vested or not, are hereby terminated and become null, void, and of no further force and effect upon approval of this Development Agreement.

SECTION 12 FUTURE APPROVALS

12.1 Basis for Denying or Conditionally Granting Future Subsequent Development Approvals. Before Owner can begin Development of the 2026 Project, Owner must secure additional Subsequent Development Approvals from City. The Parties agree that to the extent said Subsequent Development Approvals are Ministerial Actions, Ministerial Approvals or Ministerial Permits, City shall not, through the enactment or enforcement of any subsequent ordinances, rules, regulations, initiatives, policies, requirements, guidelines, or other constraints, withhold such approvals as a means of blocking construction or of imposing conditions on the 2026 Project which were not imposed during an earlier approval period unless City has been

ordered to do so by a court of competent jurisdiction. The Parties further agree that to the extent said Subsequent Development Approvals are Discretionary Actions, Discretionary Approvals or Discretionary Permits, City shall exercise its discretion in a manner consistent with and in recognition of the Development Plan and which complies and is consistent with the Existing Land Use Regulations (as same may be modified in accordance with this Development Agreement), those Subsequent Land Use Regulations to which Owner has consented to in writing (which consent shall be in Owner's sole and absolute discretion), and such other standards, terms and conditions expressly contained in this Development Agreement. Notwithstanding the previous two sentences, City and Owner will use reasonable efforts to ensure each other that all applications for and approvals of all required Subsequent Development Approvals necessary for Owner to develop the 2026 Project in accordance with this Development Agreement are sought and processed in a timely manner.

12.2 Standard of Review of Subsequent Development Approvals. Except as otherwise provided under the Development Approvals or the terms of this Development Agreement, the rules, regulations and policies that apply to any Subsequent Development Approvals which Owner must secure prior to the Development of the Property shall be the Existing Land Use Regulations, as defined in this Development Agreement.

12.3 City Review of Major Project Modifications. The rules, regulations and policies that apply to any Major Project Modification requested by Owner shall be those rules, regulations and policies in effect on the date Owner submits a complete application for said Major Project Modification. Notwithstanding the foregoing sentence or anything herein to the contrary, Owner expressly agrees that, while this Development Agreement is in effect, City shall have sole and absolute discretion whether to approve, conditionally approve, or deny any Major Project Modification requested by Owner, and Owner expressly waives any right Owner may otherwise have to approval by the City of any Major Project Modification under California law or the Zoning Code. Notwithstanding anything to the contrary in this Development Agreement, modifications to the location and configuration of buildings, improvements, or Project elements proposed by Owner to maintain all Phase One Required Improvements and/or Phase Two Required Improvements in response to third-party governmental agency actions affecting the availability or configuration of any portion of the Property shall be processed administratively by the Director, unless any such modification would result in (i) the Development of more than 1500 Units on the Property; (ii) the Development of fewer than two hundred (200) Affordable Units; (iii) the Development of fewer than 225 hotel rooms on the Property combined between the Hotels; (iv) the Development of less than 140,120 square feet of New Retail Space on the Property; and/or (v) the Development of a Village Park that is less than two and a half (2.5) acres in size.

12.4 Potential Condemnation of Pad 4 and Hotel 1. The Parties are aware of a potential future action pursuant to which all or a portion of the Property designated as Pad 4 and/or Hotel 1 may become subject to an eminent domain action by a third-party agency. To address that scenario, Owner will, within six (6) months of the Development Agreement Date, submit an application to amend the Project Approvals to authorize the relocation of Hotel 1 and all or a portion of the retail proposed for Pad 4 to alternative locations within the Property. Such application will not be considered a Major Project Modification, provided it satisfies the requirements of Section 12.3 relating to the relocation of buildings (including not triggering the

criteria enumerated in subsections (i) – (v) of Section 12.3), and will be reviewed for consistency with the UVSP and this Agreement first by the City Council ad hoc committee described in Resolution No. [_____] prior to consideration for approval, conditional approval, or denial by the Director. The Director will expeditiously review Owner's submittal of complete applications and associated technical studies (e.g., noise analysis and utility reports). Further, if the Property contemplated for Hotel 1 and/or Pad 4 is condemned through an eminent domain proceeding, and such condemnation results in the loss of retail development square footage contemplated by this Agreement for Pad 4, Owner shall be required to use commercially reasonable efforts to provide approximately the same square footage of replacement retail development as a Required Phase Two Improvement consistent with Section 5.4.2. Any such action by a third-party agency shall not relieve the Owner from its obligation to Develop Hotel 1 or to use commercially reasonable efforts to construct comparable retail square footage elsewhere on the Property.

SECTION 13 AMENDMENT

13.1 Initiation of Amendment. Either Party may propose an amendment to this Development Agreement.

13.2 Procedure. The procedure for proposing and adopting an amendment to this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance.

13.3 Consent. Except as provided elsewhere within this Development Agreement, any amendment to this Development Agreement shall require the consent of both Parties, each in their sole and absolute discretion. No amendment of this Development Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each Party hereto.

13.4 Effect of Amendment to Development Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Development Agreement shall not alter, affect, impair, modify, waive or otherwise impact any other rights, duties or obligations of either Party under this Development Agreement.

13.5 Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation and flexibility between the City and Owner. The Development of the 2026 Project may demonstrate that clarifications to the Development Plan or clarifications or modifications to this Development Agreement are appropriate with respect to the details of performance of the City and Owner. To the extent allowable by law, Owner shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Development Agreement. When and if the Owner finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda ("Operating Memoranda") approved by the Parties in writing which reference this Section 13.5. City agrees to promptly process Operating Memoranda when requested by Owner. Operating Memoranda are not intended to constitute either a substantive change or an amendment to this Development Agreement, but are ministerial clarification; therefore public notices and hearings

shall not be required. Operating Memoranda may be used and thus deemed non-substantive and/or procedural if they do not result in, for example: (i) a material changes in fees or costs; (ii) an increase in density or intensity of use; (iii) a change in permitted uses; (iv) an increase in the maximum height and size of buildings; (v) a decrease in the amount of land to be dedicated for public purposes; or (vi) the reduction of improvement and construction standards and specifications for the 2026 Project. The City Attorney shall be authorized, upon consultation with, and approval of, the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute either a substantive change or an amendment to this Development Agreement which requires compliance with the provisions of Section 13.2 of this Development Agreement.

SECTION 14 NON-CANCELLATION OF RIGHTS

Subject to defeasance pursuant to Sections 2, 10.6, 17, 18, 19, 21 or 22 of this Development Agreement, Owner's rights pursuant to the Development Approvals shall be vested in the Property upon recordation of this Development Agreement.

SECTION 15 UNDERTAKINGS AND ASSURANCES CONTEMPLATED AND PROMOTED BY DEVELOPMENT AGREEMENT STATUTE

The mutual undertakings and assurances described above and provided for in this Development Agreement are for the benefit of City and Owner and promote the comprehensive planning, private and public cooperation and participation in the provision of public facilities, and the effective and efficient development of infrastructure and facilities supporting development which was contemplated and promoted by the Development Agreement Statute. City agrees that it will not take any actions which are intended to circumvent this Development Agreement; provided, however, that any action of the electorate shall not be deemed an action for purposes of this Section.

SECTION 16 RESERVED AUTHORITY

16.1 Reservation of Authority With Respect to Subsequent Development Approvals and Major Project Modifications. In addition to the normal and customary discretion exercised by the City in connection with consideration of applications for land use entitlements in accordance with Section 12, Owner expressly understands and agrees that all Subsequent Development Approvals that are Discretionary Actions, Discretionary Approvals, or Discretionary Permits, and all Major Project Modifications, shall also be subject to review by the City pursuant to CEQA, including but not limited to CEQA Guidelines sections 15162-15164. Notwithstanding any other provision set forth in this Development Agreement to the contrary, City reserves the right, after the Development Agreement Date to exercise the same degree of discretion and control in its consideration of Subsequent Development Approvals and Major Project Modifications that it would have in the absence of this Development Agreement to impose conditions under CEQA, and other applicable laws and regulations that apply to all similar development throughout the City, in order to mitigate the 2026 Project's impact on the environment. In addition, consistent with Section 5.1 of this Development Agreement, notwithstanding any provision of California law or the Zoning Code to the contrary, City

reserves the right after the Development Agreement Date to exercise sole and absolute discretion and control in its consideration of any Major Project Modification requested by Owner.

16.2 State and Federal Laws and Regulations. In the event that the State or Federal laws or regulations enacted after this Development Agreement has been entered into prevent or preclude compliance with one or more provisions of the Development Agreement, such provisions of the Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Development Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

16.3 Uniform Codes. This Development Agreement shall not prevent City from applying new rules, regulations and policies contained in Uniform Codes as long as adoption of the Uniform Codes applies to all development in the City.

16.4 Public Health and Safety. This Development Agreement shall not prevent City from adopting new rules, regulations and policies, including amendments or modifications to Uniform Codes described in Section 16.3 of this Development Agreement, which directly result from findings by City that failure to adopt such rules, regulations or policies would result in a condition injurious or detrimental to the public health and safety.

SECTION 17 CANCELLATION

17.1 Initiation of Cancellation. Either Party may propose cancellation of this Development Agreement.

17.2 Procedure. The procedure for proposing a cancellation of and cancelling this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance. Such procedures are set forth in Section 65868 of the California Government Code.

17.3 Consent of Owner and City. Subject to the Parties' rights and obligations regarding cancellation set forth in Section 22.3, except as otherwise provided in Section 10.6 of this Development Agreement, any cancellation of this Development Agreement shall require the mutual written consent of Owner and City, each in their sole and absolute discretion.

17.4 Fee Payment Obligations. In the event this Development Agreement is cancelled pursuant to the provisions of this Section 17, City shall be entitled to retain and/or seek payment from Owner of all Development Fees and Community Benefit Fees due to be paid pursuant to the terms of this Development Agreement prior to the date cancellation is proposed by a Party; however, Owner shall have no obligation to pay any Development Fees or Community Benefit Fees that are subject to deferral pursuant to Section 22.1.4 as of the date of cancellation or are due to be paid pursuant to the terms of this Development Agreement after the date cancellation is proposed by a Party.

SECTION 18 PERIODIC REVIEW

18.1 Time for Review. In accordance with the procedures set forth in the Development Agreement Ordinance, City shall, at least every twelve (12) months after the Development Agreement Date, review the extent of good faith compliance by Owner with the terms and conditions of this Development Agreement. Such periodic review shall determine compliance with the terms of this Development Agreement pursuant to California Government Code Section 65865.1 and other successor laws and regulations. If City fails to review the 2026 Project and the Owner's compliance with the material terms of this Development Agreement, Owner will be deemed to be in compliance with the provisions of this Development Agreement, and the Development Agreement will be deemed in full force and effect. The City's failure to review the 2026 Project or Owner's compliance with the terms of the Development Agreement, or Owner's failure to submit evidence concerning its good faith compliance with the material terms of the Development Agreement as specified in Section 18.2 of this Development Agreement, shall not constitute or be asserted by either Party as a breach of the Development Agreement by the other Party.

18.2 Owner's Submission. Each year, not less than forty-five (45) days nor more than ninety (90) days prior to the anniversary of the Development Agreement Date, Owner shall submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of this Development Agreement.

18.3 Findings. Within sixty (60) days after the submission of Owner's evidence, the City Council shall determine, on the basis of substantial evidence, whether or not Owner has, for the period under review, complied in good faith with the terms and conditions of this Development Agreement. The burden of proof on this issue shall be on the Owner. If the City Council finds that Owner has so complied, the review for that period shall be deemed concluded. If the City Council finds and determines, on the basis of substantial evidence, that Owner has not complied in good faith with the terms and conditions of this Development Agreement for the period under review, Owner shall be deemed to be in non-compliance of the Development Agreement, and City may proceed in accordance with Section 18.5.

18.4 Initiation of Review by City. In addition to the periodic review set forth in this Development Agreement, the City may at any time initiate a review of this Development Agreement upon the giving of written notice thereof to Owner. Within thirty (30) days following receipt of such notice, Owner shall submit evidence to the City's Community Development Director of Owner's good faith compliance with this Development Agreement and such review and determination shall proceed in the manner as otherwise provided in this Development Agreement.

18.5 Non-Compliance by Owner. If the City Council finds and determines, on the basis of substantial evidence, and subject to limitations on remedies in this Development Agreement, that Owner has not complied in good faith with the terms and conditions of this Development Agreement, City may, by written notice to Owner, specify the manner in which Owner has failed to so comply and state the steps Owner must take to bring itself into compliance. Owner shall be given at least sixty (60) days to cure such non-compliance and if the actions required to cure such non-compliance take more than sixty (60) days, then City shall give

Owner additional time provided that Owner is making reasonable progress towards such end. If during the cure period, Owner fails to cure such noncompliance or is not making reasonable good faith progress towards such end, then, the City Council may, at its discretion, proceed to modify or terminate this Development Agreement or establish a time schedule for compliance in accordance with the procedures set forth in Section 18.5 or 18.11 of this Development Agreement. Notwithstanding anything to the contrary in this Section 18, from and after the conveyance of the Affordable Senior Housing Lot to the Affordable Housing Developer and Commencement of Construction of the Senior Affordable Housing Project, pursuant to the Affordable Housing PSA, and so long as the Affordable Housing Developer and the Affordable Senior Housing Project remain in compliance with the Affordable Senior Housing Covenant, any schedule for compliance, and any modification or termination of this Development Agreement shall not impair, limit, delay, condition, suspend, or terminate the rights of the Affordable Housing Developer or the owner of the Affordable Senior Housing Lot to develop, finance, construct, lease, operate, or obtain permits, inspections, approvals, or certificates of occupancy for the Affordable Senior Housing Project, except to the extent of any obligation assumed by Affordable Housing Developer pursuant to this Development Agreement (e.g. Completion of the Affordable Senior Housing Project once Commenced) or to the extent the non-compliance relates solely to the Affordable Senior Housing Project and is within the control of the Affordable Housing Developer or owner of the Affordable Senior Housing Lot.

18.6 Notice to Owner. City shall give notice to Owner of the City Council's intention to proceed to modify or terminate this Development Agreement or establish a time schedule for compliance within ten (10) days of making City's findings.

18.7 Public Hearing. The City Council shall set and give notice of a public hearing on modification, termination or a time schedule for compliance to be held within forty-five (45) days after the City Council gives notice to Owner.

18.8 Decision. The City Council shall announce its findings and decisions on whether this Development Agreement is to be terminated, how this Development Agreement is to be modified or the provisions of the Development Agreement with which Owner must comply and a time schedule therefore not more than ten (10) days following completion of the public hearing.

18.9 Standard of Review. Any determination by City to terminate this Development Agreement because Owner has not complied in good faith with the terms of this Development Agreement must be based upon a finding by the City Council, on the basis of substantial evidence, that Owner is in Default and has not cured that Default in the timeframe permitted by Sections 18 and 19 of this Development Agreement, as applicable.

18.10 Implementation. Modifying or terminating this Development Agreement shall be accomplished by City enacting an ordinance. The ordinance shall recite the reasons which, in the opinion of City, make the modification or termination of this Development Agreement necessary. Not later than ten (10) days following the adoption of the ordinance, one copy thereof shall be forwarded to Owner. This Development Agreement shall be terminated or this Development Agreement as modified shall become effective on the effective date of the ordinance terminating or modifying this Development Agreement.

18.11 Schedule for Compliance. Setting a reasonable time schedule for compliance with this Development Agreement may be accomplished by City enacting a resolution. The resolution shall recite the reasons which, in the opinion of City, make it advisable to set a schedule for compliance and why the time schedule is reasonable. Not later than ten (10) days following adoption of the resolution, one copy thereof shall be forwarded to Owner. Compliance with any time schedule so established as an alternative to modification or termination shall be subject to periodic review as provided in this Development Agreement and lack of good faith compliance by Owner with the time schedule shall be basis for termination or modification of this Development Agreement.

SECTION 19 DEFAULTS AND REMEDIES

19.1 Default. In addition to the rights and remedies described in Section 18, either party may avail itself of the rights and remedies pursuant to this Section 19. Subject to Excusable Delay, Excusable Delay re Hotel, and limitations on remedies in this Development Agreement, as applicable, and compliance with the provisions of this Development Agreement, failure or delay by either party to perform any material term or provision of this Development Agreement (a "Breach") following notice and failure to cure as described hereafter constitutes a "Default" under this Development Agreement.

19.2 Notice of Default / Cure. The non-defaulting party shall give written notice of any Breach to the party in Breach, specifying the Breach complained of by the non-defaulting party ("Notice of Default"). Delay in giving such Notice of Default shall not constitute a waiver of any Breach nor shall it change the time of Breach. Upon receipt of the Notice of Default, the party in Breach shall promptly commence to cure the identified Breach at the earliest reasonable time after receipt of the Notice of Default and shall complete the cure of such Breach not later than thirty (30) days after receipt of the Notice of Default, or, if such Breach cannot reasonably be cured within such thirty (30) day period, then as soon thereafter as reasonably possible, provided that the party in Breach shall diligently pursue such cure to completion ("Cure Period"). Failure of the party in Breach to cure the Breach within the Cure Period set forth above shall constitute a Default hereunder.

Any failures or delay by either party in asserting any of its rights and remedies as to any Breach or Default shall not operate as a waiver of any Breach or Default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19.3 Remedies. After implementation of the 2026 Project, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the 2026 Project in agreeing to the terms of this Development Agreement and will be investing even more significant time in implementing the 2026 Project in reliance upon the terms of this Development Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, City and Owner agree that damages would not be an adequate remedy if City fails to carry out its obligations under this Development Agreement. Therefore, specific performance of this Development Agreement is

the only remedy which would compensate Owner if City fails to carry out its obligations under this Development Agreement, and City hereby agrees that Owner shall be entitled to specific performance in the event of a Default by City hereunder. City and Owner acknowledge that, if Owner fails to carry out its obligations under this Development Agreement, City shall have the right, subject to Excusable Delay, Excusable Delay re Hotel, limitations on remedies in this Development Agreement, and Notice of Default and Cure Period obligations of the City in this Development Agreement, to refuse to issue any permits or other approvals which Owner would otherwise have been entitled to pursuant to this Development Agreement. If City issues a permit or other approval pursuant to this Development Agreement in reliance upon a specified condition being satisfied by Owner in the future, and if Owner then fails to satisfy such condition, City shall be entitled to specific performance for the sole purpose of causing Owner to satisfy such condition. Except as expressly provided in the next sentence, City's right to specific performance shall be limited to those circumstances set forth above, and City shall have no right to seek specific performance to cause Owner to otherwise proceed with the Development of the 2026 Project in any manner. Notwithstanding the foregoing, in the event Owner Defaults on an obligation to pay any fee at the time required pursuant to Section 10 of this Development Agreement, City shall be entitled to pursue whatever legal or equitable remedies are available to collect any such amounts due subject to Notice of Default and Cure Period provisions elsewhere in this Development Agreement. Notwithstanding anything to the contrary in this Section 19.3, from and after the execution of the Affordable Housing PSA, and so long as the Affordable Housing Developer is diligently pursuing the development of the Affordable Senior Housing Project and remains in compliance with the Affordable Senior Housing Covenant (to the extent then applicable), City shall not refuse to issue, withhold, condition, delay, suspend, or deny any permit, approval, inspection, temporary certificate of occupancy, permanent certificate of occupancy, or other authorization for the Affordable Senior Housing Project based upon any Breach, Default, or failure to perform by Owner under this Development Agreement, except to the extent such Breach, Default, or failure relates solely to the Affordable Senior Housing Project and is within the control of the Affordable Housing Developer or owner of the Affordable Senior Housing Lot.

SECTION 20 [INTENTIONALLY OMITTED]

SECTION 21 ASSIGNMENT

21.1 Right to Assign. Subject to Section 21.3, Owner shall have the right to sell, mortgage, hypothecate, assign or transfer this Development Agreement, and any and all of its rights, duties and obligations hereunder, to any person, partnership, joint venture, firm or corporation at any time during the Term of this Development Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer must be pursuant to a sale, assignment or other transfer of the interest of Owner in the Property, or a portion thereof. In the event of any such sale, mortgage, hypothecation, assignment or transfer, (a) Owner shall notify City of such event and the name of the transferee, together with the corresponding entitlements being transferred to such transferee, and (b) the agreement between Owner and such transferee shall provide that either Owner or the transferee or both shall be liable for the performance of any or all obligations of Owner pursuant to this Development Agreement, the Development Approvals, the Subsequent Development Approvals, and/or any Major Project Modifications. Such transferee and/or Owner shall notify City in writing which entity shall be liable for the

performance of such obligations, and upon the express written assumption of any or all of the obligations of Owner under this Development Agreement by such assignee, transferee or purchaser shall, relieve Owner of its legal duty to perform said obligations under this Development Agreement with respect to the Property or portion thereof, so transferred, except to the extent Owner is in Default under the terms of this Development Agreement and/or City's consent to the assignment is required pursuant to Section 21.3. Notwithstanding the foregoing, neither the Affordable Housing Developer nor any owner of the Affordable Senior Housing Lot shall be required to assume any obligations under this Development Agreement other than those expressly applicable to the Affordable Senior Housing Project, the Affordable Senior Housing Covenant, or expressly assumed in a separate written agreement with the City. Without limiting the foregoing, Owner shall have the right, without further approval of the City, to assign all or a portion of its rights and obligations under this Development Agreement relating solely to the Affordable Senior Housing Project and the Affordable Senior Housing Lot to the Affordable Housing Developer pursuant to a partial assignment and assumption agreement in a form acceptable to Owner (the "Partial Assignment and Assumption Agreement"), Affordable Housing Developer and City, each in their respective, reasonable discretion. Upon execution of the Partial Assignment and Assumption Agreement, the Affordable Housing Developer shall succeed only to those rights and obligations expressly assigned therein and shall not be deemed to have assumed any obligations relating to any other portion of the Project.

21.2 Release upon Transfer. It is understood and agreed by the Parties that the Property may be subdivided following the Development Agreement Date. Subject to Section 21.3, one or more of such subdivided parcels may be sold, mortgaged, hypothecated, assigned or transferred to persons for development by them in accordance with the provisions of this Development Agreement. Effective upon such sale, mortgage, hypothecation, assignment or transfer, the obligations of Owner shall become several and not joint. Upon the sale, transfer, or assignment of Owner's rights and interests under this Development Agreement as permitted pursuant to Section 21.1 of this Development Agreement, Owner shall be released from its obligations under this Development Agreement with respect to the Property, or portion thereof so transferred, provided that (a) Owner is not then in Breach or Default under this Development Agreement, (b) Owner has provided to City the notice of such transfer specified in Section 21.1 of this Development Agreement, and (c) the transferee executes and delivers to City a written agreement in which (i) the name and address of the transferee is set forth and (ii) the transferee expressly and unconditionally assumes all the obligations of Owner under this Development Agreement, the Development Approvals, the Subsequent Development Approvals, and the Major Project Modifications with respect to the property, or portion thereof, so transferred; provided however, in the case of a transfer of the Affordable Senior Housing Lot to the Affordable Housing Developer, the Affordable Housing Developer shall assume only those rights and obligations expressly applicable to the Affordable Senior Housing Project pursuant to the Partial Assignment and Assumption Agreement and shall not assume any obligations relating to any other portion of the Project. Non-compliance by any such transferee with the terms and conditions of this Development Agreement shall not be deemed a Default hereunder or grounds for termination hereof or constitute cause for City to initiate enforcement action against the other Party or persons then owning or holding interest in the Property or any portion thereof and not themselves in Default hereunder. The provisions of this Section shall be self-executing and shall not require the execution or recordation of any further document or instrument. Any and all successors, assigns and transferees of Owner shall have all of the same rights, benefits and

obligations of Owner as used in this Development Agreement and the term "Owner" as used in this Development Agreement shall refer to any such successors, assigns and transferees unless expressly provided herein to the contrary.

21.3 City's Consent. The City's consent shall not be required to a transfer or assignment between Owner(s). Moreover, the City's consent to a transfer or assignment pursuant to this Section 21 shall not be required unless, at the time of the transfer or assignment, Owner is in Default under the terms of this Development Agreement. If Owner is in Default under the terms of this Development Agreement, City shall consent in writing to any transfer or assignment which provides adequate security to City, in the reasonable exercise of the City's discretion, to guarantee the cure of the Default upon completion of the transfer or assignment.

SECTION 22 GENERAL

22.1 Excusable Delay.

22.1.1 Types of Delay. Except as otherwise expressly provided in this Development Agreement, and subject to Subsections 22.1.2 and 22.1.3 below, performance by either Party of its obligations under this Development Agreement shall be excused, and the Term shall be extended during which any of the following events prevent, prohibit, or unreasonably delay the Owner's ability to proceed with the Development of the 2026 Project within the time required by this Development Agreement for periods equal to the duration of any of the following:

(A) Economic Delay. A recession, as defined by the National Bureau of Economic Research, excluding the period from the Development Agreement Date through March 31, 2027.

(B) Force Majeure Delay. Floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), epidemics, pandemics, government regulations, court actions (such as restraining orders or injunctions), or other similar events beyond the Party's control.

(C) Administrative Delay. Actions of the City or other governmental agency and beyond the control of the Owner such as delays in processing and acting on applications for the Ministerial Actions, Ministerial Approval, Ministerial Permits, or other permits or approvals by the City or other governmental agencies that are described in **Exhibit G** attached hereto shall be deemed to be unreasonable if they exceed the applicable time periods set forth in **Exhibit G**. Delays in processing and acting on applications for the Ministerial Actions, Ministerial Approval, Ministerial Permits, or other permits or approvals by the City or other governmental agencies that are not described in **Exhibit G** shall be deemed to be unreasonable if they exceed the average time it normally takes the agency to process and act on similar applications by more than thirty (30) days.

(D) Litigation Delay. Pendency of a lawsuit, petition for writ of mandate, or other legal challenge by a third party to this Development Agreement, any of the Development Approvals, or any of the Subsequent Development Approvals ("Third Party

Challenge"). For purposes of this Subsection 22.1.1(D), a Third Party Challenge shall be deemed to be pending from the time it is filed until such time as (a) such Third Party Challenge has been dismissed with prejudice and any period for judicial appeal or other legal challenge in connection with the challenged approvals has expired with no such appeal or legal challenge having been filed; (b) such Third Party Challenge has been finally adjudicated to judgment upholding all challenged approvals and any period for judicial appeal or other legal challenge in connection with the challenged approvals has expired with no such appeal or legal challenge having been filed; or (c) such Third Party Challenge has been otherwise resolved through settlement, release, or similar agreement and accompanying dismissal with prejudice in a manner that allows no further appeal or legal challenge to the challenged approvals. In the event of a Third Party Challenge that results in the setting aside of any portion of this Development Agreement or one or more Development Approvals necessary for Development of the 2026 Project, then excusable delay pursuant to this Subsection 22.1.1(D) shall extend until such time as Owner has proposed, and City has approved, modifications or corrective actions to reapprove the challenged Development Approvals in a form that is mutually acceptable to the Parties, each in its sole and absolute discretion, and the time for administrative appeal, judicial appeal, or other legal challenge relating to such corrective actions and/or reapproval has expired with no such appeal or challenge having been filed.

(E) Affordable Housing Financing Delay. Delays in obtaining or closing financing for the Affordable Senior Housing Project, including tax-exempt bond allocation, low-income housing tax credits, local public financing, lender approvals, investor approvals, or other governmental or private financing required for the Affordable Senior Housing Project; provided, however, that application of delay pursuant to this subsection shall not operate to allow development of Phase Two Elective Improvements to proceed.

22.1.2 Notice. If City or Owner seeks excuse from performance pursuant to this Section 22.1, it shall provide written notice of such delay to the other Party within thirty (30) days after the Party reasonably becomes aware of the commencement of such delay. If the delay or Default, whether material or immaterial, is beyond the control of the Party seeking excuse from performance, it shall be excused, and extension of time for such cause shall be granted in writing for the period of the Excusable Delay, or longer as may be mutually agreed upon in writing. Any disagreement between the Parties with respect to whether this Section 22.1 applies to a particular delay or Default is subject to the filing by either Party of an action for judicial review of the matter, including requests for declaratory and/or injunctive relief.

22.1.3 Certain Fee Payment Obligations Not Subject to Excusable Delay. Notwithstanding Subsections 22.1.1 and 22.1.2, above, except as otherwise expressly provided in Subsection 22.1.4, below, Owner expressly acknowledges and agrees that it is obligated to pay the nonrefundable guaranteed Development Fees and Community Benefit Fees described in Subsections 10.3.3(A)-(C), 10.4.2, 10.5.1, and 10.5.2 of this Development Agreement, and **Exhibit D**, Milestones One, Two, Three, Four, Five and Eight, at the times specified in said provisions and **Exhibit D**, and that the excusable delay provisions of this Section 22.1 shall not apply to or operate to extend the time by which Owner is obligated to pay said Development Fees and Community Benefit Fees.

22.1.4 Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay. Notwithstanding Subsection 22.1.3, above, subject to the provisions of this Subsection 22.1.4, Owner may defer payment of those Public Park In-lieu Fees that would otherwise be due to City pursuant to Subsections 10.3.3 (A), (B), and/or (C) and **Exhibit D** Milestones One, Three, Five, and/or Eight during the pendency of any Litigation Delay pursuant to Subsection 22.1.1(D). Within ten (10) business days after the date the period of Litigation Delay ends, and provided that this Development Agreement is not terminated pursuant to Subsection 2.3 or cancelled pursuant to Subsections 22.3.2 or 22.3.3 hereof, Owner shall remit all deferred Public Park In-lieu Fees to City. By means of example, if the period of Litigation Delay ends on a date that is one year from the Development Agreement Date (and this Development Agreement is not terminated or cancelled), Owner will remit to City the first Public Park In-lieu Fee payment of Two Million Dollars ($2,000,000) corresponding with Milestone One within ten (10) business days; however, if the Development Agreement is terminated pursuant to Subsection 2.3 or cancelled pursuant to Subsection 22.3.2 or 22.3.3 hereof, Owner shall not be required to remit said payment to the City. This Subsection 22.1.4 shall not be interpreted or construed to extend or relieve Owner of the obligation to pay Public Park In-lieu Fees due at the time of issuance of a vertical building permit for an Attached For-Sale Residential Unit, Detached For-Sale Residential Unit, or Multifamily Building.

22.1.5 Excusable Delay Not Applicable to Section 5.4. Notwithstanding anything herein to the contrary, Excusable Delay does not modify the timing of Development set forth in Section 5.4.

22.2 Construction of Development Agreement. The language in all parts of this Development Agreement shall in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience only and shall not be considered or referred to in resolving questions of constructions. This Development Agreement shall be governed by the laws of the State of California. The Parties understand and agree that this Development Agreement is not intended to constitute, nor shall it be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, and in particular, City's police powers. In this regard, the Parties understand and agree that this Development Agreement shall not be deemed to constitute the surrender or abnegation of City's governmental powers over the Property.

22.3 Severability; Court Finding Materially Impairing Consideration; Cancellation For Protracted Litigation Delay or Significant CEQA-Related Costs.

22.3.1 Severability. Except as to the requirements set forth in Sections 5.4.1(B) and 5.4.2(B), if any other provision of this Development Agreement shall be adjudged to be invalid, void or unenforceable, such provision shall in no way affect, impair or invalidate any other provision hereof, unless such judgment affects a material part of this Development Agreement, and the Parties hereby agree that they would have entered into the remaining portions of this Development Agreement not adjudged to be invalid, void or illegal. In the event that all or any portion of this Development Agreement is found to be unenforceable, this Development Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and, subject to Section 17 and Subsection 22.3.2,

below, the Parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid this Development Agreement or that portion which is found to be unenforceable.

22.3.2 Court Finding Materially Impairing Consideration. Notwithstanding any other provisions of this Development Agreement, in the event (i) any material provision of this Development Agreement, any of the Development Approvals approved prior to the Development Agreement Date, and/or any of the Existing Land Use Regulations are found by a court to be unenforceable, void, or voidable, (ii) such court finding materially impairs the bargained-for consideration to be received by either Party under this Development Agreement, including, but not limited to, by preventing Owner from Developing the 2026 Project in accordance with the Existing Land Use Regulations or by voiding or limiting the requirements of Sections 5.4.1(B) or 5.4.2(B) or by reducing or eliminating any of the public benefits, fees, public improvements or services, or dedications to be received by City pursuant to this Development Agreement, and (iii) any provision found to be unenforceable, void or voidable cannot be made valid by the undertaking of additional environmental review pursuant to CEQA, the holding of additional public hearings, and/or compliance with additional notice requirements, then the Parties agree that they will meet and confer in good faith to attempt to agree, each in its sole and absolute discretion, to modifications and/or other corrective actions consistent with state law; provided, however, that if the Parties are unable to agree to mutually acceptable modifications and/or corrective action within ninety (90) days of the court's finding, then, upon the written request of either Party, Owner and City agree they shall take all steps necessary to mutually cancel this Development Agreement in accordance with the provisions of Section 17 hereof.

22.3.3 Cancellation for Protracted Third-Party Litigation or Significant CEQA-Related Costs. Owner acknowledges that the pendency of any Third Party Challenge shall not give rise to an immediate right to seek cancellation of this Development Agreement. However, Owner shall have the right to initiate cancellation of this Development Agreement pursuant Section 17, and City shall take all necessary steps to mutually cancel this Development Agreement, if either of the following occur: (i) the period of Litigation Delay lasts longer than four (4) consecutive years; or (ii) Owner is required to provide additional mitigation, improvements, or services that have a cost to Owner equal to or in excess of Five Million Dollars ($5,000,000) as a result of additional environmental review pursuant to CEQA that is undertaken as a result of a successful Third Party Challenge.

22.4 Cumulative Remedies. Subject to express limitations on remedies elsewhere in this Development Agreement, including but not limited to Sections 5.4.3, 5.4.6, 18.8 and 19.3, either Party may institute legal action to cure, correct or remedy any Default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of anyone or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

22.5 Indemnification. Owner agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by City and at Owner's sole cost and expense), indemnify and hold City and City's elective and appointive councils, boards,

commissions, officers, officials, agents, representatives and employees harmless from any liability for damages or claims for damage for personal injury, including death, and from claims for property damage which may arise from the construction activities of Owner or Owner's contractors, subcontractors, agents, or employees which relate to the 2026 Project whether such activities be by Owner, or by any of Owner's contractors, subcontractors, or by anyone or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Additionally, Owner agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by City and at Owner's sole cost and expense), indemnify, and hold harmless City and City's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature whatsoever arising out of City's approval of or its performance under this Development Agreement and/or the Development Approvals, Subsequent Development Approvals and/or Major Project Modifications. City may in its discretion participate in the defense of any such legal action. The provisions of this Subsection shall not be binding on Owner to the extent the liability arises out of the gross negligence or willful misconduct of City, or its elective and appointive councils, boards, commissions, officers, officials, agents, representatives or employees. Owner's indemnity obligations set forth in this Development Agreement shall survive termination of this Development Agreement.

22.6 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Development Agreement and/or the Development Approvals, Subsequent Development Approvals, or Major Project Modifications, the Parties hereby agree to cooperate fully with each other in defending said action and the validity of each provision of this Development Agreement; however, it is expressly understood and agreed to by Owner that Owner shall be solely liable for all legal expenses and costs incurred in defending any such action. The Parties mutually agree that staff time spent by City employees in relation to any such action does not constitute legal expenses or costs payable by Owner. City shall have the right to approve or select legal counsel to defend against any such legal action. Owner shall pay any attorneys' fees awarded against City or Owner, or both, resulting from any such legal action. Owner shall be entitled to any award of attorneys' fees arising out of any such legal action.

22.7 Public Agency Coordination. City and Owner shall cooperate and use reasonable efforts in coordinating the implementation of the Development Approvals, Subsequent Development Approvals, and/or Major Project Modifications with other public agencies, if any, having jurisdiction over the Property or the 2026 Project.

22.8 Initiative Measures. Both City and Owner intend that this Development Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, referendum, statute, ordinance or other limitation (whether relating to the rate, timing or sequencing of the Development or construction of all or any part of the 2026 Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use approved, issued or granted within City, or portions of City, and which Agreement shall apply to the 2026 Project to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation is inconsistent or in conflict with this

Development Agreement. Should an initiative, measure, moratorium, referendum, statute, ordinance, or other limitation be enacted by the citizens of City which would preclude construction of all or any part of the 2026 Project, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Development Agreement, Owner shall have no recourse against City pursuant to the Development Agreement, but shall retain all other rights, claims and causes of action under this Development Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which Owner may have independent of this Development Agreement with respect to the 2026 Project. The foregoing shall not be deemed to limit Owner's right to appeal any such determination that such initiative, measure, referendum, statute, ordinance or other limitation invalidates or prevails over all or any part of this Development Agreement. City agrees to cooperate with Owner in all reasonable manners in order to keep this Development Agreement in full force and effect, provided Owner shall reimburse City for its out-of-pocket expenses incurred directly in connection with such cooperation and City shall not be obligated to institute a lawsuit or other court proceedings in this connection.

22.9 Attorneys' Fees. In the event of any dispute between the Parties involving the covenants or conditions contained in this Development Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

22.10 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall not be construed as a waiver of any succeeding breach of nonperformance of the same or other covenants and conditions hereof.

22.11 Authority to Execute. The person executing this Development Agreement on behalf of Owner represents and warrants that he/she has the authority to execute this Development Agreement on behalf of his/her partnership and represents and warrants that he/she has the authority to bind Owner to the performance of Owner's obligations hereunder.

22.12 Notice.

22.12.1 To Owner. Any notice required or permitted to be given by City to Owner under or pursuant to this Development Agreement shall be deemed sufficiently given if in writing and delivered personally to an officer of Owner or mailed with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed; to Owner as follows:

MGP Fund X Laguna Hills, LLC
4365 Executive Drive, Suite 1400
San Diego, California 92121
Attn: Scott McPherson, Managing Partner and Jamas Gwilliam, Managing Director

With copies to: Perkins Coie LLP
505 Howard Street Suite 1000

San Francisco, CA 94105
Attn: Matthew Gray

or such changed address as Owner shall designate in writing to City.

22.12.2 To City. Any notice required or permitted to be given to City under or pursuant to this Development Agreement shall be made and given in writing, if by mail addressed to:

City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

With copies to: City Attorney
Colin Burns
Harper & Burns LLP
453 S. Glassell Street
Orange, California 92866

or such changed address as City shall designate in writing to Owner. Alternatively, notices to City may also be personally delivered to the City Clerk, at the Laguna Hills City Hall, 24035 El Toro Road, Laguna Hills, California 92653, together with copies marked for the City Manager and the City Attorney or, if so addressed and mailed, with postage thereon fully prepaid, registered or certified mail, return receipt requested, to the City Council in care of the City Clerk at the above address with copies likewise so mailed to the City Manager and the City Attorney, respectively and also in care of the City Clerk at the same address. The provisions of this Section shall be deemed permissive only and shall not detract from the validity of any notice given in a manner which would be legally effective in the absence of this Section.

22.13 Captions. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Development Agreement.

22.14 Consent. Except as otherwise provided herein, any consent required by the Parties in carrying out the terms of this Development Agreement shall not unreasonably be withheld.

22.15 Further Actions and Instruments. Each of the Parties shall cooperate with and reasonably provide to the other to the extent contemplated hereunder in the performance of all obligations under this Development Agreement and the satisfaction of the conditions of this Development Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the

provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

22.16 Subsequent Amendment to Authorizing Statute. This Development Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute in effect as of the Development Agreement Date. Accordingly, to the extent that subsequent amendments to the Development Agreement Statute would affect the provisions of this Development Agreement, such amendments shall not be applicable to this Development Agreement unless necessary for this Development Agreement to be enforceable or unless this Development Agreement is modified pursuant to the provisions set forth in this Development Agreement and California Government Code Section 65868 as in effect on the Development Agreement Date.

22.17 Governing Law. This Development Agreement, including, without limitation, its existence, validity, construction and operation, and the rights of each of the Parties shall be determined in accordance with the laws of the State of California.

22.18 Effect on Title. Owner and City agree that this Development Agreement shall not continue as an encumbrance against any portion of the Property as to which this Development Agreement has terminated.

22.19 Mortgagee Protection. Entering into or a breach of this Development Agreement shall not defeat, render invalid, diminish, or impair the lien of Mortgagees having a mortgage on any portion of the Property made in good faith and for value, unless otherwise required by law. No Mortgagee shall have an obligation or duty under this Development Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu thereof.

22.20 Notice of Default to Mortgagee, Right of Mortgagee to Cure. If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Owner under the terms of this Development Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the Notice of Default to Owner. The Mortgagee shall have the right, but not the obligation, for a period up to sixty (60) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy the Default unless a further extension of time to cure is granted in writing by City. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the Default or noncompliance within thirty (30) days after obtaining possession. If any such Default or noncompliance cannot, with diligence, be remedied or cured within such thirty (30) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or non-compliance if such Mortgagee commences cure during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

22.21 Bankruptcy. Notwithstanding the foregoing provisions of Section 22.20 of this Development Agreement, if any Mortgagee is prohibited from commencing or pursuing and prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or

injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving City, the times specified in this Section for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

22.22 Disaffirmance.

22.22.1 New Development Agreement upon Most Senior Mortgagee's Request. City agrees that in the event of termination of this Development Agreement by reason of any Default by City, or by reason of the disaffirmance hereof by a receiver, liquidator or trustee for Owner or its property, City, if requested by any Mortgagee, shall enter into a new Development Agreement for the 2026 Project with the most senior Mortgagee requesting such new agreement, for the remainder of the Term, effective as of the date of such termination, upon the terms, provisions, covenants and agreements as herein contained to the extent and subject to the law then in effect, and subject to the rights, if any, of any parties then in possession of any part of the Property, provided:

(a) The Mortgagee shall make written request upon City for the new Development Agreement for the 2026 Project within thirty (30) days after the date of termination;

(b) The Mortgagee shall pay to City at the time of the execution and delivery of the new Development Agreement for the 2026 Project expenses, including reasonable attorneys' fees, to which City shall have been subjected by reason of Owner's Default; and

(c) The Mortgagee shall perform and observe all covenants herein contained on Owner's part to be performed, and shall further remedy any other conditions which Owner under the terminated agreement was obligated to perform under its terms, to the extent the same are curable or may be performed by the Mortgagee.

22.22.2 New Development Agreement Not Required. Nothing herein contained shall require any Mortgagee to enter into a new Development Agreement pursuant to Subsection 22.22.1 of this Development Agreement, nor to cure any Default of Owner referred to above.

22.23 No Third Party Beneficiaries. This Development Agreement and all provisions hereof is made and entered into for the sole protection and benefit of City, Owner and their successors and assigns. No other person shall have right of action based upon any provision in this Development Agreement.

22.24 Jurisdiction and Venue. Any action at law or in equity arising under this Development Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Development Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

22.25 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the 2026 Project is a private development, that neither Party is

acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Development Agreement. No partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such private property. The Parties mutually acknowledge and agree that this Development Agreement does not confer upon or entitle Owner to any subsidy or reduction in fees from City pertaining to Owner's Development of the 2026 Project or the Parties' rights and obligations hereunder.

22.26 Restrictions. Owner shall place in any agreements to sell or convey any interest in the Property or any portion thereof, provisions making the terms of this Development Agreement binding on any successors in interest of Owner and express provision for Owner or City, acting separately or jointly, to enforce the provisions of this Development Agreement and to recover attorneys' fees and costs for such enforcement.

22.27 Recitals. The recitals in this Development Agreement constitute part of this Development Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Development Agreement.

22.28 Recording. The City Clerk shall cause a copy of this Development Agreement to be executed by City and recorded in the Official Records of Orange County no later than ten (10) days after the Development Agreement Date.

22.29 Entire Agreement. This Development Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Development Agreement, and this Development Agreement supersedes all previous negotiations, discussions and agreements between the Parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

22.30 Successors and Assigns. The burdens of the Development Agreement shall be binding upon, and the benefits of the Development Agreement inure to all successors in interest and assigns of the Parties to the Development Agreement.

22.31 Exhibits. All exhibits, including attachments thereto, are by this reference incorporated herein in their entirety, and shall be enforceable by the Parties, except as otherwise expressly provided herein.

22.32 Waiver of Right to Protest. Execution of this Development Agreement is made by Owner without protest. Owner knowingly and willingly waives any rights it may have under Government Code Section 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or other exactions which are specifically imposed on the 2026 Project by this Development Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, City and Owner have executed this Development Agreement as of the date and year first above written.

"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: _____
BOB WINGENROTH,
City Manager

ATTEST:

_____,
City Clerk

APPROVED AS TO FORM:

_____
STRADLING YOCCA CARLSON & RAUTH,
Thomas P. Clark Jr.

"OWNER"

MGP FUND X LAGUNA HILLS, LLC, a Delaware limited liability company

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

All signatures to be acknowledged by a Public Notary

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

EXHIBIT A

PROPERTY DESCRIPTION AND DEPICTION

Real property in the City of Laguna Hills, County of Orange, State of California, described as follows:

PARCEL ONE:

LOTS 1, 2 AND A OF TRACT NO. 19265, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1009, PAGES 5 THROUGH 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH LOT 4 OF TRACT NO. 18115, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 978, PAGES 1 THROUGH 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH LOT 6 OF TRACT NO. 18115, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 978, PAGES 1 THROUGH 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM ANY PORTION LYING WITHIN TRACT NO. 19265 AS PER MAP FILED IN BOOK 1009, PAGES 5 THROUGH 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH PARCELS “B”, “C” AND “D” AS DESCRIBED IN EXHIBIT “C” ATTACHED TO LOT LINE ADJUSTMENT LLA 0003-2022, RECORDED FEBRUARY 23, 2023 AS INSTRUMENT NO. 2023000041002 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA.

TOGETHER WITH PARCELS “B AND PARCEL “C” AS DESCRIBED IN EXHIBIT “C” ATTACHED TO LOT LINE ADJUSTMENT LLA 0004-2022, RECORDED APRIL 24, 2023 AS INSTRUMENT NO. 2023000092625 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA.

TOGETHER WITH PARCEL “A” AS DESCRIBED IN EXHIBIT “C” ATTACHED TO LOT LINE ADJUSTMENT LLA 0004-2022, RECORDED APRIL 24, 2023 AS INSTRUMENT NO. 2023000092625 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, EXCEPTING THEREFROM ANY PORTION LYING WITHIN TRACT NO. 19265 AS PER MAP FILED IN BOOK 1009, PAGES 5 THROUGH 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 621-221-04, 621-221-20, 621-221-22, 621-221-23, 621-221-26, 621-221-27, 621-221-28, 621-221-29, 621-221-30, 621-051-53, 621-051-54 AND 621-051-55

PARCEL TWO:

THAT PORTION OF LOT 2 OF TRACT NO. 5061, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 183, PAGES 4 THROUGH 8 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE DESCRIBED AS PARCEL 1 OF THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 30, 1959 IN BOOK 5035, PAGE 383 OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCES OF "SOUTH 70° 41' 56" EAST, 504.42 FEET"

DISTANT ALONG SAID CERTAIN COURSE, SOUTH 69° 58' 43" EAST, 326.23 FEET FROM THE NORTHWESTERLY TERMINUS THEREOF; SAID POINT BEING ALSO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 565.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 15° 04' 30", AN ARC DISTANCE OF148.66 FEET; THENCE SOUTH 45° 28' 31" EAST, 925.52 FEET TO A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5175.00 FEET; SAID LAST MENTIONED CURVE BEING ALSO CONCENTRIC TO AND DISTANT SOUTHWESTERLY, 5.00 FEET FROM THAT CERTAIN CURVE IN THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1 DESCRIBED IN SAID DEED AS "HAVING A RADIUS OF 5170.00 FEET"; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE, THROUGH AN ANGLE OF 5° 25' 19", AN ARC DISTANCE OF 489.71 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 40° 23' 54" EAST, 5.00 FEET TO SAID SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1; THENCE IN A GENERAL NORTHWESTERLY DIRECTION ALONG SAID SOUTHWESTERLY BOUNDARY TO THE POINT OF BEGINNING.

PARCEL THREE:

THAT PORTION OF LOT 2 OF TRACT NO. 5061, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 183, PAGES 4 THROUGH 8 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING WITH A STRIP OF LAND 40.00 FEET IN WIDTH, THE NORTHEASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE INTERSECTION OF EL TORO ROAD WITH AVENIDA DE LA CARLOTA AS SHOWN ON A MAP ATTACHED TO A DEED RECORDED JUNE 17, 1970 IN BOOK 9320, PAGE 71 OF OFFICIAL RECORDS OF SAID COUNTY (FOR THE PURPOSE OF THIS DESCRIPTION THE BEARING OF NORTH 46° 42' 13" EAST WAS USED FOR THE CENTER LINE OF EL TORO ROAD); THENCE SOUTH 43° 17' 47" EAST, 96.54 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 56" AN ARC DISTANCE OF 232.85 FEET; THENCE TANGENT TO SAID CURVE SOUTH 69° 58' 43" EAST, 276.48 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 30'12" AN ARC DISTANCE OF 256.60 FEET; THENCE TANGENT TO SAID CURVE SOUTH 45° 28' 31" EAST,877.90 FEET TO THE TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING 5153.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 17.00 FEET NORTHEASTERLY FROM A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 5° 25' 39" AN ARC DISTANCE OF 488.13 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 2.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE LAND DESCRIBED IN PARCEL 5 OF A DEED RECORDED SEPTEMBER 4, 1970 IN BOOK 9397, PAGE 172 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN PARCEL 10 AS SHOWN ON STATE HIGHWAY MAP BOOK 7, PAGES 14 THROUGH 29, RECORDS OF SAID COUNTY.

PARCEL FOUR:

A STRIP OF LAND 80.00 FEET IN WIDTH THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE INTERSECTION OF EL TORO ROAD WITH AVENIDA DE LA CARLOTA AS SHOWN ON A MAP ATTACHED TO A DEED RECORDED JUNE 17, 1970 IN BOOK 9320, PAGE 71 OF OFFICIAL RECORDS, FOR THE PURPOSE OF THIS DESCRIPTION THE BEARING OF NORTH 46° 42' 13" EAST, WAS USED FOR THE CENTER LINE OF EL TORO ROAD; THENCE SOUTH 43° 17' 47" EAST, 96.54 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 56" AN ARC DISTANCE OF 232.85 FEET; THENCE TANGENT TO SAID CURVE

SOUTH 69° 58' 43" EAST, 276.48 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 30' 12" AN ARC DISTANCE OF 256.60 FEET.

PARCEL FIVE:

THAT PORTION OF PARCEL 1, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL SOUTH 46° 42' 39" WEST, 3.08 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 72° 27' 41" WEST, 157.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 606.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 14" AN ARC DISTANCE OF 251.97 FEET; THENCE TANGENT TO SAID CURVE NORTH 48° 39' 27" W., 34.67 FEET; THENCE SOUTH 89° 01' 31" WEST, 31.69 FEET TO THE NORTHEASTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID PARCEL, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 46° 42' 52" EAST AND A LENGTH OF 38.00 FEET; THENCE SOUTH 46° 42' 29" WEST, 41.45 FEET ALONG SAID PROLONGATION TO THE NORTHEASTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE ALONG THE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY LINES OF SAID PARCEL, THE FOLLOWING COURSES: (1) NORTH 37° 37' 04" EAST, 50.64 FEET, (2) NORTH 46° 42' 39" EAST, 10.84 FEET, (3) SOUTH 82° 19' 49" EAST, 42.56 FEET, (4) SOUTH 43° 18' 10" EAST, 11.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET, (5) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 46" AN ARC DISTANCE OF 251.45 FEET AND (6) SOUTH 69° 58' 56" EAST, 171.23 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

THAT PORTION OF PARCEL 3, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SOUTH 69° 58' 56" EAST, 52.28 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 20° 01' 04" WEST, 25.88 FEET; THENCE NORTH 69° 58' 56" WEST, 19.50 FEET; THENCE NORTH 27° 55' 06" WEST, 35.05 FEET; THENCE NORTH 72° 27' 41" WEST, 8.15 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46° 42' 39" EAST, 3.08 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

THE NORTHEASTERLY 6.00 FEET OF PARCEL NOS. 3, 4 AND 5, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL D OF LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS.

APN: 621-051-50

PARCEL NINE:

THE NORTHEASTERLY 6.00 FEET OF PARCEL NOS. 3 AND 5, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH

10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF PARCEL NO. 134, AS DESCRIBED IN GRANT DEED RECORDED JULY 22, 1997 AS INSTRUMENT NO. 19970346524 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL D OF LOT LINE ADJUSTMENT NO. LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS.

PARCEL TEN:

THAT PORTION OF PARCEL D AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL D; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL D, SOUTH 40° 23' 58" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE SOUTH 40° 23' 58" WEST 8.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 38° 55' 32" WEST; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTHWESTERLY 200.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 18' 26"; THENCE NON-TANGENT TO SAID CURVE NORTH 88° 55' 33" WEST 19.82 FEET; THENCE NORTH 60° 48' 22" WEST 45.94 FEET; THENCE NORTH 44° 59' 48" WEST 6.00 FEET; THENCE NORTH 01° 23' 07" WEST 30.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 14' 00" WEST; THENCE NORTHWESTERLY 7.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 04' 51" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 43° 32' 24" WEST; THENCE NORTHWESTERLY 23.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 16' 08" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.00 FEET; A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 34' 59" WEST; THENCE NORTHWESTERLY 172.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 58' 49"; THENCE NON-TANGENT TO SAID CURVE NORTH 82° 16' 47" WEST 18.60 FEET; THENCE NORTH 52° 39' 15" WEST 44.58 FEET; THENCE NORTH 44° 58' 45" WEST 8.00 FEET; THENCE NORTH 00° 13' 48" EAST 24.32 FEET; THENCE NORTH 44° 31' 52" WEST 158.42 FEET TO THE SOUTHEASTERLY LINE OF PARCEL A OF SAID LOT LINE ADJUSTMENT; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 45° 00' 01" EAST 5.50 FEET TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349638, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 45° 28' 30" EAST 240.55 FEET ALONG SAID SOUTHWESTERLY LINE TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5199.00 FEET; THENCE SOUTHEASTERLY 491.38 FEET ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 05° 24' 55" TO THE TRUE POINT OF BEGINNING.

APN: 621-051-48

PARCEL ELEVEN:

THAT PORTION OF PARCEL D AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL A OF SAID LOT LINE ADJUSTMENT; THENCE ALONG THE NORTHWESTERLY LINE SOUTH 45° 00' 01" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 45° 00' 01" WEST 21.60 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 43° 48' 04" WEST 38.97 FEET; THENCE NORTH 45° 00' 21" WEST 0.04 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL D; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO COURSES:

1) NORTH 45° 00' 01" EAST 4.13 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET;
2) NORTHEASTERLY ALONG SAID CURVE 17.22 FEET THROUGH A CENTRAL ANGLE OF 32° 53' 30" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349638 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 45° 28' 30" EAST 43.81 FEET TO THE TRUE POINT OF BEGINNING.

APN: 621-051-47

PARCEL TWELVE:

THAT PORTION OF PARCEL A AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A SOUTH 45° 00' 01" WEST 6.00 FEET TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639 OF OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND SOUTH 45° 28' 30" EAST 130.49 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A SOUTH 45° 00' 01" WEST 5.50 FEET; THENCE NORTH 44° 31' 52" WEST 103.43 FEET; THENCE NORTH 89° 46' 06" WEST 25.60 FEET; THENCE NORTH 45° 00' 21" WEST 8.85 FEET; THENCE NORTH 43° 48' 04" WEST 0.04 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A NORTH 45° 00' 01" EAST 21.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THIRTEEN:

THAT PORTION OF PARCEL C AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL C, BEING THE NORTHERLY TERMINUS OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID CORNER BEARS NORTH 87° 07' 39" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND

THE SOUTHEASTERLY LINE OF SAID PARCEL C 7.84 FEET THROUGH A CENTRAL ANGLE OF 14° 58' 52" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639 OF OFFICIAL RECORDS AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND NORTH 45° 28' 30" WEST 159.54 FEET; THENCE SOUTH 44° 31' 52" EAST 137.53 FEET; THENCE SOUTH 00° 13' 54" WEST 25.32 FEET; THENCE SOUTH 45° 00' 21" EAST 8.98 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL C; THENCE ALONG THE SOUTHEASTERLY AND EASTERLY LINES OF SAID PARCEL C THE FOLLOWING TO COURSES:

1) NORTH 45° 00' 01" EAST 4.13 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET;
2) NORTHEASTERLY 17.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 53' 30" FEET TO THE TRUE POINT OF BEGINNING: 621-221-15

PARCEL FOURTEEN:

THAT PORTION OF PARCEL C AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL C, BEING THE NORTHERLY TERMINUS OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID CORNER BEARS NORTH 87° 07' 39" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND THE SOUTHEASTERLY LINE OF SAID PARCEL C 7.84 FEET THROUGH A CENTRAL ANGLE OF 14° 58' 52" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639 OF OFFICIAL RECORDS, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND THE FOLLOWING TWO COURSES:

1) NORTH 45° 28' 30" WEST 159.54 FEET;
2) NORTH 45° 28' 30" WEST 79.24 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 45° 28' 30" WEST 25.85 FEET; THENCE SOUTH 44° 31' 08" WEST 16.52 FEET; THENCE SOUTH 45° 00' 21" EAST 8.85 FEET; THENCE SOUTH 89° 46' 06" EAST 23.76 TO THE TRUE POINT OF BEGINNING.

APN: 621-221-17

EXHIBIT B

DEVELOPMENT FEES

Public Park In-lieu Fees

Amount of Fee. Owner hereby agrees that Chapter 8-06 of the Laguna Hills Municipal Code pertaining to park dedication and in-lieu fee requirements shall apply to the 2026 Project, regardless of whether Owner proposes a subdivision map for each Residential Building. Accordingly, as part of the Development Fees applicable to the 2026 Project pursuant to this Development Agreement, Owner hereby agrees to, and shall, pay City a public park in-lieu fee per Unit constructed as part of the 2026 Project calculated on a per-unit basis consistent with City Resolution No. 2018-11-13-3.

Nonrefundable Guaranteed Fees. As material consideration for City's entering into this Development Agreement, the Owner expressly agrees that, except as provided in Subsection 10.5.8 and Section 17.4 of this Development Agreement, notwithstanding any provision of Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or other provisions of law, Twenty Million Dollars ($20,000,000), which amount the Parties agree represents an amount equal to the Public Park In-lieu Fees attributable to the first one thousand one hundred sixty two (1,162) Units anticipated to be Developed by Owner, shall be nonrefundable, and must be paid to City even if no or less than one thousand one hundred sixty two (1,162) Units are actually constructed. Owner agrees to pay these nonrefundable fees at the times set forth in Section 10.3.3 and **Exhibits B** and **D** of this Development Agreement. To the extent any portion of said fees are paid prior to the issuance of a vertical building permit for the building containing any Unit to which the fees apply pursuant to Subsections 10.3.3 (A)-(C) of this Development Agreement, such portion shall constitute Community Benefit Fees when paid, subject to Section 10.5.4, but shall be credited and applied to reduce the amount of the Public Park In-lieu Fee due at the time of issuance of a vertical building permit for the building containing said Unit, provided a vertical building permit is issued for the building containing the Unit during the Term of this Development Agreement and such building permit is not revoked and does not expire. No portion of the nonrefundable, guaranteed fees that are paid or owed pursuant to Section 10.3 of the Development Agreement shall be credited or applied to any Units on the Property for which a vertical building permit is issued after the expiration or termination of this Development Agreement. Said payments shall be subject to Section 10.5.4 of this Development Agreement, and Owner expressly agrees that these payments shall be nonrefundable, and that the City may retain and expend that portion, if any, of such nonrefundable fees that are paid by Owner to City, which are attributable to Units which are not actually constructed, or which City would otherwise be required to refund to Owner or other record owners of the Property pursuant to Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or any other provision of law. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, Section 10.3.2 of the Development Agreement shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

Timing of Payment of Public Park In-lieu Fees and/or Community Benefit Fees that may be deemed Credits Against Public Park In-lieu Fees. Notwithstanding any provision of Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or other law, the Parties expressly agree that the Public Park In-lieu Fees attributable to the Units constructed, or anticipated to be constructed, as part of the 2026 Project, shall be paid in the amounts and at the times specified below:

(A) Owner previously paid City Two Million Dollars ($2,000,000) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One). This payment is subject to Section 10.3.2. Owner is entitled to a credit equivalent to Two Million ($2,000,000) for prior payment of this fee against future Public Park In-Lieu Fees pursuant to Section 10.3.2.

(B) Owner previously paid City Two Million Dollars ($2,000,000) on or before the date that was four (4) years after the Original Development Agreement Date **(Exhibit D**, Milestone Three). This payment is subject to Section 10.3.2. Owner is entitled to a credit equivalent to Two Million ($2,000,000) for prior payment of this fee pursuant to Section 10.3.2.

(C) Owner shall pay City the fee per dwelling unit required under City Resolution No. 2018-11-13-3 prior to issuance of a building permit for any Multifamily Building, Townhome, or Detached For-Sale Residential Unit. Because Owner prepaid a total of Four Million Dollars ($4,000,000) in fees as described in Subsections 10.3.3(A) and (B), Owner is entitled to an equivalent credit that may be applied during the term to fees otherwise required under this Subsection 10.3.3(C), and may assign its rights to a credit, in whole or in part, to authorized Assignees hereunder. If, by the date that is seven (7) years from the Original Development Agreement Date, fees paid under this Subsection 10.3.3(C) plus credits for fees paid per Subsections 10.3.3(A) and (B) total less than Ten Million Dollars ($10,000,000), Owner shall pay to City the difference between such fees previously paid plus credits and Ten Million Dollars ($10,000,000). (**Exhibit D**, Milestone Five). If, by the date that is fifteen (15) years from the Original Development Agreement Date, Owner's total payments under this Subsection 10.3.3(C) plus credits for fees paid per Subsections 10.3.3(A) and (B) are less than Twenty Million Dollars ($20,000,000), Owner shall pay to City the difference between all payments made pursuant to this Section 10.3.3(C) and credits and Twenty Million Dollars ($20,000,000). (**Exhibit D**, Milestone Nine). These payments shall be subject to Subsection 10.3.2, above, and Owner's obligation to make the payments by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement, except as otherwise expressly provided in Subsection 22.1.4 (Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay).

(D) Owner shall pay Public Park In-Lieu Fees for all Units beyond the 1,162nd unit prior to the issuance of a vertical building permit for the Residential Building containing the Unit, consistent with City Resolution No. 2018-11-13-3; provided, however, that such fees are not guaranteed and are not Community Benefit Fees pursuant to this Development Agreement.

The Parties expressly acknowledge and agree that the Public Park In-lieu Fee payment obligations set forth in Section 10.3 of this Development Agreement may be assumed, in whole or in part, by a residential developer or other person or entity that purchases a portion of the

Property on which a Residential Building is designated to be Developed, and agrees to assume such payment obligations in accordance with to the provisions of Section 21 of this Development Agreement (Assignment).

Public Art / Public Art In-Lieu Fees

Owner shall furnish Public Art in connection with the 2026 Project, and/or pay a Public Art In-lieu Fee, pursuant to the terms of the Development Agreement ("Owner's Public Art Obligation"). Pursuant to the Specific Plan, the minimum aggregate value of Owner's Public Art Obligation shall be one-half percent (0.5%) of the total aggregate construction costs of the 2026 Project, which shall be based on the valuation as determined by the City's Community Development Director and indicated on the building applications submitted in order to obtain permits for construction of the 2026 Project. The Parties agree that (a) Six Hundred Fifty Thousand Dollars ($650,000) of Owner's Public Art Obligation shall be satisfied by the Three Hundred Thousand Dollar ($300,000) credit and Three Hundred Fifty Thousand Dollar ($350,000) nonrefundable advance described in Section 10.4 of the Development Agreement, and (b) that portion of Owner's Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) must be satisfied through the provision of actual Public Art on the Property, as approved by the City, and may not be satisfied through contribution to the City's Public Art In-Lieu Fund. Allowable expenses, construction and material standards, and general location restrictions for all Public Art shall be as set forth in the "Public Art" provisions of Section V, at pages 39-40, of the Specific Plan. The Parties understand and agree that the City shall have the right to approve, in advance, the proposed type, size, art medium, location, and content of all Public Art. The procedures, timing, and requirements for preparation, submittal, review, and approval of plans and specifications for all Public Art shall be as specified in **Exhibit H** to the Development Agreement.

Credit. The City acknowledges and agrees that Owner paid a Public Art In-lieu Fee to the City the amount of Three Hundred Thousand Dollars ($300,000) for improvements authorized by the 2016 Five Lagunas Entitlements that were ultimately not constructed. Accordingly, the City agrees it will credit this payment towards Owner's Public Art Obligation for the 2026 Project.

Nonrefundable Advance. Owner paid City a nonrefundable guaranteed Public Art In-lieu Fee in the amount of Three Hundred Fifty Thousand Dollars ($350,000) on or before the date that was ninety (90) days after the Original Development Agreement Date. Owner's obligation to make this payment by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement. The City shall credit this payment against Owner's Public Art Obligation for the 2026 Project. However, said payment shall be subject to the provisions of Section 10.5.3 of this Development Agreement and Owner expressly agrees that this payment shall be guaranteed and nonrefundable to Owner, and that the City may retain and expend such payment, even if Owner's Public Art Obligation for the 2026 Project is less than Three Hundred Fifty Thousand Dollars ($350,000). Owner acknowledges and agrees that the Three Hundred Thousand Dollar ($300,000) credit provided for in Subsection 10.4.1 of the Development Agreement shall not be applied to reduce Owner's obligation to pay the nonrefundable guaranteed fee required by Subsection 10.4.2 of the Development Agreement. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, Section 10.4.2 of

this Development Agreement shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

Traffic Impact Mitigation Fees

The 2026 Project, as initially approved pursuant to the Development Approvals, does not trigger payment of the traffic impact mitigation fee in accordance with Chapter 9-102 of the Laguna Hills Municipal Code. If, however, there are future amendments or modifications to the 2026 Project, prior to issuance of any building permits, the Owner shall, pursuant to Chapter 9-102, pay a traffic impact mitigation fee, if applicable.

EXHIBIT C

PROJECT SITE PLAN (AT FULL BUILD-OUT)

Exhibit C

EXHIBIT D

DEVELOPMENT AGREEMENT MILESTONES

Milestone	Outside Date	Nature of Obligation	Subject to Excusable Delay?
Milestone One	90 Days From Original Development Agreement Date	Owner shall have submitted the following Fees to the City: • Public Art In-lieu Fee Advance Payment of $350,000 (§10.4.2) • 1st Nonrefundable Public Park In-lieu Fee Payment of $2,000,000 (§10.3.3(A))[1] • 1st Nonrefundable Community Benefit Fee Payment of $1,113,533 (§10.5.1(A)) Status: Obligation satisfied.	No
Milestone Two	15 Months from Original Development Agreement Date	Owner shall have submitted the following Fees to the City: • 2nd Nonrefundable Community Benefit Fee Payment of $1,113,533 (§10.5.1(B)) Status: Obligation satisfied.	No
Milestone Three	4 Years (48 Months) from Original Development Agreement Date	Owner shall have submitted the following Fees to the City: • 2nd Nonrefundable Public Park In-lieu Fee Payment of $2,000,000 (§10.3.3(B))[1] Status: Obligation satisfied.	No

[1] Owner's obligation to make this nonrefundable guaranteed fee payment is not subject to Excusable Delay; however, Owner may defer payment of this fee during the pendency of Litigation Delay pursuant to Subsection 22.1.4 (Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay) of the Development Agreement.

Milestone	Outside Date	Nature of Obligation	Subject to Excusable Delay?
Milestone Four	Five years (60 months) from Original Development Agreement Date	Owner shall pay to City $500,000 as the final of five Community Benefit Payments (§10.5.1(c).	No
Milestone Five	Seven years (84 months) from Original Development Agreement Date	Owner shall pay City the amount equivalent to $10,000,000 less any credits for fees paid under 10.3.3(A)-(B) or prior fees paid under 10.3.4. (§10.3.4)	No
Milestone Six	4 Years (48) Months from Development Agreement Date	Owner shall have Commenced Construction of Phase One Required Improvements (§5.4.1(A))	Yes
Milestone Seven	Five Years (60 months) from the Development Agreement Date	Owner shall have Completed Construction of the Phase One Required Improvements (§5.4.1(B))	Yes
Milestone Eight	Eight Years from the Development Agreement Date	Owner shall pay to City $500,000 as a Community Benefit Fee if Hotel 1 and/or Hotel 2 is not Complete. (§10.5.9)	No
Milestone Nine	15 years from Original Development Agreement Date	Owner shall pay City the amount equivalent to $20,000,000 less any credits for fees paid under 10.3.3(A)-(B) or prior fees paid under 10.3.4. (§10.3.4)	No

Exhibit D-2

EXHIBIT E

[INTENTIONALLY OMITTED]

EXHIBIT F

AFFORDABLE HOUSING REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FORM

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City of Laguna Hills
c/o City Clerk
24035 El Toro Road
Laguna Hills, California 92653

(Space Above Line for Recorder's Use)
Exempt from Recorder's Fees Pursuant to
Government Code §§ 6103 and 27383

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

BY AND BETWEEN

THE CITY OF LAGUNA HILLS, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California

AND

_____, a _____

Exhibit F-2

0

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is entered into for reference purposes as of _____ (the "Effective Date"), by and between the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California ("City") and _____, a _____ ("Affordable Housing Developer"). City and Affordable Housing Developer are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Affordable Housing Developer is the owner of that certain real property located in the City of Laguna Hills, generally located at [ADDRESS], Laguna Hills, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein ("Site").

B. On [DATE], the Laguna Hills City Council adopted Resolution No. ___ conditionally approving Case No. USE-0__-20__ authorizing modifications to the Village at Laguna Hills mixed use project previously approved pursuant to Resolution No PA2022-03-08-02, subject to certain conditions of approval (the "2026 VLH Development Approvals").

C. On [DATE], the Laguna Hills City Council adopted Ordinance No. _____ approving that certain Amended and Restated Development Agreement between the City and MGP FUND X Laguna Hills, LLC for the Village at Laguna Hills mixed use project (the "Amended & Restated Development Agreement" ("MGP"). The Amended & Restated Development Agreement became effective on [DATE] and was recorded on [DATE] in the official records of Orange County, California, as Document No. _____. Development of the Site is subject to the terms and provisions of the Amended and Restated Development Agreement, and Affordable Housing Developer is a partial assignee of said agreement.

D. As material consideration for the long term assurances, vested rights, and other City obligations provided by the Amended & Restated Development Agreement and as a material inducement to City to enter into the Amended and Restated Development Agreement, MGP agreed to provide certain public benefits to the City as specified in the Amended & Restated Development Agreement, including the transfer of the Site in fee to Affordable Housing Developer for the construction and operation of the Affordable Senior Housing Project. The Amended & Restated Development Agreement provides for the Affordable Housing Developer to enter into and record this Agreement against the Site concurrent with Affordable Housing Developer's close of escrow on the Affordable Housing PSA.

E. On [DATE], the Laguna Hills City Council approved Final Tract Map No. ___, which established the Site as a separate legal parcel.

F. Affordable Housing Developer subsequently acquired the Site pursuant to the Affordable Housing PSA and assumed certain rights and obligations under the Development Agreement with respect to the Site.

G. Affordable Housing Developer intends to construct the Affordable Senior Housing Building on the Site along with associated parking facilities, common areas, sidewalks, landscaping, lighting, signage, amenities, and other improvements on the Site in accordance with the VLH Development Approvals and the Amended & Restated Development Agreement.

H. To ensure the continued affordability of the Affordable Units in perpetuity, Affordable Housing Developer is required to record this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants against the Site.

I. The purpose of this Agreement is to restrict the occupancy and rents of _____ (__) of the Affordable Units for the benefit of Extremely Low Income Households and to restrict the occupancy and rents of _____ (__) of the Affordable Units for the benefit of Restricted Income Households as required by the Amended & Restated Development Agreement. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Affordable Housing Developer and Affordable Housing Developer's successors and assigns for the full Term of this Agreement.

AGREEMENT

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits:

"2026 VLH Development Approvals" is defined in Recital B.

"Adjusted for Family Size Appropriate for the Unit" means adjusted for a household of one person in the case of a studio unit, two persons in the case of one-bedroom unit, three persons in the case of a two-bedroom unit, and four persons in the case of a three-bedroom unit.

"Affordable Housing PSA" means the purchase and sale agreement between Affordable Housing Developer and the MGP Fund X Laguna Hills, LLC or its permitted successors and assigns for the conveyance of the site in fee to Affordable Housing Developer.

"Affordable Rent for Restricted Income Households" means a monthly Gross Rent that does not exceed a rate of thirty percent (30%) to seventy percent (70%) of the imputed income limitation applicable to the Affordable Unit occupied by such household pursuant to Internal Revenue Code Section 42(g)(2)(C), where the household occupying the Affordable Unit is

deemed to have an income level not exceeding a range of thirty percent (30%) to seventy percent (70%) of Area Median Gross Income.

“Affordable Senior Housing Building” means the residential building Affordable Housing Developer will construct on the Site consistent with the Amended & Restated Development Agreement, the 2026 VLH Development Approvals and this Agreement.

"Affordable Senior Housing Project" means the development and operation of between 200 and 250 Affordable Units on the Site, which Affordable Units shall (i) be Restricted Income Units, (ii) have an average level of affordability, across the entire Affordable Senior Housing Project, of sixty percent (60%) of Area Median Gross Income, and (iii) at least ten percent (10%) of which shall be affordable to Extreme Low Income Households at no greater than thirty percent (30%) of AMI, subject to the terms of this Agreement.

“Affordable Units” means a unit or units of housing that is/are located within the Affordable Senior Housing Building that is/are affordable to Restricted Income Households, as those terms are defined herein.

“Affordable Housing Laws” means all state, federal and local laws, rules, regulations and program requirements governing the financing, development, operation, marketing, occupancy and affordability of housing subject to income or age restrictions, including, without limitation, Internal Revenue Code Section 42, CDLAC regulations, TCAC Regulations, HUD requirements, fair housing laws, and any requirements imposed by public lenders or governmental funding sources.

“Gross Rent” means all amounts paid by household for occupancy of an Affordable Unit determined consistent with Internal Revenue Code Section 42(g)(2).

“Area Median Gross Income” means the income for each Affordable Unit as determined consistent with Internal Revenue Code Section 42(g)(1)(B) as published by the California Tax Credit Allocation Committee at the time the Affordable Units are put in service. “City” means the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California.

“CDLAC” means the California Debt Limit Allocation Committee.

“City Manager” means the City Manager of the City of Laguna Hills or his or her designee.

“City Resident” means an individual whose domicile was located within the City of Laguna Hills for the twelve (12) month period preceding his or her application for occupancy of an Affordable Unit.

“Development Agreement” is defined in Recital C.

"Extremely Low-Income Households" means a household earning not greater than thirty percent (30%) of Area Median Gross Income.

“HUD” means the United States Department of Housing and Urban Development.

“Restricted Income Households” means a household for which Gross Rent is not more than a rate of 30% of the imputed income limitation applicable to the Affordable Unit occupied by such household pursuant to Internal Revenue Code Section 42(g)(2)(C) and applicable TCAC requirements.

“Restricted Income Units” means the _____ (__) Housing Units which are required to be made available for, rented to, and occupied by Restricted Income Households at an Affordable Rent for Restricted Income Households pursuant to the provisions of this Agreement.

“Rent” means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Affordable Housing Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone, internet, television or digital access services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and real property facilities associated therewith by a public or private entity other than Affordable Housing Developer.

“Senior” means an individual that is fifty-five (55) years of age or older.

“Site” is defined in Recital A.

“Term” shall mean ninety-nine (99) years from the Effective Date of this Agreement.

“TCAC” means the California Tax Credit Allocation Committee.

“TCAC Regulations” means Title 4, Division 17, Chapter 1 of the California Code of Regulations as amended from time to time.

“Tenant Household” means a household occupying an Affordable Unit.

“Veteran” means an individual that is a United States armed forces veteran.

2. **Covenants of Affordable Housing Developer**. Affordable Housing Developer hereby covenants and agrees, for itself and its successors and assigns, for the Term of this Agreement, that the Affordable Units shall be used solely in compliance with the 2026 VLH Development Approvals, the Amended & Restated Development Agreement, and this Agreement, as each may be amended from time to time. Affordable Housing Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the requirements of this Agreement, and Affordable Housing Developer covenants that it shall not

enter into any agreement that is inconsistent with the requirements of this Agreement without the express written consent of the City.

4. Affordability Restrictions for Restricted Income Units.

(A) Unless otherwise agreed to by the City pursuant to a written amendment to this Agreement, Affordable Housing Developer hereby agrees to make available, restrict occupancy to, and rent _____ (__) of the Affordable Units to Restricted Income Households at an Affordable Rent for Restricted Income Households in accordance with this Section. The _____ (__) Restricted Income Units shall at all times consist of a mix of studio units, one-bedroom units, two-bedroom units, and three-bedroom units in the following proportion; provided, however, that the Affordable Housing Developer may substitute a unit with more bedrooms for a unit with fewer bedrooms:

_____ (__) three-bedroom units;

_____ (__) two-bedroom units;

_____ (__) one-bedroom units; and

_____ (__) studio units.

(B) A Tenant Household who qualifies as a Restricted Income Household at the time he/she/it first occupies a Restricted Income Unit shall be deemed to continue to be so qualified until such time as a recertification of such Tenant Household's income in accordance with Section 7 below demonstrates that such Tenant Household no longer qualifies as a Restricted Income Household.

(C) In the event a Tenant Household occupying a Restricted Income Unit initially qualifies as a Restricted Income Household but the income of such Tenant Household increases, such increase shall not be deemed to result in a violation of the restrictions of this Agreement concerning limitations upon income of occupants, provided that the occupancy by such Tenant Household is consistent with the TCAC Regulations. If and when such occupancy becomes inconsistent with TCAC Regulations, the Affordable Housing Developer must make the Affordable Unit available to another qualifying Tenant Household, subject to termination of the prior Tenant Household's lease and Affordable Housing Developer's lawful recovery of possession of the Affordable Unit.

(D) Notwithstanding anything herein to the contrary, the Affordable Senior Housing Project shall be operated such that one hundred percent (100%) of the Affordable Units are income-restricted Affordable Units, with at least ten percent (10%) of the Affordable Units reserved for Extremely Low Income Households and the Affordable Units maintaining an average affordability level of sixty percent (60%) of Area Median Gross Income. Subject to the foregoing requirements, individual Affordable Units may be

designated at affordability levels ranging from thirty percent (30%) to seventy percent (70%) of Area Median Gross Income.

Upon acquisition of the Site by a lender or other successor owner through foreclosure, deed in lieu of foreclosure, or similar proceeding, the affordability restrictions shall automatically be deemed satisfied so long as all Affordable Units are restricted to occupancy by households earning not more than eighty percent (80%) of Area Median Gross Income, unless more restrictive requirements are imposed by any senior regulatory agreement, financing source, or applicable law.

5 Occupancy Limits. The maximum occupancy for each of the Affordable Units shall be consistent with the TCAC Regulations.

6. Selection of Tenants and Priority for Leasing of Affordable Units. Affordable Housing Developer shall be responsible for the selection of Tenant Households for the Affordable Units in compliance with lawful and reasonable criteria, applicable state and federal housing laws, Affordable Housing Laws, and other requirements of this Agreement. The Affordable Senior Housing Project shall be operated as senior housing in accordance with applicable law and the requirements of the Affordable Housing Covenant. To the extent permitted by applicable law, fair housing requirements, and applicable financing and regulatory restrictions, Affordable Housing Developer may implement a tenant selection preference within the pool of otherwise qualified senior applicants for (i) Veterans and/or (ii) persons who live or work within the City. The specific manner in which any such preference is implemented shall be determined by Affordable Housing Developer in consultation with applicable funding sources and regulatory agencies and shall be subject to all applicable Affordable Housing Laws and fair housing requirements. Nothing in this Agreement shall require Affordable Housing Developer to implement any preference that is not permitted by applicable law or that would jeopardize financing, tax credits, governmental approvals, or compliance with fair housing requirements.

7. Income Verification and Certification. For each Affordable Unit, prior to the initial occupancy, and annually thereafter throughout the Term of this Agreement, Affordable Housing Developer or Affordable Housing Developer's Property Manager shall obtain from each Tenant Household a written certification in such format and with such supporting documentation as City may reasonably require demonstrating that such Tenant Household meets the applicable income and eligibility requirements established for the Affordable Unit. Such written certification shall include, without limitation, (i) the identity and age of each member of the Tenant Household; and (ii) a computation of the total combined, gross, pre-tax income of all adult occupants of the Tenant Household, as calculated pursuant to California Code of Regulations, Title 25, Section 6914, or such other applicable standard approved by City. Affordable Housing Developer shall verify, or shall cause its Property Manager to verify, the income certification of the Tenant Household. Affordable Housing Developer shall retain such certifications for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make originals available for City inspection.

8. **Annual Report.** No later than thirty (30) days after Affordable Housing Developer submits its annual TCAC compliance report to TCAC, Affordable Housing Developer shall provide a true and correct copy of same to City (each an "Annual Report").

9. **Recordkeeping Requirements; Access to Information; Inspections.** Affordable Housing Developer shall maintain Affordable Unit tenant leases, income certifications, and other books, documents, and records related to the rental or leasing of the Affordable Units and operation of the Site for a period of not less than five (5) years after creation of each such record. In connection with monitoring compliance with this Agreement, upon at least three (3) business days' prior written notice, City shall be entitled to inspect any such books, documents, or records and to conduct an independent audit or inspection of such records at a location that is reasonably acceptable to the City Manager. Within forty-eight (48) hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to the Site and the right to examine the Housing Units and to interview tenants and employees, for the purpose of verifying compliance with this Agreement. Affordable Housing Developer agrees to cooperate with City in making the Site and such books, documents, and records available for such inspections or audits.

10. **Marketing; Property Management; Maintenance**.

A. Marketing of Affordable Units. Affordable Housing Developer shall market the Affordable Units in accordance with Section 6 of this Agreement and in accordance with the Marketing and Management Plan approved by the City.

B. Management Responsibilities. Affordable Housing Developer shall be responsible for all management functions with respect to the Affordable Senior Housing Project and the Affordable Units, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for construction, rehabilitation, management, repair, maintenance or marketing of the Project or the Affordable Units.

C. Property Manager. Affordable Housing Developer shall provide the City with the name and qualifications of any professional property management company or other organization retained by Affordable Housing Developer to manage the Affordable Units (including leasing, property management, maintenance and repair services, and reporting obligations) and ensure that Affordable Housing Developer's obligations under this Agreement are satisfied ("Property Manager"). Entering into an agreement with a Property Manager shall not relieve Affordable Housing Developer of its duties and obligations pursuant to this Agreement. Any such Property Manager shall have the requisite skill and qualifications to implement the Marketing and Management Plan approved by the City. If the City determines that the performance of the Property Manager is deficient based upon the standards set forth in the approved Marketing and Management Plan and in this Agreement, City shall provide notice of such deficiencies

and Affordable Housing Developer shall use its best efforts to correct such deficiencies. In the event such deficiencies have not been cured within the time set forth in Section 17 hereof, City shall have the right to require Affordable Housing Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City Manager, which is not related to or affiliated with Affordable Housing Developer, and which has not less than five (5) years' experience in property management, including significant experience managing housing facilities of the size, quality and scope of the Project.

D. Maintenance. Affordable Housing Developer shall maintain or cause to be maintained the interior and exterior of the Affordable Housing Project and the Site in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of first class multifamily rental apartment complexes within Orange County. Affordable Housing Developer shall provide adequate security measures for the Project, including without limitation, the installation of adequate lighting and deadbolt locks. If at any time Affordable Housing Developer fails to maintain the Project or the Site in accordance with this Agreement and such condition is not corrected within five (5) days after written notice from City with respect to graffiti, debris, and waste material, or thirty (30) days after written notice from City with respect to general maintenance, landscaping and building improvements, then City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Project or the Site and perform all acts and work necessary to protect, maintain, and preserve the Project and the Site, and to attach a lien upon the Site, or to assess the Site and/or bill Affordable Housing Developer, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Affordable Housing Developer to City upon demand.

E. Marketing and Management Plan. Prior to the issuance of a certificate of occupancy for the Affordable Senior Housing Building, Affordable Housing Developer shall prepare and submit for City review and approval a plan for marketing and managing the Affordable Units (the "Marketing and Management Plan" or "Plan"). The Plan shall address in detail, without limitation, the following matters:

i. how Affordable Housing Developer plans to market the Affordable Units to prospective Extremely Low Income Households and Restricted Income Households in accordance with fair housing laws, Affordable Housing Laws, and this Agreement, including a plan for marketing and leasing the Affordable;

ii. procedures for the selection of Tenant Households in accordance with this Agreement, including a description of how Affordable Housing Developer plans to certify the eligibility of Extremely Low Income Households and Restricted Income Households and implement the tenant selection priority provisions set forth in Section 6, above;

iii. procedures for annually verifying income and recertifying the eligibility of Tenant Households;

iv. procedures for ensuring that the required number and unit size mix of Affordable Units is maintained;

v. Affordable Housing Developer's procedures for complying with its monitoring and recordkeeping obligations;

vi. the standard form(s) of rental agreement(s) Affordable Housing Developer proposes to enter into with Extremely Low Income Households and Restricted Income Households;

vii. Affordable Housing Developer's property management duties;

viii. Affordable Housing Developer's plan to manage and maintain the Project and the Affordable Units;

ix. the identity of the Property Manager, if any, to be contracted with to provide property management services at the Project and a description of the management team;

x. all written management policies with respect to the Affordable Units; and

xi. a security system and crime prevention program.

The Marketing and Management Plan shall be approved by the City Manager prior to the issuance of a certificate of occupancy for the Affordable Senior Housing Building. Any proposed amendment or change to the Marketing and Management Plan during the Term of this Agreement shall be submitted to the City and approved by the City Manager. If the City Manager fails to respond to the submittal or resubmittal of an initial or amended Management Plan within forty-five (45) days, such Plan or amended Plan shall be deemed approved. The marketing, leasing, and management of the Affordable Units shall be in compliance with the Marketing and Management Plan, or amended Marketing and Management Plan, as approved by the City Manager.

Affordable Housing Developer shall reimburse City for all actual legal and third-party consulting costs incurred by City in reviewing the initial Marketing and Management Plan and any amendments thereto. Concurrent with its submittal of the initial Marketing and Management Plan and any subsequent amendment, Affordable Housing Developer shall provide a deposit to the City in an amount sufficient to cover the estimated costs of the City's review, as determined by the City Manager in his or her reasonable discretion. Upon completion of review of the Plan or an amendment to the Plan by the City, the City shall provide Affordable Housing Developer with an invoice containing an accounting of the actual legal and third-party consulting costs incurred by the City and the amount(s) of all deposits provided by Affordable Housing Developer. If the actual legal and third-party consulting costs incurred by the City for such

review are less than the amount of the deposit(s) made by Affordable Housing Developer, City shall reimburse Affordable Housing Developer for the difference at the time it provides the invoice. If the actual legal and third-party consulting costs incurred by the City for such review exceed the amount of the deposit(s) made by Affordable Housing Developer, Affordable Housing Developer shall pay City the difference within thirty (30) days of receipt of the invoice from the City.

11. Annual Monitoring Fee. Concurrent with submittal of each Annual Report, Affordable Housing Developer agrees to pay an annual monitoring and administration fee to the City in an amount established from time to time by the City Manager to reimburse City for the estimated reasonable costs incurred by the City in monitoring Affordable Housing Developer's compliance with, and otherwise administering, this Agreement, including, but not limited to, City's review of Annual Reports and conduct of inspections and/or audits of the Site and/or records as provided in this Agreement. The amount of such fee shall not exceed such estimated reasonable costs, as determined by the City Manager in his or her reasonable discretion, taking into account actual documented reasonable costs in prior year(s). City shall provide the basis for calculation of such fee to Affordable Housing Developer promptly upon request. The Parties estimate that the fee will not exceed Ten Thousand Dollars ($10,000) per year, increased at the rate of three percent (3%) per year, compounded annually.

12. Use of the Site. All uses conducted on the Site, including, without limitation, all activities undertaken by Affordable Housing Developer pursuant to this Agreement shall conform to all applicable provisions of the Laguna Hills Municipal Code and other applicable federal, state, and local laws, rules, and regulations. The Site shall at all times during the Term of this Agreement be used as a residential apartment project and none of the Housing Units shall at any time be utilized on a transient basis, nor shall the Housing Units or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, emergency shelter, supportive housing facility, transitional housing facility, hospital, nursing home, sanitarium or rest home, short-term or vacation rental, or be converted to condominium or cooperative ownership or tenantship. All of the community facilities and any social programs provided to the residents of the Housing Units shall be available at all times on an equal, non-discriminatory basis to residents of all Housing Units.

13. Duration of Affordability Restrictions and Requirements. The Affordable Units and the Site shall be permanently operated for the duration of the Term of this Agreement.

14. Indemnity. To the fullest extent permitted by law, Affordable Housing Developer shall, at its expense, defend (with counsel acceptable to City and subject to approval by Affordable Housing Developer), indemnify, and hold harmless City, and its officers, agents, employees, attorneys and representatives from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with Affordable Housing Developer's ownership, construction, operation, management, marketing, leasing, or operation of the Site and/or the Affordable Units, Affordable Housing Developer's evaluation and determination of a Tenant Household's gross income, or Affordable Housing Developer's failure to perform any obligations

as and when required by this Agreement, except for such liability arising from the gross negligence or willful misconduct of City. The provisions of this Section 14 shall survive the expiration or earlier termination of this Agreement.

15. Covenants Run with the Land; Priority. In no event shall this Agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the improvements on the Site, or any other lien or encumbrance whatsoever for the entire Term of this Agreement. Nor shall this Agreement be made junior or subordinate to any extension, amendment, or modification of any lien or encumbrance recorded against the Site prior to the date hereof.

16. Mortgage Protection. No breach or default under this Agreement shall defeat, terminate, extinguish, render invalid or otherwise affect the lien of any junior mortgage or deed of trust encumbering the Site or any part thereof or interest therein; provided, however, that any successor in interest to the Site shall be bound by this Agreement, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

17. Default. An event of default occurs under this Agreement when: (a) there is a breach of any condition, covenant or promise set forth herein; (b) written notice thereof has been given to the defaulting Party; and (c) such breach has not been cured within thirty (30) days after such notice was given to the defaulting Party or, if such breach cannot reasonably be cured within such thirty (30) day period, the defaulting Party fails to commence to cure the breach and/or fails thereafter to diligently proceed to complete such cure. A waiver by either Party of any such breach shall not be construed as a waiver of any succeeding breach of the same or other condition, covenant or promise.

18. Remedies. The occurrence of an event of default hereunder shall give the non-defaulting Party the right to proceed with any and all remedies available at law or equity. Such remedies may include an action for damages, an action or proceeding for specific performance, and/or an action or proceeding for injunctive relief. Such actions or proceedings may require the defaulting Party to pay damages, to perform its obligations and covenants under this Agreement, and to enjoin and cease and desist from acts which may be unlawful or in violation of the provisions of this Agreement.

19. Additional Remedies for Certain Defaults; Remedy For Excessive Rent Charge.

(A) It shall constitute a default for the Affordable Housing Developer to charge or accept for any Restricted Income Unit rent amounts in excess of an Affordable Rent for Restricted Income Households. In the event that the Affordable Housing Developer charges or receives such higher rental amounts, in addition to any other legal or equitable remedy that the City shall have for such default, the Affordable Housing Developer shall be required to pay to the City an amount equal to the difference between the rent that should have been charged and the amount of the rent received from the Tenant Household, plus interest compounded at the maximum rate allowable for judgments.

(B) It shall also constitute a default for the Affordable Housing Developer to fail to rent any of the required Extremely Low Income Units to an Extremely Low Income Household, to knowingly (or without investigation as required herein) to knowingly (or without investigation as required herein) initially rent any Restricted Income Unit to a tenant who is not a Restricted Income Household. In the event the Affordable Housing Developer violates this provision, in addition to any other remedy at law or equity that the City shall have for such default, the Affordable Housing Developer, for each separate violation, shall be required to pay to the City an amount equal to the total rent the Affordable Housing Developer received from such ineligible tenant, plus interest compounded at the maximum rate allowable for judgments.

20. **Attorneys' Fees and Costs**. In addition to any other remedies provided hereunder or available pursuant to law, if either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

21. **Rights and Remedies Cumulative**. The rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of its 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.

22. **Time of Essence**. Time is expressly made of the essence with respect to the performance by City and Affordable Housing Developer of each and every obligation and condition of this Agreement.

23. **Governing Law and Venue**. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California or in the Federal District Court for the Central District of California.

24. **Headings; Construction; Statutory References**. The headings of sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Laguna Hills shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

25. **Third Party Beneficiaries**. No persons or entities other than the Parties and their successors and assigns shall have any right of action under this Agreement.

26. **City Approvals and Actions**. Whenever any approval, notice, direction, consent or request by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager.

27. **Successor and Assigns**. This Agreement shall run with the land, and all of the terms, conditions, restrictions, and covenants contained in this Agreement shall be binding upon Affordable Housing Developer, City, their permitted successors and assigns, and all successors in interest to all or any portion of the Site or the Project. Whenever the terms "Affordable Housing Developer" or "City" are used in this Agreement, such terms shall include any other successors and assigns as herein provided. Not later than thirty (30) days prior to a transfer of any interest in the Site or the Project or any interest in Affordable Housing Developer, Affordable Housing Developer shall provide written notice to the City of such transfer.

28. **Notices**. Any approval, disapproval, demand, document or other notice which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing in the United States first-class mail, postage prepaid, or (iv) by email, with confirmation of receipt to the intended recipient, addressed to the address of the Party as set forth below, or at any other address as that Party may later designate by notice:

If to the City: City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653
Attn: City Manager
Email: _____

If to the Affordable Housing Developer: _____
_____
_____
Attn: _____
Email: _____

29. **Amendment**. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party. Each alteration, change, or modification to this Agreement shall be recorded against the Site in the Official Records of Orange County, California. The City Manager is authorized to enter into amendments of this Agreement on behalf of the City.

30. **Severability**. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

31. **Legal Advice**. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or

their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

32. **Project as a Private Undertaking**. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Affordable Housing Developer and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Affordable Housing Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. Affordable Housing Developer and its employees are not employees or agents of City, and Affordable Housing Developer and its employees shall at no time pretend to be or hold themselves out as employees or agents of the City. Except as City may specify in writing, Affordable Housing Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

33. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, City and Affordable Housing Developer have executed this Development Agreement as of the date and year first above written.

"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: _____
_____,
City Manager

ATTEST:

_____
_____,
City Clerk

APPROVED AS TO FORM:

_____
_____,
City Attorney

"AFFORDABLE HOUSING DEVELOPER"

_____,
a _____

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

All signatures to be acknowledged by a Public Notary

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

Exhibit F-19

0

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

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

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

Exhibit F-20

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EXHIBIT A

LEGAL DESCRIPTION OF SITE

EXHIBIT G

REASONABLE APPROVAL PROCESSING TIMES

[Pursuant to Subsection 22.1.1(C) (Administrative Delay]

Type of City or Other Agency Action, Approval, or Permit	**Reasonable Time Period for Processing and Acting on Request/Submittal/Application**
City Staff Review of Each Complete Phased Final Subdivision Map Submittal (Including City Plan Check of Map, Closure Calcs, and Title Report)	First Check: 20 Working Days Second Check: 15 Working Days Third and Subsequent Checks: 10 Working Days
County Review and Approval of Each Phased Final Subdivision Map	120 Days (Cumulative) **Includes the cumulative time for County staff review of all submittals and re-submittals of a Phased Final Map. Does not include periods of time Owner is making corrections between submittals.
City Council Consideration / Approval of Each Phased Final Subdivision Map (Following Approval by County and payment of fees)	30 days after approval of Phased Final Map by County, payment of fees, and Owner's execution of City Subdivision Improvement Agreement (if applicable), or at next regularly scheduled City Council meeting if more than 30 days after all of the above. **City approval of a Phased Final Map is contingent upon the Final Map being in compliance with all applicable conditions of approval and/or Owner's execution of a Subdivision Improvement Agreement and provision of acceptable security acceptable to City.
Public Property Encroachment Permit (Including City Plan Check of Improvement Plans)	First Check: 15 Working Days

Exhibit G-1

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Type of City or Other Agency Action, Approval, or Permit	**Reasonable Time Period for Processing and Acting on Request/Submittal/Application**
On-Site Grading Permits / On-Site Improvements (Including City Plan Check of Rough and/or Precise Grading Plans, Hydrology Study, WQMP, SSWMP, Improvement Plans, Hydraulic Analysis, Storm Drain Plans, etc.)	First Check: 20 Working Days
City Engineer Review of Surveyor's Pad Elevation Certificate and the Geotechnical Engineer's Final Soils Certification	First Check: 5 Working Days
City Plan Check Completion (Per Plan Type) --Building Plan Check --Construction and Staging Plan Review --Lighting and Photometric Plan Review --Waste Management Plan Review --Outdoor Dining / Patio Plan Review	First Submittal: 20 Working Days Second Submittal: 15 Working Days Third and Subsequent Submittals: 10 Working Days
City Building Permit Issuance	5 Working Days
Landscape Plan Compliance Review (LHMC Chapters 9-46 and 9-47)	First Submittal: 20 Working Days Second Submittal: 20 Working Days Third and Subsequent Submittals: 10 Working Days
Waste Reduction and Recycling Plan Review (LHMC Chapter 5-48)	First Submittal: 20 Working Days Second Submittal: 20 Working Days Third and Subsequent Submittals: 10 Working Days

Type of City or Other Agency Action, Approval, or Permit	**Reasonable Time Period for Processing and Acting on Request/Submittal/Application**
All Other Governmental Agency Permits/Approvals (i.e., approvals by governmental agencies other than City) ** County of Orange review of Phased Final Subdivision Maps addressed separately, above. **Other Governmental Agencies may include, but not be limited to, Orange County Fire Authority, Orange County Health Care Agency, El Toro Water District, Saddleback Valley Unified School District (payment of fees only), and the State of California (elevators). **Administrative Delay does not apply to review or approvals of utility companies or other agencies that are not governmental agencies, including, but not limited to, Southern California Edison, Southern California Gas Company, AT&T, etc.	90 Days (Cumulative) **Includes the cumulative time for Agency review following submission of an initial complete application to the Agency for which a permit or ministerial approval is requested. Does not include periods of time Owner is making corrections between submittals.

EXHIBIT H

PROCEDURES AND REQUIREMENTS FOR PREPARATION, SUBMITTAL, REVIEW, APPROVAL, AND INSTALLATION OF PUBLIC ART

This **Exhibit H** sets forth the procedures and requirements for preparation, submittal, review, approval, and installation of Public Art for the Village at Laguna Hills Mixed Use Project (the "**2026 Project**") in accordance with Section 7.5 of the Development Agreement. The 2026 Project is an integrated mixed-use development on approximately 68 acres consisting of multiple components, including Public Art installations, which Owner contemplates developing in multiple phases over the Term of the Development Agreement. This **Exhibit H** is intended to establish procedures and requirements to ensure that the Public Art required in conjunction with the 2026 Project is installed in an integrated, thought-out, and cohesive manner consistent with the goals, objectives, and standards of the Specific Plan's "Public Art" provisions.

I. Owner's Public Art Obligation

A. Owner's Public Art Obligation. Section 7.5 of the Development Agreement provides that Owner shall furnish Public Art in connection with the 2026 Project and/or pay a Public Art In-lieu Fee with a combined minimum aggregate value of one-half percent (0.5%) of the total aggregate construction costs of the 2026 Project ("**Owner's Public Art Obligation**"). For this purpose, construction costs are based on the valuation as determined by the City's Community Development Director and indicated on the building applications submitted in order to obtain permits for construction of all of the 2026 Project components. City will determine the portion of Owner's Public Art Obligation attributable to each discrete 2026 Project component at the time City receives an application for permits for construction of such 2026 Project component by multiplying the construction cost of such 2026 Project component, as determined by City, by one-half percent (0.5%) ("**Component Public Art Obligation**"). The sum at any point in time of the Component Public Art Obligation for each building permit that has been approved and/or applied for is referred to herein as "**Owner's Accrued Public Art Obligation**."

B. In-Lieu Payment Contribution. Pursuant to Section 7.5 of the Development Agreement, the Parties have agreed that Six Hundred Fifty Thousand Dollars ($650,000) of Owner's Public Art Obligation will be satisfied by the Three Hundred Thousand Dollar ($300,000) credit and Three Hundred Fifty Thousand Dollar ($350,000) nonrefundable advance described in Section 10.4 of the Development Agreement (collectively, "**Owner's In-Lieu Payment Contribution**"). Owner and City agree that Owner's In-Lieu Payment Contribution correlates to a total aggregate construction cost of One Hundred Thirty Million Dollars ($130,000,000) [$650,000 / 0.5% = $130,000,000].

C. Actual Art Obligation. Pursuant to Section 7.5 of the Development Agreement, the Parties have agreed that that portion of Owner's Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) must be satisfied through the actual provision of Public Art on the Property ("**Owner's Actual Art Obligation**"). Unless otherwise proposed by

Owner and included as a requirement within the Conceptual Project Art Program approved pursuant to Section II, Owner and City agree that Owner's Actual Art Obligation will not be triggered until the estimated total aggregate construction cost of 2026 Project components exceeds One Hundred Thirty Million Dollars ($130,000,000). Consistent with the Specific Plan, expenses that may be attributed to Owner's Actual Art Obligation include the artist fee for design and fabrication, mountings and bases for installation of the artwork, and lighting that is integral to the artwork, but do not include landscaping surrounding the art, delivery expenses, or installation costs. That portion of Owner's Accrued Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) is referred to herein as "**Owner's Accrued Actual Art Obligation**."

II. Conceptual Project Art Program

A. Conceptual Project Art Program Required. Before the first building permit for any building in the 2026 Project is issued, Owner shall prepare, submit, and obtain City approval of a concept Public Art program for the entire 2026 Project (the "**Conceptual Project Art Program**"). All Public Art that is thereafter constructed and installed on the Property must be consistent with the approved Conceptual Project Art Program.

B. Conceptual Project Art Program Components. The Conceptual Project Art Program shall include the following components:

1. Goals and Objectives. A description of the goals and objectives of the Conceptual Project Art Program.

2. Theme. A description of the proposed theme of the Public Art to be installed on the Property.

3. Standards. Standards governing type, media, materials, size, scope, and content of Public Art to be installed on the Property. All standards should be consistent with the Specific Plan provisions for Public Art. Owner shall consider the following when developing proposed standards for Public Art installations:

a. Relevance of the artwork to the City, its values, culture, and people;

b. Suitability of the artwork for outdoor display, including its maintenance and conservation requirements.

c. Relationship of the artwork to the site, especially how it serves to activate or enhance public space.

d. Appropriateness of the scale of the artwork.

e. Community standards of decency;

f. Construction and material standards for Public Art set forth in the "Public Art" provisions of Section V of the Specific Plan. Pursuant to the Specific Plan, permissible types of Public Art include, but are not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources. The Specific Plan also requires that artwork be constructed of durable, long-lasting materials that can withstand outdoor display and require low maintenance. Recommended materials include bronze, stainless steel, high-grade aluminum or hard stones. In addition, the Specific Plan states that artworks incorporating water features must be designed so that the artwork can stand on its own should the water cease to function properly.

4. Location. A description and depiction of the locations where Public Art is anticipated to be installed and standards for locating Public Art. Consistent with the Specific Plan, Public Art installations (i) should be located in places that are open and easily accessible to the public; (ii) should be prominently placed within the Property; (iii) should be oriented toward the pedestrian experience of the 2026 Project and/or located within the Village Park; and (iv) should not be sited near monument signs, walls, benches, or utility boxes, since these structures may block viewing the art and diminish the aesthetic value of the artwork.

5. Criteria for Selection of Artists. A description of how artists commissioned to create or fabricate original art for the 2026 Project shall be selected and the criteria that shall be used to select artists. Pursuant to the Specific Plan, artists selected must have experience in design concepts, fabrication, installation and long-term durability of large-scale outdoor artworks, and be approved by the City's Planning Agency prior to selection. Owner may, but is not required, to include a list of proposed artists and their qualifications as part of the Conceptual Project Art Program.

6. Drawings and Illustrations. Owner is encouraged to include concept drawings, illustrations, and/or visual examples depicting the type, nature, size, scale, and location of the types of Public Art envisioned by the Conceptual Project Art Program. At Owner's option, Owner may include illustrations of specific proposed Public Art installations.

7. Phasing Plan. A phasing plan for the funding and installation of Public Art.

a. The phasing plan shall provide for the funding and installation of Public Art on the Property within timeframes consistent with the anticipated phasing of the 2026 Project components and infrastructure and shall establish outside dates within the Term of the Development Agreement by which Public Art installations at specified locations or areas of the Property shall be completed. At a minimum, the phasing plan shall ensure that Public Art with a minimum value equal to or exceeding the amount of Owner's Accrued Actual Art Obligation attributable to the 2026 Project components Owner is required to Develop in Phase One shall be installed prior to the date Owner is required to

Complete Construction of such required Phase One components pursuant to Subsection 5.4.1 of the Development Agreement.

b. If the phasing plan contemplates that funds will be accumulated within a Public Art Fund established pursuant to Section V to facilitate the financing and planning of larger Public Art installations serving the 2026 Project, it shall address the anticipated amounts needed to fund such Public Art installations, the anticipated timing of completion of such Public Art installations, and any applicable requirements or limitations with respect to deposits to or withdrawals from the Public Art Fund for such Public Art installations.

c. The phasing plan shall address how Owner's In-Lieu Payment Contribution shall be applied to satisfy Owner's Public Art Obligation in relation to the sequence of issuance of building permits for construction of 2026 Project components. Unless otherwise proposed by Owner and included as a requirement within the approved Conceptual Project Art Program, Owner is not required to install any Public Art until the estimated total aggregate construction cost of 2026 Project components exceeds One Hundred Thirty Million Dollars ($130,000,000). Notwithstanding the foregoing, at Owner's option, the phasing plan may require the installation of Public Art in conjunction with the construction of 2026 Project components before the estimated total aggregate construction cost of the 2026 Project components exceeds One Hundred Thirty Million Dollars ($130,000,000).

d. At Owner's option, the phasing plan may include requirements for the funding and/or installation of Public Art in conjunction with the development of specific parcels of the Property and/or components of the 2026 Project, which shall be binding on and enforceable against future transferees, assignees, and developers.

8. Maintenance Standards. Proposed minimum maintenance standards for Public Art that is installed on the Property.

9. O&M Funding and Implementation. A description of the mechanism through which operation and maintenance of Public Art installed on the Property shall be funded and implemented for the life of the 2026 Project.

C. Review and Approval by Planning Agency. The Conceptual Project Art Program shall be subject to review by the City's Planning Agency for conformance with the requirements and goals of the Specific Plan's Public Art provisions. Owner understands and agrees that approval of Owner's submitted Conceptual Project Art Program is subject to the discretionary approval of the City's Planning Agency, subject to applicable limits of state and federal law.

D. Amendments. The Conceptual Project Art Program may be amended from time to time with the approval of the City's Planning Agency.

III. Final Art Submittals

A. Final Art Submittal Required. Before fabricating and installing any piece of Public Art, Owner must prepare, submit, and obtain City approval of final plans and specifications for such Public Art ("**Final Art Submittal**").

B. Required Content of Final Art Submittals. Each Final Art Submittal shall describe and demonstrate how the proposed Public Art is consistent with the approved Conceptual Project Art Program and the Specific Plan and shall include, without limitation, detailed plans and specifications, schematics, and descriptions of the type, size, medium/material, location, content, and value of the proposed Public Art, a description of the proposed artist(s), a proposed timeline for installation of the Public Art, and a complete application for any Subsequent Development Approvals required for installation of the Public Art. More than one Public Art installation may be combined in a single Final Art Submittal.

C. Review and Approval by Planning Agency. The design, artist, type, size, medium, location, content, estimated value, and timeline for installation of each Public Art installation shall be subject to review by the City's Planning Agency for consistency with the Conceptual Project Art Program and conformance with the requirements and goals of the Specific Plan's Public Art provisions. Owner understands and agrees that approval of each Final Art Submittal is subject to the discretionary approval of the City's Planning Agency, subject to the applicable limits of state and federal law; provided, however, that the Planning Agency may not deny or impose conditions on a proposed Final Art Submittal based on aspects of the proposed Public Art that conform to the Conceptual Project Art Program approved by the Planning Agency.

IV. Installation of Approved Public Art

A. Obligation. Owner shall install approved Public Art within the timeframes set forth in the Conceptual Project Art Program phasing plan and each Final Art Submittal approved by the City's Planning Agency.

B. Time Extensions. Time extensions not exceeding six (6) months may be approved by the City Manager, in his or her reasonable discretion. Time extensions exceeding six (6) months shall require approval of the Planning Agency, in its reasonable discretion.

C. Excusable Delay. The timeframes in which Owner is required to install Public Art shall be subject to extension for periods equal to the duration of any Excusable Delay pursuant to Section 22.1 of the Development Agreement.

D. Withholding of Permits for Noncompliance. In addition to any other remedies available to City, Owner's failure to complete installation of Public Art within required timeframes shall entitle City to withhold future building permits or certificates of occupancy for the 2026 Project until Public Art of a value equal or exceeding the amount of Owner's Accrued Actual Art Obligation has been installed.

V. Public Art Fund

A. Establishment of Public Art Fund. Rather than installing a separate Public Art installation in conjunction with the construction of each building to satisfy Owner's Actual Art Obligation, Owner may accumulate funds in a fund held in trust by the City (the "**Public Art Fund**") to facilitate the financing and planning of larger Public Art installations serving the 2026 Project as provided in the approved Conceptual Project Art Program.

B. Effect of Deposits into Public Art Fund. Subject to any applicable requirements or limitations set forth in the approved Conceptual Project Art Program, deposits by Owner into the Public Art Fund in an amount equal to one-half percent (0.5%) of the estimated construction cost of any discrete 2026 Project component, as determined by City, shall permit Owner to obtain building permits and/or certificates of occupancy for such 2026 Project component prior to approval of Final Art Submittals for, and/or installation of, specified Public Art installations. Such deposits into the Public Art Fund shall not be deemed to satisfy or excuse Owner's obligation under the Development Agreement to install actual Public Art.

C. Withdrawals from Public Art Fund. Following approval by the City's Planning Agency of a Final Art Submittal for a Public Art installation intended to be financed with funds held in the Public Art Fund, Owner may withdraw funds from the Public Art Fund in an amount up to the estimated value of the Public Art installation, as determined by the Planning Agency in conjunction with approval of the Final Art Submittal. Consistent with the Specific Plan, allowable expenses attributable to the value of a Public Art installation include the artist fee for design and fabrication, mountings and bases for installation of the artwork, and lighting that is integral to the artwork, but do not include landscaping surrounding the art, delivery expenses, or installation costs.

D. Forfeiture in the Event of Expiration, Termination, or Cancellation of Development Agreement. In the event the Development Agreement expires or is terminated or cancelled pursuant to the terms of the Development Agreement, and Owner's Accrued Actual Art Obligation has not been satisfied by the date of such expiration, termination or cancellation, that portion of the funds, if any, held in the Public Art Fund equal to the difference between Owner's Accrued Actual Art Obligation and the value of Public Art that has actually been installed shall be forfeited to the City and deposited into City's Public Art In-Lieu Fund.

VI. Project Building and Occupancy Permits

A. Building Permits. In order to be entitled to issuance of a building permit for any discrete 2026 Project component, Owner must demonstrate that the combination of (1) the value of specific Public Art installations already approved by the City's Planning Agency; and (3) the amount deposited by Owner into a Public Art Fund to fund larger Public Art installations serving the 2026 Project pursuant to the approved Conceptual Project Art Program.

B. Certificates of Occupancy. In order to be entitled to issuance of a final certificate of occupancy for any building in the 2026 Project, Owner must demonstrate that it is in

compliance with the timeframes for installation of Public Art set forth in the Conceptual Project Art Program phasing plan and all approved Final Art Submittals.

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 8/3/2026 11:42:36 AM	
Style name: Perkins	
Intelligent Table Comparison: Active	
Original DMS: iw://perkinscoie.cloudimanage.com/LEGAL/185792712/50	
Modified DMS: iw://perkinscoie.cloudimanage.com/LEGAL/185792712/51	
Changes:	
Add	6
~~Delete~~	5
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	11

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Approval of an Ordinance Adopting Zoning Text Amendment and Zoning Map Amendment No. RZNE-0014-2026, (10 A Text Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Implement the General Plan Housing Element by Amending Chapter 9-11 (Overlay Districts) to Implement the Amended Land Use Element by Renaming the Existing Housing (H) Overlay Zone to Housing 50 (H50) Overlay Zone and Introducing a New Housing 80 (H80) Overlay Zone; and (2) A Zone Change to Apply the Housing 50 (H50) Overlay Zone and Housing 80 (H80) Overlay Zone to 23501 - 23561 Ridge Route Drive (APN# 588-331-12), 25201 - 25241 Paseo De Alicia (APN# 620-221-42, 620-221-44, and 620-221-49), and to Additional Properties as Specified in the Proposed Ordinance

Recommendation: That the City Council approve an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting Zoning Text Amendment and Zoning Map Amendment No. RZNE-0014-2026, (10 A Text Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code to Implement the General Plan Housing Element by Amending Chapter 9-11 (Overlay Districts) to Implement the Amended Land Use Element by Renaming the Existing Housing (H) Overlay Zone to Housing 50 (H50) Overlay Zone and Introducing a New Housing 80 (H80) Overlay Zone; and (2) A Zone Change to Apply the Housing 50 (H50) Overlay Zone and Housing 80 (H80) Overlay Zone to 23501 - 23561 Ridge Route Drive (APN# 588-331-12), 25201 - 25241 Paseo De Alicia (APN# 620-221-42, 620-221-44, and 620-221-49), and to Additional Properties as Specified in the Proposed Ordinance"

Background:

This Ordinance was introduced at the special meeting of the City Council on August 19, 2026. A public hearing was conducted and closed. The Staff Recommendation of introducing the Ordinance for first reading and waiving further reading was passed.

There were stylistic changes to the ordinance from the first reading and a change in the posting location to be in compliance with City Council Resolution 2025-09-23-1.

Fiscal Impact:

There is no direct fiscal impact associated with the proposed actions. However, failure to implement the proposed General Plan Amendment, Zoning Text Amendment, and Zone Change necessary to maintain compliance with the No Net Loss Law could have adverse financial and legal consequences for the City. State law requires jurisdictions to maintain an adequate inventory of sites with realistic development capacity to accommodate their remaining RHNA throughout the 6th Cyle Housing Element planning period. Failure to maintain compliance with the No Net Loss Law could result in the City falling out of compliance with its certified Housing Element and other applicable state housing requirements. Such noncompliance may affect the City's eligibility for certain state housing, transportation, and infrastructure funding programs and could subject the City to enforcement actions by the State of California or litigation by interested parties. Potential remedies may include court-ordered actions requiring the City to amend its General Plan and zoning regulations to restore adequate housing capacity, as well as other remedies authorized under state housing law.

Attachments:

1. Draft Ordinance – Zoning Text Amendment & Zone Change

ORDINANCE NO. 2026 – 6

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT AND ZONING MAP AMENDMENT NO. RZNE-0014-2026, (1) A TEXT AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO IMPLEMENT THE GENERAL PLAN HOUSING ELEMENT BY AMENDING CHAPTER 9-11 (OVERLAY DISTRICTS) TO IMPLEMENT THE AMENDED LAND USE ELEMENT BY RENAMING THE EXISTING HOUSING (H) OVERLAY ZONE TO HOUSING 50 (H50) OVERLAY ZONE AND INTRODUCING A NEW HOUSING 80 (H80) OVERLAY ZONE; AND (2) A ZONE CHANGE TO APPLY THE HOUSING 50 (H50) OVERLAY ZONE AND HOUSING 80 (H80) OVERLAY ZONE TO 23501 – 23561 RIDGE ROUTE DRIVE (APN# 588-331-12), 25201 – 25241 PASEO DE ALICIA (APN# 620-221-42, 620-221-44, AND 620-221-49), AND TO ADDITIONAL PROPERTIES AS SPECIFIED IN THE PROPOSED ORDINANCE.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property and related development standards within all zoning districts in the City; and

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes an official Zoning Map portraying the location and extent of the various zoning districts within the City; and

WHEREAS, Government Code Section 65584 requires local jurisdictions to encourage, promote, and facilitate the development of housing to accommodate its regional housing need; and

WHEREAS, the City of Laguna Hills has been assigned an allocation of 1,985 new housing units as its share of the Regional Housing Needs Assessment ("RHNA") in Southern California for the 6th Housing Element cycle covering the 2021-2029 Planning Period; and

WHEREAS, on March 26, 2024, the City Council adopted an Amended 2021-2029 Housing Element update, which was certified by California Department of Housing and Community Development ("HCD") on May 23, 2024, that included an inventory of specific vacant and underutilized sites capable of accommodating the City's RHNA across all income levels; and

WHEREAS, subsequent to certification of the City's 2021–2029 Housing Element, the City approved one or more residential development projects on sites identified in the Housing Element site inventory, resulting in a reduction of the residential development capacity previously assumed to satisfy the City's RHNA by 443 units; and

WHEREAS, the City of Laguna Hills has initiated the following actions (collectively, the "Project"): (A) a General Plan Amendment to amend the Land Use Element to comply with No Net Loss Law (Government Code Section 65863) by specifying that select Housing Element sites may be developed at residential densities between 30 and 80 dwelling units per acre; (B) a Zoning Text Amendment to implement the amended Land Use Element by renaming the existing Housing (H) Overlay Zone to Housing 50 (H50) Overlay Zone and introducing a new Housing 80 (H80) Overlay Zone; and (C) a Zone Change to apply the Housing 50 (H50) Overlay Zone and Housing 80 (H80) Overlay Zone to 23501 – 23561 Ridge Route Drive (APN# 588-331-12), 25201 – 25241 Paseo de Alicia (APN# 620-221-42, 620-221-44, and 620-221-49), and to additional properties as specified in the proposed ordinance; and WHEREAS, this Zoning Text Amendment and Zoning Map Amendment No. RZNE-0014-2026 is a City-initiated zoning text amendment and zoning map amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC or to the official zoning map is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC §§ 9-90.050 and 9-90.060); and

WHEREAS, on March 26, 2024, the City Council adopted the 7th Addendum to the General Plan Program Environmental Impact Report (PEIR) for the Amended Housing Element Update; and

WHEREAS, concurrently with adoption of this Ordinance, the City Council adopted Resolution No. 2026-08-19-1 adopting an amendment to the General Plan Land Use Element; and

WHEREAS, Implementation Program H-7 (Zoning Ordinance Update) of the Amended 2021-2029 Housing Element Update commits the City to evaluating and updating development standards, including open space, lot coverage, and height standards, and permit requirements for multifamily development; and

WHEREAS, to meet state law requirements to address the City's RHNA and to ensure a sufficient selection of sites in the City are available for higher density development, Implementation Program H-11 (2021-2029 Regional Housing Need) of the Amended 2021-2029 Housing Element Update commits the City to amending its Zoning and Development Code to "rezone" certain underutilized candidate sites identified in the Housing Element to modify the development standards applicable to such sites in order to allow multifamily residential uses at an increased allowable density subject to the requirements of Government Code Section 65583.2(h); and

WHEREAS, a notice of the public hearing, describing the project, date, time, and location of hearing was published on July 30, 2026, in the *Saddleback Valley*

News, posted to the City's website, emailed to a distribution list of interested parties, mailed via the United States Postal Service to property owners within the Mixed Use (MXU) zoning district, and property owners within a 300-foot radius of any Housing (H) Overlay Zone site, and was physically posted on July 30, 2026, at Laguna Hills City Hall, Laguna Hills Community Center, and Knotty Pine Park; and

WHEREAS, the City Council of the City of Laguna Hills held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties regarding the Project at a public hearing held on August 19, 2026; and

WHEREAS, on August 19, 2026, at a duly noticed public hearing, the City Council approved General Plan Amendment No. RZNE-0014-2026 (Resolution 2026-08-19-1), amending the Land Use Element in furtherance of the 2021-2029 Housing Element and State No Net Loss requirements.

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

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

SECTION 2. The proposed Zoning Text Amendment, and Zone Change are statutorily exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080.085. This statutory exemption applies because the proposed amendments implement the program of actions identified in the City's certified 2021–2029 Housing Element. Specifically, the amendments are undertaken to satisfy Housing Element implementation requirements by establishing land use designations, zoning regulations, and development standards necessary to accommodate the City's RHNA and maintain compliance with applicable state housing laws. As implementation actions of a certified Housing Element, the proposed amendments qualify for the statutory exemption provided under Section 21080.085 and, therefore, are not subject to further environmental review under CEQA.

SECTION 3. In accordance with Section 9-92.080 of the City of Laguna Hills Development Code, the following findings for approving Zoning Text Amendment and Zoning Map Amendment No. RZNE-0014-2026 are made:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

   The proposed zoning text and map amendments implement Programs H-7 (Zoning Ordinance Update) and H-11 (2021-2029 Regional Housing Need) of the Amended 2021-2029 Housing Element Update by up-zoning candidate housing sites and by modifying the residential development standards in the

Housing Overlays that pertain to building height in order accommodate higher densities and satisfy the City's Regional Housing Need Allocation (RHNA) of 1,985 new dwelling units during the 6th Cycle Planning Period. The proposed Zoning Text Amendment and Zone Change implement the General Plan Land Use Element by establishing zoning regulations necessary to maintain compliance with California Government Code Section 65863 (No Net Loss Law). The amendments establish the Housing 50 Overlay Zone and Housing 80 Overlay Zone, identify the properties to which each overlay applies, establish corresponding residential development standards, and rezone Site N from Freeway Commercial (FC) to Mixed Use (MXU) to ensure consistency between the General Plan land use designation and the City's zoning regulations. The amendments provide zoning capacity consistent with the residential densities authorized by the General Plan Land Use Element and support the City's ability to maintain an adequate inventory of sites to accommodate its remaining RHNA.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses:

   The proposed zoning text and map amendments modify residential densities and development standards to help meet the City's RHNA of 1,985 new dwelling units during the 6th Cycle Planning Period (2021-2029). The proposed amendments establish objective development standards for properties designated with the Housing 50 and Housing 80 Overlay Zones, including residential density and development regulations that facilitate housing opportunities while maintaining compatibility with surrounding land uses. The amendments direct higher-density residential development to sites identified through the City's No Net Loss analysis as having the greatest potential to accommodate additional housing and provide a predictable regulatory framework that promotes orderly development, efficient land use patterns, and compatibility with adjacent neighborhoods.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

   The proposed zoning text and map amendments implement the Amended 2021-2029 Housing Element Update, which provides an eight-year housing plan for the City, as required by state law. The proposed amendments provide reasonable development opportunities by establishing zoning regulations that permit residential development at densities necessary to restore the City's inventory of adequate housing sites in accordance with Government Code Section 65863. The Housing 50 Overlay permits residential development at densities between 20 and 50 dwelling units per acre, while the Housing 80 Overlay permits residential development at densities between 30 and 80

dwelling units per acre. Future development on affected properties will remain subject to all applicable federal, state, and local environmental regulations, development standards, and design requirements. The amendments do not alter the City's environmental protection policies or authorize development that would adversely affect environmentally sensitive resources.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

   The proposed zoning text and map amendments are necessary to implement Programs H-7 (Zoning Ordinance Update) and H-11 (2021-2029 Regional Housing Need) of the Amended 2021-2029 Housing Element Update and to be consistent with the amendments made to the General Plan Land Use Element pursuant to General Plan Amendment No. RZNE-0014-2026. The proposed amendments establish zoning regulations that are consistent with the amended General Plan Land Use Element by creating the Housing 50 and Housing 80 Overlay Zones, establishing corresponding development standards, and applying appropriate zoning designations to identified No Net Loss sites. The rezoning of Site N from Freeway Commercial (FC) to Mixed Use (MXU) eliminates inconsistencies between the General Plan and the Official Zoning Map and provides an underlying zoning designation that supports residential development in conjunction with the Housing 80 Overlay. Collectively, the amendments ensure consistency among the General Plan, the Zoning Code, and the Official Zoning Map.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

   The proposed zoning text and map amendments are necessary to implement Programs H-7 (Zoning Ordinance Update) and H-11 (2021-2029 Regional Housing Need) of the Amended 2021-2029 Housing Element Update and to help the City accommodate its Regional Housing Need Allocation (RHNA) of 1,985 new dwelling units during the 6th Cycle Planning Period. Furthermore, the proposed amendments support the public health, safety, and general welfare by implementing zoning regulations necessary to maintain compliance with California Government Code Section 65863 and preserve an adequate inventory of sites capable of accommodating the City's remaining RHNA throughout the Housing Element planning period. The amendments establish objective development standards governing residential density, building height, setbacks, open space, landscaping, parking, and other site development requirements that ensure future residential development is compatible with surrounding land uses and adequately served by public infrastructure. The proposed zoning text and map amendment facilitates the development of housing on appropriate sites while maintaining consistency with the General Plan, the amendments promote balanced community

growth, expand housing opportunities, and further the City's long-term planning objectives.

SECTION 4. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-11 (Overlay Districts), Section 9-11.030 (Denotation/location of overlay districts), is hereby amended and restated to read in its entirety as follows:

“Overlay districts shall be denoted on the zoning map by the base district symbol followed by, as part of the symbol, parenthetically enclosed letters indicating the overlay district. The following overlay districts have been created:

District	Symbol	Location/Description
Vehicle Repair and Vehicle Body Repair/Paint Restoration	VR	23501, 23502, 23512, 23522, 23532, and 23551 Commerce Center Drive, in the North Laguna Hills Business Park
Hospitality Overlay Zone	HOZ	23002 Lake Forest Drive; 23052, 23041, 23046, 23061, and 23175 Avenida de la Carlota; 23421, 23441, and 23461 South Pointe Drive
Housing 50 Overlay Zone	H50	23272, 23282, 23330, 23332, 23382, 23422, 24411, and 24461 Mill Creek Drive;
Housing 80 Overlay Zone	H80	23201 and 23212 Mill Creek Drive; 23172 Plaza Pointe Drive; 23441, 23342, and 23421 South Pointe Drive; 25201, 25231, and 25241 Paseo de Alicia; 23501, 23521, 23531, 23541, 23561, 23601, 23621, & 23641 Ridge Route Drive

SECTION 5. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-11 (Overlay Districts), is hereby amended to add Section 9-11.060 (Housing overlay zone) to read in its entirety as follows:

“Development Standards. The development standards applicable to residential uses within the housing overlay zones are shown within Table 9-11.060. All other applicable development standards in the underlying zoning district and not in conflict with this section shall apply.

A. **9-11.060. Housing overlay zones.**

A. Purpose and Intent. The housing overlay zones (H50 and H80) are established to provide development and land use regulations for the development of housing on specified sites identified in the city of Laguna Hills 2021-2029 housing element to accommodate the city's unmet regional housing needs allocation (RHNA).

B. Development Standards. The development standards applicable to residential uses within the housing overlay zones are shown within Table 9-11.060. All other applicable development standards in the underlying zoning district and not in conflict with this section shall apply.

Table 9-11.060

Item	H50 Standard	H80 Standard
Minimum density	20 du/ac	30 du/ac
Maximum density	50 du/ac	80 du/ac
Maximum building height	65 ft	75 ft

C. Special Provisions. The following regulations shall apply to the use of a lot designated within the housing overlay zones, in addition to all applicable provisions of this title. Where there is a conflict, the provisions of this section shall apply.

1. Residential uses shall occupy at least fifty (50) percent of the total gross floor area of a mixed use development.

2. For developments in which twenty (20) percent or more of the units are affordable to lower income house-holds (income and affordability levels set forth in Sections 50079.5, 50093, and 50105 of the Health and Safety Code shall apply), owner-occupied and rental multifamily uses are considered a use by right pursuant to subdivisions (h) and (i) of Government Code Section 65583.2 and shall be reviewed ministerially by the Director.

3. An applicant for a project pursuant to this section may apply for a density bonus, incentives or concessions, waivers or reductions in development standards, and reduced parking ratios in accordance with Government Code Section 65915 and Section 9-72.030.

4. Dwelling, multiple-family is permitted as a stand-alone use.

SECTION 6. The official Zoning Map is hereby amended as shown in Exhibit 1 to this Ordinance to denote Housing 50 (H50) Overlay Zone and Housing 80 (H80) Overlay Zone for the applicable properties as referenced in LHMC Section 9-11.030 (Denotation/location of overlay districts).

SECTION 7. This Ordinance shall take effect on September 25, 2026, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 8. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 9. If any section, subsection, subdivision, sentence, clause, phrase, 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, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 10. 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.

PASSED, APPROVED, AND ADOPTED this 25th day of August, 2026.

_____
DON CASKEY, MAYOR

ATTEST:

_____
JOSHUA STEVENSON, CITY CLERK

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

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2026-6 was duly introduced and placed upon its first reading at a Special Meeting of the City Council on the 19th day of August 2026, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 25th day of August 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
JOSHUA STEVENSON, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss AFFIDAVIT OF POSTING
CITY OF LAGUNA HILLS) AND PUBLICATION

JOSHUA STEVENSON, being first duly sworn, deposes and says:

That he is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2026-6, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT AND ZONING MAP AMENDMENT NO. RZNE-0014-2026, (1) A TEXT AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO IMPLEMENT THE GENERAL PLAN HOUSING ELEMENT BY AMENDING CHAPTER 9-11 (OVERLAY DISTRICTS) TO IMPLEMENT THE AMENDED LAND USE ELEMENT BY RENAMING THE EXISTING HOUSING (H) OVERLAY ZONE TO HOUSING 50 (H50) OVERLAY ZONE AND INTRODUCING A NEW HOUSING 80 (H80) OVERLAY ZONE; AND (2) A ZONE CHANGE TO APPLY THE HOUSING 50 (H50) OVERLAY ZONE AND HOUSING 80 (H80) OVERLAY ZONE TO 23501 – 23561 RIDGE ROUTE DRIVE (APN# 588-331-12), 25201 – 25241 PASEO DE ALICIA (APN# 620-221-42, 620-221-44, AND 620-221-49), AND TO ADDITIONAL PROPERTIES AS SPECIFIED IN THE PROPOSED ORDINANCE.

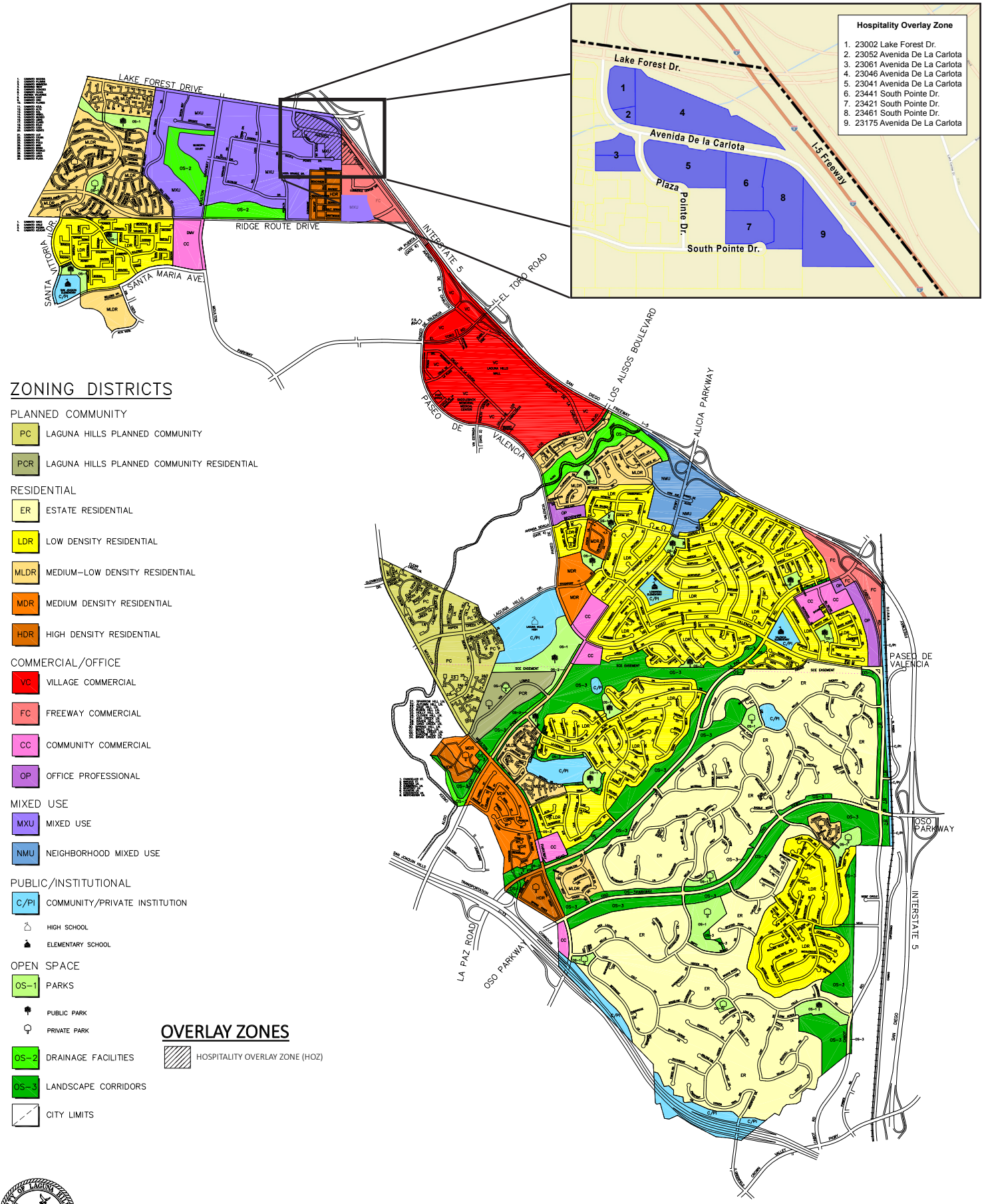
on the 3rd day of September 2026, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2025-09-23-1, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Knotty Pine Park

_____
JOSHUA STEVENSON, CITY CLERK
Laguna Hills, California

EXHIBIT 1

OFFICIAL ZONING MAP, AS AMENDED



CITY OF LAGUNA HILLS
ZONING DISTRICT MAP

DATE	REVISION
11/14/95	Adoption of Zoning Ordinance
07/01/96	Annexation Effective
09/18/00	PC Annexation
06/26/01	Nellie Gail Subdivision
09/25/09	Adoption of Zoning District Map Amendment

PREPARED BY THE PLANNING CENTER 0 600 1,200

LAH-70MF DWG 10/11/09

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Approval of an Ordinance Adopting RZNE-0015-2026 for the Inclusionary Housing Program by Adding Chapter 9-73 (Inclusionary Housing) of Title 9 (Zoning Code) of the Laguna Hills Municipal Code to Establish an Inclusionary Housing Program, Require the Provision of Affordable Housing in Certain Residential Developments, Establish an Inclusionary Housing Fund, Provide Alternative Methods of Compliance, and make Findings Related Thereto

Recommendation: That the City Council approve an ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting RZNE-0015-2026 for the Inclusionary Housing Program by Adding Chapter 9-73 (Inclusionary Housing) of Title 9 (Zoning Code) of the Laguna Hills Municipal Code to Establish an Inclusionary Housing Program, Require the Provision of Affordable Housing in Certain Residential Developments, Establish an Inclusionary Housing Fund, Provide Alternative Methods of Compliance, and make Findings Related Thereto"

Background:

This Ordinance was introduced at the special meeting of the City Council on August 19, 2026. A public hearing was conducted and closed. The Staff Recommendation of introducing the Ordinance for first reading and waiving further reading was passed.

There were stylistic changes to the ordinance from the first reading and a change in the posting location to be in compliance with City Council Resolution 2025-09-23-1.

Fiscal Impact:

There is no direct fiscal impact associated with the proposed actions.

Attachments:

1. Proposed Inclusionary Housing Ordinance

ORDINANCE NO. 2026 – 7

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING RZNE-0015-2026 FOR THE INCLUSIONARY HOUSING PROGRAM BY ADDING CHAPTER 9-73 (INCLUSIONARY HOUSING) OF TITLE 9 (ZONING CODE) OF THE LAGUNA HILLS MUNICIPAL CODE TO ESTABLISH AN INCLUSIONARY HOUSING PROGRAM, REQUIRE THE PROVISION OF AFFORDABLE HOUSING IN CERTAIN RESIDENTIAL DEVELOPMENTS, ESTABLISH AN INCLUSIONARY HOUSING FUND, PROVIDE ALTERNATIVE METHODS OF COMPLIANCE, AND MAKE FINDINGS RELATED THERETO

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to adopt and enforce ordinances to protect the public health, safety, and welfare; and

WHEREAS, California Government Code Sections 65580 through 65589.11 (Housing Element Law) require every city and county to plan for and facilitate the development of housing to meet the housing needs of all economic segments of the community; and

WHEREAS, Government Code Section 65584 requires local jurisdictions to encourage, promote, and facilitate the development of housing to accommodate its regional housing need; and

WHEREAS, the City of Laguna Hills has been assigned an allocation of 1,985 new housing units as its share of the Regional Housing Needs Assessment (“RHNA”) in Southern California for the 6th Housing Element cycle covering the 2021-2029 Planning Period; and

WHEREAS, the City Council adopted the City of Laguna Hills 2021-2029 Housing Element on March 26, 2024, and the California Department of Housing and Community Development ("HCD") subsequently determined that the Housing Element to be in substantial compliance with State Housing Element Law on May 23, 2024; and

WHEREAS, the Housing Element identifies implementation programs intended to increase the supply of affordable housing and specifically includes Programs H-6 and H-7 directing the City to evaluate and adopt an Inclusionary Housing Program and corresponding in-lieu fee; and

WHEREAS, the City's RHNA for the Sixth Housing Element Cycle requires the City to plan for the accommodation of housing affordable to households at all income levels, including very low-, low-, and moderate-income households; and

WHEREAS, although HCD permits jurisdictions to assume that qualifying Housing Element sites may accommodate lower-income housing at densities established under State Housing Element Law for purposes of Housing Element planning and site inventory, actual residential development is influenced by market conditions, available financing, applicable development regulations, and state housing laws, and may result in fewer deed-restricted affordable housing units than assumed during the applicable Housing Element planning period; and

WHEREAS, on August 19, 2026, at a duly noticed public hearing, the City Council approved General Plan Amendment No. RZNE-0014-2026 (Resolution 2026-08-19-1), amending the Land Use Element in furtherance of the 2021-2029 Housing Element and State No Net Loss requirement; and

WHEREAS, absent an inclusionary housing requirement or comparable affordable housing program, future residential development may not produce sufficient affordable housing opportunities to address the City's housing needs or support continued compliance with Housing Element implementation objectives and No Net Loss requirements; and

WHEREAS, establishment of an Inclusionary Housing Fund will ensure that all in-lieu fees collected pursuant to this ordinance are used exclusively to increase, preserve, or assist the production of affordable housing within the City and to administer and monitor the Inclusionary Housing Program; and

WHEREAS, the City Council finds that requiring residential development to contribute toward affordable housing opportunities through the construction of inclusionary units, approved alternative compliance methods, or payment of an in-lieu fee will further important public purposes by increasing the supply of affordable housing, promoting economically diverse neighborhoods, implementing the City's Housing Element, and advancing the public health, safety, and welfare; and

WHEREAS, the City Council further finds that the requirements established by this ordinance are reasonable, uniformly applicable, consistent with State Housing Element Law, and necessary to implement the City's adopted housing policies while providing flexibility through alternative compliance options where appropriate; and

WHEREAS, a notice of the public hearing, describing the project, date, time, and location of hearing was published on July 30, 2026, in the *Saddleback Valley News*, posted to the City’s website, emailed to a distribution list of interested parties, mailed via the United States Postal Service to property owners within the Mixed Use (MXU) zoning district, and property owners within a 300-foot radius of any Housing (H)

Overlay Zone site, and was physically posted on July 30, 2026, at Laguna Hills City Hall, Laguna Hills Community Center, and Knotty Pine Park; and

WHEREAS, the City Council of the City of Laguna Hills held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties regarding the Project at a public hearing held on August 19, 2026.

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

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

SECTION 2. The adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) and 15378 because the ordinance establishes a regulatory program that does not commit the City to any specific development project and has no potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 3. In accordance with Section 9-92.080 of the City of Laguna Hills Development Code, the following findings for approving Zoning Text Amendment No. RZNE-0015-2026 are made:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

   The proposed amendment is consistent with the goals and policies of the Laguna Hills General Plan, including the Housing Element, by implementing Housing Element Programs H-6 and H-7, which call for the establishment of an inclusionary housing program to increase the production and preservation of affordable housing. The ordinance advances the General Plan's housing goals by promoting a balanced housing supply that accommodates households at a range of income levels, expanding opportunities for affordable housing within new residential developments, and providing an additional implementation tool to assist the City in meeting its Regional Housing Needs Allocation (RHNA) obligations while maintaining compliance with State Housing Element Law.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses:

The proposed amendment establishes objective and uniformly applicable development standards governing the provision of affordable housing within qualifying residential developments. The ordinance requires inclusionary units to be integrated throughout residential developments, constructed to be comparable in appearance and quality to market-rate units, distributed proportionately by bedroom type, and provided with equivalent access to project amenities. These standards ensure that affordable housing is compatible with surrounding residential development, preserves neighborhood character, and promotes cohesive, mixed-income communities while providing clear and consistent development regulations applicable to all qualifying projects.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

   The proposed amendment does not alter permitted land uses, increase allowable residential densities, expand development into environmentally sensitive areas, or modify existing environmental protection standards. Instead, the ordinance establishes affordable housing requirements applicable only to otherwise permitted residential development and provides multiple compliance options, including on-site construction, alternative methods of compliance, and limited use of in-lieu fees. The ordinance preserves reasonable development rights while maintaining all existing environmental regulations, development standards, and resource protection requirements applicable to future development projects.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

   The proposed amendment implements adopted Housing Element policies and implementation programs by establishing a regulatory framework that ensures future residential development contributes to the City's affordable housing objectives. While the Housing Element assumes that qualifying residential sites will accommodate a significant number of lower-income households for planning purposes, existing development regulations do not require the production of affordable housing units within market-rate residential projects. The proposed ordinance addresses this regulatory gap by establishing consistent affordable housing requirements, implementation procedures, and alternative compliance mechanisms that align the Municipal Code with the City's adopted Housing Element policies and affordable housing objectives.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed amendment promotes the public health, safety, and general welfare by increasing opportunities for the development and preservation of affordable housing for lower- and moderate-income households, supporting a diverse housing supply, and helping to address documented community housing needs. The ordinance assists in implementing State Housing Element Law, promotes long-term housing stability, reduces barriers to housing opportunity, and establishes a permanent funding source for affordable housing through the Inclusionary Housing Fund. By requiring future residential development to contribute toward affordable housing, the ordinance advances important public purposes, supports economic diversity, and strengthens the City's ability to maintain compliance with State housing requirements while enhancing the overall quality of life for current and future residents.

SECTION 4. Chapter 9-73 (Inclusionary Housing) of Title 9 (Development Code) is hereby added to the Laguna Hills Municipal Code, which shall read as follows:

Chapter 9-73 Inclusionary Housing

Sections:

9-73.010 Purpose and intent.

9-73.020 Definitions.

9-73.030 Applicability.

9-73.040 Exemptions.

9-73.050 Inclusionary Housing Standards.

9-73.060 Alternatives to Constructing Inclusionary Housing Units.

9-73.070 Affordable Housing Plan.

9-73.080 Density Bonus.

9-73.090 Administration and Enforcement.

9-73.010 Purpose and Intent.

The purpose of this section is to promote, facilitate, and require the development of affordable housing opportunities for moderate-, low-, and very low-income households within the residential developments proposed to be constructed in the City of Laguna

Hills. The intent of this program is to ensure that a portion of new residential developments contribute to the City's housing needs by providing housing options, or equivalent funds, to establish housing units for moderate and lower-income levels.

9-73.020 Definitions.

As used in this chapter, the following items shall have meanings as set forth below.

“Accessory dwelling unit” or “ADU” as defined in California Government Code Section 66313 means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence.

“Affordable housing unit” means a dwelling unit restricted for occupancy by an eligible household at an affordable rent or affordable housing cost, as applicable, consistent with this chapter and applicable state law.

“Affordable housing agreement” means a legally enforceable recorded agreement between a property owner or owners and the City of Laguna Hills to ensure that the long-term inclusionary requirements of this chapter are satisfied. The agreement establishes, among other things, the number of required inclusionary units, location, affordability tenure, terms and conditions of affordability and unit production schedule, and deed restrictions.

“Allowable housing expense” means the total monthly or annual recurring expenses required of a household to obtain and maintain the housing unit. For an ownership unit, allowable housing expenses include loan principal and interest at the time of initial purchase by the homebuyer, allowances for property and mortgage insurance, property taxes, homeowners' association dues, and a reasonable allowance for utilities as defined Section 50052.5 of the Health and Safety Code; the utility allowance shall be as established by the Orange County Housing Authority. For a rental unit, allowable housing expenses include rent as defined in Section 50053 of the Health and Safety Code and a utility allowance as established by the Orange County Housing Authority, as well as all monthly payments made by the tenant to the lessor in connection with use and occupancy of a housing unit and land and facilities associated therewith, including any separately charged fees, utility charges, or service charges assessed by the lessor and payable by the tenant.

“Affordable housing plan” means a plan in conformance with this chapter specifying the manner in which affordable units will be provided.

“Density bonus” means an increase in the number of units permitted in a proposed residential development provided pursuant to California State Density Bonus Law as set forth in California Government Code Section 65915, et seq.

“Developer” means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks City approvals for all or part of a

residential development. The term “developer” also means the owner or owners of any such property for which such approvals are sought.

“Extremely low-income household” means households that earn 30% or less than the Area Median Income for Orange County as determined, as annually defined by the California Department of Housing and Community Development.

“Incentives or concessions” means the regulatory incentives and concessions as defined in California Government Code Section 65915(k), to include, but not be limited to, the reduction of site development standards or zoning code requirements, approval of mixed-use zoning in conjunction with the housing project, or any other regulatory incentive that would result in identifiable cost reductions to enable the provision of housing for the designated income group or qualifying residents.

“Inclusionary housing fund” means the fund established by the City pursuant to Section 9-73.090.A.

“Inclusionary unit” means an ownership or rental unit that will be offered for rent or sale exclusively to moderate- and/or lower-income households and maintained as an affordable housing unit, as required by this chapter.

“Household” means all persons residing in a unit.

“Low-income household” means a household with a gross annual income ranging above 50% and below 80% of the Area Median Income for Orange County as annually defined, by the California Department of Housing and Community Development.

“Lower-income household” includes low-income, very low-income and extremely low-income households, whose gross income does not exceed 80% of the Area Median Income for Orange County as determined annually by the California Department of Housing and Community Development.

“Market-rate unit” means a dwelling unit in a residential development that is not an inclusionary unit.

“Moderate-income Household” means a household with a gross annual income ranging above 80% to 120% of the Area Median Income for Orange County as determined, as annually defined by the California Department of Housing and Community Development.

“Ownership unit” means a residential dwelling unit intended to be sold individually to owners.

“Rental unit” means a residential dwelling unit intended not to be developed or constructed to be sold individually.

“Residential development” means any project for the development of land requiring a ministerial or discretionary permit for which an application has been submitted to the

City, which would create new ownership or rental units intended for permanent occupancy by either the construction or alteration of structures or the conversion of a use to residential from any other use.

“Total residential units” means, the number of dwelling units in the base residential development, including market-rate units and inclusionary units, but excluding density bonus units provided pursuant to California Government Code Section 65915, et seq.

“Very low-income household” means households with a gross annual income ranging above 30% to 50% of the Area Median Income for Orange County as determined, as annually defined by the California Department of Housing and Community Development.

9-73-030 Applicability.

The provisions of this chapter shall be applicable as follows:

A. Except as otherwise provided in this chapter or by state or federal law, residential developments consisting of ten (10) or more dwelling units shall provide inclusionary units of the number and type required by, and which meet the standards set forth in, Section 9-73.050.

B. The inclusionary housing requirements set forth in this chapter shall be applied no more than once to an approved development and/or vested entitlement by the City, regardless of changes in the ownership of the development, provided the total number of units does not change.

9-73-040 Exemptions.

The provisions of this chapter shall not apply to the following projects:

A. Projects that are not a residential development.

B. Any project that provides affordable housing in a manner that is equivalent to or greater than the requirements of this chapter, such as a project that has greater and longer affordability covenants than required by this section, subject to approval by the City Council.

C. Accessory dwelling units (ADUs), except as required by this Chapter 9-73.

D. Residential development projects that consist only of one primary dwelling unit.

E. Residential development projects for which application of this chapter would impair vested rights under state or federal law, including rights arising from a development agreement, vesting tentative map, preliminary application submitted pursuant to Government Code Section 65941.1, complete application, building permit, or other

entitlement recognized by law, where such rights or entitlements are in effect on the effective date of the ordinance enacting this chapter.

F. Remodels and additions to single-family homes.

9-73.050 Inclusionary Housing Standards.

The provisions of this section shall apply to new residential development required to provide inclusionary units pursuant to this chapter.

A. Number and Type of Units Required.

1. Rental Units. For residential developments consisting of ten (10) or more new dwelling units and containing rental units, at least fifteen percent (15%) of the new rental units shall be inclusionary units that are reserved for occupancy by lower-income households as affordable housing units.

    a. At least seven and one-half percent (7.5%) of the new rental units shall be inclusionary units that are reserved for occupancy by very low-income households.

    b. The remaining inclusionary units provided may be reserved for occupancy by low-income households.

2. Ownership Units. For residential developments consisting of ten (10) or more new dwelling units and containing ownership units, at least fifteen percent (15%) of the new ownership units shall be inclusionary units that are reserved for sale to and occupancy by lower-income and moderate-income households as affordable housing units.

    a. At least five percent (5%) of the new ownership units shall be inclusionary units that are reserved for sale to and occupancy by lower-income households.

    b. The remaining inclusionary units provided may be reserved for sale to and occupancy by moderate-income households.

3. Fractions of units less than one-half (0.5) shall be rounded down to the nearest whole number and any fraction of a unit equal to or greater than one-half (0.5) shall be rounded up to the next whole number to establish the required number of inclusionary units. Alternatively, at the developer's option, any fractional unit requirement may be satisfied by paying a pro-rata fractional in-lieu fee into the inclusionary housing fund.

B. Design. The following design standards shall apply to residential development containing inclusionary units. The City Council shall have the discretion to approve modifications to design standards through a development agreement if the property

owner provides deeper levels of affordability at required percentages and/or higher percentages of affordability.

1. Inclusionary units shall be integrated with market rate units within a residential development as a whole, and shall be comparable in infrastructure, construction quality, and design to the market-rate units. Within the range of the common architectural theme(s) for the project as a whole, the exterior appearance, entrances, and other architectural features and the interior finishes and features of the inclusionary units shall be comparable to those of the market rate units of the same size, model, and/or plan type, with the exception of optional upgrades or improvements available to buyers of for-sale market rate units at an additional cost.

2. Inclusionary units shall be distributed throughout the residential development and not concentrated in a single area of the development or to a specific floor or area on a specific floor within a mixed-income multifamily structure. However, nothing in this subsection is intended to preclude a project consisting of up to 100 percent affordable housing project where permitted by applicable state or federal law.

3. To the extent practicable, the bedroom and bathroom count ratio for the inclusionary units shall be proportional, in number of bedrooms and bathrooms, to the market rate units and shall be equitably distributed throughout the residential development.

4. Residents of inclusionary units shall have the same rights and unrestricted access to all common amenities in the development, such as parking, open space, storage, and recreational space, as do residents of market-rate units.

C. Timing of construction. Inclusionary units shall be constructed and occupied concurrently with or prior to the construction and occupancy of market-rate units. In phased developments, inclusionary units shall be constructed and occupied concurrently or prior to the market-rate units in each applicable phase of the development.

D. Duration of affordability requirement.

1. Rental inclusionary units shall remain affordable housing units occupied by persons and families of the required income level for a minimum of 55 years, unless otherwise approved by the City Council.

2. Ownership inclusionary units shall remain affordable housing units and shall be sold and resold only to, and occupied by, persons and families of the required income level for a minimum of 55 years, unless a longer period is required by applicable law or agreed to pursuant to subsection 3 below. The affordable housing agreement shall establish the applicable resale restrictions and methodology for determining the maximum allowable resale price during the affordability period.

3. The City and the property owner may agree to a longer term of affordability in exchange for additional incentives or concessions, or if required by a provision of state or federal law or the terms of a program providing a subsidy to the residential development.

E. Affordable Housing Agreement.

1. An affordable housing agreement shall be entered into between the City and the fee owners of the property on which a residential development subject to the provisions of this chapter is located. The affordable housing agreement shall be prepared by the City, at the developer's cost, and shall be a legally binding agreement, executed by the City Manager, or his or her designee, and in a form and substance satisfactory to the City Manager and the City Attorney, and containing those provisions necessary to ensure that the requirements of this chapter are satisfied, whether through the provision of inclusionary units or through an approved alternative method. The affordable housing agreement shall be executed and recorded prior to final subdivision map approval or, where a subdivision map is not being processed, prior to the issuance of building permits for any portion of the residential development. The affordable housing agreement shall remain a senior, non-subordinate covenant and as an encumbrance running with the land for the full term thereof. In no event shall the affordable housing agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the residential development, or any other lien or encumbrance whatsoever for the entire term of the required covenants.

2. Unless otherwise provided by law or authorized by the City Manager, for residential developments containing inclusionary units, the affordable housing agreement shall include provisions acceptable to the City that address or require the following:

   a. The number, affordability level, affordability period, unit size mix, and locations of all inclusionary units. For inclusionary units that will be rented, the City may require the inclusionary units to be "floating" units that are not permanently designated.

   b. The timing of construction of the inclusionary units.

   c. Minimum maintenance standards for the residential development.

   d. The methodology for determining each inclusionary unit's initial and ongoing rent or sales and resale price(s), along with any resale restrictions, occupancy requirements, and/or eligibility requirements. The methodology shall be consistent with the affordability calculation methodologies and household size assumptions established pursuant to Section 9-73.090(B).

      i. For residential developments containing ownership inclusionary units, the affordable housing agreement shall include provisions requiring the initial

buyer(s) of each inclusionary unit meet the applicable income and eligibility requirements established for the unit and occupy the unit at all times until resale of the unit to another qualified buyer. The affordable housing agreement shall also require the initial purchaser and, if applicable, each subsequent purchaser, of an inclusionary unit, to execute and/or record one or more agreements and/or restrictive covenants benefiting and enforceable by the City, which address, among other things, the purchaser's obligations pertaining to certification of income, financing or refinancing of the unit, occupancy of the unit, property maintenance, insurance, periodic certification of compliance with applicable agreement terms, and re-sale of the unit. Such documents may include, without limitation promissory notes, deeds of trust, reimbursement agreements, option agreements, equity sharing agreements, and/or other covenants and regulatory documents necessary to ensure continued compliance with pertinent provisions of applicable law, conditions of approval, and the affordable housing agreement for the required affordability period.

ii. For residential developments containing rental inclusionary units, the affordable housing agreement shall include provisions requiring the owner to verify and certify, prior to the initial occupancy, and annually thereafter, that, each tenant household occupying an inclusionary unit meets the applicable income and eligibility requirements established for the unit, and to annually prepare a compliance report and certify that the inclusionary units are in compliance with the affordable housing agreement.

e. Recordkeeping requirements, including, but not limited to, provisions requiring the developer and/or property owner(s) to maintain inclusionary unit sales documents, tenant leases, income certifications, and other books, documents, and records related to the sale or rental of the inclusionary units and operation of the project for a specified minimum period of time; to allow the City to inspect any such books, documents, or records and to conduct an independent audit or inspection of such records at a location that is reasonably acceptable to the City Manager upon prior written notice; and to permit the City and its authorized agents and representatives to access the property and examine the housing units and to interview tenants and employees for the purpose of verifying compliance with the affordable housing agreement.

f. For residential developments containing ownership inclusionary units, the affordable housing agreement shall contain provisions requiring the developer: (a) to prepare and obtain the City's approval of a marketing program for the sale of the inclusionary units to qualified purchasers prior to the issuance of a certificate of occupancy for any portion of the project; (b) to thereafter market the inclusionary units in accordance with the marketing program; and (c) to provide the City with periodic reports with respect to the sale of the inclusionary units.

g. For residential developments containing rental inclusionary units, the affordable housing agreement shall contain provisions regarding property management and management responsibilities and shall require the developer to prepare and obtain the City's approval of a management plan for the project prior to the issuance of a certificate of occupancy for any portion of the project.

h. The payment of fees to reimburse the City for the estimated reasonable costs incurred by the City in monitoring the developer's compliance with, and otherwise administering, the affordable housing agreement, including, but not limited to, the City's review of marketing and management plans and annual compliance reports and the conduct of inspections and/or audits.

i. A description of additional incentives granted by the City, if any.

j. Other matters related to the development, maintenance, preservation, and retention of the inclusionary units deemed necessary and appropriate by the City Manager.

3. Compliance Monitoring. Each affordable housing agreement shall include provision for the monitoring by the City of each residential development and each inclusionary unit for compliance with the terms of this Chapter, the affordable housing agreement, and as required by law. The City Council may, by resolution, establish fees to recover the City’s reasonable costs of administering, monitoring and enforcing the requirements of this Chapter and any affordable housing agreement.

9-73.060 Alternatives to Constructing Inclusionary Units.

The following alternatives may be used to satisfy the requirement to provide inclusionary units on a project site:

A. Alternate Methods of Compliance.

1. Applicants may propose other concepts for meeting the requirements of this section, whether on- or off-site. Any alternate method of compliance shall be subject to the review and approval of the City Council, in its discretion. No applicant shall be entitled to approval of an alternate method of compliance.

2. Alternative means of compliance may include, but are not limited to, land dedication for affordable housing, off-site construction of affordable housing, or acquisition and rehabilitation of existing affordable housing units.

3. The City Council may, in its discretion, approve or deny alternate methods of compliance. In determining whether to approve an alternate method, the City Council shall consider whether the applicant has demonstrated that the proposed method furthers the purpose and intent of this chapter and provides an affordable

housing benefit that the City Council determines is appropriate in light of the otherwise applicable inclusionary housing obligation. Such methods may include satisfying inclusionary requirements through the provision of ADUs subject to affordability restrictions.

B. In-Lieu Fee. In lieu of providing inclusionary units in a project, a developer may pay the City's in-lieu fee to satisfy the inclusionary housing requirement.

1. Developers of residential developments consisting of ten (10) or more for sale units may pay the City's in-lieu fee to satisfy the inclusionary housing requirement.

2. Developers of residential developments consisting of ten (10) to twenty (20) rental units may pay the City's in-lieu fee to satisfy the inclusionary housing requirement.

3. Except as provided in subsection C.1 below, developers of residential developments of more than twenty (20) rental units do not have the option of an in-lieu fee payment and must either construct inclusionary units equal to fifteen (15) percent of the new units in accordance with Section 9-73.050 or satisfy the requirement through an alternate method of compliance approved by the City Council pursuant to this section.

4. In-lieu fees shall be paid prior to the issuance of the first building permit for the residential development. For phased developments, the developer may pay a pro rata share of the in-lieu fee concurrently with the issuance of building permits for each development phase.

5. In-lieu fees shall be paid according to a fee schedule adopted by the City Council and amended from time to time.

6. All in-lieu fees collected shall be deposited into the inclusionary housing fund.

C. Adjustments or Waivers.

1. Extreme Economic Hardship. Residential development projects consisting of more than twenty (20) rental units may, in the sole and absolute discretion of the City Council, be permitted to pay the applicable in-lieu fee in lieu of constructing some or all of the required inclusionary units, provided the developer shows, based on substantial evidence, that constructing the required inclusionary units on-site would present an extreme economic hardship, based on objective, industry standard factors such as project size, site constraints, and/or financial considerations.

2. Takings. Notwithstanding any other provision of this chapter, the requirements of this chapter may be waived, adjusted, or reduced in the sole discretion of the City Council if the developer shows, based on substantial evidence, that applying the requirements of this chapter would take property in violation of the United States

or California Constitutions. Such a waiver, adjustment or reduction may be approved only to the extent necessary to avoid an unconstitutional result, after adoption of written findings, based on substantial evidence, supporting the determination. In making a determination on an application for such a waiver, adjustment or reduction, the developer shall bear the burden of proof of presenting substantial evidence to support the claim, and the City may assume each of the following when applicable: (a) that the developer will provide the most economical inclusionary units feasible, meeting the requirements of this chapter and any regulations adopted to implement this chapter; and (b) that the developer is likely to obtain housing subsidies when such funds are reasonably available.

3. Any request for relief pursuant to subsection C shall be submitted to the City concurrently with the affordable housing plan and shall set forth in detail the factual and legal basis for the request.

9-73.070 Affordable Housing Plan.

A. A developer of a residential development subject to this chapter shall submit an affordable housing plan to the City detailing how the requirements of this chapter will be met and implemented. The affordable housing plan shall be submitted as part of the developer's development application to the Community Development Department. The Community Development Director shall determine if the submitted affordable housing plan is complete and in substantial conformance with this chapter.

B. The affordable housing plan shall include, without limitation, the following information:

1. The total number of inclusionary units at each affordability level proposed to be provided and the calculations used to determine the number of required inclusionary units.

2. A floor plan and site plan depicting the location, size, and bedroom count of each proposed market-rate and inclusionary unit.

3. A detailed description of how each of the requirements set forth in Section 9-73.050 will be met.

4. If the developer is proposing an alternative means of compliance pursuant to Section 9-73.060, a detailed description of the proposal and all supporting documentation.

5. Any request for density bonus, incentives, concessions, waivers, parking reductions, phasing, or alternative compliance related to the residential development.

6. Such other information as is reasonably requested by the Community Development Director.

C. The affordable housing plan is subject to review and approval of the applicable City review authority on the same basis as is required for the development application determination.

9-73.080 Density Bonus.

Pursuant to the State Density Bonus Law (California Government Code Section 65915, et sq.), if the developer is proposing to provide affordable units in exchange for an increase in density, concessions, incentives, or waivers or reductions of development standards, the affordable units required to fulfill the density bonus may also count as inclusionary units required by this chapter, provided they also meet, or exceed, the requirements outlined in Section 9-73.050.

9-73.090 Administration and Enforcement.

A. Inclusionary Housing Fund. There is hereby established a separate fund of the City, to be known as the inclusionary housing fund. All monies collected pursuant to this Chapter shall be deposited in the inclusionary housing fund. Additional monies from other sources may be deposited in the inclusionary housing fund. The monies and all earnings from investments of the monies in the inclusionary housing fund shall be expended exclusively to provide or assure continued provision of affordable housing in the City through, including but not limited to, acquisition, construction, development assistance, rent subsidies, or first-time homebuyer programs, and for the associated costs of administering and monitoring these programs.

B. Administrative Regulations and Interpretations.

1. The Community Development Director shall publish maximum rent and sale price schedules at least annually, in accordance with the methodologies set forth in California Health and Safety Code Sections 50052.5 and 50053, utilizing current data from the California Department of Housing and Community Development and Orange County Housing Authority's utility allowance schedules. The Director shall also establish and apply uniform household size assumptions and affordability calculation methodologies consistent with applicable state law and HCD guidance for purposes of determining affordable rents, affordable housing costs, and initial and resale sales prices.

2. The Community Development Director may issue regulations or interpretations to assist in the implementation and administration of all aspects of this Chapter, including, but not limited to, the establishment of eligibility requirements and/or preference standards that may be applied in the selection of homebuyers and tenants.

C. Enforcement.

1. Violations. Violations of this Chapter may be enforced by all available remedies at law or in equity, including, but not limited to those set forth in Chapter 1-32 of the Laguna Hills Municipal Code.

2. Forfeiture of Funds. Any individual who sells an inclusionary unit in violation of this chapter shall be required to forfeit any money in excess of the affordable housing cost at such time. Any individual who rents an inclusionary unit in violation of this chapter shall be required to forfeit all money so obtained. Recovered funds shall be deposited into the inclusionary housing fund.

3. Legal Actions. The City may institute any appropriate legal actions to enforce the provisions of this chapter and all affordable housing agreements, covenants, resale restrictions, promissory notes, deeds of trust, and other requirements placed on inclusionary units, including actions for injunctive relief or damages.

4. Recovery of Costs. In any action to enforce this chapter, or an affordable housing agreement recorded hereunder, the City shall be entitled to recover its reasonable attorney's fees and costs.

SECTION 5. This Ordinance shall take effect on September 25, 2026, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 6. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, 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, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 8. 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.

PASSED, APPROVED, AND ADOPTED this the 25th day of August 2026.

_____
DON CASKEY, MAYOR

ATTEST:

_____
JOSHUA STEVENSON, CITY CLERK

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

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2026-7 was duly introduced and placed upon its first reading at a Special Meeting of the City Council on the 19th day of August 2026, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 25th day of August 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
JOSHUA STEVENSON, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss AFFIDAVIT OF POSTING
CITY OF LAGUNA HILLS) AND PUBLICATION

JOSHUA STEVENSON, being first duly sworn, deposes and says:

That he is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2026-7, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING RZNE-0015-2026 FOR THE INCLUSIONARY HOUSING PROGRAM BY ADDING CHAPTER 9-73 (INCLUSIONARY HOUSING) OF TITLE 9 (ZONING CODE) OF THE LAGUNA HILLS MUNICIPAL CODE TO ESTABLISH AN INCLUSIONARY HOUSING PROGRAM, REQUIRE THE PROVISION OF AFFORDABLE HOUSING IN CERTAIN RESIDENTIAL DEVELOPMENTS, ESTABLISH AN INCLUSIONARY HOUSING FUND, PROVIDE ALTERNATIVE METHODS OF COMPLIANCE, AND MAKE FINDINGS RELATED THERETO

on the 3rd day of September 2026, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2025-09-23-1, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Knotty Pine Park

_____
JOSHUA STEVENSON, CITY CLERK
Laguna Hills, California

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joshua Stevenson, City Clerk
Issue: City's Conflict of Interest Code Update

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Adopting an Updated Conflict of Interest Code and Rescinding Resolution No. 2024-08-27-2"

Background:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially, at a minimum, or as changes occur in the designated positions. Resolution No. 91-10 adopted the City's Conflict of Interest Code. Over the years, the Code has been amended by the following Resolutions:

Resolution No.93-02-23-1	Adding Planning Director, City Engineer, and Chief of Police Services as designated positions.
Resolution No. 94-03-08-1	Adding Assistant and Deputy City Attorneys as designated positions.
Resolution No. 94-11-22-1	Changing the wording to indicate that those occupying designated positions must file Statements of Economic Interests with the City Clerk, deleting Administrative Services Director as a designated position, adding wording indicating that the Assistant City Manager is an official who manages public investments and must file

	pursuant to Government Code Section 87200, and changing wording to reflect modifications in the Fair Political Practices regulations regarding filings of Consultants.
Resolution No. 96-11-12-4	Deleting Parks and Recreation Director as a designated position, and changing the title of City Engineer to Director of Public Works/City Engineer.
Resolution No. 98-09-08-1	Deleting the positions of Development Services Director and Planning Director, and adding Community Development Director, Controller, and Recreation Services Manager as designated positions.
Resolution No. 2000-11-14-1	Deleting the positions of Community Development Director and Recreational Services Manager, adding Planning Director and Community Services Director as designated positions, and change the wording regarding the filing of the Assistant City Manager under the * (the paragraph that designates those positions that manage public investments).
Resolution No. 2002-10-08-2	Deleting the positions of Planning Director and Director of Public Works/City Engineer, adding the positions of Community Development Director, Director of Public Services/City Engineer, Building Inspector, Code Enforcement Officer, and Planner as designated positions.
Resolution No. 2003-04-22-1	Deleting Controller and Deputy City Attorney from the list of designated positions, relisting Controller under the * (the paragraph that designates those positions that manage public investments), and adding Community Services Program Supervisor as a designated position.
Resolution No. 2004-01-27-1	Adding Management Analyst as a

	designated position, and changing the position of Community Services Supervisor to Community Services Coordinator.
Resolution No. 2006-07-11-1	Adding Senior Planner, Senior Building Inspector, Assistant Building Official, and Assistant to the City Manager to the list of designated positions.
Resolution No. 2008-04-22-1	Deleting Assistant to the City Manager, and Director of Community Services, and adding the positions of Deputy City Manager, Community Services Superintendent, Building Counter Technician, and Planning/Code Enforcement Aide to the list of designated positions.
Resolution No. 2009-03-24-1	Deleting the position of Controller from the list of designated positions and adding Finance Manager under * (the paragraph that designated those positions that manage public investments).
Resolution No. 2012-06-12-1	Adding Senior Management Analyst to the list of designated positions.
Resolution No. 2014-05-27-1	Adding the positions of Information Technology Specialist, Assistant Planner, and Permit Technician.
Resolution No. 2016-09-13-3	Adding the position of Planning Manager and deleting the positions of Building Counter Technician, Community Services Coordinator, Management Analyst.
Resolution No. 2018-07-10-2	Adding the positions of Assistant City Clerk, Senior Management Analyst, and Finance Director, changing the title of Assistant to the City Manager/City Clerk to Deputy City Manager/ City Clerk and Director of Public Services/City Engineer to Assistant City Manager/Director of Public Services, and deleting the positions of Assistant Building Official, Building Inspector,

	Planning Manager, and Senior Building Inspector.
Resolution No. 2020-07-14-2	Adding the position of Permit Technician Assistant.
Resolution No. 2022-09-13-1	Changing the title “Assistant City Manager/Director of Public Services” to be “Public Services Director/City Engineer”, changing the title “Deputy City Manager” to be “Deputy City Manager/Community Services Director”, changing the title “Information Technology Specialist” to be “Information Technology Administrator”, changing the title “Permit Technician” to be “Senior Permit Technician”, and changing the title “Permit Technician Assistant” to be “Permit Technician I & II”.
Resolution No. 2024-08-27-2	Remove the titles "Assistant City Clerk", "Community Services Superintendent", and "Deputy City Manager/City Clerk" and add titles "City Clerk", "Community Services Manager", "Deputy City Clerk", "Finance Manager", "Principal Civil Engineer", and "Senior Public Works Inspector"

The City's Conflict of Interest Code adopts by reference Section 18730 of Title 2 of the California Code of Regulations as its main body. When Section 18730 is updated by legislation, that portion of the City's Code is automatically updated. Adoption of the proposed Resolution will amend the City's locally adopted Conflict of Interest Code to replace "Deputy City Clerk" with "Assistant City Clerk", "Senior Planner" with "Principal Planner", and "Deputy City Manager/Community Services Director" with "Community Services Director"; and add "Assistant City Manager". The changes proposed will update the conflict of interest code to match personnel changes to positions and titles that concurred since the last update in August of 2024.

Fiscal Impact:

There is no fiscal impact to the adoption of the proposed resolution updating the

City's Conflict of Interest Code.

Attachments:

1. 20260825_Proposed Resolution including Exhibits - Conflict of Interest Code Updates
2. COIC_Local_Biennial_Notice-1

RESOLUTION NO. 2026-08-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING AN UPDATED CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 2024-08-27-2

WHEREAS, the Political Reform Act of 1974 and Government Code Sections 81000 et seq. (the "Act") require a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the City Council of the City of Laguna Hills adopted Resolution No. 91-10 on December 20, 1991, establishing such a Code; and

WHEREAS, the City Council amended said Code with adoption of Resolutions No. 93-02-23-1, No. 94-03-08-1, No. 94-11-22-1, No. 96-11-12-4, No. 98-09-08-1, No. 2000-11-14-1, No. 2002-10-08-2, No. 2003-04-22-1, No. 2004-01-27-1, No. 2006-07-11-1, No. 2008-04-22-1, No. 2009-03-24-1, No. 2012-06-12-1, No. 2014-05-27-1, No. 2016-09-13-3, No. 2018-07-10-2, No. 2020-07-14-2, No. 2022-09-13-1, and No. 2024-08-27-2; and

WHEREAS, the City Council desires to amend the Appendix of Designated Positions of said Code to add title "Assistant City Manager", and replace "Deputy City Clerk" with "Assistant City Clerk", "Senior Planner" with "Principal Planner", and "Deputy City Manager/Community Services Director" with "Community Services Director".

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

SECTION 1. No. This Resolution rescinds and supersedes Resolution 2024-08-27-2.

SECTION 2. The Conflict of Interest Code of the City of Laguna Hills, a copy of which is attached hereto and by this reference is incorporated herein, is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 25th day of August 2026.

_____
DON CASKEY, MAYOR

ATTEST:

_____
JOSHUA STEVENSON, CITY CLERK

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

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-08-25-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
JOSHUA STEVENSON, CITY CLERK

CONFLICT OF INTEREST CODE

OF THE

CITY OF LAGUNA HILLS

SECTION 1: PURPOSE

The purpose of this Conflict of Interest Code of the City of Laguna Hills is to incorporate by reference the terms of Section 18730 of Title 2 of the California Code of Regulations pertaining to Conflict of Interest Codes, which is attached hereto as Exhibit "A," and to establish a List of Designated Positions.

SECTION 2: DESIGNATED POSITIONS

The positions listed in the Appendix to Exhibit "A" are Designated Positions. Officers and employees holding those positions are Designated Employees and are deemed to make, or participate in the making of, decisions, which may foreseeably have a material effect on a financial interest. Individual consultants may be Designated Employees, as determined by the City Manager.

SECTION 3: INCORPORATION BY REFERENCE OF SECTION 18730 OF TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS

Section 18730 of Title 2 of the California Code of Regulations as set forth in Exhibit "A," and any amendments to it duly adopted by the Fair Political Practice Commission, along with the attached Appendix are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Laguna Hills.

SECTION 4: PLACE OF FILING FOR STATEMENTS OF ECONOMIC INTEREST

Persons occupying Designated Positions shall file Statements of Economic Interests with the City Clerk of the City of Laguna Hills, which will make the statements available for public inspection and reproduction. (Government Code Section 81008) Statements for all designated employees will be retained by the City of Laguna Hills.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.[1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.[2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property[3] is required to be reported,[4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,[5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,[6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

APPENDIX

Designated Positions*		Disclosure Categories
1.	Assistant City Attorney	I, II, III
2.	Assistant Planner	I, II, III
3.	Chief of Police Services	I, II, III
4.	City Clerk	I, II, III
5.	Code Enforcement Officer	I, II, III
6.	Community Development Director	I, II, III
7.	Community Services Manager	I, II, III
8.	Consultant**	I, II, III
9.	Assistant City Clerk	I, II, III
10.	Community Services Director	I, II, III
11.	Finance Director	I, II, III
12.	Finance Manager	I, II, III
13.	Information Technology Administrator	I, II, III
14.	Permit Technician I & II	I, II, III
15.	Principal Civil Engineer	I, II, III
16.	Public Services Director/City Engineer	I, II, III
17.	Senior Management Analyst	I, II, III
18.	Senior Permit Technician	I, II, III
19.	Principal Planner	I, II, III
20.	Senior Public Works Inspector	I, II, III
21.	Assistant City Manager	I, II, III

CATEGORY I:

Investment and real property disclosure

CATEGORY II:

Personal Income Disclosure

CATEGORY III:

Business Entity Income/Business Position Disclosure

*The Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq., therefore; they are not included as designated positions in this Appendix.

**Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

> The City Manager may determine, on a case-by-case basis, whether a particular consultant, although a "Designated Position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. The City Manager shall notify the consultant in writing. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk.

Docusign Envelope ID: 26DCAC15-82D5-86CB-83B9-FD683CA03103

2026 Local Agency Biennial Notice

Name of Agency: City of Laguna Hills, CA

Mailing Address: 24035 El Toro Road, Laguna Hills, CA 92653

Contact Person: Joshua Stevenson Phone No. 9497072635

Email: jstevenson@lagunahillsca.gov Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☑ Include new positions
- ☐ Revise disclosure categories
- ☑ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signed by: Bob Wingenroth 4A5F5FF7742B458...

Signature of Chief Executive Officer

08/18/2026

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

24035 El Toro Rd., Laguna Hills, CA 92653

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 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	USE-0264-2026 (SDP/TTM)
Project Location	23172 Plaza Pointe Drive, 23421 & 23441 South Pointe Drive
Project Description	Request to construct 100 attached single-family residential units.
Applicant	Aylene Chu, on behalf of Toll West Coast, LLC
Project Planner	David See, Contract Planner
Status	This project was formally submitted on May 14, 2026. A letter deeming the application incomplete and notifying the applicant of items needed to complete staff's review was sent on June 12, 2026. 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.

Fiscal Impact:

None.

Attachments:

None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Bob Wingenroth, City Manager
Issue: Approve a response to the 2025-2026 Orange County Grand Jury Report, "Wildfires Hit Home"

Recommendation: That the City Council approve a response to the 2025-2026 Orange County Grand Jury Report, "Wildfires Hit Home", authorize the Mayor to execute the response, and direct the City Manager to submit the response as required by applicable law.

Background:

On May 19, 2026, the Orange County Grand Jury publicly released a report titled "Wildfires Hit Home" (Attachmented to this item). The report requires all 34 Orange County cities, the Orange County Board of Supervisors, and the Orange County Fire Authority Board of Directors to respond to certain findings and recommendations, in accordance with California Penal Code Section 933. The City Council is required to respond to six findings [F1, F2, F3, F4, F5, F6] and three recommendations [R2, R3, R4].

Fiscal Impact:

No material fiscal impact.

The Orange County Fire Authority will lead wildfire prevention efforts. Existing City of Laguna Hills Staff will participate in communicating with our Residents, attending training, and participating in annual wildfire prevention Fairs.

Attachments:

1. City Response - Wildfire Response to Judge of Superior Court (002)
2. Wildfires Hit Home 05-19-26

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Telephone: (949) 707-2600
info@lagunahillsca.gov

August 26, 2026

The Honorable Sheila F. Hanson
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Subject: **City of Laguna Hills' Response to the 2025-2026 Orange County Grand Jury Report, "Wildfires Hit Home"**

Dear Judge Hanson:

Thank You for your leadership and hard work, as well as the tireless work of the Members of the Orange County Grand Jury.

Per the Orange County Grand Jury's request, please find the City of Laguna Hills' response to the subject report attached. The response was approved by the Laguna Hills City Council on August 25, 2026.

If you have any questions or would like any additional information, please contact Bob Wingenroth, City Manager, at (949) 707-2615 or bwingenroth@lagunahills.gov.

Sincerely,

Don Caskey
Mayor

Attachment: A – City of Laguna Hills' Response to the 2025-2026 Orange County Grand Jury Report, "Wildfires Hit Home"

cc: Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701

Attachment A

City of Lagua Hills' Response to the 2025-2026 Orange County Grand Jury Report, "Wildfires Hit Home"

FINDINGS

F1. More frequent and severe wildfires driven by increasingly hotter, drier, and windier conditions in the Orange County wildland-urban interface are escalating impacts on financial and non-financial resources. Among the financial costs are dramatic increases in homeowners' insurance premiums, nonrenewal, and the inability to obtain insurance.

Response: The City of Laguna Hills agrees with this finding, with the exception that we cannot comment on insurance premiums, nonrenewal, and inability to obtain insurance as we lack access to that information.

F2. Actions that address conditions in the home ignition zone to significantly reduce ignition potential can prevent a community wildland-urban interface fire disaster or suburban conflagration.

Response: The City of Laguna Hills agrees with this finding.

F3. Expanded engagement with the community to raise awareness and provide support regarding home hardening and defensible space will increase effectiveness of wildfire risk mitigation and insurance risk reduction efforts.

Response: The City of Laguna Hills agrees with this finding.

F4. Achievement of community-level and property-level wildfire risk mitigation designations (such as Firewise USA Site, Fire Risk Reduction Community or Insurance Institute for Business and Home Safety certification) lessens wildfire risk and helps reduce insurance premium costs.

Response: The City of Laguna Hills partially agrees with this finding, however, we lack sufficient information/expertise to evaluate the impact of such measures on private insurance premium costs.

F5. All county residents should be made aware that Safer from Wildfire regulations require insurers to provide discounts to homeowners and communities that implement home hardening and defensible space measures regardless of whether a property is located within a Fire Hazard Severity Zone.

Response: The City of Laguna Hills agrees that home hardening and defensible space increases a structure's protection from wildfire. The City of Laguna Hills lacks expertise to evaluate the impact of insurance discounts.

F6. AB888, California Safe Homes Grant Program, provides financial assistance to eligible homeowners, cities, counties, and special districts for home hardening and defensible space measures. Applying for and using these grant funds will reduce wildfire losses and improve insurability and resilience of vulnerable communities.

Response: The City of Laguna Hills agrees in part with this finding. The California Safe Homes Grant Program should provide financial assistance contemplated by AB 888 for home hardening and defensible space measures. Applying for and using these grant funds will reduce wildfire losses and improve insurability and resilience of vulnerable communities. However, the City of Laguna Hills lacks the expertise to evaluate the impact of such measures on private market insurability.

RECOMMENDATIONS

R2. By December 31, 2026, cities and fire service agencies, including Orange County Fire Authority, should commit to participation in a county-wide annual wildfire prevention fair planned by the Orange County Board of Supervisors to showcase wildfire prevention outreach programs

Response: City of Laguna Hills staff will participate in prevention fair when scheduled.

R3. By December 31, 2026, cities, unincorporated areas, special districts, and fire service agencies in High and Very-High Fire Hazard Severity Zones should initiate planning activities to achieve community-level wildfire risk mitigation designations and/or establish a local Fire Safe Council within one year.

Response: The OCFA, in partnership with its member cities, including Laguna Hills, is currently and actively executing the objectives put forth in this recommendation.

R4. By December 31, 2026, to ensure city residents are engaged and aware of wildfire risk reduction resources, OCFA member and non-member cities should provide information, develop their own outreach program, and establish a direct contact person(s) for their residents. This is in addition to whatever referrals or references made to OCFA outreach programs.

Response: The Orange County Fire Authority serves as the City of Laguna Hills' fire department and is working with our city staff to ensure we are fully equipped to engage and educate residents through public education, localized risk reduction data, and technical wildfire safety guidance.









Wildfires Hit Home

Orange County Grand Jury 2025-2026

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SUMMARY

Wildfires have become a fact of life in California. Persistent drought conditions and accelerated warming have led to an increase in wildfires throughout the state. Of the twenty most destructive wildfires in California history, fifteen have occurred in the last ten years (see Appendix A). From the Camp Fire, also referred to as the Paradise Fire, in Northern California to the Palisades and Eaton Fires in Los Angeles and the Airport Fire in Orange County, the tragic loss of life and the destruction of thousands of homes and structures have upended homeowners' lives and rocked the insurance industry with billions of dollars in claims just in the last few years. These conditions have made home insurance unaffordable or unavailable for many Orange County residents. The State of California has attempted over recent years to mitigate the impact on ratepayers and insurers and has provided tougher regulations for hardening homes and property. Both the California legislature and the California Department of Insurance have issued recent laws and regulations to address these issues. Significant for this report are Safer from Wildfires (2022), California Fair Access to Insurance Requirements (FAIR) Plan (1968, revised 2025), Assembly Bill 888 (2025) and California Wildland-Urban Interface Code (2025).

The California FAIR Plan was established in 1968 to provide basic insurance for property owners who could not obtain fire coverage through the traditional insurance market due to being in high-risk fire areas. The FAIR Plan is not a state agency, and it receives no taxpayer funding. It is a syndicated fire insurance pool made up of all insurers licensed to write property/casualty insurance in the state. The FAIR Plan is intended to be the insurer of last resort and is meant to be a temporary safety net helping property owners until they can transition back to the traditional insurance market. The numerous fires over the last few years coupled with private insurers leaving the California market or no longer insuring homes in high-risk areas, have resulted in the FAIR Plan being financially strained with the number of policies more than doubling since September 2023.[1] The State Legislature and Department of Insurance both responded with strategies to rebalance this problem requiring insurers to increase the number of policies issued in high-risk areas and to change the way rates are established, however, insurance companies, using loopholes in the legislation, have so far largely avoided meeting the goals set for them.[2]

The Safer from Wildfires regulation was issued by the Insurance Commissioner after development in partnership with California Department of Forestry and Fire Protection (CAL FIRE) and the Governor's Office of Emergency Services. The regulation mandates

[1] Key Statistics & Data. The California FAIR Plan. https://www.cfpnet.com/key-statistics-data/
[2] The New York Times, *California Promised Insurance Relief, But Delivered Loopholes*, Nov. 2, 2025.

that insurance companies provide rate discounts for various actions that property owners take to create defensible space and harden their homes against wildfires (see Appendix B).

AB888, the California Safe Homes Grant Program, aims to reduce wildfire losses, improve insurability and resilience of vulnerable communities, and support home hardening efforts to help residents qualify for insurance premium incentives. It provides grants to aid qualifying residents and communities to complete wildfire risk mitigation measures.

The California Wildland-Urban Interface Code (CWUIC) refers to the California Building Standards Code, Title 24, Part 7. Effective in January 2026, the CWUIC requires fire-resistant and ignition-resistant construction in Fire Hazard Severity Zones or the wildland-urban interface. Requirements were also established for vegetation and hazard mitigation in the same areas. Studies have definitively shown that implementing these home hardening and defensible space requirements, including retrofitting existing homes, will greatly reduce ignition and fire spread, thereby reducing damage and resulting claims. Compliance with the 2015 International Wildland-Urban Interface Code (IWUIC) could save $4 for every $1 invested and retrofitting structures to the IWUIC could provide from $2 to as much as $8 in benefits for each $1 invested.[3] Home hardening and defensible space measures that align with wildland-urban interface codes and Safer from Wildfires regulations will help save homeowners and insurance companies from catastrophic loss.

The 2025-2026 Orange County Grand Jury found evidence that clearly shows Safer from Wildfires home hardening and defensible space measures protect homes and communities, saving homeowners, local governments, and fire authorities as well as insurance companies from catastrophic loss while also providing discounts for homeowners' insurance premiums.

BACKGROUND

California's Wildfire Crisis and Insurance Impact

California faces an escalating wildfire crisis fueled by accelerated warming, prolonged droughts, increasingly windy conditions, and expanded development into fire-prone areas. Between 2015 and 2025, 15 of the 20 most destructive wildfires in state history

[3] National Institute of Building Science, *Natural Hazard Mitigation Saves.* 2019. https://nibs.org/wp-content/uploads/2025/04/NIBS_MMC_MitigationSaves_2019-1.pdf. Accessed March 3, 2026.

occurred, including the Palisades and Eaton Fires in 2025. These events have caused loss of life, devastated communities, destroyed thousands of homes, and resulted in billions in insured losses (see Appendix A).

The Eaton Fire in January 2025, spread through the suburbs of Pasadena destroying 9,413 structures and burning 14,021 acres. It became Los Angeles County's most destructive and second deadliest fire with 19 fatalities (see Appendix A).

On the same day in January 2025, the Palisades Fires swept through Pacific Palisades, Topanga, and Malibu, consuming 6,833 homes and 23,707 acres. It became Los Angeles County's third-most destructive fire and third deadliest with 12 fatalities (see Appendix A). Both fires were fueled by strong Santa Ana winds of between 80-100 mph, extremely dry conditions, and dense vegetation, creating what officials called a "perfect storm" for wildfire spread.[4,5]

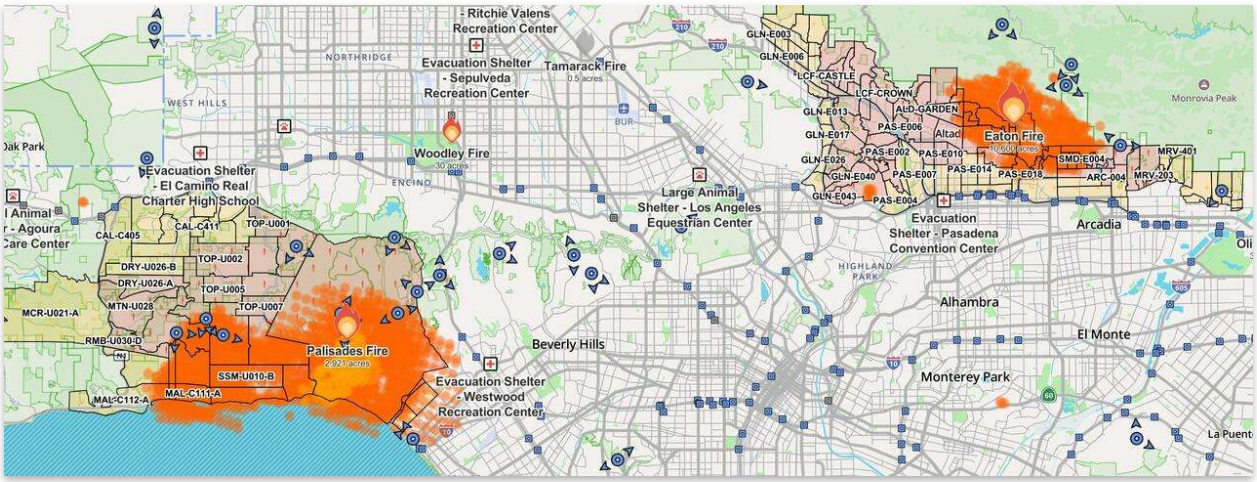


Figure 1 Map of Eaton and Palisades Fires in January 2025

The most destructive California wildfire listed by CAL FIRE is the November 2018 Camp Fire in Butte County which burned 153,336 acres, destroyed 18,804 structures, and resulted in 85 deaths. The CAL FIRE list of the Top 20 Most Destructive California Wildfires can be viewed in detail in Appendix A. Data for Orange County wildfires for the period 2008 through 2024 can be viewed in Appendix A.

Orange County's 2024 Airport Fire that started in Trabuco Canyon burned 23,500 acres and destroyed 160 structures. The fire raged for nearly a month, prompting a state of

[4] Andrea Thompson, *How the Ferocious Santa Ana Winds are Fueling the Palisades Fire*, Scientific American, Accessed January,8, 2026, http://www.scientificamerican.com
[5] Julia Jacobo and Ginger Zee, A perfect storm of weather and climate conditions led to the severity of the California fires, ABC News, Accessed January 8, 2026, http://www.abcnews.com/US/perfect-storm-weather-climate-conditions-severity-california-fires/story?id=117468072

emergency and millions of dollars in claims. This fire and others not only caused property loss, but also damaged ecosystems, water resources, and impacted air quality. Post-fire soil degradation and the expansion of invasive, non-native plants has further hindered recovery.[6]

In California, wildfires have strained the private insurance market. Many insurers, facing frequent and unsustainable financial exposure and constraints on rate hikes caused by Proposition 103 have withdrawn from high-risk areas, or stopped issuing new policies altogether. Some insurers have even withdrawn from the state completely.

California homeowners in high-risk wildfire areas report premiums ranging from $5,000 to $12,000 annually.[7] Orange County, California's fifth most expensive housing market as of the 4th quarter 2025,[8] faces challenges that are different than the statewide market. With an average home price of $1.2 million,[9] rising insurance costs further threaten housing affordability. A recent survey found that 43% of Orange County seniors worry most about housing costs and financial security.[10] Among the hardest hit by insurance premium increases and policy nonrenewal are retirees, renters, and owners of condominiums, townhomes, and mobile homes.

The Safer from Wildfires regulation requires insurers to offer discounts to homeowners who take proactive steps to reduce wildfire risk. Discounts are based on both achieving community-level designations, which assess the collective mitigation efforts of neighborhoods, and property-level improvements such as installing fire-resistant roofing, ember-resistant vents, and clearing defensible space.[11]

Reducing wildfire risk in the wildland-urban interface helps ensure that insurance coverage remains accessible. California's wildfire and insurance crisis demands coordinated action from local governments and fire authorities, communities, and homeowners to reduce risk of wildfire.

---

[6] Mashall A. Hayrikian, *Engineering and Environmental Implications of the LA wildfires: Eaton and Palisades Fire*, Marshall Geoscience – Geotechnical Engineering, Laboratory Services, http://www.marshallgeo.com/geotechnical-engineering/engineering-and-environmental-implications-of-la-wildfires-eaton-palisades-fires/

[7] Merlin Law Group. *Fire Insurance in California: A Complete Guide*. https://www.merlinlawgroup.com/fire-insurance-california-guide/. Accessed March 6, 2026.

[8] California Association of Realtors®, *Median Prices of Existing Single Family Homes*. Accessed March 8, 2026. https://www.car.org/marketdata/data/housingdata

[9] O.C. CA Real Estate and Property Data, ATTOM, October 2025

[10] Gabriel San Roman, *New report on aging in Orange County outlines key concerns among seniors*, Los Angeles Times, June 21, 2024, https://www.latimes.com/socal/daily-pilot/entertainment/story/2024-06-21/aging-in-orange-county-report

[11] California Code of Regulations, Title 10, Section 2644.9, Consideration of Mitigation Factors; Wildfire Risk Models. https://regulations.justia.com/states/california/title-10/chapter-5/subchapter-4-8/article-4/section-2644-9/

REASON FOR STUDY

Wildfires have become an increasingly severe threat to residential communities in Orange County, particularly those in high-risk fire zones. The frequency and intensity of wildfires has escalated due to prolonged droughts, rising temperatures, and development encroachment into wildland-urban interface areas. Catastrophic losses from these wildfires have resulted in a continuing insurance crisis.

This study aims to (1) identify the shared responsibilities of local governments and fire service agencies, communities and homeowners to reduce the risk of wildfire in the wildland-urban interface, (2) investigate the status of actions taken by the California legislature and Department of Insurance to provide relief to policyholders, and (3) inform communities and homeowners on home hardening, defensible space, insurance risk reduction, and wildfire safety awareness.

METHOD OF STUDY

The investigation reviewed the efforts of Orange County local governments, local fire departments, and homeowner associations to better understand and provide an independent look at the above concerns and possible solutions. To achieve a clear picture of the wildfire problem in the Orange County wildland-urban interface and its impact on insurance rates, the 2025-2026 Grand Jury has done the following:

- Reviewed studies and academic papers
- Issued a Fire Hazard Severity Zone survey to all Orange County cities
- Examined the 2025 California Wildland-Urban Interface Code
- Observed a demonstration at a Yorba Linda Water District Heli-Hydrant™
- Visited Firewise USA Site designated communities
- Conducted literature review of previous statewide Grand Jury reports
- Interviewed California Department of Insurance staff, reviewed Department website and pertinent regulations
- Visited Orange County Fire Authority facilities to better understand their training, procedures, and preparedness
- Conducted multiple interviews with city, county, and fire officials, as well as homeowners association staff and residents regarding wildland-urban interface wildfire risk reduction



Orange County Fire Authority helicopter approaching Yorba Linda Water District Heli-Hydrant™
Source: Orange County Grand Jury 2025-2026

INVESTIGATION AND ANALYSIS

The 2025-2026 Grand Jury investigated the risk of wildfire in Orange County wildland-urban interface areas, the insurance industry's response to this risk, actions taken by fire prevention authorities to reduce the risk of damage and destruction of homes by wildfire, and the state legislature and California Department of Insurance (CDI) response to the insurance crisis. The Grand Jury also investigated actions homeowners should take to share the responsibility to reduce community wildfire risk, and by doing so, potentially reduce their insurance costs.

The Grand Jury investigation included evaluation of CDI initiatives, the Safer from Wildfires insurance regulation,[12] and other regulations related to wildfire and insurance risk reduction. The investigation also included examination of recent changes to Fire Hazard Severity Zone mapping, the 2025 CWUIC, and pending amendments to the ember-resistant Zone 0 regulations that comprise defensible space requirements.

Shared Responsibility for Reduction of Wildfire and Insurance Risk

There is a broad scope of shared responsibility for risk reduction in wildland-urban interface areas. State legislators, CDI, state and local fire prevention authorities, counties and cities, community-level organizations, and homeowners all share responsibility for taking actions necessary to prevent wildfires in wildland-urban interface areas and thereby reduce insurance risk and policy rates. Figure 2 below illustrates the shared responsibility.

[12] California Code of Regulations, Title 10, Section 2644.9

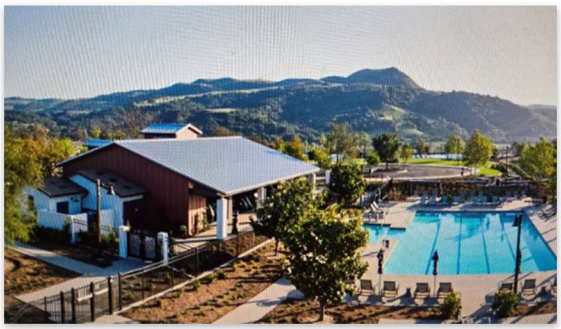


Figure 2 Shared responsibility for risk reduction in wildland-urban interface areas

The conclusion of this report focuses on the responsibilities of local governments and fire prevention authorities to provide homeowners the information and guidance needed to reduce property-level wildfire and insurance risk and thereby reduce these risks across entire communities.

Wildland-Urban Interface

Wildland-urban interface (WUI) is where urban development meets or intermixes with undeveloped natural areas. The term "wildland-urban interface" refers most often to areas where houses are located within or adjacent to relatively larger areas of natural vegetation. The U.S. Forest Service refers to WUI simply as "areas where human development meets natural landscapes.[13] WUI is at greatest risk of wildfire in



Source: RanchoMissionViejo.com

[13] Forest Service, U.S. Department of Agriculture. Wildland-Urban Interface. https://research.fs.usda.gov/nrs/fire/wui. Accessed January 12, 2026.

California, where we have led the nation in both WUI growth and wildfires for 30 years.[14]

The Wildland-Urban Interface Fire Problem

The current National Fire Protection Association (NFPA) Firewise USA program was developed out of the 1986 Wildfire Strikes Home conference principally organized by the U.S. Forest Service and the NFPA. This initiative was the initial fire management response to the home destruction problem related to wildfires nationally recognized in 1985 which has since become known as the WUI fire problem.[15]

By the middle of this century, many Orange County residents may have a dramatic experience with wildfire due to increasingly drier, hotter conditions. Research that examined wildfires during the period from 1959 through 2009 predicts that in the next 25 years Southern California will see increased wildfires during months when fall winds occur and also during the warmer, summer months. It is estimated that by the mid-21st century there will be a 64% increase in acreage burned during higher intensity fall winds, and a 77% increase during summer winds due to warmer and drier climate. A greater concern is the estimated 20% increase in structures destroyed due to fires during fall winds and estimated 74% increase in structures destroyed due to fires during summer winds in warmer, drier conditions.[16]

Orange County development that continues into the WUI should expect to face these predictions. This Orange County Grand Jury report focuses on the implications for increased wildfire and insurance risk and our concern that most homes in WUI areas are not prepared to resist ignition and destruction by wildfire.

Wildland-Urban Interface Fire Disaster and Suburban Conflagration

WUI fire disasters and suburban conflagrations occur during extreme fire conditions when numerous houses ignite and burn simultaneously, overwhelming the capabilities of firefighting resources.[17] If enough homes are ignition-resistant, many homes do not ignite during extreme fire conditions and fire protection is not overwhelmed by the

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[14] Center for Critical Urban and Environmental Studies. University of California, Santa Cruz. *Wildland Urban Interface (WUI) Research for Resilience: Addressing California's Climate, Conservation & Housing Crises*. https://criticalurbanenvironments.ucsc.edu/projects/wildland-urban-interface-wui-research-for-resilience/

[15] Jack Cohen. *The Wildland-Urban Interface Fire Problem: A Consequence of the Fire Exclusion Paradigm.* Forest History Today. Fall 2008: 20-26. https://www.fs.usda.gov/rm/pubs_other/rmrs_2008_cohen_j002.pdf. Accessed March 25, 2026.

[16] Yufang Jin, et al. *Identification of two distinct fire regimes in Southern California; implications for economic impact and future change*. Environmental Research Letters, Volume 1, Number 9. IOP Science, September 8, 2015. https://iopscience.iop.org/article/10.1088/1748-9326/10/9/094005. Accessed January 9, 2026.

[17] Cohen, *The Wildland-Urban Interface Fire Problem*, 22.

homes that do ignite; the ignition-resistant homes can survive without firefighter protection, and an extreme wildfire can occur without becoming a WUI fire disaster[18] or suburban conflagration.

Suburban conflagrations occur when fire spreads from the wildlands into the WUI and suburban environment. Suburban conflagration follows the conceptual WUI fire chain of events in Figure 3.[19] Once a structure in a community ignites, the probability of its complete destruction is high and the risk to the rest of the community increases as the burning structure produces significant heat and embers.[20] Effective prevention of structure ignitions through home hardening and defensible space measures can break the WUI fire chain of events.



Figure 3 WUI and suburban conflagration fire disaster chain of events.[21]

Home Ignition Zone and Home Ignition Potential

The home ignition zone refers to a home and its immediate surroundings within 100 to 200 feet. The home ignition zone principally determines the potential for WUI fire disasters. Research shows that a home's ignition potential during extreme wildfires is determined by the characteristics of its exterior materials and design, their response to

[18] Cohen, *The Wildland-Urban Interface Fire Problem*, 23.
[19] Ian M. Gammanco, et al. *The Return of Conflagration in Our Built Environment.* Insurance Institute for Business and Home Safety. September 2023. https://ibhs.org/wp-content/uploads/Suburban_Wildfire_Conflagration_WhitePaper.pdf. Accessed March 20, 2026.
[20] Gammanco, *The Return of Conflagration,* 22.
[21] Gammanco, *The Return of Conflagration,* 14.

burning objects within 100 feet, and their response to embers. Most destroyed homes in residential areas ignite from smaller flames and firebrands (lofted embers), not surrounding vegetation.[22] Reducing home ignition potential is the key to preventing WUI fire disaster.

Reducing Home Ignition Potential Can Prevent Wildland-Urban Interface Fire Disaster and Suburban Conflagration

During extreme WUI fires, homes ignite and burn and sustain the requirements for combustion both indirectly and directly: Indirectly from radiation and convection heating from flames, and directly from ember spot ignitions on a house. Computational modeling and laboratory and field experiments show that large flames of burning shrubs and tree canopies must be within 100 feet to ignite a home's wood exterior, while most destroyed homes ignite from smaller flames and directly from burning embers.[23] These research results suggest that addressing the conditions in the home ignition zone to significantly reduce home ignition potential can prevent WUI fire disaster. Reducing home ignition potential means addressing the ignitability of the structure rather than the immediate surroundings.



Source: Patrick T. Fallon / Agence France-Presse / Getty Images

An analysis of CAL FIRE data and Butte County property records shows that about 51% of the 350 single-family homes built after 2008 in the path of the Camp Fire were undamaged. By contrast, only 18% of the 12,100 homes built prior to 2008 escaped damage.[24] The homes built after 2008 were required to conform to 2008 Title 24, Chapter 7A of the California Building Standards Code which focused on construction of new buildings located within WUI and Fire Hazard Severity Zones. These 2008 wildfire risk mitigation requirements for new homes included materials such as fire-resistant

[22] Cohen, *The Wildland-Urban Interface Fire Problem*, 23.
[23] Cohen, *The Wildland-Urban Interface Fire Problem*, 24.
[24] Dale Kasler and Phillip Reese. *In Camp Fire, Newer Houses Were Much Less Damaged.* The Sacramento Bee. April 11, 2019, updated January 9, 2024. https://www.kqed.org/science/1940012/newer-%D8%8Cuses-much-less-damaged-in-camp-fire. Accessed March 4, 2026.

roofs and siding, and construction methods for exterior wildfire protection. These wildfire risk mitigation requirements for new construction directly reduce home ignition potential and help homes constructed to the new standards survive undamaged.

Benefits of Reducing Home Ignition Potential Can Exceed Costs

The benefits of reducing home ignition potential through compliance with new construction requirements can exceed costs, with 90% of the benefits estimated from reduced property losses and insurance costs. The benefit-cost ratio (BCR) for complying with the 2015 International Wildland-Urban Interface Code (IWUIC) has been calculated by the National Institute of Building Science for a number of representative counties with moderate to extreme fire risk. Total benefits were calculated at $3 billion and total costs at $800 million, suggesting a BCR of approximately 4:1 or $4 saved for every $1 of additional construction and maintenance cost.[25]

A national average BCR for retrofitting typical 2,000 square-foot existing homes plus nearby non-residential buildings (stores, schools, etc.) to 2018 IWUIC ignition-resistant construction and defensible space was also calculated. Benefits of retrofit exceed costs, with 93% of the benefits estimated from reduced property losses. Total benefits were calculated at $430 billion and total costs at $240 billion, equivalent to a national average BCR of 2:1 or $2 saved for every $1 of retrofit and maintenance costs.[26] The per-house retrofit cost is highly uncertain. The lowest average per-house retrofit cost would imply a much higher benefit-cost ratio, perhaps as high as 8:1, equivalent to an average of $8 saved for every $1 of retrofit cost.[27]

Office of the State Fire Marshal Fire Hazard Severity Zone Mapping

California laws now require Fire Hazard Severity Zone (FHSZ) mapping.[28,29,30] The need for FHSZ mapping arose from repeated occurrence of major destructive fires. The FHSZ maps are developed using a science-based and field-tested model that assigns a hazard score based on the factors that influence fire likelihood and fire behavior. There are three levels of hazard score: Moderate, High, and Very High. Many factors are

[25] National Institute of Building Science, *Natural Hazard Mitigation Saves.* 63
[26] National Institute of Building Science, *Natural Hazard Mitigation Saves,* 114.
[27] National Institute of Building Science, *Natural Hazard Mitigation Saves,* 115.
[28] California Public Resources Code 4201-4204. https://law.justia.com/codes/california/code-prc/division-4/part-2/chapter-1/article-9/
[29] California Government Code 51175-89. https://law.justia.com/codes/california/code-gov/title-5/division-1/part-1/chapter-6-8/section-51175/
[30] California Code of Regulations Title 14, Section 1280. https://regulations.justia.com/states/california/title-14/division-1-5/chapter-7/subchapter-3/article-1/section-1280/

considered such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for the area. FHSZ maps evaluate hazard, not risk. “Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30- to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “Risk” is the potential damage that a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.[31]

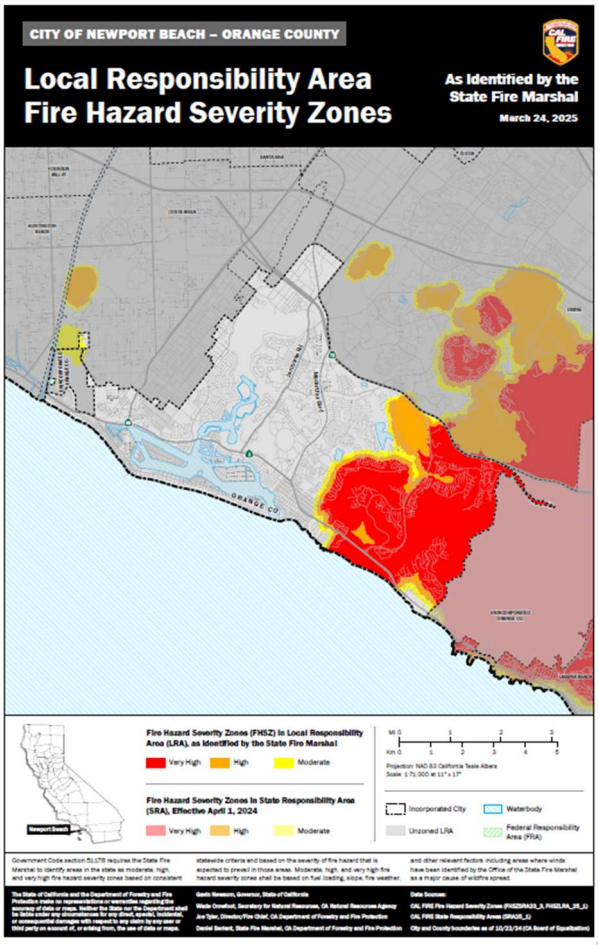

Figure 4 Example of an Orange County City LRA Fire Hazard Severity Zone Map

FHSZ mapping began with the State Responsibility Area (SRA), defined as a designated area in California where the state has primary responsibility for fire prevention and suppression. The SRA FHSZ mapping went into effect in April 2024. Since then, the Office has also been mapping Local Responsibility Areas (LRA), defined as a portion of land where local agencies, such as city or county fire departments, are responsible for wildfire protection. All Orange County FHSZ maps are accessible at the CAL FIRE website.[32] Figure 4 shows an example of an Orange County city FHSZ map. Appendix C shows a screenshot of Orange County FHSZs using the CAL FIRE Find Your Fire Hazard Severity Zone viewer accessible at this CAL FIRE web address:[33]

[31] CAL FIRE. Office of the State Fire Marshal. Fire Hazard Severity Zones. Explore Fire Hazard Severity Zones. . https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones. Accessed March 20, 2026.
[32] CAL FIRE. Office of the State Fire Marshal. Fire Hazard Severity Zones in Local Responsibility Area. Phase 4. Orange County. https://calfire.app.box.com/s/wahuw9ny7cgn89xpxh7092ur50r1pwvj/folder/312669458215. Accessed March 12, 2026.
[33] CAL FIRE. Office of the State Fire Marshal. Fire Hazard Severity Zones. https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones. Accessed March 12, 2026.

https://experience.arcgis.com/experience/5065c998b4b0462f9ec3c6c226c610a9. Homeowners can enter their address in this viewer to find whether their property is located within a specific FHSZ.

How Fire Hazard Severity Zone Maps Impact Homeowners

FHSZ maps have no direct impact on insurance coverage. The CDI states that the FHSZ maps are intended to drive local planning decisions, not insurance decisions, and that FHSZ maps have nothing to do with insurance rating.[34]

Though not used directly for insurance rating, FHSZ mapping does have significant indirect impacts. Properties located in High or Very High FHSZs are subject to certain legal requirements. New state building code requirements effective January 2026 for homes within a FHSZ or a WUI area include fire-resistant materials and construction methods. Buildings in these areas are subject to defensible space requirements. If you sell a home located in these areas, you are required to disclose fire risk and compliance to potential buyers using a specific form.

These regulations are in place to increase fire-resistance of communities and ensure property owners are aware of the risks involved in living in a wildfire-prone area.

California Wildland-Urban Interface Code Effective January 1, 2026

Title 24, Part 7 of the California Building Standards Code, also referred to as the 2025 California Wildland-Urban Interface Code (CWUIC),[35] became effective January 1, 2026.

Title 24, Part 7, Chapter 5, Special Building Construction Regulations establishes minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels.[36] Chapter 5 requirements for construction within a FHSZ or a WUI area include:

- Specifications for fire-resistance-rated construction and non-combustible materials
- Ignition-resistant construction and material
- Replacement or repair of roof coverings

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[34] California Department of Insurance. CAL FIRE Hazard Maps Do Not Affect Insurance Rates or Availability. https://www.insurance.ca.gov/0400-news/0102-alerts/2025/CAL-FIRE-hazard-maps-do-not-affect-insu.cfm. Accessed March 6, 2026.
[35] 2025 California Wildland-Urban Interface Code, Title 24, Part 7, 2024 IWUIC Amended, Effective Date: Jan 01, 2026. https://codes.iccsafe.org/content/CAWUIC2025P2. Accessed January 22, 2026.
[36] 2025 California Wildland-Urban Interface Code, Title 24, Part 7, 2024 IWUIC Amended, Effective Date: Jan 01, 2026. https://codes.iccsafe.org/content/CAWUIC2025P2. Accessed January 22, 2026.

Defensible Space Requirements and the New Ember-Resistant Zone 0

The State Board of Forestry and Fire Protection is responsible for the existing defensible space regulations[37] for buildings or structures located in the SRA or in Very High FHSZ in the LRA. If you have a home or building in the SRA or in the Very High FHSZ in the LRA, you are responsible for ensuring that your property complies with defensible space requirements to protect structures from wildfire. The Board of Forestry and Fire Protection webpages include an illustration of existing Defensible Space Zones 0, 1, and 2 (Figure 5), and links to Zones 0, 1, and 2 resources.[38]

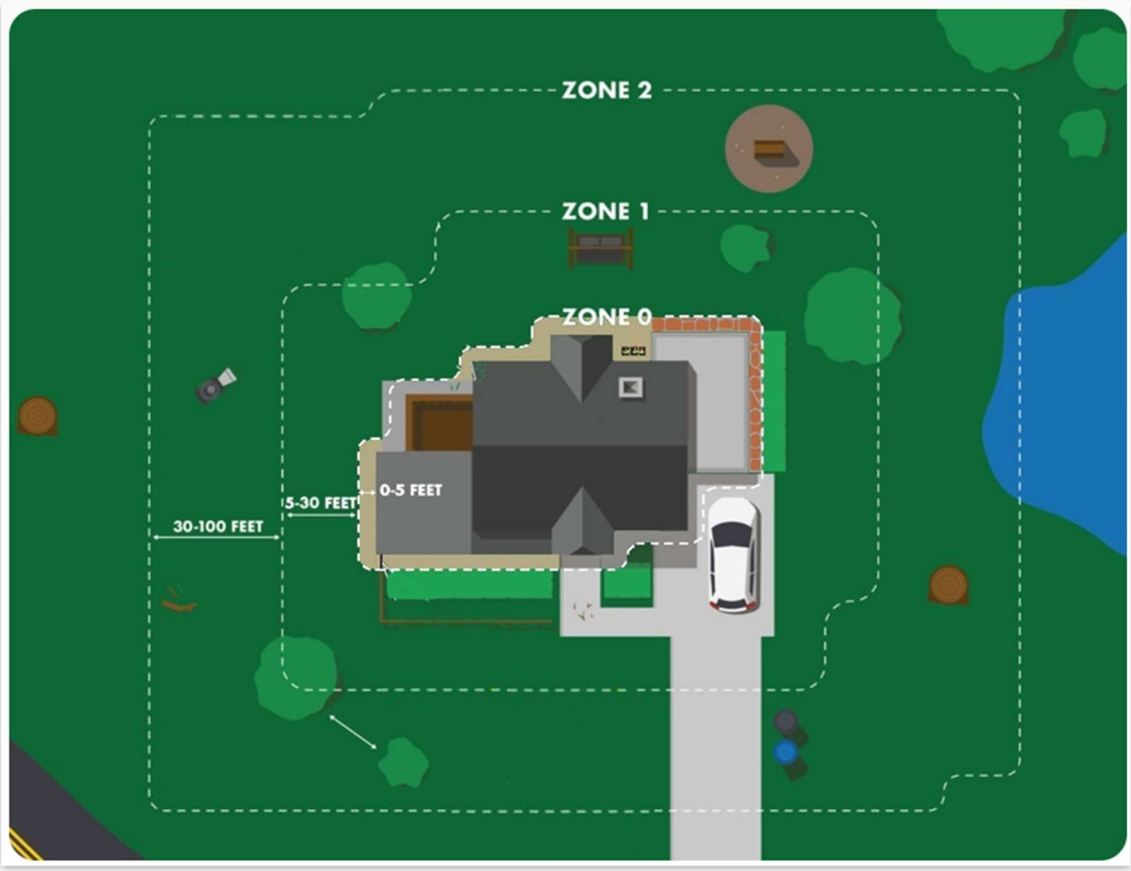

Figure 5 Board of Forestry and Fire Protection Defensible Zones 0, 1, and 2

It is important to note that “ember-resistant Zone 0” does not mean all vegetation, including trees, within 0-5 feet must be removed. New ember-resistant Zone 0

[37] California Public Resources Code Division 4 - Forests, Forestry and Range and Forage Lands Part 2 - Protection of Forest, Range and Forage Lands Chapter 3 - Mountainous, Forest-, Brush- and Grass-Covered Lands Section 4291. https://law.justia.com/codes/california/code-prc/division-4/part-2/chapter-3/section-4291/. Accessed January 14, 2026.
[38] State of California Board of Forestry and Fire Protection. https://bof.fire.ca.gov/projects-and-programs/defensible-space-zones-0-1-and-2. Accessed January 14, 2026.

vegetation options will be finalized later in 2026. The next public workshop meeting is scheduled for April 23, 2026. New ember-resistant Zone 0 requirements enhance existing defensible space requirements in High and Very High FHSZs in the LRA to create an ember-resistant zone within 0 to 5 feet of a building. [39] Compliance with existing or enhanced defensible space requirements addresses home ignition potential and reduces home ignitability. Reducing the ignitability of enough homes can break the WUI fire chain of events and help more homes escape destruction or survive undamaged.

AB38 Defensible Space Compliance Documentation and Disclosure

AB38 became effective in 2021, requiring sellers of property located in a High or Very High FHSZ to provide buyers with documentation stating the property complies with state defensible space requirements or local vegetation management ordinances, as applicable. The law provides that if documentation demonstrating compliance cannot be obtained by the close of escrow, a written agreement may be executed showing that the buyer agrees to obtain documentation of compliance within one year of the close of escrow. [40]

The law also requires a Defensible Space Disclosure be provided by sellers of property located in a High or Very High FHSZ to buyers of homes constructed before January 1, 2010. The Disclosure must include specified information and a copy of a final inspection report, or information on where the report may be obtained. A sample Defensible Space Disclosure notice is reproduced at Appendix D.

California Homeowners Insurance Crisis

Devastating property losses and casualties resulting from numerous wildfires in California WUI areas and other natural disasters beginning in 2018 have precipitated a continuing homeowners insurance crisis. Beginning in 2022 and 2023, insurers began dramatically raising California homeowners fire insurance premiums in what were considered wildfire risk areas, and some insurers began to stop issuing policies in high-risk areas or withdraw from the California homeowners' insurance market altogether. Like many homeowners throughout the state that are severely impacted by the insurance crisis, many Orange County homeowners are also impacted.

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[39] Board of Forestry and Fire Protection. Summary of October 2025 Draft Zone 0 Regulation Language. https://34c031f8-c9fd-4018-8c5a-4159cdff6b0d-cdn-endpoint.azureedge.net/-/media/bof-website/projects-and-programs/defensible-space-zones-0-1-2/october-zone-0-summary-and-rule-plead.pdf?rev=927f9551dc7b4f15b8263671cca15ef2&hash=F80F2C5451370BB3C855E38CCCC516D4. Accessed February 17, 2025.

[40] Assembly Bill 38, Wood. Fire safety: low-cost retrofits: regional capacity review: wildfire mitigation. Approved October 2, 2019. California-2019-AB38-Chaptered

Actions have been taken by the state legislature and the CDI during the last three years to strengthen the property insurance market, increase insurer commitments to write more policies in wildfire-distressed areas, and provide a framework to support homeowners in securing premium reductions from insurers when they take specific actions to reduce their community- and property-level wildfire risk.[41] Despite these actions, many homeowners remain vulnerable to dramatic policy premium increases, nonrenewal, or the inability to secure traditional insurance coverage.

A recent New York Times article[42] cites a 2023 California Association of Realtors survey wherein "nearly 7 percent of realtors surveyed…said that they had deals fall out of escrow that year because buyers couldn't find adequate, affordable coverage." As further cited in the article: "The percentage of realtors reporting that they had deals fall through for lack of insurance has more than doubled since 2023, to 16.6 percent."

Unabated Growth of the California FAIR Plan

The continuing statewide insurance crisis is further demonstrated by the unabated growth in California FAIR Plan residential insurance policies. The FAIR Plan provides basic fire insurance coverage for eligible high-risk properties when such coverage is demonstrated by the applicant to be unavailable in the traditional insurance market.[43] FAIR Plan coverage is limited, relatively expensive, and is the insurer of last resort for these properties. During the period from September 2023 to September 2025, the number of FAIR Plan residential dwelling policies in force (PIF) increased from 320,581 to 625,033 as shown at

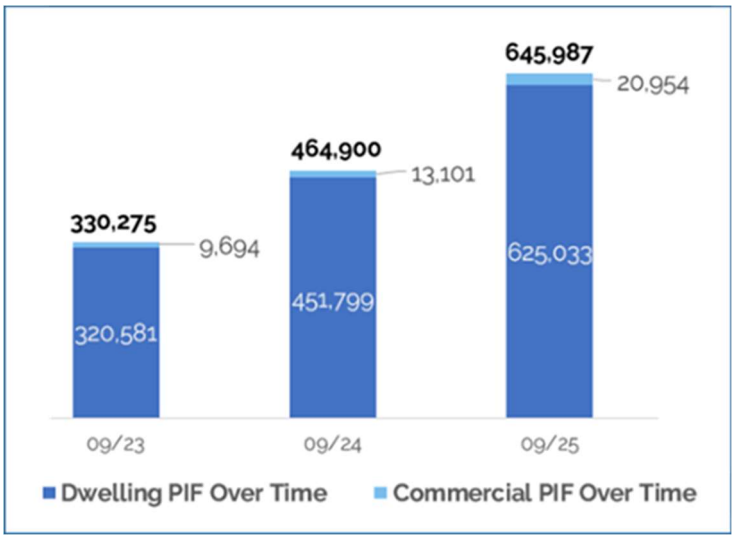

Figure 6 Total FAIR Plan Dwelling and Commercial Policies Have Increased, September 2023 to September 2025

[41] California Department of Insurance. Sustainable Insurance Strategy. https://ains.assembly.ca.gov/system/files/2023-12/insurance-commissioner-ricardo-lara-california-sustainable-insurance-strategy-presentation-to-assembly-insurance-committee-12-13-2023.pdf. Accessed January 29, 2026.

[42] New York Times.*California Promised Insurance Relief, But Delivered Loopholes*. November 1, 2025. https://www.nytimes.com/2025/11/01/us/los-angeles-california-fire-insurance-regulations.html. Accessed March 25, 2026.

[43] The California FAIR Plan. https://www.cfpnet.com/. Accessed March 25, 2026.

Figure 6.[44] FAIR Plan data for Orange County residential policies in 2022 is shown in Appendix E.

The FAIR Plan is a syndicated fire insurance pool comprised of all insurers licensed to conduct property and casualty business in California. The FAIR Plan was established by statute[45] in August 1968 as an insurance placement facility and all licensed property/casualty insurers that write basic property insurance are required to be members of the FAIR Plan. The FAIR Plan issues policies on behalf of its member companies, and each member company participates in the profits, losses, and expenses of the FAIR Plan in direct proportion to its market share of business written in the state. The FAIR Plan is not a state agency or public entity; it does not receive public or taxpayer funding. As the total number of FAIR Plan policies continues to grow unabated, so does the financial strain on the overall FAIR Plan fire insurance pool.

Insurance Relief for Homeowners: Safer from Wildfires Insurance Regulation

The first of the wildfire safety regulatory incentives was the Safer from Wildfires regulation enacted in fall 2022.[46] Safer from Wildfires requires insurers to offer premium discounts based, in part, on mandatory factors including community-level wildfire risk mitigation designations and property-level wildfire risk mitigation efforts. Every action taken under Safer from Wildfires qualifies applicants and policyholders for insurance discounts.

Safer from Wildfires: Community-Level Wildfire Risk Mitigation

There are two examples of community-level wildfire risk mitigation designations listed in the Safer from Wildfire regulation: 1) Fire Risk Reduction Community Listing[47] approved by the Board of Forestry and Fire Protection, and 2) Firewise USA Site Designation[48] approved by the National Fire Protection Association. Other examples of community-level wildfire risk mitigation designations include local Fire Safe Council supported by the California Fire Safe Council, Community Wildfire Protection Plan supported by the

[44] Key Statistics & Data. The California FAIR Plan. https://www.cfpnet.com/key-statistics-data/. Accessed March 25, 2026.
[45] California Insurance Code sections 10090 et seq. https://law.justia.com/codes/california/code-ins/division-2/part-1/chapter-9/section-10090/. Accessed April 21, 2026.
[46] California Code of Regulations, Title 10, Section 2644.9
[47] Fire Risk Reduction Community listed by the Board of Forestry and Fire Protection pursuant to Public Resources Code Section 4290.1. https://bof.fire.ca.gov/projects-and-programs/fire-risk-reduction-community-list. Accessed February 10, 2026.
[48] Firewise USA program managed by National Fire Protection Association (NFPA). https://www.nfpa.org/Education-and-Research/Wildfire/Firewise-USA. Accessed April 21, 2026.

U.S. Fire Administration, and the Wildfire Prepared Neighborhood™ Pilot Program[49] being launched by the Insurance Institute for Business & Home Safety (IBHS).

Safer from Wildfires: Property-Level Wildfire Risk Mitigation

Safer from Wildfires also requires insurers to offer premium discounts based, in part, on the reduced wildfire risk resulting from each and every property-level wildfire risk mitigation action. These individual property-level wildfire risk mitigation efforts include measures addressing the immediate surroundings of a building and building hardening. The IBHS offers homeowner guidance based on its research,[50] and a property-level Wildfire Prepared Home™ designation[51] that recognizes mitigation measures addressing both immediate surroundings and home hardening.

Safer from Wildfires: Property-Level Measures Addressing Immediate Surroundings - Defensible Space

The following measures are specified in Safer from Wildfires to address the immediate surroundings of a building. Each of these actions qualifies for insurance discount:

a. Clearing of vegetation and debris from under decks
b. Clearing of vegetation, debris, mulch, stored combustible materials, and any and all movable combustible objects from the area within five (5) feet of the building
c. Use of only noncombustible materials in any improvements to the property, including fences and gates situated within five (5) feet of the building
d. Removal or absence of combustible structures, including sheds and other outbuildings, from the area within thirty (30) feet of the building or as much of such area as is under the control of the applicant or policyholder
e. Whether the property upon which the building is situated complies with state or local defensible space requirements, as applicable

Safer from Wildfires: Property-Level Building Hardening Measures

The following building hardening measures are specified in Safer from Wildfires. Each of these actions qualifies for insurance discount:

a. Class-A fire rated roof
b. Enclosed eaves

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[49] Institute for Business & Home Safety. Wildfire Prepared Neighborhood Pilot Program. https://wildfireprepared.org/wildfire-prepared-neighborhood-pilot-program/. Accessed March 19, 2026.
[50] IBHS Research. *Wildland Fire Embers and Flames: Home Mitigations That Matter*. April 2023. https://ibhs1.wpenginepowered.com/wp-content/uploads/Home-Mitigations-that-Matter-FINAL.pdf. Accessed February 10, 2026.
[51] Institute for Business & Home Safety. Wildfire Prepared Home: Take Proven Steps to Reduce Your Risk. https://wildfireprepared.org/. Accessed March 19, 2026.

c. Fire-resistant vents
d. Multipane windows, including dual pane windows, or functional shutters, which when closed, cover the entire window and do not have openings
e. At least six (6) inches of noncombustible vertical clearance at the bottom of the exterior surface of the building, measured from the ground up

Safer from Wildfires: Optional Factors

The Safer from Wildfires regulation also incorporates other optional factors that are substantially related to risk of wildfire loss. These optional factors may include, but are not limited to: fuel, slope, access, aspect, structural characteristics, wind, and other community-level or property-level mitigation efforts, or designations as recommended by a state or local fire safety agency or organization as reducing wildfire risk.

Reducing Wildfire and Insurance Risk: AB888 The California Safe Homes Grant Program

AB888 established the California Safe Homes Grant Program in October 2025 to be developed and administered by the Department of Insurance for the purpose of achieving the following goals:

(1) Reducing local and statewide wildfire losses
(2) Improving insurability and resilience of vulnerable communities
(3) Home hardening of insurable properties to mitigate wildfire risk and enable consumers to get access to insurance premium incentives offered by insurance companies and in alignment with the department’s rules.

Eligible California Safe Home Grant Program applicants include qualifying individuals and qualifying cities, counties, and special districts. For individuals, grant funds may be awarded if the following criteria are met:

(1) The property of the applicant is covered by an admitted insurer or the California FAIR Plan
(2) The property of the applicant is in a ZIP Code that overlaps with a High or Very High FHSZ.
(3) The income of the applicant is no higher than the low-income limit for the county in which they reside

As of January 1, 2026, the Department of Insurance was developing the grant application portal and planned to begin accepting California Safe Homes Grant applications in spring 2026.[52]

Our Shared Responsibilities

Orange County Fire Authority (OCFA)

OCFA serves all unincorporated areas of Orange County and its 23 Orange County member cities. The OCFA Board of Directors is made up of elected officials from the County and its member cities. The 11 Orange County cities that are not served by OCFA have their own city fire departments, i.e., their own fire service agencies having jurisdiction. The list of OCFA member cities and other Orange County fire service agencies is included at Appendix F.

OCFA education and outreach programs are comprehensive. Online materials and event scheduling is accessible at their website. and a staff of seven community education specialists and a community education supervisor are available to coordinate and attend events. The Wildfire Preparedness[53] webpages cover multiple topic areas including:

- Ready, Set, Go!
- Home Assessment
- Defensible Space Disclosure Inspection
- Pest Control (tree pests management)
- Immediate Zone
- FHSZ Maps
- Insurance
- Contractors (specializing in wildfire preparedness)

OCFA takes a systematic approach to mitigating risk through its Community Risk Reduction Department (formerly Fire Prevention). OCFA Community Risk Reduction (CRR) staff identifies community risks, collaborates with developers, agencies, and residents to build and maintain safe communities.[54] In addition to the extensive Wildland Preparedness webpages, the CRR department webpages include a section on Wildland & Vegetation with specific information for homeowners in wildland interface areas. The CRR department supports homeowners' risk reduction efforts by providing an online

[52] CalMatters. California homeowners could qualify for grants for new roofs and fire safety. January 1, 2026. https://calmatters.org/economy/2026/01/california-safe-homes-grants/. Accessed February 17, 2026.
[53] Orange County Fire Authority. Wildfire Preparedness. https://ocfa.org/ready-set-go/. Accessed February 24, 2026.
[54] Orange County Fire Authority. About Us. Departments. https://ocfa.org/about-us/departments/community-risk-reduction/. Accessed February 24, 2026.

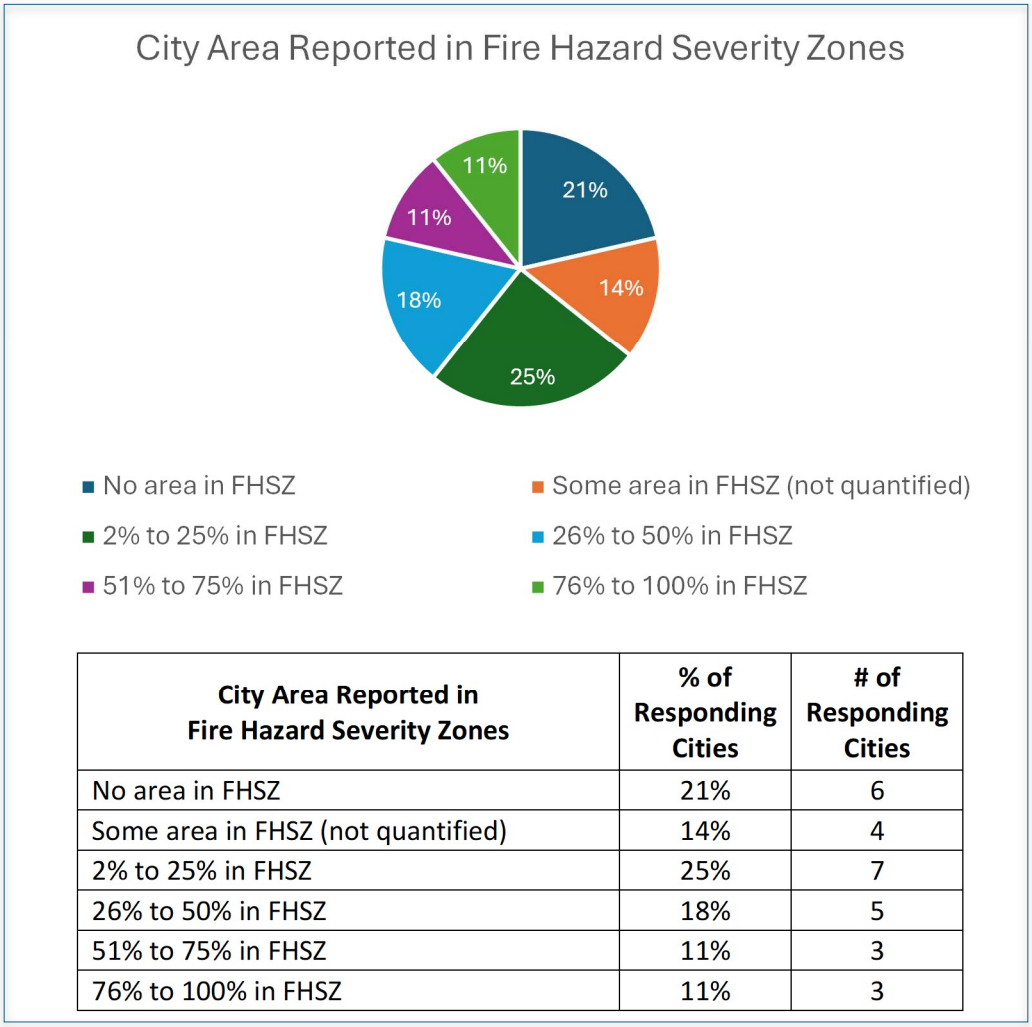
home assessment tool[55] that covers the basics of both home hardening and defensible space principles. The online assessment tool guides the homeowner through a series of questions and ends with the opportunity to receive an emailed report providing recommendations for fire mitigation strategies. Before beginning the online questionnaire, homeowners are given the option to request an in-person home assessment with an OCFA Fire Prevention Specialist.

Fire Hazard Severity Zone Survey Results - Local Governments and Fire Service Agencies

This investigation included a survey of Orange County cities to gather information about their efforts to reduce risk of wildfire in WUI areas and their outreach programs for homeowners. The Grand Jury invited 34 Orange County cities to respond to the survey and received 28 responses. Of these 28 responses, 20 were from various city departments, and eight were from city fire departments.

The Orange County cities that responded to the survey reported having from zero to 100% of their city land area within Moderate, High, or Very-High FHSZs. Reported land areas may not match each individual city's FHSZ map. A summary of the survey results for city area reported in FHSZs are shown at Figure 7:

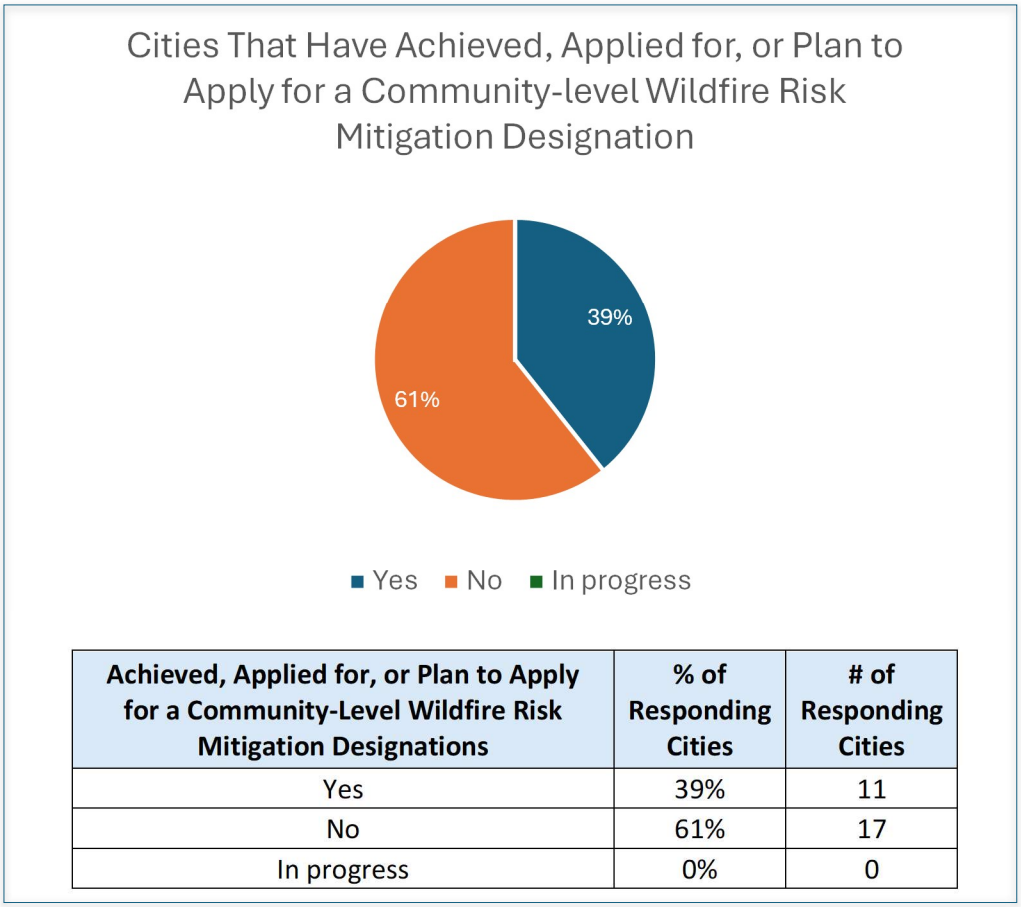
[55] Orange County Fire Authority. Home Assessment Tool. https://ocfa.org/ready-set-go/home-assessment/. Accessed February 24, 2026.



City Area Reported in Fire Hazard Severity Zones	% of Responding Cities	# of Responding Cities
No area in FHSZ	21%	6
Some area in FHSZ (not quantified)	14%	4
2% to 25% in FHSZ	25%	7
26% to 50% in FHSZ	18%	5
51% to 75% in FHSZ	11%	3
76% to 100% in FHSZ	11%	3

Figure 7 City Area Reported in Fire Hazard Severity Zones

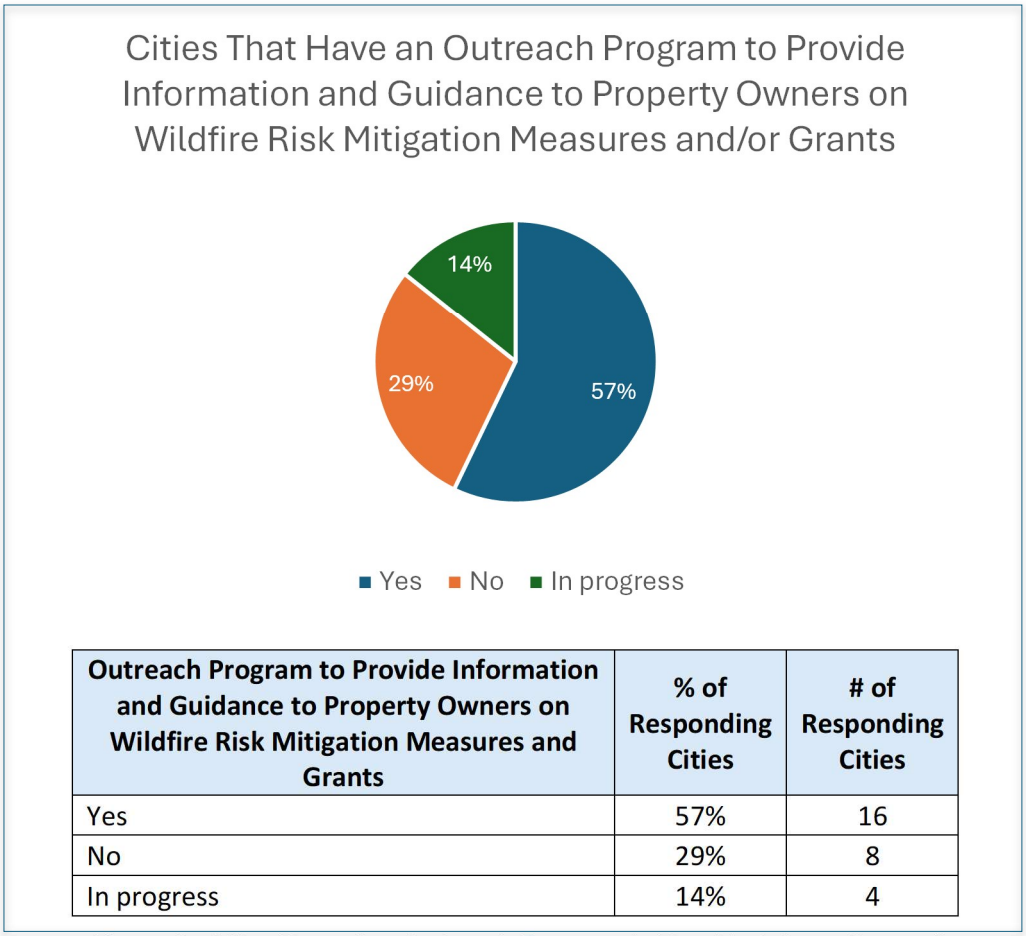
11 of 28 responding cities reported having achieved or have applications pending approval for community-level wildfire risk mitigation designations. Achievement of community-level wildfire risk mitigation designations is a significant way local governments, local fire departments, unincorporated areas, and special districts can reduce wildfire and insurance risk for their residents. A summary of the survey results for cities that have achieved or applied for community-level wildfire risk mitigation designation are shown at Figure 8.



Achieved, Applied for, or Plan to Apply for a Community-Level Wildfire Risk Mitigation Designations	% of Responding Cities	# of Responding Cities
Yes	39%	11
No	61%	17
In progress	0%	0

Figure 8 Cities Reporting Achieved, Applied for, or Plan to Apply for a Community-Level Wildfire Risk Mitigation Designation

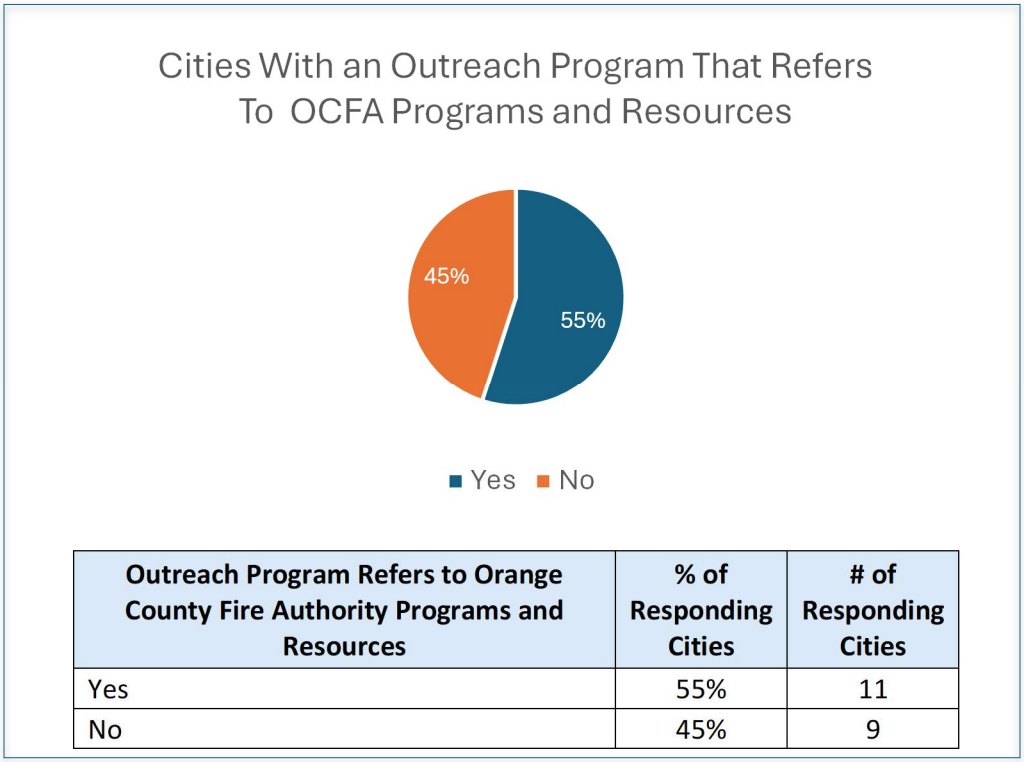
16 of 28 responding cities reported having an outreach program that provides information and guidance to property owners on wildfire risk mitigation measures and grant programs. A summary of the survey results on cities reporting whether they have these outreach programs in place are shown at Figure 9. These outreach programs are needed to help homeowners achieve awareness and ability to plan and take actions required to reduce individual and community wildfire and insurance risk.



Outreach Program to Provide Information and Guidance to Property Owners on Wildfire Risk Mitigation Measures and Grants	% of Responding Cities	# of Responding Cities
Yes	57%	16
No	29%	8
In progress	14%	4

Figure 9 Cities Reporting Outreach Program to Provide Information and Guidance to Property Owners on Wildfire Risk Mitigation Measures and/or Grants

11 of the 16 cities reported having their own outreach programs, are Orange County Fire Authority (OCFA) member cities, and referred to one or more of OCFA's comprehensive programs and resources (see Figure 10). While OCFA member cities' use of OCFA outreach programs and resources is efficient and beneficial to their residents, the availability of a direct local contact at the city who is knowledgeable and can provide even a minimum of information and guidance on wildfire mitigation resources would help remove barriers to homeowners' actions to reduce wildfire risk.



Outreach Program Refers to Orange County Fire Authority Programs and Resources	% of Responding Cities	# of Responding Cities
Yes	55%	11
No	45%	9

Figure 10 Cities Reporting Their Outreach Program Refers to Orange County Fire Authority Outreach Programs and Resources

Orange County Homeowners Associations Play an Important Role

According to the California Community Managers Association, there are 4,927 homeowners associations (HOA) in Orange County, and 82% of Orange County residents live in HOAs.[56] These HOAs communicate directly with their residents, and thus have the ability to mobilize people and resources to effectively achieve and maintain community-level wildfire risk mitigation designations and reduce their residents' homeowner insurance premiums.

HOAs are the local contact for their residents, and through their architectural and landscape standards can effectively communicate information on home hardening and defensible space requirements. HOAs often host community leaders and local fire service agencies for fire prevention workshops and other outreach events for HOA residents. Their local contact function can also provide information and organize opportunities to volunteer and support local fire prevention overall through activities such as Citizens Brigade[57] and Bike Brigade.[58] These HOA-hosted workshops, outreach

[56] California Association of Community Managers. Estimated number of residents living in HOAs based on average of 2010-2014 Census reports of 3.04 persons per household. www.cacm.org.
[57] *Weathered: After the LA Firestorm.* PBS, KCET, 2026.
[58] Ellis, Rebecca. Los Angeles Times. January 10, 2026. *Topanga Canyon felt abandoned. So residents are banding together to fight fire.* https://www.latimes.com/california/story/2025-01-10/topanga-canyon-felt-abandoned-so-*residents*-are-banding-together-to-fight-fire. Accessed March 6, 2026.

events, and local contact functions are effective means to help homeowners achieve awareness and ability to plan and take actions necessary to reduce wildfire and insurance risk.

HOAs often have significant responsibility for large open space areas of Orange County that can total hundreds of acres of fuel modification zones. The HOAs' collaborative role with local fire service agencies in managing these fuel modification zones is as important as their role with HOA residents in the shared responsibilities for wildfire and insurance risk reduction.

Homeowners are Responsible for Reducing Home Ignition Potential

Fire science research has demonstrated that ignition-resistant homes can survive wildfire without firefighter protection.[59] Where there are enough ignition-resistant homes, the WUI fire chain of events can be broken to prevent fire disasters, and these homes can escape destruction or survive undamaged. Taking the actions necessary to make homes ignition resistant to windborne embers is the responsibility of homeowners. The role of the homeowner is critical in the shared responsibilities for reducing wildfire and insurance risk in WUI areas.

Homeowners need support from local governments and fire service agencies to achieve the awareness and ability to plan and take actions necessary to make homes ignition resistant. This support is most effectively delivered through local outreach programs; effective communications in outreach programs have been found to be the more local, personalized efforts such as one-on-one consultation with fire experts, townhall events, small workshops, tours, and demonstrations.[60] For example, provision of in-person or online home assessments that result in written recommendations to homeowners for specific wildfire risk mitigation actions. Documentation of the recommended actions taken can then be presented to homeowners' insurers for the insurance discounts required by Safer from Wildfires.

Safer from Wildfires home hardening and defensible space measures protect homes and communities, save homeowners, local governments, and fire authorities as well as insurance companies from catastrophic loss while also providing discounts for homeowners' insurance premiums.

Reducing wildfire risk in the wildland-urban interface helps ensure that insurance coverage remains accessible. California's wildfire and insurance crisis demands coordinated action from local governments and fire authorities, communities, and homeowners to reduce risk of wildfire.

[59] Cohen, *The Wildland-Urban Interface Fire Problem*, 23.
[60] Gammanco, *The Return of Conflagration,* 34.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation “Wildfires Hit Home” the 2025-2026 Orange County Grand Jury has arrived at the following six findings:

F1 More frequent and severe wildfires driven by increasingly hotter, drier, and windier conditions in the Orange County wildland-urban interface are escalating impacts on financial and non-financial resources. Among the financial costs are dramatic increases in homeowners’ insurance premiums, nonrenewals, and inabilities to obtain insurance.

F2 Actions that address conditions in the home ignition zone to significantly reduce ignition potential can prevent a community wildland-urban interface fire disaster or suburban conflagration.

F3 Expanded engagement with the community to raise awareness and provide support regarding home hardening and defensible space will increase effectiveness of wildfire risk mitigation and insurance risk reduction efforts.

F4 Achievement of community-level and property-level wildfire risk mitigation designations (such as Firewise USA Site, Fire Risk Reduction Community or Insurance Institute for Business and Home Safety certification) lessens wildfire risk and helps reduce insurance premium costs.

F5 All county residents should be made aware that Safer from Wildfire regulation requires insurers to provide discounts to homeowners and communities that implement home hardening and defensible space measures regardless of whether a property is located within a Fire Hazard Severity Zone.

F6 AB888, California Safe Homes Grant Program, provides financial assistance to eligible homeowners, cities, counties, and special districts for home hardening and defensible space measures. Applying for and using these grant funds will reduce wildfire losses and improve insurability and resilience of vulnerable communities.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2025-2026 Orange County Grand Jury makes the following recommendations:

R1 By December 31, 2026, the Orange County Board of Supervisors should plan to host a county-wide annual wildfire prevention fair for the County and all cities and fire service agencies, including Orange County Fire Authority, to showcase respective wildfire outreach programs, and for the first annual wildfire prevention fair to be scheduled no later than December 31, 2027. [F1, F2, F3, F4, F5, F6]

R2 By December 31, 2026, cities and fire service agencies, including Orange County Fire Authority should commit to participation in a county-wide annual wildfire prevention fair planned by the Orange County Board of Supervisors to showcase wildfire prevention outreach programs. [F1, F2, F3, F4, F5, F6]

R3 By December 31, 2026, cities, unincorporated areas, special districts, and fire service agencies in High and Very-High Fire Hazard Severity Zones should initiate planning activities to achieve community-level wildfire risk mitigation designations and/or establish a local Fire Safe Council within one year. [F4, F5, F6]

R4 By December 31, 2026, to ensure city residents are engaged and aware of wildfire risk reduction resources, OCFA member and non-member cities should provide information, develop their own outreach program, and establish a direct contact person(s) for their residents. This is in addition to whatever referrals or references made to OCFA outreach programs. [F1, F2, F3, F4, F5, F6]

COMMENDATIONS

Yorba Linda Water District

The 2025-26 Orange County Grand Jury extends its special thanks to the Yorba Linda Water District (YLWD) for providing two tours of its facilities, including their non-portable Heli-Hydrants™. The YLWD with foresight and planning installed three Heli-Hydrant™ facilities. One of the tanks was the first to be installed in Southern California. These innovative tanks enable fire department helicopters to access water more quickly and efficiently, improving helicopter firefighting capabilities in areas where wildland vegetation and human development intersect, such as in the Yorba Linda service area.



Source: 2025-2026 Grand Jury

Newport Beach Fire Department

The 2025-2026 Orange County Grand Jury acknowledges and recognizes the Newport Beach Fire Department for their outstanding and continuing efforts to lead the Southern California region in dedication and adherence to the highest level of fire protection and safety. They are a role model for other cities in Orange County and elsewhere. In 2024, the Insurance Services Office honored Newport Beach Fire Department as a Top Tier Class 1 fire agency through its Public Protection Classification Program Newport Beach Fire Department shares the Top Tier Class 1 designation with only about 1% of the top fire departments nationwide.

The Grand Jury particularly commends Newport Beach Fire Prevention leadership, who generously dedicated time and expertise to share insights from their extensive knowledge of fire science.

REQUIRED RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

§933

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

§933.05.

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, therefore.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

The Orange County Grand Jury requires the following responses:

Orange County Board of Supervisors	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R1, R2, R3

Orange County Fire Authority Board of Directors	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3
City of Aliso Viejo	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Anaheim	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Brea	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Buena Park	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Costa Mesa	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Cypress	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4

City of Dana Point	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Fountain Valley	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Fullerton	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Garden Grove	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Huntington Beach	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Irvine	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of La Habra	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4

City of La Palma	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Laguna Beach	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Laguna Hills	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Laguna Niguel	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Laguna Woods	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Lake Forest	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Los Alamitos	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4

City of Mission Viejo	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Newport Beach	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Orange	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Placentia	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Rancho Santa Margarita	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of San Clemente	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of San Juan Capistrano	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4

City of Santa Ana	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Seal Beach	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Stanton	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Tustin	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Villa Park	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4
City of Westminster	90 Day Response Requested
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R4
City of Yorba Linda	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R2, R3, R4

Acronyms

AB	Assembly Bill
B	Brush
BCR	Benefit Cost Ratio
CAL FIRE	California Department of Forestry and Fire Protection
CAL OES	California Governor's Office of Emergency Services
CC	Contract Counties
CDI	California Department of Insurance
CRR	Community Risk Reduction
CWUIC	California Wildland-Urban Interface Code
FAIR	Fair Access to Insurance Requirement
FEMA	Federal Emergency Management Agency
FHDS	Fire Hardening and Defensible Space
FHSZ	Fire Hazard Severity Zone
G	Grass
HOA	Homeowners Association
IBHS	Insurance Institute for Business & Home Safety®
IWUIC	International Wildland-Urban Interface Code
LRA	Local Responsibility Area
NFPA	National Fire Protection Association
OCFA	Orange County Fire Authority
P&C	Property and Casualty
PIF	Policies in Force
SB	Senate Bill
SRA	State Responsibility Area
USDA	United States Department of Agriculture

USFS	United States Forest Service
WRAP	Wildfire Risk Reduction and Asset Protection
WUI	Wildland-Urban Interface
YLWD	Yorba Linda Water District

Glossary

Aspect	Compass direction that a slope or terrain surface faces, influencing sunlight exposure, temperature, and vegetation.
Catastrophic loss	A sudden, severe, and often, widespread event resulting in extreme financial, loss of life, or permanent injury.
Class-A roof	Highest fire resistance classification for a roof assembly, signifying its effectiveness against severe fire exposure.
Conflagration	A particularly large and destructive fire; in the built environment, this may describe a fire that spreads via structure to structure.
Defensible space	Buffer zone created and managed between buildings and surrounding wildland area to protect buildings from embers, flames, or heat, slow or stop wildfire spread, and help ensure safety of firefighters.
Ember	Small piece of burning or glowing fragment from a fire.
Ember-resistant	Refers to features that reduce the risk of ignition from embers.
Ember spot ignition	Refers to one of the principal ways homes can ignite during extreme WUI fires, by embers directly on a house.
Firebrands	Refers to airborne embers; pieces of burning wood.
Firewise USA	Program administered by NFPA® and co-sponsored by the USDA Forest Service and the National Association of State Foresters.
Fuel modification zone	Designated area where vegetation is managed to reduce wildfire risk for protection of homes and communities.
Fuel reduction	Management of vegetation to reduce risk of wildfires.
Heli-Hydrant™	Patented rapid-fill water tank system for helicopter firefighting operations.
Home hardening	Utilizing building materials, construction methods and maintenance practices to increase resistance to ignition from fire exposure.
Home ignition potential	Susceptibility of a home and its immediate surroundings within 100 feet (thirty meters) to ignite during a wildfire.
Home ignition zone	A home and its immediate surroundings within 100 feet (thirty meters).

Ignition	Process leading to the onset of a sustained combustion reaction; “start of a fire.”
Ignition-resistant	Refers to materials and construction methods designed to resist ignition or sustained flaming combustion; difficult to catch fire when exposed to direct flame or heat.
Wildland fuels	Burnable plant materials that can act as fuel during wildfires, including grasses, shrubs, trees, dead leaves, and fallen pine needles.
Zone 0	Ember-resistant defensible space within the first five feet around a structure, required for properties in State Responsibility Area or Very High Fire Hazard Severity Zone in the Local Responsibility Area.

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California Government Code 51175-89. https://law.justia.com/codes/california/code-gov/title-5/division-1/part-1/chapter-6-8/section-51175/

California Insurance Code § 2644.9

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Appendix A

CAL FIRE Wildfire Data

Top 20 Deadliest California Wildfires

	FIRE NAME *(CAUSE)*	DATE	COUNTY	ACRES	*STRUCTURES*	DEATHS
1	**CAMP FIRE** *(Powerlines)*	November 2018	Butte	153,336	18,804	**85**
2	**GRIFFITH PARK** *(Unknown)*	October 1933	Los Angeles	47	0	**29**
3	**TUNNEL - Oakland Hills** *(Rekindle)*	October 1991	Alameda	1,600	2,900	**25**
4	**TUBBS** *(Electrical)*	October 2017	Napa & Sonoma	36,807	5,643	**22**
5	**EATON** *(Under Investigation)**	January 2025	Los Angeles	14,021	9,413	**19**
6	**NORTH COMPLEX** *(Lightning)*	August 2020	Butte, Plumas, & Yuba	318,935	2,352	**15**
7	**CEDAR** *(Human Related)*	October 2003	San Diego	273,246	2,820	**15**
8	**RATTLESNAKE** *(Arson)*	July 1953	Glenn	1,340	0	**15**
9	**PALISADES** *(Under Investigation)**	January 2025	Los Angeles	23,707	6,833	**12**
10	**LOOP** *(Unknown)*	November 1966	Los Angeles	2,028	0	**12**
11	**HAUSER CREEK** *(Human Related)*	October 1943	San Diego	13,145	0	**11**
12	**INAJA** *(Human Related)*	November 1956	San Diego	43,904	0	**11**
13	**IRON ALPS COMPLEX** *(Lightning)*	August 2008	Trinity	105,855	10	**10**
14	**REDWOOD VALLEY** *(Power Lines)*	October 2017	Mendocino	36,523	544	**9**
15	**HARRIS** *(Undetermined)*	October 2007	San Diego	90,440	548	**8**
16	**CANYON** *(Unknown)*	August 1968	Los Angeles	22,197	0	**8**
17	**CARR** *(Human Related)*	July 2018	Shasta County, Trinity	229,651	1614	**8**
18	**LNU Lightning Complex** *(Lightning/Arson)*	August 2020	Napa/Sonoma/Yolo/Stanislaus/ Lake	363,220	1,491	**6**
19	**ATLAS** *(Powerline)*	October 2017	Napa & Solano	51,624	781	**6**
20	**OLD** *(Human Related)*	October 2003	San Bernardino	91,281	1,003	**6**

** Fires with the same death count are listed by most recent. Several fires have had 4 fatalties, but only the most recent are listed.
***This list does not include fire jurisdiction. These are the Top 20 regardless of whether they were state, federal, or local responsibility.

7/25/2025

Source: CalFire Redbook Data

Figure 11 Top 20 Deadliest California Wildfires

Top 20 Most Destructive California Wildfires

	FIRE NAME *(CAUSE)*	DATE	COUNTY	ACRES	*STRUCTURES*	DEATHS
1	**CAMP** *(Powerlines)*	November 2018	Butte	153,336	**18,804**	85
2	**EATON** *(Under Investigation)**	January 2025	Los Angeles	14,021	**9,413**	19
3	**PALISADES** *(Under Investigation)**	January 2025	Los Angeles	23,707	**6,833**	12
4	**TUBBS** *(Electrical)*	October 2017	Napa & Sonoma	36,807	**5,636**	22
5	**TUNNEL - Oakland Hills** *(Rekindle)*	October 1991	Alameda	1,600	**2,900**	25
6	**CEDAR** *(Human Related)*	October 2003	San Diego	273,246	**2,820**	15
7	**NORTH COMPLEX** *(Lightning)*	August, 2020	Butte, Plumas, & Yuba	318,935	**2,352**	15
8	**VALLEY** *(Electrical)*	September 2015	Lake, Napa & Sonoma	76,067	**1,955**	4
9	**WITCH** *(Powerlines)*	October 2007	San Diego	197,990	**1,650**	2
10	**WOOLSEY** *(Electrical)*	November 2018	Ventura	96,949	**1,643**	3
11	**CARR** *(Human Related)*	July 2018	Shasta County, Trinity	229,651	**1,614**	8
12	**GLASS** *(Undetermined)*	September 2020	Napa & Sonoma	67,484	**1,520**	0
13	**LNU LIGHTNING COMPLEX** *(Lightning/Arson)*	August 2020	Napa, Solano, Sonoma, Yolo, Lake, & Colusa	363,220	**1,491**	6
14	**CZU LIGHTNING COMPLEX** *(Lightning)*	August 2020	Santa Cruz, San Mateo	86,509	**1,490**	1
15	**NUNS** *(Powerline)*	October 2017	Sonoma	54,382	**1,355**	3
16	**DIXIE** *(Powerline)*	July 2021	Butte, Plumas, Lassen, & Tehama	963,309	**1,311**	1
17	**THOMAS** *(Powerline)*	December 2017	Ventura & Santa Barbara	281,893	**1,063**	2
18	**CALDOR** *(Under Investigation)*	September 2021	Alpine, Amador, & El Dorado	221,774	**1,003**	1
19	**OLD** *(Human Related)*	October 2003	San Bernardino	91,281	**1,003**	6
20	**JONES** *(Undetermined)*	October 1999	Shasta	26,200	**954**	1

"Structures" include homes, outbuildings (barns, garages, sheds, etc) and commercial properties destroyed.
This list does not include fire jurisdiction. These are the Top 20 regardless of whether they were state, federal, local or tribal responsibility.
*Numbers not final *DINS Disclaimer: These numbers are preliminary based on aerial assessments dedicating heat sources which can include chicken coops, outbuildings, sheds, water containers, etc. *Validated inspections are currently being ground-verified by Damage Assessment Teams.

7/25/2025

Source: CalFire Redbook Data

Figure 12 Top 20 Most Destructive California Wildfires

Incident #	County	Fire Name	Date		Direct Protection Area	Acres Burned	Vegetation Type	Cause	Structures		Fatalities	
			Start	Contained					Destroyed	Damaged	Firefighters	Civilians
ORC-127883	ORANGE RIVERSIDE	AIRPORT	9/9/24	10/5/24	CC	23,526	B, G	EQUIPMENT	160	34		
CNF-405	ORANGE	JIM	3/2/22	3/9/22	USFS	553	B, G	HUMAN				
ORC-136890	ORANGE	BOND	12/2/20	12/11/20	CC	6,686	B, G	STRUCTURE	31	21		
ORC-121612	ORANGE	BLUE RIDGE	10/26/20	11/7/20	CC	13,694	B, G	UNDETERMINED	1	12		
ORC-121364	ORANGE	SILVERADO	10/26/20	11/7/20	CC	12,466	B, G	UNDER INVESTIGATION	5	11		
CNF-2664	ORANGE RIVERSIDE	HOLY	8/6/18	9/14/18	USFS	23,025	B, G	ARSON	24	18		
ORC-110494	ORANGE	CANYON 2	10/9/17	10/17/17	CC	9,217	B, G	MISCELLANEOUS	25	55		
ORC-1478	ORANGE	CANYON	9/25/17	10/3/17	CC	2,662	B, G	MISCELLANEOUS	7			
CNF-2873	ORANGE	SILVERADO	9/12/14	9/20/14	USFS	985	B	UNDETERMINED				
ORC-045067	ORANGE	CARBON CANYON	7/7/11	7/8/11	CALFIRE/CC	508	B	UNDETERMINED				

Notes:
B = Brush
G = Grass
CC = Contract Counties
USFS = United States Forest Service
Source: CalFire Redbook Data

Figure 13 Large Fires 300 Acres and Greater - State and Contract Counties Direct Protection Area

Year	County	Fire Name	Total	A < 0.25 Acres	B 0.26 - 9.99 Acres	C 10 - 99 Acres	D 100 - 299 Acres	E 300 - 999 Acres	F 1000 - 4999 Acres	G > 5000 Acres
2024	Orange	Airport	39	31	5	1	1	0	0	1
2023	Orange	-	28	18	10	0	0	0	0	0
2022	Orange	Jim	30	23	4	0	2	1	0	0
2021	Orange	-	7	5	2	0	0	0	0	0
2020	Orange	Bond, Blue Ridge, Silverado	45	33	7	2	0	0	0	3
2019	Orange	-	46	36	7	2	1	0	0	0
2018	Orange	Holy	57	49	5	0	2	0	0	1
2017	Orange	Canyon, Canyon 2	71	56	12	1	0	0	1	1
2016	Orange	-	42	33	4	5	0	0	0	0
2015	Orange	-	3	2	1	0	0	0	0	0
2014	Orange	Silverado	8	6	1	0	0	1	0	0
2013	Orange	-	13	12	1	0	0	0	0	0
2012	Orange	-	19	16	2	1	0	0	0	0
2011	Orange	Carbon Canyon	10	9	0	0	0	1	0	0
2010	Orange	-	7	1	5	1	0	0	0	0
2009	Orange	-	10	6	0	3	1	0	0	0
2008	Orange	-	8	6	2	0	0	0	0	0
2008 - 2024	Annualized	-	26.1	20.1	4.0	0.9	0.4	0.2	0.1	0.4

Yellow highlight signifies named fires including fires that span both Orange and Riverside counties
Source: CalFire Redbook Data

Figure 14 Orange County Wildfires by Size

Appendix B

Safer from Wildfires Flyer



Figure 15 Safer from Wildfires Flyer, Page 1



Figure 16 Safer from Wildfires Flyer, Page 2

Appendix C

Fire Hazard Severity Zone Map of Orange County

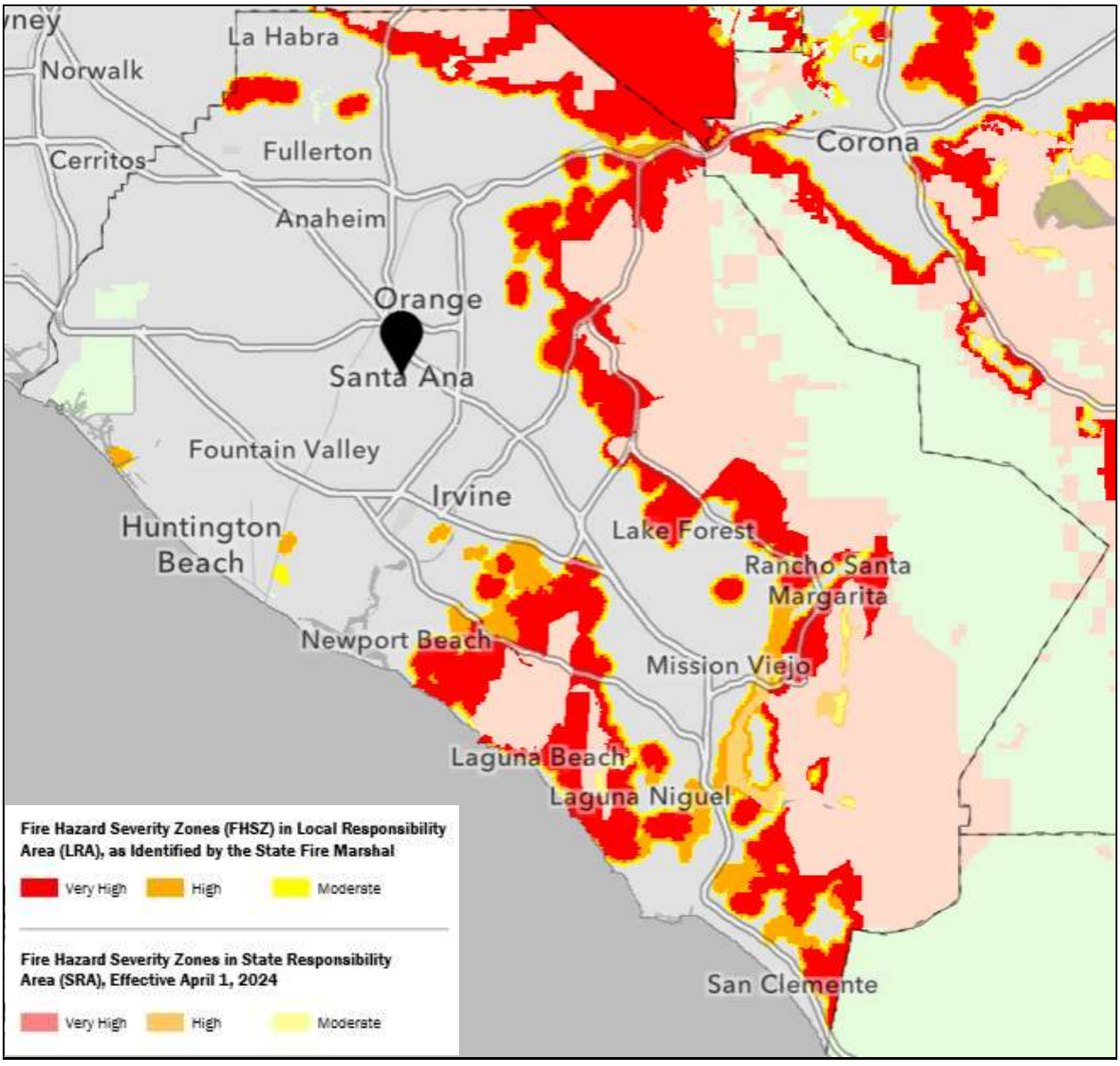

Figure 17 Fire Hazard Severity Zone Map of Orange County

Appendix D

CALIFORNIA ASSOCIATION OF REALTORS®

FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM

(C.A.R. Form FHDS, Revised 6/25)

This is a disclosure and addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), in which _____ is referred to as Buyer, and _____ is referred to as Seller.

1. **LAW APPLICABILITY:** If this property does not meet the conditions stated in **paragraph 1A** or **1B**, there is no requirement to complete the subsequent applicable paragraphs.
   A. **Home Fire Hardening Disclosure:** The Notice and disclosure of vulnerabilities in **paragraph 2** are only required for sellers of residential properties if: **(i)** the Property contains one to four units; **(ii)** the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); **(iii)** the Property is located in either a **high or very high** fire hazard severity zone; and **(iv)** the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN **PARAGRAPH 2B AND 2C**.
   B. **Defensible Space Compliance:** The disclosures and requirements specified in **paragraph 3** are only required for sellers of residential properties if: **(i)** the Property contains one to four units; **(ii)** the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); and **(iii)** the Property is located in either a **high or very high** fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, **PARAGRAPH 3** DOES NOT HAVE TO BE COMPLETED.
   C. **Fire Hazard Severity Zone Status:** It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on Cal Fire's website at **https://www.fire.ca.gov/dspace/**.

2. **FIRE HARDENING DISCLOSURE (☐ Property is built on or after January 1, 2010. Paragraphs 2B and 2C do not have to be completed):**
   A. **FIRE HARDENING STATUTORY NOTICE:** "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP://WWW.READYFORWILDFIRE.ORG".
   B. **FIRE HARDENING VULNERABILITIES: Are you** (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers (Seller is not obligated to explain or clarify their responses to questions **2B(1)-2B(6)**, whether they answer "yes" or "no." Voluntary explanation/clarification is permitted but not required).
      (1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant..... ☐ Yes ☐ No
      (2) Roof coverings made of untreated wood shingles or shakes..... ☐ Yes ☐ No
      (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck..... ☐ Yes ☐ No
      (4) Single pane or non-tempered glass windows..... ☐ Yes ☐ No
      (5) Loose or missing bird stopping or roof flashing..... ☐ Yes ☐ No
      (6) Rain gutters without metal or noncombustible gutter covers..... ☐ Yes ☐ No

      Explanation/Clarification: _____
   C. **LIST OF LOW COST RETROFITS:** The following is a list of low cost retrofits developed and listed by the California Department of Forestry and Fire Protection (CAL FIRE) and the California Governor's Office of Emergency Services (OES). More information on home hardening is available at readyforwildfire.org. A list of low cost retrofits with dynamic links can be found at https://readyforwildfire.org/wp-content/uploads/2025/04/Low-Cost-Retrofit-Flyer-Handout-.pdf.

      Have you (Seller) completed any of the following low-cost retrofits during the time you have owned the property? (If the retrofit was partially completed or only applied to a portion of the identified feature, or if similar work was performed, or if your response below needs clarification, provide the explanation/clarification below. If you are unsure if the retrofit item was completed or satisfied the conditions specified, check "No",and provide any explanation/clarification below.)
      (1) Roof replaced with Class A fire-rated roof..... ☐ Yes ☐ No
      (2) Spaces between roof covering and sheathing blocked with non-combustible materials (bird stops)..... ☐ Yes ☐ No
      (3) Installation of noncombustible gutter cover on gutters to prevent the accumulation of leaves and debris in the gutter..... ☐ Yes ☐ No
      (4) Covered chimney and stovepipe outlets with a noncombustible corrosion-resistant metal mesh screen (spark arrestor), with 3/8 inch to ½ inch openings..... ☐ Yes ☐ No
      (5) Install ember and flame-resistant vents..... ☐ Yes ☐ No
      (6) Caulk and plug gaps greater than 1/8-inch around exposed rafters and blocking to prevent ember intrusion into the attic or other enclosed spaces..... ☐ Yes ☐ No
      (7) Inspect exterior siding for dry rot, gaps, cracks, and warping. Caulk or plug gaps greater than 1/8-inch in siding and replace any damaged boards, including those with dry rot..... ☐ Yes ☐ No
      (8) Install weather-stripping to gaps greater than 1/8-inch between garage doors and door frames to prevent ember intrusion. The weather-stripping must be compliant with UL Standard 10C..... ☐ Yes ☐ No
      (9) Replace windows with multi-paned windows that have at least one pane of tempered glass..... ☐ Yes ☐ No
      (10) Replace siding or deck using compliant noncombustible, ignition-resistant, or other OSFM Wildland Urban Interface (WUI) Products..... ☐ Yes ☐ No

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Buyer's Initials _____/_____ Seller's Initials _____/_____
EQUAL HOUSING OPPORTUNITY

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Figure 18 Fire Hardening and Defensible Space Disclosure, Page 1

(11) Cover openings to operable skylights with a noncombustible metal mesh screen with openings in the screen not to exceed 1/8 inch.....☐ Yes ☐ No
(12) Install a minimum 6-inch metal flashing, applied vertically on the exterior of the wall at the deck-to-wall intersection to protect the combustible siding material.....☐ Yes ☐ No

Explanation/Clarification: _____

3. **DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met; the Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):**
   A. **LOCAL COMPLIANCE REQUIREMENTS:** The Property (☐ **IS,** ☐ **is NOT)** subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (**Paragraphs 3B** and **3C** must be completed regardless of the answer to **paragraph 3A** if the conditions in **paragraph 1B** are met.)
   B. **SELLER REPRESENTATION OF PROPERTY COMPLIANCE** with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:
      (1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.
      OR (2) ☐ Property **IS** in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within **3 (or _____) Days** after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last. If this paragraph is checked, also check **paragraph 3C(5)** below.
      OR (3) ☐ Property **is NOT** in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within **3 (or _____) Days** after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last.
   C. **BUYER AND SELLER AGREEMENT** REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:
      (1) **BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*****
      OR (2) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
      OR (3) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,***** or if applicable comply with the local requirement after Close Of Escrow.
      OR (4) ☐ **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain documentation of compliance prior to the time for Buyer's final verification of condition.
      OR (5) ☐ **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
      OR (6) ☐ **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
   D. The local agency from which a copy of the documentation in **paragraph 3B(2)**, **3B(3)**, **3C(4), 3C(5),** or **3C(6),** as applicable, may be obtained is _____, which may be contacted at _____.

***** The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").

4. ☐ **FINAL INSPECTION REPORT DISCLOSURE:** The Property was newly constructed, or was rebuilt following damage by a fire and the construction required a permit, and Seller has obtained a final inspection report addressing compliance with home fire hardening recommended building standards as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or ☐ Seller does not have a copy of the report and Buyer may obtain a copy at _____.

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature below, and the answers on paragraph 2C are accurate. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Seller _____ Date _____
Seller _____ Date _____

By signing below, Buyer acknowledges that they have received a copy of this Fire Hardening and Defensible Space Disclosure and Addendum, and they have read and understand the form and agree to the terms in paragraph 3C.

Buyer _____ Date _____
Buyer _____ Date _____

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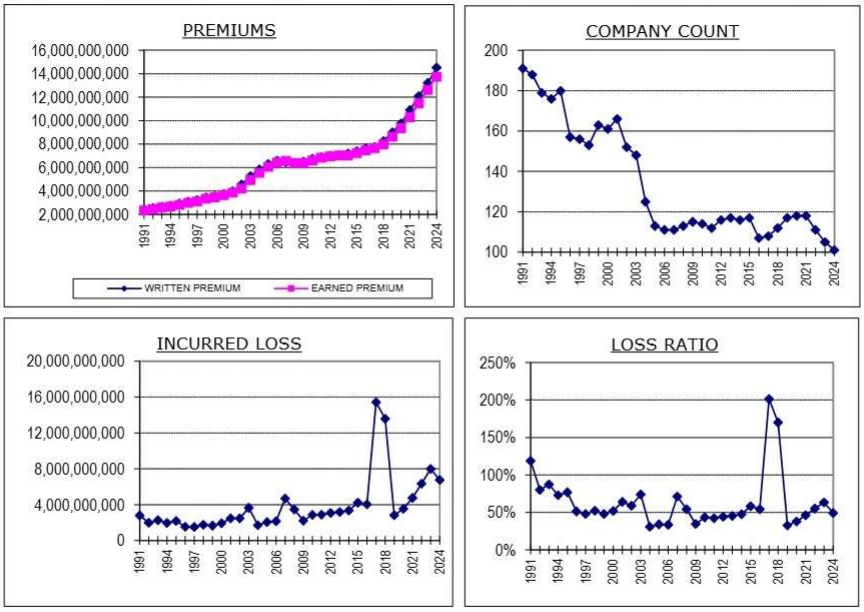
Figure 19 Fire Hardening and Defensible Space Disclosure, Page 2

Appendix E

California Department of Insurance Data

1991-2024 CALIFORNIA P&C HISTORICAL PREMIUM AND LOSS
Line of Business: HOMEOWNERS MULTIPLE PERIL [04]

YEAR	WRITTEN PREMIUM	% Chg.	Co.Count	EARNED PREMIUM	INCURRED LOSS	LOSS RATIO
1991	2,398,651,496		191	2,349,924,901	2,791,008,371	118.77%
1992	2,555,745,940	6.5%	188	2,468,835,484	1,980,200,380	80.21%
1993	2,669,536,350	4.5%	179	2,588,229,132	2,260,932,154	87.35%
1994	2,757,073,066	3.3%	176	2,688,902,970	1,957,548,203	72.80%
1995	2,934,990,317	6.5%	180	2,828,528,558	2,170,026,959	76.72%
1996	3,090,172,058	5.3%	157	2,992,922,532	1,536,204,414	51.33%
1997	3,219,673,063	4.2%	156	3,128,673,253	1,493,329,331	47.73%
1998	3,445,849,365	7.0%	153	3,358,899,095	1,758,775,892	52.36%
1999	3,560,100,595	3.3%	163	3,476,827,465	1,663,998,077	47.86%
2000	3,740,477,538	5.1%	161	3,676,266,079	1,908,291,220	51.91%
2001	3,992,960,925	6.8%	166	3,866,932,308	2,474,244,352	63.98%
2002	4,565,626,156	14.3%	152	4,211,592,936	2,476,270,849	58.80%
2003	5,296,194,308	16.0%	148	4,935,892,774	3,647,291,668	73.89%
2004	5,843,429,606	10.3%	125	5,560,574,064	1,715,301,749	30.85%
2005	6,305,176,422	7.9%	113	6,065,178,507	2,063,072,529	34.02%
2006	6,591,912,516	4.5%	111	6,436,870,073	2,147,266,579	33.36%
2007	6,453,088,200	-2.1%	111	6,568,857,449	4,675,914,725	71.18%
2008	6,355,980,869	-1.5%	113	6,386,251,776	3,452,898,028	54.07%
2009	6,513,371,686	2.5%	115	6,391,096,439	2,209,791,955	34.58%
2010	6,758,183,845	3.8%	114	6,612,865,838	2,870,059,793	43.40%
2011	6,896,796,197	2.1%	112	6,832,454,959	2,890,230,414	42.30%
2012	7,018,043,553	1.8%	116	6,962,824,501	3,076,419,837	44.18%
2013	7,033,097,194	0.2%	117	7,038,071,457	3,189,727,981	45.32%
2014	7,202,319,845	2.4%	116	7,031,937,018	3,351,846,286	47.67%
2015	7,409,994,305	2.9%	117	7,248,990,918	4,230,850,026	58.36%
2016	7,645,677,515	3.2%	107	7,475,784,553	4,047,329,931	54.14%
2017	7,761,932,830	1.5%	108	7,664,490,935	15,418,577,650	201.17%
2018	8,266,332,994	6.5%	112	7,983,075,132	13,577,455,112	170.08%
2019	9,004,847,173	8.9%	117	8,631,287,540	2,818,562,833	32.66%
2020	9,767,233,243	8.5%	118	9,362,270,255	3,539,955,749	37.81%
2021	10,912,068,287	11.7%	118	10,298,463,872	4,753,166,698	46.15%
2022	12,084,613,385	10.7%	111	11,480,004,192	6,333,910,318	55.17%
2023	13,218,555,040	9.4%	105	12,615,427,773	7,990,111,685	63.34%
2024	14,516,380,112	9.8%	101	13,749,361,196	6,760,543,067	49.17%



Note: This report includes only California licensed companies with written premium greater than zero.

California Department of Insurance

Rate Specialist Bureau - April 30, 2025

Figure 20 California Property and Casualty Insurance Company Homeowners Premium and Loss

Zip Code	Fire Hazard Severity Zone	CDI Wildfire Distress Area	City	Vanity City or Location	Residential Dwellings Insured by Voluntary Market	Residential Dwellings Insured by FAIR Plan	Percentage of Residential Dwellings Insured by FAIR Plan
90620	None		Buena Park		10,826	20	0.2%
90621	VH, H, M, None		Buena Park	Los Coyotes CC	3,863	19	0.5%
90623	None		La Palma		3,701	7	0.2%
90630	None		Cypress		10,692	22	0.2%
90631	VH, H, M, None		La Habra	Westridge CC	12,999	274	2.1%
90680	None		Stanton		3,591	9	0.3%
90720	None		Los Alamitos		5,821	4	0.1%
90740	None		Seal Beach		4,741	6	0.1%
90742	None		Huntington Beach	Sunset Beach	303	4	1.3%
90743	None		Seal Beach	Surfside	139	2	1.4%
92602	VH, H, M, None		Irvine	Loma Ridge	5,755	23	0.4%
92603	VH, H, M, None		Irvine	Turtle Rock, Shady Canyon	4,115	20	0.5%
92604	None		Irvine		4,660	3	0.1%
92606	None		Irvine		3,195	1	0.0%
92610	VH, H, M, None		Lake Forest	Foothill Ranch	2,996	41	1.4%
92612	H, M, None		Irvine	William R. Mason Regional Park	1,574	1	0.1%
92614	None		Irvine		3,102	4	0.1%
92617	M, None		Irvine	UCI	993	0	0.0%
92618	VH, H, M, None		Irvine	Laguna Altura, Borrego Canyon	9,789	17	0.2%
92620	VH, H, M, None		Irvine	Stonegate	12,171	11	0.1%
92624	H, M, None		Dana Point	Capistrano Beach	2,255	4	0.2%
92625	VH, H, M, None		Newport Beach	Corona Del Mar	4,423	7	0.2%
92626	None		Costa Mesa		8,817	4	0.0%
92627	H, M, None		Costa Mesa	Talbert Regional Park	9,748	14	0.1%
92629	VH, H, M, None		Dana Point	Crown Valley Pkwy.	7,229	8	0.1%
92630	VH, H, M, None		Lake Forest	Saddleback Church	14,090	24	0.2%
92637	VH, H, M, None		Laguna Woods	Laguna Canyon	545	0	0.0%
92646	None		Huntington Beach		14,923	11	0.1%
92647	None		Huntington Beach		11,451	14	0.1%
92648	None		Huntington Beach		8,997	6	0.1%
92649	H, M, None		Huntington Beach	Brightwater Dr., Oceanridge Dr.	8,363	6	0.1%
92651	VH, H, M, None		Laguna Beach		8,760	459	5.0%
92653	VH, H, M, None		Laguna Hills	North Laguna Hills	6,266	13	0.2%
92655	None		Unincorporated OC	Midway City	1,408	1	0.1%
92656	VH, H, M, None		Aliso Viejo	Wood Canyon Dr.	7,537	37	0.5%
92657	VH, H		Newport Beach	Newport Coast	3,133	100	3.1%
92660	H, M, None		Newport Beach	Newport Ridge Clubhouse	7,209	15	0.2%
92661	None		Newport Beach	Balboa Peninsula	1,683	4	0.2%
92662	None		Newport Beach	Balboa Island	1,367	1	0.1%
92663	M, None		Newport Beach	Canyon Park	5,479	10	0.2%
92672	VH, H, M, None		San Clemente		8,901	37	0.4%
92673	VH, H, M, None		San Clemente		7,804	42	0.5%
92675	VH, H, M, None		San Juan Capistrano		8,415	58	0.7%
92676	VH	Yes	Unincorporated OC	Silverado	156	550	77.9%
92677	VH, H, M, None		Laguna Niguel	Pacific Island Dr., Salt Creek Open Space	14,861	112	0.7%
92678	VH	Yes	Unincorporated OC	Trabuco Canyon	16	15	48.4%
92679	VH, H, M		Unincorporated OC	Trabuco Canyon, Coto de Caza, Dove Canyon	8,019	1,052	11.6%

Note: P. O. Boxes are excluded from this list. Data is for calendar year 2022 and includes homeowners (excluding condominium), mobile home, dwelling fire owner- and tenant-occupied insuring structures with four or less units.

Source: California Department of Insurance

Figure 21 FAIR Plan Data for Orange County Zip Codes 90620 - 92679

Zip Code	Fire Hazard Severity Zone	CDI Wildfire Distress Area	City	Vanity City or Location	Residential Dwellings Insured by Voluntary Market	Residential Dwellings Insured by FAIR Plan	Percentage of Residential Dwellings Insured by FAIR Plan
92683	None		Westminster		16,837	20	0.1%
92688	VH, H, M, None		Rancho Santa Margarita		7,872	52	0.7%
92691	VH, H, M, None		Mission Viejo	Wilderness Glen Park	11,920	10	0.1%
92692	VH, H, M, None		Mission Viejo		12,832	26	0.2%
92694	VH, H, M, None		Unincorporated OC	Ladera Ranch	7,453	42	0.6%
92697	None		Irvine	UCI	0	0	0.0%
92698	None		Aliso Viejo		0	0	0.0%
92701	None		Santa Ana		3,818	77	2.0%
92703	None		Santa Ana		7,396	97	1.3%
92704	None		Santa Ana		10,533	82	0.8%
92705	VH, H, M, None		Santa Ana	Cowan Heights, Peters Canyon	9,699	34	0.3%
92706	None		Santa Ana		5,507	6	0.1%
92707	None		Santa Ana		7,554	77	1.0%
92708	None		Fountain Valley		13,293	9	0.1%
92780	None		Tustin		7,315	2	0.0%
92782	VH, H, M, None		Tustin	Pioneer Road Park	4,483	12	0.3%
92801	None		Anaheim		6,802	20	0.3%
92802	None		Anaheim		4,421	15	0.3%
92804	None		Anaheim		11,474	22	0.2%
92805	None		Anaheim		8,715	24	0.3%
92806	None		Anaheim		5,357	11	0.2%
92807	VH, H, M, None		Anaheim	Walnut Canyon Reservoir	9,178	67	0.7%
92808	VH, H, M, None		Anaheim	Anaheim Hills	4,648	34	0.7%
92809	None		Anaheim		0	0	0.0%
92821	VH, H, M, None		Brea		8,838	64	0.7%
92823	VH, H, M, None		Brea	Carbon Canyon Rd.	1,380	55	3.8%
92831	VH, H, M, None		Fullerton	Panorama Nature Preserve	5,326	11	0.2%
92832	None		Fullerton		3,846	7	0.2%
92833	VH, H, M, None		Fullerton	Ralph B. Clark Park	10,168	22	0.2%
92835	VH, H, M, None		Fullerton	Rolling Hills Park, Laguna Lake Park	6,157	11	0.2%
92840	None		Garden Grove		8,946	6	0.1%
92841	None		Garden Grove		6,013	2	0.0%
92843	None		Garden Grove		6,064	9	0.1%
92844	None		Garden Grove		2,763	1	0.0%
92845	None		Garden Grove		4,808	1	0.0%
92861	VH, H, M, None		Villa Park		1,964	2	0.1%
92862	VH, H, M, None		Unincorporated OC	Black Star Canyon	6	0	0.0%
92865	None		Orange		4,257	10	0.2%
92866	None		Orange		3,048	1	0.0%
92867	VH, H, M, None		Orange	Santiago Oaks Regional Park	9,943	12	0.1%
92868	None		Orange		2,776	3	0.1%
92869	VH, H, M, None		Orange	El Modena Open Space	8,215	25	0.3%
92870	None		Placentia		10,759	15	0.1%
92886	VH, H, M, None		Yorba Linda	Black Gold GC	13,587	82	0.6%
92887	VH, H, M, None		Yorba Linda	Box Canyon Park	5,210	217	4.0%
92799	None		Santa Ana	Distribution Center	0	0	0.0%
92850	None		Anaheim		0	0	0.0%
92899	None		Anaheim	Distribution Center	0	0	0.0%
				Totals	**588,062**	**4,387**	**0.7%**

Note: P. O. Boxes are excluded from this list. Data is for calendar year 2022 and includes homeowners (excluding condominium), mobile home, dwelling fire owner- and tenant-occupied insuring structures with four or less units.
Source: California Department of Insurance

Figure 22 FAIR Plan Data for Orange County Zip Codes 92680 – 92899

Appendix F

OCFA and Covered Cities



Figure 23 Orange County Fire Authority Covered Cities



Orange County Fire Jurisdictions

Anaheim Fire Department
201 S. Anaheim Blvd., Suite 301
Anaheim, CA 92805
714-765-4000

Brea Fire Department
1 Civic Center Circle
Brea, CA 92821
714-990-7600

Costa Mesa Fire Department
2803 Royal Palm Dr.
Costa Mesa, CA 92628
714-754-5106

Fountain Valley Fire Department
10200 Slater Ave.
Fountain Valley, CA 92708
714-593-4436

Fullerton Fire Department
312 E. Commonwealth Ave.
Fullerton, CA 92832
714-738-6500

Placentia Fire and Life Safety Dept.
401 E Chapman Avenue
Placentia, CA 92870
714 9938117

Huntington Beach Fire Department
2000 Main St.
Huntington Beach, CA 92648
714-536-5411

La Habra - LA County Fire Department
1320N. Eastern Avenue
Los Angeles, CA 90063-3220
323-881-2411

Laguna Beach Fire Department
505 Forest Ave.
Laguna Beach, CA 92651
949-497-3311

Newport Beach Fire Department
3300 Newport Blvd.
Newport Beach, CA 92663
949-644-3104

Orange Fire Department
176 S. Grand Ave.
Orange, CA 92866
714-288-2500

Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602
714-573-6000

The OCFA provides fire services for the following cities: Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita •San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

DIAL 911 FOR EMERGENCY SERVICES

Figure 24 Orange County Fire Jurisdictions

Appendix G

Ready, Set, Go!, Zone 0 At-A-Glance and Links

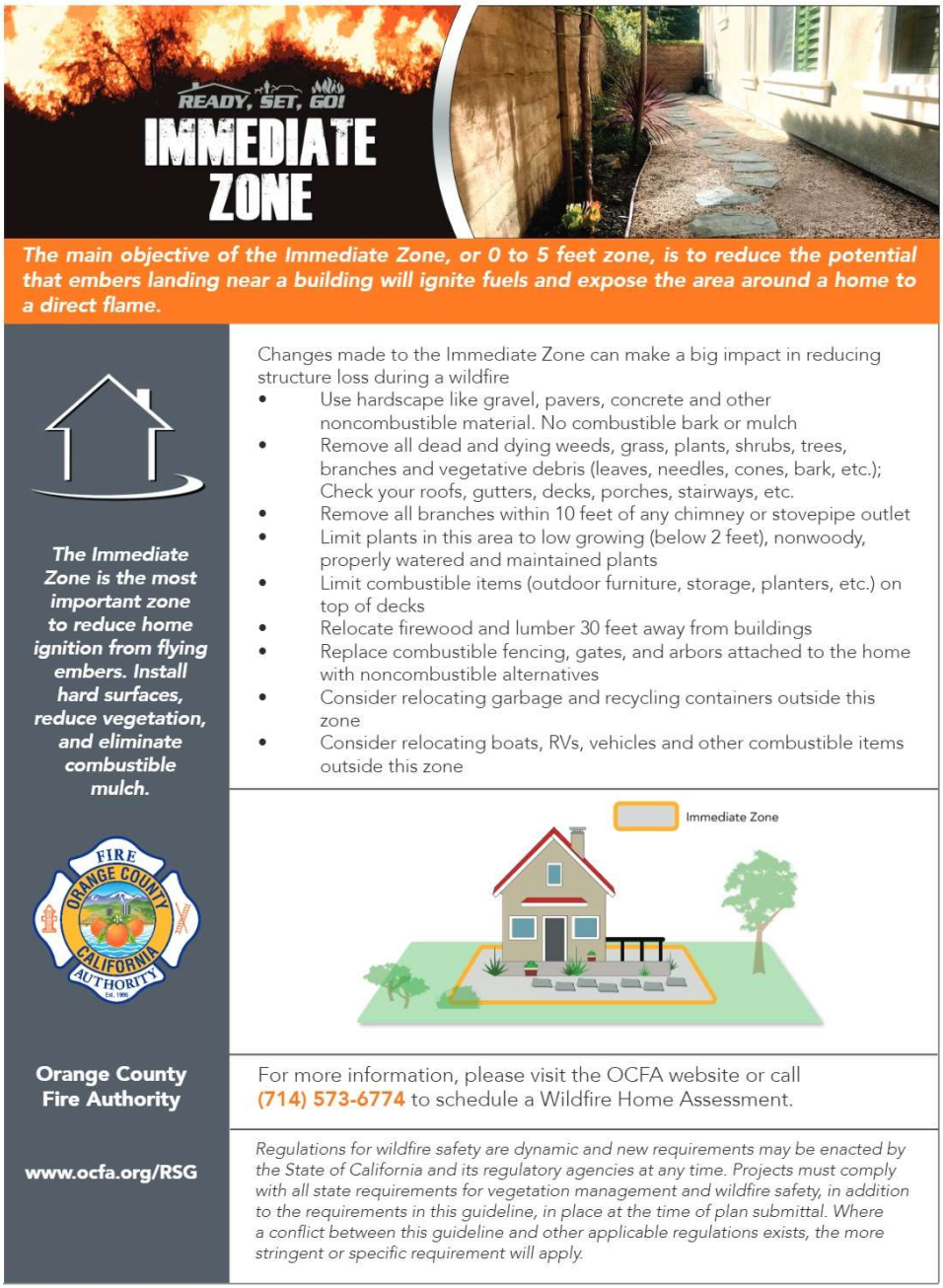


Figure 25 Ready, Set Go! Flyer for Immediate Zone



Figure 26 Ready, Set, Go! Flyer on Defensible Space



The main objective of Home Hardening is to give your home the best chance to survive a wildfire. Home Hardening addresses the most vulnerable components of your home, which includes the construction materials that make up your home and the quality of defensible space surrounding it.

Prepare (harden) your home now before a wildfire starts!

All new homes built in the Wildland Urban Interface (WUI) are required to meet the minimum standards for the protection of life and property by increasing the home's ability to resist ember intrusion, direct flames, and radiant heat. Homes can be retrofitted to these new building requirements using the recommendations listed below:

1. **Roof** - Ember-resistant material. Gaps are filled with ignition-resistant material. No loose roof flashing.
2. **Eaves** - Eaves are maintained with all gaps filled with caulking and painted over.
3. **Vents** - 1/8-inch metal mesh screen or ember proof vents.
4. **Chimney** - 1/2-inch spark arrestor screen. Clear tree branches and/or vegetation at least 10 feet away from opening.
5. **Gutters** - Install gutter guards. Remove combustible debris on a regular basis.
6. **Exterior Siding** - Exterior siding is maintained with all gaps filled with caulking and painted over.
7. **Doors** - Weather-stripping around door frames and doors adjusted for a "tight fit" within the frame.
8. **Windows** - Multi-pane windows, with at least one pane being tempered, and metal framing.
9. **Fences** - Non-combustible or ignition-resistant material. Maintain fencing by keeping vegetation clear.
10. **Patio Covers** - Ignition-resistant material. Fill all gaps and crevices. Install metal flashing between the patio and outside wall.
11. **Balconies & Decks** - Ignition-resistant material. Fill all gaps between the deck and outside wall with caulking or metal flashing. Remove or replace combustible items stored above and below.
12. **Immediate Zone** - No woody vegetation located within 5 feet of the home. No combustible items located within 5 feet of the home (trash bins, patio furniture, storage, mulch, etc.)

Orange County Fire Authority

www.ocfa.org/RSG

Refer to the California Wildland Urban Interface Code (CWUIC) for permits and specific requirements.

For more information, please visit the OCFA website or call **(714) 573-6774** to schedule a Wildfire Home Assessment.

Figure 27 Ready, Set, Go! Flyer for Home Hardening, Page 1

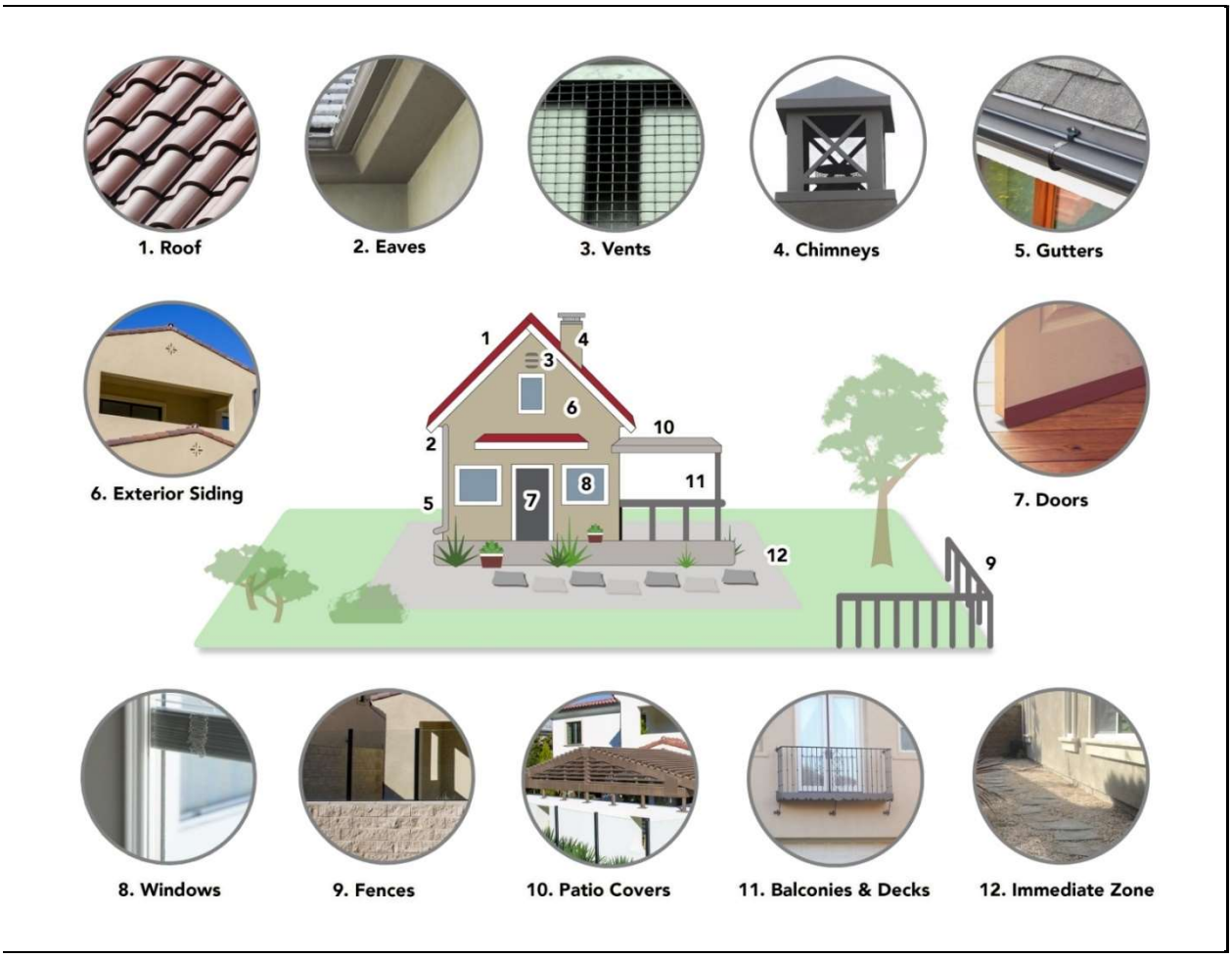


Figure 28 Ready, Set, Go! Flyer for Home Hardening, Page 2



Vegetation Management is controlling plant material to prevent wildfire spread. It requires a constant commitment to follow the 4 R's of Vegetation Management to reduce the threat.

Vegetation Management isn't a one-time fix. It's an ongoing commitment.

Orange County Fire Authority

www.ocfa.org/RSG

Removal:

- Remove all dead and dying plants within 100 feet of your home
- Identify and remove plants found on OCFA's Undesirable Plant List
- Remove dry leaves, bark and pine needles from the yard, roof, and rain gutters

Reduction:

- Prune and thin plants within 100 feet of your home, including your plants within 100 feet of your neighbor's home
- Provide 6 feet vertical separation between shrub tops and lower tree branches to reduce "ladder fuels"
- Use Horizontal Separation Guidelines for plants over 2 feet in height (15 feet minimum or 3 times the tallest plant)
- Keep all shrubs within 10 feet of your home trimmed to 2 feet or lower
- Prune or remove plants near windows
- Remove all tree branches or plants within 10 feet of chimney outlets
- Move wood piles at least 30 feet from your home, or to the property line
- Keep annual grasses and weeds cut to 4 inches or less

Replacement:

- Replace fire-prone plants with fire-resistant and drought tolerant plants. See the OCFA Planting Guide for recommendations
- When putting in new plants, leave enough space for them to grow to mature size
- Any vegetation over 2 feet cannot be within 15 feet of a tree canopy

Resistant:

- Use fire-resistant plants whenever possible
- Keep in mind that even plants listed on the Planting Guide must be maintained using Spacing Guidelines for both vertical and horizontal separation. Plant separation is an important part reducing wildfire threat

For more information, please visit the OCFA website or call (714) 573-6774 to schedule a wildfire home assessment.

Figure 29 Ready, Set, Go! Flyer on Vegetation Management

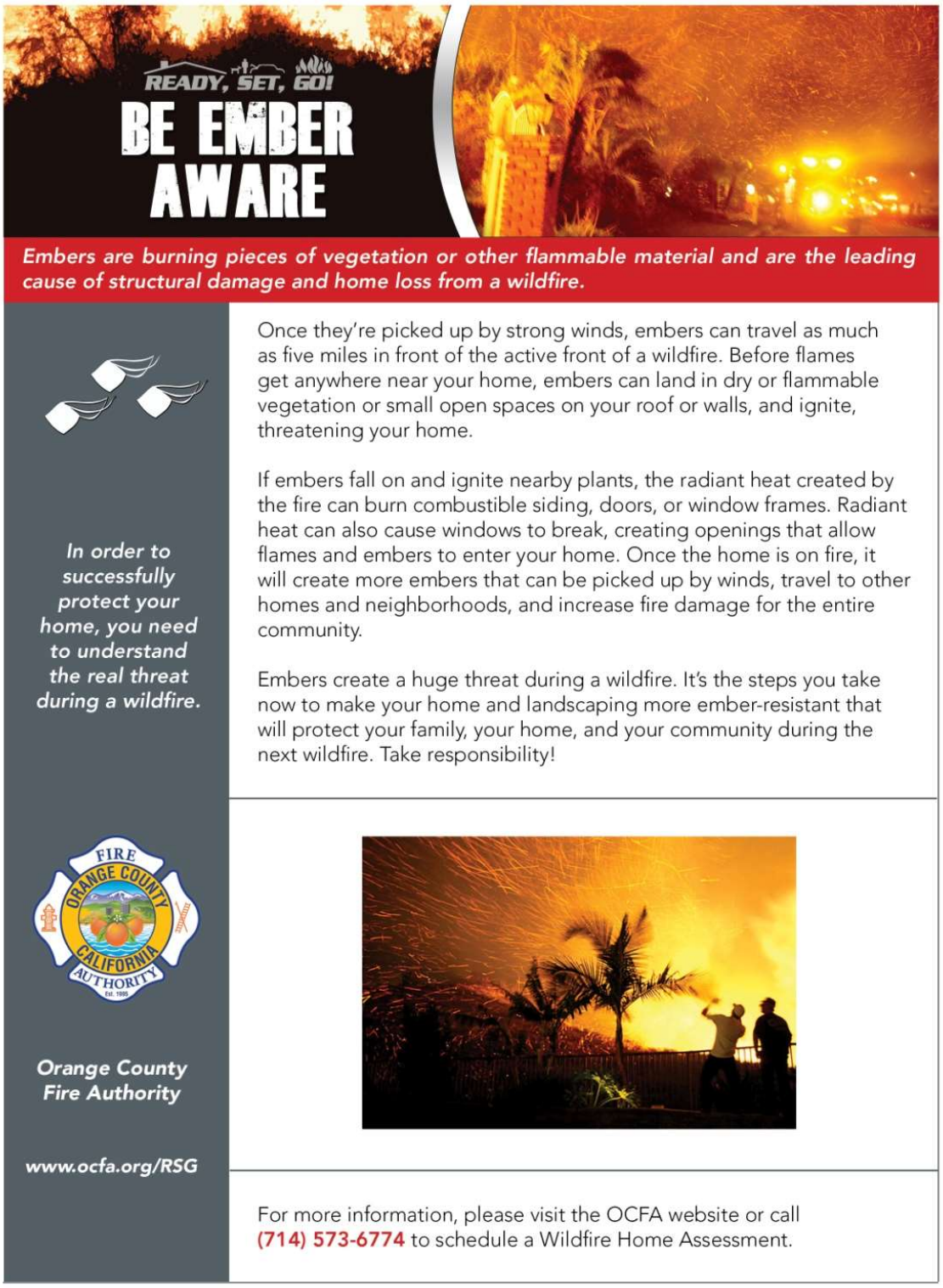


Figure 30 Ready, Set, Go! On Be Ember Aware



A Wildfire Home Assessment is a meeting at your home with a Fire Department representative, who will give you tips on how to better protect your home from a wildfire.

Don't wait. Set up a FREE Home Assessment to protect your home today.

Orange County Fire Authority

www.ocfa.org/RSG

Experts can't tell you when the next wildfire will happen, but they do know that wildfires can happen at any time in Southern California. Many residents have not taken the most basic steps to protect their families, homes and neighborhoods from Orange County's #1 fire risk.

During your FREE Wildfire Home Assessment, the outside of your home and property, along with other risk factors, will be evaluated. Then, you'll be given specific steps you can take to reduce your home's vulnerability to wildfire.

Many proven tips to help your home survive a wildfire are available 24/7 at ocfa.org, including:

Landscaping	Construction	Safety
Plant Selection Spacing Separation Dead & Dying Plants Fuel Modification Creating Defensible Space Vegetation Management	Balconies & Decks Chimneys Fences Garages Patio Covers Rain Gutters Roofs, Eaves, & Vents Walls and Siding Windows	Ember Awareness As Wildfire Approaches Wildfire Evacuation If You Get Trapped Disaster Kits & Go! Bags Red Flag Warnings

Homes survive wildfires because of what you do to prepare for them ahead of time, not by fate or luck. No matter where you live, or how much money you can spend, there are things that you can do right now to help protect your home.

To schedule your FREE Home Assessment:



Figure 31 Ready, Set, Go! Flyer on Home Assessment

Wildfire Home Risk Assessment

Are You READY?

READY! SET! GO!

Directions: Answer each question using assigned point values as it applies to the home. If the question does not apply, score it as a zero. Total the points to determine the risk level for the home.

Home

Condition found	Recommendation	Points	Total
The **home** has all non-combustible siding (brick, stucco, metal)		0	
The home has some vinyl siding	Replace siding with non-combustible material	5	
The home has some wood siding		10	
The **roof material** is non-combustible (metal, composition, tile) with no areas for fire embers to intrude (i.e. has bird stops, flashing at valleys, and blocking)		0	
The roof has wood shakes or areas for fire embers to intrude	Replace wood shake with Class A roof assembly with approved "blocking" material. Eliminate intrusion areas	20	
All **chimneys** have spark arresters		0	
Some chimneys do not have spark arresters	Install spark arresters with 1/2" non-combustible mesh[1]	5	
All **gutters** and roof are clear of combustible debris		0	
Some gutters and/or roof have combustible debris present	Clear all combustible debris from roof and gutters. Install screens on gutters to reduce the accumulation of combustible debris[1]	5	
All **eaves** are boxed to prevent ember collection underneath		0	
Some eaves are not boxed	Plug openings in open-eave areas with durable caulk. Install a non-combustible covering over blocking to eliminate openings	5	
All windows are dual pane with durable frame (one pane is tempered).		0	
Some windows are single pane or have wood frames or do not have any tempered glass	Replace with dual pane windows with a durable frame. One pane should be tempered	5	
All eave and cornice **vents** are baffled. All other vents are protected with 1/8" non-combustible mesh		0	
Some eave vents and cornice vents are present and are not baffled or some vents are not protected by 1/8" non-combustible mesh	Replace eave and cornice vents with approved baffled vents. Protect all other vents with 1/8" non-combustible mesh. Keep the areas around the vents clear of vegetation	10	
Patio cover is constructed or covered with non-combustible material (brick, stucco, metal) or is not within 10' of home		0	
Patio cover is constructed with uncovered combustible material and is within 10' of home	Replace with non-combustible material or cover with non-combustible material (brick, stucco, metal)	5	
All **balconies** are constructed or covered with non-combustible material (brick, stucco, metal, tile, etc.). Undersides are protected to prevent ember accumulation		0	
Some balconies are constructed with combustible material or combustible material is exposed or undersides are unprotected	Replace with non-combustible material or cover with non-combustible material. Protect undersides	5	
All **decks** are constructed with non-combustible material (composite, tile, brick, etc.)		0	
Some decking is constructed with combustible material (un-approved vinyl, wood, etc.)	Replace with non-combustible material or cover with non-combustible material	10	
The undersides of all **raised decks** are constructed or covered with non-combustible material (brick, stucco, metal, tile, etc.)		0	
The undersides of some raised decks are constructed with combustible material and not covered with non-combustible material (brick, stucco, metal, tile, etc.)	Replace with non-combustible deck or cover with non-combustible material (brick, stucco, metal, tile, etc.)	10	
All **fences, gazebos, and trellis's are** 10' or more from the home or are constructed with non-combustible material		0	
Some fencing, gazebos or trellis's are less than 10' from the home and constructed with combustible material	Replace fencing, gazebo or trellis with non-combustible material within 10' from the house	5	

Figure 32 Ready, Set, Go! Flyer on Wildfire Home Risk Assessment, Page 1

Landscape			
Condition found	**Recommendation**	**Points**	
All **vegetation** is green and well watered (not annual grasses) and/or drought resistant		0	
Some vegetation is dead or not drought or fire resistant	Remove ALL dead vegetation and replace with fire resistant planting material. Visit www.ocfa.org for recommendations	10	
All **shrubs** are at least 5' from structures		0	
Some shrubs are within 5' of structures	Replace shrubs with low lying vegetation or thin shrubs to 50% density	10	
All overhanging **limbs** are at least 10' above roofs and at least 10' away from structures		0	
Some overhanging limbs are less than 10' from roofs and structures	Remove all limbs within 10' from structures[1]	5	
All **taller vegetation** is pruned and separated from underbrush and separated from trees. Separation between shrubs and trees is at least 3 times height of shrubs. Separation between low lying vegetation and shrubs is at least 3 times height of low lying vegetation. Spacing between shrubs is at least three times width of shrubs		0	
Some taller vegetation hangs over underbrush creating a "fuel ladder" that can carry fire up and toward the home	Provide separation between low lying vegetation and shrubs. Provide separation between shrubs and trees.	10	
All **outbuildings** and secondary structures are at least 20' from the home or constructed with non-combustible material		0	
Some outbuildings and secondary structures are within 20' of the home and constructed with combustible material	Replace with non-combustible material or cover with non-combustible material	5	

Perimeter			
Condition found	**Recommendation**	**Points**	
Home has at least 100' of **brush clearance** around it or is protected by a formal and compliant "fuel modification" program		0	
Home has 30' - 100' of defensible space	Remove dead or dying vegetation within 100' of homes. Remove native vegetation within 30' of home. Thin native vegetation 50% density within 30' to 100' of home[1]	5	
Home has less than 30' of defensible space		10	
All firewood and other **combustible materials** are stored at least 30' from the home		0	
Some firewood or other combustible materials are stored against or within 30' of home	Move firewood and other combustible storage at least 30' away from home[1]	10	

TOTAL SCORE _____

For follow up questions regarding this risk assessment, please contact:

Consultation Performed by:

Name: _____

Phone: _____

Date: _____

SCORING:
During a wildfire, firefighters are better able to protect homes that have low scores. Firefighters may not be able to protect homes that have higher scores.

0: Your home has the **greatest potential for survivability** during a hostile wildfire.

5-20: Your home has been identified as a **low risk**. Recommendations indicated on this checklist should be addressed to increase the survivability of your home during a hostile wildfire.

25-40: Your home has been identified as a **moderate risk**. Survivability of your home will be an issue during a hostile wildfire. Recommendations indicated on this checklist should be completed.

45 and above: Your home has been identified as a **high risk**. The survivability of your home is low. Your home may be in extreme danger during a hostile wildfire. Recommendations indicated on this checklist are strongly encouraged to be completed.

For additional information on how to increase the chance your home will survive a wildfire, please visit the Orange County Fire Authority's Safety and Education page at **www.ocfa.org** and the State Fire Marshal's wildland urban interface products page at **http://osfm.fire.ca.gov/licensinglistings/licenselisting_bml_searchcotest.**

If you walk your property without an OCFA inspector and have questions afterwards feel free to contact us at 714-573-6774 or rsgoc@ocfa.org

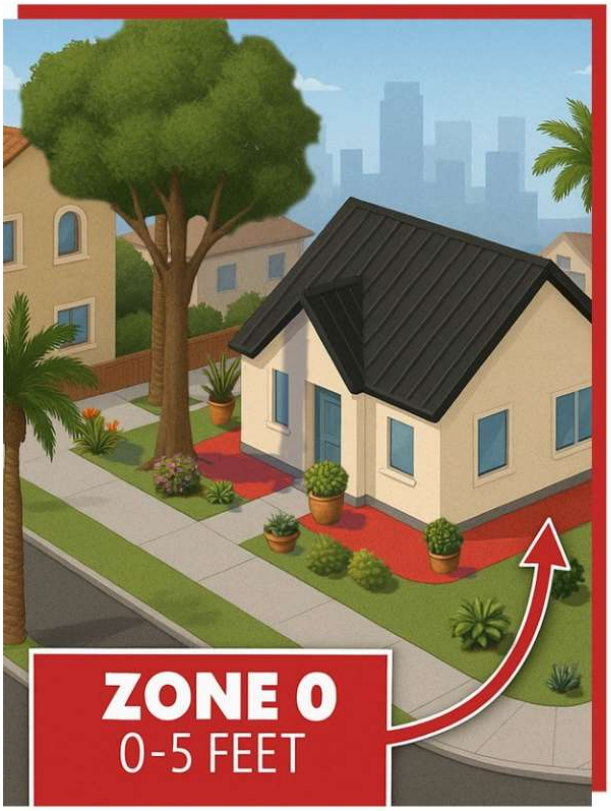
[1] For some homeowners, these recommendations may be requirements of the fire code. If the property is near a wildland area and is subject to a Defensible Space inspection, this is not just a recommendation, but a requirement and subject to a Wildland Inspection Notice.

Figure 33 Ready, Set, Go! Flyer on Wildfire Home Risk Assessment, Page 2

ZONE 0 AT-A-GLANCE

Wind-driven embers during wildfires are a leading cause of homes being destroyed, including in the 2025 Los Angeles fires. Californians can protect their homes by removing items that can ignite from these dangerous embers around the first five feet of their homes.

In 2021 state leaders passed a law that requires statewide guidelines that protect the area immediately adjacent to homes, which is knows as “Zone 0”. Since then, several cities have already adopted Zone 0 requirements on their own and the California Department of Insurance has established the Safer form Wildfires Program to enable home insurance discounts for implantation of these protective measures.



Zone 0 is the first five feet surrounding your home, decks, and attached structures. This area is called the ember-resistant zone and is critical to wildfire defense. The goal is simple: keep this zone completely free of combustible materials so embers or flames cannot ignite your home.

ZONE 0 GUIDELINES

- Use pavers, concrete, or other hardscape materials instead of combustible mulch.
- Clear dead weeds, grass, and debris; check roofs, gutters, and outdoor areas.

  Keep branches trimmed 10 feet away from chimneys and stovepipes.
- Minimize combustible items like furniture and planters on decks.
- Move firewood and lumber to Zone 2 for safety.
- Replace combustible fencing and gates with fire-resistant materials.

  Shift garbage and recycling containers to a safer area outside this zone.
- Relocate boats, RVs, and vehicles away from this zone to reduce fire risks.
- Plants can be added just outside Zone 0 as a way to maintain vegetaition around the home.



Figure 34 Zone 0 At-A-Glance, Page 1

ZONE 0 AT-A-GLANCE

THE SCIENCE BEHIND ZONE 0

In an ongoing collaboration, CAL FIRE - Office of the State Fire Marshal (OSFM) and the Insurance Institute for Business & Home Safety (IBHS) continue to conduct live burn demonstrations using a mitigated and nonmitigated structure.

The demonstrations provide a controlled environment to study how specific structural and landscape modifications mitigate wildfire risk, thereby offering data-driven insights into fire behavior and prevention.

Research has concluded that removing flammable materials within the first five feet of a structure prevents embers from starting a fire, greatly reducing the risk of ignition to exterior walls, eaves, and gutters—areas where wildfire embers can easily take hold. Keeping this area clear is one of the best protection measures you can take to protect your home.



- **Zone 0 Landscaping –** Non-mitigated home had wood mulch, plants, and a wooden fence within five feet, acting as a wick for flames. The mitigated home used gravel, hardscaping, and a metal fence, removing fuel for embers.
- **Vents –** Standard vents let embers enter and ignite the attic. Ember-resistant vents on the mitigated home blocked them.
- **Siding –** Flammable siding to the ground allowed flames to climb. The mitigated home used noncombustible material at the base.
- **Gutters –** Debris-filled plastic gutters fueled ember ignition. The mitigated home had clean metal gutters with noncombustible gutter guards to prevent debris accumulation.
- **Furniture –** Flammable outdoor furniture on the non-mitigated home ignited from embers. The mitigated home used noncombustible furniture, preventing ignition.

MORE RESOURCES LINKTR.EE/CALFIREZONE0
SCIENCE, VIDEOS, AND MORE...

Figure 35 Zone 0 At-A-Glance, Page 2

Links

Immediate Zone
https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/12/Immediate-Zone-2025.pdf

Defensible Space
https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/03/OCFA-RSG-Defensible-Space-1-1.pdf

Home Hardening
https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/12/Home-Hardening-2025.pdf

Vegetation Management
https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2026/01/OCFA-RSG-Vegetation-Management.pdf

Be Amber Aware
https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/07/OCFA-RSG-Be-Ember-Aware-688b04d7e4fb9.pdf

Home Assessment
https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/12/Home-Assessment-2025.pdf

Wildfire Home Risk Assessment
https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/07/OCFA-RSG-Home-Assessment-Form-688b05b09d57e.pdf

Zone 0 At-A-Glance
https://34c031f8-c9fd-4018-8c5a-4159cdff6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/prepare/zone-0-at-a-glance.pdf

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Review of Petitions Received Regarding the Establishment of Proposed Residential Permit Parking District(s) for Camberwell Street, Hendon Street, Calle Carmel, Via Balboa, Avenida Avalon, Luton Street, Costeau Street, Salford Street, Derby Circle, York Circle, Sunset Place West, Sunset Place East, and Sunset Place

Recommendation: That the City Council discuss and provide direction on a proposed residential permit parking district.

Background:

At the March 18, 2026, Traffic Commission Regular Meeting, City staff made a presentation regarding requests received by the City from residents desiring the establishment of a Residential Permit Parking District that would prohibit overnight parking on streets near Beckenham Park, Camberwell Street, Beckenham Street, and in the Sunset Place neighborhood without a parking permit.

To designate a neighborhood as a permit parking area within the City of Laguna Hills, the Laguna Hills Municipal Code requires that a City-created petition form be submitted to the City and with the signatures of at least sixty-seven (67%) percent of the property owners supporting the proposed permit parking area.

During the March 18th Traffic Commission meeting, residents residing on or near Camberwell Street as well as in the Sunset Place neighborhood described undesirable safety, accessibility, and quality-of-life issues due to non-resident vehicle parking and lack of enforceable street sweeping as the basis for requesting the establishment of a Residential Permit Parking District. There was also discussion of how, over time, the establishment of nearby Residential

Permit Parking Districts resulted in more parked vehicles being displaced onto these streets, presumably as a result of the lack of available parking at or adjacent to nearby multi-family housing. In response, the Traffic Commission recommended that City staff send out petition forms to residents for the above-listed streets. Additionally, the Traffic Commission recommended the establishment of no overnight parking on streets adjacent to Beckenham Park, on the side of the street closest to the Park.

At the April 14, 2026, City Council Regular Meeting, the City Council agreed with the Traffic Commission's recommendation and adopted a Resolution establishing a “No Overnight Parking Zone from 10:00 p.m. to 6:00 a.m.” on the following roadway segments:
(1) The roadway segments abutting Beckenham Park on the side of the street(s) closest to the park, including:
• North side of Beckenham Street;
• West side of Wilkes Place;
• West side of Camberwell Street; and
(2) The south side of Beckenham Street (side of the street furthest from the park) extending from Acacia Lane to Wilkes Place.

These parking restrictions were implemented by City staff shortly thereafter.

At the June 9, 2026, City Council Regular Meeting during Council Member comments, Mayor Pro Tem Mathis and Council Member Wheeler requested that City staff return to a future City Council meeting with a report discussing parking and street sweeping issues. Mayor Pro Tem Mathis and Council Member Wheeler also requested that City staff look at allowing overnight parking on the south side of Laguna Hills Drive.

On June 15, 2026, City staff mailed ballot-petitions to property owners on Camberwell Street, Hendon Street, Calle Carmel, Via Balboa, Avenida Avalon, Luton Street, Costeau Street, Salford Street, Derby Circle, York Circle, Sunset Place West, Sunset Place East and Sunset Place. The ballot-petition mailed is attached to the staff report. The deadline for City receipt of the ballot-petitions was 5:00 p.m. on July 15, 2026.

At the June 23, 2026, City Council Regular Meeting, City staff provided a comprehensive presentation on parking and street sweeping issues. Specific to solving the parking issues near Beckenham Park, Camberwell Street, Beckenham Street, and in the Sunset Place neighborhood, City staff also recommended allowing parking on the south side of Laguna Hills Drive between Indian Hill Lane and Paseo de Valencia in order to decrease the number of vehicles, not owned by adjoining residents, parked near Beckenham Park,

Camberwell Street, Beckenham Street, and in the Sunset Place neighborhood. City Council adopted a Resolution removing the overnight parking restriction and establishing a No Parking Zone during the days and hours of street sweeping on the South side of Laguna Hills Drive between Indian Hill Lane and Paseo de Valencia. The new parking spaces were striped, signed, and available as of July 14, 2026.

At the July 15, 2026, Traffic Commission meeting, the Traffic Commissions received the results of the ballot-petition process:

The Sunset Place neighborhood ballot-petition process (for residences on Sunset Place West, Sunset Place East and/or Sunset Place) resulted in a 57% approval rate (39 of 68 residences sent in ballot-petitions to the City by the July 15 deadline). Generally, residents on the outer edge of the circular street indicated they wanted to establish permit parking while the inner edge did not.

Regarding Camberwell Street, Hendon Street, Calle Carmel, Via Balboa, Avenida Avalon, Luton Street, Costeau Street, Salford Street, Derby Circle, and York Circle, City staff reviewed the results with the Traffic Commission. Traffic Commission received comments from the public, including comments from one resident who indicated Wilkes across from the park should be included in any permit parking district because the surrounding streets had super-majority interest in permit parking. Based on the results available at the time, the Traffic Commission recommended limits similar to those denoted in the "Combination 4" map, attached.

However, after the Traffic Commission, City staff received eight (8) ballot-petitions postmarked July 14 that did not arrive until July 16. City staff considers those submissions to be timely due to the postmarked date. Therefore, the final results of the ballot-petition process are as follows:

Avenida Avalon: 1 of 6
Calle Carmel: 10 of 14
Camberwell Street: 11 of 29
Costeau Street: 13 of 25
Derby Circle: 11 of 22
Hendon Street: 28 of 57
Luton Street: 13 of 15
Salford Street: 10 of 30
Via Balboa: 8 of 11
Wilkes Place: 1 of 4
York Circle: 7 of 25
Total: 113 of 238 (or 47.4%)

While the ballot-petitions received did not allow for all streets to be included in a proposed Residential Permit Parking District because the area, as a whole, did not reach the 67% threshold, there are several streets (or portions of streets) where the majority of the residents desire permit parking ("majority interest streets"). Some of these majority interest streets are contiguous with one another such that a logical, clearly defined boundary can be implemented for permit parking. Additionally, because the percentage of some majority interest streets are much higher than 67%, those streets can be combined with lower percentage interest streets to create district boundaries where 67%+ is kept.

City staff has prepared five different potential permit parking district boundaries for consideration by the City Council, attached, where the boundaries mathematically include 67% or more of the residents requesting permit parking.

While Combination 4 was a good choice based on the information available at the July 15 Traffic Commission meeting, with eight (8) additional ballot-petitions being cast, a larger block of properties can now be included closer to Beckenham Park. Therefore, City staff prefers either Combination 1 or 5, as shown on the attached maps. Salford Street, York Circle, Derby Circle, and Costeau Street (south of Salford Street) residents returned ballot-petitions at lower rates, so City staff would recommend against including any of those residences in any permit parking district.

City staff recommends City Council choose one of the boundaries for permit parking implementation and direct that City staff return to City Council on September 8 with an implementing Resolution. Any proposed permit parking district would require a permit to park on the street between the hours of 10:00 p.m. and 6:00 a.m., and would include a street sweeping parking restriction for the days and hours of street sweeping.

Fiscal Impact:

The estimated cost to install street signage and send mailings necessary to implement any of these proposed permit parking districts is approximately $10,000.

The permit parking program, as a whole, will cost the City approximately $32,500 per year plus approximately $17.50 per vehicle-assigned or guest parking permit issued by Dataticket. Permits are issued as annual permits. Assuming 1,500 permits are issued per year, the total cost is approximately $58,750 per year. Parking permit annual fees were recently increased to $25

each with the adoption of the newest City fee schedule. Therefore, under the current fee structure and based on 1,500 permits being issued annually, the anticipated annual net cost of the permit parking program to the City is $21,250.

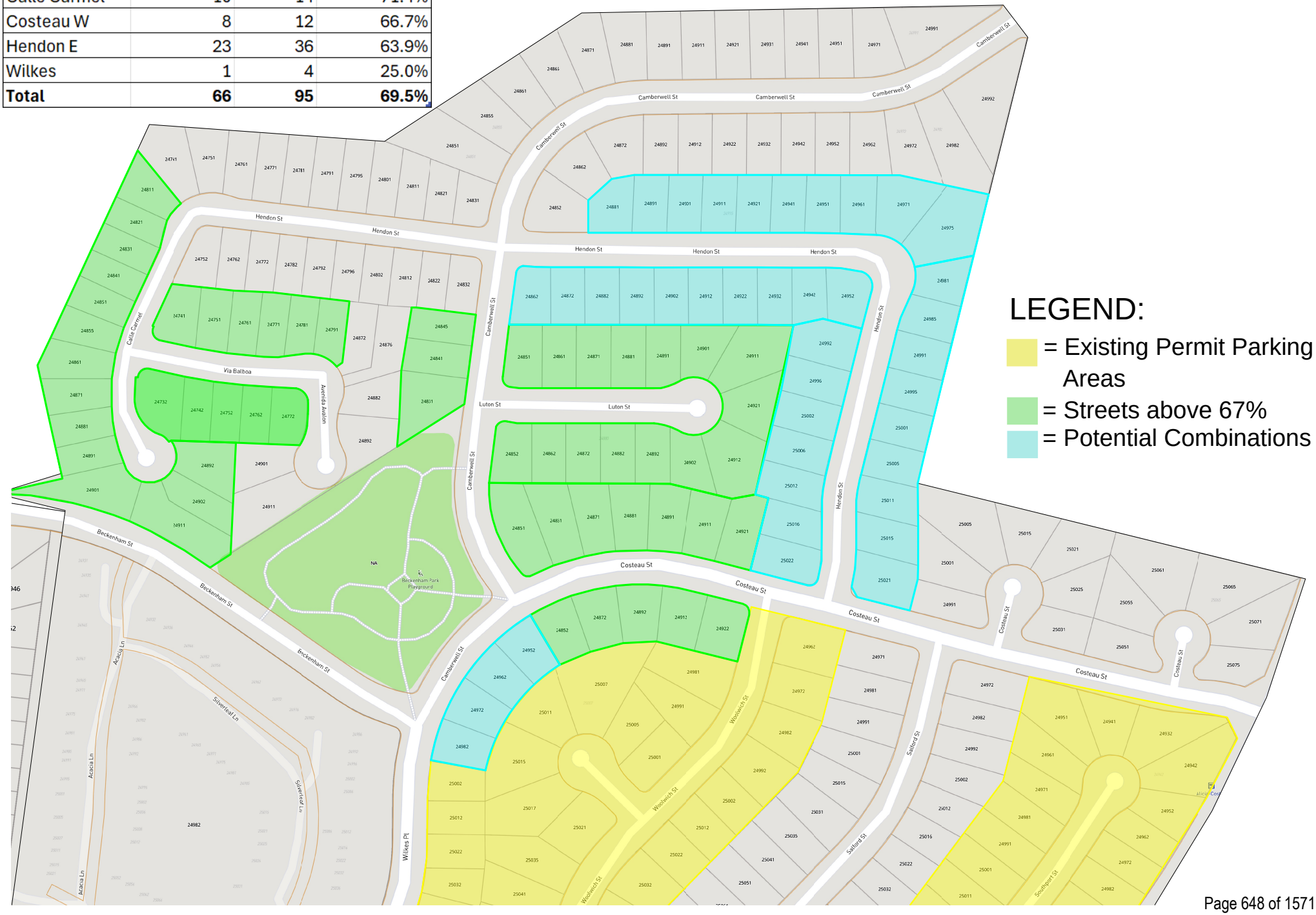
There are currently 14 permit parking districts.

Attachments:

1. Combination 1 Map
2. Combination 2 Map
3. Combination 3 Map
4. Combination 4 Map
5. Combination 5 Map

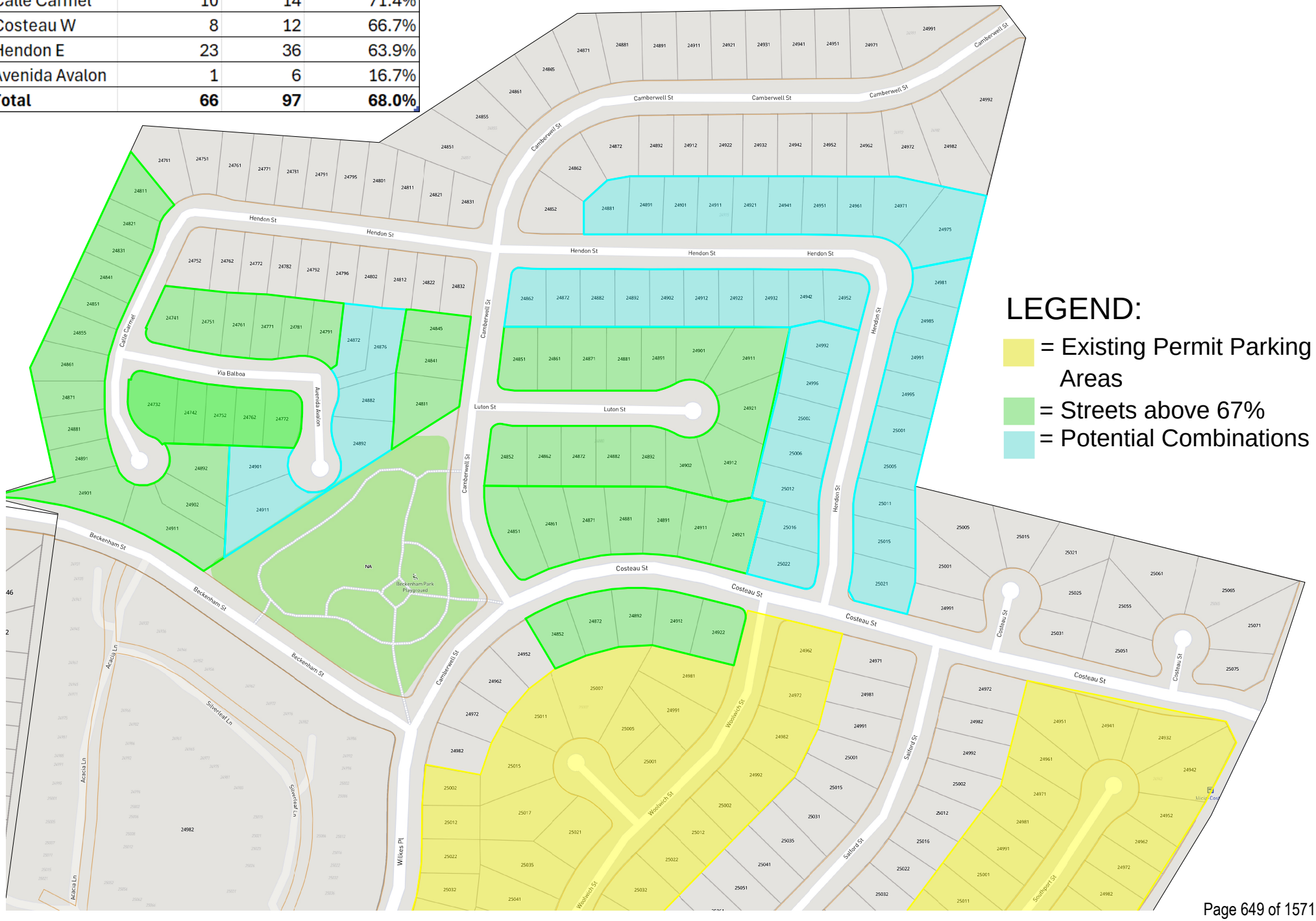
Combination 1

Streets	Voted Yes	Total	Percentage
Camberwell S	3	3	100.0%
Luton	13	15	86.7%
Via Balboa	8	11	72.7%
Calle Carmel	10	14	71.4%
Costeau W	8	12	66.7%
Hendon E	23	36	63.9%
Wilkes	1	4	25.0%
Total	**66**	**95**	**69.5%**

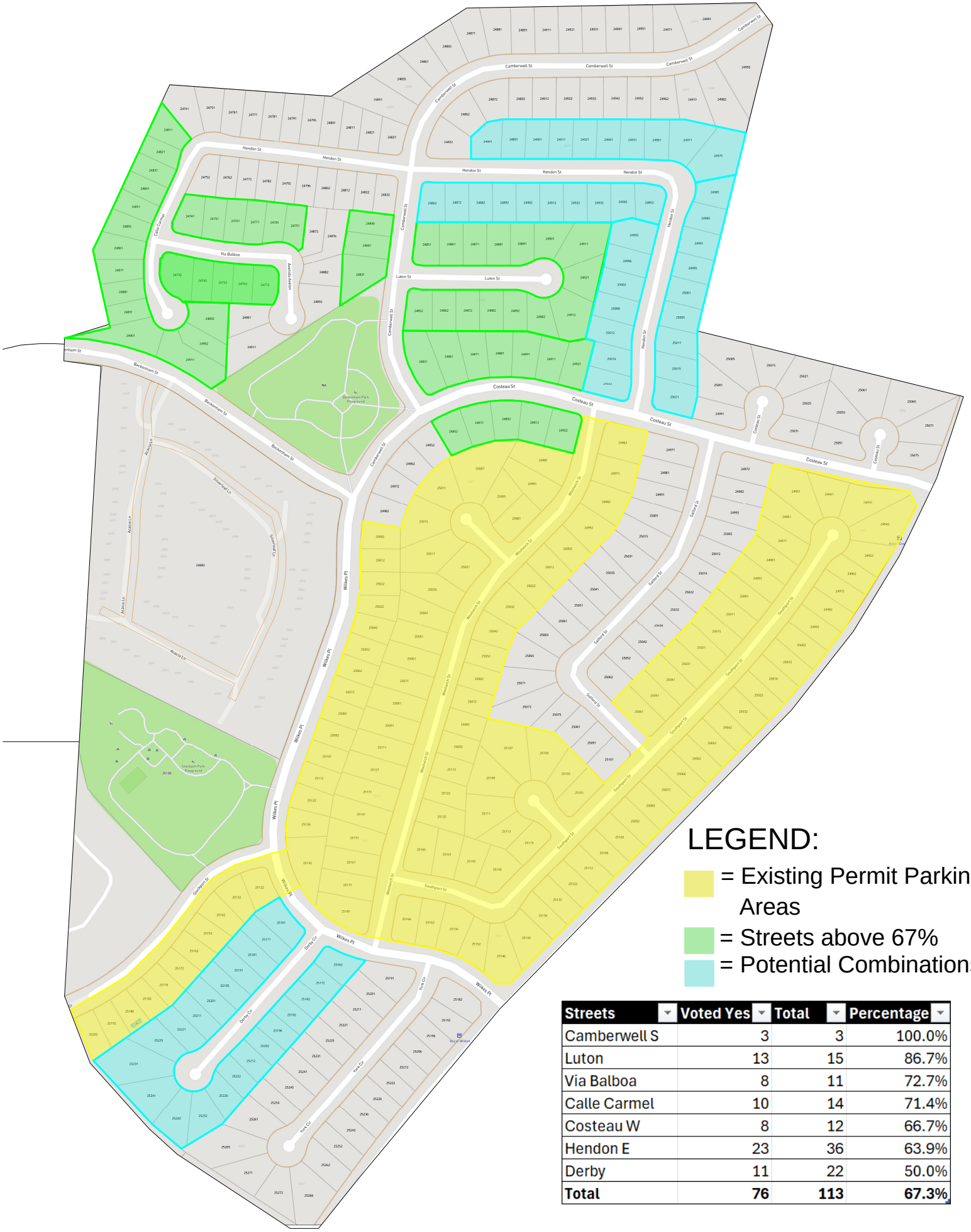


Combination 2

Streets	Voted Yes	Total	Percentage
Camberwell S	3	3	100.0%
Luton	13	15	86.7%
Via Balboa	8	11	72.7%
Calle Carmel	10	14	71.4%
Costeau W	8	12	66.7%
Hendon E	23	36	63.9%
Avenida Avalon	1	6	16.7%
Total	**66**	**97**	**68.0%**



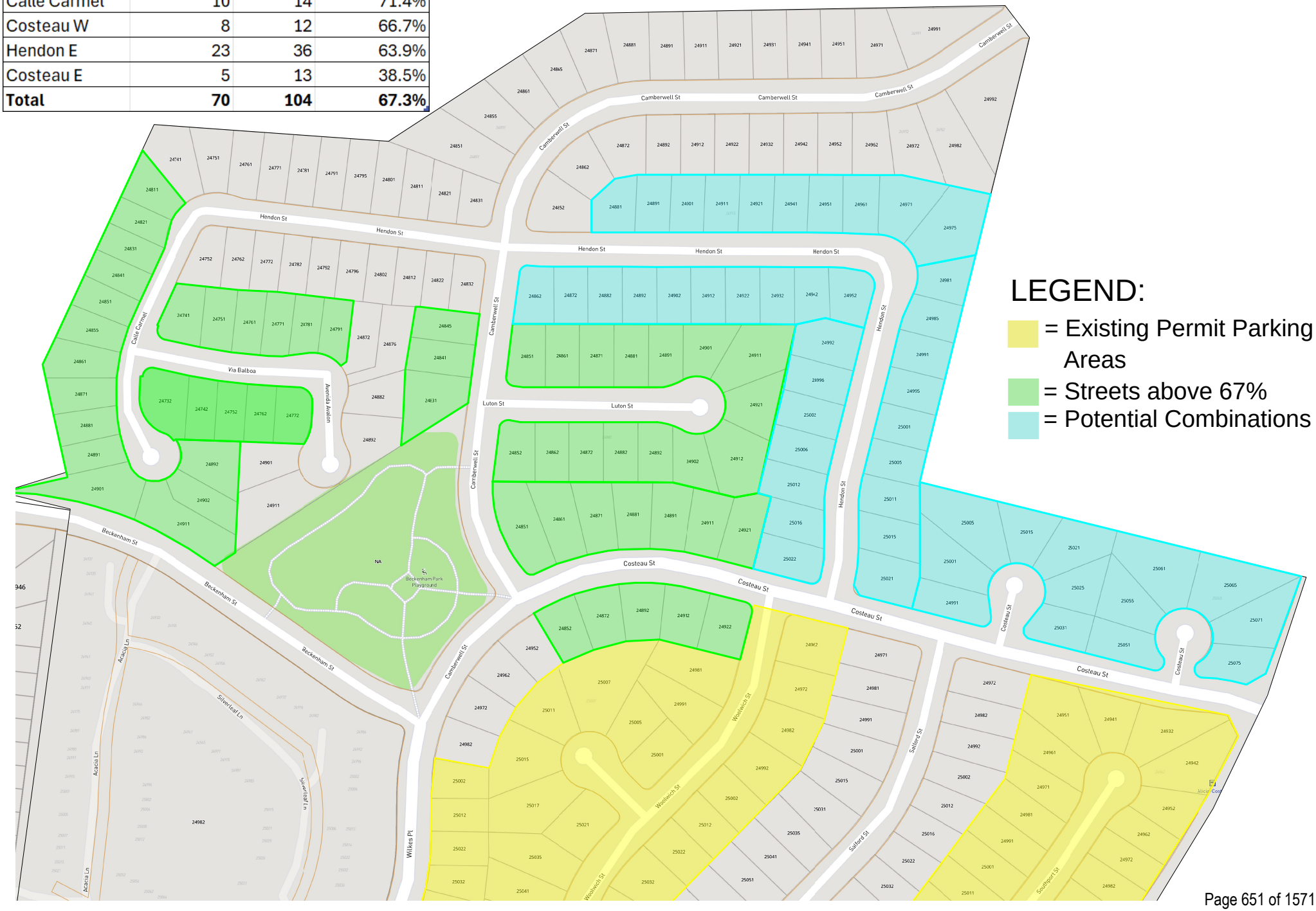
Combination 3



Streets	Voted Yes	Total	Percentage
Camberwell S	3	3	100.0%
Luton	13	15	86.7%
Via Balboa	8	11	72.7%
Calle Carmel	10	14	71.4%
Costeau W	8	12	66.7%
Hendon E	23	36	63.9%
Derby	11	22	50.0%
Total	**76**	**113**	**67.3%**

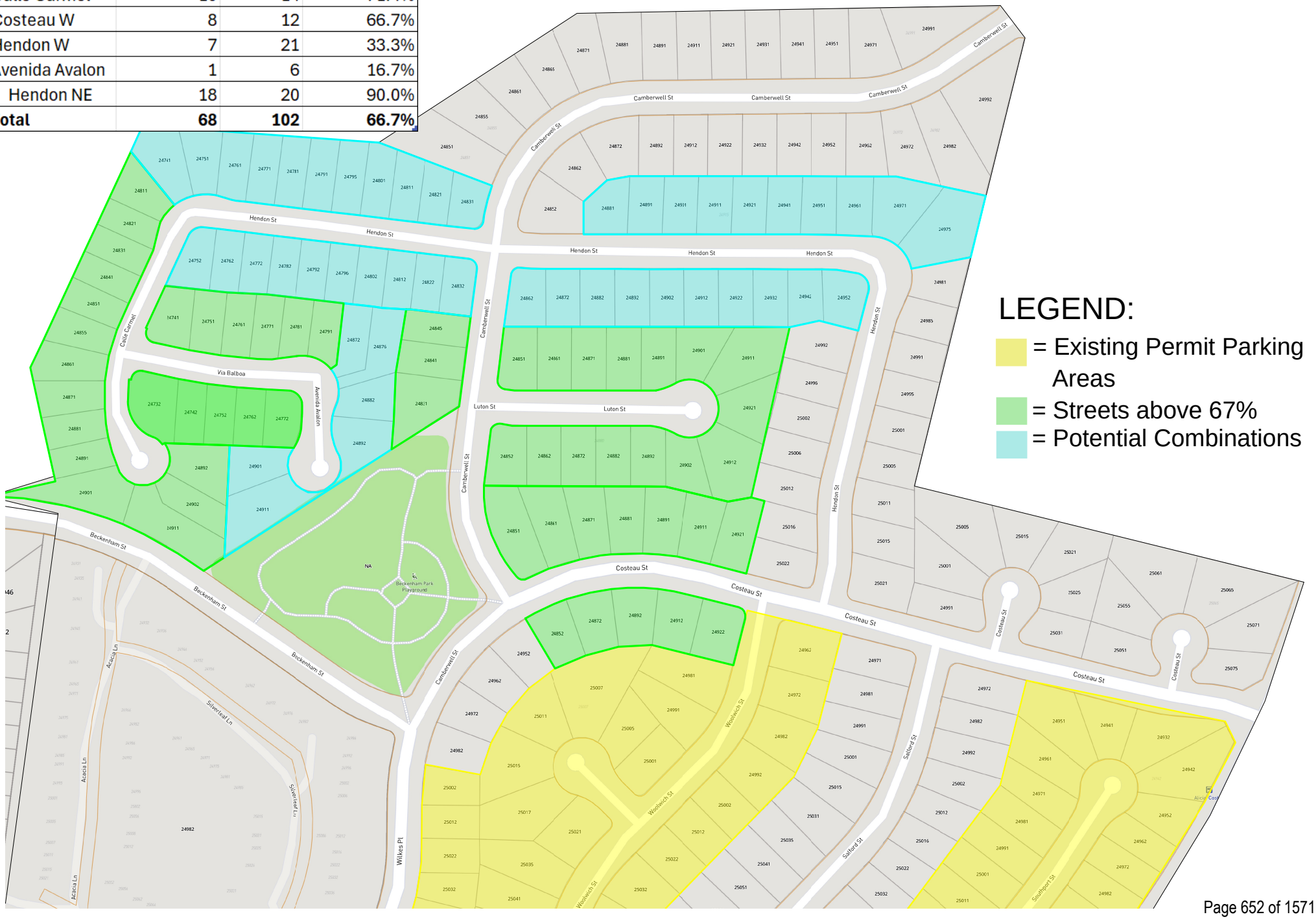
Combination 4

Streets	Voted Yes	Total	Percentage
Camberwell S	3	3	100.0%
Luton	13	15	86.7%
Via Balboa	8	11	72.7%
Calle Carmel	10	14	71.4%
Costeau W	8	12	66.7%
Hendon E	23	36	63.9%
Costeau E	5	13	38.5%
Total	**70**	**104**	**67.3%**



Combination 5

Streets	Voted Yes	Total	Percentage
Camberwell S	3	3	100.0%
Luton	13	15	86.7%
Via Balboa	8	11	72.7%
Calle Carmel	10	14	71.4%
Costeau W	8	12	66.7%
Hendon W	7	21	33.3%
Avenida Avalon	1	6	16.7%
Hendon NE	18	20	90.0%
Total	**68**	**102**	**66.7%**



City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Rejection of Bids for CIP 101-M: Citywide Local Street Rehabilitation Project

Recommendation: That the City Council: 1. Reject all Bid Proposals received for the Citywide Pavement Rehabilitation Project, CIP No. 101-M; and 2. Provide direction to City staff on the scope of the Citywide Pavement Rehabilitation Project for a second re-bidding.

Background:

On June 23, 2026, City Council approved the re-bidding of the subject project by approving the specifications for the subject project and authorizing the advertisement for bids. The bid proposal included a "base bid" and three "additive bids" as follows:

The "base bid" consisted of Zone D streets identified for asphalt concrete (AC) overlay work.
Additive Bid 1 consisted of Zone D streets identified for slurry seal work.
Additive Bid 2 consisted of Zone A streets identified for AC overlay work.
Additive Bid 3 consisted of sidewalk, and curb and gutter concrete replacements.

The bid results were as follows:

CIP 101-M Bid Results: July 30, 2026 @ 10:30 AM	Base Bid	Additive Bid 1	Additive Bid 2	Additive Bid 3
Hardy & Harper	$1,182,000	$2,275,974	$2,027,526	$151,500

All American Asphalt	$1,189,888	$1,879,753	$1,818,540	$148,500
Palp DBA Excel Paving	$1,334,966	$1,649,918	$2,312,956	$159,000
RJ Noble Company	$1,378,078	$1,641,312	$2,540,060	$134,835

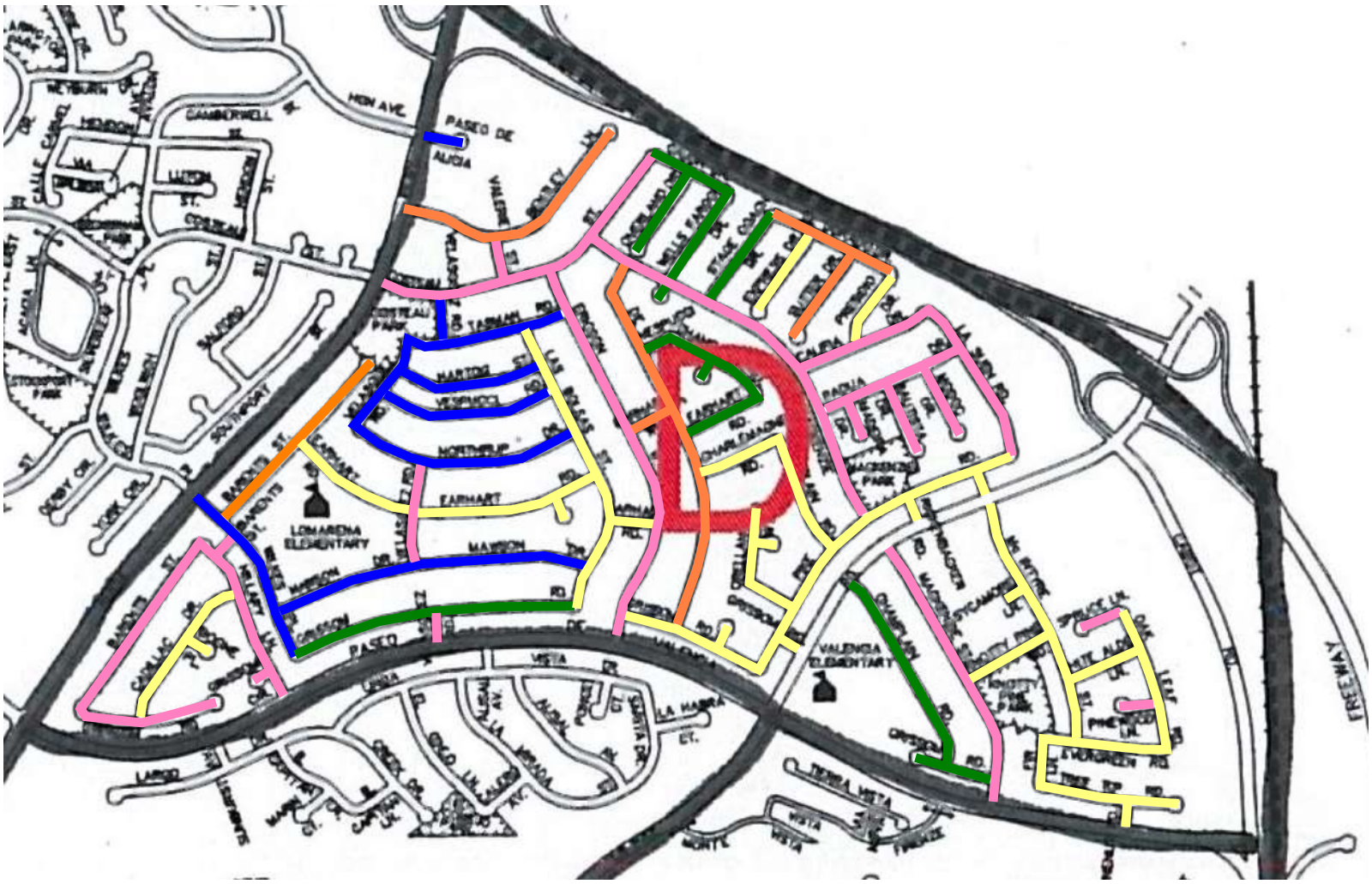
Because the lowest responsive bidder's base bid when added with either Additive Bid 1 or Additive Bid 2 is at least $200,000 more than the next lowest bidder's total when added with either Additive Bid 1 or Additive Bid 2, City staff recommends that the City Council reject all bids and that the City Council provide direction to City staff on the scope of work for revised specifications and bid documents. City staff will make a more detailed presentation during the City Council meeting.

Fiscal Impact:

The FY 2026-2027 budget for this project is $2,500,000.

Attachments:

1. Base Bid and Additive Bid Maps and Exhibits



2% AC Patch / Slurry Seal

10% AC Patch / Slurry Seal

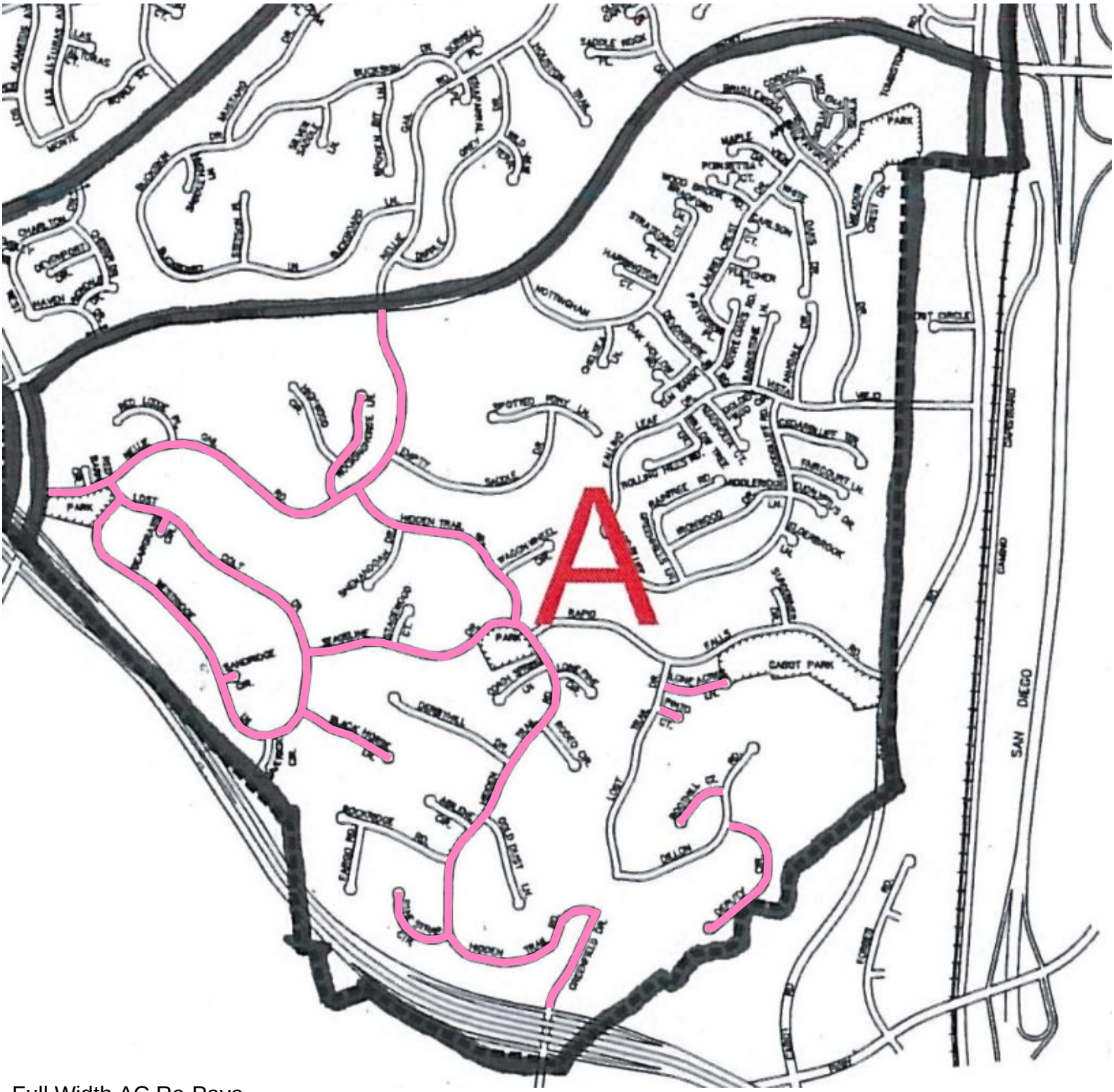
15% AC Patch / Slurry Seal

20% AC Patch / Slurry Seal

Additive Bid 1 Work

Full Width AC Re-Pave

Base Bid Work



Full Width AC Re-Pave

Additive Bid 2 Work

APPENDIX D - CONCRETE REPAIR

Street Name	Zone	Latitude	Longitude	SQ FT
Grissom Rd	Zone D	33.59237557	-117.69552	50
Cadillac Dr	Zone D	33.59368708	-117.6956045	60
Earhart Rd	Zone D	33.59560626	-117.6915738	70
Champlain Rd	Zone D	33.59856538	-117.6858419	30
Pinewood Ln	Zone D	33.59251186	-117.676751	90
Tasman Rd	Zone D	33.59886922	-117.6885543	30
Bentley	Zone D	33.60093909	-117.6883887	170
De Salle St	Zone D	33.59848831	-117.6869322	40

Totals 540

Street Name	Zone	Latitude	Longitude	SQ FT
Green Hills Ln	Zone A	33.56916289	-117.6828459	100
Nellie Gail Rd	Zone A	33.57283246	-117.6899806	50
Bridlewood Dr	Zone A	33.57260005	-117.677975	30
Wood Brook Rd	Zone A	33.57710748	-117.6807994	200
Laurel Crest Dr	Zone A	33.57718747	-117.6798857	110

Totals 490

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Rejection of Bids and Authority to Re-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. Reject all Bid Proposals received for the Park Improvements for Cabot Park, El Conejo Park, MacKenzie Park, San Remo Park, and Veeh Ranch Park, CIP 241; 2. Approve the revised plans and specifications 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 modifications to the plans and specifications as may be necessary; and 4. 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.

Background:

On June 24, 2026, bids for the subject project were opened with mixed results that can best be summarized as follows:

For Cabot Park, the two lowest bidders failed to include signed addenda. The third lowest bidder's price is significantly higher than the lowest bidder's proposal. For El Conejo Park, the lowest responsive bidder provided unacceptable additive bids for neighborhood-desired improvements that City staff would have otherwise recommended to City Council for approval. For MacKenzie Park, a bid protest was filed by the second-lowest bidder against the lowest responsive bidder. The protest may have merit. For San Remo Park, the lowest responsive bidder provided unacceptable additive bids for neighborhood-desired improvements that City staff would have otherwise recommended to City Council for approval. For Veeh Ranch Park, the lowest bidder withdrew their bid

due to a clerical error. The next lowest bidder's base bid proposal was $100,000 more. Many bidders misinterpreted the additive bid schedule making comparisons of bids difficult. However, the good news is that all of the base bids for each project appear to be within the original budget for these projects.

Therefore, City staff recommends the rejection of all bids and the re-advertisement of the project. The City Engineer has identified improvements to the plans and specifications that may allow for better interpretation of plans, specifications, and additive bid schedules, including adding information provided in the addenda issued during the original bid process. While those improvements are not included in the attached documents, in the interest of time, the City Engineer is requesting authority to re-advertise now and authority to make those edits prior advertisement. The City Engineer has been out of the office due to a family emergency, but expects to be back in the office soon.

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.

A more detailed verbal report will be provided to City Council during the August 25, 2026, meeting.

Fiscal Impact:

The estimated total construction cost for the five playgrounds, using the "base bid" construction cost estimates only, is $3,440,997. The bid results received on June 24, 2026, generally align with the construction cost estimates.

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.

Fortunately, if the bids received during the re-bid process 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

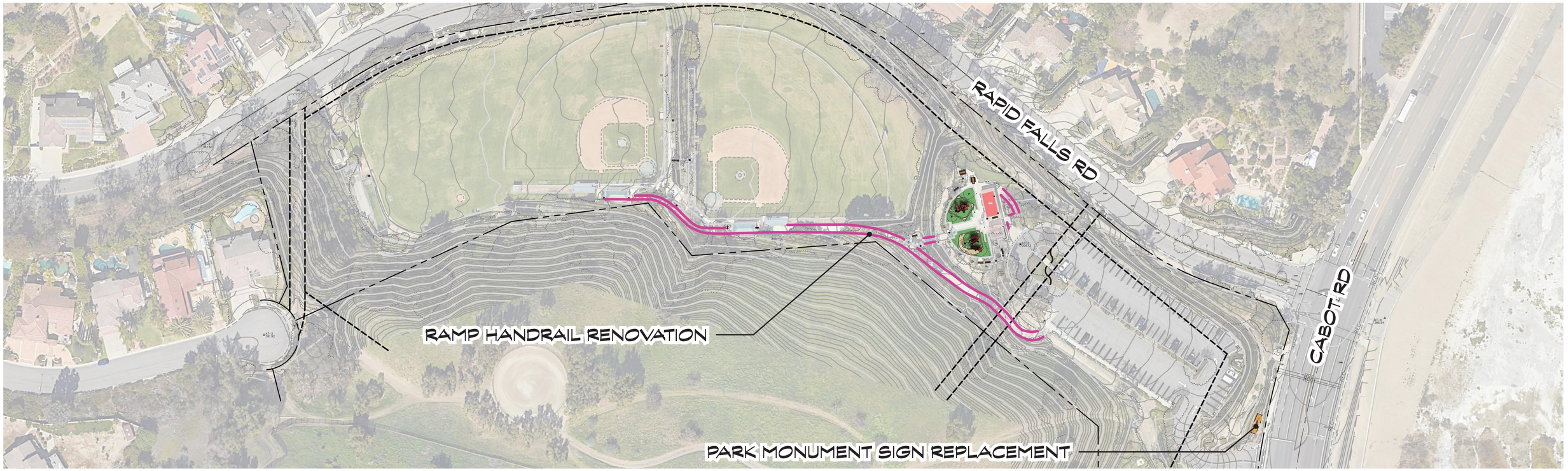
the following park fees, which could be used to fund any funding shortfall:

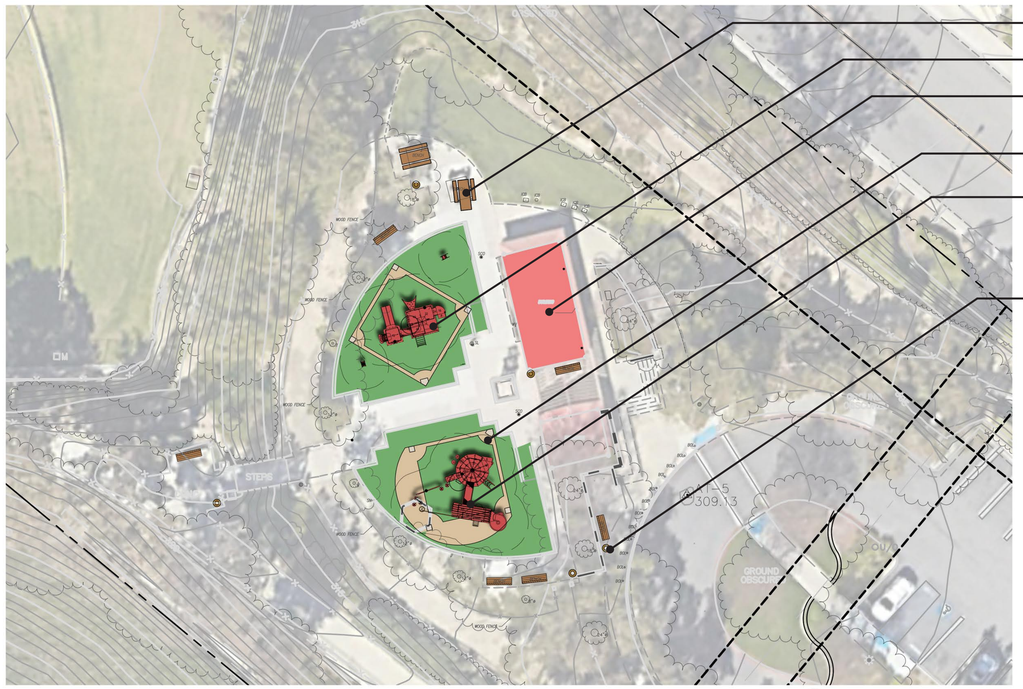
- Vesting Tentative Tract Map/Site Development Permit/Precise Plan/Conditional Use Permit/Parking Use Permit No. 0209-2025 (Terravita): $7,505,280
- Vesting Tentative Parcel Map/ Site Development Permit/Precise Plan/Parking Use Permit No. 0166-2023 (Oakbrook Plaza Senior Housing Project): $3,909,000
- 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. Cabot Park Concept Plans: Base and Additive Bids
2. Cabot Park Construction Plans, CIP 241-A
3. Rebid Cabot Park Bid Documents and Specs, CIP 241-A
4. El Conejo Park Concept Plans: Base and Additive Bids
5. El Conejo Park Construction Plans, CIP 241-B
6. Rebid El Conejo Park Bid Docs and Specs, CIP 241-B
7. MacKenzie Park Concept Plans: Base and Additive Bids
8. MacKenzie Park Construction Plans, CIP 241-C
9. Rebid MacKenzie Park Bid Docs and Specs, CIP 241-C
10. San Remo Park Concept Plans: Base and Additive Bids
11. San Remo Park Construction Plans, CIP 241-D
12. Rebid San Remo Park Bid Docs and Specs, CIP 241-D
13. Veeh Ranch Park Concept Plans: Base and Additive Bids
14. Veeh Ranch Park Construction Plans, 241-E
15. Rebid Veeh Ranch Park Bid Docs and Specs, CIP 241-E





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' 10' 20' 40'

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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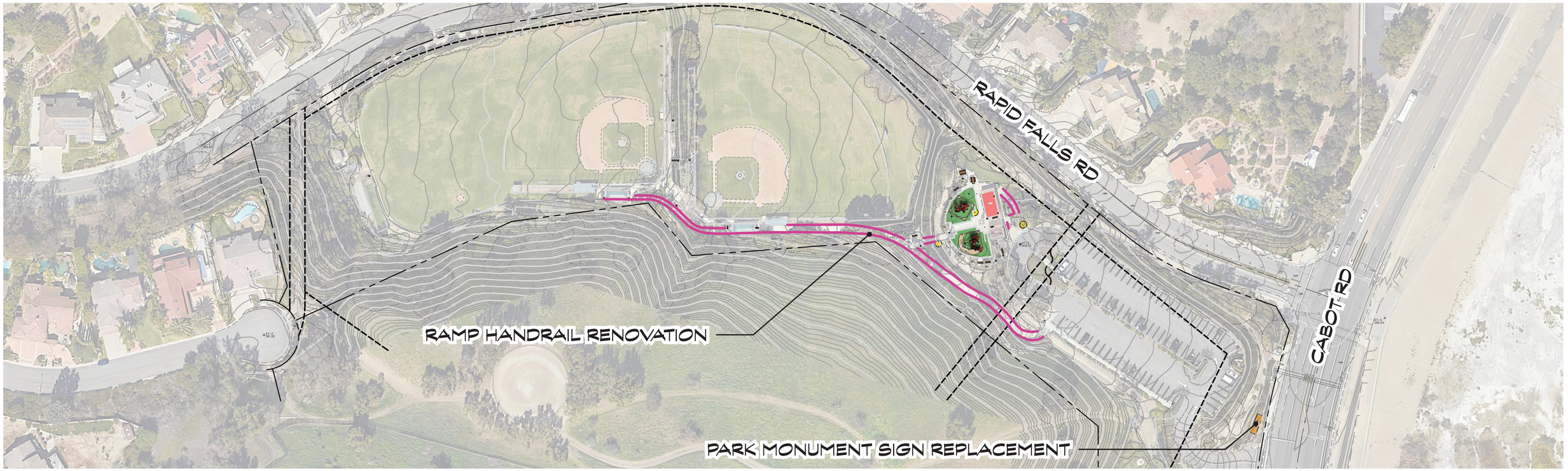
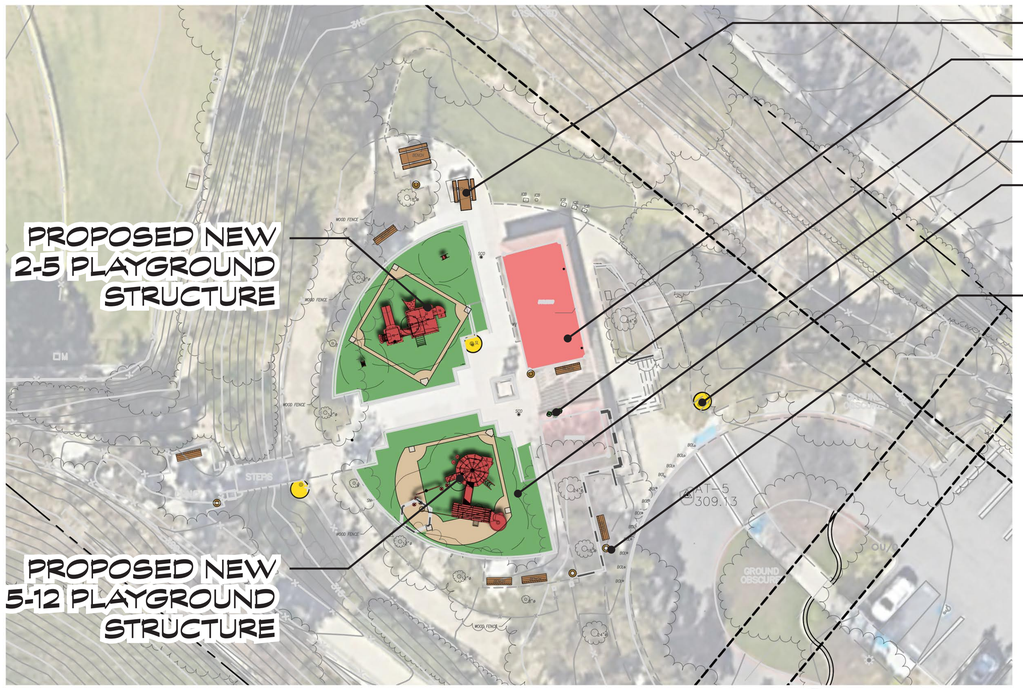
04/16/2026

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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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.

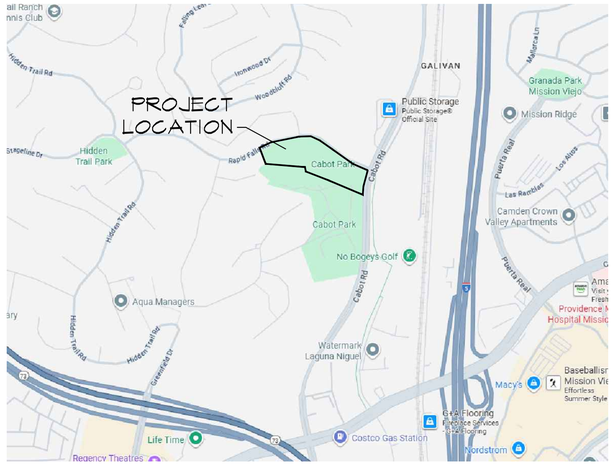
S. THE CONTRACTOR SHALL VERIFY ALL PROPERTY LINES OR LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.

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.

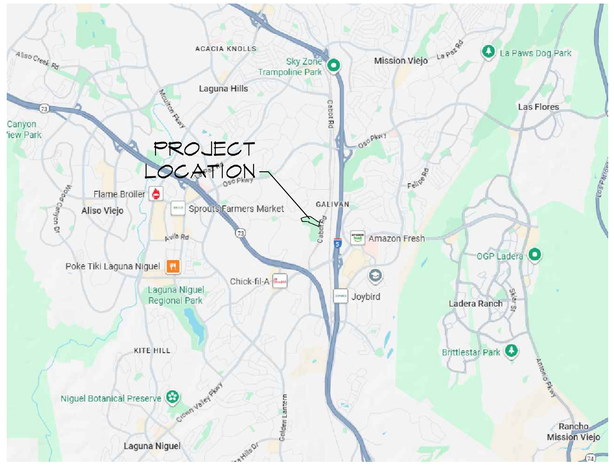
V. PLANT MATERIAL SUPPLIER AND/OR LANDSCAPE CONTRACTOR SHALL PROVIDE GUARANTEED EVIDENCE TO THE CITY THAT ALL PLANT MATERIAL IS CONSISTENT WITH THE APPROVED PLANT LEGEND CONSIDERING GENUS, SPECIES, CULTIVARS, & SIZE SPECIFIED. ALL PLANT MATERIAL NOT CONSISTENT WITH THE PLANT LEGEND MAY BE REJECTED.

LOCATION MAP:



SCALE: N.T.S.

VICINITY MAP:



SCALE: N.T.S.

PROJECT DIRECTORY:

LANDSCAPE ARCHITECT:
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ANDREW@RJMDESIGNGROUP.COM

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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

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.

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:
MOULTON NIGUEL
WATER DISTRICT
(949)831-2500

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

RJM DESIGN GROUP
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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

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

SHEET
T-0.00

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	

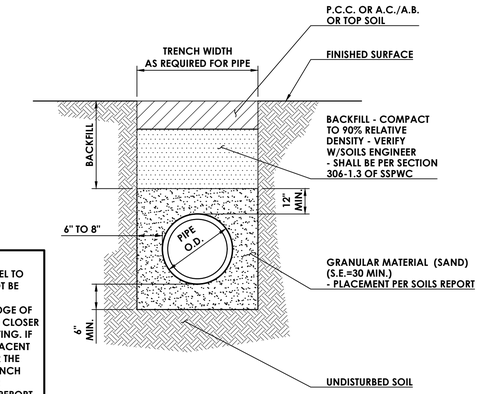
NOTICE TO THE CONTRACTOR

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.

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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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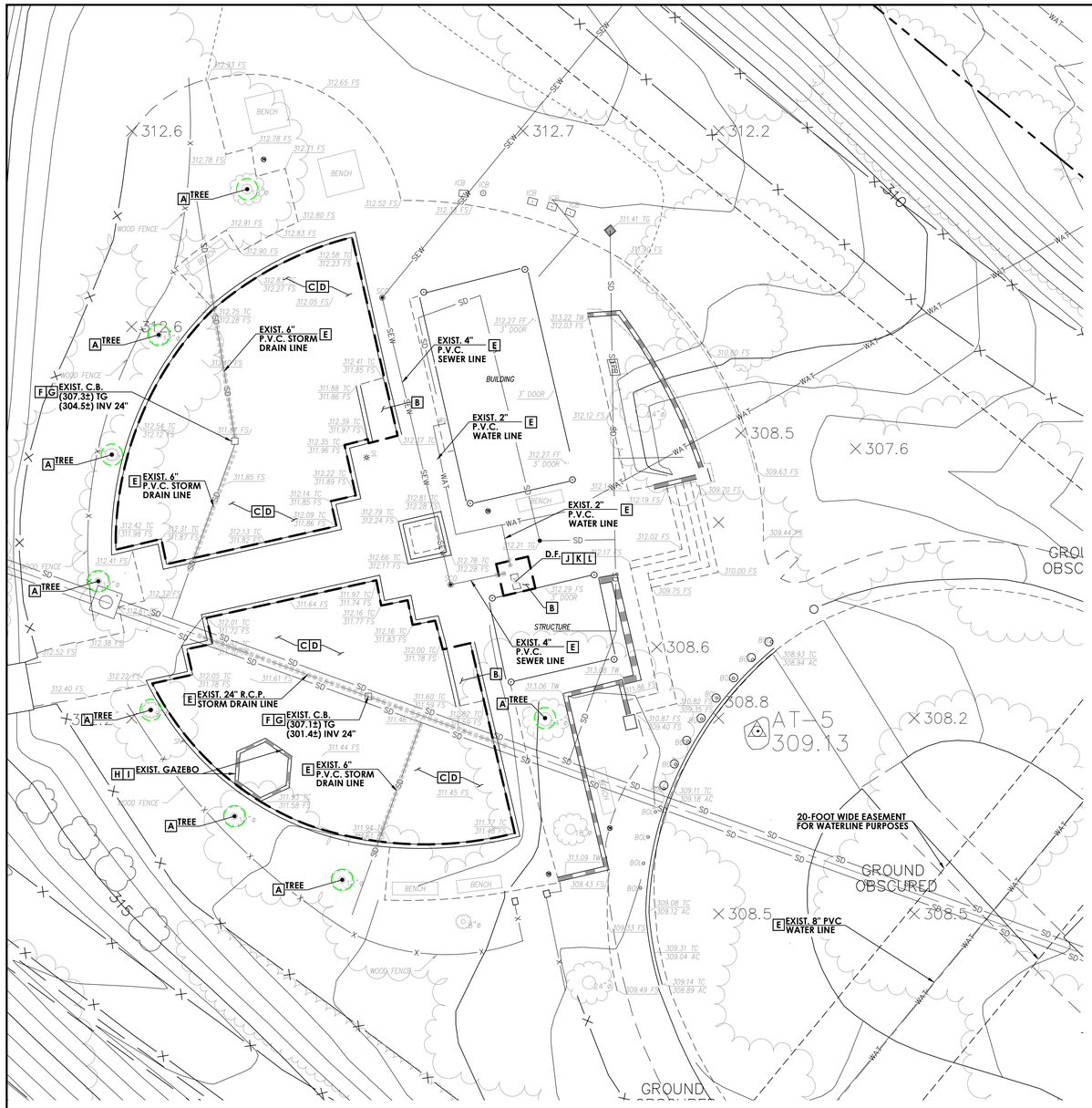

****** NOTE TO CONTRACTOR:**

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

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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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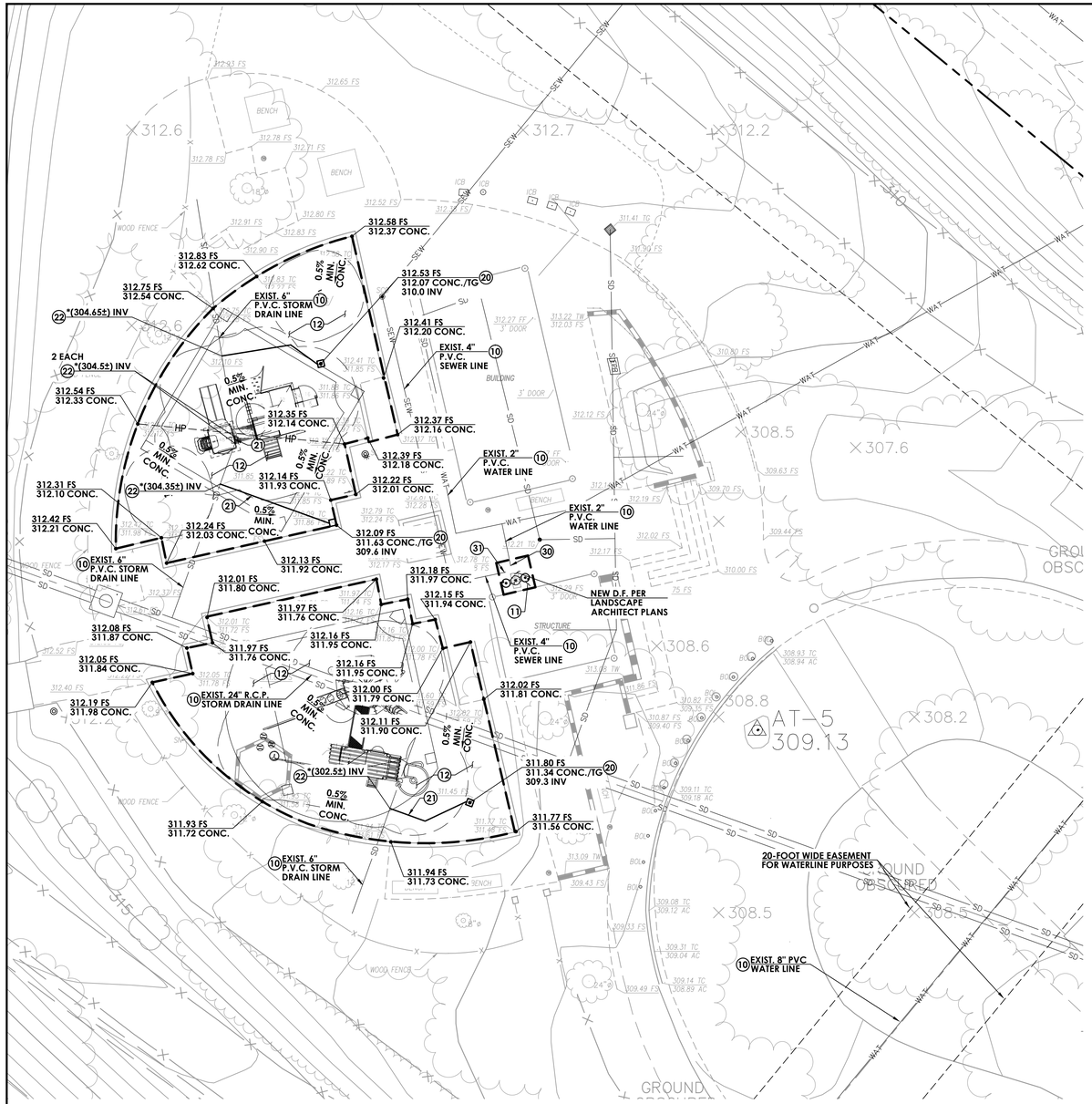

GENERAL CONSTRUCTION NOTES

(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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CABOT PARK IMPROVEMENTS
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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
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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:

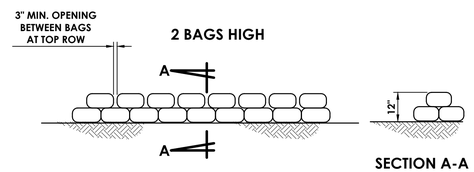
1. IN THE CASE OF EMERGENCY, CALL _____
   AT WORK PHONE # _____ TO BE COMPLETED BY CONTRACTOR
   OR HOME PHONE # _____
2. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.
3. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED 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

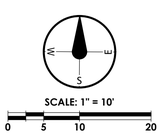
GRAVEL BAGS (SE-8)
STORM DRAIN INLET PROTECTION (SE-10)



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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CABOT PARK IMPROVEMENTS
CITY OF LAGUNA HILLS

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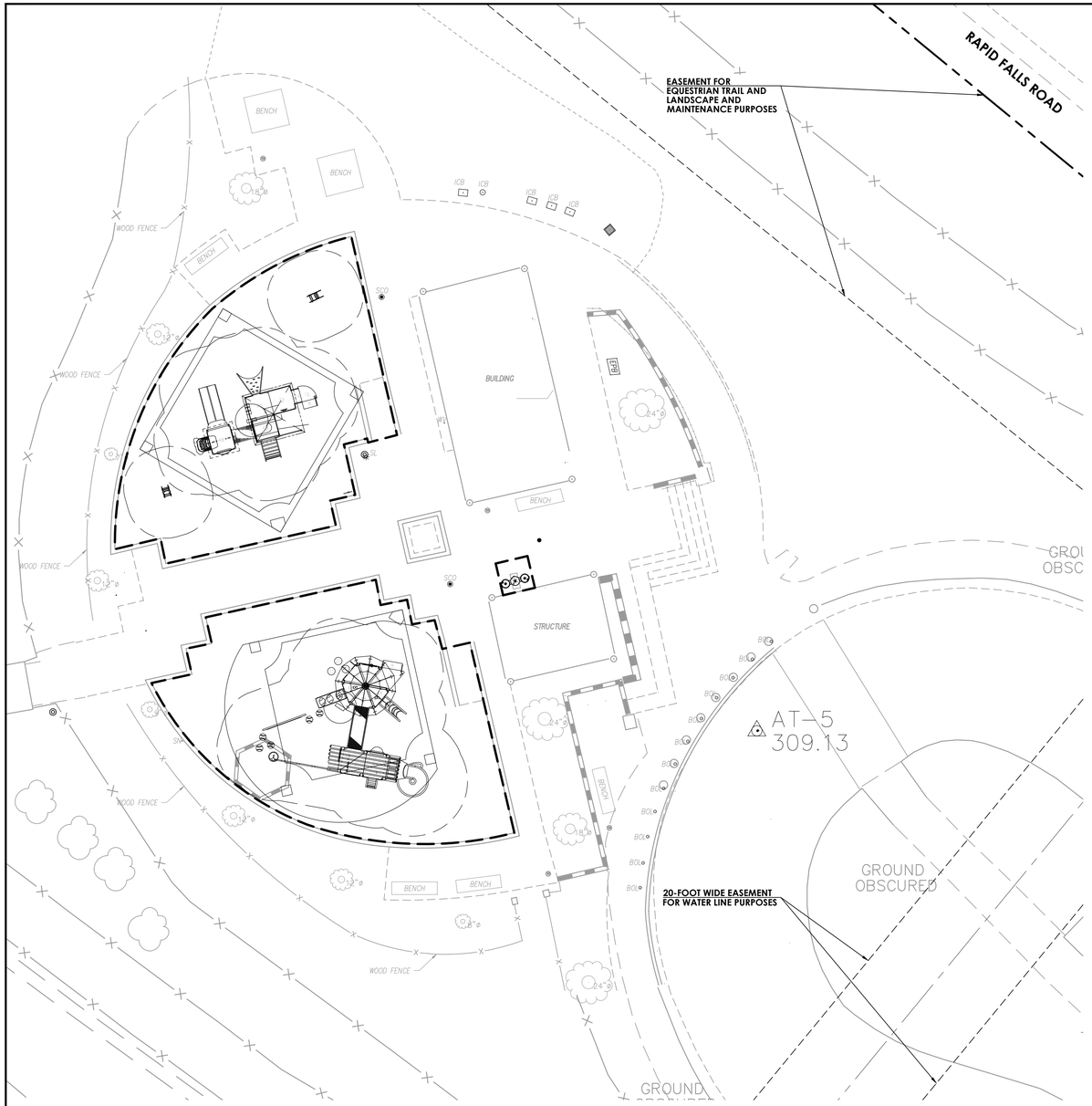
REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/22/2025

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.

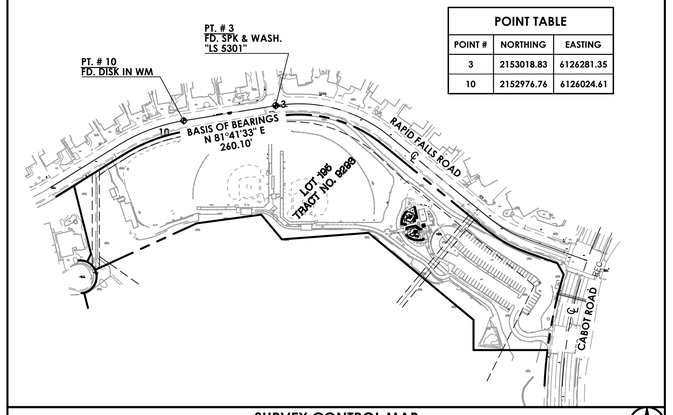
THESE ELECTRONIC FILES ARE NOT CONSTRUCTION DOCUMENTS. DIFFERENCES MAY EXIST BETWEEN THESE ELECTRONIC FILES AND CORRESPONDING HARD COPY CONSTRUCTION DOCUMENTS ISSUED FOR PUBLIC BID. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS AND THE ELECTRONIC FILES, 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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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
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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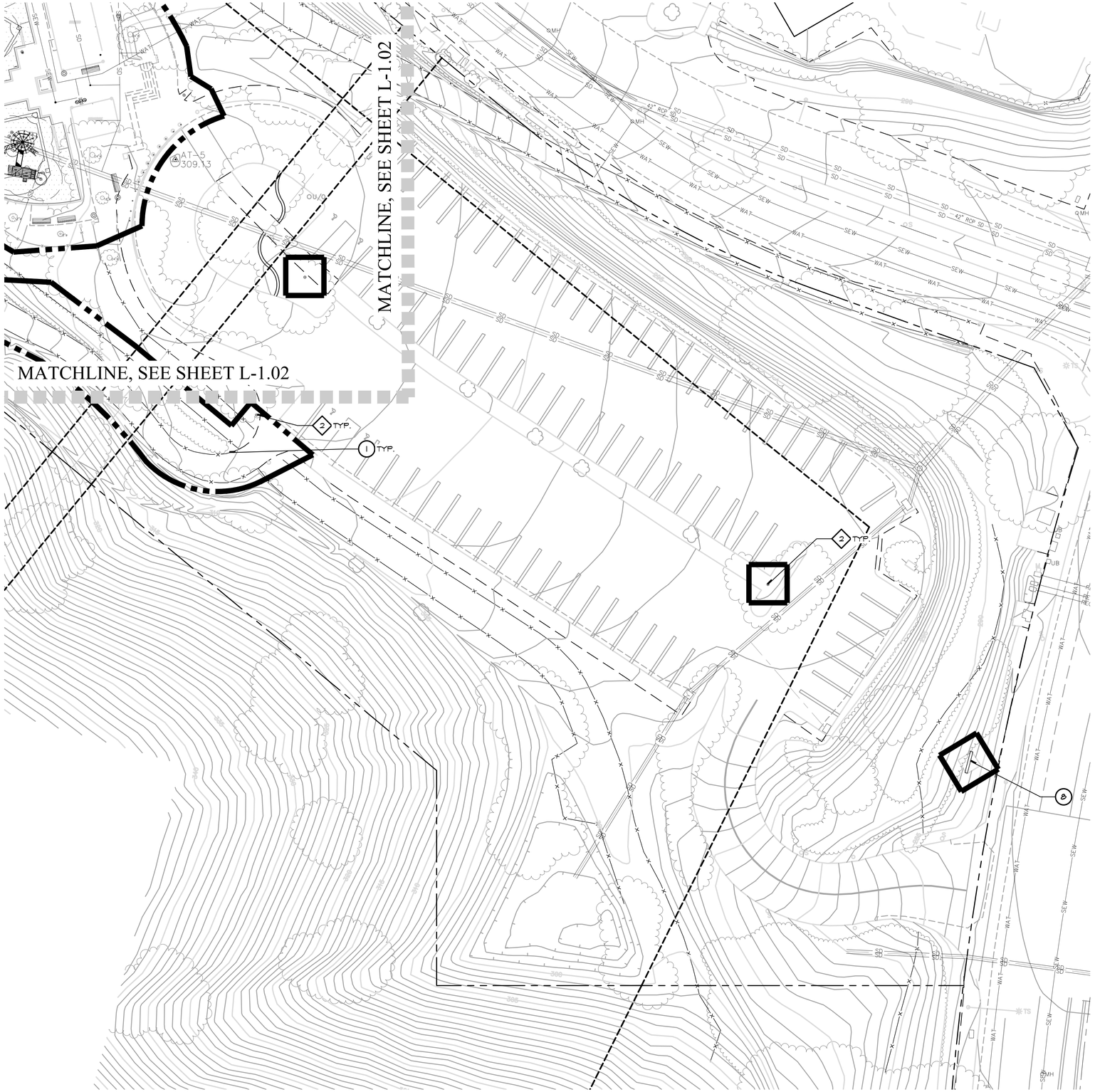

CONSTRUCTION LEGEND (BASE BID):

	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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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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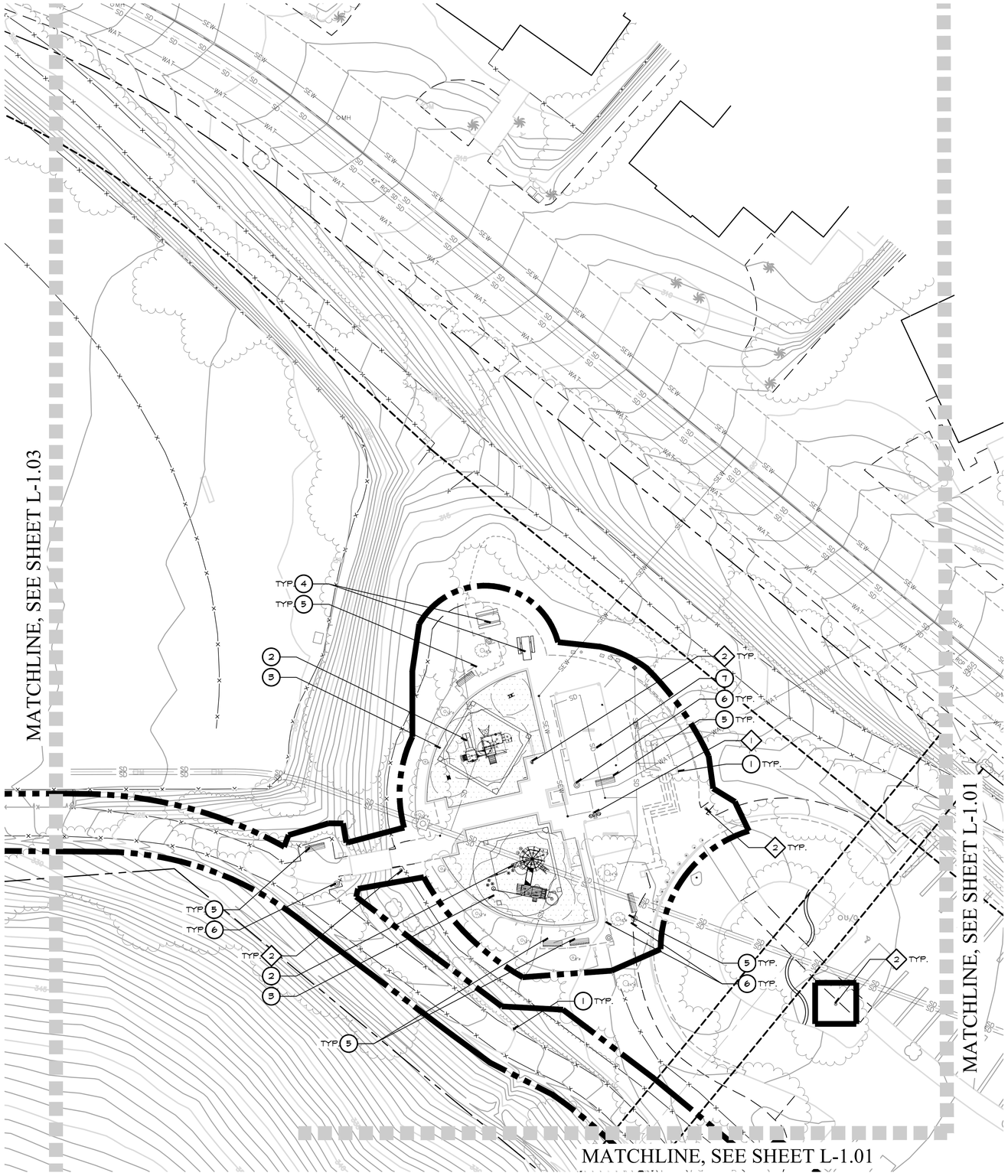

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8	PARK MONUMENT SIGN	DETAIL: 3 SHEET: L-2.02
9	CONCRETE BENCH	DETAIL: 1 SHEET: L-2.01

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.
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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
03/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
CONST. PLAN

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

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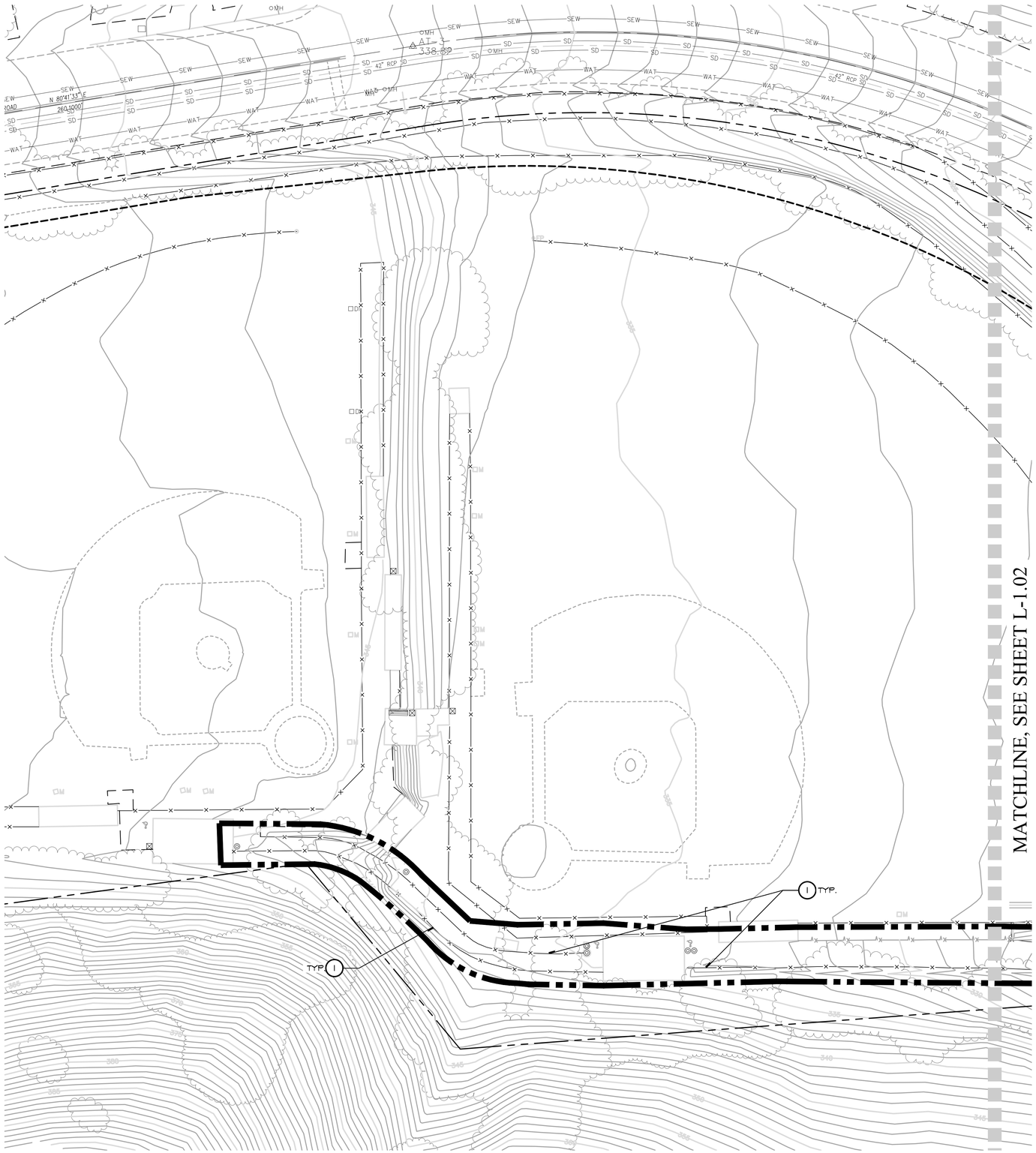

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9	CONCRETE BENCH	DETAIL: 1 SHEET: L-2.01

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:

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0' 10' 20' 40'

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CABOT 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

CONST. PLAN

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

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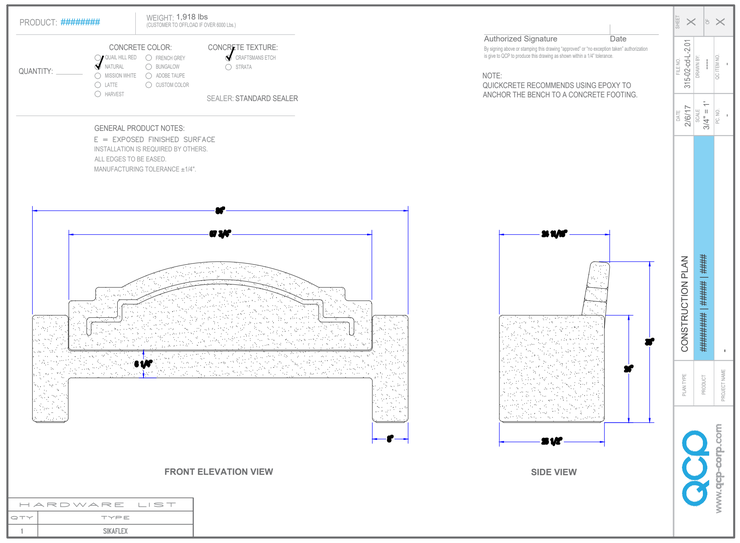
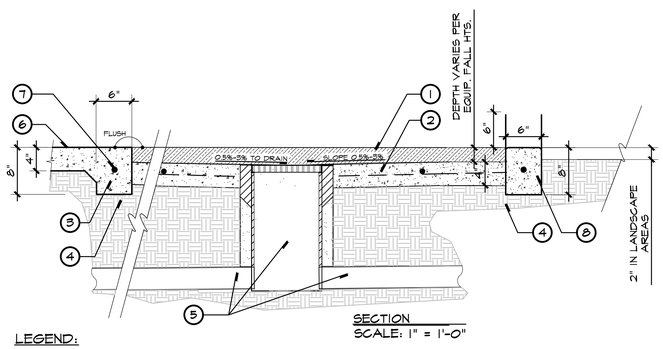


1 | 6' CONCRETE BENCH



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.

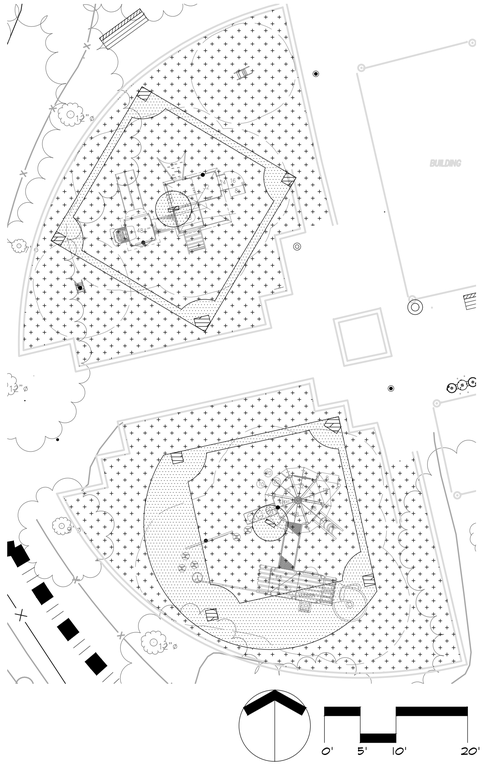
B. RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.

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



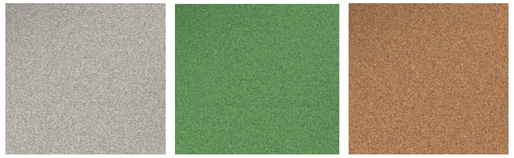
2 | RESILIENT SURFACING LAYOUT

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:

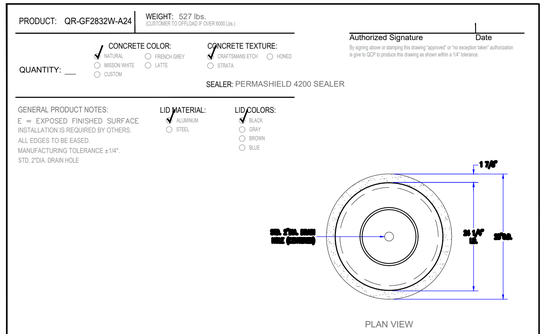
1. RESILIENT SURFACING AVAILABLE FROM: **SPECTRATURF**. SEE ABOVE FOR COLOR SELECTION.
2. CONTACT: **SPECTRATURF, (800)875-5788**.



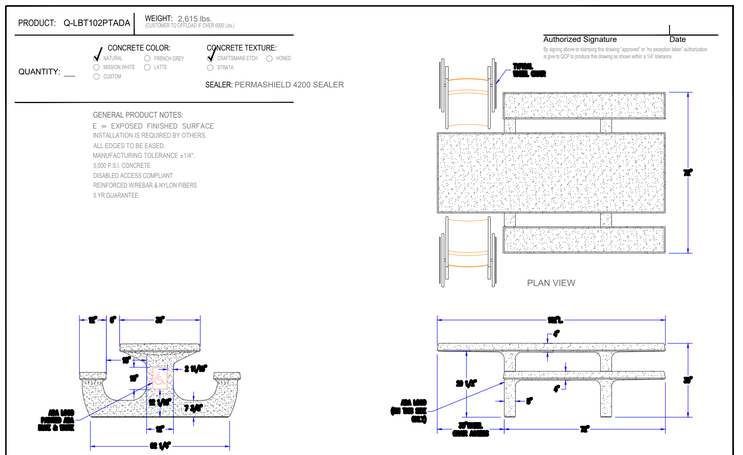
MIX COMPOSITION:
60% COCONUT CREAM
20% ASH GREY
20% PEWTER GREY

MIX COMPOSITION:
50% SHAMROCK GREEN
50% LIME GREEN

MIX COMPOSITION:
75% SANDSTONE BEIGE
25% CHESTNUT BROWN



4 | CONCRETE TRASH RECEPTACLE



5 | CONCRETE ADA PICNIC TABLE

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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

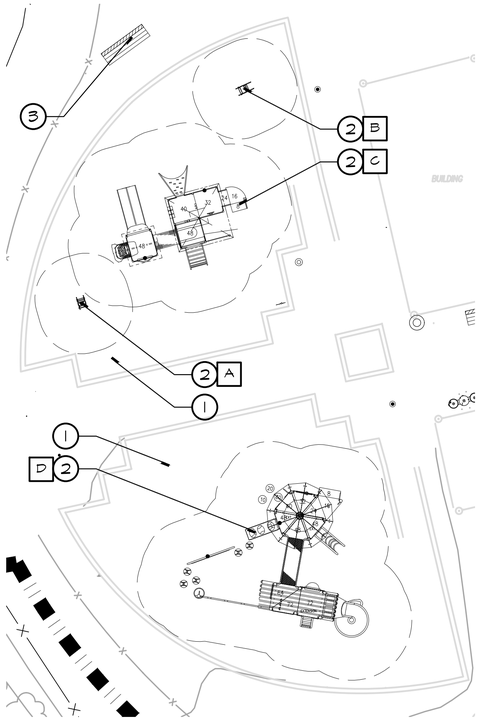
SHEET TITLE

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

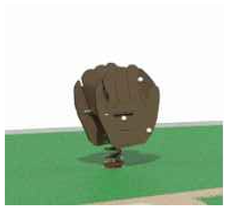
0' 5' 10' 20'

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.)

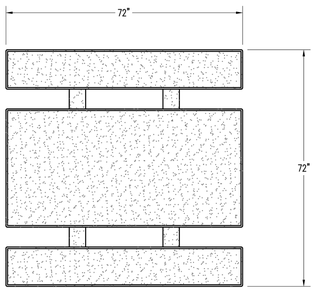
QUANTITY: ___

CONCRETE COLOR:
○ NATURAL ○ FRENCH GREY
○ MISSION WHITE ○ LATTE
○ CUSTOM

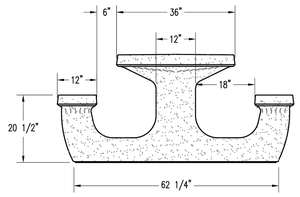
CONCRETE TEXTURE:
○ CRAFTSMANS ETCH ○ HONED
○ STRATA

SEALER: PERMASHIELD 4200 SEALER

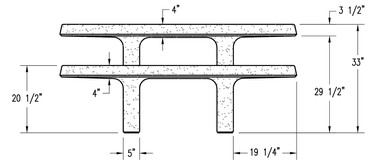
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
5,000 P.S.I.
REINFORCED WIREBAR & NYLON FIBERS
DISABLED ACCESS COMPLIANT
5 YEAR GUARANTEE



PLAN VIEW



SECTION VIEW



ELEVATION VIEW

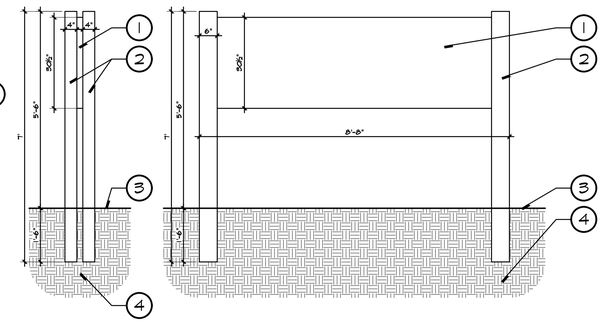
Authorized Signature Date

By signing above or stamping this drawing "approved" or "no exception taken" authorization is given to QCP to produce this drawing as shown within a 1/4" tolerance.

QCP www.qcp-corp.com	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

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LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
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

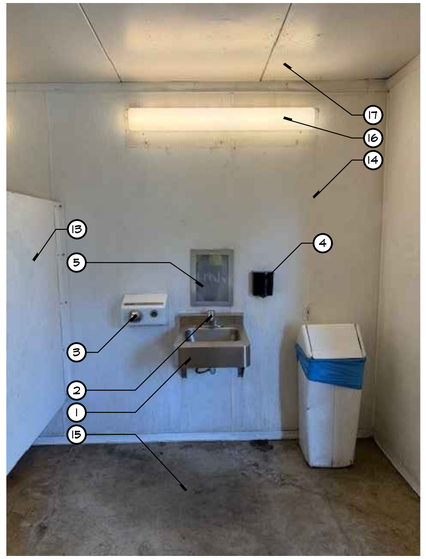
SHEET
L-2.02

LEGEND:

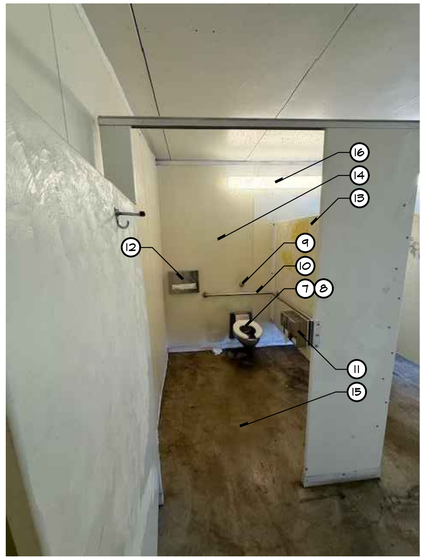
1. REMOVE & REPLACE EXISTING LAVATORY. AVAILABLE FROM ACORN, MODEL# 1652-LRB-1-DMS-03-M-31655.
2. REMOVE & REPLACE EXISTING LAVATORY FAUCET. AVAILABLE FROM CHICAGO, MODEL# 333-E2805-T65PSHAB.
3. REMOVE & REPLACE EXISTING HAND DRYER. AVAILABLE FROM FASTAIRE, MODEL# HD 035.
4. REMOVE & REPLACE EXISTING 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:

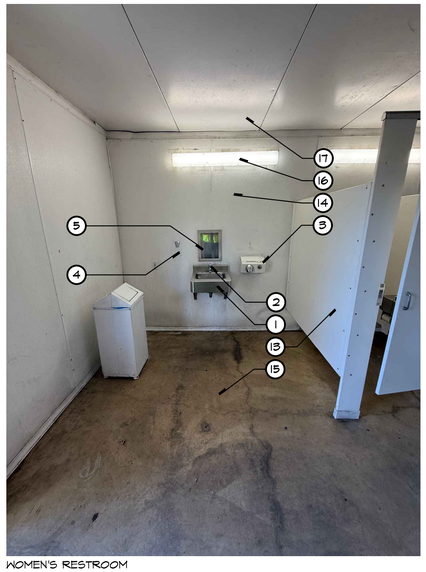
- ALL MATERIALS IDENTIFIED TO BE REMOVED FOR THE RESTROOM BUILDING RENOVATION ARE TO BE DEMOLISHED & DISPOSED OF IN A LEGAL MANNER.
- CONTRACTOR IS RESPONSIBLE FOR MAKING THEMSELVES FAMILIAR WITH THE SCOPE OF WORK & EXISTING CONDITIONS OF THE BUILDING PRIOR TO BIDDING.
- ANY DISCREPANCIES BETWEEN EXISTING 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.



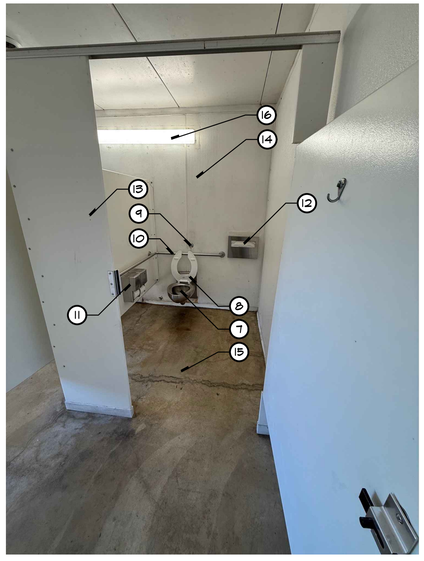




MEN'S RESTROOM







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
10/30/2027
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
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LEGEND:

1 OUTDOOR ADA "HI/LO" DRINKING FOUNTAIN / BOTTLE FILLER, MODEL #1014S9M 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.

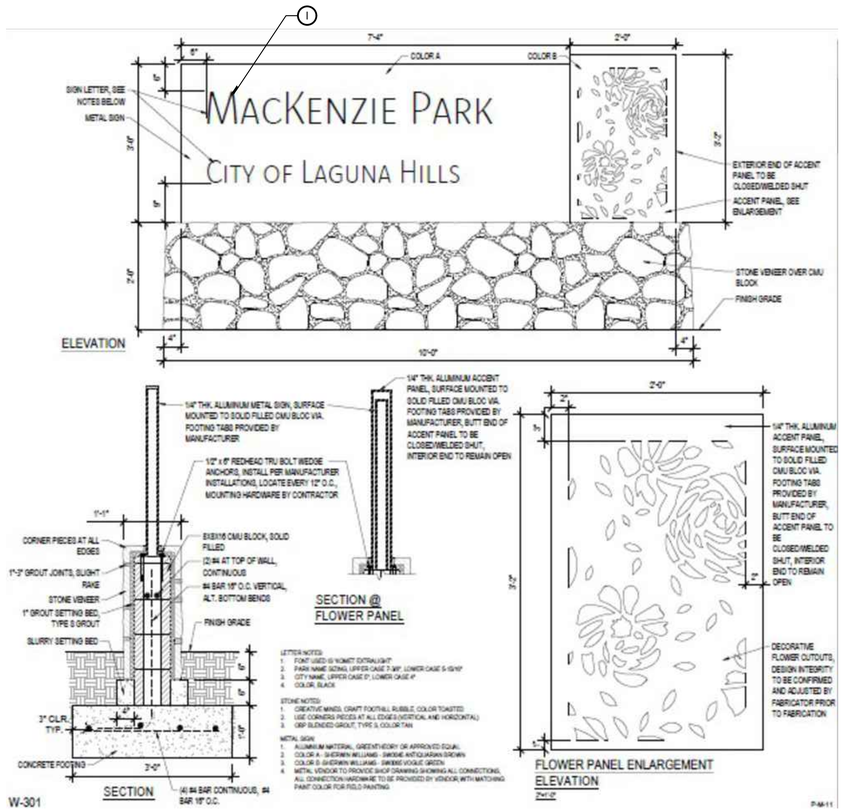
1 DRINKING FOUNTAIN



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

UNDERGROUND SERVICE ALERT

CALL: 811

TWO WORKING DAYS BEFORE YOU DIG

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

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CITY OF LAGUNA HILLS, CA

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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

August 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 — 08/25/2026 Date
R.C.E. No. 66999
Expiration Date 9/30/2026

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 **10:00 a.m. on Thursday, October 1, 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, September 15, 2026 at 9:00 a.m.** ***Site Address: 27345 Cabot Road, Laguna Hills, California 92653.*** The meeting is **mandatory.**

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 August, 2026.

City of Laguna Hills, California

BY _____
JOSHUA STEVENSON, 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

August 12, 2026

NORTH 0 10 20 40



PLAYGROUND ENLARGEMENT - BASE BID







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

August 12, 2026

NORTH

0 5 10 20



OVERALL DESIGN PLAN

LEGEND

1. NEW DRINKING FOUNTAIN WITH DOG BOWL AND PAVING REPLACEMENT TO BE ADA COMPLIANT
2. ALTERNATE PARK SIGN – ADDITIVE ALTERNATE BID #5
3. ENTRY CONCRETE PATH REMOVED AND REPLACED TO BE ADA COMPLIANT ACCESS TO PLAYGROUND RELOCATED
4. DUE TO ADA COMPLIANCE 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 – Additive Alternate Bid #1

August 12, 2026

NORTH

0 10 20 40



PLAYGROUND ENLARGEMENT - ADDITIVE ALTERNATE BID #1



PLAYGROUND DESIGN - ADDITIVE ALTERNATE BID #1

LEGEND (ADDITIVE ALTERNATE BID #1)

1. 5-12 TREE HOUSE STRUCTURE
2. 2-5 SMALL TREE HOUSE STRUCTURE
3. 3 BAY SWINGS
4. 2-5 BOUNCER
5. PLAYGROUND ENCLOSURE RAILING
6. NEW PATHWAYS TO BE ADA COMPLIANT
7. ALTERNATE PARK SIGN - ADDITIVE ALTERNATE BID #5

LEGEND

8. PLAYGROUND RUBBERIZED SURFACING
9. DRINKING FOUNTAIN WITH PET BOWL
10. NEW PICNIC TABLES, TRASH RECEPTACLES, BBQS AND BENCHES - ADDITIVE ALTERNATE BID #2
11. NEW PLAYGROUND SEATING BENCHES - ADDITIVE ALTERNATE BID #4



5-12 STRUCTURE - ADDITIVE ALTERNATE BID #1



2-5 STRUCTURE - ADDITIVE ALTERNATE BID #1



ALTERNATE PARK SIGN - ADDITIVE ALTERNATE BID #5

CITY OF LAGUNA HILLS - EL CONEJO PARK

Landscape Design - Construction Documents - Additive Alternate Bid #1

August 12, 2026

NORTH

0 5 10 20

DVDC

EL CONEJO PARK RENOVATION PROJECT

25601 EL CONEJO LANE, LAGUNA HILLS, CA 92653

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Laguna Hills, CA 92653
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Phone: (949) 707-2615

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sjonson@dvdcreative.com

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12371 Lewis St., Suite 203
Garden Grove, CA 92840
Contact: - Surender Dewan
Phone: (714) 740-8840
Surender@dmsconsultantsinc.com

Geotechnical Engineer
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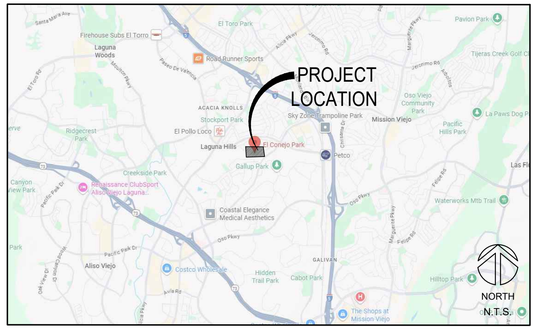
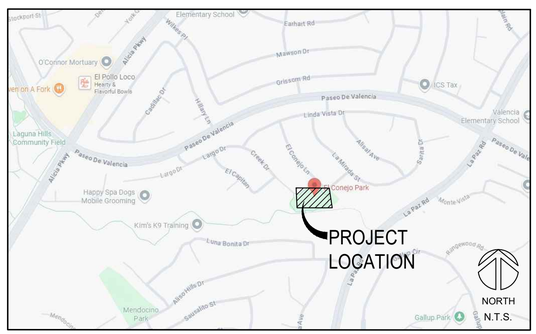
Irvine, CA 92606
Contact: - Mohan Upasani
Phone: (949) 221-0900
global@globalgeo.net

VICINITY MAP



LOCATION MAP



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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

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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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Revisions

No	Date	Description
1		
2		
3		
4		
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6		

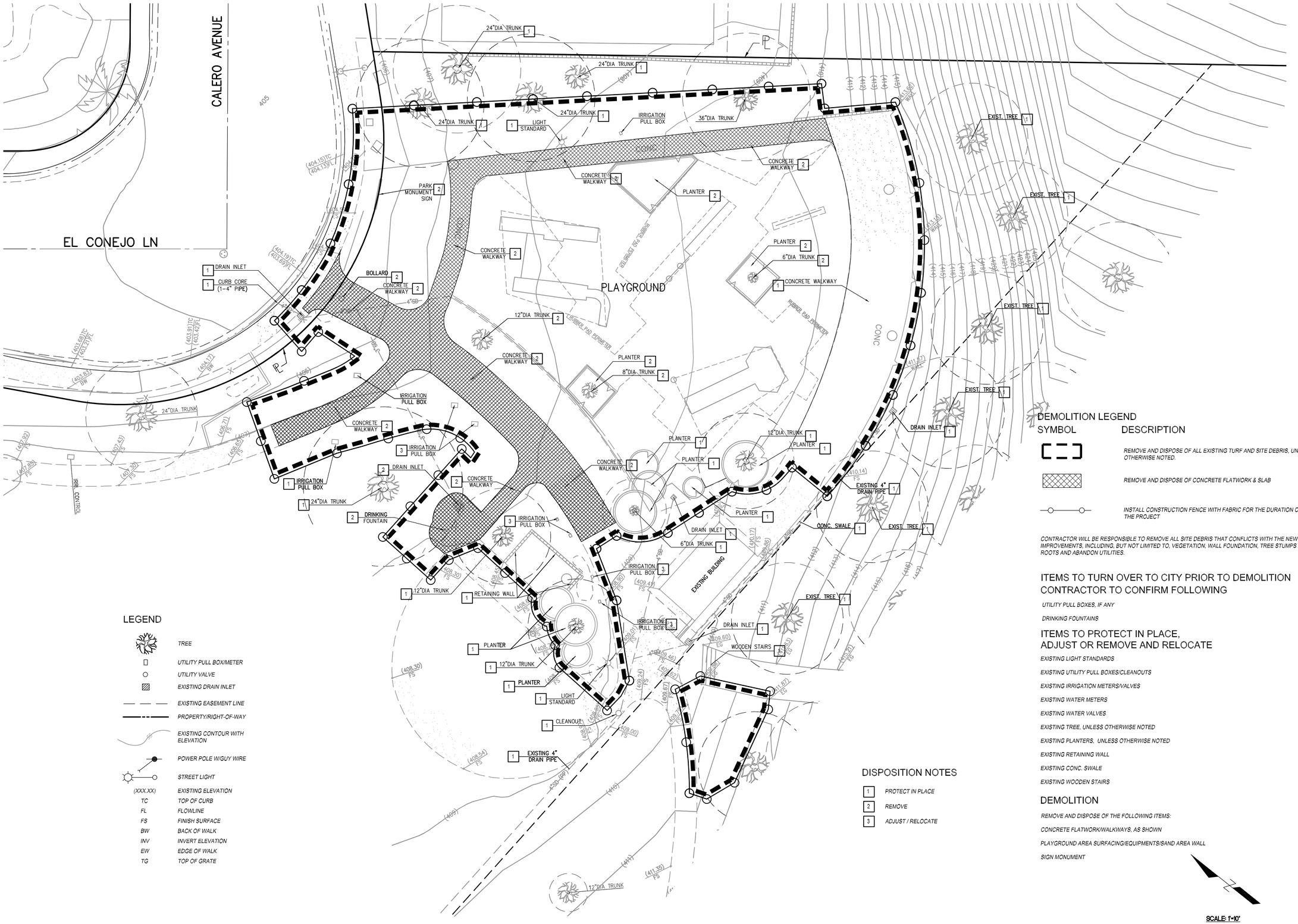
EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

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	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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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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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	
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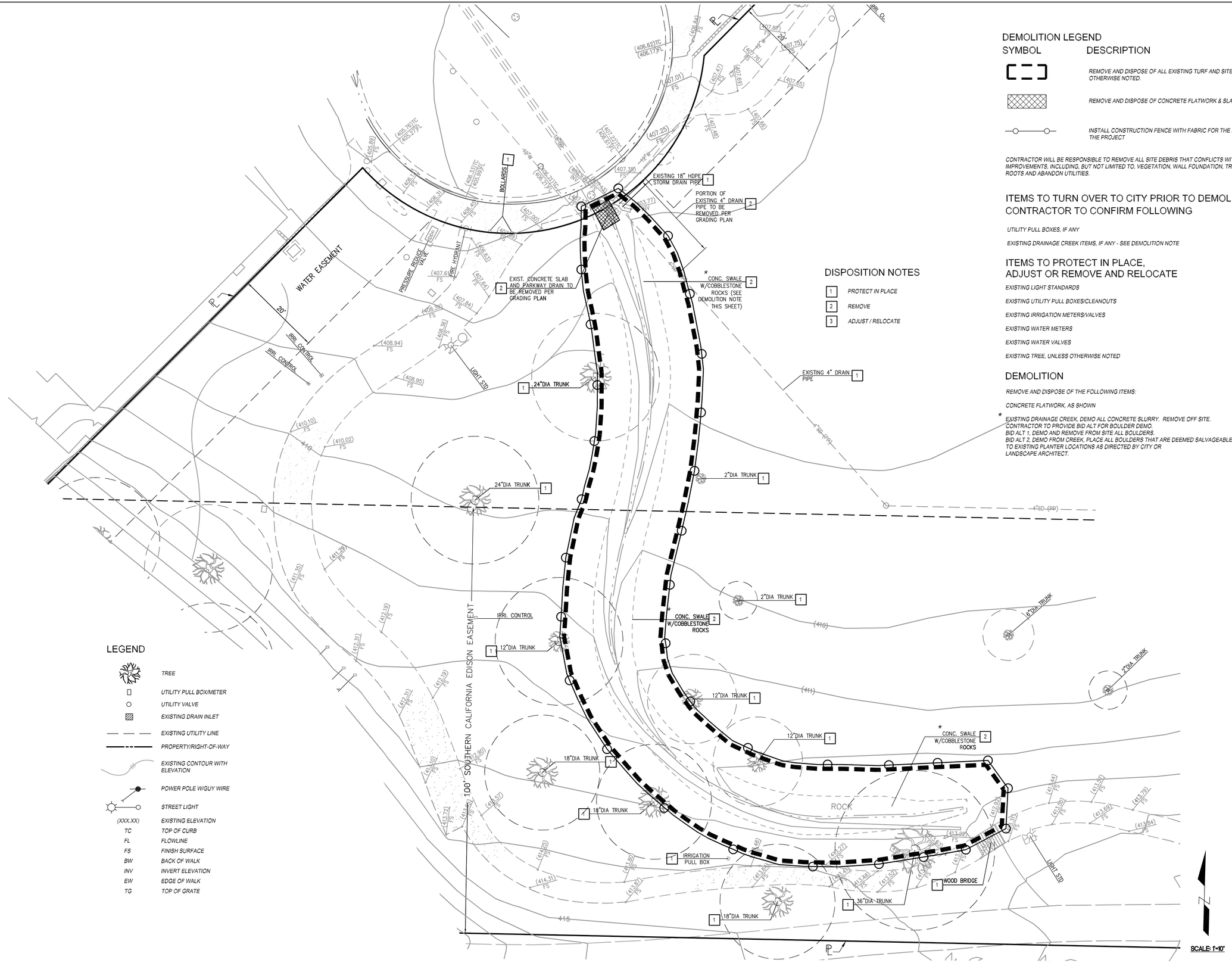
Scale	

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

DISPOSITION NOTES

1. *PROTECT IN PLACE*
2. *REMOVE*
3. *ADJUST / RELOCATE*

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.*

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
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BW	BACK OF WALK
INV	INVERT ELEVATION
EW	EDGE OF WALK
TG	TOP OF GRATE

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24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

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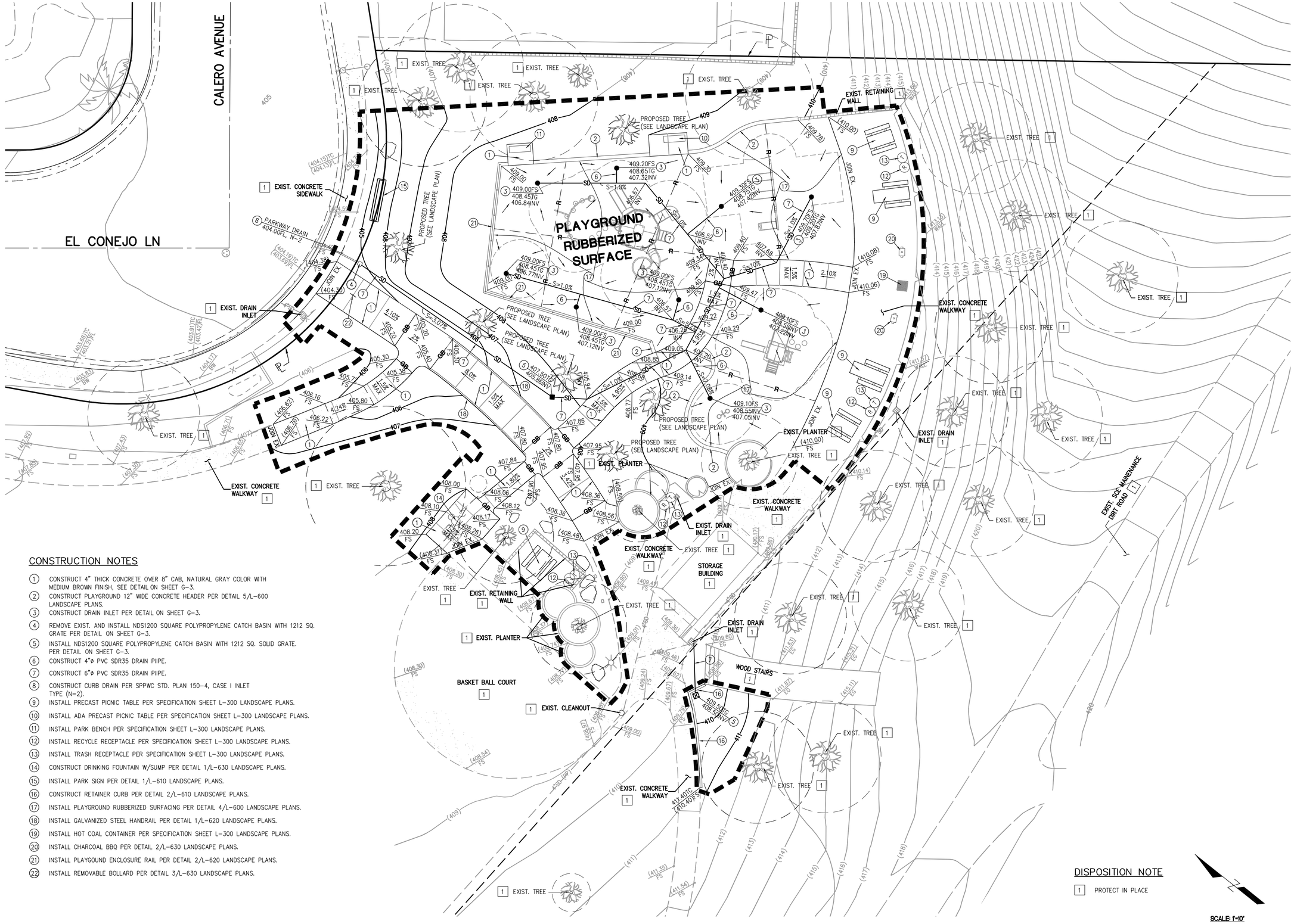
Sheet Title
DEMOLITION PLAN

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'

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02/24/26

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25601 EL CONEJO LN
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Client
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24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

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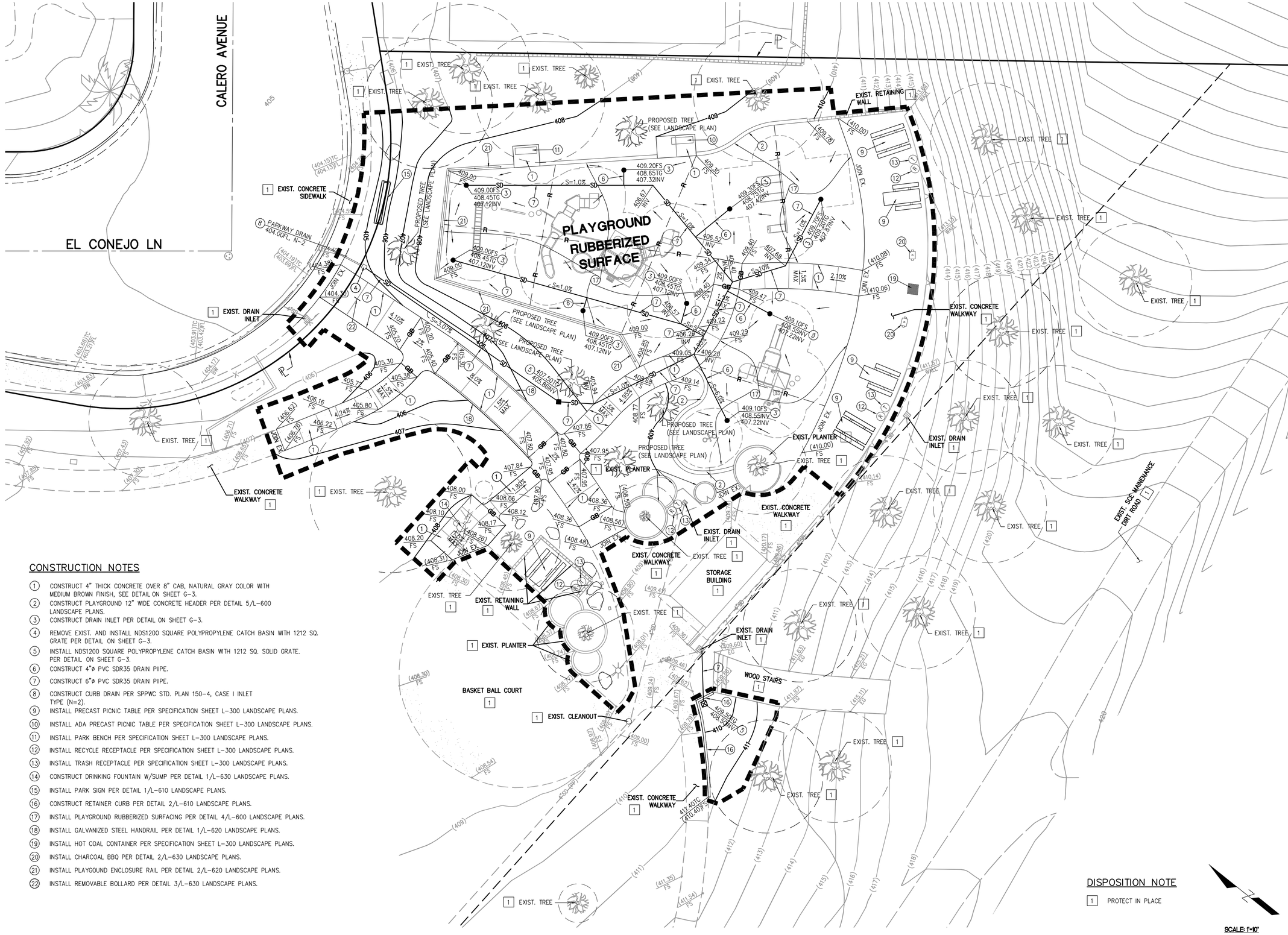
Sheet Title
GRADING PLAN

Sheet No
G-1A_BASE BID



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.
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4. REMOVE EXIST. AND INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. GRATE PER DETAIL ON SHEET G-3.
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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.
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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

DVDC

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UNDER THE SUPERVISION OF
SURENDER M. DEWAN 02/24/26
RCE 34559 EXP. 9/30/27

REGISTERED PROFESSIONAL ENGINEER
SURENDER M. DEWAN
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ELCONEJO 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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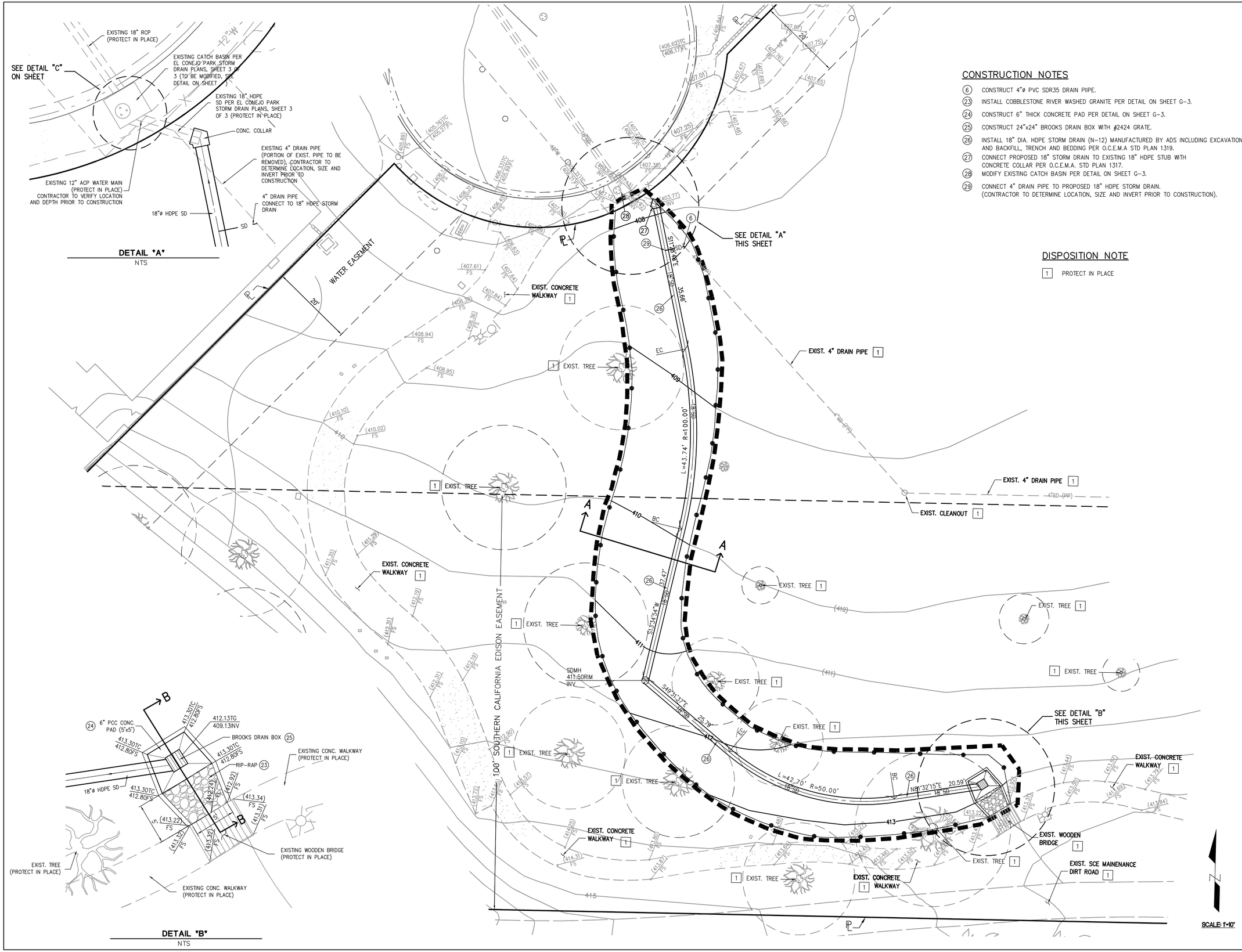
Sheet Title
GRADING PLAN

Sheet No
G-1B_ADDITIVE BID



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

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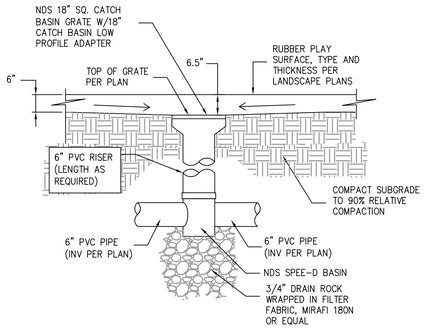
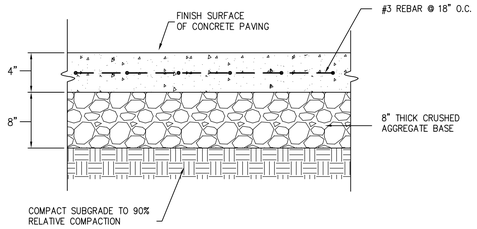
Sheet Title
GRADING PLAN

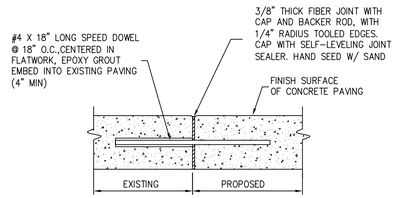
Sheet No
G-2



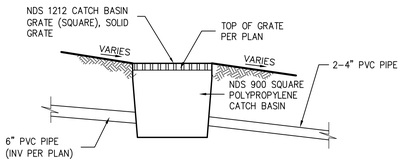
3 DRAIN INLET DETAIL
AT PLAYGROUND AREA ONLY
NTS



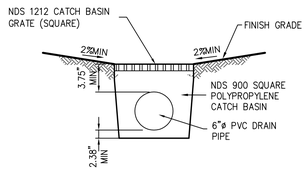
1 CONCRETE PAVEMENT DETAIL
NTS



EXISTING PAVEMENT JOIN DETAIL
NTS



4 DRAIN INLET DETAIL
NTS



5 DRAIN INLET DETAIL
IN LANDSCAPE AREAS
NTS

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.
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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.
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19. INSTALL HOT COAL CONTAINER PER SPECIFICATION SHEET L-300 LANDSCAPE PLANS.
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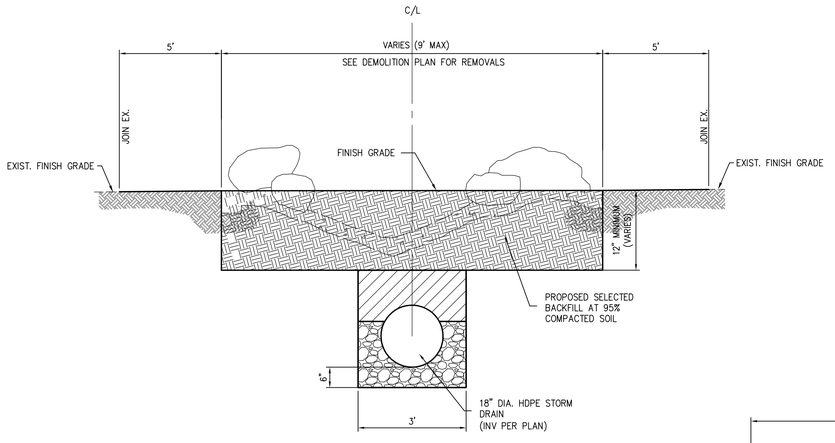
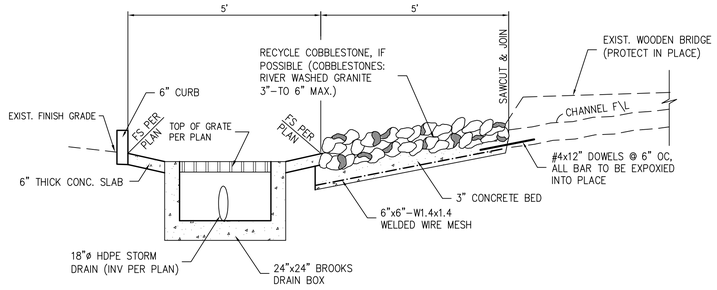
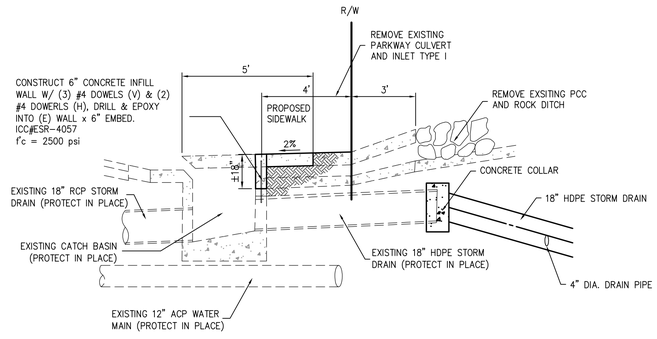
21. INSTALL PLAYGOUND ENCLOSURE RAIL PER DETAIL 2/L-620 LANDSCAPE PLANS.
22. INSTALL REMOVABLE BOLLARD PER DETAIL 3/L-630 LANDSCAPE PLANS.
23. INSTALL COBBLESTONE RIVER WASHED GRANITE PER DETAIL THIS SHEET.
24. CONSTRUCT 6" THICK CONCRETE PAD PER DETAIL THIS SHEET.
25. CONSTRUCT 24"x24" BROOKS DRAIN 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).



SECTION A-A
NTS
SEE DEMOLITION PLAN FOR REMOVALS



SECTION B-B
NTS



MODIFIED CATCH BASIN DETAIL
NTS

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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
1	–	–
2	–	–
3	–	–
4	–	–
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6	–	–
7	–	–

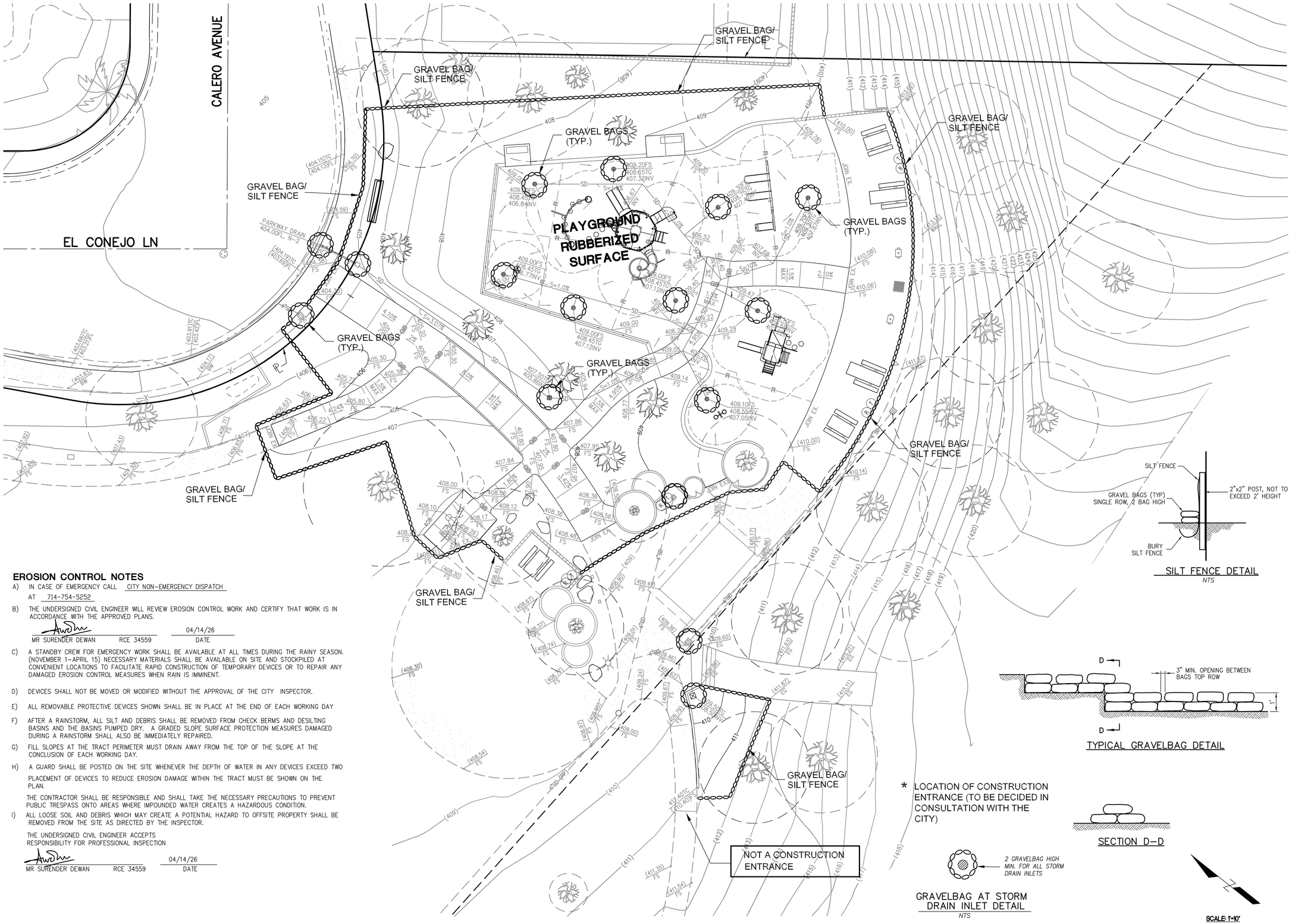
ELCONEJO PARK
25601 EL CONEJO LN.
LAGUNA HILLS, CA 92653

Client
LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019E
Drawn	
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

* 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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REGISTERED PROFESSIONAL ENGINEER
SURENDER M. DEWAN
No. 34559
Exp. 9/30/27
CIVIL
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ELCONEJO PARK
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Client
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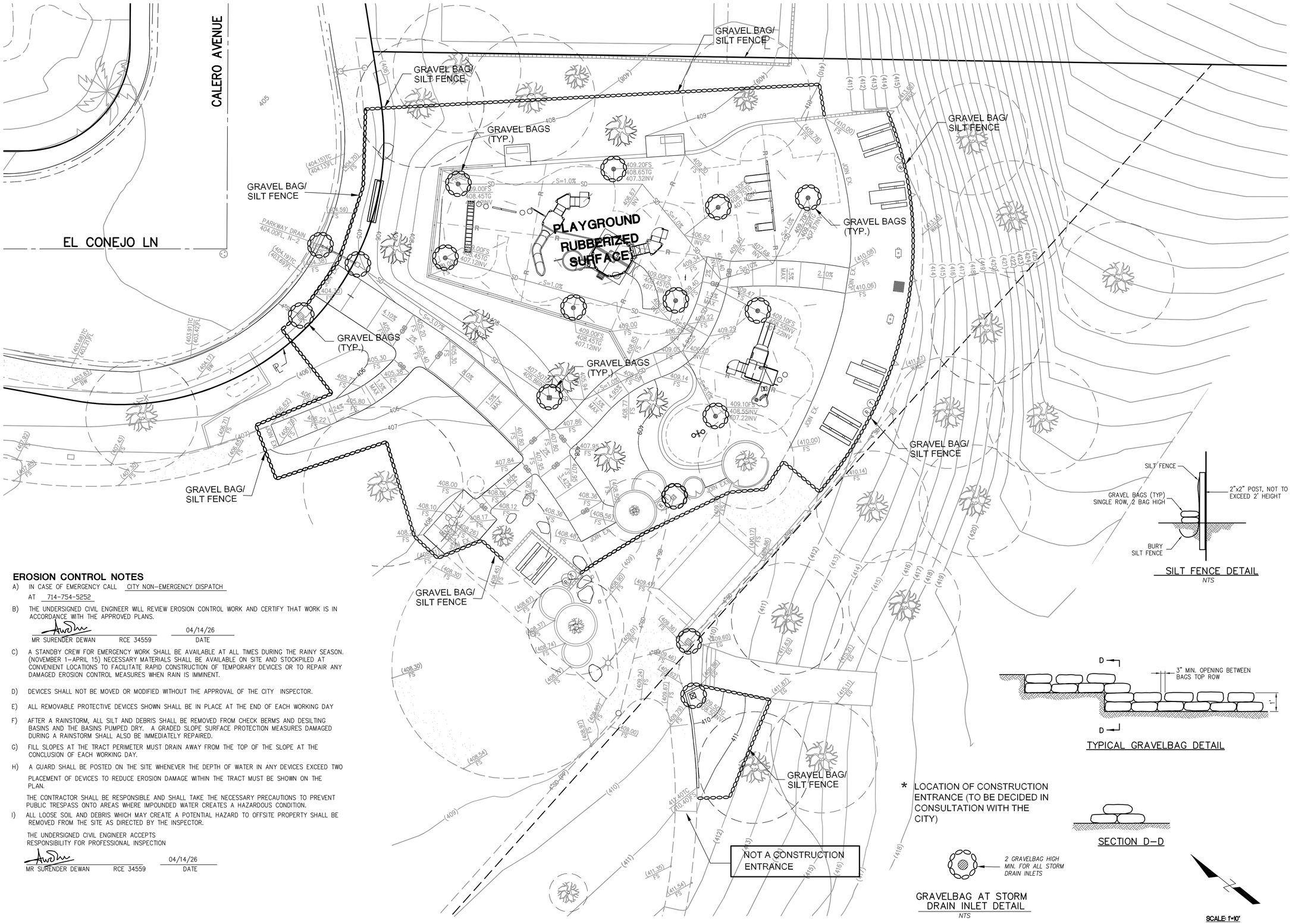
Project No	24-019E
Drawn	
Checked	
Date	04/14/26
Scale	

Sheet Title
EROSION CONTROL PLAN

Sheet No
EC-1A_BASE BID



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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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ELCONEJO PARK
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Client
LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019E
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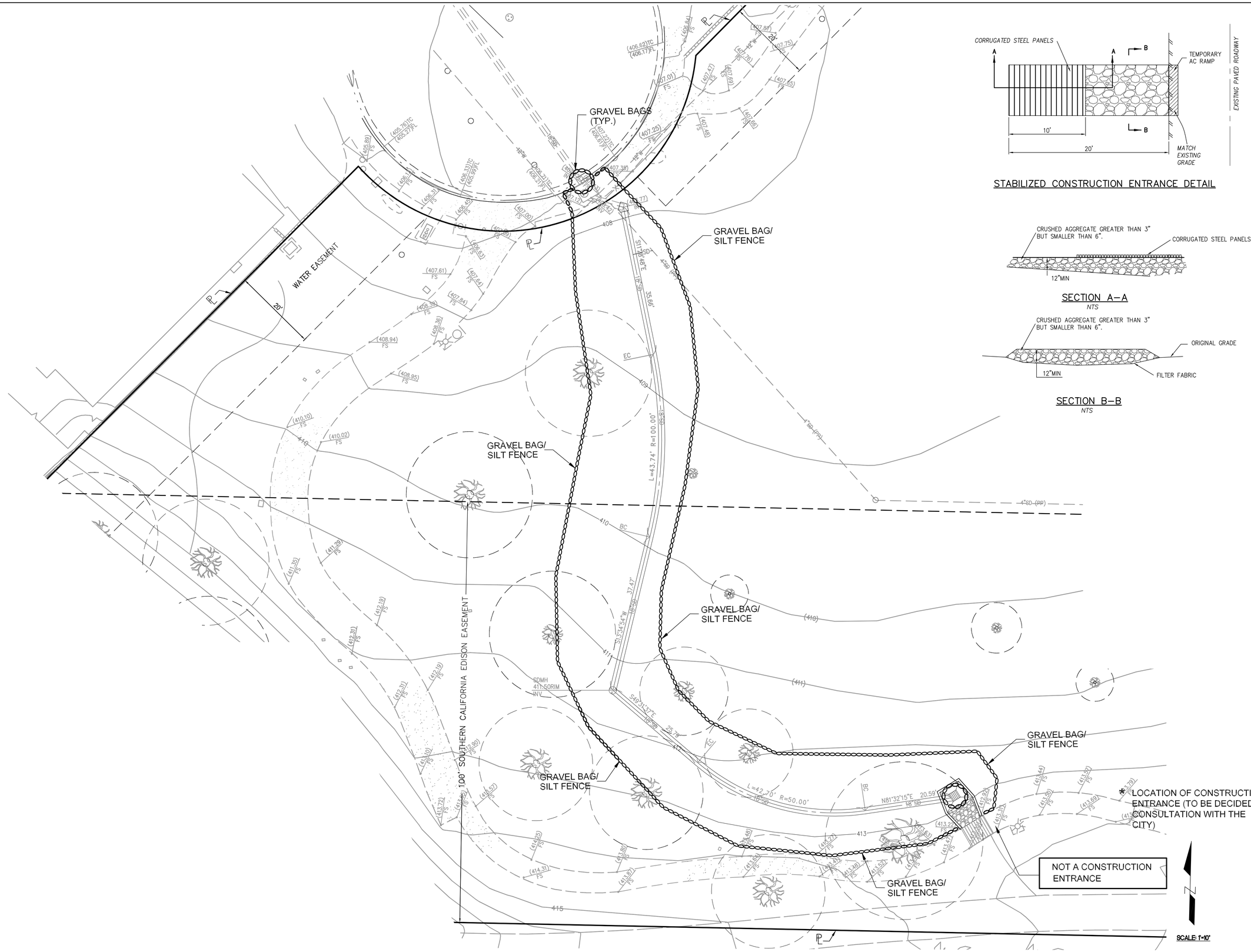
Date	04/14/26
Scale	

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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24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019E
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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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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

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

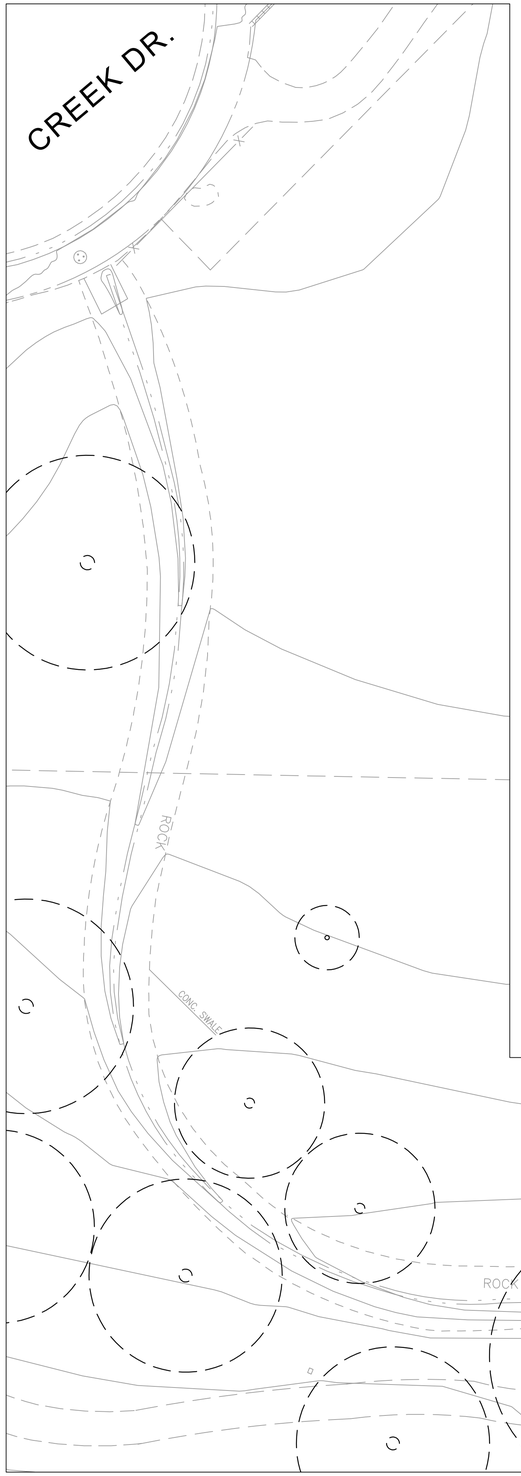
TREE PROTECTION NOTES

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.

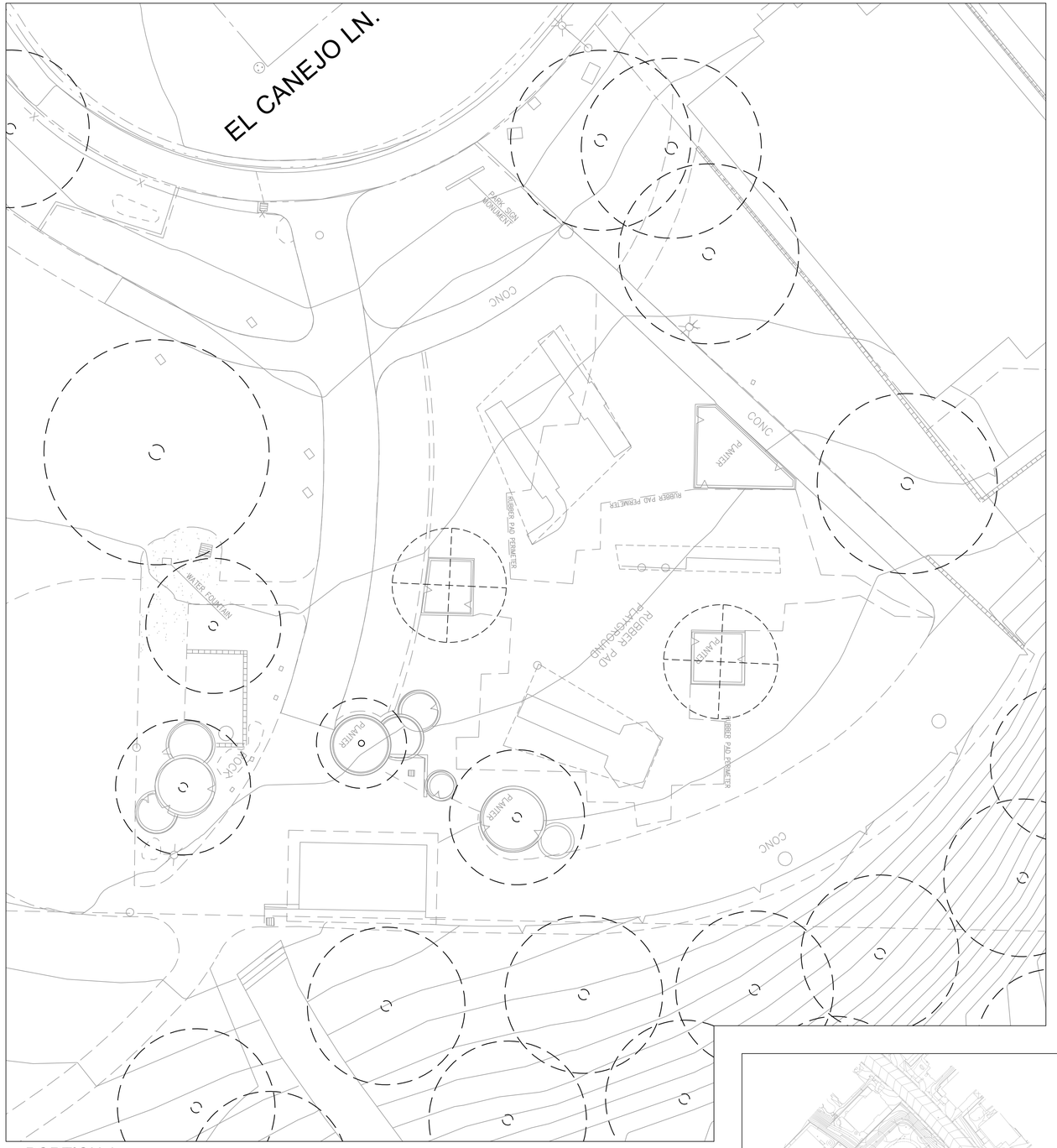
TREE DISPOSITION LEGEND

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.



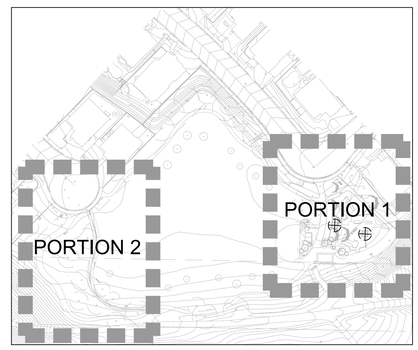
PORTION 2



PORTION 1

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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Consultant

LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
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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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LICENSED LANDSCAPE ARCHITECT
ERIC J. STERLING #5403
SIGNATURE
04/2027
RENEWAL DATE
04/13/26
DATE
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Revisions

No	Date	Description
1		
2		
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7		

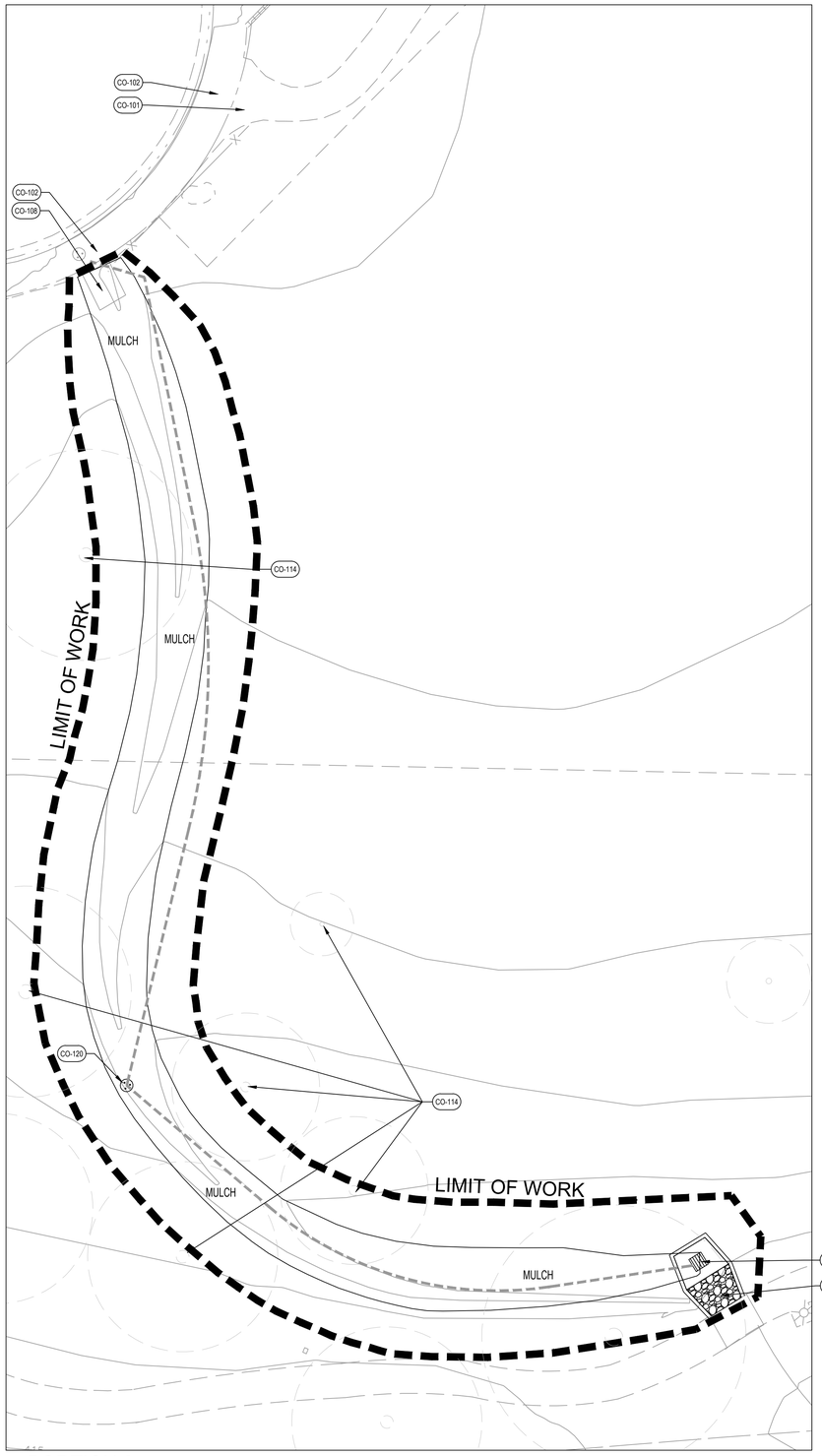
EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

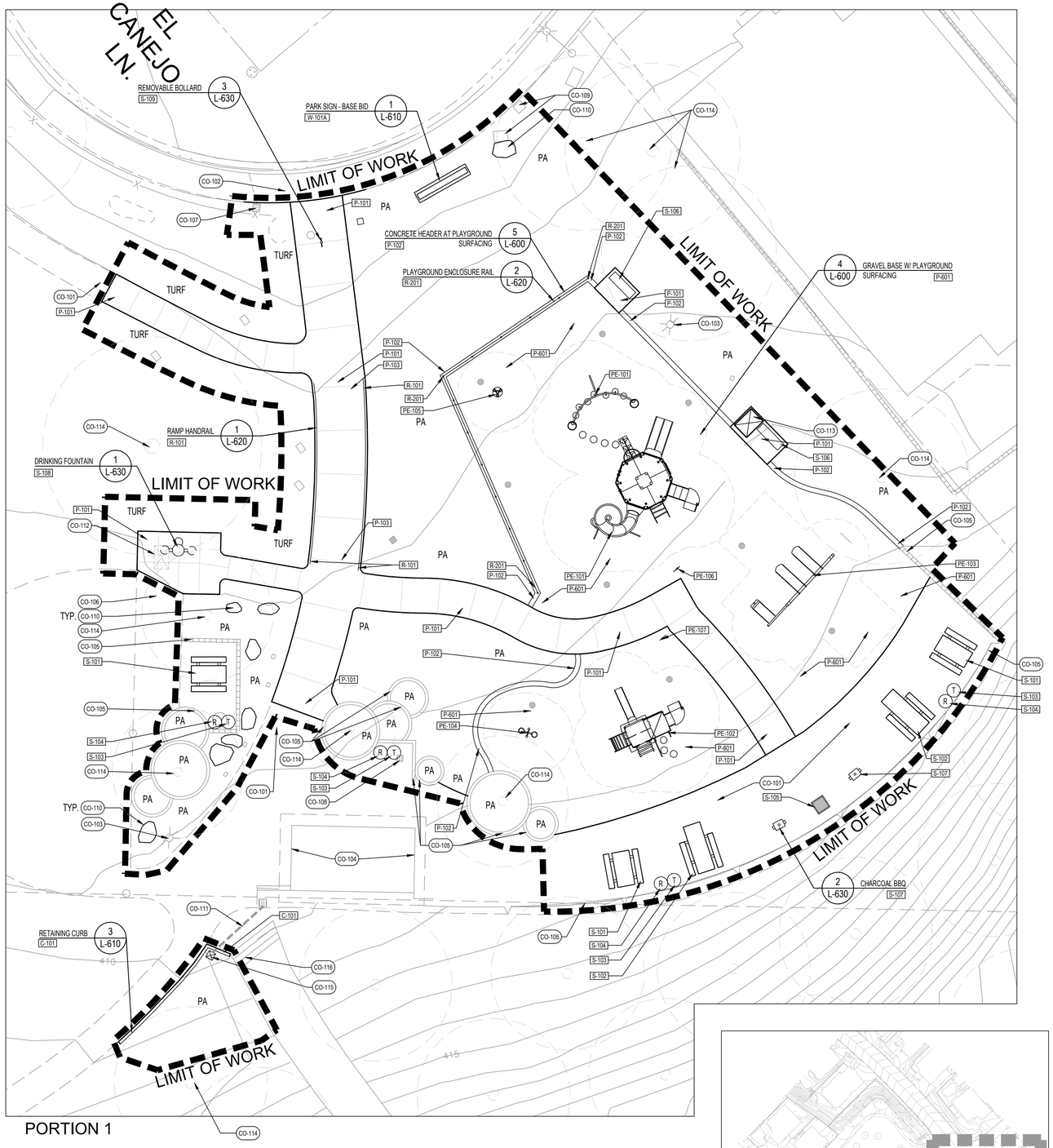
Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	NONE

Sheet Title
CONSTRUCTION MATERIALS SCHEDULE

Sheet No
L-300



PORTION 2

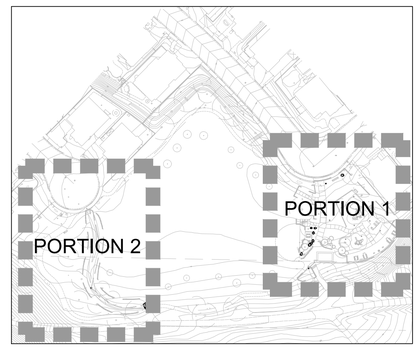


PORTION 1

SEE SHEET L-300 FOR COMPLETE CONSTRUCTION SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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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
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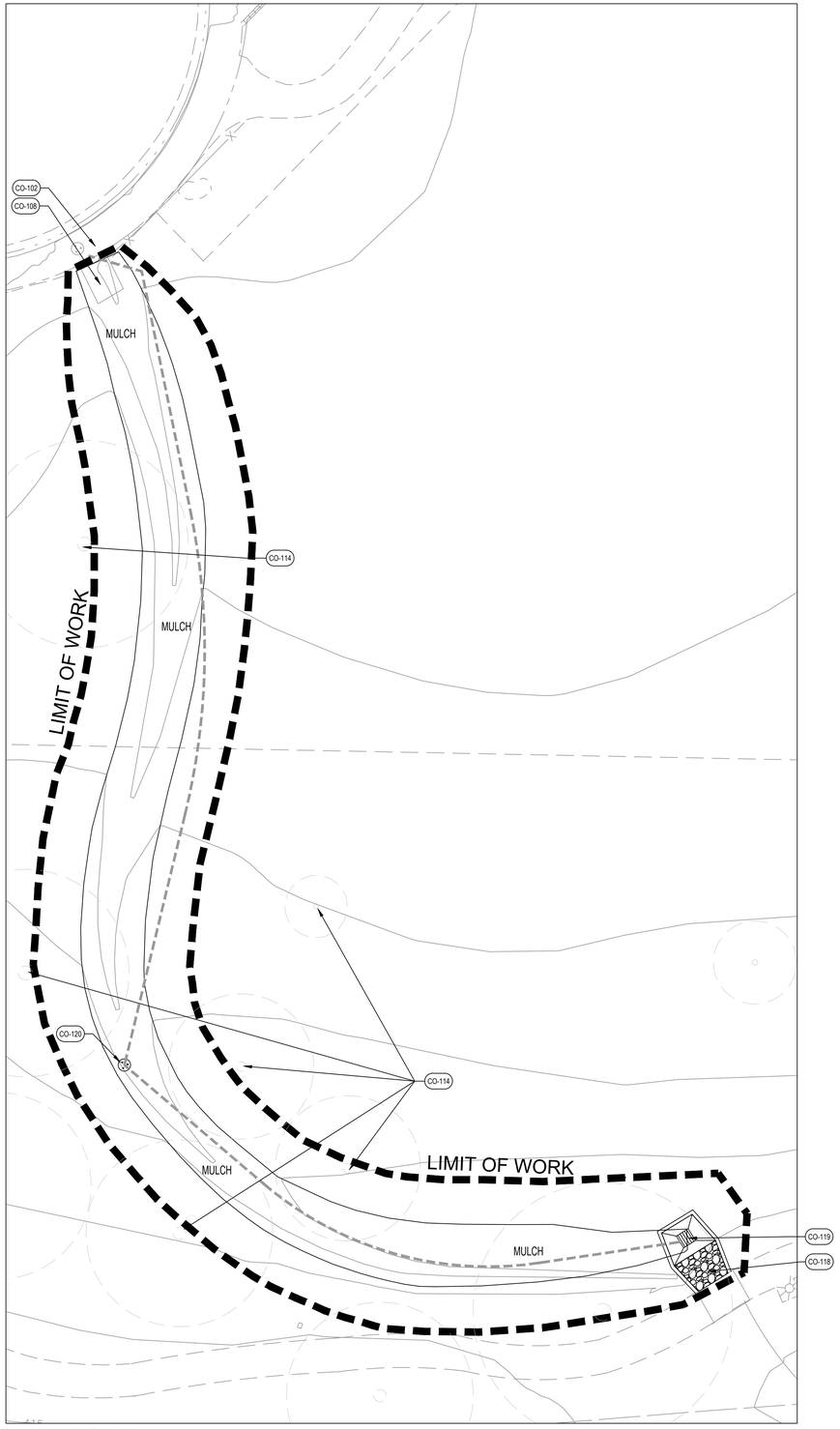
Scale	1"=10'-0"

Sheet Title
CONSTRUCTION PLAN - BASE BID

Sheet No
L-301



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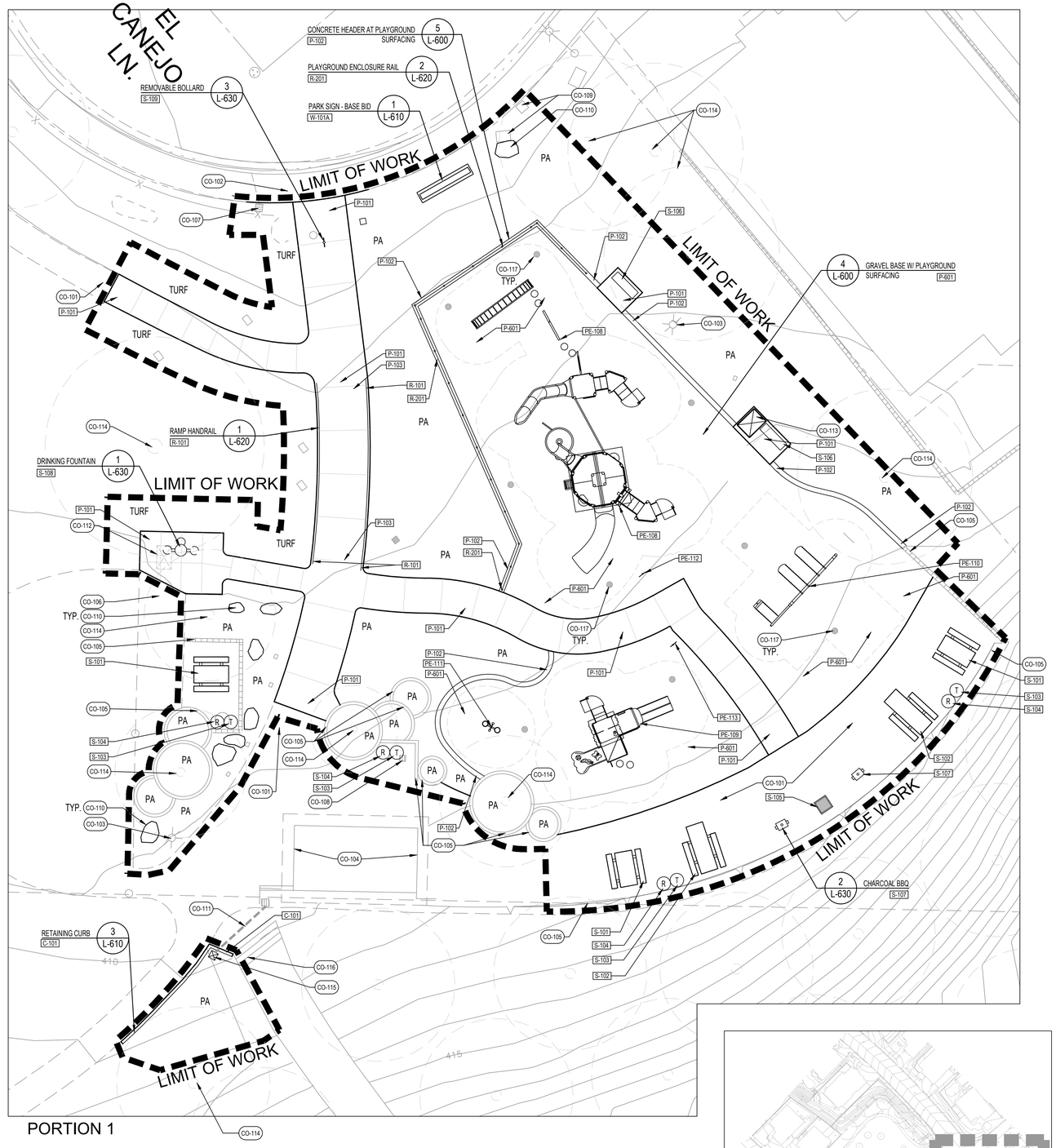
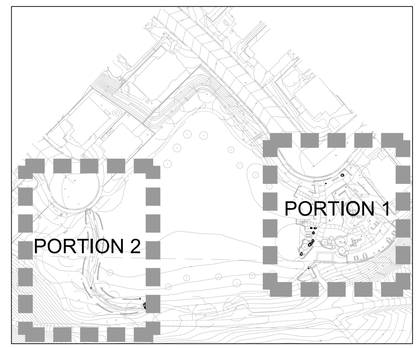


PORTION 1



KEYMAP

SEE SHEET L-300 FOR COMPLETE CONSTRUCTION SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'

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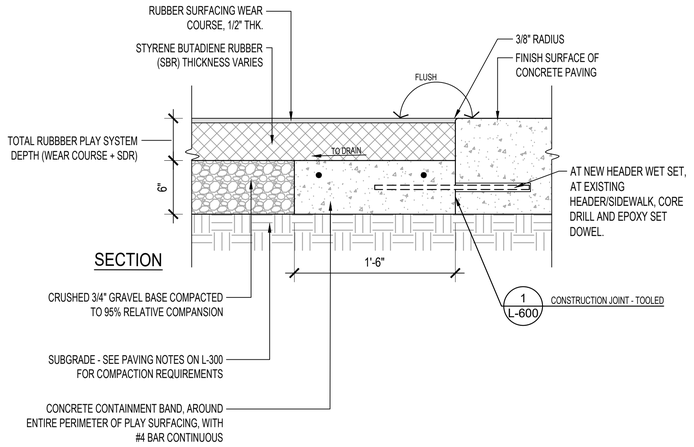
Checked	ES
Date	04/14/26
Scale	1"=10'-0"

Sheet Title
CONSTRUCTION PLAN - ADDITIVE BID

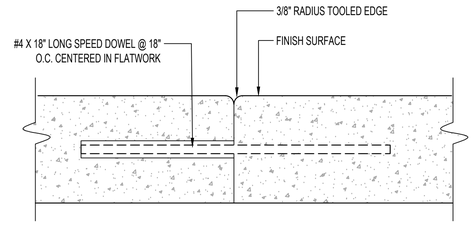
Sheet No
L-302



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"

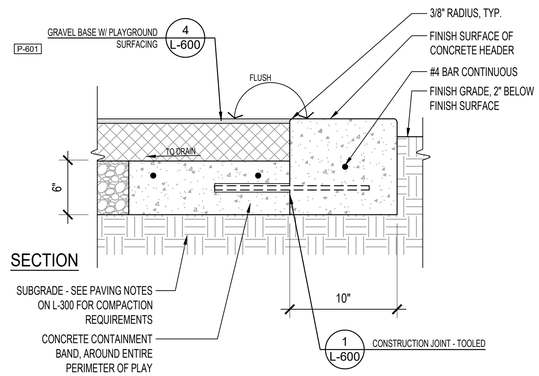


SECTION

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.

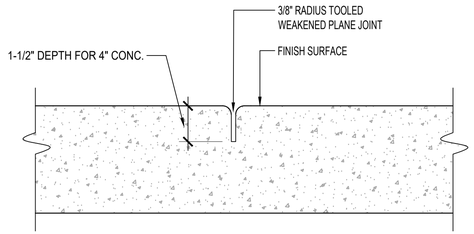
P-E-03

1 CONSTRUCTION JOINT - TOOLED 3" = 1'-0"



P-102 P-E-08

5 CONCRETE HEADER AT PLAYGROUND SURFACING 1 1/2" = 1'-0"

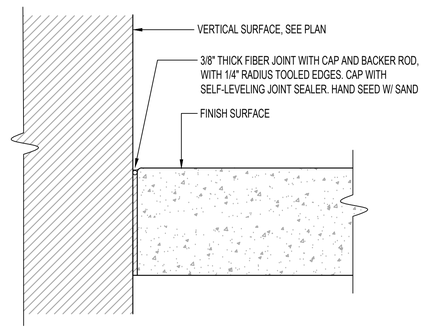


SECTION

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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Checked	ES
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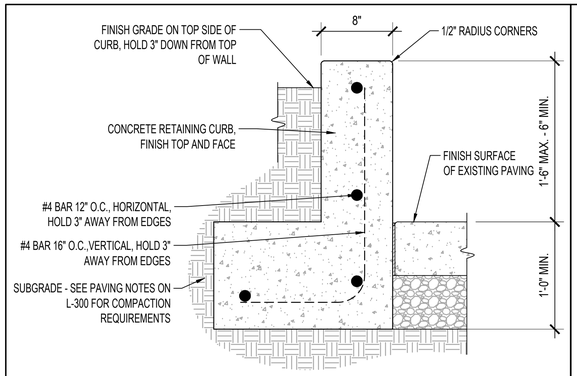
Scale	AS SHOWN

Sheet Title
CONSTRUCTION DETAILS - FLATWORK

Sheet No
L-600

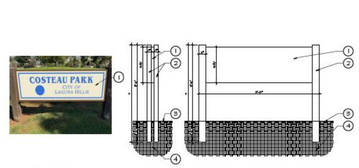


SECTION

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"

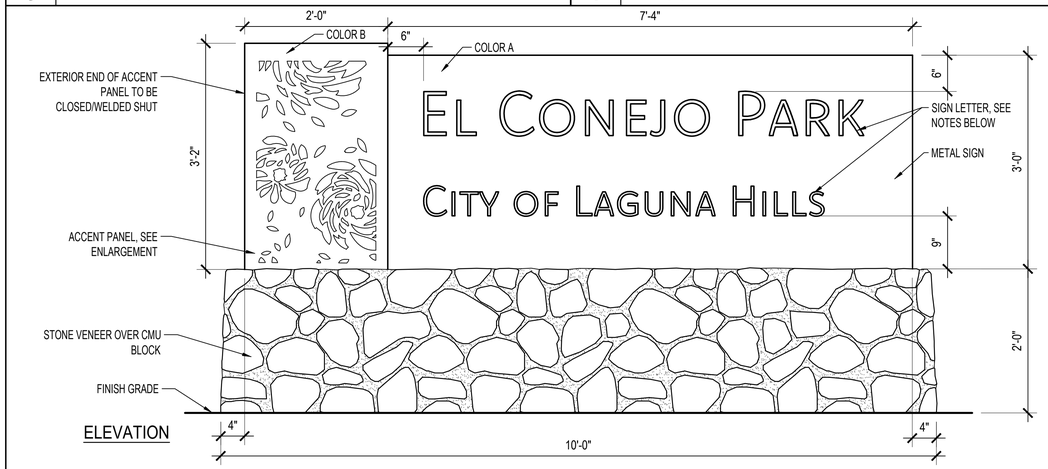


LEGEND:
1. 30"h HIGH x 104" WIDE x 2" THICK SINGLE SIDED, HDU SAND-BLASTED SIGN AVAILABLE FROM AMERICAN SIGNS, 714/545-2484. SIGN TO HAVE RAISED BORDER WITH RECESSED BACKGROUND TO BE SAND-BLASTED FINISH. INNER BORDER TO BE LEVEL WITH THE RECESSED & PAINTED BLUE TO MATCH RAISED TEXT. OUTSIDE RAISED BORDER TO BE PAINTED DARK BROWN. CIRCLE TO RECEIVE CITY LOGO TO BE LEVEL WITH THE RECESSED BACKGROUND WITH SMOOTH FINISH. PARK NAME TO READ "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.

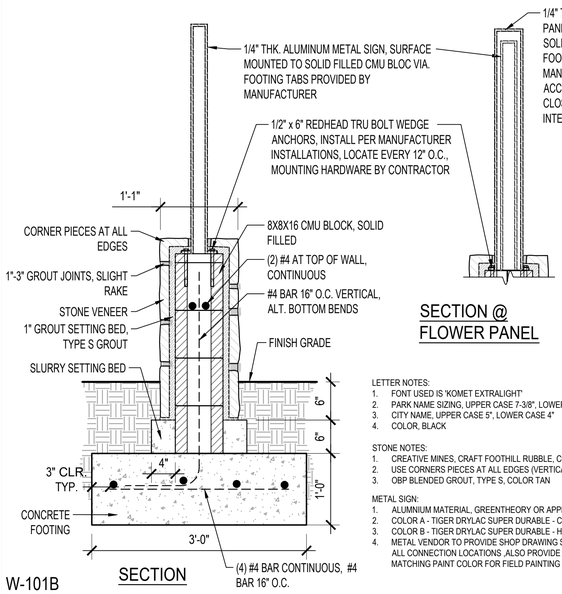
NOTE:
CITY TO PROVIDE FURTHER DETAIL ON SIGN REQUIREMENTS.

W-101A P-E-39

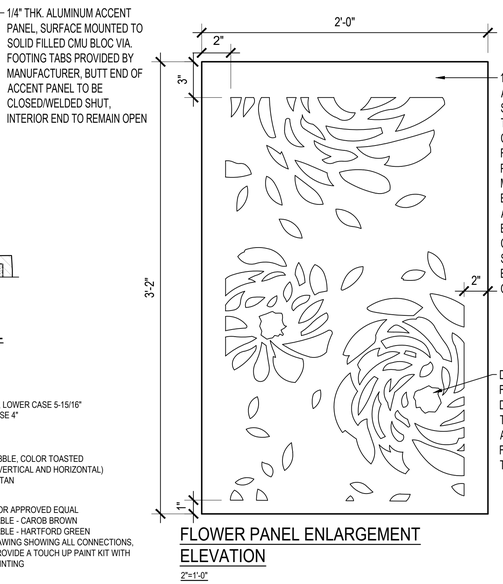
1 PARK SIGN - BASE BID N.T.S.



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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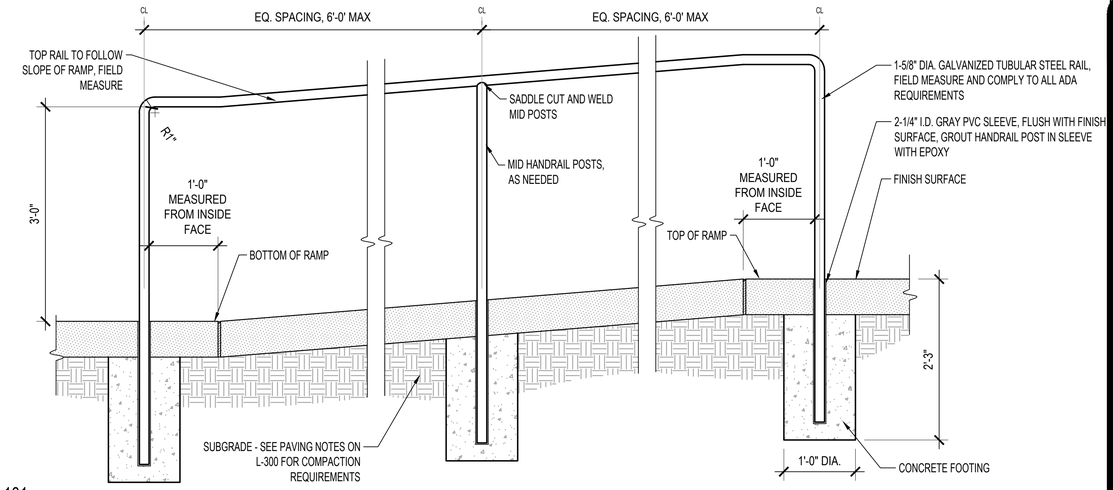
24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019E
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	AS SHOWN

Sheet Title
CONSTRUCTION DETAILS - WALLS

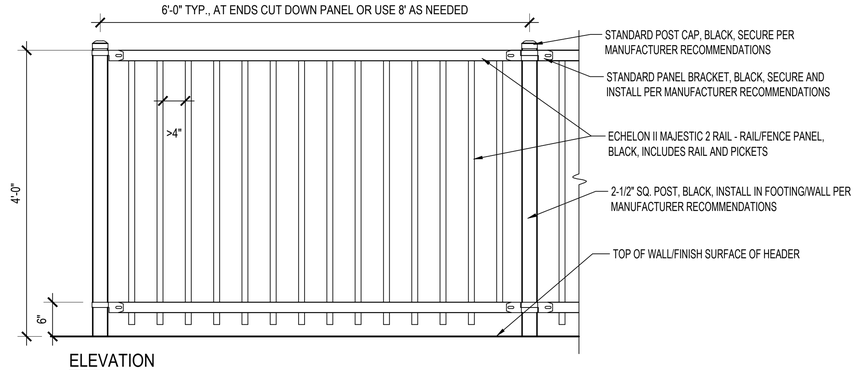
Sheet No
L-610



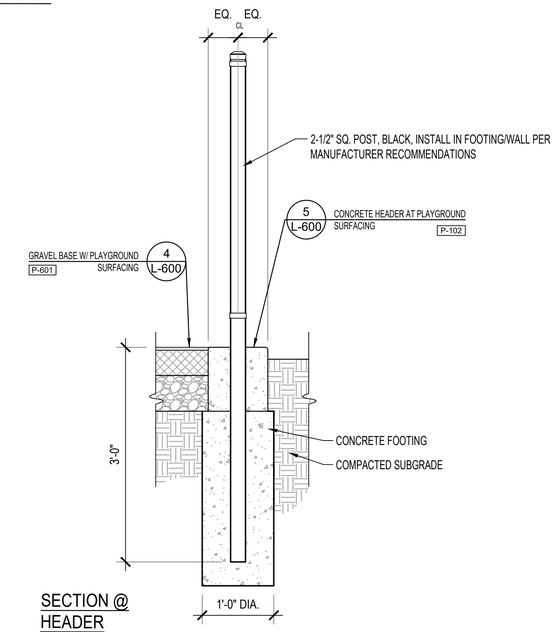
R-101

P-E-09

1 RAMP HANDRAIL 1" = 1'-0"



ELEVATION



SECTION @ HEADER

R-201

P-E-11

2 PLAYGROUND ENCLOSURE RAIL 1" = 1'-0"

Landscape Architect

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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		

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
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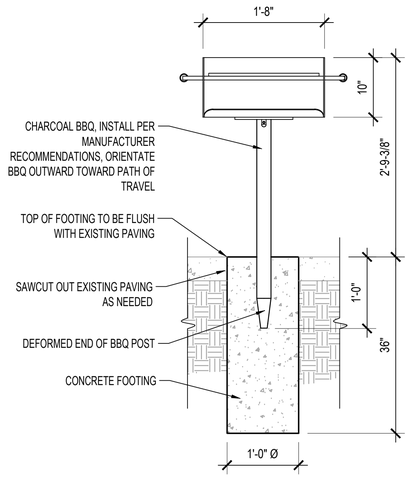
Scale	AS SHOWN

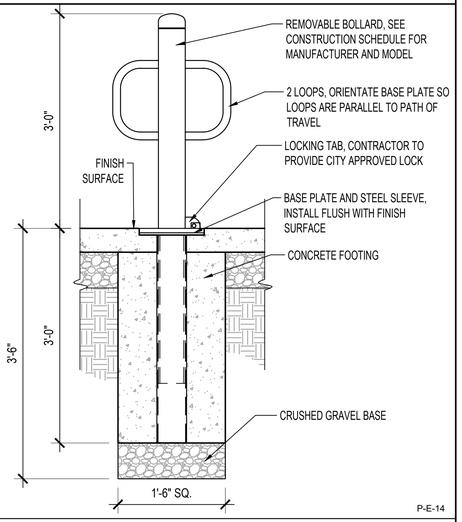
Sheet Title
CONSTRUCTION DETAILS – METALWORK

Sheet No
L-620



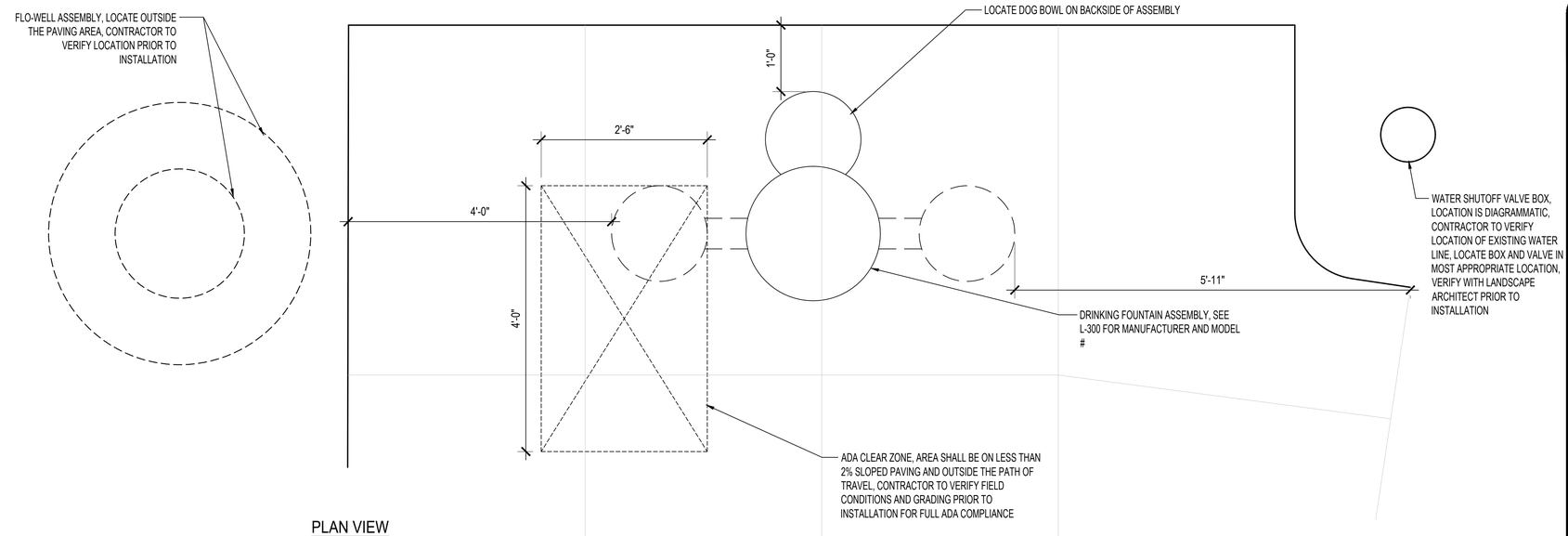
S-107 P-E-13

2 CHARCOAL BBQ 1" = 1'-0"



S-109 P-E-14

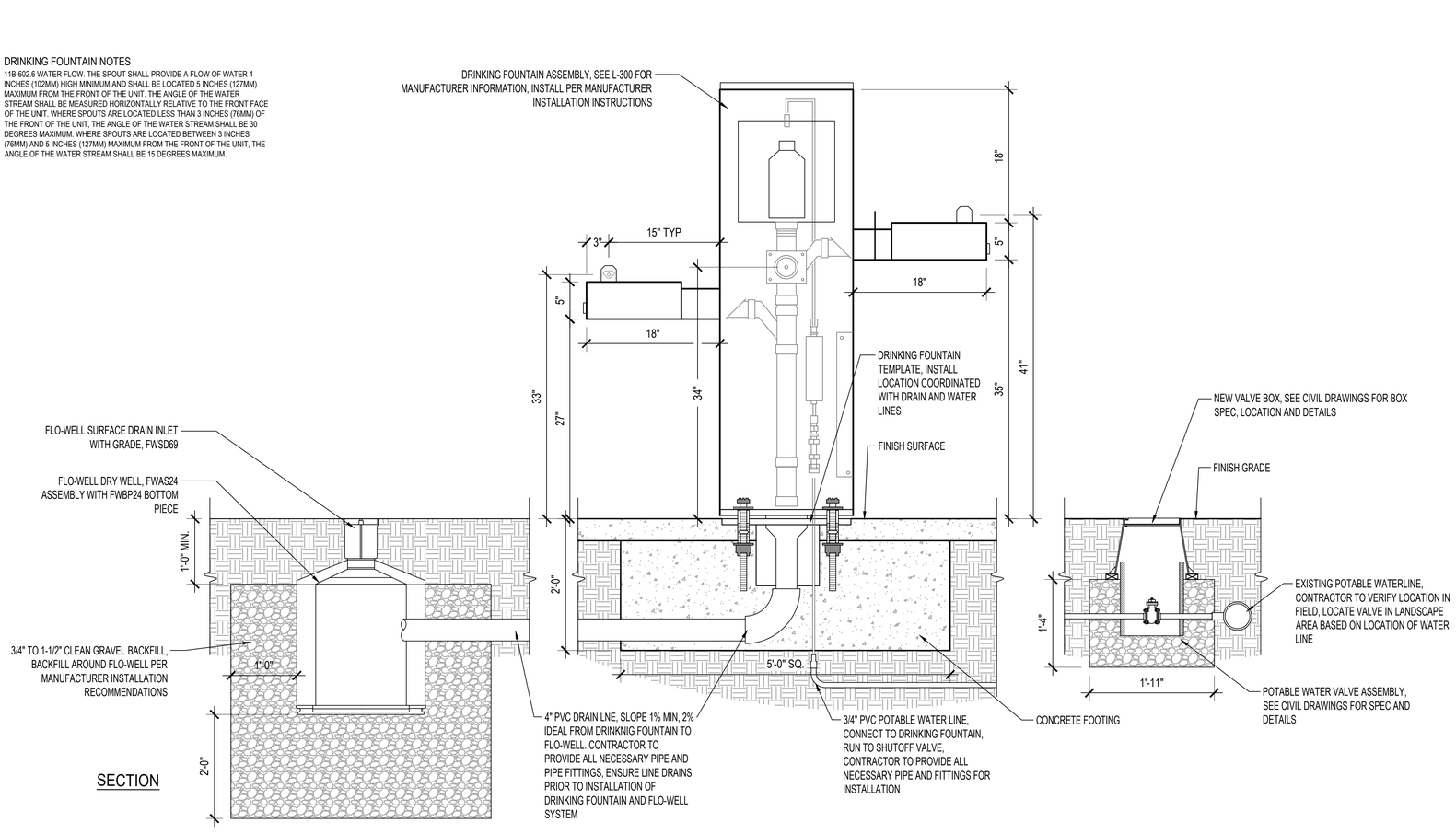
3 REMOVABLE BOLLARD 1" = 1'-0"



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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Laguna Hills Public Works
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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:

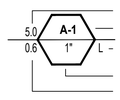
1. PIPE SLEEVES AND CONTROL WIRE CONDUITS ARE REQUIRED FOR ALL IRRIGATION PIPING AND CONTROL WIRES INSTALLED UNDER PAVING. REFER TO IRRIGATION SLEEVE SIZES CHART FOR IRRIGATION SLEEVE SIZE AND TO CONTROL WIRE SIZING CHART FOR CONTROL WIRE SLEEVE SIZE - TYP.
2. FOR DRAWING CLARITY ALL IRRIGATION SLEEVES 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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Revisions

No	Date	Description

EL CONEJO PARK
25601 El Conejo Ln,
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Project No	24-019E
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Scale	NONE

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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SIGNATURE
04/2027
RENEWAL DATE
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DATE
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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

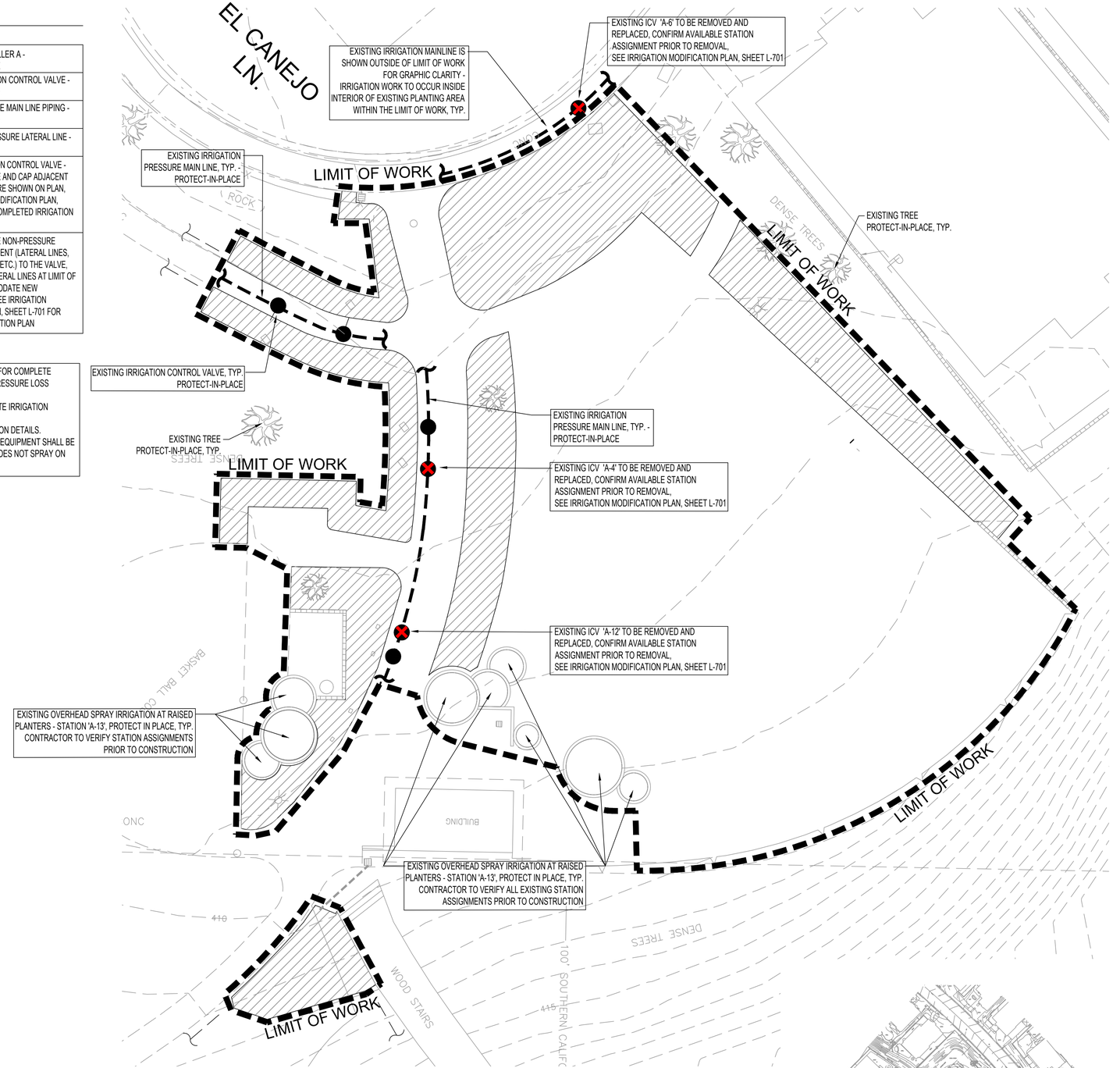
Sheet No
L-700B

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

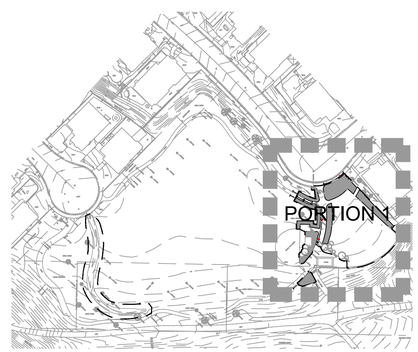
1. REFER TO SHEET L-700A AND L-700B FOR COMPLETE IRRIGATION LEGEND, NOTES, AND PRESSURE LOSS CALCULATIONS.
2. REFER TO SHEET L-701 FOR COMPLETE IRRIGATION MODIFICATION PLAN.
3. REFER TO SHEET L-750 FOR IRRIGATION DETAILS.
4. AUTOMATIC LANDSCAPE IRRIGATION EQUIPMENT SHALL BE INSTALLED IN SUCH A WAY THAT IT DOES NOT SPRAY ON THE HARDSCAPE.



PORTION 1

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'



KEYMAP

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Sheet Title
IRRIGATION DEMO PLAN

Sheet No
L-700C

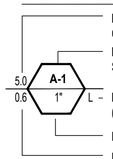
IRRIGATION CONSTRUCTION MODIFICATION NOTES

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.
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
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

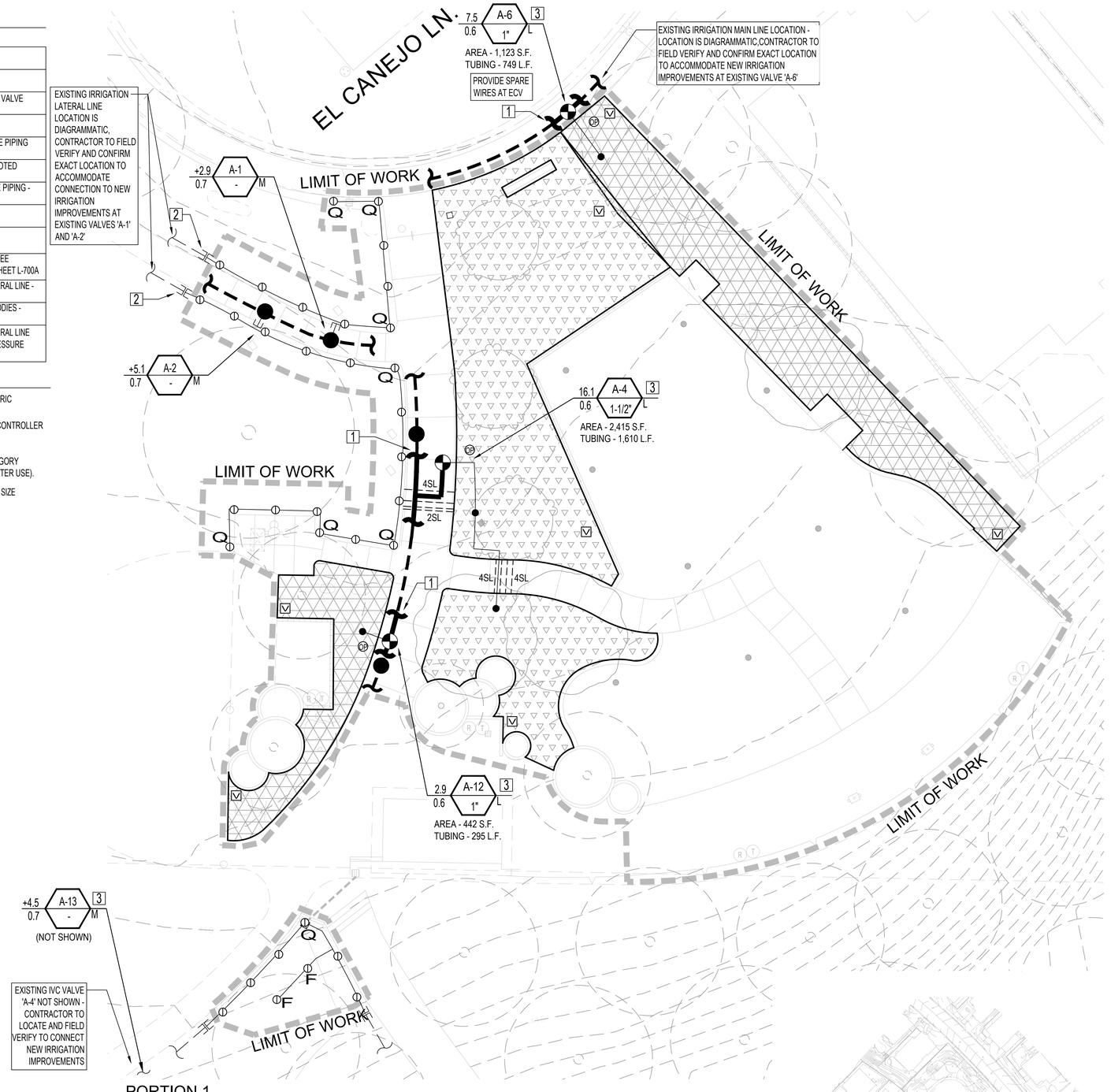
VALVE CALLOUT LEGEND

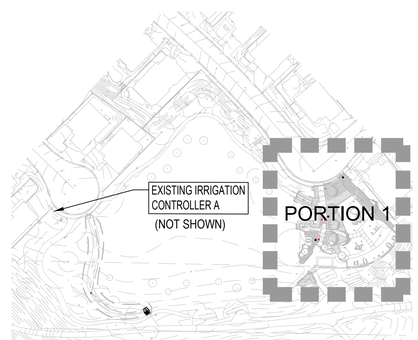


IRRIGATION CONSTRUCTION NOTES

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

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'

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Laguna Hills, CA 92653

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 – BASE BID

Sheet No
L-701

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.
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●	EXISTING ELECTRIC CONTROL VALVE
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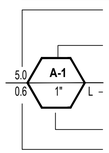
	EXISTING PRESSURE MAIN LINE PIPING
	PRESSURE MAIN LINE - SIZE NOTED
	NON-PRESSURE LATERAL LINE PIPING - SIZE NOTED
	WIRE SLEEVE - SIZE NOTED
	PIPE SLEEVE - SIZE NOTED
Q	OVERHEAD SPRAY NOZZLES - SEE "SPRAY SPRINKLER LEGEND" SHEET L-700A
	EXISTING NON-PRESSURE LATERAL LINE - PROTECT-IN-PLACE
	EXISTING 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
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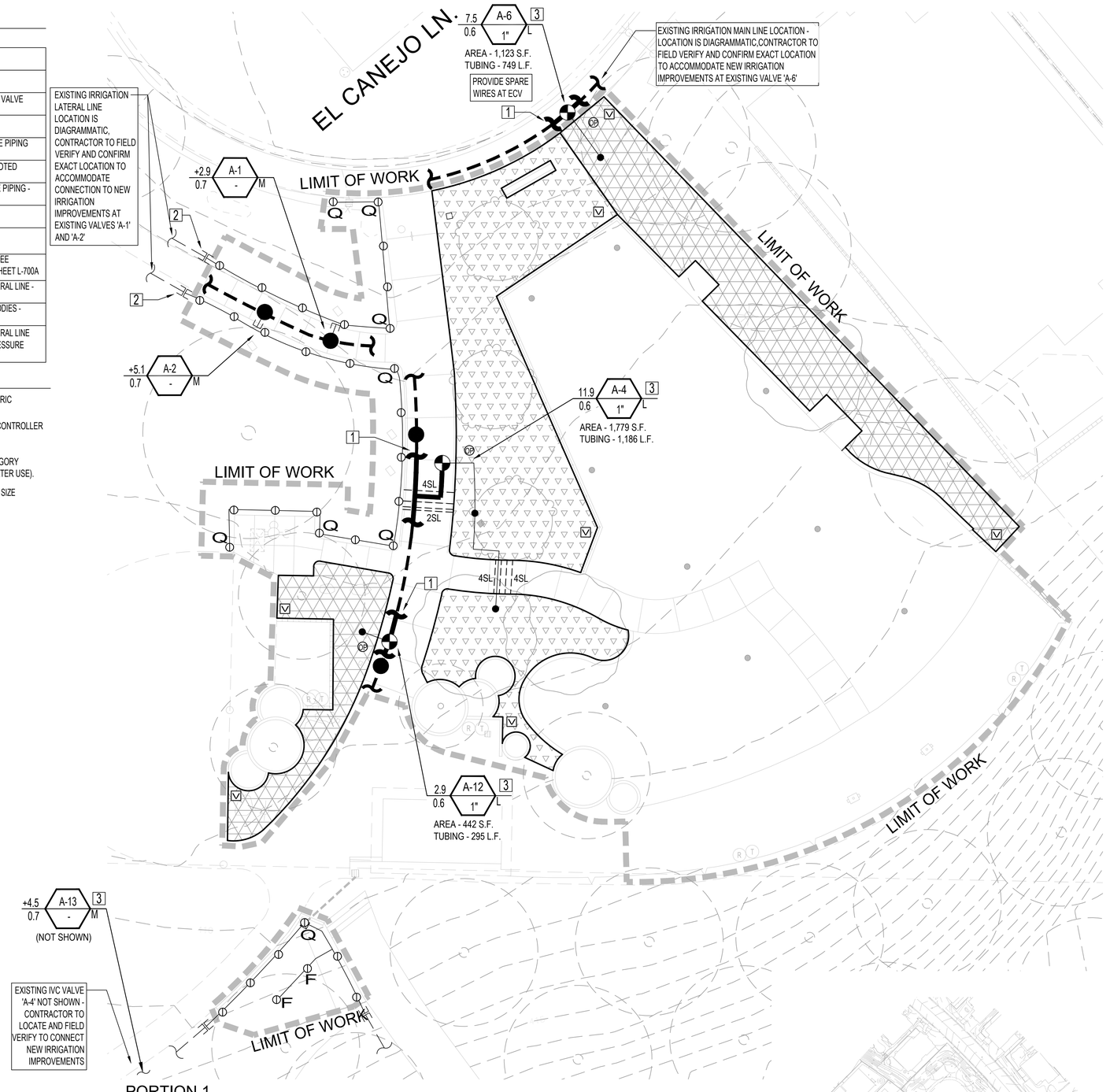

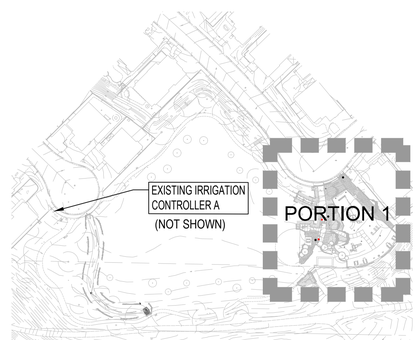

KEYMAP

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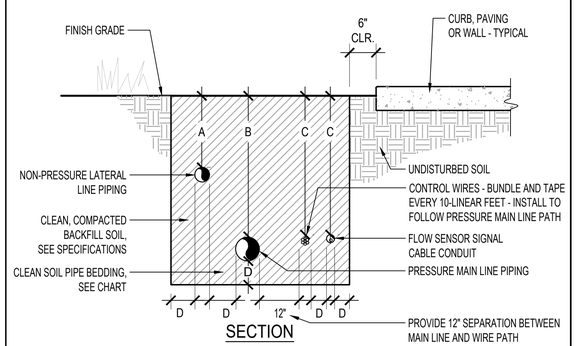
Sheet Title
IRRIGATION MODIFICATION PLAN - ADDITIVE BID

Sheet No
L-702



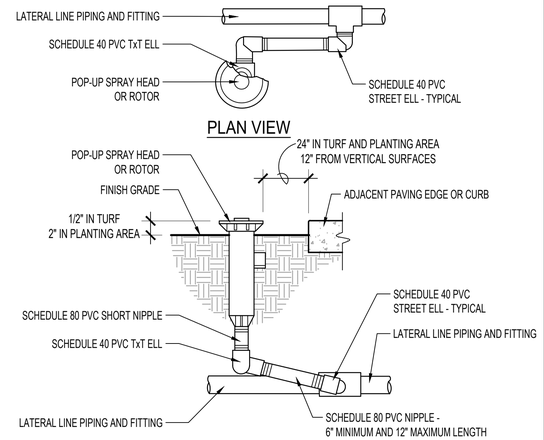
SECTION

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		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.



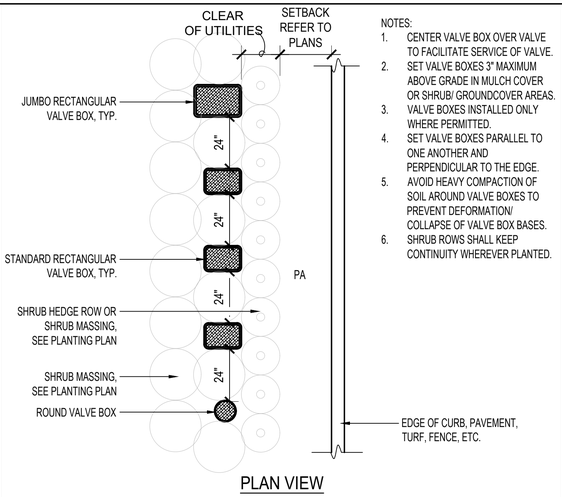
PLAN VIEW

SECTION

NOTE:
1. USE TEFLON TAPE ON ALL THREADED FITTINGS.

P-E-32

7 POP-UP SPRINKLER N.T.S.

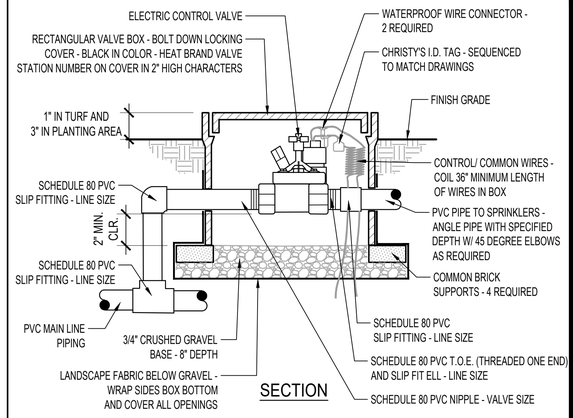


NOTES:
1. CENTER VALVE BOX OVER VALVE TO FACILITATE SERVICE OF VALVE.
2. SET VALVE BOXES 3" MAXIMUM ABOVE GRADE IN MULCH COVER OR SHRUB/ GROUNDCOVER AREAS.
3. VALVE BOXES INSTALLED ONLY WHERE PERMITTED.
4. SET VALVE BOXES PARALLEL TO ONE ANOTHER AND PERPENDICULAR TO THE EDGE.
5. AVOID HEAVY COMPACTION 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.

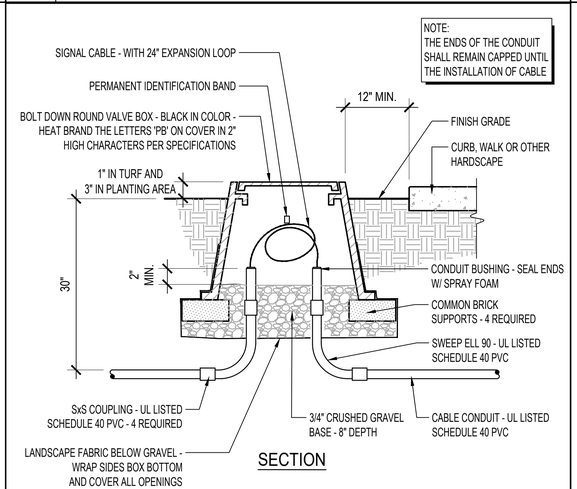
P-E-27

5 3M "DBR/Y-6" WIRE CONNECTOR N.T.S.

SECTION

P-E-25

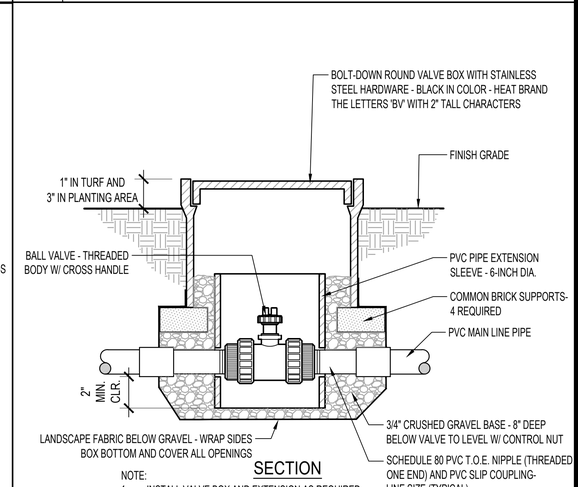
2 ELECTRIC CONTROL VALVE - DRIP N.T.S.



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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04/13/26
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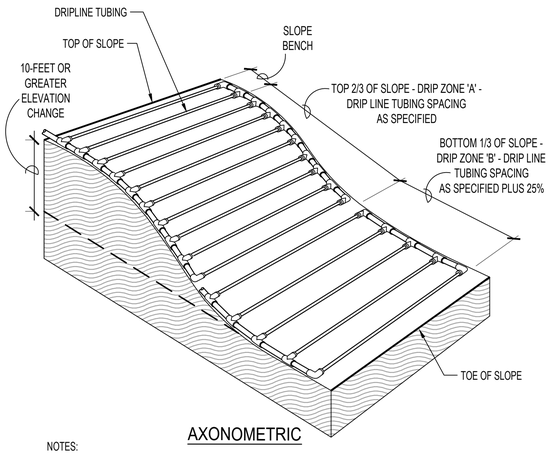
EL CONEJO PARK
25601 El Conejo Ln,
Laguna Hills, CA 92653

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
IRRIGATION DETAILS

Sheet No
L-750

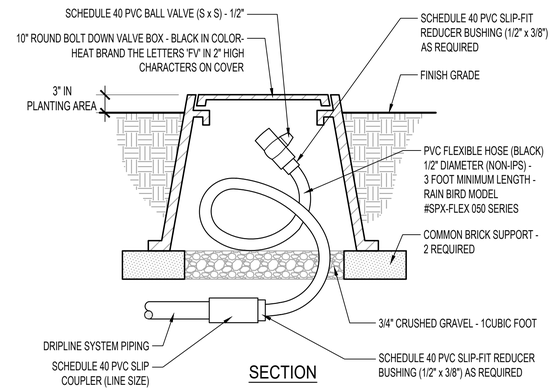


AXONOMETRIC

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

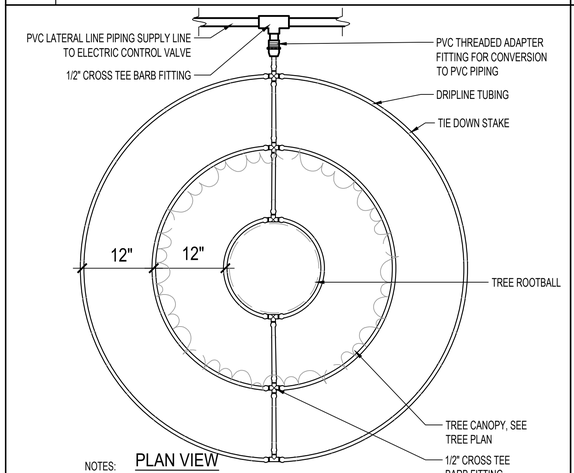
4 DRIP IRRIGATION ON SLOPE N.T.S.



SECTION

P-E-28

1 FLUSHOUT - DRIP SYSTEM N.T.S.

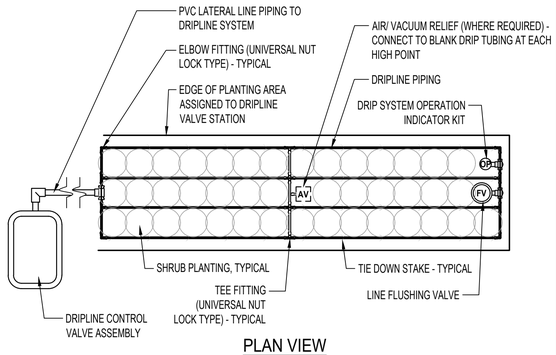


PLAN VIEW

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.

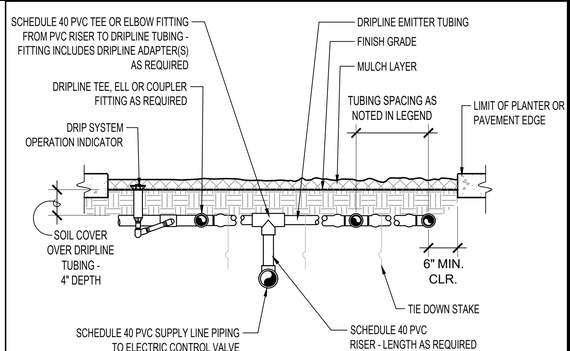


PLAN VIEW

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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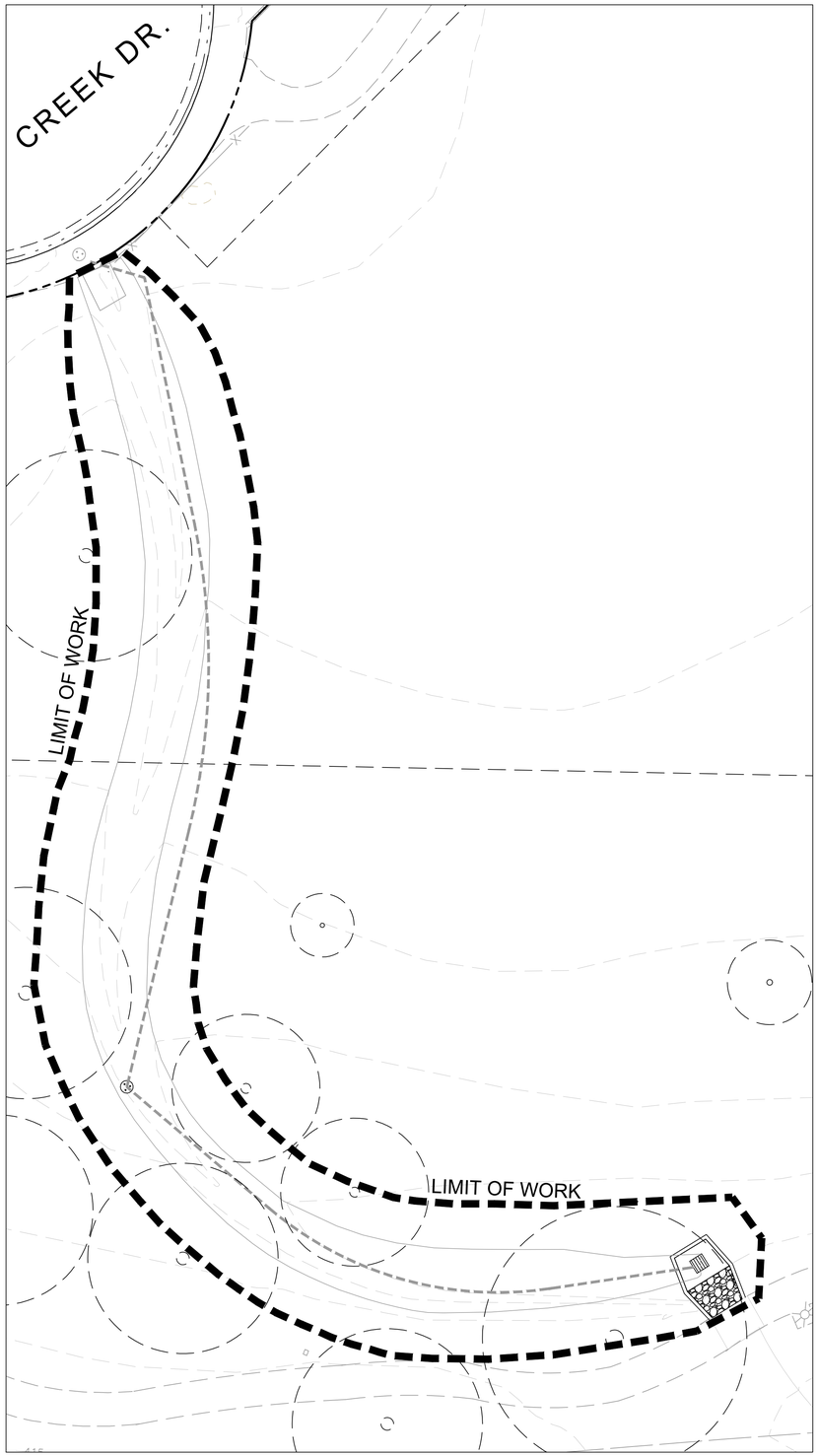
Scale	NONE

Sheet Title
PLANTING SCHEDULE AND NOTES

Sheet No
L-800



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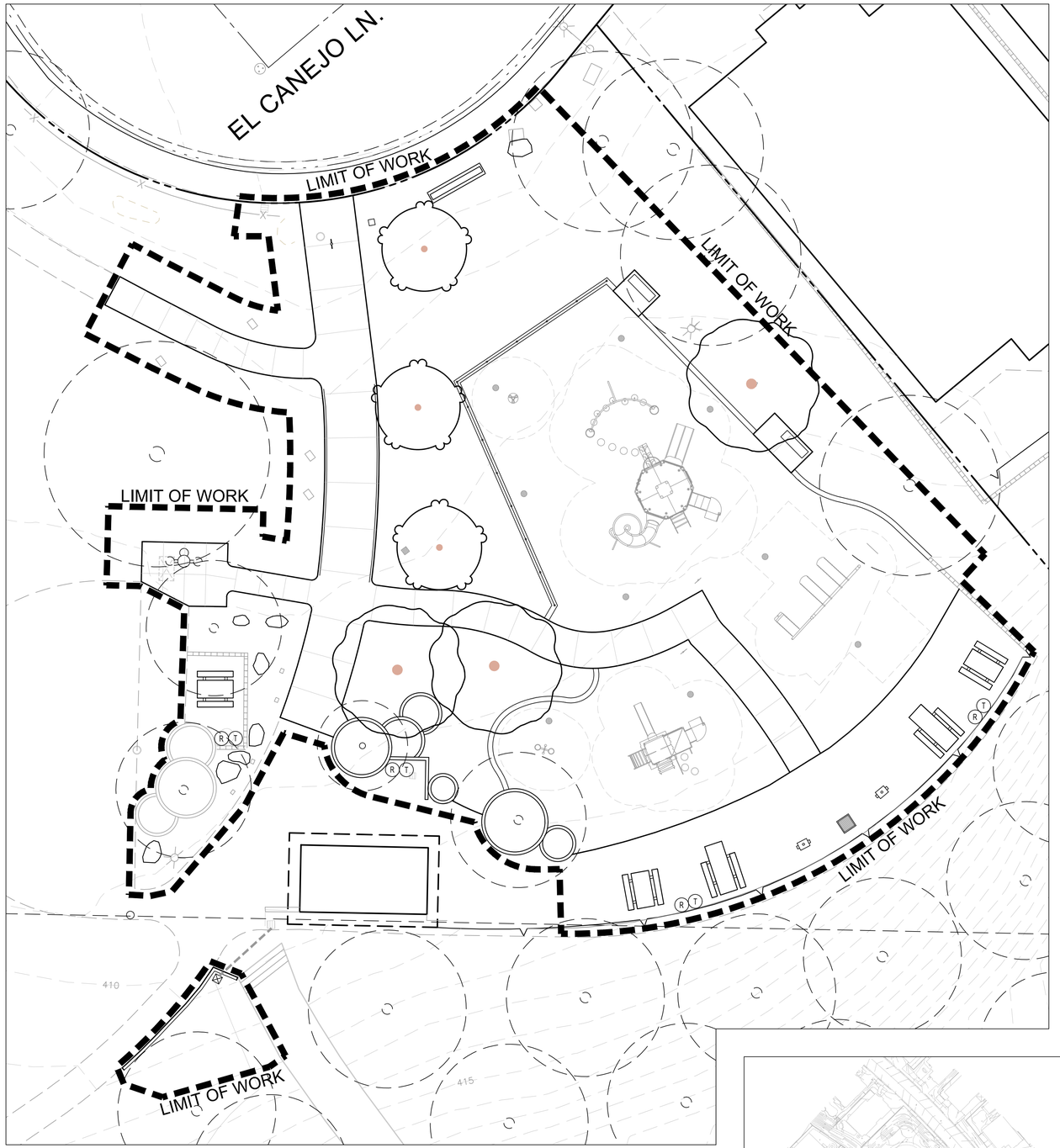

PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
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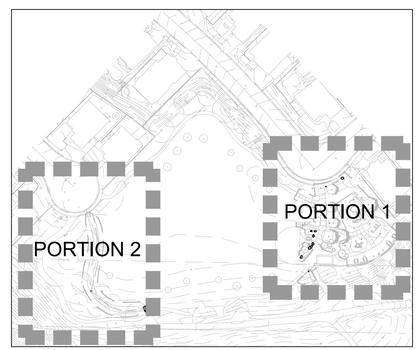

KEYMAP

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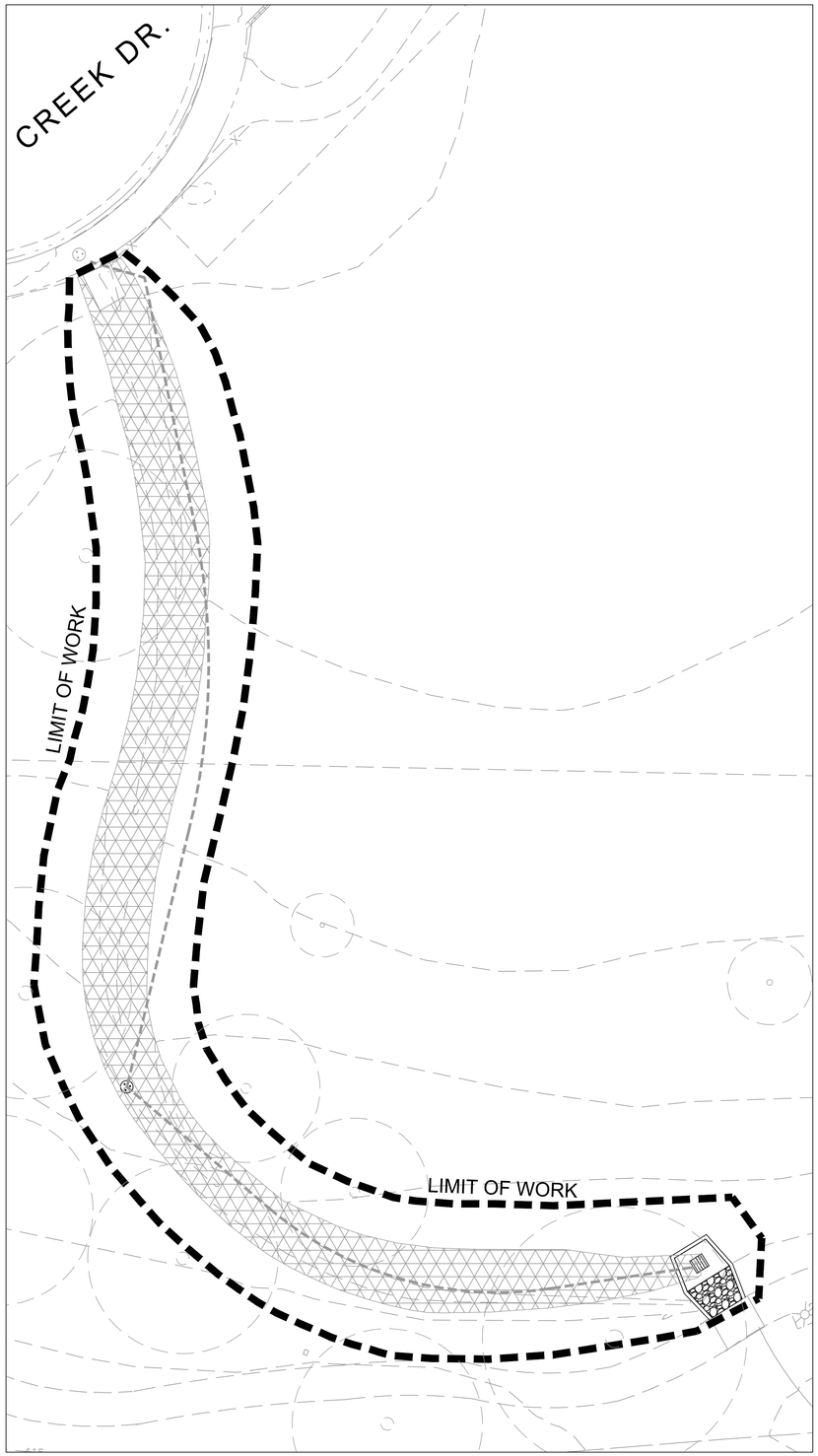
Sheet Title
TREE PLANTING PLAN - BASE BID

Sheet No
L-801



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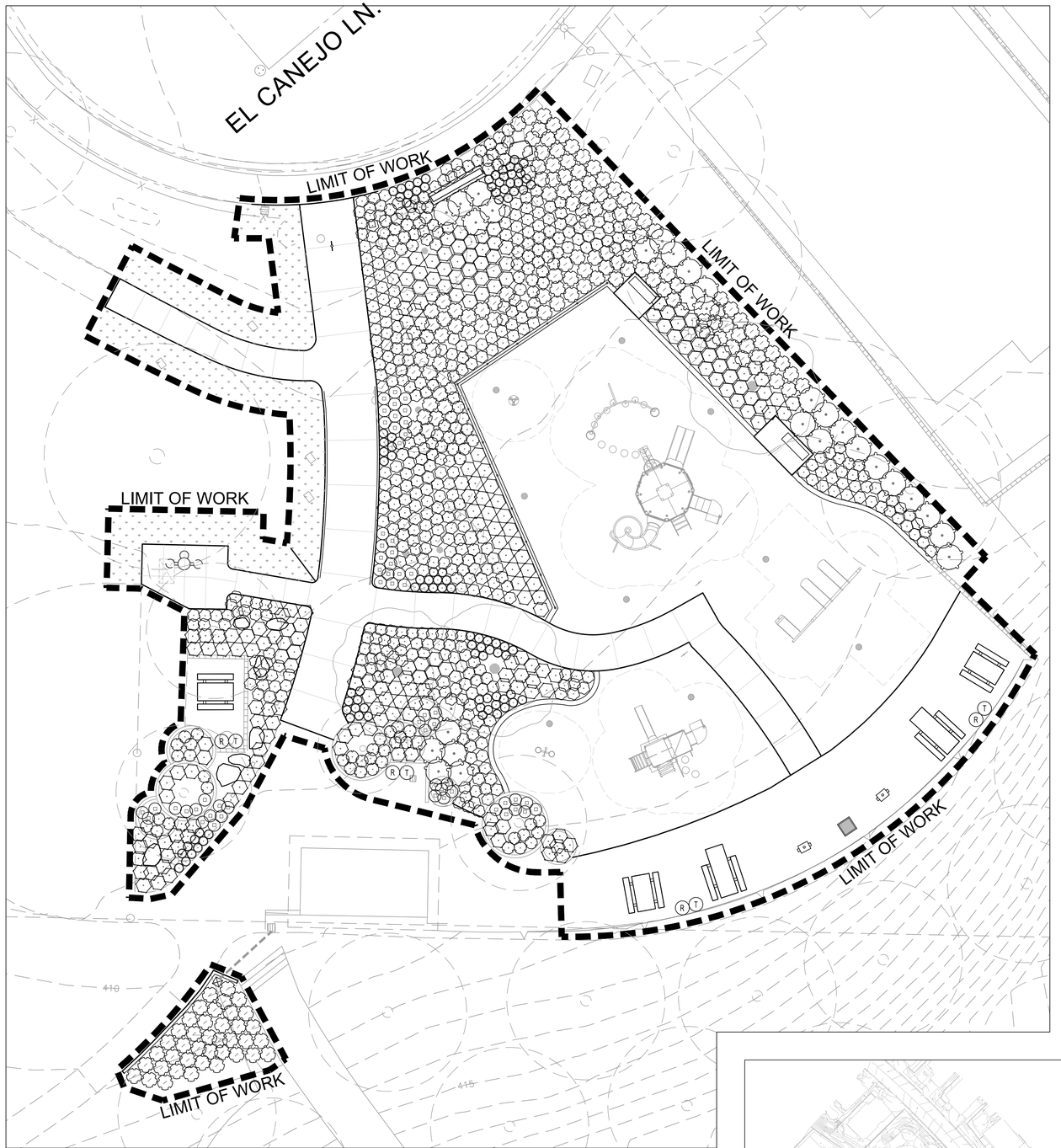

PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

NORTH

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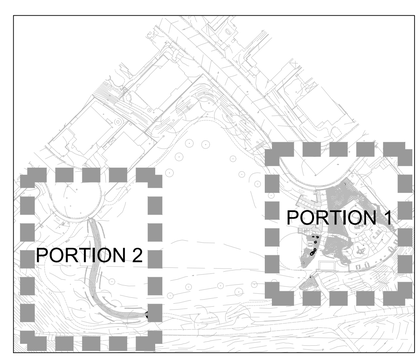

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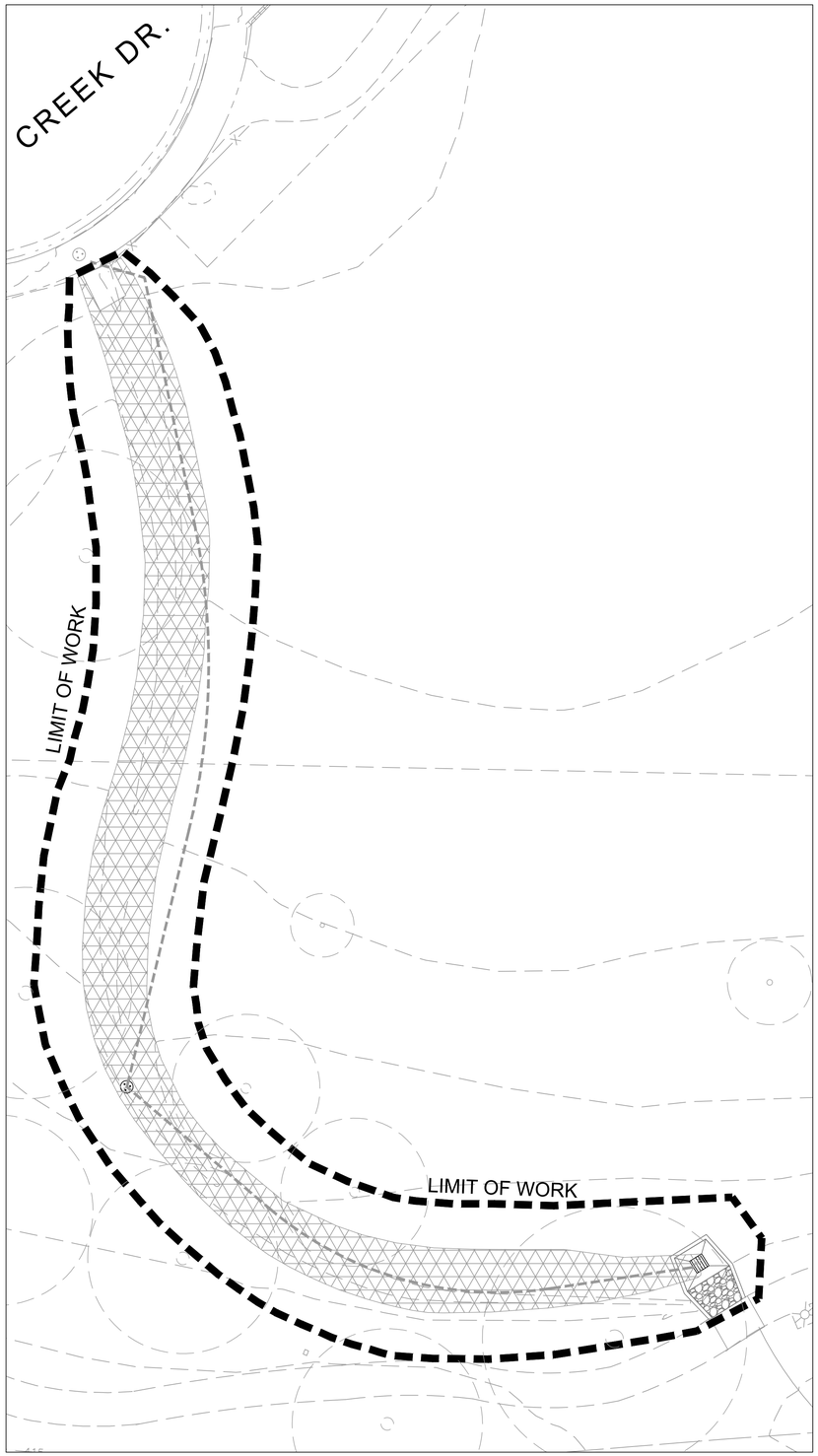
Sheet Title
SHRUB PLANTING PLAN - BASE BID

Sheet No
L-901



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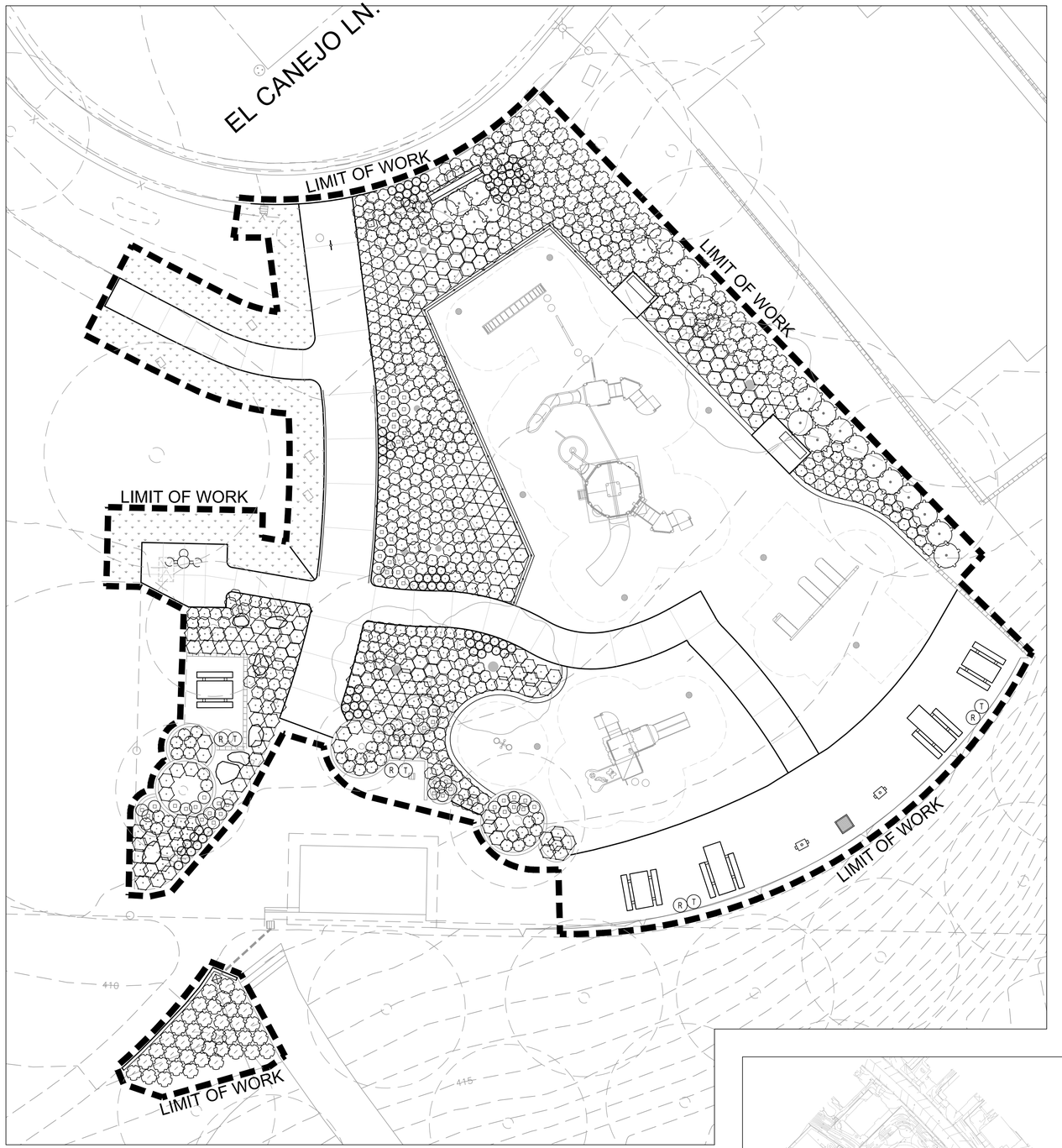

PORTION 1

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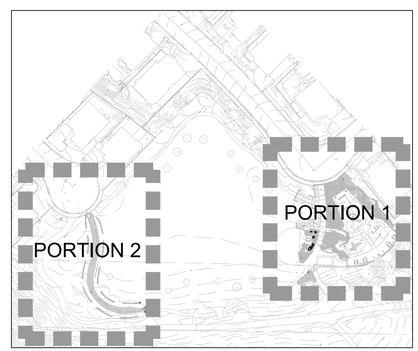

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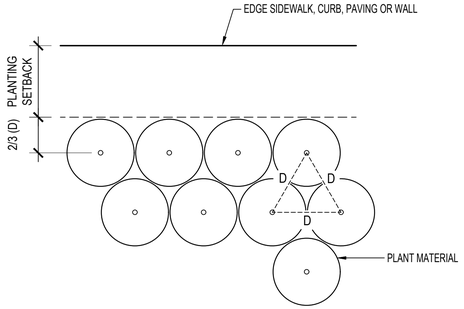
Sheet Title
SHRUB PLANTING PLAN - ADDITIVE BID

Sheet No
L-902



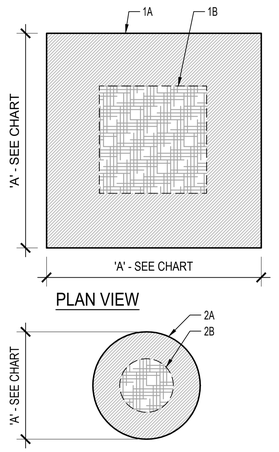
PLAN VIEW

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

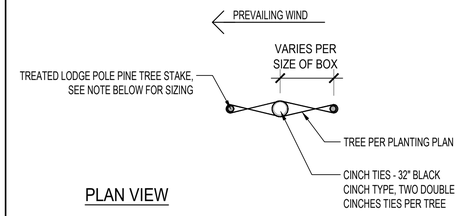
PLAN VIEW

BOX TREES
1A - PLANT PIT TO BE SQUARE, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
1B - ROOTBALL

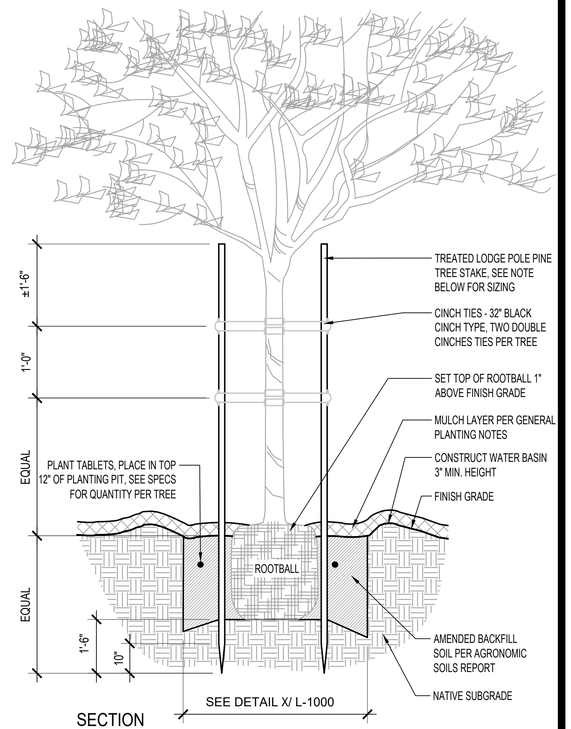
CONTAINER PLANTS
2A - PLANT PIT TO BE ROUND, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
2B - ROOTBALL

P-E-19

4 PLANT PIT DIMENSIONS 3/4" = 1'-0"



PLAN VIEW

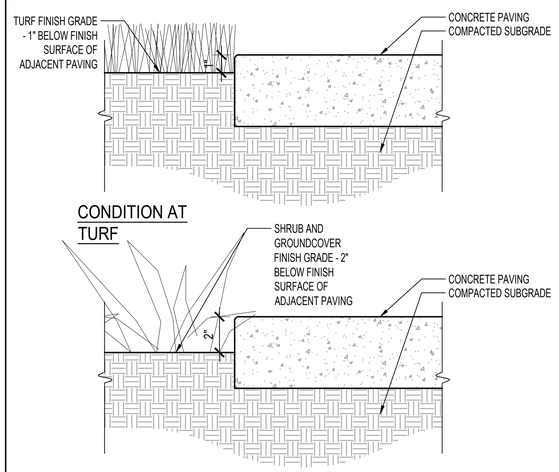


SECTION

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"

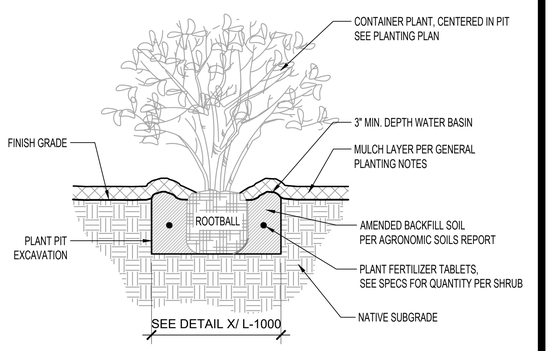


CONDITION AT TURF

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
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

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	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

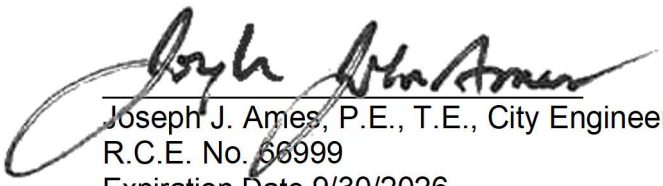
DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626

August 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
EL CONEJO PARK REHABILITATION

Approved By:



Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2026

08/25/2026
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 **10:30 a.m. on Thursday, October 1, 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, September 15, 2026 at 10:30 a.m.** ***Site Address: 25601 El Conejo Lane, Laguna Hills, California 92653.*** The meeting is **mandatory**.

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 28h day of August, 2026.

City of Laguna Hills, California

BY _____
JOSHUA STEVENSON, 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.

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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

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.

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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.

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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.

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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.

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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. 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

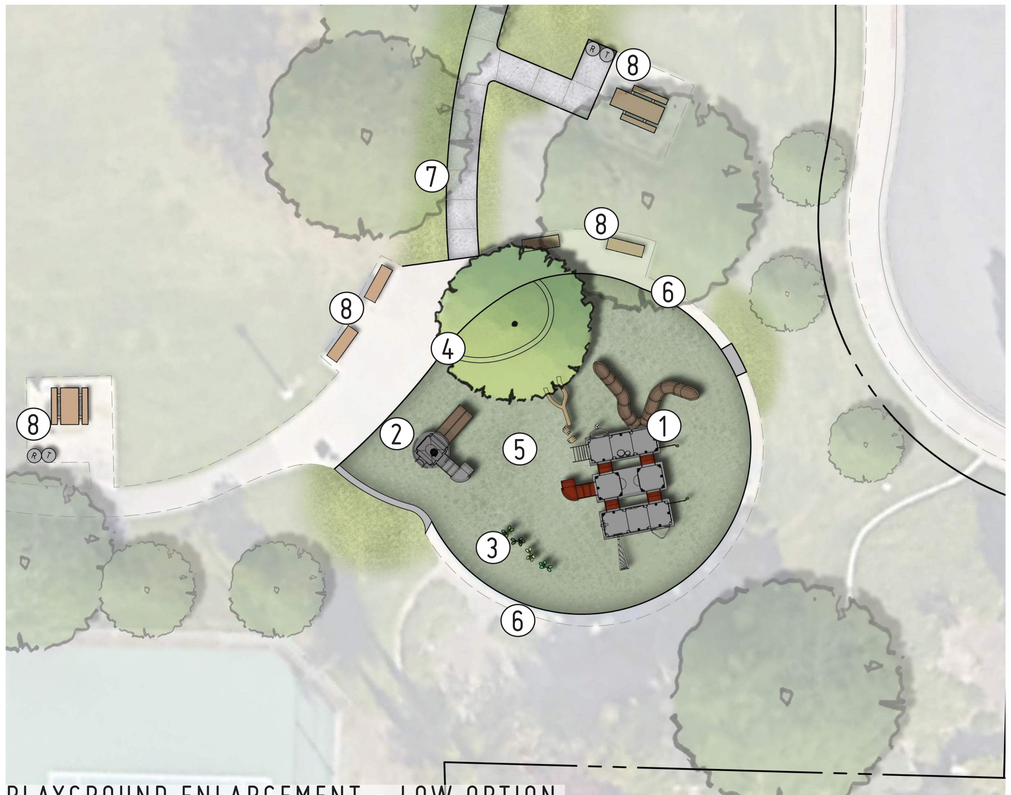
1. NEW DRINKING FOUNTAIN WITH DOG BOWL AND PAVING REPLACEMENT TO BE ADA COMPLIANT
2. NEW PARK SIGN
3. TENNIS COURT CONCRETE PATH REMOVED AND REPLACED TO BE ADA COMPLIANT
4. UPDATE PLAYGROUND ZONE, SEE ENLARGEMENT
5. CONCRETE PATHS REMOVED AND REPLACED TO BE ADA COMPLIANT – ADDITIVE ALTERNATE BID #1
6. 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

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Contact: Shaun Johnson
Phone: (714) 641-1300
sjonson@dvdcreative.com

Civil Engineer
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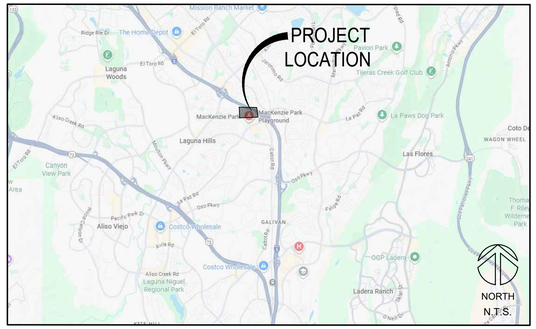
Phone: (714) 740-8840
Surender@dmsconsultantsinc.com

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

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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

811 Know what's below. Call before you dig.

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
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

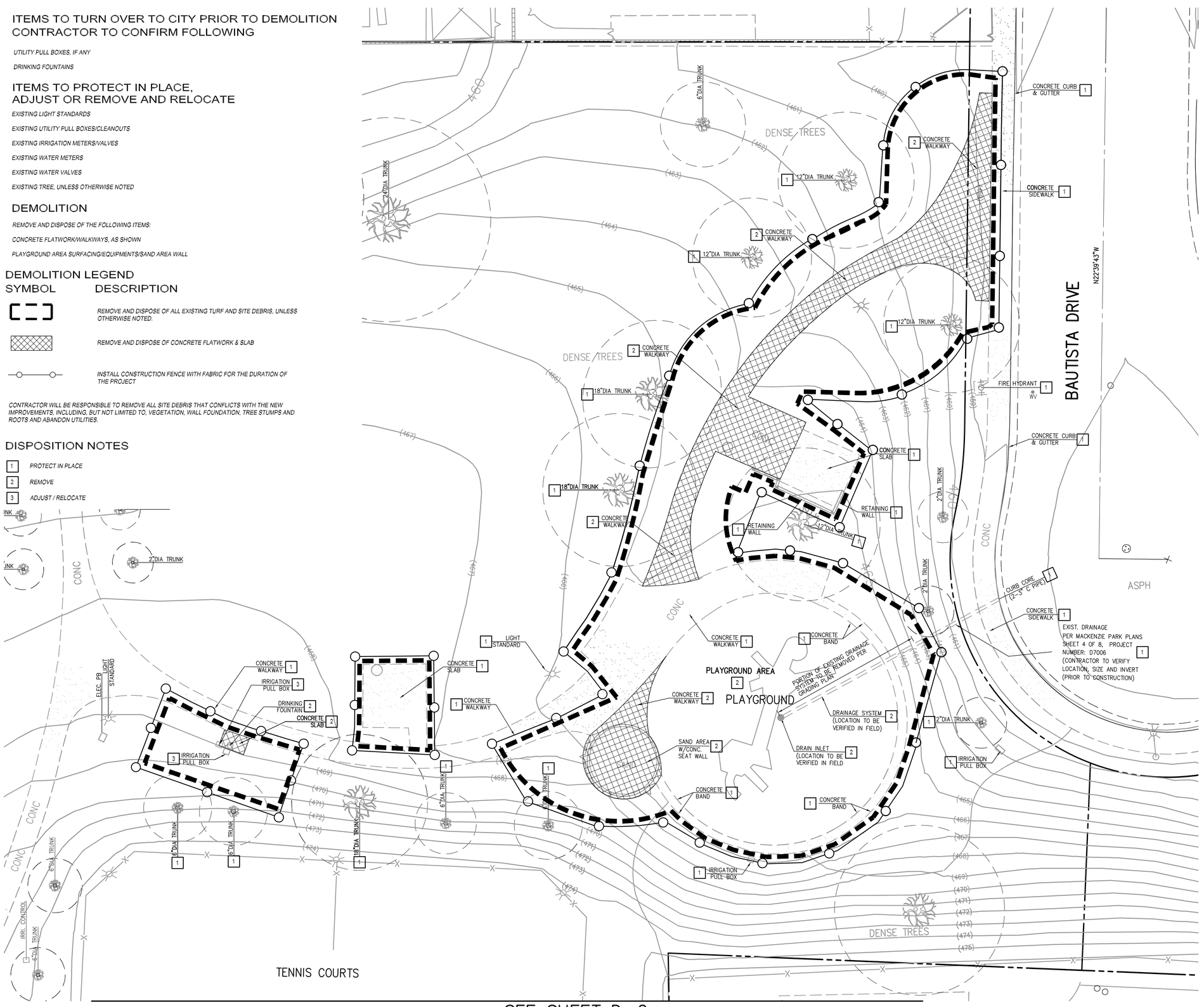
CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ALL SITE DEBRIS THAT CONFLICTS WITH THE NEW IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, VEGETATION, WALL FOUNDATION, TREE STUMPS AND ROOTS AND ABANDON UTILITIES.

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'

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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
Drawn	
Checked	
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Scale	

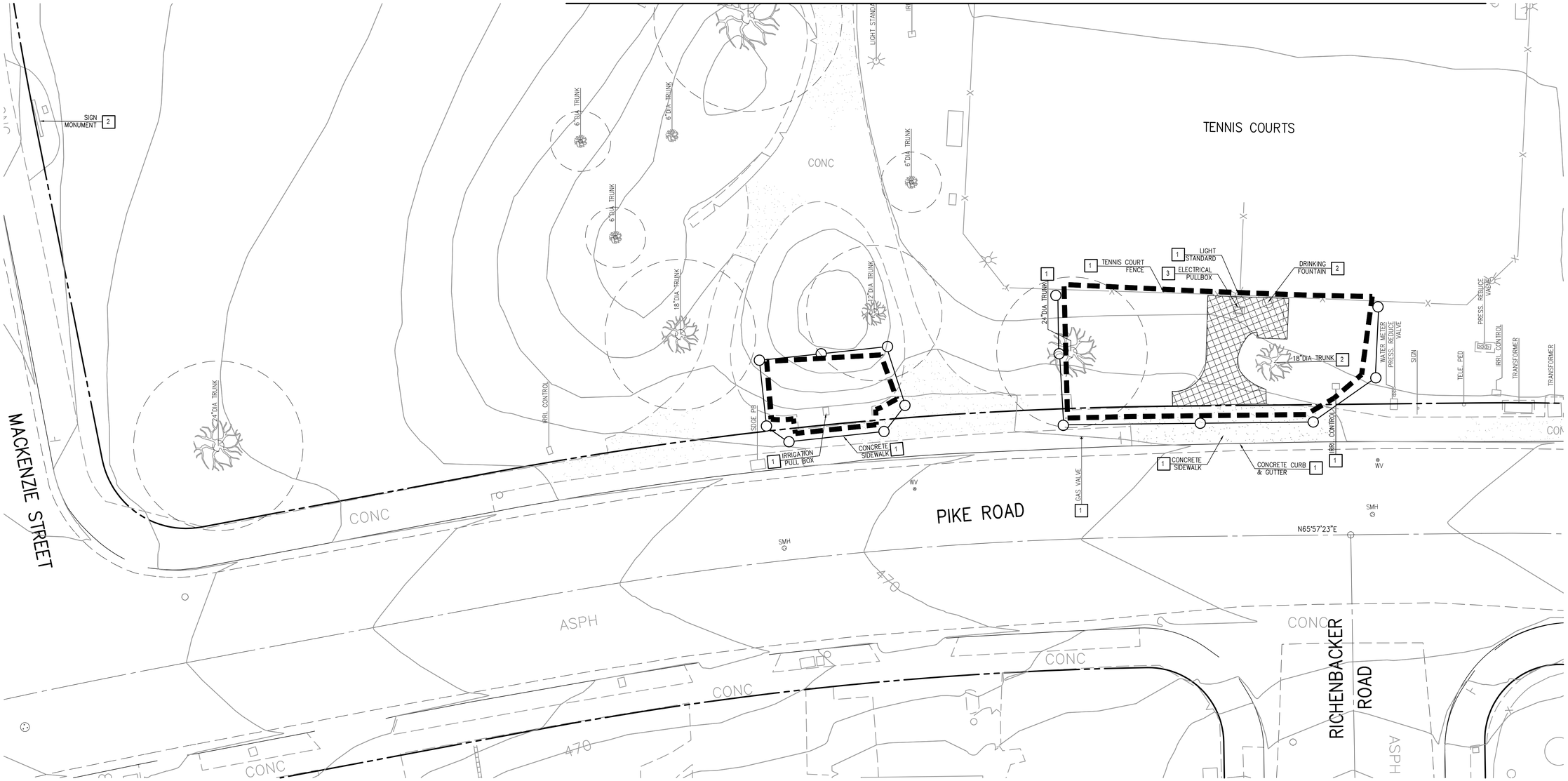
Sheet Title

DEMOLITION PLAN

Sheet No

D-1

SEE SHEET D-1



ITEMS TO TURN OVER TO CITY PRIOR TO DEMOLITION CONTRACTOR TO CONFIRM FOLLOWING

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PLAYGROUND AREA SURFACING/EQUIPMENTS/SAND AREA WALL

SIGN MONUMENT

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1 *PROTECT IN PLACE*

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	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*
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FL	*FLOWLINE*
FS	*FINISH SURFACE*
BW	*BACK OF WALK*
INV	*INVERT ELEVATION*
EW	*EDGE OF WALK*
TG	*TOP OF GRATE*

N

SCALE: 1"=10'

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LAGUNA HILLS, CA 92653

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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
DEMOLITION PLAN

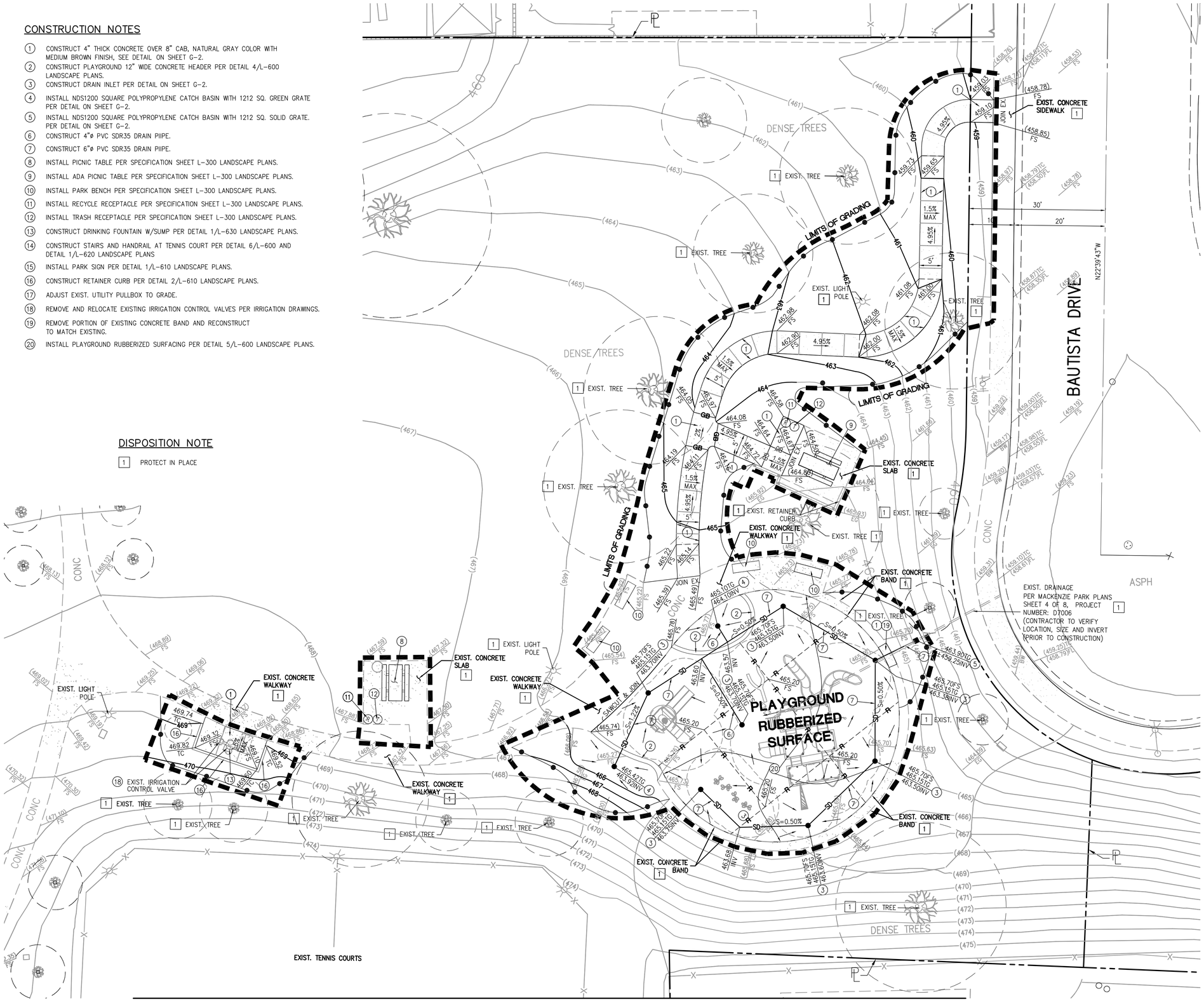
Sheet No
D-2

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 PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019M
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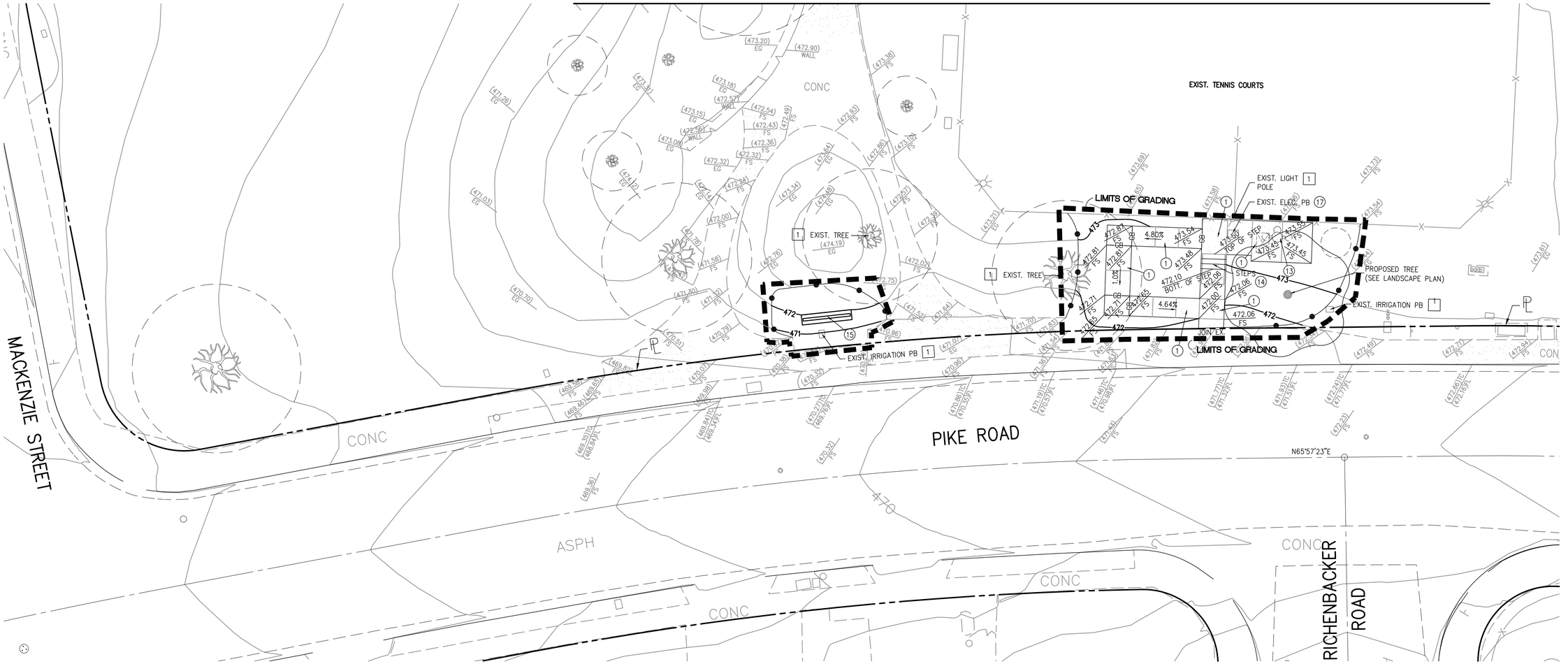
Scale	

Sheet Title
GRADING PLAN

Sheet No
G-1

SEE SHEET G-1



CONSTRUCTION NOTES

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4. INSTALL NDS1200 SQUARE POLYPROPYLENE CATCH BASIN WITH 1212 SQ. GREEN GRATE PER DETAIL THIS SHEET.
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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.
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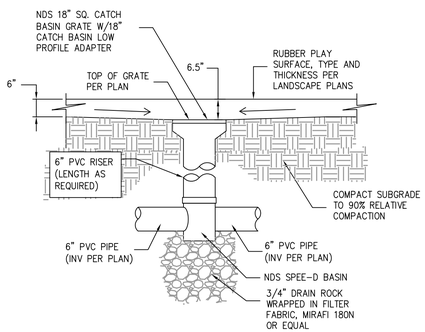
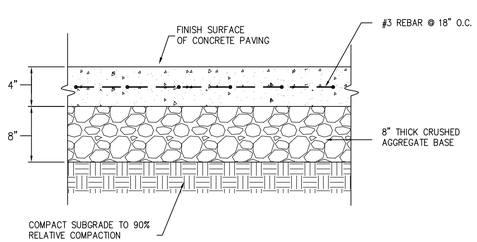
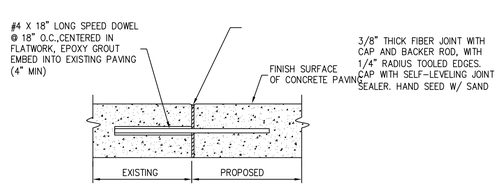


3 DRAIN INLET DETAIL
AT PLAYGROUND AREA ONLY
NTS



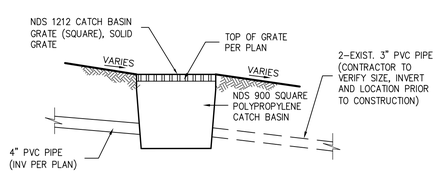
1 CONCRETE PAVEMENT DETAIL
NTS



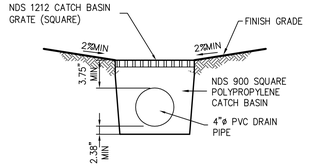
EXISTING PAVEMENT JOIN DETAIL
NTS

DISPOSITION NOTE

1. PROTECT IN PLACE



4 DRAIN INLET DETAIL
NTS



5 DRAIN INLET DETAIL
IN LANDSCAPE AREAS
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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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

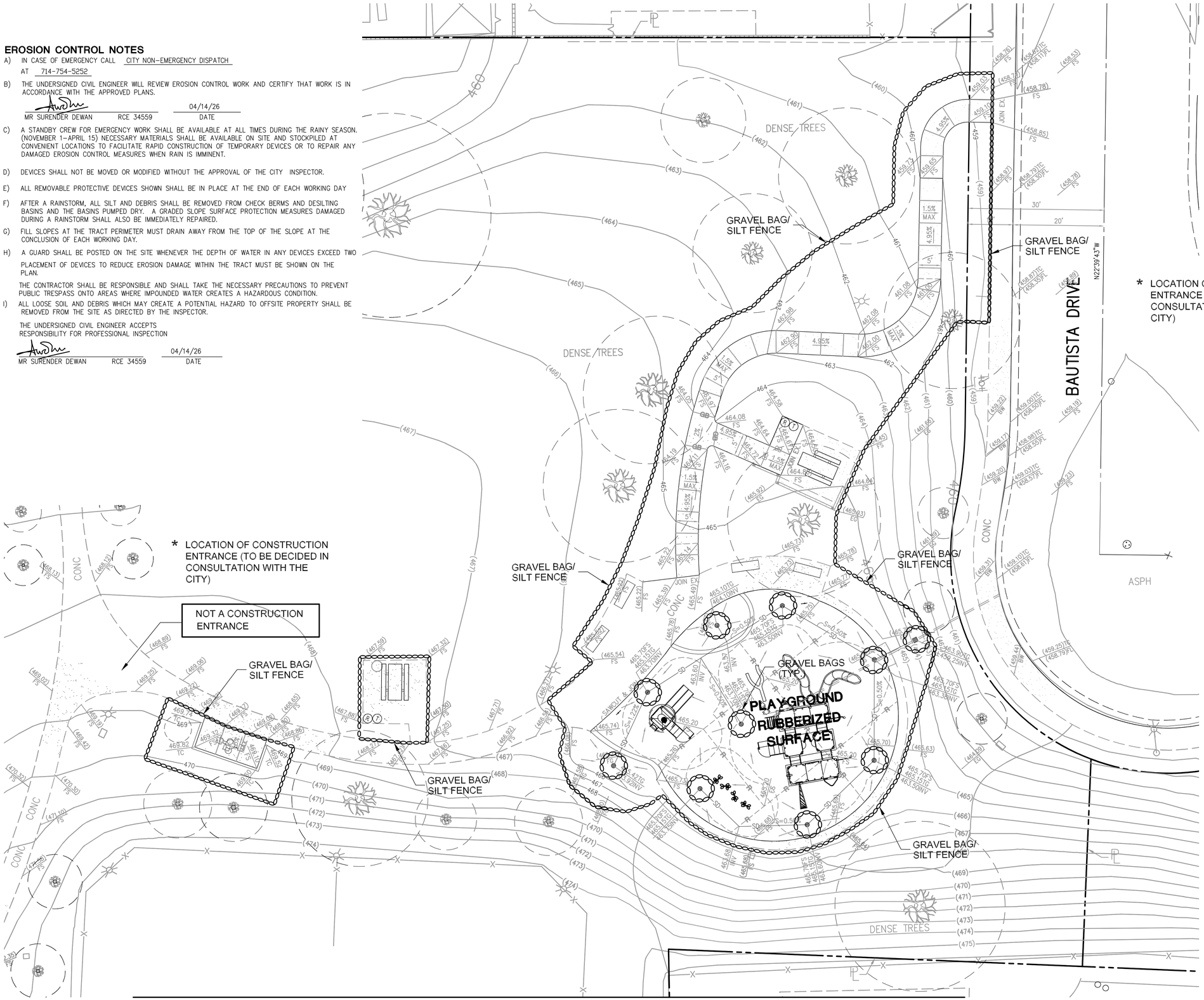
PLACEMENT OF DEVICES TO REDUCE EROSION DAMAGE WITHIN THE TRACT MUST BE SHOWN ON THE PLAN.

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

Landscape Architect
DVDCreative
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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
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

811 Know what's below. Call before you dig.

Revisions

No	Date	Description
1	–	–
2	–	–
3	–	–
4	–	–
5	–	–
6	–	–

MACKENZIE PARK
2522 MACENZIE ST
LAGUNA HILLS, CA 92653

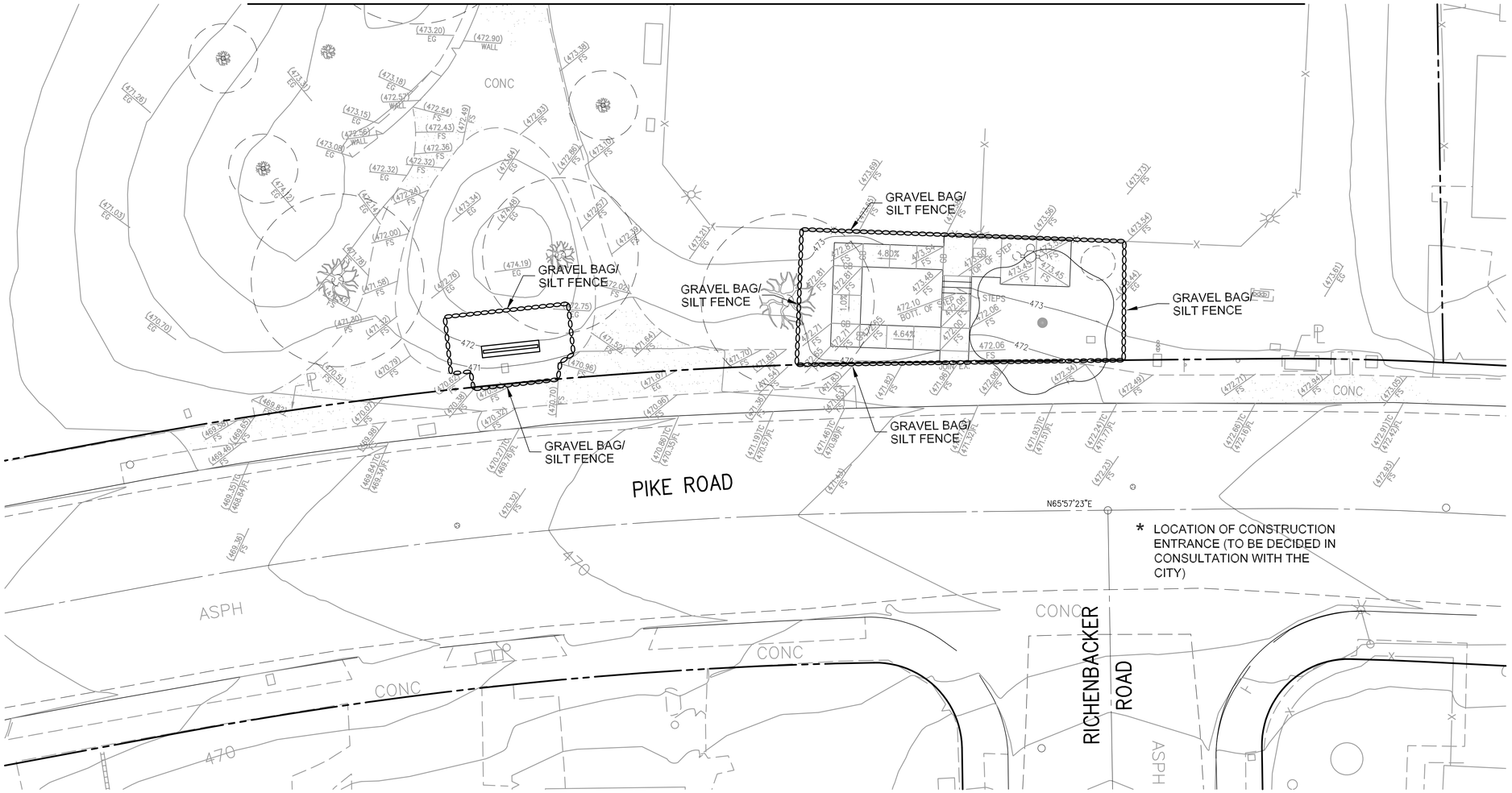
Client
LAGUNA HILLS PUBLIC WORKS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Project No	24-019M
Drawn	
Checked	
Date	04/14/26
Scale	

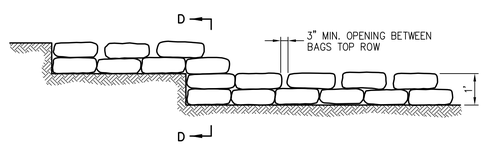
Sheet Title
EROSION CONTROL PLAN

Sheet No
EC-1

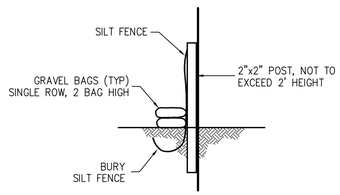
SEE SHEET EC-1



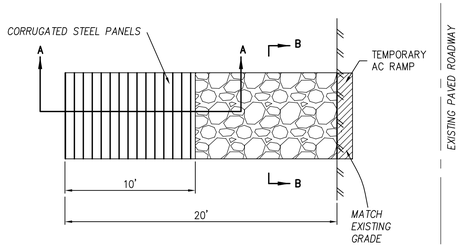
* LOCATION OF CONSTRUCTION ENTRANCE (TO BE DECIDED IN CONSULTATION WITH THE CITY)



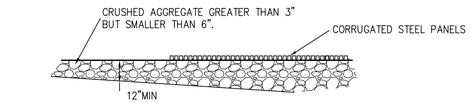
TYPICAL GRAVELBAG DETAIL



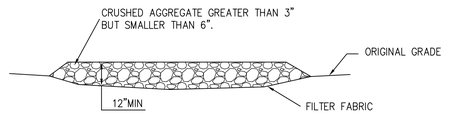
SILT FENCE DETAIL
NTS



STABILIZED CONSTRUCTION ENTRANCE DETAIL



SECTION A–A
NTS



SECTION B–B
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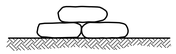

SECTION D–D



GRAVELBAG AT STORM DRAIN INLET DETAIL
NTS



SCALE: 1"=10'

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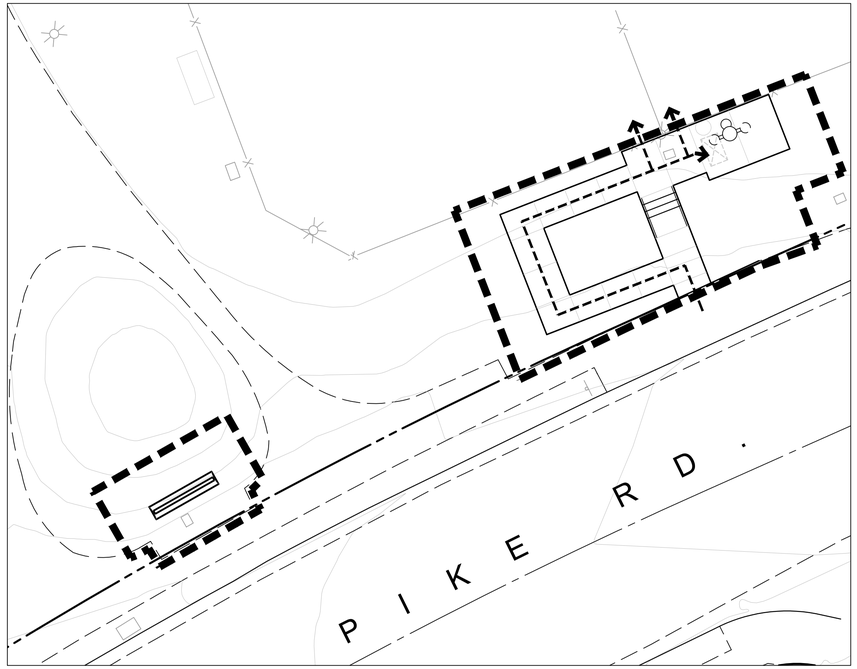
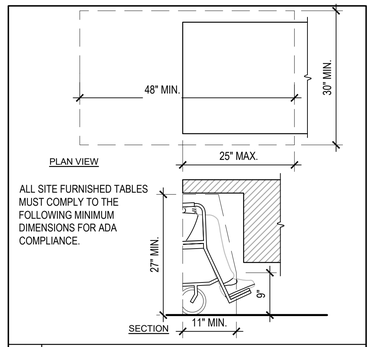
Scale	

Sheet Title
EROSION CONTROL PLAN

Sheet No
EC-2



PORTION 2

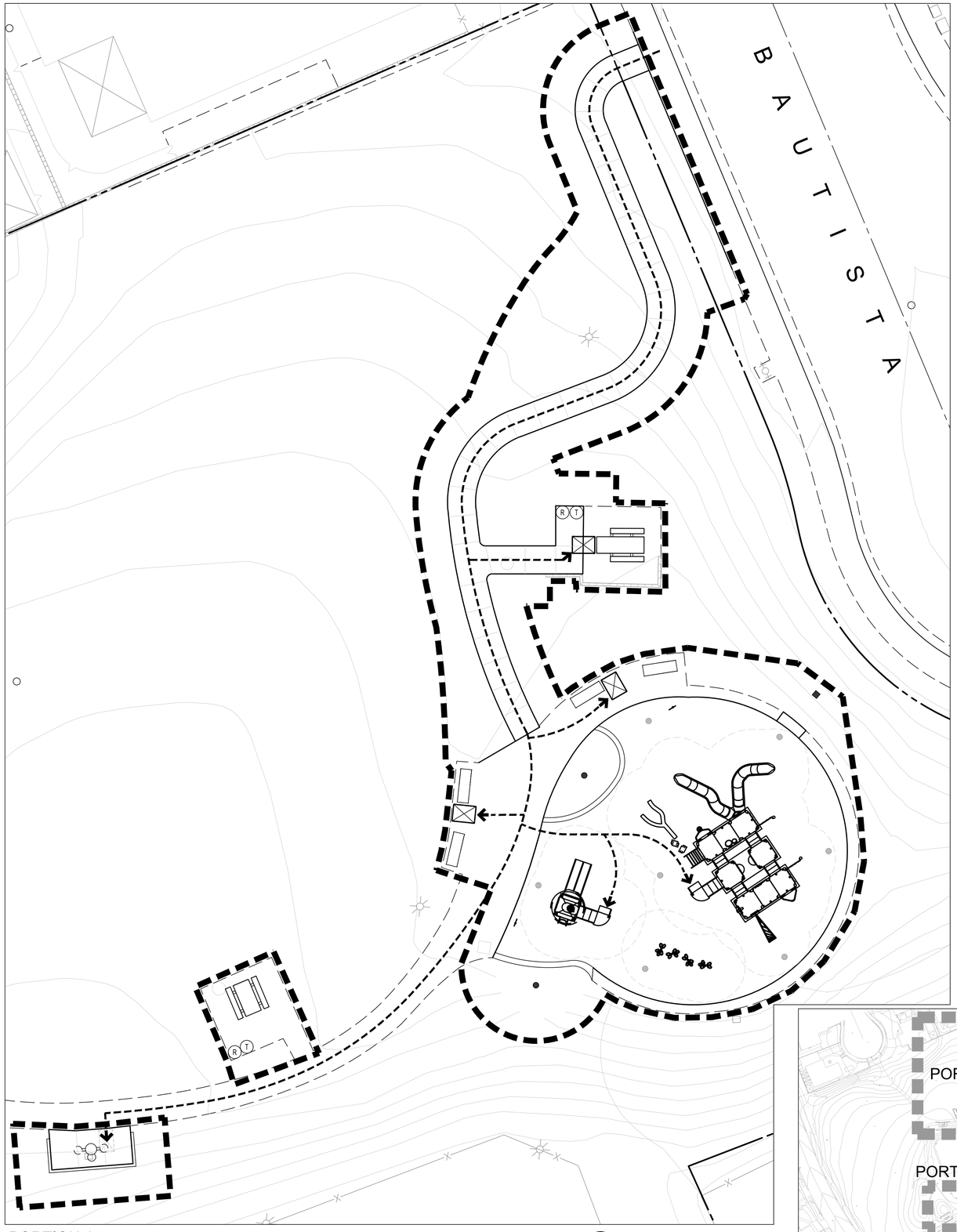


1 ADA KNEE AND TOE CLEARANCE N.T.S.

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
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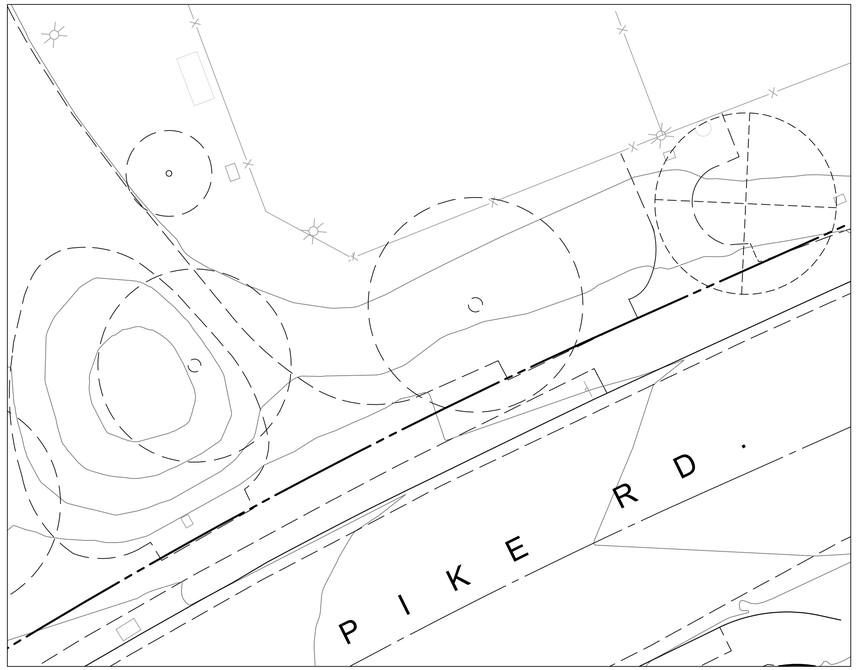
Scale	1"=10'-0"

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'

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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.

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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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		

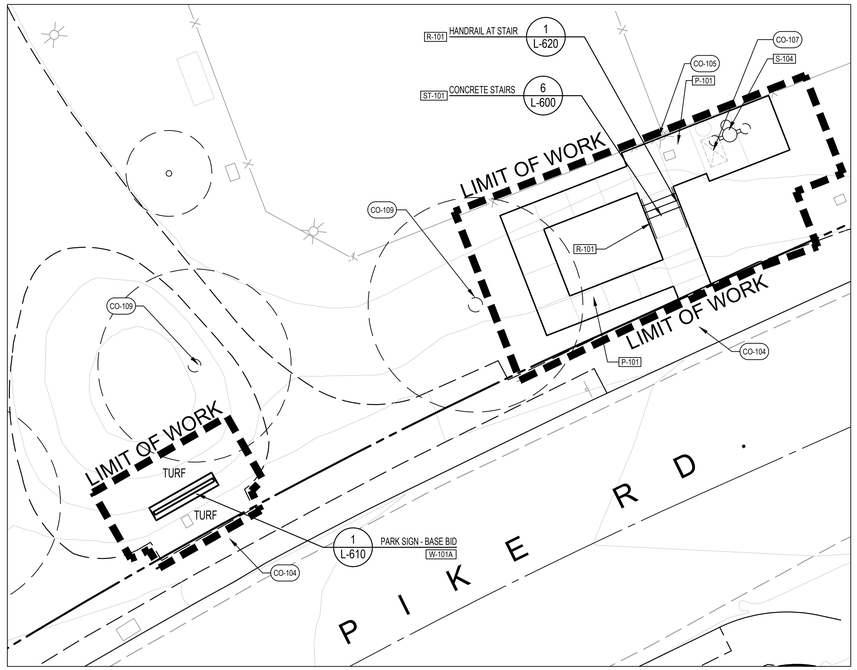
MACKENZIE PARK
25222 MacKenzie St.
Laguna Hills, CA 92653

Client
Laguna Hills Public Works
24035 El Toro Road
Laguna Hills, CA 92653

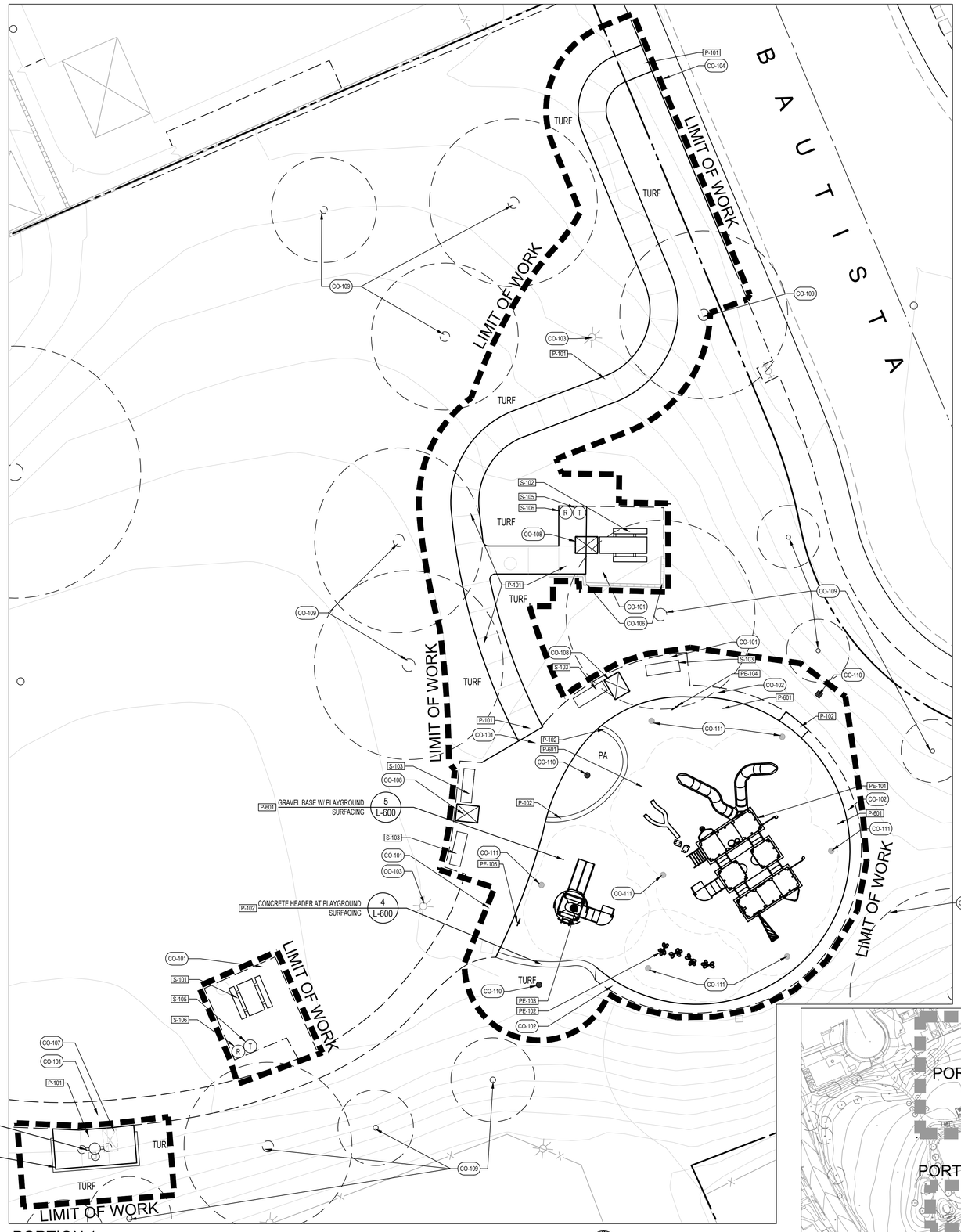
Project No	24-019M
Drawn	SJ
Checked	ES
Date	04/14/26
Scale	NONE

Sheet Title
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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Drawn	SJ
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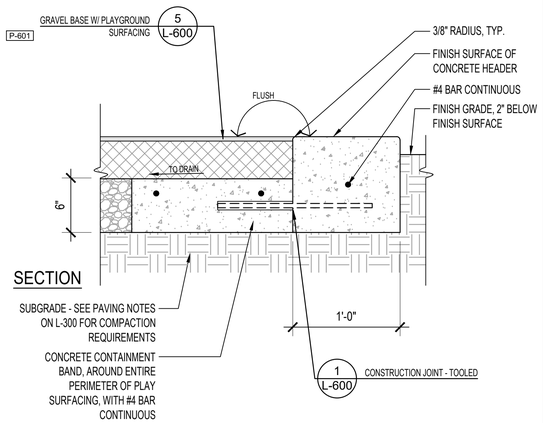
Date	04/14/26
Scale	1"=10'-0"

Sheet Title
CONSTRUCTION PLAN

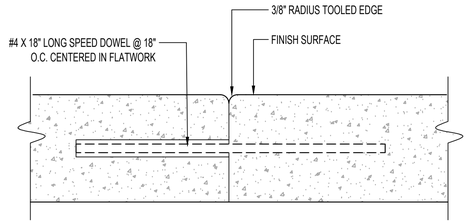
Sheet No
L-301



P-102

P-M-07

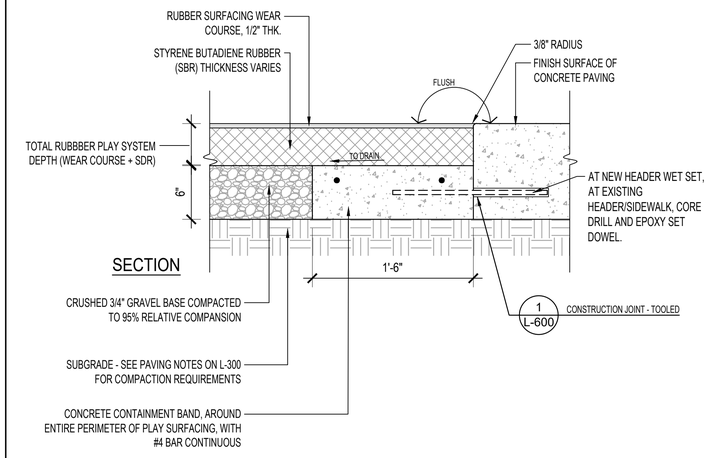
4 CONCRETE HEADER AT PLAYGROUND SURFACING — 1 1/2" = 1'-0"



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"

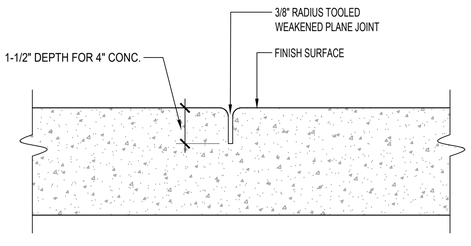


NOTES:
1. CONSTRUCT A WEAKENED PLANE JOINT 10FT. O.C. AND AN EXPANSION JOINT AT EVERY 30FT. O.C.
2. CONTRACTOR SHALL PROVIDE G-MAX AND TEST RESULTS FOR THE SURFACING MANUFACTURER USED ON THE PROJECT. SURFACING DEPTHS WITHIN THE PLAY EQUIPMENT FALL ZONES SHALL BE PER THE TEST RESULTS FOR THE CRITICAL 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

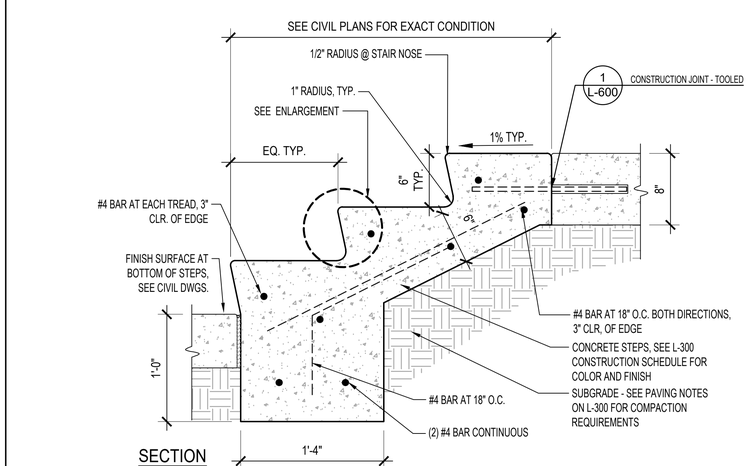
5 GRAVEL BASE W/ PLAYGROUND SURFACING — 1 1/2" = 1'-0"

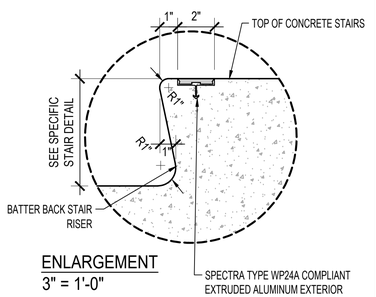


NOTES:
1. PLACE JOINTS AT 10' MAX. OR 100 SQ. FT. MAX.
2. CONTRACTOR TO PROVIDE A COMPLETE POUR SEQUENCE PLAN INDICATING ALL JOINT LOCATIONS FOR APPROVAL BY LANDSCAPE ARCHITECT.

P-M-03

2 CONTRACTION JOINT - TOOLED — 3" = 1'-0"

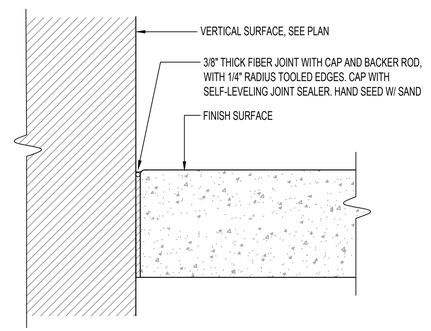




ST-101

P-M-08

6 CONCRETE STAIRS — 1 1/2" = 1'-0"



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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Laguna Hills, CA 92653

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24035 El Toro Road
Laguna Hills, CA 92653

Project No	24-019M
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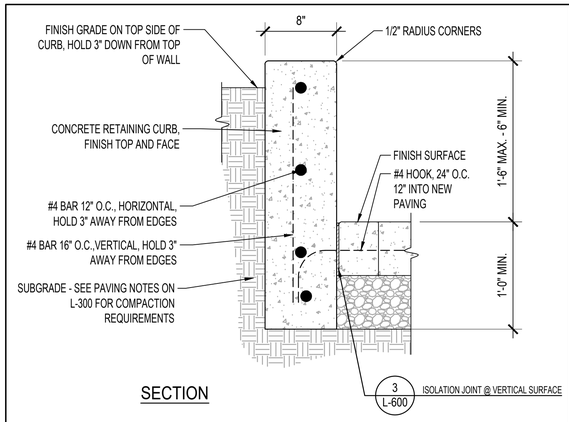
Scale	AS SHOWN

Sheet Title
CONSTRUCTION DETAILS - FLATWORK

Sheet No
L-600

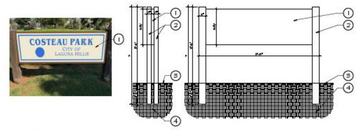


SECTION

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"

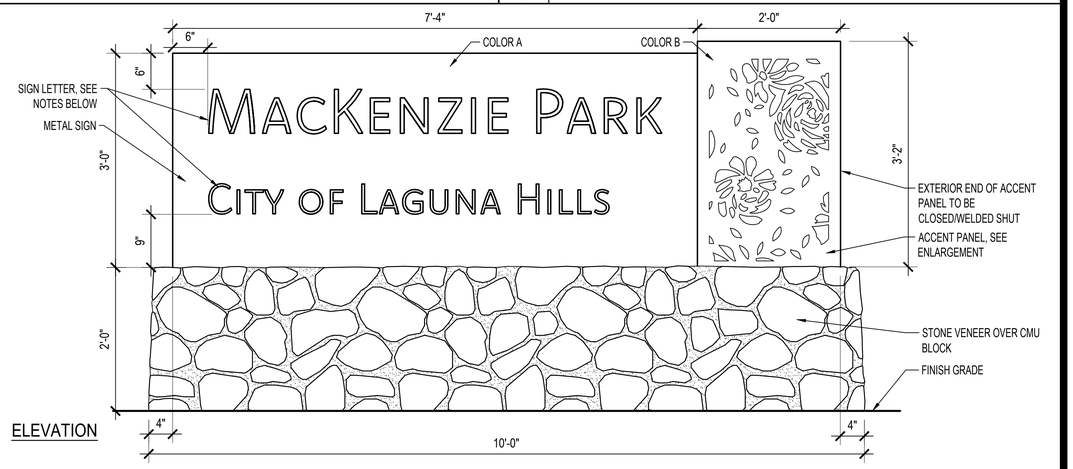


LEGEND:
1. 30"h' HIGH x 104" WIDE x 2" THICK SINGLE SIDED HDU SAND-BLASTED SIGN AVAILABLE FROM AMERICAN SIGNS, 714/545-2484. SIGN TO HAVE RAISED BORDER WITH RECESSED BACKGROUND TO BE SAND-BLASTED FINISH. INNER BORDER TO BE LEVEL WITH THE RECESSED & PAINTED BLUE TO MATCH RAISED TEXT. OUTSIDE RAISED BORDER TO BE PAINTED DARK BROWN. CIRCLE TO RECEIVE CITY LOGO TO BE LEVEL WITH THE RECESSED BACKGROUND WITH SMOOTH FINISH. PARK NAME TO READ "CASOT 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.

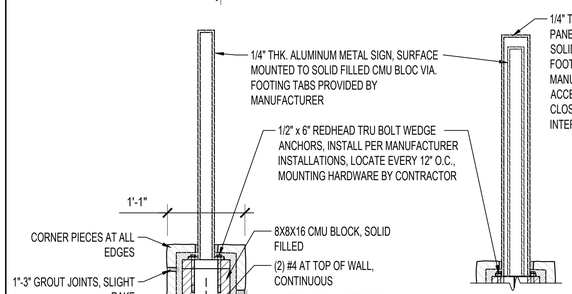
NOTE:
CITY TO PROVIDE FURTHER DETAIL ON SIGN REQUIREMENTS.

W-101A P-M-34

1 PARK SIGN - BASE BID N.T.S.



ELEVATION



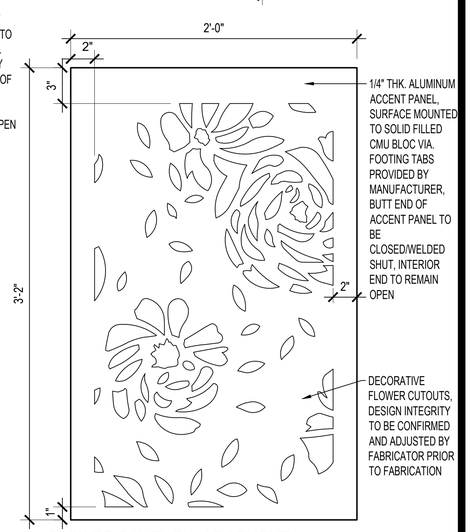
SECTION

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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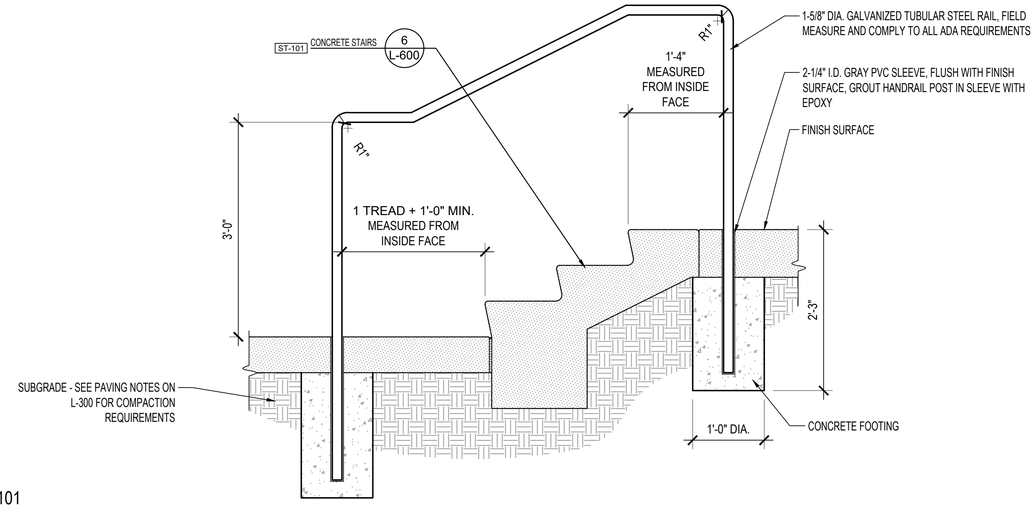
Sheet Title
CONSTRUCTION DETAILS - WALLS

Sheet No
L-610



R-101

P-M-09

1 HANDRAIL AT STAIR

1" = 1'-0"

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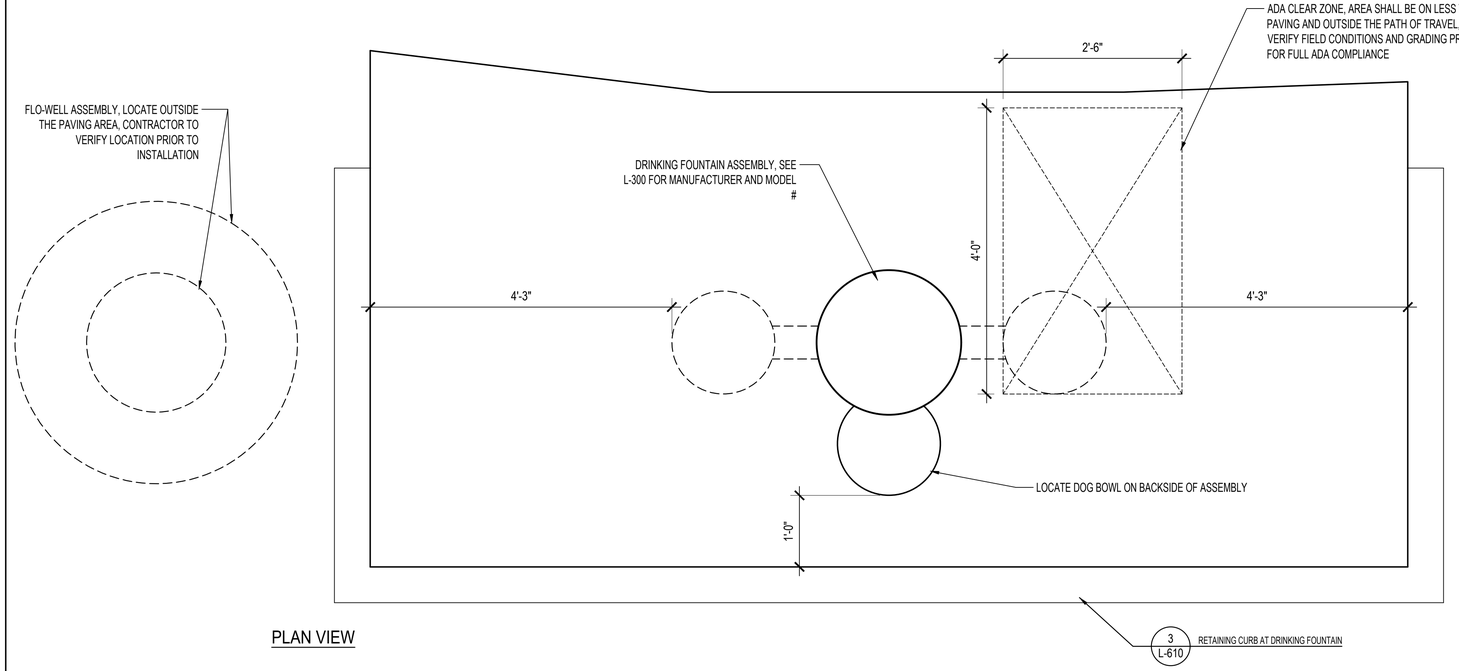
Scale	AS SHOWN

Sheet Title
CONSTRUCTION DETAILS - METALWORK

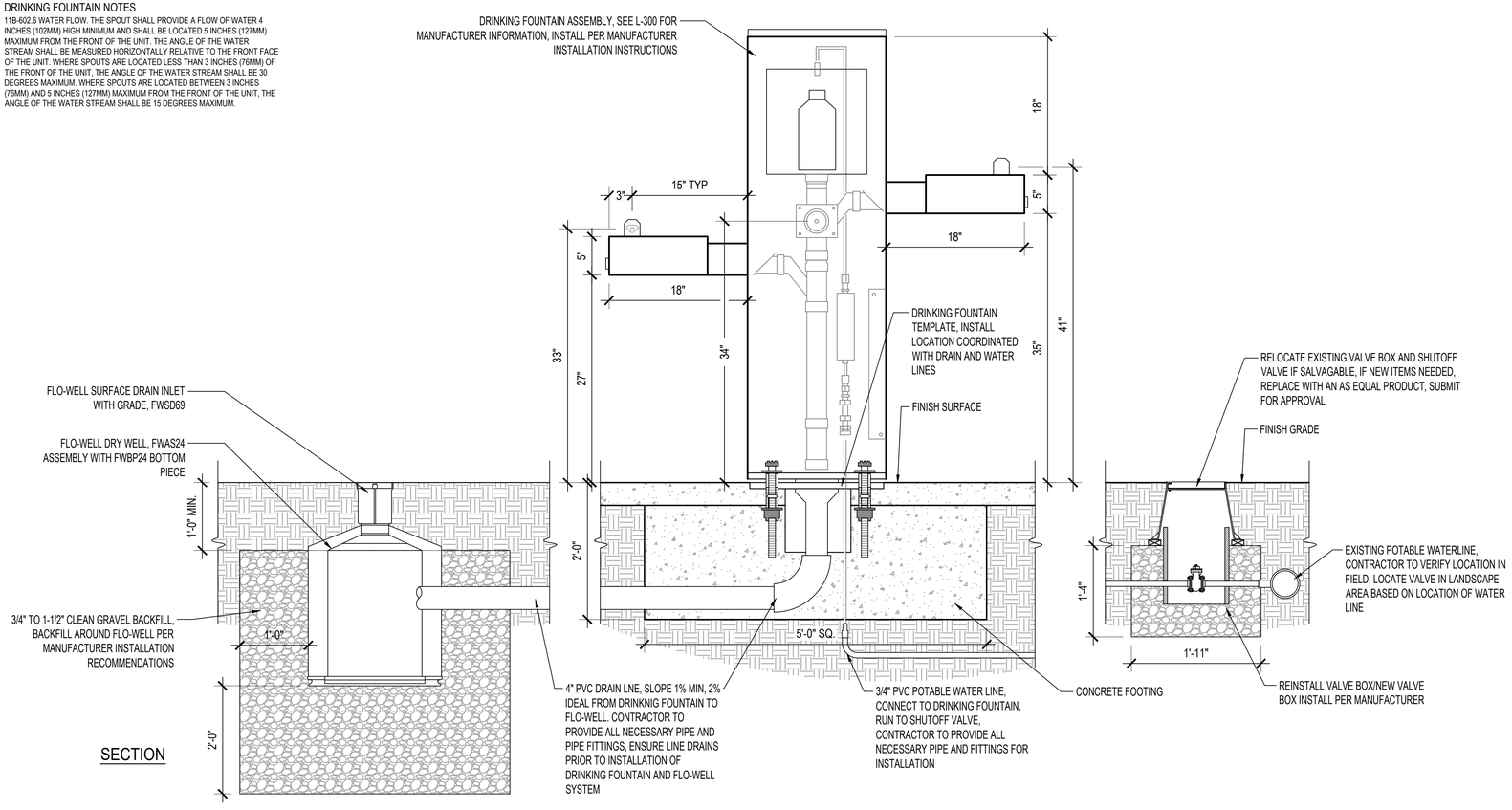
Sheet No
L-620



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:

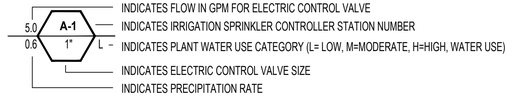
1. PIPE SLEEVES AND CONTROL WIRE CONDUITS ARE REQUIRED FOR ALL IRRIGATION PIPING AND CONTROL WIRES INSTALLED UNDER PAVING. REFER TO IRRIGATION SLEEVE SIZES CHART FOR IRRIGATION SLEEVE SIZE AND TO CONTROL WIRE SIZING CHART FOR CONTROL WIRE SLEEVE SIZE - TYP.
2. FOR DRAWING CLARITY ALL IRRIGATION SLEEVES 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
	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
	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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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
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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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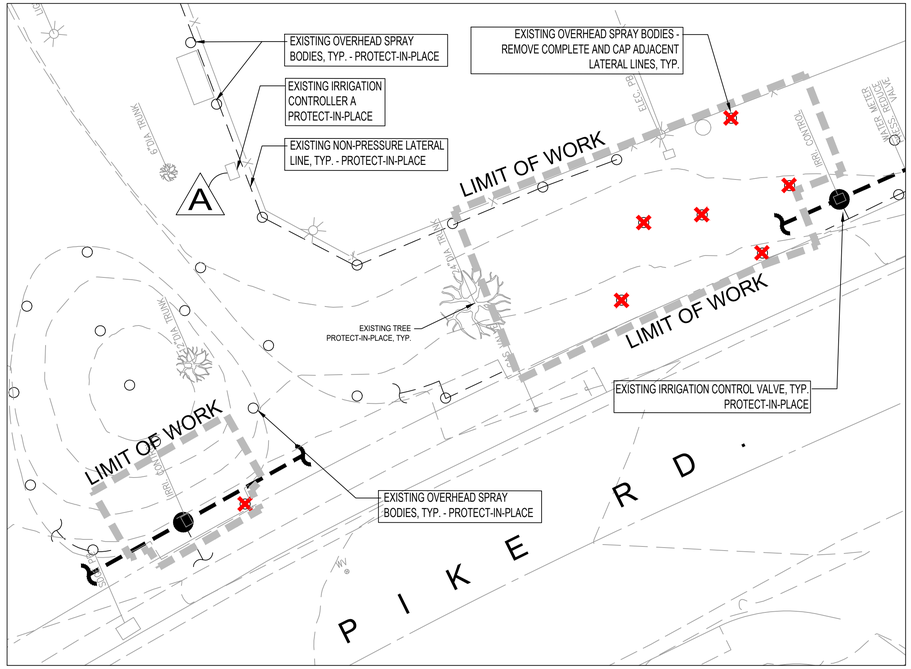
Sheet Title
IRRIGATION NOTES AND WATER USE DATA

Sheet No
L-700B



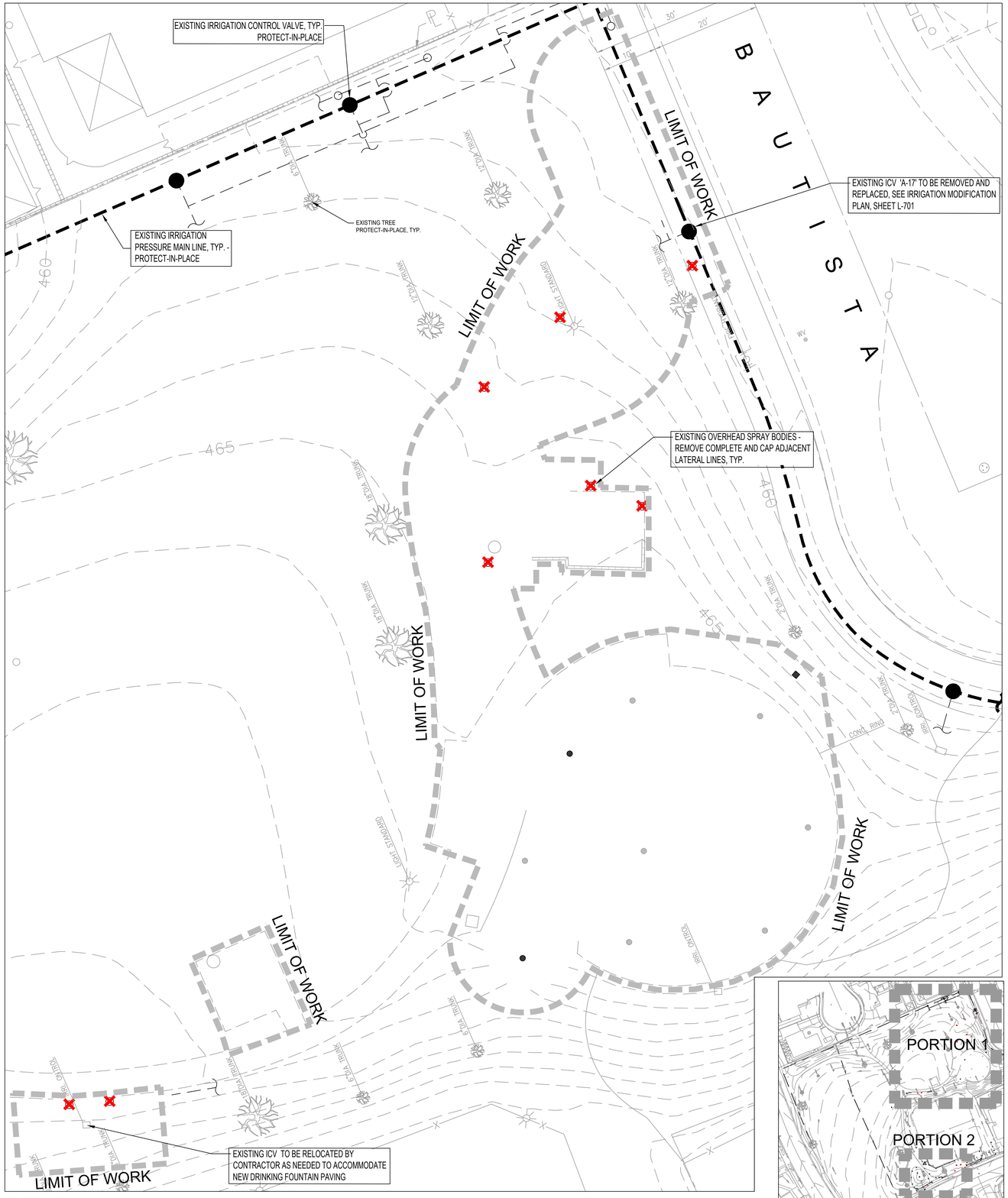
PORTION 2

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

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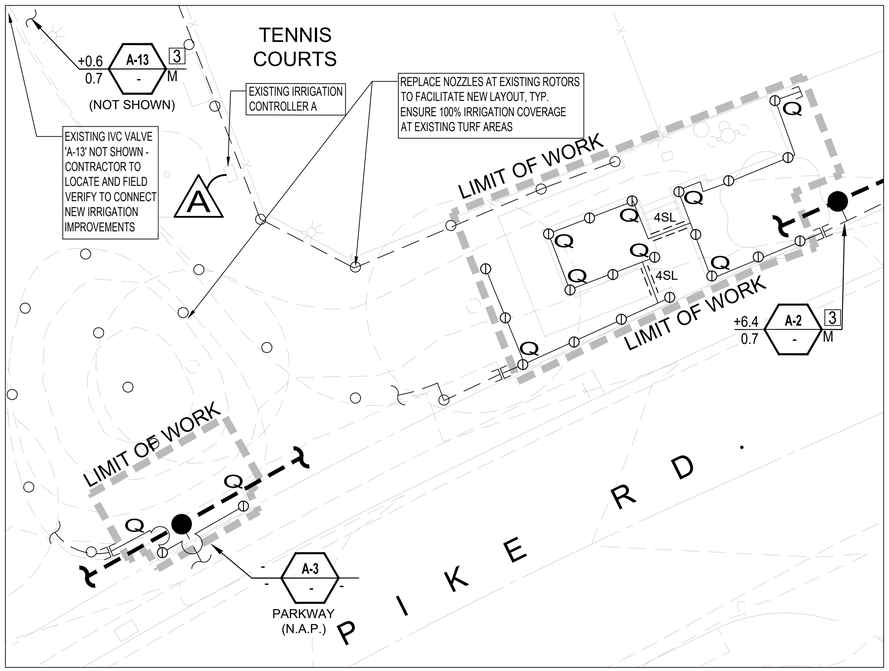
IRRIGATION DEMO PLAN

Sheet No
L-700C



PORTION 2

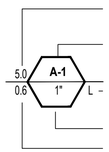
IRRIGATION CONSTRUCTION MODIFICATION NOTES

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

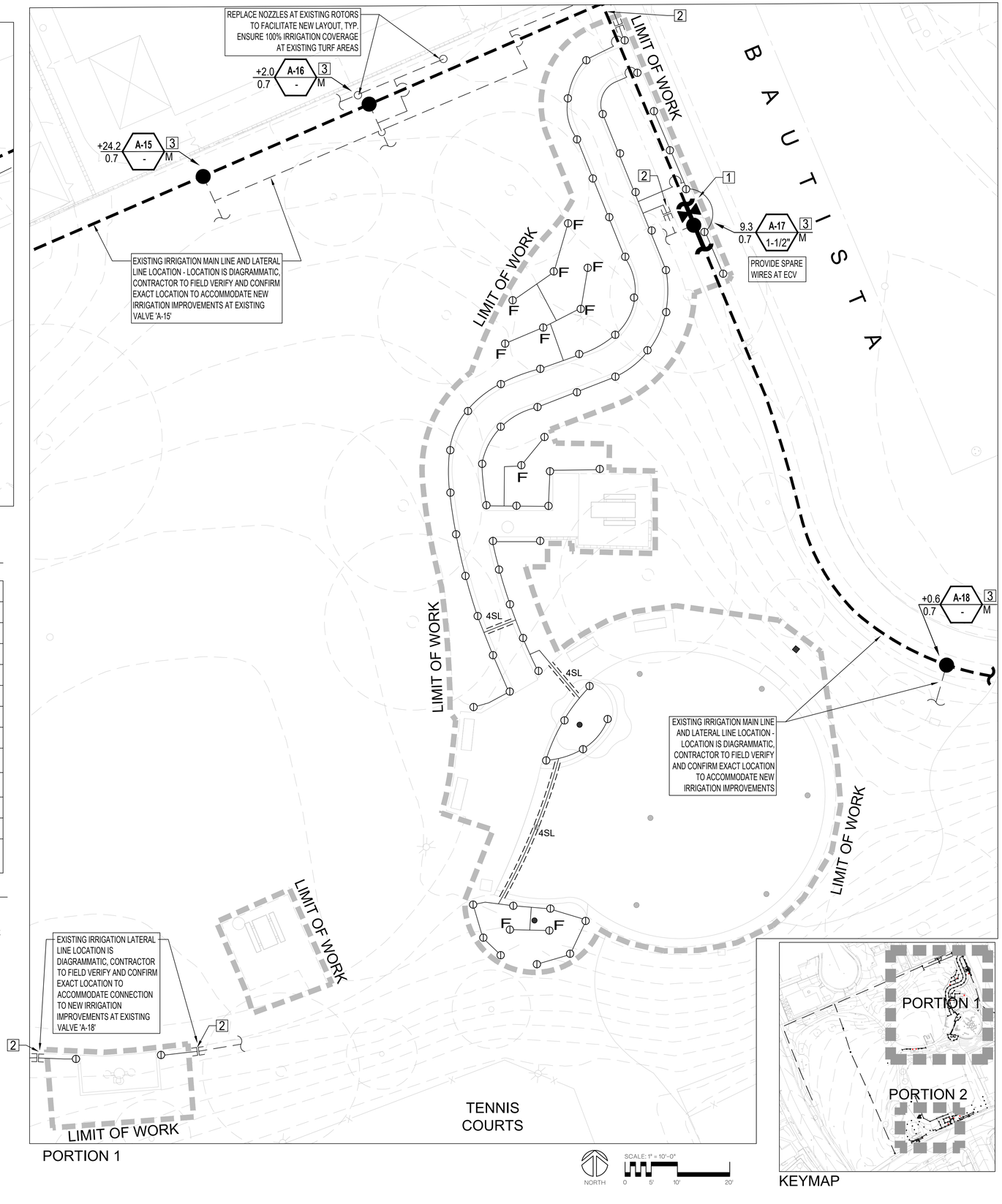


- INDICATES FLOW IN GPM FOR ELECTRIC CONTROL VALVE
- INDICATES IRRIGATION SPRINKLER CONTROLLER STATION NUMBER
- INDICATES PLANT WATER USE CATEGORY (L= LOW, M=MODERATE, H=HIGH, WATER USE).
- INDICATES ELECTRIC CONTROL VALVE SIZE
- INDICATES PRECIPITATION RATE

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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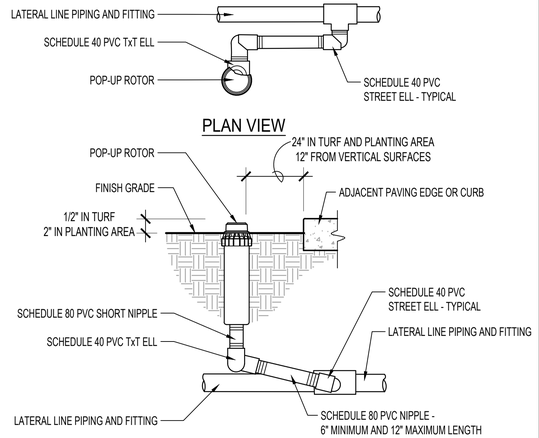
IRRIGATION MODIFICATION PLAN

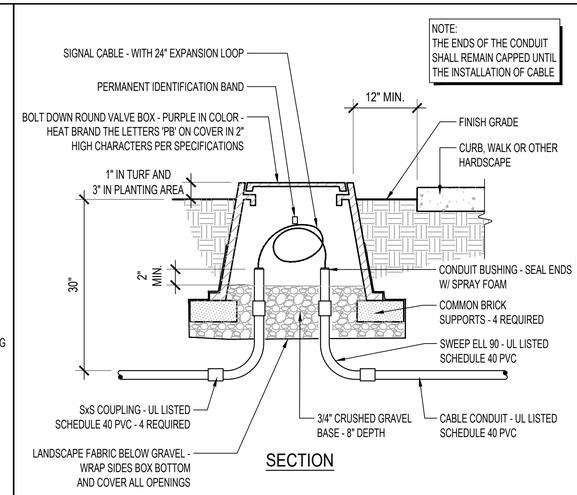
Sheet No
L-701



NOTE:
1. USE TEFLON TAPE ON ALL THREADED FITTINGS.

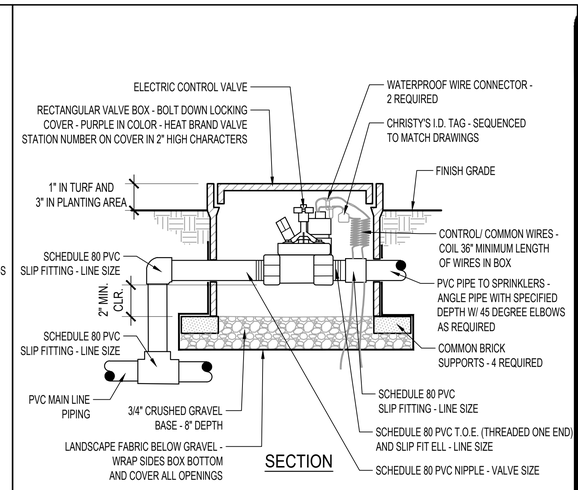
P-M-30

7 POP-UP STREAM ROTOR N.T.S.



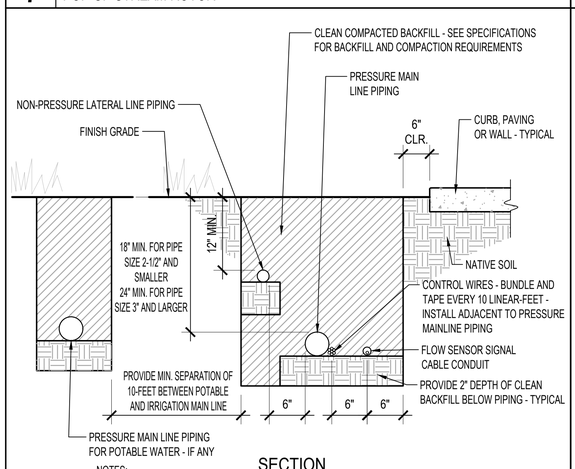
P-M-19

4 SIGNAL CABLE PULL BOX - R/W N.T.S.



P-M-20

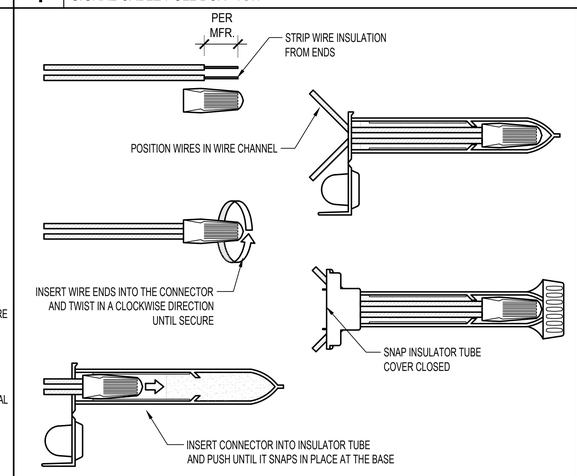
1 ELECTRIC CONTROL VALVE - R/W N.T.S.



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.

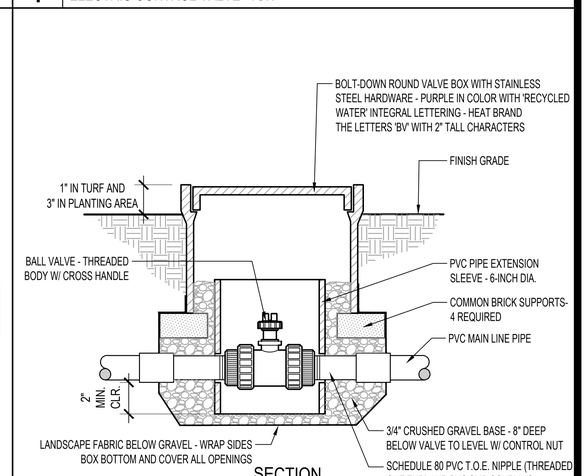
P-M-23

8 TRENCHING - RECYCLED WATER N.T.S.



P-M-33

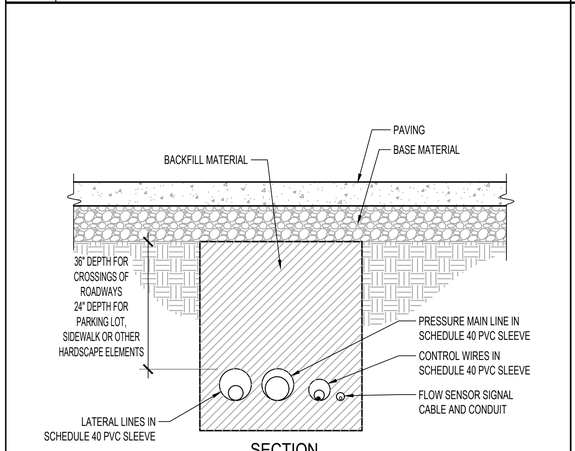
5 3M "DBR/Y-6" WIRE CONNECTOR N.T.S.



NOTE:
1. INSTALL VALVE BOX AND EXTENSION AS REQUIRED TO POSITION VALVE AT MAIN LINE PIPE DEPTH.

P-M-18

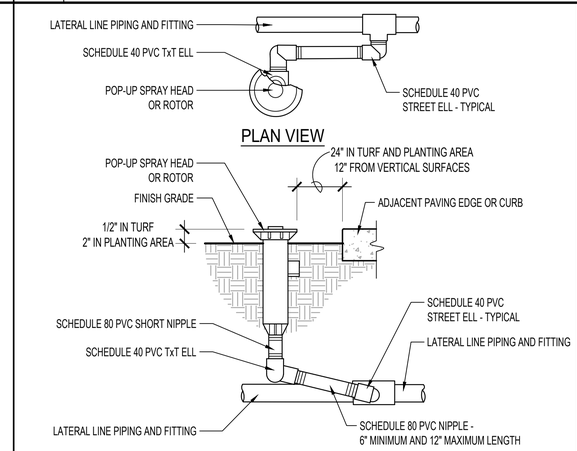
2 BALL VALVE - R/W N.T.S.



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

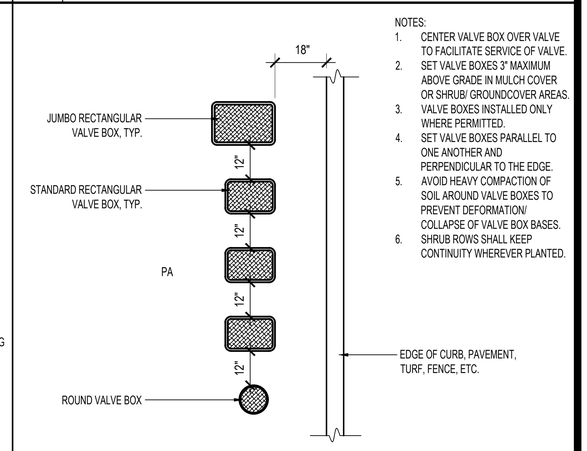
9 SLEEVE TRENCHING - RECYCLED WATER N.T.S.



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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SIGNATURE
04/2027
RENEWAL DATE
04/13/26
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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
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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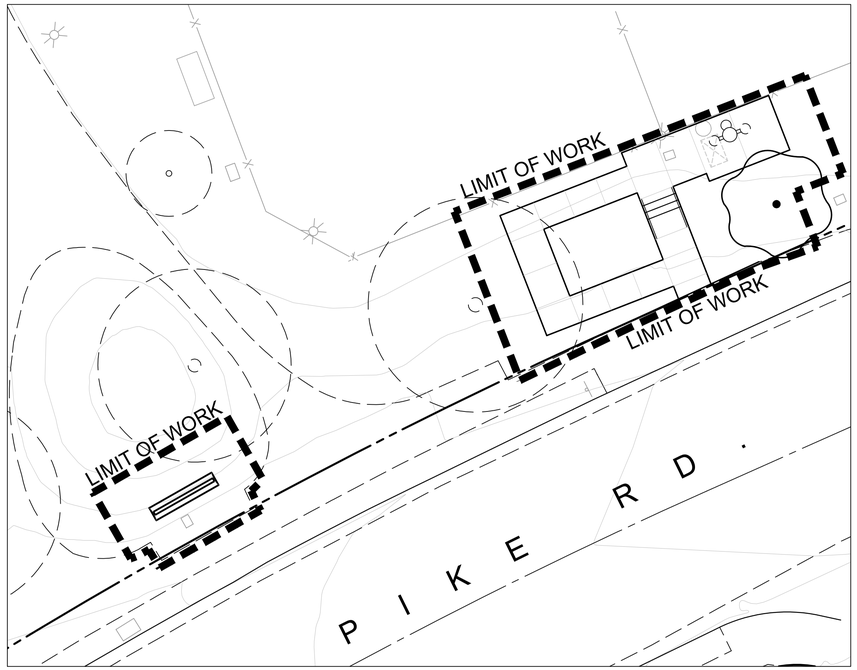
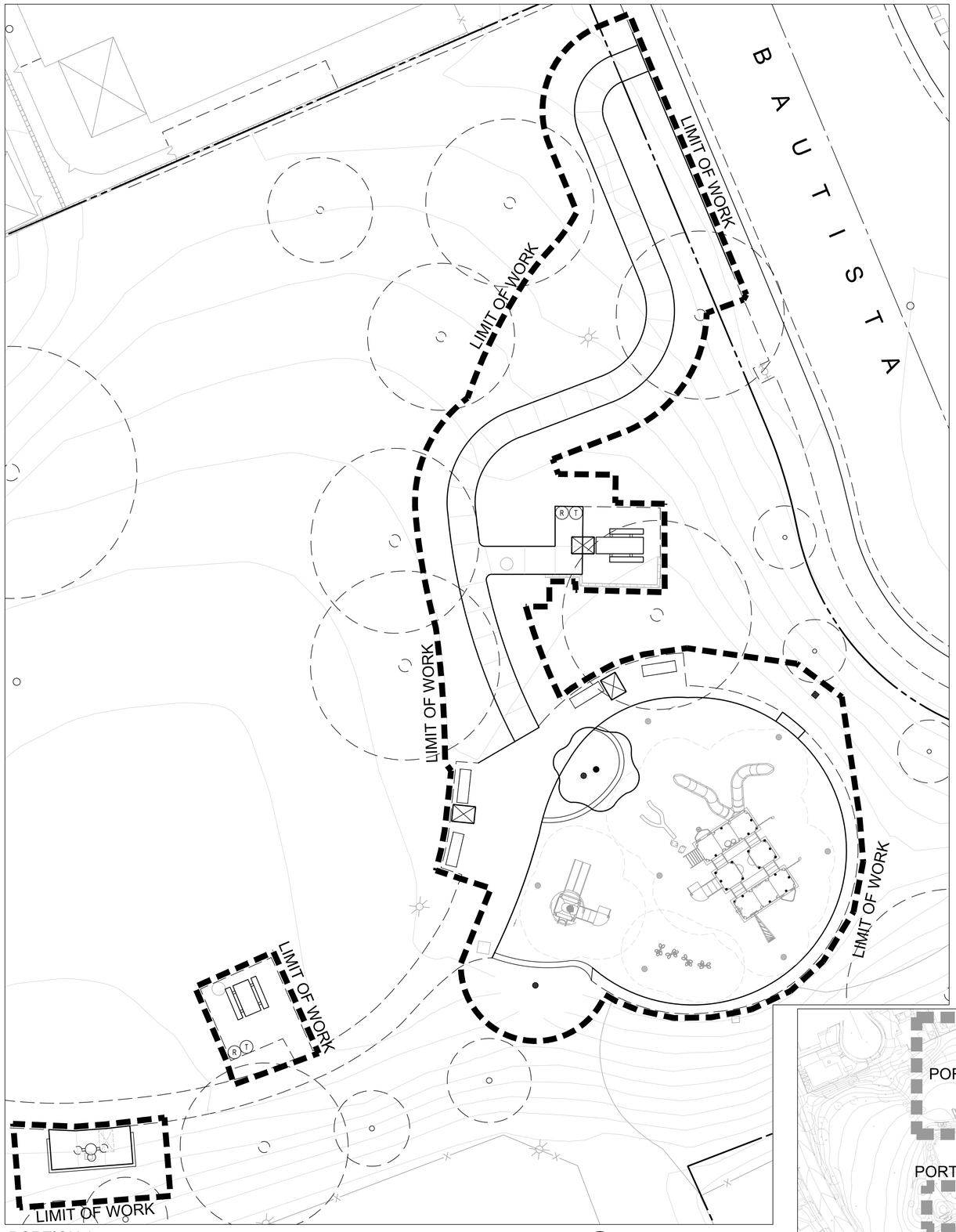
Sheet Title
PLANTING SCHEDULE

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'

KEYMAP

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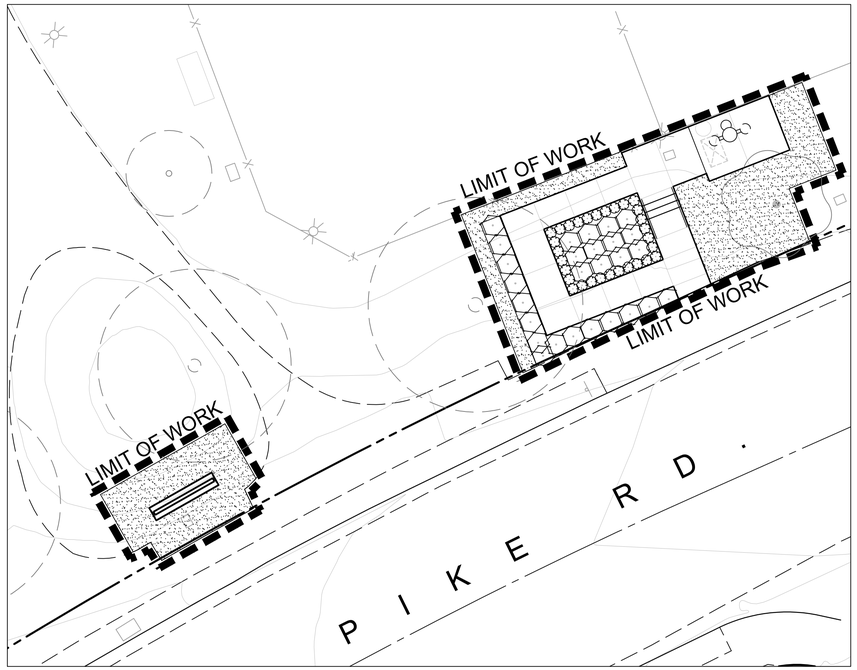
Sheet Title
TREE PLANTING PLAN

Sheet No
L-801



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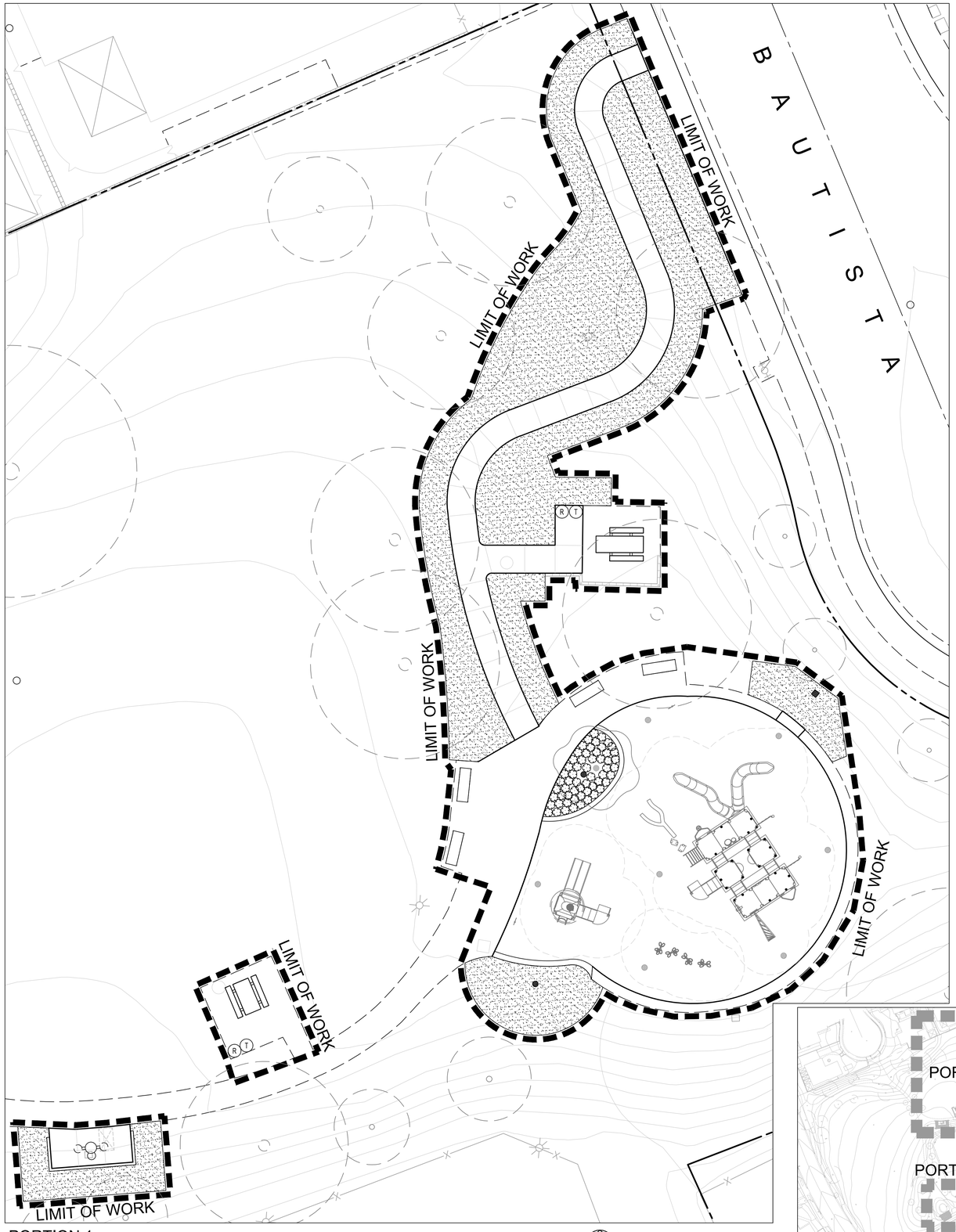

PORTION 1

SEE SHEET L-800 FOR COMPLETE PLANTING SCHEDULE AND NOTES.

NORTH

SCALE: 1" = 10'-0"
0 5' 10' 20'

KEYMAP

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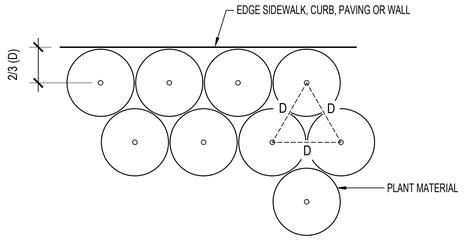
Sheet Title
SHRUB PLANTING PLAN

Sheet No
L-901



PLAN VIEW

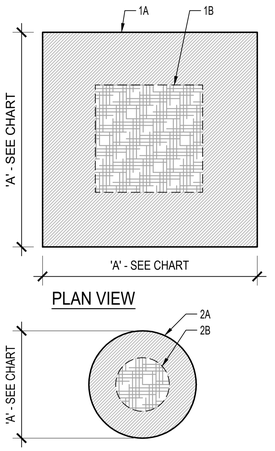
NOTES:
1. TRIANGULAR SPACE PLANTS EQUAL DISTANCE (D) FROM EACH OTHER. REFER TO THE PLANT LEGEND FOR DISTANCE (D).
2. SEE PLANTING SCHEDULE FOR SPACING OF ALL SHRUBS AND GROUNDCOVERS.
3. ALL SHRUBS/ GROUNDCOVER TO BE PLANTED AT EQUAL SPACING (TRIANGULAR) UNLESS OTHERWISE INDICATED ON PLANS.

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

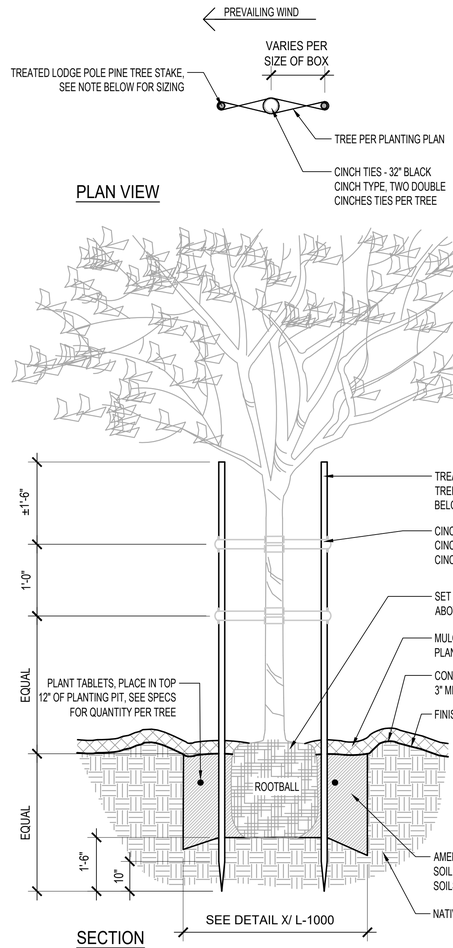
BOX TREES
1A - PLANT PIT TO BE SQUARE, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
1B - ROOTBALL

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

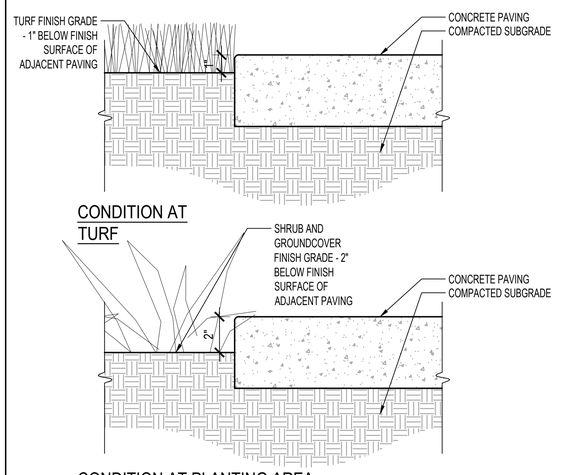
SECTION

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"



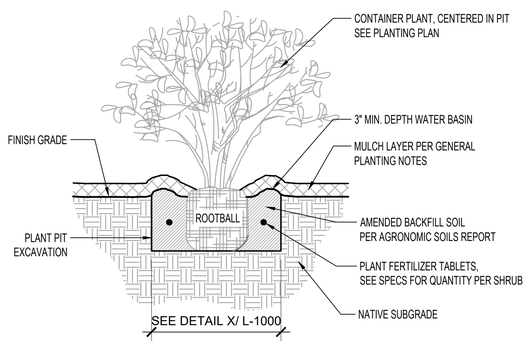
CONDITION AT TURF

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"

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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

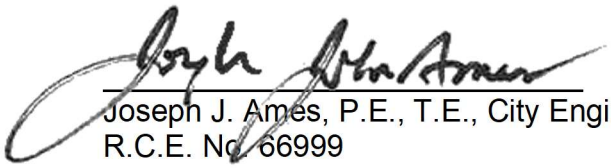
DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626

August 2026

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
MACKENZIE PARK

Approved By:



Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2026

08/25/2026
Date

CITY OF LAGUNA HILLS

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MACKENZIE PARK REHABILITATION

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Water Pollution Control Plan Template ..... Appendix D

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 **11:00 a.m. on Thursday, October 1, 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, September 15, 2026 at 1:30 p.m.** ***Site Address: 25222 MacKenzie Street, Laguna Hills, California 92653.*** The meeting is **mandatory**.

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 August, 2026.

City of Laguna Hills, California

BY _____
JOSHUA STEVENSON, 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.

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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

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:

DVDCreative
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
(714) 641-1300

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.

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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.

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. 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 MONUMENT SIGN REPLACEMENT

TARANTO

REPLACED / PROPOSED BENCHES

REPLACED PLAYGROUND SURFACING

PROPOSED 2-5 PLAY HOUSE

PROPOSED 5-12 PLAY STRUCTURE

SOD REPLACEMENT

POLLINATOR GARDEN AND PICNIC SEATING AREA (VOLLEYBALL COURT REMOVED)

REPLACED WASTE RECEPTACLES

REPLACED PICNIC TABLE

VERONA

SAN REMO DR

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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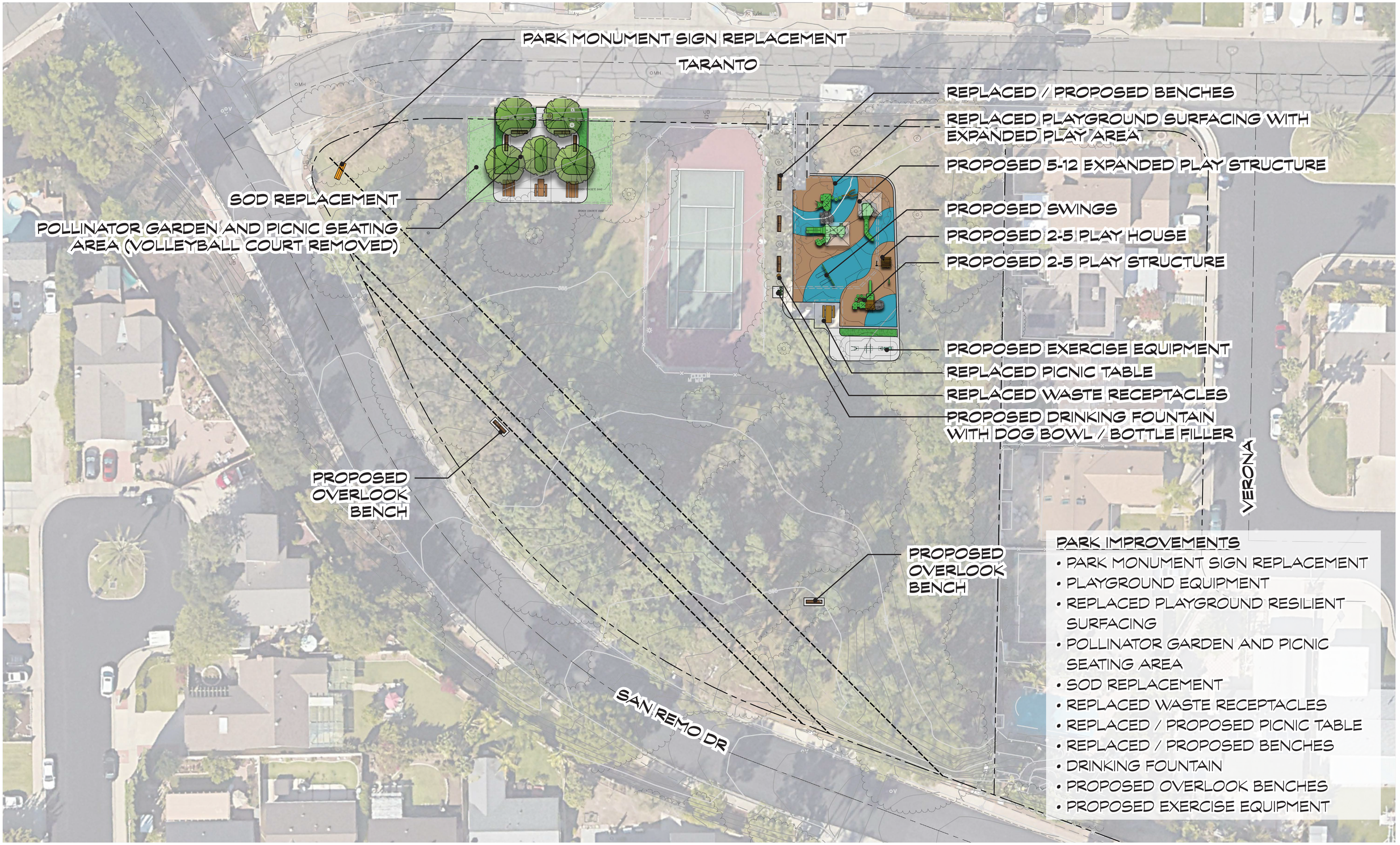
RJM DESIGN GROUP

04/16/2026

BASE BID IMPROVEMENTS

SAN REMO PARK

CITY OF LAGUNA HILLS, CALIFORNIA



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.

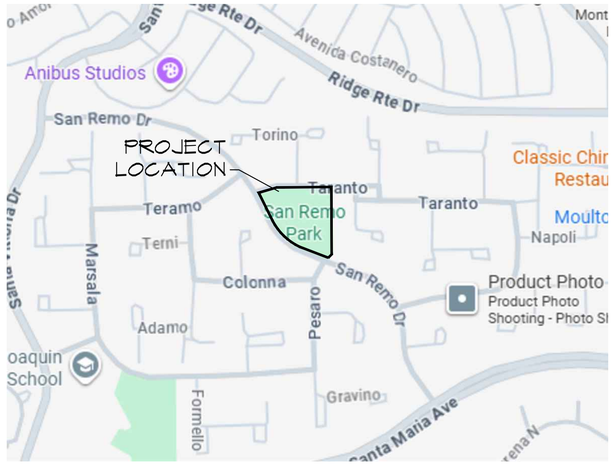
S. THE CONTRACTOR SHALL VERIFY ALL PROPERTY LINES OR LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.

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.

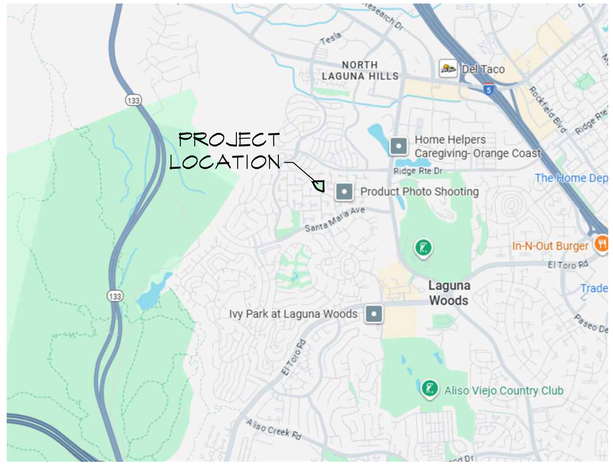
V. PLANT MATERIAL SUPPLIER AND/OR LANDSCAPE CONTRACTOR SHALL PROVIDE GUARANTEED EVIDENCE TO THE CITY THAT ALL PLANT MATERIAL IS CONSISTENT WITH THE APPROVED PLANT LEGEND CONSIDERING GENUS, SPECIES, CULTIVARS, & SIZE SPECIFIED. ALL PLANT MATERIAL NOT CONSISTENT WITH THE PLANT LEGEND MAY BE REJECTED.

LOCATION MAP:



SCALE: N.T.S.

VICINITY MAP:



SCALE: N.T.S.

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PHONE: (949) 493-2600
CONTACT: ANDY STEEN, LLA
ANDREW@RJMDESIGNGROUP.COM

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LADERA RANCH, CA 92694
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CONTACT: CHRIS CURRY
CHRIS@GLASIRDESIGN.COM

SHEET INDEX:

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5.	C-1.1	PRECISE GRADING PLAN
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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.

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

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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
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

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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 ORDERS NO. 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

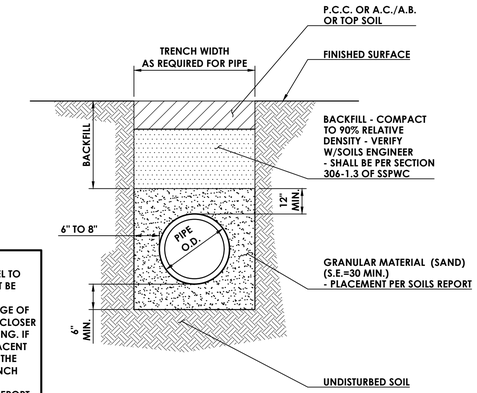
NO.	DESCRIPTION	QUANTITY BASE BID	QUANTITY BID ALT.
	GENERAL CONSTRUCTION NOTES		
10	PROTECT IN PLACE	-	-
11	CONSTRUCT WALK PER LANDSCAPE ARCHITECT PLANS	-	-
12	CONSTRUCT RUBBER SURFACE PER LANDSCAPE ARCHITECT PLANS	-	-
	STORM DRAIN CONSTRUCTION NOTES		
20	CONSTRUCT RUBBER SURFACE PLAY AREA SUBDRAIN PER DETAIL 1, SHEET C-0.2	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



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

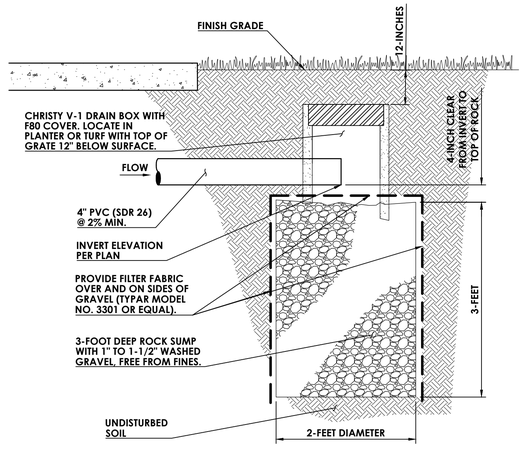
SCALE: N.T.S.

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.

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

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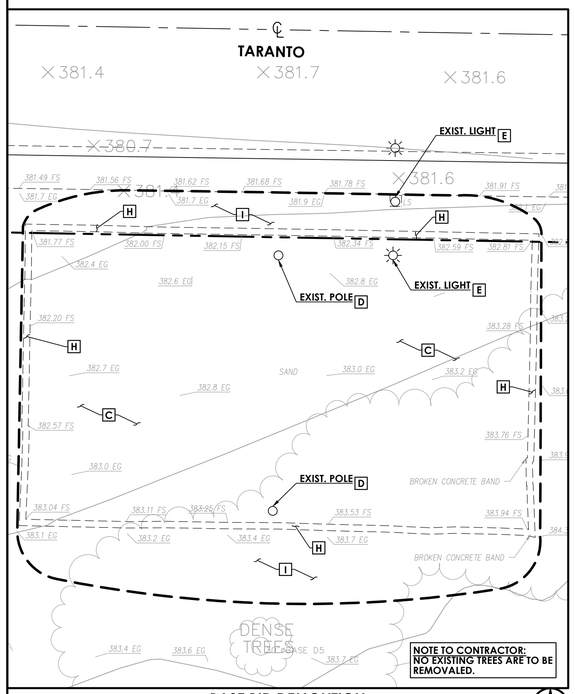
****** NOTE TO CONTRACTOR:**

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

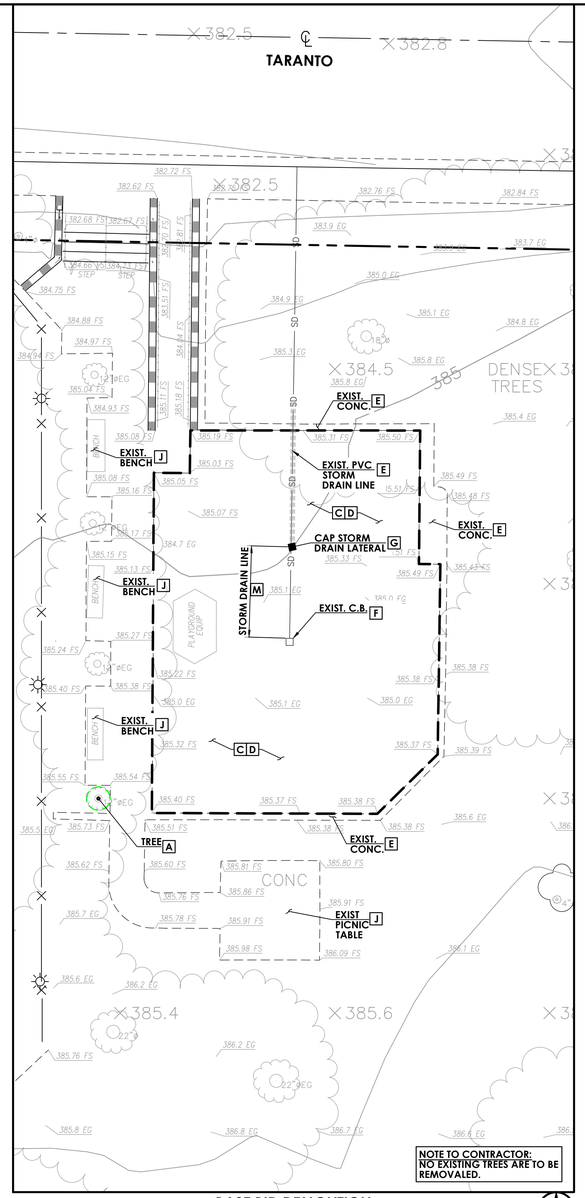
- **VERIFY LOCATION, SIZE, ELEVATIONS OF EXISTING STORM DRAIN AND VERIFY DESIGN AS A FIRST ITEM OF WORK. NOTIFY ENGINEER IMMEDIATELY OF ANY REQUIRED CHANGE IN DESIGN.**
- **IF INLET PIPES ARE FOUND CONNECTING TO EXISTING GRATES THAT ARE REMOVED DURING THE CONSTRUCTION OF THIS PROJECT (OR PIPES ARE DAMAGED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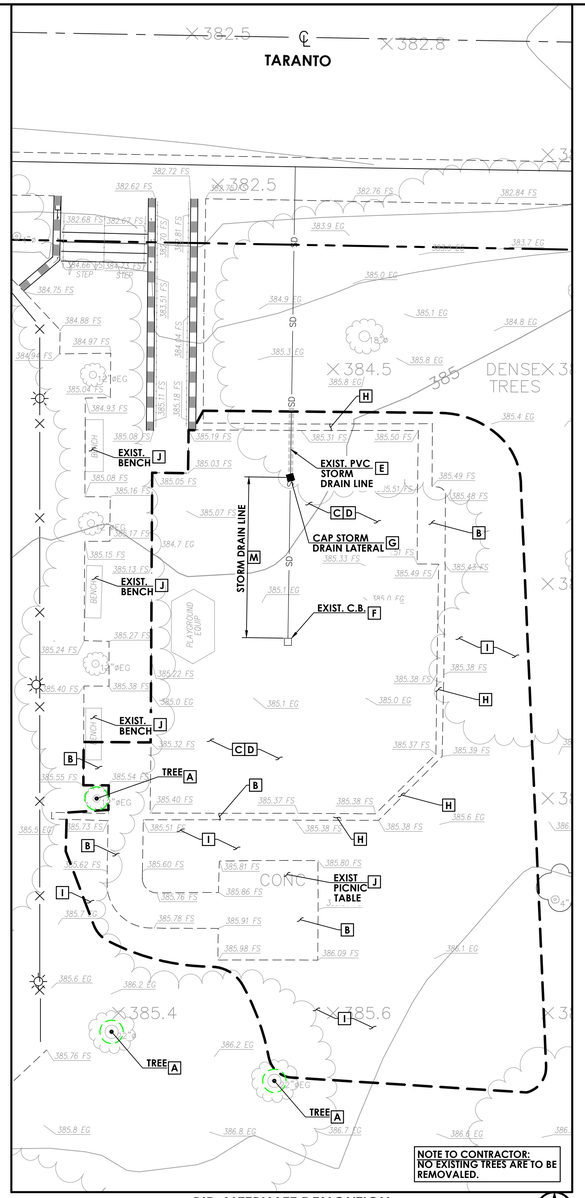


BID ALTERNATE DEMOLITION
SCALE: 1" = 10'

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:

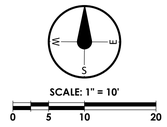
CONTRACTOR SHALL INSTALL TEMPORARY BMPs PRIOR TO DEMOLITION.

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.

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.



UNDERGROUND SERVICE ALERT
CALL: 811
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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
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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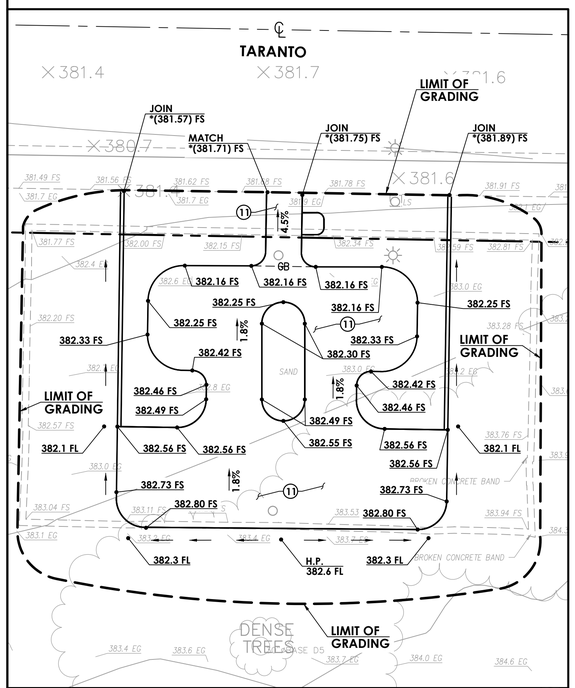
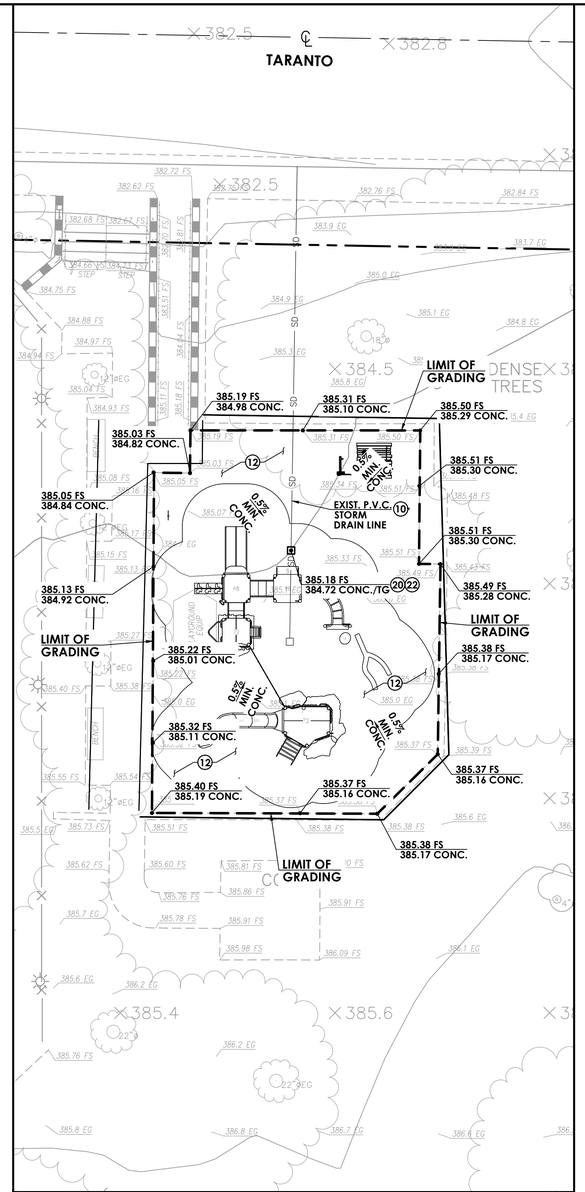
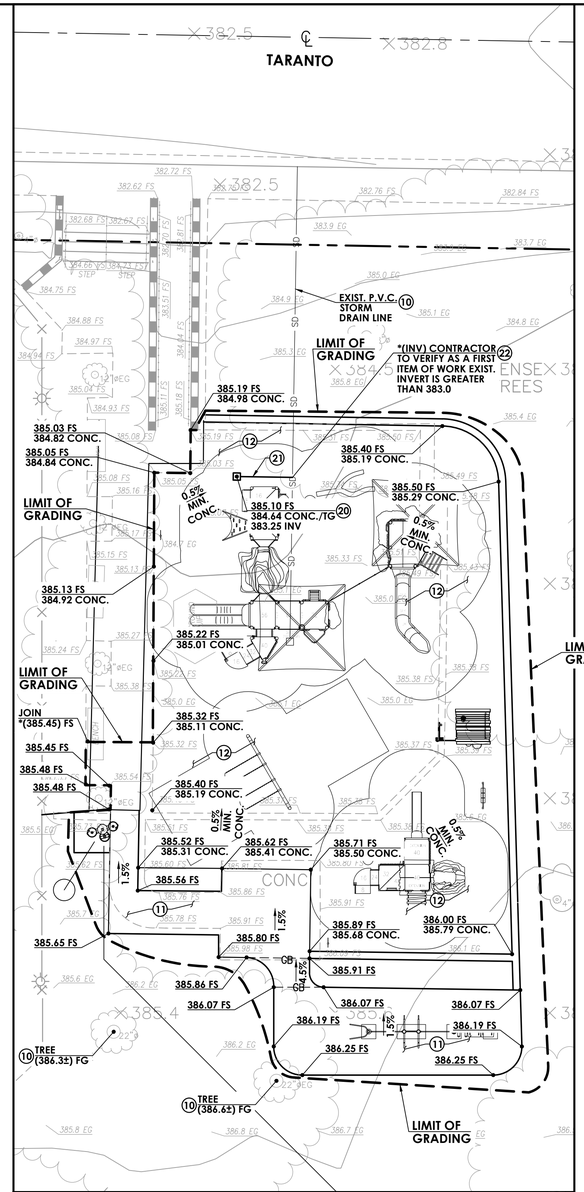


BASE BID SEATING AREA
SCALE: 1" = 10'



BASE BID TOT LOT
SCALE: 1" = 10'



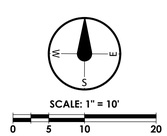
BID ALTERNATE TOT LOT
SCALE: 1" = 10'

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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SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARGILL
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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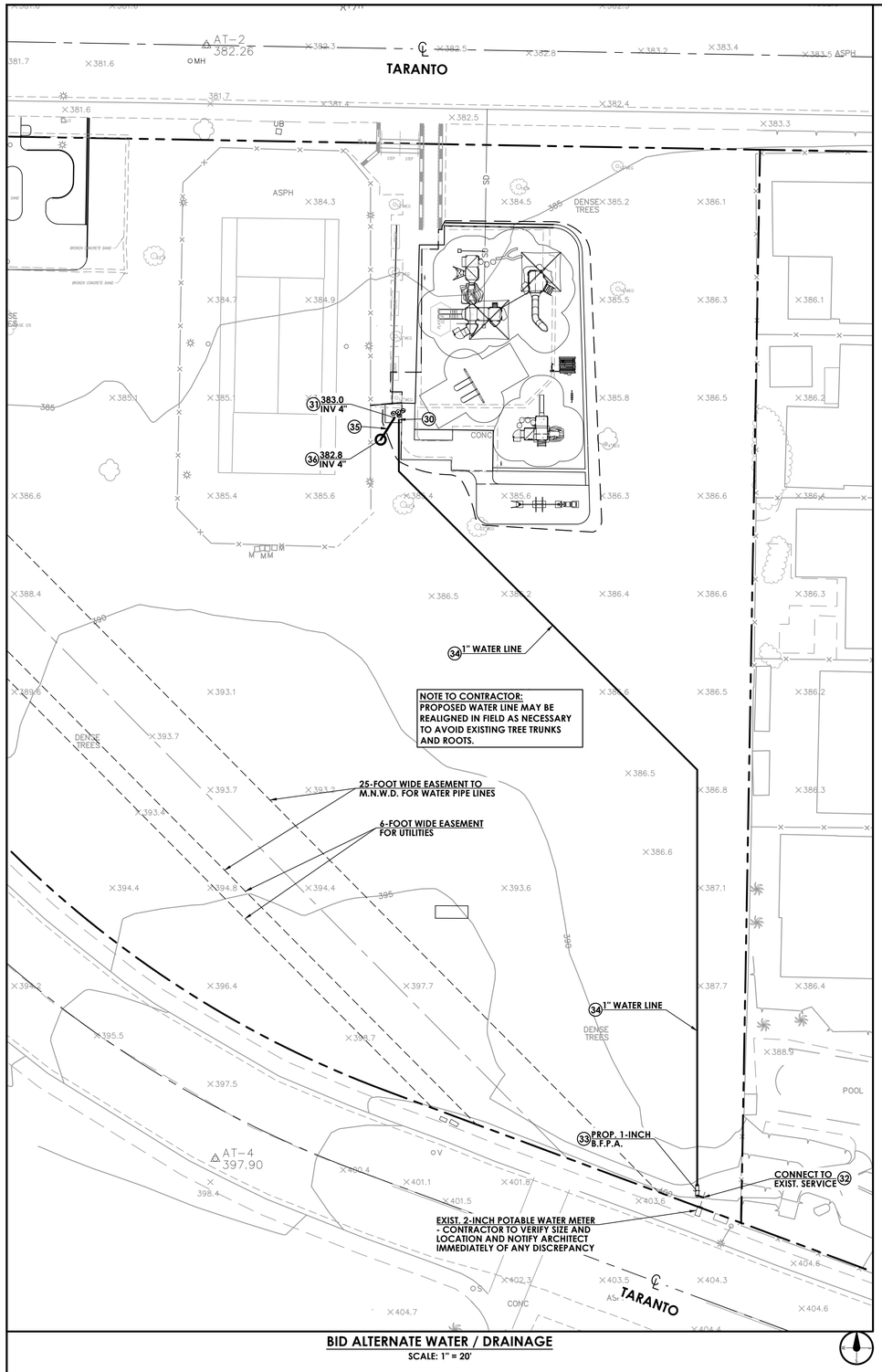


BID ALTERNATE WATER / DRAINAGE
SCALE: 1" = 20'

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

*** NOTE TO CONTRACTOR:**

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

NOTE TO CONTRACTOR:

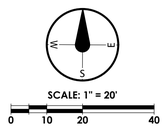
LOCATE ALL EXISTING UTILITIES AS A FIRST ITEM OF WORK AND PROTECT THEM IN PLACE AS REQUIRED.

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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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
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.

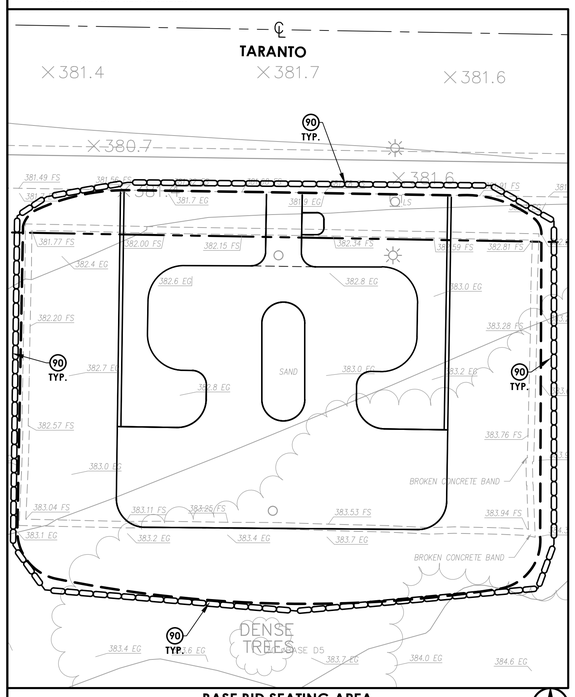
4. INSTALLATION: GRAVELBAGS SHALL BE INSTALLED IN A SIDE BY SIDE MANNER TO ENTRAP SILT AND MUD, AND TO DIVERT THE FLOW OF WATER. NOTWITHSTANDING THE OTHER REQUIREMENTS OF THIS SPECIFICATION, FAILURE OF THE BAGS TO PERFORM THIS FUNCTION SHALL BE REASON TO REJECT THEIR INSTALLATION.

   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.

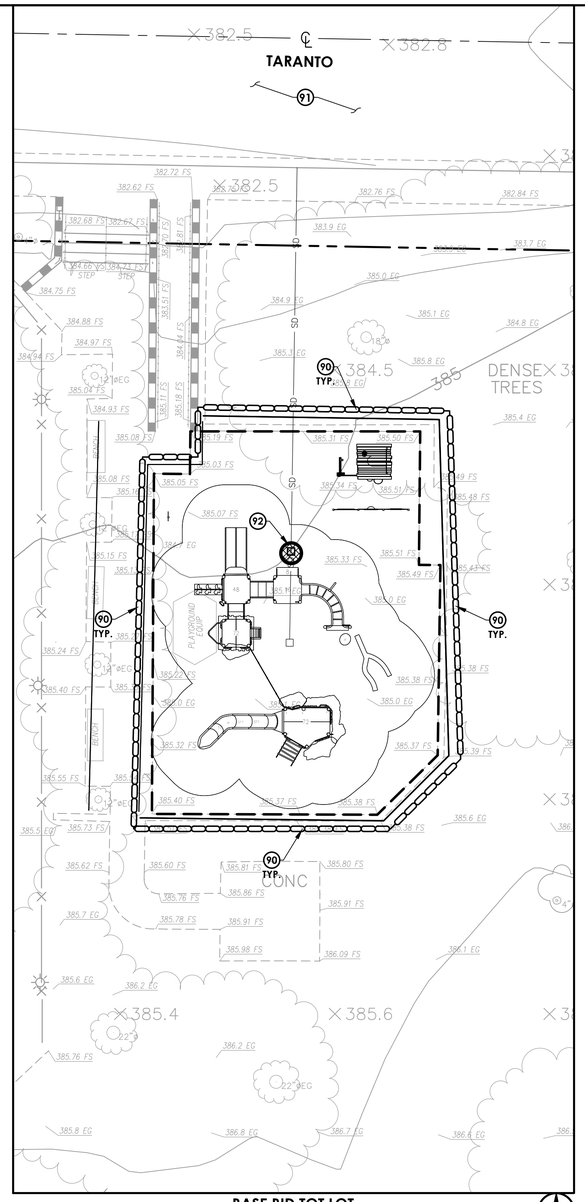
   SUBSEQUENT COURSES OF BAGS SHALL BE PLACED AS DESCRIBED PREVIOUSLY, WITH THE MID-POINT OF THE BAGS STRADDLING THE JOINTS OF BAGS IN THE UNDERLYING ROW.

   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.

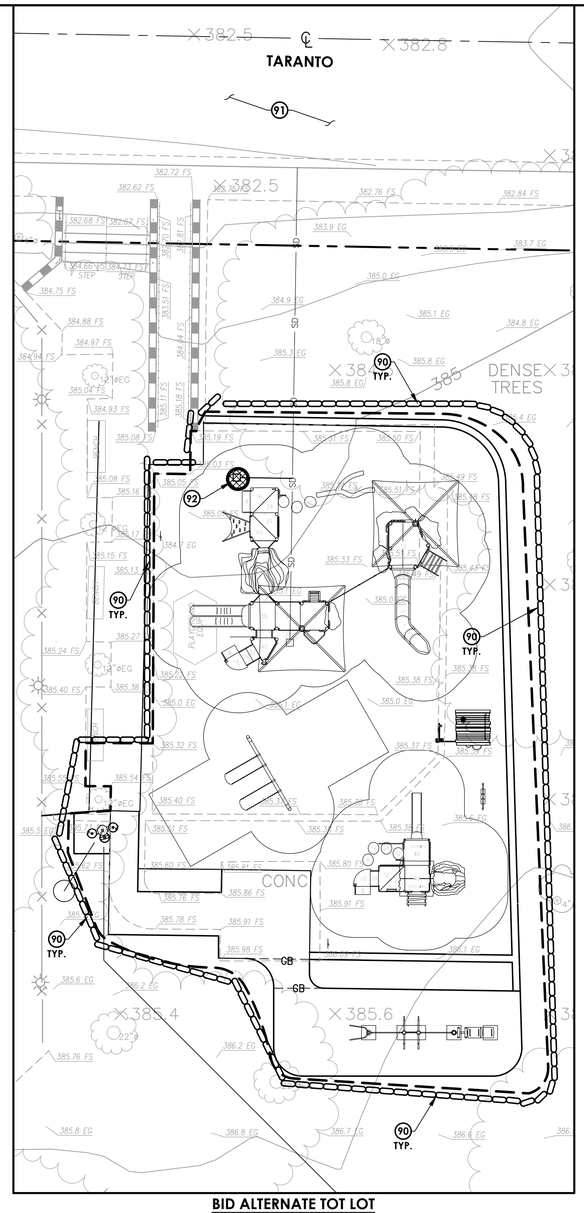
   DAMAGE WHICH COULD FORESEEBLY BE PREVENTED BY PROPER GRAVELBAG INSTALLATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.



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 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 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)

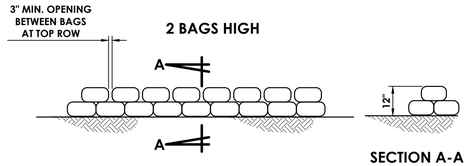
CONSTRUCTION
STORMWATER MITIGATION MEASURES (BMPs)

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

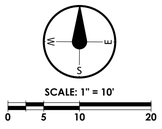


SECTION A-A

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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SAN REMO PARK IMPROVEMENTS
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REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
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Exp. 09-30-27
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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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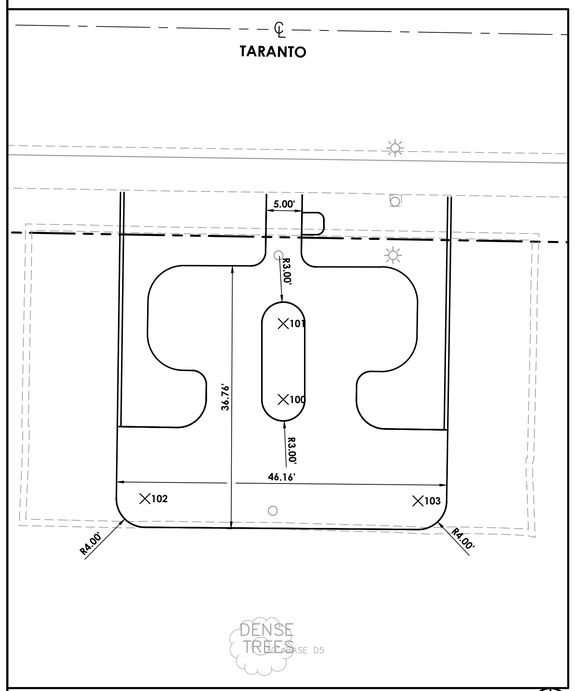
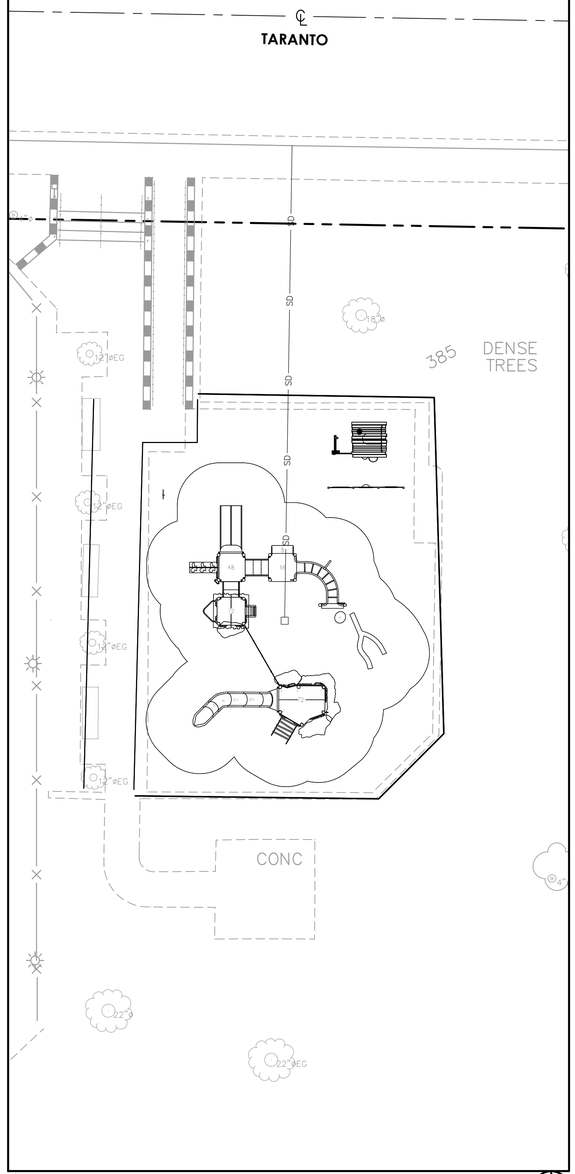
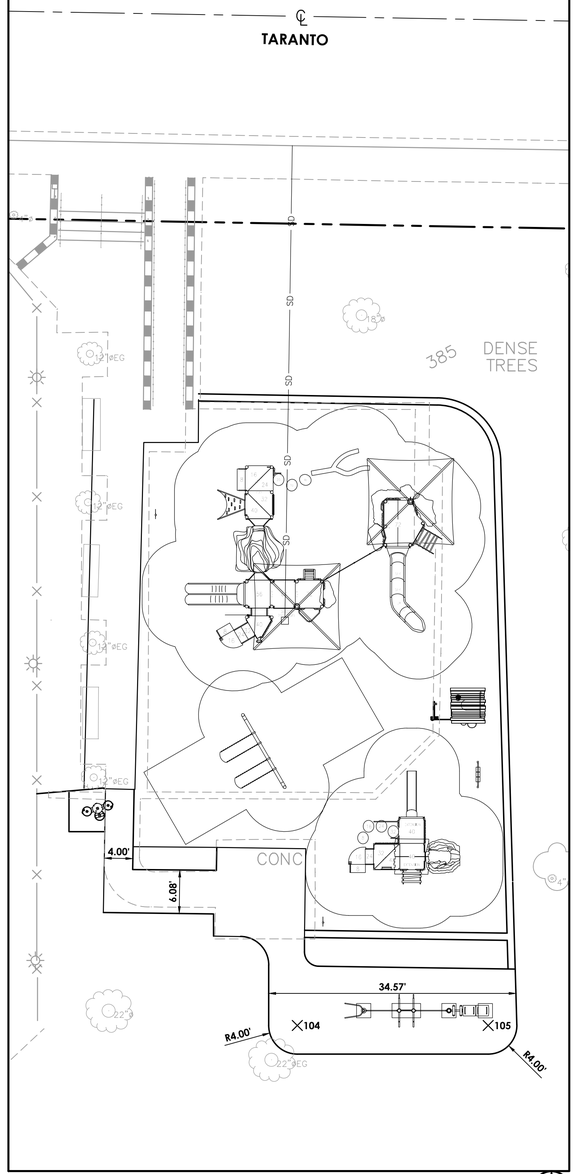


BASE BID SEATING AREA
SCALE: 1" = 10'



BASE BID TOT LOT
SCALE: 1" = 10'



BID ALTERNATE TOT LOT
SCALE: 1" = 10'

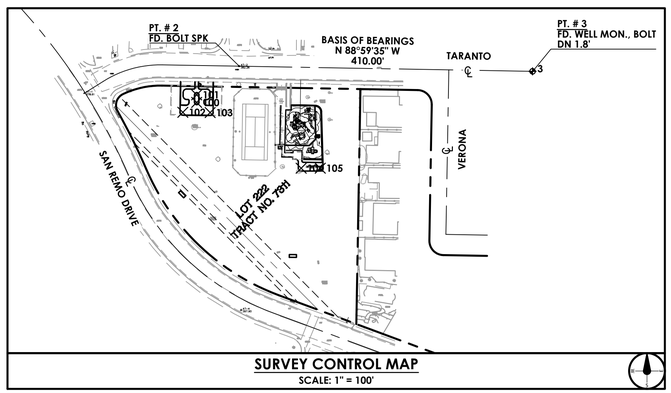
BENCHMARK

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.

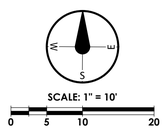
BASIS OF BEARINGS:

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



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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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
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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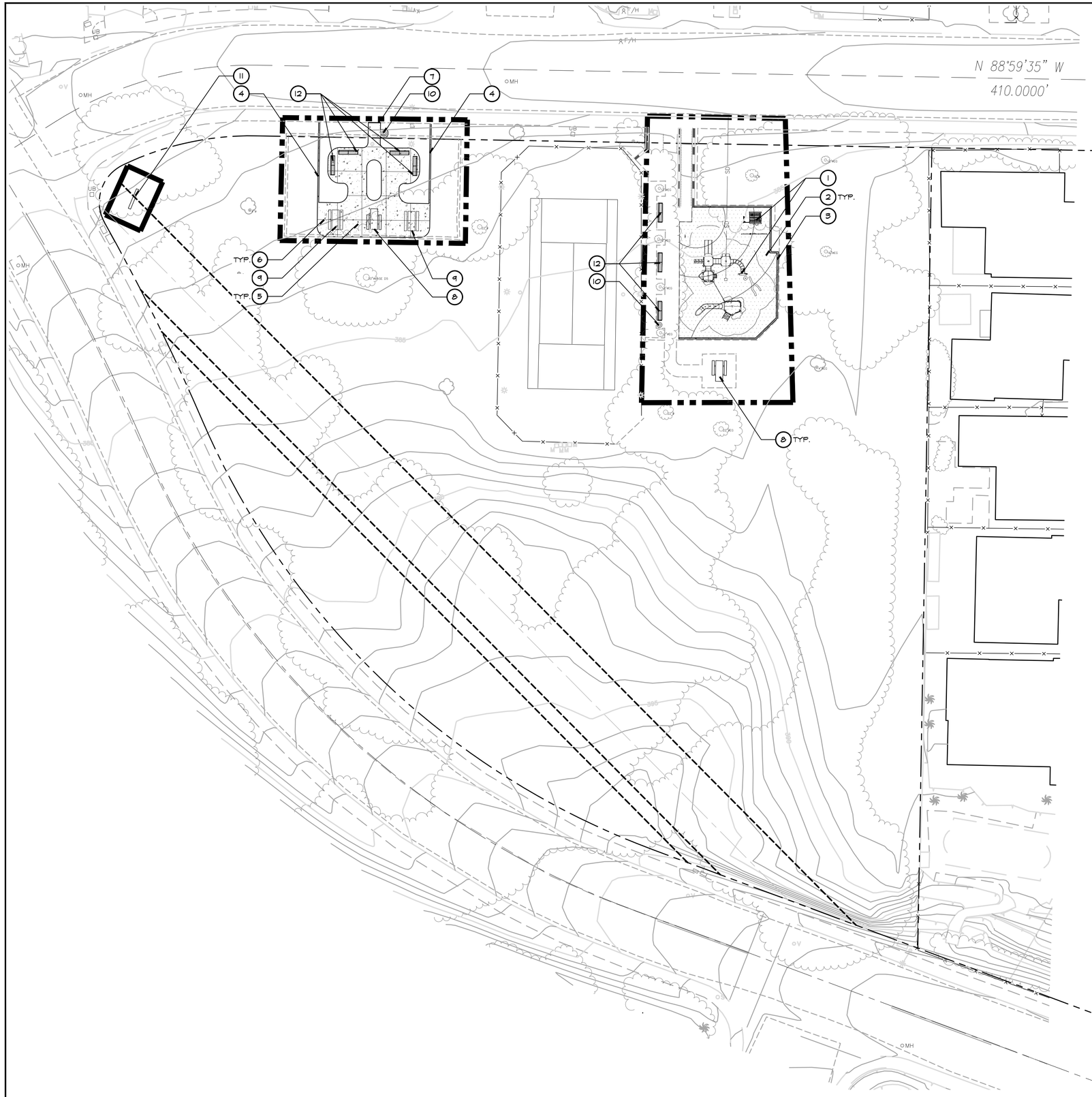

CONSTRUCTION LEGEND (BASE BID):

	CONSTRUCT:	DETAIL REFERENCE/COMMENTS:
1	PLAY EQUIPMENT	DETAIL: 3 SHEET: L-2.02
2	RESILIENT SURFACING	DETAIL: 5 & 6 SHEET: L-2.01
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: 2 SHEET: L-2.02
12	CONCRETE BENCH	DETAIL: 1 SHEET: L-2.02

0' 10' 20' 40'

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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
Signature
08/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

BASE BID CONST. PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

L-1.01

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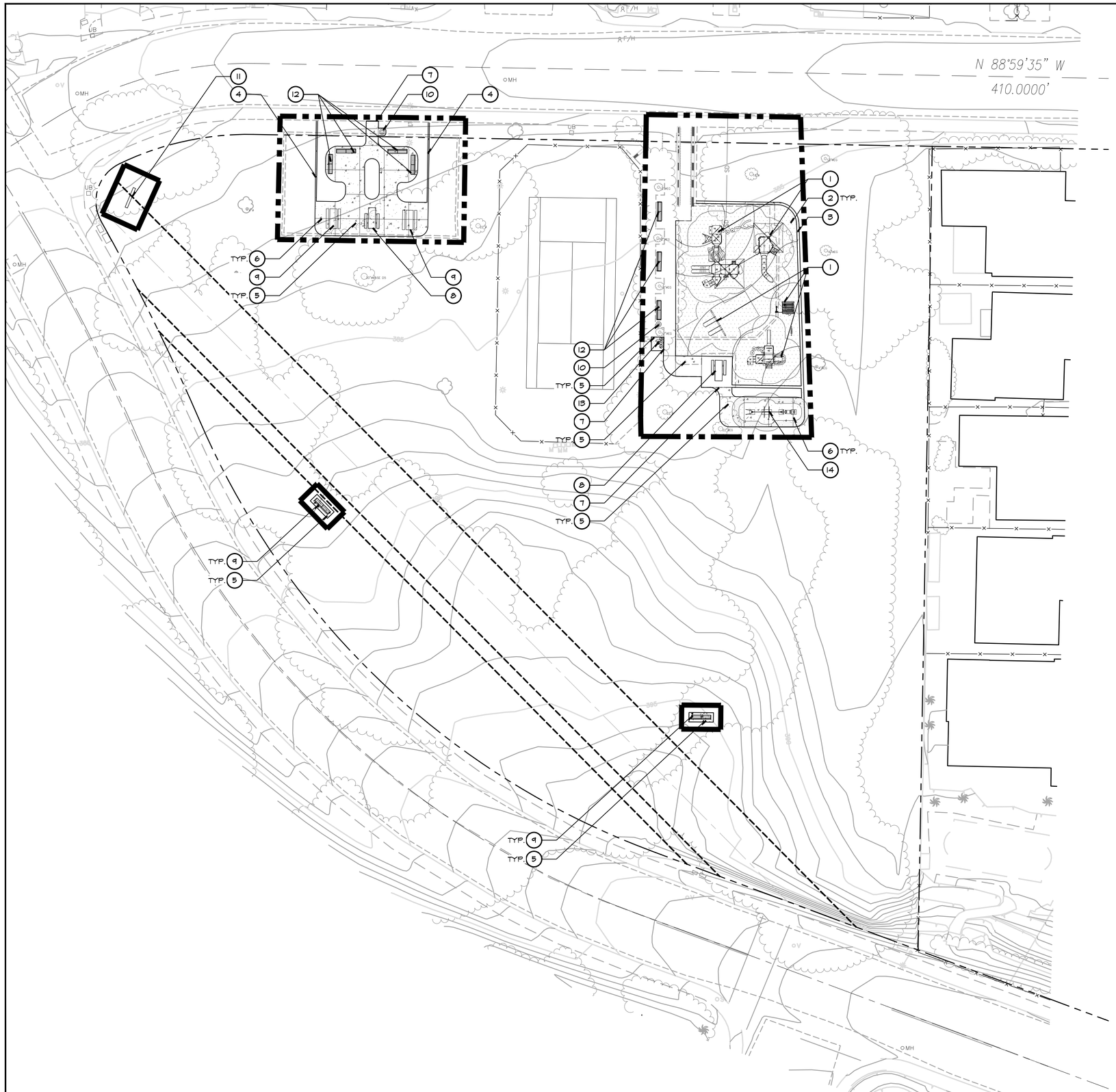

CONSTRUCTION LEGEND (ADDITIVE BID):

	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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CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2502
STATE OF CALIFORNIA
Signature
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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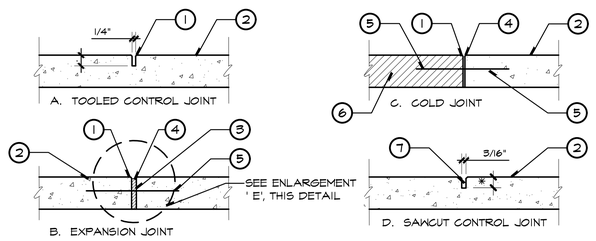


NOTES:

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:

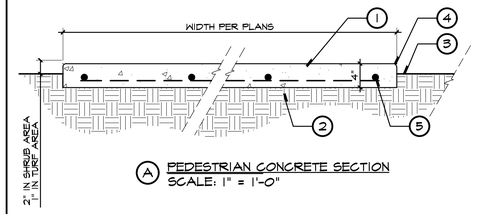
1. 1/4" RADIUS EDGE.
2. PAVING FINISH SURFACE PER PLAN.
3. 1/4" **DECK-O-FOAM** EXPANSION MATERIAL BY; **H.R. MEADOWS** OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. (909) 484-2606.
4. "GUN-GRADE" TWO-PART POLYURETHANE SEALER BY: **PECORA CORPORATION** (800) 523-6688, OR APPROVED EQUAL.
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. 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

PRODUCT: Q-LBT102PTADA | WEIGHT: 2,615 lbs. (CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ___

CONCRETE COLOR: ✓ NATURAL ○ MISSION WHITE ○ CUSTOM ○ FRENCH GREY ○ LATTE

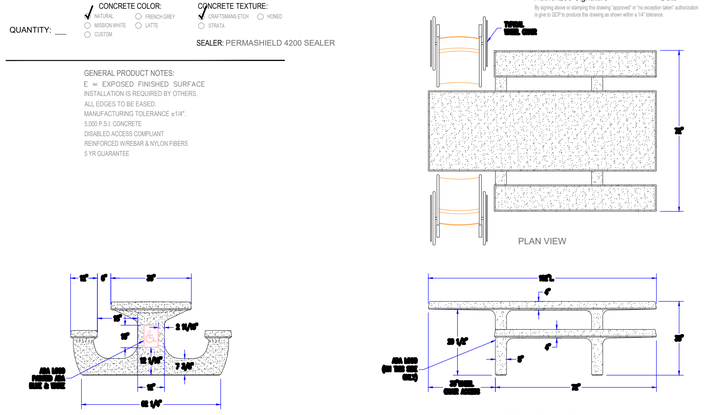
CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH ○ STRATA ○ HONED

SEALER: PERMASHIELD 4200 SEALER

Authorized Signature | Date

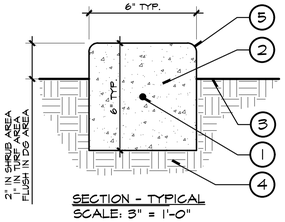
By signing above or stamping this drawing "approved" or "no exception taken" authorization is given to QCP to produce this drawing as shown within a 1/4" tolerance.

GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
5,000 P.S.I. CONCRETE
DISABLED ACCESS COMPLIANT
REINFORCED W/REBAR & NYLON FIBERS
5 YR GUARANTEE



QCP www.qcp-corp.com	PLAN TYPE: CONSTRUCTION PLAN	DATE: 3/30/26	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.:	

3 ACCESSIBLE PICNIC TABLE



SECTION - TYPICAL
SCALE: 3" = 1'-0"

LEGEND:

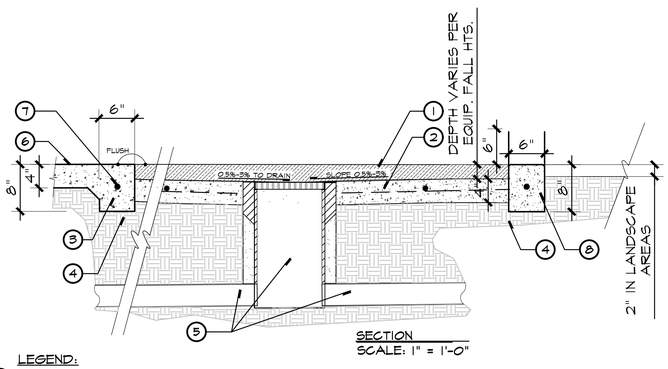
1. #3 HORIZONTAL REBAR, CONTINUOUS.
2. POURED IN PLACE CONCRETE MOW CURB WITH 1/2" TOOLED RADIUS AT ALL CORNERS & EDGES.
3. FINISHED GRADE.
4. COMPACTED, MOISTURE CONDITIONED SUBGRADE.
5. 1/2" TOOLED RADIUS.

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.

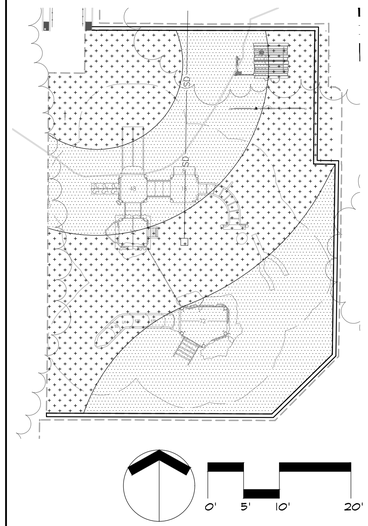
B. RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.

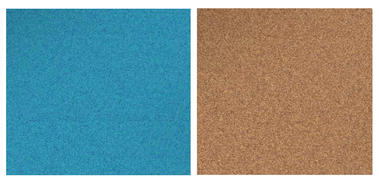
C. CONTRACTOR SHALL SUBMIT 12"X12" COLOR SAMPLE OF EACH COLOR SPECIFIED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

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





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.**

6 RESILIENT SURFACING LAYOUT

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 ○ STRATA ○ HONED

SEALER: PERMASHIELD 4200 SEALER

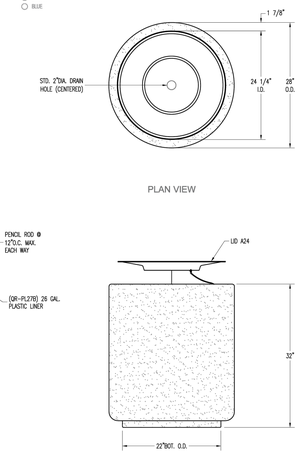
Authorized Signature | Date

By signing above or stamping this drawing "approved" or "no exception taken" authorization is given 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.
STD. 2"DIA. DRAIN HOLE

LID MATERIAL: ✓ ALUMINUM ○ STEEL

LID COLORS: ✓ BLACK ○ GRAY ○ BROWN ○ BLUE



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.:	

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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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

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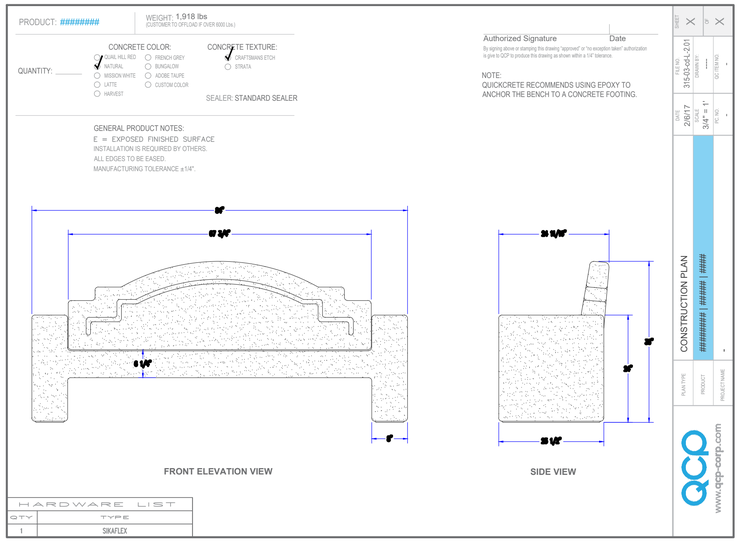
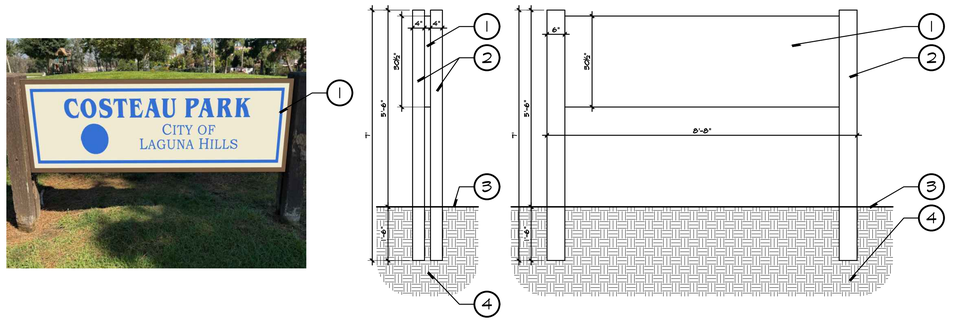


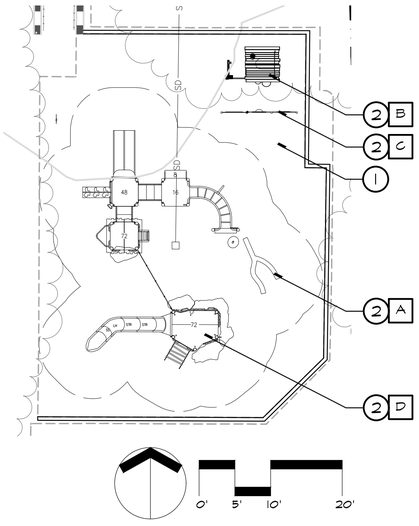
1 CONCRETE BENCH



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.

2 MONUMENT SIGN



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.

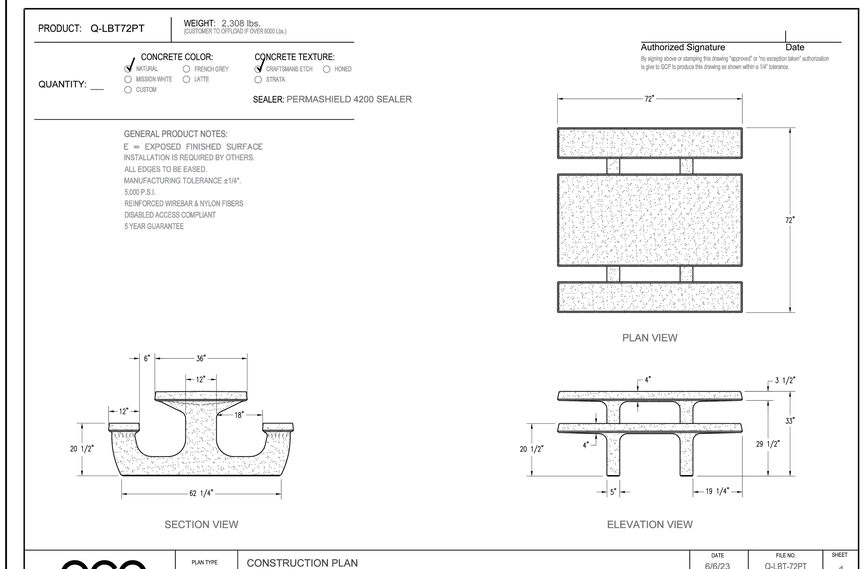


KIDS CABIN / INTERACTIVE PANEL



LOG BALANCE BEAM / 5-12 PLAY STRUCTURE

3 PLAY EQUIPMENT



4 CONCRETE PICNIC TABLE

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CONSULTANT

SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2592
Signature
10/30/2021
Renewal Date
5/31/2026
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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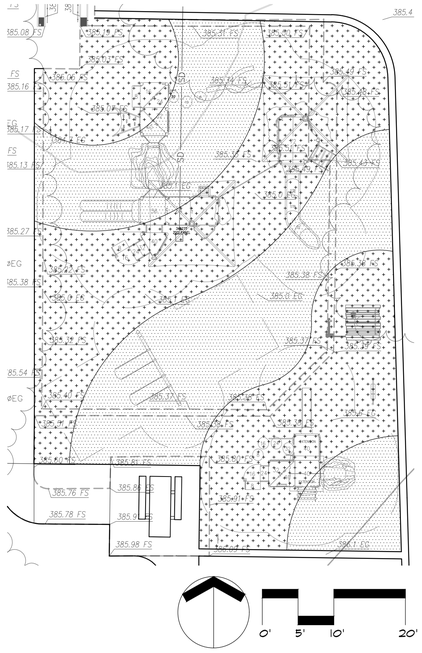
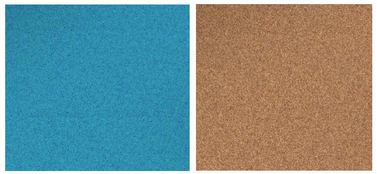




MIX COMPOSITION:
75% AQUAMARINE
25% COBALT BLUE

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.

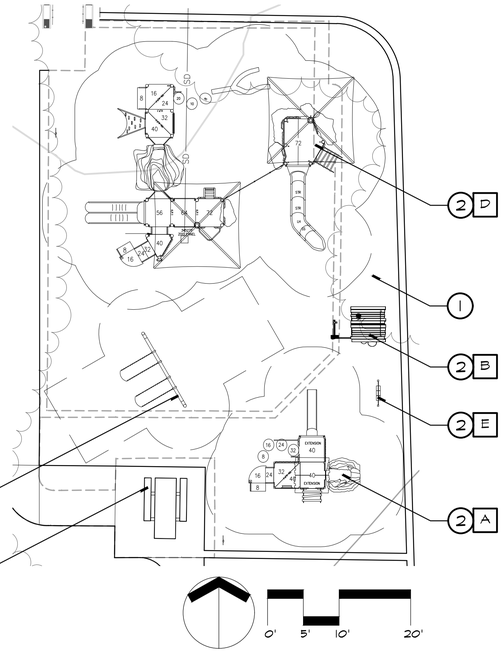
2 EXERCISE EQUIPMENT



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: **1194519-03-01**.

(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.

(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.

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

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. 2932
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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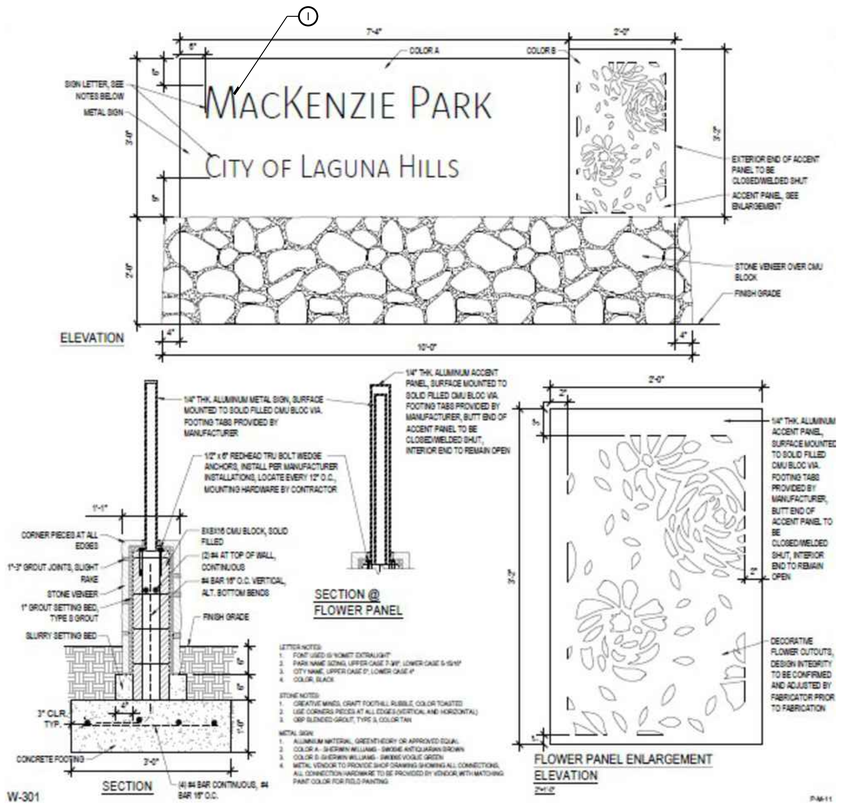

LEGEND:

① PARK NAME FOR REFERENCE ONLY. REPLACE PARK NAME "MACKENZIE PARK" WITH "SAN REMO PARK".

1 PARK MONUMENT SIGN

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. 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

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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
	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

Glasir Design
Irrigation Consulting
CID#6004-glasirdesign.com

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%

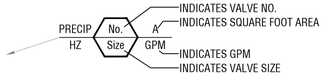
Soil Type (Textural)	CLAY LOAM
Field Capacity	27%
Permanent Wilt Point	13%
Apparent Specific Gravity	1.35

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-8MPR - 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
04/30/2027
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REVISIONS	DATE

SHEET TITLE
IRRIGATION LEGEND & NOTES

JOB #	315-03
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DRAWN	CH
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L-3.00

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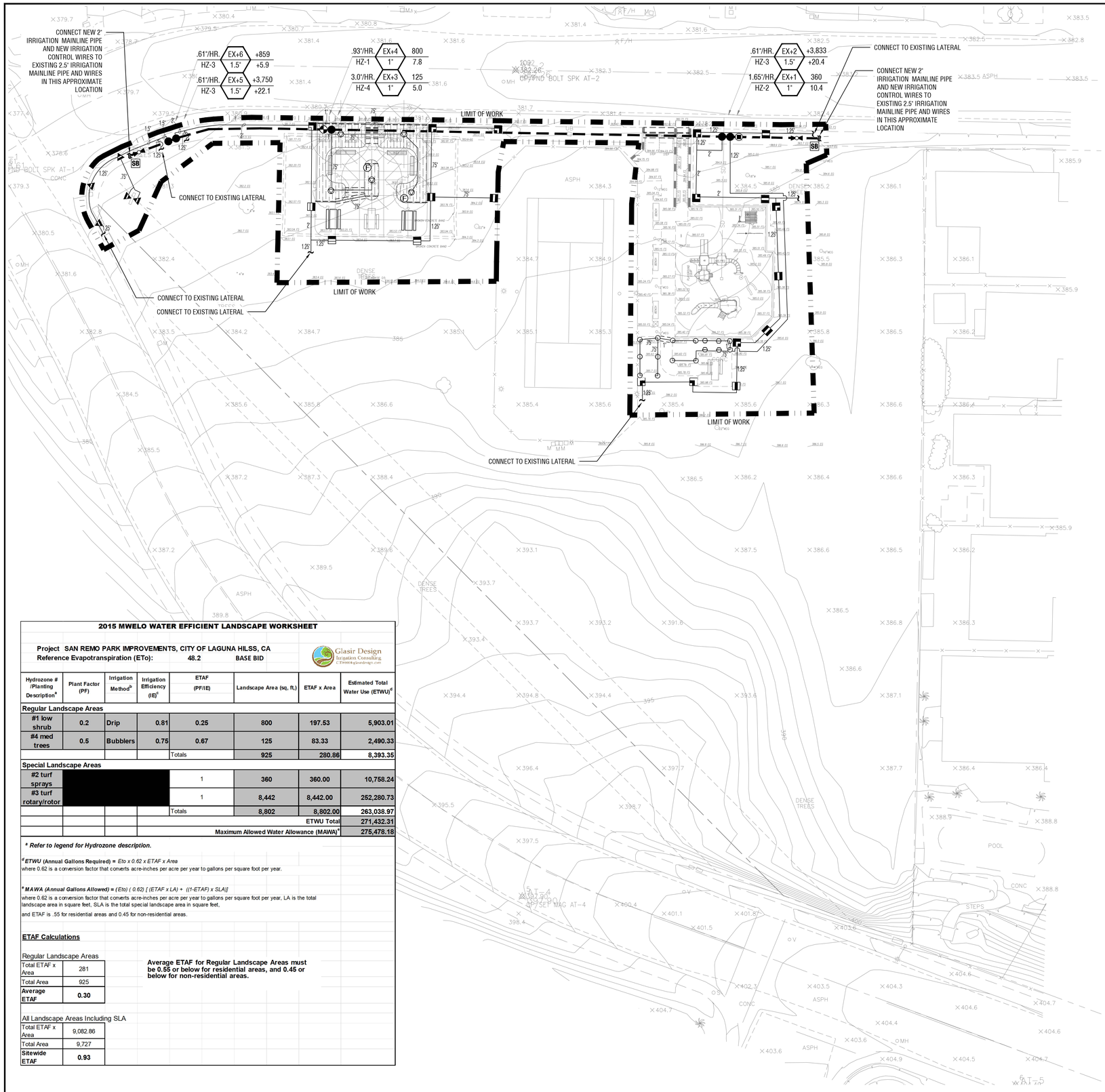

2015 MWELO WATER EFFICIENT LANDSCAPE WORKSHEET

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:
CONTRACTOR SHALL ADJUST ALL OVERHEAD IRRIGATION (ROTARY, BUBBLERS, AND SPRAYS), TO PREVENT OVER SPRAY ON TO HARDSCAPE AND STRUCTURES.

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

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2502
Signature
04/30/2021 Renewal Date
3/05/2026 Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
BASE BID IRRIGATION PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/05/2026

SHEET
L-3.01

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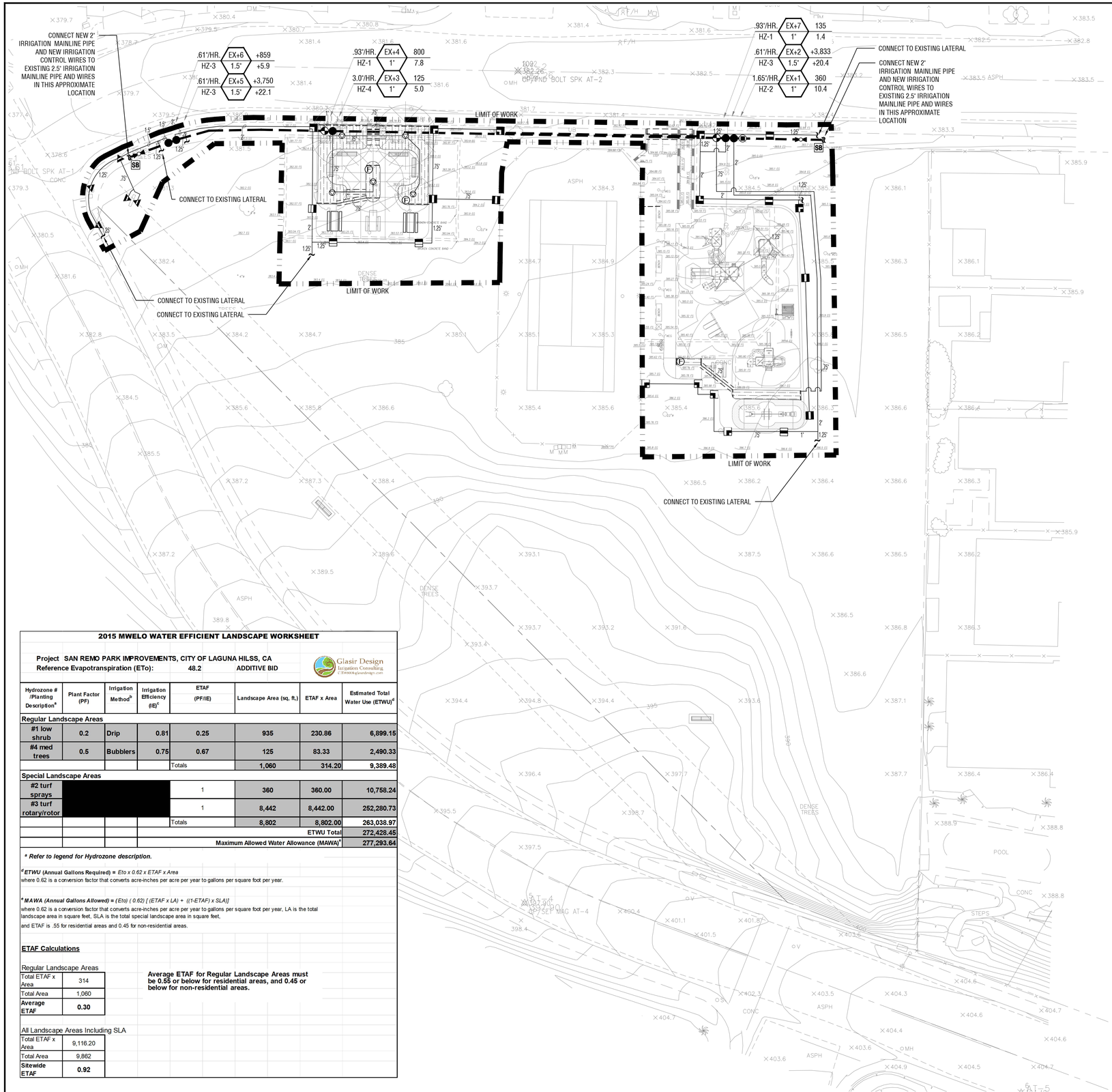

2015 MWELO WATER EFFICIENT LANDSCAPE WORKSHEET

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**

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SAN REMO PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT — LARRY P. RYAN LICENSE NO. 2952 — Signature — 08/30/2027 Renewal Date — 3/05/2026 Date — STATE OF CALIFORNIA

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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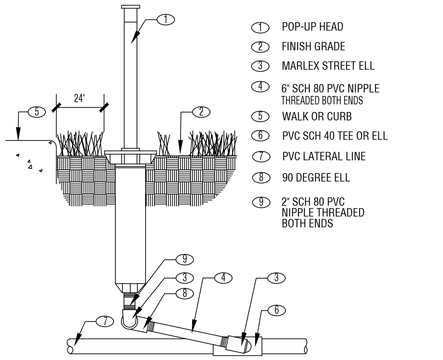
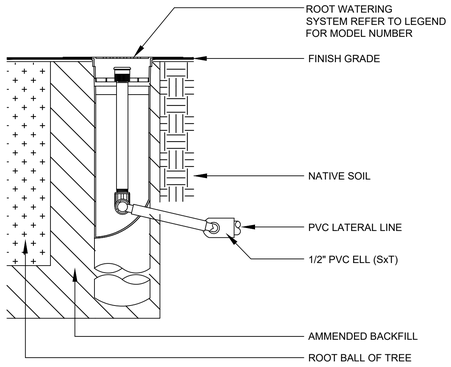
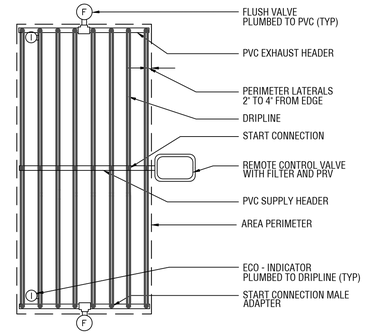


1. POP-UP HEAD
2. FINISH GRADE
3. MARLEX STREET ELL
4. 6" SCH 80 PVC NIPPLE THREADED BOTH ENDS
5. WALK OR CURB
6. PVC SCH 40 TEE OR ELL
7. PVC LATERAL LINE
8. 90 DEGREE ELL
9. 2" SCH 80 PVC NIPPLE THREADED BOTH ENDS

A POP UP SPRINKLER
N.T.S.

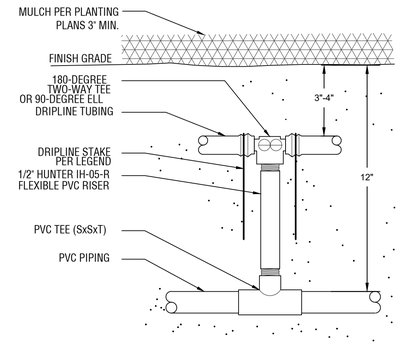


B TREE ROOT WATERING SYSTEM
N.T.S.

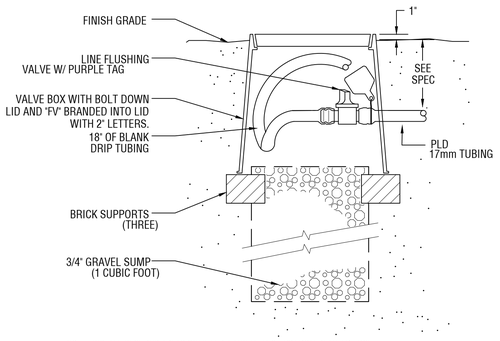


NOTE: AIR RELEASE VALVES NOT REQUIRED WHEN TUBING EMITTERS HAVE BUILT IN CHECK VALVES.

C DRIP TUBING LAYOUT
N.T.S.

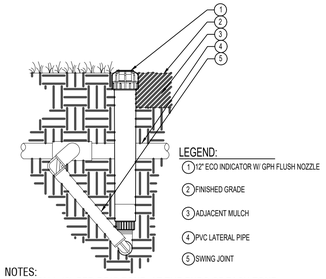


D DRIP TUBING START CONNECTION
N.T.S.



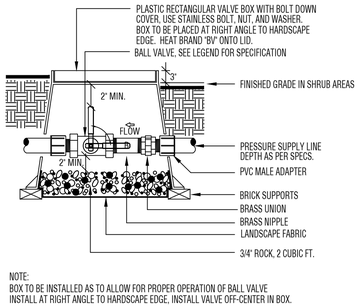
NOTE: INSTALL IN SHRUB AREAS ONLY AND A MINIMUM OF 12" FROM PLANTER EDGE

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.

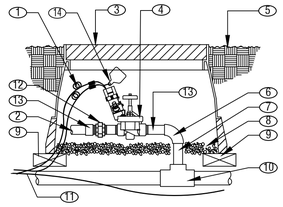
F DRIPLINE OPERATION INDICATOR
N.T.S.



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.

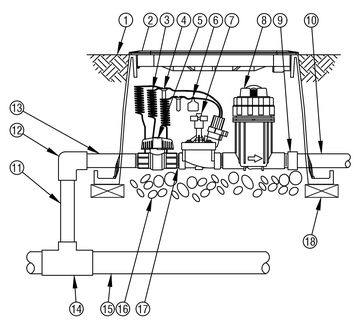
G BALL VALVE
N.T.S.



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

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

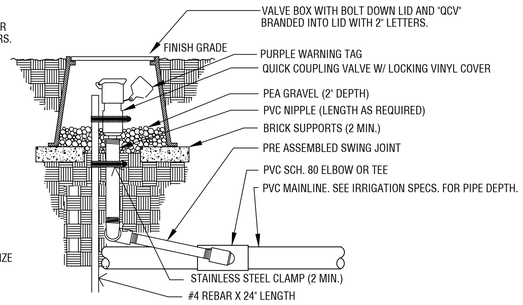
H REMOTE CONTROL VALVE
N.T.S.



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)

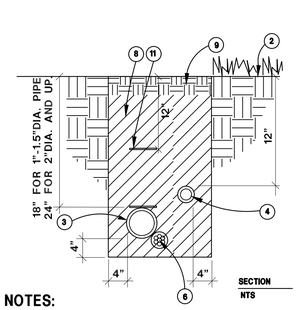
NOTE: INSTALL IN SHRUB AREAS ONLY AND A MINIMUM OF 12" FROM PLANTER EDGE

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.



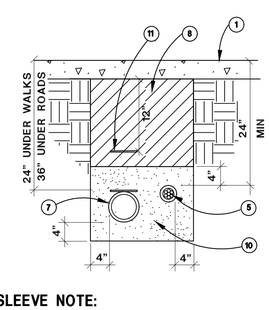
PIPE/SLEEVE LEGEND:

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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REVISIONS	DATE

SHEET TITLE
IRRIGATION DETAILS

JOB #	315-03
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CHECKED	AS
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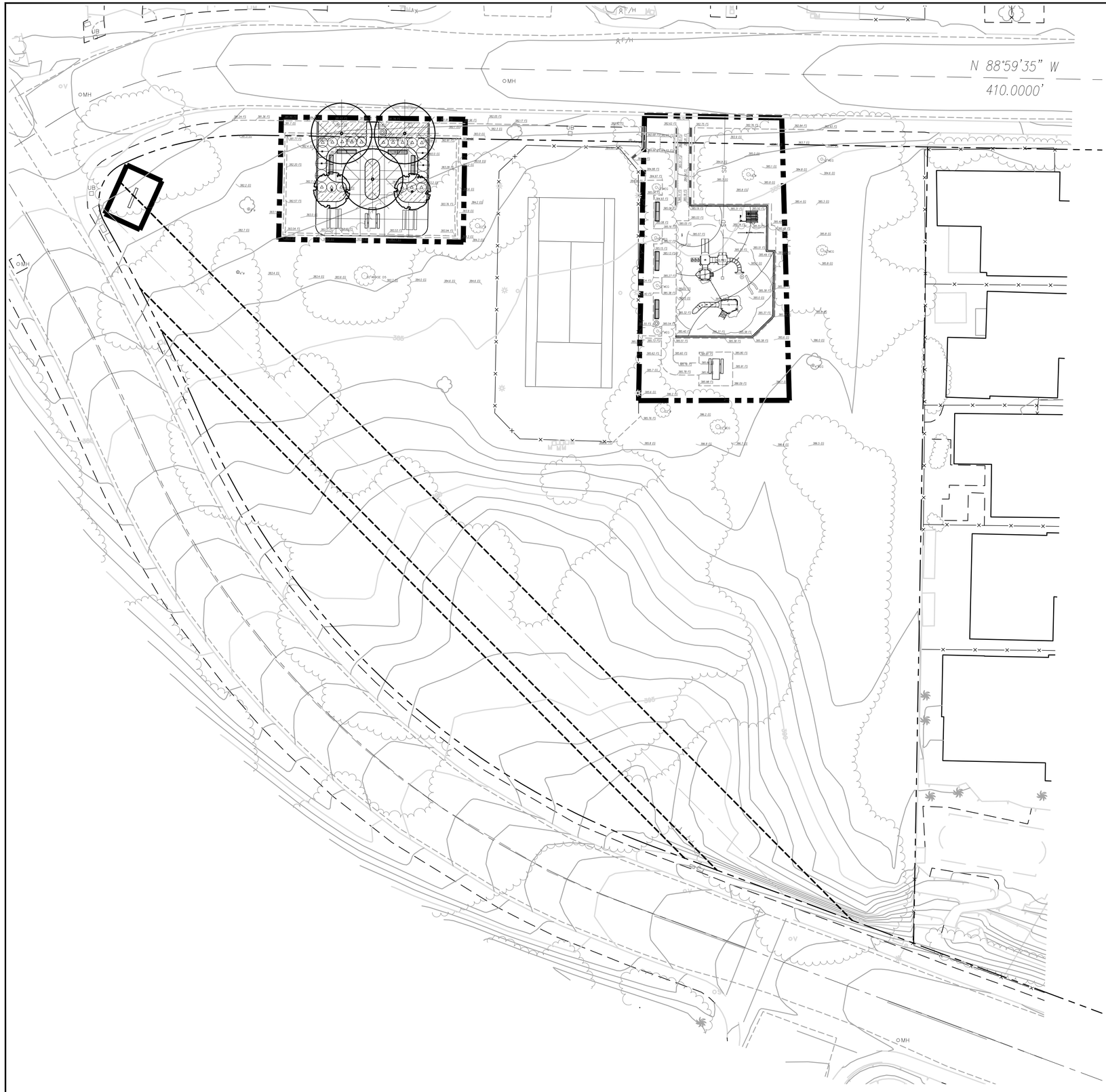

TREE LEGEND

		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'

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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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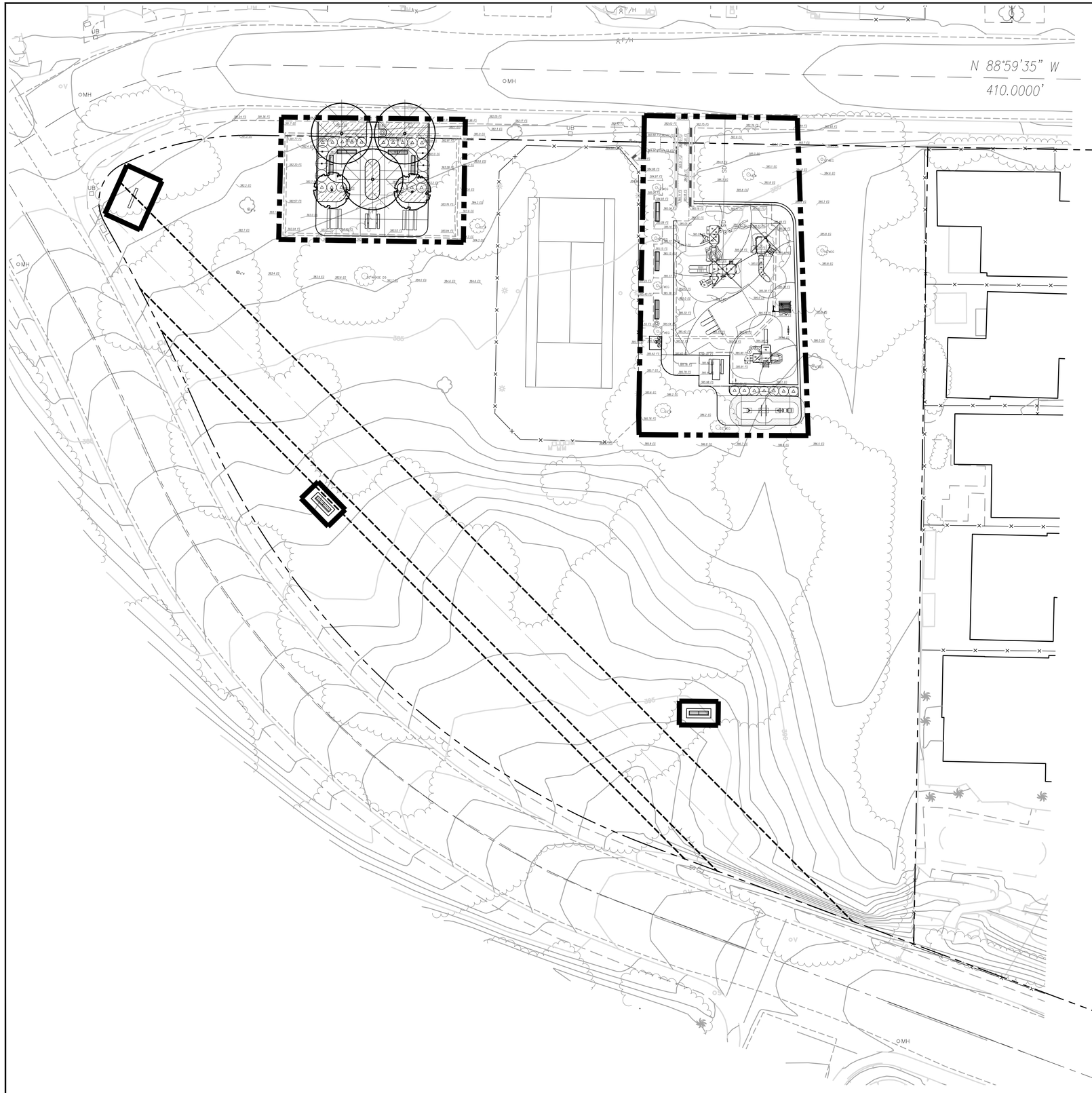

TREE LEGEND

	BOTANICAL NAME COMMON NAME	SIZE	WUCOLS	QTY.
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	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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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
Signature
04/30/2027
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

L-5.02

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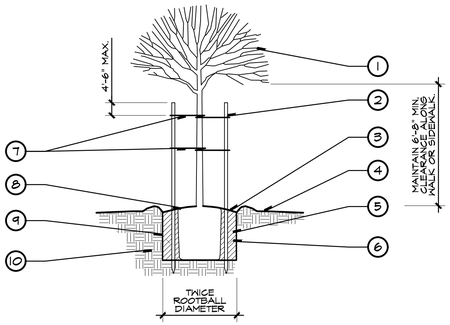


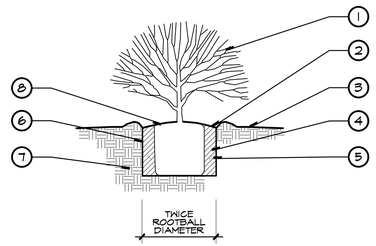
SECTION

(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



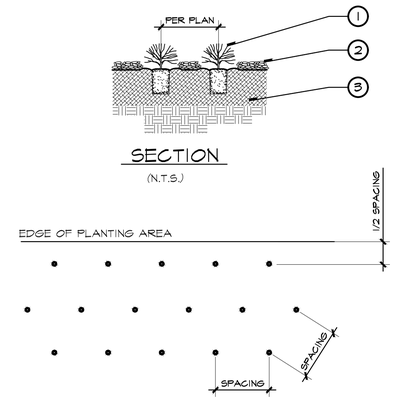
SECTION

(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



PLAN VIEW

(N.T.S.)

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.

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San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
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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
04/30/2027
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

August 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 — 08/25/2026 Date
R.C.E. No. 66999
Expiration Date 9/30/2026

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 **11:30 a.m. on Thursday, October 1, 2026**, at which time they will be publicly opened and read aloud.

PRE-BID MEETING: A pre-bid meeting will be held at San Remo Park **at 9:00 a.m. on Wednesday, September 16, 2026. *Site Address: Taranto Drive and San Remo Drive, Laguna Hills, California 92653.*** The meeting is **mandatory**.

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 August, 2026.

City of Laguna Hills, California

BY _____
JOSHUA STEVENSON, 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.

/

/

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

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.

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.

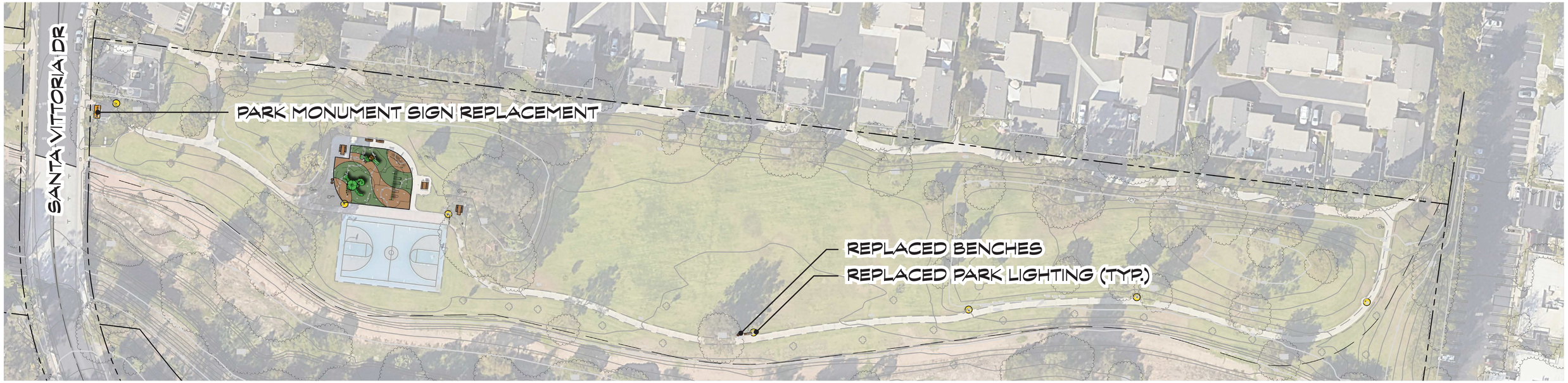
900-2.5 Exercise Equipment

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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REPLACED BENCHES

PROPOSED 2-5 PLAY STRUCTURE WITH INDEPENDENT SHADE CANOPY

PROPOSED 5-12 PLAY STRUCTURE WITH INTEGRATED SHADE CANOPY

PROPOSED 2-BAY SWINGS (2 STANDARD BELTS, 2 TODDLER BUCKETS)

REPLACED PICNIC TABLE

REPLACED PLAYGROUND SURFACING

PROPOSED DRINKING FOUNTAIN

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.

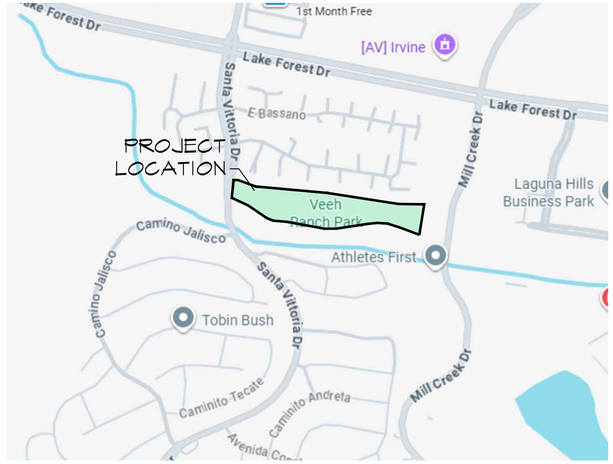
S. THE CONTRACTOR SHALL VERIFY ALL PROPERTY LINES OR LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.

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.

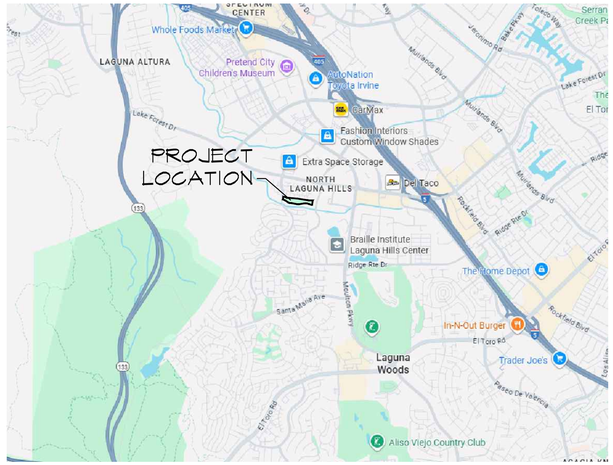
V. PLANT MATERIAL SUPPLIER AND/OR LANDSCAPE CONTRACTOR SHALL PROVIDE GUARANTEED EVIDENCE TO THE CITY THAT ALL PLANT MATERIAL IS CONSISTENT WITH THE APPROVED PLANT LEGEND CONSIDERING GENUS, SPECIES, CULTIVARS, & SIZE SPECIFIED. ALL PLANT MATERIAL NOT CONSISTENT WITH THE PLANT LEGEND MAY BE REJECTED.

LOCATION MAP:



SCALE: N.T.S.

VICINITY MAP:



SCALE: N.T.S.

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BILLZ@FBAENGR.COM

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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
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CONSULTANT

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

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

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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
	DWY	DRIVEWAY	TF	TOP OF FOOTING
12"W EXISTING UTILITY LINE (TYPE AND SIZE AS NOTED)	DF	DRINKING FOUNTAIN	TMH	TOP OF MANHOLE
	ELEC	ELECTRIC	TOS	TOP OF SUBGRADE
	EP	EDGE OF PAVEMENT	TW	TOP OF WALL
GB GRADE BREAK LINE	FF	FINISHED FLOOR	S OR SEW	SANITARY SEWER
	FG	FINISHED GRADE	SCO	SEWER CLEAN OUT
FLOWLINE	FH	FIRE HYDRANT	STA	STATION
	FL	FLOWLINE	W OR WAT	WATER
FLOW DIRECTION	FS	FINISHED SURFACE	WIF	WROUGHT IRON FENCE
	GB	GRADE BREAK	WM	WATER METER
STORM DRAIN & GRATE	HP	HIGH POINT	WV	WATER VALVE
	INV	INVERT		
STORM DRAIN AND CLEANOUT	IRR OR IRRIG	IRRIGATION		
	LP	LOW POINT		
STREET LIGHT	MH	MANHOLE		
	P/A	PLANTER AREA		
VALVE	OC	ON CENTER		
	PCC	PORTLAND CONCRETE CEMENT		
CONCRETE (PEDESTRIAN) PER LANDSCAPE ARCHITECT PLANS	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

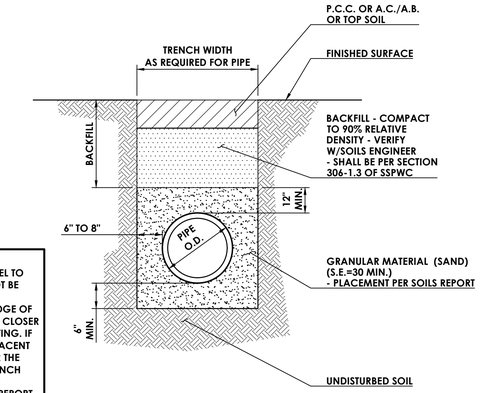
THE ESTIMATES OF IMPROVEMENT AND GRADING QUANTITIES AS SHOWN HEREON ARE PROVIDED FOR SATISFYING PLAN CHECK INFORMATION REQUIREMENTS ONLY. THE CONTRACTOR SHALL PERFORM AN INDEPENDENT ESTIMATE OF ALL IMPROVEMENT QUANTITIES INCLUDING GRADING QUANTITIES, AND SHALL USE SAME AS A BASIS FOR HIS BID(S) AND CONTRACT(S).

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



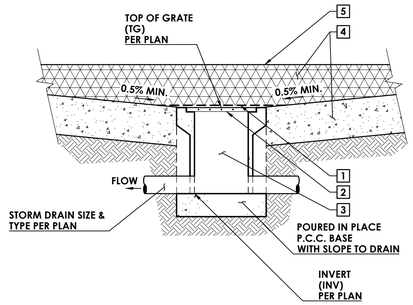
NOTE:
TRENCHES ADJACENT AND PARALLEL TO BUILDING FOUNDATIONS SHALL NOT BE BELOW A 1:1 PLANE PROJECTED DOWNWARD FROM THE BOTTOM EDGE OF THE ADJACENT FOOTING AND NOT CLOSER THAN 18" FROM THE FACE OF FOOTING. IF THIS CONDITION OCCURS THE ADJACENT FOOTING SHOULD BE DEEPENED OR THE UTILITY CONSTRUCTED AND 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.

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

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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
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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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
DEMOLITION PLAN

JOB #	101.305vr (civTEC)
DESIGNED	TEC
DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET
D-1.1

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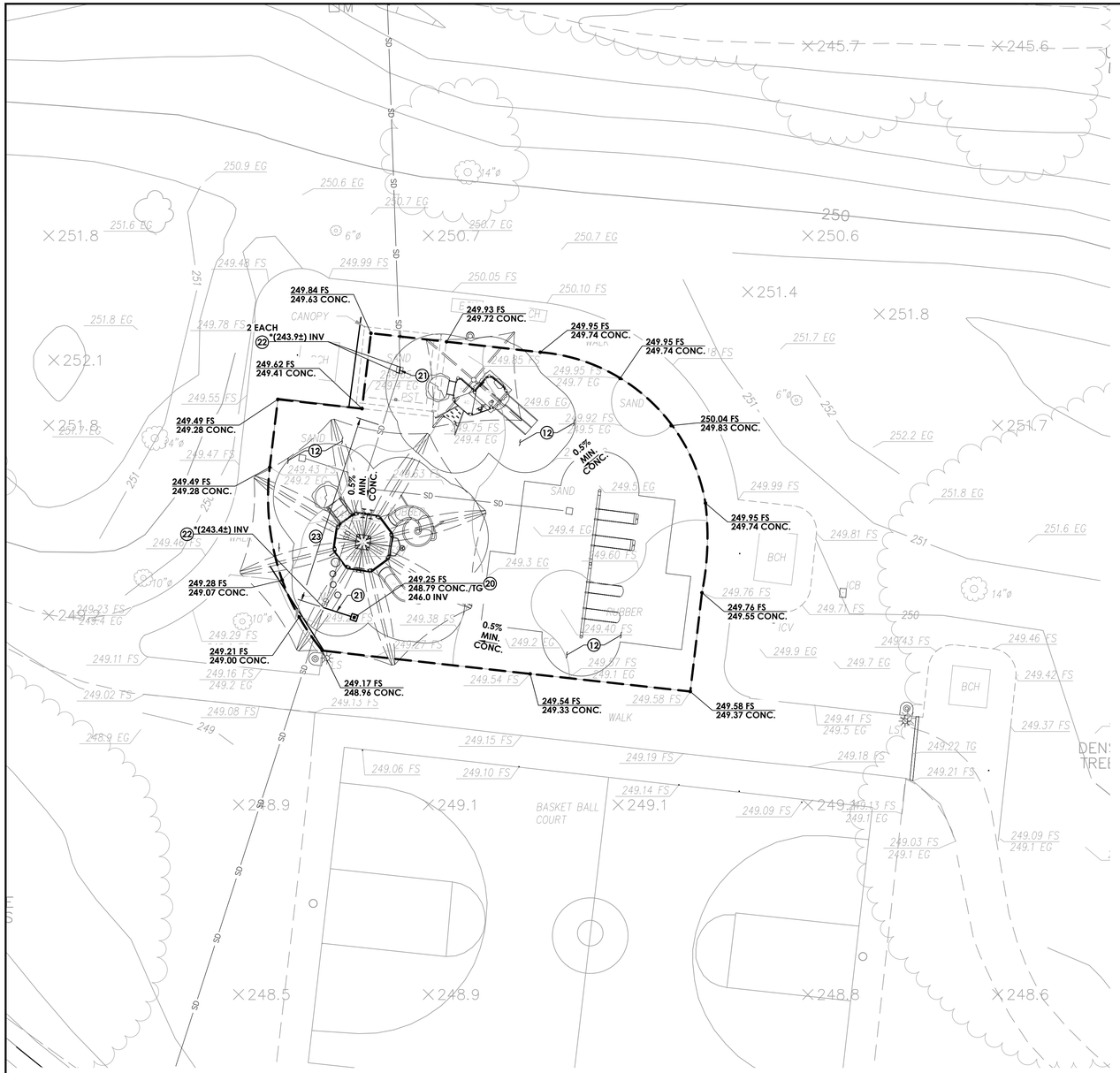

GENERAL CONSTRUCTION NOTES

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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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 #	101.305vr (civTEC)
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DRAWN	STAFF
CHECKED	TEC
DATE	12/22/2025

SHEET

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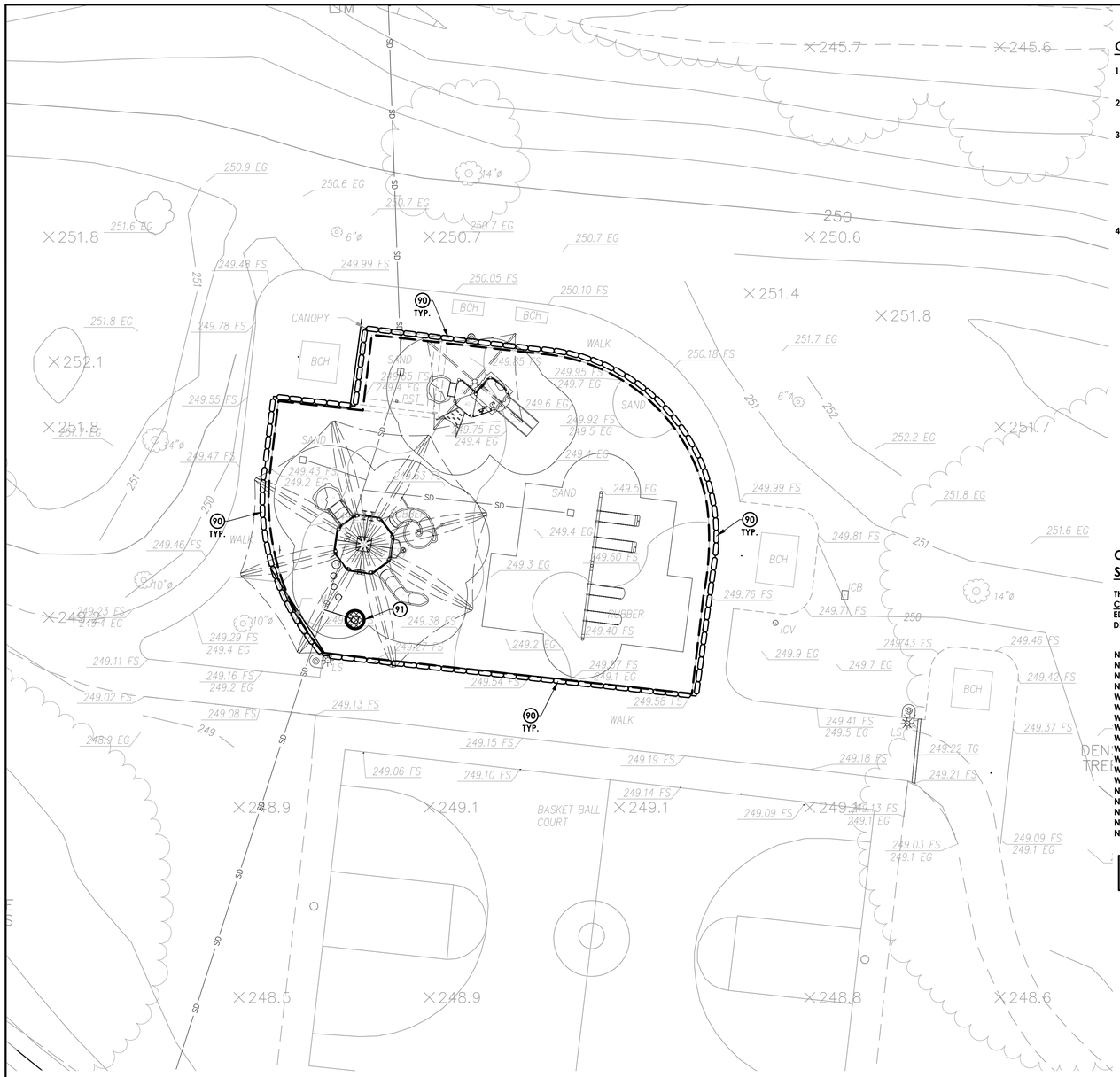


GRAVELBAGS:

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.

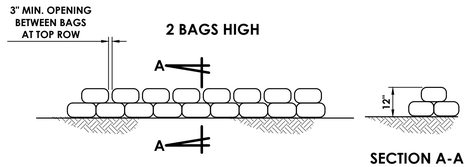
EROSION CONTROL CONSTRUCTION NOTES

(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



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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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.

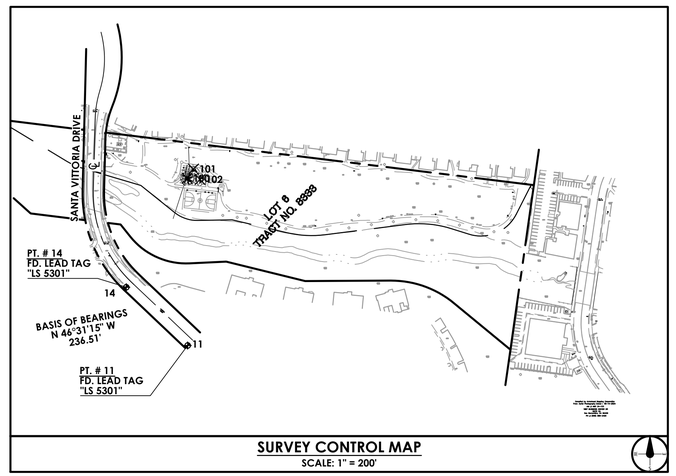
B. AN AUTOCAD-COMPATIBLE .DWG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR HIS USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR 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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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
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	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'

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

RJM DESIGN GROUP
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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. 2552
STATE OF CALIFORNIA
Signature
6/30/2027
Renewal Date
3/31/2026
Date

REVISIONS	DATE

SHEET TITLE
BASE BID CONST. PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-1.01

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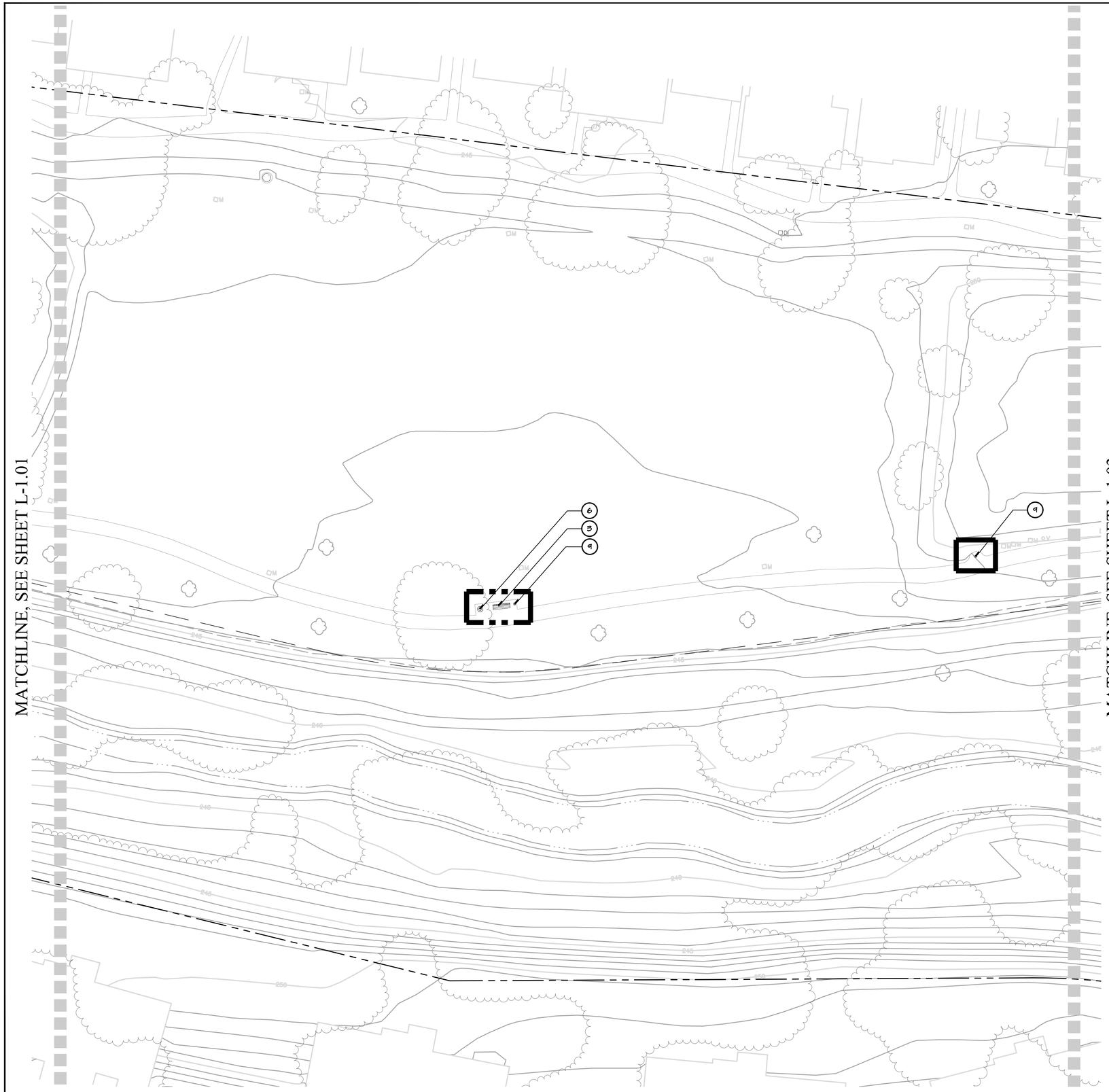

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LARRY P. RYAN LICENSE NO. 2502
Signature
04/30/2021
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
BASE BID CONST. PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-1.02

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MATCHLINE, SEE SHEET L-1.02

CONSTRUCTION LEGEND (BASE BID):

	CONSTRUCT:	DETAIL REFERENCE/COMMENTS:
1	PLAY EQUIPMENT	DETAIL: 1 SHEET: L-2.02
2	RESILIENT SURFACING	DETAIL: 4 & 5 SHEET: L-2.01
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0' 10' 20' 40'

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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

REVISIONS	DATE

SHEET TITLE

BASE BID CONST. PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

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	CONSTRUCT:	DETAIL REFERENCE/COMMENTS:
1	PLAY EQUIPMENT	DETAIL: 1 SHEET: L-2.02
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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

0' 10' 20' 40'

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CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 3593
Signature
04/30/2027
Renewal Date
3/31/2026
Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE

ADDITIVE BID CONST. PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET

L-1.04

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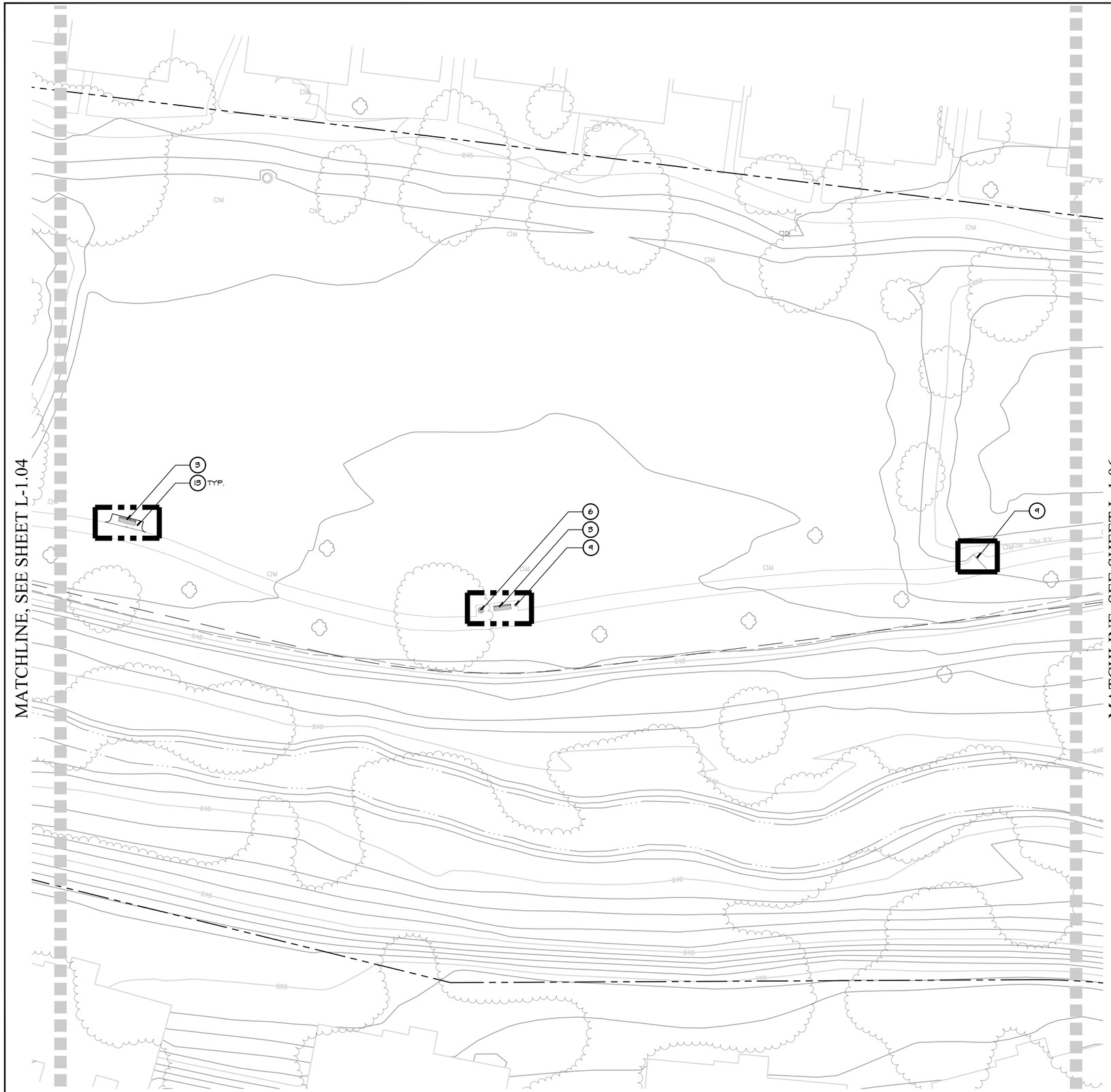

CONSTRUCTION LEGEND (ADDITIVE BID):

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1	PLAY EQUIPMENT	DETAIL: 1 SHEET: L-2.02
2	RESILIENT SURFACING	DETAIL: 4 & 5 SHEET: L-2.01
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12	DRINKING FOUNTAIN	DETAIL: 1 SHEET: L-2.04
13	CONCRETE PAVING	DETAIL: 2 SHEET: L-2.04

0' 10' 20' 40'

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LARRY P. RYAN LICENSE NO. 2592
STATE OF CALIFORNIA
Signature
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

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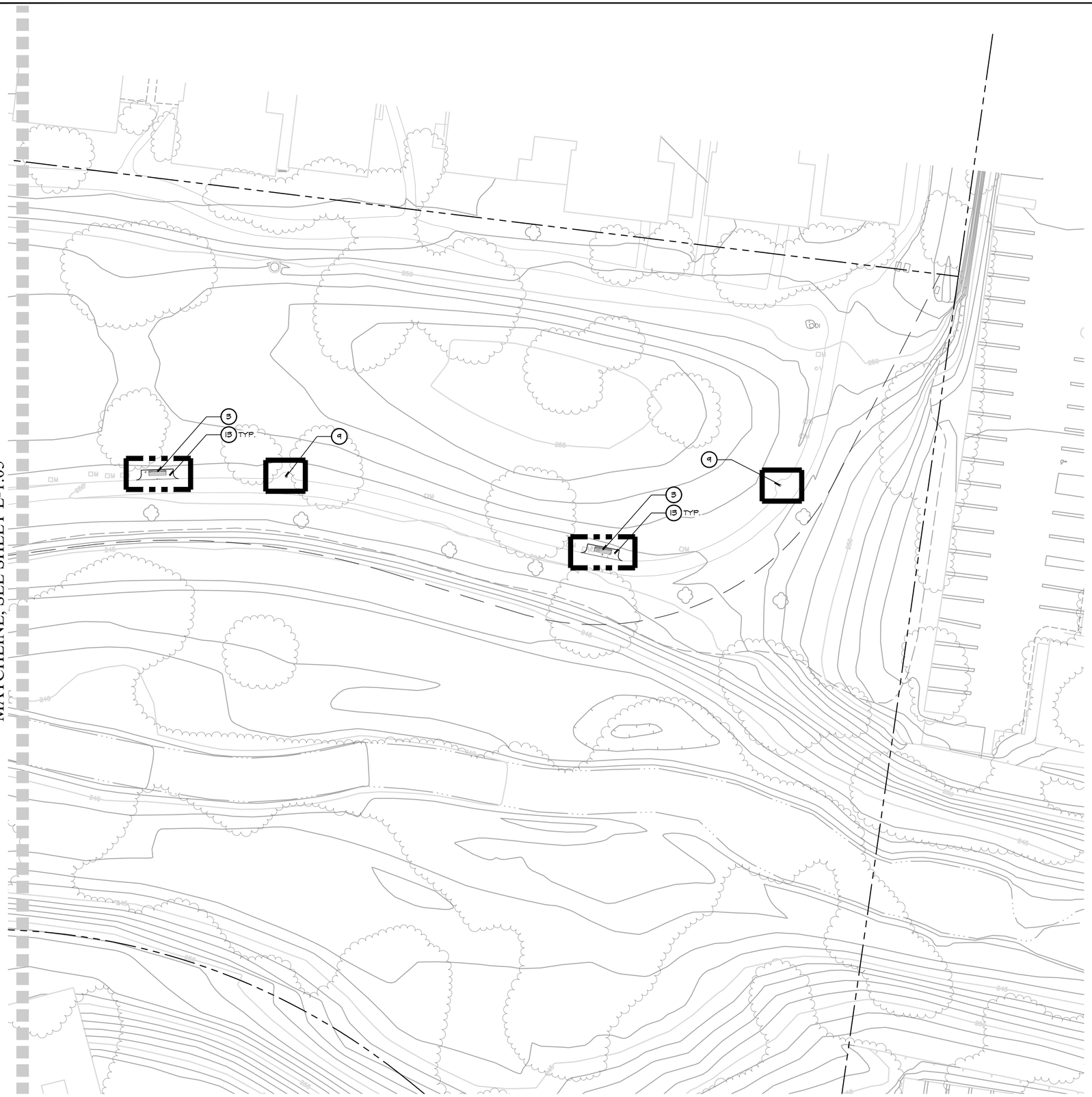

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13	CONCRETE PAVING	DETAIL: 2 SHEET: L-2.04

0' 10' 20' 40'

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CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY P. RYAN LICENSE NO. 2522
Signature
09/30/2027 Renewal Date
3/31/2026 Date
STATE OF CALIFORNIA

REVISIONS	DATE

SHEET TITLE
ADDITIVE BID CONST. PLAN

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-1.06

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PRODUCT: Q-LBT102PTADA | WEIGHT: 2,615 lbs. (CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ___

CONCRETE COLOR: ✓ NATURAL; ○ FRENCH GREY; ○ MISSION WHITE; ○ LATTE; ○ CUSTOM

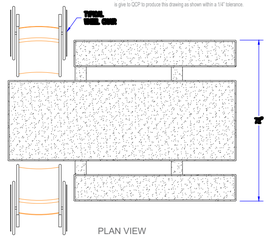
CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH; ○ HONED; ○ STRATA

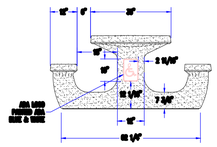
SEALER: PERMASHIELD 4200 SEALER

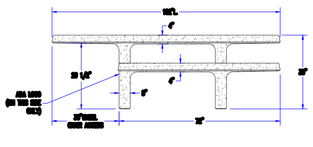
Authorized Signature ____ Date

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".
5,000 P.S.I. CONCRETE
DISABLED ACCESS COMPLIANT
REINFORCED WIREBAR & NYLON FIBERS
5 YR GUARANTEE







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

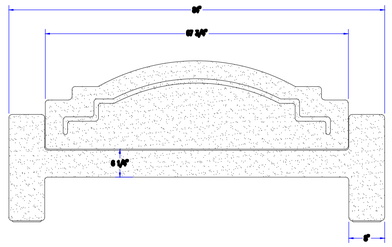
SEALER: STANDARD SEALER

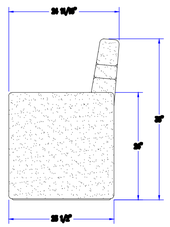
Authorized Signature ____ Date

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".





HARDWARE LIST

QTY	TYPE
1	SIKAFLEX

CONSTRUCTION PLAN | ##########\ ###### | ####

QCP www.qcp-corp.com

2 BENCH

PRODUCT: QR-CAL2832W-A24 | WEIGHT: 710 lbs. (CUSTOMER TO OFFLOAD IF OVER 6000 Lbs.)

QUANTITY: ___

CONCRETE COLOR: ✓ NATURAL; ○ MISSION WHITE; ○ LATTE; ○ FRENCH GREY; ○ CUSTOM

CONCRETE TEXTURE: ✓ CRAFTSMANS ETCH; ○ HONED; ○ STRATA

SEALER: PERMASHIELD 4200 SEALER

Authorized Signature ____ Date

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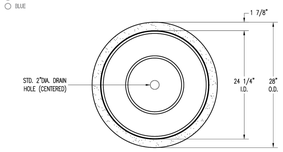
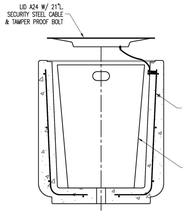
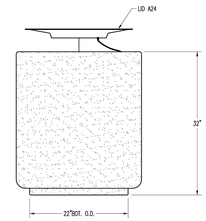
GENERAL PRODUCT NOTES:
E = EXPOSED FINISHED SURFACE
INSTALLATION IS REQUIRED BY OTHERS.
ALL EDGES TO BE EASED.
MANUFACTURING TOLERANCE ±1/4".
STD. 2"DIA. DRAIN HOLE

LID MATERIAL: ○ ALUMINUM; ○ STEEL

LID COLORS: ○ BLACK; ○ GRAY; ○ BROWN; ○ BLUE





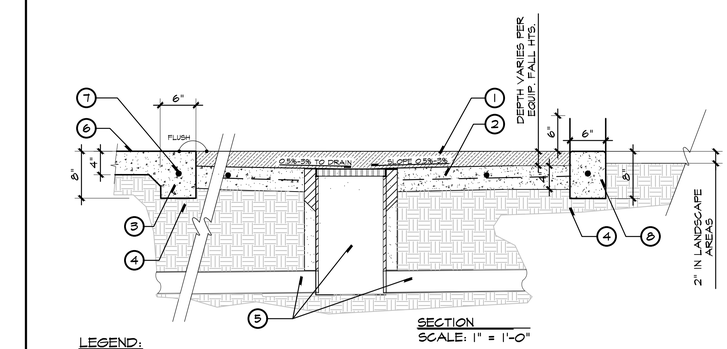


HARDWARE LIST

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.

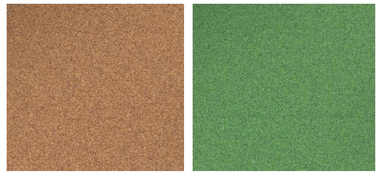
B. RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.

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.

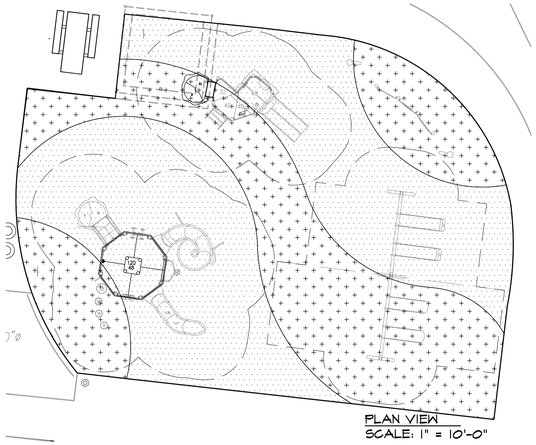
E. CHECK WITH MANUFACTURER OF INSTALLED PLAYGROUND EQUIPMENT FOR ALL FALL HEIGHTS/CLEARANCES.

4 RESILIENT SURFACING



MIX COMPOSITION:
75% SANDSTONE BEIGE
25% CHESTNUT BROWN

MIX COMPOSITION:
50% SHAMROCK GREEN
50% LIME GREEN



RESILIENT SURFACING FINISH SCHEDULE:

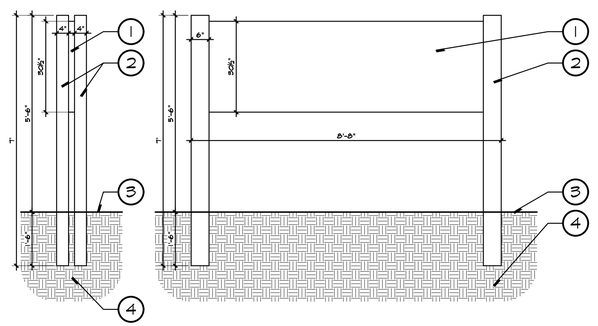
	A	RESILIENT SURFACING. COLOR: **50% SHAMROCK GREEN, 50% LIME GREEN**. SEE NOTES BELOW.
	B	RESILIENT SURFACING. COLOR: **75% SANDSTONE BEIGE, 25% CHESTNUT BROWN**. SEE NOTES BELOW.

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

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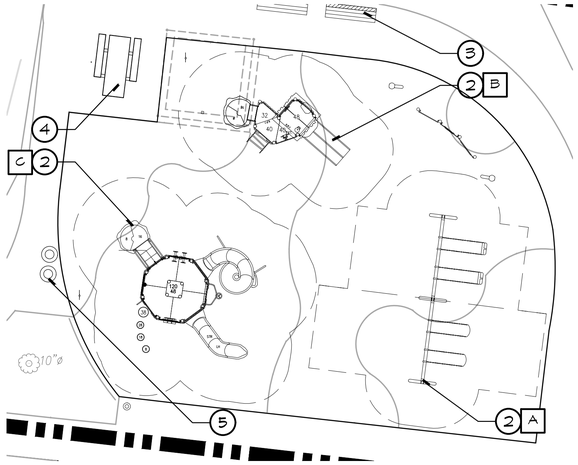
LICENSED LANDSCAPE ARCHITECT
LARRY F. RYAN LICENSE NO. 2552
Signature
09/30/2027 Renewal Date
3/31/2026 Date
STATE OF CALIFORNIA

REVISIONS	DATE

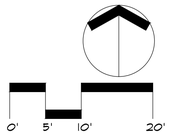
SHEET TITLE
BASE BID CONST. DETAILS

JOB #	315-03
DESIGNED	AS
DRAWN	CH
CHECKED	AS
DATE	3/31/2026

SHEET
L-2.01



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.

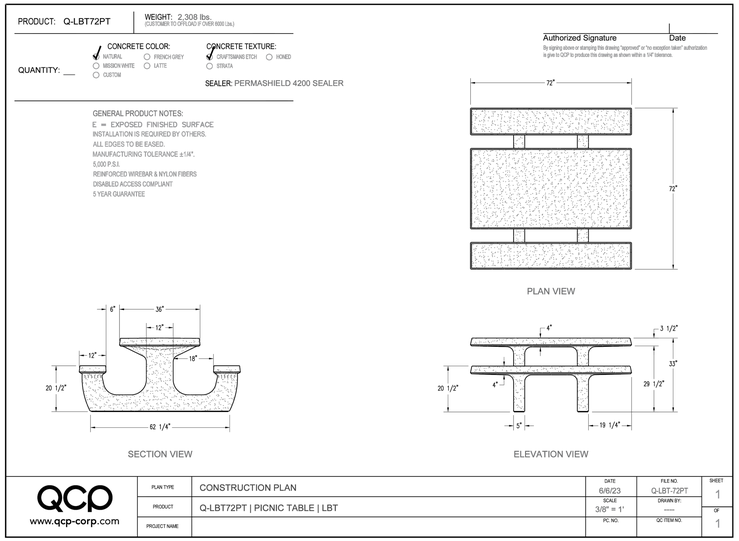
F. RESILIENT SURFACING TO BE INSTALLED BY A CERTIFIED INSTALLER. INSTALLER SHALL SUBMIT A 12X12 SAMPLE OF EACH COLOR TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.

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

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San Juan Capistrano, CA 92675
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[949] 493-2600 phone

CONSULTANT

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

LICENSED LANDSCAPE ARCHITECT
LARRY F. RYAN LICENSE NO. 2952
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
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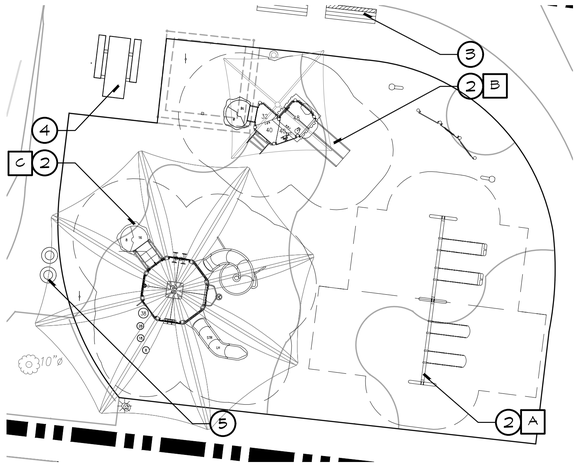

A 2-BAY SWINGS

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:

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(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.

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(I) FURNISH AND INSTALL ALL PLAY EQUIPMENT PER MANUFACTURER'S SPECIFICATIONS.

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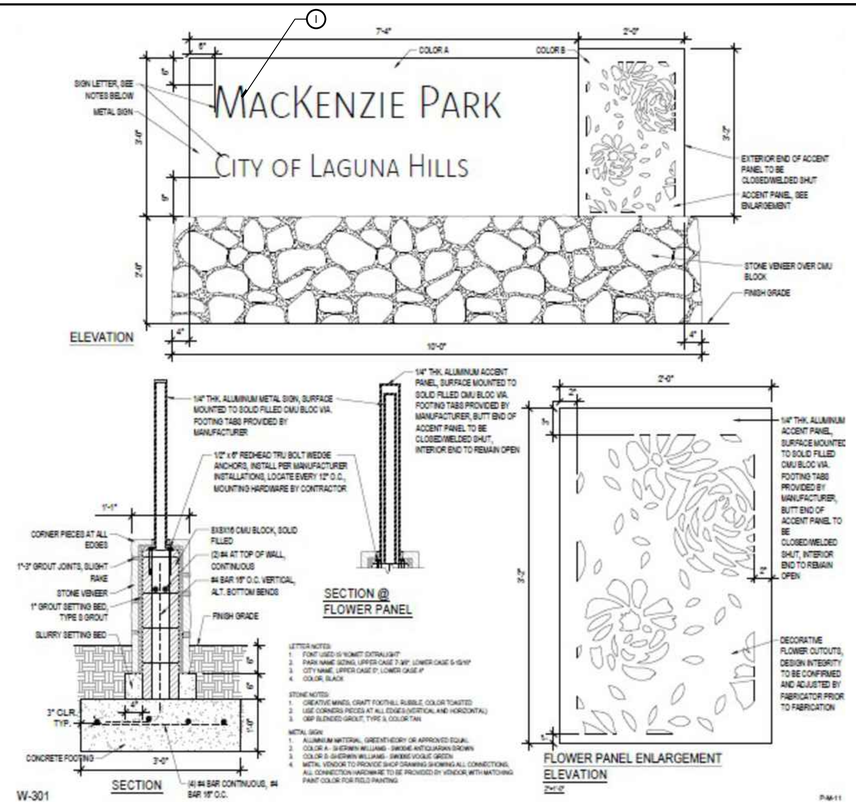

LEGEND:

(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

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www.RJMdesigngroup.com
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[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

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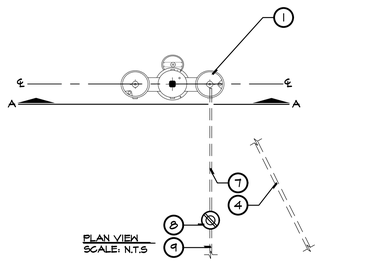
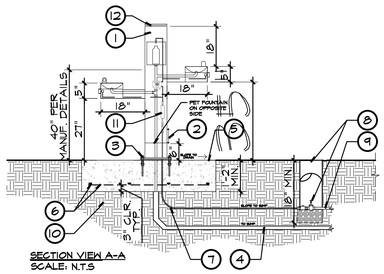




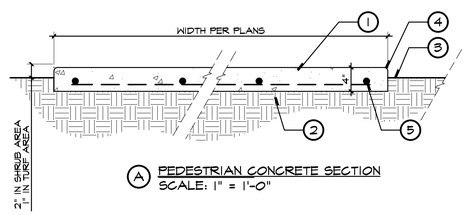
LEGEND:

1. OUTDOOR ADA "HI/LO" DRINKING FOUNTAIN / BOTTLE FILLER, MODEL #I0145SM 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 16" 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"

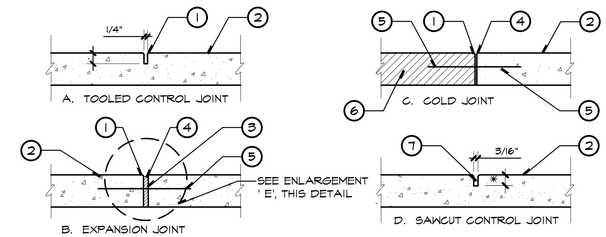
LEGEND:

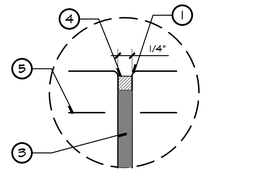
1. CONCRETE PAVING - REFER TO CONSTRUCTION PLAN FOR COLOR AND FINISH.
2. 90% COMPACTED, MOISTURE-CONDITIONED SUBGRADE PER GEOTECH REPORT.
3. FINISH GRADE.
4. ½" TOOLED RADIUS.
5. #3 REBAR SPACED 18" ON CENTER PLACED AT MID-DEPTH OF CONCRETE.

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: **W.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.

- 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

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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
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E-1.1	SITE ELECTRICAL PLAN
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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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Consulting Electrical Engineers
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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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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 (3mm), 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)	5000k (cool)
530 milliamps	54w	54w	54w
700 milliamps	71w	104w	104w

Project Name:

Type:

Cat #	Light Dist.	No of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Shields	Options
Sentry 2 (Specify 1 of the following) **(SNT-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-3)** *For 2' in Below **(PSP-30)** *For 9' to 20' **(PSP-40)** *For 21' to 40'
							Hunter Green **(HGN)**		Receptacle Only **(RC)** *Will Require Cap **(CAP)** Ordered
							Black **(BLK)**		
							Graphite **(GPH)**		
							Natural **(UNF)**		
							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	T2 LUMENS	T2 LM/W	T5 LUMENS	T5 LM/W	Watts
SY-2-32L-53-30K	4805	89	5076	94	54
SY-2-32L-53-40K	4964	92	5238	97	54
SY-2-32L-53-50K	5144	96	5454	101	54
SY-2-32L-7-30K	6253	88	6679	94	71
SY-2-32L-7-40K	6433	91	6867	97	71
SY-2-32L-7-50K	6662	94	7112	100	71
SY-2-48L-53-30K	7218	89	7525	94	80
SY-2-48L-53-40K	7392	92	7768	97	80
SY-2-48L-53-50K	7683	96	8081	101	80
SY-2-48L-7-30K	9256	89	9776	94	104
SY-2-48L-7-40K	9548	92	10088	97	104
SY-2-48L-7-50K	9984	96	10544	101	104

EPA

LUMINAIRE	SINGLE
SENTRY 2	1.5

NLS LIGHTING
701 Kingshill Place, Carson, CA 90746
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nlslighting.com

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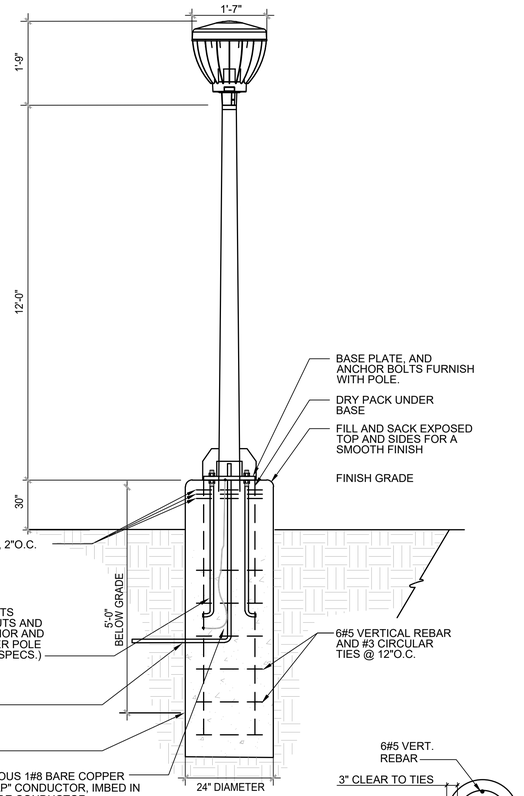


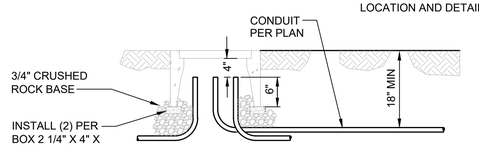
FIXTURE TYPE "S3" POLE BASE DETAIL | SCALE: NONE | 1

LIGHTING FIXTURE SCHEDULE

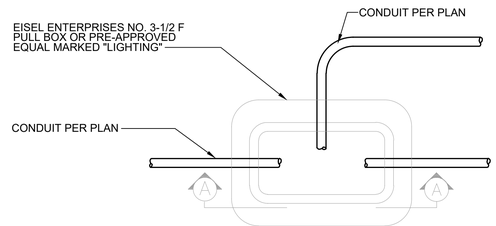
IMAGE	TYPE	DESCRIPTION	MANUFACTURER		LAMP			POWER			MOUNTING	NOTES
			NAME	CATALOG NO	TYPE	LUMENS	CCT	CRI (MIN)	VOLTAGE	INPUT WATTAGE	BALLAST NO	BALLAST TYPE	BALLAST DIM TYPE	TYPE	
	S1	POST TOP LUMINAIRE WITH CAST ALUMINUM HOUSING.	NLS	SENTRY 2 SERIES	LED	10088	4K	80	120/277	104		INTERNAL DRIVER / POWER 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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FBA Job Number: 535.086

VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJTCHUK
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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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
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

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
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: VEEH RANCH PARK IMPROVEMENTS	Report Page:	(Page 4 of 7)
	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.*

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

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.

STATE OF CALIFORNIA
Outdoor Lighting
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Project Name: VEEH RANCH PARK IMPROVEMENTS	Report Page:	(Page 6 of 7)
	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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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 JG
CHECKED BZ
DATE 12/23/2025

SHEET
E-0.4
OF

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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,

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CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAITCOK
No. E 10372
Exp. 09-30-26
CIVIL
STATE OF CALIFORNIA
12/23/2025

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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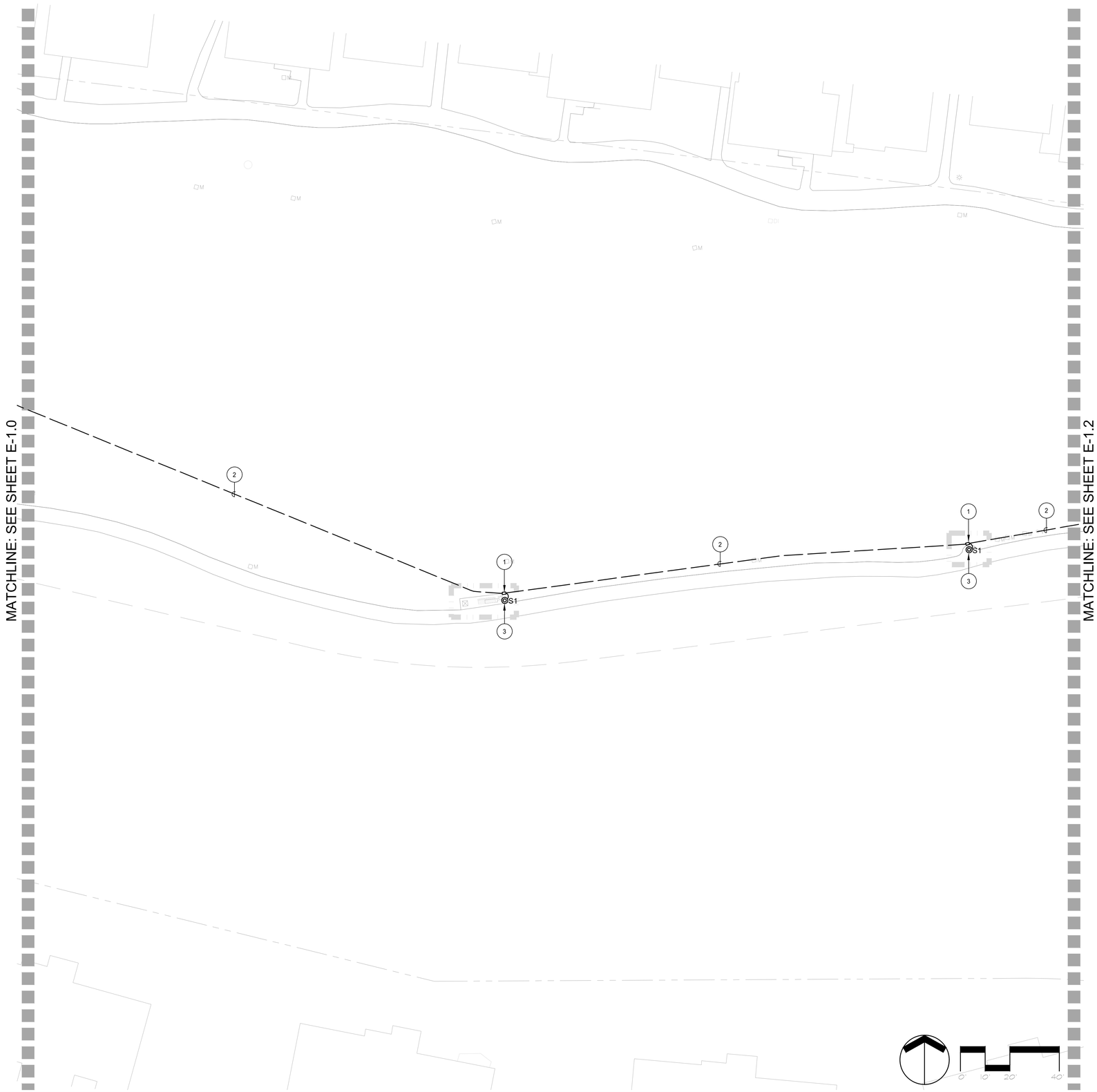

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SITE ELECTRICAL PLAN | SCALE: 1"=20'-0" | 1

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REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZACHOW
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
12/23/2025

REVISIONS	DATE

SHEET TITLE
SITE ELECTRICAL PLAN

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

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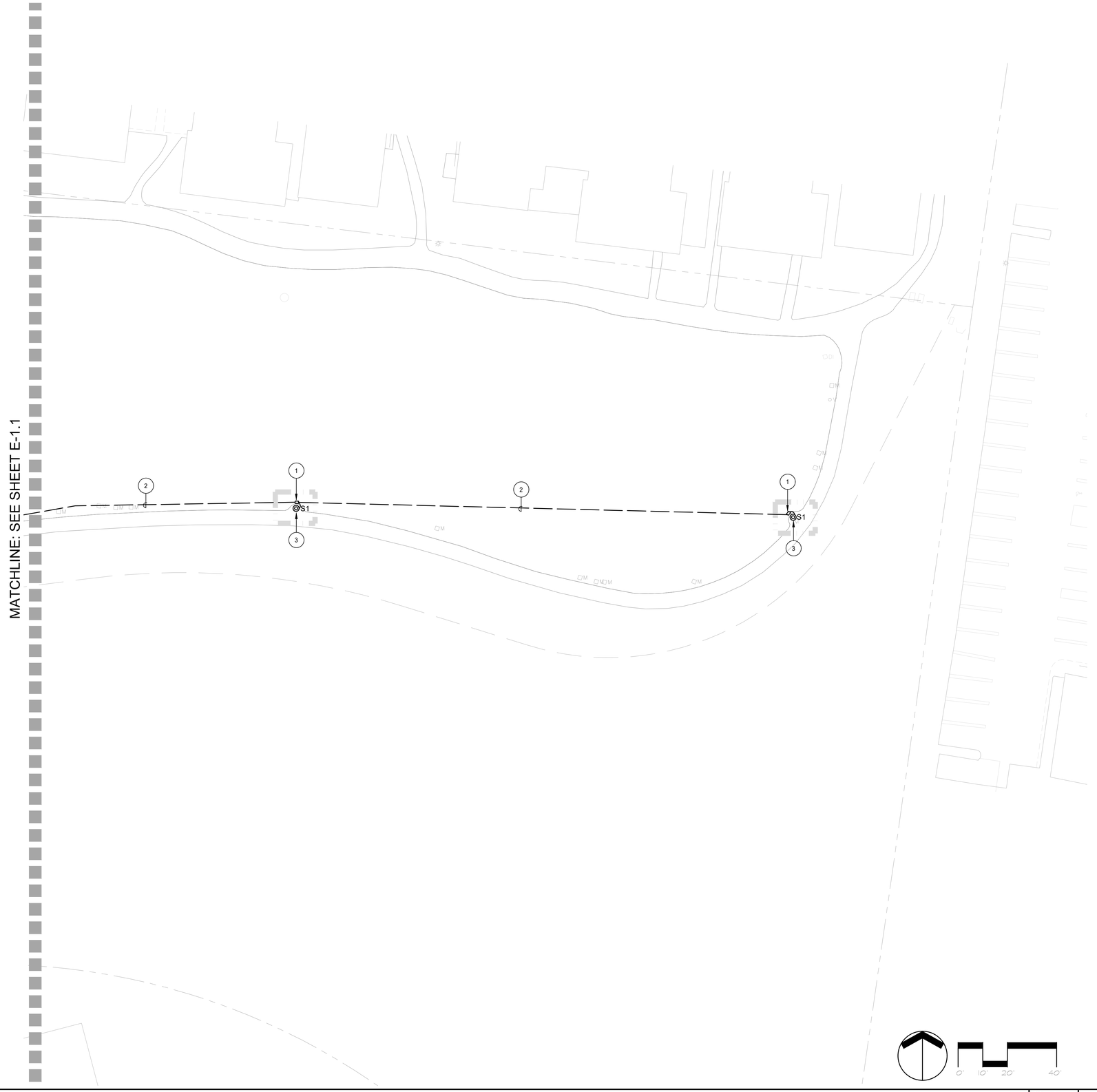

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CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJTCZK
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
12/23/2025

REVISIONS	DATE

SHEET TITLE
SITE ELECTRICAL PLAN

JOB #	315-03
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CHECKED	BZ
DATE	12/23/2025

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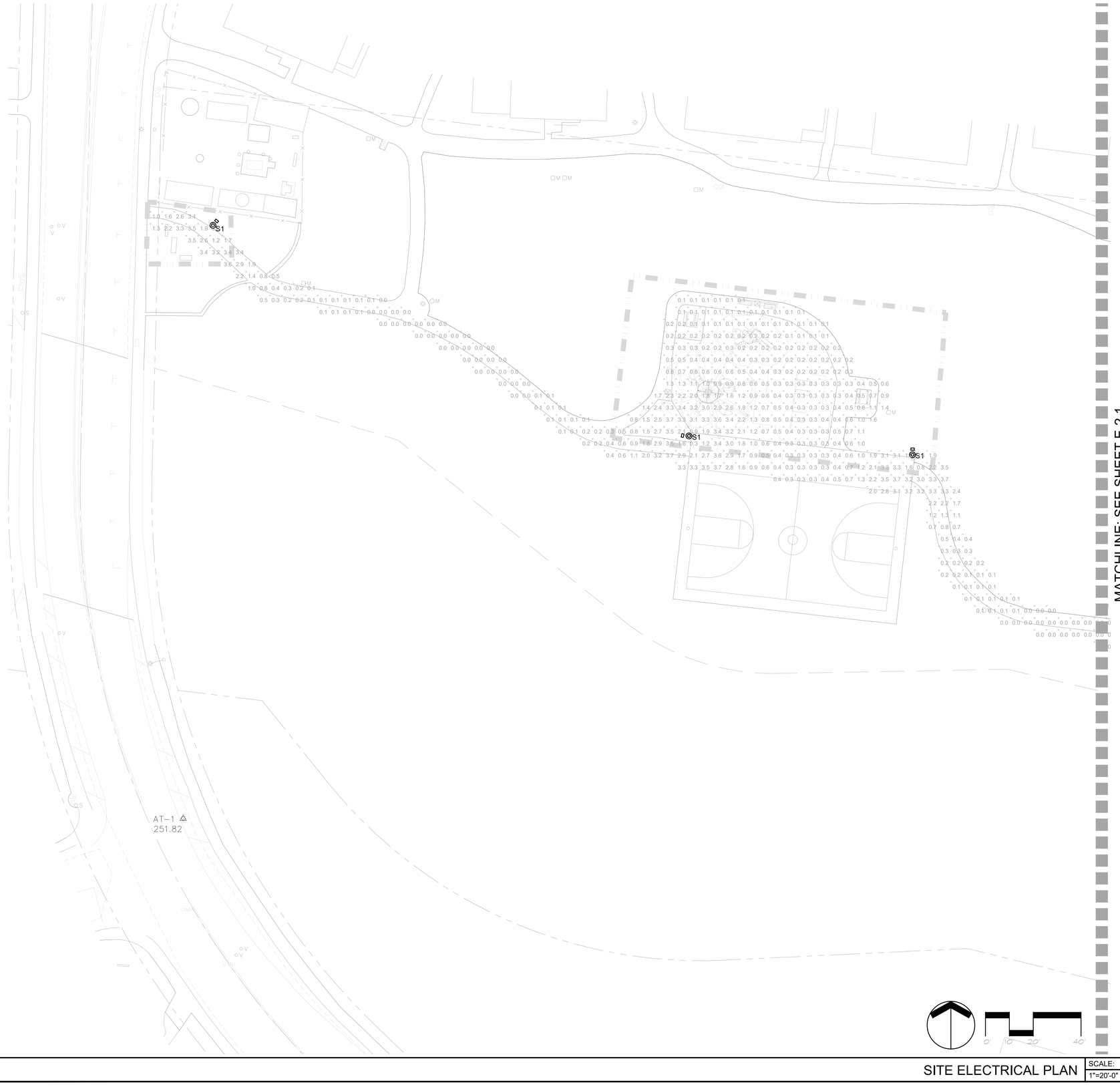

KEY NOTES

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
WALKWAY	+	0.8 fc	3.7 fc	0.0 fc	N/A	N/A

SITE ELECTRICAL PLAN | SCALE: 1"=20'-0" | 1

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STEPHEN R. ZAITZEK
No. E 10372
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ELECTRICAL
STATE OF CALIFORNIA
12/23/2025

REVISIONS	DATE

SHEET TITLE
SITE PHOTOMETRIC PLAN

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

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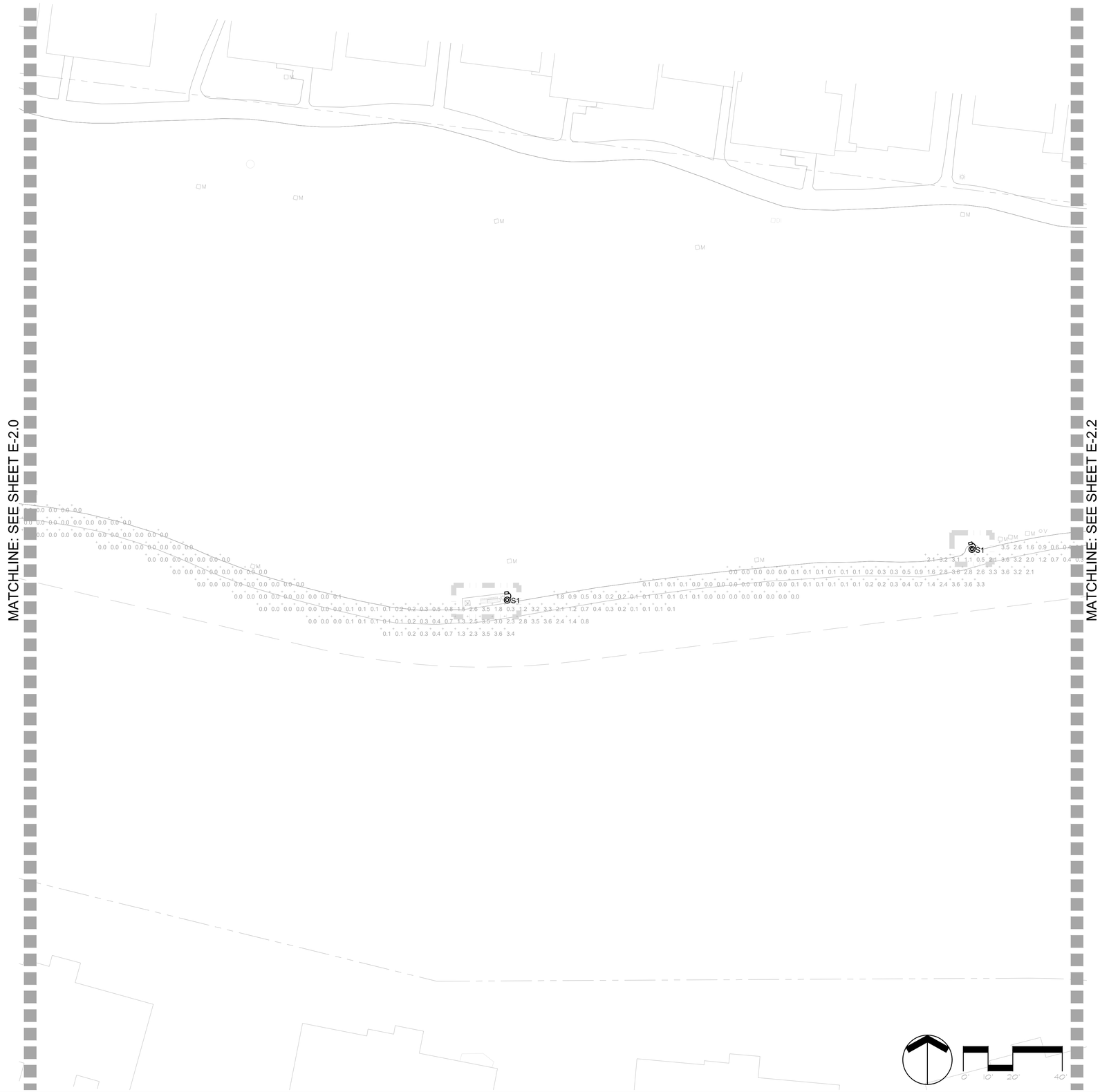

SITE ELECTRICAL PLAN | SCALE: 1"=20'-0" | 1

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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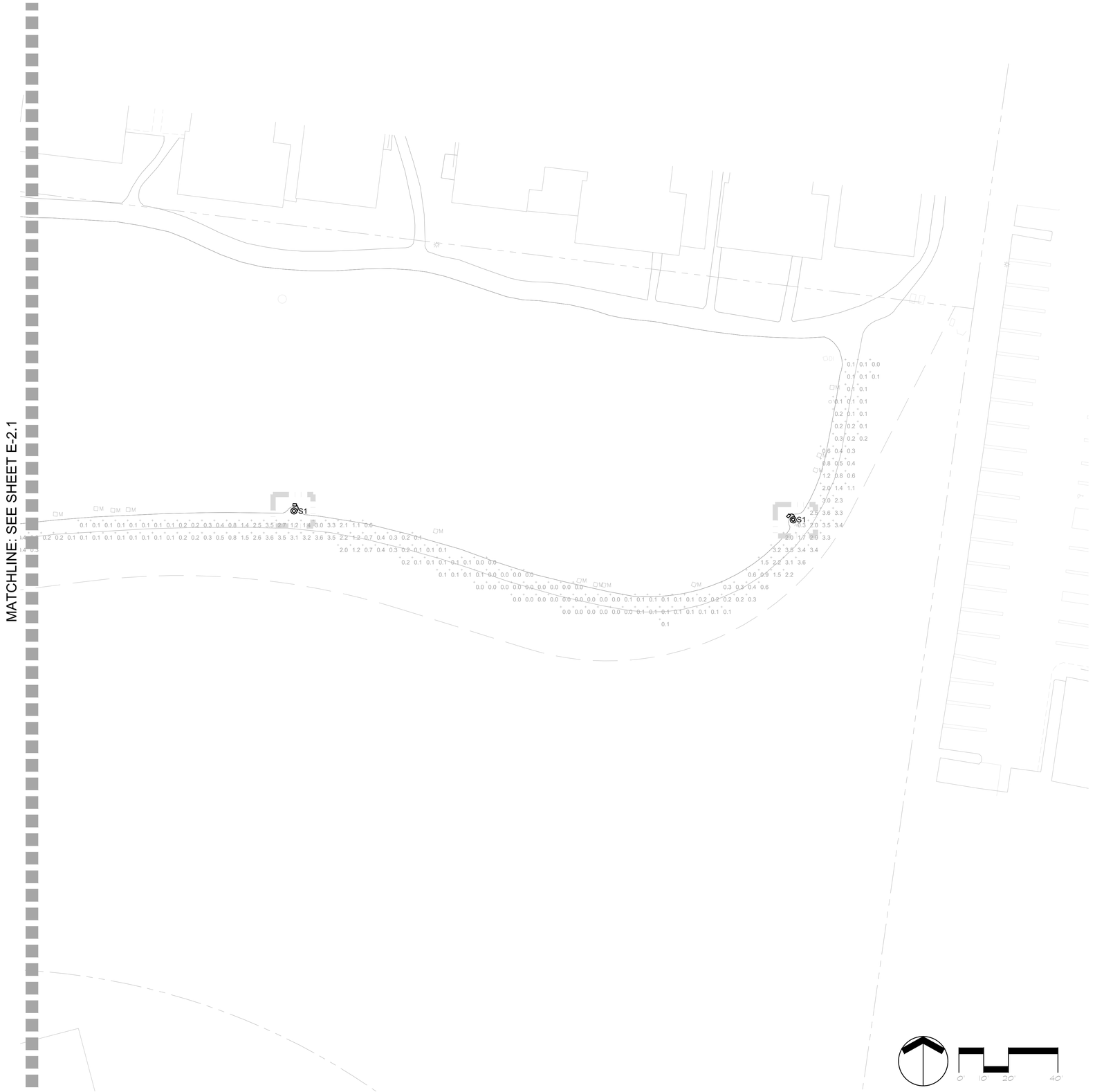

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VEEH RANCH PARK IMPROVEMENTS
CITY OF LAGUNA HILLS, CA

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJTCEK
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
12/23/2025

REVISIONS	DATE

SHEET TITLE
SITE PHOTOMETRIC PLAN

JOB #	315-03
DESIGNED	BZ
DRAWN	JS
CHECKED	BZ
DATE	12/23/2025

SHEET
E-2.2
OF

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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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CITY OF LAGUNA HILLS, CA

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REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAUTCKE
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

August 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 — 08/25/2026 Date
R.C.E. No. 66999
Expiration Date 9/30/2026

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 **12:00 p.m. on Thursday, October 1, 2026**, at which time they will be publicly opened and read aloud.

PRE-BID MEETING: A pre-bid meeting will be held at Veeh Ranch Park **at 10:30 a.m. on Wednesday, September 16, 2026.** ***Site Address: Western edge of Veeh Ranch Park, Santa Vittoria Drive, Laguna Hills, California 92653.*** The meeting is **mandatory**.

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 August, 2026.

City of Laguna Hills, California

BY _____
JOSHUA STEVENSON, 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.

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: August 25, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: Proposed Update to the City of Laguna Hills Banner Program

Recommendation: That the City Council discuss the provided Street Pole Banner options and provide direction to Staff.

Background:

On March 24, 2026, the City Council approved a hybrid banner program that includes two permanent banners and three rotating banners to accommodate seasonal community messaging. Since that time, three (3) new banners have been deployed throughout the City. The special America250 banner is scheduled to be removed at the end of September, at which time, those banners will be replaced with a new seasonal banner, while the other two designs ("Civic Center" and "Welcome") will remain in place.

At the beginning of summer, Staff was approached by Laguna Hills High School (LHHS) to explore the option of adding banners that highlight the high school, and promote the idea of "One Town, One Team." These banners would be placed immediately around the high school along Alicia Parkway, Paseo de Valencia, and Laguna Hills Drive, would promote a variety of activities such as sports teams and clubs that occur at the high school, and reinforce the City's support of the high school. The high school has requested thirty-two (32) banners.

The program is currently set up to have fourty-five (45) Civic Center banners, fourty-five (45) "Welcome" banners, and fourty-six (46) seasonal banners, for a total of 136 banners. With the high school using thirty-two (32) banners, that leaves 102 banner arms available.

Staff has prepared four options for evaluation:
OPTION 1: Do not adopt high school banner program and leave existing framework in place.
OPTION 2: Adopt high school banner program, and change the banner program to have four (4) banner styles (45 "Civic Center," 45 "Welcome," 32 LHHS, and 14 seasonal)
OPTION 3: Adopt high school banner program and redistribute the remaining poles evenly (35 "Civic Center," 34 "Welcome," 32 LHHS, and 34 seasonal)
OPTION 4: Adopt high school banner program and remove seasonal banner program (52 "Civic Center," and 52 "Welcome," and 32 LHHS)

Fiscal Impact:

The cost of designing and printing the Laguna Hills High School banners is $4,145. The estimated cost to install the 32 banners is $4,800. The high school banners will be redesigned and replaced approximately every 3 years.

Depending on the banner distribution option chosen, there will be additional costs. It costs $150 to remove and replace each banner. Additional banners cost approximately $100 per banner.

Attachments:
None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From:
Issue: Public Safety Update

Recommendation: That the City Council

Background:

Fiscal Impact:

Attachments:
None

Item No. 5.4.1

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: August 25, 2026
To: Mayor and Council Members
From: Joshua Stevenson, City Clerk
Issue: Committee Assignment Reports

Recommendation: That the City Council receive reports from the City Councilmembers 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.

Councilmember Pezold:
- Transportation Corridor Agencies Joint Board of Directors (TCA) - August 13, 2026
- Orange Council Mosquito and Vector Control District Board of Directors (OCMVCD) - August 20, 2026

Councilmember Wheeler:
- Orange County Older Adults Advisory Commission - August 14, 2026

Mayor Caskey:
- California Joint Powers Insurance Authority (CJPIA) Annual Board of Directors Meeting - July 22, 2026
- South OC Watershed Management Area (SOCWMA) Executive Committee - August 6, 2026

Fiscal Impact:

The City does not provide any additional compensation to City Council members for serving on outside agency boards or committees.

Attachments:
None