



Donald P. Wagner
Mayor/Chairman

Christina Shea
Mayor Pro Tem/Vice Chairwoman

Melissa Fox
Councilmember/Boardmember

Farrah N. Khan
Councilmember/Boardmember

Anthony Kuo
Councilmember/Boardmember

SUPPLEMENTAL AGENDA*

CITY COUNCIL REGULAR MEETING AND REGULAR JOINT MEETING WITH THE CITY OF IRVINE AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY

February 12, 2019

4:00 PM

City Council Chamber

One Civic Center Plaza

Irvine, CA 92606

*** NOTE: ITEMS WITH AN ASTERISK (*) INCLUDE THE FOLLOWING CHANGES TO THE MEETING AGENDA ORIGINALLY PUBLISHED ON JANUARY 31, 2019:**

CLOSED SESSION - ADDED

ITEM 1.2 – ADDED

ITEM 1.3 – ADDED

Speaker's Card/Request to Speak: If you would like to address the City Council / Successor Agency on a scheduled agenda item – including a Consent Calendar item, Business item, a Public Hearing item, or Public Comments – please complete the [Request to Speak Form](#). The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the City Clerk / Agency Secretary. The [Request to Speak Form](#) assists the Mayor / Chair in ensuring that all persons wishing to address the City Council / Successor Agency are recognized. It also ensures the accurate identification of meeting participants in the City Council / Successor Agency minutes. Your name will be called at the time the matter is heard by the City Council / Successor Agency. City policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Mayor / Chair), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Mayor / Chair or the City Council / Successor Agency Board during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

Scan this QR code for an electronic copy of the City Council Agenda and Successor Agency agenda and staff reports.



CLOSED SESSION

*** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:
Initiation of litigation pursuant to Government Code Section
54956.9(d)(4): one potential case**

RECONVENE TO THE CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

INVOCATION

1. PRESENTATIONS

1.1 Irvine Barclay Theatre

1.2 * Southern California Gas Company — California's Balanced Energy Strategy

1.3 * Commend Sima Ranjbar, Senior Citizens Councilmember for Outstanding Community Service

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Announcements, Committee Reports and Council/Agency Comments are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes per meeting.

ADDITIONS AND DELETIONS

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next City Council meeting.

CONVENE TO THE REGULAR JOINT MEETING

2. CONSENT CALENDAR - CITY COUNCIL

All matters listed under Consent Calendar are considered by the City Manager to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Council on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

2.1 MINUTES

ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on January 8, 2019.

2.2 PROCLAMATIONS

ACTION:

Ratify and proclaim February 5, 2019 as "Lunar New Year."

2.3 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2.4 ACCEPTANCE OF COUNTY OF ORANGE OFFICE ON AGING GRANT INCREASE AND BUDGET ADJUSTMENT

ACTION:

- 1) Accept additional County of Orange Office on Aging Title III grant funds in the amount of \$66,757 to fund the Elderly Nutrition Program, Nutrition Transportation, Case Management, and In-Home Services.
- 2) Approve a Budget Adjustment to adjust the County of Orange Office on Aging Title III Grant revenues and program expenditures.

2.5 APPROVAL OF PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR KELVIN AVENUE PEDESTRIAN BRIDGE

ACTION:

- 1) Approve the construction plans, specifications, and contract documents for the Kelvin Pedestrian Bridge over Barranca Channel, CIP 321201.
- 2) Approve the Engineer's Estimate, Construction Contingency, and Project Funding Summary.
- 3) Authorize staff to solicit competitive bids and award the construction contract to the lowest responsive and responsible bidder, which is in accordance with the City's purchasing policies and procedures, within the approved project budget.

2.6 NOTICE OF REVIEW AND PENDING APPROVAL FOR TRACT MAPS IN THE GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC) AND IRVINE BUSINESS COMPLEX

ACTION:

Receive and file.

2.7 SECOND READING OF ORDINANCE NO. 19-01 AMENDING SECTIONS 1-2-202 "METHODS OF FILLING VACANCY" AND 1-2-213 "ORDER OF SUCCESSION" OF CHAPTER 2 OF DIVISION 2 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE

ACTION:

Read by title only, second reading and adoption of ORDINANCE NO. 19-01 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING SECTIONS 1-2-202 "METHODS OF FILLING VACANCY" AND 1-2-213 "ORDER OF SUCCESSION" OF CHAPTER 2 OF DIVISION 2 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE

(Unless otherwise directed by a Member of the City Council, the vote at second reading will reflect the same vote as at first reading. However, if a Councilmember was absent at first reading, his or her vote cast at second reading will be reflected. If a Councilmember is not present at the second reading/adoption, the vote will be reflected as absent.)

2.8 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approve Councilmember Khan's request for Community Partnership Fund Grant nomination to Irvine Museum in support of program costs (\$500).
- 2) Authorize the City Manager to prepare and sign the funding agreement listed in Action 1.

3. CONSENT CALENDAR - SUCCESSOR AGENCY

All matters listed under Consent Calendar are considered by the Executive Director to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the Agency request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Agency on items on the Consent Calendar. See information for Speaker's Card/Request to Speak on first page.

3.1 MINUTES

ACTION:

Approve the minutes of a regular joint meeting of the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency with the Irvine City Council held on November 27, 2018.

3.2 WARRANT AND WIRE TRANSFER RESOLUTION – CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY

ACTION:

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

PUBLIC COMMENT - SUCCESSOR AGENCY (LIMITED TO 3 MINUTES PER SPEAKER)

Any member of the public may address the Successor Agency on items within the Successor Agency's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT - REGULAR JOINT MEETING

RECONVENE TO THE CITY COUNCIL MEETING

4 PUBLIC HEARINGS

Public Hearings are scheduled for a time certain of 4:00 p.m., unless noticed otherwise, or as soon thereafter as possible. Those wishing to address the City Council during the Public Hearing are requested to complete a form and provide it to the City Clerk prior to the hearing.

Notice: Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation. Any matter not noted for continuance will be posted separately.

4.1 DESIGNATION OF COMMUNITY FACILITIES DISTRICT NO. 2013-3 IMPROVEMENT AREA NO. 10

ACTION:

- 1) Receive staff report.
- 2) Open the public hearing; receive public input.
- 3) Close the public hearing.
- 4) City Council comments and questions.
- 5) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DESIGNATING IMPROVEMENT AREA NO. 10 OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID IMPROVEMENT AREA

- 6) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS WITHIN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND SUBMITTING A PROPOSITION TO THE QUALIFIED ELECTORS THEREOF
- 7) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), CALLING A SPECIAL ELECTION FOR THE PURPOSE OF APPROVING A SPECIAL TAX IN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), THE ISSUANCE OF BONDS BY SAID IMPROVEMENT AREA OF THE DISTRICT AND ESTABLISHMENT OF AN APPROPRIATIONS LIMIT
- 8) Ask the City Clerk to Disclose the Results of the Special Election.
- 9) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DECLARING THE RESULTS OF A SPECIAL ELECTION HELD IN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND DIRECTING RECORDING OF A NOTICE OF SPECIAL TAX LIEN
- 10) Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), LEVYING SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

4.2 APPROVAL OF TAX-EXEMPT BOND ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY FOR FINANCING AN AFFORDABLE SENIOR HOUSING PROJECT FOR THE MAGNET SENIOR APARTMENTS

ACTION:

- 1) Receive staff report.
- 2) Open the public hearing; receive public input.
- 3) Close the public hearing.
- 4) City Council comments and questions.

- 5) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$45,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, AND DEVELOPMENT OF MAGNET SENIOR APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

4.3 APPROVAL OF TAX-EXEMPT BOND ISSUANCE BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR FINANCING AND REFINANCING AN AFFORDABLE HOUSING PROJECT FOR SALERNO APARTMENTS

ACTION:

- 1) Receive staff report.
- 2) Open the public hearing; receive public input.
- 3) Close the public hearing.
- 4) City Council comments and questions.
- 5) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF SALERNO APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

4.4 REVIEW OF ENFORCEMENT STRATEGY FOR BOARDING HOUSES, SHORT-TERM RENTALS AND CODE AMENDMENT TO CLARIFY THE DEFINITION OF BOARDING HOUSE

ACTION:

- 1) Open the public hearing.
- 2) Continue the public hearing to March 12, 2019.

5. COUNCIL BUSINESS

5.1 SENIOR SERVICES STRATEGIC PLAN UPDATE FISCAL YEARS 2018-19 THROUGH 2022-23

ACTION:

Adopt the Senior Services Strategic Plan Update Fiscal Years 2018-19 through 2022-23.

5.2 SCOPING SESSION FOR GENERAL PLAN AMENDMENT IN WOODBRIDGE VILLAGE (PLANNING AREA 15)

ACTION:

Receive staff report and provide input on subsequent analysis, and authorize staff to proceed with applications.

5.3 CONSIDER A REQUEST FROM COUNCILMEMBER FOX FOR FURTHER TRANSPARENCY BY NON-PROFIT ENTITIES THAT RECEIVE CITY FUNDING

ACTION:

Consider a request by Councilmember Fox regarding the application of the City's Sunshine Ordinance to non-profit entities that receive a minimum of \$500,000 per fiscal year from the City.

5.4 CONSIDERATION OF COUNCILMEMBER KUO'S REQUEST TO SUPPORT THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT (INITIATIVE 17-0044)

ACTION:

City Council discussion and direction.

PUBLIC COMMENT-CITY COUNCIL - Public comments will be heard at approximately 6:30 p.m. or prior to adjournment, whichever occurs earlier.

Any member of the public may address the City Council on items within the City Council's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker's Card/Request to Speak on the first page.

ADJOURNMENT-CITY COUNCIL

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

Regular City Council and Successor Agency meetings are broadcast live every 2nd and 4th Tuesday of the month at 4 p.m. and are replayed on Tuesdays at 4 p.m. (in weeks in which there is not a live City Council and/or Successor Agency meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 10 a.m. until the next City Council / Successor Agency meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. City Council meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the City Clerk's office at (949) 724-6205.

ADJOURNMENT

At 11:00 p.m., the City Council / Successor Agency will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 midnight and will continue all other items on which additional time is required until a future City Council / Successor Agency meeting. All meetings are scheduled to terminate at 12:00 midnight.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the City Clerk and are available for public inspection and copying once the agenda is publicly posted, (at least 12 days prior to a regular City Council / Successor Agency meeting). Staff reports can also be downloaded from the City's website at cityofirvine.org at least 12 days prior to the scheduled City Council / Successor Agency meeting on Tuesday.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to cityofirvine.org/ictv.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council / Successor Agency regarding any item on this agenda after the posting of the agenda will be available for public review in the City Clerk's Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR
DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS****Media Types and Guidelines****1. Written Materials/Handouts:**

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the City Council / Successor Agency. Please provide 15 copies of the information to be submitted and file with the City Clerk at the time of arrival to the meeting. This information will be disseminated to the City Council / Successor Agency Board at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the City Clerk's Office at (949)724-6205 no later than 12:00 noon on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 12:00 noon on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 12:00 noon on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a day time phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City's system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) 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 Irvine will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING CITY DECISIONS

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge that is not filed within this 90-day period will be barred.

If a person wishes to challenge the nature of the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Irvine, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

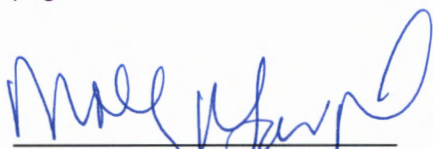
To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the City Council / Successor Agency are held on the second and fourth Tuesdays of each month at 4:00 p.m. Study Sessions and/or Closed Sessions are periodically held prior to the start of the regular meeting. Agendas are available at the following locations:

- City Clerk's Office
- Police Department
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)
- Northwood Town Center (Irvine Blvd./Yale)
- City's web page at www.ci.irvine.ca.us

I hereby certify that the agenda for the Regular City Council / Successor Agency meeting was posted in the posting book located in the Public Safety Lobby and at the entrance of City Hall, One Civic Center Plaza, Irvine, California on February 7, 2019 by 8:00 p.m. as well as on the City's web page.



Molly McLaughlin, MPA
City Clerk / Successor Agency Secretary

CLOSED SESSION

PRESENTATIONS

1.1-1.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: PRESENTATIONS



City Clerk

RECOMMENDED ACTION:

1. Irvine Barclay Theatre
2. Southern California Gas Company – California's Balanced Energy Strategy
3. Commend Sima Ranjbar, Senior Citizens Councilmember for Outstanding Community Service

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2019 FEB -1 PM 4: 14

RECEIVED

FEB 01 2019

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: John Russo, City Manager
From: Melissa Fox, City Councilmember *MF*
Date: January 29, 2019
Re: **Southern California Gas Company Presentation on California's
Balanced Energy Strategy**

The Southern California Gas Company (SoCalGas) currently serves as the primary provider of natural gas for the region of Southern California. SoCalGas takes a balanced approach to providing energy to our community. Their efforts aim to help California's renewable future and achieve aggressive air quality goals.

These solutions are not only directed to the state as a whole, but to also make a difference in Irvine. SoCalGas provides balanced energy solutions that can work for all members of the community.

For the Council and members of the community to better understand what services SoCalGas provides to the City of Irvine, I would like to place a presentation from SoCalGas on the agenda for the City Council meeting on February 12, 2019.

cc: City Council
City Attorney

Commendation

SIMA RANJBAR SENIOR CITIZENS COUNCILMEMBER OUTSTANDING COMMUNITY SERVICE

WHEREAS, Sima Ranjbar was appointed to the City of Irvine Senior Citizens Council by Mayor Pro Tempore Christina Shea in April 2013; and

WHEREAS, Sima Ranjbar has served as Vice Chairwoman of the Senior Citizens Council since January 2018, and also serves on the Leadership, Legislative, and Housing & Transportation Committees; and

WHEREAS, Sima Ranjbar has also served on Irvine's Multicultural Association for many years, creating many events and presentations for the community to promote understanding of the cultures and traditions of our residents including "A Trip to via Paris," "Chinese Opera and the Monkey King," and "Spring Celebration in Ancient Persia to the Present."; and

WHEREAS, Sima Ranjbar was honored in 2018 as a Distinguished Citizen and is included on the City's Wall of Recognition at Colonel Bill Barber Marine Corps Memorial Park; and

WHEREAS, Sima Ranjbar has announced her retirement from the Senior Citizens Council after nearly six years of outstanding leadership and service.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY COMMEND Sima Ranjbar for her dedication and commitment to the City of Irvine and wishes her the very best in her future endeavors.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
FEBRUARY 12, 2019



2.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: MINUTES


City Clerk

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on January 8, 2019.



MINUTES

CITY COUNCIL REGULAR MEETING

January 8, 2019
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The regular meeting of the Irvine City Council was called to order at 4:05 p.m. on January 8, 2019 in the Conference and Training Center, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

Present:	5	Councilmember:	Melissa Fox*
		Councilmember:	Farrah N. Khan
		Councilmember:	Anthony Kuo
		Mayor Pro Tempore:	Christina Shea
		Mayor:	Donald P. Wagner

* Councilmember Fox arrived at 4:06 p.m.

1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

- 1.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS: (Government Code § 54956.8); Property: Portion of APN No.: 580-761-007; Agency Negotiators: John Russo, City Manager; Pete Carmichael, Director of Community Development/Interim Director, Orange County Great Park; Chris Koster, Manager of Great Park Planning & Development; Kaitlyn Nguyen, Manager, Economic Development; and Allison Lemoine-Bui, Rutan & Tucker; Negotiating Parties: City of Irvine; Pretend City, Children's Museum of Orange County; Under Negotiation: Price and Terms of Payment**

- 1.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: (Government Code § 54956.8); Property: Portion of APN Nos.: 580-761-009, 013, 014 & 015; Agency Negotiators: John Russo, City Manager; Pete Carmichael, Director of Community Development/Interim Director, Orange County Great Park; Chris Koster, Manager of Great Park Planning & Development; Kaitlyn Nguyen, Manager, Economic Development; and Allison Lemoine-Bui, Rutan & Tucker; Negotiating Parties: City of Irvine; USA Water Polo, Inc.; Under Negotiation: Price and Terms of Payment**
- 1.3 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one potential case**
- 1.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: (Government Code § 54956.8); Property: APN No. 58076135; Agency Negotiators: John Russo, City Manager; Pete Carmichael, Director of Community Development/Interim Director, Orange County Great Park; Chris Koster, Manager of Great Park Planning & Development; Kaitlyn Nguyen, Manager, Economic Development; Wil Soholt, Kosmont Companies; and Allison Lemoine-Bui, Rutan & Tucker; Negotiating Parties: City of Irvine; Wild Rivers Irvine, LLC; and EPR Irvine, LLC; Under Negotiation: Price and Terms of Payment**
- 1.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: (Gov Code § 54956.8); Property: Approximately 3.19 acre property at 17353 Derian Ave; Agency Negotiators: Marianna Marysheva, Assistant City Manager; Laurie Hoffman, Director of Community Services; Pete Carmichael, Director of Community Development/Interim Director Orange County Great Park; and Darlene Nicandro, Project Development Administrator; Negotiating Parties: City of Irvine and Group Effort 6 LLC; Under Negotiation: Price and Terms of Payment**

RECESS

Mayor Wagner convened the regular City Council meeting to Closed Session at 4:07 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the regular City Council meeting at 5:09 p.m. City Attorney Melching, on behalf of the City Council, announced that no reportable action was taken in Closed Session.

PLEDGE OF ALLEGIANCE

Councilmember Khan led the Pledge of Allegiance.

INVOCATION

Rabbi Yisroel Ciner from Beth Jacob Congregation in Irvine, provided the invocation, accompanied by the following individuals:

- Sheikh Atef Magroub, Islamic Center of Orange County
- Pastor Jason Aguilar, Resound Church
- Alison Edwards, Orange County Human Relations
- Pastor Mark Whitlock, Christ Our Redeemer Church

2. PRESENTATIONS

2.1 Proclaim January 13, 2019 as "Korean American Day"

Mayor Wagner introduced the following individuals and presented a proclamation recognizing January 13, 2019 as "Korean American Day":

- Juweon Yun, President, Orange County Korean Cultural Center and the Irvine Korean Cultural Festival, and his wife Grace
- Representatives from the office of Assemblyman Steven Choi
- Samuel Han, California Director, Freedom Foundation
- John Kim, President, Korean American Federation of Orange County
- Juneu Kim President, Irvine Korean Evergreen Association
- Michelle Kim, President, Irvine Korean Parent Association
- Tammy Kim, Managing Director, Korean American Center
- Migyung Lee, Chief Instructor, King Sejong Institute

Esther Koh, on behalf of Assemblymember Steven Choi, expressed her appreciation to the City Council for recognizing and proclaiming Korean American Day.

2.2 Proclaim January 21, 2019 as "Dr. Martin Luther King, Jr. Day"

Mayor Wagner introduced the following individuals and presented a proclamation recognizing January 21, 2019 as "Dr. Martin Luther King, Jr. Day":

- Estuardo Ponciano, Director of Admissions, University of California, Irvine Law School
- Bobby MacDonald, President and CEO, Black Chamber of Commerce of Orange County

2.3 Irvine Global Village Sponsor Recognition

Mayor Wagner introduced the sponsors of the Irvine Global Village Festival and presented them with Certificates of Recognition for their support.

CITY MANAGER'S REPORT

City Manager Russo introduced Mike Hamel, Director of Public Safety/Chief of Police, who provided a brief summary of how the Irvine Police Department recently solved a related string of crimes in Orange County, one of which took place in the City of Irvine.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Councilmember Kuo announced the launching of his "Irvine 100" initiative, wherein he has or will be visiting a local nonprofit, small business, or special attraction in Irvine each day for his first 100 days in office that highlight the different programs, locations, and services in the City. To date, visits include the Orange County Great Park and Big Wheel Park in Woodbridge, as well as his recent participation in a police ride-along.

Mayor Wagner noted the many steps taken to improve traffic safety at the intersection of Canyonwood and Arborwood and throughout the City; and made the following announcements:

- The City of Irvine is implementing a new type of traffic signal this year that increases the efficiency of left turns and improves traffic flow. The flashing yellow arrow indicator accommodates left turns at selected signalized intersections, which will permit motorists to turn left while yielding to oncoming traffic, bicyclists, and pedestrians. The first five of the new signals will be operational this month and the first part of February at the following locations:
 - Tesla at Irvine Center Drive
 - Oldfield at Rockfield Boulevard
 - Odyssey at Irvine Center Drive

- Towngate at Sand Canyon Avenue
- Florence at Culver Drive
- The City is conducting a public survey about recreational activities to assess how well the community's needs are being met, and to learn how future needs can be accommodated. The online survey includes questions about recreational activities that members of the community may have participated in, and what residents would like to see offered in the future. To take the survey, please visit cityofirvine.org/activitysurvey.
- The City of Irvine is the safest big city in America. In addition, according to Numbeo, a global database of user data focused on cities and countries, Irvine is the 10th safest city in the world. In the list of safest 50 cities in the world, Irvine is the only one from California and the safest big American city on this list as well.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

3. CONSENT CALENDAR

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried to approve City Council Consent Calendar Item Nos. 3.1 through 3.6, with the exception of Consent Calendar Item Nos. 3.2 and 3.4, which were removed for separate discussion.

3.1 MINUTES

ACTION:

Approved the minutes of a regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency held on November 27, 2018.

Councilmember Kuo abstained.

3.2 WARRANT AND WIRE TRANSFER RESOLUTION

This item was removed for separate discussion at the request of community member Ilya Tseglin, who suggested the establishment of a special fund for legal representation for citizens of Irvine.

There was no City Council discussion.

ACTION: Moved by Councilmember Khan, seconded by Mayor Pro Tempore Shea, and unanimously carried to:

Adopt RESOLUTION NO. 19-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.3 RESOLUTIONS OF INTENTION TO INITIATE CHANGE PROCEEDINGS AND DESIGNATE COMMUNITY FACILITIES DISTRICT NO. 2013-3 IMPROVEMENT AREA NO. 10, AUTHORIZE LEVY OF SPECIAL TAXES, AND INCUR BONDED INDEBTEDNESS

ACTION:

- 1) Adopted RESOLUTION NO. 19-02 - A RESOLUTION OF CONSIDERATION AND INTENTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), TO CHANGE AND MODIFY AN EXISTING IMPROVEMENT AREA AND THEREBY DESIGNATE AN ADDITIONAL IMPROVEMENT AREA, IMPROVEMENT AREA NO. 10, WITHIN CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES
- 2) Adopted RESOLUTION NO. 19-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DECLARING ITS INTENTION TO INCUR BONDED INDEBTEDNESS FOR IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

3.4 APPROVAL OF APPOINTMENTS OF CITY COUNCIL REPRESENTATIVES TO CITY ADVISORY COMMITTEES AND GOVERNMENTAL AGENCIES

This item was removed for separate discussion at the request of Councilmember Kuo, who noted a preference that a Councilmember serve on the Hotel Improvement District (HID) committee.

City Council discussion included: noting that the One Water One Watershed (OWOW) committee no longer included a representative from Irvine; and questioned a former Councilmember's representation on the Orange County Mosquito and Vector Control District (OCMVCD) Board and suggested replacement with an existing Councilmember.

Marianna Marysheva, Assistant City Manager, noted staff's concurrence with City Council representation on the HID committee, and suggested that the City Council appoint a Councilmember to replace Michelle Grettenberg, Deputy City Manager, as a delegate.

ACTION: Moved by Councilmember Kuo, seconded by Councilmember Fox, and unanimously carried to:

- 1) Appoint City Council delegates and alternates to outside governmental agencies on which the City has representation for the 2019 calendar year **as amended** to:
 - a) Replace Michelle Grettenberg, Deputy City Manager, with Mayor Pro Tempore Shea on the Hotel Improvement District (HID) Committee;
 - b) Appoint Councilmember Khan to replace former Councilmember Lynn Schott on the Orange County Mosquito and Vector Control District (OCMVCD) Board; and
 - c) Remove the One Water One Watershed (OWOW) Committee as the City no longer has representation on that committee.
- 2) Appoint City Council representatives and approve staff appointments to various City of Irvine advisory Commissions, Committees and Task Forces for the 2019 calendar year.
- 3) Adopt Fair Political Practices Commission Public Official Appointment Form 806 and direct the City Clerk to post an amended form to the City website to report any change in appointments to the governmental agencies providing stipends as determined by the City Council.

3.5 NOTICE OF REVIEW AND PENDING APPROVAL FOR TRACT MAPS IN THE IRVINE BUSINESS COMPLEX AND PORTOLA SPRINGS

ACTION:

Received and filed.

3.6 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approved Mayor Pro Tempore Shea's request for Community Partnership Fund Grant nomination to Boy Scouts of America, Orange County Council in support of program costs for Irvine Troop 622 (\$500). **(Contract No. 10490)**
- 2) Authorized the City Manager to prepare and sign the funding agreement listed in Action 1.

4. COUNCIL BUSINESS

4.1 CONSIDERATION OF MAYOR PRO TEMPORE SHEA'S REQUEST FOR MODIFICATIONS TO CONFLICT OF INTEREST PROVISIONS IN CITY CONTRACTS

This item was agendized at the request of Mayor Pro Tempore Shea, who suggested modifications be made to the City's standard contractual provisions regarding conflicts of interest, which would prohibit City contractors from asking for or receiving services from City officials during the term of City-approved contracts.

The following individuals spoke in support of the proposed modifications, as well as in support of additional measures to address potential conflict-of-interest matters in other areas:

Jack Fancher, Irvine resident
Robin Gurian, Irvine resident
Susan Sayre, Irvine resident

City Council discussion included: addressing additional areas of concern where a conflict of interest could ensue at a future City Council meeting; referenced the provisions of the Ethics Ordinance, including enforcement and unintended consequences discovered in prior years; questioned the City's ability to void a contract if conflicts of interest are discovered; noted a preference to ensure that certain language be modified in the Ethics Ordinance to protect public officials in certain circumstances; and questioned whether the City could seek damages for contracts terminated with cause.

City Attorney Melching provided a summary of proposed modifications to Section 3.17(A) of City contracts to address the conflict-of-interest concerns raised by Mayor Pro Tempore Shea; noted that City contracts have another provision that allows it to terminate a contract with or without cause; and reiterated that the City's Ethics Ordinance was a voter initiative, which directed the City Attorney to enforce and address any violations of the Ordinance.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Khan, and unanimously carried to modify Section 3.17(A) of City contracts as follows:

3.17 Conflicts of Interest

- A.“Contractor shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.”

PUBLIC COMMENTS

Brigitte spoke about recent actions taken by the Orange County Board of Supervisors.

Susan Sayre and Jane Olinger, Irvine residents, spoke about the importance of ethics with respect to public officials.

Brad Fieldhouse, Executive Director of Citynet, spoke about a project in Orange County that reaches out and counts the homeless population, and encouraged others to volunteer their time to support its cause. Mayor Wagner also reiterated recent efforts by the City to address homelessness, and encouraged the community to sign up to volunteer at everyonecountsoc.org.

Jack Fancher, Irvine resident, spoke in support of a Veterans Cemetery at the Orange County Great Park.

Ilya Tseglin reiterated a domestic issue related to his autistic son.

Ryan Farsaii spoke about the nation's election process and national debt.

Robin Gurian, Irvine resident, submitted a Request to Speak but did not speak.

ADJOURNMENT

Moved by Councilmember Kuo, seconded by Mayor Pro Tempore Shea, and unanimously carried to adjourn the City Council meeting at 6:50 p.m. in memory of Elizabeth Kojian, Executive Secretary, who passed away on New Year's Day.

MAYOR OF THE CITY OF IRVINE

CITY CLERK OF THE CITY OF IRVINE

February 12, 2019


2.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: PROCLAMATIONS


City Clerk

RECOMMENDED ACTION:

Ratify and proclaim February 5, 2019 as "Lunar New Year."

 CITY OF IRVINE 

Proclamation

LUNAR NEW YEAR FEBRUARY 5, 2019

WHEREAS, Lunar New Year, a time of feasting and renewal of family and community ties, falls annually on the second new moon following the winter solstice; and

WHEREAS, various cultures including Asian Pacific Islander, Chinese, Korean, Singaporean, Vietnamese, and many others traditionally celebrate the Lunar New Year in a variety of ways worldwide; and

WHEREAS, on August 24, 2018 Governor Edmund G. Brown Jr. signed Senate Bill No. 892 officially recognizing Lunar New Year in California, and encouraging all public schools and educational institutions to conduct exercises recognizing the traditions and cultural significance of the Lunar New Year; and

WHEREAS, the celebration of Lunar New Year events in Irvine and throughout the region illustrates our rich cultural history and commitment to diversity.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM FEBRUARY 5, 2019 as "LUNAR NEW YEAR" and encourages Irvine residents to celebrate this special occasion.



DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
FEBRUARY 12, 2019



2.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION

Director of Financial Management
& Strategic Planning

City Manager

RECOMMENDED ACTION

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of January 9, 2019 through January 29, 2019 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND
DEMANDS AND SPECIFYING THE FUNDS OUT OF
WHICH THE SAME ARE TO BE PAID

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular
meeting held on the 12th day of February 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY
that the foregoing resolution was duly adopted at a regular meeting of the City Council
of the City of Irvine, held on the 12th day of February 2019.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

1/9/2019 through 1/15/2019

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	509,184.16
004	PAYROLL CLEARING FUND	1,227,350.32
005	DEVELOPMENT SERVICES FUND	37,263.50
009	REVENUE CLEARING FUND	3,216.00
024	BUILDING & SAFETY FUND	3,147.40
027	DEVELOPMENT ENGINEERING FUND	5,406.75
111	GAS TAX FUND	69,876.35
113	FEES & EXACTIONS FUND	1,919.60
119	LIGHTING, LANDSCAPE & PARK MNT	432,586.45
149	SPECIAL PROGRAM GRANTS	10,113.75
155	COMMUNITY SERVICES PROGRAMS	51.25
180	ORANGE COUNTY GREAT PARK	2,335,372.63
204	CFD 2013-3 GREAT PARK	7,040.00
219	AD 04-20 PORTOLA SPRINGS	636.00
250	CAPITAL IMPROV PROJ FUND - CIR	44,374.75
260	CAPITAL IMPROV PROJ-NON CIRC	475,919.14
262	COL BILL BARBER MC MEMORIAL PK	175.00
270	NORTH IRVINE TRANSP MITIGATION	808.50
286	GREAT PARK DEVELOPMENT FUND	11,743.00
501	INVENTORY	769.34
570	INSURANCE FUND	135,806.85
574	FLEET SERVICES FUND	4,476.40
578	MAIL & PRINT INTERNAL SERVICES	18,431.26
579	STRATEGIC TECHNOLOGY PLAN FUND	149,363.11
580	CIVIC CTR MAINT & OPERATIONS	50,969.19
717	RAD 04-20 PORTOLA SPR VAR RT A	11,725.00
718	RAD 05-21 ORCHARD HLS VAR RT	6,380.81
719	REASSESSMENT 85-7A VARIABLE RT	6,029.55
723	AD03-19 WOODBURY SER B VAR RT	4,580.54
730	11-24 FIXED RT CYPRESS VILLAGE	1,484.00
735	AD03-19 WOODBURY SER A VAR RT	3,992.74
775	AD97-17 LOWER PETERS CYN EAST	6,443.33
781	INTERAGENCY CUSTODIAL FUND	1,602.17
GRAND TOTAL		5,578,238.84

1/16/2019 through 1/22/2019

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	454,422.81
004	PAYROLL CLEARING FUND	1,371,486.53
005	DEVELOPMENT SERVICES FUND	67,920.50
007	SCHOOL SUPPORT FUND	44.80
024	BUILDING & SAFETY FUND	187,457.57
027	DEVELOPMENT ENGINEERING FUND	26,706.00
111	GAS TAX FUND	85,171.11
113	FEES & EXACTIONS FUND	1,642.43
114	HOME GRANT	6,015.00
119	LIGHTING, LANDSCAPE & PARK MNT	265,165.74
125	COMM DEVELOP BLOCK GRANT FUND	24,939.81
128	OFFICE ON AGING PROGRAMS FUND	1,321.05
139	SUPPL LAW ENFORCEMENT SERVICES	1,202.19
143	PUBLIC SAFETY GRANTS	1,805.02
145	STRUCTURAL FIRE FUND	269.28
146	I SHUTTLE	3,860.29
149	SPECIAL PROGRAM GRANTS	3,394.50
151	ASSET FORFEITURE JUSTICE DEPT	38.75
155	COMMUNITY SERVICES PROGRAMS	4,944.15
180	ORANGE COUNTY GREAT PARK	44,711.13
260	CAPITAL IMPROV PROJ-NON CIRC	198,796.77
270	NORTH IRVINE TRANSP MITIGATION	127,042.75
286	GREAT PARK DEVELOPMENT FUND	592.75
570	INSURANCE FUND	125,445.50
574	FLEET SERVICES FUND	4,380.36
578	MAIL & PRINT INTERNAL SERVICES	2.56
579	STRATEGIC TECHNOLOGY PLAN FUND	26,355.99
580	CIVIC CTR MAINT & OPERATIONS	578.09
GRAND TOTAL		3,035,713.43

1/23/2019 through 1/29/2019

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	454,037.35
004	PAYROLL CLEARING FUND	1,108,942.21
005	DEVELOPMENT SERVICES FUND	187,138.00
009	REVENUE CLEARING FUND	670.67
024	BUILDING & SAFETY FUND	14,620.46
111	GAS TAX FUND	4,520.45
114	HOME GRANT	25,084.00
118	SYSTEMS DEVELOPMENT FUND	2,030.00
119	LIGHTING, LANDSCAPE & PARK MNT	64,101.69
126	SENIOR SERVICES FUND	36,975.76
128	OFFICE ON AGING PROGRAMS FUND	19,930.49
130	AB2766 - AIR QUALITY IMPROVMNT	2,768.91
180	ORANGE COUNTY GREAT PARK	74,949.80
250	CAPITAL IMPROV PROJ FUND - CIR	647,361.22
260	CAPITAL IMPROV PROJ-NON CIRC	58,163.59
270	NORTH IRVINE TRANSP MITIGATION	31,520.62
271	IRVINE BUSINESS COMPLEX	22,375.24
286	GREAT PARK DEVELOPMENT FUND	14,413.20
501	INVENTORY	5,894.57
570	INSURANCE FUND	331,859.56
574	FLEET SERVICES FUND	19,931.47
578	MAIL & PRINT INTERNAL SERVICES	599.31
579	STRATEGIC TECHNOLOGY PLAN FUND	428,098.22
580	CIVIC CTR MAINT & OPERATIONS	3,783.78
714	REASSESSMENT 12-1 FIXED RATE	231,975.48
715	AD 13-25 FIXED RATE	10,629.90
716	RAD 13-1 FIXED RATE	166,194.40
717	RAD 04-20 PORTOLA SPR VAR RT A	21.43
718	RAD 05-21 ORCHARD HLS VAR RT	21.43
719	REASSESSMENT 85-7A VARIABLE RT	21.43
726	AD10-23 SERIES B FR LAGUNA ALT	3,551.82
730	11-24 FIXED RT CYPRESS VILLAGE	35,384.00
731	AD07-22 GROUP 4 FIXED RATE	37,746.53
732	RAD 04-20 GROUP 3 FIXED RATE	12,699.38
744	CFD 2013-3 GREAT PARK	586,346.71
745	CFD 2005-2R COLUMBUS GROVE SP	12,009.15
746	CFD 2004-1 CENTRAL PARK	102,865.40
760	AD87-8 ICD/BAKE PKWY DEBT SVC	3,500.00
767	AD94-15 WESTPARK II SERIES A	7,000.00
770	REASSESSMENT DIST 05-21 G2 FR	274,747.53
772	RAD 15-1 FIXED RATE	133,416.73
773	RAD 15-2 FIXED RATE	51,049.42
777	RAD 05-21 G1 FIXED RATE	96,647.50
778	RAD 04-20 G4 FIXED RATE	19,939.83
779	RAD 04-20 G5 FIXED RATE	14,114.50
780	RAD 04-20 G6 FIXED RATE	2,796.33

1/23/2019 through 1/29/2019

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
GRAND TOTAL		5,362,449.47

2.4




REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: ACCEPTANCE OF COUNTY OF ORANGE OFFICE ON AGING
GRANT INCREASE AND BUDGET ADJUSTMENT


Director of Community Services


City Manager

RECOMMENDED ACTION

1. Accept additional County of Orange Office on Aging Title III grant funds in the amount of \$66,757 to fund the Elderly Nutrition Program, Nutrition Transportation, Case Management, and In-Home Services.
2. Approve a Budget Adjustment to adjust the County of Orange Office on Aging Title III Grant revenues and program expenditures.

EXECUTIVE SUMMARY

The City receives grant funds from the Federal Title III Older Americans Act on an annual basis, administered by the County of Orange Office on Aging, to support senior services in the areas of: Elderly Nutrition Program; Nutrition Transportation, Case Management; and In-Home Services.

On June 26, 2018, the County of Orange Board of Supervisors awarded the City \$402,755 for Fiscal Year 2018-19. The City budget was developed prior to this award and included a lower amount of \$381,785 based on prior years of funding. The Budget Adjustment, presented as Attachment 1, corrects the budget to reflect the \$20,970 difference in revenue.

On December 22, 2018, the County of Orange Board of Supervisors increased the \$402,755 grant allocation to the City by an additional \$66,757 for Fiscal Year 2018-19, for a new maximum award of \$469,512. The increase to funding and the change to the contract for Title III funding is outlined in the First Amendment to Contract No. 18-27-0015, presented as Attachment 2. The additional grant funds will support increased service levels in the City's Elderly Nutrition Program (congregate meals and home-delivered meals), Nutrition Transportation, Case Management and In-Home Services.

In total, the budget adjustment recognizes \$87,727 in revenue that includes the \$20,970 starting difference in revenue and the grant amendment of \$66,757. The adjustments to expenditures total \$59,738 to meet additional service units. The remaining \$27,989 will increase the fund balance.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

The item is scheduled for the February 4, 2019 Finance Commission agenda. At the time this staff report was written, the item had not been presented to the Finance Commission. An errata reflecting the Finance Commission vote will be presented to the City Council on February 12, 2019.

ANALYSIS

The City serves as the provider of Federal Title III Older American's Act programs for the County of Orange Office on Aging. Title III programs consist of the Congregate Meal Program, Home-delivered Meal Program, Nutrition Transportation, Case Management Services, and In-Home Services.

In December 2018, the City received additional funding for its FY 2018-19 Title III grant award. The additional funding of \$66,757 will bring the total grant award for FY 2018-19 to \$469,512. Funding sources for Title III programs, located within Special Fund 128, include federal grants (42 percent), City General Funds (38 percent), and community and participant donations (20 percent). Total budgeted cost for Title III programs for FY 2018-19 is \$1,114,317.

Title III programs and service levels are described below.

1. Congregate Meal Program – Senior lunch program at Lakeview Senior Center serving an estimated 32,500 meals per year.
2. Home-delivered Meal Program – Meals on Wheels program for homebound seniors. The program is projected to serve 70,340 meals and provide 620 participant assessments by City case managers.
3. Nutrition Transportation – Transportation service provided by the City of Irvine TRIPS program and two subcontractors for low-income seniors needing rides to Lakeview Senior Center to access the congregate meal program. The program is projected to provide 2,900 one-way rides.
4. Case Management Services – Individualized and intensive support services for vulnerable seniors. Case Management consists of assessing for immediate needs and coordination of support services for frail older adults at risk of losing their independence. The program provides for approximately 980 hours of case management services to stabilize and assist at-risk seniors.

5. In-Home Services – Personal care, homemaker support and chore assistance are provided by two subcontractors for high-need homebound seniors. The program is projected to provide 950 hours of service to help seniors remain in their homes and maintain independence as long as possible.

ALTERNATIVES CONSIDERED

The City Council may decide not to accept the increase in grant funds for this program. Funds may not be used for any other purpose aside from the services outlined above and would need to be returned to the County of Orange Office on Aging.

FINANCIAL IMPACT

The City will receive \$67,757 in additional Title III grant funds for the Elderly Nutrition Program, Nutrition Transportation, Case Management and In-Home Services for Irvine's frail and elderly population. The Title III Special Fund (128) fund balance will increase by \$27,989 due to program cost savings.

REPORT PREPARED BY Sheila Driscoll, Community Services Superintendent

ATTACHMENTS:

1. City of Irvine Budget Adjustment Request Form – Special Fund (128)
2. First Amendment Contract No. 18-27-0015 Between County of Orange and City of Irvine



**FIRST AMENDMENT
CONTRACT No. 18-27-0015**

BETWEEN THE COUNTY OF ORANGE

AND

CITY OF IRVINE

**FOR THE PROVISION OF SERVICES FUNDED BY
DEPARTMENT OF HEALTH & HUMAN SERVICES GRANTS:
OLDER AMERICANS ACT TITLE III
GRANTS FOR STATE & COMMUNITY PROGRAMS ON AGING:
TITLE IIIB: SUPPORTIVE SERVICES
CASE MANAGEMENT, IN-HOME CARE SERVICES, TRANSPORTATION
CFDA #93.044 / FAIN #18AACAT3SS & 19AACAT3SS
TITLE IIIC: ELDERLY NUTRITION PROGRAM
IIIC-1 CONGREGATE & IIIC-2 HOME DELIVERED MEALS
CFDA #93.045 / FAIN #18AACAT3CM & 19AACAT3CM; 18AACAT3HD & 19AACAT3HD
OLDER AMERICAN ACT SECTION 311
NUTRITION SERVICES INCENTIVE PROGRAM
CFDA #93.053 / FAIN #18AACANSIP & 19AACANSIP**

This AMENDMENT to Contract No. 18-27-0015, hereinafter referred to as "First Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and City of Irvine, a California municipal organization, DUNS #072511363, with a place of business at 20 Lake Road, Irvine CA 92604-4567; hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY," or collectively as "PARTIES."

RECITALS

WHEREAS, COUNTY and SUBRECIPIENT entered into Contract No. 18-27-0015, hereinafter referred to as "ORIGINAL CONTRACT," for the provision of Senior Services, commencing July 1, 2018, through June 30, 2019, in the amount not to exceed \$402,755; and

WHEREAS, the PARTIES desire to increase the CONTRACT by the monetary amount of \$66,757, for a new maximum obligation of \$469,512 and replace Attachment A, Scope of Services, with Attachment A-1; and replace Attachment B, Budget, with Attachment B-1; and

WHEREAS, SUBRECIPIENT performance is satisfactory as required by the CONTRACT in order to satisfy this Amendment.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The CONTRACT is amended to increase the monetary limit in the amount of \$66,757, for a new maximum obligation of \$469,512.

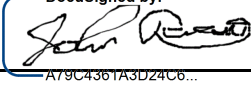
2. Attachment A, Scope of Services, is replaced with Attachment A-1.
3. Attachment B, Budget, is replaced with Attachment B-1.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this First Amendment on the dates below their respective signatures:

*City of Irvine

DocuSigned by:
By: 
A79C4361A3D24C6...

By: _____

Name: John A. Russo
(Print)

Name: _____
(Print)

Title: City Manager

Title: _____

Dated: 11/8/2018

Dated: _____

*For SUBRECIPIENTS that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTS that are not corporations, the person who has authority to bind the SUBRECIPIENT to a Contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

DS
kwp By:  Renee Ramirez
9E6A927B349840C...
Dylan Wright, Director
OC Community Resources

Dated: 12/22/2018

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

DocuSigned by:
By:  Carolyn S. Frost
B3AB96D76D8D425...
DEPUTY COUNTY COUNSEL

Dated: 11/1/2018

SCOPE OF SERVICES

ATTACHMENT A-1

AGENCY NAME: City of Irvine		Amendment # 1		
PROGRAM NAME(S): Title III C-1, C-2, B-CM, IH, NT		FISCAL YEAR: 2018/2019		
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	
Adult Day Care	# of Hours		Registered	
Community Services	Senior Center Activities (# of Hours)		Non-Registered	
	Cash/Material Aid (# of Assistances)			
	Outreach (# of Contacts)			
	Interpretation/Translation (# of Contacts)			
Elder Abuse Prevention	# of Public Education Sessions		Non-Registered	
	# of Training Sessions for Professionals			
	# of Training Sessions for Title III E Caregivers			
	Hours Spent Developing System to Respond to EA			
	# of Copies of Educational Materials Distributed			
HICAP	# of Individuals Reached Through Activities			
	Estimated # of Clients Counseled (Closed Intakes)			
	Estimated # of Public and Media Events			
	Estimated # of Contacts for all Clients Counseled			
	Est. # of Persons Reached at Public & Media Events			
	# of Contacts with Medicare-Due-to-Disability Clients			
	Est. # of Contacts with Low Income Beneficiaries			
	Estimated # of Enrollment Assistance Contacts			
	Est. # of Part D& Enrollment Assistance Contacts			
	Estimated # of Counselor Hours in PSA 22			
	# of HICAP Legal Services Clients Served			
	Hours of Legal Representation to Clients			
Legal Assistance	Hours of Program Consultation to Staff		Non-Registered	
	# of Hours			
Ombudsman	# of Pro Bono Hours		N/A	
	# of Cases Closed			
	# of Training Sessions			
	# of Trainees			
	# of Hours of Training			
	# of Visits to SNFs (Unduplicated)			
	# of Visits to RCFEs (Unduplicated)			
	# of Volunteers Needed			
Elderly Nutrition Program	# of Existing Volunteers		Registered	
	32,500 # of Congregate Meals	700		
	70,340 # of Home-delivered Meals	155		
	400 # of Nutrition Education Sessions (Congregate)	100		
Case Mgt/In Home:	1,100 # of Nutrition Education Sessions (Home Delivered)	150	Non-Registered	
	Case Management	980 # of Hours		130
	Personal Care	380 # of Hours		8
	Homemaker	480 # of Hours		13
	Chore	90 # of Hours	4	Registered
Transportation	2,900 # of One-Way Trips	22	Non-Reg.	



SIGNATURE

Community Services Superintendent

TITLE

10/23/2018

DATE

KWR
10-23-10

ATTACHMENT A-1

Title III B Case Management and In-Home Services

Case Management and In-Home services (CM/IH) are administered by Service Area in conjunction with the Elderly Nutrition Program.

Case Management consists of the provision of professional assessment and care planning for frail older adults at risk of losing their independence.

In-Home services include Personal Care, Homemaker, and Chore services to provide assistance for frail older adults who otherwise could not remain in their homes.

Services are provided within designated service areas to eligible adults age 60 and older. No cost for services, however, donations are encouraged.

Service Unit Expectations:

Case Management (1 Hour): Assistance in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and re-assessment, as required.

In-Home services

Personal Care (1 Hour): Personal assistance, stand-by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).

Homemaker (1 Hour): Assistance such as preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.

Chore (1 Hour): Assistance such as heavy housework, yard work or sidewalk and other home maintenance for an older adult.

ATTACHMENT A-1**Elderly Nutrition Program**

The Elderly Nutrition Program is subject to Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and CDA Program Memoranda.

The purpose of the Elderly Nutrition Program is to provide nutrition services as described in the Older Americans Act of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.

Services are provided in designated service areas to eligible adults age 60 and older. No cost for meals, however, participants are provided an opportunity to voluntarily contribute to the cost of the meal.

Congregate Meals: Also eligible for meals and other nutrition services are spouses of eligible participants, regardless of age; volunteers who provide needed services during meal service hours; persons with disabilities; persons who live with an eligible person; and older individuals who live in senior housing facilities with meal services.

Home Delivery: Eligible individuals must be homebound by reason of illness, incapacity, disability or otherwise isolated. Spouses and caregivers of eligible participants, regardless of age, may receive meals if it is deemed beneficial to the participant. An individual with a disability who resides with an older individual may receive a meal if it is deemed in the best interest of the homebound senior.

Service Unit Expectations:

Congregate Meals (1 Meal): A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the Older Americans Act and State/Local laws, and assures a minimum one-third of the Dietary Reference Intake, and shall comply with dietary guidelines for Americans.

Home-Delivered Meals (1 Meal): A meal provided to an eligible individual in his or her place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws, and assures a minimum one-third of the Dietary Reference Intake, and shall comply with dietary guidelines for Americans.

Nutrition Education (1 Session per Participant): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations, or small group discussions for congregate program participants. Handout materials may be used, but not limited to, as the sole education component for home-delivered meal program participants. Nutrition Education is required quarterly per congregate site and per home-bound participant.

ATTACHMENT A-1

Title III B Nutrition Transportation

Nutrition Transportation is a Title III B Supportive Service. Nutrition Transportation is administered by Service Area in conjunction with the Elderly Nutrition Program.

Services are provided within designated service area to eligible adults age 60 and older. Services are provided at no cost for, however, donations are encouraged.

Service Unit Expectations:

Transportation (1 One Way Trip): Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.



BUDGET

CASE MANAGEMENT PROGRAM

Title III-B FUNDING

1. SUBRECIPIENT's Budget

Cost Categories	Budgeted Costs
Personnel	\$22,892
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$0
Other Costs	\$0
Indirect Costs	\$0
Total Budgeted Costs	\$22,892

Matching	Match Amount
Cash	\$2,694
In-Kind	N/A
Total Match	\$2,694

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. SUBRECIPIENT shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to SUBRECIPIENT from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

3. Payments

SUBRECIPIENT agrees that any and all funds received under this CONTRACT annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by SUBRECIPIENT to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT in accordance with Paragraph K of this CONTRACT. No expense of SUBRECIPIENT will be reimbursed by COUNTY if incurred after June 30 of each fiscal year.

ATTACHMENT B-1

Upon the effective date of this CONTRACT, COUNTY shall make payment to SUBRECIPIENT in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of SUBRECIPIENT's invoice showing prior month(s) actual expenditures, COUNTY shall make monthly reimbursement payments based on SUBRECIPIENT's invoice so long as the total payments under this CONTRACT do not exceed the CONTRACT maximum obligation.
- B. COUNTY Discretion: At the sole discretion of COUNTY, payments to SUBRECIPIENT may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by SUBRECIPIENT.
- C. Invoices: SUBRECIPIENT shall provide monthly invoices by the 10th day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this CONTRACT.
- D. If SUBRECIPIENT expenditures for any program referenced in this CONTRACT fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this CONTRACT, SUBRECIPIENT may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received.



BUDGET

IN-HOME SERVICES PROGRAM

Title III-B FUNDING

1. SUBRECIPIENT's Budget

Cost Categories	Budgeted Costs
Personnel	\$4,200
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$16,793
Other Costs	\$0
Indirect Costs	\$0
Total Budgeted Costs	\$20,993

Matching	Match Amount
Cash	\$2,471
In-Kind	N/A
Total Match	\$2,471

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. SUBRECIPIENT shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to SUBRECIPIENT from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

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BUDGET

TRANSPORTATION PROGRAM

Title III-BFUNDING

1. SUBRECIPIENT's Budget

Cost Categories	Budgeted Costs
Personnel	\$2,566
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$22,755
Other Costs	\$1,260
Indirect Costs	\$0
Total Budgeted Costs	\$26,581

Matching	Match Amount
Cash	\$3,128
In-Kind	N/A
Total Match	\$3,128

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. SUBRECIPIENT shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to SUBRECIPIENT from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

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BUDGET

CONGREGATE MEALS PROGRAM

Title III-C, STATE, NSIP FUNDING

1. SUBRECIPIENT's Budget

Cost Categories	Budgeted Costs
Personnel	\$153,510
Travel and Training	\$0
Equipment	\$0
Food	\$26,586
Consultant/Professional Services	\$0
Other Costs	\$0
Indirect Costs	\$0
Total Budgeted Costs	\$180,096

Matching	Match Amount
Cash	\$17,607
In-Kind	N/A
Total Match	\$17,607

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BUDGET

HOME DELIVERED MEALS PROGRAM

Title III-C, STATE, AND NSIP FUNDING

1. SUBRECIPIENT's Budget

Cost Categories	Budgeted Costs
Personnel	\$105,800
Travel and Training	\$0
Equipment	\$0
Food	\$103,150
Consultant/Professional Services	\$10,000
Other Costs	\$0
Indirect Costs	\$0
Total Budgeted Costs	\$218,950

Matching	Match Amount
Cash	\$18,238
In-Kind	N/A
Total Match	\$18,238

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. SUBRECIPIENT shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to SUBRECIPIENT from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

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2.5



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: APPROVAL OF PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR KELVIN AVENUE PEDESTRIAN BRIDGE



Director of Public Works



City Manager

RECOMMENDED ACTION

1. Approve the construction plans, specifications, and contract documents for the Kelvin Pedestrian Bridge over Barranca Channel, CIP 321201.
2. Approve the Engineer's Estimate, Construction Contingency, and Project Funding Summary.
3. Authorize staff to solicit competitive bids and award the construction contract to the lowest responsive and responsible bidder, which is in accordance with the City's purchasing policies and procedures, within the approved project budget.

EXECUTIVE SUMMARY

In 2011, the City Council approved a capital improvement project for implementation of the proposed Kelvin Avenue Pedestrian Bridge spanning the Barranca Channel between Main Street and Kelvin and Derian Avenues to the west of Jamboree Road. The proposed bridge is intended to enhance pedestrian access and connectivity for existing and proposed residential developments along Kelvin Avenue in the Irvine Business Complex (IBC). The location of the proposed bridge is depicted in Attachment 1. Plans, specifications, and contract documents for the construction phase of the project are complete and ready for City Council approval. These documents are available for public review in the Public Works department.

The proposed work includes installation of a prefabricated truss bridge to span Barranca Channel; sidewalk improvements between Barranca Channel and Kelvin Avenue; asphalt trail improvements on both sides of the pedestrian bridge and irrigation and landscape improvements. Approval of the recommended actions will allow staff to proceed with solicitation of competitive bids for construction and award of a contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing policies and procedures, within the approved project budget.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

The proposed project includes off-street trail improvements, an eight-foot wide prefabricated truss bridge spanning 60 feet across the Barranca Channel, improvements to the flood control maintenance road and five-foot wide sidewalks leading up to the bridge on both sides, to provide pedestrian and bicycle connectivity across the Barranca Channel between the Kelvin Court Apartments and retail and residential supportive uses along Main Street. Two existing developments (Kelvin Court Apartments and Main Street Village) have provided easements to the City for public access on their property. A license agreement has been secured with the Orange County Flood Control District (OCFCD) for the bridge and maintenance road improvements along the channel.

The construction contract estimate prepared by the consultant design engineer for this project is \$427,711 for the Base Bid. A budget allowance of \$42,221 for construction engineering (material and equipment testing, inspection services and surveying) and \$42,771 for construction contingency is recommended, as shown in the Project Funding Summary (Attachment 2). The City's construction contracting policies and procedures limit the award of the construction contract by staff to a maximum of 10 percent over the engineer's estimate. These policies also restrict the use of the construction contingency only for unforeseen circumstances that may arise and are necessary to complete the work within the approved project scope and budget.

Staff is seeking City Council approval to proceed with soliciting competitive bids for construction. A copy of the Notice Inviting Bids, Construction Contract, Plans, Specifications, and the proposed Schedule of Work listing the individual bid items for this project is included as Attachment 3. If the recommended actions are approved by the City Council, construction is anticipated to begin in May 2019 with completion by January 2020.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA) Public Resources Code section 21000 et. seq. City Council certified an Environmental Impact Report (EIR) for the project on July 13, 2010 and an addendum to supplement the IBC EIR on July 25, 2017. These documents serve as the environmental review of the proposed bridge project, as required pursuant to the provisions of CEQA, the CEQA Guidelines, 14 CCR Section 15000 et. seq. (CEQA Guidelines), and the City's procedures for CEQA implementation.

ALTERNATIVES CONSIDERED

The City Council could direct staff to defer the bridge project to a future date, or may direct staff to modify any of the project elements. The City Council may also approve the construction plans and related documents, authorize staff to solicit competitive bids, and direct staff to bring back the results of the competitive bid process to the City Council for its review and consideration prior to award of the construction contract.

FINANCIAL IMPACT

Expenditures for preliminary engineering, environmental documents, easement documents, and preparation of the construction plans and contract documents total approximately \$242,500. The construction contract estimate prepared by the consultant design engineer is \$427,711. The recommended budget allowance of \$42,221 for construction engineering and \$42,771 for construction contingency brings the total estimated cost for the construction phase to \$512,703. Funding for the construction phase is available in the City Council approved CIP 321201 budget from a combination of development fees and the Kelvin Court Apartment property owner contribution. A complete funding summary for this project is provided in Attachment 2.

Routine maintenance for the bridge and walkways is estimated at \$3,500 per year and would be budgeted as part of the Public Works Department annual maintenance budget. There is also a future potential cost of approximately \$75,000 to the City to remove and reinstall the bridge in the event that the County of Orange reconstructs the Barranca Channel. However, at this time, the County of Orange has no plans for reconstructing the channel.

REPORT PREPARED BY Darrell Hartman, P.E., Senior Civil Engineer

ATTACHMENTS

1. Vicinity Map
2. Project Funding Summary
3. Notice Inviting Bids, Construction Contract, Plans, Specifications, and Schedule of Work

Project Vicinity Map



Funding Summary
Kelvin Avenue Pedestrian Bridge
CIP 321201

February 12, 2019

Project Expenditures

Design Engineering	\$ 242,500
Construction Contract – City (Engineer’s Estimate)	\$ 427,711
Construction Engineering	\$ 42,221
Construction Contingency	<u>\$ 42,771</u>
Total Estimated Project Cost	\$ 755,203

Project Funding

CIP 321201 – Kelvin Avenue Pedestrian Bridge Project	\$ 755,203
Total Funding Available	\$ 755,203

ATTACHMENT 2

CITY OF IRVINE, CALIFORNIA
NOTICE INVITING BIDS
Bid No. 19-1456

NOTICE IS HEREBY GIVEN that sealed bids with online bid price submittal will be received by the Purchasing Agent of the City of Irvine, California, for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the contract documents for **Kelvin Pedestrian Bridge over Barranca Channel** together with appurtenances thereto, in strict accordance with the specifications on file at the **Department of Public Works**, 6427 Oak Canyon, Bldg. 1, Irvine, California 92618-5202.

DATE OF OPENING BIDS: Bid prices for each line item of the Schedule of Work must be entered and all other required documents for the bid proposal packet (pages 13, 18-31) must be uploaded to the BidsOnline system in accordance with the instructions beginning on page 16 no later than XX:XX:XX a.m. on Month Date, 20XX at which time bids will be publicly read aloud at 1 Civic Center Plaza, Irvine, California 92606-5207. No late bids will be accepted. No other method of bid submittal will be accepted.

LOCATION OF THE WORK: The work to be performed hereunder is located in the City of Irvine, County of Orange, over Barranca Channel between Kelvin Avenue and Siglo.

MANDATORY PRE-BID MEETING: There will be a **mandatory** pre-bid meeting on **Month Date, 20XX, at XX:XX p.m. at the project site (or the office)**. Failure to attend will result in your bid being declared non-responsive.

DESCRIPTION OF WORK: The work to be performed shall include, but not be limited to:

Clear and grub, asphalt and concrete removal, tree removal, unclassified excavation, miscellaneous base and structural backfill, fine grading, asphalt paving, reinforced concrete bridge abutment construction, steel bridge structure fabrication and installation, cable railing, chain link fence and gate installation, construction of curb, sidewalk and PCC curb ramps, storm drain manhole adjustment to grade, signing, striping, landscaping, irrigation system, water quality BMPs, adjustment of storm drain manhole frame and cover to grade and other items not mentioned here, but are required by the plans and the Special Provisions. The Engineer's construction cost estimate for the project is above \$420,000 (rounded to the nearest ten thousand).

LICENSE REQUIREMENT: **Prime Contractor must possess a valid Class A license.**

At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3. All Irvine Ranch Water District (IRWD) water facilities work under this contract shall be considered specialty in nature. **Any Contractor and/or subcontractor proposing to perform this specialty work must possess a valid Class C-34 license** prior to award of IRWD additive bid contract items. Proof of Certification shall be provided to the City prior to commencement of work.

DEBARRED CONTRACTORS: The City of Irvine Municipal Code Section 2-12-101 *et seq.* sets forth procedures to debar Contractors from bidding or performing work on City of Irvine contracts at any tier, whether prime, subcontractor, etc. Accordingly, certain

Contractors have been debarred and are listed on the City's website at www.cityofirvine.org/purchasing. Click on the link which states: "For a list of Debarred Contractors, please [click here](#)."

COMPLETION OF WORK AND LIQUIDATED DAMAGES: All work shall be completed in a total of **One Hundred Thirty (130) Working Days** (excluding plant establishment) and **Two Hundred Twenty (220) Working Days** (including plant establishment) from the date specified in the Notice to Proceed. Liquidated damages shall be **Six Hundred Sixty Dollars (\$660)** per Calendar Day, for each and every Calendar Days delay in finishing the work, except plant establishment work, in excess of the number of Working Days prescribed above and liquidated damages shall be **Five Hundred Dollars (\$500)** per Calendar Day, for each and every Calendar Days delay in completing the plant establishment work in excess of the number of Working Days prescribed above. In no case will liquidated damages be assessed at more than **Six Hundred Sixty Dollars (\$660)** per Calendar Day.

AWARD OF CONTRACT: The award of the Contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose bid complies with all the requirements prescribed. The City reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

PROPOSAL GUARANTEE AND BONDS: Each bid shall be accompanied by a scanned copy of a certified or cashier's check or corporate surety bond issued by a surety company, admitted to do business in the State of California, on the form furnished by the City as guarantee that bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Workers' Compensation insurance, and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract ("Performance Bond") and for the payment of claims of materialmen and laborers thereunder ("Payment Bond"). Said check or bidder's bond shall be in an amount of not less than ten percent (10%) of the amount of the bid. **Bidders with the apparent three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the Receptionist for the Purchasing Agent at 1 Civic Center Plaza, Irvine, CA, 92606 within two business days of the bid opening date. Failure to submit the original check or bidder's bond shall result in the bid being declared non-responsive.** The Performance and Payment Bonds shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. Only bonds issued by companies admitted to do business in the State of California will be accepted in accordance with the Code of Civil Procedure Section 995.311. Failure to submit acceptable Payment and Performance Bonds as required shall result in a rejection of the bid and a forfeiture of the proposal guarantee.

PREVAILING RATES OF WAGES: **Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, et seq.**

The CITY is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by CONTRACTOR. CONTRACTOR shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, et seq. In accordance with the

provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The CONTRACTOR, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The CITY reminds all contractors and subcontractors of the adoption of **SB 96**, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. All contractors and subcontractors who plan to bid on a public works project when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The CITY requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, the CITY will not award a contract to and no contractor or subcontractor will be allowed to work on a CITY public works project meeting these parameters unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall 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, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section 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.

LABOR REGULATIONS: The Contractor shall comply with all applicable requirements of the California Labor Code and the City of Irvine Municipal Code.

PLANS AND SPECIFICATIONS: A full set of bid documents consisting of Notice Inviting Bids, Proposal, Contract, Special Provisions and Contract Plans are available for inspection without charge at the Department of Public Works, Project Management Division, City of Irvine Operations Support Facility, 6427 Oak Canyon, Building 1, Irvine, California 92618-5202.

To obtain a copy of the bid documents, please visit the City of Irvine's website at www.cityofirvine.org/purchasing. Click on the "[Supplier Registration and Bid Opportunities](#)" link, and review the information about our online system. Next, click on the "[BidsOnline](#)" link. If you are not currently registered with the City of Irvine, please click on the "[New Vendor Registration](#)" button and then complete the electronic supplier registration process, including selecting Category Code(s) describing the goods and/or services you provide, as well as entering your Contractors State License information. After registering your firm, click on the "[Bid Opportunities](#)" button to view and download the Bid Documents. Interested firms must be registered on the City's website and

download the Bid Documents in order to submit a bid. Firms must also check the website periodically for addenda information as failure to download any and all addenda will result in bid disqualification.

SECURITY FOR COMPLETION OF WORK: The Contract Documents establish a provision for monthly progress payments based upon the percentage of work completed as determined by the Engineer. The City will retain a portion of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amount so retained upon compliance with the requirements of California Public Contract Code § 22300 and the provisions of the Contract Documents, Special Provisions Subsection 9-3.2.2 pertaining to "Substitution of Securities."

PROJECT ADMINISTRATION: All questions relative to this project prior to opening bids shall be prepared in writing and transmitted to the attention of Darrell Hartman, Senior Civil Engineer, by email to dhartman@cityofirvine.org, with a copy to Brian D. Brown, Senior Buyer, bbrown@cityofirvine.org. No inquiries will be accepted later than five (5) business days prior to the bid opening date as this would not allow time to respond to all plan holders. No phone inquiries will be accepted.

CITY OF IRVINE

Published by:
Publication Date:

CONSTRUCTION CONTRACT FOR CAPITAL IMPROVEMENTS

CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

This Contract made and entered into this _____ day of _____, 20____, by and between City of Irvine, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, to wit:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Contract Plans
 - g) Standard Plans
 - h) Standard Specifications
 - i) Reference Specifications

The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.

2. CONTRACTOR shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Clear and grub, asphalt and concrete removal, tree removal, unclassified excavation, miscellaneous base and structural backfill, fine grading, asphalt paving, reinforced concrete bridge abutment construction, steel bridge structure fabrication and installation, cable railing, chain link fence and gate installation, construction of curb, sidewalk and PCC curb ramps, storm drain manhole adjustment to grade, signing, striping, landscaping, irrigation system, water quality BMPs, adjustment of storm drain manhole frame and cover to grade and other items not mentioned here, but are required by the plans and the Special Provisions.

3. CONTRACTOR agrees to perform all the said work and furnish all the said materials at his own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the Engineer, the work hereinafter set forth in accordance with the Contract therefore adopted by the City Council and as prepared by Michael Baker International, 5 Hutton Centre, Suite 500, Santa Ana, CA 92707.

4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of

Dollars (\$_____) the "Contract Price."

CITY agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

5. CONTRACTOR agrees to commence construction of the work provided for herein within ten (10) Calendar Days after the date specified in the Notice to Proceed, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction thereof within **One Hundred Thirty (130) Working Days** after the date specified in the Notice to Proceed.

The CONTRACTOR shall diligently prosecute all the work (including plant establishment) to completion before the expiration of **Two Hundred Twenty (220) Working Days** from the date specified in the Notice to Proceed.

6. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Contract. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **Six Hundred Sixty Dollars (\$660)** per Calendar Day, for each and every Calendar Days delay in finishing the Work except plant establishment work in excess of the number of Working Days prescribed above. The CONTRACTOR shall pay to the CITY the sum of **Five Hundred Dollars (\$500)** per Calendar Day, for each and every Calendar Days delay in completing the plant establishment work in excess of the number of Working Days prescribed above. In no case will liquidated damages be assessed more than **Six Hundred Sixty Dollars (\$660)** per day. If liquidated damages are not paid, as assessed by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Contract in addition to any other remedy available to CITY. By executing this Contract, CONTRACTOR agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.

7. CONTRACTOR will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. CONTRACTOR shall notify the CITY in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that CONTRACTOR'S or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

8. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage

established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the City Clerk of the City of Irvine. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.

9. CONTRACTOR shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by him or by any subcontractors under him) less than the prevailing rate described above on the work provided for in this Contract.
10. CONTRACTOR and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the CONTRACTOR and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the CONTRACTOR to penalty and forfeiture provisions of the Labor Code § 1813.
11. CONTRACTOR will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.
12. CONTRACTOR, by executing this Contract, hereby certifies:
 "I am aware of, and will comply with the Labor Code § 3700 by securing payment for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Agency before execution of the Contract. The CITY, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this paragraph."

CONTRACTOR further agrees to require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California.

13. CONTRACTOR shall, concurrent with the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work "Performance Bond", and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished "Payment Bond." This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
14. CONTRACTOR shall, prior to commencing work, furnish certificates evidencing compliance with all requirements of the Contract Documents pertaining to insurance.
15. Any amendments to any of the Contract Documents must be in writing executed by the CONTRACTOR and the CITY. Any time an approval, time extension, or

consent of the CITY is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.

16. This Contract contains all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into and superseded by this Contract.
17. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
18. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.
19. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
20. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards and ordinances.
21. In the event any action is brought between the parties hereto relating to this Contract or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs in connection with such action or proceeding.
22. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
23. This Contract is to be governed by the laws of the State of California.

IN WITNESS WHEREOF, the said CONTRACTOR and the Director of Public Works, City Manager and City Clerk of the CITY have caused the names of said parties to be affixed hereto, the day and year first above written.

CONTRACTOR'S NAME:

Print Name of Construction Company

(If Corporation, 2 signatures are required)

By: _____
Signature

Print Name

Its: _____
Title

By: _____
Signature

Print Name

Its: _____
Title

CONTRACTOR INFORMATION:
Address for Notices and Payments

Telephone Number: _____

Email: _____

CITY OF IRVINE
A Municipal Corporation

By: _____
John A. Russo
Its: City Manager of the City of Irvine

By: _____
Mark A. Steuer
Its: Director of Public Works

ATTEST:

By: _____
Molly McLaughlin
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey Melching

PERFORMANCE BOND

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____, as Principal, and _____ as Surety, are held and
firmly bound unto City of Irvine, hereinafter called the City in the sum of _____
_____ (\$ _____
_____) (this amount being not less than one hundred percent (100%) of the total bid price
of the contract awarded by the owner to the Principal), for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract
attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the
undertakings, covenants, terms, conditions and agreements of said Contract during the
original terms thereof, and any extensions thereof that may be granted by the Owner with
or without notice of the Surety, and during the life of any guarantee required under the
Contract, and shall also well and truly perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of any and all duly authorized modifications of said
Contract that may hereafter be made, then this obligation shall be void otherwise this
obligation shall remain in full force and effect.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or modifications of the Contract Documents and/or of the
Work to be performed thereunder shall in any way affect its obligations on this bond; and it
hereby waives notice of any and all such changes, extensions of time, and alterations or
modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified
therefore, there shall be included costs and reasonable expenses and fees, including
reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation,
and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this
____ day of _____, 20____, the name of each party being hereto written below
and these presents duly signed by each party's undersigned representative, pursuant to
authority of its governing body. This bond shall be authenticated by way of notarized
acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

PAYMENT BOND

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

KNOW ALL PERSONS BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of _____ (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in the Civil Code § 9100 for any material used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors with respect to such work and labor, then said Surety will pay and, also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of all persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the Contract Documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER
BARRANCA CHANNEL
CIP NO. 321201

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND VICINITY MAP
2	LEGEND ABBREVIATIONS CONSTRUCTION NOTES AND ESTIMATE OF QUANTITIES
3	CONSTRUCTION DETAILS
4	KEY MAP AND TYPICAL SECTIONS
5	PLAN AND PROFILE
6	PLAN AND PROFILE
7	BRIDGE GENERAL PLAN
8	BRIDGE FOUNDATION PLAN
9	IRRIGATION PLAN
10	IRRIGATION DETAILS



VICINITY MAP

BENCHMARK:

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED LOCALLY UPON THE FOLLOWING BENCHMARK(S) OR CONTROL STATION(S) AS PUBLISHED BY THE ORANGE COUNTY SURVEY (OCS):

STATION NO.	DESCRIPTION	ELEVATION (FT)	YEAR LEVELED
BM1677	OCS BENCHMARK BM 3J-16-77	36.011	1989
	3 3/4" ALUM DISK IN CB AT S'LY CORNER OF INT KELVIN AND JAMBOREE RD		

BASIS OF BEARINGS:

BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCSR83) ZONE V, NAD83 EPOCH 2007.00, BASED LOCALLY UPON THE FOLLOWING CONTROL STATION(S) AS PUBLISHED BY THE ORANGE COUNTY SURVEY (OCS):

STATION NO.	DESCRIPTION	NORTHING	EASTING
OCS65534	OCS 6554	2196755.45	6077903.30
OCS6748	OCS 6748	2195509.13	6079485.65
SACY	OCS GPS SACY	2218015.22	6061433.13
FVPK	OCS GPS FVPK	2188768.54	6048757.12

OCFCD COUNTY PROPERTY ENCROACHMENT PERMIT
NUMBER: 2018-00046 DATE:
MAINTAINED BY: CITY OF IRVINE

00735131-MCE

00736186-BIE

PLAN CHECK NO.

00735128-EMC

CIP NO.

321201

PROJECT NO.

163531

SHEET

1

OF 10

DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
Underground Service Alert of Southern California

NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE
7					
6					
5					
4					
3					
2					
1					



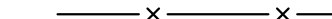
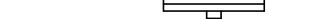


PLAN PREPARED BY:
Michael Baker INTERNATIONAL
5 Hutton Centre Drive
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM
DATE: 01/18/2019
R.C.E. NO. C61840
CARRIE L. DAVIS

DRAWN BY: LN	DATE: 07/2018
DESIGNED BY: SN	DATE: 07/2018
CHECKED BY: CD	DATE: 07/2018
RECOMMENDED BY:	DATE:

APPROVED BY:
CITY ENGINEER
James M. Houlihan
JAMES M. HOULIHAN
R.C.E. NO. C51568
DATE: 1/22/19

CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
TITLE SHEET AND VICINITY MAP
CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

LEGEND

<u>SYMBOL</u>	<u>DESCRIPTION</u>	<u>SYMBOL</u>	<u>DESCRIPTION</u>
(200.0)	EXISTING ELEVATION		PROPERTY LINE
200.00	DESIGN ELEVATION		SAWCUT LINE
①	MANHOLE		CHAIN LINK FENCE
○	AREA DRAIN		SIGN
□	VAULT OR PULLBOX		WALK GATE
□	METER		DRIVE GATE
⋈	FIRE HYDRANT		
⊕	SURVEY MONUMENT		
———SD———	STORM DRAIN		
———T———	TELEPHONE		
———E———	ELECTRICAL		
———W———	DOMESTIC WATER		
——— ——— ——— ——— ———	LIMITS OF GRADING/DAYLIGHT		
——— ——— ——— ——— ———	RIGHT OF WAY LINE		

ABBREVIATIONS

△	CURVE DELTA	ELEV	ELEVATION	R	PROPERTY/LOT LINE
AB	AGGREGATE BASE	EP	EDGE OF PAVEMENT	POB	POINT OF BEGIN
AC	ASPHALT CONCRETE	EVC	END VERTICAL CURVE	POC	POINT ON CURVE
AP	ANGLE POINT	EXIST	EXISTING	POE	POINT OF END
BC	BEGIN CURVE	FG	FINISH GRADE	POT	POINT ON TANGENT
BB	BEGIN BRIDGE	FH	FIRE HYDRANT	PRC	POINT OF REVERSE CURVE
BCR	BEGIN CURB RETURN	FL	FLOW LINE	PVI	POINT OF VERTICAL INTERSECTION
BVC	BEGIN VERTICAL CURVE	FS	FINISH SURFACE	R/W	RIGHT OF WAY
BTM	BOTTOM	G	GAS	R	RADIUS
BW	BACK OF WALK	GB	GRADE BREAK	RET	RETAINING
℄	CENTERLINE	H	HEIGHT	RT	RIGHT
C&G	CURB AND GUTTER	L	LENGTH	S	STATION LINE
CF	CURB FACE	LT	LEFT	\$	SEWER
CLF	CHAIN LINK FENCE	MH	MANHOLE	SD	STORM DRAIN
CLR	CLEAR	NO.	NUMBER	SPSPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
CMB	CRUSHED MISCELLANEOUS BASE	N.T.S.	NOT TO SCALE	STA	STATION
DW	DOMESTIC WATER	O.C.	ON CENTER	SW	SIDEWALK
E	ELECTRIC	OCFCD	ORANGE COUNTY FLOOD CONTROL DISTRICT	T	TELEPHONE
EASE	EASEMENT	OCPW	ORANGE COUNTY PUBLIC WORKS	TAN	TANGENT LENGTH
EB	END BRIDGE	OG	ORIGINAL GROUND	TYP	TYPICAL
EC	END CURVE	PCC	PORTLAND CEMENT CONCRETE	VAR	VARIES
ECR	END CURB RETURN	PI	POINT OF INTERSECTION	W	WATER

UTILITY COMPANIES

<u>UTILITY OWNER</u>	<u>PHONE NO.</u>
AT&T LOCAL SERVICES	(714) 618-9128
CITY OF IRVINE - INSPECTION	(949) 724-7653
COX COMMUNICATIONS	(626) 241-0948
IRVINE RANCH WATER DISTRICT	(949) 453-5394
ORANGE COUNTY FLOOD CONTROL DISTRICT	(714) 667-8839
SOUTHERN CALIFORNIA EDISON	(949) 458-4424
SOUTHERN CALIFORNIA GAS COMPANY	(714) 634-3262

NOTICE TO CONTRACTOR

PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 4216, NO
EXCAVATION PERMIT IS VALID UNLESS THE FOLLOWING IS PERFORMED:

1. UNDERGROUND SERVICES ALERT HAS BEEN CONTACTED AND HAS PROVIDED INQUIRY I.D. # _____
2. THE UNDERSIGNED AGREES TO CONTACT AND OBTAIN AN INQUIRY I.D.# FROM UNDERGROUND SERVICES ALERT (800) 422-4133 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF EXCAVATION.

SIGNED _____ DATE _____

CONSTRUCTION NOTES

① PROTECT IN PLACE (AS NOTED)	—	—
② CONSTRUCT 3" AC OVER 6" CMB	SF	1,744
③ CONSTRUCT FULL DEPTH AC	SF	38
④ CONSTRUCT 9" CMB	SF	2,292
⑤ CONSTRUCT CURB TYPE D PER CITY OF IRVINE STD. PLAN NO. 200	LF	10
⑥ CONSTRUCT CURB TYPE B-6 PER CITY OF IRVINE STD. PLAN NO. 200	LF	18
⑦ CONSTRUCT CURB TYPE C-6 PER CITY OF IRVINE STD. PLAN NO. 200	LF	10
⑧ CONSTRUCT CURB TYPE 1 PER DETAIL ON SHEET 3. CONSTRUCT CURB MONOLITHIC WITH SIDEWALK.	LF	419
⑨ CONSTRUCT CURB TYPE 2 PER DETAIL ON SHEET 3	LF	473
⑩ NOT USED	—	—
⑪ CONSTRUCT CURB TRANSITION PER DETAIL ON SHEET 3	—	—
⑫ CONSTRUCT 4" SIDEWALK PER CITY OF IRVINE STD. PLAN NO. 201	SF	1,817
⑬ CONSTRUCT MODIFIED CURB RAMP PER CITY OF IRVINE STD. PLAN NO. 202 (TYPE I-A) AND DETAIL B ON SHEET 3	SF	75
⑭ CONSTRUCT MODIFIED CURB RAMP PER CITY OF IRVINE STD. PLAN NO. 202 (TYPE I-B) AND DETAIL A AND B ON SHEET 3	SF	158
⑮ CONSTRUCT CHAIN LINK FENCE (H=7') PER SPPWC STD. PLAN NO. 600-3 AND OCPW STD. PLAN NO. 600-3-OC	LF	332
⑯ CONSTRUCT DRIVE GATE PER SPPWC STD. PLAN NO. 600-3 AND OCPW STD. PLAN NO. 600-3-OC (W PER PLAN)	EA	4
⑰ PAINT 4" WHITE EDGE LINE	LF	305
⑱ INSTALL NEW SIGN AND POST (AS NOTED)	EA	3
⑲ REMOVE EXIST AC	SF	38
⑳ REMOVE EXIST CURB	LF	38
㉑ REMOVE EXIST SIDEWALK	SF	75
㉒ REMOVE EXIST FENCE	LF	12
㉓ REMOVE EXIST TREE	EA	1
㉔ ADJUST STORM DRAIN MANHOLE COVER AND FRAME TO GRADE	EA	1
㉕ INSTALL 4" WIDE TUBULAR STEEL PEDESTRIAN GATE (W=6') TO MATCH EXISTING TUBULAR STEEL FENCE	EA	1
㉖ INSTALL NEW PILASTER WITH CONCRETE CAP AND STONE VENEER TO MATCH EXISTING PILASTER AND NEW 4' WIDE TUBULAR STEEL PEDESTRIAN GATE (W=6') TO MATCH EXISTING TUBULAR STEEL FENCE	EA	1
㉗ REMOVE EXIST SHRUB	EA	3
㉘ REMOVE EXIST SIGN AND POST	EA	1
㉙ CONSTRUCT CABLE RAILING PER CALTRANS STD. PLAN NO. B11-47	LF	135
㉚ REMOVE EXIST BLOCK WALL	LF	8
㉛ REMOVE PAVEMENT MARKING (AS NOTED)	LS	1
㉜ INSTALL PAVEMENT MARKING (AS NOTED)	LS	1
㉝ PROTECT IN PLACE EXISTING LANDSCAPING. ANY DAMAGE TO THE EXISTING LANDSCAPING SHALL BE REPLACED-IN-KIND TO THE SATISFACTION OF THE CITY ENGINEER.	—	—
㉞ INSTALL NEW SOD IN AREAS DISTURBED BY SIDEWALK CONSTRUCTION	SF	667

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL MAINTAIN ACCESSIBILITY FOR REGULAR CHANNEL OPERATION AND MAINTENANCE VEHICLES AND EMERGENCY VEHICLES WITHIN OCPW/OCFCD R/W AT ALL TIMES.

WATER QUALITY NOTES (OCPW/OCFCD R/W)

SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE.

STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO ELIMINATE OR REDUCE SEDIMENT TRANSPORT FROM THE SITE TO THE STREETS, DRAINAGE FACILITIES, OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.

APPROPRIATE BMPs FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS, OR RESIDUES SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND OR RUNOFF.

RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES UNLESS TREATED TO REDUCE OR REMOVE SEDIMENT AND OTHER POLLUTANTS.

ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.


AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED OF IN TRASH OR RECYCLE BINS.

CONSTRUCTION SITES SHALL BE MAINTAINED SUCH A CONDITION THAT A STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OTHER THAN STORMWATER (NON-STORMWATER DISCHARGES) ARE PROHIBITED, EXCEPT AS AUTHORIZED BY AN INDIVIDUAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT OR THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES, AND ASBESTOS FIBERS; PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; CONCRETE AND RELATED CUTTING OR CURING RESIDUES; FLOATABLE WASTES; WASTES FROM ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; WASTES FROM STREET CLEANING; AND SUPER-CHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR 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.

DISCHARGING CONTAMINATED GROUNDWATER IS PROHIBITED. DISCHARGING OF NON-CONTAMINATED GROUNDWATER BY DEWATERING SHALL COMPLY WITH REQUIREMENTS OF APPLICABLE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITS AS FOLLOWS: FOR OTHER PROJECTS WITHIN THE SANTA ANA REGION, PERMIT NO. CA6998001, ORDER R8-2015-0004 ISSUED BY THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD. THIS PERMIT MAY BE UPDATED AT ANY TIME DURING THE TERM OF PROJECT. ANY INDICATION OR EVIDENCE OF WATER QUALITY THAT DOES NOT MEET REQUIRED STANDARDS WILL BE REPORTED TO OC PUBLIC WORKS/WATER QUALITY COMPLIANCE AT (877) 89-SPILL.

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4					
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1					
NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE

PLAN PREPARED BY:

Michael Baker INTERNATIONAL 	5 Hutton Centre Drive Santa Ana, CA 92707 Phone: (949) 472-3505 MBAKERINTL.COM
CARRIE L. DAVIS	DATE: 01/18/2019 R.C.E. NO. C61840

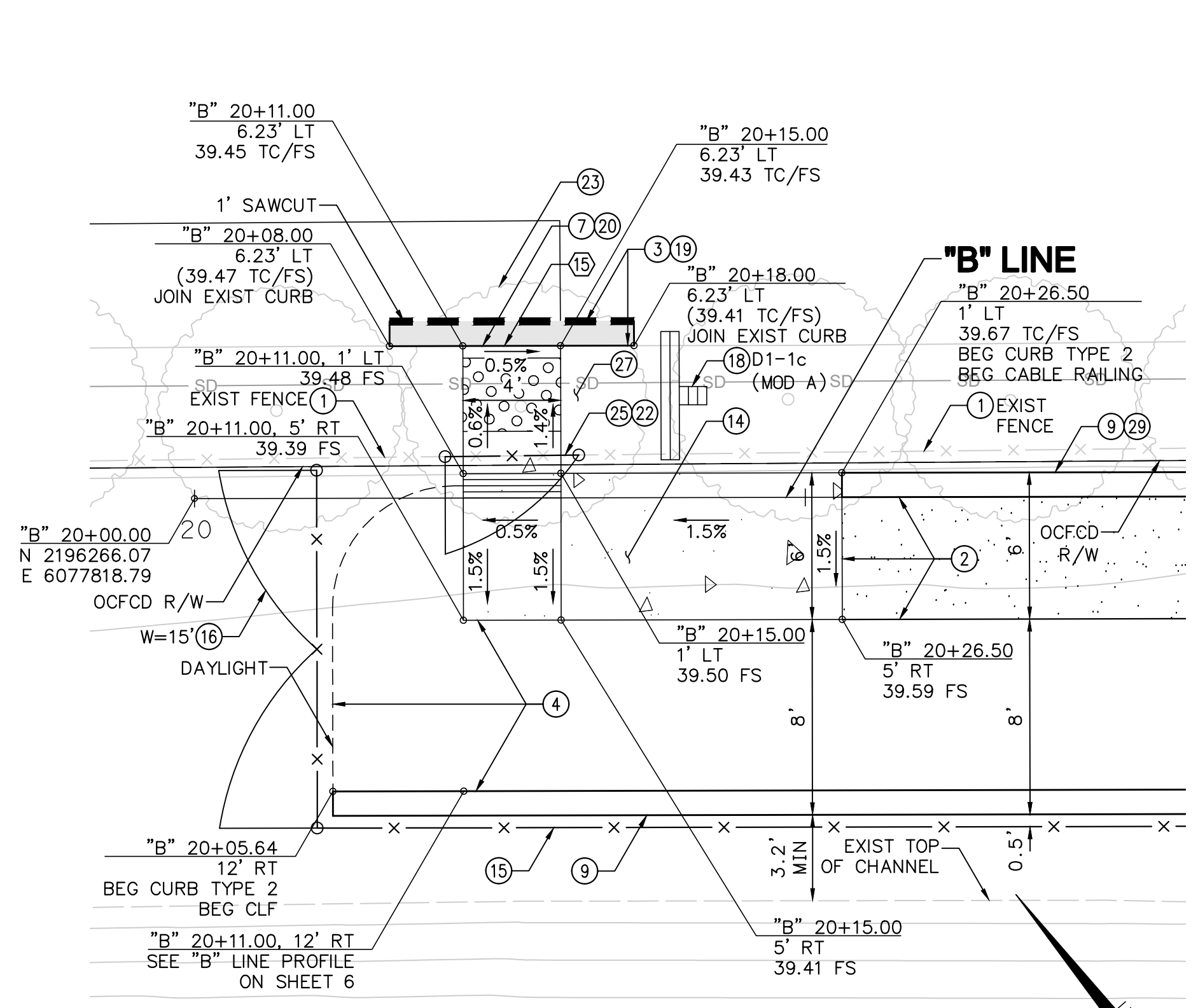
		DATE
DRAWN BY:	LN	07/2018
		DATE
DESIGNED BY:	SN	07/2018
		DATE
CHECKED BY:	CD	07/2018
		DATE
RECOMMENDED BY:		DATE

**CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
LEGEND ABBREVIATIONS CONSTRUCTION NOTES
AND ESTIMATE OF QUANTITIES**

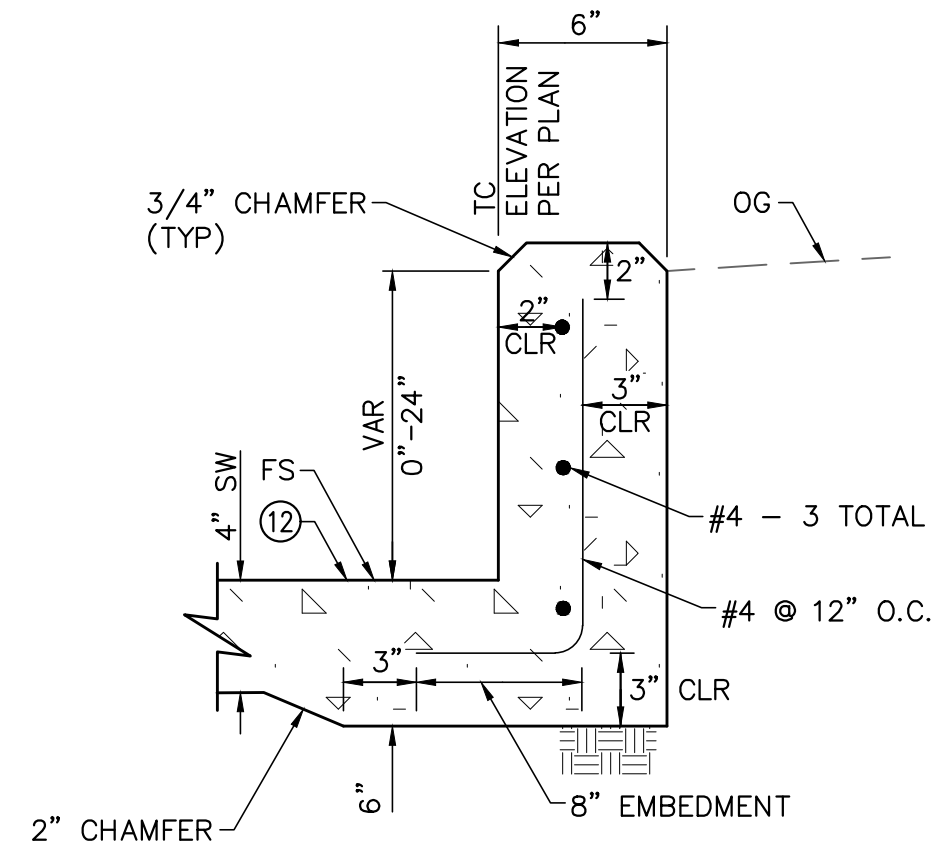
CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

00735131-MCE
00736186-BIE
PLAN CHECK NO.
00735128-EMC
CIP NO.
321201
PROJECT NO.
163531
SHEET
2
OF 10

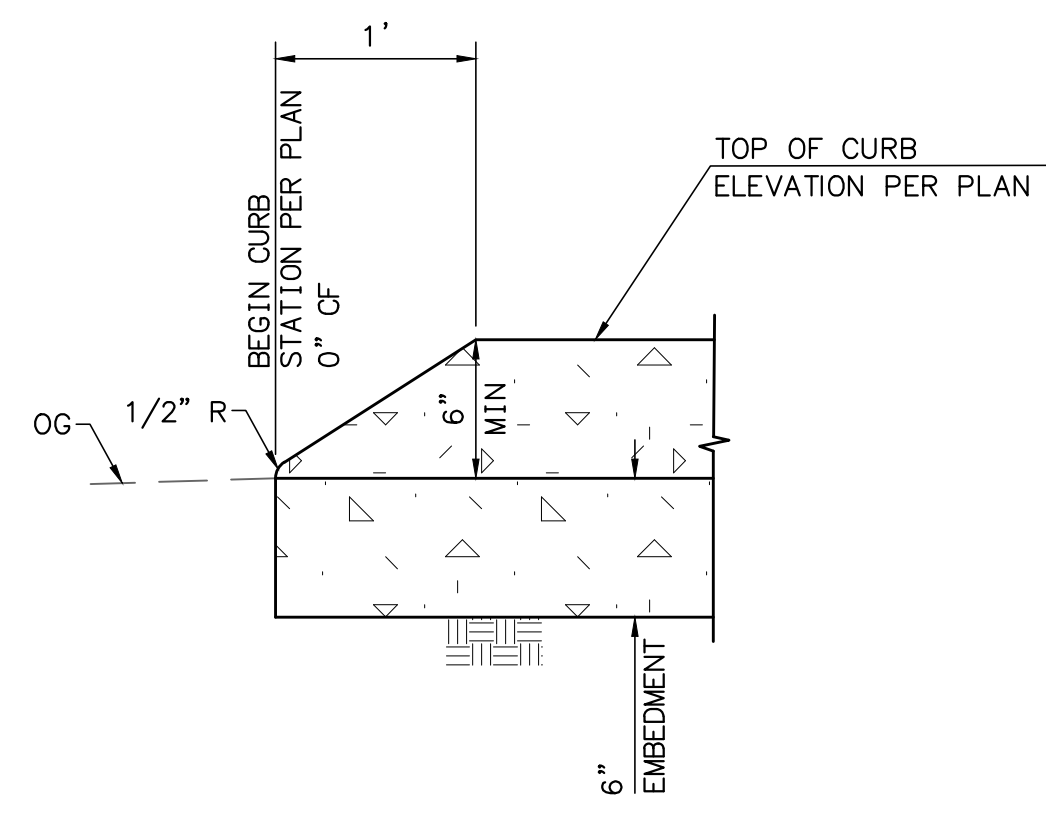
- ① PROTECT IN PLACE (AS NOTED)
- ② CONSTRUCT 3" AC OVER 6" CMB
- ③ CONSTRUCT FULL DEPTH AC
- ④ CONSTRUCT 9" CMB
- ⑤ CONSTRUCT CURB TYPE D PER CITY OF IRVINE STD. PLAN NO. 200
- ⑥ CONSTRUCT CURB TYPE B-6 PER CITY OF IRVINE STD. PLAN NO. 200
- ⑦ CONSTRUCT CURB TYPE C-6 PER CITY OF IRVINE STD. PLAN NO. 200
- ⑧ CONSTRUCT CURB TYPE 2 PER DETAIL ON SHEET 3
- ⑪ CONSTRUCT CURB TRANSITION PER DETAIL ON SHEET 3
- ⑫ CONSTRUCT 4" SIDEWALK PER CITY OF IRVINE STD. PLAN NO. 201
- ⑬ CONSTRUCT MODIFIED CURB RAMP PER CITY OF IRVINE STD. PLAN NO. 202 (TYPE I-A) AND DETAIL B ON SHEET 3
- ⑭ CONSTRUCT MODIFIED CURB RAMP PER CITY OF IRVINE STD. PLAN NO. 202 (TYPE I-B) AND DETAIL A AND B ON SHEET 3
- ⑮ CONSTRUCT CHAIN LINK FENCE (H=7') PER SPPWC STD. PLAN NO. 600-3 AND OCPW STD. PLAN NO. 600-3-OC
- ⑯ CONSTRUCT DRIVE GATE PER SPPWC STD. PLAN NO. 600-3 AND OCPW STD. PLAN NO. 600-3-OC (W PER PLAN)
- ⑰ INSTALL NEW SIGN AND POST (AS NOTED)
- ⑱ REMOVE EXIST AC
- ⑲ REMOVE EXIST CURB
- ⑳ REMOVE EXIST SIDEWALK
- ㉑ REMOVE EXIST FENCE
- ㉒ REMOVE EXIST TREE
- ㉓ ADJUST STORM DRAIN MANHOLE COVER AND FRAME TO GRADE
- ㉔ INSTALL 4" WIDE TUBULAR STEEL PEDESTRIAN GATE (W=6') TO MATCH EXISTING TUBULAR STEEL FENCE
- ㉕ INSTALL NEW PILASTER WITH CONCRETE CAP AND STONE VENEER TO MATCH EXISTING PILASTER PER DETAIL ON SHEET 3 AND NEW 4' WIDE TUBULAR STEEL PEDESTRIAN GATE (W=6') TO MATCH EXISTING TUBULAR STEEL FENCE
- ㉖ REMOVE EXIST SHRUB
- ㉗ REMOVE EXIST SIGN AND POST
- ㉘ CONSTRUCT CABLE RAILING PER CALTRANS STD. PLAN NO. B11-47
- ㉙ REMOVE EXIST BLOCK WALL
- ㉚ REMOVE PAVEMENT MARKING (AS NOTED)
- ㉛ INSTALL PAVEMENT MARKING (AS NOTED)



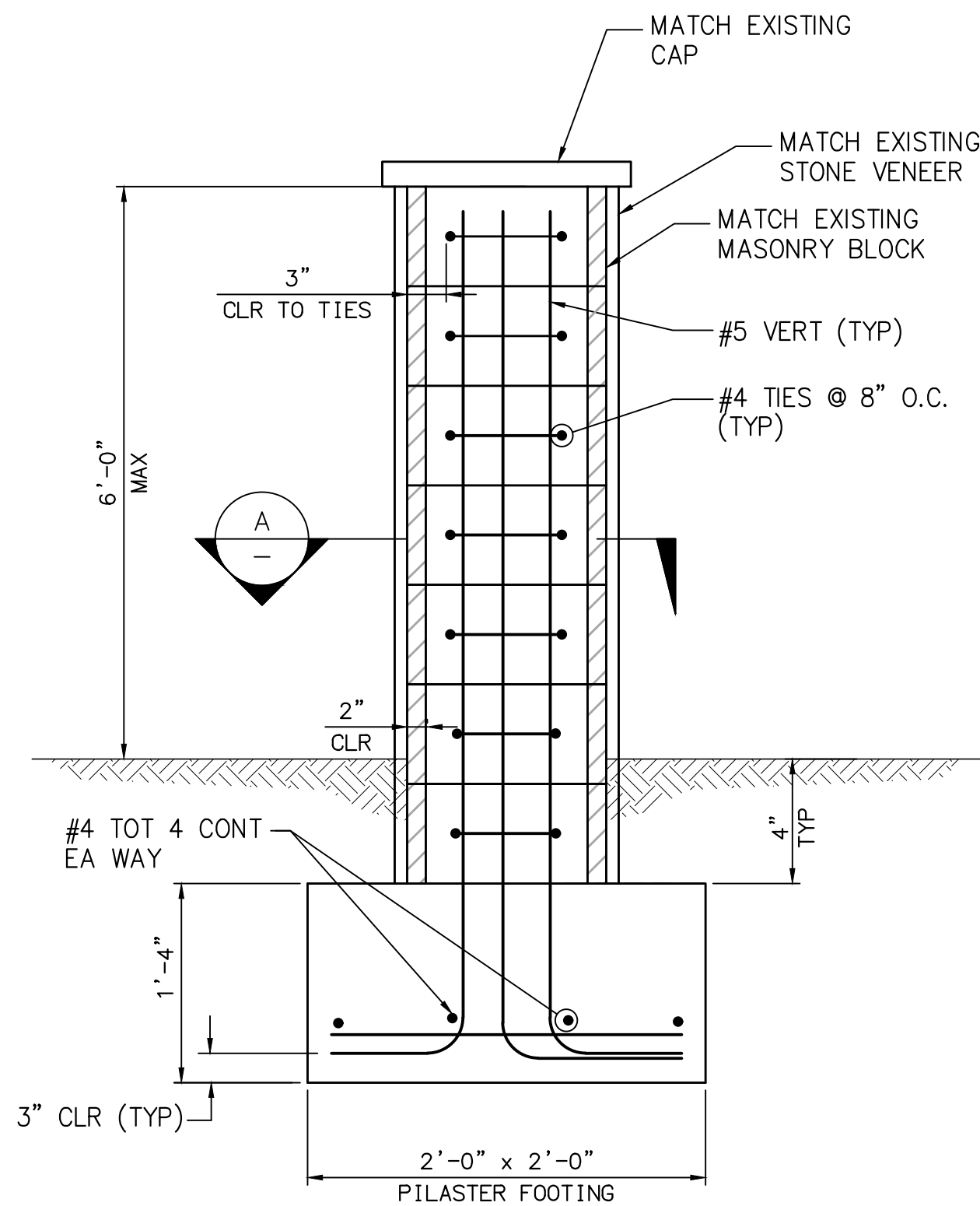
DETAIL A
SCALE: 1" = 5'
SEE SHEET 6



8 CURB TYPE I DETAIL
N.T.S.

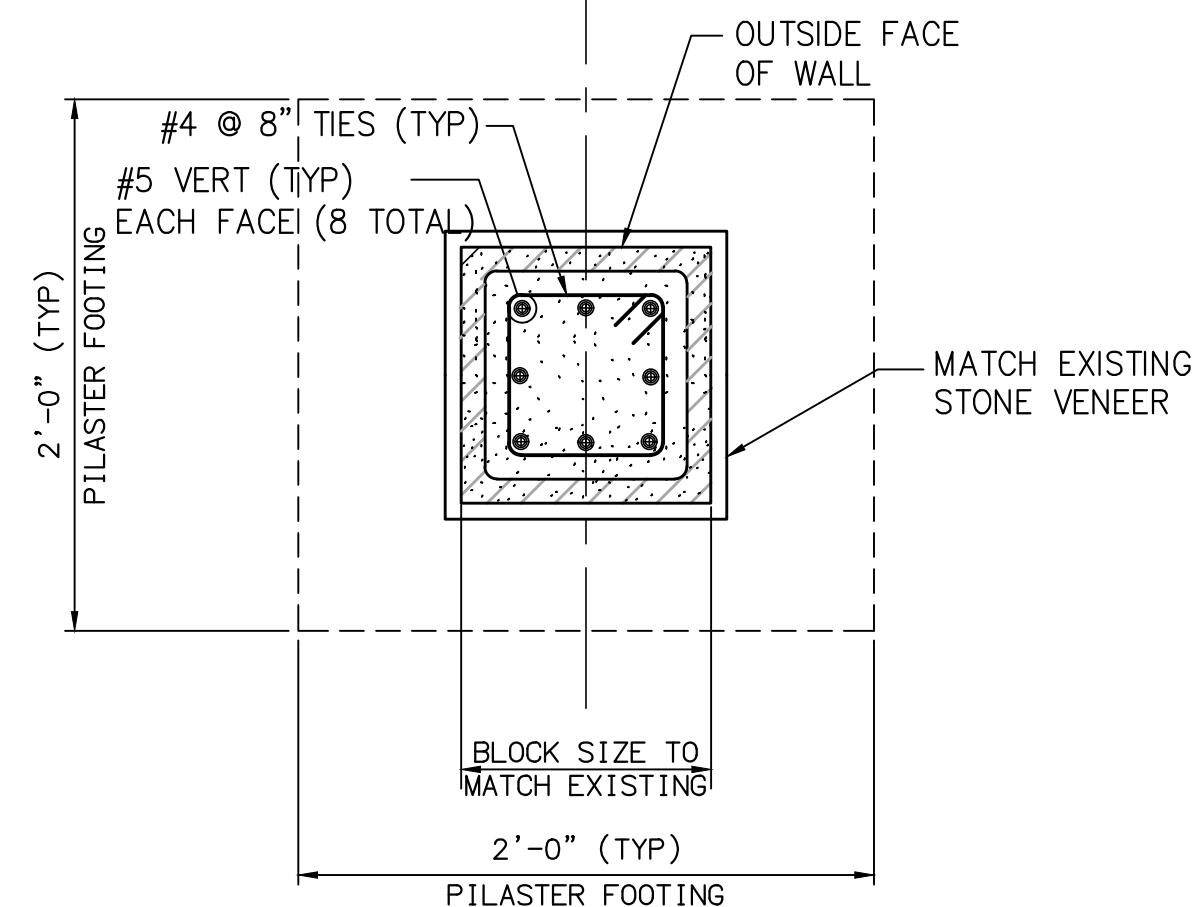


11 CURB TRANSITION DETAIL
N.T.S.



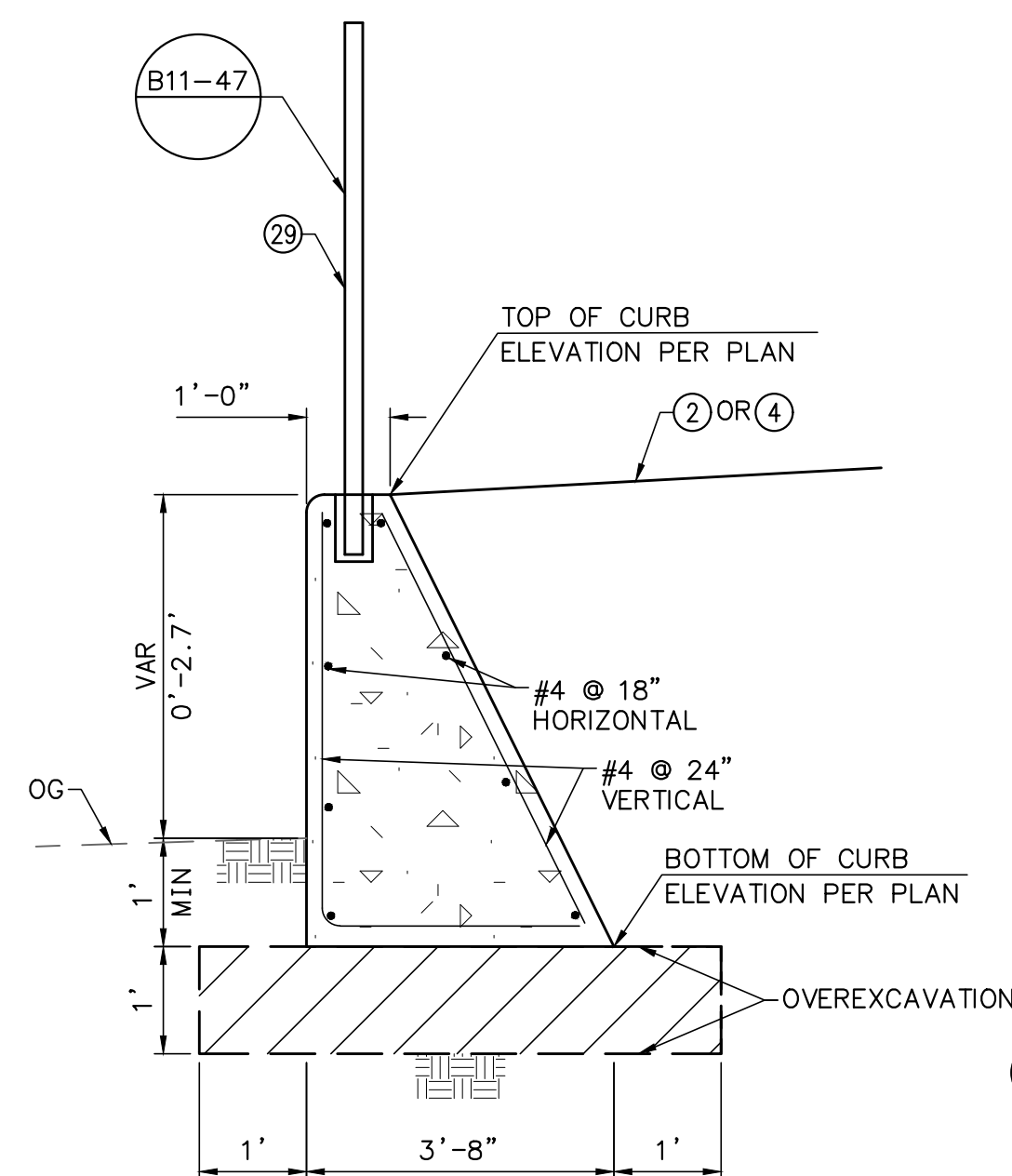
PILASTER DETAIL

N.T.S.

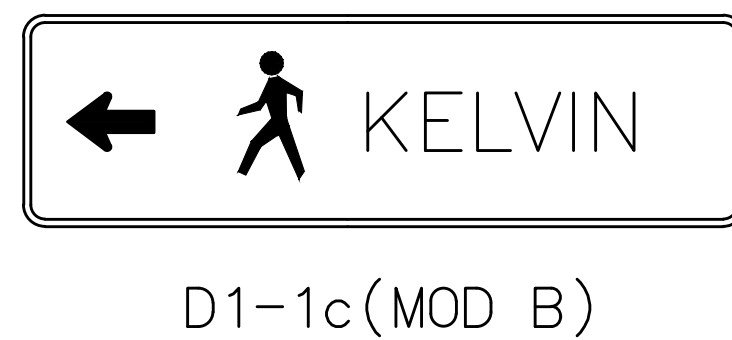
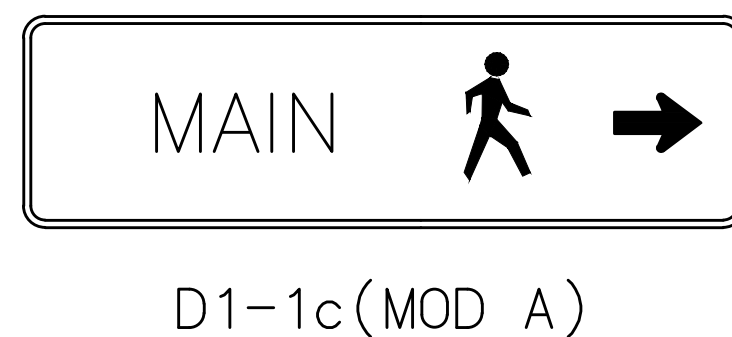


DETAIL B
SCALE: 1" = 5'
SEE SHEET 6

LINE/CURVE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
15	S 49°03'54" E	--	10.00'	--
16	S 49°30'42" E	--	9.50'	--
17	S 50°00'19" E	--	6.21'	--
18	45°40'58"	14.34'	11.43'	6.04'
19	S 49°12'18" E	--	4.75'	--
20	63°35'22"	7.95'	8.83'	4.93'



9 CURB TYPE 2 DETAIL
N.T.S.


$$D1-1c(\text{MOD } B)$$

$$D1-1c(\text{MOD } A)$$

SIGN DETAIL

7					
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4					
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1					
NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE

Michael Baker
5 Hutton Centre Drive
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

INTERNATIONAL
 Carrie Q. Davis

CARRIE L. DAVIS R.C.E. NO. C61840

07/2018

07/2018

07/2018

DATE

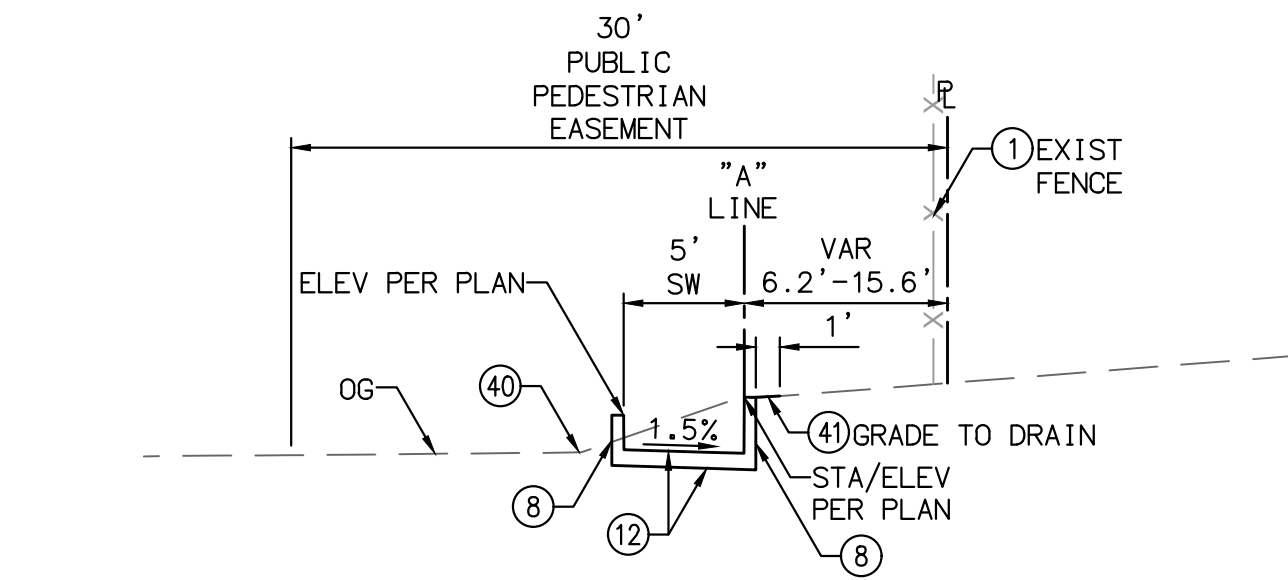
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CONSTRUCTION DETAILS

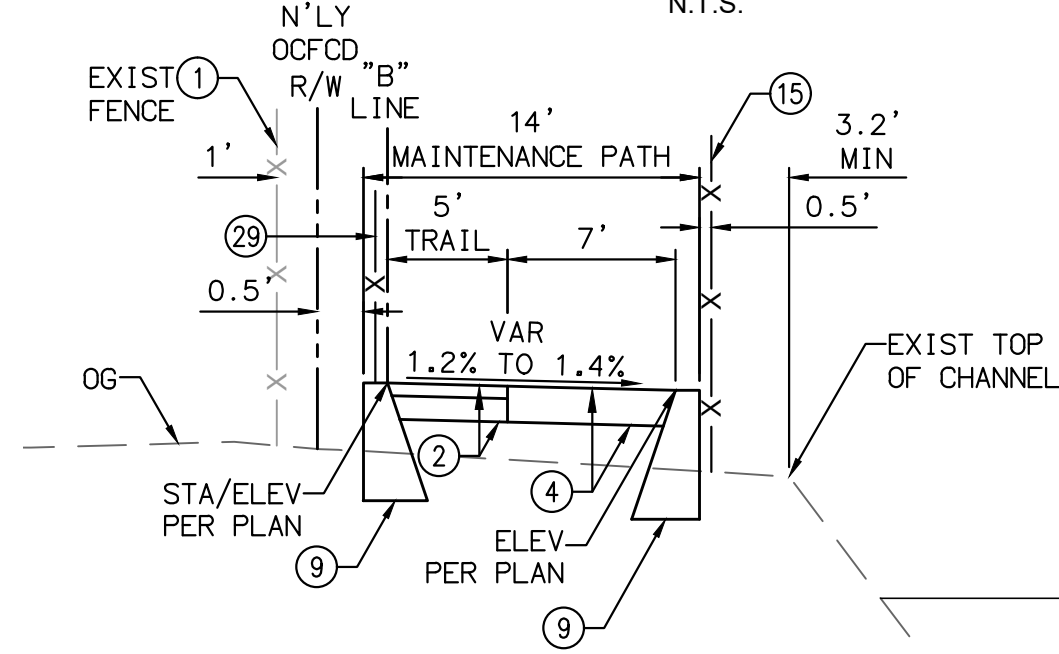
CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

3
OF 10

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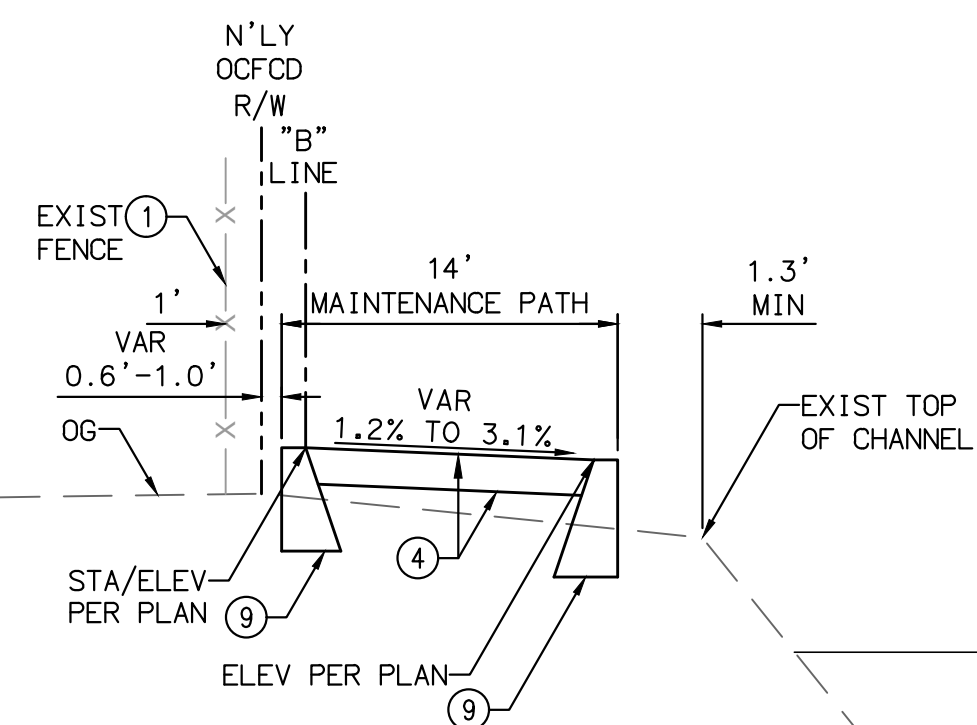


"A" LINE
STA: 10+00.00 TO 10+88.00
N.T.S.



WSE₁₀₀ = 37.412±
(NAD83)

"B" / "D" LINE
STA: 20+26.50 TO 20+73.40
STA: 40+10.00 TO 40+55.18
N.T.S.

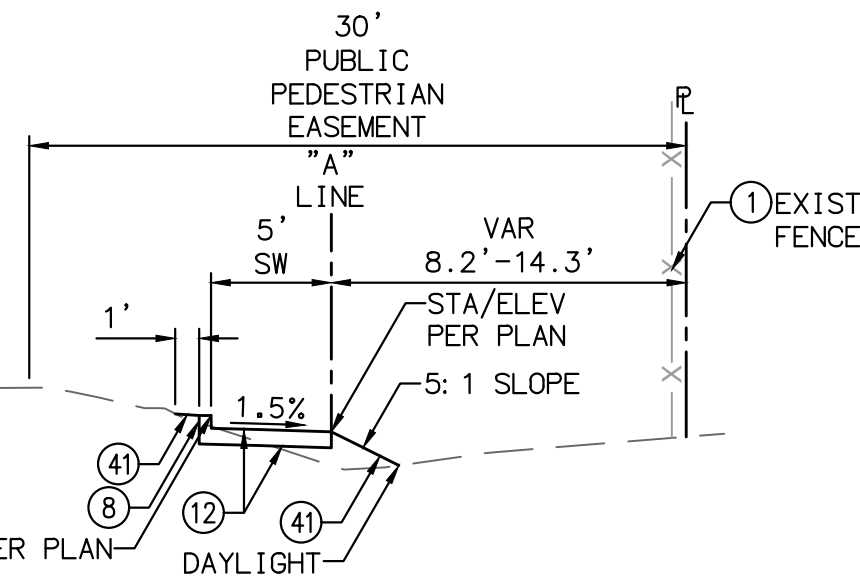


WSE₁₀₀ = 37.412±
(NAD83)

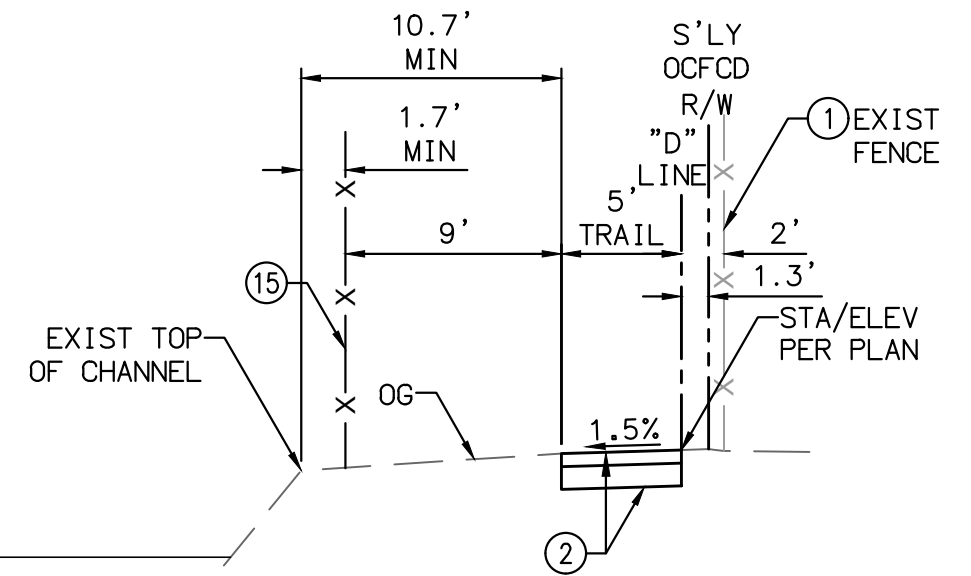
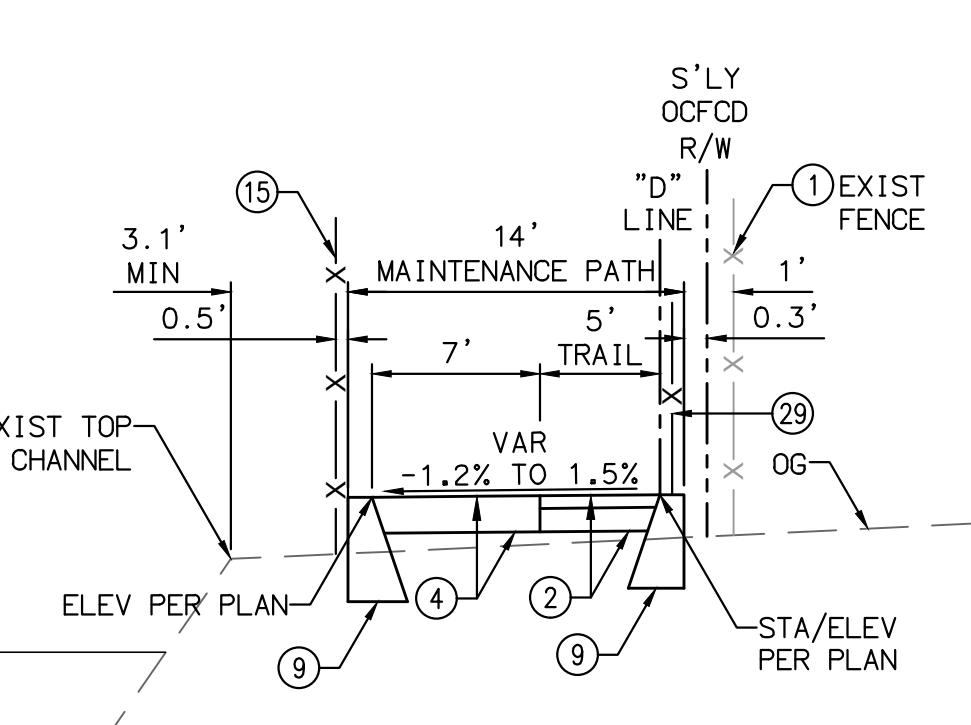
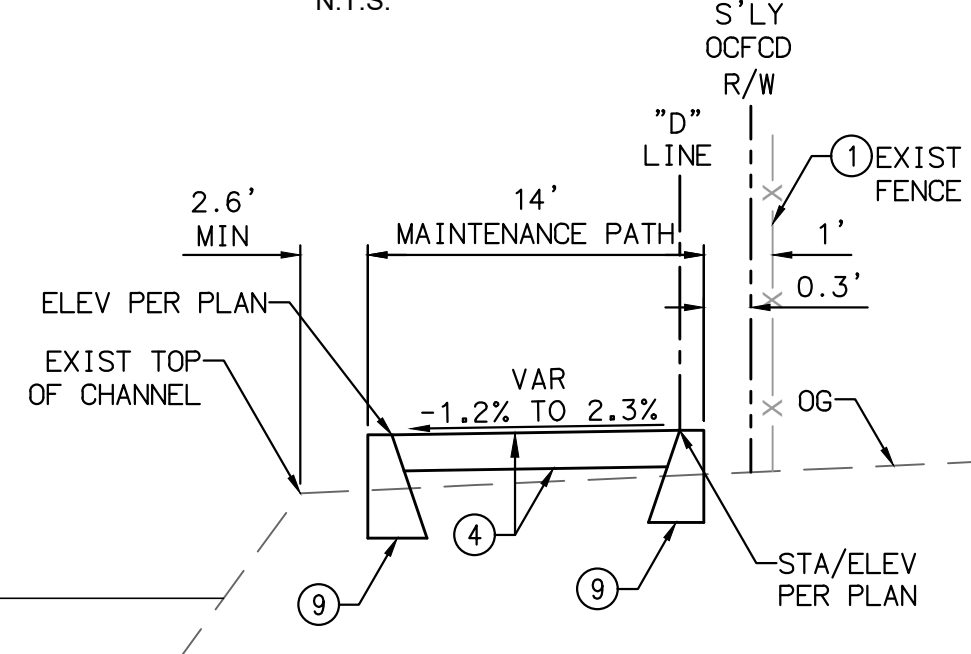
"B" / "D" LINE
STA: 20+84.40 TO 21+49.17
STA: 40+66.18 TO 41+26.86
N.T.S.

WSE₁₀₀ = 37.412±
(NAD83)

"D" LINE
STA: 41+26.86 TO 43+04.86
N.T.S.



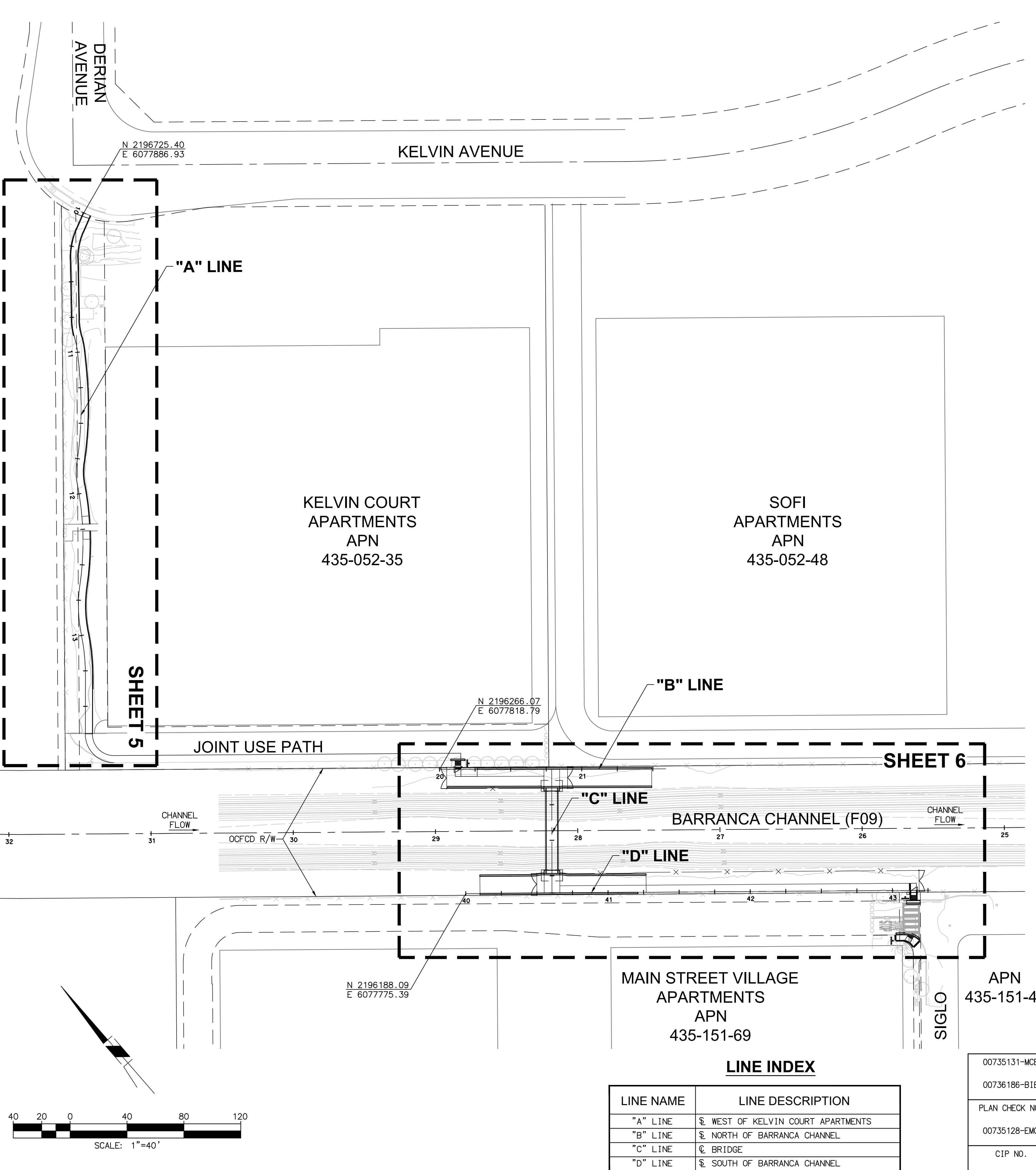
"A" LINE
STA: 10+88.00 TO 13+69.27
N.T.S.



CONSTRUCTION NOTES

- PROTECT IN PLACE (AS NOTED)
- CONSTRUCT 3" AC OVER 6" CMB
- CONSTRUCT 9" CMB
- CONSTRUCT CURB TYPE 1 PER DETAIL ON SHEET 3. CONSTRUCT CURB MONOLITHIC WITH SIDEWALK.
- CONSTRUCT CURB TYPE 2 PER DETAIL ON SHEET 3
- CONSTRUCT 4" SIDEWALK PER CITY OF IRVINE STD. PLAN NO. 201
- CONSTRUCT CHAIN LINK FENCE (H=7') PER SPPWC STD. PLAN NO. 600-3 AND OCPW STD. PLAN NO. 600-3-0C
- CONSTRUCT CABLE RAILING PER CALTRANS STD. PLAN NO. B11-47
- PROTECT IN PLACE EXISTING LANDSCAPING. ANY DAMAGE TO THE EXISTING LANDSCAPING SHALL BE REPLACED-IN-KIND TO THE SATISFACTION OF THE CITY ENGINEER.
- INSTALL NEW SOD IN AREAS DISTURBED BY SIDEWALK CONSTRUCTION

NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE
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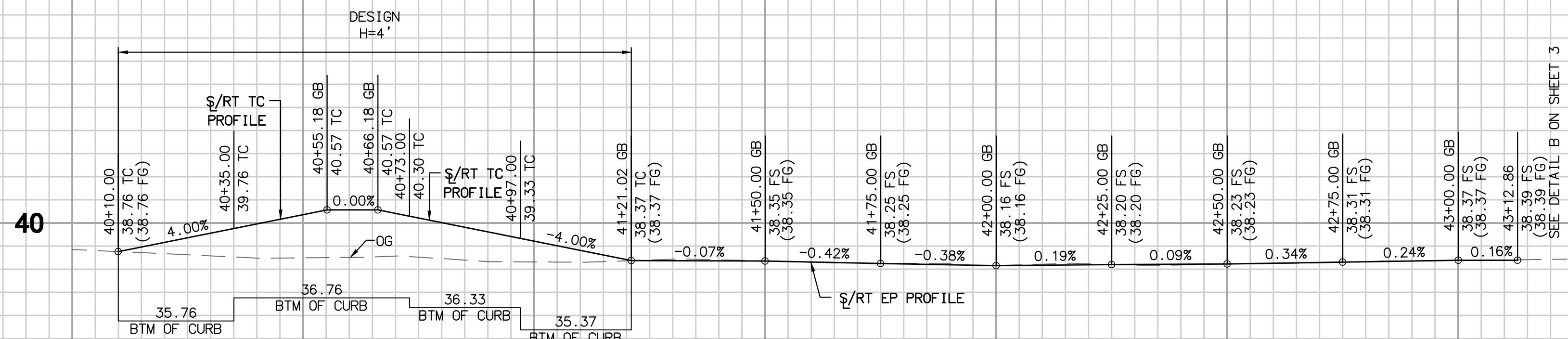
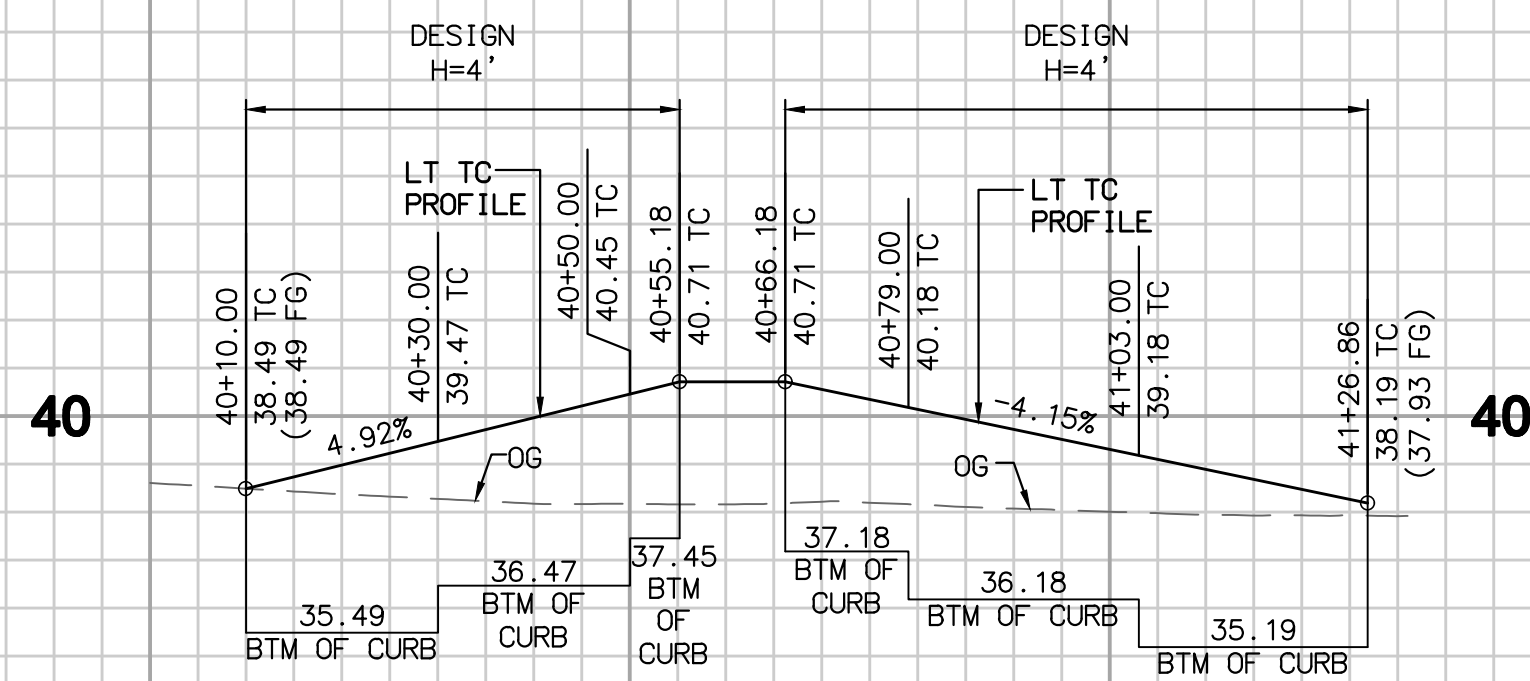


PLAN PREPARED BY:
Michael Baker INTERNATIONAL
5 Hutton Centre Drive
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM
DATE: 01/18/2019
R.C.E. NO. C61840
CARRIE L. DAVIS

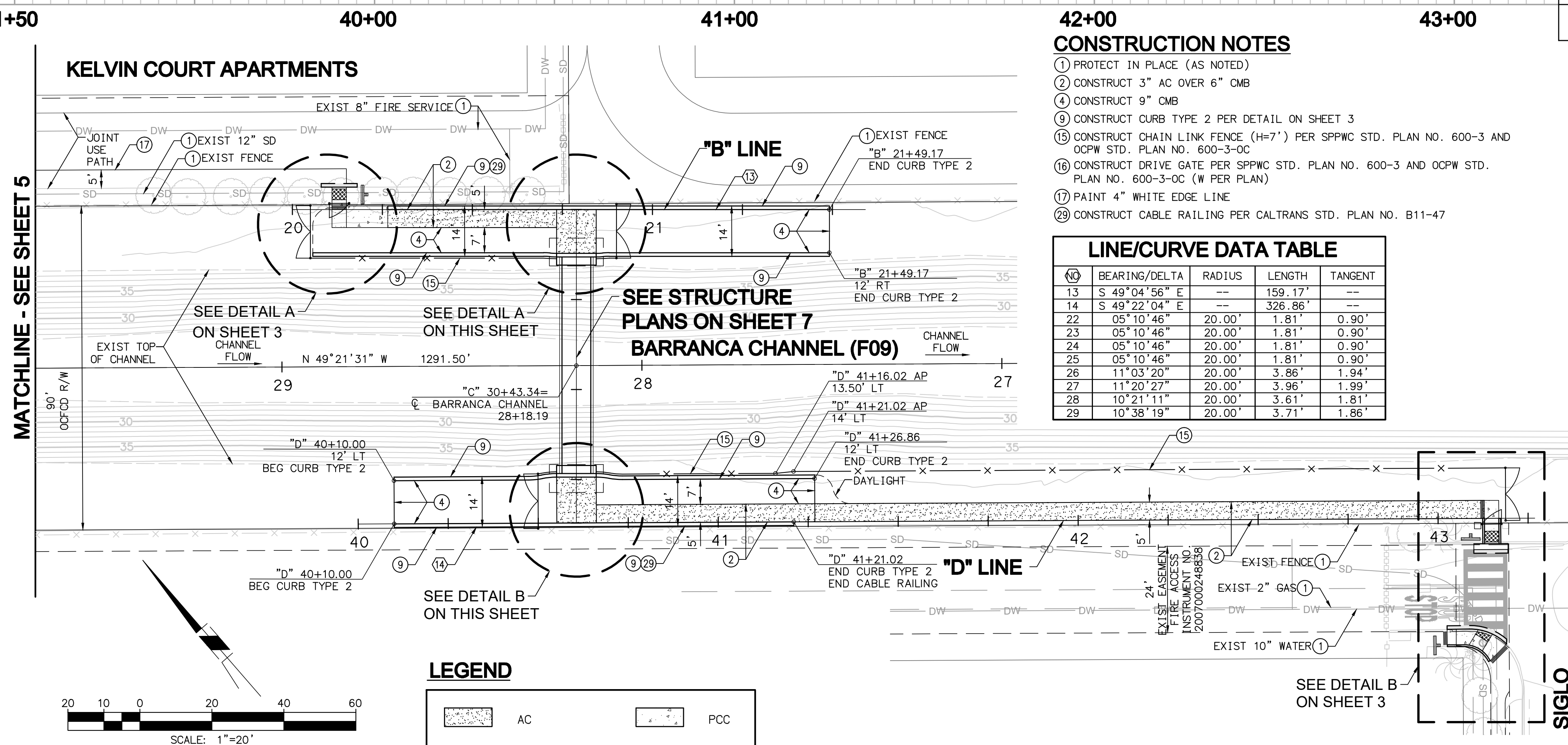
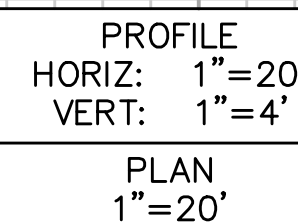
DRAWN BY: LN
DESIGNED BY: SN
CHECKED BY: CD
RECOMMENDED BY:
DATE: 07/2018
DATE: 07/2018
DATE: 07/2018
DATE:

CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
KEY MAP AND TYPICAL SECTIONS
CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

00735131-MCE
00736186-BIE
PLAN CHECK NO.
00735128-EMC
CIP NO.
321201
PROJECT NO.
163531
SHEET
4
OF 10



"D" LINE PROFILE



LINE/CURVE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
13	S 49° 04' 56" E	---	159.17'	---
14	S 49° 22' 04" E	---	326.86'	---
22	05° 10' 46"	20.00'	1.81'	0.90'
23	05° 10' 46"	20.00'	1.81'	0.90'
24	05° 10' 46"	20.00'	1.81'	0.90'
25	05° 10' 46"	20.00'	1.81'	0.90'
26	11° 03' 20"	20.00'	3.86'	1.94'
27	11° 20' 27"	20.00'	3.96'	1.99'
28	10° 21' 11"	20.00'	3.61'	1.81'
29	10° 38' 19"	20.00'	3.71'	1.86'

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NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE

PLAN PREPARED BY:

Michael Baker

INTERNATIONAL

Carrie L. Davis

CARRIE L. DAVIS

5 Hutton Centre Drive
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

DATE: 01/18/2019
R.C.E. NO. C61840

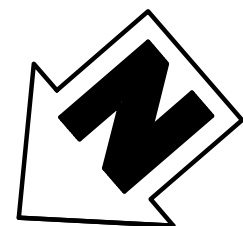
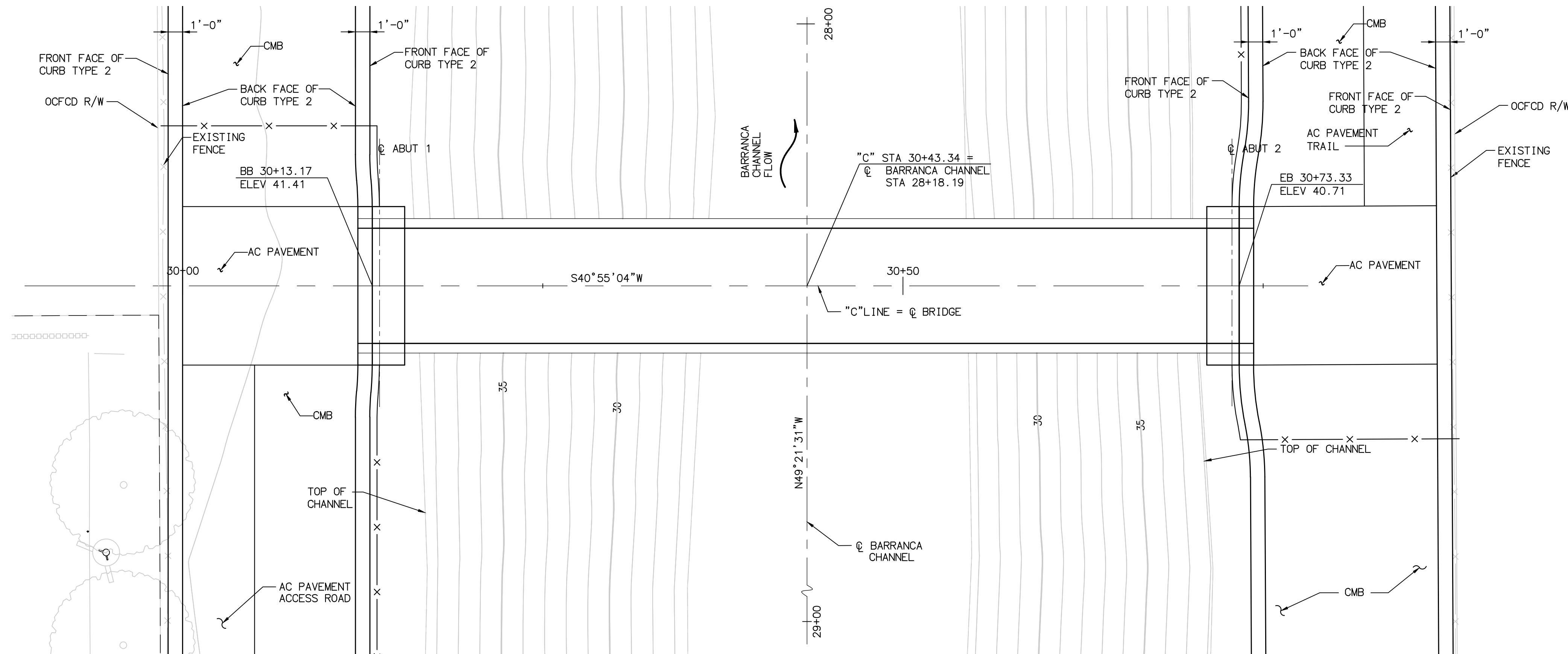
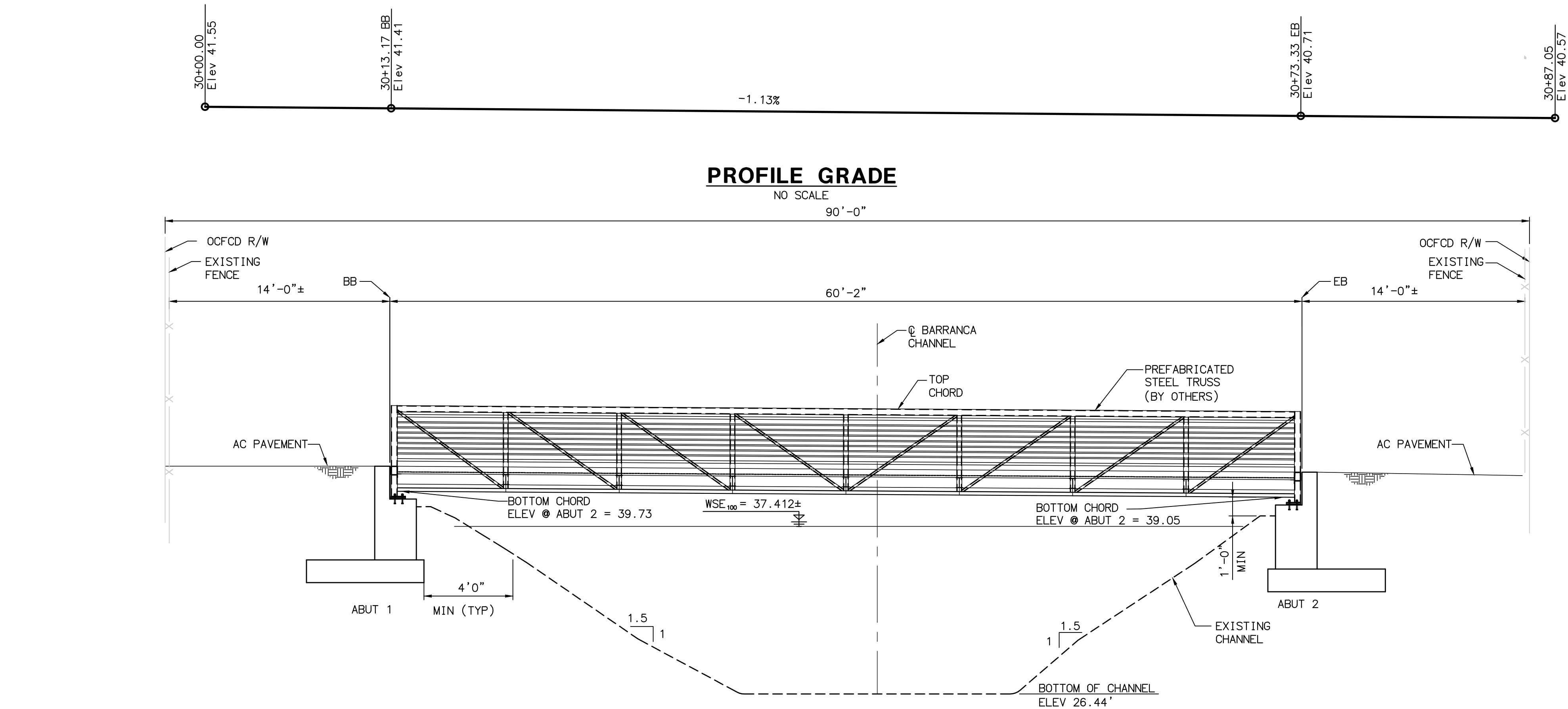
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DESIGNED BY: SN	DATE 07/2018
CHECKED BY: CD	DATE 07/2018
RECOMMENDED BY:	DATE

**CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
PLAN AND PROFILE
FROM STA 20+00.00 TO STA 43+19.38**

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

00735131-MCE
00736186-BJE
PLAN CHECK NO 00735128-EMC
CIP NO. 321201
PROJECT NO. 163531
SHEET 6 OF 10

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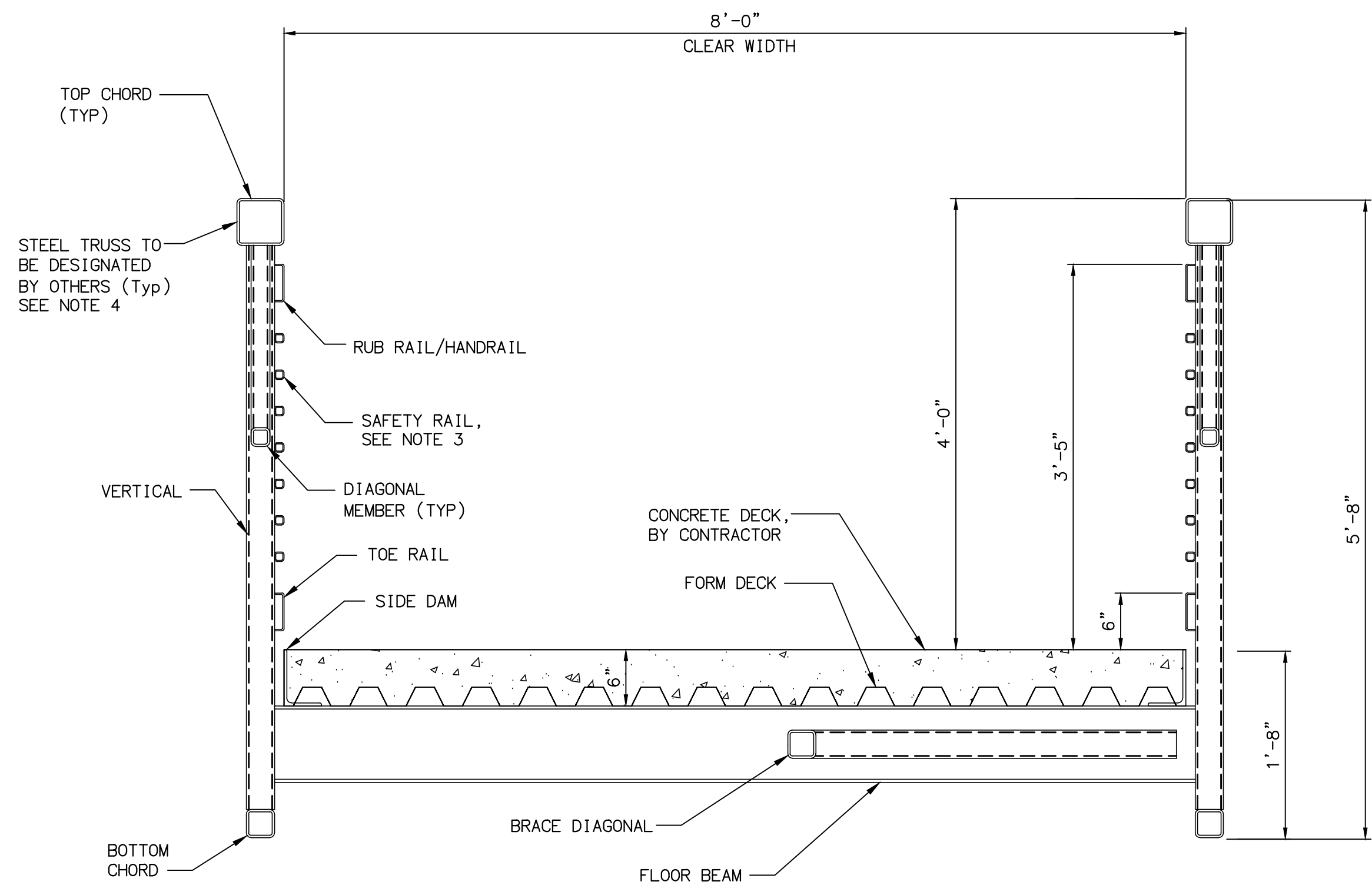
NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE
7					
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PLAN PREPARED BY:
Michael Baker INTERNATIONAL
5 Hutton Centre Drive
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM
DATE: 01/18/2019
R.C.E. NO. C67916
SUSAN MICHALSKI

DRAWN BY:	NM	DATE	01/2018
DESIGNED BY:	SM	DATE	01/2018
CHECKED BY:	BB	DATE	01/2018
RECOMMENDED BY:		DATE	

CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
BRIDGE GENERAL PLAN
CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

00735131-MCE
00736186-BIE
PLAN CHECK NO.
00735128-EMC
CIP NO.
321201
PROJECT NO.
163531
SHEET
7
OF 10



NOTES:

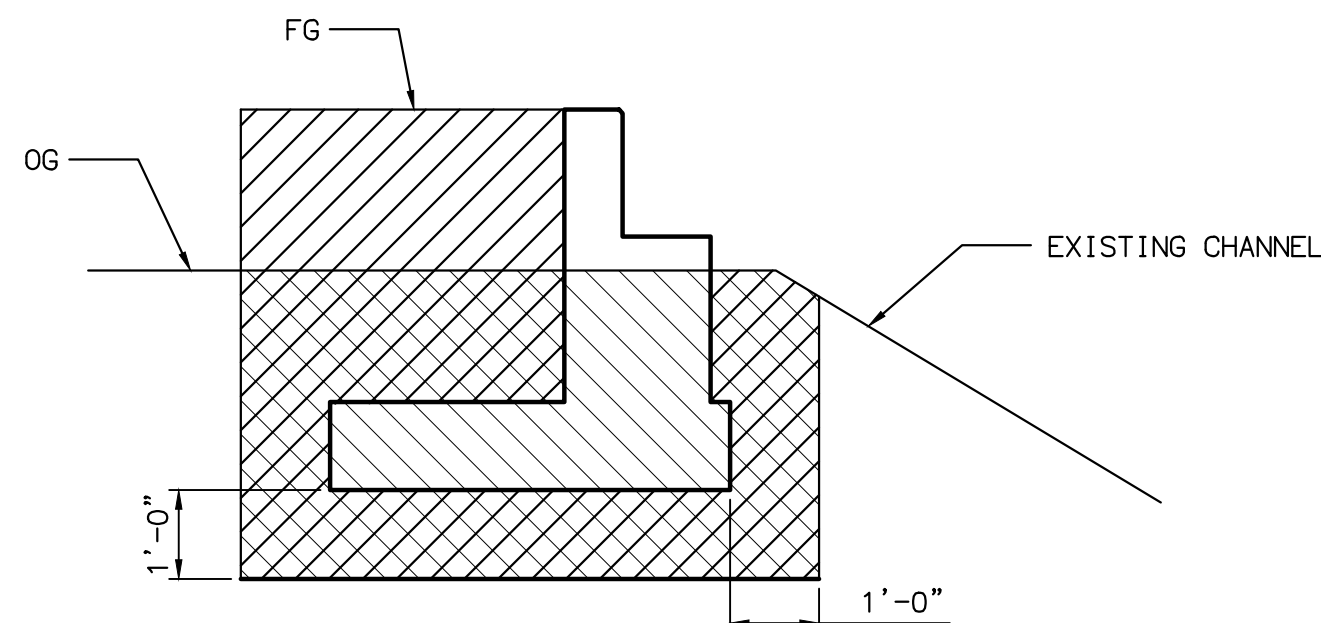
- ELEVATIONS AT BEGIN BRIDGE (BB) AND END BRIDGE (EB) ARE AT TOP OF CONCRETE BACKWALL AND MAY BE ADJUSTED TO MATCH TOP OF FABRICATED STEEL TRUSS DECK AS APPROVED BY THE ENGINEER.
- THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.
- SAFETY RAILING TO BE SPACED SO THAT A 6" SPHERE CANNOT PASS THROUGH.
- BRIDGE MAY BE REMOVED TO COMPLY WITH ULTIMATE CHANNEL IMPROVEMENTS.

LEGEND:

- WSE₁₀₀ INDICATES WATER SURFACE ELEVATION DURING A 100 YEAR STORM EVENT
- INDICATES LIMITS OF EXCAVATION
- INDICATES LIMITS OF BACKFILL

QUANTITIES:

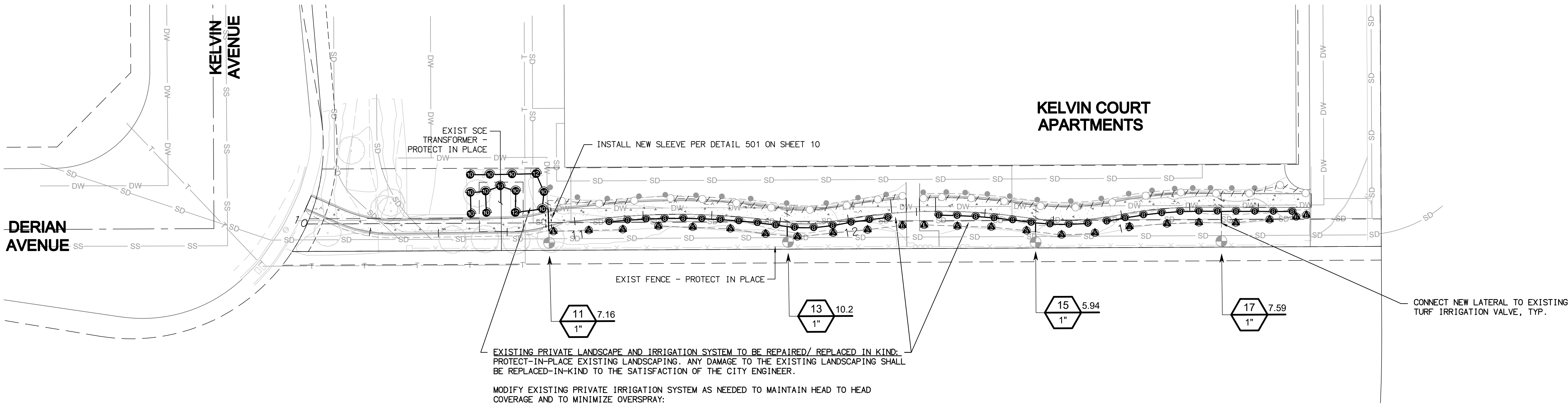
STRUCTURAL CONCRETE, BRIDGE	23 CY
LIGHTWEIGHT CONCRETE DECK	9 CY
BAR REINFORCING STEEL (BRIDGE)	3800 LB
FURNISH PREFABRICATED STEEL BRIDGE	LUMP SUM
ERECT PREFABRICATED STEEL BRIDGE	LUMP SUM



STRUCTURE EXCAVATION AND BACKFILL LIMITS

NO SCALE

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EXISTING PRIVATE LANDSCAPE AND IRRIGATION SYSTEM TO BE REPAIRED/ REPLACED IN KIND. PROTECT-IN-PLACE EXISTING LANDSCAPING. ANY DAMAGE TO THE EXISTING LANDSCAPING SHALL BE REPLACED-IN-KIND TO THE SATISFACTION OF THE CITY ENGINEER.

MODIFY EXISTING PRIVATE IRRIGATION SYSTEM AS NEEDED TO MAINTAIN HEAD TO HEAD COVERAGE AND TO MINIMIZE OVERSPRAY:

1. CONTRACTOR SHALL MEET WITH THE KELVIN COURT APARTMENTS MAINTENANCE REPRESENTATIVE AT THE PROJECT SITE TO LOCATE EXISTING IRRIGATION WATER METERS, VALVES, MAINLINE, AND ALL OTHER PERTINENT SITE INFORMATION.
2. PRIOR TO DEMOLITION AND INSTALLATION OF NEW IMPROVEMENTS, CONTRACTOR SHALL IDENTIFY ITEMS TO BE REMOVED AND/OR RELOCATED. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING IRRIGATION WATER TO EXISTING LANDSCAPE AREAS ADJOINING THE LIMIT OF WORK AND AREAS AFFECTED BY THE NEW IMPROVEMENTS. THE CONTRACTOR SHALL BARE ALL COSTS ASSOCIATED WITH LACK OF IRRIGATION WATER.
3. CONTRACTOR SHALL BE PRESENT DURING GRADING OPERATIONS TO PERFORM NECESSARY SERVICES AND PROVIDE ALL EQUIPMENT NECESSARY FOR CAPPING THE EXISTING SYSTEM AND MAKING NECESSARY ADJUSTMENTS TO EXISTING SYSTEMS TO ENSURE SYSTEMS REMAIN OPERATIONAL TO THOSE AREAS LOCATED OUTSIDE THE LIMIT OF WORK DEPICTED ON THESE PLANS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL MATERIAL APPEARING ON PLAN.
5. CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO ENSURE FULLY OPERATION IRRIGATION SYSTEMS AS DETERMINED BY CITY ENGINEER.
6. CONTRACTOR SHALL ADJUST EXISTING IRRIGATION HEADS TO DIRECT FLOW AWAY FROM PROPOSED SIDEWALK AREAS.

ALL LANDSCAPE AND IRRIGATION WORK SHALL CONFORM TO CITY OF IRVINE LANDSCAPE MANUAL AND STANDARD PLANS, LOCAL CODES AND ORDINANCES, AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS, SEE SHEET 10 FOR CITY STANDARD DETAILS. ALL WORK SHALL BE SUBJECT TO THE CITY ENGINEER'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR.

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NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE

PLAN PREPARED BY:

Michael Baker
INTERNATIONAL

5 Hutton Centre Drive
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

Jeremy Franzini
JEREMY FRANZINI

DATE: 01/18/2019
R.C.E. NO. C61840

DRAWN BY: LN

DATE: 01/2018

DESIGNED BY: AC

DATE: 01/2018

CHECKED BY: JF

DATE: 01/2018

RECOMMENDED BY:

DATE:

**CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL**
IRRIGATION PLAN
FROM STA 10+00.00 TO STA 13+69.27

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

00735131-MCE

00736186-B1E

PLAN CHECK NO.

00735128-EMC

CIP NO.

321201

PROJECT NO.

163531

SHEET

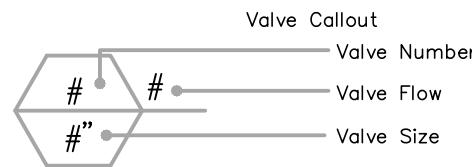
9
OF **10**

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	ARC	PSI	GPM	RADIUS	CITY STD DETAIL
	TORO 570Z-6P-PRX-COM LPS-4 8 SERIES	180	30	0.33	8'	522 (SHEET 10)
	TORO 570Z-6P-PRX-COM LPS-4 10 SERIES	180	30	0.51	10'	522 (SHEET 10)
	TORO 570Z-6P-PRX-COM LPS-4 10 SERIES	90	30	0.23	10'	522 (SHEET 10)
	TORO 570Z-6P-PRX-COM LPS-4 12 SERIES	90	30	0.58	12'	522 (SHEET 10)
	TORO LPS-4 4X-PCV STRIP SPRAY *	LCS	30	0.33	4'x15'	-
	TORO LPS-4 4X-PCV STRIP SPRAY *	RCS	30	0.33	4'x15'	-
	TORO LPS-4 4X-PCV STRIP SPRAY *	SST	30	0.66	4'x30'	-

* PROTECT IN PLACE EXISTING TURF POP-UP BODY AND LATERALS (NORTH OF NEW SIDEWALK). FIELD VERIFY - REPLACE EXISTING 15 SERIES NOZZLE FOR TURF AREA WITH NEW STRIP SPRAY NOZZLE AS REQUIRED TO PREVENT OVERSPRAY INTO NEW SIDEWALK.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	
	EXISTING TURF IRRIGATION POP-UP HEAD TO BE REMOVED, FIELD VERIFY	-
	EXISTING TURF IRRIGATION LATERAL LINE TO BE DISCONNECTED/ ABANDONED IN PLACE	-
	EXISTING SHRUB IRRIGATION POP-UP HEAD, FIELD VERIFY - PROTECT IN PLACE	-
	EXISTING TURF IRRIGATION VALVE, FIELD VERIFY - PROTECT IN PLACE	-
	EXISTING IRRIGATION LATERAL LINE, FIELD VERIFY - PROTECT IN PLACE	-
	NEW IRRIGATION LATERAL LINE: PVC SCHEDULE 40	500 (SHEET 10)
	NEW PIPE SLEEVE: PVC SCHEDULE 40	501 (SHEET 10)



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DIMENSION	A	B	C
1/2" TO 2 1/2" IN SIZE	18"	12"	4"
3" TO 6" IN SIZE	24"		4"

SECTION VIEW - N.T.S.

NOTE:
ALL PLASTIC PIPING SHALL BE SNAKED WITHIN TRENCH.
BUNDLE WIRING AND WRAP WITH TAPE AT TEN FOOT INTERVALS.
ALL MAINLINE PIPING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' INSTALLATION SPECIFICATIONS.

REVISIONS	CITY OF IRVINE	STANDARD PLAN NO.
	PIPE AND WIRE TRENCHING	500
Approved by:		Sheet 1 of 1
Mark L. Carroll R.C.E. 31915 City Engineer		Date: 6-22-09

NOTE:
ALL PIPING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' INSTALLATION SPECIFICATIONS.
ALL MAINLINE, LATERAL LINES, AND CONTROL WIRES SHALL BE SLEEVED BELOW ALL HARDSCAPE ELEMENTS WITH SCH 40 PVC, 2 TIMES THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
DEPTH OF SLEEVES, BACKFILL, AND COMPACTION OF TRENCH SHALL BE IN ACCORDANCE WITH STANDARD PLAN NO. 223 FOR CROSSINGS OF STREETS AND SHALL BE IN ACCORDANCE WITH STANDARD PLAN NO. 500 FOR CROSSINGS OF PARKING LOTS, SIDEWALKS, OR OTHER HARDSCAPE ELEMENTS.
HORIZONTAL DIMENSION BETWEEN SLEEVES SHALL BE A MINIMUM OF 4 INCHES.

REVISIONS	CITY OF IRVINE	STANDARD PLAN NO.
	SLEEVE TRENCHING	501
Approved by:		Sheet 1 of 1
Mark L. Carroll R.C.E. 31915 City Engineer		Date: 6-22-09

NOTE:
INSTALL SPRINKLER HEADS 24 INCHES FROM PAVING EDGE.
INSTALL SPRINKLER HEADS PLUMB. ADJUST NOZZLE STREAM TO COVER LANDSCAPE AREA WITHOUT OVERSPRAY ONTO PAVING, FENCES, WALLS OR BUILDINGS.
USE TEFLON TAPE ON ALL THREADED FITTINGS.

REVISIONS	CITY OF IRVINE	STANDARD PLAN NO.
	POP-UP SPRINKLER (6 INCH)	522 (MODIFIED)
Approved by:		Sheet 1 of 1
Mark L. Carroll R.C.E. 31915 City Engineer		Date: 6-22-09

7					
6					
5					
4					
3					
2					
1					
NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE

PLAN PREPARED BY:
Michael Baker INTERNATIONAL

5 Hutton Centre Drive
Santa Ana, CA 92707
Phone: (949) 472-3505
MBAKERINTL.COM

DATE: 01/18/2019
R.C.E. NO. C61840

JEREMY FRANZINI

DRAWN BY:	LN	DATE:	01/2018
DESIGNED BY:	AC	DATE:	01/2018
CHECKED BY:	JF	DATE:	01/2018
RECOMMENDED BY:		DATE:	

CONSTRUCTION PLANS FOR THE IMPROVEMENT OF
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
IRRIGATION DETAILS

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

00735131-MCE
00736186-B1E
PLAN CHECK NO. 00735128-EMC
CIP NO. 321201
PROJECT NO. 163531
SHEET 10 OF 10



CITY OF IRVINE

ORANGE COUNTY, CALIFORNIA

**NOTICE INVITING BIDS, PROPOSAL,
CONTRACT AND SPECIAL PROVISIONS
FOR**

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL

**CIP 321201
BID NO. 19-1456**

**CITY OF IRVINE
1 CIVIC CENTER PLAZA
P.O. BOX 19575
IRVINE, CALIFORNIA 92623-9575**

**PREPARED BY:
MICHAEL BAKER INTERNATIONAL
5 HUTTON CENTRE, SUITE 500
SANTA ANA, CA 92707**

JANUARY 2019

**KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201**

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR
UNDER THE DIRECTION OF:



Carrie Davis, P.E.
Roadway
Michael Baker International

61840

R.C.E. No.

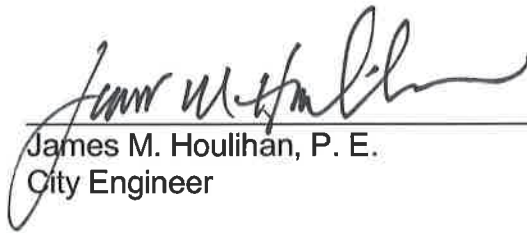


Salahuddin Sheikh, P.E.
Structures
Michael Baker International

32677

R.C.E. No.

APPROVED BY:



James M. Houlihan, P. E.
City Engineer

51568

R.C.E. No.

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APPENDIX

A - STANDARD PLANS

B – PERMITS

C – PHOTO OF EXISTING RAILING AND PILASTER TO BE MATCHED

CITY OF IRVINE, CALIFORNIA
NOTICE INVITING BIDS
Bid No. 19-1456

NOTICE IS HEREBY GIVEN that sealed bids with online bid price submittal will be received by the Purchasing Agent of the City of Irvine, California, for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the contract documents for **Kelvin Pedestrian Bridge over Barranca Channel** together with appurtenances thereto, in strict accordance with the specifications on file at the **Department of Public Works**, 6427 Oak Canyon, Bldg. 1, Irvine, California 92618-5202.

DATE OF OPENING BIDS: Bid prices for each line item of the Schedule of Work must be entered and all other required documents for the bid proposal packet (pages 13, 18-31) must be uploaded to the BidsOnline system in accordance with the instructions beginning on page 16 no later than XX:XX:XX a.m. on Month Date, 20XX at which time bids will be publicly read aloud at 1 Civic Center Plaza, Irvine, California 92606-5207. No late bids will be accepted. No other method of bid submittal will be accepted.

LOCATION OF THE WORK: The work to be performed hereunder is located in the City of Irvine, County of Orange, over Barranca Channel between Kelvin Avenue and Siglo.

MANDATORY PRE-BID MEETING: There will be a **mandatory** pre-bid meeting on **Month Date, 20XX, at XX:XX p.m. at the project site (or the office)**. Failure to attend will result in your bid being declared non-responsive.

DESCRIPTION OF WORK: The work to be performed shall include, but not be limited to:

Clear and grub, asphalt and concrete removal, tree removal, unclassified excavation, miscellaneous base and structural backfill, fine grading, asphalt paving, reinforced concrete bridge abutment construction, steel bridge structure fabrication and installation, cable railing, chain link fence and gate installation, construction of curb, sidewalk and PCC curb ramps, storm drain manhole adjustment to grade, signing, striping, landscaping, irrigation system, water quality BMPs, adjustment of storm drain manhole frame and cover to grade and other items not mentioned here, but are required by the plans and the Special Provisions. The Engineer's construction cost estimate for the project is above \$420,000 (rounded to the nearest ten thousand).

LICENSE REQUIREMENT: **Prime Contractor must possess a valid Class A license.**

At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3. All Irvine Ranch Water District (IRWD) water facilities work under this contract shall be considered specialty in nature. **Any Contractor and/or subcontractor proposing to perform this specialty work must possess a valid Class C-34 license** prior to award of IRWD additive bid contract items. Proof of Certification shall be provided to the City prior to commencement of work.

DEBARRED CONTRACTORS: The City of Irvine Municipal Code Section 2-12-101 *et seq.* sets forth procedures to debar Contractors from bidding or performing work on City of Irvine contracts at any tier, whether prime, subcontractor, etc. Accordingly, certain

Contractors have been debarred and are listed on the City's website at www.cityofirvine.org/purchasing. Click on the link which states: "For a list of Debarred Contractors, please [click here](#)."

COMPLETION OF WORK AND LIQUIDATED DAMAGES: All work shall be completed in a total of **One Hundred Thirty (130) Working Days** (excluding plant establishment) and **Two Hundred Twenty (220) Working Days** (including plant establishment) from the date specified in the Notice to Proceed. Liquidated damages shall be **Six Hundred Sixty Dollars (\$660)** per Calendar Day, for each and every Calendar Days delay in finishing the work, except plant establishment work, in excess of the number of Working Days prescribed above and liquidated damages shall be **Five Hundred Dollars (\$500)** per Calendar Day, for each and every Calendar Days delay in completing the plant establishment work in excess of the number of Working Days prescribed above. In no case will liquidated damages be assessed at more than **Six Hundred Sixty Dollars (\$660)** per Calendar Day.

AWARD OF CONTRACT: The award of the Contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose bid complies with all the requirements prescribed. The City reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the City, and to reject all other bids.

PROPOSAL GUARANTEE AND BONDS: Each bid shall be accompanied by a scanned copy of a certified or cashier's check or corporate surety bond issued by a surety company, admitted to do business in the State of California, on the form furnished by the City as guarantee that bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Workers' Compensation insurance, and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract ("Performance Bond") and for the payment of claims of materialmen and laborers thereunder ("Payment Bond"). Said check or bidder's bond shall be in an amount of not less than ten percent (10%) of the amount of the bid. **Bidders with the apparent three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the Receptionist for the Purchasing Agent at 1 Civic Center Plaza, Irvine, CA, 92606 within two business days of the bid opening date. Failure to submit the original check or bidder's bond shall result in the bid being declared non-responsive.** The Performance and Payment Bonds shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. Only bonds issued by companies admitted to do business in the State of California will be accepted in accordance with the Code of Civil Procedure Section 995.311. Failure to submit acceptable Payment and Performance Bonds as required shall result in a rejection of the bid and a forfeiture of the proposal guarantee.

PREVAILING RATES OF WAGES: **Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, et seq.**

The CITY is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by CONTRACTOR. CONTRACTOR shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, et seq. In accordance with the

provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The CONTRACTOR, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The CITY reminds all contractors and subcontractors of the adoption of **SB 96**, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. All contractors and subcontractors who plan to bid on a public works project when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The CITY requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, the CITY will not award a contract to and no contractor or subcontractor will be allowed to work on a CITY public works project meeting these parameters unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall 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, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section 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.

LABOR REGULATIONS: The Contractor shall comply with all applicable requirements of the California Labor Code and the City of Irvine Municipal Code.

PLANS AND SPECIFICATIONS: A full set of bid documents consisting of Notice Inviting Bids, Proposal, Contract, Special Provisions and Contract Plans are available for inspection without charge at the Department of Public Works, Project Management Division, City of Irvine Operations Support Facility, 6427 Oak Canyon, Building 1, Irvine, California 92618-5202.

To obtain a copy of the bid documents, please visit the City of Irvine's website at www.cityofirvine.org/purchasing. Click on the "[Supplier Registration and Bid Opportunities](#)" link, and review the information about our online system. Next, click on the "[BidsOnline](#)" link. If you are not currently registered with the City of Irvine, please click on the "[New Vendor Registration](#)" button and then complete the electronic supplier registration process, including selecting Category Code(s) describing the goods and/or services you provide, as well as entering your Contractors State License information. After registering your firm, click on the "[Bid Opportunities](#)" button to view and download the Bid Documents. Interested firms must be registered on the City's website and

download the Bid Documents in order to submit a bid. Firms must also check the website periodically for addenda information as failure to download any and all addenda will result in bid disqualification.

SECURITY FOR COMPLETION OF WORK: The Contract Documents establish a provision for monthly progress payments based upon the percentage of work completed as determined by the Engineer. The City will retain a portion of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amount so retained upon compliance with the requirements of California Public Contract Code § 22300 and the provisions of the Contract Documents, Special Provisions Subsection 9-3.2.2 pertaining to "Substitution of Securities."

PROJECT ADMINISTRATION: All questions relative to this project prior to opening bids shall be prepared in writing and transmitted to the attention of Darrell Hartman, Senior Civil Engineer, by email to dhartman@cityofirvine.org, with a copy to Brian D. Brown, Senior Buyer, bbrown@cityofirvine.org. No inquiries will be accepted later than five (5) business days prior to the bid opening date as this would not allow time to respond to all plan holders. No phone inquiries will be accepted.

CITY OF IRVINE

Published by:
Publication Date:

INSTRUCTIONS TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS

1. **CONTRACT DOCUMENTS:** The Contract Documents shall consist of:

- a) Permits and Agreements
- b) Contract
- c) Addenda
- d) Instructions to Bidders, Proposal Requirements and Conditions
- e) Special Provisions
- f) Contract Plans
- g) Standard Plans (City of Irvine, County of Orange, Caltrans)
- h) Standard Specifications
- i) Reference Specifications,

all of which are on file at the City of Irvine in the Public Works Department, Project Management Division, Operations Support Facility, 6427 Oak Canyon, Bldg. 1, Irvine, California, and are hereby referred to and made a part hereof.

2. **BID PROPOSALS:** To be considered, bids shall be made in accordance with the following instructions:

- a) For the convenience of bidders, the "SCHEDULE OF WORK" has been posted on the City's BidsOnline system. Bidders must enter their unit price information online in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS included herein. Unit prices must be entered online and then the extended prices and total bid price will be automatically calculated.
- b) Bids shall be submitted only on bid items stated in the Bid Documents; bids on other bases will not be considered. Bids that are not submitted on the prescribed forms, and in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS may be rejected.
- c) Unless called for, additive bids will not be considered.
- d) Pursuant to the provisions of Public Contract Code § 4101 to 4108, inclusive, every Bidder shall set forth in its bid:
 - 1) The Bidder shall list the name, license number and location of the place of business of each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
 - 2) The bid item numbers and the percentage of the bid item subcontracted.

- e) In the event additive bids are called for and the Bidder intends to use different or additional subcontractors on the additive(s), the Bidder shall fill out additional forms of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or additive bids.
- f) If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2%) of the Bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater, the Bidder agrees to perform that portion of work himself. The successful Bidder shall not, without the consent of the City, either:
 - 1) Substitute any person, firm or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
- g) If required in the Notice Inviting Bids, bids shall be accompanied by a certified or cashier's check or an acceptable corporate bid bond on the form furnished by the City for an amount not less than ten percent (10%) of the bid, made payable to the order of the City of Irvine. The check or bid bond shall be a guarantee that the Bidder will enter into a contract and provide all required insurance and bonds if awarded the work; and in case of refusal or failure to enter into the contract, the check or bid bond shall be forfeited. The City will return Bidder's check if the project is not awarded to Bidder.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090.
- h) Before submitting a bid, bidders shall carefully examine the work site, the Contract Documents and the form of Contract and shall fully inform themselves about all existing conditions and limitations. Bidders shall include in their bids a sum to cover the cost of all work included in the Contract.
- i) Bid prices must be entered and the bid proposal packet must be uploaded to the BidsOnline System on or before the day and hour set for the bid opening in the Notice Inviting Bids. No other method of bid submittal will be accepted. Bidders with the three apparent lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the Receptionist for the Purchasing Agent at 1 Civic Center Plaza, Irvine, CA, 92606 within two business days of the bid opening date.
- j) A bid may be considered non-responsive if it does not comply with the requirements set forth in these bid documents. A responsive bid is one that complies with the solicitation in all acceptability and material respects and contains no material defects.

3. **WITHDRAWAL OF BIDS:** Bids may be withdrawn at any time before the bid deadline, by going back into the BidsOnline system and selecting "Withdraw."

4. **INTERPRETATION OF DRAWINGS AND DOCUMENTS; REQUESTS FOR CLARIFICATION:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans and specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he shall submit to the Purchasing Agent a written request for all interpretations or corrections thereof via email to the project manager and purchasing staff prior to the deadline for submitting questions, as set forth in the Notice Inviting Bids section herein. Any clarification or correction of the proposed documents will be made only by Addendum duly issued, with notice provided to all firms who downloaded the bid documents from the City's website. The City is not responsible for any other explanations or interpretations of the proposed documents.
5. **ADDENDA TO THE CONTRACT DOCUMENTS:** Any addenda issued during the time of bidding, or forming a part of the Contract Documents after the Bidder has downloaded the bid documents from the City's website, shall be taken into account in the bid and shall be made a part of the Contract.

Addenda may be issued by the City of Irvine for any reason, including but not limited to, clarifying or correcting the Notice Inviting Bids, Special Provisions, Plans, or Bid.

Bidders will be notified of such Addenda during the period of advertising either by email or posting on the City's website, provided however, each Bidder shall be solely responsible for obtaining any such Addenda.

The Bidder shall acknowledge the receipt of Addenda on the City's BidsOnline system.

6. **BIDDER RESPONSIVENESS:** Failure of the Bidder to provide requested information in a complete and accurate manner may be considered non-responsive resulting in rejection of the bid. The use of "N/A" or "n/a" in response to any request for information without an explanation as to why that abbreviation is being used may render the bid non-responsive.
7. **BIDDER RESPONSIBILITY:** Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Contractor is non-responsible if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any other entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; or (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider Bidder's past conduct on City projects or on any other public or private projects upon which Bidder performed work.

8. **BIDDER DEBARMENT:** Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Bidder shall be debarred if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider past conduct of the Contractor on City projects or on any other public or private projects which Contractor performed work.
9. **OPENING BIDS:** Bids will be publicly opened and read at the time and place set in the Notice Inviting Bids.
10. **BID PROTEST PROCEDURES:**
 - a) **BASIS FOR PROTEST:** It is the policy of the City to ensure that free and open competition takes place in all procurement activities. If, in the course of a procurement action, an interested party has reason to believe that these conditions do not exist, the interested party may file a protest in accordance with the provisions of these procedures with the City of Irvine Purchasing Agent requesting a review of the claim and a timely resolution of the issue. Any bidder on a project for which it submitted a timely bid may protest the contract award for that project; however, subcontractors, suppliers or other third parties may not protest contract awards. Moreover, complaints about alleged ambiguity of the bid documents and/or estimates are not appropriate subject matters for bid protests.
 - b) **BID PROTEST CONTENTS:** The bid protest shall be submitted in writing via email to the attention of the Purchasing Agent. The written protest shall include:
 - 1) The solicitation number and project description.
 - 2) The name, address, phone number, and email address of the protesting party.
 - 3) A detailed statement of all the legal and factual grounds for the protest and all relevant, supporting documentation (including all written documentation). The grounds for protest must be fully supported.
 - 4) Statement of the form of relief requested from the City.
 - 5) Signature of an authorized representative of the protesting party.
 - c) **DEADLINE TO SUBMIT BID PROTESTS:** Bid protests must be filed within five (5) business days after the deadline for receiving bids.

- d) **WHERE TO FILE:** All protests are to be directed to the City of Irvine Purchasing Agent. Protests must be submitted in writing via email to: purchasing@cityofirvine.org. A copy of the email must also be sent to the project manager whose email address is set forth in the bid documents. (A document is considered filed on a particular calendar day when it is received via email by the City of Irvine Purchasing Agent by 5:00 p.m., Pacific Standard Time, on that calendar day.) Although not required, in addition to submitting a protest via email, an original protest letter may be sent via United States Postal Service to: Attn: Purchasing Agent, City of Irvine, P.O. Box 19575, Irvine, CA 92623-9575.
- e) **BID PROTEST REVIEW:** Upon receipt, the Purchasing Agent shall consider the protest and may give notice of the protest and its basis to other persons including bidders involved in or affected by the protest. A protest shall be dismissed for failure to comply with any of the requirements set forth in the "Bid Protest Contents" section above. The Purchasing Agent shall review all material submitted with the protest. No additional material will be accepted for consideration from the protesting party unless specifically requested by the Purchasing Agent. If additional material is requested, it must be submitted by the requested date. The Purchasing Agent shall respond to the protesting party via email within ten (10) business days after receipt of the protest. Final determinations shall be binding, except as otherwise provided below.
- f) **RECONSIDERATION OF PROTEST DECISION:** A protesting party may request the Purchasing Agent's reconsideration of a decision prior to contract award only if one or both of the following conditions are met:
- 1) New information becomes available that was not previously known, or could not have been reasonably known, at the time of the original protest; and/or
 - 2) The Purchasing Agent's decision contains an error of law.
- Any request for reconsideration of a protest decision must be submitted in writing via email to the Purchasing Agent within three (3) business days from the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration as set forth above. The Purchasing Agent shall respond to the request for reconsideration within seven (7) business days from receipt of the request.
- g) **CONTRACT AWARD:** At its discretion, the City may delay the execution of any proposed agreement pending the resolution of a protest unless one or both of the following conditions are present:
- 1) The project or service being procured is urgently required; and/or
 - 2) Failure to make prompt award will otherwise cause undue harm to the City.
- h) **REMEDIES:** There shall be no limitation on remedies selected by the City. Nothing contained herein shall be considered to either act as a limitation on the City's choice of remedies or confer any right upon any interested party to a remedy. In determining the appropriate remedy, the City shall consider all the circumstances surrounding the solicitation, the contract

selection, and/or the contract award, including, but not limited to: the seriousness of any deficiency found to exist in the contracting process; the effect of the action of the competitive process; any urgency surrounding the contract requirement; and the effect that implementing the remedy will have on the City's overall ability to accomplish its mission. If the City determines that the award or proposed award was not made in accordance with the applicable City statutes, regulations, policies, and procedures, the City may, in its sole discretion, grant any of the following or any other remedy it deems appropriate: If pre-award, reject all bids and issue a new solicitation, make a new contractor selection or award a contract consistent with applicable statutes, regulations, policies, and procedures; or if post-award, refrain from extending the term of the contract or awarding task orders under an existing task order agreement; or at its sole discretion, take no further action.

11. **AWARD OR REJECTION OF BIDS AND EXECUTION OF CONTRACT:** The award of the Contract will be as of the date specified in the Notice of Award issued by the City. The award of the Contract shall not constitute a binding obligation on City until the Contract has been lawfully executed by all parties and the Contractor has submitted all required insurance certificates and bonds to the City.

The Contractor shall not commence work in advance of the execution of the Contract, the delivery of the bonds and insurance certificates, as specified above and purchase order issuance.

The award of the Contract, if it is awarded, will be to the responsive and responsible Bidder who submitted the lowest Bid complying with these Proposal Requirements and Conditions and with the Notice Inviting Bids. The lowest bid shall be the lowest bid price on the base contract without consideration of the Additive Bid Items. Such award, if made, will be made within ninety (90) Calendar Days after the opening of the proposals. The ninety (90) Calendar Days period shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder(s) concerned. All bids will be compiled on the basis of the estimated quantities of work to be done as shown in the Proposal. However until an award is made, the City of Irvine reserves the right to reject any and all bids or to waive any informality in bids received, if doing so is deemed to best serve the interest of the City.

12. **CONTRACT AND BONDS:** The Contract, which the successful Bidder, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the Bidder.

The successful Bidder, simultaneously with his execution of the Contract, will be required to furnish a Payment Bond and a Performance Bond. Said bonds shall be in the form of the two (2) sample bonds included in these Contract Documents and based upon conditions specified in the Standard Specifications Section 2-4, "Contract Bonds," and as specified in the Special Provisions and shall be secured from a surety company satisfactory to the City.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090. Failure to submit acceptable Payment and Performance Bonds as required shall result in rejection of bid and forfeiture of the proposal guarantee.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents will be made without securing the consent of the surety or sureties on the Contract bonds.

The Contract shall be signed by the successful Bidder, and delivered to the City together with the Contract bonds within ten (10) days of the date specified in the Notice of Award issued by the City, not including Saturdays, Sundays and legal holidays. The Contractor shall submit insurance certificates electronically in accordance with 7-3 of the Standard Specifications and as set forth in the Contract Documents. The executed Contract, together with the required bonds, will be filed with the Clerk of the City of Irvine.

Failure of the lowest responsive and responsible Bidder to execute the Contract and file acceptable insurance certificates and bonds as provided herein within ten (10) days of award of the Contract, not including Saturdays, Sundays and legal holidays, shall be just cause for the forfeiture of the bid bond. The successful Bidder may file with the City a written notice, signed by the Bidder or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable certificates of insurance and bonds within the time herein before prescribed.

13. SPECIAL NOTICE: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other contractor.
14. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file or be interested in more than one bid as prime contractor for the same work.
15. BIDS TO BE LEFT ON DEPOSIT: No Bidder may withdraw its bid for a period of ninety (90) Calendar Days after the time set for opening thereof. However, the City will return all certified checks within fifteen (15) days, not including Saturdays, Sundays and legal holidays, after the award of the Contract or rejection of the bids, as the case may be, to respective Bidders whose bids are not accepted.
16. NON-COLLUSION DECLARATION: All Bidders shall submit with their bids an executed non-collusion declaration on the form provided in the bidding documents. Failure to provide completed form shall result in the bid being deemed non-responsive.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is 800-424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

17. **SUBSTITUTIONS:** Where the Specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, he shall request approval therefor as set forth in 4-1.6 of the Standard Specifications and Special Provisions.
18. **REPORTING SUSPECTED IMPROPRIETY, GROSS WASTE, FRAUD AND OTHER ACTS:** Any City and/or Great Park official, employee, and/or contractor who suspects any type of impropriety relating to purchasing or contracting activities, or gross waste, fraud, or abuse of City and/or Great Park funds or resources, a gross abuse of authority, a specified and substantial danger to public health or safety due to any act or omission of any City and/or Great Park official, employee, or contractor, or the use of a City and/or Great Park office or position or of City and/or Great Park resources for personal gain, should report the act by calling the City's Integrity Line at 866-428-1509. All such reports shall remain anonymous if desired by the reporting party. Suspected fraudulent activities include bid rigging, product substitution, theft, overcharging, false certifications and representations, and the like. Any allegations of bribery, kickbacks, gratuities, and conflicts of interest involving City employees should also be reported.
19. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any Contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the City unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment in writing.
20. **OTHER REQUIREMENTS:** Before entering into a Contract, the Bidder to whom the Contract has been awarded shall satisfy all insurance requirements per Section 7-3 of the Standard Specifications and Special Provisions and such insurance shall be maintained in full force and effect at its own expense during the life of this Contract.

Upon request, the successful Bidder shall furnish to the City a statement of its financial condition and previous construction experience or such other evidence of his qualifications.

21. **LABOR CODE:**
PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

All contractors and subcontractors who plan to bid on a public works project (the definition of "public works" is found at Labor Code Section 1720, *et seq.*) when the project is for construction, alteration, demolition, installation, or repair work

with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The CITY requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. By submitting a bid for City of Irvine Public Works project, the contractor acknowledges the above requirements and agrees to maintain a valid Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

- a) A contractor or subcontractor shall 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, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section 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.
- b) Pursuant to Labor Code Section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition to the requirement for submittal of certified payroll records **to the City**, contractors and subcontractors shall furnish electronic certified payroll records to the Labor Commissioner **(State of California, Division of Labor Standards Enforcement)**.

Contractors and subcontractors shall be responsible for complying and staying current with all DIR requirements and regulations. More information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Attention is directed to Labor Code § 1735 of which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in the Government Code §12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall abide by the provisions of the California Labor Code § 1770-1781, *et seq.* In accordance with the provisions of the California Labor Code § 1773, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the work is to be performed has been obtained from the Director of the Department of Industrial Relations, a copy of which is on file in the office of the City Clerk of the City of Irvine and will be made available to any interested party upon request. The Contractor shall post a copy of the prevailing rate of per diem wages at the job site. The Contractor, and any subcontractor under

him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

Failure to comply with the subject sections will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1775.

In accordance with of the Labor Code § 1773.1, the Contractor must make travel and subsistence payments to each worker employed in the execution of the Contract.

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 set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor 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 shall familiarize itself with the provisions of the Labor Code § 1777.5 regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

The Contractor and subcontractors shall comply with Labor Code § 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age except as provided in Labor Code § 3077, of such employee.

The Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

Failure to comply with the subject sections will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1775.

In accordance with of the Labor Code § 1773.1, the Contractor must make travel and subsistence payments to each worker employed in the execution of the Contract.

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 set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor 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 shall familiarize itself with the provisions of the Labor Code § 1777.5 regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

The Contractor and subcontractors shall comply with Labor Code § 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age except as provided in Labor Code § 3077, of such employee.

The Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

22. RESERVATION OF RIGHTS:

The City reserves the right to:

- a) Disqualify any Bidder in accordance with the instructions herein.
- b) Reject any bids, at its discretion, including bids found to be conditional or incomplete, contain irregularities, contain any interlineations or alterations, or found to be not responsive to this Invitation for Bids (IFB).
- c) Investigate the qualifications of any Bidder under consideration.
- d) Require confirmation or clarification of information furnished by the Bidder.
- e) Require additional evidence of Bidder's ability to perform the Work described in these bid documents.
- f) Contact the submitted references to confirm information provided in the bid.
- g) Postpone or cancel the entire IFB or a portion thereof.
- h) Postpone the bid opening or award for its own convenience.
- i) Award a Contract in part or in combination of items.
- j) Issue subsequent IFB.
- k) Seek the assistance of outside technical experts to review the bids.
- l) Disqualify a bid upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the Bidder.
- m) Waive any errors or informalities in any bid to the extent permitted by law.
- n) Require bidder to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- o) Determine, at the City's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.

p) Exercise any other rights under the City's charter or municipal code.

The City has no obligation to consider any bid unless it is responsive to this IFB and conforming in all respects to the Form of Contract. This IFB does not commit the City to enter into a Contract.

BIDDER'S PROPOSAL
CONSTRUCTION
OF

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY HALL
IRVINE, CALIFORNIA

THE UNDERSIGNED, HAVING CAREFULLY EXAMINED ALL OF THE CONTRACT DOCUMENTS; PERMITS ISSUED BY JURISDICTIONAL REGULATORY AGENCIES; CONTRACT; CONTRACT ADDENDA; INSTRUCTIONS TO BIDDERS; PROPOSAL REQUIREMENTS AND CONDITIONS; SPECIAL PROVISIONS; THE PLANS (SHEETS 1 THROUGH 10); STANDARD PLANS; STANDARD SPECIFICATIONS; REFERENCE SPECIFICATIONS; AND ALL OTHER INFORMATION PROVIDED BY THE AGENCY FOR THE CONSTRUCTION LISTED ABOVE IN AND FOR THE CITY OF IRVINE, IS FAMILIAR WITH THE CONDITIONS, HAVING PERSONALLY VISITED THE SITE OF THE WORK, AND HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND ALL INCIDENTAL WORK NECESSARY TO DELIVER ALL THE IMPROVEMENTS COMPLETE, IN PLACE AND IN STRICT CONFORMITY WITH THE CONTRACT DOCUMENTS, FOR THE UNIT PRICES NAMED IN THE FOLLOWING SCHEDULE OF WORK AND BID PRICES.

Bidder's Company Name (please print or type)

Signature of Bidder

Print Name

CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL

CIP 321201

BID NO. 19-1456

SCHEDULE OF WORK

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
1	MOBILIZATION	LS	1
2	CLEARING AND GRUBBING	LS	1
3	TRAFFIC CONTROL	LS	1
4	CONSTRUCTION SCHEDULE (CRITICAL PATH METHOD)	LS	1
5	WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	1
6	UNCLASSIFIED EXCAVATION	CY	192
7	CRUSHED MISCELLANEOUS BASE	CY	96
8	ADJUST STORM DRAIN MANHOLE COVER AND FRAME TO GRADE	EA	1
9	ASPHALT CONCRETE	TON	35
10	CONSTRUCT CONCRETE SIDEWALK	SF	1,817
11	CONSTRUCT CONCRETE CURB (TYPE D)	LF	10
12	CONSTRUCT CONCRETE CURB (TYPE B-6)	LF	18
13	CONSTRUCT CONCRETE CURB (TYPE C-6)	LF	10
14	CONSTRUCT CONCRETE CURB (TYPE 1)	LF	419
15	CONSTRUCT CONCRETE CURB (TYPE 2)	LF	473
16	CONSTRUCT CONCRETE CURB RAMP (TYPE 1-A)	SF	75
17	CONSTRUCT CONCRETE CURB RAMP (TYPE 1-B)	SF	159
18	CONSTRUCT CHAIN LINK FENCE (H=7')	LF	332
19	INSTALL DRIVE GATE	EA	4
20	INSTALL PEDESTRIAN GATE	EA	2
21	INSTALL CABLE RAILING	LF	135
22	INSTALL SIGN	EA	3
23	CONSTRUCT PILASTER WITH CONCRETE CAP AND STONE VENEER	EA	1
24	REMOVE PAVEMENT MARKING	LS	1
25	STRIPING, MARKINGS AND MARKERS	LS	1
26	LANDSCAPE IRRIGATION	LS	1
27	SODDED TURF	SF	667
28	STRUCTURAL CONCRETE (BRIDGE)	CY	23
29	REINFORCING STEEL (BRIDGE)	LB	3,800

CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL

CIP 321201

BID NO. 19-1456

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
30	FURNISH AND INSTALL STEEL BRIDGE	LS	1
31	LIGHTWEIGHT CONCRETE BRIDGE DECK	CY	9
32	PLANT ESTABLISHMENT AND MAINTENANCE (90 WORKING DAYS)	LS	1

CITY OF IRVINE
KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

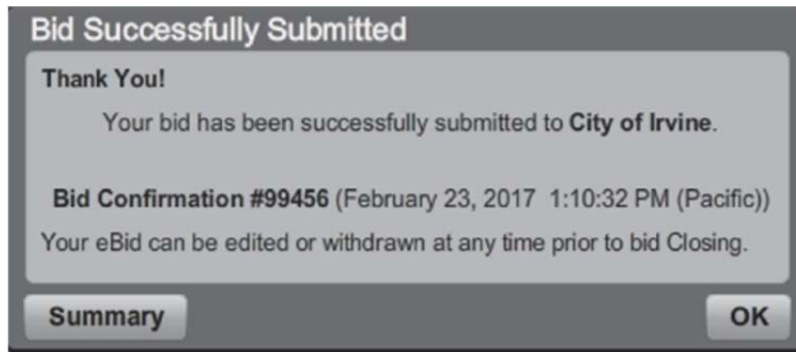
In order to access the BidsOnline system and ensure successful online submission of your bid prices, follow these steps:

1. Go to <https://www.planetbids.com/portal/portal.cfm?CompanyID=15927#>
2. On the Vendor Portal page, log into the system (lower right hand corner of screen) with your assigned user name and password. (You must be registered in order to download documents and submit a bid.)
3. Click on "Bid Opportunities" and then on the Bid # and Description that you wish to bid on. The selected bid will open to allow you to access all tabs, documents and the pricing sheet.
4. Click on the "Documents & Attachment" tab to be sure you have downloaded all documents that are part of this bid.
 - *If you have not already downloaded all bid documents, you must download them now, in order to submit your bid. The screen will indicate which documents you've already downloaded.*
5. Click on the tab "Addenda & Emails" to be sure you have read and acknowledged all addenda that have been issued for this bid.
 - *The screen will display "yes" or "no" next to each addendum to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open and read it, then click on the "Acknowledge" button on the lower left hand corner of screen.*
6. To begin entering your bid, click on "Place eBid" on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click "Accept" to acknowledge your agreement to the terms of the bid.
7. Enter the Respondee information on the "Detail" tab.
8. Click the "Attach" button on the "Attachments" tab, browse to your scanned Bid Submittal Documents, and upload all Bid Submittal Documents as a single PDF file.
9. Go to the "Line Items" tab and enter your unit prices on each line. The system will calculate the extended costs and grand total for you.
10. When you have finished entering all pricing and attachments, click on the "Save" button. This saves your bid as a draft for you to review or revise as needed anytime up to the bid submittal deadline. When you are ready to submit your bid, click the "Submit" button. You will receive a confirming

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CIP 321201
BID NO. 19-1456

message that looks like this:



Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. As noted in the screen print above, if you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

Please begin entering your bid in sufficient time to complete and submit it prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted, and any in process that are not completed will be rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid and the processing speed of your server and internet connections.

Technical Support

In the event you encounter technical difficulties during the uploading process, please contact the Planet Bids, BidsOnline system team as shown below (M-F from 8 a.m. to 5 p.m.):

support@planetbids.com or call 818-992-1771, ext. 0

Bid prices must be entered and the bid proposal packet must be uploaded to the BidsOnline system no later than the date and time indicated in the Notice Inviting Bids. No late bids will be accepted. No other method of bid submittal will be accepted.

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KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

INFORMATION REQUIRED OF BIDDERS

In determining the lowest “responsible” bidder, consideration will be given to the general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder’s experience on this form. **Failure of the Bidder to provide requested information in a complete and accurate manner shall render the bid non-responsive.** Additionally, the City reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non-responsible in accordance with Irvine Municipal Code § 2-12-103 “Determination of Contractor Non-Responsibility.”

The Bidder shall supply the following information. Use additional sheets as necessary.

1. Contact person name: _____ Email: _____
Address: _____
Telephone: (____) _____ Fax: (____) _____
2. Type of firm (Individual, Partnership, or Corporation): _____
3. State Contractor’s License Number and Classification: _____
4. DIR Registration Number: _____ Expiration Date _____
5. Number of years your firm has operated as a contractor: _____
6. Number of years your firm operated under its present business name: _____
7. List the **names and addresses** of all principals or officers authorized to bind your firm.

Name:	Address:

8. List any project(s) your firm has **failed to complete** within the last five years due to a termination of contract. For each project, list the type of project, client’s name, contact person, current telephone number, email address, and provide a brief description of the grounds for the termination.

Bidder’s Name: _____

CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL

CIP 321201

BID NO. 19-1456

Check appropriate box: None ☐ See list below ☐

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

9. List projects of similar nature to the Kelvin Pedestrian Bridge over Barranca Channel your firm is **currently** constructing. For each project, list the type of project, contract amount, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None ☐ See list below ☐

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract	Client Name	Contact Person	Contact Phone
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Bidder's Name: _____

CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL

CIP 321201

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	Amount			No. and email address
Description:				

10. List projects of a similar nature to the Kelvin Pedestrian Bridge over Barranca Channel your firm has **completed** within the last five years. For each project, list the type of project, contract amount, date of completion, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None ☐ See list below ☐

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

11. List the name of the person(s) (**A MINIMUM OF ONE**) who inspected the site of the proposed work for your firm.

Name:	Date of Inspection:

Bidder's Name: _____

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CIP 321201

BID NO. 19-1456

12. Complete the following in conformance with Labor Code Section 1725.5:

Name of Subcontractor	Registered with DIR?	DIR Registration No.
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	

13. If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition or ability to perform the work.

Failure to furnish information upon request will render the bid nonresponsive.

All of the above statements regarding Contractor's experience and financial qualifications are submitted in conjunction with the Bid Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

Bidder's Name: _____

THE CITY OF IRVINE RESERVES THE RIGHT TO REJECT ALL BIDS

The undersigned understands the contract time limit allotted for the completion of the work required by the Contract is **One Hundred Thirty (130) Working Days** (excluding plant establishment) and **Two Hundred Twenty (220) Working Days** (including plant establishment.)

The undersigned agrees, if awarded the Contract, to sign the Contract and furnish the necessary insurance certificates and bonds within ten (10) days of the date specified in the Notice of Award of Contract, not including Saturdays, Sundays and legal holidays, and to begin work within ten (10) Working Days from the date specified in the City's Notice to Proceed. Contract time accounting shall begin on the date shown in the Notice to Proceed.

Accompanying this Bid Proposal is **(check appropriate box)**:

☐ **Cashier's Check** ☐ **Certified Check** ☐ **Bid Bond**

Sign Here if Individual:

(Signature) _____
(Print Name) _____
(Address) _____

Affix notary's acknowledgement

Sign Here if Co-Partnership:

Co-Partnership Name of Firm: _____
(Address) _____

Members Signing:

(Signature) _____
(Print Name) _____
(Address) _____

(Signature) _____
(Print Name) _____
(Address) _____

Affix notary's acknowledgement

Sign Here if Corporation:

(Name of Corporation) _____

(Address) _____

Officers of Corporation Signing:

(Signature) _____

(Print Name) _____

(Title) _____

And

(Signature) _____

(Print Name) _____

(Title) _____

If executed by other than President and Secretary of the Corporation, attach a certified copy of resolution authorizing signature on behalf of the Corporation.

Affix notary's acknowledgement

LIST OF SUBCONTRACTORS

The Bidder shall list each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Complete columns (1) and (2) and submit with the bid. Complete columns (3) and (4) and submit with the bid or hand-deliver to the Receptionist for the Purchasing Agent at the reception desk located on the first floor of the Civic Center building at the City of Irvine, located at 1 Civic Center Plaza, Irvine, California 92606-5207 within 24 hours after the bid opening. Failure to provide complete information in columns (1) through (4) within the time specified shall render the bid non-responsive.

Subcontractors listed must not be debarred from performing the designated work.

BUSINESS NAME and LOCATION (1)	CONTRACTOR LICENSE NUMBER (2)	BID ITEM NUMBERS (3)	PERCENTAGE OF BID ITEM SUBCONTRACTED AND PORTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR (4)*

Information must be typed or clearly printed.

* If you are subcontracting a whole bid item insert one hundred percent (100%), if less insert actual percentage.

NON-COLLUSION DECLARATION-CONTRACTOR

To be Executed by Bidder and Submitted with Bid

City of Irvine Bid No. 19-1456

The undersigned declares:

I am the _____ [title] of _____ [company name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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].

Signature

Print Name

FORM OF BID BOND

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
BID NO. 19-1456

(10% of the Proposal Amount)

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as Principal, and _____
_____ as Surety, are held and firmly bound unto City of Irvine, hereinafter
called the City in the sum of _____
Dollars (\$_____), for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly
by these presents.

The conditions of this obligation are such that whereas the Principal submitted to the City a
certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a
contract in writing for the KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL,
CIP 321201 and will furnish all required certificates of insurance and bonds as required by
the Contract.

NOW THEREFORE, if said Bid Proposal shall be rejected; or in the alternate, if said Bid
Proposal shall be accepted, and the Principal shall execute and deliver a contract in the
prescribed Form of Contract, shall deliver certificates evidencing that the required
insurance is in effect and shall execute and deliver Performance and Payment Bonds in
the forms prescribed, and shall in all other respects perform the Contract created by the
acceptance of said Bid Proposal, then this obligation shall be void; otherwise this
obligation shall remain in force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all default of the Principal hereunder shall be the
amount of this obligation as herein stated. In the event suit is brought upon this bond by
City and judgment is recovered, Surety shall pay all costs incurred by City in said suit,
including a reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of
said Surety and its bond shall in no way be impaired or affected by an extension of the
time within which the City may accept such a Bid Proposal; and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this
____ day of _____, 20____, the name of each party being hereto written below
and these presents duly signed by each party's undersigned representative, pursuant to
authority of its governing body. This bond shall be authenticated by way of notarized
acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

FALSE CLAIMS

Bidder shall complete the **False Claims Act Certification** below or in the alternative, provide the information requested under **False Claims Act Violations** below. **Failure to certify or provide the requested information shall render the bid non-responsive.**

"False Claims Act" as used herein is defined as either or both the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, and the California False Claims Act, Government Code § 12650, *et seq.*

FALSE CLAIMS ACT CERTIFICATION

I _____ hereby certify that neither
Print name

Contractor name
nor _____
Name of qualifying person licensed by Contractors State License Board

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Contractor submitting this Bid Proposal or (2) the qualifying person licensed by the State Contractors License Board to perform the work described in this Bid Proposal, shall provide on a separate sheet the following information: (1) the date of the determination of the violation, (2) the identity of the tribunal or court, (3) the identity of the government contract or project involved, (4) the identity of the government department involved, (5) the amount of fine imposed, and (6) any exculpatory information of which the Agency should be aware.

CIVIL LITIGATION AND ARBITRATION HISTORY

Bidder shall provide the certification or information requested below. **Failure to certify or provide such certification or information shall render the bid non-responsive.**

For five (5) years preceding the submittal date of this Bid Proposal, identify civil litigation and arbitration arising out of the performance of a construction contract within the State of California in which the (1) Contractor submitting this bid proposal or (2) the qualifying person licensed by the State Contractors Licensing Board to perform the work described in this Bid Proposal was a named as a party in a lawsuit brought by or against the project owner or any action to confirm, vacate or modify an arbitration award involving an owner.

CIVIL LITIGATION AND ARBITRATION CERTIFICATION

If the Bidder has no civil litigation and arbitration history to report as described above, complete the following:

I _____ certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been involved in civil litigation and arbitration as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

Do not include litigation and arbitration which are limited solely to enforcement of mechanics' liens or stop notices. Provide on a separate sheet (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CRIMINAL CONVICTIONS

Bidder shall provide the certification or information requested below. **Failure to certify or provide such certification or information shall render the bid non-responsive.**

CRIMINAL CONVICTION CERTIFICATION

If the Bidder has no criminal convictions to report as described above, complete the following:

I _____ hereby certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

For the five (5) years preceding the date of this Bid Proposal is due, identify on a separate sheet any criminal conviction in any jurisdiction in the United States for a violation of law arising out of the performance of a construction contract (1) by the Contractor submitting this Bid Proposal or (2) by the qualifying person licensed by the State Contractors License Board to perform the work described in the Bid Proposal.

Provide on the following page labeled "Criminal Convictions Information." (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

VIOLATION OF LAW OR A SAFETY REGULATION

Has the Bidder, any officer of the Bidder, or any employee who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of a law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space.

Name of bidder (print)

Signature

Address

State Contractors' License No. & Classification

City

Zip Code

Telephone

CONSTRUCTION CONTRACT FOR CAPITAL IMPROVEMENTS

CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

This Contract made and entered into this _____ day of _____, 20____, by and between City of Irvine, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, to wit:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Contract Plans
 - g) Standard Plans
 - h) Standard Specifications
 - i) Reference Specifications

The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.

2. CONTRACTOR shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Clear and grub, asphalt and concrete removal, tree removal, unclassified excavation, miscellaneous base and structural backfill, fine grading, asphalt paving, reinforced concrete bridge abutment construction, steel bridge structure fabrication and installation, cable railing, chain link fence and gate installation, construction of curb, sidewalk and PCC curb ramps, storm drain manhole adjustment to grade, signing, striping, landscaping, irrigation system, water quality BMPs, adjustment of storm drain manhole frame and cover to grade and other items not mentioned here, but are required by the plans and the Special Provisions.

3. CONTRACTOR agrees to perform all the said work and furnish all the said materials at his own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the Engineer, the work hereinafter set forth in accordance with the Contract therefore adopted by the City Council and as prepared by Michael Baker International, 5 Hutton Centre, Suite 500, Santa Ana, CA 92707.

4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of

Dollars (\$_____) the "Contract Price."

CITY agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

5. CONTRACTOR agrees to commence construction of the work provided for herein within ten (10) Calendar Days after the date specified in the Notice to Proceed, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction thereof within **One Hundred Thirty (130) Working Days** after the date specified in the Notice to Proceed.

The CONTRACTOR shall diligently prosecute all the work (including plant establishment) to completion before the expiration of **Two Hundred Twenty (220) Working Days** from the date specified in the Notice to Proceed.

6. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Contract. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **Six Hundred Sixty Dollars (\$660)** per Calendar Day, for each and every Calendar Days delay in finishing the Work except plant establishment work in excess of the number of Working Days prescribed above. The CONTRACTOR shall pay to the CITY the sum of **Five Hundred Dollars (\$500)** per Calendar Day, for each and every Calendar Days delay in completing the plant establishment work in excess of the number of Working Days prescribed above. In no case will liquidated damages be assessed more than **Six Hundred Sixty Dollars (\$660)** per day. If liquidated damages are not paid, as assessed by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Contract in addition to any other remedy available to CITY. By executing this Contract, CONTRACTOR agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.

7. CONTRACTOR will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. CONTRACTOR shall notify the CITY in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that CONTRACTOR'S or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

8. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the City Clerk of the City of Irvine. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.
9. CONTRACTOR shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by him or by any subcontractors under him) less than the prevailing rate described above on the work provided for in this Contract.
10. CONTRACTOR and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the CONTRACTOR and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the CONTRACTOR to penalty and forfeiture provisions of the Labor Code § 1813.
11. CONTRACTOR will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.
12. CONTRACTOR, by executing this Contract, hereby certifies:

“I am aware of, and will comply with the Labor Code § 3700 by securing payment for, and maintaining in full force and effect for the duration of the contract, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to the Agency before execution of the Contract. The CITY, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this paragraph.”

CONTRACTOR further agrees to require all subcontractors to carry Workers’ Compensation Insurance as required by the Labor Code of the State of California.

13. CONTRACTOR shall, concurrent with the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work “Performance Bond”, and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished “Payment Bond.” This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
14. CONTRACTOR shall, prior to commencing work, furnish certificates evidencing compliance with all requirements of the Contract Documents pertaining to insurance.

15. Any amendments to any of the Contract Documents must be in writing executed by the CONTRACTOR and the CITY. Any time an approval, time extension, or consent of the CITY is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.
16. This Contract contains all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into and superseded by this Contract.
17. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
18. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.
19. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
20. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards and ordinances.
21. In the event any action is brought between the parties hereto relating to this Contract or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs in connection with such action or proceeding.
22. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
23. This Contract is to be governed by the laws of the State of California.

IN WITNESS WHEREOF, the said CONTRACTOR and the Director of Public Works, City Manager and City Clerk of the CITY have caused the names of said parties to be affixed hereto, the day and year first above written.

CONTRACTOR'S NAME:

Print Name of Construction Company

(If Corporation, 2 signatures are required)

By: _____
Signature

Print Name

Its: _____
Title

By: _____
Signature

Print Name

Its: _____
Title

CONTRACTOR INFORMATION:
Address for Notices and Payments

Telephone Number: _____

Email: _____

CITY OF IRVINE
A Municipal Corporation

By: _____
John A. Russo
Its: City Manager of the City of Irvine

By: _____
Mark A. Steuer
Its: Director of Public Works

ATTEST:

By: _____
Molly McLaughlin
Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

PERFORMANCE BOND

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____, as Principal, and _____ as Surety, are held and
firmly bound unto City of Irvine, hereinafter called the City in the sum of _____
_____ (\$ _____
_____) (this amount being not less than one hundred percent (100%) of the total bid price
of the contract awarded by the owner to the Principal), for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract
attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the
undertakings, covenants, terms, conditions and agreements of said Contract during the
original terms thereof, and any extensions thereof that may be granted by the Owner with
or without notice of the Surety, and during the life of any guarantee required under the
Contract, and shall also well and truly perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of any and all duly authorized modifications of said
Contract that may hereafter be made, then this obligation shall be void otherwise this
obligation shall remain in full force and effect.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or modifications of the Contract Documents and/or of the
Work to be performed thereunder shall in any way affect its obligations on this bond; and it
hereby waives notice of any and all such changes, extensions of time, and alterations or
modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified
therefore, there shall be included costs and reasonable expenses and fees, including
reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation,
and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this
_____ day of _____, 20____, the name of each party being hereto written below
and these presents duly signed by each party's undersigned representative, pursuant to
authority of its governing body. This bond shall be authenticated by way of notarized
acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

PAYMENT BOND

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL
CIP 321201
BID NO. 19-1456

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____, as Principal, and _____ as Surety, are held and
firmly bound unto City of Irvine, hereinafter called the City in the sum of _____
_____ (\$ _____) (this
amount being not less than one hundred percent (100%) of the total bid price of the
contract awarded by the owner to the Principal), for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a
contract, attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying
labor and material in the prosecution of the work provided for in said contract, and any and
all duly authorized modifications of each contract that may hereafter be made, then this
obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs,
executors, administrators, successors, or assigns thereof, shall fail to pay any of the
persons named in the Civil Code § 9100 for any material used in, upon, for or about the
performance of the work contracted to be done, or for any work or labor thereon of any
kind, or shall fail to pay any amount due under the Unemployment Insurance Code with
respect to work or labor performed by any such claimant or any amount required to be
deducted, withheld, and paid over to the Franchise Tax Board from the wages of
employees of the Contractor and his subcontractors with respect to such work and labor,
then said Surety will pay and, also, in case suit is brought upon the bond, will pay a
reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of all
persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their
assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or modification of the Contract Documents or of the Work to
be performed thereunder shall in any way affect its obligations on this bond; and it hereby
waives notice of any and all such changes, extensions of time, and alterations or
modifications of the Contract Documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this
_____ day of _____, 20____, the name of each party being hereto written below
and these presents duly signed by each party's undersigned representative, pursuant to
authority of its governing body. This bond shall be authenticated by way of notarized
acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

SPECIAL PROVISIONS

- A. THESE ADDITIONS, DELETIONS, AND AMENDMENTS MODIFY THE SPECIFICATIONS IN THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION”, 2015 EDITION.
- B. THESE ADDITIONS, DELETIONS, AND AMENDMENTS SHALL TAKE PRECEDENCE IN THE EVENT OF A CONFLICT WITH ANY STANDARD SPECIFICATIONS.
- C. AS A CONVENIENCE, THESE ADDITIONS, DELETIONS, AND AMENDMENTS HAVE BEEN ARRANGED IN A FORMAT THAT PARALLELS THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION”, 2015 EDITION.

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS

REVISE as follows:

1-1 GENERAL. *ADD the following term:*

The word *provide* shall mean furnish and install.

1-2 TERMS AND DEFINITIONS. *MODIFY to ADD the following:*

Acceptance, Final Acceptance – Formal action by the Agency acknowledging the Work is complete.

Agency/Board/City – The City of Irvine, a municipal corporation.

Agency Representative – The person or engineering/architectural firm Agency authorizes to represent it during the performance of the Work by the Contractor and until Final Acceptance. The Agency Representative means the Agency Representative or his assistants.

Calendar Day – The 24-hour day denoted on the calendar.

Calendar Month – The period including the first through the last day of a month.

City – See Agency.

Clarification – Verbal or written interpretation of Contract Documents by the Agency Representative to clarify intent, procedures, materials or processes with no change in contract sum or time.

REPLACE the definition for “Engineer” with the following:

Engineer – The City Engineer acting either directly or through the Agency Representative.

Field Order – Authorization by Agency Representative to proceed with Change Order work after completion of negotiations, but before the issuance of the Change Order.

Laboratory – The laboratory authorized by the Agency or the Agency Representative to test material and work involved in the project.

Major Bid Item – A single Contract item constituting ten percent (10%) or more of the original Contract Price.

Request for Quotation – Contemplated revision of Contract Documents by the Agency requesting detailed information from the Contractor on impacts to contract sum or contract time.

State Standard Specifications – Standard Specifications issued by the State of California, Department of Transportation, 2015.

Traffic Control Devices – All signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway, by authority of the Engineer.

1-3. ABBREVIATIONS

1-3.2 Common Usage. *MODIFY to ADD the following:*

Abbreviation	Word or Words
CSMP	Construction Site Monitoring Program
DBE	Disadvantaged Business Enterprise
ESA	Environmentally Sensitive Area
HMA	Hot Mix Asphalt
NOI	Notice of Intent
SWMP	Storm Water Management Plan
SWRCB	State Water Resources Control Board
WPCP	Water Pollution Control Program
WDID	Waste Discharge Identification Number

DELETE the abbreviation of MUTCD and SUBSTITUTE with the following:

MUTCD	California Manual on Uniform Traffic Control Devices
-------	--

1-3.3 Institutions. *MODIFY to ADD the following:*

Abbreviation	Word or Words
AI	The Asphalt Institute
AIA	American Institute of Architects
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance of Way Association
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
NFPA	National Fire Protection Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials

SECTION 2 - SCOPE AND CONTROL OF THE WORK

REVISE as follows:

2-2 ASSIGNMENT. *MODIFY to ADD the following:*

The performance of the Contract may not be assigned, except upon the written consent of the Agency. Consent will not be given to any proposed assignment that would relieve the original Contractor or its Surety of their responsibilities under the Contract, nor will the Agency consent to any assignment of any part of the Work under the Contract.

Assignment of this Contract shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

2-3 SUBCONTRACTS.

2-3.1 General. *MODIFY to ADD the following:*

If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to the Agency for the acts and omissions of his subcontractor as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Agency. The Contractor shall bind every subcontractor to be bound by the terms of the Contract Documents as applicable to his work.

Debarred contractors shall not be employed on the Work pursuant to the provisions of Labor Code § 1777.1 and the City of Irvine Council Ordinance No. 08-10. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website:

<http://www.dir.ca.gov/dlse/debar.html>

A list of individuals, firms and organizations debarred, suspended or who have voluntarily excluded themselves from Federal Procurement and Non-Procurement Programs is maintained by the US General Services Administration. This excluded parties list is available from the website: <http://www.sam.gov>

The Contractor and each of its subcontractors shall maintain a valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

Prior to including a subcontractor's name on the bid, the Contractor shall be responsible for verifying that each of its subcontractors are properly licensed and not debarred from performing the designated work.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract.

If any subcontractor or person employed by the Contractor is deemed by the Engineer to be incompetent or to act in an improper manner, at the request of the Engineer, they shall be dismissed immediately from the job and shall not be employed again on the Work.

A copy of each subcontract is required to be filed with the Agency before the subcontractor begins work. Each subcontract shall contain a reference to the Contract between the Agency and the Contractor, and the terms of that Contract and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment by the Contractor at the order of the Agency if in the Agency's opinion the subcontractor fails to comply with the requirements of the Contract.

2-3.2 Self Performance. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall perform, with its own organization, Contract work amounting to at least 15 percent of the Contract Price on building/facility contracts, and at least 50 percent of the Contract Price on all other Public Works contracts except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

The provisions in 2-3.2 of these Special Provisions require that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original Contract Price is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal Aid Construction Contracts" of these Special Provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

2-3.3 Status of Subcontractors. *MODIFY to ADD the following:*

The City will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise use any subcontractor, supplier, or equipment vendor at any tier that is on the City's debarment list, the Department of Industrial Relations debarment list, or on the US General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. *ADD the following after the 2nd paragraph:*

All work of the Contract including, but not limited to, the general nature and character of the work area and conducting of Contractors' operations shall be performed in accordance with the Standard Specifications for Public Works Construction, 2015 edition, and all supplements thereto, except as modified in these Special Provisions and as follows:

Work to be performed which is directly related to the construction and/or modification of traffic, striping, signing, markings or signals; work within State right of way; and, work which is directly related to the construction of bridges and

bridge appurtenances shall be performed in accordance with the State Standard Specifications, current edition as of bid date.

As applicable, unless modified elsewhere in these Special Provisions, Work of the Contract shall conform to current editions of: Uniform Building, Plumbing, Mechanical Codes; Uniform Fire Code; National Electrical Code; and, City of Irvine amendments thereto.

DELETE last paragraph in its entirety and SUBSTITUTE with the following:

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the Plans or in any survey, the Contractor shall promptly notify the Agency of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the Agency in writing of such conflict.

The Agency, on receipt of any such notice, will investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after its discovery of such an error, discrepancy, or conflict that is directly or indirectly affected by such error, discrepancy, or conflict, will be at its own risk and it shall bear all cost arising therefrom.

The Agency will provide, free of charge, three (3) copies of Plans and Special Provisions for the Contractor and one (1) copy of Plans and Special Provisions for each subcontractor listed in the Bidder's Proposal. Any Plans or Special Provisions required by the Contractor/subcontractor in addition to the above can be provided by Agency at Contractor's expense. The Contractor shall keep one set of Plans and Special Provisions in good order and available to the Agency Representative at the site of the Work.

2-5.2 Precedence of Contract Documents. *DELETE the order of precedence and SUBSTITUTE with the following:*

- a) Permits and Agreements
- b) Change Orders and/or Supplemental Agreements; whichever occurs last
- c) Contract
- d) Addenda
- e) Instructions to Bidders, Proposal Requirements and Conditions
- f) Bid/Proposal
- g) Special Provisions
- h) Contract Plans
- i) Standard Plans
- j) Standard Specifications
- k) Reference Specifications

ADD:

2-5.2.1 Interpretation of Plans and Specifications. Figured dimensions on Plans shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Specifications shall govern as to materials, workmanship, and installation procedures. Plans and Specifications requiring higher quality material or workmanship shall prevail. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the Specifications, reference shall be made to Engineer whose decision thereon shall be final.

2-5.3 Submittals.

2-5.3.1 General. *MODIFY to ADD the following:*

The review period begins anew upon each submittal or resubmittal.

In providing specified submittals, the Contractor certifies that they are complete in all respects and all materials, equipment, and other work shown thereon conforms to the Contract Documents.

Where a manufactured item is designed or engineered by the manufacturer, fabricator, subcontractor, consultant or designee, the drawings and supporting calculations shall be stamped and signed by an engineer registered by the State of California executing the design within the scope of his registration. Unless otherwise accepted by the Engineer, data shall be submitted only by the prime Contractor. Data that, in the opinion of the Engineer, are incomplete or have not been checked by the prime Contractor or are illegible will be considered as not complying with the Contract requirements and will be returned to the Contractor for resubmittal in the proper form. The City may make this determination at any time during the review period.

Data shall be submitted in a format similar to the arrangement of the applicable section(s) of the Specifications unless otherwise specified. Any submittal not following the format specified, and not conforming to the requirements listed below, will be returned for resubmittal without review.

- a) Data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices, the external connections, anchorages, and supports required, performance characteristics, dimensions needed for installation and correlation with other materials and equipment, and all additional information as required in the detailed section(s) of the Contract Documents. Identify field dimensions; show relation to adjacent or critical features, work or products.
- b) Calculations to support the adequacy of the design in meeting specified performance ratings or requirements shall be submitted when required by the Specifications.
- c) Each drawing or data sheet shall be clearly marked with the name of the project, the Contractor's name, and references to applicable Specification paragraphs and Plan sheets. Submittals containing multiple drawings or data sheets shall be collated prior to submittal for review.

- d) Data sheets, catalog cuts or drawings showing more than the particular item under consideration shall be marked to cross out all but the applicable information. Submit only pertinent pages; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- e) Data submitted shall include drawings showing wiring and/or pipe layouts. Any changes proposed by the Contractor shall be stated in a cover letter and essential details of such changes shall be clearly shown in the data submitted.
- f) Present in a clear and thorough manner. Title each drawing with project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- g) Provide manufacturer's preparation, assembly and installation instructions.
- h) Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Engineer's selection.
- i) Submit samples to illustrate functional characteristics of products, including parts and attachments. Label each sample with identification required for transmittal letter. Approved samples which may be used in the Work are indicated in the Specification section.
- j) Provide field samples of finishes for the Work, at location acceptable to Agency Representative, as required by individual Specifications section. Install each sample complete and finished. Finishes in place that have been accepted by the Agency Representative may be retained in completed work.

Submittals shall be accompanied by a letter of transmittal listing the contents of the submittal. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with sufficient time for Agency's review and in orderly sequence in accordance with the progress schedule to cause no delay in prosecution of the Work. Drawings shall be submitted on 11"x17" or 24"x36" sheet sizes only. Any submittal not accompanied by such a transmittal, or where all applicable items on the form are not complete, will be returned for resubmittal.

A separate letter of transmittal shall be used for each specific item or class of materials or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single letter of transmittal will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. Submittals transmitted by facsimile will not be accepted.

The Agency will return any submittal sent (1) without a transmittal letter, (2) with an incomplete form, or (3) by facsimile.

The Contractor shall assign a unique sequential number to each submittal package, which shall be clearly written in the space provided on the transmittal letter. This number shall be used in all correspondence to the Agency when referencing to a

particular submittal. The Contractor shall be responsible for ensuring the same submittal number is not assigned to different submittal packages.

Resubmittals shall incorporate the original submittal number followed by the revision number (i.e., the first resubmittal of submittal #1 is numbered 1R1, the second 1R2, etc.). The Agency will return improperly numbered submittals without review. The Contractor shall indicate on the transmittal letter that either no exceptions to the Contract Documents are taken or deviations are submitted. All deviations indicated shall be listed on the transmittal letter and the Contractor shall be solely responsible for any omitted deviations. If any deviations are omitted, the Agency will return the submittal and the engineering data without review for resubmittal. Any consequences from the resulting delay shall be fully borne by the Contractor.

The Engineer's review of the Contractor's submittals will cover only general conformity to the Contract Documents. The Engineer's acceptance of drawings returned marked NO EXCEPTION TAKEN or RESUBMITTAL NOT REQUIRED (CORRECTIONS ARE NOTED) shall not constitute a blanket approval of dimensions, qualities, and details of the materials, equipment, device, or item shown, and does not relieve the Contractor from any responsibility for errors, omission or deviations from conforming to the Contract Documents. The Agency reserves the right to subsequently reject any previously accepted equipment, material, and/or construction method that deviates from the Contract Documents. When the drawings and data are returned marked CORRECT AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the Engineer, resubmittal shall be made in the same manner as the original submittal.

If the Engineer rejects the submittals, the Contractor is responsible for any subsequent time delays at no additional compensation from the Agency. Subject to these requirements, drawings and data, after final processing by the Engineer, shall become a part of the Contract Documents, and the work shown or described thereby shall be performed in conformity therewith unless otherwise required by the Engineer. In the event of conflict between accepted submittals and the other Contract Documents, the most stringent requirements shall apply unless the Agency has agreed in writing to less stringent requirements in response to a deviation listed on a submittal letter of transmittal.

No portion of the work requiring a submittal shall be commenced until the submittal has been reviewed by the Engineer and returned to the Contractor with a notation indicating that resubmittal is not required.

The review by the Engineer is only of general conformance with the design concept of the project, and general compliance with the Contract Documents and shall not be construed as relieving the Contractor of these full responsibilities for providing materials, equipment, and work required by the Contract; the proper fitting and construction of the Work; the accuracy and completeness of the submittals; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

2-6 WORK TO BE DONE. *ADD the following after the 1st paragraph:*

The Contractor shall leave the Work area in a neat condition. Any work not shown in the Plans or Specifications but necessary to complete the Work according to law and governmental codes and regulations shall be performed by the Contractor as if in the Plans and Specifications.

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Agency thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense.

2-8 RIGHT OF WAY. *DELETE the 1st sentence and SUBSTITUTE with the following:* Rights of way, easements, agreements, licenses, or rights of entry (all referred to as right of way) for the Work have been provided by the Agency. Temporary right-of-way to construct one or more portions of the Work may also have been acquired by the Agency. If temporary right of way was acquired, the documents or their contractual terms and obligations are included in the Contract Documents. The Contractor shall comply with all the terms and obligations related to the physical use of the temporary right of way and its eventual return of the property to the owner. The Contractor shall schedule the Work that may include landscape establishment, maintenance periods, and final acceptance within the temporary right of way to start and finish within the time allotted in each temporary right of way agreement. Should the Work be delayed through no fault of the Agency, the Contractor shall be responsible for all costs incurred by the Agency to extend use of the temporary right of way.

MODIFY to ADD the following:

Work in the public right of way shall be done in accordance with the requirements of the permit issued by the public agency in whose right of way the Work is located in addition to conforming to the Contract Documents. If a permit or traffic control plan is not required, the Work shall conform to the standards set forth in the MUTCD.

The Contractor shall not allow his employees to use private property for any reason or to use water or electricity from such property without providing the City written permission from the owner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing any work or doing any activity on lands outside the public rights of way.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Agency Representative and each of their officers, employees, and agents from all claims or suits for damages occasioned by such work or activity, whether done according to this section and with permission from the Agency or in violation of this section without permission from the Agency. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claims or suits.

The Contractor shall comply with City of Irvine Municipal Code § 5-9-521 Construction Site and Vacant Property Security, and be fully responsible for locating and obtaining permission to use equipment yards or material storage site(s). The Contractor shall assume full responsibility and costs for property rental, site preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner.

If, through the failure of the Agency to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, the Contractor will be paid an amount as the Engineer may find to be a fair and

reasonable compensation for such part of the Contractor's actual loss as, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for as provided in 3-3 with the following exceptions:

- a) The right of way delay factor for each classification of equipment shown in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and Labor Surcharge," current edition at the time of bid opening will be applied to such equipment rental rate.
- b) The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any day.
- c) The days for which compensation will be paid will be the Calendar Days, excluding Saturdays, Sundays and legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of men, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined, as provided herein, and compensation for idle time of men will be determined as provided in 3-3.

If the performance of the Contractor's work is delayed as a result of the failure of the City to acquire or clear right of way, an extension of time determined pursuant to the provisions in 6-6 will be granted.

2-9 SURVEYING.

2-9.2 Survey Service. *DELETE the 1st sentence in the 1st paragraph and SUBSTITUTE with the following:*

The Agency will engage a licensed land surveyor or civil engineer registered in the State of California to perform surveying and calculations required by the Work of this Contract. All survey requests and directions to the survey team will be handled through the Agency Representative.

DELETE the last sentence in the 1st paragraph and SUBSTITUTE with the following:

Staking will be in accordance with Chapter 12 "Construction Surveys" of the State of California, Department of Transportation "Survey Manual." A copy of the Manual is available at http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12_Surveys.pdf.

Any construction stakes required in addition to those listed in the "Survey Manual", or any re-staking required by loss of stakes, or additional costs encountered by significant delays or conditions which cause the use of more difficult survey methods during field operations and which are, in the judgment of the Agency, caused by interference of Contractors' operations, equipment or materials, shall be paid for by the Contractor at the hourly rate schedule of the Agency's surveying firm. Costs shall be deducted from any monies due or to become due the Contractor and any delays due to the replacement or restoration of stakes shall be the responsibility of the Contractor.

The Contractor shall submit to the Agency Representative a completed City of Irvine construction staking form with an assigned sequential number, description of specific items, locations and date required, together with supplemental drawings and/or data as necessary to facilitate surveying as required.

ADD:

2-9.5 Conformity with Contract Documents. The Work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the Contract Documents and his decision as to any allowable deviations therefrom shall be final.

If specific lines, grades, and dimensions are not shown on the Plans, those furnished by the Engineer shall govern.

2-10 AUTHORITY OF BOARD AND ENGINEER. *MODIFY to ADD the following:*

The Contractor is subject to the provisions of Government Code § 8546.7, which provides that this Contract and related documents are subject to the examination and audit of the State Auditor, at the request of the Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Contract.

The Agency reserves the right to audit the Contractor's books, records, and documents related to the Contractor's performance and the Contractor's compliance with all of the terms and conditions of this Contract at any time. Upon request by Agency, Contractor shall prepare and submit to Agency any reports concerning Contractor's performance of the services rendered under this Contract. With 72 hours advance written notice delivered to Contractor, Agency shall have access to the books, records and documents of Contractor related to Contractor's performance of this Contract in the event any audit is requested.

All drawings, documents, and other materials prepared by Contractor in the performance of this Contract:

- a) Shall be the property of Agency and shall be delivered at no cost to Agency upon request of Agency or upon the termination of this Contract, and
- b) Are confidential and shall not be made available to any individual or entity without prior written approval of the Agency.

2-11 INSPECTION. *DELETE in its entirety and SUBSTITUTE with the following:*

Inspection of the Work will be conducted by an Agency Representative and will include monitoring and enforcing compliance of materials, equipment, installations, workmanship, methods and requirements of the Contract Documents.

The Agency Representative shall, at all times, have safe access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the work hours in which inspection is required, the Contractor shall give at least two (2) Working Days written notice to the Agency Representative so that inspection may be made.

All installations which are to be backfilled or otherwise covered will be inspected by the Agency Representative prior to backfilling or covering. The Contractor shall give the Agency Representative a minimum of two (2) days advance notice prior to backfilling or covering any part of the Work.

Work or materials concealed or performed without the prior notice specified above, will be subject to such tests or exposure as may be necessary to prove to the satisfaction of the Engineer, that all materials used and the work done are in strict conformity with the Contract Documents. All labor and equipment necessary for exposing and testing shall be furnished and paid for by the Contractor. The Contractor shall replace, without additional cost to the Agency, any materials or work damaged by exposure or testing.

Defective work shall be made good at the Contractor's expense including any unsuitable materials and equipment that may have been previously inspected by the Agency Representative, and/or that payment therefore has been included in an estimate for payment.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract.

All submittals and correspondence between the Agency and the Contractor, related to inspection of the Work of this Contract, shall be directed to the Engineer.

ADD:

2-11.1 Inspection Requirements. The Contractor shall notify the Agency Representative a minimum of 48 hours before inspection is required.

- a) Unless specified elsewhere in the Special Provisions, inspection of the Work will be provided by the Agency between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, exclusive of Agency holidays. Any inspections requested by or made necessary as a result of the actions of the Contractor beyond the hours stated above shall be paid for by the Contractor at the prevailing rate of 1-1/2 times the regular hourly wage rate, plus 21% for overhead costs.

The Contractor shall submit a request to the Engineer for approval, a minimum five (5) Calendar Days, in advance of inspections requested by or made necessary as a result of the actions of the Contractor on Saturdays, Sundays or Agency and/or Federal holidays. The Contractor shall pay for these inspections at the prevailing rate of 1-1/2 times for Saturdays and 2 times the regular hourly wage rate for Sundays or Agency and/or Federal holidays plus associated overhead costs.

For purposes of this section, the following holidays are observed by the Agency:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

A construction calendar showing the days that each of the above holidays will be observed is available upon request from the Engineer.

- b) The Contractor shall telephone the designated Agency Representative at least two (2) Working Days prior to starting construction or resuming construction following suspension of the Work for any reason.

Prior to commencing any work on the Contract, the Contractor shall submit a completed Inspection Overtime Permit form provided by the City of Irvine.

- c) In addition to any inspection required by Codes and/or Ordinances or Contract Documents, Contractor shall notify the Engineer a minimum of 2 days prior to the permanent concealment of any materials or work. The following list is typical but not all inclusive of such required inspections:
 - 1) Foundation/subgrade material, footing and slab beds
 - 2) Reinforcing for concrete, masonry and plaster
 - 3) Contact surface of concrete forms
 - 4) Concrete and masonry surfaces
 - 5) Piping and conduit
 - 6) Finish grade prior to paving, seeding or planting
 - 7) All soil mixes prior to installation
 - 8) All chemicals and amendments prior to installation or application

2-12 SPECIAL NOTICES. *MODIFY to ADD the following:*

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever, unless served in the following manner:

- a) If the notice is given to the Agency, by personal delivery or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the Agency, postage prepaid and registered.
- b) If the notice is given by the Engineer to the Contractor by personal delivery to said Contractor or to his authorized representative or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or such other address as may have been established for the conduct of the work under this Contract, postage prepaid and registered.
- c) If notice is given to the surety or any other person by personal delivery to said surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person at the address

of said surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

ADD:

2-13 CORRESPONDENCE. Unless specified otherwise or requested by the Engineer, the use of facsimile (fax) machines or internet email for the transmittal of routine correspondence, including submittals, shall not be allowed. The City will allow the use of fax machines or internet email for urgent matters such as notification of change of conditions. Unless otherwise allowed by the Engineer, all faxes or internet email shall be directed to the Engineer. The fax number and internet email address for the Engineer will be provided at the pre-construction meeting. Faxes or internet email received after 2:00 p.m. shall be considered as being received the following working day. All faxes or internet email shall be followed up with a paper copy that is mailed to the Engineer on the same day the fax or internet email is forwarded. The Engineer will not accept any illegible faxed or internet email correspondence.

ADD:

2-14 CONTRACT COORDINATION. The Contractor shall coordinate scheduling, submittals, and the Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

In addition to weekly progress meetings, as required by the Agency, the Contractor shall hold coordination meetings and pre-installation conferences with Agency Representatives and subcontractors to assure coordination of Work.

Should the Agency exercise partial Acceptance or beneficial occupancy of premises, the Contractor shall coordinate access to site to complete work or to correct defective work and work not in strict conformance with Contract Documents to minimize disruption of Agency's activities.

SECTION 3 - CHANGES IN WORK

REVISE as follows:

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. *ADD the following after the 1st paragraph:*

The Contractor may initiate changes by submitting a written Change Order Request to the Engineer containing:

- a) Description of the proposed changes.
- b) Statement of the reason for making the changes.
- c) Reference applicable specifications sections and specific plans in support of the request.
- d) Statement of the effect on the Contract Price and Contract time.
- e) Statement of the effect on the work of separate subcontractors.
- f) Documentation supporting any change in Contract Price or Contract time as appropriate.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency may issue a Change Order for modifications of Work including, but not limited to, the Plans, Specifications, character, quantity or time of Work. Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, and any adjustment in the Contract time of completion.

The Engineer may order minor changes in the Work not involving an increase or decrease in the contract amount, nor involving a change in the time for completion but consistent with the purposes for which the works are being constructed. If the Contractor believes that any order for minor changes in the work involves changes in the Contract Price or time of completion, the Contractor shall not proceed with the minor changes so ordered and shall immediately, upon the receipt of such order, notify the Engineer in writing of his estimate of the changes in the Contract Price and time of completion he believes to be appropriate.

No payment for changes in the Work will be made and no change in the time of completion by reasons of changes in the Work will be made, unless the changes are covered by a written Change Order approved by the Agency in advance of the Contractor's proceeding with the changed work.

Once a Change Order is finalized and executed by both parties, the Contractor waives its right to seek any additional compensation for the work covered by the Change Order or any project impacts. The Contractor agrees that all Change Orders constitutes full payment for the work covered by the Change Orders, including all direct and indirect overhead expenses.

Notwithstanding any other provision in the Contract Documents, the Agency's issuance of a Change Order shall not constitute a waiver by the Agency of, or preclude the Agency in any way from, asserting any claim with respect to the same, including but not limited to, a

claim of breach of contract or claim that the issued Change Order covers work included in the scope of Work set forth in the Contract Documents for which the Contractor was not entitled to any additional funds.

A Change Order is approved when the Agency signs the Change Order.

A Contract Change Order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Contract Change Order not executed by the Contractor, the Contractor shall proceed with the Change Order work in accordance with 3-5 of the Standard Specifications, and submit a written protest to the Engineer within fifteen (15) days after the receipt of the approved Contract Change Order. The protest shall state the points of disagreement citing the Specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Contract Change Order, and that payment shall constitute full compensation for all work included therein or required thereby. Unprotested approved Contract Change Orders will be considered as executed Contract Change Orders.

The Engineer may initiate changes by submitting a Request for Quotation to Contractor. Such request will include detailed description of the change, products, and location of the change in the Work, supplementary or revised Plans and Specifications. Such request is for information only and is not an instruction to execute the changes, or to stop work in progress.

The Contractor shall support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.

On request, the Contractor shall provide additional data to support time and cost computations, labor required, equipment required, products required, recommended source of purchase and unit cost, and quantities required, taxes, insurance and credit for work deleted from Contract, similarly documented, justification for any change in Contract time.

The Contractor shall support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information as follows:

- a) Name of the Agency Representative who ordered the work, and date of the order.
- b) Dates and times work was performed, and by whom.
- c) Time record, summary of hours worked, and hourly rates paid.
- d) Receipts and invoices for equipment used, listing dates and times of use, products used, listing of quantities, and subcontracts.

In lieu of a Request for Quotation, the Engineer may issue a written Field Order for the Contractor to proceed with a change for subsequent inclusion in a Contract Change Order. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Price and any change in Contract time. Agency Representative will sign and date the Field Order as authorization for the Contractor to proceed with the changes. Contractor may sign and date the Field

Order to indicate agreement with the terms therein. Contractor shall proceed with the work so ordered prior to actual receipt of an approved Contract Change Order.

3-2.2 Contract Unit Prices.

3-2.2.1 General. *ADD the following after the 2nd paragraph:*

In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of twenty-five percent of the total cost of such item based on the original quantity and Contract Unit Price.

3-2.2.2 Increases of More than 25 Percent. *MODIFY to ADD the following:*

If payment for units of a bid item that exceeds 125 percent of the price shown on the Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless asked to do so in writing by the Contractor.

3-2.4 Agreed Prices. *ADD the following after the 1st sentence:*

Agreed prices shall be negotiated before commencement of the changed work.

3-3 EXTRA WORK.

3-3.2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

When the price for the extra work cannot be agreed upon prior to the commencement of the work, the Agency will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.2.3 Tool and Equipment Rental. *DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:*

The rates to be used for determining equipment rental costs shall be those rates listed for such equipment in the State of California, Department of Transportation (Caltrans) publication entitled "Equipment Rental Rates and Labor Surcharge", which is in effect on the date upon which the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor, if such may exist, for the use of such equipment. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, the Engineer will establish a suitable rental rate for such equipment. The Contractor may furnish any cost data, which might assist the Engineer in the establishment of such rental rate. Equipment Rental Rates and Labor Surcharge publication is available from Caltrans at <http://www.dot.ca.gov/hq/construc/equipmnt.html>. Rental time will not be allowed while equipment is inoperative due to breakdowns.

Operators of rented equipment will be paid for as provided in 3-3.

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor. *DELETE in its entirety and SUBSTITUTE with the following:*

The following percentages will be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead, increase in Contractor's bonds, administrative expenses and profit on work by the Contractor:

- | | |
|--------------|-----|
| a) Labor | 20% |
| b) Materials | 15% |

- c) Equipment Rental 15%
- d) Other Items and Expenditures 15%

3-3.2.3.2 Work by Subcontractor. *DELETE in its entirety and SUBSTITUTE with the following:*

When any part of the extra work is performed by a subcontractor, of any tier, the markup established in 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work. Contractor markup on subcontractor work shall be limited to five percent.

No payment shall be made for any item not set forth in 3-3.2.3.1 and 3-3.2.3.2, including without limitation, Contractor's overhead, general administrative expense, supervision or damages claimed for delay in prosecuting the remainder of the work.

This provision shall not be construed to preclude the recovery of damages by the Contractor stemming from delay for which the Agency is responsible, which is unreasonable under the circumstances involved, and which was not within the contemplation of the Agency and the Contractor.

3-3.3 Daily Reports by Contractor. *ADD the following after the 1st sentence:*

The Contractor shall notify the Agency Representative at the beginning of each day when extra work is in progress. No payment will be made for work not verified by the Agency Representative.

SECTION 4 - CONTROL OF MATERIALS

REVISE as follows:

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. *ADD the following before the 1st sentence in the 1st paragraph:*
The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Special Provision to be furnished by the Agency.

ADD:

4-1.1.1 Contractor Equipment and Plants. Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project. Such equipment and plants shall be maintained in a good state of repair during the process of the Work. No obsolete or badly worn equipment and plants shall be used. Manufacturer's ratings shall not be exceeded.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure a production rate of sufficient material to carry to completion within the time limit(s) specified in the Contract Documents, if any.

The Contractor, when ordered by the Engineer, shall remove unsuitable equipment from the work site and discontinue the operation of unsatisfactory plants and equipment.

ADD:

4-1.1.2 Adoption or Revision Date for Standards, Codes, and Tests. Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code; specification or test in effect on the day of the Notice Inviting Bids is dated.

In accordance with the Public Contract Code § 3400, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days of Contract award or before ten percent of the Contract Working Days have expired, whichever is less. This time is included in the number of Working Days allowed for the completion of the Work. The Engineer's decision regarding the acceptability of the substitution is final.

Materials, equipment, and supplies provided shall, without additional charge to Agency, fully conform with all applicable local, State and Federal safety laws, rules and regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore on that particular material, equipment or supply as specified.

4-1.3 Inspection Requirements. *ADD the following before the 1st paragraph:*
Materials to be used in the Work will be subject to inspection and tests by the Engineer. The Contractor shall furnish without charge such samples as may be required. The Contractor shall furnish the Engineer a list of his sources of materials and the locations at which such materials will be available for inspection a minimum of twenty (20)

Calendar Days in advance of their intended use. The Engineer may inspect, sample or test materials at the source of supply or other locations, but such inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer has free access at all times to the material to be inspected, sampled or tested. It is understood that such inspections and tests, if made at any point other than the point of incorporation in the Work, in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Agency shall not relieve the Contractor or his suppliers of responsibility for quality control.

Manufacturers' warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract Work.

Reports and records of inspections made and tests performed when available at the site of the Work, may be examined by the Contractor.

4-1.3.1 General. *MODIFY to ADD the following:*

The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Agency assumes no obligation to inspect materials at the source of supply.

4-1.4 Test of Materials. *MODIFY to ADD the following:*

The Contractor shall furnish the Agency Representative with a list of his sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished for such listed sources in advance of their use. The Contractor shall furnish without charge such samples as may be required.

Inspection and tests will be made by the Agency Representative or his designated representative, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as guarantee of acceptance of such materials nor of continued acceptance of materials, presumed to be similar to that upon which inspection and tests have been made.

Tests of materials will be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the Contract Documents. Materials will be sampled and tested at such times during the process of the Work as deemed desirable by the Engineer, the Contractor shall cooperate in obtaining the samples.

ADD:

4-1.4.1 Testing Laboratory. The Contractor shall employ and pay for services of an independent testing laboratory, subject to approval by the Agency, to perform other testing and inspections services required by the Contract Documents.

Prior to start of Work, the Contractor shall submit his testing laboratory name, address and telephone number, and names of full-time registered engineer and responsible officer.

Employment of testing laboratories will in no way relieve Contractor of its obligation to perform the Work in accordance with Contract Documents.

Laboratory field technicians employed by the Agency shall have no authority to release, revoke, alter, or enlarge on requirements of Contract Documents, or to approve, accept or stop any portion of the Work.

The Contractor shall:

- a) Cooperate with laboratory personnel, provide access to work, arrange access to manufacturer's operations.
- b) Provide the laboratory with preliminary representative samples of materials to be tested, in required quantities.
- c) Furnish copies of mill test reports.
- d) Provide casual labor and facilities for access to work being tested; obtain and handle samples at the site; facilitate inspections and tests; provide facilities for the laboratory's exclusive use for storage and curing of test samples.
- e) Coordinate requests for testing through the Agency Representative. Notify Agency Representative a minimum of three (3) Working Days in advance of operations to allow for assignment of personnel and scheduling of tests.
- f) Pay for additional laboratory inspections, sampling and testing required for Contractor's convenience and when initial tests indicate that work does not comply with Contract Documents.
- g) When required by the Contract Documents, submit manufacturer's certificate, executed by responsible officer, certifying that the product(s) meet or exceed specified requirements. Provide certification in duplicate.

4-1.6 Trade Names or Equals. *MODIFY to ADD the following:*

The Contractor shall submit products list in accordance with the following:

- a) Within the time specified in 4-1.1.2 of the Standard Specifications and these Special Provisions, transmit number of copies Contractor needs plus four (4) of a list of major products which are proposed for installation, including name of manufacturer. Tabulate products by specification section number, title and article number.
- b) For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- c) The Engineer will reply in writing, stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

The following limitations shall apply to substitutions:

- a) During the bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this Subsection.

- b) Requests for substitutions of products will be considered only within the time period specified in the Contract Documents. Subsequent requests will be considered only in the case of product unavailability or other conditions beyond control of Contractor. Material delivery schedules will not be considered justification for substitution.
- c) Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request or when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- d) Substitute products shall not be ordered or installed without written acceptance by the Engineer.
- e) Only one request for substitution for each product line will be considered. When substitution is not accepted, provide specified product.
- f) The Engineer will determine acceptability of substitutions.

Requests for substitutions shall conform to the following:

- a) Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
- b) Identify product by specifications section and article numbers. Provide manufacturer's name and address, trade name or product, and model or catalog number. List fabricators and suppliers, as appropriate.
- c) Give itemized comparison of proposed substitution with specified product, listing variations, and reference to specifications section and article numbers.
- d) Give cost data comparing proposed substitution with specified product, and amount of net change to Contract sum.
- e) List availability of maintenance services and replacement materials.
- f) State effect of substitution on construction schedule, and changes required in other work or products.

Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product. The Contractor shall provide the same warranty for the substitution as for the specified product, shall coordinate installation of accepted substitute, making such changes as may be requested for Work to be complete in all respects, certifies that cost data presented is complete and includes all related costs under this Contract and waives claims for additional costs related to substitution which may later become apparent. The Contractor shall submit the number of copies the Contractor needs plus four of request for substitution. For accepted products, submit shop drawings, product data and samples, and tests conducted in accordance with 2-5.3.

ADD:

4-1.10 Agency-Furnished Materials. Materials which are listed as Agency-furnished materials in the Special Provisions will be available to the Contractor free of charge.

The Contractor shall submit a written request to the Engineer for the delivery of Agency-furnished material at least fifteen (15) Working Days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The locations at which Agency-furnished materials will be available to the Contractor free of charge will be designated in the Special Provisions. In those cases, the materials shall be hauled to the site of the Work by the Contractor at the Contractor's expense, including any necessary loading and unloading that may be involved. If the locations are not designated in the Special Provisions, the Agency-furnished materials will be furnished to the Contractor free of charge at the site of the Work. In either case, all costs of handling and placing Agency-furnished material shall be considered as included in the price paid for the contract item involving the Agency-furnished material.

The Contractor shall be responsible for Agency-furnished materials furnished to the Contractor, and shall pay all demurrage and storage charges. Agency-furnished materials, once furnished, delivered, or picked-up by the Contractor, that are lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the Agency for the cost of replacing Agency-furnished materials, and those costs may be deducted from any monies due or to become due the Contractor. All Agency-furnished material that is not used on the Work shall remain the property of the Agency, and the Contractor shall arrange with the Agency Representative for delivery back to the Agency at Contractor's expense.

SECTION 5 - UTILITIES

REVISE as follows:

ADD:

5-0 GENERAL. For purposes of this Section 5, the terms referenced below are defined as follows:

An “unidentified” underground main or trunk line utility is one that is not indicated at all on the Plans, and a “misidentified” underground main or trunk line utility is one that is not indicated on the Plans with reasonable accuracy (a “misidentification”). An underground main or trunk line utility is indicated on the Plans with reasonable accuracy unless its actual location is substantially and materially different from that indicated on the Plans.

The term “rearrangement” of utilities means the relocation, alteration, reinstallation, and/or reconstruction of utilities (including removal of existing utilities incidental thereto) as necessary in order to accommodate the Work. Whenever in this Section 5 reference is made to any one or more of these rearrangement activities, such reference shall be deemed to include all other such activities as required in order to accommodate the Work.

5-1 LOCATION. *MODIFY to ADD the following:*

A list of utility companies that have facilities located within or near the construction area is included in the Special Provisions. The Engineer has endeavored to determine the existence of utility substructures at the site of the Work by reviewing the records of the owners of known utilities in that vicinity and consulting with those owners, and based on that information has indicated on the Plans those utility substructures (except for service connections) that may affect the Work.

The Contractor acknowledges that the utility information provided on the Plans and Special Provisions has not been verified and may not be accurate or complete. Except as expressly provided in this Section 5, the Contractor may not rely upon such utility information and the City assumes no responsibility for its accuracy or completeness. Changed conditions within the scope of 3-4 do not include utilities.

The Contractor shall determine the exact location (both horizontal and vertical), type and size of all existing utilities, including service connections, prior to commencing work which could result in damage to such utilities or could otherwise affect or be affected by such utilities or interfere with the service they provide. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown on the Plans, the Contractor shall assume that every adjacent property parcel will be served by a service connection for each type of utility shown. The Contractor shall do such investigation, research, surveys and potholing as the Contractor deems necessary to make such determinations. The Contractor shall immediately notify the Engineer as to any utility discovered by it which is in a different position than indicated on the Plans or is not indicated at all on the Plans.

The Contractor's cost of locating any unidentified or misidentified underground main or trunk line utility will be paid for as an addition to the Work in accordance with Section 3; provided, however, that the Contractor will not be entitled to such additional compensation if the existence and location (with reasonable accuracy) of such utility was (or should have been) known to the Contractor as of the date on which the Bids were due or could

otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. The cost of locating all other utilities shall be considered as included in prices in the Bid for other items of the Work.

The information regarding underground and internal utilities and appurtenances which the Contractor is required to record in the Record Documents as specified in 7-16 shall include (but not be limited to) the accurate locations of underground utilities determined pursuant to this 5-1 and remaining in place, as well as utilities rearranged by either the Contractor or the utility owners.

At least two (2) Working Days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California [USA] at 1-800-422-4133) to obtain an inquiry identification number. The Contractor shall comply in all respects with California Government Code § 4216 *et seq.*

Caltrans is not required by Section 4216 *et seq.* to become a member of the regional notification center. The Contractor shall contact Caltrans for the location of its subsurface installations. In addition, the Contractor shall be aware that non-pressurized sewer lines, non-pressurized storm drains, and other non-pressurized drain lines are not required by § 4216 *et seq.* to be marked by the respective owners. The Contractor shall contact those utility owners as necessary to locate their subsurface installations.

The Contractor shall request the City of Irvine Traffic Operations Division at 949-724-7649 to locate any existing traffic signal conductors and interconnect within the construction area before performing Work that may affect or be affected by the existing facilities.

Except as expressly provided in this Section 5 with respect to unidentified or misidentified underground main or trunk line utilities, the failure of any utility company to accurately mark its facilities shall not be justification for a time extension or for additional compensation from the City.

The Contractor shall obtain photographs of all markings made by its forces as well as all USA markings. All such photographs shall show the subject markings in relation to one or more identifiable landmarks that will remain in place after completion of the Work and completion of any utility removal and/or rearrangement work in the vicinity.

The right is reserved to governmental agencies and to the owner of utilities to enter at any time upon any street, alley, right of way, or easement for the purpose of maintaining and making repairs to their property.

5-1.2 Payment. *DELETE in its entirety and SUBSTITUTE with the following:*

Payment for utility location by the Contractor shall be included in the various items of work and no additional compensation will be allowed therefor.

5-2 PROTECTION. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner or direction from the Engineer. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities potentially impacted by the Work, the Contractor shall, unless otherwise specified on the Plans or in the Special Provisions, furnish and place the necessary protection and support.

Any additional cost incurred by the Contractor for protecting and supporting an unidentified underground main or trunk line utility or resulting from the misidentification of an underground main or trunk line utility will be paid for as an addition to the Work in accordance with Section 3, unless such utility's existence and location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. The cost of protecting and supporting all other utilities shall be considered as included in prices in the Bid for other items of the Work.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged in the course of the Work. The Contractor shall, if directed by the Engineer, restore, repair or replace any such disturbed or damaged utility.

For any unidentified or misidentified underground main or trunk line utility that is disturbed or damaged in the course of the Work, the cost of restoration, repair or replacement incurred by the Contractor, if not made necessary by the Contractor's failure to perform its obligations pursuant to the Contract Documents (including without limitation Section 5-1) or to otherwise exercise reasonable care, will be paid for as an addition to the Work in accordance with Section 3. Except where additional compensation is allowed pursuant to this paragraph, all utilities disturbed or damaged in the course of the Work shall be restored, repaired or replaced at the Contractor's cost and expense, either by the utility owner or by the Contractor.

To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any claims or liabilities (as defined therein) that may be asserted or claimed by any person or entity arising out of any disturbance or damage to utilities caused by the act or omission of the Contractor, whether or not such utilities are accurately marked either on the Plans or by the utility owner in the field, and whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding any such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. All claims and liabilities for which the Contractor is responsible pursuant to this paragraph are sometimes referred to herein as "Utility Damage Claims."

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

- a) Furnish and install a 2-inch (50 mm) cushion of expansion joint material or other similar resilient material; or
- b) Provide a sleeve or other opening which will result in a 2-inch (50 mm) minimum-clear annular space between the concrete and the utility; or
- c) Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for a structure which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other

cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer, shall arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system, and shall implement such procedures at the Contractor's expense.

5-4 RELOCATION. *DELETE in their entirety 2nd and 3^d paragraphs and SUBSTITUTE with the following:*

If utilities are found to interfere with the Work after award of the Contract, such utilities will be rearranged by the respective utility owners, or the Engineer may order the Contractor to perform such rearrangement, as an addition to the Work in accordance with Section 3. Alternatively, the Engineer may order changes in the Work to avoid such interference, in accordance with Section 3. All work by the Contractor on utilities shall be done to the reasonable satisfaction of the utility owner as well as complying with the requirements of the Contract Documents.

When the Plans or Special Provisions provide for the Contractor to rearrange a utility as part of the Work, all costs for such work shall be considered included in the Bid for the items of work necessitating such work. However, if an underground main or trunk line utility to be rearranged by the Contractor is misidentified in the Plans, any additional cost incurred by the Contractor for such work resulting from the misidentification shall be treated as an addition to the Work in accordance with Section 3, unless the utility's location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. Except as provided in this paragraph, the Contractor shall not be entitled to any additional compensation on account of inaccuracies in the Plans with respect to rearrangements of utilities that are included in the Work.

Temporary or permanent rearrangement of utilities requested by the Contractor for its convenience shall be its responsibility and the Contractor shall make all arrangements necessary for such work and bear all related costs. The Contractor shall not be entitled to any additional compensation on account of any such utilities or work.

ADD the following at the beginning of the last paragraph:

The provisions of this paragraph are subject to the provisions of the previous paragraph. Where the Plans or Special Provisions provide for the Contractor to rearrange any service connections, such work is considered included in the Bid for the items of work necessitating such work.

5-5 DELAYS. *DELETE in its entirety and SUBSTITUTE with the following:*

The construction schedule developed in accordance with 6-1 shall allow adequate time for the necessary protection, removal and rearrangement of utilities by either the utility owner or the Contractor, as applicable. For work to be performed by a utility owner, the construction schedule shall allow for the time period required by the utility owner for such work. The Contractor shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or rearrangement of utilities, and shall obtain the Engineer's approval of such changes.

The Contractor will not be entitled to any extensions of the Contract time or compensation for damages incurred due to delays attributable to utilities at the site of the Work except as

otherwise provided in 6-6.1 or as provided below. Delays described below will not be considered delays for which the City is responsible within the meaning of 6-6.3.

- a) Subject to 6-6.2 and 6-6.4, the Contractor shall be entitled to an extension of the Contract time to the extent that any delay in the Work is directly attributable to an unidentified underground main or trunk line utility or the misidentification of an underground main or trunk line utility in the Plans, unless the utility's location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. If the Contractor is entitled to such a time extension, the Contractor also shall be entitled to compensation for idle time of equipment on account of such delay, determined by the Engineer in the same manner as determinations are made for equipment used in the performance of Extra Work in accordance with Section 3. The Contractor shall not be entitled to any other compensation or damages on account of such delay.
- b) The Contractor may be given an extension of time (but no additional compensation) for unforeseen delays attributable to failure of a utility owner to complete utility rearrangement work within the time period reasonably scheduled for such work in the construction schedule, or to timely complete utility rearrangement work which the Contract Documents indicate will be completed in advance of the Contractor's construction operations.

The Contractor shall not be entitled to any time extension or additional compensation for any delays or losses described in 5-5: (a) to the extent resulting from the Contractor's actions or omissions or which could have been avoided by any reasonable means, such as the judicious handling of forces, equipment or plant, or (b) arising in connection with utilities being rearranged for the Contractor's convenience. The determination of what damages the Contractor could have avoided will be made by the Engineer.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations described in 5-5. Delays described in 5-5 are not considered right of way delays within the scope of 2-8.

ADD:

5-7 CONTRACTOR RESPONSIBILITIES.

The Contractor shall:

- a) Cooperate with utility personnel; provide access to work site.
- b) Coordinate Work of the Contract with affected utilities. All USA markings shall be removed after completion of the work for which the markings were provided, and before Agency's Acceptance and/or approval of the Work.
- c) Asphalt concrete pavement not overlaid or slurry sealed as part of the project bid items which is damaged by trenching, potholing or where the contractor otherwise damages pavement shall be slurry sealed after the pavement section is repaired. "Perpendicular" street cuts shall be slurry sealed ten (10) feet each side of the cut and for "longitudinal" cuts shall be slurry sealed from pavement lane to pavement lane line for the entire damaged area or as directed by the Agency Representative. Type I slurry shall be used on non-arterial streets and

Type II slurry shall be used on arterial streets. Damaged traffic striping, legends and markers shall also be replaced if damaged. "Patchwork" application of slurry shall be avoided by joining closely grouped areas of slurry applications. Compensation for this requirement shall be considered as included in the prices paid for the related items of work and no additional compensation will be allowed therefor.

ADD:

5-8 PERMANENT UTILITIES. Contractor shall contact and make all arrangements with utility owners and coordinate all provisions for installation and connection of all permanent utilities that are necessary for the Work, such as, but not limited to, natural gas, electricity, water, sewer, and telephone. All costs for such installation and connection, as well as costs for operating permanent utilities prior to acceptance of the Work by the Agency, shall be considered as included in the prices in the Bid for the related items of work.

5-8.1 UTILITY CONTACT & CONSTRUCTION TABLE.

Utility Company	Contact/Phone	Estimated Construction Window / Duration in Working Days ¹	Work Description Includes But Is Not Limited To:
AT&T	Ernest Estacio/714-618-9128	N/A	Protect-In-Place
City of Irvine	Rick Torres/949-724-7653	N/A	Protect-In-Place
Cox Communications	James McBryde/626-241-0948	N/A	Protect-In-Place
IRWD	Belisario Rios/949-453-5394	N/A	Protect-In-Place
OCFCD	Andy Ngo/714-667-8839	N/A	Protect-In-Place
SCE	Darren Halvorson/949-458-4424	5	Adjust Electrical Box
SCG	Richard Clendineng/714-634-3262	N/A	Protect-In-Place

The construction durations listed represent total accumulated time for the installation / relocation of the utilities. It is anticipated that each utility will require multiple mobilizations to complete their work in conjunction with the Contractor's operations. The following additional information is provided to facilitate coordination between the Contractor and each respective utility company:

The existing Southern California Edison (SCE) utility box located near station "A" 10+75 requires adjustment. SCE will rotate the box such that it does not encroach over the sidewalk. The Contractor must coordinate their schedule with SCE. SCE will perform this work themselves.

¹ Note: Working days include multiple mobilizations.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

REVISE as follows:

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall begin the Work on or before the date stipulated in the Notice to Proceed and shall diligently prosecute the Contract to completion within the time limit provided in the Contract.

The Contractor shall notify the Agency Representative of his intent to begin work at least two (2) Working Days prior to the start of any work.

The Contractor may, upon written approval from the Agency, begin work in advance of the date in the Notice to Proceed; however, **no work shall be started in advance of the completed execution of the Contract and approval of the construction progress schedule by the Agency.** The Agency may, but shall not be required to, provide access to the site prior to the date specified in the Notice to Proceed.

6-1.1 General. Within ten (10) days after the date of the City's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The construction schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to, estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, utility relocation efforts, procurement of materials and scheduling of equipment.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Notwithstanding any other provisions of the contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of the Notice to Proceed. The City's knowledge of work performed prior to the delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide the required contract bonds and evidences of insurance prior to commencing work at the site.

6-1.2 Definitions. The following definitions shall apply to this section:

- a) **ACTIVITY** — a task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.
- b) **BASELINE SCHEDULE** — the initial schedule representing the Contractor's work plan on the first working day of the project.

- c) **CONTRACT COMPLETION DATE** — the current extended date for completion of the contract shown on the Weekly Statement of Working Days furnished by the Engineer in conformance with the provisions in 6-7.
- d) **CRITICAL PATH** — the longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.
- e) **CRITICAL PATH METHOD (CPM)** — a network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.
- f) **DATA DATE** — the day after the date through which a schedule is current. Everything occurring earlier than the data date is “as-built” and everything on or after the data date is “planned.”
- g) **FLOAT** — the difference between the earliest and latest allowable start or finish times for an activity.
- h) **FRAGNET** — a fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule, to demonstrate either added scope, or a change and the corresponding impact. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities.
- i) **MILESTONE** — an event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.
- j) **NEAR CRITICAL PATH** — a chain of activities with total float exceeding that of the critical path but having no more than ten (10) Working Days of total float.
- k) **SCHEDULED COMPLETION DATE** — the planned project finish date shown on the current accepted schedule.
- l) **TOTAL FLOAT** — the amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
- m) **UPDATE SCHEDULE** — a current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

6-1.3 General Requirements. The Contractor shall meet with the Engineer on a date mutually agreed by the parties with the intent of discussing the schedule requirements. This meeting shall happen before the Contractor begins the work on the Baseline schedule.

The Contractor shall submit to the Engineer baseline, monthly update, look-ahead schedules and final update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule.

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 and schedule data as parts of each schedule submittal.

The schedule shall be prepared using the latest version of Oracle's Primavera P6 scheduling tool or approved equal. Any tool other than Primavera shall first require approval from the Engineer.

The Contractor shall not sequester float through strategies such as extending activity duration estimates to consume available float, using preferential logic, using extensive crew/resource constraints, using special lead/lag logic restraints, using imposed dates or other float suppression techniques.

Schedules shall include, but not be limited to, applicable activities that show the following:

- a) Project characteristics, salient features, or interfaces, including those with outside entities that could affect time of completion.
- b) Project start date, scheduled completion date and other milestones.
- c) Work performed by the Contractor, subcontractors and suppliers.
- d) Submittal development, delivery, review and approval, including those from the Contractor, subcontractors and suppliers.
- e) Procurement, delivery, installation and testing of materials, plants and equipment.
- f) Testing and settlement periods.
- g) Utility notification and relocation.
- h) Erection and removal of false work and shoring.
- i) Lane closures, ramp closures, etc.
- j) Major traffic stage switches.
- k) Finishing roadway and final cleanup.
- l) Schedule shall further include the following:
 - 1) A clear and legible description for each activity.
 - 2) A detailed Work Breakdown Structure (WBS) or Activity Coding Structure, sufficient to clearly organize, sort and filter activities as needed.
 - 3) A duration of not less than one (1) Working Day, except for event activities, and not more than twenty (20) Working Days, unless otherwise authorized by the Engineer.
 - 4) At least one predecessor and one successor activity, except for project start and finish milestones.
 - 5) Required constraints.

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 corrected by the Contractor and resubmitted to the Engineer within five (5) Working Days of notification by the Engineer, at which time a new review period of one week will begin.

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

The Contractor shall include the following for each schedule submittal:

- a) Two sets of originally plotted, time-scaled network diagrams.
- b) Two copies of a narrative report.
- c) Two copies of each of three (3) sorts of the CPM software-generated tabular reports.
- d) Electronic copy of the schedule data.

The time-scaled network diagrams shall conform to the following:

- a) Show a continuous flow of information from left to right.
- b) Be based on early start and early finish dates of activities.
- c) Clearly show the primary paths of criticality using graphical presentation.
- d) Include a title block and a timeline on each page.

Tabular reports shall be software-generated and provide information for each activity included in the project schedule. Three different reports shall be sorted by (1) activity ID, (2) early start and (3) total float. Tabular reports shall be 8 1/2" x 11" in size and shall include, as a minimum, the following applicable information:

- a) Data date
- b) Activity number and description
- c) Predecessor and successor activity and numbers and descriptions
- d) Activity codes
- e) Scheduled, or actual and remaining durations (work days) for each activity
- f) Earliest start (calendar) date
- g) Earliest finish (calendar) date
- h) Actual start (calendar) date
- i) Actual finish (calendar) date
- j) Latest start (calendar) date
- k) Latest finish (calendar) date
- l) Free float (working days)
- m) Total float (working days)
- n) Percentage of activity completed and remaining duration for incomplete activities
- o) Lags

p) Required constraints

Schedule submittals will only be considered complete when all documents and data have been provided as described above.

6-1.4 Computer Software. The software shall be the current version of Oracle's Primavera P6 for Windows or equal. If the Contractor proposes to use a different software than Primavera, the Contractor shall submit to the Engineer for approval a description of proposed software. All software shall be compatible with the latest Windows operating system.

The Contractor shall furnish schedule software and all original software instruction manuals to the Engineer with submittal of the baseline schedule. The furnished schedule software will be returned to the Contractor upon Project Acceptance.

The Contractor shall instruct the Engineer in the use of the software and provide software support until the contract is accepted. Within twenty (20) Working Days of approval of the Contract, the Contractor shall provide a commercial 16-hour training session and training manuals for 3 City employees in the use of the software at a location acceptable to the Engineer. It is recommended that the Contractor also send at least 3 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software.

6-1.5 Schedule Submittals, Network Diagrams and Reports.

The Contractor shall:

- a) Submit the Baseline Schedule within twenty (20) Working Days after the approval of the Contract. Review 6-1.6 for more details on the Baseline Schedule requirements.
- b) Contractor shall incorporate any revisions deemed necessary by the City after the City's review of the Baseline Schedule.
- c) Once the City approves the Baseline Schedule, the Contractor shall submit two (2) color plots on "E" size sheets (approximately 34" x 44") of each required schedule, four (4) copies of the schedule in 11" x 17" format. A computer copy of the schedule data in the native file format should also be presented.
- d) Submit the Monthly Updated Schedules and reports along with the computer copy of the schedule file, on or within the first working day of each month. The Monthly Updated Schedule shall incorporate the Project's actual progress (or as-built information) as of the data date indicated on the update into the Baseline Schedule or the latest monthly update as appropriate.
- e) Submit a 3-Week Look-Ahead Schedule weekly and at every progress meeting during construction.
- f) Submit Final As-Built Schedule upon completion of the entire Project.

6-1.6 Baseline Schedule. The Contractor shall submit to the Engineer a baseline schedule within ten (10) days after the date of the City's execution of the Contract. The Contractor shall allow three (3) weeks for the Engineer's review after the baseline schedule and all support data are submitted. Beginning the week the baseline schedule is first submitted, the Contractor shall meet with the Engineer weekly to discuss and resolve schedule issues until the baseline schedule is accepted.

The baseline schedule shall include the entire scope of work and shall show how the Contractor plans to complete all work contemplated. The baseline schedule shall clearly identify the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum. Not more than 30 percent of the baseline schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer. The baseline schedule shall not extend beyond the number of Working Days originally provided in these Special Provisions. The baseline schedule shall have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule shall not attribute negative float or negative lag to any activity.

Each baseline schedule submittal shall include the following:

- a) A Baseline Narrative report which must include the following information:
 - 1) Explanation of the Contractor's general approach to this project and an explanation of what the Contractor considers as key factors to successfully complete the project within the contractual time.
 - 2) A brief explanation of where the work will begin and the how the work and crews will flow through the project.
 - 3) Describe how the Agency's jurisdictional requirements regarding working times and lane closures have been factored in the schedule.
 - 4) A general explanation of the anticipated workdays per week, number of shifts per day, number of hours per shift, and holidays observed.
 - 5) A description of problems, risks or issues anticipated.
 - 6) Typical crew sizes and major equipment to be used in the job.
 - 7) Long lead items.
- b) Hard copy of the schedule in 11" x 17" format.
- c) Color plots in "E" sheet (Approximately 34" x 44".)

6-1.7 Update Schedule. The Contractor shall submit an update schedule and meet with the Engineer to review contract progress, on or before the first day of each month, beginning one month after the baseline schedule is accepted. The Contractor shall allow two (2) weeks for the Engineer's review after the update schedule and all support data are submitted, except that the review period shall not start until any previous month's required schedule is accepted. Update schedules that are not accepted or rejected within the review period will be considered accepted by the Engineer.

The update schedule shall have a data date of the last date of the reporting period month or other date established by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as planned. The following shall be included with each monthly update:

- a) The electronic copy of the schedule file in the native file format.
- b) Hard copies of the schedule in 11" x 17" format and color plots in "E" sheet size.
- c) A critical path report, showing only the longest path in the project.
- d) A list and detailed description of all changes made to the schedule.

- e) A narrative report. The narrative report shall be organized in the following sequence with all applicable documents included:
- 1) Contractor's transmittal letter.
 - 2) Work completed during the period.
 - 3) Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than days or hours.
 - 4) Description of the critical path method.
 - 5) Changes to the critical path and scheduled completion date since the last schedule submittal.
 - 6) Description of the problem areas.
 - 7) Current and anticipated delays:
 - (a) Cause of Delay.
 - (b) Impacts of delay on other activities, milestones and completion dates.
 - (c) Corrective action and schedule adjustments to correct the delay.
 - 8) Pending Items and status thereof:
 - (a) Permits
 - (b) Change Orders
 - (c) Time adjustments
 - (d) Non-compliance notices
 - 9) Reasons for an early or late schedule completion date in comparison to the contract completion date.

6-1.8 Look-Ahead Schedule. The Contractor shall prepare and issue a 3-Week Look Ahead schedule to provide a more detailed day-to-day plan of upcoming work identified on the Baseline/Monthly Update. Each task in the Look Ahead Schedule shall be referenced back to a relevant Activity ID on the Master Schedule (Either the Baseline or the latest Monthly Update). Activities shall not exceed five (5) Working Days in duration and have sufficient level of detail to assign crews, tools and equipment required to complete the work. The Contractor shall update this schedule weekly.

6-1.9 Time Impact Analysis (TIA). The Contractor shall submit a written TIA to the Engineer with each request for adjustment of contract time, or when the Contractor or Engineer consider that an approved or anticipated change may impact the critical path or contract progress. The Contractor shall submit the TIA for review within ten (10) Working Days after the date of the alleged delay impact to the schedule or within ten (10) Working Days after receiving a written request for TIA from the Engineer. Delays of any non-critical Work shall not be the basis for an extension of Contract time until the delays consume the float associated with that non-critical work activity and cause the work activity to become critical. The City will not grant time extensions unless substantiated by the CPM Schedule, and then not until the project float becomes zero. If the Contractor fails to submit a TIA within the aforementioned time specified, then the

City shall deem the Contractor to have agreed that there is no time impact and that the Contractor has irrevocably waived its rights to any additional Contract time.

For each TIA the Contractor shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each TIA shall be in a form and content suitable to the Engineer and include the following:

- a) The TIA shall illustrate the impacts of each change or delay on the current schedule completion date or internal milestones, as appropriate.
- b) The TIA shall include a written narrative. The narrative shall detail the proposed methodology for creating the Fragnet, include a chronology of events leading to the delay, and an explanation of how the delay impacted the critical path.
- c) The analysis shall use the accepted schedule that has a data date closest to and prior to the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions prior to the event, the accepted schedule shall be updated to the day before the event being analyzed.
- d) The TIA shall include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and completion date of the accepted schedule, the difference between schedule completion dates of the two schedules shall be equal to the adjustment of Contract time. The Engineer may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in Contract time until the Contractor provides the TIA.

The Contractor shall allow the Engineer 2 weeks after receipt to approve or reject the submitted TIA. If the TIA is accepted, the contract completion time shall be adjusted accordingly. All approved TIA schedule changes shall be shown on the next update schedule.

If the TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. If agreement is not reached, the Contractor will be allowed 15 days from the meeting with the Engineer to give notice in conformance with the provisions in Section 3. The Contractor shall only show actual as-built work, not unapproved changes related to the TIA, in subsequent update in schedules. If agreement is reached at a later date, approved schedule changes shall be shown on the next update schedule.

6-1.10 Final Update Schedule. The Contractor shall submit a final update, as-built schedule with actual start and finish dates for the activities, within thirty (30) Calendar Days after completion of the Work. The Contractor shall provide a written certificate with this submittal signed by the Contractor's project manager and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

6-1.11 Retention. The City will retain an amount equal to 25 percent of the estimated value of the Work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these Special

Provisions as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this section, "Progress Schedule (Critical Path Method)," will be released for payment. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

6-1.12 Payment. Payment for **CONSTRUCTION SCHEDULE (CRITICAL PATH METHOD)** shall be at the contract unit price per **Lump Sum (LS)** and shall include full compensation for furnishing all labor, materials, equipment, and incidentals, including computer software, and for doing all the work involved in preparing, furnishing, and updating schedules, and instructing and assisting the Engineer in the use of computer software, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for the construction schedule (critical path method) contract item will be made progressively as follows:

- a) A total of 25 percent of the item amount will be paid upon achieving all of the following:
 - 1) Completion of 5 percent of all contract item work.
 - 2) Software training for Agency staff.
 - 3) Acceptance of all schedules and any time impact analyses required at the time 5 percent of all contract item work is complete.
- b) A total of 50 percent of the item amount will be paid upon completion of 25 percent of all contract item work and acceptance of all schedules and time impact analyses required at the time 25 percent of all contract item work is complete.
- c) A total of 75 percent of the item amount will be paid upon completion of 50 percent of all contract item work and acceptance of all schedules and time impact analyses required at the time 50 percent of all contract item work is complete.
- d) A total of 100 percent of the item amount will be paid upon completion of all percent of all contract item work and acceptance of all schedules and time impact analyses required at the time all percent of all contract item work is complete, and submittal of the certified final update schedule.

If the Contractor fails to complete any of the work or provide any of the schedules required by this section, the Engineer shall make an adjustment in the compensation in conformance with the provisions in Section 3 "Changes of Work," of the Standard Specifications for the work not performed. Adjustments in compensation for schedules will not be made for any increased or decreased work ordered by the Engineer in furnishing schedules.

Should the Contractor fail to meet the requirements under 6-1 of these Special Provisions, the Engineer reserves the right to withhold payment for work being performed. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform

sufficiently to meet these schedules, City may withhold or deny payment for work being performed.

6-2 PROSECUTION OF THE WORK.

ADD:

6-2.1 Time of Completion and Forfeiture Due to Delay. The Contractor shall complete the Work called for under the Contract within the time set forth in the Special Provisions.

In accordance with Government Code § 53069.85, Contractor agrees to forfeit and pay to the Agency the amount per day set forth in the Contract for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Agency has endeavored to identify all areas of the site which may contain hazardous waste, as defined by Health and Safety Code § 25117, and unless otherwise noted said hazardous waste in these areas has been mitigated. However, the parties expressly acknowledge the possibility of the existence of further hazardous waste not previously identified. If, during the course of his work, the Contractor encounters any such hazardous waste, he shall promptly notify the Agency through its designated representative. If the material is indeed "hazardous waste" pursuant to Health and Safety Code § 25117, the Agency has the option to have the mitigation work performed by the Contractor or by a separate contract from the work being performed. If the Contractor performs said mitigation work, the cost will be paid for as an addition to the work in accordance with Section 3. To the maximum extent permitted by law, the Agency shall not be liable for any damages beyond an appropriate time extension for delays occasioned by the existence of hazardous waste conditions contemplated herein.

No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (including but not restricted to acts of nature or of the public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather). Any such delays, except for acts of the Agency, shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be an extension of time obtained in accordance with this section.

The Contractor shall, within ten (10) Calendar Days from the beginning of any such delay, notify the Agency Representative in writing of the cause of delay, whereupon the Agency Representative will ascertain the facts and extent of the delay and extend the time for completing the Work if, in his judgment, the findings of the fact justify such an extension, and the Agency Representative's findings of facts thereon shall be final and conclusive.

ADD:

6-2.2 Order of Work Requirements. When required by these Special Provisions or the Plans, the Contractor shall follow the sequence of operations and restrictions as set forth therein.

The Work shall be performed in conformance with the staging of construction shown on the Plans and indicated below. Subject to approval by the Engineer, non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction. The Engineer's approval of any Contractor-requested modifications to the order of work or staging of the work shall not be grounds for a Change Order request or time extension request by the Contractor. If the Contractor deviates from the specified order of work or the staging plans, it does so at its own risk and shall assume all time impacts and cost associated with such deviations.

The order of work described below is not intended to include all work items necessary to complete a particular construction stage and serves to only summarize the order of major work items.

- a) The Contractor shall order the bridge items and any other long lead-time materials so as to avoid delays. The Contractor shall take into consideration the time required for the design and fabrication of the pedestrian bridge, **which is estimated to take approximately 14 weeks.**
- b) The Contractor shall furnish the Engineer a statement from each vendor, confirming that the material orders were received and accepted by the vendor.
- c) The Contractor shall contact all utilities affected by the project and initiate utility coordination/relocation. SCE will perform the adjustment of the electrical box.
- d) The Contractor shall develop the construction schedule and submit to the Engineer for review and approval.
- e) USA and pothole to locate existing utilities.

6-3 SUSPENSION OF THE WORK.

6-3.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

The Engineer shall have the authority to suspend the Work wholly or in part, for any time period as the Engineer deems necessary in the interest of Agency, for Agency's convenience, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the Work wholly or in part. The suspended work shall be resumed as ordered or approved in writing by the Engineer.

Resumption of work shall be predicated on receipt of the following from the Contractor:

- a) A revised schedule showing each task yet to be accomplished and the time line to accomplish each – until final completion.
- b) The work force projections attached to each task listed per workweek.
- c) The cost expenditures attached to each task summarized per each workweek.

- d) Lien releases from each subcontractor, supplier, and vendor to which the Contractor has requested materials, equipment or any other service recognizing the payments received.
- e) An Income and Expense Statement projecting how the Contractor will finance the remainder of the project.

Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-6.3. For purposes of 6-6.3, delays resulting from suspensions ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, shall not be delays for which the Agency is responsible.

In the event that a suspension of Work is ordered as provided above, the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in 7-10, and as specified in these Special Provisions. In the event that the Contractor fails to perform the work above specified, the Agency will perform that work and, if the suspension is due to Contractor's failure to carry out orders given or to perform any provision of the Contract, the cost thereof will be deducted from monies due or to become due the Contractor.

If a suspension of work is ordered by the Engineer, in accordance with this subsection, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in 6-7.2.

The suspension of Work shall not relieve the Contractor of the responsibilities as set forth in the Contract Documents.

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT. *ADD the following:*

In the event this Contract is terminated for grounds which are later determined not to justify a termination for breach, such termination shall be deemed to constitute a Termination of the Contract for Convenience pursuant to 6-5.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency reserves the right to terminate the Contract at any time upon a determination by the Engineer that termination of the Contract is in the best interest of the Agency.

If the Agency elects to terminate the Contract, the termination of the Contract and the total compensation payable to the Contractor shall be governed by the following:

- a) The Engineer will issue the Contractor a signed written notice, specifying that the Contract is to be terminated. Upon termination of the Contract, the Contractor will be relieved of further responsibility for damage to the Work (excluding materials) as specified in 4-1.2 of the Standard Specifications, 7-16 of these Special Provisions and, except as otherwise directed in writing by the Engineer, the Contractor shall:
 - 1) Stop all work under the Contract except that specifically directed to be completed prior to Acceptance.

- 2) Perform work the Engineer deems necessary to secure the project for termination.
 - 3) Remove equipment and plant from the site of the Work.
 - 4) Take action that is necessary to protect materials from damage.
 - 5) Notify all subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
 - 6) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.
 - 7) Dispose of materials not yet used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the Agency with good title to all materials purchased by the Agency hereunder, including materials for which partial payment has been made as provided in 9-3.2 and with bills of sale or other documents of title for those materials.
 - 8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Agency all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - 9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
 - 10) Take other actions directed by the Engineer.
- b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:
- 1) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in 9-3.2 and for materials furnished by the Agency for use in the Work and unused shall terminate when the Engineer certifies that those materials have been stored in the manner and at the locations the Engineer has directed.
 - 2) The Contractor's responsibility for damage to materials purchased by the Agency subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the Agency.

When the Engineer determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Engineer will formally accept the Contract, and immediately upon and after the

acceptance by the Engineer, the Contractor will not be required to perform any further work thereon.

- c) Termination of the Contract shall not relieve the surety of its obligation for any just claims arising out of the work performed.
- d) Where Agency terminates the Contract for Agency's convenience and not due to the fault of Contractor, the total compensation to be paid to the Contractor shall be determined by the Engineer based on the following:
 - 1) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When, in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the Plans and Specifications and the excessive actual cost shall be disallowed.
 - 2) A reasonable allowance for profit on the cost of the work performed as determined under part (1) above, provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
 - 3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Agency or otherwise disposed of as directed by the Engineer.
 - 4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in conformance with the provisions in this Section 6-5, shall be open to inspection or audit by representatives of the Agency at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the Work by the Agency, the Engineer may make payments on the basis of interim estimates pending issuance of the final estimate in conformance with the provisions in 9-3.2 and 9-4, when, in the Engineer's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the final estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

THE PROVISIONS IN THIS SECTION 6-5 SHALL BE PHYSICALLY INCLUDED IN ALL SUBCONTRACTS.

6-6.2 Extension of Time. *DELETE in its entirety and SUBSTITUTE with the following:*
The Agency may extend the time fixed for completion of the Work under the Contract from time to time. All applications for extensions of time shall be in writing and shall be filed with the Agency before the expiration of the original time fixed in the Contract or as previously extended.

An extension of time may be granted by the Agency after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract nor effect forfeitures due to delay.

No extension of time will be granted for delays that are not on the critical path.

6-8.1 Completion. *DELETE in its entirety and SUBSTITUTE with the following:*
When the Contractor considers the Work, or a designated portion of Work, if specified in the Contract Documents, is complete, the Contractor shall submit a written request to the Engineer for inspection. By submittal of such request, Contractor certifies that:

- a) Contract Documents have been reviewed by the Contractor.
- b) Work has been completed in accordance with Contract Documents and is ready for inspection.
- c) Equipment and systems have been tested, adjusted/balanced and are fully operational.

The Contractor shall submit the request a minimum of five (5) Working Days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during the Contract period to complete inspections and make any corrections. Each day beyond the time prescribed to complete the Contract will be subject to assessment of liquidated damages in accordance with 6-9.

Should Agency Representative's inspection find Work incomplete, Agency Representative will notify the Contractor in writing, listing observed deficiencies. The Contractor shall remedy listed deficiencies immediately and send a request for final inspection. Failure of the Contractor to remedy deficiencies may, at the Agency's option, result in reinspection(s) of the work to identify additional deficiencies, if any. Agency's costs associated with reinspection(s) are subject to provisions of 6-8.2.

When the Agency confirms Work is complete and, closeout submittals, as referred to in 6-8.3 have been provided, Agency Representative will notify Contractor of date of completion on the Weekly Statement of Working Days.

ADD:

6-8.4 Reinspections. Should status of completion of Work require reinspection(s) by Agency due to failure of the Contractor to make corrections on initial inspection, Agency may deduct the amount of compensation for reinspection services from final payment to Contractor. Observed deficiencies in excess of ten (10) will be reason for reinspection.

Inspections initiated at the request of the Agency will not be subject to provisions of this Subsection.

ADD:

6-8.5 Closeout Submittals.

Contractor shall submit:

- a) Project Record Documents clearly marked with all changes to Plans within thirty (30) Calendar Days of Final Acceptance
- b) Operation and Maintenance Data
- c) Warranties and Bonds
- d) Spare Parts and Maintenance Materials, as specified
- e) Evidence of Payment and Release of Stop Payment Notices
- f) Other data and materials as may be required in the Contract Documents

6-9 LIQUIDATED DAMAGES. *DELETE in its entirety and SUBSTITUTE with the following:*

Liquidated damages shall be as specified in the Contract.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

REVISE as follows:

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General. *MODIFY to ADD the following:*

The Contractor shall render its machinery and equipment inoperable at all times except during actual construction. The Contractor shall be responsible for construction means, controls, techniques, sequences, procedures and construction safety.

ADD:

7-1.1.1 Equipment. Contractor shall stencil or stamp at a clearly visible location on each piece of equipment, except hand tools, an identifying number and:

- a) On compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight.
- b) On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity.

The Contractor shall submit a list describing each piece of equipment and its identifying number before commencement of the Work.

Upon request, the Contractor shall submit manufacturer's information that designates portable vehicle scale capacities.

The Contractor's measuring devices shall be tested and approved under California Test 109 in the Agency's presence or by any of the following:

- a) County Sealer of Weights and Measures
- b) Certified Scale Service Agency
- c) Division of Measurement Standards Official

7-1.2 Temporary Utility Services. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall, at its own expense, make all arrangements to furnish, install and maintain temporary water, electricity, telephone, and sanitary facilities for construction needs throughout construction period. Materials may be new or used, but must be adequate for the purposes intended, and must not violate requirements of applicable codes, specifications or standards.

The Contractor shall maintain systems to provide continuous services, modify, and extend services, as work progress requires. The Contractor shall completely remove temporary materials and equipment when construction needs can be met by use of permanent utility facilities.

The Contractor shall clean and repair damage caused by installation or use of temporary facilities, restore existing facilities used for temporary services to original or better condition, and restore permanent facilities used for temporary services to original condition.

For water, the Contractor shall:

- a) Provide adequate supply of water suitable for construction usage and needs.

Water Source: Irvine Ranch Water District (IRWD)

- a) Obtain meter, inspections and approvals prior to use of existing system.
- b) Comply with IRWD requirements.

Conservation:

- a) Minimize water use whenever possible.
- b) Maintain watering equipment in good working order.
- c) Repair leaks promptly.

When necessary to maintain pressure, provide temporary pumps, tanks and compressors.

For electricity, the Contractor shall:

- a) Provide portable power plants and/or connection to existing system for construction needs.
- b) Source of existing power: Southern California Edison Company (SCE). Prior to connecting to existing system:
 - 1) Obtain permit from City of Irvine, Community Development Department for installation of temporary power pole and/or system.
 - 2) Arrange for required inspections and coordinate temporary meter installation with City and SCE.

For sanitary facilities, the Contractor shall:

- a) Furnish and maintain portable toilet units in a clean, operable and sanitary condition for use by construction personnel.
- b) Place units in conformance with applicable laws, codes and regulations.

Pay all fees and charges for applications, non-City permits and inspections, installations, temporary meters, utility usage, service charges, maintenance, removals and restoration.

Contractor shall use standard products of service companies. At Contractor's option with prior approval by the Agency, patented specialty devices may be used, when in compliance with applicable codes and service company requirements.

7-2.3 Payroll Records. *MODIFY to ADD the following:*

The Contractor and all its subcontractors shall submit to the City and the Labor Commissioner (Division of Labor Standards Enforcement) certified payroll records every Friday until Notice of Completion is filed and recorded.

7-3 INSURANCE.

7-3.1 General. Without limiting Contractor's indemnification obligations, the Contractor shall not commence work until he procures and maintains, at his sole cost and for the duration of this Contract, insurance coverage as provided herein, against all claims for

injuries against persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the Work in compliance with 2-3 of the Standard Specifications and Special Provisions, the Contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to 7-3.

The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Insurance policies shall be deemed not in compliance if they include any limiting provision or endorsement that has not been submitted for approval in accordance with 7-3.

The Contractor's insurance shall be "occurrence" rather than "claims made" insurance, except for Professional Liability insurance, which may be for claims made and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Agency prior to the execution of this Contract by Agency. Prior to commencing work, the Contractor will provide the Agency, in accordance with 7-3, written confirmation of the deductible for each insurance coverage required by this contract.

Self-insurance will be subject to the Agency's review and prior approval. If the Contractor uses any form of self-insurance, it shall submit:

- a) A notice of election to self-insure.
- b) The coverages for which self-insurance applies.
- c) The amount of self-insurance.
- d) Declaration under penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines and the Contractor has sufficient funds or other resources to cover the self-insurance amounts.
- e) Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements and other modifications in effect at the time of contract execution, for those amounts not covered by self-insurance.

Self-insurance programs and self-insured retentions are subject to separate annual review and approval by the Agency as evidence of the Contractor's financial capacity to respond to potential claims. Additionally, self-insurance programs or retentions must provide the Agency with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

All policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

In lieu of this endorsement, the Contractor shall either:

- a) Submit a letter, signed by the insurance agent or broker, certifying that he/she shall notify the City should the coverage be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided; or
- b) Submit evidence that the insurance premium has been paid in full for the life of the policy.

Indemnification. Contractor shall immediately report all claims to its insurance carrier and acknowledge receipt within thirty (30) days.

No officer, employee, or agent of the City, City Representative, the Engineer, or their consultants shall be personally responsible for any liability arising under or by virtue of the Agreement.

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City of Irvine, the County of Orange, Orange County Flood Control District, the State of California, and the Kelvin Court Limited Partnership, City Representatives, and each of their officers, employees, and agents from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the active negligence or willful misconduct of City or City Personnel. In connection therewith:

- a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- b) Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.
- c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the

money due to the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. Entity approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section.

7-3.2 General Liability Insurance. *DELETE the 2nd paragraph and SUBSTITUTE with the following:*

General Liability (including premises, operations and mobile equipment, products and completed operations, broad form property damage including completed operations, explosion, collapse and underground hazards, contractual liability, personal injury, independent contractors' liability): with a minimum limit of Two Million Dollars (\$2,000,000) for each occurrence (combined single limit for bodily injury and property damage) and Four Million Dollars (\$4,000,000) general aggregate. The general aggregate limit shall apply separately to the Contractor's work under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Products-Completed Operations: Contractor shall procure and submit evidence of insurance in accordance with 7-3 of the Standard Specifications and these Special Provisions for a period of at least three (3) years from the time that all Work under this Contract is completed.

7-3.3 Workers' Compensation Insurance. *MODIFY to ADD the following:*

Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in an amount required by the laws of the State of California (Statutory Limits). Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

Such insurance shall be endorsed to waive the insurer's right of subrogation against the City of Irvine and their elected officials, officers, employees, volunteers, boards and representatives.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to Agency in writing prior to Agency's execution of this Contract. Agency and Agency Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

If Contractor is providing on-site staffing services, then the Workers' Compensation insurance shall include an Alternative Employers Endorsement.

7-3.4 Automobile Liability Insurance. *DELETE in its entirety and SUBSTITUTE with the following:*

Automobile liability insurance with a limit of liability not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a

single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7-3.5 Contractor's Pollution Liability. Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury, property damage, defense costs, cleanup costs, coverage for offsite disposal facilities with minimum limits of Two Million Dollars (\$2,000,000) each loss and Four Million Dollars (\$4,000,000) in the aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Prior to commencing work, the Contractor shall provide the City the names and locations of disposal facilities for approval by the City.

The insurance coverage required for General Liability, Automobile Liability and Contractor's Pollution Liability shall be endorsed to provide the following:

The Contractor shall name as additional insured the City of Irvine, the County of Orange, Orange County Flood Control District, the State of California, and the Kelvin Court Limited Partnership, their elected officials, officers, employees, volunteers, boards and representatives with regard to liability and defense of suits or claims arising out of the performance of the Contract.

Additional Insured Endorsements shall not:

- a) Be limited to "Ongoing Operations"
- b) Exclude "Contractual Liability"
- c) Restrict coverage to the "Sole" liability of contractor
- d) Contain any other exclusion contrary to the Contract

This insurance shall be primary and any other insurance, deductible, or self-insurance available to the insured shall be in excess of and shall not contribute with this insurance.

7-3.7 Professional Liability Insurance. At its own expense, the successful Contractor will be required to obtain, pay for, and maintain, for the duration of the Agreement and for a minimum of five (5) years thereafter, a Professional Liability Insurance Policy (that includes errors and omissions, and professional malpractice) with a minimum limit of Two Million Dollars (\$2,000,000) per claim. The policy shall provide coverage for any loss arising out of or caused by the Contractors performance of the Agreement.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7-3.8 Evidence of Insurance. Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

The City's insurance certificate tracking services provider, EXIGIS, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

The City project title or description **MUST** be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine
c/o EXIGIS Risk Management Services
P.O. Box 4668 - ECM #35050
New York, NY 10163-4668

7-5 PERMITS. *DELETE in its entirety and SUBSTITUTE with the following:*

7-5 PERMITS AND LICENSES. Except as otherwise specified in the Special Provisions, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. These permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall maintain a copy of all permits on the site. The Contractor shall furnish the Agency with copies of permits and licenses within one (1) Working Day of obtaining them. The Contractor shall comply with all rules and regulations included in permits. Should the Contractor fail to conform to said rules and regulations, the Agency reserves the right to perform the work necessary to conform to the rules and regulations and the cost of such work will be deducted from any monies due or to become due to the Contractor.

The Contractor and all subcontractors shall obtain within five (5) Calendar Days of executing the Contract, a current City of Irvine Business License and maintain such license(s) throughout the term of the Contract.

In the event that the Agency has obtained permits, licenses or other authorizations applicable to the Work, the Contractor shall obtain a rider, pay all fees and comply with the provisions of said permits, licenses and other authorizations.

7-6 THE CONTRACTOR'S REPRESENTATIVE. *DELETE the 3rd sentence in the 1st paragraph and SUBSTITUTE with the following:*

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Agency Representative shall be made for any emergency work, which may be required.

ADD the following after the last sentence of the 1st paragraph:

Whenever the Contractor or his authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Agency Representative, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

The Agency reserves the right to approve the Contractor's Superintendent. Once approved, the Superintendent shall remain on the project for the duration of the project so long as he is in the employment of the Contractor.

7-7 COOPERATION AND COLLATERAL WORK. *DELETE in its entirety 4th paragraph and SUBSTITUTE with the following:*

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Agency in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other constraints, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on or adjacent to the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Engineer will decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related work, the decision of the Engineer shall be binding upon Contractors concerned. The Agency, the Engineer, the Agency Representative, and each of their officers, employees, and agents shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award of performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the Engineer respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Agency, the Engineer, the Agency Representative, or their consultants on account of any damage alleged to have been so sustained, the Agency will notify the Contractor. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of the assertion of any such claims or liabilities against the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any such claim.

ADD:

7-7.1 Coordination. It is anticipated that work by other contractors, utility companies and City of Irvine forces will be underway adjacent to or within the limits of this project during progress of the Work on this contract.

It is anticipated that construction projects including, but not limited to, the following may be in progress concurrently with this project:

a) [Jamboree/Barranca Intersection Improvements, CIP 311206](#)

The Contractor shall coordinate his operations with the operations of other contractors during stage construction, traffic shifts, opening of new lanes, closing of lanes, roads or ramps, detours, traffic signal facilities, shared irrigation facilities for landscaped areas and during any other operation that may affect or have influence on adjacent projects including, but not limited to, those identified in this subsection.

7-8 WORK SITE MAINTENANCE. *MODIFY to ADD the Following:*

Section 7-8 includes specifications for performing work site maintenance, including spill prevention and control, material management, waste management, water pollution control and nonstormwater management.

Projects are required to comply with the City of Irvine Resolution No. 07-18, which establishes requirements for recycling and diversion of construction and demolition waste.

Within OCPW R/W, the Contractor must immediately and properly clean up and remove any spillage of fuel, oil, or hazardous materials. For spills of significant volume, notifications must be immediately made to OCPW/Water Quality Compliance for assessment of appropriate corrective action. Contaminated soil, sand, or other material and hazardous wastes generated from the cleanup must be disposed of by approved methods. The Contract assumes full responsibility for costs to investigate the extent of contamination, cleanup, waste removal, and implementation of an approved remedial action plan for the release of any wastes or hazardous materials that result in soil, surface water, and groundwater contamination. Notifications to OCPW/Water Quality Compliance for any issues including emergency or after-hours incidents should be directed to (877) 89-SPILL. Alternatively, emergency notifications may also be made through the Orange County Sheriff's Communications Control 1 by dialing 911.

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.

Linear sediment barriers must comply with 7-8.6.2 of the Standard Specifications and the Contract Special Provisions.

ADD:

7-8.1.1 Construction Cleaning. 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.
- e) Specific BMPs shall be put in place to protect the channel from trash and debris from construction activities.

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 shall remove waste materials, debris, vegetation, other rubbish, and non-recyclable materials as required by the Contract Documents, and dispose of off-site in an approved disposal site or recycling center.

Unless otherwise specified in the Special Provisions, all concrete, asphalt, aggregate or sand base material, cement block, trees, shrubs, bushes, and all other recyclable material generated during cleaning, demolition, clearing and grubbing or other phases of the work is to be disposed of at appropriate recycling centers. The Contractor shall be responsible for removing reinforcing steel, wood, or other deleterious materials as required by the recycling center for acceptance of recycled materials. The Contractor shall supply proof of disposal at a recycling center. The proof of disposal shall include verification of tonnage by certified weigh masters tickets. If weigh masters tickets are not feasible, the Contractor and Agency Representative shall estimate the tonnage prior to disposal at the recycling centers.

Known recycling centers:

Ewles Materials
16081 Construction Circle West
Irvine

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or Agency Representative. 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 therefor.

ADD:

7-8.1.2 Final Cleaning. The Contractor shall execute cleaning prior to inspection for completion of the Work. The Contractor shall use materials which will not create hazards to health or property, and which will not damage surfaces, remove debris from and otherwise clean exposed-to-view surfaces, remove temporary protection and labels not required to remain, clean finishes free of foreign substances, remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean, clean other exterior surfaces and where applicable:

- a) Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
- b) Vacuum clean carpeted and similar soft surfaces.
- c) Clean resilient and hard surface floors.
- d) Clean surfaces of equipment; remove excess lubrication.
- e) Clean plumbing fixtures to a sanitary condition.
- f) Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- g) Clean light fixtures and lamps.
- h) Remove waste, foreign matter, and debris from roofs, gutters, areaways, and drainage systems.

ADD:

7-8.4.3 Material Management.

7-8.4.3.1 General. The Contractor shall minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

- a) Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
- b) Soil stabilizers and binders
- c) Fertilizers

- d) Detergents
- e) Plaster
- f) Petroleum materials, including fuel, oil, and grease
- g) Asphalt and concrete components
- h) Pesticides and herbicides

The Contractor's employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

The Contractor shall use less hazardous materials if practicable.

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain and at least 50 feet if outside the floodplain, unless otherwise authorized:

- a) Stockpiling materials
- b) Storing pile-driving equipment and liquid waste containers
- c) Washing vehicles and equipment in outside areas
- d) Fueling and maintaining vehicles and equipment

7-8.4.3.2 Material Storage. If materials are stored by the Contractor, he shall:

- a) Store liquids, petroleum materials, and substances listed in 40 CFR 110, 117, and 302 and place them in secondary containment facilities as specified by USDOT for storage of hazardous materials.
- b) Ensure that secondary containment facilities are impervious to the materials stored there for a minimum contact time of 72 hours.
- c) Cover secondary containment facilities during nonworking days and whenever precipitation is forecasted. Secondary containment facilities must be adequately ventilated.
- d) Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place it into drums within 24 hours. Handle the liquid as hazardous waste in accordance with subsection 7-8 of the Standard Specifications and these Special Provisions.
- e) Not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
- f) Store materials in their original containers with the original material labels maintained in legible condition. Immediately replace damaged or illegible labels.
- g) Ensure that secondary containment facilities have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers or the entire volume of the largest container within the facility, whichever is greater.
- h) Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during nonworking days and whenever precipitation is forecasted.

- i) Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.
- j) Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation and at least weekly during other times.

7-8.4.3.3 Stockpile Management. The Contractor shall minimize stockpiling of materials at the job site.

The Contractor shall implement water pollution control practices within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, do not allow soil, sediment, or other debris to enter storm drains, open drainages, and watercourses.

Active and inactive soil stockpiles must be:

- a) Covered with soil stabilization material or a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of asphalt concrete and PCC rubble, HMA, aggregate base, or aggregate sub base must be:

- a) Covered with a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of pressure-treated wood must be:

- a) Placed on pallets
- b) Covered with impermeable material

Stockpiles of cold mix asphalt concrete must be:

- a) Placed on an impervious surface
- b) Covered with an impermeable material
- c) Protected from stormwater run-on and runoff

The Contractor shall control wind erosion year round.

The Contractor shall repair or replace linear sediment barriers and covers as needed to keep them functioning properly. Whenever sediment accumulates to 1/3 of the linear sediment barrier height, remove the accumulated sediment.

7-8.5.3 Spill Prevention and Emergency Response Plan.

ADD:

7-8.5.3.1 Spill Prevention and Control. The Contractor shall keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored.

The Contractor shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. Whenever the Contractor spills or leaks chemicals or hazardous substances at the job site, he is responsible for all associated cleanup costs and related liability.

The Contractor shall report minor, semi significant, and significant or hazardous spills to the WPC manager and the WPC manager must notify the Engineer immediately.

As soon as it is safe, the Contractor shall contain and clean up spills of petroleum materials and sanitary and septic waste substances listed under 40 CFR, parts 110, 117, and 302.

ADD:

7-8.5.3.2 Minor Spills. Minor spills consist of quantities of oil, gasoline, paint, or other materials that are small enough to be controlled by a first responder upon discovery of the spill.

The Contractor shall clean up a minor spill using the following procedures:

- a) Contain the spread of the spill
- b) Recover the spilled material using absorption
- c) Clean the contaminated area
- d) Dispose of the contaminated material and absorbents promptly and properly

ADD:

7-8.5.3.3 Semi Significant Spills. Semi significant spills consist of spills that can be controlled by a first responder with help from other personnel.

The Contractor shall clean up a semi significant spill immediately using the following procedures:

- a) Contain the spread of the spill.
- b) On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
- c) If the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
- d) If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff.
- e) Dispose of the contaminated material promptly and properly.

ADD:

7-8.5.3.4 Significant or Hazardous Spills. Significant or hazardous spills consist of spills that cannot be controlled by job site personnel.

The Contractor shall immediately notify qualified personnel of a significant or hazardous spill and take the following steps:

- a) Do not attempt to clean up the spill until qualified personnel have arrived.

- b) Notify the Engineer and follow up with a report.
- c) Obtain the immediate services of a spill contractor or hazardous material team.
- d) Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site.
- e) Notify the California Emergency Management Agency State Warning Center at 916-845-8911.
- f) Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302.
- g) Notify other agencies as appropriate, including:
 - 1) Fire Department
 - 2) Public Works Department
 - 3) Coast Guard
 - 4) Highway Patrol
 - 5) City Police or County Sheriff's Department
 - 6) Department of Toxic Substances
 - 7) California Division of Oil and Gas
 - 8) Cal/OSHA
 - 9) Regional Water Resources Control Board

The Contractor shall prevent a spill from entering stormwater runoff before and during cleanup activities and shall not bury or wash the spill with water.

ADD:

7-8.5.4 Waste Management.

7-8.5.4.1 Paint Waste. The Contractor shall clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste under: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

7-8.5.4.2 Concrete Waste. The Contractor shall use practices to prevent the discharge of asphalt concrete, PCC, and HMA waste into storm drain systems and receiving waters.

The Contractor shall collect and dispose of asphalt concrete, PCC, and HMA waste at locations where:

- a) Concrete material, including grout, is used.
- b) Concrete dust and debris result from demolition.
- c) Saw cutting, coring, grinding, grooving, or hydro-concrete demolition creates a residue or slurry.
- d) Concrete trucks or other concrete-coated equipment is cleaned at the job site.

7-8.5.4.3 Sanitary and Septic Waste. The Contractor shall not bury or discharge wastewater from a sanitary or septic system anywhere at the site of Work. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. The Contractor shall place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines.

The Contractor shall comply with local health agency provisions if using an on-site disposal system.

7-8.5.4.4 Liquid Waste. The Contractor shall use practices that will prevent job-site liquid waste from entering storm drain systems and receiving waters. Liquid wastes include the following:

- a) Drilling slurries or fluids
- b) Grease-free and oil-free wastewater and rinse water
- c) Dredgings, including liquid waste from cleaning drainage systems
- d) Liquid waste running off a surface, including wash or rinse water
- e) Other nonstormwater liquids not covered by separate permits

The Contractor shall hold liquid waste in structurally sound, leak-proof containers, such as roll-off bins or portable tanks.

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills, and leaks.

The Contractor shall store containers at least 50 feet from moving vehicles and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps in accordance with 7-8 of the Standard Specifications and these Special Provisions. Liquid waste may require testing to determine hazardous material content before disposal.

The Contractor shall dispose of drilling fluids and residue.

If an authorized location is available within the job site, fluids and residue exempt under 23 CA Code of Regs § 2511(g) may be dried by evaporation in a leak-proof container. The Contractor shall dispose of the remaining solid waste in accordance with 7-8 of the Standard Specifications and these Special Provisions.

ADD:

7-8.5.5 Nonstormwater Management.

7-8.5.5.1 Water Control and Conservation. The Contractor shall manage water used for work activities in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Obtain authorization before washing anything at the job site with water that could discharge into a storm drain system or receiving waters. Report discharges immediately.

The Contractor shall implement water conservation practices if water is used at the job site. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess

watering, or runoff. Shut off the water source to broken lines, sprinklers, or valves and repair breaks within 24 hours. Reuse water from waterline flushing for landscape irrigation if practicable. Sweep and vacuum paved areas. Do not wash paved areas with water.

The Contractor shall direct runoff water, including water from water line repair, from the job site to areas where it can infiltrate into the ground. Do not allow runoff water to enter storm drain systems and receiving waters. Do not allow spilled water to escape filling areas for water trucks. Direct water from off-site sources around the job site if practicable. Minimize the contact of off-site water with job site water.

7-8.5.5.2 Illicit Connection and Illegal Discharge Detection and Reporting. Before starting work, the Contractor shall inspect the job site and the job site's perimeter for evidence of illicit connections, illegal discharges, and dumping. After starting work, inspect the job site and perimeter on a daily schedule for illicit connections and illegal dumping and discharges.

Whenever illegal connections, discharges, or dumping are discovered, The Contractor shall notify the Engineer immediately, should take no further action unless ordered and assume that unlabeled or unidentifiable material is hazardous.

The Contractor shall look for the following evidence of illicit connections, illegal discharges, and dumping:

- a) Debris or trash piles
- b) Staining or discoloration on pavement or soils
- c) Pungent odors coming from drainage systems
- d) Discoloration or oily sheen on water
- e) Stains and residue in ditches, channels, or drain boxes
- f) Abnormal water flow during dry weather
- g) Excessive sediment deposits
- h) Nonstandard drainage junction structures
- i) Broken concrete or other disturbances at or near junction structures

7-8.5.5.3 Vehicle and Equipment Cleaning. The Contractor shall limit vehicle and equipment cleaning or washing at the job site except for what is necessary to control vehicle tracking or hazardous waste. The Contractor shall notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam and contain and recycle or dispose of resulting waste under 7-10.4.4. The Contractor shall not use diesel to clean vehicles or equipment and minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. The Contractor may wash vehicles in an outside area if the area is:

- a) Paved with asphalt concrete, HMA, or PCC
- b) Surrounded by a containment berm
- c) Equipped with a sump to collect and dispose of wash water

The Contractor shall use as little water as practicable whenever washing vehicles and equipment with water and hoses used must be equipped with a positive shutoff valve.

The Contractor shall discharge liquid from wash racks to a recycling system or to another authorized system. Remove liquids and sediment as necessary.

7-8.5.5.4 Vehicle and Equipment Fueling and Maintenance. If practicable, the Contractor shall perform maintenance on vehicles and equipment off-site.

If fueling or maintenance must be done at the job site, the Contractor shall assign a site or sites, and obtain authorization before using them. The Contractor shall minimize mobile fueling and maintenance activities. The Contractor's fueling and maintenance activities must be performed on level ground in areas protected from stormwater run-on and runoff.

The Contractor shall use containment berms or dikes around fueling and maintenance areas. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks. The Contractor shall dispose of spill-cleanup material and kits immediately after use and use drip pans or absorbent pads during fueling or maintenance.

The Contractor shall not leave fueling or maintenance areas unattended during fueling and maintenance activities. The Contractor's fueling nozzles must be equipped with an automatic shutoff control. The Contractor shall use equipment with vapor-recovery fueling nozzles where required by the Air Quality Management District, secure nozzles in an upright position when not in use and shall not top off fuel tanks.

The Contractor shall recycle or properly dispose of used batteries and tires.

If leaks cannot be repaired immediately, the Contractor shall remove the vehicle or equipment from the job site.

7-8.5.5.5 Material and Equipment Used Over Water. The Contractor shall place drip pans and absorbent pads under vehicles and equipment used over water, keep an adequate supply of spill-cleanup material with vehicles and equipment, place drip pans or plastic sheeting under vehicles and equipment on docks, barges, or other surfaces over water whenever vehicles or equipment will be idle for more than one (1) hour.

The Contractor shall furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools and shall secure material to prevent spills or discharge into the water due to wind.

The Contractor shall report discharges to receiving waters immediately upon discovery and shall submit a discharge notification.

7-8.5.5.6 Structure Removal Over or Adjacent to Water. The Contractor shall not allow demolished material to enter storm drain systems and receiving waters, use authorized covers and platforms to collect debris, use attachments on equipment to catch debris during small demolition activities and empty debris-catching devices daily and dispose of debris in accordance with 7-8 of the Standard Specifications and these Special Provisions.

7-8.5.5.7 Paving, Sealing, Saw Cutting, Grooving, and Grinding Activities. The Contractor shall prevent material from entering storm drain systems and receiving waters including:

- a) Cementitious material
- b) Asphaltic material
- c) Aggregate or screenings
- d) Saw cutting, grooving, and grinding residue
- e) Pavement chunks
- f) Shoulder backing
- g) Methacrylate
- h) Sandblasting residue

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill receiving waters until paving, sealing, saw cutting, grooving, and grinding activities are completed and excess material has been removed and cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

Whenever precipitation is forecasted, the Contractor shall limit paving, saw cutting, and grinding to places where runoff can be captured.

The Contractor shall not start seal coat, tack coat, slurry seal, or fog seal activities whenever precipitation is forecasted during the application and curing period and shall not excavate material from existing roadways during precipitation.

The Contractor shall use a vacuum to remove slurry immediately after slurry is produced and shall not allow the slurry to run onto lanes open to traffic or off the pavement.

The Contractor shall collect the residue from PCC grooving and grinding activities with a vacuum attachment on the grinding machine. The Contractor shall not leave the residue on the pavement or allow the residue to flow across pavement.

The Contractor shall not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

The Contractor shall park paving equipment over drip pans or plastic sheeting with absorbent material to catch drips if the paving equipment is not in use.

7-8.5.5.8 Thermoplastic Striping and Pavement Markers. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets and receiving waters.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets and receiving waters.

The Contractor shall collect and dispose of bituminous material from the roadway after removing markers.

7-8.5.5.9 Pile Driving. The Contractor shall keep spill kits and cleanup materials at pile driving locations; park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material; protect pile driving equipment by parking on plywood and covering with plastic whenever precipitation is forecasted.

The Contractor shall store pile driving equipment on level ground and protect it from stormwater run-on when not in use. Use vegetable oil instead of hydraulic fluid if practicable.

7-8.5.5.10 Concrete Curing. The Contractor shall not overspray chemical curing compounds and shall not allow runoff of curing compounds.

The Contractor shall minimize the drift by spraying as close to the concrete as practicable, cover drainage inlets before applying the curing compound, and minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when concrete is curing.

7-8.5.5.11 Concrete Finishing. The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting, collect and dispose of sand and solid waste from sandblasting. Before sandblasting, the Contractor shall cover drainage inlets within 50 feet of sandblasting, and shall minimize the drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, the Contractor shall test it for hazardous materials and dispose of it properly.

The Contractor shall inspect containment structures for concrete finishing for damage before each day of use and before forecasted precipitation and remove liquid and solid waste from containment structures after each work shift.

7-8.5.5.12 Sweeping. The Contractor shall sweep by hand or mechanical methods, such as vacuuming, and shall not use methods that use only mechanical kick brooms. The Contractor shall sweep paved roads at construction entrance and exit locations and paved areas within the job site:

- a) During clearing and grubbing activities
- b) During earthwork activities
- c) During trenching activities
- d) During pavement structure activities
- e) When vehicles are entering and leaving the job site
- f) After soil-disturbing activities
- g) After observing off-site tracking of material
- h) As deemed necessary by the Engineer

The Contractor shall monitor paved areas and roadways within the project and sweep within:

- a) 1 hour whenever sediment or debris is observed during activities that require sweeping.
- b) 24 hours whenever sediment or debris is observed during activities that do not require sweeping.

The Contractor shall remove collected material, including sediment, from paved shoulders, drain inlets, curbs and dikes, and other drainage areas, may stockpile collected material at the job site, and shall dispose of collected material at least once per week if stockpiled.

The Contractor shall keep dust to a minimum during street sweeping activities and use water or a vacuum whenever dust generation is excessive or sediment pickup is ineffective.

The Contractor shall remove and dispose of trash collected during sweeping.

7-8.5.5.13 Dewatering. Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

The Contractor shall perform dewatering work as specified for the work items involved, such as temporary active treatment system or dewatering and discharge.

If dewatering and discharging activities are not specified under a work item and the Contractor performs dewatering activities, he shall:

- a) Conduct dewatering activities under the Caltrans' *Field Guide for Construction Site Dewatering*.
- b) Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
- c) Discharge the water within the project limits if approved by the Engineer. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.
- d) Not discharge stormwater or nonstormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface.
- e) Notify the Engineer immediately upon discovering any such condition.

7-8.6 Water Pollution Control.

7-8.6.1 General. *ADD the following after the last paragraph:*

This project is Risk Level 2.

ADD:

7-8.6.1.1 Definitions and Abbreviations.

Active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 15 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

Construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

NAL: Numeric Action Level.

NEL: Numeric Effluent Limit.

Normal working hours: The hours the Contractor normally works on this project.

Preparation Manual: The Caltrans' "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

QSD: Qualified SWPPP Developer.

QSP: Qualified SWPPP Practitioner.

Qualified rain event: A qualified rain event is a storm that produces at least 0.5 inch of precipitation with a 48 hour or greater period between storms.

REAP: Rain Event Action Plan.

SAP: Sampling and Analysis Plan.

SSC: Suspended Sediment Concentration.

SWRCB: State Water Resources Control Board.

WPC: Water Pollution Control.

WPC Manager: The Contractor's Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

7-8.6.1.2 Summary. Section 7-8.6 includes general specifications for preventing, controlling, and abating water pollution in streams, waterways, and other bodies of water.

Information on forms, reports, and other documents can be found in the following Caltrans manuals:

- a) *Field Guide for Construction Site Dewatering*
- b) *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual*
- c) *Construction Site Best Management Practices (BMP) Manual*
- d) *Construction Site Monitoring Program (CSMP) Guidance Manual*

For the above-referenced manuals, go to the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control at (<http://www.dot.ca.gov/hq/construc/stormwater/>) or the Caltrans' publication distribution unit.

The Contractor shall not start job site activities until:

- a) The WPCP or SWPPP, in accordance with 7-8.6.3 of the Special Provisions, is authorized.

- b) The waste discharge identification number is issued if the project requires a SWPPP.
- c) WPCP or SWPPP review requirements have been fulfilled. If the RWQCB requires time for review, allow 30 days for the review.

If the Contractor operates a Contractor-support facility, the Contractor shall protect stormwater systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

- a) Staging areas
- b) Storage yards for equipment and materials
- c) Mobile operations
- d) Batch plants for PCC and HMA
- e) Crushing plants for rock and aggregate
- f) Other facilities installed by the Contractor for his, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for *Order No. 97-03-DWQ, NPDES General Permit No. CAS000001*, issued by the State Water Resources Control Board for “*Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities*” and referred to herein as “General Industrial Permit.” For the General Industrial Permit, go to the website for the State Water Resources Control Board.

If the Contractor operates a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, the Contractor shall obtain coverage under the General Industrial Permit. The Contractor must be covered under the General Industrial Permit for batch plants and crushing plants located:

- a) Outside of the job site
- b) Within the job site that serve 1 or more contracts

If the Contractor obtains or disposes of material at a noncommercially operated borrow or disposal site, the Contractor shall prevent water pollution due to erosion at the site during and after completion of his activities. Upon completion of his work, the Contractor shall leave the site in a condition such that water will not collect or stand therein.

The Agency does not pay for water pollution control practices at Contractor-support facilities and noncommercially operated borrow or disposal sites.

7-8.6.1.3 Submittals. Within 48 hours after the conclusion of a storm event resulting in a discharge, after a nonstormwater discharge, or after receiving a written notice or an order from the RWQCB or another regulatory agency, the Contractor’s WPC manager must submit the following information:

- a) Date, time, location and nature of the activity and the cause of the notice or order
- b) Type and quantity of discharge

- c) Water pollution control practices in use before the discharge or before receiving the notice or order
- d) Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

The Contractor shall submit water pollution control training records for all employees and subcontractors who will be working at the job site as an informational submittal that includes the training subjects, training dates, ongoing training, and tailgate meetings with the submittal. The Contractor shall submit records for:

- a) Existing employees within 5 business days of obtaining SWPPP or WPCP authorization
- b) New employees within 5 business days of receiving the training
- c) Subcontractor's employees at least 5 business days before a subcontractor starts work

At least Five (5) business days before operating any Contractor-support facility, the Contractor shall submit:

- a) A plan showing the location and quantity of water pollution control practices associated with the Contractor-support facility
- b) A copy of the notice of intent approved by the RWQCB and the WPCP or SWPPP approved by the RWQCB if the Contractor will be operating a batch plant or a crushing plant under the General Industrial Permit

7-8.6.1.4 Quality Control and Assurance.

Training

The Contractor shall employees must receive water pollution control training before starting work at the job site.

For the Contractor's project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

- a) The Contractor shall provide stormwater training in the following subjects:
 - 1) Water pollution control rules and regulations
 - 2) Implementation and maintenance for:
 - (a) Temporary soil stabilization
 - (b) Temporary sediment control
 - (c) Tracking control
 - (d) Wind erosion control
 - (e) Material pollution prevention and control
 - (f) Waste management
 - (g) Nonstormwater management
- b) The Contractor shall conduct weekly training meetings covering:
 - 1) Deficiencies and corrective actions for water pollution control practices

- 2) Water pollution control practices required for work activities during the week
- 3) Spill prevention and control
- 4) Material delivery, storage, usage, and disposal
- 5) Waste management
- 6) Nonstormwater management procedures

Training for personnel who collect water quality samples must include:

- a) CSMP review
- b) Health and safety review
- c) Sampling simulations

7-8.6.1.5 Water Pollution Control Manager.

General

The Contractor's WPC manager must be a QSP if the project requires a WPCP. The Contractor's WPC manager must be a QSD if the project requires a SWPPP.

The Contractor shall assign one (1) WPC manager to implement the WPCP or SWPPP, whichever is applicable for the project.

Qualifications

The Contractor's QSD must:

- a) Have completed the stormwater management training described in the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control Information
- b) Be registered or certified for at least one of the following:
 - 1) California registered civil engineer
 - 2) California registered professional geologist or engineering geologist
 - 3) California licensed landscape architect
 - 4) Professional hydrologist registered through the American Institute of Hydrology
 - 5) Certified Professional in Erosion and Sediment Control (CPESC)[™] registered through Enviro Cert International, Inc.
 - 6) Certified Professional in Storm Water Quality (CPSWQ)[™] registered through Enviro Cert International, Inc.
 - 7) Professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET)

The Contractor's QSP must comply with the qualifications for a QSD or must:

- a) Have completed the storm water management training described in the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control Information

- b) Be certified for at least one of the following:
 - 1) Certified Erosion, Sediment and Storm Water Inspector (CESSWI)[™] registered through Enviro Cert International, Inc.
 - 2) Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.

Responsibilities

The Contractor's WPC manager must:

- a) Be responsible for water pollution control work
- b) Be the primary contact for water pollution control work
- c) Oversee:
 - 1) Maintenance of water pollution control practices
 - 2) Inspections of water pollution control practices identified in the SWPPP or WPCP
 - 3) Inspections and reports for visual monitoring
 - 4) Preparation and implementation of REAPs
 - 5) Sampling and analysis
 - 6) Preparation and submittal of:
 - (a) NAL exceedance reports
 - (b) NEL violation reports
 - (c) SWPPP annual certification
 - (d) Annual reports
 - (e) BMP status reports
- a) Oversee and enforce hazardous waste management practices, including spill prevention and control measures
- b) Have authority to mobilize crews to make immediate repairs to water pollution control practices
- c) Ensure that all employees have current water pollution control training
- d) Implement the authorized SWPPP or WPCP
- e) Amend the SWPPP or WPCP if required
- f) Be at the job site within 2 hours of being contacted
- g) Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

7-8.6.1.6 Construction.

General

The Contractor shall install facilities and devices used for water pollution control practices before performing work activities. The Contractor shall install soil stabilization

materials for water pollution control practices in all work areas that are inactive and before storm events.

The Contractor shall repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is authorized.

The Agency will not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or the Contractor's negligence.

The Contractor shall retain a printed copy of the authorized WPCP or SWPPP at the job site at all times.

Monitoring

The Contractor shall monitor the National Weather Service's forecast on a daily basis. For the National Weather Service's forecast, go to the website for the National Weather Service.

Inspections

The Contractor shall use the *Stormwater Site Inspection Report* form for documenting site inspections.

The Contractor's WPC manager must oversee:

a) Inspections of water pollution control practices identified in SWPPP or WPCP:

- 1) Before a forecasted storm event
- 2) After a qualifying rain event that produces site runoff
- 3) At 24-hour intervals during extended storm events
- 4) On a predetermined schedule of at least once a week

b) Daily inspections of:

- 1) Storage areas for hazardous materials and waste
- 2) Hazardous waste disposal and transporting activities
- 3) Hazardous material delivery and storage activities

c) Inspections of:

1) Vehicle and equipment cleaning facilities:

- (a) Daily if vehicle and equipment cleaning occurs daily
- (b) Weekly if vehicle and equipment cleaning does not occur daily

2) Vehicle and equipment maintenance and fueling areas:

- (a) Daily if vehicle and equipment maintenance and fueling occurs daily
- (b) Weekly if vehicle and equipment maintenance and fueling does not occur daily

- 3) Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
- 4) Demolition sites within 50 feet of storm drain systems and receiving waters daily.
- 5) Pile driving areas for leaks and spills:
 - (a) Daily if pile driving occurs daily
 - (b) Weekly if pile driving does not occur daily
- 6) Temporary concrete washouts:
 - (a) Daily if concrete work occurs daily
 - (b) Weekly if concrete work does not occur daily
- 7) Paved roads at job site access points for street sweeping:
 - (a) Daily if earthwork and other sediment or debris-generating activities occur daily
 - (b) Weekly if earthwork and other sediment or debris-generating activities do not occur daily
 - (c) Within 24 hours of precipitation forecasted by the National Weather Service
- 8) Dewatering work:
 - (a) Daily if dewatering work occurs daily
 - (b) Weekly if dewatering work does not occur daily
- 9) Temporary active treatment system:
 - (a) Daily if temporary active treatment system activities occur daily
 - (b) Weekly if temporary active treatment system activities do not occur daily
- 10) Work over water:
 - (a) Daily if work over water occurs daily
 - (b) Weekly if work over water does not occur daily

Deficiencies

Whenever the Contractor or the Engineer identify a deficiency in the implementation of the authorized WPCP or SWPPP, The Contractor shall correct the deficiency:

- (a) Immediately, unless a later date is authorized
- (b) Before precipitation occurs

The Agency may correct the deficiency and deduct the cost of correcting the deficiency from payment if the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

7-8.6.2 Best Management Practices (BMPs). *MODIFY to ADD the following:*

BMPs shall be maintained and/or added based on the REAP and any exceedances of Numeric Action Levels (NALs) and Numeric Effluent Limitations (NELs). The Contractor shall make any necessary changes to the SWPPP and implement additional BMPs that will result in effluent levels below that of NALs.

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP). *DELETE in its entirety and SUBSTITUTE with the following:*

7-8.6.3 Water Pollution Control Plan (WPCP).

7-8.6.3.1 General.

Summary

The Contractor shall prepare a water pollution control plan that includes developing and implementing the WPCP, providing a WPC manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices.

The Contractor may assign a QSP other than the WPC manager to develop the WPCP.

Submittals

Within 7 days after Contract approval:

- a) The Contractor shall submit two (2) copies of his WPCP for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
- b) The Contractor shall resubmit a revised WPCP within 7 days of receiving the Engineer's comments. The Agency's review resumes when the complete WPCP has been resubmitted.
- c) When the Engineer authorizes the WPCP, the Contractor shall submit an electronic copy and 3 printed copies of the authorized WPCP.
- d) If the RWQCB requires review of the authorized WPCP, the Engineer submits the authorized WPCP to the RWQCB for its review and comment.
- e) If the Engineer orders changes to the WPCP based on the RWQCB's comments, the Contractor shall amend the WPCP within 3 business days.

The WPCP must comply with the Caltrans' *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual* and must:

- a) Show the location of disturbed soil areas, water bodies, and water conveyances
- b) Describe the work involved in the installation, maintenance, repair, and removal of temporary water pollution control practices
- c) Show the locations and types of water pollution control practices that will be used for:
 - 1) Stormwater and nonstormwater in areas outside the job site but related to work activities, including:
 - (a) Staging areas
 - (b) Storage yards
 - (c) Access roads

- 2) Activities or mobile activities related to all NPDES permits
- 3) Contractor-support facilities
- d) Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase
- e) Show the locations and types of water pollution control practices that will be installed permanently under the Contract
- f) Include a schedule showing when:
 - 1) Work activities will be performed that could cause the discharge of pollutants into stormwater
 - 2) Water pollution control practices associated with each construction phase will be implemented
 - 3) Soil stabilization and sediment control practices for disturbed soil areas will be implemented
- g) Include a copy of any permits obtained by the Agency, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse

The Contractor shall amend the WPCP whenever:

- a) Changes in work activities could affect the discharge of pollutants
- b) Water pollution control practices are added by Change Order work
- c) Water pollution control practices are added at the Contractor's discretion
- d) Changes in the quantity of disturbed soil are substantial
- e) Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
- f) Project receives a written notice or order from the RWQCB or any other regulatory agency

The Contractor shall allow the same review time for amendments to the WPCP as for the original WPCP.

7-8.6.3.2 Construction. The Contractor shall manage work activities in a way that reduces the discharge of pollutants to surface waters, groundwater, and separate municipal storm sewer systems.

The Contractor shall monitor and inspect water pollution control practices at the job site.

The Contractor shall notify the Engineer within 6 hours whenever any of the following occurs:

- a) The Contractor identifies discharges into receiving waters or drainage systems that are causing or could cause water pollution
- b) The Contractor receives a written notice or order for the project from the RWQCB or any other regulatory agency

The Contractor shall continue WPCP implementation during any suspension of work activities.

The Contractor is responsible for delays and must pay all costs associated with submitting a SWPPP due to his actions that result in one of the following:

- a) 1 or more acres of soil disturbance on projects without an Erosivity Waiver
- b) More than 5 acres of soil disturbance on projects with an Erosivity Waiver
- c) Failure to comply with the schedule for soil disturbing activities for projects with an Erosivity Waiver if the delays void the Erosivity Waiver

7-8.6.3.3 Payment. Payment for **WATER POLLUTION CONTROL PROGRAM (WPCP)** shall be per the **Lump Sum (LS)** price bid and shall include full compensation for furnishing all labor, materials, tools, equipment to perform all the work involved in 7-8.6, including preparing and modifying a WPCP, permitting fees, Agency filing and processing, furnishing, installing, maintaining and removing BMPs, monitoring and reporting, and all incidentals for doing all the work involved as described herein or as otherwise required by the permit process, and shall be included in the contract lump sum price in the bid. No additional compensation shall be allowed therefor.

Payment will be issued by the Agency as follows:

- a) 25% - upon WPCP approval.
- b) 25% - upon installation of project BMPs
- c) 50% - to be paid monthly as a percentage of the total working days expended for monitoring, maintenance, testing, reporting and all other requirements as outlined in these Special Provisions.

7-8.6.4 Dewatering. *MODIFY to ADD the following:*

Submittals

Before the Contractor starts dewatering, he shall submit a dewatering and discharge work plan. The dewatering and discharge work plan must include:

- a) Title sheet and table of contents
- b) Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge point
- c) Estimated schedule for dewatering and discharge start and end dates of intermittent and continuous activities
- d) Discharge alternatives, such as dust control or percolation
- e) Visual monitoring procedures with inspection log
- f) Copy of written approval to discharge into a sanitary sewer system at least 5 business days before starting discharge activities

The Contractor shall submit the following informational submittals:

- a) MSDS at least 5 business days before material is used or stored
- b) Monthly inventory records for material used or stored

The Contractor shall submit written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system.

7-8.6.5 Payment. *DELETE in its entirety and SUBSTITUTE with the following:* Payment for implementation and maintenance of BMPs and dewatering shall be included in the Contract Unit Price paid for WATER POLLUTION CONTROL PROGRAM (WPCP).

ADD:

7-8.7 Drainage Control. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

The Contractor shall ensure that storm and drainage water does not pond due to the temporary blockage of existing drainage facilities. To this end, the Contractor shall provide temporary works that allow for the passage of storm and drainage water in a manner equivalent to the existing drainage system.

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

ADD:

7-8.8 Graffiti Control. Throughout all phases of Work, including suspension of Work, and until final acceptance, the Contractor shall keep Work, all equipment, field offices, storage facilities, fences, signs, and other facilities free of graffiti. Within twenty-four (24) hours after notification by the Agency Representative, graffiti shall be water blasted and cleaned to original surface or repainted if previously painted.

No separate payment will be made for any work performed or material used in graffiti control. 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 therefor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. *ADD the following before the 1st paragraph:*

Material shown on the Plans or designated in the Special Provisions which is to be salvaged or used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor at his expense.

ADD:

7-9.1 Preservation of Property. The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All damage done to existing improvements by the Contractor shall be repaired by him to the satisfaction of the Engineer. Where sidewalks, curbs or gutters are to be repaired, the repairs shall be made by removing and replacing the damaged section back to the nearest scoring lines.

All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements of facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the Plans and Specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvement or facilities which may be subject to damage by reason of his operations.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work.

Whenever any notice is required to be given by the Agency or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

ADD:

7-9.2 Video Recording and Photographing of Pre-existing Conditions. The Contractor shall video record and photograph pre-existing conditions of the project site prior to any construction activities such as, but not limited to:

- a) Property markers
- b) Right of way and easement conditions
- c) Utility markings and USA markings
- d) Existing property damages
- e) Survey conditions
- f) Pavement conditions, markings, and striping
- g) Adjacent property conditions
- h) Sidewalk, median, curb, and gutter conditions

- i) Safety conditions
- j) Unusual conditions or equipment
- k) Existing landscape conditions (including vegetation and irrigation) along the project limit.

The Contractor shall submit recordings/photographs on CD, DVD or USB media to the Engineer no later than (five) 5 Working Days after Notice to Proceed.

Payment for video recording and photographing services shall be included in the various Bid Items and no additional compensation will be allowed therefor.

7-10.4.1.2 Work Site Safety Official. *MODIFY to ADD the following:*

Failure by the Contractor to provide the required Work Site Safety Official shall be grounds for the Agency to direct the cessation of all work activities and operations at no cost to the Agency until the Contractor is in compliance.

ADD:

7-10.4.1.3 Emergencies. Unusual conditions may arise on the Work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the Work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from failure or partly completed work.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private, personal or property interest, or prevent likely loss of human life or damage on account of the operations under the Contract, then and in that event the Agency may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Agency Representative may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Agency Representative, then said cost and expense will be paid by the Agency and shall thereafter be deducted from any amounts due, or which may become due to the Contractor. Failure of the Agency, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

7-10.4.2.1 General. *DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:*

The Contractor shall submit to the Engineer, as a condition of obtaining City issued permits and in advance of excavation, a permit from the Division of Occupational Safety and Health pursuant to Chapter 6 (commencing with Section 6500) of Part 1 of Division 5 of the Labor Code along with 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 during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a notice shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL/OSHA Construction Safety Orders. A copy of the plan and permit shall be submitted to the Engineer.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all local, county, state and federal laws, rules, regulations, and orders relating to safety of the public and workers.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents from civil or criminal penalties resulting from a failure to comply with applicable safety laws, rules, regulations and orders. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the event of any such failure to comply with applicable safety laws, rules, regulations or orders.

The duty, if any, of the Agency Representative to conduct construction review or inspection of the Contractor's performance is not intended to include review or inspection of the adequacy of the Contractor's safety measures in, on, or near the construction site.

7-10.5.3 Steel Plate Covers. *MODIFY to ADD the following:*

The Contractor shall protect transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within one (1) Working Day by adequately designed barricades and structural steel plates (plates) that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from Engineer concerning the use of any bridging proposed on the Work.

The Contractor shall adequately shore trenches to support the bridging and traffic loads.

The Contractor shall design plates for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.

For the minimum thickness of plates refer to Table 7-10.5.3(A):

Table 7-10.5.3(A) - Trench Width/Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
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Trench Width	Minimum Plate Thickness
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

For spans greater than 5'-3", submit a structural design prepared by a California Registered Civil Engineer to the Engineer.

The surface of the plates shall be skid-resistant with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.

The plates shall extend a minimum 12" beyond the edges of the trench.

Plates must provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.

Install and secure plates against movement or displacement by using adjustable cleats, shims, welding, or other devices in a manner that will minimize noise.

The Contractor shall Install plates as follows:

Mill the pavement to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

The Contractor is responsible for maintenance of the plates and shoring, or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Agency Representative, the Agency Code Enforcement or Police Department of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for Agency to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater.

When plates are removed, the Contractor shall repair any damage to the pavement with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for Steel Plate Covers is included in the various bid items of work.

7-11 PATENT FEES AND ROYALTIES. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents from all claims, suits or actions of every nature for or on account of the use of any patented materials, equipment devices, or processes. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim, suit or action.

7-13 LAWS TO BE OBSERVED. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall keep itself fully informed of all existing and future State and National laws and County and Municipal ordinances and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such order and decrees of bodies or tribunals having any jurisdiction or authority in the Plans, Specifications, or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Agency Representative in writing.

The Contractor shall at all times observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees even though such requirements may not be specifically mentioned in the specifications or shown on the Plans, and shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its employees, its agents, or its subcontractors. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim or liability.

As a material part of this Contract, Contractor's and subcontractors' owners and employees agree to be bound by and adhere to the Federal Department of Transportation (DOT) regulations found in Title 49 CFR 382. All Contractor's and subcontractors' owners and employees who are required to hold commercial licenses and/or who are in safety sensitive positions shall be subject to the provisions of the DOT regulations.

ADD:

7-14.1 Property Rights in Materials. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Agency.

ADD:

7-14.2 Warranty of Title. No materials, supplies or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any persons, firm, or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor

under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Agency.

The provisions of this subsection shall be physically inserted in all subcontracts and material contracts and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

ADD:

7-15 CONTRACTOR'S RESPONSIBILITY FOR THE 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 Agency) 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 Agency Representative, the Contractor shall at his expense properly store materials which have been partially paid for by the Agency or which have been furnished by the Agency. Such storage by the Contractor shall be on behalf of the Agency, the Agency 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 Agency.

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 Agency.

ADD:

7-16 PROJECT RECORD DOCUMENTS.

7-16.1 Maintenance of Documents and Samples. The Contractor shall maintain one record copy of:

- a) Contract Drawings
- b) Specifications
- c) Addenda
- d) Change Orders and Other Modifications to the Contract
- e) Reviewed Shop Drawings, Product Data, and Samples
- f) Field Test Records

- g) Construction Schedules
- h) Manufacturer's Certificates

The Contractor shall maintain documents in clean, dry, legible condition and not used for construction purposes.

The Contractor shall keep Record Documents and samples accessible for inspection by Agency Representative. Applications for partial payment will not be approved if the Record Documents are not kept current. The Agency Representative must so verify prior to submittal of each Application for Payment.

ADD:

7-16.2 Recording. The Contractor shall record changes to the plans and discoveries of buried objects at the Work on Record Documents with red ball-point pen, label each Document "PROJECT RECORD" in large printed letters, record information concurrently with construction progress, not conceal any work until required information is recorded and legibly mark each item on Contract Drawings and Shop Drawings to record actual construction, including:

- a) Measured depths of elements in relation to fixed datum point
- b) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
- c) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction
- d) Field changes of dimension and detail
- e) Changes made by Contract modifications
- f) Details not on original Contract Drawings
- g) Previously unknown buried objects

The Contractor shall legibly mark each item to record actual construction, including:

- a) Manufacturer, Trade Name, and Catalog Number of each product actually installed, particularly optional items and substitute items
- b) Changes made by Addenda or modifications

The Contractor shall maintain other documents per requirements of individual specifications sections.

7-16.3 Submittals. At Contract closeout the Contractor shall deliver Record Documents and samples as specified in 7-16.1. Request for final payment will not be approved until all Record Documents have been delivered.

The submittals shall be transmitted with cover letter with signature of Contractor or authorized representative, listing date, project title and number and number and title of each Record document.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

DELETE in its entirety, not part of this project.

SECTION 9 - MEASUREMENT AND PAYMENT

REVISE as follows:

9-2 LUMP SUM WORK. *DELETE 2nd paragraph in its entirety.*

ADD:

9-2.1 Detailed Schedule. The Contractor shall furnish the Agency a cost break-down for all contract lump sum items. Cost break-down tables shall be submitted to the Agency Representative for acceptance within fifteen (15) days after award of Contract. Cost break-down tables will be approved, in writing, by the Agency Representative before any partial payment will be made for the applicable items involved.

The Contractor shall determine the quantities required to complete the Work shown on the Plans. The quantities and their values shall be included in the cost break-downs submitted to the Agency Representative for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break-down table for each lump sum item shall be equal to the contract lump sum price bid. Overhead and profit shall be included in each individual line item of work listed in a cost break-down table.

No adjustment in compensation will be made in the contract lump sum prices due to differences between the quantities shown in the cost break-downs furnished by the Contractor and the quantities required to complete the Work as shown on the plans and as specified in the Special Provisions.

Individual line item values in the approved cost break-down tables will be used to determine partial payments during the progress of the Work and as the basis for calculating an adjustment in compensation for the contract lump sum items due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid by more than twenty-five percent, the adjustment in compensation for the applicable lump sum item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in Section 3 of the Standard Specifications and the Special Provisions.

9-3 PAYMENT.

9-3.1 General. *ADD the following at the end of the 2nd paragraph:*

The cost of items of work not listed in the "Schedule of Work and Prices" in the Bidders Proposal shall be considered to be included in the cost of the other work that is listed and no additional compensation will be allowed therefor.

When an item of work is designated as (F) or (S-F) in the "Schedule of Work and Prices", the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity

of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the "Schedule of Work and Prices" shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the "Schedule of Work and Prices" for a final pay item and the quantity or summation of quantities for the same item shown on the Plans, payment will be based on the quantity shown in the "Schedule of Work and Prices."

ADD:

9-3.1.1 Application for Payment. The Contractor shall use the City of Irvine Certified Invoice for Progress Payment Form; furnished to the Contractor.

The Contractor shall type the required information, follow the schedule of work and bid prices in accepted Bidder's proposal for unit price contract, execute certification by signature of an authorized officer, use data on accepted Schedule of Values for lump sum work, provide dollar value in each column for each line item for portion of work performed, list each authorized Change Order number and dollar amount and adjusted Contract Price, and obtain the Agency Representative concurrence on invoiced amounts prior to submittal for payment.

The Contractor shall follow the following submittal procedures: Submit original and one (1) copy of each Application for Payment at times stipulated in 9-3.2; submit under transmittal letter; include submittal date, project title and number and submit updated Progress Schedule with Application for verification of progress. Incomplete application for payment will be rejected.

When Agency Representative requires substantiating information, the Contractor shall submit data justifying line item amounts in question.

The Contractor shall provide one copy of data with cover letter for each copy of submittal, show application number and date, and line item by number and description.

9-3.2 Partial and Final Payment. *DELETE in their entirety 1st and 2nd paragraphs and SUBSTITUTE with the following:*

Payment for services will be made monthly on approved invoices, with payment terms of net thirty (30) days upon receipt of invoice. The Contractor shall submit invoices within fifteen (15) days from the end of each month on the form (Certified Invoice For Progress Payment) provided by the Agency. This estimate shall include the value of the total amount of the work completed by the Contractor during the calendar month previous to that in which the estimate is made.

When the Work has been completed to the satisfaction of the Engineer, the Contractor shall make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the Contract and shall certify to the Agency the amount of the final estimate. If the Agency finds the Work has been completed according to the Contract, the Agency will accept the work, will file a notice of completion, and will pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the Contract and upon receiving signed unconditional releases upon final payment from all subcontractors and material suppliers. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The project retention release will not be due and payable until the expiration of the 60 days from the date of filing a notice of completion of the Work by the Agency.

Interest penalties are not required on payment delays due to disagreement between the Agency and Contractor over the payment amount or other issues involving contract compliance.

It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment and acceptance of the final amount due under the Contract shall release the Agency, the Agency Representative, the Engineer, and their consultants from any and all claims or liability arising out of the Contract.

ADD:

9-3.2.1 Agency's Right to Withhold Certain Amounts and Make Application

Thereof. In addition to the amount which the Agency may retain under the above article on progress payments, the Agency may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in the Agency's judgment may be necessary to cover:

- a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work on the project under this Contract.
- b) Estimated or actual costs for correcting defective work not remedied.
- c) Amounts claimed by the Agency as forfeiture due to delay or other offsets.
- d) Any other amounts the Agency is authorized to withhold under the Contract Documents or under applicable law.

The Agency may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the Agency shall be deemed the agent of the Contractor and any payments so made by the Agency shall be considered as a payment made under the Contract by the Agency to the Contractor, and the Agency shall not be liable to the

Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Agency will render to the Contractor a prior account of such funds disbursed in behalf of the Contractor.

ADD:

9-3.2.2 Substitution of Securities. Upon the Contractor's request, the Agency will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with a bank acceptable to the Agency, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a) The Contractor shall bear the expense of the Agency and the Escrow Agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c) The Contractor shall enter into an escrow agreement satisfactory to the Agency, such agreement shall include provisions governing inter alia;
 - 1) The amount of securities to be deposited,
 - 2) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - 3) Conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to, termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract,
 - 4) Decrease in value of securities on deposit, and
 - 5) The termination of the escrow upon completion of the Contract.
- d) The Contractor shall obtain the written consent of the surety of such agreement.

9-3.4 Mobilization *DELETE in its entirety and SUBSTITUTE with the following:*

9-3.4.1 General. Mobilization shall consist of preparatory work and operations including, but not limited to, those 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 or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job 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 for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from Agency's Representative.

9-3.4.2 Measurement and Payment. Mobilization is eligible for partial payment if the Contract includes a bid item for mobilization. Payment for **MOBILIZATION** shall be per the **Lump-Sum (LS)** price bid and shall include obtaining and paying for all permits and business licenses as required from the City of Irvine, State of California and other agencies. The City of Irvine will waive its permit fee. The Contractor shall comply with the requirements specified by each license or permit. No payment for Mobilization will be made until the Contractor's Construction Schedule has been submitted, reviewed and accepted and is current. Progress payments for this item shall be paid in accordance with the percentage completion of the project, and shall include the costs of such mobilization and administration for the entire contract period including construction schedule as specified in these specifications. Payments shall be made upon the basis of the following:

- a) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original contract amount, 50 percent of the contract item price for mobilization or 5 percent of the original contract amount, whichever is the lesser, will be included in the estimate for payment.
- b) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original contract amount, the total amount earned for mobilization shall be 75 percent of the contract item price for mobilization or 7.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- c) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent or more of the original contract amount, the total amount earned for mobilization shall be 95 percent of the contract item price for mobilization or 9.5 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- d) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent or more of the original contract amount, the total amount earned for mobilization shall be 100 percent of the contract item price for mobilization or 10 percent of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
- e) Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount shall be paid.

ADD:

9-4 RESOLUTION OF CONSTRUCTION CLAIMS. Any claims submitted by the Contractor against the Agency for Work covered by this Contract in the amount of \$375,000 or less shall be subject to the procedures specified in Public Contract Code § 20104, *et seq.*

ADD:

9-5 PROMPT PAYMENT. In addition to requirements specified elsewhere, the following shall also apply: Subsection (f) of Section 20104.50 of the Public Contract Code, Article 1.7 of Part 3 of Division 2.

ARTICLE 1.7

§ 20104.50 Timely progress payments; legislative intent; interest; payment requests:

- a) It is the intent of the Legislature in enacting this section to require all local governments to pay their Contractors on time so that these Contractors can meet their obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is instead a matter of statewide concern.
- b) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- c) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- d) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
 - 1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- e) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subsection (c).
- f) For purposes of this article:
 - 1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - 2) A "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.
 - 3) A payment request shall be considered properly executed if funds are available for payment for the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

- g) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

REVISE as follows:

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. *DELETE the first sentence and SUBSTITUTE with the following:*
Untreated base material shall be Crushed Miscellaneous Base (CMB) conforming to Subsection 200-2.4, “Crushed Miscellaneous Base,” of the Standard Specifications.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.1 General. *Revise as follows:*

Unless otherwise stated, use 3,250 psi concrete to achieve a strength of 3,000 psi.

201-1.1.2 Concrete Specified by Class and Alternate Class. *ADD the following to Table 201-1.1.2:*

Headwall, Concrete Class 560-C-3250

201-1.1.3 Concrete Specified by Special Exposure. *ADD the following to Table 201-1.1.3:*

Concrete for abutment and footing shall be 800-C-6000.

ADD as follows:

201-1.1.7 Lightweight Concrete

201-1.1.7.1 General. Lightweight concrete shall consist of cementitious material, lightweight coarse aggregate, fine aggregate, chemical and mineral admixtures if used, and water.

201-1.1.7.2 Submittals

a) General

Submit the prequalification data or reports and the proposed mix design at least 45 days before placing the lightweight concrete.

Submit certified copies of the manufacturer's test reports showing the estimated fresh concrete unit weight that results in the selected air-dry unit weight.

b) Mix Design

A mix design shall be submitted in accordance with 2-5.3.

Submit the mix design. Include the type, brand, weight, and absolute volume of each ingredient for each concrete type and strength.

Report the weight for each aggregate for a surface-dry condition, including moisture absorbed in the aggregate; for an oven-dry condition; or for the condition proposed for use.

Include with the mix design written verification that arrangements have been made for the Engineer to obtain test samples. The test samples of lightweight aggregates will not exceed 500 lb for each separate gradation.

201-1.1.7.3 Quality Control

a) Prequalification.

Prequalify the lightweight concrete by submitting certified test data or trial batch test reports.

b) Unit Weight

Determine the unit weight of fresh concrete under California Test 518.

c) Air-Dry Unit Weight

Determine the air-dry unit weight as follows:

- 1) Test three 6-inch-diameter by 12-inch-tall cylinders.
- 2) Prepare the cylinders under ASTM C192/C192M or ASTM C31/C31M, whichever is applicable.
- 3) Cure the cylinders for 6 days.
- 4) On the 6th day, remove the cylinders from the molds or curing media and immerse them in water at 73.4 ± 3 degrees F for 24 hours.
- 5) Determine the suspended-immersed weights of the cylinders.
- 6) Remove the cylinders from the water and determine the saturated surface-dry weights.
- 7) Dry the cylinders for 90 days at 73.4 ± 3 degrees F and a relative humidity of 50 ± 5 percent.
- 8) Weigh the dried cylinders.
- 9) Use the following equation to calculate the air-dry unit weight:

$$W = (A \times 62.3)/(B - C)$$

where:

W = air-dry unit weight, pcf

A = 90-day dried weight of the cylinder, lb

B = saturated surface-dry weight of the cylinder, lb

C = suspended-immersed weight of the cylinder, lb

ADD as follows:

201-1.1.7.4 Materials

a) General.

1. The unit weight of the fresh concrete shall not vary from the weight shown in the test report by more than 4 pcf.

2. The air-dry unit weight of lightweight concrete furnished for each mix design shall be a single weight from 104 to 110 pcf.
3. The total air content of freshly mixed concrete shall not exceed 6 percent.
4. Lightweight concrete shall have a 28-day compressive strength of at least that shown.

b) Aggregates.

The fine aggregate shall consist of lightweight fine aggregate, natural sand or manufactured sand fine aggregate, or a combination of these, as required to comply with the air-dry unit weight requirements.

Lightweight aggregates shall comply with ASTM C330/C330M, except the splitting tensile strength and drying shrinkage requirements do not apply.

Lightweight aggregates shall be rotary kiln expanded shale or clay having a surface sealed by firing. Do not crush the coarse aggregate after firing, except aggregate that is 3/4 inch and smaller may be crushed as necessary to produce the required coarse aggregate gradation. The final coarse aggregate size shall not exceed 3/4 inch.

The shrinkage characteristics of lightweight aggregates shall be such that the drying shrinkage of the lightweight concrete produced does not exceed 0.040 percent after 14 days of drying when tested under California Test 537.

Lightweight aggregates shall have no more than 5 percent loss when tested for soundness under California Test 214.

c) Admixtures.

Chemical and mineral admixtures, if used, shall be in accordance with 200-1-2 for normal weight concrete.

201-1.1.7.5 Proportioning. At the time of batching, adjust the authorized aggregate weight to compensate for surface moisture and absorbed moisture.

After authorization of the mix design, do not alter the materials and batch proportions during the work, except as required to maintain the authorized cementitious material content and unit weight. The cementitious material content of individual batches shall not vary from the authorized cementitious material content by more than from -15 to +25 pounds of cementitious material per cubic yard of concrete.

Batch the lightweight fine aggregate and natural sand by weight. Batch the lightweight coarse aggregate by weight or volumetric methods. If volumetric methods are used, the batching equipment shall allow the Engineer to check the weight of each aggregate size in the batch.

Limit the absolute volume of coarse aggregate such that no concrete segregation occurs during mixing, transporting, placing, consolidating, or finishing. For site-cast concrete, the absolute volume of coarse aggregate shall not exceed 10 cubic feet per cubic yard of concrete.

Uniformly pre-wet or pre-saturate the aggregates such that uniform penetration of the concrete is maintained. For lightweight concrete that is to be pumped, pre-saturate the aggregates using thermal, vacuum, or equivalent methods.

Lightweight concrete shall have adequate workability such that proper placement, consolidation, and finishing are attained.

201-2 REINFORCEMENT FOR CONCRETE

201-2.2.1 Reinforcing Steel. *DELETE the first sentence and SUBSTITUTE with the following:*

Reinforcing bars shall be deformed bars complying with ASTM A706/A706M, Grade 60.

SECTION 202 - MASONRY MATERIALS

REVISE as follows:

202-2 Concrete Block

202-2.2 Masonry Units. *DELETE the third sentence and SUBSTITUTE with the following:*

All units shall be of medium weight.

ADD as follows:

202-3.4 Stone Veneer and Cap.

202-3.4.1 General. Pilaster stone veneer shall match existing adjacent pilasters in material and form. The Contractor must submit samples of proposed stone veneer and cap stone for review and approval by the Engineer.

SECTION 203 – BITUMINOUS MATERIALS

REVISE as follows:

203-1 PAVING ASPHALT

203-1.2 Testing Requirements. *REVISE as follows:*

Paving asphalt shall be PG 64-10 and shall conform to the requirements shown in Table 203-1.2.

203-6 ASPHALT CONCRETE

203-6.4.1 Class and Grade. *REVISE as follows:*

Asphalt Concrete Surface course shall be class and grade C2-PG 64-10. Asphalt Concrete Base course asphalt concrete shall be class and grade B2-PG 64-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

Revise as follows:

206-5 METAL RAILINGS.

206-5.1 Metal Hand Railings Materials. Add:

Tube steel for pedestrian gate shall confirm to the requirements of Section 206-5.1.

ADD as follows:

206-7 PREFABRICATED STEEL PEDESTRIAN BRIDGE

206-7.1 Requirements.

206-7.1.1 General. Prefabricated steel pedestrian bridge shall be a fully engineered, clear span bridge conforming to the dimensions and layout shown on the plans.

206-7.1.2 Qualified Suppliers. Proposed suppliers shall have at least ten (10) years of experience designing and fabricating these types of structures and a minimum of ten (10) successful bridge projects, of similar construction, each of which has been in service at least seven (7) years. List the location, bridge size, owner, and a contact for reference for each project.

The engineer will evaluate and verify the accuracy of the submittal prior to bid. If the engineer determines that the qualifying criteria have not been met, the contractor's proposed supplier shall be rejected. The engineer's decision shall be final.

The Manufacturer's representative is to attend the project pre-bid and/or pre-construction meeting.

The contractor shall provide the following documentation with the bid:

- a) Product Literature
- b) Related documentation to include:
 - 1. Representative design calculations
 - 2. Representative drawings
 - 3. Splicing and erection procedures
 - 4. Warranty information
 - 5. Inspection and Maintenance procedures
 - 6. AISC Shop Certification
 - 7. AWS Certified Fabricator Certification
 - 8. Welder Qualifications
 - 9. Evidence of 2 Certified Weld Inspectors (CWI's) on staff

206-7.1.3 General Features of Design.

a) Bridge System Type

Bridge shall be designed as a Half-Thru Pratt truss, or equal, that has one diagonal per truss panel and plumb end vertical members. Interior vertical members shall be perpendicular to the chord faces.

- 1) Bridge shall be designed utilizing an H-Section configuration where the floor beams are placed up inside the trusses and attached to the truss verticals.
- 2) The bridge manufacturer shall determine the distance from the top of the deck to the top and bottom truss members based upon structural and/or shipping requirements but shall not exceed 20".
- 3) The top of the top chord shall not be less than 48 inches above the deck (measured from the high point of the riding surface) on bike path structures.

b) Member Components

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

Unless the floor and fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (w-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

c) Attachments

1) Safety Rails – Horizontal system

Safety rails shall consist only of horizontal steel tubes. Horizontal tube safety rails shall be placed on the structure up to a minimum height of 3'-6" above the deck surface. Steel tubing shall be placed so as to prevent a 4" sphere from passing through the truss up to 3'-6" and an 8" sphere from 3'-6" to 4'-6" above deck surface. Safety rails shall be placed on the inside of the structure. Safety rails placed on the inside of the truss, flush with interior verticals and shall have their ends sealed and ground smooth so as to produce no sharp edges.

The safety rail system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

2) Toe Rail

The bridge shall be supplied with a steel channel toe rail with radiused edges mounted to the inside face of both trusses. The toe rail shall be a minimum of 4 inches high. Toe rail shall be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the rail and the top of the deck.

3) Rub Rails

The bridge shall be supplied with a steel channel rub rail with radiused edges. The steel channel shall be a minimum of 4" high. Ends of each piece shall have their ends sealed and ground smooth so as to produce no sharp edges.

Rub rails shall be welded flush to the inside face of the bridge truss verticals at each support location.

The top of the rub rail shall be 3'-6" above the top of the deck (measured at the outside edge of the deck).

d) Camber

The bridge shall have a vertical camber dimension at mid-span equal to 100% of the full dead load deflection plus 1% of the full length of the bridge.

206-7.2 Materials.

206-7.2.1 Unpainted Weathering Steel. Bridges shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes ($F_y = 50,000$ psi). The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.

206-7.2.2 Decking. The bridge shall be furnished with edge deck supports and a stay-in-place galvanized steel form deck suitable for placing a reinforced lightweight concrete slab. The form deck shall be designed to carry the dead load of the wet concrete, weight of the form decking, plus a construction load of 20 PSF uniform load or a 145 pound concentrated load on a 1'-0" wide section of deck. Edge support deflections are limited to $1/180$ of the span or $3/4"$, whichever is less.

The form deck shall be either smooth or composite. Composite decking shall not be used as reinforcing when designing for vehicular wheel loads. The form deck material shall be supplied in accordance with ASTM A653 and galvanized to a minimum G90 coating weight. The deck slab shall be constructed using light weight concrete (104-110 pcf) with a minimum 28-day strength of 2,500 psi.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS

REVISE as follows:

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. *MODIFY to ADD the following:*

All paint, beads, and other materials used in painting traffic stripes and markings shall conform to the requirements of the State Standard Specifications, Section 84 and all other applicable sections. Certificates of Compliance for each material shall be submitted prior to use on this Contract.

214-6 PAVEMENT MARKERS. *MODIFY to ADD the following:*

All pavement markers, and other materials used in painting traffic stripes and markings shall conform to the requirements of the State Standard Specifications, Section 81, Section 84 and all other applicable sections. Certificates of Compliance for each material shall be submitted prior to use on this Contract.

214-6.1 Types of Markers. *MODIFY to ADD the following:*
Reflective pavement markers shall conform to the following:

- a) Type B, 2-Way Clear Reflective Markers shall be Model 290-2W as manufactured by 3M Company or approved equal.
- b) Type C, 2-Way Red-Clear Reflective Markers shall be Model 290-WR as manufactured by 3M Company or approved equal.
- c) Type D, 2-Way Yellow Reflective Markers shall be Model 291-2Y as manufactured by 3M Company or approved equal.
- d) Type G, 1-Way Clear Reflective Markers shall be Model 290-W as manufactured by 3M Company or approved equal.
- e) Type H, 1-Way Yellow Reflective Markers shall be Model 291-Y as manufactured by 3M Company or approved equal.
- f) Type I, Blue - 2-Way Blue Reflective Markers shall be Model 295-2B as manufactured by 3M Company or approved equal

SECTION 217 - BEDDING AND BACKFILL MATERIALS

ADD as follows:

217-5 GEOCOMPOSITE DRAIN SYSTEMS.

217-5.1 General. Geocomposite drain system shall consist of drainage systems behind abutment walls consisting of geocomposite drain, filter fabric, plastic pipe, treated permeable base and drainage pads.

217-5.2 Submittals

Submit certificate of compliance for conformance to ASTM standards.

217-5.3 Materials

217-5.3.1 Geocomposite Drain. Geocomposite wall drain shall consist of a polymeric core with filter fabric integrally bonded to one or both sides of the core creating a stable drainage void. Geocomposite wall drain shall be from 0.25 to 2 inches thick conforming to ASTM D4716.

217-5.3.2 Filter Fabric. Geosynthetics used for filter fabric shall be permeable and nonwoven, manufactured from either polyester, polypropylene, or combined polyester and polypropylene. Filter fabric shall comply with the following requirements:

Permittivity, (min, sec -1)	0.5 (ASTM D4491)
Apparent opening size (max)	40 (ASTM 4751)

217-5.3.3 Plastic Pipe. PVC plastic pipe, schedule 40 or 80 shall comply with ASTM D1785.

217-5.3.4 Treated Permeable Base. Treated permeable base shall be either asphalt treated permeable base (ATPB) or cement treated permeable base (CTPB). For ATPB, aggregates shall be combined with 2.5 percent asphalt binder by weight of dry aggregate. The cement content of CTPB shall be at least 287 lb/cy.

217-5.3.5 Drainage Pads. Concrete for drainage pads shall be 560-C-3250.

217-6 WATERPROOFING.

217-6.1 General. For backfilled surface, waterproofing shall consist of asphalt membrane waterproofing or preformed membrane waterproofing.

217-6.2 Submittals

Submit manufacturers certificate of compliance.

217-6.3 Materials

217-6.3.1 Asphalt Membrane Waterproofing. Asphalt membrane waterproofing shall comply with ASTM D449, Type 1. The primer shall comply with ASTM D41.

217-6.3.2 Preformed Membrane Waterproofing shall consist of adhesive, primer, preformed membrane sheet and protective covering.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

REVISE as follows:

300-1 CLEARING AND GRUBBING.

300-1.1 General. – *MODIFY to ADD the following:*

Clearing and Grubbing and removals shall also include but not be limited to:

- A. Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the Contract, including water used for extra work.
- B. Protection and maintenance of existing improvements, including utilities, trees, plants, irrigation, including temporary capping of facilities as required during construction, fences and other facilities within the construction zone, except those specifically shown on the plans or directed by the Engineer to be removed or relocated.
- C. Sawcutting, removal, and disposal of concrete foundation, catch basins, drainage pipes, headwalls, and asphalt concrete as shown on the plans.
- D. Maintenance of the site in a neat and orderly condition throughout the construction period and clearing and removal of debris from site of work.
- E. Removal of all USA mark-outs.

Existing culverts, inlets, and concrete collars where any portion of these structures is within 3 feet of the grading plane in excavation areas, or within one foot of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of.

300-1.3.2 Requirements. *DELETE the second sentence of bullet a) and SUBSTITUTE with the following:*

- a) **Bituminous Pavement.** Bituminous pavement shall be removed to neatly sawed edges as shown on the Plans. The pavement areas indicated for removal shall be excavated to the full depth of the proposed pavement section. Removal of aggregate base shall be considered as "Unclassified Excavation". No additional compensation will be paid by the Agency.

MODIFY to ADD the following:

- d) **Trees.** – Tree removal shall consist of removal of the tree including the entire root ball per City requirements and any roots 1 inch in diameter or larger, and backfilling resulting hole.
- e) **Landscaped Areas.** Prior to any landscaping and irrigation removal, the Contractor shall take pictures of the existing landscaping to be submitted to the Engineer. Those pictures shall be used as basis of the landscape refurbishments/restorations in which the new plants, grass, kind, type, arrangement, quantity, etc. shall match existing. Prior to any removal work, the

Contractor shall take into consideration how the work will affect the existing irrigation system that is to remain. Interruption of its operation shall not be more than four days or else the Contractor shall provide temporary irrigation until the final system can be installed.

Landscaping and irrigation removals are covered in Section 801.

300-1.4 Payment. *After the last paragraph, ADD the following text:*

Measurement and Payment for **CLEARING AND GRUBBING** shall be made at the contract **Lump Sum (LS)** price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to excavation, demolishing, removal and disposal of existing materials as required by the contract documents, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor. This bid item shall also include payment for all removals required within the project limits that are not paid for by a separate contract bid item and no additional compensation will be allowed therefor.

300-2 UNCLASSIFIED EXCAVATION.

300-2.9 Payment. *MODIFY* to add the following:

Payment for **UNCLASSIFIED EXCAVATION** shall be made at the contract unit price bid per **Cubic Yard (CY)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, excavating, over excavation, sloping, rounding of tops, toes, and ends of excavations, placement, compaction, stockpiling, loading, hauling to final location and properly disposing of surplus material at a legal disposal site, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

300-3 STRUCTURE EXCAVATION AND BACKFILL.

300-3.1 General. *MODIFY* to add the following:

The excavation bottom should be proof rolled prior to backfilling. Further, the excavation bottom should be inspected by a geotechnical engineer to confirm the presence of an unyielding and competent surface.

300-3.5 Structure Backfill.

300-3.5.1 Requirements. *MODIFY* to add the following in the second paragraph:

Structure backfill below the footing shall be mechanically compacted to a minimum relative compaction of 95 percent.

ADD as follows:

300-3.5.3 Geocomposite Drain Systems. Geocomposite drain system shall be installed with the drainage void and the filter fabric facing the backfill. The filter fabric must overlap at least 3 inches at all joints. If the fabric on the geocomposite drain is torn or punctured, it shall be repaired or replaced.

300-3.6 Payment. *MODIFY* to add the following:

No payment will be made for geocomposite drain system and waterproofing, which cost shall be considered as included in the construction incidental to excavation and backfill.

300-4 UNCLASSIFIED FILL.

300-4.1 General. *MODIFY to ADD the following:*

Fill should consist of approved earth materials free of trash debris, roots, vegetation, or other deleterious material.

300-4.2 Preparation of Placement Areas.

DELETE the last part of the 2nd sentence and SUBSTITUTE with the following:
. . . to a relative compaction of at least 90 percent.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade. *ADD the following after the last paragraph:*

Adjustment of utility appurtenances to grade shall be in conformance with 301-1.6 and 302-5.8 of the Standard Specifications and these Special Provisions.

Adjusting City of Irvine storm drain manhole covers to grade shall conform to City of Irvine Std. Plan 307, and the Special Provisions.

The Contractor shall be responsible for coordinating his work with the various utility owners who will be required to adjust their own utility appurtenances as noted on the plans. If the required adjustment will impact the Contractor's subsequent work then the Contractor shall coordinate his work schedule and/or perform follow up work to ensure that the quality of the final product is not compromised.

ADD the following subsection:

301-1.6.1 Measurement and Payment.

Payment for **ADJUST STORM DRAIN MANHOLE COVER AND FRAME TO GRADE** will be made at the contract unit price per **Each (EA)** and will be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, saw cutting, removals, all related asphalt concrete and Portland cement concrete work (when necessary), grade rings, surface preparation, painting, coatings and items required, protection of the work during construction, concrete curing, surface restoration to match the surrounding area, all necessary field

coordination and adjustments, as shown on the plans, and detailed by City of Irvine Standard Plan 307, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

301-2 UNTREATED BASE.

301-2.4 Measurement and Payment. *After the last paragraph, ADD the following text:*

Measurement and Payment for **CRUSHED MISCELLANEOUS BASE** shall be made at the contract unit price bid per **Cubic Yard (CY)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to subgrade preparation, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Payment for placement of crushed aggregate base materials for PCC related improvements shall be considered included in the cost of the applicable PCC improvement.

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. *ADD the following after the last paragraph:*

Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. (All tack coat over spray on gutter edges shall be removed.)

302-5.9 Measurement and Payment. *ADD the following after the last paragraph:*

Measurement and Payment for **ASPHALT CONCRETE** shall be made at the contract unit price bid per **Ton (TON)**, based on delivered weight and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to removals, disposal, certified weigh tickets, subgrade and surface preparation, weed kill, placing tack coat and sealing existing cracks, placing, rolling, testing, furnishing, applying and cleaning up excess rock dust blotter and protecting asphalt concrete, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

The Contractor shall furnish to the Owner's Representative a legible copy of a licensed weighmaster's certificate showing net weight of asphalt concrete in each truck load. The labeled certificate must be delivered to the Owner's Representative on site on the same day that the asphalt concrete is delivered. If any of these conditions are not met, the City will not allow payment for the certificates. The compaction after rolling shall have a relative compaction of 95%.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders.

Temporary asphalt concrete work, where required by the Engineer to maintain pedestrian/traffic access or other purposes shall be considered included in the lump sum price bid for Traffic Control and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.11 Payment. *ADD the following:*

Payment for **STRUCTURAL CONCRETE (BRIDGE)** will be made at the contract unit price per **Cubic Yard (CY)** and will be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, submittals, excavation, root pruning, subgrade preparation, utility modifications and adjustments, forming, concrete placement, anchor bolt, bearing plate and joint seal installation, cleanup, structural backfill, compaction, concrete protection and replacement of damaged or marked concrete, backfill, grading, removal and disposal of excess spoils and materials, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

Payment for **REINFORCING STEEL (BRIDGE)** will be made at the contract unit price per **Pound (LB)** and will be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, submittals, furnishing, bending, tying, installation, sandblasting and protection of reinforcing steel, removal and disposal of excess materials and cleanup as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

303-4 MASONRY CONSTRUCTION

303-4.1 General. *ADD the following paragraph:*

Special inspection shall be provided for masonry construction complying with 2016 California Building Code (CBC), Section 1705.4.

303-4.1.5 Measurement and Payment. *ADD the following after the last paragraph:*

Payment for **CONSTRUCT PILASTER WITH CONCRETE CAP AND STONE VENEER** will be made at the contract unit price per **Each (EA)** and will be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, modification, removal, hauling and disposal of existing wall, fence and foundation, excavation, sub grade compaction, footing construction, masonry pilaster construction, grouting, reinforcing bars, cap and veneer installation, cleanup, concrete protection and replacement of damaged or marked concrete, backfill, grading, removal and disposal of excess spoils and materials, as shown

on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements.

303-5.1.1 General. *ADD the following after the last paragraph:*

Sidewalk and curb access ramps shall be opened to pedestrian access on the day following concrete placement. In addition, all forms shall be removed, irrigation systems shall be repaired, and backfill or patchback shall be placed within 72 hours following concrete placement. Newly poured PCC improvements subject to vehicle loads shall not be opened to vehicle traffic until the concrete has cured to a minimum strength of 3,000 psi.

Curbs

Existing curb and gutter to be joined shall be saw cut on a neat, straight line at the join location. Curb or curb and gutter construction shall occur prior to all cold milling and paving operations. All curb construction shall include the saw cutting and full AC reconstruction of a 1' wide portion of AC pavement next to the curb or curb and gutter as shown on the plans.

Sidewalk

Existing sidewalk surfaces to be joined shall be saw cut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Curb Ramps

All work within the grooved border and behind the back of curb shall be considered as part of the curb ramp.

Existing surfaces to be joined shall be saw cut on a neat, straight line at the join location. All saw cut locations along existing cross gutters shall be cut in a curve conforming to the existing curb return and shall be cut at a set offset from the flow line as approved by the City Engineer. The flow line shall be maintained, ensuring that ponding does not occur in the existing cross gutter.

The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

303-5.9 Measurement and Payment. *ADD the following after the last paragraph:*

Measurement and Payment for **CONSTRUCT CONCRETE SIDEWALK** shall be made at the contract unit price per **Square Foot (SF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved, complete in place, conforming to the requirements herein, including but not limited to, maintaining temporary pedestrian access, excavation and backfill, rooting pruning, disposal, subgrade preparation, grading, forming, adjustment of pull boxes and valve cans, concrete installation, concrete protection and replacement of damaged or marked concrete, as shown on the

Plans and as detailed by City of Irvine Standard Plan 201, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement and Payment for **CONSTRUCT CONCRETE CURB (TYPE D, B-6, C-6, 1, AND 2)** shall be made at the contract unit price bid per **Linear Foot (LF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to grading, root pruning, installation of moisture barrier, disposal, subgrade preparation, and utility modifications and adjustments, to protect in place or to set aside in order to install the item, forming, concrete installation, concrete protection and replacement of damaged or marked concrete, backfill and infill of the one (1) foot wide full-depth AC pavement adjacent to the proposed concrete improvement as shown on the Plans, and as detailed per the applicable curb and gutter type by City of Irvine Std. Plan No. 200, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement and Payment for **CONSTRUCT CONCRETE CURB RAMP (TYPE 1-A AND TYPE 1-B)** shall be made at the contract unit price bid per **Square Foot (SF)**, as field measured and shall include sidewalk areas, curb and curb & gutter, detectable warning surface, and adjacent asphalt pavement and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all work including adjustment of pull box frame and covers to finished grade, installation of curb ramp and detectable warning surface, construction and joining into adjacent portions of existing curb ramp, curb and curb & gutter, any required retaining curb along the back and sides of the ramp, infill of the one (1) foot wide full-depth asphalt pavement adjacent to the proposed concrete improvement, scoring patterns and grooving, as shown on the Plans, as detailed by City of Irvine Standard Plan 202, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

ADD as follows:

303-9 LIGHTWEIGHT CONCRETE

303-9.1 General. Lightweight concrete shall conform to 201-1.1.7. Lightweight concrete deck as designed by the prefabricated bridge manufacturer shall be placed over steel form deck.

303-9.2 Measurement. Lightweight concrete will be measured by the cubic yard for the thickness shown on the plans.

303-9.3 Payment.

Measurement and Payment for **LIGHTWEIGHT CONCRETE BRIDGE DECK** shall be made at the contract unit price bid per **Cubic Yard (YD)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, prefabricated bridge form deck surface

preparation, transportation and mixing of lightweight concrete material, concrete bridge deck installation, finishing, protection and replacement of damaged or marked concrete as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE

304-3.3 Installation of Gates. *MODIFY to ADD the following:*

The Contractor must submit shop drawings to the Engineer for the pedestrian gates and pilaster for review and approval prior to installation. Gates and pilasters must match the existing railing and pilasters in material and form. See photo of existing pilaster and tube steel fence to be matched in Appendix C.

304-3.4 Measurement and Payment. *After the last paragraph, ADD the following text:*

Measurement and Payment for **CONSTRUCT CHAIN LINK FENCE (H=7')** shall be made at the contract unit price bid per **Linear Foot (LF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, excavation, installation of posts and concrete footings, chain link fabric installation, tie wire, galvanized caps on posts, tension wire and hardware installation as detailed by SPPWC Standard Plan 600-3, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement and Payment for **INSTALL DRIVE GATE AND INSTALL PEDESTRIAN GATE** shall be made at the contract unit price bid per **Each (EA)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, excavation, installation of posts and concrete footings, chain link fabric installation, tie wire, galvanized caps on posts, tension wire, locks and hardware installation as detailed by SPPWC Standard Plan 600-3, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement and Payment of Construct Drive gate and Construct Pedestrian Gate shall include preparation and approval of shop drawings as required, and construction of gates and pilasters with concrete cap and stone veneer to match existing pilasters and railing as shown on the plans and per approved shop drawings.

Measurement and Payment for **INSTALL CABLE RAILING** shall be made at the contract unit price bid per **Linear Foot (LF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, manufacture, fabrication and installation of cable railing system, as detailed by Caltrans Standard Plan B11-47, as shown on the Plans,

as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

ADD as follows:

304-6 PREFABRICATED STEEL PEDESTRIAN BRIDGE

304-6.1 General. The materials for prefabricated steel bridge shall conform to 206-7

304-6.2 Submittals. The Contractor shall, in accordance with 2-5.3 submit the following within 10 days of award:

Submittals shall be signed and sealed by a California Registered Civil or Structural Engineer. Bridge supplier's design engineer must be directly employed by the prefabricated bridge supplier and must have regular access to the fabrication facility to provide quality control checks during fabrication.

304-6.2.1 Drawings. Schematic drawings and diagrams shall be submitted for review. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross referenced details and sheet numbers.

304-6.2.2 Structural Calculations. Structural calculations for the bridge superstructure shall be submitted by the bridge manufacturer and reviewed by the approving engineer. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. The calculations shall include the following:

- a) All AASHTO LRFD checks for axial, bending and shear forces in the critical member of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.).
- b) Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Special attention shall be given to all welded tube on tube connections.
- c) All bolted splice connections.
- d) Main truss deflection checks.
- e) U-Frame stiffness checks (used to determine K factors for out-of-plane buckling of the top chord).
- f) Deck design.

NOTE: The analysis and design of triangulated truss bridges shall account for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity shall be considered.

304-6.2.3 Welder certifications in compliance with AWS standard qualification tests.

304-6.2.4 Welding procedures in compliance with Section 304-6.3.

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304-6.3 Welding.

304-6.3.1 Welding. Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", latest edition. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification. For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall be in accordance with AWS D1.1

304-6.3.2 Welders. Welders shall be properly certified, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

304-6.3.3 Certified mill test report for all structural steel.

304-6.4. Fabrication.

304-6.4.1 General Requirements

- a) Drain Holes. When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.
- b) Welds. Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1, Section 3.9.2. Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with AWS Table 2.9. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness. The maximum root openings of fillet welds shall not exceed 3/16" in conformance with AWS D1.1, Section 5.22. Weld size or effective throat dimensions shall be increased in accordance with this same section when applicable (i.e. fit-up gaps > 1/16").
- c) Quality Certification. Bridge shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category Intermediate "Major Steel Bridges" as set forth in the AISC Certification Program with Fracture Critical Endorsement. Bridge fabricator shall also be currently certified by the American Welding Society (AWS) as an AWS Certified Fabricator. Quality control shall be in accordance with procedures outlined for AISC certification. Suppliers' fabrication facility must be directly owned or leased by the supplier.

Upon delivery, supplier shall submit Certificate of Compliance stating that the bridge conforms with the approved shop drawings, calculations and specifications.

- d) Weld Testing. All weld testing shall be done by a person qualified in accordance with ASNT SNT-TC-1A. All full penetration welds in the chords are to be ultrasonically tested in accordance with AWS specifications. All fillet

and partial penetration groove welds shall be 100 percent visually inspected with 10 percent also being magnetic particle tested in accordance with AWS specifications. A written testing report shall be submitted upon completion.

304-6.5 Finishing.

304-6.5.1 Blast Cleaning

a) Bare applications of enhanced corrosion resistant steels.

All Blast Cleaning shall be done in a dedicated OSHA approved indoor facility. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

To aid in providing a uniformly “weathered” appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7 latest edition.

Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord need not be blasted.

304-6.6 Delivery and Erection.

304-6.6.1 Delivery. Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. All trucks delivering bridge materials will need to be unloaded at the time of arrival.

304-6.6.2 Installation. The manufacturer will provide detailed, written instruction in the proper lifting procedures and splicing procedures.

304-6.6.3 Splicing. Chord splices shall have loose splice plates that are inserted into the tubular chord members. The splice plates shall have a splice nut retention device consisting of a capture plate(s) with hexagonal holes held in place by either an angle on each side of the capture plate(s) or C channel(s). Tack welding of splice nuts to splice plates is not acceptable unless an approved Weld Procedure Specification (WPS) can be provided. The sections are then bolted together by bolting through the wall of the tube, nut capture assembly and nut.

304-6.6.4 Maintenance. The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the City.

304-6.7 Bearing. Bridge bearings shall consist of a steel setting plate placed on the abutment and the bridge bearing plate which is welded to the bridge structure. One end of the bridge will be fixed and will have fully tightened nuts on the anchor bolts. The expansion end will have finger tight only nuts to allow movement under thermal expansion or contraction. Both ends of bridge shall have slotted holes to facilitate installation tolerance.

304-6.8 Foundations. The bridge shall be seated on cantilever abutments at each end as shown on plans.

304-6.9 Payment.

Measurement and Payment for **FURNISH AND INSTALL STEEL BRIDGE** shall be made at the contract **Lump Sum (LS)** price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, shop drawing, calculation, fabricator/welder certification, testing and submittal preparation submission and revision, bridge fabrication, blast cleaning, delivery and installation, in accordance with fabricators recommendations, as shown on the Plans and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Payment for prefabricated steel bridge will be made at the lump sum price in the Bid for furnishing and erecting the bridge, complete in place.

304-6.10 Warranty. The bridge manufacturer shall warrant that their steel bridge is free of design, material, and workmanship defects for a period of ten years from the date of project acceptance.

SECTION 313 - TRAFFIC SIGNING

313-1 GENERAL. The Contractor shall furnish and install signs as noted on the Plans, shall protect-in-place existing signs and posts which are not to be removed and shall replace any of these signs which are damaged during construction.

Posts shall be installed in driven post anchors per the manufacturer's specifications.

New signs shall be installed on 10 foot posts, except a longer post shall be used if necessary to maintain a 7 foot vertical clearance from the bottom of the lowest sign to the top of the surrounding surface in pedestrian areas. Signposts shall be installed a minimum of 6 feet from power poles, fire hydrants, and other obstructions.

If the anchor and sleeve are installed in a median island with decorative paving, a concrete or decorative sidewalk area:

A 4-inch diameter Schedule 40 PVC sleeve shall be installed prior to placement of the new decorative paving.

On existing pavement, install a 4-inch diameter Scheduled 40 PVC sleeve by core drilling the pavement.

The length of the sleeve shall be the same as the thickness of the decorative paving or up to 1 inch greater. The sleeve shall be installed flush with the finish grade of the surrounding decorative paving. Back fill the annular void between the sleeve and signpost anchor with existing base material or sand to within 1" of the finished surface. Fill the final 1" with grout.

All signs to be salvaged, as called for on the Plans, shall be become property of the Contractor.

All posts driven signpost anchors shall be completely removed and the signpost anchor assembly hole backfilled with clean fill dirt to match the existing surrounding grade (non-paved areas only). Driven signpost anchors in sidewalk or pavement areas shall be completely removed and backfilled with grout to the level of the surrounding grade. Signposts with foundations in parkway area shall be completely removed and backfilled with clean fill dirt to match the grade of the surrounding area. Signposts located within sidewalk or other paved areas, shall core drill the sidewalk and remove the signpost to below sidewalk or paving then backfilled with concrete or paving material to match the existing.

313-2 MEASUREMENT AND PAYMENT.

Measurement and Payment for **INSTALL SIGN** shall be made at the contract unit price bid per **Each (EA)**, installed and in use, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to sign fabrication, sign post painting, sign post alterations, sign assembly, excavation, sign installation, backfill, protection, covering until relevant and uncovering when necessary as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

REVISE as follows:

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-2.1 General. *MODIFY to ADD the following:*

All conflicting striping, pavement markings, and curb paint shall be removed by wet sandblasting or other approved method prior to installation of new striping. All conflicting raised pavement markers shall be removed.

Pavement that is damaged due to removal of markers or striping shall be repaired to the satisfaction of the Agency Representative.

314-2.3 Payment. *DELETE the second sentence and REPLACE with the following:*

Measurement and Payment for **REMOVE PAVEMENT MARKING** shall be made at the contract **Lump Sum (LS)** price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, removal and disposal of pavement marking, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. *MODIFY to ADD the following:*

The Contractor shall furnish and apply traffic stripes and pavement markings as shown on the Plans and as directed by the Agency's Representative. Placement of striping and markings shall conform to the requirements of Section 84 of the State Standard Specifications, latest edition, the City of Irvine Standard Plans and these Special Provisions.

Signing and striping shall conform to part 2 signs & part 3 markings of the (MUTCD), latest edition, these Plans and Special Provisions.

Detail 9 lane line striping pattern in part 3 markings shall be used on all multilane streets regardless of street design speed.

Pavement legends shall match the City stencils (Hawkins stencils or equivalent).

All striping and pavement markings shall be reflectorized and applied in two coats. A minimum of seven days shall be provided between first and second coats.

The Contractor shall contact the City of Irvine inspection services for inspection 48 hours prior to beginning of construction.

Contractor shall verify all existing conditions and dimensions before starting work. If conditions exist which are contrary to those shown on these Plans, the City of Irvine inspection services shall be notified before proceeding with work.

Striping shall be cat tracked and approved by the Agency Representative prior to final installation.

Crosswalk shall conform to the City of Irvine Standard Plan No. 203.

314-4.3.6 Measurement and 314-4.3.7 Payment. *DELETE and SUBSTITUTE with the following:*

314-4.3.6 Measurement and Payment.

Payment for **STRIPING, MARKINGS AND MARKERS** shall be made at the contract **Lump Sum (LS)** price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, removal of existing striping and markings and placing temporary striping and markings applying thermoplastic and painted traffic stripes and pavement markings, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

314-5 PAVEMENT MARKERS.

314-5.4 Placement. *MODIFY to ADD the following:*

All pavement markers shall comply with Sections 81 and 84 of the State Standard Specifications. Non-reflective markers shall be ceramic. All new markers shall have glass faces or be 3M series 290.

Blue raised reflective pavement marker shall be installed adjacent to all existing fire hydrants in accordance with the latest MUTCD.

314-5.6 Measurement and 314-5.7 Payment. *DELETE and SUBSTITUTE with the following:*

314-5.6 Measurement and Payment.

Payment for **STRIPING, MARKINGS AND MARKERS** shall be made at the contract **Lump Sum (LS)** price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, removal of existing pavement markers and placing temporary pavement markers, installation of permanent pavement markers, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Full compensation for removal of existing pavement markers and placing temporary pavement markers is included in the contract **LUMP SUM** price paid for **TRAFFIC CONTROL**, and no additional compensation will be allowed therefor.

PART 6 - TEMPORARY TRAFFIC CONTROL

REVISE as follows:

SECTION 600 - ACCESS

600-2 VEHICULAR ACCESS. *DELETE in its entirety and SUBSTITUTE with the following:*

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

Safe, adequate, continuous and unobstructed vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, bus stops, hospitals, etc., unless otherwise approved by the Engineer.

During non-working hours or when work is not scheduled, all roadway lanes shall be returned to their full traffic use by backfilling and paving open trenches unless otherwise approved by the Engineer. At the end of the workday, the Contractor shall remove all Traffic Control Devices not in use.

The Contractor shall replace vehicle loop detectors damaged by the Contractor's operations, at its own expense within 24 hours of the damage. The Contractor shall replace existing loop detectors, shown on the plans to be replaced, within 24 hours from when they are removed from service.

Should the Contractor fail to replace the vehicle loop detectors within 24 hours from when they are damaged or removed from service, or the installed signal loops are not functional, the Agency, at its option and at the Contractor's sole cost and expense, may install such temporary detection methods as may be necessary. The Agency will deduct cost of such work from any monies due the Contractor. Failure of the Agency, however, to install such temporary detection methods, shall not relieve the Contractor of his full responsibility for public safety per 7-10 of the Standard Specifications and the Special Provisions.

If the Contractor proposes temporary alternate detection methods, video or wireless, the Contractor shall provide submittals of the alternate methods for acceptance by the Engineer in accordance with 2-5.3 of the Standard Specifications and the Special Provisions. The cost for providing all temporary detection methods shall be as included in the various items of Work and no additional compensation will be allowed therefor.

600-3 PEDESTRIAN ACCESS. *DELETE in its entirety and SUBSTITUTE with the following:*

Safe, adequate, continuous and unobstructed pedestrian access shall be maintained to sidewalks, cross walks, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, etc., unless other arrangements satisfactory to the Agency have been made by the Contractor

and accepted by the Agency. Pedestrian access and paths shall meet federal, state and Agency ADA requirements.

ADD:

600-4 CONSTRUCTION PARKING CONTROL. The Contractor shall control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, owners operations, or construction operations, and monitor parking or construction personnel private vehicles by maintaining free vehicular access to and through parking areas and prohibit parking on or adjacent to access roads, or in non-designated areas.

ADD:

600-5 SITE ACCESS. When entering or leaving roadways carrying public traffic, contractors' equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall not access the construction site from Siglo or enter onto APN 435-151-41. The construction site may accessed from OCPW R/W and from Kelvin Avenue.

The Contractor shall comply with the following City of Irvine truck route restrictions:

DESIGNATED TRUCK ROUTES - ORD. NO. 92-09

<u>Name of Street</u>	<u>Portion Designated</u>
a) Alton Parkway	Sand Canyon Avenue to Irvine Boulevard
b) Bake Parkway	Rockfield Boulevard to easterly City limit
c) Barranca Parkway	Red Hill Avenue to Jamboree Road
d) Campus Drive	Jamboree Road to MacArthur Boulevard
e) Irvine Boulevard	Culver Drive to Jeffrey Road
f) Irvine Boulevard	Alton Parkway to easterly City limit
g) Jamboree Road	Warner Avenue to MacArthur Boulevard
h) Laguna Canyon Road	Alton Parkway to State Route 133
i) Laguna Freeway (133)	
j) MacArthur Boulevard	Daimler Street. to Campus Drive
k) MacArthur Boulevard	Jamboree Road to Ford Road
l) Main Street	Jamboree Road to westerly City limit
m) Red Hill Avenue	Barranca Parkway to San Diego Fwy. (I-405)
n) Rockfield Boulevard	Bake Parkway to easterly City limit
o) Sand Canyon Avenue	San Diego Fwy. (I-405) to northerly City limit
p) San Diego Fwy. (I-405)	
q) Santa Ana Fwy. (I-5)	

RESTRICTED ROUTES, SEVEN TON (14,000 POUNDS) GROSS WEIGHT - ORD. NOS. 92-09 AND 98-16

<u>Name of Street</u>	<u>Portion Designated</u>
a) Campus Drive	Jamboree Road to University Drive
b) Culver Drive	Santa Ana Fwy. (I-5) to northerly City limit
c) Jeffrey Road	Irvine Center Drive to Santa Ana Fwy. (I-5)
d) Jeronimo Road	Goodyear to 400 feet westerly of Bake Pkwy.
e) Toledo Way	Goodyear to 400 feet westerly of Bake Pkwy.
f) Trabuco Road	400 feet easterly of the northbound Santa Ana Freeway off-ramp near Culver Drive and the easterly City limits
g) Walnut Avenue	Harvard Avenue to Culver Drive
h) Harvard Avenue	Walnut Avenue to Irvine Center Drive

THREE TON (6,000 POUNDS) GROSS WEIGHT - ORD. NO. 92-09

<u>Name of Street</u>	<u>Portion Designated</u>
a) Bonita Canyon Road/Shady Canyon	Newport Coast Drive to Sunnyhill
b) Culver Drive	Michelson Drive to Bonita Canyon Road
c) University Drive	Ridgeline Drive to Harvard Avenue

SECTION 601 - WORK AREA TRAFFIC CONTROL

REVISE as follows:

601-1 GENERAL. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall provide and maintain all construction area traffic controls in accordance with Part 6 of the Standard Specifications, the latest version of the (MUTCD), and Work Area Traffic Control Handbook (WATCH), and these Special Provisions.

Portable delineators (traffic cones are not allowed) which conform to the current California Manual of Uniform Traffic Control Devices (CA MUTCD) shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet. The minimum lane transitions shall be a 50 to 1 taper unless otherwise shown on the plans. Double base delineators will be required.

If the portable delineators are damaged, displaced or are not in an upright position, from any cause, said portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the Agency's Representative. The Contractor shall also provide temporary traffic delineation per 602 at the conclusion of each working day, if not sooner, as directed by the Agency's Representative, for any centerline, painted median or lane line which is obliterated by construction.

The Contractor shall provide temporary delineation as directed/accepted. Temporary delineation shall include removal of conflicting markings by accepted means; 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 methods accepted by the Engineer. Blacking out the pavement will not be allowed. Temporary reflective striping tape may be used, except that it shall not be applied to final asphalt surfaces. Tape shall be removed from temporary surfaces prior to placement of additional asphalt.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the Agency's Representative, names and telephone numbers of three persons responsible for this emergency service. In the event the Contractor does not promptly respond when notified, the Agency may make corrections at Contractor's expense.

Each workday, the Contractor shall ensure traffic control is in place prior to starting construction.

Should the Contractor appear, in the opinion of the Engineer, to be lacking in providing adequate warning devices and protective measures as above 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 his/her 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 its obligation to furnish and pay for these devices.

The Contractor shall notify local Police and Fire Departments of its intent to begin work at each location at least ten (10) days before work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area. The Contractor shall also coordinate with OCTA to ensure the safe operation of buses and access to bus stops in the construction area.

No work that interferes with public traffic shall be performed except during the hours specified for lane closures 601-6.6.

Existing traffic loop detector replacement shall be required as necessary such that no traffic signal loop is out of operation at the end of the workday. The cost for providing all temporary traffic signal loop detectors shall be included into the various related items of work and no additional compensation will be allowed; this includes traffic signal loop detectors damaged by the Contractor's operations not designated for replacement in the contract plans.

Areas requiring edge cold mill shall be cold milled not more than three (3) Calendar Days prior to AC paving. Areas requiring digouts shall be repaved and open for traffic at the end of the same day.

The Contractor shall maintain access to all driveways at all times.

601-3 PAYMENT. *MODIFY to ADD the following:*

The contract **Lump Sum (LS)** price paid for **TRAFFIC CONTROL** includes full compensation for furnishing all labor, materials, tools, equipment and incidentals and doing all the work involved in all temporary traffic control related work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system, complete in place, temporary Asphalt Concrete including installation and removal; all associated temporary signing and striping; flashing arrow signs; flagging and/or flagger costs; and project notifications, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as approved by the Engineer.

ADD:

601-4 STREET CLOSURE, DETOURS, BARRICADES. Unless shown on the plans, no street closure shall be allowed.

The Contractor shall construct the proposed improvements to minimize public inconvenience. The Contractor shall provide ADA accessible pedestrian detours around construction areas.

The Contractor shall have all Traffic Control Devices properly installed prior to commencing construction and shall maintain these devices to ensure proper flow and safety of traffic while working in the street.

The contractor shall be responsible for any additional Traffic Control Devices deemed necessary by the Engineer to assure public safety at all times.

ADD:

601-5 STORAGE OF EQUIPMENT. Unless otherwise authorized in writing by the Engineer, construction materials may not be stored in streets, roads, or highways beyond the end of each Working Day. No equipment shall be stored within limits of the acquired temporary construction easements at any time.

Construction equipment shall not be stored at the work site before its actual use on the Work nor for more than two (2) Calendar Days after it is no longer needed on the Work. Time necessary for repair or assembly of equipment may be authorized by the Agency.

Excavated materials, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads, temporary construction easements, or highway unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

The Contractor shall submit an equipment-staging plan for approval by the Engineer. The plan shall address the use of private property for the staging, unloading, loading, and storing of equipment. The Contractor shall obtain an agreement from private property owners prior to the start of the project. The agreement shall release and hold the Agency, the Engineer, the Agency Representative and their consultants harmless from claims for damages. Failure to file a plan or obtain written approval from private property owners is considered a breach of Contract and subject to all remedies and enforcement procedures specified in the Contract Documents.

ADD:

601-6 TRAFFIC REGULATIONS.

601-6.1 General. Furnish, install and maintain Traffic Control Devices, equipment, materials, and other safeguards to provide safe and effective work areas, and to warn, control, protect and expedite vehicular and pedestrian traffic.

On daily basis, remove temporary traffic delineation, signage and other devices when no longer required. Restore areas to original or to specified conditions.

601-6.2 Related Requirements. Traffic control work and Traffic Control Devices for construction shall conform to the latest edition of:

- a) MUTCD
- b) Work Area Traffic Control Handbook (WATCH manual)
- c) Standard Specifications
- d) O.S.H.A. requirements
- e) California Vehicle Code

601-6.3 Construction Area Signs. The Contractor shall:

- a) Use only signs that conform to the dimension, color, legend, reflectorization and lighting requirements of the current WATCH, MUTCD and the Contract Documents.
- b) All sign panels shall be the product of a commercial sign manufacturer, but need not be new. Used sign panels clean and in good repair, as determined by the Agency Representative, may be used.
- c) Sign panels for portable signs may be metal, cotton drill fabric, flexible industrial nylon fabric or other approved fabric.
- d) Temporary stop signs shall have a minimum clearance of seven (7) ft. from bottom of sign to existing ground or pavement.
- e) Further requirements as discussed in the Contract Documents.

601-6.4 Flaggers. The Contractor shall provide flaggers as deemed necessary by the Engineer to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and employ only flaggers trained in flagging fundamentals and procedures referred to in the "Flagger Handbook" available on the Internet at the following website: http://www.dot.ca.gov/hq/construc/flagging/flagging_handbook.pdf.

Payment for flagging is considered as included in the various items of work and no additional compensation will be allowed therefor.

601-6.5 Temporary Closure of Existing Traffic Lanes. Unless the traffic control, working hours and lane requirements are modified in the Special Provisions, the following requirements shall be followed:

- a) When permitted by the Engineer, one (1) lane on each roadway adjacent to the working area may be closed to public traffic. Use of reflective or lighted traffic delineators to direct traffic away from excavations or other obstructions will be considered as a lane closure.

- b) A minimum of one (1) lane of traffic, twelve (12) feet wide, fourteen (14) feet wide if a lane is adjacent to an outside curb, in each direction, shall be maintained through the work area at all times.
- c) A minimum of two (2) lanes of traffic, each being twelve (12) feet wide, fourteen (14) feet wide if a lane is adjacent to an outside curb, in each direction, shall be maintained through the work area at all times when the work area is within a major arterial highway unless otherwise approved.
- d) When work is in progress within three (3) feet of a lane being used by public traffic, Contractor shall close the lane adjacent to the work. Reflective or lighted traffic delineators shall be placed to direct public traffic around the construction area in accordance with the requirements of this section. During non-working hours or when work is not in progress, position and maintain reflective traffic delineators in the 1 to 1-1/2 foot width of the existing traffic lane adjacent to the work.
- e) On roads open to public travel, temporary lane closures are limited between the hours of 9:00 a.m. and 3:00 p.m. Closures of roads on Sundays, holidays, or between the hours of 3:00 p.m. and 9:00 a.m. are prohibited unless otherwise approved by the Engineer.

All Traffic Control Devices used between dusk and 6:00 a.m. shall be lighted or reflectorized. Agency approved arrow board(s) shall be used to direct public traffic on all roads.

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., 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.

601-6.6 Lane Requirements/Working Hours.

Working Hours:

Monday through Friday: 9:00 a.m. to 7:00 p.m.

Saturday: 9:00 a.m. to 6:00 p.m.

Sunday: No work permitted

Legal holidays: No work permitted

Work requiring lane closures may be in progress during the following hours:

Monday through Friday: 9:00 a.m. to 3:00 p.m.

Saturday: 9:00 a.m. to 3:00 p.m.

Sunday: No work permitted

Legal holidays: No work permitted

601-6.7 Closure Schedule. The Engineer shall be provided a list of any street lane closures, ramp closures, trail closures, sidewalk closures or detours for review and acceptance at least three (3) weeks advance of the closure.

Contractor shall submit a written schedule of planned closures utilizing the closure schedule request form, furnished by the Engineer. The closure schedule shall show the number of lanes, locations and times of the proposed closures, a precise description of work to be performed. Closure schedules submitted to the Engineer with incomplete or inaccurate information will be rejected and returned for correction and resubmittal. The

Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Upon approval of the closure schedule by the Engineer and at least three (3) Working Days in advance of closing a lane, the Contractor shall notify the Police, Fire, Orange County Transportation Authority (OCTA) bus service, the Agency Representative and all other affected jurisdictional agencies, and comply with their requirements.

Closure schedule amendments, including adding additional closures, shall be submitted by noon to the Engineer, in writing, at least five (5) Working Days in advance of a planned closure. Approval of closure schedule amendments will be at the discretion of the Engineer.

The Engineer, the Police, Fire, Orange County Transportation Authority (OCTA) bus service, and all other affected jurisdictional agencies shall be notified of cancelled closures two (2) Working Days before the date of closure

The Contractor shall notify by email the City of Irvine four (4) Working Days prior to commencing any work within 250 feet of any signalized intersection (measured from the nearest cross street curb), implementing any road closure, and/or implementing any detour of traffic. Email notifications shall be sent to roadworkcoordination@cityofirvine.org.

Closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer.

601-6.8 Late Reopening of Closures and Required Contingency Plan. If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in 6-3 of the Special Provisions. No further closures shall to be made until the Engineer has accepted a contingency plan, submitted by the Contractor that will ensure future closures will be reopened to public traffic at the specified time. A detailed contingency plan shall be prepared and submitted to the Engineer within one business day of the Engineer's request. The Engineer will have two (2) Working Days to accept or reject the Contractor's proposed contingency plan. The Contractor will not be entitled to compensation for the suspension of work resulting from the late reopening of closures.

601-6.9 Compensation. The Engineer shall be notified of delays in the Contractor's operations due to the following conditions:

- a) The Contractor's proposed closure schedule is denied and his planned closures are within the time frame allowed for closures in the Special Provisions, except that the Contractor will not be entitled to compensation for amendments requested by the Contractor to the closure schedule that are not approved.
- b) The Contractor is denied a confirmed closure.

If, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of these conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way

delay and will be compensated in conformance with the provisions in 2-8 of the Standard Specifications and the Special Provisions.

Should the Engineer direct the Contractor to remove a closure before the time designated in the approved closure schedule, delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay and compensation for the delay will be determined in conformance with the provisions in 2-8 of the Standard Specifications and these Provisions.

601-10 AUTHORITY OF AGENCY REPRESENTATIVE. Provisions of this section may be modified or altered if, in the opinion of the Agency Representative, public traffic will be better served and work expedited.

601-10.1 Execution. The Contractor shall field check all temporary traffic control signs, barricades, and other devices at least three (3) times every day, including Saturdays, Sundays and holidays to insure their proper maintenance and conformance to the Contract Documents and detailed instructions by the Agency Representative.

Should Contractor fail to properly place and/or maintain delineated lane closures or work areas, the Agency, at its option and at Contractor's sole cost and expense, may place delineation, barricades, or other devices, as may be necessary, to protect the public. Agency may in its discretion withhold the cost of such work from any monies due the Contractor at an amount equal to the rates shown below:

Delineation

Delineator	\$2.00/day plus-labor & equipment
Lighted Barricade	\$5.00/day plus-labor & equipment
8 Foot Wood Barricade	\$7.50/day plus-labor & equipment
Temporary Signs	\$25.00/day plus-labor & equipment
Type III Barricade	\$10.00/day plus-labor & equipment

Labor (2 Hour Minimum) - Regular Time

Lead Street Maintenance Technician	\$52.88
Street Maintenance Technician	\$40.82
Equipment Operator I	\$46.14
Equipment Operator II	\$49.74
Street Maintenance Supervisor	\$62.99
Street Superintendent	\$79.80

Equipment

Arrow Board	\$15.00/hour
Pickup	\$10.00/hour
Sweeper	\$45.00/hour
5-Yard Dump	\$25.00/hour

Loader	\$25.00/hour
Water Truck	\$25.00/hour
1-Ton Truck	\$10.00/hour

Agency shall have no obligation to Contractor with respect to Agency's decision whether or not to exercise Agency's options pursuant to this subsection.

ADD:

601-11 PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS). Portable changeable message signs shall be furnished, placed, operated, and maintained as designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Provisions. The Contractor shall furnish two (2) PCMS. PCMS shall be available throughout construction for placement as approved by the Engineer to mitigate traffic impacts caused by construction activities.

601-11.1 Payment. Full compensation for conforming to the requirements for PCMS, including furnishing all labor, tools, equipment, materials and incidentals required for doing all the work involved in furnishing, installing, maintaining, relocating, changing sign message (regardless of the number of times directed by the Engineer), replacing, repairing, and when no longer required, removing of all PCMS as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the Contract **Lump Sum (LS)** price paid for **TRAFFIC CONTROL** and no separate compensation will be allowed therefor.

601-12 FLASHING ARROW SIGNS. Flashing arrow sign shall be mounted on a truck or on a trailer and shall be capable of operating while the vehicle is moving or as directed by the Engineer. 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.

Electrical energy to operate the sign shall be obtained from the vehicle on which the sign is mounted. The supply of electrical energy shall be capable of operating the sign in the manner specified. The electronic circuitry shall provide between 30 and 45 complete operating cycles of the sign per minute in each of the modes specified.

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 furnished 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:

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.

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.

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.

Travel Mode - Travel or caution mode shall flash in a manner not resembling any other mode.

Full compensation for conforming to the requirements of this section shall be considered as part of Bid Item **TRAFFIC CONTROL** and no additional compensation will be allowed therefor.

PART 8 - LANDSCAPE AND IRRIGATION MATERIALS

SECTION 800 - MATERIALS

800-1 LANDSCAPE MATERIALS.

800-1.2 Soil Fertilizing and Conditioning Materials

800-1.2.3 Commercial Fertilizer. *DELETE entire section and SUBSTITUTE with the following:*

Commercial fertilizer for back fill mix shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used. Exact composition and type of fertilizer to be determined by the agronomic soils test and will be supplied by the Contractor at no additional cost to the City. Organic/JTM Complete is the city's preferred fertilizer.

Organic/JTM fertilizer application applied at the following rates:

For pre-plant landscape application (Turf and Groundcover)	Apply 30 pounds per 1000 square feet		
Container Size	1 gallon	5 gallon	15 gallon
Application Rates	2 oz.	6 oz.	19 oz.

800-1.2.4 Organic Soil Amendment. *DELETE entire section and SUBSTITUTE with the following:*

Organic Soil Amendment for back fill mix shall be Type 1. Nitrogen Stabilized Organic soil amendment shall be redwood sawdust free of shavings or particles of other woods such as fir or pine, supplied in bulk and 0.5% nitrogen stabilized by standard techniques. An acceptable substitute is nitrogen stabilized fir or cedar sawdust ground to 0-1/4" particle size and 1.0% nitrogen stabilized.

800-1.2.5 Mulch. *DELETE entire section and SUBSTITUTE with the following:*

Contractor shall install 2" thick layer of mulch in all planter areas. Install mulch per Irvine standard plan #601, 602, 606, and 607. Mulch to be installed after the planting of shrubs.

The Contractor shall maintain a 6" clear "no-mulch" zone around the base of each new and existing shrub and tree.

Mulch to be "Forest Floor" (0-2"), or approved equal:

- a) Available from
Tierra Verde Industries
7913 Marine Way
Irvine, CA 92618
(949) 551-0363
- b) Product shall be woodchips ½" to 3" in length, meet Caltrans Standard Specifications 20-2.08 for Mulch, contain only toxic free mineral based colorant, **and contain reused City of Irvine Green Waste.**
- c) The Contractor shall submit one sample of mulch materials for City approval.
- d) The Engineer has the right to reject all samples and request additional samples until a suitable mulch material is approved.

800-1.4 Plants. *ADD the following:*

Contractor to provide 1-year guarantee for all shrubs.

800-1.4.1 General. *DELETE entire section and SUBSTITUTE with the following:*

Shrubs and ground covers shall be grown by an established nursery having been in the business of growing shrubs and ground covers a minimum of five (5) years. At the option of the Engineer, plants shall be inspected and tagged at the nursery prior to shipment to the planting site. Shrubs shall be of the specified type and size, selected from high quality, well-shaped nursery stock. Plant names indicated or listed in the "Plant Legend" on the Plans, conform to the approved names given in "An Annotated Checklist of Woody Ornamental Plants in California, Oregon, and Washington, Manual 4091", published by the University of California (1979), and in accordance with American Nurseryman standards. Except for names not covered therein, the established custom of the nursery shall be followed. Condition of plants 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.

Plants shall not be pruned prior to delivery, except as authorized by the City. The size of the plants 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 plants, measured before pruning with the branches in normal position, shall conform to the measurements, if any, specified on the Plans. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants shall not serve as the basis for a change order. All plant material shall be subject to the inspection and acceptance of the City before planting. A representative number of plants as determined by the City may be inspected for size and condition of root growth, insects, injuries and defects. Plants not accepted are to be removed from the site immediately and replaced with suitable plants. The City reserves the right to reject entire lots of plants represented by defective samples. The contractor shall provide a plant material order invoice to the Engineer at the preconstruction meeting.

800-1.6 Miscellaneous Landscape Materials. ADD the following Section:

800-1.6.1 General. 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. Approved equals are acceptable as approved by the engineer. Suppliers and manufacturer's directions, specifications and recommendations will be followed in all cases where the materials used furnish directions and cover points not delineated on the Plans or in the Specifications. The specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. In the event of any discrepancies between the Plans or Specifications, the final decision as to which will be followed shall be made by the Engineer. 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 the City.

All workmanship and materials incorporated shall be the best available grade of their respective kind. Provide a sample of each material specified. Accepted samples may be used in the Work. Submit three (3) sets of a type written list of materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, material number, and the manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the material to be installed. 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 substitution which affect other items of work.

800-1.6.2 Herbicide.

All herbicides shall be organic. Organic herbicide for weed abatement shall be Suppress EC, or approved equal.

800-1.6.3 Pre-emergent.

Pre-emergent weed control material shall be Organic.

800-2 IRRIGATION SYSTEM MATERIALS.

800-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

DELETE 2nd Paragraph and REPLACE with the following:

All pressure supply lines downstream of the strainer assembly unit shall be Schedule 40 solvent weld PVC 1-1/2" or smaller and Class 315 solvent weld PVC for 2" or larger. Piping shall conform to ASTM 1785. All non-pressure lines downstream of the remote control valve shall be Schedule 40 solvent weld PVC conforming to ASTM D1785. 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. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

All solvent weld PVC fittings shall be standard weight Schedule 80 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. All threaded nipples shall be standard weight

Schedule 80 with molded threads and shall conform to ASTM D1785.

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. 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.

800-2.2.2 Gate Valves. *DELETE entire section and SUBSTITUTE with the following:*
Gate valves shall be of the manufacturer, size, and type indicated on the Plans.

800-2.2.4 Remote Control Valves. *DELETE entire section and SUBSTITUTE with the following:*

Automatic control valves shall be of the manufacturer, size, and type indicated on the Plans. Automatic control valves shall be electrically operated. Drip zone valves shall be accompanied with pressure regulators and filters per the manufacturer.

800-2.2.7 Valve Boxes. *DELETE entire section and SUBSTITUTE with the following:*

Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils. The valve box cover shall be green in color and secured with dual locks to be supplied. The cover and box shall be capable of sustaining a load of 1,500 pounds. Valve box extensions shall be by the same manufacturer as the valve box. Automatic control valve boxes shall be rectangular and sized per plan. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers. Gate valve boxes shall be 10" circular size. Valve box covers shall be marked with either "GV" "heat branded" onto the cover in 2 inch high letters. Line flushing valve boxes shall be 10" circular size. Valve box covers shall be marked with either "FV" "heat branded" onto the cover in 2 inch high letters. Heat branding method, craftsmanship, and lettering orientation to be approved by city prior to branding lids.

800-2.2.8 Line Flushing Valves. *ADD the following Subsection:*

Line flushing valves shall be the size and type as indicated on the plans.

800-2.4 Sprinkler Equipment. *DELETE entire section and SUBSTITUTE with the following:*

Irrigation heads and nozzles shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the Plans. Irrigation heads and nozzles shall be used as indicated on the Plans.

Drip line shall be of the manufacturer, size, type with discharge rate, emitter spacing and operating pressure as indicated on the Drawings. All fittings, line flushing valves and anchor staples shall be of the same manufacturer as the drip line.

800-2.5 Miscellaneous Landscape Materials. *ADD the following Section:*

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. After award of contract and before any irrigation system materials are delivered to the job site, submit to the Engineer a complete list of all irrigation systems, materials, or processes proposed to be furnished and installed as part of this Contract. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, furnish the manufacturer's recommendations as to the method of installation.

No substitutions will be allowed without prior written acceptance by the Engineer. Manufacturer's warranties shall not relieve the Contractor of liability under the guarantee. Such warranties shall only supplement the guarantee. If the Contractor wishes to substitute any equipment or materials for equipment or materials listed on the irrigation Drawings and Specifications, it may do so by providing the following information to the Engineer for approval:

- Provide a written statement indicating the reason for making the substitution.
- Provide catalog cut sheets, technical data, and performance information for each substitute item.
- Provide in writing the difference in installed price if the item is accepted.

The contractor shall furnish all materials as specified in the plans and specifications and turn over a fully functional irrigation system complete with programming as coordinated by the City and accommodating for the new irrigation controller within the new landscape.

Additionally, the contractor shall be responsible for repairing any landscape damaged or removed for the purpose of installation of the irrigation.

All irrigation materials provided and installed shall be specifically designed and manufactured for use within reclaimed irrigation systems.

800-3 ELECTRICAL MATERIALS.

800-3.2.2 Conductors. *DELETE entire section and SUBSTITUTE with the following:*

Remote control wire shall be direct-burial AWG-UF type, size as indicated on the Drawings, and in no case smaller than 14 gauge. Connections shall be Scotchlok 3M DBY Direct Bury Splice Kit per city std. plan 516. Kit shall include a Scotchlok Y Spring connector, a Polypropylene tube prefilled with waterproof sealing gel. 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). The Contractor shall provide 4 spare control wires per City of Irvine Landscape Manual, Section V Irrigation Specifications (under Products and Installation, item 24, item c).

800-3.3 Controller Unit. *DELETE entire section and SUBSTITUTE with the following:*

The Controller unit shall be of the manufacturer, and type indicated on the plans.

SECTION 801 - INSTALLATION

801-1 GENERAL.

801-2 EARTHWORK AND TOPSOIL PLACEMENT.

801-2.2.1 General. *DELETE 1st sentence in the 4th paragraph, and ADD at end of section the following:*

WEED ABATEMENT OPERATIONS. The irrigation system, soil preparation operations, and finish grade shall be approved by the Engineer prior to weed abatement operations.

Contractor shall operate the irrigation system to keep planting areas uniformly moist for a period of two (2) weeks (14 calendar days). At the end of the two (2) week period, Contractor shall spray all visible weeds with an approved organic, non-selective, post emergent herbicide. Application rate and method shall be recommended by the manufacturer. After spraying, planting areas shall remain unwatered for a minimum of forty-eight (48) hours.

After seven (7) calendar days from the chemical application, weeds and debris shall be disposed of off-site.

Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.

After weed abatement operations, and as determined by the Engineer, planting areas shall be scarified to a depth not to exceed one inch (1").

Weeds and debris shall be disposed of off-site.

801-2.2.2 Fertilizing and Conditioning Procedures. *ADD the following after the last paragraph:*

Fertilizing and soil amendment guidelines under agronomic soils testing shall be used for bidding purposes for planting areas, however, Contractor shall amend it as necessary per the soils test report at no additional cost to the City.

801-2.3 Finish Grading. *DELETE 2nd paragraph and ADD the following after the last paragraph:*

Finish grades are existing having been previously established the contractor shall maintain the existing finished grade elevations. Finish grading will only be required in raking out/feathering spoils from planting installations.

801-4 PLANTING.

801-4.1 General. *ADD the following after the last paragraph:*

Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, underground irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements. 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. 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 Plans. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.

Any plant material or any development materials specified by trade name or equal, shall be according to these Plans and Specifications. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals for plant material must be accompanied by written proof of non-availability within a five hundred mile radius of the project site for material originally specified and proof that material was ordered in a timely manner upon award of contract. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds. Do not allow plants 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 plants, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense. Moisten prepared surface immediately prior to installing plant material. Install plant material immediately after delivery to site, within 24 hours after delivering to prevent deterioration. Hand water landscaped areas immediately after installation with a minimum of 1" of water.

801-4.5 Tree and Shrub Planting. *DELETE 4th paragraph and REPLACE with the following:*

In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations for plant material will be selected by the City. Operation shall be done at no extra cost to the City. The following material shall be thoroughly blended and used as a backfill mix:

- 6 parts by volume on-site soil
- 4 parts by volume Organic Amendment 1 lbs. 16-20-0 per cubic yard of mix
- 2 lbs. Iron Sulfate per cubic yard of mix

The actual material and amounts, as determined by the agronomic soils test, shall be supplied by the Contractor at no additional cost to the City. 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. Remove all plants from their containers and set so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Set the directed amount of plant fertilizer to be used with each plant on the top of the root ball so the required fertilizer amount to be used in each hole can be easily verified and approved by the Engineer. Improper planting may delay the maintenance period and extend working days causing liquidated damages. Planting holes shall be compacted with no more than 1" settlement from finished grade.

801-4.5.1 Mulch. *ADD the following Subsection:*

All shrubs and ground cover areas shall be mulched after planting with 2 inches of mulch. Maintain a 6 inch clear "no-mulch" zone around the base of each tree and shrub.

801-5 IRRIGATION SYSTEM INSTALLATION.

801-5.1 General. *ADD the following after the last paragraph:*

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. Verify that irrigation system may be installed in strict conformance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations. In the event of discrepancy, immediately notify the Engineer.

Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved. 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.

The Engineer will approve final grades before work on this Section will be allowed to begin. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Coordinate the installation of all irrigation materials with all other work.

All scaled dimensions are approximate. Check and verify all size dimensions prior to proceeding with work under this Section. 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. Prior to installation, stake out all pressure supply lines, routing and location of sprinkler heads, valves, and automatic controller. Layout irrigation system and make minor adjustments required due to differences between site and Drawings. Where piping is shown on Drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas. Connections to, or the installation of, the water supply shall be at the locations shown on the Drawings. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

Existing irrigation equipment to be replaced including valves, spray heads, and rotors shall be salvaged and delivered to the City.

Verify and be familiar with the locations, size and detail of points of connection provided as the source of water and connection to the irrigation system. Irrigation design is based on the available static water pressure shown on the Drawings. Verify static water pressure on the project prior to the start of construction. Should a discrepancy exist, notify the Engineer's authorized representative prior to beginning construction. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground and take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the Engineer who will arrange for relocations. Proceed in the same manner if a rock layer or any other such conditions are encountered. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its sole cost, all damage resulting from its operations or negligence.

The Agency Representative shall have, at all times, safe access to the Work. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the Engineer, 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. Inspections will be required for the following at a minimum:

- System layout
- Pressure test irrigation main line (Six hours at 125 PSI) lateral lines (2 hours at 100 psi).
- Coverage test of irrigation system
- Final inspection prior to start of maintenance period
- Final acceptance

Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the Engineer for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

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. 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. 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. 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.

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.

Supply the following items:

- Two (2) wrenches for disassembly and adjustment of each type of sprinkler head used in the irrigation system.
- Two (2) 30-inch sprinkler keys for manual operation of control valves.
- One (1) valve box cover key.
- Four (4) extra sprinkler heads of each size and type.
- 250 feet of additional drip line and 100 feet blank roll.
- 200 drip line staples.

The above equipment shall be turned over to the Engineer at the final inspection.

At the time of the pre-maintenance period inspection, the Engineer 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. The City Engineer shall have final authority on all portions of the work.

801-5.3 Irrigation Pipeline Installation.

801-5.3.1 General. *ADD the following after the last paragraph:*

Excavations shall be straight with vertical sides, even grade, and support pipe per City Landscape Standard Plan No. 501. Trenching excavation shall follow layout indicated on Drawings to the depths below finished grade and as noted. Where lines occur under paved areas, these dimensions shall be considered below subgrade. Provide minimum cover of 24 inches on pressure supply lines. Provide minimum cover of 24 inches for control wires. Provide minimum cover of 12 inches for non-pressure lines unless lines are designated as "ON GRADE" per the plans. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter. 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. Flooding in lieu of tamping is not allowed. Under no circumstances shall truck wheels be used to compact backfill. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement. Cutting or breaking of existing pavement is not permitted. 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.

Remove all dented and damaged pipe sections. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades. Parallel lines shall not be installed directly over each other. In solvent welding, use only the specified primer and solvent cement and make all joints in strict conformance 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. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer. Center load all plastic pipe prior to pressure testing. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. *ADD the following after the last paragraph:*

Automatic control valves, and gate valves shall be installed in the approximate locations indicated on the Drawings. Valves shall be installed in shrub areas whenever possible. Install all valves as indicated in the detail Drawings. Valves to be installed in valve boxes shall be installed one valve per box.

801-5.5.1 General. *ADD the following after the last paragraph:*

Irrigation heads shall be installed as indicated on the Drawings. Riser nipples shall be of the same size as the riser opening in the sprinkler body. Install all assemblies specified herein according to the respective detail Drawings or Specifications, using best standard practices.

801-5.6 Automatic Control System Installation. *ADD the following after the last paragraph:*

All Automatic Irrigation valves shall be connected to the existing irrigation controllers.

Three (3) sets of laminated 11"x17" new controller charts and 8.5"x11" data sheets shall be provided for all irrigations systems.

801-5.7.3 Sprinkler Coverage Test. *ADD the following after the last paragraph:*
Coverage testing shall be performed for overhead irrigation.

Adjust valves, align heads, and check the coverage of each system prior to coverage test. If it is determined by the Engineer that additional adjustments or nozzle changes will be required to provide proper coverage, make all necessary changes or adjustments prior to any planting. The entire system shall be operating properly before any planting operations commence.

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. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing. When the sprinkler system is completed, perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Engineer.

Irrigation drip line to be installed per plans. The contractor shall be responsible for making field adjustments to provide proper drip coverage. Install drip line on finish grade per manufacturer's instructions. Immediately after installing drip line, flush system to the satisfaction of the Engineer. Drip line coverage to be observed, tested, and approved by the Engineer prior to burying with top soil. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing.

801-5.7.4 Operational Test. *ADD the following after the last paragraph:*

Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Plans, 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 Engineer. This test shall be accepted by the Engineer and accomplished before starting any planting. Final inspection will not commence without record Drawings as prepared by the Contractor. During the maintenance period adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings. 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.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT. *DELETE entire section and SUBSTITUTE with the following:*

Landscape maintenance and plant establishment period shall be a minimum of ninety (90) days 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 and planting establishment period. At the acceptance of all planting areas, 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. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer. Maintain all planted areas 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.

- Water, weed, fertilize, edge, prune, spray as necessary to promote a healthy growing condition. Maintain lawn at a mowing height recommended by the city. All planted areas shall be kept free of debris and weeds. Keep project neat and attractive throughout the maintenance period.
- Apply organic herbicides for weed control, as needed or directed by City, in accordance with manufacturer's instructions and applicable laws and regulations. Organic pre-emergent herbicide shall be required in all planter, shrub and ground cover areas. Remedy damage resulting from weed control.
- Exterminate rodents and insects as required and in accordance with applicable City of Irvine policies, State and Federal laws and regulations. Remedy damage from pest control.
- Adjust the irrigation system to sufficiently saturate root zone without rotting trees, shrubs, and ground cover. Do not exceed IRWD allocation.
- Repair or replace any damaged item caused by vehicles, vandals, rabbits, rodents, bicycles, or foot traffic during the maintenance period.
- Fertilize with "Organic/JTM Complete" at 30 lbs./1,000 s.f. at the beginning and end of the maintenance period (twice) or as indicated by the agronomic soils test.

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.

Inspection is required for, and not necessarily limited to, the following parts of the work.

- Incorporation of soil amendments and fine grading.
- Prior to digging plant pits for shrubs.
- During backfilling of plant pits with amended backfill.
- Final inspection at the end of the maintenance period.
- Irrigation Inspection / Coverage Test prior to planting.

801-8 PAYMENT. *DELETE entire section and SUBSTITUTE with the following:*

Measurement and Payment for **LANDSCAPE IRRIGATION** shall be made at the contract unit price bid per **Lump Sum (LS)**, price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, submittals, irrigation materials and related appurtenances; installation of wire, conductors and pull boxes; connection to irrigation equipment, excavation, installation of pipe, fittings and backfill / compaction, installation of control valves and spray heads, as-builts, record drawings, guarantees, permits and licenses, testing, inspections conforming to City Std. Plans, as shown on the Plans, as

specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement and Payment for **SODDED TURF** shall be made at the contract unit price bid per **Square Foot (SF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, submittals, transporting, delivering, storing, furnishing, and installation of sodded turf, fine grading, weed abatement, soil preparation and amendments and clean-up operations as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Payment for **PLANT ESTABLISHMENT AND MAINTENANCE (90 WORKING DAYS)** shall be made at the contract **Lump Sum (LS)** price bid and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, submittals, fertilizers, irrigation system inspection and operation, plant materials, plant replacement, supervision, and all other items necessary to establish and maintain the landscaping for the entire duration of the Post Installation Maintenance period within the limits as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

801-9 GUARANTEE. *ADD the following Subsection:*

The guarantee shall be valid unless existing equipment utilized on the project fails within the guarantee period. Should any problem with the irrigation system be discovered within the guarantee period the Contractor shall correct it within ten (10) calendar days after receipt of written notice from City (and at no additional expense to 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. Guarantee shall be submitted on Contractor's own letterhead as follows:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler 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 therefore upon demand.

APPENDIX A

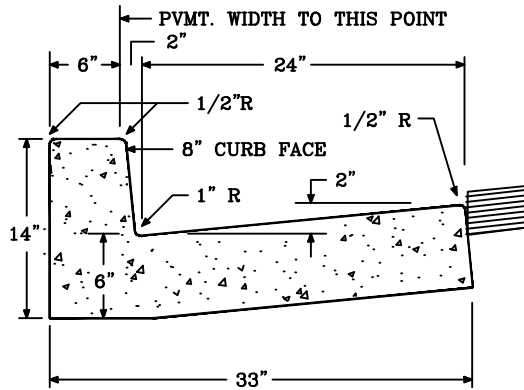
STANDARD PLANS

Copies of the following agency standard plans and/or details referenced by the plans and Specifications are attached hereto and are made a part of these Special Provisions. See Appendix.

AGENCY:	STD. PLAN NO.:	DESCRIPTION:
City of Irvine	200	Concrete Curbs and Gutters
City of Irvine	201	Sidewalk Detail
City of Irvine	202	Curb Return Details
Caltrans	RSP B9-6	Structure Approach
		Drainage Details
Caltrans	RSP B11-47	Cable Railing
Orange County Public Works	600-3	Chain Link Fence and Gates
Orange County Public Works	600-3-OC	Chain Link Fence and Gates

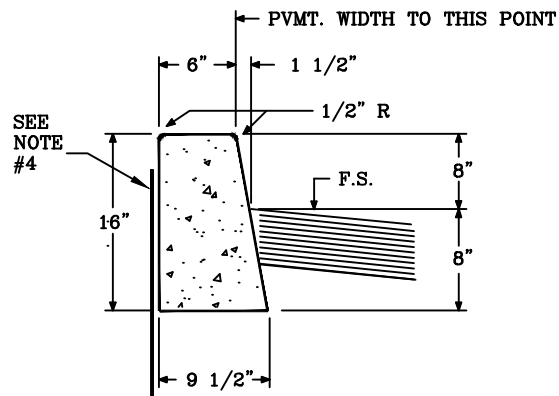


CITY OF IRVINE PUBLIC WORKS



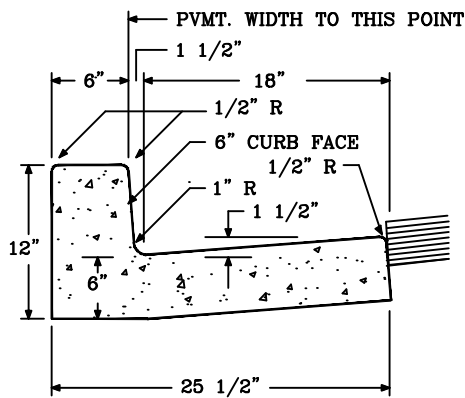
CONC. PER L.F. = .0645 CU. YDS.
1 CU. YD. = 15.5 L.F.

TYPE "A-2"



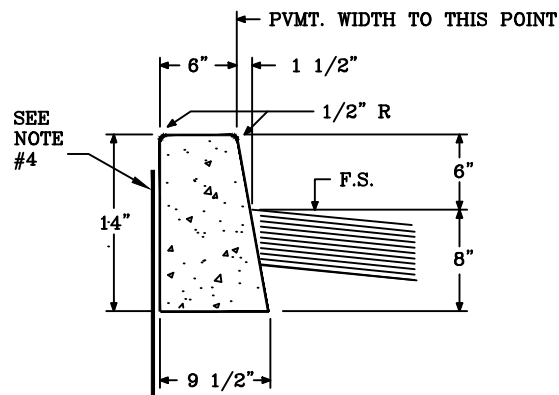
CONC. PER L.F. = .0319 CU. YDS.
1 CU. YD. = 31.3 L.F.

TYPE "B-8"



CONC. PER L.F. = .0505 CU. YDS.
1 CU. YD. = 19.8 L.F.

TYPE "D"



CONC. PER L.F. = .0279 CU. YDS.
1 CU. YD. = 35.8 L.F.

TYPE "B-6"

CONCRETE CURBS AND GUTTERS

Mark Carroll
MARK CARROLL, R.C.E. 3111
CITY OF IRVINE - CITY ENGINEER

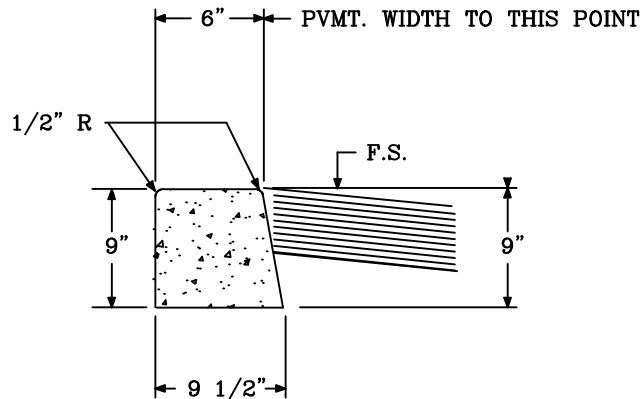
AUGUST 2013
DATE

STD. PLAN
200

SHEET 1 OF 2
218



CITY OF IRVINE PUBLIC WORKS



CONC. PER L.F. = .0161 CU. YDS.
1 CU. YD. = 62.1 L.F.

TYPE "C-6"

NOT TO BE USED ON PUBLIC STREET R/W

NOTES :

1. ALL CURBS AND GUTTERS SHALL BE PORTLAND CEMENT CONCRETE. CONTROL
2. WEAKENED PLANE JOINTS PURSUANT TO SECTION 303-5.4.3 OF THE GREENBOOK (EXCEPTION: MAX. 10 FOOT INTERVALS)
3. PAVEMENT SHALL BE 3/8 INCH HIGHER THAN EDGE OF GUTTER ON TYPE "A-2" AND TYPE "D".
4. MOISTURE BARRIERS SHALL BE REQUIRED IN ACCORDANCE WITH STD. PLAN No. 222.

CONCRETE CURBS AND GUTTERS


MARK CARROLL, R.C.E. 31010
CITY OF IRVINE - CITY ENGINEER

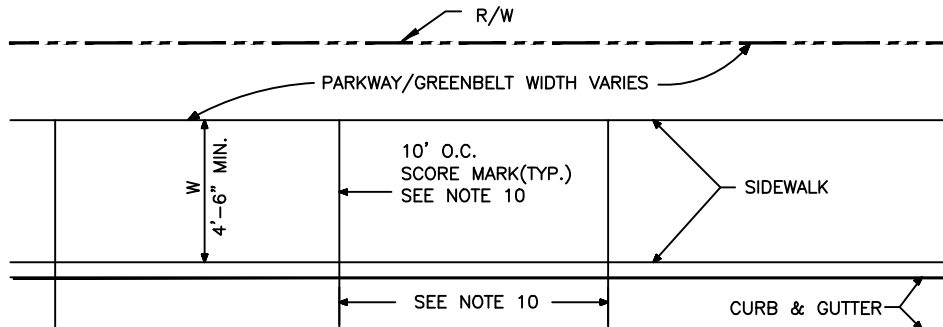
AUGUST 2013
DATE

STD. PLAN
200

SHEET 2 OF 2
219

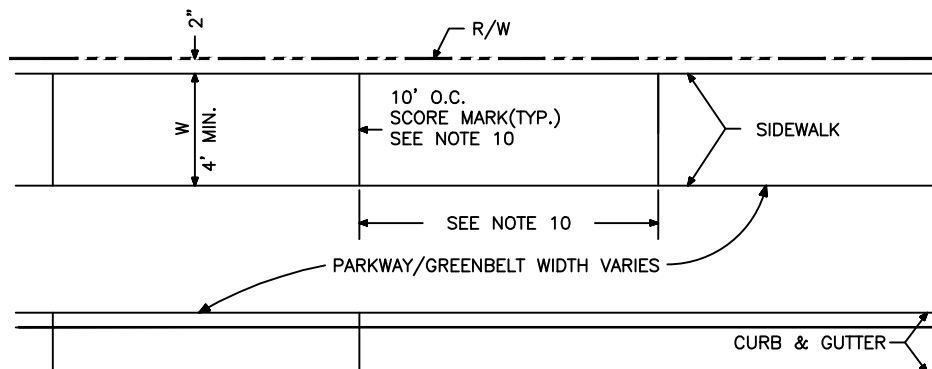


CITY OF IRVINE PUBLIC WORKS



Notes:

1. Thickness of sidewalk shall be 4-inches except in driveway aprons (See City Standard Plan 204, 205 and/or 206). For sidewalk locations with the need for maintenance vehicle use, a recommended pavement structural section shall be submitted and approved by the City Engineer.
2. Curb and gutter should have 2" deep weakened plane joints at the ends of curb returns and score marks at intervals shown hereon pursuant to Section 303-5.4.3 of the Greenbook. Plastic control joints are not allowed. Joints shall have edges with 1/8-inch radii.
3. See curb return (Standard Plan 202) and driveway standards (Standard Plan 204, 205, and 206) for additional control joint requirements.
4. Sidewalk shall be Portland Cement Concrete in accordance with Standard Plan 405.
5. All soils shall be brought to maximum saturation as required in the approved soils report. The soils engineers shall provide certification on the form provided by the City stating the moisture content has been maintained as required prior to and during the placement of concrete. In hillside areas, soil shall be saturated as recommended by the soils engineer and approved by the City Engineer.
6. Sidewalks are required on the side of streets where parking is allowed. Where no parking is allowed, pedestrian circulation shall be provided with a sidewalk or a parkway/greenbelt.
7. Pre-emergent weed killer must be applied prior to construction of sidewalk.
8. See Standard Plan 222 for moisture barrier requirements.
9. Curing compound is required in accordance with the Standard Specifications for Public Works Construction, latest edition.
10. For sidewalks greater than 8-feet wide, additional score marks, aggregate base material, and/or re-bar may be required based upon Geotechnical Engineer recommendation and approval by the City Engineer.
11. 1-1/2-inch deep weakened plane joints on exposed aggregate finishes are allowed.



SIDEWALK DETAIL


MARK CARROLL, R.C.E. 3111
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

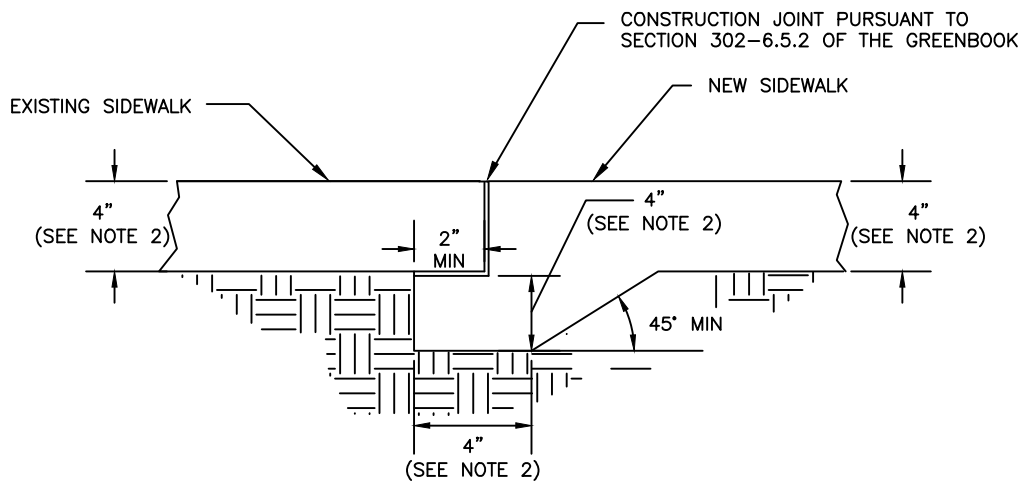
STD. PLAN
201

SHEET 1 OF 2
220



CITY OF IRVINE PUBLIC WORKS

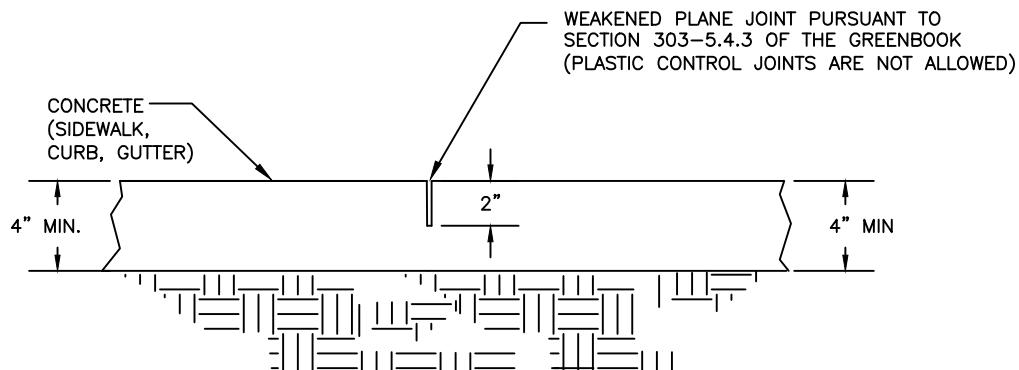
SIDEWALK CONSTRUCTION JOINT DETAIL



NOTES:

1. All applicable notes from sheet 1 shall apply.
2. New sidewalk section shall be keyed under existing sidewalk. Match existing sidewalk thickness for key dimensions.

WEAKENED PLANE JOINT DETAIL



SIDEWALK DETAIL


MARK CARROLL, R.C.E. 31010
CITY OF IRVINE - CITY ENGINEER

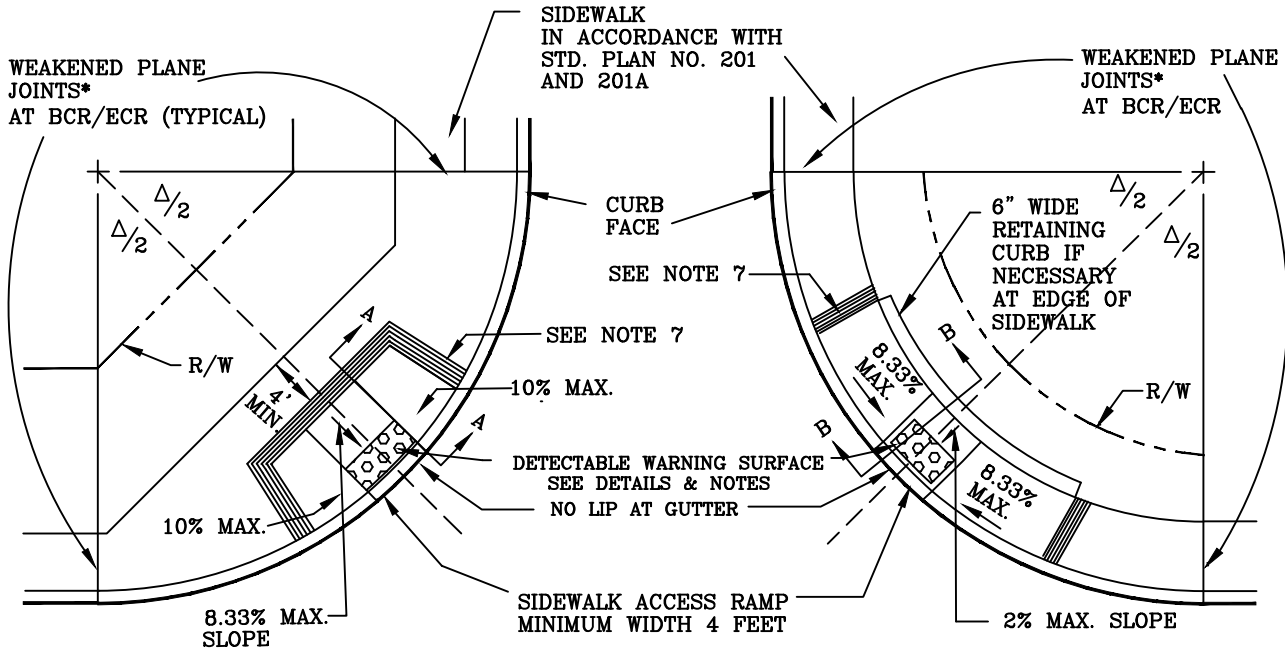
AUGUST 2013
DATE

STD. PLAN
201

SHEET 2 OF 2

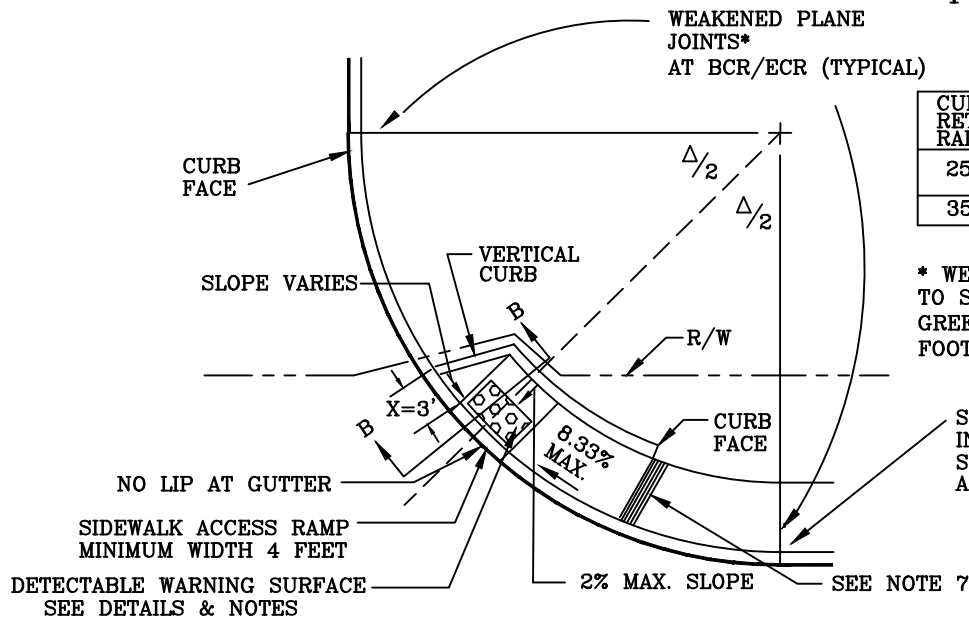


CITY OF IRVINE PUBLIC WORKS



STRAIGHT CORNER CUT-OFF

RADIUS CORNER CUT-OFF
TYPE I-A



RADIUS CORNER CUT-OFF
TYPE I-B

CURB RET. RAD.	APPLICATION
25'	LOCAL STREET INTERSECTING ANOTHER LOCAL STREET
35'	ALL OTHER INTERSECTIONS

* WEAKENED PLANE JOINTS PURSUANT
TO SECTION 303-5.4.3 OF THE
GREENBOOK (EXCEPTION: MAX. 10
FOOT INTERVALS)

SIDEWALK
IN ACCORDANCE WITH
STD. PLAN NO. 201
AND 201A.

CURB RETURN DETAILS

STD. PLAN
202

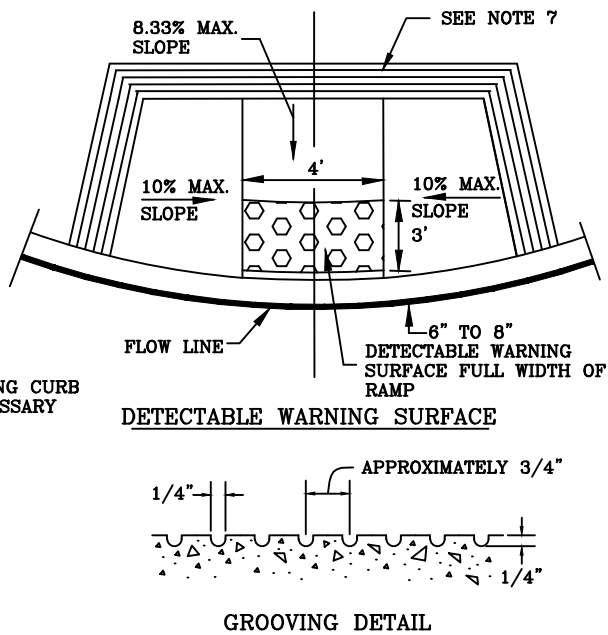
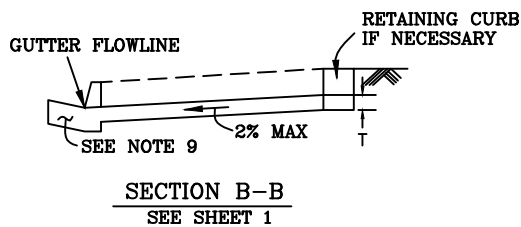
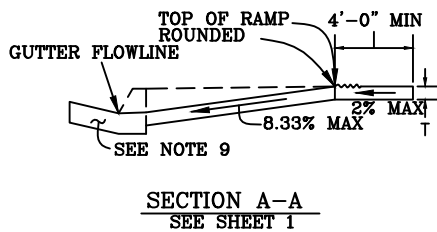
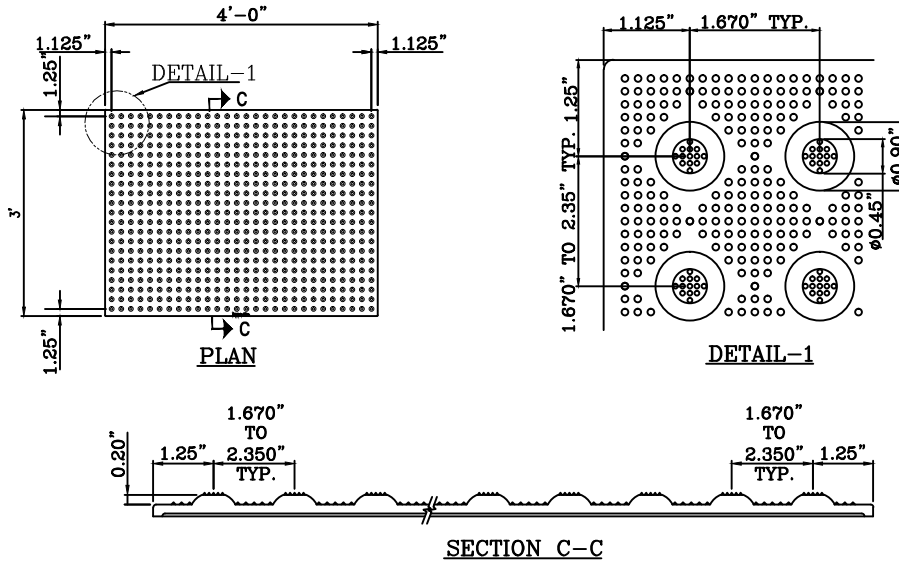
Mark Carroll
MARK CARROLL, R.C.E. 31□1□
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

SHEET 1 OF 3
222



CITY OF IRVINE PUBLIC WORKS



CURB RETURN DETAILS


MARK CARROLL, R.C.E. 31010
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

STD. PLAN
202

SHEET 2 OF 3
223




CITY OF IRVINE PUBLIC WORKS

NOTES:

1. STRAIGHT CORNER CUT-OFF CURB RETURN TYPE SHALL BE USED AT ANY ARTERIAL INTERSECTION OR STREET/DRIVEWAY INTERSECTION WITH AN ARTERIAL HIGHWAY OR ANY INTERSECTION THAT IS SIGNALIZED.
2. STRAIGHT OR RADIUS CORNER CUT-OFF MAY BE USED AT LOCAL TO LOCAL STREET INTERSECTIONS.
3. ALTERNATIVE DESIGNS FOR SIDEWALK RETURN RAMPS MAY BE CONSIDERED FOR APPROVAL BY THE CITY ENGINEER.
4. SEE STANDARD NO. 201 AND 201A FOR SIDEWALK DETAIL.
5. APPROVED DETECTABLE WARNING SURFACE IS AS FOLLOWS:
 - A) NEW INSTALLATIONS:
CAST IN PLACE DETECTABLE WARNING SURFACE – MANUFACTURED BY ACCESS TILE (562) 842-9934, www.accesstile.com (Part #: ACC-R3x4-BK),
OR MANUFACTURED BY ADA SOLUTIONS (800) 372-0519, www.adatale.com (Part #: 3648REP "BLACK")
OR MANUFACTURED BY ARMORCAST PRODUCTS COMPANY (818) 982-3600, www.armorcastprod.com (Part #: A6003660RADA-BLACK)
OR APPROVED EQUAL.
 - B) RETROFIT INSTALLATIONS
FLEXIBLE DETECTABLE WARNING SURFACE – MANUFACTURED BY DETECTABLE WARNING SYSTEMS INC., (866) 999-7452, www.detectable-warning.com,
OR APPROVED EQUAL.
 - C) COLOR SHALL BE BLACK OR APPROVED EQUAL.
 - D) DETECTABLE WARNING SURFACE SHALL BE FULL WIDTH OF RAMP AND 3 FOOT IN DEPTH.
 - E) THE DETECTABLE WARNING SURFACE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS' RECOMMENDATIONS AND INSTRUCTIONS.
 - F) THE MANUFACTURER SHALL PROVIDE A MINIMUM 5-YEAR WARRANTY, GUARANTEEING REPLACEMENT WHEN THERE IS A DEFECT IN THE DOME SHAPE, COLOR FASTNESS, SOUND ON CANE ACOUSTIC QUALITY, OR DETERIORATION OF THE DETECTABLE WARNING SURFACE. THE WARRANTY SHALL COMMENCE ON THE DATE OF ACCEPTANCE BY CITY OF IRVINE.
6. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
7. THE CURB RAMP SHALL BE OUTLINED, AS SHOWN, WITH A 1'-0" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 3/4" ON CENTERS. SEE GROOVE DETAIL.
8. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP SHALL BE RELOCATED OR ADJUSTED TO GRADE PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER FACILITIES SHALL NOT BE LOCATED WITHIN THE ACCESS RAMP.
9. MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP OR ACCESSIBLE ROUTE SHALL NOT EXCEED 5 PERCENT GRADE WITHIN 4'-0" OF THE TOP AND BOTTOM OF THE CURB RAMP.
10. THERE SHALL BE NO LIP FROM RAMP TO GUTTER OR STREET.
11. WEAKENED PLANE JOINTS SHALL BE PURSUANT TO SECTION 303-5.4.3 OF THE GREENBOOK. PLASTIC CONTROL JOINTS ARE NOT ALLOWED.


CURB RETURN DETAILS

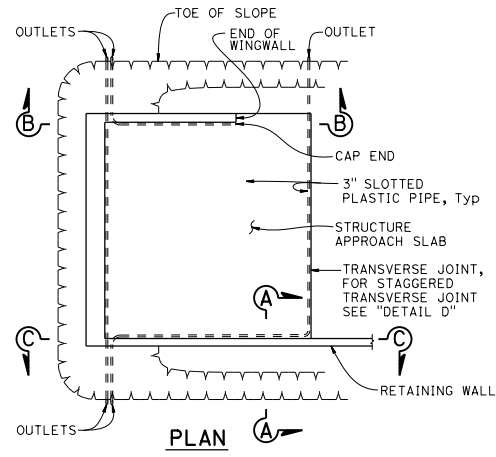

MARK CARROLL, R.C.E. 3111
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

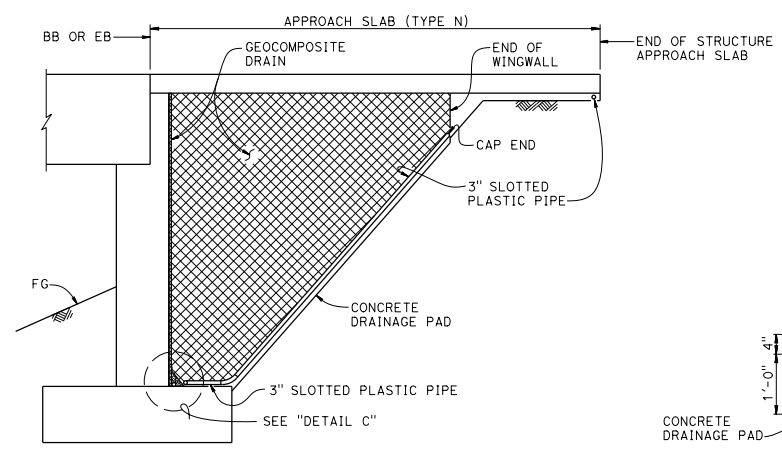
STD. PLAN
202

SHEET 3 OF 3
224

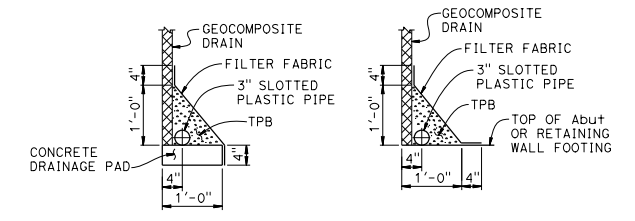
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
					
May 31, 2018 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					



PLAN



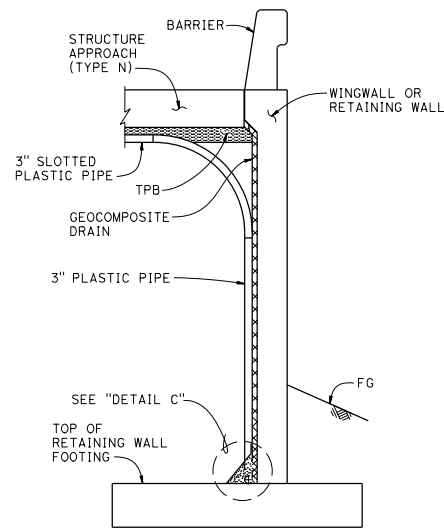
SECTION B-B



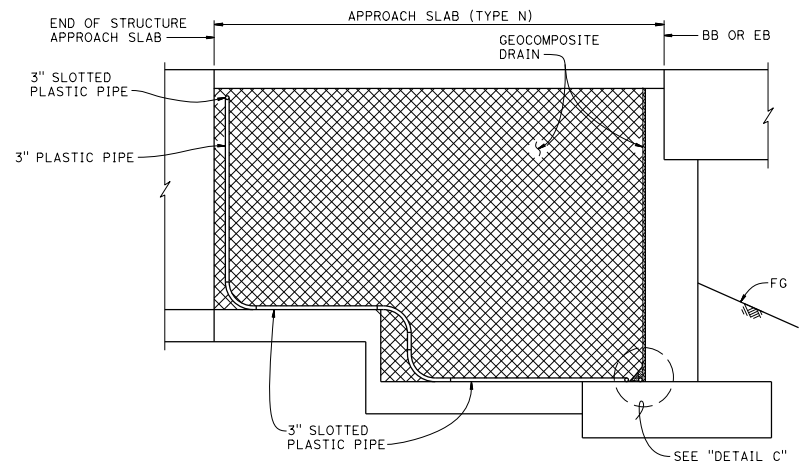
DRAINAGE PAD

FOOTING

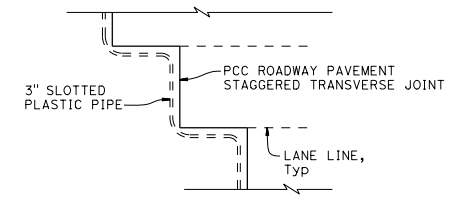
DETAIL C



SECTION A-A



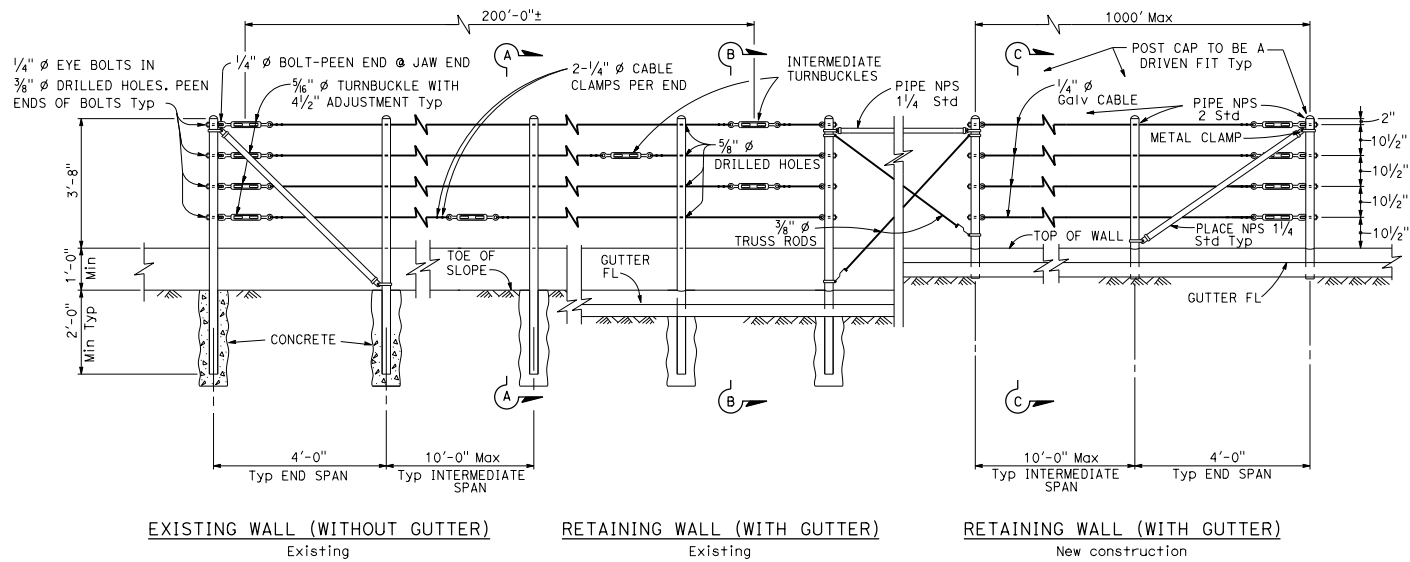
SECTION C-C



DETAIL D

- NOTES:**
1. All bends in plastic pipe must have 3'-0" minimum radius. Plastic pipe used for bends is not required to be slotted.
 2. For Approach Slab (Type N) details, refer to Standard Plan B9-1.

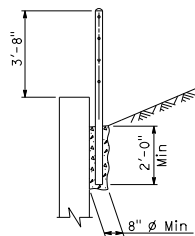
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**STRUCTURE APPROACH
DRAINAGE DETAILS**
NO SCALE



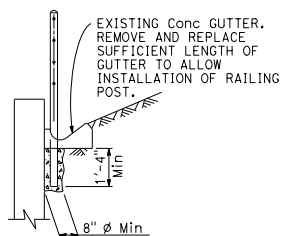
ELEVATION

NOTES:

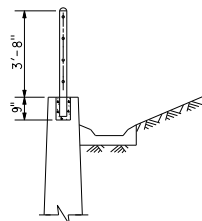
- Maximum distance between turnbuckles shall be 200'-0"±.
- Intermediate turnbuckles to be placed in adjacent spans.
- Cable shall not be spliced between intermediate turnbuckles and end posts.
- Posts to be vertical.
- Alignment of holes in posts may vary to conform to slope of top of retaining wall.
- The Contractor shall verify all dependent dimensions in the field before ordering or fabricating any material.
- Line posts shall be braced horizontally and trussed diagonally in both directions at intervals not to exceed 1000'.
- Post pockets to be centered in top of wall.
- Typical end spans, braced in both directions, shall be constructed at changes in line where the angle of deflection is 15° or more.



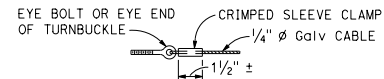
SECTION A-A
Existing



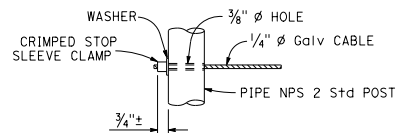
SECTION B-B
Existing



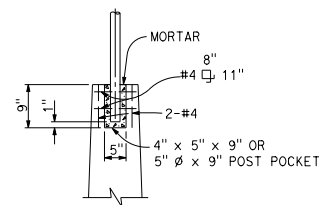
SECTION C-C
New construction



ALTERNATIVE CABLE CONNECTION



ALTERNATIVE DEAD END ANCHORAGE



POST POCKET

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CABLE RAILING

NO SCALE

B11-47

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

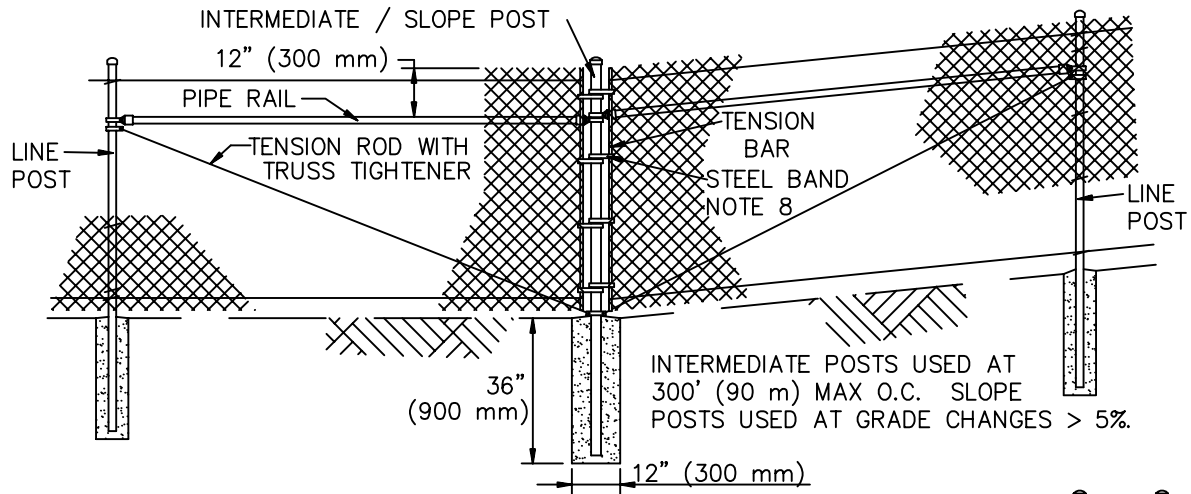
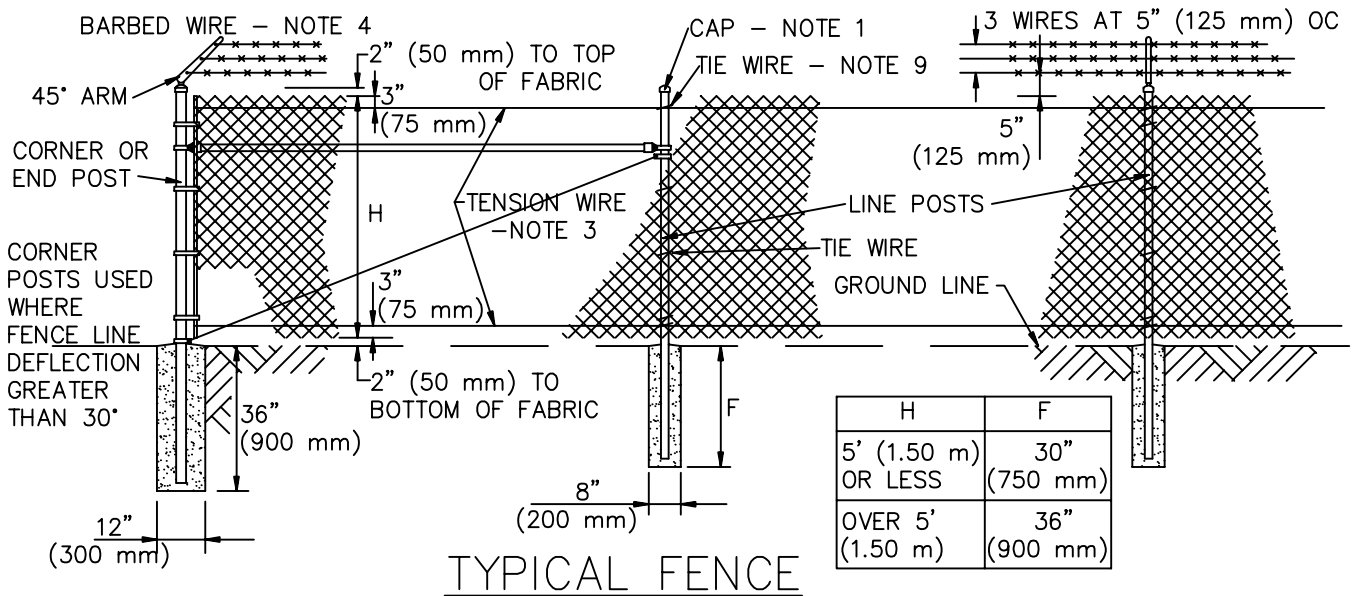
REGISTERED CIVIL ENGINEER

May 31, 2018

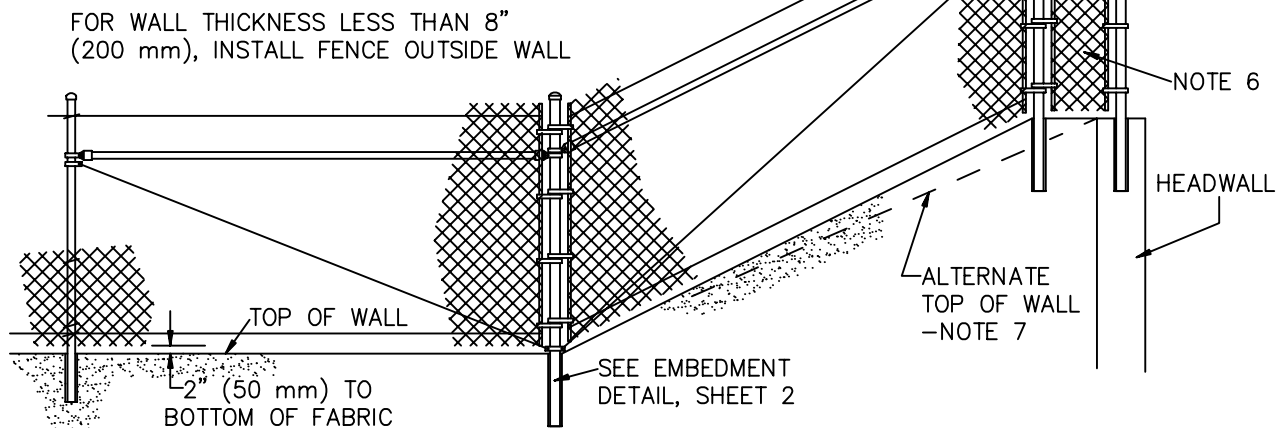
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
Tilgert Satter
No. C42892
Exp. 3-31-20
CIVIL
STATE OF CALIFORNIA



INTERMEDIATE / SLOPE POST



CHANNEL WALL AND WINGWALL AT HEADWALL

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2005

CHAIN LINK FENCE AND GATES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

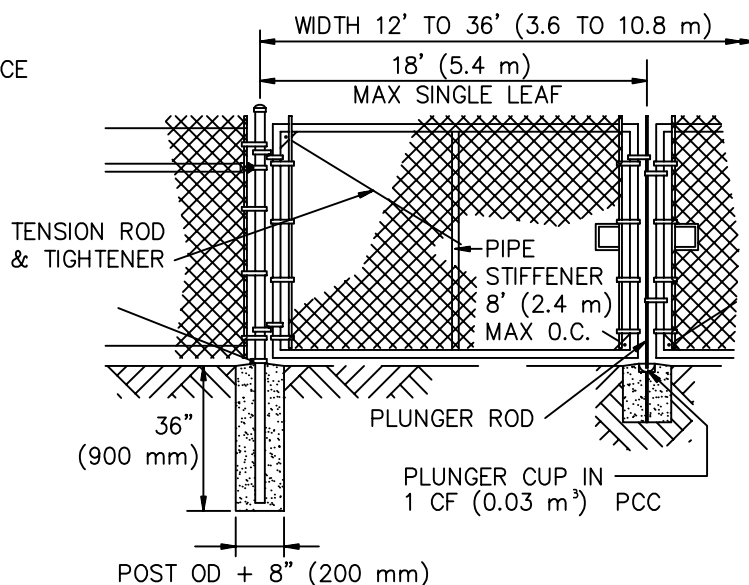
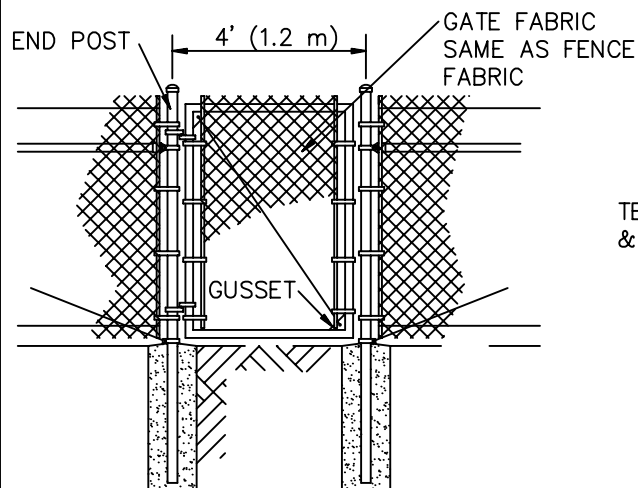
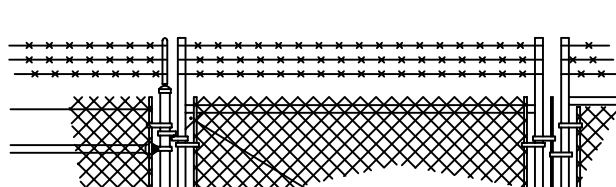
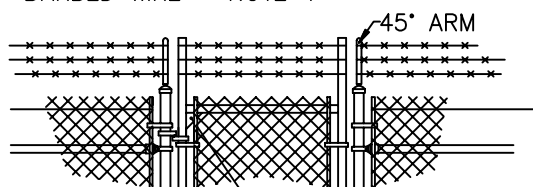
STANDARD PLAN

600-3

SHEET 2 OF 3

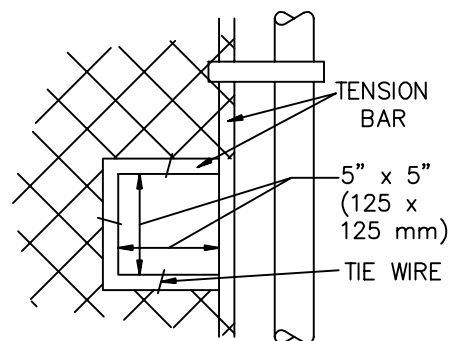
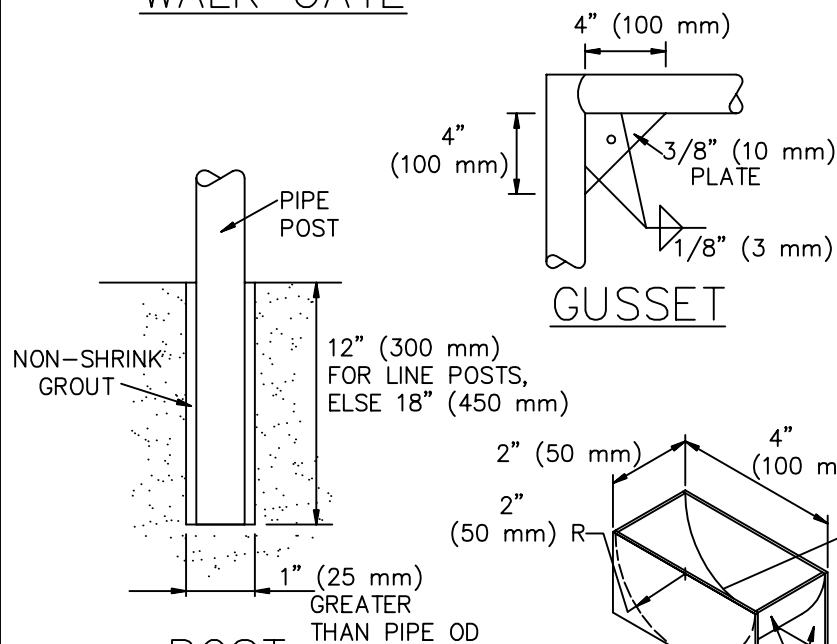
SEE OCPW STANDARD PLAN 600-3-OC FOR CONDITIONS

BARBED WIRE — NOTE 4

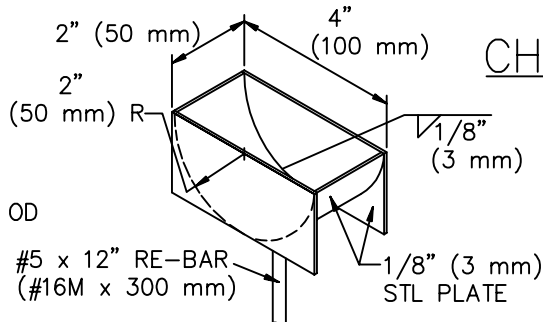


WALK GATE

DRIVE GATE



CHAIN AND LOCK CUT-OUT



PLUNGER CUP ISOMETRIC

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CHAIN LINK FENCE AND GATES

STANDARD PLAN

600-3

SHEET 2 OF 238

SEE OCPW STANDARD PLAN 600-3-OC FOR CONDITIONS

NOTES:

1. SECURE DRIVE-FIT GALVANIZED CAP TO POST WITH 1/4" (6 mm) ROUND-HEAD RIVET.
2. H DENOTES FABRIC WIDTH AND NOMINAL FENCE HEIGHT. H = 5' (1.5 m) UNLESS OTHERWISE NOTED.
3. IF FENCE WITH TOP RAIL IS SPECIFIED, DELETE STEEL TENSION WIRE AT TOP, AND PIPE RAILS AT INTERMEDIATE, SLOPE, END AND CORNER POSTS. EXTEND TENSION ROD TO TOP RAIL.
4. BARBED WIRE SHALL BE USED ONLY WHEN SPECIFIED.
5. POST SPACING IS MAXIMUM 10' (3.0 m).
6. FILL CLEAR OPENINGS GREATER THAN 3" (75 mm) WITH FABRIC. FOR OPENINGS LESS THAN 18" (450 mm), TIE FABRIC TO POSTS.
7. USE ONE POST FOR COMBINED SLOPE AND CORNER POST IF TOP OF CHANNEL WALL IS CONSTRUCTED AS SHOWN FOR "ALTERNATE".
8. STEEL BANDS AT TENSION BARS SHALL BE 1/8" x 1" (3 x 25 mm), MINIMUM, SPACED AT MAXIMUM 16" (400 mm).
9. SECURE TENSION WIRES TO EACH LINE POST WITH TIE WIRES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CHAIN LINK FENCE AND GATES

STANDARD PLAN

600-3

SHEET 29 OF 3

SEE OCPW STANDARD PLAN 600-3-OC FOR CONDITIONS

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC #	OCPW #	NAME AND CONDITIONS
---------	--------	---------------------

600-3

600-3-OC

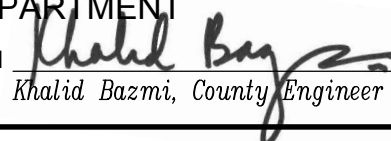
CHAIN LINK FENCE AND GATES

1. THE CHAIN LINK FENCE FABRIC SHALL BE 9-GAGE FOR ALL FENCES, REGARDLESS OF HEIGHT, UNLESS OTHERWISE SPECIFIED. FABRIC SHALL HAVE "KNUCKLES" (NOT TWISTS) AT THE TOP AND BOTTOM.
2. CONSTRUCT FENCE WITH FABRIC SIDE (OUTWARD SIDE) 0.2 FEET (60 mm) 2. INSIDE R/W (RIGHT-OF-WAY) LINE. PLACE POSTS AT LEAST 2.5 FEET (750 mm) FROM ANY R/W MONUMENT. R/W SHALL BE IDENTIFIED AND/OR STAKED TO THE SATISFACTION OF THE ENGINEER PRIOR TO PLACING FENCE POSTS.
3. CHAIN LINK FENCE FABRIC SHALL BE ATTACHED TO THE TOP AND BOTTOM TENSION WIRES AT 18 INCHES (450 mm) ON-CENTER WITH 12-GAGE HOG RINGS. FABRIC SHALL BE ATTACHED TO POSTS AND BRACES AT 16 INCHES (400 mm) ON-CENTER WITH 9-GAGE ALUMINUM WIRE.
4. ENTRY GATES ON FLOOD CONTROL FACILITIES SHALL BE THE MAXIMUM WIDTH POSSIBLE (NOT TO EXCEED 20 FEET (600 mm)) WITHIN THE R/W. ALL GATES OVER 12 FEET IN WIDTH (3600 mm) SHALL BE DOUBLE LEAF GATES.
5. GATES SHALL BE HUNG BY TWO HINGES FOR GATES 10 FEET-0 INCH (3000 mm) OR LESS AND BY THREE HINGES FOR GATES OVER 10 FEET-0 INCH (3000 mm). GATE HINGES SHALL BE AN INDUSTRIAL HANGER TYPE HINGE.
6. ALL GATE FRAMES ARE TO BE CONSTRUCTED OF 1½ INCHES (35 mm) MINIMUM, GALVANIZED PIPE.
7. DOUBLE LEAF GATES ARE TO INCLUDE TWO 5/16 INCH X 18 INCHES (8 mm X 450 mm) GALVANIZED CHAINS, FILLET WELDED TO CENTER OF GATE FRAME AND CUTOUT, CONFORMING TO DETAIL A ON SHEET 2 OF 3. NOTE: ALL FILLET WELDS ARE TO BE COATED WITH COLD GALVANIZING COMPOUND (95 PERCENT METALLIC ZINC BY WEIGHT IN DRY FILM).
8. SINGLE LEAF GATES ARE TO INCLUDE TWO 5/16 INCH X 18 INCHES (8 mm X 450 mm) GALVANIZED CHAINS, FILLET WELDED TO CENTER OF LATCH POST AND CUTOUT, CONFORMING TO DETAIL B ON SHEET 3 OF 3.

NOTE: ALL FILLET WELDS ARE TO BE COATED WITH COLD GALVANIZING COMPOUND (95 PERCENT METALLIC ZINC BY WEIGHT IN DRY FILM).
9. MATERIALS FOR POSTS, RAILS, AND BRACES SHALL CONFORM TO TABLE 206-6.2 (A) OF THE CURRENT ISSUE OF THE GREENBOOK.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved


Khalid Bazmi, County Engineer

Revision: August 2018

STD. PLAN

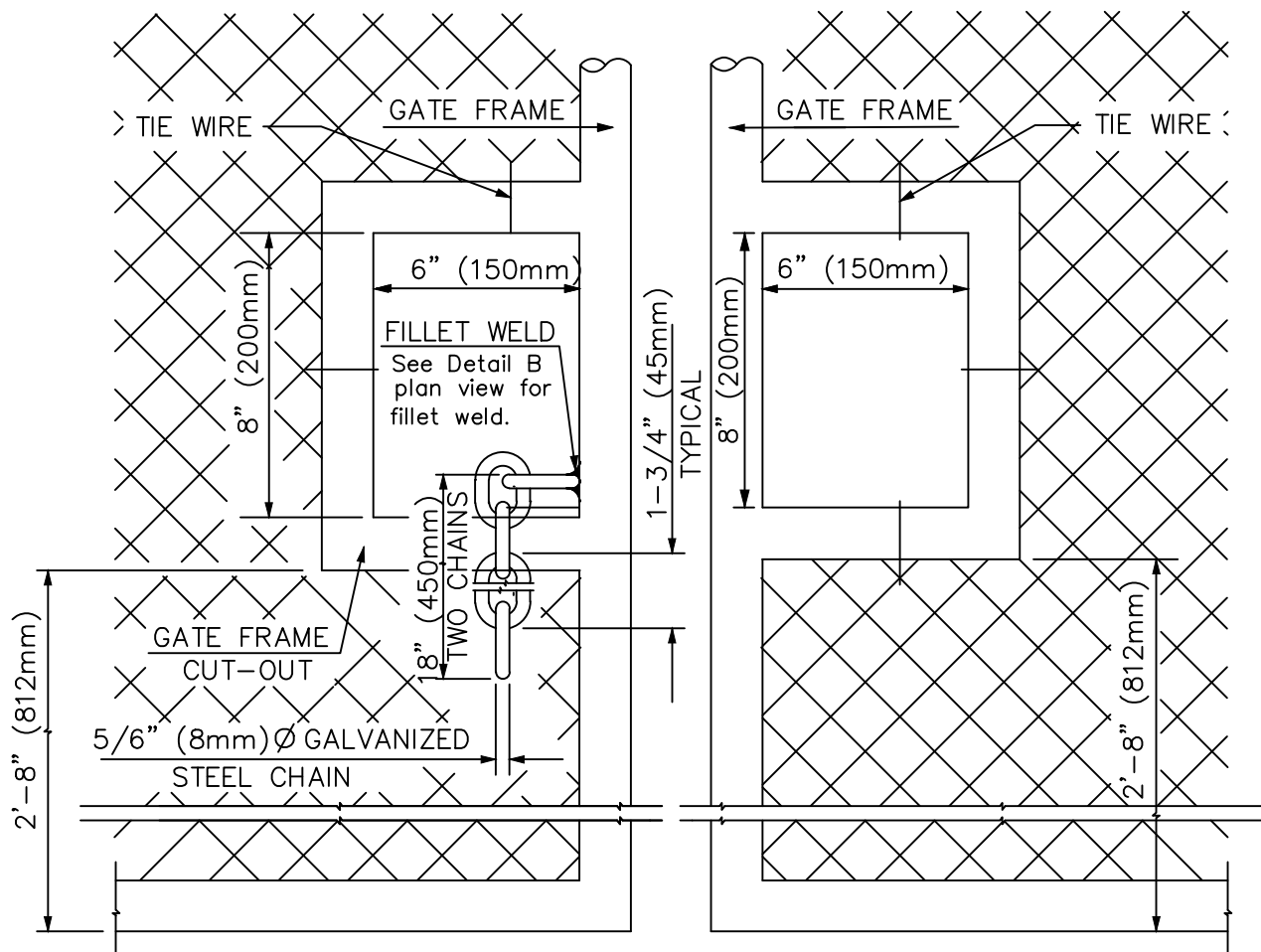
600-3-OC

SPPWC STANDARD PLAN - CHAIN LINK FENCE AND GATES

SHT. 1 OF 3
230

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC #	OCPW #	NAME AND CONDITIONS
600-3	600-3-OC	CHAIN LINK FENCE AND GATES



TYPICAL DOUBLE LEAF
GATE FRAME, CHAIN AND LOCK CUT-OUT

NOTE:

ALL GATE FRAMES AND CUT-OUTS
SHALL BE 1½" (38 mm) MIN. STANDARD GALV. PIPE

DETAIL A

NTS

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

STD. PLAN

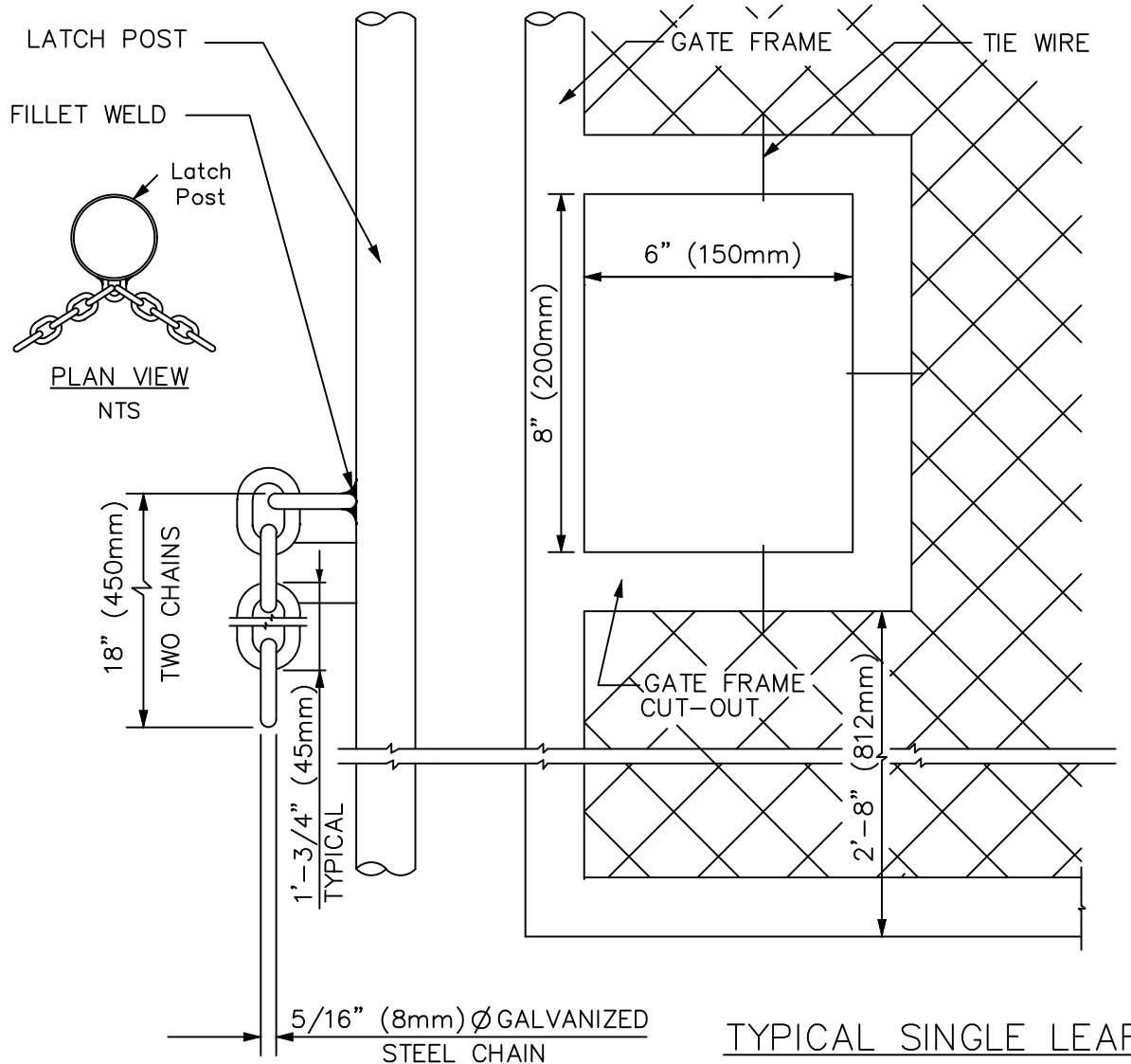
600-3-OC

SPPWC STANDARD PLAN - CHAIN LINK FENCE AND GATES

SHT. 2 OF 3
231

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC #	OCPW #	NAME AND CONDITIONS
600-3	600-3-OC	CHAIN LINK FENCE AND GATES



NOTE:

ALL GATE FRAMES AND CUT-OUTS
SHALL BE 1½" (38 MM) MIN. STANDARD GALV. PIPE

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

STD. PLAN

600-3-OC

SPPWC STANDARD PLAN - CHAIN LINK FENCE AND GATES

SHT. 3 OF 3
232

APPENDIX B

PERMITS

COUNTY PROPERTY PERMIT

Page 1 of 2

1/18/2019

2018-00046Ngo, Andy 2:54:33 PM
INSPECTION PHONE**714-245-4550**

Inspection office shall be notified at least
TWO (2) WORK DAYS PRIOR to
commencing permitted use. FAILURE
TO OBTAIN INSPECTION SHALL
VOID THIS PERMIT

ENCROACHMENT PERMIT

COUNTY OF ORANGE**OC Public Works/ OC Planning/ County Property Permits**

Main Office: 300 North Flower Street,
Santa Ana, California 92703-5001
or P.O. Box 4048, Santa Ana, California 92702-4048

(714) 667-8888

Fax: (714) 667-8885

Permit No: **2018-00046**Effective Date: **10/26/2018**

12:00 AM

Expiration Date: **10/26/2019**
Applicant assumes sole
responsibility for obtaining
a rider (extension) prior to
this date

12:00 AM

PERMITTEE

City of Irvine
1 Civic Center Plaza

Irvine, CA 92606-5207
949-724-6442

Contact Person Tom Perez
Telephone No. 949-232-8273

FACILITY

Type	Facility Name	Number
	BARRANCA CHANNEL	F09

PERMITTED USE:

User of County property is hereby authorized as follows, subject to provisions attached hereto:

To construct and maintain a pedestrian bridge over Barranca Channel (F09), West of Kelvin Avenue, North of Siglo, near Northwest of Jamboree Road in Irvine within a portion of Orange County Flood Control District's Barranca Channel (F09) right-of-way, per attached plans, report, exhibits, and to the satisfaction of County inspection personnel.

This permit shall not closed until the Permittee, City of Irvine, submits a copy of the approved license agreement, to County Property Permits."

****Permitted use not effective until approved by the assigned county inspector.****

Charge all time to Job Code EC30202 for permit review and plans check

- Before commencing work within County's right-of-way, the permittee's selected contractor first obtains a rider to this permit submits certificate of liability insurance that meets County insurance requirements.

CEQA Code 1

SWPPP: No

LOCATION OF WORK:

Barranca Channel (F09), West of Kelvin Avenue, North of Siglo, near Northwest of Jamboree Road in Irvine

Dimension/Type: Bridge installation


Thomas Brother: B3:828

Area: Irvine

CONSIDERATION:

Types	PWO#	Permit Fees	Surety	Penalty	App Fee	Flat	Total	Total Fees: 66.95
FE	EC30202	0.00 (2071)	0.00 (2091)	0.00	66.95 (2161)	0.00 (2071)	66.95	

PERMITTEE'S ACCEPTANCE:


DAVID P. SMITH 1/18/2019

COUNTY APPROVAL:



Ngo, Andy

1/3/2019

PERMIT AND APPROVED PLANS SHALL BE MAINTAINED ON JOB SITE. PERMITTEE SHALL COMPLY WITH REGULATIONS PRINTED ON REVERSE SIDE OF PERMIT AND ATTACHMENTS. ALL UNDERGROUND WORK REQUIRES PRIOR 'UNDERGROUND SERVICE ALERT' COMPLIANCE. THIS PERMIT IS NON-TRANSFERABLE.

Note: Surety will not be refunded until Final Inspection is performed and submitted to County Property Permits.

ENCROACHMENT PERMIT

Page 2 of 2

<u>Payment</u>	<u>Trust</u>	<u>Check</u>	<u>Receipt</u>	<u>Date</u>	<u>Amount</u>	<u>Total Payment:</u>	<u>66.95</u>
Check		2541274	R1803701	2/27/2018	66.95		

Surety Paid By:

TUF Invoice Paid By:

Contractor:

Engineer:

Inspection: OC Inspections

CC:

PERMIT INSPECTORS REPORT:

DATE WORK COMPLETED: _____

The permitted work was completed in satisfactory manner per instructions and/or the as-built plans and inspectors report submitted herewith for county files

Remarks:

Inspector:

Date

Permit Superintendent:

Date

Refund Recommended By:

Date

Refund Approved By:

Date:

Orange County Flood Control District
Right-of-Way Encroachment Permit
Special Provision Attachment

2018-00046

1. All Orange County Flood Control District (hereinafter "District") improvements disturbed, damaged, vandalized or removed as a result of Permittee's activities within, upon, under or over District Right-of-Way (ROW) shall be repaired, restored or replaced at Permittee's expense in conformance with Orange County Public Works (hereinafter "OC Public Works") Standard Plans and to the satisfaction of the Director of OC Public Works or his designee (hereinafter "Director") within sixty (60) calendar days of the issuance of written notice by Director. If Permittee fails to repair, restore or replace District's improvements within 60 calendar days, Director may, in his sole and absolute discretion, cause the repair, restoration or replacement of District's improvements to be completed by District personnel or outside contractors and Permittee shall be solely responsible for these cost and expenses. Permittee agrees that in an emergency situation which threatens the public's health, safety or welfare as determined by Director in his sole absolute discretion, Director shall be permitted to cause the repair, replacement or restoration of District's improvements without prior notice to and Permittee shall be solely responsible for the cost of such repair, restoration or replacement in accordance with the procedures described above.
2. Notwithstanding anything to the contrary in this Permit, Permittee agrees that if any of Permittee's improvements are disturbed, damaged or removed by District during the course of District's operating, maintaining, repairing, improving, restoring, or enlarging District's improvements within, upon, over or under District's ROW Permittee shall be responsible for replacing, repairing, restoring or removing Permittee's improvements to the satisfaction of Director solely at Permittee's expense within sixty (60) calendar days of receiving written notice from Director. Said responsibility may be adjusted to the extent such injury or damage was caused by District gross negligence or willful misconduct as contemplated in Special Provision 5 below.
3. Permittee's activities within District ROW allowed by this permit shall be performed during the NON-STORM-SEASON (May 1st through September 30th). No work shall be performed between October 1st and April 30th without prior authorization and approval obtained from the assigned County inspector.
4. Permittee, its assigns or successors shall be solely responsible for the operation, maintenance, repair and/or replacement of Permittee's improvements within District ROW.
5. Permittee agrees that it shall indemnify, defend with counsel approved in writing by District, and hold District, the County of Orange, their elected and appointed officials, officers employees agents and contractors (hereinafter "District/County Indemnities") harmless from any and all liability for injury or damage to third persons or property arising from Permittee's activities and/or improvements placed within, upon, under or over District's ROW unless such injury or damage is caused by the gross negligence or willful misconduct of District, County or the District/County Indemnities.
6. If any approved permit activity within a bikeway or trail area is anticipated to have an impact or disruption upon normal recreation use, prior to Permittee's activities within, upon, under or over District's ROW, Permittee shall submit in writing a detailed Traffic Control Plan for the written


approval of Director. Upon receipt of Director's written approval, Permittee shall implement the approved Traffic Control Plan. Permittee shall not conduct any activity within, upon, under or over District's ROW until it has implemented the approved Traffic Control Plan.

7. Permittee shall maintain 90% relative compaction within District ROW.
8. Permittee shall not allow any non-District motorized vehicles to operate within District ROW. This permit does not authorize the use of motorized vehicles.
9. Permittee shall ensure that all laws and regulations are enforced and obeyed during event by Permittee and all participants.
10. Any chain link fencing including gates that are damaged during the approved permit activities are to be restored, repaired or replaced by Permittee to satisfaction of Director and in compliance with OC Public Works Standard Plan 600-1-OC.
11. Permittee acknowledges that the improvement installed within District ROW approved under the provisions of the permit is non-transferable. Therefore, the Permittee agrees that upon sale or transfer of the subject property the Permittee shall be required to remove improvements installed within the District's ROW and restore the District's ROW to an acceptable pre-existing condition meeting the satisfaction of the assigned District inspector. If the Permittee's assign and/or successor desires to continue to operate and maintain the approved permit improvements, the assign and/or successor will be required to obtain a new encroachment permit from OC Public Works/OC Engineering/County Property Permits.
12. If at anytime, District intends to modify, enlarge, reconstruct, repair and/or replace District facilities, Permittee agrees to remove and/or relocate interfering portions of Permittee's improvements within sixty (60) calendar days of the date of District's written notification to Permittee. Upon receipt of written notification from District, Permittee shall obtain an encroachment permit from District covering Permittee's plans to remove and relocate Permittee's interfering improvements. District agrees to expedite review of Permittee's encroachment permit application. Permittee shall be responsible for all financial charges associated with satisfying this permit special provision. If Permittee fails to remove its interfering improvements within the time period required, Director, in his sole and absolute discretion, may cause the removal of Permittee's interfering improvement to be completed by District staff or by outside contractor. Permittee agrees that it shall be solely responsible for the cost of such removal and shall reimburse District for all of its cost and expenses within sixty (60) calendar days of the mailing of an invoice by Director.
13. Nothing in this Permit is intended nor shall anything in this permit be construed to transfer to District or its successors and assigns or to relieve Permittee or their successors and assigns or predecessors in title of any responsibility or liability Permittee now has, has had, or comes to have with respect to human health or the environment, including, but not limited to responsibility or liability related to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation other provision of the law). Furthermore, District may exercise its right under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from Permittee or any others who are ultimately determined to have responsibility for said toxic or hazardous materials.

14. Permittee's use of District ROW which includes material deliveries shall be coordinated with the assigned inspector. NO VEHICULAR ACCESS WITHIN DISTRICT ROW IS APPROVED EXCEPT FOR MAKING CONSTRUCTION MATERIAL DELIVERIES. ANY VIOLATION OF THIS PROVISION SHALL VOID PERMIT.
15. No construction materials are to be stored in a way that impedes and/or interferes with bikeway use, channel inspection or maintenance operations.
16. **PERMITTEE ACKNOWLEDGES THAT IT SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE REGULATORY PERMIT AGREEMENTS AND SATISFYING ALL RESOURCE AGENCY REQUIREMENTS. FUTUREMORE PERMITTEE ACKNOWLEDGES THAT NEITHER THE COUNTY OF ORANGE NOR THE DISTRICT SHALL BE CO-NAMED IN ANY REGULATORY PERMIT AGREEMENTS OR OBLIGATED TO SATISFY ANY OF THE TERMS, CONDITIONS, PROVISIONS MITIGATION, OR MONITORING REQUIRED BY THE RESOURCE AGENCIES VIA THE REGULATORY PERMIT AGREEMENTS. PERMITTEE SHALL PROVIDE OC PUBLIC WORKS/OC ENGINEERING/COUNTY PROPERTY PERMITS WITH COPIES OF ALL REGULATORY PERMIT AGREEMENTS AND CONDITIONS AND MAINTAIN COPIES AT THE JOB SITE FOR INSPECTION PURPOSES.**
17. In the event of an emergency, the Permittee acknowledges that the District retains the right at the District's sole and absolute discretion to remove sediment and debris, perform channel repairs or conduct other maintenance activities within the approved permit area. In such cases, Permittee acknowledges that the District will not be required to restore the Permittee's approved improvements within the District's ROW, nor will the District be obligated to satisfy any of the Permittee's regulatory permit agreement terms, conditions or mitigation requirements.
18. Permittee shall provide emergency access to Police, Fire and District personnel during permit period.
19. District access gates are to be immediately locked upon entering or exiting District channel ROW.
20. Vehicular speeds on District access roads shall not exceed a maximum of 10 MPH.
21. Permittee shall be required to yield the right-of-way to recreational users in cases where the District access road is also designated as a bikeway or riding/hiking trail. In such cases, the Permittee shall drive vehicles off to the right side of the access road/bikeway/trail improvement, stop, and allow the recreational users to pass by prior to commencing to the Permittee's desired location.
22. Permittee acknowledges that the use of earthen District access roads is prohibited during rainstorm conditions or when the District's earthen access roads are wet. When Districts earthen access roads are wet the Permittee's access will be limited to pedestrian access only. **IN CASES WHEN THE EARTHEN ACCESS ROAD BECOMES WET AUTHORIZED VEHICULAR ACCESS SHALL NOT BE COMMENCED PRIOR TO THE EARTHEN ACCESS ROAD DRYING SUFFICIENTLY TO THE SATISFACTION OF THE ASSIGNED DISTRICT INSPECTOR. ANY DAMAGE TO DISTRICT EARTHEN ACCESS ROADS CAUSED BY PERMITTEE'S MISUSE OF SUCH ROADS SHALL BE REPAIRED PROMPTLY BY PERMITTEE AT ITS SOLE EXPENSE. IF PERMITTEE**

FAILS TO PROMPTLY REPAIR DISTRICTS EARTHEN ACCESS ROADS, DIRECTOR, IN HIS SOLE AND ABSOLUTE DISCRETION, MAY CAUSE THE REPAIR OF THE DISTRICT'S EARTHEN ACCESS ROAD TO BE COMPLETED BY DISTRICT STAFF OR BY OUTSIDE CONTRACTOR. PERMITTEE AGREES THAT IT SHALL BE SOLEY RESPONSIBLE FOR THE COST OF SUCH REPAIR AND SHALL REIMBURSE DISTRICT FOR ALL OF ITS COSTS AND EXPENSES WITHIN SIXTY (60) CALENDAR DAYS OF THE MAILING OF AN INVOICE BY DIRECTOR.

23. Any violation of the permit provision by Permittee and/or assigned contractor shall be adequate cause for immediate revocation of the permit by District.
24. Permittee shall comply with the requirements of State, County, and City Water Quality Ordinances and shall implement Best Management Practices (BMP's) to prevent all materials, including debris associated with the proposed project, from entering into the channel and/or District maintained areas.

Signature: 

Date: 11/18/2019

Print Name: DARIO P. PRANT

STANDARD PROVISIONS

TO BE ATTACHED TO AND MADE A PART OF PERMIT NO. 2018-00046

1. Permits issued by this Department are pursuant to the authority vested by the Board of Supervisors for the County of Orange, Orange County Flood Control District, any one or all of which are hereinafter referred to as County.
2. Permittee agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which the Orange County Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the acts or omissions of Permittee, its agents, employees or independent contractors in exercising any of the privileges herein granted or in consequence thereof.

The Permittee shall file a written accident report with the County of Orange for any property damage, death or injuries on project site within 48 hours after such incident occurs. The accident report shall include, but is not limited to, the following information, if available: time and date, location, nature of accident, names of people injured, description of property damage, police report number, and description of job site condition at the time of accident.

Failure to file an accident report shall be considered a violation of the permit provisions and may cause revocation of this permit.

Accident report shall be filed with the Inspection section assigned to the project. Contact can be made at the following telephone numbers:

Permits Inspection (714) 245-4550
1152 E. Fruit Street
Santa Ana, CA 92702

Operations Inspection (714) 955-0200
2301 Glassell
Orange, Ca 92865

3. Should any damage or injury to County works occur during initial use and/or as a result of this permitted use, either through the acts of agents, servants, or employees of Permittee or by any independent contractor of Permittee in the exercise of the rights herein granted, Permittee shall immediately, upon the written demand of County, restore such works to the condition of same on the date of the occurrence of said damage or injury at Permittee's cost or expense. The question as to whether or not any such damage or injury has been caused to the works shall be determined by the Director of OC Public Works (OCPW) and his determination shall be final. In the event repair by County is necessary, Permittee shall pay County the cost of such repairs.
4. County reserves the right unto itself to perform any work, upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that County reserves unto itself the rights of ingress over all or any portion of the subject area.
5. Neither this permit nor any of the rights herein granted shall be assigned without the prior written approval of the County.
6. By acceptance of this permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory governing agencies including, but not limited to, zoning regulations, applicable ordinances and laws, etc., of the County of Orange, the State of California, or others having regulatory control over the use granted herein.
7. A copy of this permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the County or other regulatory governing agency upon request.
8. No access or work shall be performed within County rights of way without the full knowledge of County's inspector, who shall be given not less than two work days' advance notice of the initiation of permitted use. Failure of Permittee to obtain inspection shall void this permit and necessitate reapplication by Permittee.
9. This permit may be immediately revoked for reasons in the best interest of the County, including violation of permit provisions or other applicable rules and regulations or for the creation of a nuisance upon notice given by the Director of OC Public Works or authorized representative. In the event of such revocation, Permittee shall immediately cease all operations and restore County right of way as directed by County's inspector.
10. Any construction performed within County properties shall be in accordance with OC Public Works (OCPW) Standard Plans and established criteria. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of Encroachment Permits Section.

No uses other than that as stated on this permit shall be exercised. Public right of way shall not be used for administrative operations or storage of equipment, materials, supplies, etc.

ADDITIONAL STANDARD PROVISIONS

(Codified Ordinances, Title 6, Section 6-1-1, et seq., of the County of Orange)

11. **RIGHT OF WAY RESERVATIONS:** The permission granted hereby extends only to those which the County of Orange has in the real property and no warranty of any kind is made hereby that the said County possessed any or all of the rights of title necessary for Permittee to accomplish work under this permit, and Permittee is cautioned to satisfy itself that it has obtained all necessary rights or permits prior to commencement of work. This permit shall not constitute a grant of any interest in or to real property belonging to the County of Orange or any other person or entity. References to Director signify the Director, OC Public Works (OCPW), or his assignees.
12. **WORKING HOURS:** All work shall be performed within working hours of Orange County Public Works (OCPW) permit inspection group, unless prior arrangements have been made with the inspection group. Any work outside of the business working hours is subject to overtime inspection.
13. **SURVEY MONUMENTS:** It is imperative that Permittees NOTIFY THE SURVEY OFFICE, telephone 714-955-0152, of OC Public Works at least 48 hours prior to removing or replacing any Survey monuments. All monuments shall be replaced at Permittee's expense and MUST be replaced in kind within 0.01 feet of their original horizontal and vertical location, unless otherwise specified in writing.

CONSTRUCTION REQUIREMENTS

14. **RESURFACING BY PERMITTEE OR COUNTY SPECIFICATIONS:** Temporary patching of trench is required on lateral cuts in surfaced streets immediately after backfilling. Permanent pavement shall be placed within thirty (30) working days after completion of backfilling operations. All excavations shall be backfilled or covered or otherwise protected, in a manner meeting the approval of the inspector, at the end of each work day. The inspector may require any pavement removal to be patched with temporary AC immediately after backfilling.

Where pavement or surfacing has been removed by acceptable method, as determined by inspector, and trench edges sawed, Permittee shall replace it with a structural section the same as that removed plus an additional one inch (1") of AC. In no case shall the replacement structural section be less than 5" AC/NS or 3" AC/6" PMB per Standard Plans. The inspector shall approve all structural sections prior to placement. Where Portland Cement Concrete pavement is removed or damaged, it shall first be sawed at excavation limits, providing distance to the next joint is more than five (5) feet away; if not, then it shall be removed to next joint without damaging adjacent pavement and subsequently replaced with Portland Cement Concrete.
15. **LOCATION OF PIPES AND CONDUITS:** All pipes and conduits laid parallel to the roadway at least five (5) feet from edge of the pavement or graded traveled roadway, unless otherwise authorized in writing by the Director.
16. **MINIMUM COVER:** The uppermost portion of any pipeline or other facility shall be installed NOT LESS THAN thirty (30) inches below the lowest portion of the roadway surface or ditch, unless otherwise authorized in writing by the Director.
17. **STANDARD SPECIFICATIONS:** Unless otherwise indicated on permit, all work shall be done in accordance with OC Public Works (OCPW) Department Standard Plans and the Standard Specifications for Public Works Construction latest issues.
18. **COUNTY PROJECTS:** This permit DOES NOT give Permittee permission to delay or interfere with the construction of County projects. Installation shall be subject to the approval of and at the convenience of County's contractor. Prior to any excavation, written permission must be obtained from said contractor and presented to resident engineer, stating that installation will NOT DELAY or interfere with said contractor's operation. If permission is DENIED, then work shall be delayed until completion of said contract.
19. **TUNNELING OR BORING:** All improved streets, as shown on Master Plan of Arterial Highways, MUST be bored or tunneled. All boring, tunneling and placing conduits, casing and pipelines shall be done in such a manner that the existing driving lanes will NOT be disturbed. If a casing is installed to receive conduit or pipeline, all voids between casing and conduit shall be filled with grout or sand. Bore pit shall not encroach within five (5) feet from edge of pavement.
20. **OPEN CUT METHOD:** Open cutting of local streets may be permitted. NOT more than one-half (1/2) of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic. Two-way traffic shall be maintained on pavement at all times.
 - A. Minimum clearance of two (2) feet adjacent to any surface obstruction and a five (5) foot clearance between excavation and traveled way shall be maintained.
 - B. Backfill material shall be subject to OCPW inspector's approval prior to placement. OCPW inspector may require 2-sack cement slurry backfill. PERMANENT A.C. PATCH shall be placed within thirty (30) working days after completion of backfilling operations.
21. **COMPACTION:** All backfill replaced in excavation within road right of way shall be compacted until relative compaction is NOT LESS than ninety percent (90%), as determined by the Relative Compaction Test as specified in the OC Public Works (OCPW) Department Standard Plans. PMB (aggregate base) shall be compacted to a relative compaction of NOT LESS than ninety-five percent (95%).

After completion of backfill and compaction operations and before permanent paving is replaced, contractor shall call for compaction tests to be performed and shall provide for test holes at locations and as directed by the inspector. In lieu of test holes as specified above, contractor may elect to call for compaction tests in successive lifts of backfill not to exceed two (2) feet vertically in time each lift of backfill is placed and compacted.

22. **REPLACING ENTIRE DRIVING AND/OR BIKE LANE:** If surfacing or pavement within driving lanes of a highway, as shown on the Master Plan of Arterial Highways or within a bikeway, is removed or damaged by Permittee's operation, existing surfacing or pavement for width of the driving or bike lane and for the length of the damaged surfacing shall be removed and replaced to a distance of not less than one hundred (100) feet. Such removal and replacement shall be to the satisfaction of the Director.
23. **OIL-MIXED SHOULDERS:** Improved oil-mixed shoulders are to be remixed to minimum depth of four (4) inches with an approved oil-mixing machine using approximately ½ gallon to 2½ gallons of SC 800 per square yard as determined by the Director. In lieu of the former, the entire width of the shoulder may be removed to a minimum depth of two (2) inches and replaced with a minimum of two (2) inches of AC.
24. **CONCRETE SIDEWALK OR CURB:** All concrete sidewalks or curbs shall be saw-cut to the nearest control joint and replaced in conformance with applicable provisions of the OC Public Works (OCPW) Department Standard Plans and Standard Specifications for Public Works Construction. Sidewalk removal and replacement shall be to the satisfaction of the Inspector.
25. **CARE OF DRAINAGE:** If the work herein contemplated shall interfere with established drainage, ample provision shall be made by the Permittee to provide for it, as may be required by the Director.

All roadside drainage ditches shall be restored to original grades and inlet and outlet ends of all culverts shall be left free and clear.

26. **COMPLIANCE WITH TERMS OF PERMIT:** Permittee shall not make or cause to be made any excavation, or construct, place upon, maintain, or leave any obstruction or impediment to travel, or pile or place any material in or upon any highway, under the surface of any highway, at any location or in any manner other than that described in application as approved by the Director, or contrary to terms of permit or of any provision of the Ordinance hereinbefore referenced.

Permittee agrees that if installation of any nature or kind placed in the excavation, fill or obstruction, for which permit is issued, which shall at any time in the future interfere with use, repair, improvements, widening or change of grade of highway, Permittee or his successors or assigns, with ten (10) days after receipt of written notice from the Director to do so, at his own expense, either remove such installation or relocate to a site which may be designated by the Director.

Permittee hereby agrees to do all work and otherwise comply with provisions of Orange County Codified Ordinances Title 6, Section 6-1-1, et seq., as amended, terms and conditions of this permit, and all applicable rules and regulations of the County of Orange. All work shall be performed in accordance with provisions of this Ordinance and of all applicable laws, rules and regulations of Orange County and to the satisfaction of the Director.

After work has been completed, all debris and excess material from excavation and backfill operations shall be removed from right of way and the roadway left in a neat and orderly condition. All approaches to private driveways and intersecting highways and streets shall be kept open to traffic at all times. Excess materials which adhere to roadway surfacing, as a result of construction operations, shall be removed by approved methods to the satisfaction of the Director.

TRAFFIC

27. **ARTERIAL HIGHWAY TRAFFIC LANES:** Two-way traffic shall be maintained at all times. At no time between the hours of 7:00 a.m. and 8:30 a.m. and between the hours of 4:00 p.m. and 6:00 p.m., Monday through Friday (excluding legal holidays), shall there be any obstruction of an arterial highway traffic lane. Said restriction shall apply to vehicles, equipment, material, traffic control devices, excavation, stockpile or any other form of obstruction. Any exceptions must be approved specifically by a traffic control plan and by County-designated Supervising Construction Inspector.
28. **PROTECTION OF TRAVELING PUBLIC:** Permittee shall take adequate precautions for protection of the traveling public. Barricades, flashing amber lights and warning signs, together with flagmen, where necessary, shall be placed and maintained in accordance with the State of California Manual of Traffic Controls, For Construction and Maintenance Work Zones until the excavation is refilled, the obstruction removed, and roadway is safe for use of traveling public. The Director may specify, as a condition of the issuance of the permit, safety devices or measures to be used by Permittee, but failure of Director to so specify the devices or measures to be used shall not relieve Permittee of his obligation hereunder.

Trenching for installation across any intersecting roadway open to traffic shall be progressive. NOT more than one-half (1/2) of the width of a traveled way shall be disturbed at one time, and the remaining width shall be kept open to traffic by bridging or backfilling.

29. **SIGNALIZED INTERSECTION:** Permittee shall notify OC Public Works/Traffic Division at 714-245-4580, at least 72 hours in advance of de-energizing a signalized intersection or any excavation within one hundred (100) feet of a signalized intersection. Permittee and/or his contractor shall assume cost for maintaining existing and temporary electrical systems or any other item or portion of work, as may be deemed necessary or advisable for protection of highway and traveling public and payment of all costs incurred by the County of Orange in repairing facilities damaged during construction. Applicant shall immediately repair or replace any damaged traffic control devices and/or striping facilities.

PERMITTEE'S OBLIGATION

30. **RESTORATION:** APPLICANT SHALL RESTORE THE ROADWAY TO ITS ORIGINAL OR BETTER CONDITION AND CAUSE ANY PERMANENT PAVING TO BE COMPLETED AS SOON AS POSSIBLE. Immediately upon completion of the work necessitating the excavation or obstruction authorized by any permit issued pursuant to the aforementioned Ordinance, Permittee shall promptly, and in a workmanlike manner, refill the excavation or remove the obstruction to the satisfaction of the Director.
- If Permittee fails or refuses to refill any excavation which he has made or remove any obstruction which he has placed on any highway, the Director may do so and Permittee shall promptly reimburse County the cost thereof. If any anytime subsequent to first repair of a surface of a highway damaged or destroyed by any excavation or obstruction in such highway, it becomes necessary again to repair such surface due to settlement or any other cause directly attributable to such excavation or obstruction, Permittee shall pay to County the cost of such additional repairs made by the Director. Cost shall be computed by the Director as provided in Section 6-3-47 or Section 6-3-49 of the aforementioned Ordinance, whichever, in the judgment of the Director, will most fairly compensate County for expenses incurred by it.
31. **PERMITTEE TO PAY DEFICIENCY.** If any deposit is insufficient to pay all fees and costs herein provided, Permittee shall, upon demand, pay to the Director an amount equal to the deficiency.
32. **EFFECT OF FAILURE TO PAY COSTS OF DEFICIENCY:** If Permittee, upon demand, fails to pay any deficiency as provided in Section 6-3-77 of the aforementioned Ordinance, or shall fail to pay any other costs due County hereunder for which no deposit has been made, County may recover same by an action in any court or competent jurisdiction. Until such deficiency or costs are paid in full, a permit hereunder shall not thereafter be issued to Permittee.
33. **TAXABLE POSSESSORY INTEREST:** Permittee acknowledges that a taxable possessory interest may have been created by this permit and that Permittee may be subject to payment of property taxes levied on such interest. (Reference is made to California Revenue and Taxation Code, Sections 107, 107.4 and 107.6.)
34. **ADDITIONAL COST:** Any additional cost incurred by Permittee incidental to this work NOT shown on the face of the permit, shall be borne by Permittee.
35. **COMPLIANCE:** Any CONDITIONS shown in regulations, attachments, and/or provisions of Codified Ordinance and all applicable laws, rules and/or regulations of Orange County or any other regulatory governing agency pertinent to work on the face of this permit MUST be complied with.

Section 6424 of the California Labor Code requires contractors planning excavation or trench work to obtain a permit for such work from the State of California, Department of Industrial Relations, DIVISION OF INDUSTRIAL SAFETY.

CONDITION: OC PUBLIC WORKS DOES NOT PERFORM ANY INSPECTION UNDER THIS PERMIT PERTAINING TO THE PROTECTION AND SAFETY OF PERSONNEL OR EQUIPMENT. THIS IS THE RESPONSIBILITY OF PERMITTEE.

The Director may, either at the time of the issuance of the permit or at any time thereafter until completion of the work, prescribe such additional conditions as he may deem reasonably necessary for the protection of the highway or for the prevention of undue interference with traffic or to assure the safety of persons using the highway.

The Permittee shall make proper arrangements satisfactory to the Director for and bear the cost of relocating any structure, public utility, tree or shrub where such relocation is made necessary by the proposed work for which a permit is issued. Permittee is aware of Ordinance No. 2717 concerning the registration and disclosure of lobbyists

APPENDIX C

PHOTO OF EXISTING RAILING AND PILASTER TO BE MATCHED



CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL

CIP 321201

BID NO. 19-1456

SCHEDULE OF WORK

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
1	MOBILIZATION	LS	1
2	CLEARING AND GRUBBING	LS	1
3	TRAFFIC CONTROL	LS	1
4	CONSTRUCTION SCHEDULE (CRITICAL PATH METHOD)	LS	1
5	WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	1
6	UNCLASSIFIED EXCAVATION	CY	192
7	CRUSHED MISCELLANEOUS BASE	CY	96
8	ADJUST STORM DRAIN MANHOLE COVER AND FRAME TO GRADE	EA	1
9	ASPHALT CONCRETE	TON	35
10	CONSTRUCT CONCRETE SIDEWALK	SF	1,817
11	CONSTRUCT CONCRETE CURB (TYPE D)	LF	10
12	CONSTRUCT CONCRETE CURB (TYPE B-6)	LF	18
13	CONSTRUCT CONCRETE CURB (TYPE C-6)	LF	10
14	CONSTRUCT CONCRETE CURB (TYPE 1)	LF	419
15	CONSTRUCT CONCRETE CURB (TYPE 2)	LF	473
16	CONSTRUCT CONCRETE CURB RAMP (TYPE 1-A)	SF	75
17	CONSTRUCT CONCRETE CURB RAMP (TYPE 1-B)	SF	159
18	CONSTRUCT CHAIN LINK FENCE (H=7')	LF	332
19	INSTALL DRIVE GATE	EA	4
20	INSTALL PEDESTRIAN GATE	EA	2
21	INSTALL CABLE RAILING	LF	135
22	INSTALL SIGN	EA	3
23	CONSTRUCT PILASTER WITH CONCRETE CAP AND STONE VENEER	EA	1
24	REMOVE PAVEMENT MARKING	LS	1
25	STRIPING, MARKINGS AND MARKERS	LS	1
26	LANDSCAPE IRRIGATION	LS	1
27	SODDED TURF	SF	667
28	STRUCTURAL CONCRETE (BRIDGE)	CY	23
29	REINFORCING STEEL (BRIDGE)	LB	3,800

CITY OF IRVINE

KELVIN PEDESTRIAN BRIDGE OVER BARRANCA CHANNEL

CIP 321201

BID NO. 19-1456

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY.
30	FURNISH AND INSTALL STEEL BRIDGE	LS	1
31	LIGHTWEIGHT CONCRETE BRIDGE DECK	CY	9
32	PLANT ESTABLISHMENT AND MAINTENANCE (90 WORKING DAYS)	LS	1

2.6



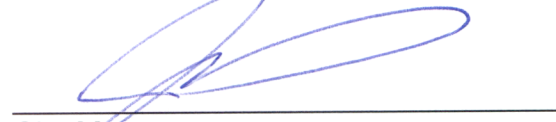
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: NOTICE OF REVIEW AND PENDING APPROVAL FOR TRACT MAPS IN THE GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC) AND IRVINE BUSINESS COMPLEX



Director of Public Works



City Manager

RECOMMENDED ACTION

Receive and file.

EXECUTIVE SUMMARY

The subject notice to the City Council is provided in accordance with City of Irvine Ordinance No. 07-12, notifying the City Council of one final tract map received for review by staff and one final tract map pending approval by the City Engineer. Ordinance No. 07-12 delegates authority to the City Engineer for approval of final tract maps and requires notice to the City Council following receipt of such maps for review and again prior to approval/disapproval by the City Engineer. The subject notice satisfies this requirement. This is a ministerial matter and there is no discretionary action to be taken by the City Council. The tract maps covering property referenced in this staff report are located in the Great Park Neighborhoods and Irvine Business Complex (Attachment 1) and are available for public review in the Public Works department.

Tract Map No. 18195 (Great Park Neighborhoods) is located near the intersection of Cadence and Astor, as shown in Attachment 2. The map for this property contains the subdivision of 9.15 acres into 25 lots. The property is proposed for the development of residential and private parks. This map implements land development projects anticipated in the Orange County Great Park Supplemental Environmental Impact Report, approved by the City Council in November 2013.

Tract Map No. 18179 (Irvine Business Complex) is located near the intersection of Campus Drive and Martin, as shown in Attachment 3. The map for this property contains the subdivision of 3.78 acres into three lots. The property is proposed for development of 247 residential units. This development project is consistent with the Irvine Business Complex Environmental Impact Report approved by the City Council in July 2010, which considered area-wide impacts associated with the ultimate build-out for the Irvine Business Complex.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Prior to City Engineer approval of a final tract map, the Planning Commission reviews and approves the corresponding tentative tract map based on consistency with the City's General Plan, Subdivision Ordinance and Zoning Code. The underlying tentative maps referenced in this staff report were approved by the Planning Commission as follows:

On January 17, 2019, the Planning Commission approved the underlying tentative maps for Tract Map No. 18195 (Great Park Neighborhoods) by a vote of 5-0.

On December 15, 2016, the Planning Commission approved the underlying tentative map for Tract Map No. 18179 (Irvine Business Complex) by a vote of 5-0.

ANALYSIS

The approval of tract maps is a multi-step process that assures development is reflective and compliant with the City's General Plan and with respective provisions of the City's development standards. City of Irvine Ordinance No. 07-12 authorizes the City Engineer to approve final tract maps if they substantially conform to the approved underlying tentative map and all applicable conditions of approval have been satisfied. The ordinance further requires staff to notify the City Council upon receipt of such maps for review and prior to approval/disapproval of a final tract map by the City Engineer. In addition, the State Subdivision Map Act requires the approval of final maps if the City Engineer has found that the final map substantially conforms to the underlying tentative map.

The final tract maps listed below have been received and are either under review for consistency with the applicable City standards and corresponding Planning Commission tentative tract map conditions of approval, or have been reviewed and are pending the City Engineer's final approval. Following approval and a 15-day appeal period, the maps will be released for recordation. Recordation of the maps is required prior to the issuance of building permits.

Submitted by	Tract Map No.	No. of Lots	Location	Status
Heritage Fields El Toro, LLC	18195	25-lot map	Cadence and Astor (<i>Great Park Neighborhoods-Heritage Fields</i>)	Pending Approval
Garden Communities	18179	3-lot map	Campus Drive and Martin (<i>Irvine Business Complex</i>)	Under Review

ALTERNATIVES CONSIDERED

An alternative to this notification was not considered. Pursuant to the State Subdivision Map Act and City of Irvine Ordinance 07-12, when approval authority of tract maps is delegated to the City Engineer, notification to the City Council of receipt and approval of such maps is required.

FINANCIAL IMPACT

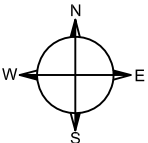
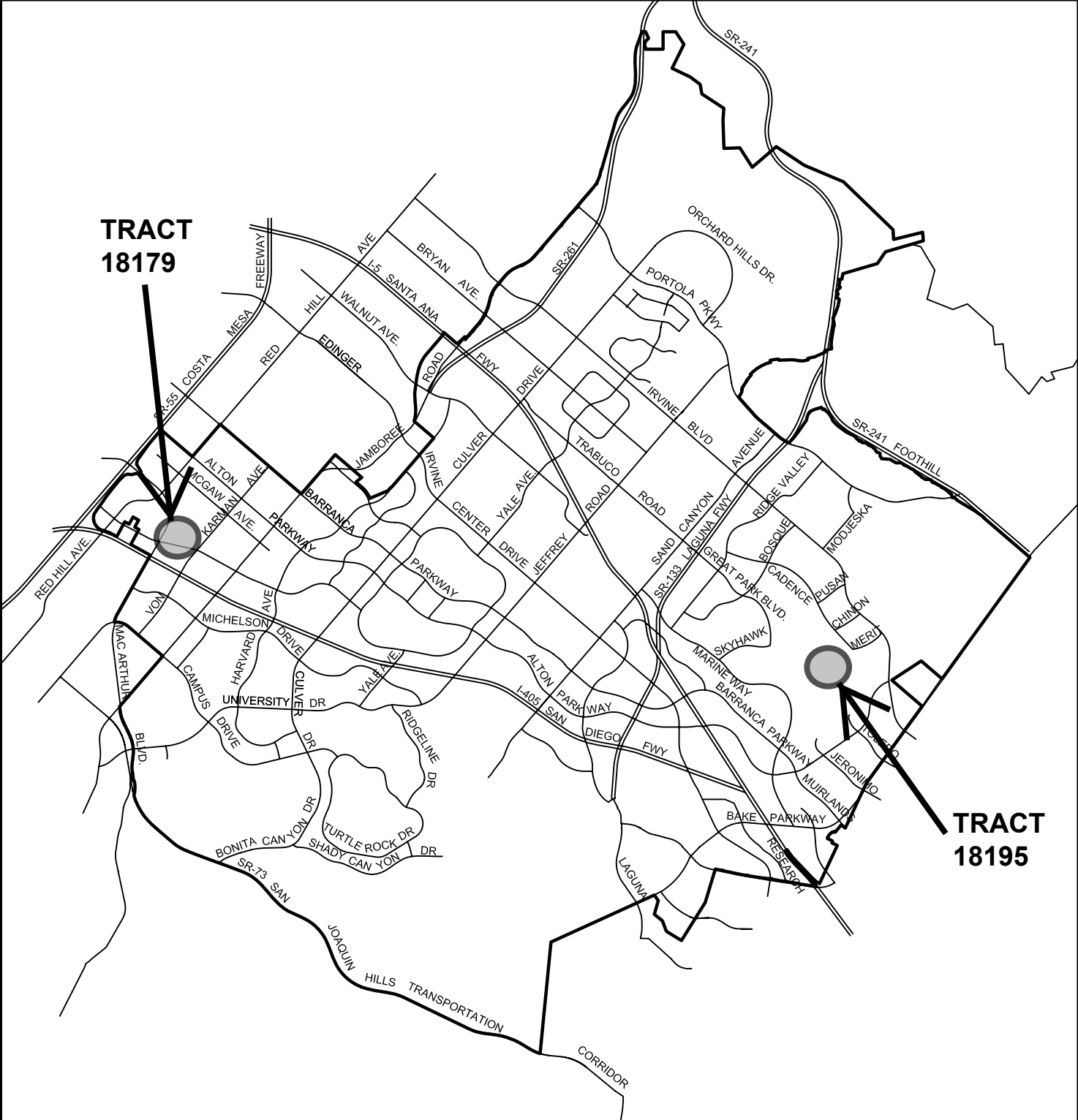
The administrative cost to the City for processing the map is offset by developer fees paid by the applicant submitting the map.

REPORT PREPARED BY Stacy DeLong, Associate Engineer

ATTACHMENTS

1. Vicinity Map
2. Site Map – Tract 18195 (Great Park Neighborhoods)
3. Site Map – Tract 18179 (Irvine Business Complex)

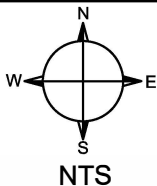
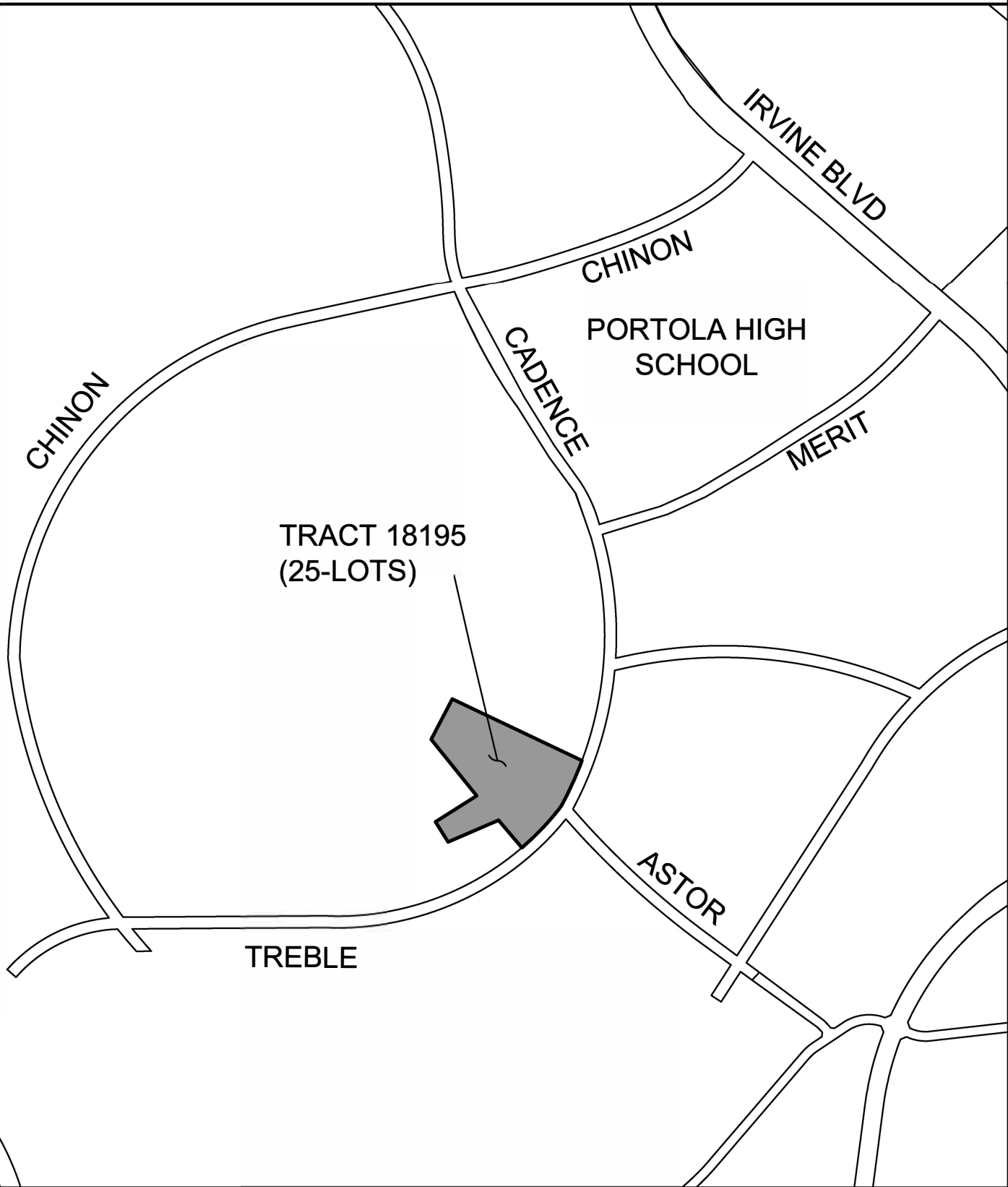
FINAL TRACT MAP Nos. 18195 and 18179



VICINITY MAP



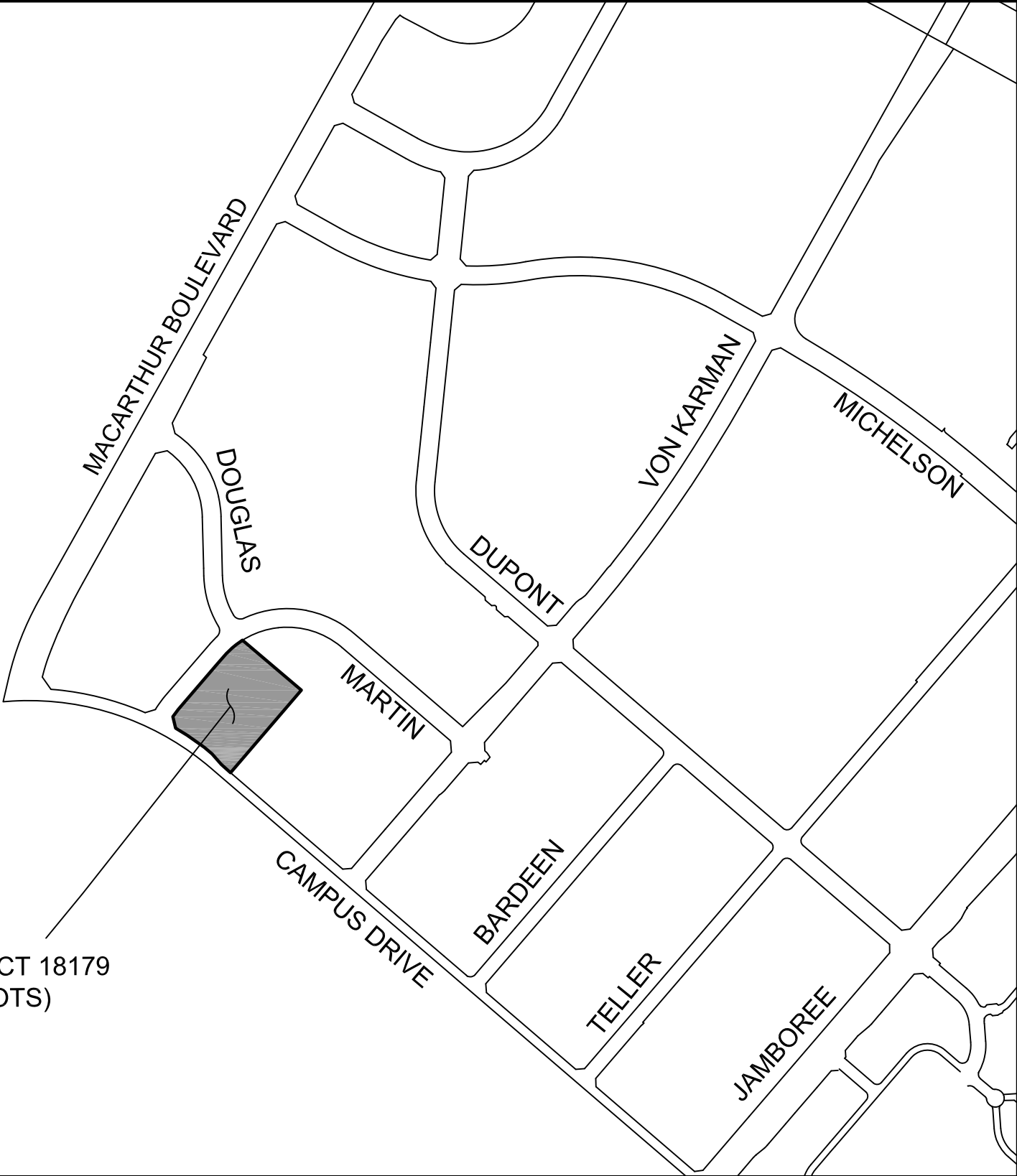
FINAL TRACT MAP No. 18195
GREAT PARK NEIGHBORHOODS - HERITAGE FIELDS



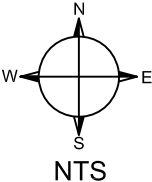
SITE MAP



FINAL TRACT MAP No. 18179
IRVINE BUSINESS COMPLEX



TRACT 18179
(3-LOTS)



SITE MAP

ATTACHMENT 3



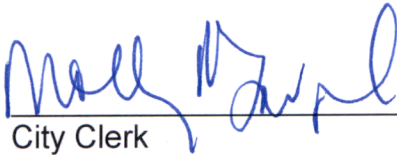
2.7



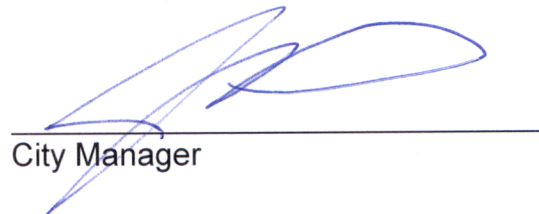
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: SECOND READING OF ORDINANCE NO. 19-01 AMENDING SECTIONS 1-2-202 "METHODS OF FILLING VACANCY" AND 1-2-213 "ORDER OF SUCCESSION" OF CHAPTER 2 OF DIVISION 2 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE



City Clerk



City Manager

RECOMMENDED ACTION

Read by title only, second reading and adoption of ORDINANCE NO. 19-01 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING SECTIONS 1-2-202 "METHODS OF FILLING VACANCY" AND 1-2-213 "ORDER OF SUCCESSION" OF CHAPTER 2 OF DIVISION 2 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE

EXECUTIVE SUMMARY

Ordinance No. 19-01 was introduced and first read on January 22, 2019 by the City Council. The vote at the first reading was as follows:

AYES: 5 COUNCILMEMBERS: Fox, Khan, Kuo, Shea, and Wagner

NOES: 0 COUNCILMEMBERS: None

ABSENT: 0 COUNCILMEMBERS: None

ABSTAIN: 0 COUNCILMEMBERS: None

Unless otherwise directed by a Member of the City Council, the vote at second reading will reflect the same vote as at first reading. However, if a Councilmember was absent at first reading, his or her vote cast at second reading will be reflected. If a Councilmember is not present at the second reading/adoption, the vote will be reflected as absent.

ATTACHMENT

City Council Ordinance No. 19-01

CITY COUNCIL ORDINANCE NO. 19-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF IRVINE, CALIFORNIA, AMENDING SECTIONS 1-2-202
“METHODS OF FILLING VACANCY” AND 1-2-213 “ORDER
OF SUCCESSION” OF CHAPTER 2 OF DIVISION 2 OF
TITLE 1 OF THE IRVINE MUNICIPAL CODE

WHEREAS, Section 403 of the Irvine City Charter provides that the method of filling vacancies on the City Council shall be as prescribed by ordinance of the City Council; and

WHEREAS, Section 405 of the Irvine City Charter provides the order of succession in the event of a vacancy in the Office of Mayor shall be as established by ordinance of the City Council; and

WHEREAS, the City Council established by ordinance the existing method for filling a vacancy on the City Council through the adoption of Title 1, Division 2, Chapter 2, Section 1-2-202 of the Irvine Municipal Code, which provides in full:

“A. The voters of the City may, by petition, require that any vacancy on the City Council be filled only by election. If such a petition, complying with the requirements of this chapter and signed by not less than seven percent of the voters of the City according to the County Clerk's last official report of registration to the Secretary of State, is filed with the City Clerk on or before 5:00 p.m. on the 30th day following the posting of the notice of vacancy on the City Council pursuant to Section 1-2-204, the vacancy may be filled only by an election.

B. At a meeting held within 30 days of the conclusion of the time period for filing petitions as set forth in subdivision A, the City Council shall determine the manner in which the vacancy shall be filled in accordance with subdivision C or D hereof.

C. If the City Council determines based on the report of the City Clerk prepared pursuant to Section 1-2-209, that an adequate petition requesting an election has been properly filed, the vacancy shall be filled only by an election; and the City Council shall thereupon call an election to fill the vacancy. The election shall be called and scheduled on the first available date that the City Council determines in its discretion to be appropriate, but the election date shall be at least 114 days from the date on which the City Council calls the election.

D. If the City Council determines based on the report of the City Clerk prepared pursuant to Section 1-2-209 that no adequate petition requesting an election has been properly filed, the City Council may fill any such vacancy by appointment or by calling an election, in accordance with the provisions of Government Code § 36512.”;

WHEREAS, the City Council established by ordinance the existing method for filling a vacancy in the Office of Mayor through the adoption of Title 1, Division 2, Chapter 2, Section 1-2-213 of the Irvine Municipal Code, which provides in full:

“A. Should the Office of Mayor become vacant during his or her term of office, the City Council may fill that vacancy for the remainder of the mayoral term by appointing to the Office of Mayor a member of the City Council that is willing to serve as Mayor. Any resulting vacancy on the City Council shall be filled as prescribed by ordinance of the City Council. A City Council member appointed Mayor in this instance would forfeit any time remaining in his or her City Council term beyond the term of the Office of Mayor to which he or she is appointed.

B. If the City Council fails to fill a vacancy in the Office of Mayor, then within 60 days after the declaration of such vacancy, the City Council shall call an election to fill the vacancy as prescribed in Government Code section 36512. A person elected to fill a vacancy in the Office of Mayor shall hold office for the unexpired term of the former incumbent Mayor.

C. If a vacancy in the Office of Mayor occurs after the election of a new Mayor, but before the assumption of office of a new Mayor, then the City Council may elect not to fill the vacancy, in which case the Mayor Pro Tempore shall discharge the duties and responsibilities of the Office of Mayor until the assumption of office by the new Mayor.”;

WHEREAS, under the current Municipal Code provisions, the City Council must wait 30 days after a City Council vacancy in order to decide whether to hold a special election or to fill the seat by appointment; during that thirty (30) day period, a petition of seven percent (7%) of Irvine’s registered voters may be submitted to require a special election; and

WHEREAS, this ordinance enables the City Council to hold its meeting before the thirty (30) day period concludes, while still preserving the voters’ thirty (30) day petition period; if the City Council decides to proceed to a special election, then the voters need not expend time and effort gathering signatures to achieve the same end; and

WHEREAS, under the current Municipal Code provisions, calling a special election to fill a City Council vacancy follows different timelines depending on whether there is a voter petition or whether the City Council calls the special election; and

WHEREAS, this ordinance eliminates the separate timeline for City Council-called special elections, instead causing all special elections to follow the same timeline as currently exists for special elections forced by voter petition; and

WHEREAS, the current Municipal Code provisions do not provide that for the Mayor-Elect to take office early in the event of a vacancy in the office of Mayor that occurs after an election, instead allowing the City Council to decide whether to appoint a Councilmember to become Mayor or keep the seat vacant; and

WHEREAS, this ordinance provides that (i) a Mayor-Elect may choose to assume office early in the event of a vacancy, and (ii) when there is no Mayor-Elect, the Mayor Pro Tem would become the Mayor, and (iii) if there is no Mayor Elect and the Mayor Pro Tem declines to become Mayor, then the City Council would appoint a Councilmember to become Mayor.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN as follows:

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

SECTION 2. Chapter 2 of Division 2 of Title 1 City Council is amended as follows and shall in all other respects remain in full force and effect:

CHAPTER 2. – FILLING VACANCIES

Sec. 1-2-202. – Methods of filling vacancy.

- A. If a vacancy occurs on the City Council, the City Council shall, within 60 days from the commencement of the vacancy, make an appointment to fill the vacancy.
- B. The voters of the City may, by petition, require that any vacancy on the City Council be filled only by election. If such a petition, complying with the requirements of this chapter and, is (i) signed by not less than seven percent of the voters of the City according to the County Registrar's last official report of registration to the Secretary of State, ~~is~~(ii) filed with the City Clerk on or before 5:00 p.m. on the 30th day following the posting of the notice of vacancy on the City Council pursuant to Section 1-2-204, and (iii) certified as adequate by the City Clerk pursuant to Section 1-2-209, then the City Council shall order a special election to fill the vacancy. If the City Council fails to fill the vacancy within 60 days after the commencement of such vacancy, the City Council shall call a special election to fill the remainder of the unexpired term.
- C. If the City Council calls a special election pursuant to this section, the election shall be called and scheduled on the first available Tuesday that the City Council determines in its discretion to be appropriate, but the election date shall be at least 114 days from the date on which the City Council calls the election. The election date shall not be the day before, the day of, or the day after a City holiday.

Sec. 1-2-213. – Order of succession.

- A. Should the Office of Mayor become vacant during his or her term of office, the Mayor Pro Tempore shall become the Mayor for the remainder of the mayoral term. If the Mayor Pro Tempore declines to become Mayor in a written statement filed with the Clerk within seven days after the declaration of the vacancy in the Office of Mayor, then the City Council may fill the Mayoral vacancy for the remainder of the mayoral term by appointing to the Office of Mayor a member of the City Council that is willing to serve in that capacity.
- B. Any resulting vacancy on the City Council shall be filled as prescribed by ordinance of the City Council. A City Council member who becomes Mayor in this instance would forfeit any time remaining in his or her City Council term beyond the term of the Office of Mayor to which he or she is appointed.
- C. If the City Council fails to fill a vacancy in the Office of Mayor, then within 60 days after the declaration of such vacancy, the City Council shall call an election on the first available Tuesday that the City Council determines in its discretion to be appropriate, but the election date shall be at least 114 days from the date on which the City Council calls the election. The election date shall not be the day before, the day of, or the day after a City holiday. A person elected to fill a vacancy in the Office of Mayor shall hold office for the unexpired term of the former incumbent Mayor.
- D. If a vacancy in the Office of Mayor occurs after the election of a new Mayor, but before the assumption of office of a new Mayor, then the new Mayor may elect to fill the vacancy for the remainder of the Mayoral term. If the new Mayor does not do so, then the City Council may elect not to fill the vacancy, in which case the Mayor Pro Tempore shall discharge the duties and responsibilities of the Office of Mayor until the assumption of office by the new Mayor.

SECTION 3. CEQA Determination. In adopting this Ordinance, the City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations Sections 15061(b)(3) and 15378, in that it can be seen with certainty that the Municipal Code amendments propose no activity that may have a significant effect on the environment and will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 4. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 5. 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 the 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 sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the ____ day of _____, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Ordinance was introduced for first reading on the 22nd day of January 2019, and duly adopted at a regular meeting of the City Council of the City of Irvine held on the 12th day of February 2019.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

2.8

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2019 JAN 29 PM 3: 20

Memo

RECEIVED

JAN 29 2019

CITY OF IRVINE
CITY MANAGER'S OFFICE

To: John A. Russo, City Manager
From: Farrah Khan, Councilmember 
Date: January 29, 2019
Re: **Community Partnership Fund Grant Nomination**

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve a \$500 community partnership grant award to the Irvine Museum in support of program costs.

The Irvine Museum is a non-profit organization dedicated to the education and preservation of California art of the Impressionist Period (1890-1930).

Should the City Council approve this request, the organization will enter into a Funding Agreement with the City that specify the grants use of funds, reporting requirements and regulatory compliance.

I would like to place this item on the February 12 City Council agenda to approve this community partnership grant award and authorize the City Manager to prepare and execute a Funding Agreement.

cc: Irvine City Council
Molly McLaughlin, City Clerk

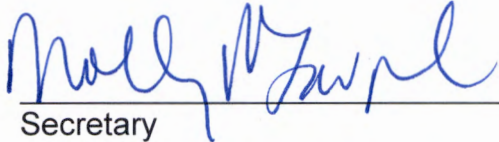
3.1



REQUEST FOR CITY OF IRVINE AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: MINUTES


Secretary

RECOMMENDED ACTION:

Approve the minutes of a regular joint meeting of the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency with the Irvine City Council held on November 27, 2018.



MINUTES

**CITY COUNCIL
REGULAR MEETING
AND
REGULAR JOINT MEETING
WITH THE
CITY OF IRVINE AS SUCCESSOR
AGENCY TO THE DISSOLVED
IRVINE REDEVELOPMENT AGENCY**

**November 27, 2018
Conference and Training Center
One Civic Center Plaza
Irvine, CA 92606**

CALL TO ORDER

The regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency was called to order at 4:06 p.m. on November 27, 2018 in the Conference and Training Center, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor/Chairman Wagner presiding.

ROLL CALL

Present:	5	Councilmember/Boardmember:	Melissa Fox
		Councilmember/Boardmember:	Jeffrey Lalloway
		Councilmember/Boardmember:	Lynn Schott
		Mayor Pro Tempore/Vice Chairwoman:	Christina Shea
		Mayor/Chairman:	Donald P. Wagner

PLEDGE OF ALLEGIANCE

Councilmember Lalloway led the Pledge of Allegiance.

INVOCATION

Pastor John Shin from Saddleback Church in Irvine provided the invocation.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Mayor Pro Tempore Shea provided a brief report on her recent trip to New York City from November 14 through 17, having been invited to share how the City brought forward its historic organics first landscaping policy, and how the City successfully transitioned from synthetic to organic landscaping policies. While in New York, she met with several representatives from New York City, community leaders, and representatives from the New York State Assembly. A bill is in the process of being drafted which will mirror the City's Integrated Pest Management program, to which Mayor Pro Tempore Shea and Community Services Commissioner, Kim Konte, will assist with the bill's language.

Mayor Wagner noted that he, along with several other Mayors, was invited to attend the inauguration of Mexican President-elect Andres Lopez Obrador in Mexico City this upcoming weekend and was not able to attend the Winter Wonderland event; and made the following announcements:

- On Sunday, December 2, the Civic Center turns into a Winter Wonderland from 3 to 7 p.m., where children can enjoy crafts and activities, as well as train rides around the Civic Center. A Joyful Jingles holiday program will provide music, and Santa will stop by for a visit. At 5 p.m., Mayor Pro Tempore Shea, on behalf of Mayor Wagner, will preside over a tree-lighting ceremony, which will include "snow" falling over the piazza. Guests are encouraged to bring a new, unwrapped gift suitable for infants or children up to age 12 to support the families of Irvine's adopted 2/11 Marine Battalion. For information, visit cityofirvine.org or call 949-724-6606.
- On Sunday, December 9, the Irvine Animal Care Center will host its 12th annual Home for the Holidays pet adoption fair from 10 a.m. to 2 p.m., where approximately 600 homeless dogs, cats, rabbits, and small animals will be available for adoption from the Irvine Animal Care Center and other area rescue groups. Pet-related vendors, gourmet food trucks, a silent auction, low-cost microchipping and an opportunity drawing will be available. Suggested donation for the event is \$2 per person, or \$5 per family; and parking is free. For information, visit irvineanimals.org or call 949-724-7740.

- An interactive map is now available to the community for tracking development proposals. The map features an overview of major developments approved in the last five years, including those under construction and recently completed. The map will be regularly updated as new proposals are submitted for review and as major projects start construction. To view the map, visit cityofirvine.org and click on the Transparency Portal link.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

CONVENE TO THE REGULAR JOINT MEETING

Mayor/Chairman Wagner convened to the regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency at 4:13 p.m.

1. CONSENT CALENDAR - CITY COUNCIL

ACTION: Moved by Councilmember/Boardmember Lalloway, seconded by Mayor Pro Tempore/Vice Chairwoman Shea, and unanimously carried to approve City Council Consent Calendar Item Nos. 1.1 through 1.17, and Successor Agency Consent Calendar Item Nos. 1.1 and 2.2, with the exception of City Council Consent Calendar Item Nos. 1.3 and 1.16, which were removed for separate discussion.

1.1 MINUTES

ACTION:

Approved the minutes of a regular meeting of the Irvine City Council held on October 23, 2018.

1.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopted RESOLUTION NO. 18-77 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

**1.3 ORANGE COUNTY GREAT PARK FUNDS FINANCIAL STATEMENT
AUDIT – FISCAL YEAR 2017-18**

This item was removed for separate discussion at the request of Mayor Pro Tempore Shea, who asked that the auditor provide financials in actual dollar amounts in an effort to increase transparency.

There was no City Council discussion.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried to:

Receive and file.

1.4 FISCAL YEAR 2017-18 MEASURE M2 EXPENDITURE REPORT

ACTION:

Adopted RESOLUTION NO. 18-78 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE FISCAL YEAR 2017-18 MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF IRVINE

1.5 ANNUAL DEVELOPMENT IMPACT FEE REPORT FOR FISCAL YEAR 2017-18

ACTION:

Received and filed.

1.6 AIR QUALITY IMPROVEMENT SPECIAL REVENUE FUND AUDIT FOR THE FISCAL YEAR ENDED JUNE 30, 2018

ACTION:

Received and filed.

1.7 SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS FOR THE FISCAL YEAR ENDED JUNE 30, 2018

ACTION:

Received and filed.

1.8 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018 AND AUDITORS' COMMUNICATION

ACTION:

Received and filed.

1.9 FISCAL YEAR 2018-19 FIRST QUARTER BUDGET UPDATE

ACTION:

Received and filed the Fiscal Year 2018-19 First Quarter Budget Update.

1.10 TREASURER'S REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2018

ACTION:

Received and filed the Treasurer's Report for the quarter ended September 30, 2018.

1.11 FISCAL YEAR 2017-18 CAPITAL IMPROVEMENT AND SPECIAL FUNDS YEAR-END REPORT

ACTION:

- 1) Approved the closure of 30 completed projects with \$95.0 million in expenditures and release appropriations of \$25.4 million in applicable special funds.
- 2) Approved the continuation of 123 City and Orange County Great Park administered capital projects with appropriations totaling \$160.0 million to Fiscal Year 2018-19.
- 3) Approved a \$19.4 million net appropriation to inter-fund transfers for open capital projects and the return of funding for closed capital projects among various special and capital project funds.
- 4) Approved funding for outstanding purchase orders and continuing activities in the special funds totaling \$1.6 million.
- 5) Approved a budget adjustment for \$50 thousand in revenues and expenditures in the Development Service Fund for traffic engineering plan check review services.
- 6) Approved an additional appropriation of \$1.4 million from the Gas Tax fund balance to fund the new landscape maintenance service contracts in order to maintain existing service levels.
- 7) Received and filed Community Facility District (CFD) annual reports for CFD 2004-1 Central Park, CFD 2005-2 Columbus Grove and CFD 2013-3 Great Park.

1.12 FISCAL YEAR 2017-18 GENERAL FUND YEAR-END REPORT

ACTION:

- 1) Approved a budget adjustment allocating \$4,560,874 of year-end General Fund balance for specific projects/programs previously approved by the City Council.
- 2) Approved a budget adjustment to allocate \$4,161,888 of year-end General Fund balance for a one-time contribution to pay-down the unfunded pension liability.
- 3) Approved a budget adjustment to transfer \$1,000,000 of year-end General Fund balance to the Asset Management Plan Fund for the Fiscal Year 2016-17 repayment in accordance with the Accelerated Pension Liability Pay-down Plan, adopted by the City Council on June 25, 2013.
- 4) Approved a budget adjustment allocating \$70,374 of year-end General Fund balance for outstanding encumbrances and Purchase Orders that were not completed by the end of the fiscal year.

1.13 COOPERATIVE AGREEMENT WITH ORANGE COUNTY TRANSPORTATION AUTHORITY TO ADMINISTER THE ORANGE COUNTY TAXI ADMINISTRATION PROGRAM

ACTION:

Authorized the City Manager to execute the Cooperative Agreement with the Orange County Transportation Authority for the administration of the Orange County Taxi Administration Program, effective January 1, 2019 through December 31, 2020. **(Contract No. 10467)**

1.14 CITY OF IRVINE HOUSING SUCCESSOR TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ANNUAL REPORT

ACTION:

- 1) Authorized submittal of the Housing Successor Annual Report to the California Department of Housing and Community Development.
- 2) Authorized posting the Housing Successor Annual Report on the City of Irvine website.

1.15 OPERATING AGREEMENT FOR ORANGE COUNTY GREAT PARK URBAN AGRICULTURE PROGRAMS

ACTION:

- 1) Authorized the City Manager to execute the proposed Agreement for Contract Services between the City of Irvine and Solutions for Urban Agriculture to operate the Farm + Food Lab and the urban agricultural programs offered at the Orange County Great Park. **(Contract No. 10468)**
- 2) Approved a budget adjustment to transfer \$76,872 from existing personnel and supply appropriations to contract services for the operation and maintenance of the agriculture amenities at the Orange County Great Park for the remainder of the Fiscal Year 2018-19, with no net fiscal impact.

1.16 2019 BICYCLE CORRIDOR IMPROVEMENT PROGRAM GRANT APPLICATION FOR JEFFREY OPEN SPACE TRAIL AND INTERSTATE 5 BICYCLE AND PEDESTRIAN BRIDGE PROJECT

This item was removed for separate discussion at the request of Councilmember Lalloway, who reiterated the need for a pedestrian bridge over California Interstate 5 to enhance the safety of bicyclists.

There was no City Council discussion.

ACTION: Moved by Councilmember Lalloway, seconded by Councilmember Fox, and unanimously carried to:

- 1) Authorize staff to submit a grant application to Orange County Transportation Authority for the 2019 Bicycle Corridor Improvement Program for construction of the Jeffrey Open Space Trail and Interstate 5 Bicycle and Pedestrian Bridge Project.
- 2) Adopt RESOLUTION NO. 18-79 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING SUBMITTAL OF GRANT FUNDING APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDS UNDER THE BICYCLE CORRIDOR IMPROVEMENT PROGRAM WITH CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM FUNDING UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION FEDERAL TRANSPORTATION ACT

1.17 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approved Councilmember Schott's requests for Community Partnership Fund Grant nominations to the following organizations in support of program costs:
 - a. Mariners Church - Foster Youth & Families (\$2,000)
(Contract No. 10469)
 - b. Reaching Youth Through Music Opportunities (\$2,000)
(Contract No. 10470)
- 2) Authorized the City Manager to prepare and sign the funding agreements listed in Action 1.

2. CONSENT CALENDAR - SUCCESSOR AGENCY

2.1 MINUTES

ACTION:

Approved the minutes of a regular joint meeting of the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency with the Irvine City Council held on September 25, 2018.

2.2 ADOPTION OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE OF THE FORMER IRVINE REDEVELOPMENT AGENCY AND THE ADMINISTRATIVE BUDGET FOR THE SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY, FOR JULY 1, 2019 THROUGH JUNE 30, 2020

ACTION:

- 1) Adopted the Recognized Obligation Payment Schedule of the former Irvine Redevelopment Agency for July 1, 2019 through June 30, 2020, and authorized revisions to the reporting format, if needed to comply with potential form changes by the State of California Department of Finance.
- 2) Adopted the administrative budget for the Successor Agency for July 1, 2019 through June 30, 2020.

PUBLIC COMMENT - SUCCESSOR AGENCY

There were no public comments.

ADJOURNMENT - REGULAR JOINT MEETING

Moved by Councilmember/Boardmember Fox, seconded by Mayor Pro Tempore/ Vice Chairwoman Shea, and unanimously carried to adjourn the regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency at 4:20 p.m.

CHAIRMAN, SUCCESSOR AGENCY

February 12, 2019

SECRETARY, SUCCESSOR AGENCY

3.2



REQUEST FOR CITY OF IRVINE AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION – CITY
COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED
IRVINE REDEVELOPMENT AGENCY

Director of Financial Management
& Strategic Planning

City Manager

RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

EXECUTIVE SUMMARY

On December 29, 2011, the California Supreme Court upheld Assembly Bill x1 26 (the Dissolution Act) and directed that all redevelopment agencies in the state be dissolved effective February 1, 2012. On January 10, 2012, the City Council elected to become the Successor Agency to the Irvine Redevelopment Agency. As the Successor Agency, the City will wind down the affairs of the former redevelopment agency, including the payment of invoices for services related to the dissolution.

The attached Register of Warrants and Wire Transfers contains a payment totaling \$2,225.00 for audit costs. The payment will be released on Wednesday, February 13, 2018.

ATTACHMENT Resolution

SUCCESSOR AGENCY RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine, as Successor Agency to the dissolved Irvine Redevelopment Agency, at a regular meeting held on the 12th day of February 2019.

CHAIR, SUCCESSOR AGENCY

ATTEST:

SECRETARY, SUCCESSOR AGENCY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, Secretary to the Successor Agency, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, as Successor Agency to the dissolved Irvine Redevelopment Agency, held on the 12th day of February 2019.

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:

SECRETARY, SUCCESSOR AGENCY

SUCCESSOR AGENCY 19-

ATTACHMENT

11/21/2018 through 11/27/2018

**City of Irvine as Successor Agency to the Irvine Redevelopment Agency
Register of Warrants and Wire Transfers**

Warrant	Payee On Warrant	Amount	Fund	Description
00500656	WHITE NELSON DIEHL EVANS LLP	2,225.00	791	ADMIN SERVICES AUDITING SERVICES FOR FY 17-18
Accounts Payable Subtotal		2,225.00		
Grand Total		2,225.00		

11/21/2018 through 11/27/2018

**City of Irvine as Successor Agency to the Irvine Redevelopment Agency
Register of Warrants and Wire Transfers**

Fund	Fund Description	Amount
791	REDEVELOPMENT OBLIGTN RET	2,225.00
	GRAND TOTAL	2,225.00

4.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: DESIGNATION OF COMMUNITY FACILITIES DISTRICT NO. 2013-3 IMPROVEMENT AREA NO. 10

Director of Financial Management
& Strategic Planning

City Manager

RECOMMENDED ACTIONS

1. Receive staff report.
2. Open the public hearing; receive public input.
3. Close the public hearing.
4. City Council comments and questions.
5. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DESIGNATING IMPROVEMENT AREA NO. 10 OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID IMPROVEMENT AREA
6. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS WITHIN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND SUBMITTING A PROPOSITION TO THE QUALIFIED ELECTORS THEREOF
7. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), CALLING A SPECIAL ELECTION FOR THE PURPOSE OF APPROVING A SPECIAL TAX IN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), THE ISSUANCE OF BONDS BY SAID IMPROVEMENT AREA OF THE DISTRICT AND ESTABLISHMENT OF AN APPROPRIATIONS LIMIT
8. Ask the City Clerk to Disclose the Results of the Special Election.
9. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DECLARING THE RESULTS OF A SPECIAL ELECTION HELD IN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3

(GREAT PARK) AND DIRECTING RECORDING OF A NOTICE OF SPECIAL TAX LIEN

10. Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), LEVYING SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

EXECUTIVE SUMMARY

The above recommended actions are the second of a three-step process to designate a new improvement area, Improvement Area No. 10 (IA-10) within Community Facilities District No. 2013-3, Great Park (the District). The initial step was approved by the City Council on January 8, 2019 to declare its intention and set a public hearing for the designation of IA-10. The above actions conduct such public hearing and approve IA-10 designation.

IA-10 is the latest area subdivided from Improvement Area No. 2, which was established at the time of the District formation in 2013. IA-10 consists of approximately 105 acres and is planned for residential development.

Resolutions designating IA-10 and authorizing to incur bonded indebtedness precede the announcement of the special landowner election results. The second step of the designation process concludes with adoption of an ordinance to levy special taxes. A second reading of such ordinance will be conducted in a subsequent City Council meeting, and will complete the entire designation process.

Potential bond issuance for IA-10 will be requested for the Finance Commission and City Council to consider and approve upon request from Heritage Fields El Toro, LLC (the Developer).

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

The District was formed on March 26, 2013 under the Amended and Restated Development Agreement (ARDA) between the City and the Developer dated December 27, 2010. Three improvement areas were designated and authorized to incur bonded indebtedness at the time of formation. IA-3 was designated as the Orange County Great Park. All taxable land in IA-1 and IA-2 was owned by the Developer, with IA-2 intended for subdivision into smaller improvement areas as development progressed. In October 2014, Improvement Areas No. 4 and 5 were designated, followed by the designation of

Improvement Areas No. 6 and 7 in September 2015, Improvement Area No. 8 in October 2015, and Improvement Area No. 9 in March 2018.

The City Council, as the legislative body of the District, received a petition from the Developer on December 10, 2018, for the designation of IA-10. The proposed IA-10 consists of approximately 105 acres. It is located south of Chinon, north of Treble, and west of Cadence, as shown on the Proposed Boundary Map (Attachment 1). IA-10 is currently planned for residential development with an estimated 429 detached and 247 attached homes.

On January 8, 2019, the City Council adopted Resolution No. 19-02 stating its intention to designate IA-10, and Resolution No. 19-03 declaring its intention to incur bonded indebtedness in an amount not to exceed \$120,000,000. Both resolutions also called for public hearing on February 12, 2019. Adoption of the attached four resolutions will achieve the following:

1. Designate IA-10 and authorize the levy of a special tax within IA-10 (Attachment 2);
2. Determine the necessity to incur bonded indebtedness in an amount not to exceed \$120,000,000 within IA-10 (Attachment 3);
3. Call for a special land owner election for the purpose of approving a special tax in IA-10, issuing bonds and establishing an appropriations limit for IA-10 (Attachment 4); and
4. Declare the result of the special election, and direct the recording of a notice of special tax lien on IA-10 (Attachment 5).

It is also recommended that the City Council introduce the first reading of an ordinance levying special taxes within IA-10 (Attachment 6). Second reading of the ordinance is scheduled for February 26, 2019, at which time the designation of IA-10 will be completed.

The proposed special taxes will be used to pay for interest and principal of the bonds to be issued as development in the improvement area progresses, as well as certain maintenance costs as documented in the ARDA and other implementing agreements between the City and the Developer. Bond proceeds will be used to fund for certain backbone infrastructure benefiting the Great Park Neighborhoods and the Orange County Great Park. Types of public facilities and services proposed to be paid by the special taxes are included in the Community Facilities District Report (Attachment 7).

ALTERNATIVES CONSIDERED

City Council could choose not to adopt the resolutions to designate IA-10, and the ordinance to levy special taxes. However, this alternative would be inconsistent with the intent of existing agreements between the City and the Developer.

FINANCIAL IMPACT

The authorization to designate IA-10 will not have a financial impact to the City's General Fund. There is no financial obligation to the City with the approval to incur bonded indebtedness. Special taxes that will be levied in IA-10 will provide funding for authorized facilities and services as described in the Community Facilities District Report and in accordance with the ARDA.

REPORT PREPARED BY Patricia Song, Manager of Fiscal Services

ATTACHMENTS

1. Recorded Boundary Map
2. Resolution – Designate Improvement Area No. 10
3. Resolution – Determine Necessity to Incur Bonded Indebtedness
4. Resolution – Call for a Special Election
5. Resolution – Declare Results of the Special Election
6. Ordinance – Levy Special Taxes within Improvement Area No. 10
7. Communities Facilities District Report – Improvement Area No. 10

106 37

**PROPOSED BOUNDARIES OF
IMPROVEMENT AREA No. 10 OF
CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT No. 2013-3
(Great Park)
COUNTY OF ORANGE, STATE OF CALIFORNIA**

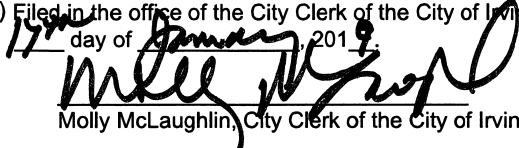
IMPROVEMENT AREA No. 10 consists of
 Lots 1 through 130, inclusive,
 Lots 132 through 165, inclusive,
 Lots 167 through 170, inclusive,
 Lots 172 through 189, inclusive,
 Lots 191 through 214, inclusive,
 Lots A through Z, inclusive,
 Lots AA through ZZ, inclusive,
 Lots AAA through ZZZ, inclusive, and
 Lots AAAA through OOOO, inclusive,
 of Tract Map No. 18183.

Assessor Parcels within
 IMPROVEMENT AREA No. 10:
 580-761-46

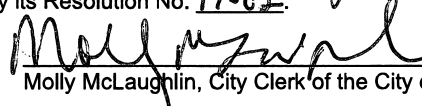
580-761-47 (portion)
 580-761-48 (portion)
 580-761-50 (portion)
 580-761-51 (portion)
 580-762-70 (portion)
 591-131-11 (portion)
 591-131-12
 591-131-13
 591-131-52 (portion)

Reference is hereby made to the Assessor maps of the County of Orange, California, and to Tract Map No. 18183, recorded on December 5, 2018, as Instrument No. 2018000454870, in Book 980, Pages 15 through 42 of Miscellaneous Maps in the office of the Orange County, California Recorder, for a description of the lines and dimensions of each lot and parcel.

(1) Filed in the office of the City Clerk of the City of Irvine this 17th day of January, 2019.


 Molly McLaughlin, City Clerk of the City of Irvine

(2) I hereby certify that the within map showing the proposed boundaries of Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park), Orange County, State of California, was approved by the City Council of the City of Irvine at a special meeting thereof, held on this 17th day of January, 2019, by its Resolution No. 19-02.


 Molly McLaughlin, City Clerk of the City of Irvine

Recording Requested by: City of Irvine

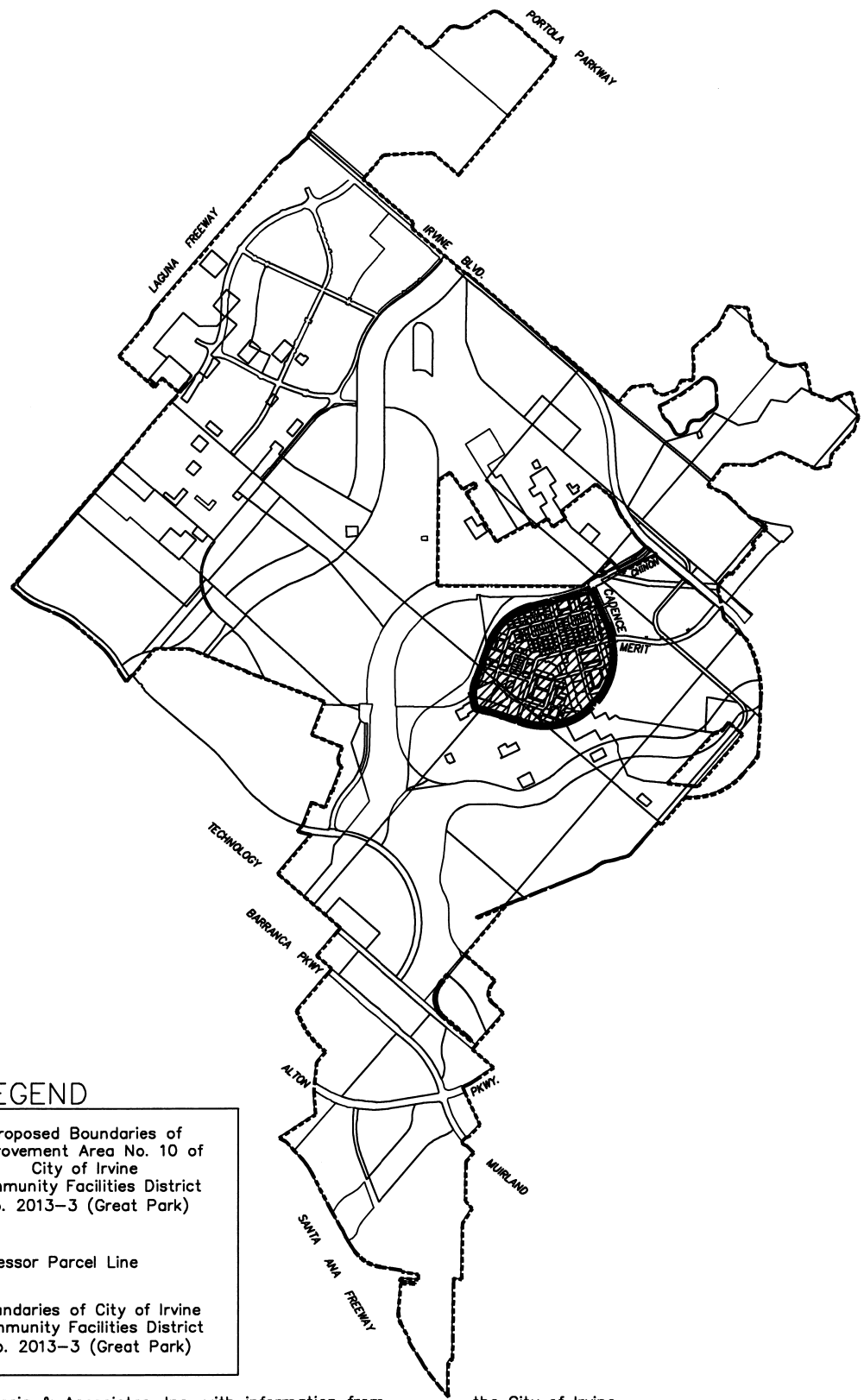
(3) Filed this 17th day of JAN, 2019, at the hour of 12:36 o'clock P.m, in Book 106 of Maps of Assessment and Community Facilities Districts at page 37-38 and as Instrument No. 2019-17060 in the office of the County Recorder of the County of Orange, State of California.

Hugh Nguyen
 County Clerk-Recorder of County of Orange

By 
 Deputy

Fee EXEMPT
 Exempt recording requested, per
 CA Government Code §6103 - **27383**

PROPOSED BOUNDARIES OF
IMPROVEMENT AREA No. 10 OF
CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT No. 2013-3
(Great Park)
COUNTY OF ORANGE, STATE OF CALIFORNIA



LEGEND



Proposed Boundaries of
Improvement Area No. 10 of
City of Irvine
Community Facilities District
No. 2013-3 (Great Park)



Assessor Parcel Line



Boundaries of City of Irvine
Community Facilities District
No. 2013-3 (Great Park)

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DESIGNATING IMPROVEMENT AREA NO. 10 OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID IMPROVEMENT AREA

WHEREAS, on January 8, 2019, the City Council (the "City Council") of the City of Irvine (the "City"), as the legislative body of City of Irvine Community Facilities District No. 2013-3 (Great Park) (the "Community Facilities District"), pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), adopted Resolution No. 19-03 (the "Resolution of Intention") (a) stating its intention to designate a portion of the Community Facilities District as an improvement area proposed to be known as "Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park)" ("Improvement Area No. 10"), (b) stating its intention to authorize the levy of special taxes within Improvement Area No. 10 to contribute to the financing of certain facilities and services (the "Facilities and Services"), and (c) setting February 12, 2019 as the date for a public hearing to be held on the designation of Improvement Area No. 10; and

WHEREAS, pursuant to the Resolution of Intention, on January 17, 2019, the Boundary Map showing the boundaries of Improvement Area No. 10 (the "Boundary Map"), was recorded in Orange County on January 17, 2019 in Book 106 at Pages 37-38 of the Book of Maps of Assessment and Community Facilities Districts as Instrument No. 2019-17060 in the Orange County Recorder's Office; and

WHEREAS, pursuant to the Resolution of Intention, notice of said public hearing was published on January 24, 2019, in the Irvine World News, a newspaper of general circulation published in the area of Improvement Area No. 10, in accordance with the Act; and

WHEREAS, on this date, the City Council opened, conducted and closed said public hearing; and

WHEREAS, at said public hearing, the testimony of all interested persons and taxpayers for or against the designation of Improvement Area No. 10, the extent of Improvement Area No. 10, and the furnishing of specified types of Facilities and Services were received and a full and fair hearing was held; and

WHEREAS, at said public hearing, evidence was presented to the City Council on the matters before it, and the City Council at the conclusion of the hearing was fully advised as to all matters relating to the proposed designation of Improvement Area No. 10, and the furnishing of specified types of Facilities and Services; and

WHEREAS, written protests against the designation of Improvement Area No. 10, the furnishing of any specified type or types of Facilities and Services or the levying of any specified special tax within Improvement Area No. 10 were not made or filed at or before the hearing by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the territory proposed to be included in Improvement Area No. 10, or the owners of one-half or more of the area of land in the territory proposed to be included in Improvement Area No. 10 and not exempt from the special tax; and

WHEREAS, there has been filed with the City Clerk a certificate from the office of the City Registrar of Voters indicating that, on _____, 2019, which date is within the ninety-day period preceding the close of said public hearing, zero (0) persons were registered to vote within the territory proposed to be included in Improvement Area No. 10.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Irvine, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Supplemental Community Facilities Report, dated as of January 17, 2019, prepared by David Taussig and Associates, in the form on file with the City Clerk, is hereby approved.

SECTION 3. For purposes of contributing to the financing of the Facilities and Services to be financed by the Community Facilities District, the City Council hereby determines to designate a portion of the Community Facilities District as an improvement area pursuant to Section 53350 of the Act. The City Council hereby designates the portion of the Community Facilities District described in the Boundary Map as an improvement area pursuant to Section 53350 of the Act.

SECTION 4. The improvement area is to be known as "Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park)."

SECTION 5. The Facilities and Services authorized to be financed by the Community Facilities District, and to the financing of which Improvement Area No. 10 is proposed to contribute pursuant to the Act are described under the caption "Facilities and Services" on Exhibit A hereto, which is by this reference incorporated herein. All or any portion of the Facilities and Services may be financed through a financing plan, including, but not limited to, a lease, lease-purchase or installment-purchase arrangement.

SECTION 6. The proposed special tax to be levied within Improvement Area No. 10 has not been precluded by majority protest pursuant to Section 53324 of the Act.

SECTION 7. Except where funds are otherwise available, a special tax sufficient to pay for all Facilities and Services, secured by recordation of a continuing lien against all nonexempt real property in Improvement Area No. 10, will be annually levied within

Improvement Area No. 10. The rate and method of apportionment of the special tax for Improvement Area No. 10 (the "Rate and Method"), in sufficient detail to allow each landowner within Improvement Area No. 10 to estimate the maximum amount that he or she will have to pay, is described in Exhibit B attached hereto, which is by this reference incorporated herein. The conditions under which the obligation to pay the special tax for Improvement Area No. 10 may be prepaid and permanently satisfied are specified in the Rate and Method. The special tax for Improvement Area No. 10 will be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine, including direct billing of the affected property owners. The tax year after which no further special tax for Improvement Area No. 10 to pay for public facilities will be levied against any parcel used for private residential purposes is specified in the Rate and Method. Under no circumstances shall the special tax for Improvement Area No. 10 levied in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within Improvement Area No. 10 by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. For purposes of this paragraph, a parcel shall be considered "used for private residential purposes" not later than the date on which an occupancy permit for private residential use is issued.

SECTION 8. The name, address and telephone number of the office that will be responsible for preparing annually a current roll of special tax levy obligations for Improvement Area No. 10 by assessor's parcel number and that will be responsible for estimating further special tax levies pursuant to Section 53340.2 of the Act are as follows: David Taussig & Associates, 5000 Birch Street, Suite 6000, Newport Beach, CA 92660, (949) 955-1500.

SECTION 9. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax in Improvement Area No. 10 shall attach to all nonexempt real property in Improvement Area No. 10 and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City Council ceases.

SECTION 10. The Boundary Map, which sets forth the portion of the Community Facilities District designated as Improvement Area No. 10 was recorded on January 17, 2019, in Orange County in Book 106 at Pages 37-38 of the Book of Maps of Assessment and Community Facilities Districts in the Orange County Recorder's Office, as Instrument No. 2019 17060.

SECTION 11. Pursuant to the provisions of the Act, the levy of said proposed special tax for Improvement Area No. 10 shall be subject to the approval of the qualified electors of Improvement Area No. 10 at a special election. The City Council hereby finds that, on _____, 2019, which date is within the ninety-day period preceding the close of the public hearing on the designation of Improvement Area No. 10, zero (0) persons were registered to vote within the territory included in Improvement Area No. 10. Accordingly, pursuant to Section 53326 of the Act, the vote for Improvement Area No.

10 shall be by the landowners of Improvement Area No. 10 and each person who is the owner of land as of the close of said public hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre that he or she owns within Improvement Area No. 10 not exempt from such special tax. The voting procedure shall be by mailed or hand-delivered ballot.

SECTION 12. An appropriations limit of \$240,000,000 is hereby preliminarily established for Improvement Area No. 10. The amount of the appropriations limit shall be voted upon by the qualified electors within Improvement Area No. 10.

SECTION 13. The City Council hereby determines and finds that all proceedings up to and including the adoption of this Resolution were valid and in conformity with the requirements of the Act. In accordance with Section 53325.1 of the Act, such finding shall be final and conclusive.

SECTION 14. Pursuant to Section 53314.9 of the Act, the City proposes to repay Heritage Fields El Toro, LLC (the "Developer") solely from the proceeds of bonds issued for the Community Facilities District and the levy of special taxes within each improvement area (except from Zone 2 of Improvement Area No. 3) as follows: (1) funds advanced by the Developer to pay City costs in forming, amending, or taking any other actions with respect to the Community Facilities District, and (2) repayment to Developer for work performed, costs incurred, and Facilities acquired pursuant to (i) the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City, the Developer, and the Irvine Redevelopment Agency, as it may be further amended, (ii) the Amended and Restated Master Implementation Agreement, dated December 27, 2010, by and between the City and the Developer, as it may be further amended, and (iii) the Acquisition Agreement, dated March 26, 2013, by and between the Developer and the City, as it may be further amended.

SECTION 15. The City Council hereby reserves the right and authority, subject to conditions to be specified in the issuance document for the bonds, to allow any interested owner of property within the Community Facilities District to tender to the Community Facilities District in full payment or partial payment of any installment of special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond secured thereby, the bond to be taken at par and credit to be given for the accrued interest thereon computed to the date of tender.

SECTION 16. The officers of the City are, and each of them is, hereby authorized and directed to do any and all things, and to execute and deliver any and all documents which said officers may deem necessary or advisable in order to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

SECTION 17. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of February, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of February, 2019

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

EXHIBIT A

FACILITIES AND SERVICES

Improvement Area No. 10 is authorized to finance all or any portion of the facilities described in Section 53313.5 of the Act (collectively, the “**Facilities**”), including, but not limited to, the costs of the following on-site and off-site facilities:

1. Street, road, and parkway improvements, including, but not limited to, right of way acquisition, grading, paving, curb and gutter, median, sidewalks, access ramps, trails, removal and undergrounding of utilities, signing, striping, grinding, traffic control, and seal.
2. Traffic signals.
3. Storm drain improvements, including, but not limited to, mainlines, laterals, catch basins, junction structures, manholes, and local depressions.
4. Sewer improvements, including, but not limited to, laterals, monitoring manholes, manholes, pavement, and striping.
5. Domestic and recycled water facilities, including, but not limited to, water mains, stubs, valves, air vac, blow off, fittings, fire hydrant assembly, thrust blocks, cap, and striping.
6. Water improvements and water features.
7. Parks, park facilities, and parkways.
8. Dry utilities, to be owned by public utilities, including, but not limited to, telephone, electric, gas, relocation of lines, undergrounding, trenching, shading, conduit risers, pullboxes, vaults, and hand holes.
9. Landscaping, amenities, irrigation systems, and plantings.
10. Bridge, thoroughfare, and railway improvements, including, but not limited to, rails, grading, abutments, access ramps, lighting, drainage, utility crossings, sidewalks, trails and right of way acquisition.
11. Water quality treatment systems.
12. Wildlife corridors, including, but not limited to, mass excavations, demolition, and fire service mains and appurtenances.
13. Open space improvements.
14. Runway demolition.
15. Property acquisition.

The Facilities shall include the costs of design and engineering, surveys or reports, the cost of traffic-related environmental mitigation and any required landscaping and irrigation, soils testing, permits, plan check and inspection fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing, as set forth in the Acquisition Agreement, dated March 26, 2013, by and between the Developer and the City, on behalf of itself and the Community Facilities District, which Acquisition Agreement is consistent, as to the categories of costs, facilities and services to be acquired, with (i) the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City of Irvine, the Developer, and the Irvine Redevelopment Agency, as it may be further amended, and (ii) the

Amended and Restated Master Implementation Agreement, dated December 27, 2010, by and between the City and the Developer, as it may be further amended.

OTHER

Improvement Area No. 10 may, among other things, finance any of the following:

1. Bond related expenses, including underwriter's discount, appraisal and absorption study costs, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel fees and expenses, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to Improvement Area No. 10 and any bonds, including but not in any way limited to the cost of a consultant to assist the City with the inspection and coordination of construction of the Facilities.
3. Reimbursement of costs related to the costs of formation of the Community Facilities District and the designation of Improvement Area No. 10 advanced by the City, any landowner in the Community Facilities District, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in the Community Facilities District or any party related to any of the foregoing, for facilities, fees, or other purposes or costs of the Community Facilities District or Improvement Area No. 10.

SERVICES

Improvement Area No. 10 is authorized to finance all or any portion of the services described in Section 53313 of the Act (collectively, the "**Services**").

EXHIBIT B

RATE AND METHOD OF APPORTIONMENT FOR CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) IMPROVEMENT AREA NO. 10

A Special Tax shall be levied on all Assessor's Parcels of Taxable Property in Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park) ("CFD No. 2013-3 (IA No. 10)") and collected each Fiscal Year commencing in Fiscal Year 2018-2019, in an amount determined through the application of this Rate and Method of Apportionment as described below. All of the real property in CFD No. 2013-3 (IA No. 10), unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area in acres shown on the applicable final map, parcel map, condominium plan, or other map or plan recorded with the County. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2013-3 (IA No. 10), including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2013-3 (IA No. 10) or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 2013-3 (IA No. 10) Bonds; the costs to the City, CFD No. 2013-3 (IA No. 10) or any designee thereof of complying with disclosure requirements of the City, CFD No. 2013-3 (IA No. 10) or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2013-3 (IA No. 10) or any designee thereof related to an appeal of the Special Tax; the costs of the City, CFD No. 2013-3 (IA No. 10) or any designee thereof related to the recalculation of the Special Tax rates in accordance with Section C.1 below and the calculation of the One-Time Special Tax in accordance with Section D.3 below; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses related to CFD No. 2013-3 (IA No. 10) Bonds. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2013-3 (IA No. 10) for any other administrative purposes of CFD No. 2013-3 (IA No. 10), including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent

Special Taxes.

“Affordable Housing” means residential Dwelling Units, located on one or more Assessor’s Parcels of Residential Property, that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City that restrict rents or prices chargeable to “lower income households” (as defined in California Health and Safety Code Section 50079.5 or any successor code section).

“Amended and Restated Development Agreement” means the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City, the Developer, and the Irvine Redevelopment Agency, as it may be further amended.

“Annual Special Tax” or “Annual Special Taxes” means the special taxes that may be levied annually on one or more Assessor’s Parcel of Taxable Property within CFD No. 2013-3 (IA No. 10) pursuant to Section E of this Rate and Method of Apportionment at the rates set forth in Section C of this Rate and Method of Apportionment.

“Annual Special Tax Requirement” means the sum of the Developed Property Annual Special Tax Requirement, the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement, and the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement.

“Assessor's Parcel” means a lot or parcel to which an assessor’s parcel number is assigned as determined from an Assessor’s Parcel Map or the applicable assessment roll.

“Assessor's Parcel Map” means an official map of the County Assessor of the County designating parcels by assessor’s parcel number.

“Attached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that shares, or will share, an inside wall with another Dwelling Unit.

“Authorized Facilities” means the facilities authorized to be financed by CFD No. 2013-3.

“Authorized Services” means the services authorized to be financed by CFD No. 2013-3.

“Auto Center Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for selling automobiles, or for any other uses that are consistent with auto center land use designations as determined by the City.

“Bond Costs” means for all Subordinate CFD No. 2013-3 (IA No. 10) Bonds, all debt service payments, administrative expenses, and amounts required to establish or replenish any bond reserve funds, and any other use of Special Taxes for such bond issues required by the indenture, fiscal agent agreement, or other agreement governing the terms of such bond issue.

“Bond Index” means the national Bond Buyer Revenue Bond Index, commonly referenced as the 25 Bond Revenue Index. In the event the Bond Buyer Revenue Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody’s A1 and S&P’s A-plus, as reasonably determined by the CFD Administrator.

“Bond Yield” means the weighted average yield of Outstanding Bonds. For purposes of this calculation, the weighted average yield on Outstanding Bonds shall be the weighted average of the yield calculated for each series of Outstanding Bonds at the time such Outstanding Bonds were issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the tax certificate executed in connection with the issuance of such Outstanding Bonds.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and levying and collecting the Special Taxes.

“CFD No. 2013-3” means City of Irvine Community Facilities District No. 2013-3 (Great Park).

“CFD No. 2013-3 (IA No. 10)” means Improvement Area No. 10 of CFD No. 2013-3 as identified on the Boundary Map for CFD No. 2013-3 (IA No. 10) and further set forth in the Resolution of Formation.

“CFD No. 2013-3 (IA No. 10) Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2013-3 (IA No. 10) and secured by the Special Taxes levied on property within the boundaries of CFD No. 2013-3 (IA No. 10) under the Act.

“Church Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for a church sanctuary, synagogue or other such place of worship, which may or may not include associated buildings which are to be used for religious educational purposes, and which are exempt from taxation pursuant to Section 214 of the Revenue and Taxation Code of the State of California.

“City” means the City of Irvine.

“Commercial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for the sale of general merchandise, hard goods, personal services, and other items directly to consumers, or other uses that are consistent with commercial land use designations, as determined by the City.

“Council” means the City Council of the City which serves as the legislative body of CFD No. 2013-3.

“County” means the County of Orange.

“Current CFD Buildout Plan” means the most recent land use plan identifying the projected buildout of all of CFD No. 2013-3, as proposed by the Developer and approved by the City, for purposes of projecting Annual Special Tax revenues for the entire CFD No. 2013-3 at buildout.

“Debt Service Coverage” means the debt service coverage percentage identified in the Indenture for Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

“Detached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that is or is expected to be surrounded by

freestanding walls and that does not share an inside wall with any other Dwelling Unit.

“Developed Property” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for construction was issued after January 1, 2019 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Annual Special Taxes are being levied.

“Developed Property Annual Special Tax Requirement” means, for any Fiscal Year, the Maximum Annual Special Tax on Developed Property.

“Developer” means Heritage Fields El Toro LLC, a Delaware limited liability company, and its successors and assigns. The term “successors” does not refer to the successors to all or any portion of the property within CFD No. 2013-3 (IA No. 10) unless the new property owner receives an assignment of the “Master Developer” rights and obligations under the Amended and Restated Development Agreement.

“Discount Rate” means (i) prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Bond Index, and (ii) subsequent to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Bond Yield.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single family attached or detached dwelling, condominium, apartment, mobile home, or otherwise.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property and Taxable Public Property, located in a Final Subdivision as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, but no earlier than January 1, 2018.

“Final Mapped Property/Undeveloped Property Annual Special Tax Requirement” means that amount of Annual Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2013-3 (IA No. 10) Bonds, (iii) pay for Administrative Expenses, (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Annual Special Tax levied in the previous Fiscal Year, and (v) pay the Guaranteed Amount, less (vi) an amount equal to the Developed Property Annual Special Tax Requirement, less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

“Final Subdivision” means a subdivision of property which occurred prior to January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, by recordation of a final map, parcel map, or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code Section 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision. Notwithstanding the above, a condominium plan for which one or more building permits have been issued but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Floor Area Ratio” means for Non-Residential – Commercial Property – 0.317; for Non-Residential – Industrial Property – 0.325; for Non-Residential – Institutional Property – 0.361; for Non-Residential – Office Property – 0.326; for Non-Residential – Auto Center – 0.084; and for Non-Residential – Other Non-Residential Property – 0.308.

“Guaranteed Amount” means, for any Fiscal Year, the lesser of (i) the Pro Rata Share for CFD No. 2013-3 (IA No. 10) of the annual amounts set forth in Exhibit B, or (ii) the sum of (a) the Pro Rata Share for CFD No. 2013-3 (IA No. 10) of the amount needed to finance Authorized Services described in the definition of “Authorized Services” in the Amended and Restated Development Agreement in such Fiscal Year as determined by the City, and (b) the Bond Costs associated with any Subordinate CFD No. 2013-3 (IA No. 10) Bonds issued on behalf of CFD No. 2013-3 (IA No. 10). The Guaranteed Amount collected in CFD No. 2013-3 (IA No. 10) may be used to finance Authorized Services described in the definition of “Authorized Services” in the Amended and Restated Development Agreement and to pay Bond Costs associated with Subordinate CFD No. 2013-3 (IA No. 10) Bonds issued on behalf of CFD No. 2013-3 (IA No. 10).

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 2013-3 (IA No. 10) Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Industrial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for manufacturing, production, research and development, storage and/or processing of goods, or for any other uses that are consistent with industrial land use designations as determined by the City.

“Institutional Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for education, including libraries and museums, or for any other uses that are consistent with institutional land use designations, as determined by the City.

“Intermediate Maximum Annual Special Tax” means the intermediate Maximum Annual Special Tax, determined in accordance with Section C herein, that can be levied in any Fiscal Year on any Assessor’s Parcel of Final Mapped Property or Undeveloped Property.

“Land Use Class” means any of the classes listed in Table 1, Table 2 or Exhibit A, herein.

“Lowest Price Point” is defined in Section C.1. herein.

“Maximum Annual Special Tax” means the maximum Annual Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Moderate Affordable Senior Units” means Dwelling Units that are designed for, and restricted to, persons or couples of whom one member is age 55 or older that is located on one or more Assessor’s Parcels of Residential Property that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City providing affordable

housing for households with incomes below 120% of the County median income (but not less than 80% of the County median income).

“Moderate Affordable Units” means Dwelling Units, other than Moderate Affordable Senior Units, that are located on one or more Assessor’s Parcels of Residential Property that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City providing affordable housing for households with incomes below 120% of the County median income (but not less than 80% of the County median income).

“Non-Residential Floor Area” means the total building square footage of the non-residential building(s) located on an Assessor’s Parcel, measured from outside wall to outside wall, not including space devoted to stairwells, public restrooms, lighted courts, vehicle parking and areas incident thereto, and mechanical equipment incidental to the operation of such building. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City, as reasonably determined by the CFD Administrator.

“Non-Residential Property” means any and each Assessor’s Parcel of Developed Property for which a building permit permitting the construction of one or more non-residential units or facilities has been issued by the City, or other governmental agency, including, but not limited to, Church Property.

“Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds” means any issue(s) of CFD No. 2013-3 (IA No. 10) Bonds that are not Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

“Office Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for: professional/medical offices, or for any other uses that are consistent with office land use designations, as determined by the City.

“One Time Special Tax” means the one-time Special Tax to be levied pursuant to Section D of this Rate and Method of Apportionment.

“Other Non-Residential Property” means all Non-Residential Property, excluding Auto Center Property, Commercial Property, Industrial Property, Church Property, Institutional Property, and Office Property.

“Outstanding Bonds” means all Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds which are outstanding under an Indenture.

“Overlapping Liens” means, in connection with the recalculation of the Value Limitation pursuant to Section C.1. and within a Land Use Class of Residential Property, estimated *ad valorem* property taxes and all direct and overlapping assessments, taxes, special taxes, and charges on the secured tax-roll of the County for a parcel/unit of Taxable Property assuming that the value of that parcel/unit is equal to the Lowest Price Point for that Land Use Class as set forth in the consultant’s report described in Section C.1 on the date indicated in the consultant’s report, excluding however, the Annual Special Taxes that would be levied on such parcel/unit of the Lowest Price Point pursuant to this Rate and Method of Apportionment.

“Prepayable Portion of the Special Tax” shall have the meaning set forth in Section I of this Rate and Method of Apportionment.

“Pro Rata Share” means the ratio calculated by dividing the anticipated Maximum Annual Special Tax to be levied at build out of CFD No. 2013-3 (IA No. 10) by the anticipated Maximum Annual Special Tax to be levied at build out for all improvement areas within CFD No. 2013-3 based on the Current CFD Buildout Plan, excluding the Maximum Annual Special Taxes anticipated to be paid by Zone 2 in IA No. 3. So long as there are no CFD No. 2013-3 (IA No. 10) Bonds outstanding, the City shall recalculate the Pro Rata Share to reflect current development assumptions in connection with any change proceedings conducted in CFD No. 2013-3 and in connection with the amendment of Table 1 and/or Table 2 of the rate and method of apportionment for any improvement area of CFD No. 2013-3. Notwithstanding the foregoing, the City shall not recalculate the Pro Rata Share to incorporate any prepayments of the Prepayable Portion of the Special Tax.

“Property Owner Association Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2013-3 (IA No. 10) for which the owner of record, as determined from the County Assessor’s secured tax roll for the Fiscal Year in which the Annual Special Tax is being levied, is a property owner’s association, including any master or sub-association, (ii) any property located in a Final Subdivision and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street, or (iii) any property which, as of the May 1 preceding the Fiscal Year for which the Special Tax is being levied, has been conveyed to a property owner’s association, including any master or sub-association, provided such conveyance is submitted to the CFD Administrator by May 1 preceding the Fiscal Year for which the Annual Special Tax is being levied.

“Proportionately” means, for Developed Property, that the ratio of the actual Annual Special Tax levy to the Maximum Annual Special Tax is equal for all Assessor’s Parcels of Developed Property. For Final Mapped Property, “Proportionately” means that the ratio of the actual Annual Special Tax levy per acre to the Maximum Annual Special Tax per acre is equal for all Assessor’s Parcels of Final Mapped Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual Annual Special Tax levy per acre to the Maximum Annual Special Tax per acre is equal for all Assessor’s Parcels of Undeveloped Property. The term “Proportionately” may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, a disproportionate levy shall be permissible for any Assessor’s Parcels in CFD No. 2013-3 (IA No. 10) to cover any delinquencies by a property owner.

“Public Property” means, for each Fiscal Year, all property within the boundaries of CFD No. 2013-3 (IA No. 10) that (i) is owned by, irrevocably offered or dedicated to, or leased to, the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased or with respect to which a possessory interest has been granted to a non-exempt person or entity by any of the foregoing entities, then pursuant to Section 53340.1 of the Act, such leasehold or possessory interest shall be taxed and classified according to its use, or (ii) is encumbered by a public easement making impractical its use for any purpose other than that set forth in the easement.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment for CFD No. 2013-3 (IA No. 10).

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor’s Parcel shall be made by reference to the building permit(s) issued for such Assessor’s Parcel.

“Residential Property” means any and each Assessor’s Parcel of Developed Property for which a building permit permitting the construction thereon of one or more residential Dwelling Units has been issued by the City, or other governmental agency, but specifically excluding Church Property.

“Resolution of Formation” means the resolution designating CFD No. 2013-3 (IA No. 10).

“Special Tax” or “Special Taxes” means, as the context requires either or both of the Annual Special Taxes and the One-Time Special Taxes that may be levied annually or only one-time, respectively, on one or more Assessor’s Parcels of Taxable Property within CFD No. 2013-3 (IA No. 10) pursuant to this Rate and Method of Apportionment.

“State” means the State of California.

“Subordinate CFD No. 2013-3 (IA No. 10) Bonds” means any CFD No. 2013-3 (IA No. 10) Bonds that are subordinate to any current or future CFD No. 2013-3 (IA No. 10) Bonds and that meet the requirements set forth in the Amended and Restated Development Agreement.

“Taxable Property” means, each Fiscal Year, all of the Assessor’s Parcels within the boundaries of CFD No. 2013-3 (IA No. 10) which are not exempt from the Special Tax pursuant to applicable law or Section F below, as of July 1st of that Fiscal Year.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section F below.

“Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement” means, so long as the amount required is not less than zero, that amount of Annual Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on the Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2013-3 (IA No. 10) Bonds, (iii) pay for Administrative Expenses, and (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Annual Special Tax levied in the previous Fiscal Year, less (v) an amount equal to the Developed Property Annual Special Tax Requirement, less (vi) the amount of the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement levied on Final Mapped Property and Undeveloped Property in such Fiscal Year, less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section F below.

“Total Floor Area” means the sum of the Residential Floor Area plus the Non-Residential Floor Area located on an Assessor’s Parcel.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Property Owner Association Property, or Taxable Public Property.

“Value Limitation” as recalculated separately for each Land Use Class at the time(s) set forth in Section C.1 means (i) the Annual Special Tax rate for a Land Use Class of Residential Property calculated as the difference between (A) the Lowest Price Point within such Land Use Class as determined by the third-party consultant in a report pursuant to Section C.1 herein multiplied by two percent (2%) and (B) the Overlapping Liens plus a sufficient amount to pay the assumed Irvine Ranch Water District assessments (to the extent not included within Overlapping Liens and subject to the limitations set forth in the Amended and Restated Development Agreement) for a residential unit assumed to have a value equal to the same Lowest Price Point used in subparagraph (A) above, as calculated by the CFD Administrator; (ii) that the amount of the Annual Special Tax rates for each Non-Residential Property Land Use Class identified in Table 1 and expressed as an amount per square foot of Non-Residential Floor Area, shall not exceed the product of (a) one and one hundred thirty-nine thousandths percent (1.139%) and (b) the per square foot value of land (as determined by the third-party appraisal described in Section C.1) located within CFD No. 2013-3 (IA No. 10) for each Non-Residential Property Land Use Class, divided by the Floor Area Ratio for the applicable Land Use Class; and (iii) that the amount of the Annual Special Tax rates for each Non-Residential Property Land Use Class set forth in Table 1 herein and expressed as an amount per Acre, shall not exceed the product of (a) the amount per square foot of Non-Residential Floor Area calculated in (ii) above for each Non-Residential Property Land Use Class, (b) the Floor Area Ratio for the applicable Land Use Class, and (c) 43,560.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2013-3 (IA No. 10) shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, or Taxable Public Property, and shall be subject to Annual Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and E herein.

C. MAXIMUM ANNUAL SPECIAL TAX RATE

1. Annual Special Tax

Residential Property shall be assigned to Land Use Classes 1 through 30 as listed in Table 1 herein based on the description and the Residential Floor Area for each Dwelling Unit as designated in Table 1. Non-Residential Property shall be assigned to Land Use Classes 31 through 36. Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Maximum Annual Special Tax rates for Residential Property and the Maximum Annual Special Tax rates for Non-Residential Property (set forth in Table 1) shall be reduced in accordance with, and subject to, the conditions set forth in this Section C.1, without the need for any proceedings to make changes permitted under the Act.

Upon the earlier of (i) one hundred twenty (120) calendar days before the projected execution date of a bond purchase agreement for the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as determined by the City, or (ii) the written request of the Developer submitted to the City within two hundred and seventy (270) calendar days before the projected date of issuance of the first building permit permitting the construction of a non-model residential

building for a Land Use Class within CFD No. 2013-3 (IA No. 10), a third-party consultant selected by the City shall be engaged (within thirty days after the applicable trigger date) to determine (A) the expected base (i.e., without any optional upgrades included) sales prices of the residential units within each Land Use Class based upon the anticipated base sales prices to end users at the time of calculation and (B) from those expected base sales prices, the lowest base sales price within such Land Use Class (hereafter referred to as the “Lowest Price Point”). If the City determines that the Lowest Price Point for a Land Use Class is equal to or greater than the price point that was used to establish the Maximum Annual Special Tax rates for such Land Use Class shown in Table 1, then there shall be no recalculation of the Maximum Annual Special Tax rates for such Land Use Class. If, however, the City determines that the Lowest Price Point for a Land Use Class is less than the price point that was used to establish the Maximum Annual Special Tax rates for such Land Use Class shown in Table 1, then the Maximum Annual Special Tax rate for Residential Property in such Land Use Class (as reflected in Table 1) shall be reduced to the amount necessary to comply with its recalculated Value Limitation. The reduction shall occur within thirty (30) calendar days of the completion of the third-party consultant's report.

Upon the earlier of (i) one hundred and twenty (120) calendar days before the projected execution date of a bond purchase agreement for the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as determined by the City, or (ii) the written request of the Developer submitted to the City within two hundred and seventy (270) calendar days before the projected date of issuance of the first building permit permitting the construction of a non-residential building for a Land Use Class within CFD No. 2013-3 (IA No. 10), a third-party appraiser selected by the City shall be engaged (within thirty days after the applicable trigger date) to determine the value of the Non-Residential Property within each Land Use Class at the time of calculation. Based upon the report of the appraiser, if the City so determines that the per square foot and per Acre Maximum Annual Special Tax rates, as reflected in Table 1 herein, exceed the recalculated Value Limitation for Non-Residential Property for a Land Use Class, then the per square foot and per Acre Maximum Annual Special Tax rates for such Non-Residential Property Land Use Class (as reflected in Table 1) that exceeds its recalculated Value Limitation shall be reduced to the amount necessary to comply with its recalculated Value Limitation, provided, however, that the Maximum Annual Special Tax rates for Non-Residential Property do not fall below \$0.416 per square foot of Non-Residential Floor Area. The reduction shall occur within thirty (30) calendar days of the completion of the third-party appraiser's report.

Notwithstanding the above, if, and to the extent, the recalculation of the Maximum Annual Special Tax rates for Residential Property and per square foot and per Acre Maximum Annual Special Tax rates for Non-Residential Property are triggered by the projected issuance of a building permit, the recalculation(s) shall only be completed for those Land Use Classes for which a building permit is expected to be issued within 270 days. If, and to the extent, the recalculation of the Maximum Annual Special Tax rates for Residential Property and per square foot and per Acre Maximum Annual Special Tax rates for Non-Residential Property are triggered by the projected execution of a bond purchase agreement within 120 days as determined by the City, the recalculation(s) shall be completed for all Land Use Classes within CFD No. 2013-3 (IA No. 10) that have not previously experienced a reduction in their Maximum Annual Special Tax rates (for Residential Property) or their Maximum Annual Special Tax rates (for Non-Residential Property).

Each Maximum Annual Special Tax rate reduction for a Land Use Class pursuant to this Section C.1, shall be calculated separately, as reasonably determined by the CFD Administrator, without regard to Maximum Annual Special Tax rate reductions that may be applicable to another Land

Use Class, and it shall not be required that a reduction in the Maximum Annual Special Tax rate for one Land Use Class be proportionate to reductions in Maximum Annual Special Tax rates for any other Land Use Class. If the Maximum Annual Special Tax rates for a Land Use Class do not require reduction as set forth in this Section C.1, then those Maximum Annual Special Tax rates set forth in Table 1 shall not be reduced irrespective of any reductions made to other Maximum Annual Special Tax rates. The reductions required pursuant to this Section C.1 shall be reflected in an amended notice of special tax lien which the City shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit A.

The Value Limitation does not limit the Maximum Annual Special Tax rates set forth in Table 1 that are levied against Taxable Property unless a recalculation of the Maximum Annual Special Tax rates is required by this Section C.1.

(a) Developed Property

(i) Maximum Annual Special Tax

The Maximum Annual Special Tax that may be levied and escalated as explained further in Section C.1.(a)(ii) below in any Fiscal Year for each Assessor's Parcel classified as Developed Property is shown below in Table 1.

TABLE 1

**Maximum Annual Special Tax for Developed Property
Improvement Area No. 10 of CFD No. 2013-3
Fiscal Year 2018-2019**

Land Use Class	Description	Maximum Annual Special Tax
1	DETACHED RESIDENTIAL PROPERTY (=> 5,700 SF)	\$20,782 Per Dwelling Unit
2	DETACHED RESIDENTIAL PROPERTY (5,450 SF - 5,699 SF)	\$19,945 Per Dwelling Unit
3	DETACHED RESIDENTIAL PROPERTY (5,200 SF - 5,449 SF)	\$19,106 Per Dwelling Unit
4	DETACHED RESIDENTIAL PROPERTY (4,950 SF - 5,199 SF)	\$18,269 Per Dwelling Unit
5	DETACHED RESIDENTIAL PROPERTY (4,700 SF - 4,949 SF)	\$17,430 Per Dwelling Unit
6	DETACHED RESIDENTIAL PROPERTY (4,450 SF - 4,699 SF)	\$16,591 Per Dwelling Unit
7	DETACHED RESIDENTIAL PROPERTY (4,200 SF - 4,449 SF)	\$15,753 Per Dwelling Unit
8	DETACHED RESIDENTIAL PROPERTY (3,950 SF - 4,199 SF)	\$14,925 Per Dwelling Unit
9	DETACHED RESIDENTIAL PROPERTY (3,700 SF - 3,949 SF)	\$14,443 Per Dwelling Unit
10	DETACHED RESIDENTIAL PROPERTY (3,450 SF - 3,699 SF)	\$14,047 Per Dwelling Unit
11	DETACHED RESIDENTIAL PROPERTY (3,200 SF - 3,449 SF)	\$12,579 Per Dwelling Unit
12	DETACHED RESIDENTIAL PROPERTY (2,950 SF - 3,199 SF)	\$11,663 Per Dwelling Unit
13	DETACHED RESIDENTIAL PROPERTY (2,700 SF - 2,949 SF)	\$10,889 Per Dwelling Unit
14	DETACHED RESIDENTIAL PROPERTY (2,450 SF - 2,699 SF)	\$9,927 Per Dwelling Unit

Land Use Class	Description	Maximum Annual Special Tax
15	DETACHED RESIDENTIAL PROPERTY (2,200 SF - 2,449 SF)	\$9,048 Per Dwelling Unit
16	DETACHED RESIDENTIAL PROPERTY (1,950 SF - 2,199 SF)	\$8,378 Per Dwelling Unit
17	DETACHED RESIDENTIAL PROPERTY (1,700 SF - 1,949 SF)	\$7,472 Per Dwelling Unit
18	DETACHED RESIDENTIAL PROPERTY (< 1,700 SF)	\$7,375 Per Dwelling Unit
19	ATTACHED RESIDENTIAL PROPERTY (>= 2,600 SF)	\$8,517 Per Dwelling Unit
20	ATTACHED RESIDENTIAL PROPERTY (2,400 SF – 2,599 SF)	\$7,998 Per Dwelling Unit
21	ATTACHED RESIDENTIAL PROPERTY (2,200 SF – 2,399 SF)	\$7,478 Per Dwelling Unit
22	ATTACHED RESIDENTIAL PROPERTY (2,000 SF – 2,199 SF)	\$6,959 Per Dwelling Unit
23	ATTACHED RESIDENTIAL PROPERTY (1,800 SF – 1,999 SF)	\$6,439 Per Dwelling Unit
24	ATTACHED RESIDENTIAL PROPERTY (1,600 SF – 1,799 SF)	\$6,049 Per Dwelling Unit
25	ATTACHED RESIDENTIAL PROPERTY (1,400 SF – 1,599 SF)	\$5,582 Per Dwelling Unit
26	ATTACHED RESIDENTIAL PROPERTY (1,200 SF – 1,399 SF)	\$4,881 Per Dwelling Unit
27	ATTACHED RESIDENTIAL PROPERTY (1,000 SF – 1,199 SF)	\$4,361 Per Dwelling Unit
28	ATTACHED RESIDENTIAL PROPERTY (800 SF – 999 SF)	\$3,842 Per Dwelling Unit
29	ATTACHED RESIDENTIAL PROPERTY (< 800 SF)	\$3,712 Per Dwelling Unit
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	\$0 Per Dwelling Unit
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$22,869 per Acre, when applied, whichever is greater
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$23,446 per Acre, when applied, whichever is greater
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$26,043 per Acre, when applied, whichever is greater
34	NON-RESIDENTIAL – OFFICE PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$23,518 per Acre, when applied, whichever is greater
35	NON-RESIDENTIAL – AUTO CENTER	\$5.54 per square foot of Non-Residential Floor Area or \$20,279 per Acre, when applied, whichever is greater
36	OTHER NON-RESIDENTIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$22,219 per Acre, when applied, whichever is greater

(ii) Increase in the Maximum Annual Special Tax

The Fiscal Year 2018-2019 Maximum Annual Special Tax, identified in Table 1 above, as such Table may be amended and restated in full pursuant to this Rate and Method of Apportionment, shall increase thereafter (i) commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter through the Fiscal Year in which the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were issued occurs, by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year; and (ii) commencing in the Fiscal Year following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were issued, by an amount equal to three percent (3%) of the Maximum Annual Special Tax as determined following the partial termination of the Special Tax as set forth in Section J, and on July 1 of each Fiscal Year thereafter by an amount equal to three percent (3%) of the amount in effect for the previous Fiscal Year.

(iii) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Annual Special Taxes levied on an Assessor's Parcel shall be the sum of the Maximum Annual Special Taxes for all Land Use Classes located on that Assessor's Parcel. If an Assessor's Parcel of Developed Property includes both Residential Property and Non-Residential Property, the Acreage to be assigned to the Non-Residential Property for purposes of establishing the Annual Special Tax shall equal the total Acreage of the Assessor's Parcel multiplied by the Non-Residential Floor Area on the Assessor's Parcel, the product of which shall be divided by Total Floor Area on the Assessor's Parcel. Furthermore, for a condominium plan, if only a portion of its building permits have been issued, the remaining portion of the condominium plan shall be considered Final Mapped Property. The CFD Administrator's allocation to each type of property shall be final.

(b) Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property

(i) Intermediate Maximum Annual Special Tax

The Fiscal Year 2018-2019 Intermediate Maximum Annual Special Tax for each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be \$61,049 per Acre, and shall increase thereafter, commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Intermediate Maximum Annual Special Tax for the previous Fiscal Year.

(ii) Maximum Annual Special Tax

The Fiscal Year 2018-2019 Maximum Annual Special Tax for each Assessor's Parcel of Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be \$95,769 per Acre, and shall increase thereafter, commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Special Tax for the previous Fiscal Year.

D. ONE-TIME SPECIAL TAX

All of the requirements of this Section D, which describes the One-Time Special Tax that may result from a change in development as determined pursuant to this Section D, shall only apply after the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, with the exception of disclosure-related requirements discussed under Section D.6, which apply both before and after the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds. The provisions of this Section D shall not be impacted by the issuance of any Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

The following additional definitions apply to this Section D:

“Authorized Bonded Indebtedness” means \$120,000,000.

“Bond Issuance Development Phase Table” means a table, to be included herein as Table 2, which is prepared by the CFD Administrator after the submittal of a Bond Issuance Development Plan. Within the Bond Issuance Development Phase Table, each existing or prospective building permit for Residential Property shall be assigned to Land Use Classes 1 through 30 for each Development Phase, and each existing or prospective building permit of Non-Residential Property shall be assigned to Land Use Classes 31 through 36 for each Development Phase. If no Development Phases have been identified in the Bond Issuance Development Plan, such Dwelling Units and Non-Residential Property shall be listed by Land Use Classes for the entire CFD No. 2013-3 (IA No. 10).

“Bond Issuance Development Plan” means a development plan for CFD No. 2013-3 (IA No. 10) (i) submitted by the Developer immediately prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, and (ii) approved by the CFD Administrator, as updated for each subsequent series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds. The Bond Issuance Development Plan shall identify the number of Dwelling Units and the Land Use Class for each existing or anticipated Dwelling Unit in each Development Phase, and if applicable, identify the existing or anticipated Non-Residential Property Acreage and Non-Residential Floor Area, if available, by Land Use Class anticipated to be constructed within each Development Phase. If no Development Phases have been identified in the Development Plan, such Dwelling Units, Acreage and Non-Residential Floor Area shall be listed by Land Use Classes for the entire CFD No. 2013-3 (IA No. 10).

“City Building and Safety Division” means the building and safety division of the City's Community Development Department.

“Compliance Letter” means a letter from the CFD Administrator notifying the property owner that (i) no One-Time Special Tax is due for the anticipated Residential Property and/or Non-Residential Property listed in the Compliance Letter, or (ii) any One-Time Special Tax that was due for the Residential Property and/or Non-Residential Property listed in the Compliance Letter has been paid in full by the property owner. However, the terms of a Compliance Letter only apply (A) if the building permits actually issued for such Residential Property reflect numbers of Dwelling Units and Land Use Classes that are identical to those listed in the Compliance Letter, and (B) if the building permits actually issued for such Non-Residential Property reflect Land Use Classes, Non-Residential Floor Area and Acreage, that are identical to those listed in the

Compliance Letter.

“Development Phase” means a tract map, planning area, or geographic area representing an expected construction phase planned to be developed by one or more merchant builders at the time the Bond Issuance Development Plan is submitted by the Developer and approved by the CFD Administrator. A Development Plan shall designate the geographic area included within each Development Phase by Assessor's Parcels or tract and lot numbers.

“IA No. 10 Buildout” means the completion of all proposed development in IA No. 10, as proposed by the Developer and approved by the City.

“Maximum One-Time Special Tax” means the maximum One-Time Special Tax, determined in accordance with Section D, which can be levied on an Assessor's Parcel and collected by the One-Time Special Tax Payment Date.

“Non-Compliant Property” means an Assessor's Parcel of Pending Property that generates a need for a One-Time Special Tax as calculated under Section D.3.

“One-Time Special Tax Account” means the funds or accounts (regardless of their names) identified in the Indenture to hold all or a portion of the payments of the One-Time Special Tax received from property owners within CFD No. 2013-3 (IA No. 10).

“One-Time Special Tax Payment Date” means, for an Assessor's Parcel, the later of (i) 30 days after the date of the bill distributed by the CFD Administrator requesting the payment of a One-Time Special Tax, or (ii) 30 days after the issuance of a building permit.

“Pending Development” means Projected Residential Property and Projected Non-Residential Property for which (i) a Compliance Letter has been requested, (ii) building permits have recently been issued that were located on Assessor's Parcels that were not included in a previously-issued Compliance Letter, or (iii) building permits have recently been issued for Assessor's Parcels that were included in a previously-issued Compliance Letter that has been nullified pursuant to Section D.1., because the Projected Residential Property and Projected Non-Residential Property delineated in the actual building permits for such Assessor's Parcels are not consistent with the development listed in the previously-issued Compliance Letter.

“Projected Non-Residential Property” means anticipated Non-Residential Property for which the CFD Administrator has not yet determined whether or not a One-Time Special Tax shall be levied, or for which such determination has been nullified pursuant to Section D.1.

“Projected Residential Property” means anticipated Dwelling Units of Residential Property for which the CFD Administrator has not yet determined whether or not a One-Time Special Tax shall be levied, or for which such determination has been nullified pursuant to Section D.1.

“Total Assumed Annual Special Taxes” means the total estimated Annual Special Taxes that would be levied at IA No. 10 Buildout, assuming the construction of 671 Dwelling Units, and shall be calculated by dividing the Bond Authorization by twenty-one (21). This defined term shall only be used for purposes of calculating a Maximum One-Time Maximum Special Tax under Section D.6, and shall not be employed in the actual calculation of a One-Time Special Tax for an Assessor's Parcel.

“Total Expected Non-Residential Property Acreage” means the total amount of Acreage of Non-Residential Property expected to be developed in each Development Phase based on the Bond Issuance Development Plan, or if no Development Phases have been identified, for the entire CFD No. 2013-3 (IA No. 10).

“Total Number of Expected Dwelling Units” means the total number of Dwelling Units expected to be constructed in each Development Phase based on the Bond Issuance Development Plan, or if no Development Phases have been identified, for the entire CFD No. 2013-3 (IA No. 10).

“Update Property” means an Assessor’s Parcel of Final Mapped Property or Undeveloped Property for which a building permit was issued after May 1 of the Fiscal Year preceding the current Fiscal Year.

“Updated Development Phase Table” means a table prepared by the CFD Administrator reflecting the existing Residential Property and Non-Residential Property and the Projected Residential Property and Non-Residential Property to be constructed in a Development Phase, as revised pursuant to Section D.3.

1. Development Utilizing Optional Compliance Letter

(a) Property Owner Request for Compliance Letter

(i) Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, a property owner may, prior to the issuance of a building permit for construction of any Residential Property for a specific Assessor’s Parcel, tract or lot, request a Compliance Letter from the CFD Administrator to determine whether or not such property owner will be required to pay a One-Time Special Tax. The request from the property owner shall contain a list of all Residential Property for which the property owner is requesting a Compliance Letter, and shall identify the Development Phase(s), if any, within which the Residential Property is expected by the property owner to be located. The property owner shall also submit the Assessor’s Parcel or tract and lot numbers on which the Residential Property is to be constructed, and the Land Use Class for each residential Dwelling Unit associated with the Residential Property.

(ii) Non-Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, a property owner may, prior to the issuance of a building permit for construction of any Non-Residential Property for a specific Assessor’s Parcel, tract, or lot, request a Compliance Letter from the CFD Administrator to determine whether or not such property owner will be required to pay a One-Time Special Tax. The request from the property owner shall contain the final map, parcel map, or lot line adjustment for which the property owner is requesting a Compliance Letter, as well as identify the Development Phase(s) within which the

Non-Residential Property is expected by the property owner to be located. The property owner shall also submit the Assessor's Parcel or tract and lot numbers on which the Non-Residential Property is to be constructed, the Non-Residential Floor Area and Acreage for such Assessor's Parcel or tract and lot numbers, and the Land Use Class into which such development should be assigned.

(b) Issuance of Compliance Letter

(i) Residential Property

The number of residential Dwelling Units by Land Use Class in each Development Phase, if any, as listed in the Bond Issuance Development Phase Table, shall be reviewed by the CFD Administrator upon the receipt of a request from a property owner for a Compliance Letter. The CFD Administrator shall assign each Dwelling Unit identified in such request to Land Use Classes 1 through 30 for the applicable Development Phase within which such Dwelling Unit is to be located. If the CFD Administrator determines for Land Use Classes 1-30 that (i) the number of Dwelling Units of Projected Residential Property being requested for a specific Land Use Class in a Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in that Development Phase, does not exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total number of Dwelling Units anticipated to be constructed in the Development Phase as a result of this request is not less than the Total Number of Expected Dwelling Units reflected in the Bond Issuance Development Phase Table for that Development Phase, then a Compliance Letter shall be awarded to the property owner stating that no One-Time Special Tax shall be levied on the Projected Residential Property in the specific Land Use Classes proposed in the request from the property owner. This Compliance Letter shall be forwarded to the property owner by the CFD Administrator and shall list, by Land Use Class and Assessor's Parcel, the Residential Property that shall be exempt from the One-Time Special Tax.

However, should the CFD Administrator determine that (i) the number of Dwelling Units of Projected Residential Property being requested for a specific Land Use Class in the Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total number of such Dwelling Units to exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total number of Dwelling Units anticipated to be constructed in the entire Development Phase as a result of the request would decrease the number of Dwelling Units to be constructed to below the Total Number of Expected Dwelling Units for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then a Compliance Letter shall not be issued prior to the CFD Administrator determining if a One-Time Special Tax shall be required.

The CFD Administrator shall monitor the issuance of building permits by the City

within CFD No. 2013-3 (IA No. 10) on a weekly basis prior to IA No. 10 Buildout. If a property owner receives a Compliance Letter for Residential Property that is Pending Development and should that property owner be issued a building permit to construct a building that is not consistent with the Projected Residential Property listed in the Compliance Letter, such Compliance Letter shall be nullified, and a new review of such Residential Property shall be conducted by the CFD Administrator, as called for under Section D.2, below, based on the development identified on the building permit.

(ii) Non-Residential Property

The amount of Non-Residential Property Acreage and Non-Residential Floor Area by Land Use Class in each Development Phase, if any, as listed in the Bond Issuance Development Phase Table, shall be reviewed by the CFD Administrator upon the receipt of a request from a property owner for a Compliance Letter. The CFD Administrator shall assign each Acre of Non-Residential Property identified in such request to Land Use Classes 31 through 36 in the applicable Development Phase within which such Acreage and Non-Residential Floor Area is to be located. If the CFD Administrator determines for Land Use Classes 31-36 that (i) the amount of Non-Residential Property Acreage being requested for a specific Land Use Class in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of the request is not less than the Total Expected Non-Residential Property Acreage reflected in the Bond Issuance Development Phase Table for that Development Phase, then a Compliance Letter shall be awarded to the property owner stating that no One-Time Special Tax shall be levied on the Projected Non-Residential Property in the specific Land Use Classes proposed in the request from the property owner. This One-Time Special Tax Compliance Letter shall be forwarded to the property owner by the CFD Administrator listing, by Land Use Class and Assessor's Parcel, the Non-Residential Property that shall be exempt from the One-Time Special Tax.

However, should the CFD Administrator determine that (i) the amount of Non-Residential Property Acreage being requested for such Land Use Class in the Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total amount of Non-Residential Property Acreage to exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed for the entire Development Phase as a result of the request would decrease the amount of Non-Residential Property Acreage to be constructed to below the Total Expected Non-Residential Property Acreage for the entire Development Phase reflected in the Bond Issuance Development Phase

Table, then a Compliance Letter shall not be issued prior to the CFD Administrator determining if a One-Time Special Tax shall be required.

The CFD Administrator shall monitor the issuance of building permits by the City within CFD No. 2013-3 (IA No. 10) on a weekly basis prior to IA No. 10 Buildout. If a property owner receives a Compliance Letter for the development of Non-Residential Property that is Pending Development, and should that property owner be issued a building permit to construct a building that is not consistent with the Projected Non-Residential Property listed in the Compliance Letter, such Compliance Letter shall be nullified, and a new review of such Non-Residential Property shall be conducted by the CFD Administrator, as called for under Section D.2., below, based on the development identified on the building permit.

2. Development Not Utilizing Optional Compliance Letter

(a) Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the CFD Administrator shall, no less frequently than once each week prior to IA No. 10 Buildout, obtain from the City Building and Safety Division a list of building permits for Residential Property within CFD No. 2013-3 (IA No. 10) that have been issued during the period since the CFD Administrator last obtained such building permit information. The CFD Administrator shall determine those building permit issuances for which Compliance Letters have not already been issued, and shall identify the Assessor's Parcels or tract and lot numbers on which the construction that is the subject of such permit issuances is taking place, and the Development Phase and Land Use Class for each Dwelling Unit that is Pending Development. Such determination shall be completed within 15 days of the CFD Administrator's obtaining the building permit data from the City Building Department.

If the CFD Administrator determines for Land Use Classes 1-30 that (i) the number of Dwelling Units for which building permits have been issued for a specific Land Use Class in a Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total number of Dwelling Units anticipated to be constructed in the Development Phase as a result of these building permits, as provided by the Developer and approved by the City, is not less than the Total Number of Expected Dwelling Units reflected in the Bond Issuance Development Phase Table for that Development Phase, then no One-Time Special Tax shall be levied on the Assessor's Parcels or lots on which such development is occurring.

However, should the CFD Administrator determine that (i) the Dwelling Units for such Land Use Class included in these building permits for a Development Phase, plus those previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total

number of such Dwelling Units to exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total number of Dwelling Units anticipated to be constructed in the entire Development Phase as a result of the request would decrease the number of Dwelling Units to be constructed to below the Total Number of Expected Dwelling Units for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then the CFD Administrator shall undertake the calculations listed under this Section D to determine whether or not a One-Time Special Tax shall be levied on this Residential Property.

(b) Non-Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the CFD Administrator shall, no less frequently than once each week, obtain from the City Building and Safety Division a list of the building permits for Non-Residential Property within CFD No. 2013-3 (IA No. 10) that have been issued during the period since the CFD Administrator last obtained such building permit information. The CFD Administrator shall determine those building permit issuances for which Compliance Letters have not already been issued, and shall identify the Assessor's Parcels or tract and lot numbers on which the construction that is the subject of such permit issuances is taking place, and the Land Use Class for the Non-Residential Property that is Pending Development. Such determination shall be completed within 15 days of the CFD Administrator's obtaining the building permit data from the City Building Department.

The CFD Administrator shall assign the Acreage of Non-Residential Property being requested to Land Use Classes 31 through 36 in the applicable Development Phase within which such Non-Residential Property Acreage is to be located based on the type of use. If the CFD Administrator determines for Land Use Classes 31-36 that (i) the amount of Non-Residential Property Acreage associated with a building permit for a specific Land Use Class in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table, and (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of the building permit, as submitted by the Developer and approved by the City, is not less than the Total Expected Non-Residential Property Acreage reflected in the Bond Issuance Development Phase Table for the Development Phase, then no One-Time Special Tax shall be levied on such Non-Residential Property.

However, should the CFD Administrator determine that (i) the Non-Residential Property Acreage for such Land Use Class included in this building permit in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total Non-Residential Property Acreage to exceed the Total Expected Non-Residential Property Acreage for that

Land Use Class as listed in the Bond Issuance Development Phase Table for the Development Phase, or (ii) the total Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of this building permit would decrease the amount of Non-Residential Property Acreage to be constructed to below the Total Expected Non-Residential Property Acreage for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then the CFD Administrator shall undertake the calculations listed under this Section D to determine whether or not a One-Time Special Tax shall be levied on this Non-Residential Property.

TABLE 2**BOND ISSUANCE DEVELOPMENT PHASE TABLE**

**Expected Residential Dwelling Units and Non-Residential Property Acreage per Land Use Class
Improvement Area No. 10 of CFD No. 2013-3**

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
1	DETACHED RESIDENTIAL (=> 5,700 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2	DETACHED RESIDENTIAL (5,450 SF - 5,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
3	DETACHED RESIDENTIAL (5,200 SF - 5,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4	DETACHED RESIDENTIAL (4,950 SF – 5,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5	DETACHED RESIDENTIAL (4,700 SF - 4,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
6	DETACHED RESIDENTIAL (4,450 SF - 4,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
7	DETACHED RESIDENTIAL (4,200 SF - 4,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
8	DETACHED RESIDENTIAL (3,950 SF - 4,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
9	DETACHED RESIDENTIAL (3,700 SF - 3,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
10	DETACHED RESIDENTIAL (3,450 SF - 3,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
11	DETACHED RESIDENTIAL (3,200 SF - 3,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
12	DETACHED RESIDENTIAL (2,950 SF - 3,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
13	DETACHED RESIDENTIAL (2,700 SF - 2,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
14	DETACHED RESIDENTIAL (2,450 SF - 2,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
15	DETACHED RESIDENTIAL (2,200 SF - 2,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
16	DETACHED RESIDENTIAL (1,950 SF - 2,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
17	DETACHED RESIDENTIAL (1,700 SF - 1,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
18	DETACHED RESIDENTIAL (< 1,700 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
19	ATTACHED RESIDENTIAL (>= 2,600 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
20	ATTACHED RESIDENTIAL (2,400 SF – 2,599 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
21	ATTACHED RESIDENTIAL (2,200 SF – 2,399 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
22	ATTACHED RESIDENTIAL (2,000 SF – 2,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
23	ATTACHED RESIDENTIAL (1,800 SF – 1,999 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
24	ATTACHED RESIDENTIAL (1,600 SF – 1,799 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
25	ATTACHED RESIDENTIAL (1,400 SF – 1,599 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
26	ATTACHED RESIDENTIAL (1,200 SF – 1,399 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
27	ATTACHED RESIDENTIAL (1,000 SF – 1,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
28	ATTACHED RESIDENTIAL (800 SF – 999 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
29	ATTACHED RESIDENTIAL (< 800 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TOTAL NUMBER OF EXPECTED DWELLING UNITS (LAND USE CLASSES 1-30)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
34	NON-RESIDENTIAL – OFFICE PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
35	NON-RESIDENTIAL – AUTO CENTER	TBD	TBD	TBD	TBD	TBD	TBD	TBD
36	OTHER NON-RESIDENTIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TOTAL EXPECTED NON-RESIDENTIAL PROPERTY ACREAGE/FLOOR AREA (LAND USE CLASSES 31-36)	TBD	TBD	TBD	TBD	TBD	TBD	TBD

3. Calculation of One-Time Special Tax

If a One-Time Special Tax calculation is required as determined by the CFD Administrator pursuant to Section D.1 or Section D.2., for any Pending Development, the CFD Administrator shall review the Bond Issuance Development Phase Table with respect to the applicable Development Phase(s) in consultation with the current property owner(s) for all remaining Final Mapped Property and Undeveloped Property within such Development Phase, and shall prepare an Updated Development Phase Table identifying the revised number of Dwelling Units and/or the amount of Non-Residential Property Acreage anticipated within each Land Use Class for that Development Phase. If no Development Phases are included in the Bond Issuance Development Phase Table, such analysis shall be applied to the entire CFD No. 2013-3 (IA No. 10), as shall the analyses cited throughout this Section D.3. The CFD Administrator shall not be responsible for any delays in preparing the Updated Development Phase Table that result from a refusal on the part of one or more current property owners of Final Mapped Property or Undeveloped Property within the applicable Development Phase to provide information on their future development. If such a refusal on the part of one or more current property owners persists for more than 14 days, the CFD Administrator shall rely on the Residential Property and/or Non-Residential Property identified in the Bond Issuance Development Phase Table for the Final Mapped Property and/or Undeveloped Property within the applicable Development Phase.

The CFD Administrator shall then review the Updated Development Phase Table and determine the One-Time Special Tax, if any, to be levied on the applicable Assessor's Parcels of Pending Development being analyzed. The calculations shall be undertaken by the CFD Administrator, based on the data in the applicable Updated Development Phase Table, as follows:

- Step 1. Compute the sum of the Annual Special Tax revenues authorized to be levied on all Developed Property and Update Property within the applicable Development Phase, plus the sum of the Annual Special Tax revenues authorized to be levied on all future development within the applicable Development Phase as identified in the Updated Development Phase Table assuming IA No. 10 Buildout, as determined by the CFD Administrator in consultation with the property owner(s).
- Step 2. Determine the Annual Special Tax revenues expected to be generated by the applicable Development Phase based on the Bond Issuance Development Phase Table.
- Step 3. If the total sum computed pursuant to Step 1 is greater than or equal to the amount computed pursuant to Step 2, then no One-Time Special Tax shall be required and a Compliance Letter shall be awarded to the property owner by the CFD Administrator for all Pending Development. If the total sum computed pursuant to Step 1 is less than the amount computed pursuant to Step 2, subtract the amount computed pursuant to Step 1 from the amount computed pursuant to Step 2 (hereinafter called the "Remaining Amount"), then continue to Step 4.
- Step 4. Determine the Annual Special Tax revenues expected to be generated by all Development Phases based on the Bond Issuance Development Phase Table.

- Step 5. Multiply the amount of Outstanding Bonds by a fraction, the numerator of which is the Remaining Amount computed for such Development Phase in Step 3, and the denominator of which is the amount computed for all Development Phases in Step 4. The result is the amount of Outstanding Bonds that can be supported by the shortfall computed pursuant to Step 3. Round up the amount determined under this Step 5 to the nearest increment of \$5,000 to compute the amount of Outstanding Bonds to be redeemed.
- Step 6. Multiply the amount computed pursuant to Step 5 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed.
- Step 7. Compute the amount needed to pay interest on the amount computed pursuant to Step 5 from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest possible redemption date for the Outstanding Bonds, and subtract therefrom the estimated amount of interest earnings to be derived from the reinvestment of the amounts computed pursuant to Step 5 and Step 6 until such redemption.
- Step 8. Determine all of the administrative costs associated with implementing the One-Time Special Tax, including the costs of computation of the One-Time Special Tax, the costs to invest the One-Time Special Tax proceeds and the costs of redeeming Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds.
- Step 9. A reserve fund credit shall be determined. The credit shall equal the lesser of: (a) the expected reduction in the reserve requirement (as specified in the Indenture), if any, associated with the redemption of Outstanding Bonds with proceeds of the One-Time Special Tax, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds with proceeds of the One-Time Special Tax from the balance in the reserve fund on the determination date of the One-Time Special Tax, but in no event shall such amount be less than zero. No reserve fund credit shall be granted if the amount then on deposit in the reserve fund for the Outstanding Bonds is below 100% of the reserve requirement (as defined in the Indenture).
- Step 10. The One-Time Special Tax is equal to the sum of the amounts computed pursuant to Steps 5, 6, 7 and 8, less the credit computed pursuant to Step 9.

4. Billing and Collection of One-Time Special Tax

The One-Time Special Tax for any Development Phase, as calculated above, shall be levied by means of direct billing of the owners of the Assessor's Parcels for all Pending Development in that Development Phase that has been found to be Non-Compliant Property. The total One-Time Special Taxes required as a result of an Assessor's Parcel of Non-Compliant Property shall be divided proportionately among all of the Pending Development owned by the property owner of such Assessor's Parcel, based on the relative amount of Annual Special Taxes to be levied on and applied to the Assessor's Parcels of Pending Development owned by such property owner in the next Fiscal Year. The resulting One-Time Special Tax levied on each Assessor's Parcel of Pending Development owned by such property owner shall have the same priority and bear the

same proportionate penalties and interest after delinquency as do the *ad valorem* taxes on real property. CFD No. 2013-3 (IA No. 10) shall effect the levy of the One-Time Special Tax in accordance with the ordinance of the City levying the Special Taxes.

The CFD Administrator shall prepare a bill for the One-Time Special Tax payable with respect to each Assessor's Parcel of Pending Development and shall send such bill to the property owner of such parcel by United States first-class mail, postage prepaid. Said bill shall be so mailed no later than five business days after the date of the calculation, and shall be dated as of the date of such mailing. The One-Time Special Tax shall be due and payable upon the One-Time Special Tax Payment Date. The ownership and billing address for each such Assessor's Parcel shall be ascertained from the records of the Assessor of the County. Each such bill shall state the amount of the One-Time Special Tax payable, the One-Time Special Tax Payment Date, and shall inform the property owner that, if such One-Time Special Tax is not paid by such date, penalties and interest will begin to accrue, foreclosure proceedings may be initiated and a lis pendens may be recorded against the Assessor's Parcel until the One-Time Special Tax is paid.

5. Term: Exemptions

The One-Time Special Tax shall terminate and no longer be levied or collected pursuant to this Rate and Method of Apportionment on the date that is the later of (i) the Fiscal Year immediately following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were sold or (ii) Fiscal Year 2058-2059. Property exempt from the levy of the Special Taxes by law or pursuant to the provisions of Section F, below, shall also be exempt from the levy of the One-Time Special Tax.

6. Maximum One-Time Special Tax Disclosure

While the actual One-Time Special Tax shall be calculated based on the methodology delineated in Sections D.1, D.2, and D.3, above, Section 53321(d) of the California Government Code requires that a rate and method of apportionment allow a property owner to estimate the maximum special taxes that could potentially be levied on its property. The Maximum One-Time Special Tax for an Assessor's Parcel may be estimated by utilizing the following methodology:

(a) Residential Property

Step 1. Divide the Annual Special Tax rate listed in Table 1 for a Dwelling Unit in Land Use Class 1 by the Total Assumed Annual Special Taxes.

Step 2. Multiply the quotient resulting from Step 1 by the Authorized Bonded Indebtedness. The product of these two numbers is the Maximum One-Time Special Tax for a Dwelling Unit of Residential Property in CFD No. 2013-3 (IA No. 10).

(b) Non-Residential Property

Step 1. Divide the Annual Special Tax rate listed in Table 1 on an Acreage or on a projected Non-Residential Floor Area basis, whichever is greater, for the Land Use Class in which the Non-Residential Property belongs, by the Total

Assumed Annual Special Taxes.

Step 2. Multiply the quotient resulting from Step 1 by the Authorized Bonded Indebtedness. The product of these two numbers is the Maximum One-Time Special Tax on an Acreage or a Non-Residential Floor Area basis for Non-Residential Property in CFD No. 2013-3 (IA No. 10).

E. METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX

1. Annual Levy

Commencing with Fiscal Year 2018-2019 and for each following Fiscal Year, the Council shall levy the Annual Special Tax as follows:

First: The Annual Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Second: Determine the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement and Proportionately levy the Annual Special Tax on each Assessor's Parcel of Final Mapped Property until the amount levied on Final Mapped Property is equal to the lesser of (i) the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement, or (ii) 100% of the Intermediate Maximum Annual Special Tax for Final Mapped Property.

Third: If additional monies are needed to satisfy the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement after the first two steps have been completed, the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property until the amount levied on Undeveloped Property is equal to the lesser of (i) the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement less the amount levied pursuant to the second step above, or (ii) 100% of the Intermediate Maximum Annual Special Tax for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement after the first three steps have been completed, then the Annual Special Tax levy on each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be increased in equal percentages from the Intermediate Maximum Annual Special Tax up to 100% of the Maximum Annual Special Tax for Final Mapped Property and Undeveloped Property until the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement is satisfied.

Fifth: Determine the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement and Proportionately levy the Annual Special Tax on each Assessor's Parcel of Taxable Property Owner Association Property until the amount levied on Taxable Property Owner Association Property is equal to the lesser of (i) the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement or (ii) 100% of the Maximum Annual Special Tax for Taxable Property Owner Association Property.

Sixth: If additional monies are needed to satisfy the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement after the fifth step has been completed, then the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property until the amount levied on Taxable Public Property is equal to the lesser of (i) the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement less the amount levied pursuant to the fifth step above, or (ii) 100% of the Maximum Annual Special Tax for Taxable Public Property.

F. EXEMPTIONS

No Special Tax shall be levied on up to (i) 19.88 Acres of Property Owner Association Property in CFD No. 2013-3 (IA No. 10), (ii) 24.29 Acres of Public Property in CFD No. 2013-3 (IA No. 10), and (iii) 0 Acres of Church Property in CFD No. 2013-3 (IA No. 10). No Special Tax shall be levied on Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units provided that the number of such Dwelling Units in CFD No. 2013-3 (IA No. 10) does not cause the total of such Dwelling Units within CFD No. 2013-3 to exceed 1,048 Dwelling Units. Once 1,048 Dwelling Units have been assigned to these three categories, all additional Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units Dwelling Units shall be subject to the Special Tax Rates assigned to comparable-sized market rate Dwelling Units, as listed in Table 1. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property in CFD No. 2013-3 (IA No. 10) becomes Public Property, Property Owner Association Property, Church Property, Affordable Housing, Moderate Affordable Units, or Moderate Affordable Senior Units. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, Church Property, Affordable Housing, Moderate Affordable Units, or Moderate Affordable Senior Units, it will, from that point forward, be subject to the Special Tax.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as part of the fifth step and sixth step in Section E above, respectively, at up to 100% of the applicable Maximum Annual Special Tax for Taxable Property Owner Association Property or Taxable Public Property.

Church Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as Other Non-Residential Property in Section E above, at up to 100% of the applicable Maximum Annual Special Tax for Other Non-Residential Property.

Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units that are not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as Residential Property in Section E above, at up to 100% of the applicable Maximum Annual Special Tax for the applicable Land Use Class 1-29, based on whether the Dwelling Unit is attached or detached and its square footage.

Notwithstanding the foregoing paragraphs, prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, if an Assessor's Parcel subject to the Special Tax becomes Public Property, the Assessor's Parcel shall be deemed Exempt Property and shall

be exempt from the levy of the Special Tax so long as such Assessor's Parcel remains Public Property.

Assessor's Parcels or Units that are exempt from the levy of the Annual Special Tax under this Section F are also exempt from the payment of any One-Time Special Taxes.

G. MANNER OF COLLECTION

The Annual Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the City, through the CFD Administrator may (i) directly bill the Annual Special Tax (as well as the One-Time Special Tax), and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations or as otherwise required herein and (ii) may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels. All direct billings shall be due within 30 days of the billing date.

H. APPEALS AND INTERPRETATIONS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to the CFD Administrator. The CFD Administrator shall review the appeal and if the City concurs, a refund shall be provided that is consistent with statutory requirements in the Revenue and Taxation Code. The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals.

I. PREPAYMENT OF ANNUAL SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 2013-3 (IA No. 10) is permitted to prepay a portion of the Maximum Annual Special Tax (the "Prepayable Portion of the Annual Special Tax"). The obligation of the Assessor's Parcel to pay the Prepayable Portion of the Annual Special Tax may be fully or partially prepaid and permanently satisfied as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or an Assessor's Parcel of Final Mapped Property or Undeveloped Property for which a building permit for construction has been issued after January 1, 2019, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to fully or partially prepay the Prepayable Portion of the Annual Special Tax shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds from the proceeds of such prepayment must be given by the Trustee pursuant to the Indenture. No portion of the Maximum Annual Special Tax other than the Prepayable Portion of the Annual Special Tax may be prepaid. Only Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds may be redeemed as the result of any prepayment in this Section I Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the percentages identified in Section I (in

connection with the calculation of the Prepayable Portion of the Residential Property Annual Special Tax and the Prepayable Portion of the Non-Residential Property Annual Special Tax) and Section J may be changed to reflect changes in development, without the need for any proceedings to make changes permitted under the Act.

1. Full Prepayment of the Prepayable Portion of the Annual Special Tax

The full Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be the Prepayment Amount identified in Section (a) below, for Residential Property, and the Prepayment Amount identified in Section (b) below for Non-Residential Property.

(a) Residential Property

As of the proposed date of prepayment, the full Prepayment Amount for Residential Property Annual Special Taxes shall be determined by application of the following steps:

- Step 1. Determine the number of future years remaining until the Fiscal Year in which the fortieth anniversary of the date on which the first issue of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds have not yet been issued, the number shall be 40.
- Step 2. Determine the Maximum Annual Special Tax being levied in the current Fiscal Year on the Assessor's Parcel prepaying the Annual Special Tax (under the assumption that the Assessor's Parcel is Developed Property).
- Step 3. Multiply the Maximum Annual Special Tax calculated pursuant to Step 2 by 77.01% (the "Prepayable Portion of the Residential Property Annual Special Tax").
- Step 4. Determine the amount of Annual Special Tax levied in the current Fiscal Year on such Assessor's Parcel which has not yet been paid and multiply this amount by 77.01%.
- Step 5. The Prepayment Amount determined under this Section (a) shall be computed by calculating the sum of the following: (i) the net present value of the flow of annual revenues from the Prepayable Portion of the Residential Property Annual Special Tax as determined under Step 3, for the number of years identified in Step 1, escalated annually by 2.0%, using a discount rate equal to the Discount Rate; and (ii) the unpaid current Fiscal Year's Prepayable Portion of the Residential Property Annual Special Tax as determined under Step 4 (collectively, the "Prepayment Amount").

(b) Non-Residential Property

As of the proposed date of prepayment, the full Prepayment Amount for Non-Residential Property Annual Special Taxes shall be determined by application of the following steps:

- Step 1. Determine the number of future years remaining until the Fiscal Year in which the fortieth anniversary of the date on which the first issue of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds have not yet been issued, the number shall be 40.
- Step 2. Determine the Maximum Annual Special Tax being levied in the current Fiscal

- Year on the Assessor's Parcel prepaying the Annual Special Tax (under the assumption that the Assessor's Parcel is Developed Property).
- Step 3. Multiply the Maximum Annual Special Tax calculated pursuant to Step 2 by 78.42% (the "Prepayable Portion of the Non-Residential Annual Special Tax").
- Step 4. Determine the amount of Annual Special Tax levied in the current Fiscal Year on such Assessor's Parcel which has not yet been paid and multiply this amount by 78.42%.
- Step 5. The Prepayment Amount determined under this Section (b) shall be computed by calculating the sum of the following: (i) the net present value of the flow of annual revenues from the Prepayable Portion of the Non-Residential Annual Special Tax as determined under Step 3, for the number of years identified in Step 1, escalated annually by 2.0%, using a discount rate equal to the Discount Rate; and (ii) the unpaid current Fiscal Year's Prepayable Portion of the Non-Residential Annual Special Tax as determined under Step 4 (collectively, the "Prepayment Amount").

2. Partial Prepayment of the Prepayable Portion of the Special Tax

The amount of the partial prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = PE \times F$$

These terms have the following meaning:

- PP = the Partial Prepayment Amount of the Prepayable Portion of the Annual Special Tax
- PE = the Prepayment Amount of the Prepayable Portion of the Annual Special Tax calculated according to Section I.1.(a) (for Residential Property) or Section I.1.(b) (for Non-Residential Property).
- F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Prepayable Portion of the Annual Special Tax.

3. General Provisions Applicable to Prepayment

(a) Use of Prepayments

Subsequent to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be applied in the following order of priority: (i) to be deposited into specific funds established under the Indenture, to fully or partially retire as many Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, (ii) to finance Group A Facilities and/or Group B Facilities, as identified in the Amended and Restated Development Agreement, and (iii) to be remitted to the City and used for any Authorized Facilities or Authorized Services in accordance with the Amended and Restated Development Agreement. Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be applied in the following order of priority: (i) to finance Group A and/or Group B Facilities, as identified in the Amended and Restated Development Agreement, and (ii) to be remitted to the City and used for

any Authorized Facilities or Authorized Services in accordance with the Amended and Restated Development Agreement.

(b) Full Prepayment of the Prepayable Portion of the Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Prepayable Portion of the Annual Special Tax, the CFD Administrator shall remove the current Fiscal Year's Prepayable Portion of the Annual Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section I.1, the CFD Administrator shall indicate in the records of CFD No. 2013-3 (IA No. 10) that there has been a prepayment of the Prepayable Portion of the Annual Special Tax and that a portion of the Maximum Annual Special Tax with respect to such Assessor's Parcel, equal to 22.99% of the Maximum Annual Special Tax for Residential Property and 21.58% of the Maximum Annual Special Tax for Non-Residential Property, shall continue to be levied on such Assessor's Parcel pursuant to Section E.

(c) Partial Prepayment of the Prepayable Portion of the Special Tax

Upon confirmation of the payment of a portion of the current Fiscal Year's Prepayable Portion of the Annual Special Tax, the CFD Administrator shall remove a portion of the current Fiscal Year's Prepayable Portion of the Annual Special Tax levy for such Assessor's Parcel from the County tax rolls equal to that amount included in the partial prepayment for such Assessor's Parcel determined in Section I.2. With respect to any Assessor's Parcel that is partially prepaid in accordance with Section I.2, the CFD Administrator shall indicate in the records of CFD No. 2013-3 (IA No. 10) that there has been a partial prepayment of the Prepayable Portion of the Annual Special Tax and that a portion of the Maximum Annual Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage $[1.00 - (.7701 \times F)]$ multiplied by the Maximum Annual Special Tax for Residential Property and $[1.00 - (.7842 \times F)]$ multiplied by the Maximum Annual Special Tax for Non-Residential Property shall continue to be levied on such Assessor's Parcel pursuant to Section E.

(d) Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Prepayable Portion of the Annual Special Tax shall be allowed unless, at the time of such proposed prepayment, the Annual Special Tax that may be levied on Taxable Property within CFD No. 2013-3 (IA No. 10) in all Fiscal Years (after excluding 19.88 Acres of Property Owner Association Property, 24.29 Acres of Public Property, 0 Acres of Church Property, and the expected number of Affordable Property, Moderate Affordable Units, and Moderate Affordable Senior Units that will be Exempt Property in CFD No. 2013-3 (IA No. 10) as set forth in Section F), both prior to and after the proposed prepayment, is at least equal to the Debt Service Coverage times the debt service necessary to support the remaining Outstanding Bonds.

J. TERM OF ANNUAL SPECIAL TAX

84.71% of the Maximum Annual Special Tax on Residential Property and 86.26% of the Maximum

Annual Special Tax on Non-Residential Property shall terminate and no longer be levied or collected pursuant to this Rate and Method of Apportionment on the date that is the later of (i) the Fiscal Year immediately following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were sold or (ii) Fiscal Year 2058-2059. The remaining portion of the Annual Special Tax for both Residential Property and Non-Residential Property shall be levied into perpetuity.

Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the termination percentages listed immediately above may be changed to reflect changes in development, without the need for any proceedings to make changes permitted under the Act.

K. NO EXTENSION OR MODIFICATION OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Notwithstanding any reference to the Amended and Restated Development Agreement, nothing herein shall incorporate extensions to or modifications of the Amended and Restated Development Agreement in to the Rate and Method of Apportionment.

EXHIBIT A

CERTIFICATE TO AMEND ANNUAL SPECIAL TAX

CITY OF IRVINE AND CFD No. 2013-3 (IA No. 10) CERTIFICATE

1. Pursuant to Section C of the Rate and Method of Apportionment, as attached to the Notice of Special Tax Lien, recorded in the Official Records of the County of Orange as Instrument No. XXXXXX on MM/DD/YYYY, the City of Irvine (“City”) and City of Irvine Community Facilities District No. 2013-3 (“CFD No. 2013-3 (IA No. 10)”) hereby reduce some or all of the Maximum Annual Special Taxes for Residential Property or the Special Taxes for Non-Residential Property set forth in Table 1 of the Rate and Method of Apportionment for CFD No. 2013-3 (IA No. 10).

The information in Table 1 relating to the Fiscal Year 2018-2019 Maximum Annual Special Tax for Developed Property within CFD No. 2013-3 (IA No. 10) shall be amended and restated in full as follows:

Land Use Class	Description	Maximum Special Tax
1	DETACHED RESIDENTIAL PROPERTY (>= 5,700 SF)	\$[_____] per Dwelling Unit
2	DETACHED RESIDENTIAL PROPERTY (5,450 SF - 5,699 SF)	\$[_____] per Dwelling Unit
3	DETACHED RESIDENTIAL PROPERTY (5,200 SF - 5,449 SF)	\$[_____] per Dwelling Unit
4	DETACHED RESIDENTIAL PROPERTY (4,950 SF – 5,199 SF)	\$[_____] per Dwelling Unit
5	DETACHED RESIDENTIAL PROPERTY (4,700 SF - 4,949 SF)	\$[_____] per Dwelling Unit
6	DETACHED RESIDENTIAL PROPERTY (4,450 SF - 4,699 SF)	\$[_____] per Dwelling Unit
7	DETACHED RESIDENTIAL PROPERTY (4,200 SF - 4,449 SF)	\$[_____] per Dwelling Unit
8	DETACHED RESIDENTIAL PROPERTY (3,950 SF - 4,199 SF)	\$[_____] per Dwelling Unit
9	DETACHED RESIDENTIAL PROPERTY (3,700 SF - 3,949 SF)	\$[_____] per Dwelling Unit
10	DETACHED RESIDENTIAL PROPERTY (3,450 SF - 3,699 SF)	\$[_____] per Dwelling Unit
11	DETACHED RESIDENTIAL PROPERTY (3,200 SF - 3,449 SF)	\$[_____] per Dwelling Unit
12	DETACHED RESIDENTIAL PROPERTY (2,950 SF - 3,199 SF)	\$[_____] per Dwelling Unit
13	DETACHED RESIDENTIAL PROPERTY (2,700 SF - 2,949 SF)	\$[_____] per Dwelling Unit
14	DETACHED RESIDENTIAL PROPERTY (2,450 SF - 2,699 SF)	\$[_____] per Dwelling Unit
15	DETACHED RESIDENTIAL PROPERTY (2,200 SF - 2,449 SF)	\$[_____] per Dwelling Unit
16	DETACHED RESIDENTIAL PROPERTY (1,950 SF - 2,199 SF)	\$[_____] per Dwelling Unit
17	DETACHED RESIDENTIAL PROPERTY (1,700 SF - 1,949 SF)	\$[_____] per Dwelling Unit
18	DETACHED RESIDENTIAL PROPERTY (< 1,700 SF)	\$[_____] per Dwelling Unit
19	ATTACHED RESIDENTIAL PROPERTY (>= 2,600 SF)	\$[_____] per Dwelling Unit
20	ATTACHED RESIDENTIAL PROPERTY (2,400 SF – 2,599 SF)	\$[_____] per Dwelling Unit

Land Use Class	Description	Maximum Special Tax
21	ATTACHED RESIDENTIAL PROPERTY (2,200 SF – 2,399 SF)	\$[_____] per Dwelling Unit
22	ATTACHED RESIDENTIAL PROPERTY (2,000 SF – 2,199 SF)	\$[_____] per Dwelling Unit
23	ATTACHED RESIDENTIAL PROPERTY (1,800 SF – 1,999 SF)	\$[_____] per Dwelling Unit
24	ATTACHED RESIDENTIAL PROPERTY (1,600 SF – 1,799 SF)	\$[_____] per Dwelling Unit
25	ATTACHED RESIDENTIAL PROPERTY (1,400 SF – 1,599 SF)	\$[_____] per Dwelling Unit
26	ATTACHED RESIDENTIAL PROPERTY (1,200 SF – 1,399 SF)	\$[_____] per Dwelling Unit
27	ATTACHED RESIDENTIAL PROPERTY (1,000 SF – 1,199 SF)	\$[_____] per Dwelling Unit
28	ATTACHED RESIDENTIAL PROPERTY (800 SF – 999 SF)	\$[_____] per Dwelling Unit
29	ATTACHED RESIDENTIAL PROPERTY (< 800 SF)	\$[_____] per Dwelling Unit
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	\$0 per Dwelling Unit
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
34	NON-RESIDENTIAL – OFFICE PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
35	NON-RESIDENTIAL – AUTO CENTER	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
36	OTHER NON-RESIDENTIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater

2. Upon execution of the certificate by the City and CFD No. 2013-3 (IA No. 10), the City shall cause an amended notice of special tax lien for CFD No. 2013-3 (IA No. 10) to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of the County and CFD No. 2013-3 (IA No. 10), receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

CITY OF IRVINE

By: _____ Date: _____
Director of Administrative Services

CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3

By: _____ Date: _____
CFD Administrator

EXHIBIT B

ANNUAL GUARANTEED AMOUNTS FOR CFD No. 2013-3

Fiscal Year	Amount
2018-2019	\$10,380,907
Each Fiscal Year Thereafter, Commencing in Fiscal Year 2019-2020	Increase Amount in Prior Fiscal Year by 3%.

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS WITHIN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND SUBMITTING A PROPOSITION TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, on January 8, 2019, this City Council, as the legislative body of City of Irvine Community Facilities District No. 2013-3 (Great Park) (the "Community Facilities District"), adopted Resolution No. 19-02, entitled "A Resolution of Consideration and Intention of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), to Change and Modify an Existing Improvement Area and Thereby Designate an Additional Improvement Area, Improvement Area No. 10, Within City of Irvine Community Facilities District No. 2013-3 (Great Park), and To Authorize the Levy of Special Taxes" (the "Resolution of Intention"), stating its intention to designate Improvement Area No. 10 (as described in the Resolution of Intention) of the Community Facilities District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"); and

WHEREAS, on January 8, 2019, this City Council, as the legislative body of the Community Facilities District, also adopted Resolution No. 19-03 entitled "A Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Declaring Its Intention to Incur Bonded Indebtedness for Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park)" (the "Resolution of Intention to Incur Indebtedness") stating its intention to incur bonded indebtedness within the boundaries of Improvement Area No. 10 of the Community Facilities District for the purposes of financing the costs of certain facilities and services specified in the Resolution of Intention ("Facilities and Services"); and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act relative to the determination to proceed with the designation of Improvement Area No. 10 of the Community Facilities District, the provision of the Facilities and Services, and the rate and method of apportionment of the special tax to be levied within Improvement Area No. 10 of the Community Facilities District to pay the principal and interest on the proposed indebtedness, Facilities and Services, and the administrative costs of the City relative to Improvement Area No. 10 of the Community Facilities District; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the designation of Improvement Area No. 10 of the Community Facilities

District, the provision of the Facilities and Services and the levy of the special tax on property within Improvement Area No. 10 of the Community Facilities District were heard and a full and fair hearing was held; and

WHEREAS, subsequent to said hearing, this City Council adopted Resolution No. _____ entitled "Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Designating Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park) and Authorizing the Levy of a Special Tax Within Said Improvement Area" (the "Resolution of Formation"); and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act relative to the matters material to questions in the Resolution of Intention to Incur Indebtedness; and

WHEREAS, no written protests with respect to the matters material to the question set forth in the Resolution of Intention to Incur Indebtedness have been filed with the City Clerk (the "Clerk").

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Irvine, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. It is necessary to incur bonded indebtedness in the maximum aggregate principal amount of up to One Hundred Twenty Million Dollars (\$120,000,000) within the boundaries of Improvement Area No. 10 of the Community Facilities District.

SECTION 3. The bonded indebtedness is incurred for the purpose of financing the costs of the Facilities and Services, as provided in the Resolution of Intention and the Resolution of Formation including, but not limited to, the costs of issuing and selling bonds to finance the Facilities and Services and the costs of the City in establishing and administering the Community Facilities District.

SECTION 4. The whole of Improvement Area No. 10 of the Community Facilities District shall pay the bonded indebtedness through the special tax levy, to be apportioned in accordance with the Rate and Method of Apportionment shown on Exhibit B to the Resolution of Formation.

SECTION 5. The bonds may be issued in one or more series over time. The maximum aggregate amount of bonded indebtedness to be incurred within Improvement Area No. 10 of the Community Facilities District is One Hundred Twenty Million Dollars (\$120,000,000) and the maximum term of any series of bonds to be issued shall in no event exceed forty (40) years.

SECTION 6. The bonds shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds, payable semi-annually or in such other manner as this City Council shall determine, the actual rate or rates and times of payment of such interest to be determined by this City Council at the time or times of sale of said bonds.

SECTION 7. The proposition of incurring the bonded indebtedness herein authorized shall be submitted to the qualified electors of Improvement Area No. 10 of the Community Facilities District and shall be consolidated with elections on the proposition of levying special taxes within Improvement Area No. 10 of the Community Facilities District and the establishment of an appropriations limit for Improvement Area No. 10 of the Community Facilities District pursuant to Section 53353.5 of the Act. The time, place and conditions of said election shall be as specified by separate resolution of this City Council.

SECTION 8. This resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of February, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of February, 2019.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), CALLING A SPECIAL ELECTION FOR THE PURPOSE OF APPROVING A SPECIAL TAX IN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), THE ISSUANCE OF BONDS BY SAID IMPROVEMENT AREA OF THE DISTRICT AND ESTABLISHMENT OF AN APPROPRIATIONS LIMIT

WHEREAS, on this date, this City Council, as the legislative body of City of Irvine Community Facilities District No. 2013-3 (Great Park) (the "Community Facilities District"), adopted Resolution No. _____ entitled "A Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Designating Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park) and Authorizing the Levy of A Special Tax Within Said Improvement Area" (the "Resolution of Formation"), ordering the formation and designation of Improvement Area No. 10 ("Improvement Area No. 10"), authorizing the levy of a special tax on property within Improvement Area No. 10 of the Community Facilities District and preliminarily establishing an appropriations limit for Improvement Area No. 10 of the Community Facilities District; and

WHEREAS, on this date, this City Council, as the legislative body of the Community Facilities District, also adopted Resolution No. _____ entitled "A Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Determining the Necessity to Incur Bonded Indebtedness Within Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park) and Submitting a Proposition to the Qualified Electors Thereof" (the "Resolution of Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of up to One Hundred Twenty Million Dollars (\$120,000,000) upon the security of said special tax to be levied within Improvement Area No. 10 of the Community Facilities District; and

WHEREAS, pursuant to the provisions of said resolutions, the propositions of the levy of said special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness must be submitted to the qualified electors of Improvement Area No. 10 of the Community Facilities District as required by the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 *et seq.* of the California Government Code (the "Act").

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Irvine, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), as follows:

SECTION 1. Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of said special tax, the incurring of bonded indebtedness and the establishment of said appropriations limit for Improvement Area No. 10 of the Community Facilities District shall be submitted to the qualified electors of Improvement Area No. 10 of the Community Facilities District at an election called therefor as provided below.

SECTION 2. As authorized by Section 53353.5 of the Act, the three propositions described in paragraph 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit "A" and by this reference incorporated herein. Said form of ballot is hereby approved.

SECTION 3. This City Council hereby finds that fewer than ____ persons have been registered to vote within the territory of Improvement Area No. 10 of the Community Facilities District for each of the ninety (90) days preceding the close of the public hearing heretofore conducted and concluded by this City Council for the purposes of these proceedings. Accordingly, pursuant to the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within Improvement Area No. 10 of the Community Facilities District and that the vote shall be by said landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in Improvement Area No. 10 of the Community Facilities District as of the close of said public hearing.

SECTION 4. This City Council hereby calls a special election to consider the measures described in paragraph 2 above, which election shall be held in the City Council chambers immediately following adoption of this Resolution. The City Clerk (the "Clerk") is hereby designated as the official to conduct said election. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a certified map of the proposed boundaries of Improvement Area No. 10 of the Community Facilities District, and a sufficient description to allow the Clerk to determine the boundaries of Improvement Area No. 10 of the Community Facilities District. The voted ballots shall be returned to the Clerk immediately following the adoption of this Resolution.

SECTION 5. This City Council hereby further finds that a provision of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before said special election is for the protection of the qualified electors of Improvement Area No. 10 of the Community Facilities District. A written waiver executed by all of the qualified electors of Improvement Area No. 10 of the Community Facilities District approving a shortening of the time for said special election to expedite the process of formation of Improvement Area No. 10 of the Community Facilities District and waiving any requirements for analysis and arguments in connection with the election has been received. Accordingly, this City Council finds and determines that said qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This City Council also finds and determines that the Clerk has concurred in the shortened time for the election.

SECTION 6. Pursuant to the Act, the election shall be conducted by hand-delivered ballot.

SECTION 7. This City Council acknowledges that the Clerk has caused to be delivered to each of the qualified electors of Improvement Area No. 10 of the Community Facilities District a ballot in the form set forth in Exhibit "A" hereto. Each ballot indicates the number of votes to be cast by the respective landowner to which it pertains. Each ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing official. Analysis and arguments and publication of notice of the election with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

SECTION 8. The Clerk shall accept the ballots of the qualified electors in the meeting room of the Council Chambers upon and prior to the adoption of this Resolution, whether said ballots be personally delivered or received by mail. The Clerk shall have available ballots which may be marked at said location on the election day by said qualified electors.

SECTION 9. The Clerk is hereby directed to cause to have published in a newspaper of general circulation circulating within Improvement Area No. 10 of the Community Facilities District a copy of this Resolution and a copy of the Resolution of Necessity, as soon as possible after the date of adoption of this Resolution.

SECTION 10. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th Day of February, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, California hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held at the 12th day of February, 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

**IMPROVEMENT AREA NO. 10
OF THE
CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION
(_____, 2019)**

This ballot is for a special landowner election. You must return this ballot in the enclosed envelope to the City Clerk of the City of Irvine upon the adoption of the Resolution of the City Council calling said election, either by mail or in person. The City Clerk's office is located at One Civic Center Plaza, Irvine, California 92606-4104. To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

BALLOT MEASURE: Shall Improvement Area No. 10 (the "Improvement Area") of the City of Irvine Community Facilities District No. 2013-3 (Great Park) (the "CFD") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of \$120,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds, the proceeds of which bonds will be used to finance certain public improvements and/or services (or fees payable therefor) described in the proceedings to form the CFD and the Improvement Area therein (herein, "Facilities and Services"); shall a special tax payable solely from property within the Improvement Area of the CFD be levied annually, in accordance with the Rate and Method of Apportionment attached to the Resolution of Formation upon property within the Improvement Area of the CFD to pay for the principal and interest upon such bonds, to fund Facilities and Services, and to pay for the costs of the City in administering the CFD and the Improvement Area therein; and shall the annual appropriations limit of the Improvement Area of the CFD be established in an amount equal to the greater of two hundred percent (200%) of the total of all proceeds of the special tax collected annually, or \$240,000,000 and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population?

YES:

NO:

By execution in the space provided below, you also indicate your waiver of any and all time limits and timeframes pertaining to the conduct of the election, any and all notice requirements, any and all publication requirements, timing of any and all recording requirements, any and all requirements for form and content of the ballot, notice of and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: _____

Property Owned by Property Owner: _____ Acres

Property Owner: _____

Date: _____, 2019.

[SIGNATURE BLOCK OF PROPERTY OWNER]

CITY COUNCIL RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS THE LEGISLATIVE BODY OF CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), DECLARING THE RESULTS OF A SPECIAL ELECTION HELD IN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND DIRECTING RECORDING OF A NOTICE OF SPECIAL TAX LIEN

WHEREAS, in proceedings heretofore conducted by this City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), this City Council, as the legislative body of City of Irvine Community Facilities District No. 2013-3 (Great Park) (the "Community Facilities District"), on this date adopted Resolution No. _____ entitled "A Resolution Of The City Council Of The City of Irvine, California, the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Calling A Special Election for the Purpose Of Approving A Special Tax in Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park), the Issuance of Bonds By Said Improvement Area of the District, And Establishment Of An Appropriations Limit," calling a special election of the qualified electors within Improvement Area No. 10 of the Community Facilities District; and

WHEREAS, pursuant to the terms of said resolution, which are by this reference incorporated herein, said special election was held on this date, and the City Clerk (the "Clerk") has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit "A" (the "Canvass"); and

WHEREAS, this City Council has reviewed said Canvass and hereby approves it.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Irvine, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), as follows:

SECTION 1. The questions presented at said special election were the incurring of a bonded indebtedness in the maximum aggregate principal amount of \$120,000,000, the levy of a special tax within Improvement Area No. 10 of the Community Facilities District to be levied in accordance with the rate and method of apportionment heretofore approved by the City Council by Resolution No. _____ adopted this date, entitled "A Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Designating Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park) and Authorizing the Levy of a Special Tax Within Said Improvement Area" (the "Resolution of Formation"), and the approval of an annual appropriations limit as specified in said resolution.

SECTION 2. Pursuant to said Canvass on file with the Clerk, the issues presented at said special election were approved by the qualified electors of Improvement Area No. 10 of the Community Facilities District by more than two-thirds (2/3) of the votes cast at said special election.

SECTION 3. Pursuant to said voter approval, Improvement Area No. 10 of the Community Facilities District is hereby declared to be fully formed with the authority to incur bonded indebtedness and to levy special taxes as heretofore provided in these proceedings and in the Act.

SECTION 4. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the Community Facilities District, and Improvement Area No. 10 thereof, were valid and in conformity with the Act.

SECTION 5. The Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Orange in the following order of priority (i) a notice of cancellation of special tax lien, removing the lien of Improvement Area No. 2 of the Community Facilities District from the property in Improvement Area No. 10 of the Community Facilities District, and (ii) a notice of special tax lien for Improvement Area No. 10 of the Community Facilities District in the form required by the Act, said recordings to occur no later than fifteen (15) days following adoption by the City Council of this Resolution.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of February, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of February 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

EXHIBIT A

CANVASS AND STATEMENT OF RESULTS OF ELECTION
IMPROVEMENT AREA NO. 10
OF THE
CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

I hereby certify that on February 12, 2019, I canvassed the returns of the election held on February 12, 2019, in Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park), and the total number of ballots cast in said Improvement Area No. 10 and the total number of votes cast for and against the measure are as follows, and the totals as shown for and against the measure are full, true and correct.

	Qualified Landowner Votes	Votes Cast	YES	NO
Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park) Special Tax Election February 12, 2019	—			

BALLOT MEASURE: Shall Improvement Area No. 10 (the "Improvement Area") of the City of Irvine Community Facilities District No. 2013-3 (Great Park) (the "CFD") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of \$120,000,000 with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds, the proceeds of which bonds will be used to finance certain public improvements and services (or fees payable therefor) described in the proceedings to form the CFD and the Improvement Area therein (herein, "Facilities and Services"); shall a special tax payable solely from property within the Improvement Area of the CFD be levied annually, in accordance with the Rate and Method of Apportionment attached to the Resolution of Formation, upon property within the Improvement Area of the CFD to pay for the principal and interest upon such bonds, to fund Facilities and Services, and to pay for the costs of the City in administering the CFD and the Improvement Area therein; and shall the annual appropriations limit of the Improvement Area of the CFD be established in an amount equal to the greater of two hundred percent (200%) of the total of all proceeds of the special tax collected annually or \$240,000,000 and as defined by Article XIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 12th DAY
OF FEBRUARY, 2019.

By: _____
CITY CLERK OF THE CITY OF IRVINE

CITY COUNCIL ORDINANCE NO. 19-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK), LEVYING SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 10 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

WHEREAS, on January 8, 2019, this City Council (the "City Council"), acting as the legislative body of City of Irvine Community Facilities District No. 2013-3 (Great Park) (the "Community Facilities District"), adopted Resolution No. 19-02 entitled "A Resolution of Consideration and Intention of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), to Change and Modify an Existing Improvement Area and Thereby Designate an Additional Improvement Area, Improvement Area No. 10, Within City of Irvine Community Facilities District No. 2013-3 (Great Park) and To Authorize the Levy of Special Taxes" (the "Resolution of Intention") stating its intention to establish and designate Improvement Area No. 10 therein ("Improvement Area No. 10"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311 of the California Government Code, known as the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to finance certain facilities and services (the "Facilities and Services") as described in the Resolution of Intention; and

WHEREAS, notice was published as required by the Act relative to the intention of this Board to designate Improvement Area No. 10 of the Community Facilities District and to provide for the Facilities and Services; and

WHEREAS, this City Council held a noticed public hearing as required by the Act relative to the determination to proceed with the designation of Improvement Area No. 10 of the Community Facilities District and regarding the rate and method of apportionment of the special tax to be levied within Improvement Area No. 10 of the Community Facilities District to finance the costs of the Facilities and Services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the designation of Improvement Area No. 10 of the Community Facilities District and the levy of said special taxes were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to said public hearing the Board adopted its resolutions entitled "Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Designating Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park) and Authorizing the Levy of a Special Tax Within Said Improvement Area (the "Resolution of Formation"), "A Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No.

2013-3 (Great Park), Determining the Necessity to Incur Bonded Indebtedness Within Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park) and Submitting a Proposition to the Qualified Electors Thereof” (the “Resolution of Necessity”), “A Resolution of the City Council of the City of Irvine, California, As The Legislative Body of the City of Irvine Community Facilities District No. 2013-3 (Great Park), Calling a Special Election for the Purpose of Approving a Special Tax in Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park), the Issuance of Bonds by said Improvement Area of the District and Establishment of an Appropriations Limit,” and “A Resolution of the City Council of the City of Irvine, California, as the Legislative Body of City of Irvine Community Facilities District No. 2013-3 (Great Park), Declaring the Results of a Special Election Held in Improvement Area No. 10 of the City of Irvine Community Facilities District No. 2013-3 (Great Park) and Directing Recording of a Notice of Special Tax Lien,” which resolutions established Improvement Area No. 10 of the Community Facilities District, authorized the levy of special tax within Improvement Area No. 10 of the Community Facilities District and called an election within Improvement Area No. 10 of the Community Facilities District on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within Improvement Area No. 10 of the Community Facilities District; and

WHEREAS, an election was held within Improvement Area No. 10 of the Community Facilities District in which the eligible landowner electors approved said propositions by more than the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVINE, acting as the legislative body of Improvement Area No. 10 of the Community Facilities District, as follows:

Section 1. Levy of Special Tax. By the passage of this Ordinance, the City Council authorizes and levies special taxes within Improvement Area No. 10 of the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rates and in accordance with the method of apportionment set forth in Exhibit A (the “Rate & Method of Apportionment”). The special taxes are hereby levied commencing in fiscal year 2019-2020 and in each fiscal year thereafter as provided in the Rate & Method of Apportionment.

Section 2. Annual Levy. The Director of Administrative Services of the City is hereby further authorized and directed each fiscal year, to determine the specific special tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within Improvement Area No. 10 of the Community Facilities District, in the manner and as provided in the Rate & Method of Apportionment.

Section 3. Property Exempt From Tax. Subject to California Government Code Sections 53317.3 and 53317.5, properties or entities of the state, federal or local governments shall be exempt from any levy of the special taxes, to the extent set forth in the Rate & Method of Apportionment. In no event shall the special taxes be levied on

any parcel within Improvement Area No. 10 of the Community Facilities District in excess of the maximum tax specified in the Rate & Method of Apportionment.

Section 4. Taxable Property. No other properties or entities are exempt from the authorized special tax unless the properties or entities are expressly exempted in the Rate & Method of Apportionment.

Section 5. Use of Tax Revenues. All of the collections of the special tax shall be used as provided for in the Act, the Rate & Method of Apportionment, the Resolution of Formation, the Amended and Restated Development Agreement by and between the City and Heritage Fields El Toro, LLC, and the City (as the successor agency to the Irvine Redevelopment Agency) and Heritage Fields El Toro, LLC, dated December 27, 2010 (as amended, the "ARDA")), the Amended and Restated Master Implementation Agreement, by and between the City and Heritage Fields El Toro, LLC, dated December 27, 2010 (as amended, the "ARMIA"), and the Acquisition Agreement by and between the City and Heritage Fields El Toro, LLC, dated March 26, 2013 (as amended, the "Acquisition Agreement" and together with the ARDA and ARMIA, the "Project Documents"), including, but not limited to, the payment of principal and interest on bonds issued for Improvement Area No. 10 of the Community Facilities District (the "Bonds"), the replenishment of a reserve fund for the Bonds, payment of the costs of the Facilities and Services, the payment of the costs of the District in administering Improvement Area No. 10 of the Community Facilities District and issuing the Bonds and the cost of collection and administering the special taxes.

Section 6. Manner of Tax Collection. The special taxes shall be collected from time to time as necessary to meet the financial obligations of Improvement Area No. 10 of the Community Facilities District on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected, or other procedures as may be adopted by the City Council. The City's Director of Administrative Services is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Orange and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of Improvement Area No. 10 of the Community Facilities District in each fiscal year as set forth in the Rate & Method of Apportionment and the Project Documents. The special taxes may be subject to the same penalties and the same procedure, sale, and lien priority in cases of delinquency as provided for ad valorem taxes. Notwithstanding the foregoing, the Director of Administrative Services of the City may collect one or more installments of the special taxes by means of direct billing of the property owners within Improvement Area No. 10 of the Community Facilities District, if, (i) it is required or allowed in the Rate & Method of Apportionment or (ii) in the judgment of the Director of Administrative Services, such means of collection will reduce the administrative burden of the City in administering Improvement Area No. 10 of the Community Facilities District where otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners. Regardless of the manner of collection, the special taxes shall have the same lien priority, and be subject to the same penalties and

the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments.

Section 7. Cumulative Remedies. The City Council may exercise its rights under Section 53356.1 of the Act.

Section 8. Severability. If for any reason any portion of this Ordinance is found to be invalid, or if the special taxes are found inapplicable to any particular parcel within Improvement Area No. 10 of the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within Improvement Area No. 10 of the Community Facilities District shall not be affected.

Section 9. Publication of Ordinance. The Mayor shall sign this Ordinance and the City Clerk shall attest this Ordinance and cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

PASSED and ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of February 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing ordinance was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of February 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT FOR CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) IMPROVEMENT AREA NO. 10

A Special Tax shall be levied on all Assessor's Parcels of Taxable Property in Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park) ("CFD No. 2013-3 (IA No. 10)") and collected each Fiscal Year commencing in Fiscal Year 2018-2019, in an amount determined through the application of this Rate and Method of Apportionment as described below. All of the real property in CFD No. 2013-3 (IA No. 10), unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area in acres shown on the applicable final map, parcel map, condominium plan, or other map or plan recorded with the County. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2013-3 (IA No. 10), including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2013-3 (IA No. 10) or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 2013-3 (IA No. 10) Bonds; the costs to the City, CFD No. 2013-3 (IA No. 10) or any designee thereof of complying with disclosure requirements of the City, CFD No. 2013-3 (IA No. 10) or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2013-3 (IA No. 10) or any designee thereof related to an appeal of the Special Tax; the costs of the City, CFD No. 2013-3 (IA No. 10) or any designee thereof related to the recalculation of the Special Tax rates in accordance with Section C.1 below and the calculation of the One-Time Special Tax in accordance with Section D.3 below; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses related to CFD No. 2013-3 (IA No. 10) Bonds. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2013-3 (IA No. 10) for any other administrative purposes of CFD No. 2013-3 (IA No. 10), including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent

Special Taxes.

“Affordable Housing” means residential Dwelling Units, located on one or more Assessor’s Parcels of Residential Property, that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City that restrict rents or prices chargeable to “lower income households” (as defined in California Health and Safety Code Section 50079.5 or any successor code section).

“Amended and Restated Development Agreement” means the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City, the Developer, and the Irvine Redevelopment Agency, as it may be further amended.

“Annual Special Tax” or **“Annual Special Taxes”** means the special taxes that may be levied annually on one or more Assessor’s Parcel of Taxable Property within CFD No. 2013-3 (IA No. 10) pursuant to Section E of this Rate and Method of Apportionment at the rates set forth in Section C of this Rate and Method of Apportionment.

“Annual Special Tax Requirement” means the sum of the Developed Property Annual Special Tax Requirement, the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement, and the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement.

“Assessor's Parcel” means a lot or parcel to which an assessor’s parcel number is assigned as determined from an Assessor’s Parcel Map or the applicable assessment roll.

“Assessor's Parcel Map” means an official map of the County Assessor of the County designating parcels by assessor’s parcel number.

“Attached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that shares, or will share, an inside wall with another Dwelling Unit.

“Authorized Facilities” means the facilities authorized to be financed by CFD No. 2013-3.

“Authorized Services” means the services authorized to be financed by CFD No. 2013-3.

“Auto Center Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for selling automobiles, or for any other uses that are consistent with auto center land use designations as determined by the City.

“Bond Costs” means for all Subordinate CFD No. 2013-3 (IA No. 10) Bonds, all debt service payments, administrative expenses, and amounts required to establish or replenish any bond reserve funds, and any other use of Special Taxes for such bond issues required by the indenture, fiscal agent agreement, or other agreement governing the terms of such bond issue.

“Bond Index” means the national Bond Buyer Revenue Bond Index, commonly referenced as the 25 Bond Revenue Index. In the event the Bond Buyer Revenue Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody’s A1 and S&P’s A-plus, as reasonably determined by the CFD Administrator.

“Bond Yield” means the weighted average yield of Outstanding Bonds. For purposes of this calculation, the weighted average yield on Outstanding Bonds shall be the weighted average of the yield calculated for each series of Outstanding Bonds at the time such Outstanding Bonds were issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the tax certificate executed in connection with the issuance of such Outstanding Bonds.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and levying and collecting the Special Taxes.

“CFD No. 2013-3” means City of Irvine Community Facilities District No. 2013-3 (Great Park).

“CFD No. 2013-3 (IA No. 10)” means Improvement Area No. 10 of CFD No. 2013-3 as identified on the Boundary Map for CFD No. 2013-3 (IA No. 10) and further set forth in the Resolution of Formation.

“CFD No. 2013-3 (IA No. 10) Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2013-3 (IA No. 10) and secured by the Special Taxes levied on property within the boundaries of CFD No. 2013-3 (IA No. 10) under the Act.

“Church Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for a church sanctuary, synagogue or other such place of worship, which may or may not include associated buildings which are to be used for religious educational purposes, and which are exempt from taxation pursuant to Section 214 of the Revenue and Taxation Code of the State of California.

“City” means the City of Irvine.

“Commercial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for the sale of general merchandise, hard goods, personal services, and other items directly to consumers, or other uses that are consistent with commercial land use designations, as determined by the City.

“Council” means the City Council of the City which serves as the legislative body of CFD No. 2013-3.

“County” means the County of Orange.

“Current CFD Buildout Plan” means the most recent land use plan identifying the projected buildout of all of CFD No. 2013-3, as proposed by the Developer and approved by the City, for purposes of projecting Annual Special Tax revenues for the entire CFD No. 2013-3 at buildout.

“Debt Service Coverage” means the debt service coverage percentage identified in the Indenture for Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

“Detached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that is or is expected to be surrounded by

freestanding walls and that does not share an inside wall with any other Dwelling Unit.

“Developed Property” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for construction was issued after January 1, 2019 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Annual Special Taxes are being levied.

“Developed Property Annual Special Tax Requirement” means, for any Fiscal Year, the Maximum Annual Special Tax on Developed Property.

“Developer” means Heritage Fields El Toro LLC, a Delaware limited liability company, and its successors and assigns. The term “successors” does not refer to the successors to all or any portion of the property within CFD No. 2013-3 (IA No. 10) unless the new property owner receives an assignment of the “Master Developer” rights and obligations under the Amended and Restated Development Agreement.

“Discount Rate” means (i) prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Bond Index, and (ii) subsequent to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Bond Yield.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single family attached or detached dwelling, condominium, apartment, mobile home, or otherwise.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property and Taxable Public Property, located in a Final Subdivision as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, but no earlier than January 1, 2018.

“Final Mapped Property/Undeveloped Property Annual Special Tax Requirement” means that amount of Annual Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2013-3 (IA No. 10) Bonds, (iii) pay for Administrative Expenses, (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Annual Special Tax levied in the previous Fiscal Year, and (v) pay the Guaranteed Amount, less (vi) an amount equal to the Developed Property Annual Special Tax Requirement, less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

“Final Subdivision” means a subdivision of property which occurred prior to January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, by recordation of a final map, parcel map, or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code Section 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision. Notwithstanding the above, a condominium plan for which one or more building permits have been issued but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Floor Area Ratio” means for Non-Residential – Commercial Property – 0.317; for Non-Residential – Industrial Property – 0.325; for Non-Residential – Institutional Property – 0.361; for Non-Residential – Office Property – 0.326; for Non-Residential – Auto Center – 0.084; and for Non-Residential – Other Non-Residential Property – 0.308.

“Guaranteed Amount” means, for any Fiscal Year, the lesser of (i) the Pro Rata Share for CFD No. 2013-3 (IA No. 10) of the annual amounts set forth in Exhibit B, or (ii) the sum of (a) the Pro Rata Share for CFD No. 2013-3 (IA No. 10) of the amount needed to finance Authorized Services described in the definition of “Authorized Services” in the Amended and Restated Development Agreement in such Fiscal Year as determined by the City, and (b) the Bond Costs associated with any Subordinate CFD No. 2013-3 (IA No. 10) Bonds issued on behalf of CFD No. 2013-3 (IA No. 10). The Guaranteed Amount collected in CFD No. 2013-3 (IA No. 10) may be used to finance Authorized Services described in the definition of “Authorized Services” in the Amended and Restated Development Agreement and to pay Bond Costs associated with Subordinate CFD No. 2013-3 (IA No. 10) Bonds issued on behalf of CFD No. 2013-3 (IA No. 10).

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 2013-3 (IA No. 10) Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Industrial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for manufacturing, production, research and development, storage and/or processing of goods, or for any other uses that are consistent with industrial land use designations as determined by the City.

“Institutional Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for education, including libraries and museums, or for any other uses that are consistent with institutional land use designations, as determined by the City.

“Intermediate Maximum Annual Special Tax” means the intermediate Maximum Annual Special Tax, determined in accordance with Section C herein, that can be levied in any Fiscal Year on any Assessor’s Parcel of Final Mapped Property or Undeveloped Property.

“Land Use Class” means any of the classes listed in Table 1, Table 2 or Exhibit A, herein.

“Lowest Price Point” is defined in Section C.1. herein.

“Maximum Annual Special Tax” means the maximum Annual Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Moderate Affordable Senior Units” means Dwelling Units that are designed for, and restricted to, persons or couples of whom one member is age 55 or older that is located on one or more Assessor’s Parcels of Residential Property that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City providing affordable

housing for households with incomes below 120% of the County median income (but not less than 80% of the County median income).

“Moderate Affordable Units” means Dwelling Units, other than Moderate Affordable Senior Units, that are located on one or more Assessor’s Parcels of Residential Property that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City providing affordable housing for households with incomes below 120% of the County median income (but not less than 80% of the County median income).

“Non-Residential Floor Area” means the total building square footage of the non-residential building(s) located on an Assessor’s Parcel, measured from outside wall to outside wall, not including space devoted to stairwells, public restrooms, lighted courts, vehicle parking and areas incident thereto, and mechanical equipment incidental to the operation of such building. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City, as reasonably determined by the CFD Administrator.

“Non-Residential Property” means any and each Assessor’s Parcel of Developed Property for which a building permit permitting the construction of one or more non-residential units or facilities has been issued by the City, or other governmental agency, including, but not limited to, Church Property.

“Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds” means any issue(s) of CFD No. 2013-3 (IA No. 10) Bonds that are not Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

“Office Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for: professional/medical offices, or for any other uses that are consistent with office land use designations, as determined by the City.

“One Time Special Tax” means the one-time Special Tax to be levied pursuant to Section D of this Rate and Method of Apportionment.

“Other Non-Residential Property” means all Non-Residential Property, excluding Auto Center Property, Commercial Property, Industrial Property, Church Property, Institutional Property, and Office Property.

“Outstanding Bonds” means all Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds which are outstanding under an Indenture.

“Overlapping Liens” means, in connection with the recalculation of the Value Limitation pursuant to Section C.1. and within a Land Use Class of Residential Property, estimated *ad valorem* property taxes and all direct and overlapping assessments, taxes, special taxes, and charges on the secured tax-roll of the County for a parcel/unit of Taxable Property assuming that the value of that parcel/unit is equal to the Lowest Price Point for that Land Use Class as set forth in the consultant’s report described in Section C.1 on the date indicated in the consultant’s report, excluding however, the Annual Special Taxes that would be levied on such parcel/unit of the Lowest Price Point pursuant to this Rate and Method of Apportionment.

“Prepayable Portion of the Special Tax” shall have the meaning set forth in Section I of this Rate and Method of Apportionment.

“Pro Rata Share” means the ratio calculated by dividing the anticipated Maximum Annual Special Tax to be levied at build out of CFD No. 2013-3 (IA No. 10) by the anticipated Maximum Annual Special Tax to be levied at build out for all improvement areas within CFD No. 2013-3 based on the Current CFD Buildout Plan, excluding the Maximum Annual Special Taxes anticipated to be paid by Zone 2 in IA No. 3. So long as there are no CFD No. 2013-3 (IA No. 10) Bonds outstanding, the City shall recalculate the Pro Rata Share to reflect current development assumptions in connection with any change proceedings conducted in CFD No. 2013-3 and in connection with the amendment of Table 1 and/or Table 2 of the rate and method of apportionment for any improvement area of CFD No. 2013-3. Notwithstanding the foregoing, the City shall not recalculate the Pro Rata Share to incorporate any prepayments of the Prepayable Portion of the Special Tax.

“Property Owner Association Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2013-3 (IA No. 10) for which the owner of record, as determined from the County Assessor’s secured tax roll for the Fiscal Year in which the Annual Special Tax is being levied, is a property owner’s association, including any master or sub-association, (ii) any property located in a Final Subdivision and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street, or (iii) any property which, as of the May 1 preceding the Fiscal Year for which the Special Tax is being levied, has been conveyed to a property owner’s association, including any master or sub-association, provided such conveyance is submitted to the CFD Administrator by May 1 preceding the Fiscal Year for which the Annual Special Tax is being levied.

“Proportionately” means, for Developed Property, that the ratio of the actual Annual Special Tax levy to the Maximum Annual Special Tax is equal for all Assessor’s Parcels of Developed Property. For Final Mapped Property, “Proportionately” means that the ratio of the actual Annual Special Tax levy per acre to the Maximum Annual Special Tax per acre is equal for all Assessor’s Parcels of Final Mapped Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual Annual Special Tax levy per acre to the Maximum Annual Special Tax per acre is equal for all Assessor’s Parcels of Undeveloped Property. The term “Proportionately” may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, a disproportionate levy shall be permissible for any Assessor’s Parcels in CFD No. 2013-3 (IA No. 10) to cover any delinquencies by a property owner.

“Public Property” means, for each Fiscal Year, all property within the boundaries of CFD No. 2013-3 (IA No. 10) that (i) is owned by, irrevocably offered or dedicated to, or leased to, the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased or with respect to which a possessory interest has been granted to a non-exempt person or entity by any of the foregoing entities, then pursuant to Section 53340.1 of the Act, such leasehold or possessory interest shall be taxed and classified according to its use, or (ii) is encumbered by a public easement making impractical its use for any purpose other than that set forth in the easement.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment for CFD No. 2013-3 (IA No. 10).

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor’s Parcel shall be made by reference to the building permit(s) issued for such Assessor’s Parcel.

“Residential Property” means any and each Assessor’s Parcel of Developed Property for which a building permit permitting the construction thereon of one or more residential Dwelling Units has been issued by the City, or other governmental agency, but specifically excluding Church Property.

“Resolution of Formation” means the resolution designating CFD No. 2013-3 (IA No. 10).

“Special Tax” or “Special Taxes” means, as the context requires either or both of the Annual Special Taxes and the One-Time Special Taxes that may be levied annually or only one-time, respectively, on one or more Assessor’s Parcels of Taxable Property within CFD No. 2013-3 (IA No. 10) pursuant to this Rate and Method of Apportionment.

“State” means the State of California.

“Subordinate CFD No. 2013-3 (IA No. 10) Bonds” means any CFD No. 2013-3 (IA No. 10) Bonds that are subordinate to any current or future CFD No. 2013-3 (IA No. 10) Bonds and that meet the requirements set forth in the Amended and Restated Development Agreement.

“Taxable Property” means, each Fiscal Year, all of the Assessor’s Parcels within the boundaries of CFD No. 2013-3 (IA No. 10) which are not exempt from the Special Tax pursuant to applicable law or Section F below, as of July 1st of that Fiscal Year.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section F below.

“Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement” means, so long as the amount required is not less than zero, that amount of Annual Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on the Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2013-3 (IA No. 10) Bonds, (iii) pay for Administrative Expenses, and (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Annual Special Tax levied in the previous Fiscal Year, less (v) an amount equal to the Developed Property Annual Special Tax Requirement, less (vi) the amount of the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement levied on Final Mapped Property and Undeveloped Property in such Fiscal Year, less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section F below.

“Total Floor Area” means the sum of the Residential Floor Area plus the Non-Residential Floor Area located on an Assessor’s Parcel.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Property Owner Association Property, or Taxable Public Property.

“Value Limitation” as recalculated separately for each Land Use Class at the time(s) set forth in Section C.1 means (i) the Annual Special Tax rate for a Land Use Class of Residential Property calculated as the difference between (A) the Lowest Price Point within such Land Use Class as determined by the third-party consultant in a report pursuant to Section C.1 herein multiplied by two percent (2%) and (B) the Overlapping Liens plus a sufficient amount to pay the assumed Irvine Ranch Water District assessments (to the extent not included within Overlapping Liens and subject to the limitations set forth in the Amended and Restated Development Agreement) for a residential unit assumed to have a value equal to the same Lowest Price Point used in subparagraph (A) above, as calculated by the CFD Administrator; (ii) that the amount of the Annual Special Tax rates for each Non-Residential Property Land Use Class identified in Table 1 and expressed as an amount per square foot of Non-Residential Floor Area, shall not exceed the product of (a) one and one hundred thirty-nine thousandths percent (1.139%) and (b) the per square foot value of land (as determined by the third-party appraisal described in Section C.1) located within CFD No. 2013-3 (IA No. 10) for each Non-Residential Property Land Use Class, divided by the Floor Area Ratio for the applicable Land Use Class; and (iii) that the amount of the Annual Special Tax rates for each Non-Residential Property Land Use Class set forth in Table 1 herein and expressed as an amount per Acre, shall not exceed the product of (a) the amount per square foot of Non-Residential Floor Area calculated in (ii) above for each Non-Residential Property Land Use Class, (b) the Floor Area Ratio for the applicable Land Use Class, and (c) 43,560.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2013-3 (IA No. 10) shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, or Taxable Public Property, and shall be subject to Annual Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and E herein.

C. MAXIMUM ANNUAL SPECIAL TAX RATE

1. Annual Special Tax

Residential Property shall be assigned to Land Use Classes 1 through 30 as listed in Table 1 herein based on the description and the Residential Floor Area for each Dwelling Unit as designated in Table 1. Non-Residential Property shall be assigned to Land Use Classes 31 through 36. Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Maximum Annual Special Tax rates for Residential Property and the Maximum Annual Special Tax rates for Non-Residential Property (set forth in Table 1) shall be reduced in accordance with, and subject to, the conditions set forth in this Section C.1, without the need for any proceedings to make changes permitted under the Act.

Upon the earlier of (i) one hundred twenty (120) calendar days before the projected execution date of a bond purchase agreement for the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as determined by the City, or (ii) the written request of the Developer submitted to the City within two hundred and seventy (270) calendar days before the projected date of issuance of the first building permit permitting the construction of a non-model residential

building for a Land Use Class within CFD No. 2013-3 (IA No. 10), a third-party consultant selected by the City shall be engaged (within thirty days after the applicable trigger date) to determine (A) the expected base (i.e., without any optional upgrades included) sales prices of the residential units within each Land Use Class based upon the anticipated base sales prices to end users at the time of calculation and (B) from those expected base sales prices, the lowest base sales price within such Land Use Class (hereafter referred to as the “Lowest Price Point”). If the City determines that the Lowest Price Point for a Land Use Class is equal to or greater than the price point that was used to establish the Maximum Annual Special Tax rates for such Land Use Class shown in Table 1, then there shall be no recalculation of the Maximum Annual Special Tax rates for such Land Use Class. If, however, the City determines that the Lowest Price Point for a Land Use Class is less than the price point that was used to establish the Maximum Annual Special Tax rates for such Land Use Class shown in Table 1, then the Maximum Annual Special Tax rate for Residential Property in such Land Use Class (as reflected in Table 1) shall be reduced to the amount necessary to comply with its recalculated Value Limitation. The reduction shall occur within thirty (30) calendar days of the completion of the third-party consultant's report.

Upon the earlier of (i) one hundred and twenty (120) calendar days before the projected execution date of a bond purchase agreement for the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as determined by the City, or (ii) the written request of the Developer submitted to the City within two hundred and seventy (270) calendar days before the projected date of issuance of the first building permit permitting the construction of a non-residential building for a Land Use Class within CFD No. 2013-3 (IA No. 10), a third-party appraiser selected by the City shall be engaged (within thirty days after the applicable trigger date) to determine the value of the Non-Residential Property within each Land Use Class at the time of calculation. Based upon the report of the appraiser, if the City so determines that the per square foot and per Acre Maximum Annual Special Tax rates, as reflected in Table 1 herein, exceed the recalculated Value Limitation for Non-Residential Property for a Land Use Class, then the per square foot and per Acre Maximum Annual Special Tax rates for such Non-Residential Property Land Use Class (as reflected in Table 1) that exceeds its recalculated Value Limitation shall be reduced to the amount necessary to comply with its recalculated Value Limitation, provided, however, that the Maximum Annual Special Tax rates for Non-Residential Property do not fall below \$0.416 per square foot of Non-Residential Floor Area. The reduction shall occur within thirty (30) calendar days of the completion of the third-party appraiser's report.

Notwithstanding the above, if, and to the extent, the recalculation of the Maximum Annual Special Tax rates for Residential Property and per square foot and per Acre Maximum Annual Special Tax rates for Non-Residential Property are triggered by the projected issuance of a building permit, the recalculation(s) shall only be completed for those Land Use Classes for which a building permit is expected to be issued within 270 days. If, and to the extent, the recalculation of the Maximum Annual Special Tax rates for Residential Property and per square foot and per Acre Maximum Annual Special Tax rates for Non-Residential Property are triggered by the projected execution of a bond purchase agreement within 120 days as determined by the City, the recalculation(s) shall be completed for all Land Use Classes within CFD No. 2013-3 (IA No. 10) that have not previously experienced a reduction in their Maximum Annual Special Tax rates (for Residential Property) or their Maximum Annual Special Tax rates (for Non-Residential Property).

Each Maximum Annual Special Tax rate reduction for a Land Use Class pursuant to this Section C.1, shall be calculated separately, as reasonably determined by the CFD Administrator, without regard to Maximum Annual Special Tax rate reductions that may be applicable to another Land

Use Class, and it shall not be required that a reduction in the Maximum Annual Special Tax rate for one Land Use Class be proportionate to reductions in Maximum Annual Special Tax rates for any other Land Use Class. If the Maximum Annual Special Tax rates for a Land Use Class do not require reduction as set forth in this Section C.1, then those Maximum Annual Special Tax rates set forth in Table 1 shall not be reduced irrespective of any reductions made to other Maximum Annual Special Tax rates. The reductions required pursuant to this Section C.1 shall be reflected in an amended notice of special tax lien which the City shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit A.

The Value Limitation does not limit the Maximum Annual Special Tax rates set forth in Table 1 that are levied against Taxable Property unless a recalculation of the Maximum Annual Special Tax rates is required by this Section C.1.

(a) Developed Property

(i) Maximum Annual Special Tax

The Maximum Annual Special Tax that may be levied and escalated as explained further in Section C.1.(a)(ii) below in any Fiscal Year for each Assessor's Parcel classified as Developed Property is shown below in Table 1.

TABLE 1

**Maximum Annual Special Tax for Developed Property
Improvement Area No. 10 of CFD No. 2013-3
Fiscal Year 2018-2019**

Land Use Class	Description	Maximum Annual Special Tax
1	DETACHED RESIDENTIAL PROPERTY (=> 5,700 SF)	\$20,782 Per Dwelling Unit
2	DETACHED RESIDENTIAL PROPERTY (5,450 SF - 5,699 SF)	\$19,945 Per Dwelling Unit
3	DETACHED RESIDENTIAL PROPERTY (5,200 SF - 5,449 SF)	\$19,106 Per Dwelling Unit
4	DETACHED RESIDENTIAL PROPERTY (4,950 SF - 5,199 SF)	\$18,269 Per Dwelling Unit
5	DETACHED RESIDENTIAL PROPERTY (4,700 SF - 4,949 SF)	\$17,430 Per Dwelling Unit
6	DETACHED RESIDENTIAL PROPERTY (4,450 SF - 4,699 SF)	\$16,591 Per Dwelling Unit
7	DETACHED RESIDENTIAL PROPERTY (4,200 SF - 4,449 SF)	\$15,753 Per Dwelling Unit
8	DETACHED RESIDENTIAL PROPERTY (3,950 SF - 4,199 SF)	\$14,925 Per Dwelling Unit
9	DETACHED RESIDENTIAL PROPERTY (3,700 SF - 3,949 SF)	\$14,443 Per Dwelling Unit
10	DETACHED RESIDENTIAL PROPERTY (3,450 SF - 3,699 SF)	\$14,047 Per Dwelling Unit
11	DETACHED RESIDENTIAL PROPERTY (3,200 SF - 3,449 SF)	\$12,579 Per Dwelling Unit
12	DETACHED RESIDENTIAL PROPERTY (2,950 SF - 3,199 SF)	\$11,663 Per Dwelling Unit
13	DETACHED RESIDENTIAL PROPERTY (2,700 SF - 2,949 SF)	\$10,889 Per Dwelling Unit
14	DETACHED RESIDENTIAL PROPERTY (2,450 SF - 2,699 SF)	\$9,927 Per Dwelling Unit

Land Use Class	Description	Maximum Annual Special Tax
15	DETACHED RESIDENTIAL PROPERTY (2,200 SF - 2,449 SF)	\$9,048 Per Dwelling Unit
16	DETACHED RESIDENTIAL PROPERTY (1,950 SF - 2,199 SF)	\$8,378 Per Dwelling Unit
17	DETACHED RESIDENTIAL PROPERTY (1,700 SF - 1,949 SF)	\$7,472 Per Dwelling Unit
18	DETACHED RESIDENTIAL PROPERTY (< 1,700 SF)	\$7,375 Per Dwelling Unit
19	ATTACHED RESIDENTIAL PROPERTY (>= 2,600 SF)	\$8,517 Per Dwelling Unit
20	ATTACHED RESIDENTIAL PROPERTY (2,400 SF – 2,599 SF)	\$7,998 Per Dwelling Unit
21	ATTACHED RESIDENTIAL PROPERTY (2,200 SF – 2,399 SF)	\$7,478 Per Dwelling Unit
22	ATTACHED RESIDENTIAL PROPERTY (2,000 SF – 2,199 SF)	\$6,959 Per Dwelling Unit
23	ATTACHED RESIDENTIAL PROPERTY (1,800 SF – 1,999 SF)	\$6,439 Per Dwelling Unit
24	ATTACHED RESIDENTIAL PROPERTY (1,600 SF – 1,799 SF)	\$6,049 Per Dwelling Unit
25	ATTACHED RESIDENTIAL PROPERTY (1,400 SF – 1,599 SF)	\$5,582 Per Dwelling Unit
26	ATTACHED RESIDENTIAL PROPERTY (1,200 SF – 1,399 SF)	\$4,881 Per Dwelling Unit
27	ATTACHED RESIDENTIAL PROPERTY (1,000 SF – 1,199 SF)	\$4,361 Per Dwelling Unit
28	ATTACHED RESIDENTIAL PROPERTY (800 SF – 999 SF)	\$3,842 Per Dwelling Unit
29	ATTACHED RESIDENTIAL PROPERTY (< 800 SF)	\$3,712 Per Dwelling Unit
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	\$0 Per Dwelling Unit
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$22,869 per Acre, when applied, whichever is greater
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$23,446 per Acre, when applied, whichever is greater
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$26,043 per Acre, when applied, whichever is greater
34	NON-RESIDENTIAL – OFFICE PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$23,518 per Acre, when applied, whichever is greater
35	NON-RESIDENTIAL – AUTO CENTER	\$5.54 per square foot of Non-Residential Floor Area or \$20,279 per Acre, when applied, whichever is greater
36	OTHER NON-RESIDENTIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$22,219 per Acre, when applied, whichever is greater

(ii) Increase in the Maximum Annual Special Tax

The Fiscal Year 2018-2019 Maximum Annual Special Tax, identified in Table 1 above, as such Table may be amended and restated in full pursuant to this Rate and Method of Apportionment, shall increase thereafter (i) commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter through the Fiscal Year in which the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were issued occurs, by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year; and (ii) commencing in the Fiscal Year following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were issued, by an amount equal to three percent (3%) of the Maximum Annual Special Tax as determined following the partial termination of the Special Tax as set forth in Section J, and on July 1 of each Fiscal Year thereafter by an amount equal to three percent (3%) of the amount in effect for the previous Fiscal Year.

(iii) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Annual Special Taxes levied on an Assessor's Parcel shall be the sum of the Maximum Annual Special Taxes for all Land Use Classes located on that Assessor's Parcel. If an Assessor's Parcel of Developed Property includes both Residential Property and Non-Residential Property, the Acreage to be assigned to the Non-Residential Property for purposes of establishing the Annual Special Tax shall equal the total Acreage of the Assessor's Parcel multiplied by the Non-Residential Floor Area on the Assessor's Parcel, the product of which shall be divided by Total Floor Area on the Assessor's Parcel. Furthermore, for a condominium plan, if only a portion of its building permits have been issued, the remaining portion of the condominium plan shall be considered Final Mapped Property. The CFD Administrator's allocation to each type of property shall be final.

(b) Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property

(i) Intermediate Maximum Annual Special Tax

The Fiscal Year 2018-2019 Intermediate Maximum Annual Special Tax for each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be \$61,049 per Acre, and shall increase thereafter, commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Intermediate Maximum Annual Special Tax for the previous Fiscal Year.

(ii) Maximum Annual Special Tax

The Fiscal Year 2018-2019 Maximum Annual Special Tax for each Assessor's Parcel of Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be \$95,769 per Acre, and shall increase thereafter, commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Special Tax for the previous Fiscal Year.

D. ONE-TIME SPECIAL TAX

All of the requirements of this Section D, which describes the One-Time Special Tax that may result from a change in development as determined pursuant to this Section D, shall only apply after the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, with the exception of disclosure-related requirements discussed under Section D.6, which apply both before and after the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds. The provisions of this Section D shall not be impacted by the issuance of any Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

The following additional definitions apply to this Section D:

“Authorized Bonded Indebtedness” means \$120,000,000.

“Bond Issuance Development Phase Table” means a table, to be included herein as Table 2, which is prepared by the CFD Administrator after the submittal of a Bond Issuance Development Plan. Within the Bond Issuance Development Phase Table, each existing or prospective building permit for Residential Property shall be assigned to Land Use Classes 1 through 30 for each Development Phase, and each existing or prospective building permit of Non-Residential Property shall be assigned to Land Use Classes 31 through 36 for each Development Phase. If no Development Phases have been identified in the Bond Issuance Development Plan, such Dwelling Units and Non-Residential Property shall be listed by Land Use Classes for the entire CFD No. 2013-3 (IA No. 10).

“Bond Issuance Development Plan” means a development plan for CFD No. 2013-3 (IA No. 10) (i) submitted by the Developer immediately prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, and (ii) approved by the CFD Administrator, as updated for each subsequent series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds. The Bond Issuance Development Plan shall identify the number of Dwelling Units and the Land Use Class for each existing or anticipated Dwelling Unit in each Development Phase, and if applicable, identify the existing or anticipated Non-Residential Property Acreage and Non-Residential Floor Area, if available, by Land Use Class anticipated to be constructed within each Development Phase. If no Development Phases have been identified in the Development Plan, such Dwelling Units, Acreage and Non-Residential Floor Area shall be listed by Land Use Classes for the entire CFD No. 2013-3 (IA No. 10).

“City Building and Safety Division” means the building and safety division of the City's Community Development Department.

“Compliance Letter” means a letter from the CFD Administrator notifying the property owner that (i) no One-Time Special Tax is due for the anticipated Residential Property and/or Non-Residential Property listed in the Compliance Letter, or (ii) any One-Time Special Tax that was due for the Residential Property and/or Non-Residential Property listed in the Compliance Letter has been paid in full by the property owner. However, the terms of a Compliance Letter only apply (A) if the building permits actually issued for such Residential Property reflect numbers of Dwelling Units and Land Use Classes that are identical to those listed in the Compliance Letter, and (B) if the building permits actually issued for such Non-Residential Property reflect Land Use Classes, Non-Residential Floor Area and Acreage, that are identical to those listed in the

Compliance Letter.

“Development Phase” means a tract map, planning area, or geographic area representing an expected construction phase planned to be developed by one or more merchant builders at the time the Bond Issuance Development Plan is submitted by the Developer and approved by the CFD Administrator. A Development Plan shall designate the geographic area included within each Development Phase by Assessor's Parcels or tract and lot numbers.

“IA No. 10 Buildout” means the completion of all proposed development in IA No. 10, as proposed by the Developer and approved by the City.

“Maximum One-Time Special Tax” means the maximum One-Time Special Tax, determined in accordance with Section D, which can be levied on an Assessor's Parcel and collected by the One-Time Special Tax Payment Date.

“Non-Compliant Property” means an Assessor's Parcel of Pending Property that generates a need for a One-Time Special Tax as calculated under Section D.3.

“One-Time Special Tax Account” means the funds or accounts (regardless of their names) identified in the Indenture to hold all or a portion of the payments of the One-Time Special Tax received from property owners within CFD No. 2013-3 (IA No. 10).

“One-Time Special Tax Payment Date” means, for an Assessor's Parcel, the later of (i) 30 days after the date of the bill distributed by the CFD Administrator requesting the payment of a One-Time Special Tax, or (ii) 30 days after the issuance of a building permit.

“Pending Development” means Projected Residential Property and Projected Non-Residential Property for which (i) a Compliance Letter has been requested, (ii) building permits have recently been issued that were located on Assessor's Parcels that were not included in a previously-issued Compliance Letter, or (iii) building permits have recently been issued for Assessor's Parcels that were included in a previously-issued Compliance Letter that has been nullified pursuant to Section D.1., because the Projected Residential Property and Projected Non-Residential Property delineated in the actual building permits for such Assessor's Parcels are not consistent with the development listed in the previously-issued Compliance Letter.

“Projected Non-Residential Property” means anticipated Non-Residential Property for which the CFD Administrator has not yet determined whether or not a One-Time Special Tax shall be levied, or for which such determination has been nullified pursuant to Section D.1.

“Projected Residential Property” means anticipated Dwelling Units of Residential Property for which the CFD Administrator has not yet determined whether or not a One-Time Special Tax shall be levied, or for which such determination has been nullified pursuant to Section D.1.

“Total Assumed Annual Special Taxes” means the total estimated Annual Special Taxes that would be levied at IA No. 10 Buildout, assuming the construction of 671 Dwelling Units, and shall be calculated by dividing the Bond Authorization by twenty-one (21). This defined term shall only be used for purposes of calculating a Maximum One-Time Maximum Special Tax under Section D.6, and shall not be employed in the actual calculation of a One-Time Special Tax for an Assessor's Parcel.

“Total Expected Non-Residential Property Acreage” means the total amount of Acreage of Non-Residential Property expected to be developed in each Development Phase based on the Bond Issuance Development Plan, or if no Development Phases have been identified, for the entire CFD No. 2013-3 (IA No. 10).

“Total Number of Expected Dwelling Units” means the total number of Dwelling Units expected to be constructed in each Development Phase based on the Bond Issuance Development Plan, or if no Development Phases have been identified, for the entire CFD No. 2013-3 (IA No. 10).

“Update Property” means an Assessor’s Parcel of Final Mapped Property or Undeveloped Property for which a building permit was issued after May 1 of the Fiscal Year preceding the current Fiscal Year.

“Updated Development Phase Table” means a table prepared by the CFD Administrator reflecting the existing Residential Property and Non-Residential Property and the Projected Residential Property and Non-Residential Property to be constructed in a Development Phase, as revised pursuant to Section D.3.

1. Development Utilizing Optional Compliance Letter

(a) Property Owner Request for Compliance Letter

(i) Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, a property owner may, prior to the issuance of a building permit for construction of any Residential Property for a specific Assessor’s Parcel, tract or lot, request a Compliance Letter from the CFD Administrator to determine whether or not such property owner will be required to pay a One-Time Special Tax. The request from the property owner shall contain a list of all Residential Property for which the property owner is requesting a Compliance Letter, and shall identify the Development Phase(s), if any, within which the Residential Property is expected by the property owner to be located. The property owner shall also submit the Assessor’s Parcel or tract and lot numbers on which the Residential Property is to be constructed, and the Land Use Class for each residential Dwelling Unit associated with the Residential Property.

(ii) Non-Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, a property owner may, prior to the issuance of a building permit for construction of any Non-Residential Property for a specific Assessor’s Parcel, tract, or lot, request a Compliance Letter from the CFD Administrator to determine whether or not such property owner will be required to pay a One-Time Special Tax. The request from the property owner shall contain the final map, parcel map, or lot line adjustment for which the property owner is requesting a Compliance Letter, as well as identify the Development Phase(s) within which the

Non-Residential Property is expected by the property owner to be located. The property owner shall also submit the Assessor's Parcel or tract and lot numbers on which the Non-Residential Property is to be constructed, the Non-Residential Floor Area and Acreage for such Assessor's Parcel or tract and lot numbers, and the Land Use Class into which such development should be assigned.

(b) Issuance of Compliance Letter

(i) Residential Property

The number of residential Dwelling Units by Land Use Class in each Development Phase, if any, as listed in the Bond Issuance Development Phase Table, shall be reviewed by the CFD Administrator upon the receipt of a request from a property owner for a Compliance Letter. The CFD Administrator shall assign each Dwelling Unit identified in such request to Land Use Classes 1 through 30 for the applicable Development Phase within which such Dwelling Unit is to be located. If the CFD Administrator determines for Land Use Classes 1-30 that (i) the number of Dwelling Units of Projected Residential Property being requested for a specific Land Use Class in a Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in that Development Phase, does not exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total number of Dwelling Units anticipated to be constructed in the Development Phase as a result of this request is not less than the Total Number of Expected Dwelling Units reflected in the Bond Issuance Development Phase Table for that Development Phase, then a Compliance Letter shall be awarded to the property owner stating that no One-Time Special Tax shall be levied on the Projected Residential Property in the specific Land Use Classes proposed in the request from the property owner. This Compliance Letter shall be forwarded to the property owner by the CFD Administrator and shall list, by Land Use Class and Assessor's Parcel, the Residential Property that shall be exempt from the One-Time Special Tax.

However, should the CFD Administrator determine that (i) the number of Dwelling Units of Projected Residential Property being requested for a specific Land Use Class in the Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total number of such Dwelling Units to exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total number of Dwelling Units anticipated to be constructed in the entire Development Phase as a result of the request would decrease the number of Dwelling Units to be constructed to below the Total Number of Expected Dwelling Units for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then a Compliance Letter shall not be issued prior to the CFD Administrator determining if a One-Time Special Tax shall be required.

The CFD Administrator shall monitor the issuance of building permits by the City

within CFD No. 2013-3 (IA No. 10) on a weekly basis prior to IA No. 10 Buildout. If a property owner receives a Compliance Letter for Residential Property that is Pending Development and should that property owner be issued a building permit to construct a building that is not consistent with the Projected Residential Property listed in the Compliance Letter, such Compliance Letter shall be nullified, and a new review of such Residential Property shall be conducted by the CFD Administrator, as called for under Section D.2, below, based on the development identified on the building permit.

(ii) Non-Residential Property

The amount of Non-Residential Property Acreage and Non-Residential Floor Area by Land Use Class in each Development Phase, if any, as listed in the Bond Issuance Development Phase Table, shall be reviewed by the CFD Administrator upon the receipt of a request from a property owner for a Compliance Letter. The CFD Administrator shall assign each Acre of Non-Residential Property identified in such request to Land Use Classes 31 through 36 in the applicable Development Phase within which such Acreage and Non-Residential Floor Area is to be located. If the CFD Administrator determines for Land Use Classes 31-36 that (i) the amount of Non-Residential Property Acreage being requested for a specific Land Use Class in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of the request is not less than the Total Expected Non-Residential Property Acreage reflected in the Bond Issuance Development Phase Table for that Development Phase, then a Compliance Letter shall be awarded to the property owner stating that no One-Time Special Tax shall be levied on the Projected Non-Residential Property in the specific Land Use Classes proposed in the request from the property owner. This One-Time Special Tax Compliance Letter shall be forwarded to the property owner by the CFD Administrator listing, by Land Use Class and Assessor's Parcel, the Non-Residential Property that shall be exempt from the One-Time Special Tax.

However, should the CFD Administrator determine that (i) the amount of Non-Residential Property Acreage being requested for such Land Use Class in the Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total amount of Non-Residential Property Acreage to exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed for the entire Development Phase as a result of the request would decrease the amount of Non-Residential Property Acreage to be constructed to below the Total Expected Non-Residential Property Acreage for the entire Development Phase reflected in the Bond Issuance Development Phase

Table, then a Compliance Letter shall not be issued prior to the CFD Administrator determining if a One-Time Special Tax shall be required.

The CFD Administrator shall monitor the issuance of building permits by the City within CFD No. 2013-3 (IA No. 10) on a weekly basis prior to IA No. 10 Buildout. If a property owner receives a Compliance Letter for the development of Non-Residential Property that is Pending Development, and should that property owner be issued a building permit to construct a building that is not consistent with the Projected Non-Residential Property listed in the Compliance Letter, such Compliance Letter shall be nullified, and a new review of such Non-Residential Property shall be conducted by the CFD Administrator, as called for under Section D.2., below, based on the development identified on the building permit.

2. Development Not Utilizing Optional Compliance Letter

(a) Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the CFD Administrator shall, no less frequently than once each week prior to IA No. 10 Buildout, obtain from the City Building and Safety Division a list of building permits for Residential Property within CFD No. 2013-3 (IA No. 10) that have been issued during the period since the CFD Administrator last obtained such building permit information. The CFD Administrator shall determine those building permit issuances for which Compliance Letters have not already been issued, and shall identify the Assessor's Parcels or tract and lot numbers on which the construction that is the subject of such permit issuances is taking place, and the Development Phase and Land Use Class for each Dwelling Unit that is Pending Development. Such determination shall be completed within 15 days of the CFD Administrator's obtaining the building permit data from the City Building Department.

If the CFD Administrator determines for Land Use Classes 1-30 that (i) the number of Dwelling Units for which building permits have been issued for a specific Land Use Class in a Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total number of Dwelling Units anticipated to be constructed in the Development Phase as a result of these building permits, as provided by the Developer and approved by the City, is not less than the Total Number of Expected Dwelling Units reflected in the Bond Issuance Development Phase Table for that Development Phase, then no One-Time Special Tax shall be levied on the Assessor's Parcels or lots on which such development is occurring.

However, should the CFD Administrator determine that (i) the Dwelling Units for such Land Use Class included in these building permits for a Development Phase, plus those previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total

number of such Dwelling Units to exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total number of Dwelling Units anticipated to be constructed in the entire Development Phase as a result of the request would decrease the number of Dwelling Units to be constructed to below the Total Number of Expected Dwelling Units for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then the CFD Administrator shall undertake the calculations listed under this Section D to determine whether or not a One-Time Special Tax shall be levied on this Residential Property.

(b) Non-Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the CFD Administrator shall, no less frequently than once each week, obtain from the City Building and Safety Division a list of the building permits for Non-Residential Property within CFD No. 2013-3 (IA No. 10) that have been issued during the period since the CFD Administrator last obtained such building permit information. The CFD Administrator shall determine those building permit issuances for which Compliance Letters have not already been issued, and shall identify the Assessor's Parcels or tract and lot numbers on which the construction that is the subject of such permit issuances is taking place, and the Land Use Class for the Non-Residential Property that is Pending Development. Such determination shall be completed within 15 days of the CFD Administrator's obtaining the building permit data from the City Building Department.

The CFD Administrator shall assign the Acreage of Non-Residential Property being requested to Land Use Classes 31 through 36 in the applicable Development Phase within which such Non-Residential Property Acreage is to be located based on the type of use. If the CFD Administrator determines for Land Use Classes 31-36 that (i) the amount of Non-Residential Property Acreage associated with a building permit for a specific Land Use Class in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table, and (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of the building permit, as submitted by the Developer and approved by the City, is not less than the Total Expected Non-Residential Property Acreage reflected in the Bond Issuance Development Phase Table for the Development Phase, then no One-Time Special Tax shall be levied on such Non-Residential Property.

However, should the CFD Administrator determine that (i) the Non-Residential Property Acreage for such Land Use Class included in this building permit in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total Non-Residential Property Acreage to exceed the Total Expected Non-Residential Property Acreage for that

Land Use Class as listed in the Bond Issuance Development Phase Table for the Development Phase, or (ii) the total Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of this building permit would decrease the amount of Non-Residential Property Acreage to be constructed to below the Total Expected Non-Residential Property Acreage for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then the CFD Administrator shall undertake the calculations listed under this Section D to determine whether or not a One-Time Special Tax shall be levied on this Non-Residential Property.

TABLE 2**BOND ISSUANCE DEVELOPMENT PHASE TABLE**

**Expected Residential Dwelling Units and Non-Residential Property Acreage per Land Use Class
Improvement Area No. 10 of CFD No. 2013-3**

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
1	DETACHED RESIDENTIAL (=> 5,700 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2	DETACHED RESIDENTIAL (5,450 SF - 5,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
3	DETACHED RESIDENTIAL (5,200 SF - 5,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4	DETACHED RESIDENTIAL (4,950 SF – 5,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5	DETACHED RESIDENTIAL (4,700 SF - 4,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
6	DETACHED RESIDENTIAL (4,450 SF - 4,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
7	DETACHED RESIDENTIAL (4,200 SF - 4,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
8	DETACHED RESIDENTIAL (3,950 SF - 4,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
9	DETACHED RESIDENTIAL (3,700 SF - 3,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
10	DETACHED RESIDENTIAL (3,450 SF - 3,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
11	DETACHED RESIDENTIAL (3,200 SF - 3,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
12	DETACHED RESIDENTIAL (2,950 SF - 3,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
13	DETACHED RESIDENTIAL (2,700 SF - 2,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
14	DETACHED RESIDENTIAL (2,450 SF - 2,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
15	DETACHED RESIDENTIAL (2,200 SF - 2,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
16	DETACHED RESIDENTIAL (1,950 SF - 2,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
17	DETACHED RESIDENTIAL (1,700 SF - 1,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
18	DETACHED RESIDENTIAL (< 1,700 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
19	ATTACHED RESIDENTIAL (=> 2,600 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
20	ATTACHED RESIDENTIAL (2,400 SF – 2,599 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
21	ATTACHED RESIDENTIAL (2,200 SF – 2,399 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
22	ATTACHED RESIDENTIAL (2,000 SF – 2,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
23	ATTACHED RESIDENTIAL (1,800 SF – 1,999 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
24	ATTACHED RESIDENTIAL (1,600 SF – 1,799 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
25	ATTACHED RESIDENTIAL (1,400 SF – 1,599 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
26	ATTACHED RESIDENTIAL (1,200 SF – 1,399 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
27	ATTACHED RESIDENTIAL (1,000 SF – 1,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
28	ATTACHED RESIDENTIAL (800 SF – 999 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
29	ATTACHED RESIDENTIAL (< 800 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TOTAL NUMBER OF EXPECTED DWELLING UNITS (LAND USE CLASSES 1-30)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
34	NON-RESIDENTIAL – OFFICE PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
35	NON-RESIDENTIAL – AUTO CENTER	TBD	TBD	TBD	TBD	TBD	TBD	TBD
36	OTHER NON-RESIDENTIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TOTAL EXPECTED NON-RESIDENTIAL PROPERTY ACREAGE/FLOOR AREA (LAND USE CLASSES 31-36)	TBD	TBD	TBD	TBD	TBD	TBD	TBD

3. Calculation of One-Time Special Tax

If a One-Time Special Tax calculation is required as determined by the CFD Administrator pursuant to Section D.1 or Section D.2., for any Pending Development, the CFD Administrator shall review the Bond Issuance Development Phase Table with respect to the applicable Development Phase(s) in consultation with the current property owner(s) for all remaining Final Mapped Property and Undeveloped Property within such Development Phase, and shall prepare an Updated Development Phase Table identifying the revised number of Dwelling Units and/or the amount of Non-Residential Property Acreage anticipated within each Land Use Class for that Development Phase. If no Development Phases are included in the Bond Issuance Development Phase Table, such analysis shall be applied to the entire CFD No. 2013-3 (IA No. 10), as shall the analyses cited throughout this Section D.3. The CFD Administrator shall not be responsible for any delays in preparing the Updated Development Phase Table that result from a refusal on the part of one or more current property owners of Final Mapped Property or Undeveloped Property within the applicable Development Phase to provide information on their future development. If such a refusal on the part of one or more current property owners persists for more than 14 days, the CFD Administrator shall rely on the Residential Property and/or Non-Residential Property identified in the Bond Issuance Development Phase Table for the Final Mapped Property and/or Undeveloped Property within the applicable Development Phase.

The CFD Administrator shall then review the Updated Development Phase Table and determine the One-Time Special Tax, if any, to be levied on the applicable Assessor's Parcels of Pending Development being analyzed. The calculations shall be undertaken by the CFD Administrator, based on the data in the applicable Updated Development Phase Table, as follows:

- Step 1. Compute the sum of the Annual Special Tax revenues authorized to be levied on all Developed Property and Update Property within the applicable Development Phase, plus the sum of the Annual Special Tax revenues authorized to be levied on all future development within the applicable Development Phase as identified in the Updated Development Phase Table assuming IA No. 10 Buildout, as determined by the CFD Administrator in consultation with the property owner(s).
- Step 2. Determine the Annual Special Tax revenues expected to be generated by the applicable Development Phase based on the Bond Issuance Development Phase Table.
- Step 3. If the total sum computed pursuant to Step 1 is greater than or equal to the amount computed pursuant to Step 2, then no One-Time Special Tax shall be required and a Compliance Letter shall be awarded to the property owner by the CFD Administrator for all Pending Development. If the total sum computed pursuant to Step 1 is less than the amount computed pursuant to Step 2, subtract the amount computed pursuant to Step 1 from the amount computed pursuant to Step 2 (hereinafter called the "Remaining Amount"), then continue to Step 4.
- Step 4. Determine the Annual Special Tax revenues expected to be generated by all Development Phases based on the Bond Issuance Development Phase Table.

- Step 5. Multiply the amount of Outstanding Bonds by a fraction, the numerator of which is the Remaining Amount computed for such Development Phase in Step 3, and the denominator of which is the amount computed for all Development Phases in Step 4. The result is the amount of Outstanding Bonds that can be supported by the shortfall computed pursuant to Step 3. Round up the amount determined under this Step 5 to the nearest increment of \$5,000 to compute the amount of Outstanding Bonds to be redeemed.
- Step 6. Multiply the amount computed pursuant to Step 5 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed.
- Step 7. Compute the amount needed to pay interest on the amount computed pursuant to Step 5 from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest possible redemption date for the Outstanding Bonds, and subtract therefrom the estimated amount of interest earnings to be derived from the reinvestment of the amounts computed pursuant to Step 5 and Step 6 until such redemption.
- Step 8. Determine all of the administrative costs associated with implementing the One-Time Special Tax, including the costs of computation of the One-Time Special Tax, the costs to invest the One-Time Special Tax proceeds and the costs of redeeming Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds.
- Step 9. A reserve fund credit shall be determined. The credit shall equal the lesser of: (a) the expected reduction in the reserve requirement (as specified in the Indenture), if any, associated with the redemption of Outstanding Bonds with proceeds of the One-Time Special Tax, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds with proceeds of the One-Time Special Tax from the balance in the reserve fund on the determination date of the One-Time Special Tax, but in no event shall such amount be less than zero. No reserve fund credit shall be granted if the amount then on deposit in the reserve fund for the Outstanding Bonds is below 100% of the reserve requirement (as defined in the Indenture).
- Step 10. The One-Time Special Tax is equal to the sum of the amounts computed pursuant to Steps 5, 6, 7 and 8, less the credit computed pursuant to Step 9.

4. Billing and Collection of One-Time Special Tax

The One-Time Special Tax for any Development Phase, as calculated above, shall be levied by means of direct billing of the owners of the Assessor's Parcels for all Pending Development in that Development Phase that has been found to be Non-Compliant Property. The total One-Time Special Taxes required as a result of an Assessor's Parcel of Non-Compliant Property shall be divided proportionately among all of the Pending Development owned by the property owner of such Assessor's Parcel, based on the relative amount of Annual Special Taxes to be levied on and applied to the Assessor's Parcels of Pending Development owned by such property owner in the next Fiscal Year. The resulting One-Time Special Tax levied on each Assessor's Parcel of Pending Development owned by such property owner shall have the same priority and bear the

same proportionate penalties and interest after delinquency as do the *ad valorem* taxes on real property. CFD No. 2013-3 (IA No. 10) shall effect the levy of the One-Time Special Tax in accordance with the ordinance of the City levying the Special Taxes.

The CFD Administrator shall prepare a bill for the One-Time Special Tax payable with respect to each Assessor's Parcel of Pending Development and shall send such bill to the property owner of such parcel by United States first-class mail, postage prepaid. Said bill shall be so mailed no later than five business days after the date of the calculation, and shall be dated as of the date of such mailing. The One-Time Special Tax shall be due and payable upon the One-Time Special Tax Payment Date. The ownership and billing address for each such Assessor's Parcel shall be ascertained from the records of the Assessor of the County. Each such bill shall state the amount of the One-Time Special Tax payable, the One-Time Special Tax Payment Date, and shall inform the property owner that, if such One-Time Special Tax is not paid by such date, penalties and interest will begin to accrue, foreclosure proceedings may be initiated and a lis pendens may be recorded against the Assessor's Parcel until the One-Time Special Tax is paid.

5. Term: Exemptions

The One-Time Special Tax shall terminate and no longer be levied or collected pursuant to this Rate and Method of Apportionment on the date that is the later of (i) the Fiscal Year immediately following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were sold or (ii) Fiscal Year 2058-2059. Property exempt from the levy of the Special Taxes by law or pursuant to the provisions of Section F, below, shall also be exempt from the levy of the One-Time Special Tax.

6. Maximum One-Time Special Tax Disclosure

While the actual One-Time Special Tax shall be calculated based on the methodology delineated in Sections D.1, D.2, and D.3, above, Section 53321(d) of the California Government Code requires that a rate and method of apportionment allow a property owner to estimate the maximum special taxes that could potentially be levied on its property. The Maximum One-Time Special Tax for an Assessor's Parcel may be estimated by utilizing the following methodology:

(a) Residential Property

Step 1. Divide the Annual Special Tax rate listed in Table 1 for a Dwelling Unit in Land Use Class 1 by the Total Assumed Annual Special Taxes.

Step 2. Multiply the quotient resulting from Step 1 by the Authorized Bonded Indebtedness. The product of these two numbers is the Maximum One-Time Special Tax for a Dwelling Unit of Residential Property in CFD No. 2013-3 (IA No. 10).

(b) Non-Residential Property

Step 1. Divide the Annual Special Tax rate listed in Table 1 on an Acreage or on a projected Non-Residential Floor Area basis, whichever is greater, for the Land Use Class in which the Non-Residential Property belongs, by the Total

Assumed Annual Special Taxes.

Step 2. Multiply the quotient resulting from Step 1 by the Authorized Bonded Indebtedness. The product of these two numbers is the Maximum One-Time Special Tax on an Acreage or a Non-Residential Floor Area basis for Non-Residential Property in CFD No. 2013-3 (IA No. 10).

E. METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX

1. Annual Levy

Commencing with Fiscal Year 2018-2019 and for each following Fiscal Year, the Council shall levy the Annual Special Tax as follows:

First: The Annual Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Second: Determine the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement and Proportionately levy the Annual Special Tax on each Assessor's Parcel of Final Mapped Property until the amount levied on Final Mapped Property is equal to the lesser of (i) the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement, or (ii) 100% of the Intermediate Maximum Annual Special Tax for Final Mapped Property.

Third: If additional monies are needed to satisfy the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement after the first two steps have been completed, the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property until the amount levied on Undeveloped Property is equal to the lesser of (i) the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement less the amount levied pursuant to the second step above, or (ii) 100% of the Intermediate Maximum Annual Special Tax for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement after the first three steps have been completed, then the Annual Special Tax levy on each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be increased in equal percentages from the Intermediate Maximum Annual Special Tax up to 100% of the Maximum Annual Special Tax for Final Mapped Property and Undeveloped Property until the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement is satisfied.

Fifth: Determine the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement and Proportionately levy the Annual Special Tax on each Assessor's Parcel of Taxable Property Owner Association Property until the amount levied on Taxable Property Owner Association Property is equal to the lesser of (i) the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement or (ii) 100% of the Maximum Annual Special Tax for Taxable Property Owner Association Property.

Sixth: If additional monies are needed to satisfy the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement after the fifth step has been completed, then the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property until the amount levied on Taxable Public Property is equal to the lesser of (i) the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement less the amount levied pursuant to the fifth step above, or (ii) 100% of the Maximum Annual Special Tax for Taxable Public Property.

F. EXEMPTIONS

No Special Tax shall be levied on up to (i) 19.88 Acres of Property Owner Association Property in CFD No. 2013-3 (IA No. 10), (ii) 24.29 Acres of Public Property in CFD No. 2013-3 (IA No. 10), and (iii) 0 Acres of Church Property in CFD No. 2013-3 (IA No. 10). No Special Tax shall be levied on Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units provided that the number of such Dwelling Units in CFD No. 2013-3 (IA No. 10) does not cause the total of such Dwelling Units within CFD No. 2013-3 to exceed 1,048 Dwelling Units. Once 1,048 Dwelling Units have been assigned to these three categories, all additional Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units Dwelling Units shall be subject to the Special Tax Rates assigned to comparable-sized market rate Dwelling Units, as listed in Table 1. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property in CFD No. 2013-3 (IA No. 10) becomes Public Property, Property Owner Association Property, Church Property, Affordable Housing, Moderate Affordable Units, or Moderate Affordable Senior Units. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, Church Property, Affordable Housing, Moderate Affordable Units, or Moderate Affordable Senior Units, it will, from that point forward, be subject to the Special Tax.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as part of the fifth step and sixth step in Section E above, respectively, at up to 100% of the applicable Maximum Annual Special Tax for Taxable Property Owner Association Property or Taxable Public Property.

Church Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as Other Non-Residential Property in Section E above, at up to 100% of the applicable Maximum Annual Special Tax for Other Non-Residential Property.

Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units that are not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as Residential Property in Section E above, at up to 100% of the applicable Maximum Annual Special Tax for the applicable Land Use Class 1-29, based on whether the Dwelling Unit is attached or detached and its square footage.

Notwithstanding the foregoing paragraphs, prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, if an Assessor's Parcel subject to the Special Tax becomes Public Property, the Assessor's Parcel shall be deemed Exempt Property and shall

be exempt from the levy of the Special Tax so long as such Assessor's Parcel remains Public Property.

Assessor's Parcels or Units that are exempt from the levy of the Annual Special Tax under this Section F are also exempt from the payment of any One-Time Special Taxes.

G. MANNER OF COLLECTION

The Annual Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the City, through the CFD Administrator may (i) directly bill the Annual Special Tax (as well as the One-Time Special Tax), and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations or as otherwise required herein and (ii) may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels. All direct billings shall be due within 30 days of the billing date.

H. APPEALS AND INTERPRETATIONS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to the CFD Administrator. The CFD Administrator shall review the appeal and if the City concurs, a refund shall be provided that is consistent with statutory requirements in the Revenue and Taxation Code. The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals.

I. PREPAYMENT OF ANNUAL SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 2013-3 (IA No. 10) is permitted to prepay a portion of the Maximum Annual Special Tax (the "Prepayable Portion of the Annual Special Tax"). The obligation of the Assessor's Parcel to pay the Prepayable Portion of the Annual Special Tax may be fully or partially prepaid and permanently satisfied as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or an Assessor's Parcel of Final Mapped Property or Undeveloped Property for which a building permit for construction has been issued after January 1, 2019, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to fully or partially prepay the Prepayable Portion of the Annual Special Tax shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds from the proceeds of such prepayment must be given by the Trustee pursuant to the Indenture. No portion of the Maximum Annual Special Tax other than the Prepayable Portion of the Annual Special Tax may be prepaid. Only Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds may be redeemed as the result of any prepayment in this Section I Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the percentages identified in Section I (in

connection with the calculation of the Prepayable Portion of the Residential Property Annual Special Tax and the Prepayable Portion of the Non-Residential Property Annual Special Tax) and Section J may be changed to reflect changes in development, without the need for any proceedings to make changes permitted under the Act.

1. Full Prepayment of the Prepayable Portion of the Annual Special Tax

The full Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be the Prepayment Amount identified in Section (a) below, for Residential Property, and the Prepayment Amount identified in Section (b) below for Non-Residential Property.

(a) Residential Property

As of the proposed date of prepayment, the full Prepayment Amount for Residential Property Annual Special Taxes shall be determined by application of the following steps:

- Step 1. Determine the number of future years remaining until the Fiscal Year in which the fortieth anniversary of the date on which the first issue of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds have not yet been issued, the number shall be 40.
- Step 2. Determine the Maximum Annual Special Tax being levied in the current Fiscal Year on the Assessor's Parcel prepaying the Annual Special Tax (under the assumption that the Assessor's Parcel is Developed Property).
- Step 3. Multiply the Maximum Annual Special Tax calculated pursuant to Step 2 by 77.01% (the "Prepayable Portion of the Residential Property Annual Special Tax").
- Step 4. Determine the amount of Annual Special Tax levied in the current Fiscal Year on such Assessor's Parcel which has not yet been paid and multiply this amount by 77.01%.
- Step 5. The Prepayment Amount determined under this Section (a) shall be computed by calculating the sum of the following: (i) the net present value of the flow of annual revenues from the Prepayable Portion of the Residential Property Annual Special Tax as determined under Step 3, for the number of years identified in Step 1, escalated annually by 2.0%, using a discount rate equal to the Discount Rate; and (ii) the unpaid current Fiscal Year's Prepayable Portion of the Residential Property Annual Special Tax as determined under Step 4 (collectively, the "Prepayment Amount").

(b) Non-Residential Property

As of the proposed date of prepayment, the full Prepayment Amount for Non-Residential Property Annual Special Taxes shall be determined by application of the following steps:

- Step 1. Determine the number of future years remaining until the Fiscal Year in which the fortieth anniversary of the date on which the first issue of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds have not yet been issued, the number shall be 40.
- Step 2. Determine the Maximum Annual Special Tax being levied in the current Fiscal

- Year on the Assessor's Parcel prepaying the Annual Special Tax (under the assumption that the Assessor's Parcel is Developed Property).
- Step 3. Multiply the Maximum Annual Special Tax calculated pursuant to Step 2 by 78.42% (the "Prepayable Portion of the Non-Residential Annual Special Tax").
- Step 4. Determine the amount of Annual Special Tax levied in the current Fiscal Year on such Assessor's Parcel which has not yet been paid and multiply this amount by 78.42%.
- Step 5. The Prepayment Amount determined under this Section (b) shall be computed by calculating the sum of the following: (i) the net present value of the flow of annual revenues from the Prepayable Portion of the Non-Residential Annual Special Tax as determined under Step 3, for the number of years identified in Step 1, escalated annually by 2.0%, using a discount rate equal to the Discount Rate; and (ii) the unpaid current Fiscal Year's Prepayable Portion of the Non-Residential Annual Special Tax as determined under Step 4 (collectively, the "Prepayment Amount").

2. Partial Prepayment of the Prepayable Portion of the Special Tax

The amount of the partial prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = PE \times F$$

These terms have the following meaning:

- PP = the Partial Prepayment Amount of the Prepayable Portion of the Annual Special Tax
- PE = the Prepayment Amount of the Prepayable Portion of the Annual Special Tax calculated according to Section I.1.(a) (for Residential Property) or Section I.1.(b) (for Non-Residential Property).
- F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Prepayable Portion of the Annual Special Tax.

3. General Provisions Applicable to Prepayment

(a) Use of Prepayments

Subsequent to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be applied in the following order of priority: (i) to be deposited into specific funds established under the Indenture, to fully or partially retire as many Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, (ii) to finance Group A Facilities and/or Group B Facilities, as identified in the Amended and Restated Development Agreement, and (iii) to be remitted to the City and used for any Authorized Facilities or Authorized Services in accordance with the Amended and Restated Development Agreement. Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be applied in the following order of priority: (i) to finance Group A and/or Group B Facilities, as identified in the Amended and Restated Development Agreement, and (ii) to be remitted to the City and used for

any Authorized Facilities or Authorized Services in accordance with the Amended and Restated Development Agreement.

(b) Full Prepayment of the Prepayable Portion of the Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Prepayable Portion of the Annual Special Tax, the CFD Administrator shall remove the current Fiscal Year's Prepayable Portion of the Annual Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section I.1, the CFD Administrator shall indicate in the records of CFD No. 2013-3 (IA No. 10) that there has been a prepayment of the Prepayable Portion of the Annual Special Tax and that a portion of the Maximum Annual Special Tax with respect to such Assessor's Parcel, equal to 22.99% of the Maximum Annual Special Tax for Residential Property and 21.58% of the Maximum Annual Special Tax for Non-Residential Property, shall continue to be levied on such Assessor's Parcel pursuant to Section E.

(c) Partial Prepayment of the Prepayable Portion of the Special Tax

Upon confirmation of the payment of a portion of the current Fiscal Year's Prepayable Portion of the Annual Special Tax, the CFD Administrator shall remove a portion of the current Fiscal Year's Prepayable Portion of the Annual Special Tax levy for such Assessor's Parcel from the County tax rolls equal to that amount included in the partial prepayment for such Assessor's Parcel determined in Section I.2. With respect to any Assessor's Parcel that is partially prepaid in accordance with Section I.2, the CFD Administrator shall indicate in the records of CFD No. 2013-3 (IA No. 10) that there has been a partial prepayment of the Prepayable Portion of the Annual Special Tax and that a portion of the Maximum Annual Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage $[1.00 - (.7701 \times F)]$ multiplied by the Maximum Annual Special Tax for Residential Property and $[1.00 - (.7842 \times F)]$ multiplied by the Maximum Annual Special Tax for Non-Residential Property shall continue to be levied on such Assessor's Parcel pursuant to Section E.

(d) Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Prepayable Portion of the Annual Special Tax shall be allowed unless, at the time of such proposed prepayment, the Annual Special Tax that may be levied on Taxable Property within CFD No. 2013-3 (IA No. 10) in all Fiscal Years (after excluding 19.88 Acres of Property Owner Association Property, 24.29 Acres of Public Property, 0 Acres of Church Property, and the expected number of Affordable Property, Moderate Affordable Units, and Moderate Affordable Senior Units that will be Exempt Property in CFD No. 2013-3 (IA No. 10) as set forth in Section F), both prior to and after the proposed prepayment, is at least equal to the Debt Service Coverage times the debt service necessary to support the remaining Outstanding Bonds.

J. TERM OF ANNUAL SPECIAL TAX

84.71% of the Maximum Annual Special Tax on Residential Property and 86.26% of the Maximum

Annual Special Tax on Non-Residential Property shall terminate and no longer be levied or collected pursuant to this Rate and Method of Apportionment on the date that is the later of (i) the Fiscal Year immediately following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were sold or (ii) Fiscal Year 2058-2059. The remaining portion of the Annual Special Tax for both Residential Property and Non-Residential Property shall be levied into perpetuity.

Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the termination percentages listed immediately above may be changed to reflect changes in development, without the need for any proceedings to make changes permitted under the Act.

K. NO EXTENSION OR MODIFICATION OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Notwithstanding any reference to the Amended and Restated Development Agreement, nothing herein shall incorporate extensions to or modifications of the Amended and Restated Development Agreement in to the Rate and Method of Apportionment.

EXHIBIT A

CERTIFICATE TO AMEND ANNUAL SPECIAL TAX

CITY OF IRVINE AND CFD No. 2013-3 (IA No. 10) CERTIFICATE

1. Pursuant to Section C of the Rate and Method of Apportionment, as attached to the Notice of Special Tax Lien, recorded in the Official Records of the County of Orange as Instrument No. XXXXXX on MM/DD/YYYY, the City of Irvine (“City”) and City of Irvine Community Facilities District No. 2013-3 (“CFD No. 2013-3 (IA No. 10)”) hereby reduce some or all of the Maximum Annual Special Taxes for Residential Property or the Special Taxes for Non-Residential Property set forth in Table 1 of the Rate and Method of Apportionment for CFD No. 2013-3 (IA No. 10).

The information in Table 1 relating to the Fiscal Year 2018-2019 Maximum Annual Special Tax for Developed Property within CFD No. 2013-3 (IA No. 10) shall be amended and restated in full as follows:

Land Use Class	Description	Maximum Special Tax
1	DETACHED RESIDENTIAL PROPERTY (>= 5,700 SF)	\$[_____] per Dwelling Unit
2	DETACHED RESIDENTIAL PROPERTY (5,450 SF - 5,699 SF)	\$[_____] per Dwelling Unit
3	DETACHED RESIDENTIAL PROPERTY (5,200 SF - 5,449 SF)	\$[_____] per Dwelling Unit
4	DETACHED RESIDENTIAL PROPERTY (4,950 SF - 5,199 SF)	\$[_____] per Dwelling Unit
5	DETACHED RESIDENTIAL PROPERTY (4,700 SF - 4,949 SF)	\$[_____] per Dwelling Unit
6	DETACHED RESIDENTIAL PROPERTY (4,450 SF - 4,699 SF)	\$[_____] per Dwelling Unit
7	DETACHED RESIDENTIAL PROPERTY (4,200 SF - 4,449 SF)	\$[_____] per Dwelling Unit
8	DETACHED RESIDENTIAL PROPERTY (3,950 SF - 4,199 SF)	\$[_____] per Dwelling Unit
9	DETACHED RESIDENTIAL PROPERTY (3,700 SF - 3,949 SF)	\$[_____] per Dwelling Unit
10	DETACHED RESIDENTIAL PROPERTY (3,450 SF - 3,699 SF)	\$[_____] per Dwelling Unit
11	DETACHED RESIDENTIAL PROPERTY (3,200 SF - 3,449 SF)	\$[_____] per Dwelling Unit
12	DETACHED RESIDENTIAL PROPERTY (2,950 SF - 3,199 SF)	\$[_____] per Dwelling Unit
13	DETACHED RESIDENTIAL PROPERTY (2,700 SF - 2,949 SF)	\$[_____] per Dwelling Unit
14	DETACHED RESIDENTIAL PROPERTY (2,450 SF - 2,699 SF)	\$[_____] per Dwelling Unit
15	DETACHED RESIDENTIAL PROPERTY (2,200 SF - 2,449 SF)	\$[_____] per Dwelling Unit
16	DETACHED RESIDENTIAL PROPERTY (1,950 SF - 2,199 SF)	\$[_____] per Dwelling Unit
17	DETACHED RESIDENTIAL PROPERTY (1,700 SF - 1,949 SF)	\$[_____] per Dwelling Unit
18	DETACHED RESIDENTIAL PROPERTY (< 1,700 SF)	\$[_____] per Dwelling Unit
19	ATTACHED RESIDENTIAL PROPERTY (>= 2,600 SF)	\$[_____] per Dwelling Unit
20	ATTACHED RESIDENTIAL PROPERTY (2,400 SF - 2,599 SF)	\$[_____] per Dwelling Unit

Land Use Class	Description	Maximum Special Tax
21	ATTACHED RESIDENTIAL PROPERTY (2,200 SF – 2,399 SF)	\$[_____] per Dwelling Unit
22	ATTACHED RESIDENTIAL PROPERTY (2,000 SF – 2,199 SF)	\$[_____] per Dwelling Unit
23	ATTACHED RESIDENTIAL PROPERTY (1,800 SF – 1,999 SF)	\$[_____] per Dwelling Unit
24	ATTACHED RESIDENTIAL PROPERTY (1,600 SF – 1,799 SF)	\$[_____] per Dwelling Unit
25	ATTACHED RESIDENTIAL PROPERTY (1,400 SF – 1,599 SF)	\$[_____] per Dwelling Unit
26	ATTACHED RESIDENTIAL PROPERTY (1,200 SF – 1,399 SF)	\$[_____] per Dwelling Unit
27	ATTACHED RESIDENTIAL PROPERTY (1,000 SF – 1,199 SF)	\$[_____] per Dwelling Unit
28	ATTACHED RESIDENTIAL PROPERTY (800 SF – 999 SF)	\$[_____] per Dwelling Unit
29	ATTACHED RESIDENTIAL PROPERTY (< 800 SF)	\$[_____] per Dwelling Unit
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	\$0 per Dwelling Unit
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
34	NON-RESIDENTIAL – OFFICE PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
35	NON-RESIDENTIAL – AUTO CENTER	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
36	OTHER NON-RESIDENTIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater

2. Upon execution of the certificate by the City and CFD No. 2013-3 (IA No. 10), the City shall cause an amended notice of special tax lien for CFD No. 2013-3 (IA No. 10) to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of the County and CFD No. 2013-3 (IA No. 10), receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

CITY OF IRVINE

By: _____ Date: _____
Director of Administrative Services

CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3

By: _____ Date: _____
CFD Administrator

EXHIBIT B

ANNUAL GUARANTEED AMOUNTS FOR CFD No. 2013-3

Fiscal Year	Amount
2018-2019	\$10,380,907
Each Fiscal Year Thereafter, Commencing in Fiscal Year 2019-2020	Increase Amount in Prior Fiscal Year by 3%.

FINAL

COMMUNITY FACILITIES DISTRICT REPORT

*** Seventh Supplemental ***

**City of Irvine
Community Facilities District
No. 2013-3 (Great Park)**

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

January 18, 2019

Newport Beach
Riverside
San Francisco
San Jose
Dallas

ATTACHMENT 7

**COMMUNITY FACILITIES DISTRICT REPORT
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982**

*** SEVENTH SUPPLEMENTAL ***

**CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)**

Prepared for:

CITY OF IRVINE
1 Civic Center Plaza
Irvine, CA 92606-5207

Prepared by:

DAVID TAUSSIG & ASSOCIATES, INC.
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

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ATTACHMENTS

Attachment A	Rate and Method of Apportionment for Improvement Area No. 10
Attachment B	Boundary Map for Improvement Area No. 10 of CFD No. 2013-3

I. INTRODUCTION

This report is a supplement to the original community facilities district report (the “Original CFD Report”) prepared at the time of formation of City of Irvine (“City”) Community Facilities District No. 2013-3 (Great Park) (“CFD No. 2013-3”).

Currently, CFD No. 2013-3 includes nine (9) improvement areas: Improvement Area No. 1 (“IA No. 1”), Improvement Area No. 2 (“IA No. 2”), Improvement Area No. 3 (“IA No. 3”), Improvement Area No. 4 (“IA No. 4”), Improvement Area No. 5 (“IA No. 5”), Improvement Area No. 6 (“IA No. 6”), Improvement Area No. 7 (“IA No. 7”), Improvement Area No. 8 (“IA No. 8”), and Improvement Area No. 9 (“IA No. 9”). Within Improvement Area No. 2, additional future improvement areas are expected to be designated as portions of IA No. 2 are developed. Proceedings are underway to designate Improvement Area No. 10 (“IA No. 10”) within a portion of IA No. 2 which is about to be developed. Once IA No. 10 has been established, the properties within IA No. 10 will be removed from IA No. 2, and any existing IA No. 2 liens on such property will be extinguished.

Special taxes levied on property within CFD No. 2013-3 will be used to fund public facilities and services as identified in Section III below.

II. PROJECT DESCRIPTION

CFD No. 2013-3 encompasses approximately 3,108 gross acres of land in the City generally bordered to the south-west by Interstate 5 (Santa Ana Freeway), to the north-west by Highway 133 (Eastern Transportation Corridor), to the north-east by Highway 241 (Foothills Transportation Corridor), and to the south-east by Alton Parkway. Of this acreage, approximately 913.2 acres are expected to be developed into uses subject to a Mello-Roos Special Tax¹ (“Special Tax”). The land within CFD No. 2013-3 (Great Park) is expected to permit the development of approximately 9,500 residential dwelling units and 4,433,200 square feet of non-residential uses.

CFD No. 2013-3 is currently comprised of nine (9) improvement areas, and through the establishment of IA No. 10 will be comprised of ten (10) improvement areas. Specifically, IA No. 10 will consist of approximately 104.98 acres and is currently expected to permit the development of approximately 671 Residential Units, all of which will be subject to Special Tax levies.

¹ Please note that all capitalized terms used herein, unless otherwise indicated, shall have the meanings defined in the Rate and Method of Apportionment for IA No. 10 of CFD No. 2013-3 (Great Park).

III. DESCRIPTION AND ESTIMATED COST OF PUBLIC FACILITIES

A community facilities district may provide for the purchase, construction, expansion or rehabilitation of any real or tangible property, including public facilities and infrastructure improvements, with an estimated useful life of five (5) years or longer, which is necessary to meet increased demands placed upon local agencies as a result of development or rehabilitation occurring within CFD No. 2013-3. In addition, a community facilities district may pay in full all amounts necessary to eliminate any fixed special assessment liens or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of CFD No. 2013-3, or may pay debt service on that indebtedness. A community facilities district may also provide for financing of certain public services to meet the demands for such services.

A. Description of Public Facilities

The type of public facilities proposed to be eligible for funding by CFD No. 2013-3, as identified in the resolution establishing CFD No. 2013-3 (the “Resolution of Formation”), shall consist of those items listed below (the “Facilities”).

CFD No. 2013-3 and proposed IA No. 10 will be eligible to finance all or any portion of the facilities described in Section 53313.5 of the Act, to be owned and operated by the City or by another public agency, that shall be constructed, whether or not acquired in their completed states, pursuant to the plans and specifications approved by the City or by another public agency. Facilities authorized to be financed by CFD No. 2013-3 and IA No. 10 include, but are not limited to, all of the following:

1. Street, road, and parkway improvements, including, but not limited to, right of way acquisition, grading, paving, curb and gutter, median, sidewalks, access ramps, trails, removal and undergrounding of utilities, signing, striping, grinding, traffic control, and seal.
2. Traffic signals.
3. Storm drain improvements, including, but not limited to, mainlines, laterals, catch basins, junction structures, manholes, and local depressions.
4. Sewer improvements, including, but not limited to, laterals, monitoring manholes, manholes, pavement, and striping.
5. Domestic and recycled water facilities, including, but not limited to, water mains, stubs, valves, air vac, blow off, fittings, fire hydrant assembly, thrust blocks, cap, and striping.
6. Water improvements and water features.
7. Parks, park facilities, and parkways.
8. Dry utilities, to be owned by public utilities, including, but not limited to, telephone, electric, gas, relocation of lines, undergrounding, trenching, shading, conduit risers, pullboxes, vaults, and hand holes.
9. Landscaping, amenities, irrigation systems, and plantings.
10. Bridge, thoroughfare, and railway improvements, including, but not limited to, rails, grading, abutments, access ramps, lighting, drainage, utility crossings, sidewalks, trails and right of way acquisition.
11. Water quality treatment systems.

12. Wildlife corridors, including, but not limited to, mass excavations, demolition, and fire service mains and appurtenances.
13. Open space improvements.
14. Runway demolition
15. Property acquisition.

The Facilities shall include the costs of design and engineering, surveys or reports, the cost of traffic-related environmental mitigation and any required landscaping and irrigation, soils testing, permits, plan check and inspection fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing, as set forth in the Acquisition Agreement, dated March 26, 2013, by and between Heritage Fields El Toro, LLC and the City, on behalf of itself and CFD No. 2013-3, which Acquisition Agreement is consistent, as to the categories of costs, facilities, and services to be acquired, with (i) the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City, the Heritage Fields El Toro, LLC and the Irvine Redevelopment Agency, as it may be further amended, and (ii) the Amended and Restated Master Implementation Agreement, dated December 27, 2010, by and between the City and the Heritage Fields El Toro, LLC, as it may be further amended.

CFD No. 2013-3 and each improvement area may also finance any of the following:

1. Bond related expenses, including underwriter's discount, appraisal and absorption study costs, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel fees and expenses, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to CFD No. 2013-3 and each improvement area and any bonds, including but not in any way limited to the cost of a consultant to assist the City with the inspection and coordination of construction of the Facilities.
3. Reimbursement of costs related to the formation of CFD No. 2013-3 and the designation of each improvement area advanced by the City, any landowner in CFD No. 2013-3, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in CFD No. 2013-3 or any party related to any of the foregoing, for facilities, fees, or other purposes or costs of CFD No. 2013-3 and each improvement area.

It is intended that CFD No. 2013-3 and IA No. 10 will be eligible to finance all or any portion of the services described in Section 53313 of the Act (collectively, the "Services").

For IA No. 10, the Special Taxes required to pay for the construction, acquisition, or financing of said Facilities, as well as Services, will be apportioned as described in the Rate and Method of Apportionment for IA No. 10 of CFD No. 2013-3 (included herein as Attachment A).

B. Estimated Costs of Public Facilities

CFD No. 2013-3 is expected to issue bonds in series over a period of years as development progresses within each improvement area within CFD No. 2013-3 to finance the construction, acquisition, expansion, improvement, or rehabilitation of the proposed public facilities. The total

amount of construction proceeds to be generated from all bonds series is not yet determined, but it is anticipated that the aggregate construction proceeds from all future bond issues will finance approximately \$360,000,000 of the proposed public facilities. This amount is an estimate and subject to change, depending on the interest rates of the bonds, the costs of issuance of the bonds, and other factors to be determined at the time each series of bonds for each improvement area are issued.

IV. BONDED INDEBTEDNESS AND INCIDENTAL EXPENSES

A. Projected Bond Sales

The maximum authorized bonded indebtedness to be incurred by CFD No. 2013-3 shall not exceed \$100,000,000 for IA No. 1, \$1,100,000,000 for IA No. 2, \$400,000,000 for IA No. 3, \$150,000,000 for IA No. 4, \$34,400,000 for IA No. 5, \$180,000,000 for IA No. 6, \$220,000,000 for IA No. 7, \$120,000,000 for IA No. 8, \$75,000,000 for IA No. 9, and \$120,000,000 for IA No. 10. Notably, IA No. 1, IA No. 4, and IA No. 8 have already issued bonds – \$72,700,000 in August 2014 for IA No. 1 (“IA No. 1 Bonds”), \$135,835,000 in September 2016 for IA No. 4 (“IA No. 4 Bonds”), and \$72,420,000 in September 2018 for IA No. 8 (“IA No. 8 Bonds”) – to finance certain street, water, sewer, storm drain, flood control, and park and recreational improvements. No additional IA No. 1 Bonds, IA No. 4 Bonds, or IA No. 8 Bonds are expected to be issued in the future. However, other improvement area bonds will be sold in series over a period of years as development progresses within each improvement area within CFD No. 2013-3.

B. Incidental Bond Issuance Expenses to be Included in the Proposed Bonded Indebtedness

Pursuant to Section 53345.3 of the Act, bonded indebtedness may include all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which the proposed debt is to be incurred, including, but not limited to, the estimated costs of construction or acquisition of buildings, or both; acquisition of land, rights-of-way, water, sewer, or other capacity or connection fees; satisfaction of contractual obligations relating to expenses or the advancement of funds for expenses existing at the time the bonds are issued, architectural, engineering, inspection, legal, fiscal, and financial consultant fees; bond and other reserve funds; discount fees; interest on any bonds of the district estimated to be due and payable within two years of issuance of the bonds; election costs; and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel and the City general counsel, costs of obtaining credit ratings, bond insurance premiums, fees for letters of credit, and other credit enhancement costs, and printing costs. For the bonds proposed to be issued by CFD No. 2013-3 and any improvement area, the reserve fund is estimated at approximately ten percent (10.00%) of the principal amount of the bonds, capitalized interest is estimated at approximately seven percent (7.00%) of the principal amount of the bonds, and all other incidental bond issuance expenses are estimated at approximately four percent (4.00%) of the principal amount of the bonds. Actual bond issue assumptions will vary from the above estimates.

C. Incidental Expenses to be Included in the Annual Levy of Special Taxes

Pursuant to Section 53340 of the Act, the proceeds of any special tax may only be used to pay, in whole or part, the costs of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the costs of planning and designing public facilities to be financed, including the costs of environmental evaluations of those public facilities; the costs associated with the creation of the district, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred in order to carry out the authorized purposes of the district; any other expenses incidental to the construction, completion, and inspection of the authorized work; and the costs

associated with the retirement of existing bonded indebtedness. While the actual costs of administering CFD No. 2013-3 may vary, it is anticipated that the amount of Special Taxes which can be collected within each improvement area within CFD No. 2013-3 will be sufficient to fund at least \$50,000 in annual administrative expenses per improvement area, which shall also be subject to an increase of two percent (2.00%) annually.

V. RATE AND METHOD OF APPORTIONMENT

All of the property located within each improvement area within CFD No. 2013-3, unless exempted by law or by the applicable Rate and Method of Apportionment, shall be taxed for the purpose of funding public facilities authorized to be financed by CFD No. 2013-3. Pursuant to Section 53325.3 of the Act, the tax imposed “is a special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property.” The special tax “may be based on benefit received by parcels of real property, the costs of making authorized facilities available to each parcel or other reasonable basis as determined by the legislative body,” although the special tax may not be apportioned on an ad valorem basis pursuant to Article XIII A of the California Constitution.

The Rate and Method of Apportionment for IA No. 10 provides information sufficient to allow each property owner within IA No. 10 of CFD No. 2013-3 to estimate the Maximum Annual Special Tax he will be required to pay. Sections A through C below provide additional information on the Rate and Method of Apportionment for IA No. 10 within CFD No. 2013-3.

A. Maximum Special Tax

Table 1 within the Rate and Method of Apportionment for IA No. 10 of CFD No. 2013-3 lists the Maximum Annual Special Tax that may be levied against Developed Property within IA No. 10 of CFD No. 2013-3 to fund the Special Tax Requirement.

On each July 1, commencing July 1, 2019, the Maximum Annual Special Tax for Developed Property shall increase by an amount equal to two percent (2.00%) of the amount in effect for the previous Fiscal Year. Commencing in the Fiscal Year following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 Bonds for IA No. 10 were sold, the Maximum Annual Special Tax for Developed Property shall increase by an amount equal to three percent (3%) of the Maximum Annual Special Tax as determined following the partial termination of the Special Tax as set forth in Section J, and on July 1 of each Fiscal Year thereafter shall increase by an amount equal to three percent (3%) of the amount in effect for the previous Fiscal Year. On each July 1, commencing July 1, 2019, the Maximum Annual Special Tax for Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall increase by an amount equal to two percent (2.00%) of the amount in effect for the previous Fiscal Year.

Prior to the issuance of a first series of CFD No. 2013-3 Bonds for IA No. 10, the Maximum Annual Special Tax on Residential Property and the Maximum Annual Special Tax on Non-Residential Property for IA No. 10 may be reduced in accordance with, and subject to the conditions set forth in Section C.1 of the Rate and Method of Apportionment for IA No. 10 without the need for any proceedings to make changes as permitted under the Act.

B. One-Time Special Tax

Development will be monitored within IA No. 10 of CFD No. 2013-3. Should development fall below the level anticipated in the Rate and Method of Apportionment for IA No. 10 of CFD No. 2013-3, thereby resulting in a decrease in the Special Taxes anticipated to be levied in IA No. 10, and shall such determination be made after the issuance of the first series of Non-Subordinate Bonds for IA No. 10, a One-Time Special Tax may be required. The One-Time Special Tax for

IA No. 10 of CFD No. 2013-3, if any, will be computed pursuant to Section D of the Rate and Method of Apportionment for IA No. 10.

C. Accuracy of Information

In order to establish the Maximum Annual Special Tax rates for IA No. 10 of CFD No. 2013-3 as set forth in the Rate and Method of Apportionment, David Taussig & Associates, Inc. has relied on information regarding land-use types, geographic location, and taxable acreage provided to it by others. David Taussig & Associates, Inc. has not independently verified such data and disclaims responsibility for the impact of inaccurate data, if any, on the Rate and Method of Apportionment for IA No. 10 of CFD No. 2013-3, including the inability to meet the financial obligations of CFD No. 2013-3.

VI. BOUNDARIES OF COMMUNITY FACILITIES DISTRICT

The boundaries of CFD No. 2013-3 include all land on which the Special Taxes may be levied. The boundary map for IA No. 10 is included in Exhibit B. A full scale map of the original CFD No. 2013-3 boundary map is on file with the City Clerk of the City of Irvine and was recorded on February 25, 2013 at 11:03 a.m. in the Orange County Recorder's Office at Book 97 of Maps of Assessment and Community Facilities Districts at Pages 34 through 36 (Document No. 2013-000113331). A full scale map of the IA No. 10 boundary map is on file with the City Clerk of the City of Irvine and was recorded on January 17, 2019 at 12:36 a.m. in the Orange County Recorder's Office at Book 106 of Maps of Assessment and Community Facilities Districts at Pages 37 through 38 (Document No. 2019-000017060).

VII. GENERAL TERMS AND CONDITIONS

A. Substitution of Facilities

The descriptions of the public facilities, as set forth herein, are general in their nature. The City will determine the final nature, location, and costs of improvements and facilities upon the preparation of final plans and specifications. The final plans may show substitutes, in lieu of modifications to the proposed work in order to accomplish the work of improvement, and any such substitution shall not be a change or modification in the proceedings as long as the public facilities provide a service substantially similar to that as set forth in this Report.

B. Appeals and Interpretations

Pursuant to Section H of the Rate and Method of Apportionment for IA No. 10 of CFD No. 2013-3, any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to the CFD Administrator. The CFD Administrator shall review the appeal and if the City concurs, a refund shall be provided that is consistent with the statutory requirements of the Revenue and Taxation Code. The CFD Administrator may interpret the Rate and Method of Apportionment for IA No. 10 of CFD No. 2013-3 for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals.

C. Prepayment of Special Tax

The Special Tax applicable to an Assessor's Parcel in IA No. 10 of CFD No. 2013-3 may be prepaid according to the prepayment provisions identified in Section I of the Rate and Method of Apportionment for IA No. 10.

ATTACHMENT A

**CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT No. 2013-3 (GREAT PARK)
IMPROVEMENT AREA NO. 10**

RATE AND METHOD OF APPORTIONMENT

**RATE AND METHOD OF APPORTIONMENT FOR CITY
OF IRVINE COMMUNITY FACILITIES DISTRICT NO.
2013-3 (GREAT PARK)
IMPROVEMENT AREA NO. 10**

A Special Tax shall be levied on all Assessor's Parcels of Taxable Property in Improvement Area No. 10 of City of Irvine Community Facilities District No. 2013-3 (Great Park) ("CFD No. 2013-3 (IA No. 10)") and collected each Fiscal Year commencing in Fiscal Year 2018-2019, in an amount determined through the application of this Rate and Method of Apportionment as described below. All of the real property in CFD No. 2013-3 (IA No. 10), unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area in acres of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area in acres shown on the applicable final map, parcel map, condominium plan, or other map or plan recorded with the County. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2013-3 (IA No. 10), including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2013-3 (IA No. 10) or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 2013-3 (IA No. 10) Bonds; the costs to the City, CFD No. 2013-3 (IA No. 10) or any designee thereof of complying with disclosure requirements of the City, CFD No. 2013-3 (IA No. 10) or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2013-3 (IA No. 10) or any designee thereof related to an appeal of the Special Tax; the costs of the City, CFD No. 2013-3 (IA No. 10) or any designee thereof related to the recalculation of the Special Tax rates in accordance with Section C.1 below and the calculation of the One-Time Special Tax in accordance with Section D.3 below; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses related to CFD No. 2013-3 (IA No. 10) Bonds. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2013-3 (IA No. 10) for any other administrative purposes of CFD No. 2013-3 (IA No. 10), including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent

Special Taxes.

“Affordable Housing” means residential Dwelling Units, located on one or more Assessor’s Parcels of Residential Property, that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City that restrict rents or prices chargeable to “lower income households” (as defined in California Health and Safety Code Section 50079.5 or any successor code section).

“Amended and Restated Development Agreement” means the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City, the Developer, and the Irvine Redevelopment Agency, as it may be further amended.

“Annual Special Tax” or “Annual Special Taxes” means the special taxes that may be levied annually on one or more Assessor’s Parcel of Taxable Property within CFD No. 2013-3 (IA No. 10) pursuant to Section E of this Rate and Method of Apportionment at the rates set forth in Section C of this Rate and Method of Apportionment.

“Annual Special Tax Requirement” means the sum of the Developed Property Annual Special Tax Requirement, the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement, and the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement.

“Assessor's Parcel” means a lot or parcel to which an assessor’s parcel number is assigned as determined from an Assessor’s Parcel Map or the applicable assessment roll.

“Assessor's Parcel Map” means an official map of the County Assessor of the County designating parcels by assessor’s parcel number.

“Attached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that shares, or will share, an inside wall with another Dwelling Unit.

“Authorized Facilities” means the facilities authorized to be financed by CFD No. 2013-3.

“Authorized Services” means the services authorized to be financed by CFD No. 2013-3.

“Auto Center Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for selling automobiles, or for any other uses that are consistent with auto center land use designations as determined by the City.

“Bond Costs” means for all Subordinate CFD No. 2013-3 (IA No. 10) Bonds, all debt service payments, administrative expenses, and amounts required to establish or replenish any bond reserve funds, and any other use of Special Taxes for such bond issues required by the indenture, fiscal agent agreement, or other agreement governing the terms of such bond issue.

“Bond Index” means the national Bond Buyer Revenue Bond Index, commonly referenced as the 25 Bond Revenue Index. In the event the Bond Buyer Revenue Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturing in 30 years with an average rating equivalent to Moody’s A1 and S&P’s A-plus, as reasonably determined by the CFD Administrator.

“Bond Yield” means the weighted average yield of Outstanding Bonds. For purposes of this calculation, the weighted average yield on Outstanding Bonds shall be the weighted average of the yield calculated for each series of Outstanding Bonds at the time such Outstanding Bonds were issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for the purpose of the tax certificate executed in connection with the issuance of such Outstanding Bonds.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and levying and collecting the Special Taxes.

“CFD No. 2013-3” means City of Irvine Community Facilities District No. 2013-3 (Great Park).

“CFD No. 2013-3 (IA No. 10)” means Improvement Area No. 10 of CFD No. 2013-3 as identified on the Boundary Map for CFD No. 2013-3 (IA No. 10) and further set forth in the Resolution of Formation.

“CFD No. 2013-3 (IA No. 10) Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2013-3 (IA No. 10) and secured by the Special Taxes levied on property within the boundaries of CFD No. 2013-3 (IA No. 10) under the Act.

“Church Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for a church sanctuary, synagogue or other such place of worship, which may or may not include associated buildings which are to be used for religious educational purposes, and which are exempt from taxation pursuant to Section 214 of the Revenue and Taxation Code of the State of California.

“City” means the City of Irvine.

“Commercial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for the sale of general merchandise, hard goods, personal services, and other items directly to consumers, or other uses that are consistent with commercial land use designations, as determined by the City.

“Council” means the City Council of the City which serves as the legislative body of CFD No. 2013-3.

“County” means the County of Orange.

“Current CFD Buildout Plan” means the most recent land use plan identifying the projected buildout of all of CFD No. 2013-3, as proposed by the Developer and approved by the City, for purposes of projecting Annual Special Tax revenues for the entire CFD No. 2013-3 at buildout.

“Debt Service Coverage” means the debt service coverage percentage identified in the Indenture for Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

“Detached Residential Property” means Assessor’s Parcels of Developed Property for which building permits have been issued for a Dwelling Unit that is or is expected to be surrounded by

freestanding walls and that does not share an inside wall with any other Dwelling Unit.

“Developed Property” means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Public Property and Taxable Property Owner Association Property, for which a building permit for construction was issued after January 1, 2019 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Annual Special Taxes are being levied.

“Developed Property Annual Special Tax Requirement” means, for any Fiscal Year, the Maximum Annual Special Tax on Developed Property.

“Developer” means Heritage Fields El Toro LLC, a Delaware limited liability company, and its successors and assigns. The term “successors” does not refer to the successors to all or any portion of the property within CFD No. 2013-3 (IA No. 10) unless the new property owner receives an assignment of the “Master Developer” rights and obligations under the Amended and Restated Development Agreement.

“Discount Rate” means (i) prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Bond Index, and (ii) subsequent to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Bond Yield.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single family attached or detached dwelling, condominium, apartment, mobile home, or otherwise.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property and Taxable Public Property, located in a Final Subdivision as of January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, but no earlier than January 1, 2018.

“Final Mapped Property/Undeveloped Property Annual Special Tax Requirement” means that amount of Annual Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2013-3 (IA No. 10) Bonds, (iii) pay for Administrative Expenses, (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Annual Special Tax levied in the previous Fiscal Year, and (v) pay the Guaranteed Amount, less (vi) an amount equal to the Developed Property Annual Special Tax Requirement, less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator, so long as the amount required is not less than zero.

“Final Subdivision” means a subdivision of property which occurred prior to January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, by recordation of a final map, parcel map, or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to California Civil Code Section 1352 that, in either case, creates individual lots for which building permits may be issued without further subdivision. Notwithstanding the above, a condominium plan for which one or more building permits have been issued but no individual lots have been created for such building permits, shall be considered a Final Subdivision, and the portion of the condominium plan for which building permits have been issued shall be defined as Developed Property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Floor Area Ratio” means for Non-Residential – Commercial Property – 0.317; for Non-Residential – Industrial Property – 0.325; for Non-Residential – Institutional Property – 0.361; for Non-Residential – Office Property – 0.326; for Non-Residential – Auto Center – 0.084; and for Non-Residential – Other Non-Residential Property – 0.308.

“Guaranteed Amount” means, for any Fiscal Year, the lesser of (i) the Pro Rata Share for CFD No. 2013-3 (IA No. 10) of the annual amounts set forth in Exhibit B, or (ii) the sum of (a) the Pro Rata Share for CFD No. 2013-3 (IA No. 10) of the amount needed to finance Authorized Services described in the definition of “Authorized Services” in the Amended and Restated Development Agreement in such Fiscal Year as determined by the City, and (b) the Bond Costs associated with any Subordinate CFD No. 2013-3 (IA No. 10) Bonds issued on behalf of CFD No. 2013-3 (IA No. 10). The Guaranteed Amount collected in CFD No. 2013-3 (IA No. 10) may be used to finance Authorized Services described in the definition of “Authorized Services” in the Amended and Restated Development Agreement and to pay Bond Costs associated with Subordinate CFD No. 2013-3 (IA No. 10) Bonds issued on behalf of CFD No. 2013-3 (IA No. 10).

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 2013-3 (IA No. 10) Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Industrial Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for manufacturing, production, research and development, storage and/or processing of goods, or for any other uses that are consistent with industrial land use designations as determined by the City.

“Institutional Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for education, including libraries and museums, or for any other uses that are consistent with institutional land use designations, as determined by the City.

“Intermediate Maximum Annual Special Tax” means the intermediate Maximum Annual Special Tax, determined in accordance with Section C herein, that can be levied in any Fiscal Year on any Assessor’s Parcel of Final Mapped Property or Undeveloped Property.

“Land Use Class” means any of the classes listed in Table 1, Table 2 or Exhibit A, herein.

“Lowest Price Point” is defined in Section C.1. herein.

“Maximum Annual Special Tax” means the maximum Annual Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Moderate Affordable Senior Units” means Dwelling Units that are designed for, and restricted to, persons or couples of whom one member is age 55 or older that is located on one or more Assessor’s Parcels of Residential Property that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City providing affordable

housing for households with incomes below 120% of the County median income (but not less than 80% of the County median income).

“Moderate Affordable Units” means Dwelling Units, other than Moderate Affordable Senior Units, that are located on one or more Assessor’s Parcels of Residential Property that are subject to deed restrictions, resale restrictions, and/or regulatory agreements recorded in favor of the City providing affordable housing for households with incomes below 120% of the County median income (but not less than 80% of the County median income).

“Non-Residential Floor Area” means the total building square footage of the non-residential building(s) located on an Assessor’s Parcel, measured from outside wall to outside wall, not including space devoted to stairwells, public restrooms, lighted courts, vehicle parking and areas incident thereto, and mechanical equipment incidental to the operation of such building. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City, as reasonably determined by the CFD Administrator.

“Non-Residential Property” means any and each Assessor’s Parcel of Developed Property for which a building permit permitting the construction of one or more non-residential units or facilities has been issued by the City, or other governmental agency, including, but not limited to, Church Property.

“Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds” means any issue(s) of CFD No. 2013-3 (IA No. 10) Bonds that are not Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

“Office Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) permitting the construction of one or more non-residential facilities has been issued by the City which are, or are expected by the City to be, primarily used for: professional/medical offices, or for any other uses that are consistent with office land use designations, as determined by the City.

“One Time Special Tax” means the one-time Special Tax to be levied pursuant to Section D of this Rate and Method of Apportionment.

“Other Non-Residential Property” means all Non-Residential Property, excluding Auto Center Property, Commercial Property, Industrial Property, Church Property, Institutional Property, and Office Property.

“Outstanding Bonds” means all Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds which are outstanding under an Indenture.

“Overlapping Liens” means, in connection with the recalculation of the Value Limitation pursuant to Section C.1. and within a Land Use Class of Residential Property, estimated *ad valorem* property taxes and all direct and overlapping assessments, taxes, special taxes, and charges on the secured tax-roll of the County for a parcel/unit of Taxable Property assuming that the value of that parcel/unit is equal to the Lowest Price Point for that Land Use Class as set forth in the consultant’s report described in Section C.1 on the date indicated in the consultant’s report, excluding however, the Annual Special Taxes that would be levied on such parcel/unit of the Lowest Price Point pursuant to this Rate and Method of Apportionment.

“Prepayable Portion of the Special Tax” shall have the meaning set forth in Section I of this Rate and Method of Apportionment.

“Pro Rata Share” means the ratio calculated by dividing the anticipated Maximum Annual Special Tax to be levied at build out of CFD No. 2013-3 (IA No. 10) by the anticipated Maximum Annual Special Tax to be levied at build out for all improvement areas within CFD No. 2013-3 based on the Current CFD Buildout Plan, excluding the Maximum Annual Special Taxes anticipated to be paid by Zone 2 in IA No. 3. So long as there are no CFD No. 2013-3 (IA No. 10) Bonds outstanding, the City shall recalculate the Pro Rata Share to reflect current development assumptions in connection with any change proceedings conducted in CFD No. 2013-3 and in connection with the amendment of Table 1 and/or Table 2 of the rate and method of apportionment for any improvement area of CFD No. 2013-3. Notwithstanding the foregoing, the City shall not recalculate the Pro Rata Share to incorporate any prepayments of the Prepayable Portion of the Special Tax.

“Property Owner Association Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2013-3 (IA No. 10) for which the owner of record, as determined from the County Assessor’s secured tax roll for the Fiscal Year in which the Annual Special Tax is being levied, is a property owner’s association, including any master or sub-association, (ii) any property located in a Final Subdivision and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street, or (iii) any property which, as of the May 1 preceding the Fiscal Year for which the Special Tax is being levied, has been conveyed to a property owner’s association, including any master or sub-association, provided such conveyance is submitted to the CFD Administrator by May 1 preceding the Fiscal Year for which the Annual Special Tax is being levied.

“Proportionately” means, for Developed Property, that the ratio of the actual Annual Special Tax levy to the Maximum Annual Special Tax is equal for all Assessor’s Parcels of Developed Property. For Final Mapped Property, “Proportionately” means that the ratio of the actual Annual Special Tax levy per acre to the Maximum Annual Special Tax per acre is equal for all Assessor’s Parcels of Final Mapped Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual Annual Special Tax levy per acre to the Maximum Annual Special Tax per acre is equal for all Assessor’s Parcels of Undeveloped Property. The term “Proportionately” may similarly be applied to other categories of Taxable Property as listed in Section E below. Notwithstanding the above, a disproportionate levy shall be permissible for any Assessor’s Parcels in CFD No. 2013-3 (IA No. 10) to cover any delinquencies by a property owner.

“Public Property” means, for each Fiscal Year, all property within the boundaries of CFD No. 2013-3 (IA No. 10) that (i) is owned by, irrevocably offered or dedicated to, or leased to, the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased or with respect to which a possessory interest has been granted to a non-exempt person or entity by any of the foregoing entities, then pursuant to Section 53340.1 of the Act, such leasehold or possessory interest shall be taxed and classified according to its use, or (ii) is encumbered by a public easement making impractical its use for any purpose other than that set forth in the easement.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment for CFD No. 2013-3 (IA No. 10).

“Residential Floor Area” means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area for an Assessor’s Parcel shall be made by reference to the building permit(s) issued for such Assessor’s Parcel.

“Residential Property” means any and each Assessor’s Parcel of Developed Property for which a building permit permitting the construction thereon of one or more residential Dwelling Units has been issued by the City, or other governmental agency, but specifically excluding Church Property.

“Resolution of Formation” means the resolution designating CFD No. 2013-3 (IA No. 10).

“Special Tax” or “Special Taxes” means, as the context requires either or both of the Annual Special Taxes and the One-Time Special Taxes that may be levied annually or only one-time, respectively, on one or more Assessor’s Parcels of Taxable Property within CFD No. 2013-3 (IA No. 10) pursuant to this Rate and Method of Apportionment.

“State” means the State of California.

“Subordinate CFD No. 2013-3 (IA No. 10) Bonds” means any CFD No. 2013-3 (IA No. 10) Bonds that are subordinate to any current or future CFD No. 2013-3 (IA No. 10) Bonds and that meet the requirements set forth in the Amended and Restated Development Agreement.

“Taxable Property” means, each Fiscal Year, all of the Assessor’s Parcels within the boundaries of CFD No. 2013-3 (IA No. 10) which are not exempt from the Special Tax pursuant to applicable law or Section F below, as of July 1st of that Fiscal Year.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section F below.

“Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement” means, so long as the amount required is not less than zero, that amount of Annual Special Taxes required, if any, in any Fiscal Year to (i) pay debt service on the Outstanding Bonds payable in the calendar year commencing in such Fiscal Year, (ii) pay any amounts required to establish or replenish any reserve funds for all CFD No. 2013-3 (IA No. 10) Bonds, (iii) pay for Administrative Expenses, and (iv) pay for reasonably anticipated Annual Special Tax delinquencies based on the delinquency rate for the Annual Special Tax levied in the previous Fiscal Year, less (v) an amount equal to the Developed Property Annual Special Tax Requirement, less (vi) the amount of the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement levied on Final Mapped Property and Undeveloped Property in such Fiscal Year, less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator.

“Taxable Public Property” means all Assessor’s Parcels of Public Property that are not exempt pursuant to Section F below.

“Total Floor Area” means the sum of the Residential Floor Area plus the Non-Residential Floor Area located on an Assessor’s Parcel.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Taxable Property Owner Association Property, or Taxable Public Property.

“Value Limitation” as recalculated separately for each Land Use Class at the time(s) set forth in Section C.1 means (i) the Annual Special Tax rate for a Land Use Class of Residential Property calculated as the difference between (A) the Lowest Price Point within such Land Use Class as determined by the third-party consultant in a report pursuant to Section C.1 herein multiplied by two percent (2%) and (B) the Overlapping Liens plus a sufficient amount to pay the assumed Irvine Ranch Water District assessments (to the extent not included within Overlapping Liens and subject to the limitations set forth in the Amended and Restated Development Agreement) for a residential unit assumed to have a value equal to the same Lowest Price Point used in subparagraph (A) above, as calculated by the CFD Administrator; (ii) that the amount of the Annual Special Tax rates for each Non-Residential Property Land Use Class identified in Table 1 and expressed as an amount per square foot of Non-Residential Floor Area, shall not exceed the product of (a) one and one hundred thirty-nine thousandths percent (1.139%) and (b) the per square foot value of land (as determined by the third-party appraisal described in Section C.1) located within CFD No. 2013-3 (IA No. 10) for each Non-Residential Property Land Use Class, divided by the Floor Area Ratio for the applicable Land Use Class; and (iii) that the amount of the Annual Special Tax rates for each Non-Residential Property Land Use Class set forth in Table 1 herein and expressed as an amount per Acre, shall not exceed the product of (a) the amount per square foot of Non-Residential Floor Area calculated in (ii) above for each Non-Residential Property Land Use Class, (b) the Floor Area Ratio for the applicable Land Use Class, and (c) 43,560.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2013-3 (IA No. 10) shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, or Taxable Public Property, and shall be subject to Annual Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and E herein.

C. MAXIMUM ANNUAL SPECIAL TAX RATE

1. Annual Special Tax

Residential Property shall be assigned to Land Use Classes 1 through 30 as listed in Table 1 herein based on the description and the Residential Floor Area for each Dwelling Unit as designated in Table 1. Non-Residential Property shall be assigned to Land Use Classes 31 through 36. Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Maximum Annual Special Tax rates for Residential Property and the Maximum Annual Special Tax rates for Non-Residential Property (set forth in Table 1) shall be reduced in accordance with, and subject to, the conditions set forth in this Section C.1, without the need for any proceedings to make changes permitted under the Act.

Upon the earlier of (i) one hundred twenty (120) calendar days before the projected execution date of a bond purchase agreement for the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as determined by the City, or (ii) the written request of the Developer submitted to the City within two hundred and seventy (270) calendar days before the projected date of issuance of the first building permit permitting the construction of a non-model residential

building for a Land Use Class within CFD No. 2013-3 (IA No. 10), a third-party consultant selected by the City shall be engaged (within thirty days after the applicable trigger date) to determine (A) the expected base (i.e., without any optional upgrades included) sales prices of the residential units within each Land Use Class based upon the anticipated base sales prices to end users at the time of calculation and (B) from those expected base sales prices, the lowest base sales price within such Land Use Class (hereafter referred to as the “Lowest Price Point”). If the City determines that the Lowest Price Point for a Land Use Class is equal to or greater than the price point that was used to establish the Maximum Annual Special Tax rates for such Land Use Class shown in Table 1, then there shall be no recalculation of the Maximum Annual Special Tax rates for such Land Use Class. If, however, the City determines that the Lowest Price Point for a Land Use Class is less than the price point that was used to establish the Maximum Annual Special Tax rates for such Land Use Class shown in Table 1, then the Maximum Annual Special Tax rate for Residential Property in such Land Use Class (as reflected in Table 1) shall be reduced to the amount necessary to comply with its recalculated Value Limitation. The reduction shall occur within thirty (30) calendar days of the completion of the third-party consultant's report.

Upon the earlier of (i) one hundred and twenty (120) calendar days before the projected execution date of a bond purchase agreement for the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as determined by the City, or (ii) the written request of the Developer submitted to the City within two hundred and seventy (270) calendar days before the projected date of issuance of the first building permit permitting the construction of a non-residential building for a Land Use Class within CFD No. 2013-3 (IA No. 10), a third-party appraiser selected by the City shall be engaged (within thirty days after the applicable trigger date) to determine the value of the Non-Residential Property within each Land Use Class at the time of calculation. Based upon the report of the appraiser, if the City so determines that the per square foot and per Acre Maximum Annual Special Tax rates, as reflected in Table 1 herein, exceed the recalculated Value Limitation for Non-Residential Property for a Land Use Class, then the per square foot and per Acre Maximum Annual Special Tax rates for such Non-Residential Property Land Use Class (as reflected in Table 1) that exceeds its recalculated Value Limitation shall be reduced to the amount necessary to comply with its recalculated Value Limitation, provided, however, that the Maximum Annual Special Tax rates for Non-Residential Property do not fall below \$0.416 per square foot of Non-Residential Floor Area. The reduction shall occur within thirty (30) calendar days of the completion of the third-party appraiser's report.

Notwithstanding the above, if, and to the extent, the recalculation of the Maximum Annual Special Tax rates for Residential Property and per square foot and per Acre Maximum Annual Special Tax rates for Non-Residential Property are triggered by the projected issuance of a building permit, the recalculation(s) shall only be completed for those Land Use Classes for which a building permit is expected to be issued within 270 days. If, and to the extent, the recalculation of the Maximum Annual Special Tax rates for Residential Property and per square foot and per Acre Maximum Annual Special Tax rates for Non-Residential Property are triggered by the projected execution of a bond purchase agreement within 120 days as determined by the City, the recalculation(s) shall be completed for all Land Use Classes within CFD No. 2013-3 (IA No. 10) that have not previously experienced a reduction in their Maximum Annual Special Tax rates (for Residential Property) or their Maximum Annual Special Tax rates (for Non-Residential Property).

Each Maximum Annual Special Tax rate reduction for a Land Use Class pursuant to this Section C.1, shall be calculated separately, as reasonably determined by the CFD Administrator, without regard to Maximum Annual Special Tax rate reductions that may be applicable to another Land

Use Class, and it shall not be required that a reduction in the Maximum Annual Special Tax rate for one Land Use Class be proportionate to reductions in Maximum Annual Special Tax rates for any other Land Use Class. If the Maximum Annual Special Tax rates for a Land Use Class do not require reduction as set forth in this Section C.1, then those Maximum Annual Special Tax rates set forth in Table 1 shall not be reduced irrespective of any reductions made to other Maximum Annual Special Tax rates. The reductions required pursuant to this Section C.1 shall be reflected in an amended notice of special tax lien which the City shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit A.

The Value Limitation does not limit the Maximum Annual Special Tax rates set forth in Table 1 that are levied against Taxable Property unless a recalculation of the Maximum Annual Special Tax rates is required by this Section C.1.

(a) Developed Property

(i) Maximum Annual Special Tax

The Maximum Annual Special Tax that may be levied and escalated as explained further in Section C.1.(a)(ii) below in any Fiscal Year for each Assessor's Parcel classified as Developed Property is shown below in Table 1.

TABLE 1

**Maximum Annual Special Tax for Developed Property
Improvement Area No. 10 of CFD No. 2013-3
Fiscal Year 2018-2019**

Land Use Class	Description	Maximum Annual Special Tax
1	DETACHED RESIDENTIAL PROPERTY (=> 5,700 SF)	\$20,782 Per Dwelling Unit
2	DETACHED RESIDENTIAL PROPERTY (5,450 SF - 5,699 SF)	\$19,945 Per Dwelling Unit
3	DETACHED RESIDENTIAL PROPERTY (5,200 SF - 5,449 SF)	\$19,106 Per Dwelling Unit
4	DETACHED RESIDENTIAL PROPERTY (4,950 SF - 5,199 SF)	\$18,269 Per Dwelling Unit
5	DETACHED RESIDENTIAL PROPERTY (4,700 SF - 4,949 SF)	\$17,430 Per Dwelling Unit
6	DETACHED RESIDENTIAL PROPERTY (4,450 SF - 4,699 SF)	\$16,591 Per Dwelling Unit
7	DETACHED RESIDENTIAL PROPERTY (4,200 SF - 4,449 SF)	\$15,753 Per Dwelling Unit
8	DETACHED RESIDENTIAL PROPERTY (3,950 SF - 4,199 SF)	\$14,925 Per Dwelling Unit
9	DETACHED RESIDENTIAL PROPERTY (3,700 SF - 3,949 SF)	\$14,443 Per Dwelling Unit
10	DETACHED RESIDENTIAL PROPERTY (3,450 SF - 3,699 SF)	\$14,047 Per Dwelling Unit
11	DETACHED RESIDENTIAL PROPERTY (3,200 SF - 3,449 SF)	\$12,579 Per Dwelling Unit
12	DETACHED RESIDENTIAL PROPERTY (2,950 SF - 3,199 SF)	\$11,663 Per Dwelling Unit
13	DETACHED RESIDENTIAL PROPERTY (2,700 SF - 2,949 SF)	\$10,889 Per Dwelling Unit
14	DETACHED RESIDENTIAL PROPERTY (2,450 SF - 2,699 SF)	\$9,927 Per Dwelling Unit

Land Use Class	Description	Maximum Annual Special Tax
15	DETACHED RESIDENTIAL PROPERTY (2,200 SF - 2,449 SF)	\$9,048 Per Dwelling Unit
16	DETACHED RESIDENTIAL PROPERTY (1,950 SF - 2,199 SF)	\$8,378 Per Dwelling Unit
17	DETACHED RESIDENTIAL PROPERTY (1,700 SF - 1,949 SF)	\$7,472 Per Dwelling Unit
18	DETACHED RESIDENTIAL PROPERTY (< 1,700 SF)	\$7,375 Per Dwelling Unit
19	ATTACHED RESIDENTIAL PROPERTY (>= 2,600 SF)	\$8,517 Per Dwelling Unit
20	ATTACHED RESIDENTIAL PROPERTY (2,400 SF – 2,599 SF)	\$7,998 Per Dwelling Unit
21	ATTACHED RESIDENTIAL PROPERTY (2,200 SF – 2,399 SF)	\$7,478 Per Dwelling Unit
22	ATTACHED RESIDENTIAL PROPERTY (2,000 SF – 2,199 SF)	\$6,959 Per Dwelling Unit
23	ATTACHED RESIDENTIAL PROPERTY (1,800 SF – 1,999 SF)	\$6,439 Per Dwelling Unit
24	ATTACHED RESIDENTIAL PROPERTY (1,600 SF – 1,799 SF)	\$6,049 Per Dwelling Unit
25	ATTACHED RESIDENTIAL PROPERTY (1,400 SF – 1,599 SF)	\$5,582 Per Dwelling Unit
26	ATTACHED RESIDENTIAL PROPERTY (1,200 SF – 1,399 SF)	\$4,881 Per Dwelling Unit
27	ATTACHED RESIDENTIAL PROPERTY (1,000 SF – 1,199 SF)	\$4,361 Per Dwelling Unit
28	ATTACHED RESIDENTIAL PROPERTY (800 SF – 999 SF)	\$3,842 Per Dwelling Unit
29	ATTACHED RESIDENTIAL PROPERTY (< 800 SF)	\$3,712 Per Dwelling Unit
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	\$0 Per Dwelling Unit
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$22,869 per Acre, when applied, whichever is greater
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$23,446 per Acre, when applied, whichever is greater
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$26,043 per Acre, when applied, whichever is greater
34	NON-RESIDENTIAL – OFFICE PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$23,518 per Acre, when applied, whichever is greater
35	NON-RESIDENTIAL – AUTO CENTER	\$5.54 per square foot of Non-Residential Floor Area or \$20,279 per Acre, when applied, whichever is greater
36	OTHER NON-RESIDENTIAL PROPERTY	\$1.65 per square foot of Non-Residential Floor Area or \$22,219 per Acre, when applied, whichever is greater

(ii) Increase in the Maximum Annual Special Tax

The Fiscal Year 2018-2019 Maximum Annual Special Tax, identified in Table 1 above, as such Table may be amended and restated in full pursuant to this Rate and Method of Apportionment, shall increase thereafter (i) commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter through the Fiscal Year in which the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were issued occurs, by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year; and (ii) commencing in the Fiscal Year following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were issued, by an amount equal to three percent (3%) of the Maximum Annual Special Tax as determined following the partial termination of the Special Tax as set forth in Section J, and on July 1 of each Fiscal Year thereafter by an amount equal to three percent (3%) of the amount in effect for the previous Fiscal Year.

(iii) Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Annual Special Taxes levied on an Assessor's Parcel shall be the sum of the Maximum Annual Special Taxes for all Land Use Classes located on that Assessor's Parcel. If an Assessor's Parcel of Developed Property includes both Residential Property and Non-Residential Property, the Acreage to be assigned to the Non-Residential Property for purposes of establishing the Annual Special Tax shall equal the total Acreage of the Assessor's Parcel multiplied by the Non-Residential Floor Area on the Assessor's Parcel, the product of which shall be divided by Total Floor Area on the Assessor's Parcel. Furthermore, for a condominium plan, if only a portion of its building permits have been issued, the remaining portion of the condominium plan shall be considered Final Mapped Property. The CFD Administrator's allocation to each type of property shall be final.

(b) Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property

(i) Intermediate Maximum Annual Special Tax

The Fiscal Year 2018-2019 Intermediate Maximum Annual Special Tax for each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be \$61,049 per Acre, and shall increase thereafter, commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Intermediate Maximum Annual Special Tax for the previous Fiscal Year.

(ii) Maximum Annual Special Tax

The Fiscal Year 2018-2019 Maximum Annual Special Tax for each Assessor's Parcel of Final Mapped Property, Undeveloped Property, Taxable Property Owner Association Property, and Taxable Public Property shall be \$95,769 per Acre, and shall increase thereafter, commencing on July 1, 2019 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the Maximum Annual Special Tax for the previous Fiscal Year.

D. ONE-TIME SPECIAL TAX

All of the requirements of this Section D, which describes the One-Time Special Tax that may result from a change in development as determined pursuant to this Section D, shall only apply after the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, with the exception of disclosure-related requirements discussed under Section D.6, which apply both before and after the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds. The provisions of this Section D shall not be impacted by the issuance of any Subordinate CFD No. 2013-3 (IA No. 10) Bonds.

The following additional definitions apply to this Section D:

“Authorized Bonded Indebtedness” means \$120,000,000.

“Bond Issuance Development Phase Table” means a table, to be included herein as Table 2, which is prepared by the CFD Administrator after the submittal of a Bond Issuance Development Plan. Within the Bond Issuance Development Phase Table, each existing or prospective building permit for Residential Property shall be assigned to Land Use Classes 1 through 30 for each Development Phase, and each existing or prospective building permit of Non-Residential Property shall be assigned to Land Use Classes 31 through 36 for each Development Phase. If no Development Phases have been identified in the Bond Issuance Development Plan, such Dwelling Units and Non-Residential Property shall be listed by Land Use Classes for the entire CFD No. 2013-3 (IA No. 10).

“Bond Issuance Development Plan” means a development plan for CFD No. 2013-3 (IA No. 10) (i) submitted by the Developer immediately prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, and (ii) approved by the CFD Administrator, as updated for each subsequent series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds. The Bond Issuance Development Plan shall identify the number of Dwelling Units and the Land Use Class for each existing or anticipated Dwelling Unit in each Development Phase, and if applicable, identify the existing or anticipated Non-Residential Property Acreage and Non-Residential Floor Area, if available, by Land Use Class anticipated to be constructed within each Development Phase. If no Development Phases have been identified in the Development Plan, such Dwelling Units, Acreage and Non-Residential Floor Area shall be listed by Land Use Classes for the entire CFD No. 2013-3 (IA No. 10).

“City Building and Safety Division” means the building and safety division of the City's Community Development Department.

“Compliance Letter” means a letter from the CFD Administrator notifying the property owner that (i) no One-Time Special Tax is due for the anticipated Residential Property and/or Non-Residential Property listed in the Compliance Letter, or (ii) any One-Time Special Tax that was due for the Residential Property and/or Non-Residential Property listed in the Compliance Letter has been paid in full by the property owner. However, the terms of a Compliance Letter only apply (A) if the building permits actually issued for such Residential Property reflect numbers of Dwelling Units and Land Use Classes that are identical to those listed in the Compliance Letter, and (B) if the building permits actually issued for such Non-Residential Property reflect Land Use Classes, Non-Residential Floor Area and Acreage, that are identical to those listed in the

Compliance Letter.

“Development Phase” means a tract map, planning area, or geographic area representing an expected construction phase planned to be developed by one or more merchant builders at the time the Bond Issuance Development Plan is submitted by the Developer and approved by the CFD Administrator. A Development Plan shall designate the geographic area included within each Development Phase by Assessor's Parcels or tract and lot numbers.

“IA No. 10 Buildout” means the completion of all proposed development in IA No. 10, as proposed by the Developer and approved by the City.

“Maximum One-Time Special Tax” means the maximum One-Time Special Tax, determined in accordance with Section D, which can be levied on an Assessor's Parcel and collected by the One-Time Special Tax Payment Date.

“Non-Compliant Property” means an Assessor's Parcel of Pending Property that generates a need for a One-Time Special Tax as calculated under Section D.3.

“One-Time Special Tax Account” means the funds or accounts (regardless of their names) identified in the Indenture to hold all or a portion of the payments of the One-Time Special Tax received from property owners within CFD No. 2013-3 (IA No. 10).

“One-Time Special Tax Payment Date” means, for an Assessor's Parcel, the later of (i) 30 days after the date of the bill distributed by the CFD Administrator requesting the payment of a One-Time Special Tax, or (ii) 30 days after the issuance of a building permit.

“Pending Development” means Projected Residential Property and Projected Non-Residential Property for which (i) a Compliance Letter has been requested, (ii) building permits have recently been issued that were located on Assessor's Parcels that were not included in a previously-issued Compliance Letter, or (iii) building permits have recently been issued for Assessor's Parcels that were included in a previously-issued Compliance Letter that has been nullified pursuant to Section D.1., because the Projected Residential Property and Projected Non-Residential Property delineated in the actual building permits for such Assessor's Parcels are not consistent with the development listed in the previously-issued Compliance Letter.

“Projected Non-Residential Property” means anticipated Non-Residential Property for which the CFD Administrator has not yet determined whether or not a One-Time Special Tax shall be levied, or for which such determination has been nullified pursuant to Section D.1.

“Projected Residential Property” means anticipated Dwelling Units of Residential Property for which the CFD Administrator has not yet determined whether or not a One-Time Special Tax shall be levied, or for which such determination has been nullified pursuant to Section D.1.

“Total Assumed Annual Special Taxes” means the total estimated Annual Special Taxes that would be levied at IA No. 10 Buildout, assuming the construction of 671 Dwelling Units, and shall be calculated by dividing the Bond Authorization by twenty-one (21). This defined term shall only be used for purposes of calculating a Maximum One-Time Maximum Special Tax under Section D.6, and shall not be employed in the actual calculation of a One-Time Special Tax for an Assessor's Parcel.

“Total Expected Non-Residential Property Acreage” means the total amount of Acreage of Non-Residential Property expected to be developed in each Development Phase based on the Bond Issuance Development Plan, or if no Development Phases have been identified, for the entire CFD No. 2013-3 (IA No. 10).

“Total Number of Expected Dwelling Units” means the total number of Dwelling Units expected to be constructed in each Development Phase based on the Bond Issuance Development Plan, or if no Development Phases have been identified, for the entire CFD No. 2013-3 (IA No. 10).

“Update Property” means an Assessor’s Parcel of Final Mapped Property or Undeveloped Property for which a building permit was issued after May 1 of the Fiscal Year preceding the current Fiscal Year.

“Updated Development Phase Table” means a table prepared by the CFD Administrator reflecting the existing Residential Property and Non-Residential Property and the Projected Residential Property and Non-Residential Property to be constructed in a Development Phase, as revised pursuant to Section D.3.

1. Development Utilizing Optional Compliance Letter

(a) Property Owner Request for Compliance Letter

(i) Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, a property owner may, prior to the issuance of a building permit for construction of any Residential Property for a specific Assessor’s Parcel, tract or lot, request a Compliance Letter from the CFD Administrator to determine whether or not such property owner will be required to pay a One-Time Special Tax. The request from the property owner shall contain a list of all Residential Property for which the property owner is requesting a Compliance Letter, and shall identify the Development Phase(s), if any, within which the Residential Property is expected by the property owner to be located. The property owner shall also submit the Assessor’s Parcel or tract and lot numbers on which the Residential Property is to be constructed, and the Land Use Class for each residential Dwelling Unit associated with the Residential Property.

(ii) Non-Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, a property owner may, prior to the issuance of a building permit for construction of any Non-Residential Property for a specific Assessor’s Parcel, tract, or lot, request a Compliance Letter from the CFD Administrator to determine whether or not such property owner will be required to pay a One-Time Special Tax. The request from the property owner shall contain the final map, parcel map, or lot line adjustment for which the property owner is requesting a Compliance Letter, as well as identify the Development Phase(s) within which the

Non-Residential Property is expected by the property owner to be located. The property owner shall also submit the Assessor's Parcel or tract and lot numbers on which the Non-Residential Property is to be constructed, the Non-Residential Floor Area and Acreage for such Assessor's Parcel or tract and lot numbers, and the Land Use Class into which such development should be assigned.

(b) Issuance of Compliance Letter

(i) Residential Property

The number of residential Dwelling Units by Land Use Class in each Development Phase, if any, as listed in the Bond Issuance Development Phase Table, shall be reviewed by the CFD Administrator upon the receipt of a request from a property owner for a Compliance Letter. The CFD Administrator shall assign each Dwelling Unit identified in such request to Land Use Classes 1 through 30 for the applicable Development Phase within which such Dwelling Unit is to be located. If the CFD Administrator determines for Land Use Classes 1-30 that (i) the number of Dwelling Units of Projected Residential Property being requested for a specific Land Use Class in a Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in that Development Phase, does not exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total number of Dwelling Units anticipated to be constructed in the Development Phase as a result of this request is not less than the Total Number of Expected Dwelling Units reflected in the Bond Issuance Development Phase Table for that Development Phase, then a Compliance Letter shall be awarded to the property owner stating that no One-Time Special Tax shall be levied on the Projected Residential Property in the specific Land Use Classes proposed in the request from the property owner. This Compliance Letter shall be forwarded to the property owner by the CFD Administrator and shall list, by Land Use Class and Assessor's Parcel, the Residential Property that shall be exempt from the One-Time Special Tax.

However, should the CFD Administrator determine that (i) the number of Dwelling Units of Projected Residential Property being requested for a specific Land Use Class in the Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total number of such Dwelling Units to exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total number of Dwelling Units anticipated to be constructed in the entire Development Phase as a result of the request would decrease the number of Dwelling Units to be constructed to below the Total Number of Expected Dwelling Units for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then a Compliance Letter shall not be issued prior to the CFD Administrator determining if a One-Time Special Tax shall be required.

The CFD Administrator shall monitor the issuance of building permits by the City

within CFD No. 2013-3 (IA No. 10) on a weekly basis prior to IA No. 10 Buildout. If a property owner receives a Compliance Letter for Residential Property that is Pending Development and should that property owner be issued a building permit to construct a building that is not consistent with the Projected Residential Property listed in the Compliance Letter, such Compliance Letter shall be nullified, and a new review of such Residential Property shall be conducted by the CFD Administrator, as called for under Section D.2, below, based on the development identified on the building permit.

(ii) Non-Residential Property

The amount of Non-Residential Property Acreage and Non-Residential Floor Area by Land Use Class in each Development Phase, if any, as listed in the Bond Issuance Development Phase Table, shall be reviewed by the CFD Administrator upon the receipt of a request from a property owner for a Compliance Letter. The CFD Administrator shall assign each Acre of Non-Residential Property identified in such request to Land Use Classes 31 through 36 in the applicable Development Phase within which such Acreage and Non-Residential Floor Area is to be located. If the CFD Administrator determines for Land Use Classes 31-36 that (i) the amount of Non-Residential Property Acreage being requested for a specific Land Use Class in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of the request is not less than the Total Expected Non-Residential Property Acreage reflected in the Bond Issuance Development Phase Table for that Development Phase, then a Compliance Letter shall be awarded to the property owner stating that no One-Time Special Tax shall be levied on the Projected Non-Residential Property in the specific Land Use Classes proposed in the request from the property owner. This One-Time Special Tax Compliance Letter shall be forwarded to the property owner by the CFD Administrator listing, by Land Use Class and Assessor's Parcel, the Non-Residential Property that shall be exempt from the One-Time Special Tax.

However, should the CFD Administrator determine that (i) the amount of Non-Residential Property Acreage being requested for such Land Use Class in the Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total amount of Non-Residential Property Acreage to exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed for the entire Development Phase as a result of the request would decrease the amount of Non-Residential Property Acreage to be constructed to below the Total Expected Non-Residential Property Acreage for the entire Development Phase reflected in the Bond Issuance Development Phase

Table, then a Compliance Letter shall not be issued prior to the CFD Administrator determining if a One-Time Special Tax shall be required.

The CFD Administrator shall monitor the issuance of building permits by the City within CFD No. 2013-3 (IA No. 10) on a weekly basis prior to IA No. 10 Buildout. If a property owner receives a Compliance Letter for the development of Non-Residential Property that is Pending Development, and should that property owner be issued a building permit to construct a building that is not consistent with the Projected Non-Residential Property listed in the Compliance Letter, such Compliance Letter shall be nullified, and a new review of such Non-Residential Property shall be conducted by the CFD Administrator, as called for under Section D.2., below, based on the development identified on the building permit.

2. Development Not Utilizing Optional Compliance Letter

(a) Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the CFD Administrator shall, no less frequently than once each week prior to IA No. 10 Buildout, obtain from the City Building and Safety Division a list of building permits for Residential Property within CFD No. 2013-3 (IA No. 10) that have been issued during the period since the CFD Administrator last obtained such building permit information. The CFD Administrator shall determine those building permit issuances for which Compliance Letters have not already been issued, and shall identify the Assessor's Parcels or tract and lot numbers on which the construction that is the subject of such permit issuances is taking place, and the Development Phase and Land Use Class for each Dwelling Unit that is Pending Development. Such determination shall be completed within 15 days of the CFD Administrator's obtaining the building permit data from the City Building Department.

If the CFD Administrator determines for Land Use Classes 1-30 that (i) the number of Dwelling Units for which building permits have been issued for a specific Land Use Class in a Development Phase, plus those Dwelling Units previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, and (ii) the total number of Dwelling Units anticipated to be constructed in the Development Phase as a result of these building permits, as provided by the Developer and approved by the City, is not less than the Total Number of Expected Dwelling Units reflected in the Bond Issuance Development Phase Table for that Development Phase, then no One-Time Special Tax shall be levied on the Assessor's Parcels or lots on which such development is occurring.

However, should the CFD Administrator determine that (i) the Dwelling Units for such Land Use Class included in these building permits for a Development Phase, plus those previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total

number of such Dwelling Units to exceed the Total Number of Expected Dwelling Units for that Land Use Class as listed in the Bond Issuance Development Phase Table for that Development Phase, or (ii) the total number of Dwelling Units anticipated to be constructed in the entire Development Phase as a result of the request would decrease the number of Dwelling Units to be constructed to below the Total Number of Expected Dwelling Units for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then the CFD Administrator shall undertake the calculations listed under this Section D to determine whether or not a One-Time Special Tax shall be levied on this Residential Property.

(b) Non-Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the CFD Administrator shall, no less frequently than once each week, obtain from the City Building and Safety Division a list of the building permits for Non-Residential Property within CFD No. 2013-3 (IA No. 10) that have been issued during the period since the CFD Administrator last obtained such building permit information. The CFD Administrator shall determine those building permit issuances for which Compliance Letters have not already been issued, and shall identify the Assessor's Parcels or tract and lot numbers on which the construction that is the subject of such permit issuances is taking place, and the Land Use Class for the Non-Residential Property that is Pending Development. Such determination shall be completed within 15 days of the CFD Administrator's obtaining the building permit data from the City Building Department.

The CFD Administrator shall assign the Acreage of Non-Residential Property being requested to Land Use Classes 31 through 36 in the applicable Development Phase within which such Non-Residential Property Acreage is to be located based on the type of use. If the CFD Administrator determines for Land Use Classes 31-36 that (i) the amount of Non-Residential Property Acreage associated with a building permit for a specific Land Use Class in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, does not exceed the Total Expected Non-Residential Property Acreage for that Land Use Class as listed in the Bond Issuance Development Phase Table, and (ii) the total amount of Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of the building permit, as submitted by the Developer and approved by the City, is not less than the Total Expected Non-Residential Property Acreage reflected in the Bond Issuance Development Phase Table for the Development Phase, then no One-Time Special Tax shall be levied on such Non-Residential Property.

However, should the CFD Administrator determine that (i) the Non-Residential Property Acreage for such Land Use Class included in this building permit in a Development Phase, plus the Non-Residential Property Acreage previously identified and approved by the CFD Administrator as belonging to such Land Use Class in the Development Phase, cause the total Non-Residential Property Acreage to exceed the Total Expected Non-Residential Property Acreage for that

Land Use Class as listed in the Bond Issuance Development Phase Table for the Development Phase, or (ii) the total Non-Residential Property Acreage anticipated to be constructed in the entire Development Phase as a result of this building permit would decrease the amount of Non-Residential Property Acreage to be constructed to below the Total Expected Non-Residential Property Acreage for the entire Development Phase reflected in the Bond Issuance Development Phase Table, then the CFD Administrator shall undertake the calculations listed under this Section D to determine whether or not a One-Time Special Tax shall be levied on this Non-Residential Property.

TABLE 2**BOND ISSUANCE DEVELOPMENT PHASE TABLE**

**Expected Residential Dwelling Units and Non-Residential Property Acreage per Land Use Class
Improvement Area No. 10 of CFD No. 2013-3**

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
1	DETACHED RESIDENTIAL (=> 5,700 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2	DETACHED RESIDENTIAL (5,450 SF - 5,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
3	DETACHED RESIDENTIAL (5,200 SF - 5,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4	DETACHED RESIDENTIAL (4,950 SF – 5,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5	DETACHED RESIDENTIAL (4,700 SF - 4,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
6	DETACHED RESIDENTIAL (4,450 SF - 4,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
7	DETACHED RESIDENTIAL (4,200 SF - 4,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
8	DETACHED RESIDENTIAL (3,950 SF - 4,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
9	DETACHED RESIDENTIAL (3,700 SF - 3,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
10	DETACHED RESIDENTIAL (3,450 SF - 3,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
11	DETACHED RESIDENTIAL (3,200 SF - 3,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
12	DETACHED RESIDENTIAL (2,950 SF - 3,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
13	DETACHED RESIDENTIAL (2,700 SF - 2,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
14	DETACHED RESIDENTIAL (2,450 SF - 2,699 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
15	DETACHED RESIDENTIAL (2,200 SF - 2,449 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
16	DETACHED RESIDENTIAL (1,950 SF - 2,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
17	DETACHED RESIDENTIAL (1,700 SF - 1,949 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
18	DETACHED RESIDENTIAL (< 1,700 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
19	ATTACHED RESIDENTIAL (=> 2,600 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
20	ATTACHED RESIDENTIAL (2,400 SF – 2,599 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
21	ATTACHED RESIDENTIAL (2,200 SF – 2,399 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
22	ATTACHED RESIDENTIAL (2,000 SF – 2,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
23	ATTACHED RESIDENTIAL (1,800 SF – 1,999 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
24	ATTACHED RESIDENTIAL (1,600 SF – 1,799 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
25	ATTACHED RESIDENTIAL (1,400 SF – 1,599 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
26	ATTACHED RESIDENTIAL (1,200 SF – 1,399 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
27	ATTACHED RESIDENTIAL (1,000 SF – 1,199 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
28	ATTACHED RESIDENTIAL (800 SF – 999 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
29	ATTACHED RESIDENTIAL (< 800 SF)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TOTAL NUMBER OF EXPECTED DWELLING UNITS (LAND USE CLASSES 1-30)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Land Use Class	Description	Expected Residential Dwelling Units/Non-Residential Property Acreage						
		Develop. Phase 1	Develop. Phase 2	Develop. Phase 3	Develop. Phase 4	Develop. Phase 5	Develop. Phase 6	Develop. Phase 7
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
34	NON-RESIDENTIAL – OFFICE PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
35	NON-RESIDENTIAL – AUTO CENTER	TBD	TBD	TBD	TBD	TBD	TBD	TBD
36	OTHER NON-RESIDENTIAL PROPERTY	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TOTAL EXPECTED NON-RESIDENTIAL PROPERTY ACREAGE/FLOOR AREA (LAND USE CLASSES 31-36)	TBD	TBD	TBD	TBD	TBD	TBD	TBD

3. Calculation of One-Time Special Tax

If a One-Time Special Tax calculation is required as determined by the CFD Administrator pursuant to Section D.1 or Section D.2., for any Pending Development, the CFD Administrator shall review the Bond Issuance Development Phase Table with respect to the applicable Development Phase(s) in consultation with the current property owner(s) for all remaining Final Mapped Property and Undeveloped Property within such Development Phase, and shall prepare an Updated Development Phase Table identifying the revised number of Dwelling Units and/or the amount of Non-Residential Property Acreage anticipated within each Land Use Class for that Development Phase. If no Development Phases are included in the Bond Issuance Development Phase Table, such analysis shall be applied to the entire CFD No. 2013-3 (IA No. 10), as shall the analyses cited throughout this Section D.3. The CFD Administrator shall not be responsible for any delays in preparing the Updated Development Phase Table that result from a refusal on the part of one or more current property owners of Final Mapped Property or Undeveloped Property within the applicable Development Phase to provide information on their future development. If such a refusal on the part of one or more current property owners persists for more than 14 days, the CFD Administrator shall rely on the Residential Property and/or Non-Residential Property identified in the Bond Issuance Development Phase Table for the Final Mapped Property and/or Undeveloped Property within the applicable Development Phase.

The CFD Administrator shall then review the Updated Development Phase Table and determine the One-Time Special Tax, if any, to be levied on the applicable Assessor's Parcels of Pending Development being analyzed. The calculations shall be undertaken by the CFD Administrator, based on the data in the applicable Updated Development Phase Table, as follows:

- Step 1. Compute the sum of the Annual Special Tax revenues authorized to be levied on all Developed Property and Update Property within the applicable Development Phase, plus the sum of the Annual Special Tax revenues authorized to be levied on all future development within the applicable Development Phase as identified in the Updated Development Phase Table assuming IA No. 10 Buildout, as determined by the CFD Administrator in consultation with the property owner(s).
- Step 2. Determine the Annual Special Tax revenues expected to be generated by the applicable Development Phase based on the Bond Issuance Development Phase Table.
- Step 3. If the total sum computed pursuant to Step 1 is greater than or equal to the amount computed pursuant to Step 2, then no One-Time Special Tax shall be required and a Compliance Letter shall be awarded to the property owner by the CFD Administrator for all Pending Development. If the total sum computed pursuant to Step 1 is less than the amount computed pursuant to Step 2, subtract the amount computed pursuant to Step 1 from the amount computed pursuant to Step 2 (hereinafter called the "Remaining Amount"), then continue to Step 4.
- Step 4. Determine the Annual Special Tax revenues expected to be generated by all Development Phases based on the Bond Issuance Development Phase Table.

- Step 5. Multiply the amount of Outstanding Bonds by a fraction, the numerator of which is the Remaining Amount computed for such Development Phase in Step 3, and the denominator of which is the amount computed for all Development Phases in Step 4. The result is the amount of Outstanding Bonds that can be supported by the shortfall computed pursuant to Step 3. Round up the amount determined under this Step 5 to the nearest increment of \$5,000 to compute the amount of Outstanding Bonds to be redeemed.
- Step 6. Multiply the amount computed pursuant to Step 5 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed.
- Step 7. Compute the amount needed to pay interest on the amount computed pursuant to Step 5 from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest possible redemption date for the Outstanding Bonds, and subtract therefrom the estimated amount of interest earnings to be derived from the reinvestment of the amounts computed pursuant to Step 5 and Step 6 until such redemption.
- Step 8. Determine all of the administrative costs associated with implementing the One-Time Special Tax, including the costs of computation of the One-Time Special Tax, the costs to invest the One-Time Special Tax proceeds and the costs of redeeming Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds.
- Step 9. A reserve fund credit shall be determined. The credit shall equal the lesser of: (a) the expected reduction in the reserve requirement (as specified in the Indenture), if any, associated with the redemption of Outstanding Bonds with proceeds of the One-Time Special Tax, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds with proceeds of the One-Time Special Tax from the balance in the reserve fund on the determination date of the One-Time Special Tax, but in no event shall such amount be less than zero. No reserve fund credit shall be granted if the amount then on deposit in the reserve fund for the Outstanding Bonds is below 100% of the reserve requirement (as defined in the Indenture).
- Step 10. The One-Time Special Tax is equal to the sum of the amounts computed pursuant to Steps 5, 6, 7 and 8, less the credit computed pursuant to Step 9.

4. Billing and Collection of One-Time Special Tax

The One-Time Special Tax for any Development Phase, as calculated above, shall be levied by means of direct billing of the owners of the Assessor's Parcels for all Pending Development in that Development Phase that has been found to be Non-Compliant Property. The total One-Time Special Taxes required as a result of an Assessor's Parcel of Non-Compliant Property shall be divided proportionately among all of the Pending Development owned by the property owner of such Assessor's Parcel, based on the relative amount of Annual Special Taxes to be levied on and applied to the Assessor's Parcels of Pending Development owned by such property owner in the next Fiscal Year. The resulting One-Time Special Tax levied on each Assessor's Parcel of Pending Development owned by such property owner shall have the same priority and bear the

same proportionate penalties and interest after delinquency as do the *ad valorem* taxes on real property. CFD No. 2013-3 (IA No. 10) shall effect the levy of the One-Time Special Tax in accordance with the ordinance of the City levying the Special Taxes.

The CFD Administrator shall prepare a bill for the One-Time Special Tax payable with respect to each Assessor's Parcel of Pending Development and shall send such bill to the property owner of such parcel by United States first-class mail, postage prepaid. Said bill shall be so mailed no later than five business days after the date of the calculation, and shall be dated as of the date of such mailing. The One-Time Special Tax shall be due and payable upon the One-Time Special Tax Payment Date. The ownership and billing address for each such Assessor's Parcel shall be ascertained from the records of the Assessor of the County. Each such bill shall state the amount of the One-Time Special Tax payable, the One-Time Special Tax Payment Date, and shall inform the property owner that, if such One-Time Special Tax is not paid by such date, penalties and interest will begin to accrue, foreclosure proceedings may be initiated and a lis pendens may be recorded against the Assessor's Parcel until the One-Time Special Tax is paid.

5. Term: Exemptions

The One-Time Special Tax shall terminate and no longer be levied or collected pursuant to this Rate and Method of Apportionment on the date that is the later of (i) the Fiscal Year immediately following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were sold or (ii) Fiscal Year 2058-2059. Property exempt from the levy of the Special Taxes by law or pursuant to the provisions of Section F, below, shall also be exempt from the levy of the One-Time Special Tax.

6. Maximum One-Time Special Tax Disclosure

While the actual One-Time Special Tax shall be calculated based on the methodology delineated in Sections D.1, D.2, and D.3, above, Section 53321(d) of the California Government Code requires that a rate and method of apportionment allow a property owner to estimate the maximum special taxes that could potentially be levied on its property. The Maximum One-Time Special Tax for an Assessor's Parcel may be estimated by utilizing the following methodology:

(a) Residential Property

Step 1. Divide the Annual Special Tax rate listed in Table 1 for a Dwelling Unit in Land Use Class 1 by the Total Assumed Annual Special Taxes.

Step 2. Multiply the quotient resulting from Step 1 by the Authorized Bonded Indebtedness. The product of these two numbers is the Maximum One-Time Special Tax for a Dwelling Unit of Residential Property in CFD No. 2013-3 (IA No. 10).

(b) Non-Residential Property

Step 1. Divide the Annual Special Tax rate listed in Table 1 on an Acreage or on a projected Non-Residential Floor Area basis, whichever is greater, for the Land Use Class in which the Non-Residential Property belongs, by the Total

Assumed Annual Special Taxes.

Step 2. Multiply the quotient resulting from Step 1 by the Authorized Bonded Indebtedness. The product of these two numbers is the Maximum One-Time Special Tax on an Acreage or a Non-Residential Floor Area basis for Non-Residential Property in CFD No. 2013-3 (IA No. 10).

E. METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX

1. Annual Levy

Commencing with Fiscal Year 2018-2019 and for each following Fiscal Year, the Council shall levy the Annual Special Tax as follows:

First: The Annual Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Maximum Annual Special Tax for Developed Property.

Second: Determine the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement and Proportionately levy the Annual Special Tax on each Assessor's Parcel of Final Mapped Property until the amount levied on Final Mapped Property is equal to the lesser of (i) the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement, or (ii) 100% of the Intermediate Maximum Annual Special Tax for Final Mapped Property.

Third: If additional monies are needed to satisfy the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement after the first two steps have been completed, the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property until the amount levied on Undeveloped Property is equal to the lesser of (i) the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement less the amount levied pursuant to the second step above, or (ii) 100% of the Intermediate Maximum Annual Special Tax for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement after the first three steps have been completed, then the Annual Special Tax levy on each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be increased in equal percentages from the Intermediate Maximum Annual Special Tax up to 100% of the Maximum Annual Special Tax for Final Mapped Property and Undeveloped Property until the Final Mapped Property/Undeveloped Property Annual Special Tax Requirement is satisfied.

Fifth: Determine the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement and Proportionately levy the Annual Special Tax on each Assessor's Parcel of Taxable Property Owner Association Property until the amount levied on Taxable Property Owner Association Property is equal to the lesser of (i) the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement or (ii) 100% of the Maximum Annual Special Tax for Taxable Property Owner Association Property.

Sixth: If additional monies are needed to satisfy the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement after the fifth step has been completed, then the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property until the amount levied on Taxable Public Property is equal to the lesser of (i) the Taxable Property Owner Association Property/Taxable Public Property Annual Special Tax Requirement less the amount levied pursuant to the fifth step above, or (ii) 100% of the Maximum Annual Special Tax for Taxable Public Property.

F. EXEMPTIONS

No Special Tax shall be levied on up to (i) 19.88 Acres of Property Owner Association Property in CFD No. 2013-3 (IA No. 10), (ii) 24.29 Acres of Public Property in CFD No. 2013-3 (IA No. 10), and (iii) 0 Acres of Church Property in CFD No. 2013-3 (IA No. 10). No Special Tax shall be levied on Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units provided that the number of such Dwelling Units in CFD No. 2013-3 (IA No. 10) does not cause the total of such Dwelling Units within CFD No. 2013-3 to exceed 1,048 Dwelling Units. Once 1,048 Dwelling Units have been assigned to these three categories, all additional Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units Dwelling Units shall be subject to the Special Tax Rates assigned to comparable-sized market rate Dwelling Units, as listed in Table 1. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property in CFD No. 2013-3 (IA No. 10) becomes Public Property, Property Owner Association Property, Church Property, Affordable Housing, Moderate Affordable Units, or Moderate Affordable Senior Units. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, Church Property, Affordable Housing, Moderate Affordable Units, or Moderate Affordable Senior Units, it will, from that point forward, be subject to the Special Tax.

Property Owner Association Property or Public Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as part of the fifth step and sixth step in Section E above, respectively, at up to 100% of the applicable Maximum Annual Special Tax for Taxable Property Owner Association Property or Taxable Public Property.

Church Property that is not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as Other Non-Residential Property in Section E above, at up to 100% of the applicable Maximum Annual Special Tax for Other Non-Residential Property.

Affordable Housing, Moderate Affordable Units, and Moderate Affordable Senior Units that are not exempt from the Special Tax under this section shall be subject to the levy of the Annual Special Tax (as well as the One-Time Special Tax) and shall be taxed Proportionately as Residential Property in Section E above, at up to 100% of the applicable Maximum Annual Special Tax for the applicable Land Use Class 1-29, based on whether the Dwelling Unit is attached or detached and its square footage.

Notwithstanding the foregoing paragraphs, prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, if an Assessor's Parcel subject to the Special Tax becomes Public Property, the Assessor's Parcel shall be deemed Exempt Property and shall

be exempt from the levy of the Special Tax so long as such Assessor's Parcel remains Public Property.

Assessor's Parcels or Units that are exempt from the levy of the Annual Special Tax under this Section F are also exempt from the payment of any One-Time Special Taxes.

G. MANNER OF COLLECTION

The Annual Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the City, through the CFD Administrator may (i) directly bill the Annual Special Tax (as well as the One-Time Special Tax), and/or may collect Special Taxes at a different time or in a different manner if necessary to meet financial obligations or as otherwise required herein and (ii) may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels. All direct billings shall be due within 30 days of the billing date.

H. APPEALS AND INTERPRETATIONS

Any landowner who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may submit a written appeal to the CFD Administrator. The CFD Administrator shall review the appeal and if the City concurs, a refund shall be provided that is consistent with statutory requirements in the Revenue and Taxation Code. The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner appeals.

I. PREPAYMENT OF ANNUAL SPECIAL TAX

Under this Rate and Method of Apportionment, an Assessor's Parcel within CFD No. 2013-3 (IA No. 10) is permitted to prepay a portion of the Maximum Annual Special Tax (the "Prepayable Portion of the Annual Special Tax"). The obligation of the Assessor's Parcel to pay the Prepayable Portion of the Annual Special Tax may be fully or partially prepaid and permanently satisfied as described herein, provided that a prepayment may be made only for Assessor's Parcels of Developed Property, or an Assessor's Parcel of Final Mapped Property or Undeveloped Property for which a building permit for construction has been issued after January 1, 2019, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to fully or partially prepay the Prepayable Portion of the Annual Special Tax shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel. The CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to a date that notice of redemption of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds from the proceeds of such prepayment must be given by the Trustee pursuant to the Indenture. No portion of the Maximum Annual Special Tax other than the Prepayable Portion of the Annual Special Tax may be prepaid. Only Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds may be redeemed as the result of any prepayment in this Section I Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the percentages identified in Section I (in

connection with the calculation of the Prepayable Portion of the Residential Property Annual Special Tax and the Prepayable Portion of the Non-Residential Property Annual Special Tax) and Section J may be changed to reflect changes in development, without the need for any proceedings to make changes permitted under the Act.

1. Full Prepayment of the Prepayable Portion of the Annual Special Tax

The full Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be the Prepayment Amount identified in Section (a) below, for Residential Property, and the Prepayment Amount identified in Section (b) below for Non-Residential Property.

(a) Residential Property

As of the proposed date of prepayment, the full Prepayment Amount for Residential Property Annual Special Taxes shall be determined by application of the following steps:

- Step 1. Determine the number of future years remaining until the Fiscal Year in which the fortieth anniversary of the date on which the first issue of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds have not yet been issued, the number shall be 40.
- Step 2. Determine the Maximum Annual Special Tax being levied in the current Fiscal Year on the Assessor's Parcel prepaying the Annual Special Tax (under the assumption that the Assessor's Parcel is Developed Property).
- Step 3. Multiply the Maximum Annual Special Tax calculated pursuant to Step 2 by 77.01% (the "Prepayable Portion of the Residential Property Annual Special Tax").
- Step 4. Determine the amount of Annual Special Tax levied in the current Fiscal Year on such Assessor's Parcel which has not yet been paid and multiply this amount by 77.01%.
- Step 5. The Prepayment Amount determined under this Section (a) shall be computed by calculating the sum of the following: (i) the net present value of the flow of annual revenues from the Prepayable Portion of the Residential Property Annual Special Tax as determined under Step 3, for the number of years identified in Step 1, escalated annually by 2.0%, using a discount rate equal to the Discount Rate; and (ii) the unpaid current Fiscal Year's Prepayable Portion of the Residential Property Annual Special Tax as determined under Step 4 (collectively, the "Prepayment Amount").

(b) Non-Residential Property

As of the proposed date of prepayment, the full Prepayment Amount for Non-Residential Property Annual Special Taxes shall be determined by application of the following steps:

- Step 1. Determine the number of future years remaining until the Fiscal Year in which the fortieth anniversary of the date on which the first issue of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds have not yet been issued, the number shall be 40.
- Step 2. Determine the Maximum Annual Special Tax being levied in the current Fiscal

- Year on the Assessor's Parcel prepaying the Annual Special Tax (under the assumption that the Assessor's Parcel is Developed Property).
- Step 3. Multiply the Maximum Annual Special Tax calculated pursuant to Step 2 by 78.42% (the "Prepayable Portion of the Non-Residential Annual Special Tax").
- Step 4. Determine the amount of Annual Special Tax levied in the current Fiscal Year on such Assessor's Parcel which has not yet been paid and multiply this amount by 78.42%.
- Step 5. The Prepayment Amount determined under this Section (b) shall be computed by calculating the sum of the following: (i) the net present value of the flow of annual revenues from the Prepayable Portion of the Non-Residential Annual Special Tax as determined under Step 3, for the number of years identified in Step 1, escalated annually by 2.0%, using a discount rate equal to the Discount Rate; and (ii) the unpaid current Fiscal Year's Prepayable Portion of the Non-Residential Annual Special Tax as determined under Step 4 (collectively, the "Prepayment Amount").

2. Partial Prepayment of the Prepayable Portion of the Special Tax

The amount of the partial prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = PE \times F$$

These terms have the following meaning:

- PP = the Partial Prepayment Amount of the Prepayable Portion of the Annual Special Tax
- PE = the Prepayment Amount of the Prepayable Portion of the Annual Special Tax calculated according to Section I.1.(a) (for Residential Property) or Section I.1.(b) (for Non-Residential Property).
- F = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Prepayable Portion of the Annual Special Tax.

3. General Provisions Applicable to Prepayment

(a) Use of Prepayments

Subsequent to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be applied in the following order of priority: (i) to be deposited into specific funds established under the Indenture, to fully or partially retire as many Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds as possible, and, if amounts are less than \$5,000, to make debt service payments on the Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, (ii) to finance Group A Facilities and/or Group B Facilities, as identified in the Amended and Restated Development Agreement, and (iii) to be remitted to the City and used for any Authorized Facilities or Authorized Services in accordance with the Amended and Restated Development Agreement. Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the Prepayment Amount of the Prepayable Portion of the Annual Special Tax shall be applied in the following order of priority: (i) to finance Group A and/or Group B Facilities, as identified in the Amended and Restated Development Agreement, and (ii) to be remitted to the City and used for

any Authorized Facilities or Authorized Services in accordance with the Amended and Restated Development Agreement.

(b) Full Prepayment of the Prepayable Portion of the Special Tax

Upon confirmation of the payment of the current Fiscal Year's entire Prepayable Portion of the Annual Special Tax, the CFD Administrator shall remove the current Fiscal Year's Prepayable Portion of the Annual Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in accordance with Section I.1, the CFD Administrator shall indicate in the records of CFD No. 2013-3 (IA No. 10) that there has been a prepayment of the Prepayable Portion of the Annual Special Tax and that a portion of the Maximum Annual Special Tax with respect to such Assessor's Parcel, equal to 22.99% of the Maximum Annual Special Tax for Residential Property and 21.58% of the Maximum Annual Special Tax for Non-Residential Property, shall continue to be levied on such Assessor's Parcel pursuant to Section E.

(c) Partial Prepayment of the Prepayable Portion of the Special Tax

Upon confirmation of the payment of a portion of the current Fiscal Year's Prepayable Portion of the Annual Special Tax, the CFD Administrator shall remove a portion of the current Fiscal Year's Prepayable Portion of the Annual Special Tax levy for such Assessor's Parcel from the County tax rolls equal to that amount included in the partial prepayment for such Assessor's Parcel determined in Section I.2. With respect to any Assessor's Parcel that is partially prepaid in accordance with Section I.2, the CFD Administrator shall indicate in the records of CFD No. 2013-3 (IA No. 10) that there has been a partial prepayment of the Prepayable Portion of the Annual Special Tax and that a portion of the Maximum Annual Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage $[1.00 - (.7701 \times F)]$ multiplied by the Maximum Annual Special Tax for Residential Property and $[1.00 - (.7842 \times F)]$ multiplied by the Maximum Annual Special Tax for Non-Residential Property shall continue to be levied on such Assessor's Parcel pursuant to Section E.

(d) Debt Service Coverage

Notwithstanding the foregoing, no prepayment of the Prepayable Portion of the Annual Special Tax shall be allowed unless, at the time of such proposed prepayment, the Annual Special Tax that may be levied on Taxable Property within CFD No. 2013-3 (IA No. 10) in all Fiscal Years (after excluding 19.88 Acres of Property Owner Association Property, 24.29 Acres of Public Property, 0 Acres of Church Property, and the expected number of Affordable Property, Moderate Affordable Units, and Moderate Affordable Senior Units that will be Exempt Property in CFD No. 2013-3 (IA No. 10) as set forth in Section F), both prior to and after the proposed prepayment, is at least equal to the Debt Service Coverage times the debt service necessary to support the remaining Outstanding Bonds.

J. TERM OF ANNUAL SPECIAL TAX

84.71% of the Maximum Annual Special Tax on Residential Property and 86.26% of the Maximum

Annual Special Tax on Non-Residential Property shall terminate and no longer be levied or collected pursuant to this Rate and Method of Apportionment on the date that is the later of (i) the Fiscal Year immediately following the fortieth anniversary of the date on which the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds were sold or (ii) Fiscal Year 2058-2059. The remaining portion of the Annual Special Tax for both Residential Property and Non-Residential Property shall be levied into perpetuity.

Prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 10) Bonds, the termination percentages listed immediately above may be changed to reflect changes in development, without the need for any proceedings to make changes permitted under the Act.

K. NO EXTENSION OR MODIFICATION OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT

Notwithstanding any reference to the Amended and Restated Development Agreement, nothing herein shall incorporate extensions to or modifications of the Amended and Restated Development Agreement in to the Rate and Method of Apportionment.

EXHIBIT A

CERTIFICATE TO AMEND ANNUAL SPECIAL TAX

CITY OF IRVINE AND CFD No. 2013-3 (IA No. 10) CERTIFICATE

1. Pursuant to Section C of the Rate and Method of Apportionment, as attached to the Notice of Special Tax Lien, recorded in the Official Records of the County of Orange as Instrument No. XXXXXX on MM/DD/YYYY, the City of Irvine (“City”) and City of Irvine Community Facilities District No. 2013-3 (“CFD No. 2013-3 (IA No. 10)”) hereby reduce some or all of the Maximum Annual Special Taxes for Residential Property or the Special Taxes for Non-Residential Property set forth in Table 1 of the Rate and Method of Apportionment for CFD No. 2013-3 (IA No. 10).

The information in Table 1 relating to the Fiscal Year 2018-2019 Maximum Annual Special Tax for Developed Property within CFD No. 2013-3 (IA No. 10) shall be amended and restated in full as follows:

Land Use Class	Description	Maximum Special Tax
1	DETACHED RESIDENTIAL PROPERTY (>= 5,700 SF)	\$[_____] per Dwelling Unit
2	DETACHED RESIDENTIAL PROPERTY (5,450 SF - 5,699 SF)	\$[_____] per Dwelling Unit
3	DETACHED RESIDENTIAL PROPERTY (5,200 SF - 5,449 SF)	\$[_____] per Dwelling Unit
4	DETACHED RESIDENTIAL PROPERTY (4,950 SF – 5,199 SF)	\$[_____] per Dwelling Unit
5	DETACHED RESIDENTIAL PROPERTY (4,700 SF - 4,949 SF)	\$[_____] per Dwelling Unit
6	DETACHED RESIDENTIAL PROPERTY (4,450 SF - 4,699 SF)	\$[_____] per Dwelling Unit
7	DETACHED RESIDENTIAL PROPERTY (4,200 SF - 4,449 SF)	\$[_____] per Dwelling Unit
8	DETACHED RESIDENTIAL PROPERTY (3,950 SF - 4,199 SF)	\$[_____] per Dwelling Unit
9	DETACHED RESIDENTIAL PROPERTY (3,700 SF - 3,949 SF)	\$[_____] per Dwelling Unit
10	DETACHED RESIDENTIAL PROPERTY (3,450 SF - 3,699 SF)	\$[_____] per Dwelling Unit
11	DETACHED RESIDENTIAL PROPERTY (3,200 SF - 3,449 SF)	\$[_____] per Dwelling Unit
12	DETACHED RESIDENTIAL PROPERTY (2,950 SF - 3,199 SF)	\$[_____] per Dwelling Unit
13	DETACHED RESIDENTIAL PROPERTY (2,700 SF - 2,949 SF)	\$[_____] per Dwelling Unit
14	DETACHED RESIDENTIAL PROPERTY (2,450 SF - 2,699 SF)	\$[_____] per Dwelling Unit
15	DETACHED RESIDENTIAL PROPERTY (2,200 SF - 2,449 SF)	\$[_____] per Dwelling Unit
16	DETACHED RESIDENTIAL PROPERTY (1,950 SF - 2,199 SF)	\$[_____] per Dwelling Unit
17	DETACHED RESIDENTIAL PROPERTY (1,700 SF - 1,949 SF)	\$[_____] per Dwelling Unit
18	DETACHED RESIDENTIAL PROPERTY (< 1,700 SF)	\$[_____] per Dwelling Unit
19	ATTACHED RESIDENTIAL PROPERTY (>= 2,600 SF)	\$[_____] per Dwelling Unit
20	ATTACHED RESIDENTIAL PROPERTY (2,400 SF – 2,599 SF)	\$[_____] per Dwelling Unit

Land Use Class	Description	Maximum Special Tax
21	ATTACHED RESIDENTIAL PROPERTY (2,200 SF – 2,399 SF)	\$[_____] per Dwelling Unit
22	ATTACHED RESIDENTIAL PROPERTY (2,000 SF – 2,199 SF)	\$[_____] per Dwelling Unit
23	ATTACHED RESIDENTIAL PROPERTY (1,800 SF – 1,999 SF)	\$[_____] per Dwelling Unit
24	ATTACHED RESIDENTIAL PROPERTY (1,600 SF – 1,799 SF)	\$[_____] per Dwelling Unit
25	ATTACHED RESIDENTIAL PROPERTY (1,400 SF – 1,599 SF)	\$[_____] per Dwelling Unit
26	ATTACHED RESIDENTIAL PROPERTY (1,200 SF – 1,399 SF)	\$[_____] per Dwelling Unit
27	ATTACHED RESIDENTIAL PROPERTY (1,000 SF – 1,199 SF)	\$[_____] per Dwelling Unit
28	ATTACHED RESIDENTIAL PROPERTY (800 SF – 999 SF)	\$[_____] per Dwelling Unit
29	ATTACHED RESIDENTIAL PROPERTY (< 800 SF)	\$[_____] per Dwelling Unit
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	\$0 per Dwelling Unit
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
34	NON-RESIDENTIAL – OFFICE PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
35	NON-RESIDENTIAL – AUTO CENTER	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater
36	OTHER NON-RESIDENTIAL PROPERTY	\$__per square foot of Non-Residential Floor Area or \$__per Acre, when applied, whichever is greater

2. Upon execution of the certificate by the City and CFD No. 2013-3 (IA No. 10), the City shall cause an amended notice of special tax lien for CFD No. 2013-3 (IA No. 10) to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of the County and CFD No. 2013-3 (IA No. 10), receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

CITY OF IRVINE

By: _____ Date: _____
Director of Administrative Services

CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3

By: _____ Date: _____
CFD Administrator

EXHIBIT B

ANNUAL GUARANTEED AMOUNTS FOR CFD No. 2013-3

Fiscal Year	Amount
2018-2019	\$10,380,907
Each Fiscal Year Thereafter, Commencing in Fiscal Year 2019-2020	Increase Amount in Prior Fiscal Year by 3%.

ATTACHMENT B

**CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT No. 2013-3 (GREAT PARK)
IMPROVEMENT AREA NO. 10**

BOUNDARY MAP

106 37

**PROPOSED BOUNDARIES OF
IMPROVEMENT AREA No. 10 OF
CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT No. 2013-3
(Great Park)
COUNTY OF ORANGE, STATE OF CALIFORNIA**

IMPROVEMENT AREA No. 10 consists of
 Lots 1 through 130, inclusive,
 Lots 132 through 165, inclusive,
 Lots 167 through 170, inclusive,
 Lots 172 through 189, inclusive,
 Lots 191 through 214, inclusive,
 Lots A through Z, inclusive,
 Lots AA through ZZ, inclusive,
 Lots AAA through ZZZ, inclusive, and
 Lots AAAA through OOOO, inclusive,
 of Tract Map No. 18183.

Assessor Parcels within
 IMPROVEMENT AREA No. 10:
 580-761-46

580-761-47 (portion)
 580-761-48 (portion)
 580-761-50 (portion)
 580-761-51 (portion)
 580-762-70 (portion)
 591-131-11 (portion)
 591-131-12
 591-131-13
 591-131-52 (portion)

Reference is hereby made to the Assessor
 maps of the County of Orange, California,
 and to Tract Map No. 18183, recorded on
 December 5, 2018, as Instrument No.
 2018000454870, in Book 980, Pages 15
 through 42 of Miscellaneous Maps in the
 office of the Orange County, California
 Recorder, for a description of the lines and
 dimensions of each lot and parcel.

(1) Filed in the office of the City Clerk of the City of Irvine this
 ____ day of _____, 201__.

 Molly McLaughlin, City Clerk of the City of Irvine

(2) I hereby certify that the within map showing the proposed
 boundaries of Improvement Area No. 10 of City of Irvine
 Community Facilities District No. 2013-3 (Great Park),
 Orange County, State of California, was approved by the
 City Council of the City of Irvine at a special meeting
 thereof, held on this 17th day of January, 2019,
 by its Resolution No. 19-02.

 Molly McLaughlin, City Clerk of the City of Irvine

Recording Requested by: City of Irvine

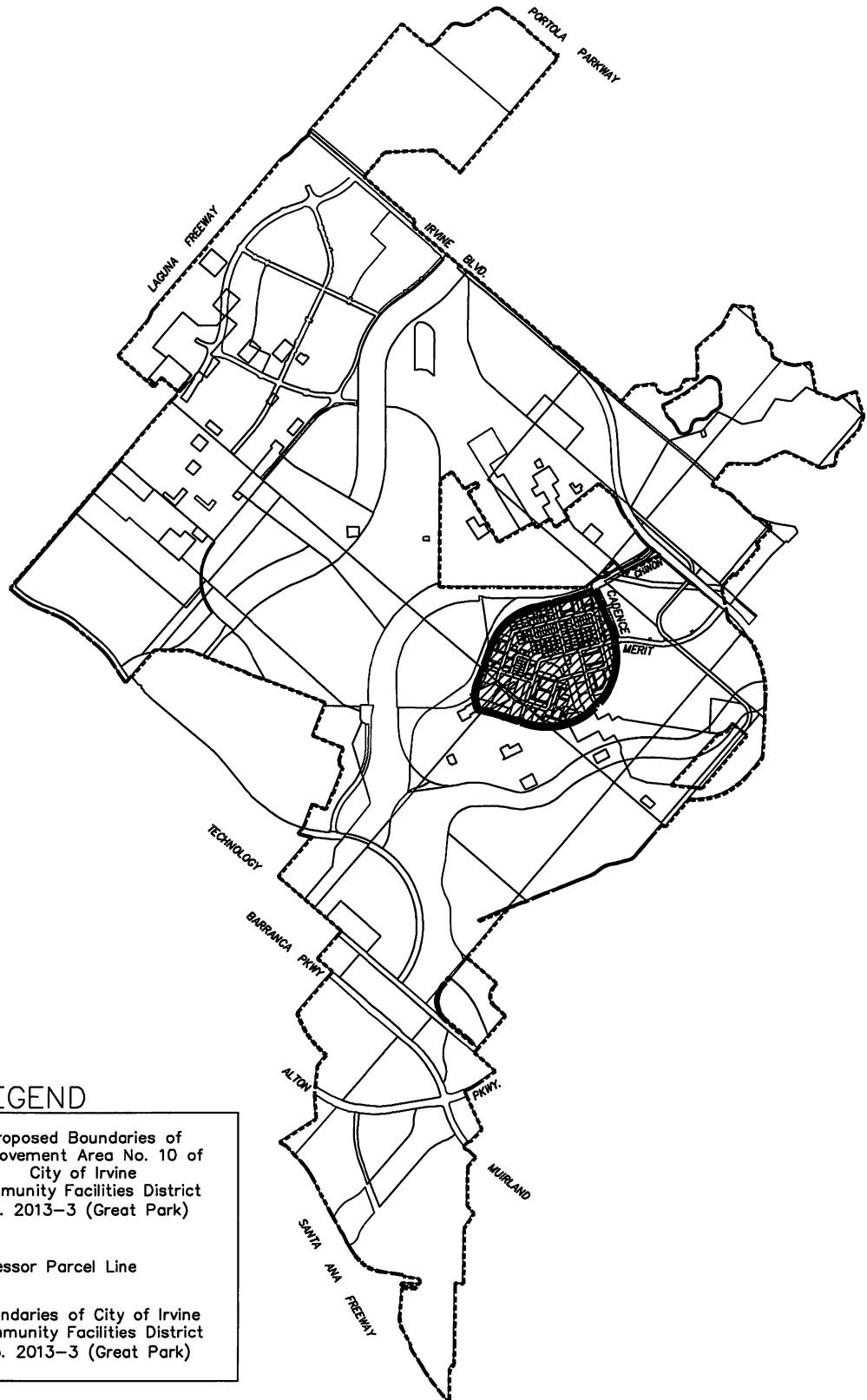
(3) Filed this 17th day of JAN, 2019, at the
 hour of 12:36 o'clock P m, in Book 106 of
 Maps of Assessment and Community Facilities
 Districts at page 37-38 and as Instrument No.
2019-17060 in the office of the County
 Recorder of the County of Orange, State of California.

Hugh Nguyen
 County Clerk-Recorder of County of Orange

By Rene Lipo
 Deputy

Fee EXEMPT
 Exempt recording requested, per
 CA Government Code §6103 - **27383**

PROPOSED BOUNDARIES OF
IMPROVEMENT AREA No. 10 OF
CITY OF IRVINE
COMMUNITY FACILITIES DISTRICT No. 2013-3
(Great Park)
COUNTY OF ORANGE, STATE OF CALIFORNIA



LEGEND



Proposed Boundaries of
Improvement Area No. 10 of
City of Irvine
Community Facilities District
No. 2013-3 (Great Park)



Assessor Parcel Line



Boundaries of City of Irvine
Community Facilities District
No. 2013-3 (Great Park)

4.2



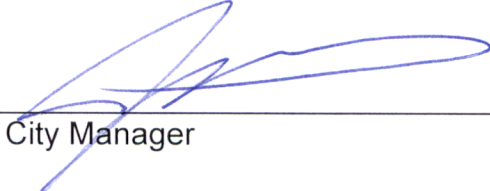
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: APPROVAL OF TAX-EXEMPT BOND ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY FOR FINANCING AN AFFORDABLE SENIOR HOUSING PROJECT FOR THE MAGNET SENIOR APARTMENTS



Director of Financial Management
& Strategic Planning



City Manager

RECOMMENDED ACTION

1. Receive staff report.
2. Open public hearing; receive public input.
3. Close public hearing.
4. City Council comments and questions.
5. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$45,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, AND DEVELOPMENT OF MAGNET SENIOR APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

EXECUTIVE SUMMARY

Related Companies doing business as Magnet Senior Housing Partners, L.P. (Borrower) has submitted an application to the California Statewide Communities Development Authority (CSCDA) to issue tax-exempt revenue bonds in an amount not to exceed \$45,000,000 for the acquisition, construction, and development of a 165-unit multifamily senior rental housing project, known as Magnet Senior Apartments (the Project). The Project is located at the intersection of Magnet and Hamal, on approximately 5.12 acres of land within the Great Park Neighborhoods, and operated by Related Management Company.

CSCDA was created pursuant to a joint exercise of powers agreement to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. For the Borrower to obtain the financing, as a member of CSCDA in which the Project is located,

the City must conduct a public hearing and approve CSCDA to issue indebtedness. Approval by the government jurisdiction in which the Project is located is a requirement of Section 147(f) of the Internal Revenue Code of 1986 (IRS Code).

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. It is authorized to issue tax-exempt bonds to promote economic development and public benefit.

The Borrower, founded in 1972, manages luxury, affordable, workforce apartments, commercial, retail and mixed-use developments. It has developed or acquired over 50,000 affordable housing units throughout the nation in a variety of geographically, economically and socially diverse neighborhoods.

Magnet Senior Housing Partners, L.P., a limited partnership, is the developer of the proposed Project (the Developer). The Project will consist two four-story buildings containing a total of 165 affordable senior rental housing units.

The Borrower has requested that CSCDA issue one or more series of revenue bonds on its behalf from time to time, including bonds issued to refund such revenue bonds, in an aggregate principal amount not to exceed \$45,000,000 (the Bonds). Proceeds of the Bonds will be used to finance and refinance the acquisition, construction, and development of the Project, located at the intersection of Magnet and Hamal, known as Magnet Senior Apartments.

CSCDA is authorized to issue bonds to promote economic development and public benefit. It has issued more than \$50 billion of bonds through over 1,300 financings since 1988. To initiate such financing, the member participant of CSCDA in which a borrower's proposed project is located must conduct a public hearing and approve CSCDA's issuance of indebtedness. The City of Irvine previously approved CSCDA financings for several multifamily housing projects, with the most recent two projects located within the Beacon Park neighborhood in 2016.

ALTERNATIVES CONSIDERED

The City Council could choose not to approve the issuance of the Bonds. Without City Council approval, the proposed Project could not be financed through CSCDA. Since there is no financial obligation to the City, and the issuances of the Bonds is beneficial to the community by providing additional affordable housing units in the City, the alternative is not recommended.

FINANCIAL IMPACT

The Bonds are not an obligation of the City. CSCDA is the issuer of the Bonds. The City bears no costs for the issuance of the proposed Bonds, and no administrative burden for ongoing reporting and disclosure. The Bonds will be the sole responsibility of the Borrower, and the City will have no financial, legal, or administrative obligations or responsibilities with regard to the Bonds.

REPORT PREPARED BY Patricia Song, Manager of Fiscal Services

ATTACHMENT Resolution Approving Bond Issuance

CITY COUNCIL RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$45,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, AND DEVELOPMENT OF MAGNET SENIOR APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, the City of Irvine (the "City") is a member of the Authority; and

WHEREAS, Magnet Senior Housing Partners, L.P., a limited partnership, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$45,000,000 (the "Bonds") for the acquisition, construction, and development of a 165-unit multifamily affordable rental housing project located at the intersection of Magnet and Hamal, Irvine, California, generally known as Magnet Senior Apartments (the "Project") and operated by Related Management Company; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the Authority has determined that the City Council of the City is an "applicable elected representative" for purposes of holding such hearing; and

ATTACHMENT

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority, following the conduct of the public hearing, in order to satisfy the public approval requirement of section 147(f) of the Code and the requirements of section 9 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Code, and the City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the location, financing and nature of the Project and the Authority's issuance of the Bonds therefor; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes.

NOW, THEREFORE, the City Council of the City of Irvine does hereby resolve as follows:

Section 1. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" in accordance with section 147(f) of the Code, and (b) by the City Council in accordance with section 9 of the Agreement.

Section 2. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 3. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the improvement or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 4. The Mayor, the City Manager, the Administrative Services Director, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts, as may be necessary or convenient to effect the purposes of this Resolution and the issuance of the Bonds hereby approved.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of February, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of February, 2019 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

4.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: APPROVAL OF TAX-EXEMPT BOND ISSUANCE BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR FINANCING AND REFINANCING AN AFFORDABLE HOUSING PROJECT FOR SALERNO APARTMENTS

Director of Financial Management
& Strategic Planning

City Manager

RECOMMENDED ACTION

1. Receive staff report.
2. Open public hearing; receive public input.
3. Close public hearing.
4. City Council comments and questions.
5. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF SALERNO APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

EXECUTIVE SUMMARY

Cypress Village CIC, LP (Borrower) has submitted an application to the California Municipal Finance Authority (CMFA) to issue tax-exempt revenue bonds in an amount not to exceed \$30,000,000 for the acquisition, construction, improvement, and equipping of an 80-unit multifamily rental housing project, known as Salerno Apartments (the Project), and operated by ConAm Management Corporation. The Project is located at the northeast corner of Sand Canyon Avenue and Nightmist.

CMFA was created pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. For the Borrower to obtain the financing, as a member of CMFA in which the Project is located, the City must conduct a public hearing and approve CMFA to issue indebtedness. Approval by the government jurisdiction in which the Project is located is a requirement of Section 147(f) of the Internal Revenue Code of 1986 (IRS Code).

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

The Borrower is a limited partnership made up of Chelsea Investment Corporation (the Developer) and another investor. The Developer is a real estate company focused on and experienced in the financing and development of affordable housing.

The Borrower has requested that CMFA issue one or more series of revenue bonds on its behalf from time to time, including bonds issued to refund such revenue bonds, in an aggregate principal amount not to exceed \$30,000,000 (the Bonds). Proceeds of the Bonds will be used to finance and refinance the acquisition, construction, improvement, and equipping of an 80-unit multifamily affordable rental housing project, located at the northeast corner of Sand Canyon Avenue and Nightmist, known as Salerno Apartments.

CMFA is authorized to issue bonds to promote economic development and public benefit. It has issued over \$16.5 billion of bonds for more than 300 jurisdictions within the State of California. To initiate such financing, the member participant of CMFA in which a borrower's proposed project is located must conduct a public hearing and approve CMFA's issuance of indebtedness. The City of Irvine previously approved CMFA financings for Concordia University in 2011 and 2017, and more recently for Santa Alicia Apartments in November 2018.

ALTERNATIVES CONSIDERED

The City Council could choose not to approve the issuance of the Bonds. Without City Council approval, the proposed Project could not be financed through CMFA. Since there is no financial obligation to the City, and the issuances of the Bonds is beneficial to the community by providing additional affordable housing units in the City, the alternative is not recommended.

FINANCIAL IMPACT

The Bonds are not an obligation of the City. CMFA is the issuer of the Bonds. The City bears no costs for the issuance of the proposed Bonds, and no administrative burden for ongoing reporting and disclosure. The Bonds will be the sole responsibility of the Borrower, and the City will have no financial, legal, or administrative obligations or responsibilities with regard to the Bonds.

REPORT PREPARED BY Patricia Song, Manager of Fiscal Services

ATTACHMENT Resolution Approving Bond Issuance

CITY COUNCIL RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$30,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF SALERNO APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, pursuant Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the City of Irvine (the "City") is a member of the Authority; and

WHEREAS, the Authority is authorized to issue and sell revenue notes and bonds for the purpose, among others, of financing or refinancing multifamily residential rental housing facilities for low and very low income persons and households; and

WHEREAS, Cypress Village CIC, LP, a limited partnership, has requested that the Authority adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$30,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of an 80-unit multifamily rental housing project located at the northeast corner of Sand Canyon Avenue and Nightmist (APN: 104-584-47), Irvine, California, generally known as Salerno Apartments (the "Project") and operated by ConAm Management Corporation; and

WHEREAS, in order for the interest on the loan evidenced by the Bonds to be tax-exempt, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that an "applicable elected representative" of a governmental unit, the boundaries of which include the site at which the Project is located, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

WHEREAS, the Authority has determined that the City Council of the City is an "applicable elected representative" for purposes of holding such hearing; and

ATTACHMENT

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority, following the conduct of the public hearing, in order to satisfy the public approval requirement of section 147(f) of the Code and the requirements of section 4 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Code, and the City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the location, financing and nature of the Project and the Authority's issuance of the Bonds therefor; and

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes.

NOW, THEREFORE, the City Council of the City of Irvine does hereby resolve as follows:

Section 1. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" in accordance with section 147(f) of the Code, and (b) by the City Council in accordance with section 4 of the Agreement.

Section 2. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 3. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the improvement or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 4. The Mayor, the City Manager, the Administrative Services Director, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts, as may be necessary or convenient to effect the purposes of this Resolution and the issuance of the Bonds hereby approved.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of February, 2019.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of February, 2019 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

4.4



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: REVIEW OF ENFORCEMENT STRATEGY FOR BOARDING HOUSES,
SHORT-TERM RENTALS AND CODE AMENDMENT TO CLARIFY THE
DEFINITION OF BOARDING HOUSE

Director of Community Development

City Manager

RECOMMENDED ACTION

- 1) Open the public hearing.
- 2) Continue the public hearing to March 12, 2019.

EXECUTIVE SUMMARY

Staff requests a continuance to the City Council meeting of March 12, 2019 for additional time to analyze recommendations and impacts.

ALTERNATIVES CONSIDERED

None.

FINANCIAL IMPACT

Not applicable.

REPORT PREPARED BY

Steve Holtz, Manager of Neighborhood Services

5.1




REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: SENIOR SERVICES STRATEGIC PLAN UPDATE FISCAL YEARS 2018-19 THROUGH 2022-23


Director of Community Services


City Manager

RECOMMENDED ACTION

Adopt the Senior Services Strategic Plan Update Fiscal Years 2018-19 through 2022-23.

EXECUTIVE SUMMARY

In 2012, the City Council approved the Senior Services Strategic Plan 2012-17 (Senior Plan), presented as Attachment 1, to guide the development, implementation, and delivery of City programs and services for Irvine seniors. In 2017, the Community Services Department conducted a public outreach effort to update the Senior Plan for the subsequent five years. Input was solicited on five goal areas: Education; Health and Recreation; Housing; Social Well-being and Vulnerable Seniors; and Transportation.

Community Services staff incorporated input received from the outreach effort to develop the Senior Services Strategic Plan Update Fiscal Years 2018-19 through 2022-23 (Plan Update), presented as Attachment 2. The Senior Citizens Council (Senior Council) reviewed the Plan Update draft and provided feedback and recommendations. The Plan Update identifies goals and strategies to guide the development, implementation, and delivery of City programs for seniors and builds directly on the previous Senior Plan. The goals of the Plan Update are:

- Education: Provide information and a variety of educational opportunities to older adults.
- Health and Recreation: Promote physical and social health for older adults through health and recreation activities.
- Housing: Enhance collaborations and education to address senior housing needs.
- Social Well-being and Vulnerable Seniors: Promote wellness, independence, and inclusion for vulnerable seniors.
- Transportation: Support safe and accessible transportation for seniors.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At its November 15, 2018 meeting, the Senior Council voted 6-0-1 (Senior Council Members Inmon, Jones, Kim, Kondru, Owens, and Woollett voting in favor; Senior Council Member Ranjbar absent), to recommend the City Council adopt the Plan Update and recommend the City Council allocate funding to conduct a feasibility study to address the need for additional senior center programming space.

ANALYSIS

In 2017, the Community Services Department completed a public outreach effort to update the Senior Plan. Five key stakeholder meetings and three community forums were conducted to gather input on the Plan Update's five goal areas: Education; Health and Recreation; Social Well-being and Vulnerable Seniors; Transportation; and Housing.

Community input was presented to the Senior Council during four of its regular monthly meetings to solicit input as part of the Plan Update development. The Plan Update includes a demographic overview which outlines the growing senior population and Irvine's ethnic diversity. Also included are the most significant achievements under the Senior Plan, such as an increase of approximately 26 percent in volunteer hours provided by approximately 600 individuals, and an increase of approximately 84 percent in the number of recreation and fitness class offerings at the senior centers.

The Plan Update is comprised of five priority areas with respective goals and nine strategies. The following table lists the priority areas in alphabetical order with their corresponding goals and strategies.

EDUCATION	
Goal:	Provide information on a variety of educational opportunities to older adults.
Strategy:	Enhance promotional strategies to increase awareness of educational programs and services.
Strategy:	Expand and enhance information and learning opportunities on issues important to seniors and their families.
HEALTH AND RECREATION	
Goal:	Promote physical and social health for older adults through health and recreation activities.
Strategy:	Enhance marketing strategies to increase awareness of health and recreation programs.

Strategy:	Expand senior health and recreation program opportunities.
HOUSING	
Goal:	Enhance collaborations and education to address senior housing needs.
Strategy:	Promote safety measures and assistance services to support aging in place.
Strategy:	Provide information to seniors with housing needs.
SOCIAL WELL-BEING AND VULNERABLE SENIORS	
Goal:	Promote wellness, independence, and inclusion for vulnerable seniors.
Strategy:	Enhance systems to identify and serve the most vulnerable senior populations.
TRANSPORTATION	
Goal:	Support safe and accessible transportation for seniors.
Strategy:	Enhance outreach and education to support senior mobility.
Strategy:	Explore collaborative partnerships and innovative models to enhance access to transportation services.

The Plan Update includes a five-year implementation matrix created in accordance with the Plan Update's goals and strategies. The implementation matrix identifies specific actions to meet the recommended goals and strategies guiding the City's work around Senior Services for Fiscal Years 2018-19 through 2022-23. The Senior Council will review and evaluate the Plan Update's implementation and outcomes twice annually. Ongoing monitoring and feedback will ensure the Plan Update remains relevant to community needs and responsive to changing conditions.

ALTERNATIVES CONSIDERED

The City Council could suggest additional revisions to the Plan Update and alternatives for evaluating senior center programming space.

FINANCIAL IMPACT

The Plan Update will be an essential ongoing endeavor, driving the programming, staffing allocation, and resource deployment for the City's Senior Services. Funding for the first year of the Plan Update is included in the Fiscal Year 2018-19 Budget. Funding for the subsequent years will be requested through the City's budget approval process.

The City Council has already approved funding through the Mike Ward Community Park Master Plan Capital Improvement Project which includes a feasibility study component. The study will analyze the need for additional senior center programming space.

REPORT PREPARED BY

Sheila Driscoll, Community Services Manager

ATTACHMENTS

1. Senior Services Strategic Plan 2012-2017
2. Senior Services Strategic Plan Update Fiscal Years 2018-19 through 2022-23



Senior Services Strategic Plan 2012-2017

Implementation Matrix
For Serving Irvine's Older Adults

Notes:

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Executive Summary

The City of Irvine, incorporated in 1971, has developed over the past 40 years to become one of America's safest and most successful master-planned urban communities, with a population of more than 219,000, spanning over 65 square miles. Irvine is known for its top-rated educational institutions, enterprising business atmosphere, sound environmental stewardship and a respect for diversity.

Planning is a hallmark of the City of Irvine, not only in physical terms of the city's development, but also in delivering high quality parks, programming, services and facilities. Irvine is consistently ranked as one of America's safest cities and most desirable places to live or do business. The City's strategic planning and community participation has resulted in successful models for business planning, fiscal priorities, and preventive measures to ensure the health and well-being of children, youth and families. It is a natural evolution of the City's growth that the community would develop a strategy to address the needs of its aging population.

In February 2009, the City of Irvine Community Services Department and Senior Citizens Council began development of a Senior Services Strategic Plan (Senior Plan) to identify priority services for Irvine's older adults. Between February 2009 and January 2010, the City implemented a community planning process involving five task forces, an advisory committee and participation of over 600 community members and professionals through a variety of outreach methods, including town hall meetings and community surveys.

The primary goals of the Senior Plan are to identify and support policies and practices that strengthen the emotional, cognitive, physical, and social health of the City's older adults. The plan provides the City with a vision, a set of strategies and an Implementation Matrix to address five priority focus areas between 2012 and 2017, identified in Appendix A. The City is committed to strategies that are effective and build upon existing resources.

To achieve the Senior Plan vision, the following priority areas were identified:

- 1) Education - Support information and assistance to older adults on topics such as financial, legal, insurance, employment, advocacy and policy issues;

- 2) Housing - Support accessible, affordable and safe housing for older adults;
- 3) Mental and Physical Health - Support programs and services designed to enhance cognitive, emotional and physical health of older adults;
- 4) Recreation and Leisure Programs - Promote physical and social health in older adults through recreation and leisure opportunities; and
- 5) Transportation - Support effective local and regional transportation services among public and private sources that provide transportation for older adults.

Through the community planning process, an assessment of these priority services was conducted and 20 strategies within the five priority areas were identified to address current and emerging needs of Irvine's older adult population. A five-year Implementation Matrix was developed to meet the strategies and goals identified in the Senior Plan.

Plan Development

Advisory Committee and Task Forces

The Senior Plan Advisory Committee (Advisory Committee) was led by City staff and comprised of 39 individuals including representatives from senior center clubs and organizations, Senior Council members, senior community members, program volunteers and professionals in the field of senior services. In addition to participation on the Advisory Committee, members were asked to join at least one of five task force groups with the goal of increasing their knowledge in a particular area of the Senior Plan. Advisory Committee and task force members are listed in the Acknowledgements section.

Advisory Committee members were provided an overview of current data and demographic trends related to seniors. The Committee worked with City staff to determine the plan's vision and priority areas, and provide input into the overall process and final recommendations.

Task forces were established to address five priority areas: education, housing, mental and physical health, recreation and leisure activities, and transportation. The areas were identified by City staff based on previously selected priorities of the Senior Council. Task forces were comprised of senior community members, volunteers, City staff and community partners.

City staff or community members with content expertise led each task force, which met regularly for four months between February and May 2009. Using the Senior Plan vision and goals, task forces identified current and future needs of Irvine's older adult population and created strategies recommendations.

The strategy recommendations were presented to the Advisory Committee to review. The Committee developed and prioritized 20 strategies that encompassed the task force recommendations. Table 1 on page 9 illustrates the strategies ranked 1 as the highest priority and 20 as the lowest.

Town Hall Meetings

After completion of the task forces and Advisory Committee meetings, two town hall meetings with a total of 30 attendees were held in July 2009 at Lakeview Senior Center to gather additional community input. Staff provided an overview of the planning process and shared the work of the five task force groups and Advisory Committee.

The top 10 of the 20 strategies were presented to attendees. Community members were asked to provide input on specific actions to help achieve each strategy. Input provided was reviewed by staff and evaluated during development of recommended actions for implementation. Input from the town hall meetings is listed in Appendix B.

Community Survey

The City collected additional community input through a survey designed to gather information from seniors regarding their needs and interests related to senior programs and services in each of the five priority areas. The survey was distributed at Lakeview and Rancho Senior Centers, the 2009 Irvine Global Village Festival and was available on the City website. The 461 survey respondents provided useful feedback and guidance for overall planning purposes. The survey is included in Appendix C and Survey Key Findings are included in Appendix D.

Plan Completion

With the completion of a comprehensive community planning process that included input on multiple levels including older adults, professionals and senior service providers, a draft of the Senior Plan was presented to the Senior Council for review in Spring 2011. Input from this group was incorporated into the Senior Plan. In August 2011, the Senior Council approved the draft Senior Plan. Between August and December 2011, staff and Senior Council collaborated to develop a five-year Implementation Matrix as part of the Senior Plan presented to the City Council for approval.

Table 1 *Senior Plan Strategies*

Priority Area	Priority Ranking	Strategy
All Areas	1	Develop a multifaceted marketing program to increase awareness of programs and services for seniors and their families available at Irvine senior centers and through community resources.
	2	Seek funds for programs and services through grants and donations.
	3	Expand the Keen Center for Senior Resources.
	4	Conduct a needs assessment for each priority area.
	5	Provide education on issues important to seniors and their families in each of the five priority areas.
	6	Develop a coordinated senior volunteer program with City and community agencies.
Education	7	Increase partnerships with other agencies and organizations to coordinate senior services and funding.
	15	Review best practices and models for provision of financial, legal, insurance and employment services and advocacy.
	20	Develop new programs to support seniors through retirement and career transitions.
Housing	8	Explore existing senior living housing models for consideration in future City plans.
	10	Enhance services for rental housing for extremely-low/low-income seniors.
	16	Develop a plan to address emergency housing for seniors to include temporary shelter and transitional housing.
	17	Support a shared housing program for seniors.
Mental and Physical Health	11	Create an outcome survey to measure effectiveness of community referrals.
	13	Enhance health and wellness programs for seniors.
Recreation and Leisure	18	Expand recreational programs and activities to increase social group interactions among seniors.
Transportation	9	Coordinate with local nonprofits and transportation providers to develop a comprehensive transportation guide for Irvine residents.
	12	Support the addition of City staff to perform senior mobility management services to coordinate with and connect local and regional transit organizations providing service to Irvine.
	14	Investigate vouchers and iShuttle to support current transportation options for seniors.
	19	Provide education and transit training programs.

Notes:

Summary of Senior Services

History

The City of Irvine was incorporated in 1971, with a population of just over 10,000 residents. In 1978, Rancho Senior Center was opened and the City began providing programs and services targeted to the older adult population through the Senior Services Section of the Community Services Department. Rancho Senior Center is an 11,000 square foot facility overlooking the Rancho San Joaquin Golf Course, and provides programs and services Monday through Friday during regular business hours.

The Senior Council was established in 1978 as an advisory body to the City Council. The Senior Council consists of seven members: five appointed (one by each member of the City Council) and two at-large selected through public recruitment. The Senior Council meets monthly to discuss programs and services, and advises the City Council on matters pertaining to older adults.

In the 1980s, nonprofit organizations and senior clubs emerged to support the City in its efforts to provide services through Rancho Senior Center. The first senior club established was the Irvine Active Senior Citizens Committee. Many other senior clubs emerged, including Irvine Senior Travelers, Friends of Outreach and Irvine Evergreen Chinese Senior Association. In addition, the City formed a partnership with the National Charity League to implement the Meals on Wheels program.

Between 1987 and 2002, the nonprofit Irvine Senior Foundation received, managed and distributed funds and other resources to senior citizens and their families. It provided fundraising support for construction of Lakeview Senior Center, activities within the senior centers and support for Irvine Adult Day Health Care Services.

In 1994, Lakeview Senior Center opened to address the needs of a growing older adult population. It is a 22,000 square foot facility and is the City's second stand-alone senior center. Lakeview Senior Center is part of the 22-acre Woodbridge Community Park and offers educational opportunities, recreational activities, meal programs, physical activities, outreach assistance, resources and referrals.

Lakeview and Rancho Senior Centers provide a wide variety of social, recreational and wellness programs for seniors, including health, nutrition and outreach services through community collaborations. Annually, there are approximately 45,000 participant visits at Rancho Senior Center and 100,000 at Lakeview Senior Center.

The facility also includes 5,600 square feet of leased space operated by Irvine Adult Day Health Services, a nonprofit organization providing adult day care to frail seniors.

Between 1995 and 2000 several key developments furthered support of Irvine seniors, including:

- a) Award of a grant from the County of Orange Area Agency on Aging to become a meal delivery site for the Elderly Nutrition Program. The program provides meals prepared at Lakeview Senior Center for the onsite lunch program and for home delivered meals to participants in the Irvine Meals on Wheels program;
- b) Opening of the Center for Senior Resources at Lakeview Senior Center to provide support services to older adults and their families to maintain independence and quality of life. In 2001, the Center for Senior Resources was renamed the Keen Center for Senior Resources in recognition of Al and Dorothy Keen's dedication of time and financial support to Irvine seniors; and
- c) Creation of a senior club called NEDA, a club that provides activities for Irvine's Persian/Iranian seniors.



*Irvine Meals on
Wheels Volunteers*

Compendium of Services

The City of Irvine provides a wide variety of programs and services through Lakeview and Rancho Senior Centers. Services meet needs in the five priority areas of education, housing, mental and physical health, recreation and leisure, and transportation. Information about current senior center services is listed below.

■ Keen Center for Senior Resources (Keen Center)

The Keen Center, located at Lakeview Senior Center, is a drop-in resource center with trained staff and volunteers available to provide information, referrals and linkages to services ranging from health care, health insurance, social security, safety, finances, alternative living arrangements, transportation, home care and caregiving.

■ Educational Programs

- a) Computer Lab and computer classes
- b) Traditional Chinese Medicine
- c) Healthy Lifestyles for Older Adults
- d) English as a Second Language (ESL)
- e) Irvine Valley College Emeritus Institute
- f) Osher Lifelong Learning Institute classes

■ Nutrition Services

Nutrition services are provided as part of the Office on Aging Elderly Nutrition Program and include:

- a) Meals on Wheels, a home delivered meal program for qualifying Irvine residents age 60 and older who are homebound and unable to prepare their own meals; and
- b) Rose Garden Cafe, an onsite lunch program provided at Lakeview Senior Center. Affordable meals are served weekdays from 11:45 a.m.-1:00 p.m.

■ Housing

To assist seniors in obtaining affordable housing, the City of Irvine offers a shared housing resource book at the Keen Center, which provides information about available rooms for rent and individuals seeking rental options. In addition, information about affordable housing is available through the City for housing-related services. Staff provides presentations at the senior centers about affordable housing and has a comprehensive website that details housing options in the City.

In 2006, the City created the Irvine Community Land Trust to provide affordable housing opportunities for the community. The Land Trust partners with private and nonprofit developers to produce high quality, affordable housing for low- and moderate-income households. As of January 2012, the City has 4,165 affordable housing units, with 811 specifically designated for seniors and 64 designated for persons with disabilities.

■ Mental and Physical Health

The City coordinates a variety of free health education programs and health services, including:

- a) Health assessments (conducted by a registered nurse)
- b) Health insurance counseling (provided in multiple languages)

- c) Ombudsman services for health services (visitation and advocacy for referrals of skilled nursing and assisted living facilities)
- d) Alzheimer's support group (education and support)
- e) Diabetes support group (education and support)
- f) Support for caregivers (education and support for individuals caring for an aging or chronically ill senior)
- g) Flu shots and hearing tests
- h) Simple stretching and common age-related injuries lecture;
- i) Hospice services
- j) Skin and breast cancer lectures
- k) California Telephone Access Program

■ Fitness Programs

The City coordinates a variety of fitness programs at senior centers and sites throughout the community. Some examples include:

- a) Walking club
- b) Fitness classes
- d) Ping Pong
- e) Golf
- f) Tennis
- g) Rancho Senior Fitness Center

■ Care Management

Care Management is an outreach program in which City staff, including licensed clinical social workers and care managers, meet with seniors in their homes or at senior centers to help determine individual support needs and identify a plan of care and appropriate resources such as:

- a) Linking to community resources (Meals on Wheels, respite care and in-home care);
- b) Developing short- and long-term goals and establishing care plans to remain independent and safe;
- c) Providing ongoing support through regular home visits, friendly volunteer visits and supportive calls; and
- d) Assisting with respite services for caregivers and help offset costs of occasional homecare or respite services.



Ping Pong Players at Lakeview Senior Center

■ Support Groups

Support groups are held at Lakeview Senior Center and include:

- a) Caregivers Support Group
- b) Diabetes Education and Support Group

- c) Challenge of Change
- d) Low Vision Support Group
- e) Parkinson's Support Group (for individuals with Parkinson's and their families/caregivers)
- f) Cancer Support Group
- g) Living with the Loss of a Spouse
- h) Compassionate Friends (for the loss of a child)

■ Financial and Legal Information

A variety of financial and legal resources and referrals are provided and include:

- a) End of life issues lecture series
- b) Estate planning and money management lecture series
- c) Long-term care planning
- d) Financial investment counseling
- e) Legal counseling (wills and trusts)
- f) Income tax preparation
- g) Homeowner and renter tax rebates
- h) Legal aid services
- i) Notary services

■ Recreation and Leisure

A variety of social recreation programs are offered to meet the needs and interests of a diverse Irvine community, including:

1. Games

- a) Billiard
- b) Bingo
- c) Mahjong
- d) Pinochle
- e) Poker
- f) Bridge
- g) Chess
- h) Canasta
- i) Scrabble

2. Social Programs

- a) Travel adventure slide shows
- b) Dances and movies
- c) Sing-a-Long
- d) Geriactors Reader Theater

3. Personal Enrichment

- a) International Discussion
- b) Writing Club
- c) Driver Safety Program
- d) Aging and the Voice
- e) Irvine Valley College Emeritus Institute Classes
- f) Chinese Brush Painting
- g) Senior Gardeners



*Rancho Senior
Center Garden
Participant and
Volunteer*

■ Senior Clubs

A variety of senior clubs offering recreation and social opportunities are organized and directed by volunteers and hosted at Lakeview and Rancho Senior Centers. A list of Senior Clubs is available in Appendix E, Senior Resource Guide.

■ Transportation

Transportation is provided to seniors through the City of Irvine TRIPS program, iShuttle and community volunteers.



TRIPS Passengers

TRIPS

Provides door-to-door accessible transportation services throughout Orange County to Irvine residents age 18 and older with a disability and senior citizens 65 years of age or older who are unable to drive due to permanent physical and/or cognitive impairment.

iShuttle

Provides services within the Irvine Business Complex connecting Irvine and Tustin Metrolink Stations to major employers, residential communities and amenities, including the Irvine Spectrum and John Wayne Airport. The program is supported through a funding agreement with the City and Orange County Transportation Authority, and private companies.

Senior Services Volunteer Transportation Program

Community volunteers provide transportation for seniors to medical appointments. Services are coordinated through the Keen Center for Senior Resources at Lakeview Senior Center.

Appendix E, Senior Resource Guide, includes a list of transportation services in Irvine.

Demographics

The City of Irvine is a diverse, growing community with a population of 219,156 as of January 2012, and a proactive business plan for future housing and infrastructure growth. An estimated 25 percent of Irvine residents are age 50 or older. Consistent with national trends, Irvine's older adult population is growing.

Definition of a Senior

As people live longer and the population of older adults grows, so too does the demand for resources and services. The trend over the past decade is to increase the age at which older adults qualify for programs and services. For example, the federal government has increased the age at which seniors can collect Social Security benefits from 65 to 67.

Currently, the City of Irvine offers senior services to individuals age 50 years or older, consistent with the AARP definition of a senior, however, the majority of Irvine senior services are provided to seniors 65 years or older. Table 2 outlines the minimum age to receive services by various entities.

Table 2 *Minimum Age Requirement to Qualify for Senior Services*

Category	Age 50	Age 55	Age 60	Age 65+
Service Organizations	<ul style="list-style-type: none"> • AARP 	<ul style="list-style-type: none"> • Braille Institute • Dayle McIntosh Center • Orange County Caregiver Resource Center 	<ul style="list-style-type: none"> • Orange County Office on Aging • Department of Motor Vehicles • Orange County Older Adult Services 	<ul style="list-style-type: none"> • Cal Optima • Health Insurance Counseling and Advocacy Program • Social Security • Medicare
Cities	<ul style="list-style-type: none"> • Anaheim • Costa Mesa • Irvine • Laguna Niguel • Orange • San Clemente • San Juan Capistrano 	<ul style="list-style-type: none"> • Buena Park • Fountain Valley • Garden Grove • Huntington Beach • Laguna Beach • Laguna Hills • La Habra • Mission Viejo • Newport Beach • Santa Ana • Westminster • Yorba Linda 	<ul style="list-style-type: none"> • Brea • Dana Point • Garden Grove • Seal Beach • Tustin 	<ul style="list-style-type: none"> • None

In 1940, 222,000 people in the United States received Social Security benefits compared to 49 million in 2006, according to the Social Security Administration.

Demographic Overview

Senior Population

According to the U.S. Census Bureau, the number of people age 65 years and older in the United States is expected to double from approximately 35 million in 2000 to an estimated 71 million in 2030. The number of people age 80 years and older is also expected to double during the same period from 9.3 million to 19.5 million.

Similar to the rest of the United States, the Irvine population is aging. At present, an estimated 25 percent (54,006) of Irvine residents are age 50 and older, with seniors 65 years and older representing 9 percent (18,461) of the City's total population, according to 2010 Census data. Improved medical care and prevention efforts are resulting in longer life spans. Since the City began offering services at Rancho Senior Center in 1978, average life expectancy has risen 7 percent from 73.5 years to 78.7 years (National Center for Health Statistics, National Vital Statistics Report, 2010). By 2030, the population of Irvine residents age 55 and older is expected to almost double from 39,809 to 76,345, and the population of adults age 65 and older is also expected to more than double to 47,117 (California Department of Finance, 2009).

The increase in the number of older adults is due largely to aging baby boomers, the group of 78 million people born between 1946 and 1964, who began entering their sixties in 2006. Baby boomers represent 28 percent of the United States population (2010 U.S. Census Bureau). Compared to their parents, baby boomers tend to lead more active and healthy lifestyles, which are anticipated to result in greater longevity and greater demand for City services geared toward active senior living and aging-in-place services.

Ethnic Diversity

Irvine's population is ethnically diverse. According to the 2010 American Community Survey, Caucasians represented the largest percentage of the population (45.1 percent), followed by Asians (39 percent), Hispanics (9.2 percent) and all other ethnic groups (6.7 percent). Approximately 34 percent of Irvine's total population is comprised of people born outside of the United States, compared to 12.4 percent of the total United States population. Approximately 41 percent of Irvine residents speak a non-English language at home, compared to an average of 20 percent in the United States. This diversity is reflected in the participant population of Irvine senior centers.

Housing

In 2007, there were 74,329 housing units in Irvine. By 2030, the number of units is estimated to increase to 112,529 (2009 City of Irvine Strategic Business Plan). Occupancy rates in Irvine are high, with 94.1 percent of available units occupied, compared to 88.6 percent for the remainder of the United States (2010 U.S. Census Bureau). Many projected new dwelling units will consist of higher density ranges, particularly large apartment project developments (2009 City of Irvine Strategic Business Plan).

In 2003, the City adopted an Inclusionary Ordinance that requires 15 percent of all new housing built in the City meet the criteria for affordable housing. The United States Department of Housing and Urban Development defines affordable housing as “housing for which the occupant is paying no more than 30 percent of his/her income for gross housing costs, including utilities.” In lieu of this requirement, developers may request to pay fees, which are then used to develop affordable housing throughout the City. As of January 2012, there were 4,165 affordable housing units in Irvine, of which 811 are specifically designated for seniors, and 64 are designated for persons with disabilities. Information regarding affordable housing is the most requested service at the Keen Center for Senior Resources.

According to the 2010 American Community Survey, the median cost of a residential house in Irvine is \$646,900, compared to \$528,200 in Orange County and \$179,900 in the United States. The median rent in Irvine is \$1,705, compared to \$1,402 in surrounding Orange County areas and \$855 in the United States. Approximately 5 percent of all housing units in the City meet criteria for affordable housing. Mobile homes, one of the most affordable types of housing in the City, comprised 1.1 percent of housing units in Irvine in 2010, compared to 3 percent in Orange County and 6.6 percent in the United States. In 2006, the City adopted a Housing Strategy and Implementation Plan, which set the City’s goal to provide 9,700 affordable units by 2025.

Income and Education Levels

Irvine is an affluent community with a median household income of just under \$85,615, compared to the national average of approximately \$50,046 (2010 American Community Survey). The high median household income is due, in part, to the large number of high paying professional jobs located in the City, attracting a highly educated



*Kitchen Volunteers
at Lakeview Senior
Center*

and ethnically diverse workforce. Approximately 96 percent of Irvine residents graduated high school and 66.2 percent graduated college, compared to 85.5 percent of high school and 28.1 percent of college graduates in the United States population.

According to the 2010 American Community Survey, approximately 9.3 percent of Irvine seniors age 65 and older had incomes below the poverty level in 2010, compared to 9.0 percent of seniors nationally.

Disabled Seniors

The proportion of Irvine residents with disabilities (5 percent) is lower than the national average of 12 percent. However, persons with disabilities in Irvine are concentrated in the older adult segment of the population, with 29 percent of Irvine residents age 65 and older having one or more disabilities (2010 American Community Survey).

Seniors and Parental Status

Today's seniors differ from their predecessors in a number of ways; they are increasingly childless or live apart from their families, which may reduce family support available for aging seniors. The Keen Center for Senior Resources has seen an increase in the number of childless seniors seeking assistance for in-home services. According to a 2008 Census Bureau National Report, in 1976, 10 percent of women ages 40 to 44 had no children. This figure doubled to 20 percent in 2006 and continues to rise.

In addition to childless seniors, many people who are now age 55 and older or who will be in the next decade, opted to have children when they were older. As a result, many seniors are still raising minor aged children, have children in college or are primary caregivers for their grandchildren. These factors can impact seniors' discretionary income and time available for recreation or volunteer activities to better their own health.

According to a report from the United Way, in 1970 approximately 3.2 percent of children under age 18 living in the United States, or 2.2 million children, lived in a household headed by a grandparent. By 1997, the number of United States children under the age of 18 living in households headed by grandparents more than doubled to 5.6 percent.

Community Participation and Recommendations

Individual task forces were established for each of the five priority areas: education, housing, mental and physical health, recreation and leisure activities and transportation. Discussions and recommendations from each task force are presented below.

Education Task Force

The Education Task Force, comprised of 26 members, met four times and was co-facilitated by City staff and a Senior Councilmember. Goals for the Education Task Force were to identify gaps in consumer education facing the Irvine senior community and make recommendations for the provision of educational services to be included in the Senior Plan.

The group identified the need for increased education and information in five major topic areas, including financial literacy, insurance services, legal issues, employment and advocacy services.

Existing Education Services

The Education Task Force reviewed a wide variety of currently available services for older adults, including:

- a) Financial education and support services
- b) Insurance services
- c) Legal and elder law services
- d) Employment resources
- e) Advocacy support services

A list of service providers is available in Appendix E, Senior Resource Guide.

Trends and Gaps in Education Services

The Education Task Force reviewed service trends and service gaps to make recommendations for inclusion in the Senior Plan. One service trend identified was the use of volunteers to provide unbiased consumer educational programs.



Keen Center for Senior Resources Participant and Volunteer at Lakeview Senior Center

Demographic trends related to the area of education were also reviewed by the Education Task Force. Trends discussed included:

- a) Changing financial status
- b) Increasing health care costs
- c) Increasing incidents of fraud and financial abuse
- d) Increasing number of seniors remaining in or returning to the workforce

Gaps discussed included:

- a) Educational outreach efforts
- b) Utilization of technology for educational purposes
- c) Advanced life financial planning
- d) Affordable long-term care insurance
- e) Employment training and placement
- f) Education about legislative issues pertaining to seniors

Education Task Force Strategy Recommendations

The Education Task Force assembled all of the comments and strategies listed in Appendix F, Preliminary Education Strategies, and prioritized them into the top five strategy recommendations, presented below:

1. Develop a centralized resource and outreach campaign to educate seniors on current financial, insurance, legal, employment, advocacy services and related information. Publicity could include:
 - a) Internet
 - b) Cable television
 - c) News publications
 - d) Office on Aging
 - e) Yellow/White page telephone books
 - f) *WeConnect.net*
 - g) Faith-based groups
2. Provide educational information, support services, advocacy and follow-up on key assistance topics (financial, insurance, legal, employment and fraud prevention) pertinent to older adults and their families. Examples include:
 - a) Information on reverse mortgages
 - b) Investing principles
 - c) Employment networks
3. Establish peer-to-peer mentoring services using individuals and groups of volunteers to provide education, support and linkages to financial, legal and employment services. Examples include:

- a) Peer support groups for employment, financial and legal assistance
 - b) “Train-the-Trainer” model for financial investment education
 - c) Volunteer opportunities which support career transitions
4. Identify strategies to localize and create accessibility to basic educational services. Examples include:
- a) Offer benefit screening and enrollment at local sites accessible to seniors such as housing sites, senior centers and medical complexes;
 - b) Offer “one-stop shop” events where many services are presented, such as screening, enrollment and collaborative services from multiple agencies; and
 - c) Increase access to existing basic needs programs by providing transportation to/from agencies, or bringing services to where seniors live.
5. Review best practice models to implement proven programs in the areas of financial, legal and employment education services. Best practice models would:
- a) Create expanded partnerships among community agencies addressing financial and educational needs of older adults;
 - b) Identify cost efficiencies and leverage resources to fund expanded programs; and
 - c) Share resources across agencies and programs to implement the best educational services.

Housing Task Force

The Housing Task Force met three times and was comprised of 25 members, including senior residents, professionals in the housing industry, Senior Council representatives and City staff. Housing Task Force members were provided an overview of the strategic planning process, and reviewed current and future demographic trends and housing services available to Irvine residents. Housing topics reviewed included:

- a) Affordable housing options
- b) Senior housing options

- c) State and county budget reductions and elimination of in-home supportive services
- d) Prospective housing models to address the needs of a growing older adult population in Irvine

Goals for the Housing Task Force were to identify housing concerns facing the Irvine senior community and research various best practice models for affordable and accessible senior housing.

Existing Housing Services

The Housing Task Force reviewed available housing options and support services for older adults in Irvine, taking into consideration recent increases in foreclosures and homelessness among senior populations. The following senior housing resources were reviewed:

- a) Rental assistance agencies
- b) Single room occupancy
- c) Domestic violence shelters
- d) Affordable housing waitlists and shared housing resource boards

A list of housing resources is available in Appendix E, Senior Resource Guide.

In addition, City staff provided information about affordable housing, including:

- a) City's Affordable Housing Brochure
- b) City's Code Enforcement Policy
- c) Role of Fair Housing Council of Orange County
- d) Locations of current and future affordable housing developments and funds available for future affordable housing development in three targeted areas (transitional, senior and special needs)
- e) City web-based housing information
- f) State and federal definitions of affordable housing

A copy of the affordable housing definitions is included as Appendix G.

Housing Trends and Gaps in Services

The Housing Task Force discussed the importance of housing in maintaining senior health and longevity. Loss of housing can create a

ripple effect in other areas of an older adult's life such as the individual's physical and mental health, access to transportation and financial health.

Demographic trends related to the increased need for senior housing and support services were presented. In response, the Housing Task Force identified gaps in senior housing and support services in Irvine, including:

- a) Long wait lists for affordable housing;
- b) Difficulty understanding federal requirements for affordable housing;
- c) Increases in the number of seniors seeking affordable housing due to issues such as fixed incomes, foreclosures and homelessness;
- d) Need for additional transitional and emergency housing for seniors; and
- e) Lack of housing for mentally and chronically ill seniors.

Housing Task Force Strategy Recommendations

The Housing Task Force discussed a number of preliminary strategies, listed in Appendix H, and identified the following six strategy recommendations listed below:

1. Enhance outreach and education services to connect extremely-low to low-income seniors with affordable housing options. Examples include:
 - a) Seek additional funding sources (city, county, state and federal) the City could access to increase affordable rental housing options;
 - b) Explore options for a centralized database to reduce duplication and streamline information for affordable housing units; and
 - c) Explore options to re-evaluate criteria for extremely-low to low-income housing specifically for seniors.
2. Explore emergency and transitional housing options for homeless seniors. Examples include:
 - a) Work with City Community Development Department and community and faith-based agencies to identify the provision of emergency and transitional housing services; and

- b) Seek additional opportunities to develop funding sources to implement a continuum of wraparound support services, including temporary housing for homeless Irvine seniors.
- 3. Develop a program to educate seniors about how to age in place. This could include enhancing education about how to remain living independently by utilizing universal design options for new homes and home modification assessments to remodel older homes.
- 4. Enhance senior education programs to include marketing affordable housing services. Examples include:
 - a) Increase awareness about availability of Community Development Block Grant (CDBG) funds to Irvine nonprofits providing senior housing;
 - b) Develop a user-friendly senior-specific social service guide to help seniors access affordable housing assistance;
 - c) Enhance partnerships with additional Orange County agencies to provide seminars/workshops about available affordable housing services for older adults; and
 - d) Increase the number of community forums for seniors to learn about housing and support services provided by local agencies.
- 5. Research best practices in senior living housing and provide information to City staff, Senior Council and County of Orange Housing Authority about model senior housing communities for future consideration, including:
 - a) Senior housing model trends (intergenerational, multigenerational, community-based and religious-based);
 - b) Facility development options for individuals with special needs; and
 - c) Housing best practice models for older adults with mental health issues to live independently.
- 6. Explore opportunities for community or faith-based agencies to develop shared housing programs to match seniors seeking shared housing options.

Mental and Physical Health Task Force

The Mental and Physical Health Task Force met three times and was comprised of 35 members, including senior residents, professionals in physical and mental health fields, and City staff.

Goals of the Mental and Physical Health Task Force were to identify health-related concerns facing the Irvine senior community, research service delivery best practices and identify recommendations that support current and future needs for older adults.

Existing Physical and Mental Health Services

The Mental and Physical Health Task Force reviewed existing health services for older adults in Irvine and surrounding cities. A list of services is identified in Appendix E, Senior Resource Guide.

The group shared information about resources, including home and community-based support services provided by the City and public, nonprofit and private organizations. These services focus on health care, mental health, caregiving and nutrition. City services provided by the Keen Center for Senior Resources are outlined in Appendix I.

Trends and Gaps in Mental and Physical Health Services

Trends discussed included:

- a) Increased number of seniors with chronic diseases;
- b) Increased cultural diversity in the community;
- c) Decreased availability of family caregivers;
- d) Increased cost of care, declining public resources and limited income of seniors; and
- e) Increased number of seniors desiring to remain in their homes as long as possible.

Gaps discussed included:

- a) Lack of knowledge among older adults about how to manage chronic illnesses and navigate health care services;
- b) Decreased public funding for coverage of ancillary medical expenses (vision, hearing and dental);
- c) Lack of insurance coverage for caregiving at home;



Senior Services Volunteer

*The Orange County
Social Services
Agency estimates
indicate that only
one in six cases
of elder abuse is
reported nationally.*

- d) Lack of health professionals knowledgeable about cultural sensitivity for treating a diverse community;
- e) Limited number of shelters and in-patient treatment for seniors with mental health issues;
- f) Increased need for enhanced home-based services;
- g) Increased demand for support services, education and resources to family members responsible for multiple generation care (aging parents, his/her own children and grandchildren); and
- h) Lack of awareness about elder abuse and causes of abuse.

Mental and Physical Health Task Force Strategy Recommendations

The Physical and Mental Health Task Force identified five strategy recommendations listed below:

1. Promote and improve access to information to service providers and the public about social and outreach services and mental health programs for seniors. Examples include:
 - a) Enhance outreach and education to faith-based agencies, medical groups, individuals and families;
 - b) Expand media campaigns to promote services such as friendly volunteer visitor programs and develop a senior ombudsman service;
 - c) Expand senior outreach services at locations such as the Irvine Civic Center, mobile home communities and community parks;
 - d) Develop partnerships with other agencies and organizations to collaborate on expanded services; and
 - e) Provide training to medical providers about existing social and health programs.
2. Expand cultural competency and age sensitivity training for medical providers. Examples include:
 - a) Develop culturally sensitive outreach and education campaigns;
 - b) Provide educational information and training to medical agencies and professionals about cultural sensitivities; and
 - c) Create community resource directories in multiple languages for medical providers to distribute to senior patients.

3. Expand community partnerships to seek funding and programs for intermediate and long-term mental health services for seniors. Examples include:
 - a) Enhance communication between the public sector, private organizations, nonprofit groups and faith-based agencies;
 - b) Work with Orange County Senior Citizens Advisory Council to advocate for expanded physical and mental health services provided by the County; and
 - c) Work with AARP to address the need for expanded mental health services at state and federal levels.
4. Increase support to caregivers by:
 - a) Expanding safety net services for frail, isolated and homebound older adults by promoting independence and enhanced coping skills through telephone reassurance, friendly volunteer visitors, home delivered meals, medical alert systems and chore assistance programs;
 - b) Partnering with community, business and faith-based agencies to increase awareness of services available to caregivers; and
 - c) Collaborating with Irvine Unified School District Guidance Resources to develop support groups for senior caregivers of at-risk children.
5. Create survey tools to measure effectiveness of City and partner agency referrals.



*Longevity Stick Class
at Woodbridge
Community Park*

Recreation and Leisure Task Force

The Recreation and Leisure Task Force met three times and was comprised of 40 members, including Irvine residents, Senior Services program participants, professionals in the fields of recreation and education, management personnel associated with senior living communities and City staff. Recreation and Leisure Task Force members were given an overview of the strategic planning process, a review of current and future demographic trends, and a summary of current recreation and leisure activities available to older adults in Irvine, including services provided at the two Irvine senior centers. Also reviewed were collaborative programming efforts with local senior-focused nonprofit organizations and community-based recreation activities.

"Giving back to the community is important to many people and may also serve as an unexpected method for younger seniors to receive some of the socialization and community involvement they may be seeking."

*Jan Owens,
Recreation and
Leisure Task Force
member*

Goals for the Recreation and Leisure Task Force were to identify recreation and leisure opportunities, determine area of interest for programs and services, explore new collaborative partnerships, and research best practice/innovative models to meet the growing demand for program services.

Existing Recreation Services

The Recreation and Leisure Task Force reviewed current social, recreational, educational, travel and fitness activities provided through Senior Services. A listing of recreation activities is identified in Appendix J.

Trends and Gaps in Recreation and Leisure Services

The Recreation and Leisure Task Force identified several challenges in providing programs to the older adult community, including:

- a) Limited additional space to expand programs at senior centers for new and impacted recreation and leisure activities;
- b) Limited programs offered evenings and weekends resulting in less frequent services for working seniors;
- c) Changing availability of Irvine Valley College Emeritus Institute/Community Education classes;
- d) Limited services for individuals seeking re-entry into part- and full-time work or expanded vocational experiences; and
- e) Lack of awareness of available recreation and leisure programs.

Recreation and Leisure Task Force Strategy Recommendations

The Recreation and Leisure Task Force identified the following six recommendations listed below:

1. Provide quality recreation and leisure services and maximize utilization of resources. Examples include:
 - a) Review and ensure efficiency of current programs and use of facility space;
 - b) Explore opportunities to expand program offerings, including seasonal programs and expanded partnerships; and
 - c) Increase frequency of class offerings in over-crowded classes.
2. Enhance recreational programs and activities to increase social interaction among seniors of all ages. Examples include:

- a) Offer highly attended classes during alternative times such as evenings and weekends to increase opportunities for participation by younger seniors;
 - b) Seek local vendors and venues to plan and implement senior-based social programs (movie nights, bowling, farmers markets and dancing);
 - c) Increase social programs and intergenerational programs for younger seniors; and
 - d) Provide open house events to promote services to individuals and special interest groups.
3. Seek information through community needs surveys to identify types of recreation programs desired by seniors.
 4. Maintain and enhance current programs and activities offered at Irvine senior centers that address physical health and wellness. Examples include:
 - a) Explore community partnerships for opportunities to increase the number of fitness programs in high demand; and
 - b) Utilize outdoor space at Lakeview and Rancho Senior Centers to implement outdoor seasonal fitness programs.
 5. Expand communication to seniors about volunteer and community service opportunities throughout Irvine. Examples include:
 - a) Create a list of volunteer opportunities throughout the City of Irvine;
 - b) Better utilize the City iVolunteer website; and
 - c) Create a marketing plan to inform seniors about available volunteer opportunities through a variety of media.
 6. Provide programs for continuing career development and post-retirement leisure activities. Suggestions for implementation include:
 - a) Collaborate with current and new community partners to provide educational opportunities in computer technology;
 - b) Work with current and new community partners to provide workshops that focus on job searches, resume building and interviewing techniques;
 - c) Seek use of contract instructors to offer class instruction related to career development; and

In the current economic climate, the Recreation and Leisure Task Force focused its efforts on meeting service demands.

- d) Increase community partners such as the One Stop Center and the Orange County Economic Development Department to provide employment opportunities and skill development for seniors.

Transportation Task Force

The Transportation Task Force held three meetings and was comprised of 23 members, including senior residents, professionals in transportation services, Senior Council representatives and City staff. Task force members were provided an overview of the strategic planning process and a review of current and future demographic trends.

Goals for the Transportation Task Force were to identify transportation concerns facing the Irvine senior community, research best practices for transportation service delivery, and identify recommendations to support effective local transportation services among public and private sources.

Existing Transportation Services

Task force members reviewed available City and regional services providing transportation for older adults.

The following transportation specialists made presentations to the group about City of Irvine and Orange County Transportation Authority (OCTA) transportation services:

- a) City staff presented information about Citywide transit studies; and
- b) The OCTA Community Transportation Coordinator presented information about OCTA services related to Irvine, noting that approximately 1,270 Irvine residents are eligible for ACCESS services with 936 over the age of 60. During calendar year 2008, 26,014 Orange County ACCESS rides were provided to Irvine residents age 60 or older.

City of Irvine Transportation:

- a) TRIPS program provides low-cost, accessible, door-to-door transportation service to individuals age 65 and older, and persons with disabilities age 18 and older who are medically unable to drive to destinations within Irvine and neighboring cities;

- b) Irvine Senior Services Volunteer Transportation provides free non-emergency transportation for medical appointments to Irvine residents age 50 and older. Services are coordinated through the Keen Center at Lakeview Senior Center; and
- c) iShuttle provides low-cost transportation services within the Irvine Business Complex connecting Irvine and Tustin Metrolink Stations to major employers, residential communities and amenities within the complex, including Irvine Spectrum and John Wayne Airport.



TRIPS Buses at Lakeview Senior Center

Orange County Transportation Authority Transportation:

- a) OCTA Fixed Route System provides service throughout Orange County with nine local routes, three community routes, two express routes and four station link routes; and
- b) OCTA ACCESS Services program provides low-cost shared-ride service and same-day taxi service for people unable to use regular, fixed-route services because of functional limitations due to a disability.

Community Transportation:

- a) Age-Well Senior Services (formerly known as South County Senior Services) provides low-cost emergency medical transportation to seniors not eligible for ACCESS services; and
- b) Jewish Federation and Family Services of Orange County Silver Streak program provides low-cost transportation throughout Orange County for seniors, and bus and taxi vouchers.

A list of City and regional transportation services is included in Appendix E, Senior Resource Guide.

Transportation Trends and Gaps in Services

Trends discussed include increases in the following:

- a) Demand for temporary transportation to and from medical appointments for individuals who normally drive, but are unable due to a temporary medical condition;
- b) Number of senior immigrants new to Irvine who do not drive;

- c) Interest in public transportation to the Orange County Great Park for park access and attendance at community events; and
- d) Need for additional OCTA bus shelters as services expand into new residential areas under development in Irvine.

Service gaps discussed included:

1. City of Irvine TRIPS Program:

- a) Interest in additional demand rides for late evenings and weekends;
- b) Transportation services for individuals temporarily unable to drive due to medical issues or who do not drive for reasons unrelated to medical impairment; and
- c) Increasing need for scholarship funding to assist individuals with limited and/or fixed incomes to meet transportation costs.

2. Orange County Transportation Authority Fixed Route Transportation System:

- a) Fixed Route buses do not run at a frequency that meets senior demand for assistance in Irvine, and have limited weekend bus service.
- b) ACCESS Services:
 - i. Program has a 30-minute pick-up window which is too long for vulnerable elderly passengers to wait outside for the bus;
 - ii. Same-day taxi service offered through the OCTA is convenient, but expensive for seniors that are low-income or on a fixed income; and
 - iii. ACCESS does not serve individuals who reside outside its route footprint. Residents living near the following cross streets may not utilize ACCESS services:
 - a. Jamboree and Portola
 - b. Culver and Portola
 - c. Sand Canyon and Irvine Boulevard
 - d. Sand Canyon and Strata
 - e. Ridgeline and Turtle Rock Drive
 - f. Turtle Ridge and Summit Ridge

Transportation Task Force Strategy Recommendations

The Transportation Task Force identified six strategy recommendations with suggested actions to meet each strategy, listed below in priority order:

1. Expand City services to perform senior specific mobility management services and coordinate with local and regional transit organizations providing service to Irvine. Actions include:
 - a) Partner with local transportation organizations and employ best practice models to develop a Senior Mobility Coordinating Council to:
 - i. maintain communication with local transit entities;
 - ii. identify senior transit gaps and issues;
 - iii. recommend transit strategies; and
 - iv. advocate for senior transit initiatives and funds.
 - b) Identify and facilitate acquisition of funding to expand public transportation for seniors;
 - c) Identify and support opportunities for volunteers (drivers, mobility mentors and mobility trainers);
 - d) Develop, print, distribute and maintain an Irvine Mobility Guide;
 - e) Seek grants to fund a City of Irvine position providing senior mobility management services and a Senior Mobility Coordinating Council; and
 - f) Develop a senior transportation plan to be added to the City's approved Transportation Plan.
2. Provide educational and transit training programs for current senior drivers and new senior non-drivers. Examples include:
 - a) Enhance awareness of transportation resources and training programs by marketing through a variety of media and the Keen Center for Senior Resources; and
 - b) Develop a transit training program with transit mentors to:
 - i. coordinate with local cultural groups and organizations to train trainers and provide transit mentoring for limited and non-English speaking residents; and
 - ii. develop and coordinate transit mentors to assist seniors in accessing the OCTA fixed-route system.

3. Expand the City scholarship program for low-income transportation participants.
4. Investigate taxi vouchers and iShuttle opportunities to support current transportation options.
5. Provide a comprehensive guide of Irvine mobility options available throughout the City through:
 - a) Coordination with local agencies and related organizations to gather information for a mobility guide;
 - b) Utilization of interns to research and create lists and maps for a mobility guide to provide seniors and people with disabilities information about transportation options;
 - c) Development of transportation map with bus and shuttle routes, bike and walking trails, train information, and scooter and wheelchair accessibility; and
 - d) Marketing and distribution of maps and information through a wide variety of media and community organizations.
6. Develop a senior specific transportation needs assessment, which includes an evaluation of services for vulnerable senior populations.



*Senior Citizens Council 2011
(Involved in Senior Plan Development)*



Senior Citizens Council 2012

Conclusion

The City of Irvine has a strong reputation for master planning, not only in its physical and built environments, but also in its approach for delivering a wide variety of programs and services. The City's model for strategic planning has been a successful means for conducting community-based needs assessments, identifying priorities and goals, and developing plans and schedules for implementation.

As Irvine grows and ages, the percentage of residents identified as seniors is also growing and becoming more diverse. Recognizing the opportunity to better serve the needs of this growing population, and in the tradition of Irvine's strategic planning, the Senior Council and the Community Services Department initiated development of this Senior Plan.

The Senior Plan is based on extensive community participation and input. The information gained through a series of task force meetings served as a needs assessment and resulted in development of priorities, goals and strategies. These actions are listed in the five-year Implementation Matrix.

Funding for the Implementation Matrix is part of the proposed Fiscal Year 2012-13 Budget. Additional funds have been proposed to address the additional staffing needed to develop the programs and services defined in the Implementation Matrix.

Monitoring Senior Plan actions and implementation measures will be conducted by the Senior Council. City staff will be responsible for providing annual updates to the Senior Council, identifying progress and results. Ongoing monitoring and feedback will ensure the Senior Plan remains an active document, responsive to changing conditions and needs, reflective of community priorities.

For information about the Senior Plan, please contact Sheila Driscoll, Community Services Superintendent, at sdriscoll@cityofirvine.org or 949-724-6670.

Notes:

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Appendix A • Implementation Matrix 2012-2017

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
1. Develop a multifaceted marketing program to increase awareness of programs and services for seniors and their families available at the Irvine senior centers and through community resources	A. Recruited translation volunteers	<p>A. Develop speakers program to spread message to community about available older adult services</p> <p>B. Increase utilization of ICTV Bulletin Board and public service announcements to promote older adult programs</p> <p>C. Increase marketing to include social media, ICTV, local papers, and enhance web advertising</p> <p>D. Develop and coordinate program to market/educate medical clinicians about programs and services available to older adults</p>	A. Provide outreach and education to Irvine faith-based agencies to improve access to information on social services, outreach services and mental health programs for older adults	A. To increase interest in Lakeview Senior Center activities, update appearance of front entrance to improve street appeal	A. Explore options for electronic message board outside of senior centers	

Appendix A • Implementation Matrix *Continued*

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
2. Seek funds for programs and services through grants, donations and volunteers	A. Established Senior Citizens Council donor sub-committee	A. Participate in a community project sponsored by SCAN called Trip-OC to enhance volunteer driver program B. Conduct donor cultivation activities C. Submit grant applications to support expansion of impacted programs				
3. Expand the Keen Center for Senior Resources		A. Develop and coordinate mobile outreach program to expand Keen Center services to satellite locations. Services include outreach and care management	A. Expand Keen Center hours to include evenings and weekends B. Designate staff specialists to handle housing and transportation needs of seniors			

Appendix A • Implementation Matrix *Continued*

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
4. Conduct a needs assessment for each of the five priority areas	A. Create measurement tools and satisfaction surveys for senior services programs and services					
5. Provide education on issues important to seniors and their families in each of the five priority areas	A. Developed 50+ resource guide	A. Increase Nurse-led education programs and care management consultation	A. Implement "Reverse Mentoring Program" B. Post online links to resource guide and other community resources C. Develop transit training programs	A. Partner with community, business and faith-based agencies to increase awareness of services available to caregivers		
6. Develop a coordinated senior volunteer program with City and community agencies		A. Expand volunteer program to include coordination of recruitment and marketing with community agencies	A. Expand use of Raisers Edge software to maintain multi-media options including web, phone and mail			

Appendix A • Implementation Matrix *Continued*

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
7. Increase partnerships with other agencies and organizations to coordinate senior services and funding		A. Participate in a community project sponsored by SCAN, Trip-OC to enhance volunteer driver program		A. Collaborate with Irvine Unified School District Guidance Resources to develop support groups for senior caregivers of at-risk children		
8. Explore existing senior living housing models for recommendation in future City plans		A. Refer recommendation to City Housing Department				
9. Coordinate with local nonprofits and transportation providers to develop a comprehensive transportation guide for Irvine residents	A. Developed Irvine Mobility Guide including information about public transportation and other mobility options for seniors and people with disabilities		A. Update Senior Resource Guide to include all transportation services available in Irvine			

Appendix A • Implementation Matrix *Continued*

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
10. Enhance services for rental housing for extremely-low/ low income seniors				A. Schedule community forums to educate seniors about housing and support services provided by local agencies		
11. Create an outcome survey to measure effectiveness of community referrals	A. Conducted survey to measure effectiveness of Keen Center referrals					
12. Support the addition of a City staff to perform mobility management services to coordinate with and connect local and regional transit organizations providing service to Irvine		A. Explore options with Irvine Jewish Federation and Family Services to share mobility management resources	A. Provide mobility management services and transit training programs			

Appendix A • Implementation Matrix *Continued*

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
13. Enhance health and wellness programs for seniors		A. Expand services to meet demand for Meals on Wheels assistance and assessments and care management services B. Explore community partnerships for opportunities to increase the number of fitness programs in high demand C. Utilize outdoor space at senior centers to implement outdoor seasonal fitness programs	A. Work with senior cultural groups to incorporate health and wellness programs as part of their program offerings B. Implement a multifaceted health and fitness program to include expansion of Rancho Fitness Center activities including implementation of new contract fitness programs	A. Explore options to obtain additional funding to expand fitness center at Rancho Senior Center B. Develop a mobile fitness program and incorporate an intern program to support fitness activities		
14. Investigate use of vouchers and expansion of /Shuttle to support transportation options for seniors		A. Explore feasibility of using /Shuttle for senior transportation				

Appendix A • Implementation Matrix *Continued*

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
15. Review best practices and models for the provision of financial, legal, insurance, employment and advocacy services		A. Explore best practices and review feasibility of providing services locally based on findings	A. Implement a financial literacy program for seniors in collaboration with Consumer Credit Counseling B. Evaluate feasibility of replicating or contracting with financial education organizations			
16. Develop a plan to address emergency housing for seniors to include temporary shelter and transitional housing		A. Forward recommendation to City Housing Department				
17. Support a shared housing program for seniors		A. Continue use of Shared Housing Resource Book in Keen Center	A. Explore opportunities for community or faith-based agencies to develop shared housing programs for seniors			

Appendix A • Implementation Matrix *Continued*

IMPLEMENTATION MATRIX 2012 - 2017						
Strategy	Implemented in FY2010-11	Year-1	Year-2	Year-3	Year-4	Year-5
18. Expand recreational programs and activities to increase social group interactions among seniors		A. Increase participation in fitness center walking club to increase social interactions.				
19. Provide education and transit training programs		A. Collaborate with Jewish Federation and Family Services on transit training/ education and mobility services for seniors				
20. Develop new programs to support seniors through retirement and career transitions		A. Increase awareness of Volunteer web site for access to volunteer opportunities B. Provide classes in computer technology	A. Increase community and faith-based organization awareness of how to promote aging in place B. Seek use of contract instructors to offer classes related to career development	A. Enhance outreach education to seniors on how to age in place successfully		

Appendix B • Town Hall Meeting Input

Top 10 Strategies Reviewed

At town hall meetings, community members provided input on specific actions to help achieve the top 10 of the 20 Senior Plan strategies. Suggestions shared at the town halls meetings are listed below.

Strategy 1

Develop a multifaceted marketing program to increase awareness of programs and services for seniors and their families available at the Irvine senior centers and through community sources.

Community input on this strategy:

- Develop senior information packets to be available at local companies and businesses in Irvine for retiring employees;
- Provide speakers to present information at senior living venues to outline services available in the City;
- Enhance City website for seniors and their families;
- Conduct senior interview on local TV channel 30 (ICTV);
- Encourage Senior Citizens Council representatives to attend community homeowners association meetings and local churches to share information about available services;
- Utilize local college interns to create DVD presentations to market services;
- Market services to the multicultural community;
- Market classes and programs for seniors at the Irvine Fine Arts Center;
- Modify Senior Newsletter to include a list of activities;
- Target marketing efforts to geographic locations where majority of seniors reside;
- Include marketing material in Irvine Ranch Water District newsletters;
- Develop marketing materials for families of seniors;
- Host open houses at senior centers to promote programs;
- Advertise services at local libraries, parks and churches; and
- Utilize street banners to highlight programs.

Appendix B • Town Hall Meeting Input *Continued*

Strategy 2

Seek funds for programs and services through grants and donations.

Community input on this strategy:

- Develop donor program to support services for seniors; and
- Involve senior clubs to conduct fundraising activities to support senior programs.

Strategy 3

Expand the Keen Center for Senior Resources.

Community input on this strategy:

- Link Center to community faith organizations;
- Expand hours;
- Expand available space;
- Develop a mobile unit to provide outreach to senior-concentrated areas;
- Increase volunteer support;
- Increase awareness of available services; and
- Consider alternative location sites to enhance accessibility.

Strategy 4

Conduct a needs assessment for each of the five priority areas.

Community input on this strategy:

- Collaborate with local universities to develop a citywide senior needs assessment;
- Seek information on preferred recreational activities; and
- Develop survey tools to measure effectiveness of community referrals.

Appendix B • Town Hall Meeting Input *Continued*

Strategy 5

Provide education about issues important to seniors and their families in each of the five priority areas.

Community input on this strategy:

- Develop a Train the Trainer program;
- Utilize online resources to educate seniors and family members about resources and available services; and
- Offer lectures and presentations on topics relevant to seniors and their families such as:
 - Access to community resources;
 - How to find transportation;
 - How to find affordable housing;
 - How to talk to your doctor;
 - Successful aging and aging-in-place;
 - Social Security;
 - Financial planning;
 - Long-term health care;
 - Insurance;
 - Employment assistance;
 - Provide English as a Second Language classes;
 - Provide volunteer translation for non-speaking participants;
 - Provide education to physicians on issues relating to cultural sensitivity for seniors and their families; and
 - Provide peer groups to discuss various educational topics.

Strategy 6

Develop a coordinated senior volunteer program with City and community agencies.

Community input on this strategy:

- Evaluate screening criteria for professional service volunteers;
- Develop coordinated volunteer program with City and community agencies;
- Recruit volunteers with professional skills and special services;
- Encourage volunteer participation to develop job skills; and
- Provide opportunities for seniors to give back to community.

Strategy 7

Increase partnerships with other agencies and organizations to coordinate senior services and funding.

Community input on this strategy:

- Improve communication with County and neighboring cities to provide coordinated services;
- Develop partnerships with local gyms to increase senior-friendly fitness programs;
- Partner with the Irvine Fine Arts Center to bring art programs to senior centers;
- Expand programs for seniors at locations other than senior centers; and
- Collaborate with faith communities to provide joint programs.

Strategy 8

Explore existing senior living housing models for consideration in future City plans.

Community input on this strategy:

- Provide shared housing at the Orange County Great Park; and
- Advocate for affordable housing for seniors.

Appendix B • Town Hall Meeting Input *Continued*

Strategy 9

Coordinate with local nonprofits and transportation providers to develop a comprehensive Transportation Guide for Irvine residents.

Community input on this strategy:

- Modify TRIPS program to provide more flexibility for ride requests and evaluate return times scheduled at senior centers; and
- Offer in-person training about how to use public transportation services.

Strategy 10

Enhance services for rental housing for extremely-low and low income seniors.

Community input on this strategy:

- Provide directory of affordable housing providers;
- Provide assistance with housing applications;
- Centralize wait lists for senior housing projects;
- Provide aging-in-place resources;
- Collaborate with Re-Building Together; and
- Explore models for intergenerational and shared housing.

Notes:

Appendix C • Community Survey



November 20, 2009

Dear Program Participant:

Irvine Senior Services is conducting a survey to gain community input on current and anticipated needs of the senior community in Irvine. Please take a moment to complete the attached questionnaire.

Your responses will be used to help develop a five-year Senior Services Strategic Plan for the City of Irvine. Your responses to this survey will be kept confidential and will be used solely for statistical purposes and program and service development.

Please complete the attached questionnaire by December 4, and return to one of the following locations:

Lakeview Senior Center
20 Lake Road
Irvine, CA 92604

Rancho Senior Center
3 Ethel Coplen Way
Irvine, CA 92612

Thank you for your participation! Your input will be helpful in creating a vision and plan for meeting the current and future needs of Irvine's older adult community.

Sincerely,

SHEILA DRISCOLL
Human Services Superintendent

SENIOR SERVICES COMMUNITY SURVEY

1. What is your age?

- A) 54 or below
- B) 55-64
- C) 65-74
- D) 75-84
- E) 85+

2. What is your Gender?

- A) Male
- B) Female

3. What is your ethnicity/race?

- A) White (Non-Hispanic)
- B) Chinese
- C) Persian/Iranian (Arabic, Armenian, Egyptian)
- D) Korean
- E) Japanese
- F) Filipino
- G) Vietnamese
- H) Hispanic
- I) Middle Eastern
- J) Pacific Islander
- K) Black

Other (List Race/Ethnicity): _____

4. What is the highest level of education that you have completed?

- A) Less than High School
- B) High School Diploma (or equivalent)
- C) Some College
- D) Associates Degree
- E) Bachelor's Degree
- F) Graduate Level or above

Appendix C • Community Survey *Continued*

5. What is your current marital status?

- A) Single
- B) Married
- C) Widowed
- D) Divorced
- E) Live with partner or significant other
- F) Other

6. What is your total household income, including all earners in your household?

- A) \$35,000 or below
- B) \$35,000-\$50,000
- C) \$50,000-\$100,000
- D) \$100,000-\$150,000
- E) \$150,000 or above
- F) Decline to State

7. What is your employment status (Check only one):

- A) Work full-time
- B) Work part-time
- C) Work more than one job
- D) Retired
- E) Unemployed involuntarily (laid off, lost job, etc.)
- F) Never worked

Other (please specify): _____

Appendix C• Community Survey *Continued*

8. What is the best way to inform you of programs and services offered in Irvine for people 55+? (Check up to three):

A) Newspaper
B) Radio
C) Television (Local Channels)
D) Mail
E) Online
F) Onsite at senior centers
G) Senior Services Newsletter
H) Homeowners Association Newsletter
I) Word of mouth

Other (please specify): _____

9. What service offered would you be most interested in receiving information about? (Check up to three):

A) Recreation and social activities
B) Special Events
C) Community Resources
D) Social Service Support Programs
E) Health Lectures
F) Support Groups
G) Low-Income Housing Options
H) Transportation

Other (please specify): _____

Appendix C • Community Survey *Continued*

10. Which statement best represents your participation in services and programs offered at the Lakeview and Rancho Senior Centers?

- A) I currently participate in programs at one or both of the centers
- B) I have participated in the past, but do not participate currently
- C) I have never participated in the programs but have some awareness of the services offered
- D) I have never participated and am not aware of the services offered

Other (please specify): _____

11. What services offered at the Rancho and Lakeview Senior Centers do you think are most important for older adults? (Circle up to three):

- A) Recreation classes and activities
- B) Outreach services (care management, in-home services)
- C) Nutrition service (Meals on Wheels program or lunches at Lakeview Senior Center)
- D) Health services (support groups, health assessments, legal services, etc.)

Other (please specify): _____

Appendix C • Community Survey *Continued*

12. Which seminar/lecture topics would be of most interest to you? (Circle all that apply):

- A) Financial
- B) Legal
- C) Employment
- D) Insurance and Benefits
- E) Home Modifications
- F) Physical Health
- G) Mental Health
- H) Transportation

Other (please specify): _____

13. In the past 24 months, have you had to make any of the following accommodations to support your income? (Circle all that apply):

- A) Take a second job
- B) Borrow money
- C) Take a second out on your home loan
- D) Dip into your savings
- E) Sell stocks
- F) Dip into your retirement
- G) Rent a room in your home
- H) Sell your home
- I) Move
- J) None of the above

Other (please specify): _____

Appendix C • Community Survey *Continued*

14. What is your primary source of transportation?

- A) Drive own vehicle
- B) Transported by friends or family
- C) TRIPS Program (City offered transportation for persons with disabilities and seniors unable to drive)
- D) OCTA Services (Including Access)

Other (please specify): _____

15. Are you currently a caregiver for?

- A) Young children still in the household
- B) Adult children returning to household
- C) Spouse
- D) Parents or in-laws
- E) Grandchildren
- F) None of the above

Other (please specify): _____

16. Which statement best fits your participation as a community volunteer?

- A) I am an active volunteer at one of the senior centers
- B) I volunteer for one or more community organizations
- C) I am not a current volunteer, but would be interested in learning more about volunteer opportunities
- D) I am not able or interested in volunteering

Other (please specify): _____

List any comments that you have to share: _____

Notes:

Appendix D • Survey Key Findings

1. Age

	54 or below	55-64	65-74	75-84	85+	N/R	Total
Online SS	7	2	3	0	1	0	13
GV	7	40	32	12	4	0	95
SPSS Survey	12	35	111	122	72	1	353
TOTAL	26	77	146	134	77	1	461

SS: Senior Services
GV: Global Village
SPSS: Strategic Plan Senior Services
N/R: No Response
N/A: Not Applicable

2. Gender

	Male	Female	N/A	Total
Online SS	1	11	1	13
GV	45	48	2	95
SPSS Survey	91	259	3	353
TOTAL	137	318	6	461

3. Ethnicity

	White/Non-Hispanic	Chinese	Persian/Iranian	Korean	Japanese	Filipino	Vietnamese	Hispanic	Middle Eastern	Pacific Islander	Black	Other	N/R	Total
Online SS	10	1	0	0	0	0	0	2	0	0	0	0	0	13
GV	46	23	6	1	2	3	2	5	0	0	0	6	1	95
SPSS Survey	232	33	34	10	10	3	2	6	7	0	2	0	14	353
TOTAL	288	59	70	11	12	6	4	13	7	0	2	6	15	461

4. Education (check all that apply)

	< H. S.	H.S. diploma	Some college	Technical/Cert.	AA	BA	Graduate or >	Graduate or >	Total
Online SS	1	0	4	0	0	4	3	1	13
GV	6	16	10	8	26	28	3	0	97
SPSS Survey	19	51	100	0	33	73	87	3	366
TOTAL	26	67	114	8	59	105	93	4	476

5. Marital Status

	Single	Married	Widowed	Divorced	Live w/ partner	Other	N/R	Total
Online SS	1	8	1	2	0	0	1	13
GV	8	69	5	10	1	0	2	95
SPSS Survey	38	128	109	68	6	0	4	353
TOTAL	47	205	115	80	7	0	7	461

Appendix D • Survey Key Findings *Continued*

6. Income

	\$35K or less	\$35 - \$50K	\$50-100K	\$100K-\$150K	\$150K or more	Decline	Skipped question	Total
Online SS	2	1	2	1	1	4	2	13
GV	26	15	19	20	3	0	12	95
SPSS Survey	122	56	60	21	8	58	28	353
TOTAL	150	72	81	42	12	62	42	461

7. Employment Status (check all that apply)

	Full-time	Part-time	Work > 1 job	Retired	Unemployed involuntarily	Never worked	Other	Skipped question	Total
Online SS	5	2	0	2	2	0	2	0	13
GV	28	14	1	47	6	0	0	2	98
SPSS Survey	6	30	8	278	14	19	13	0	368
TOTAL	33	46	9	327	22	19	015	2	479

8. Best way to inform you of programs and services offered in Irvine for people 55+ (check up to 3)

	Newspaper	Radio	Television (local)	Mail	Online	Onsite at senior centers	Senior Services Newsletter	HOA Newsletter	Word-of-mouth	Other	Skipped question	Total
Online SS	3	0	0	7	8	2	3	0	0	2	1	26
GV	32	6	18	24	37	9	21	3	8	3	4	165
SPSS Survey	87	15	56	173	77	100	172	24	67	8	1	780
TOTAL	122	21	74	204	122	111	196	27	75	13	6	971

9. What service offered would you be most interested in receiving information about (check up to 3)

	Recreation/ Social Services	Special Events	Community Resources	Social Service Support Programs	Health Lectures	Support Groups	Low-Income Housing Options	Transportation	Other	Skipped question	Total
Online SS	6	9	7	5	5	1	2	3	2	1	41
GV	55	45	26	23	29	1	9	9	4	3	204
SPSS Survey	161	165	83	68	124	32	45	56	12	4	750
TOTAL	222	219	116	76	158	34	56	68	18	8	995

Appendix D • Survey Key Findings *Continued*

10. Which statement best represents your participation in services and programs offered at Lakeview Senior Center (LSC) and Rancho Senior Center (RSC)

	Currently participate in programs at one or both of the centers	I have participated in the past, but do not participate currently	I have never participated in the programs but have some awareness of the services offered	I have never participated and am not aware of the services offered	Other	Skipped question	Total
Online SS	3	2	3	2	3	0	13
GV	33	10	23	19	6	4	95
SPSS Survey	221	46	37	31	7	11	353
TOTAL	257	58	63	52	16	15	461

11. What services offered at RSC/LSC do you think are most important for older adults (check all that apply)

	Recreation classes and activities	Outreach services (care mgmt, in-home svcs)	Nutrition services (Meals on Wheels or lunches)	Health services (support groups, health assessments, legal svcs, etc.)	Other	Skipped question	Total
Online SS	6	4	3	4	1	0	18
GV	50	27	36	45	10	7	175
SPSS Survey	236	116	151	163	13	0	679
TOTAL	292	147	190	212	24	7	872

12. Which seminar/lecture topics would be of most interest to you (check all that apply)

	Financial	Legal	Employment	Insurance/Benefits	Home Mod.	Physical Health	Mental Health	Trans.	Other	Skipped question	Total
Online SS	0	1	3	3	0	5	3	1	2	1	19
GV	31	20	15	27	9	44	10	18	15	9	198
SPSS Survey	82	91	31	101	30	206	92	77	15	1	726
TOTAL	113	112	49	131	39	255	105	96	32	11	943

13. In the past 24 months, have you had to make any of the following accommodations to support your adults (check all that apply)

	Take a second job	Borrow money	Take a second out on your home loan	Dip into your savings	Sell stocks	Rent a room in your home	Sell your home	Move	Other	None of the choices	N/A	Other	Total
Online SS	0	0	0	4	1	3	0	0	0	3	0	0	11
GV	9	6	5	2	9	10	2	4	4	0	27	23	101
SPSS Survey	5	25	8	79	28	36	19	4	9	182	2	8	405
TOTAL	14	31	13	85	38	49	21	8	13	185	29	31	517

Appendix D • Survey Key Findings *Continued*

14. What is your primary source of transportation?

	Drive own vehicle	Friends/family	TRIPS	OCTA Services	Other	N/A	Total
Online SS	7	0	0	0	0	6	13
GV	71	8	3	4	7	2	95
SPSS Survey	211	62	38	27	4	11	353
TOTAL	289	70	41	31	11	19	461

15. Are you currently a caregiver?

	Young children in household	Adult children returning to household	Spouse	Parents or In-laws	Grand children	None of the choices	Other	Skipped question	Total
Online SS	1	0	1	1	0	2	1	7	13
GV	4	5	7	4	16	2	45	12	95
SPSS Survey	6	16	28	7	17	234	9	36	353
TOTAL	11	21	36	12	33	238	55	55	461

16. Which statement best fits your participation as a community volunteer? (check all that apply)

	I am an active volunteer at one of the senior centers	I volunteer for one or more community organizations	I am not a current volunteer, but would be interested in learning more about volunteer opportunities	I am not able or interested in volunteering	Other	Skipped question	N/A	Total
Online SS	0	0	3	3	1	0	7	19
GV	17	23	20	29	0	9	98	198
SPSS Survey	56	67	56	163	0	11	353	726
TOTAL	73	90	79	195	1	20	458	943

Appendix E • Senior Resource Guide

Agency	Contact Information	Program Description
GENERAL INFORMATION		
American Association of Retired Persons (AARP)	National: 888-687-2277 CA Chapter: 949-724-6900 aarp.org	AARP is a nonprofit, non-partisan membership organization dedicated to enhance the quality of life for maturing adults age 50 and over. Chapter #1489 meetings are held at Lakeview Senior Center every 4th Monday at 10 a.m.
City of Irvine Keen Center for Senior Resources (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6926 irvineseniors.org	The Keen Center for Senior Resources offers support and assistance programs designed to help deal with physical, emotional and/or caregiving demands. Provides information about housing, transportation, health insurance, alternative living, social security, in-home care, home repair, support groups, legal aid, safety, immigration, Social Security Insurance and Medi-Cal.
City of Irvine Lakeview Senior Center	20 Lake Road Irvine, CA 92604 949-724-6900 irvineseniors.org	Senior center with multiple-purpose facilities for adults age 50+. Offers educational, recreational and social services and information and referrals. The suggested donation for the onsite Rose Garden Café lunch is \$4 for age 60+ and \$5 for age 59 or less.
City of Irvine Rancho Senior Center	3 Ethel Coplen Way Irvine, CA 92612 949-724-6800 irvineseniors.org M-F 8 a.m.-5 p.m.	Senior center for adults age 50+. Facility is equipped with a fitness center and provides educational and recreational services. A ballroom, multi-purpose room and kitchen are available for rental.
Office On Aging County of Orange	333 w. Santa Ana Blvd. Santa Ana, CA 92701 800-510-2020 officeonaging.ocgov.com	The Office on Aging serves older adults, specifically focusing on low-income and minority elders. The information and referral line provides information on health, transportation, affordable housing, nutrition and social activities.
Veteran's Administration Orange County	1300 S. Grand Ave, Bldg B Santa Ana CA 92705 714-567-7450 veterans.ocgov.com	Provides free benefit claims counseling and information and referral assistance to veterans, their dependents and survivors.
211 Orange County	2183 Fairview Road, Suite 107 Costa Mesa, CA 92627 211 211oc.org	211 Orange County offers a comprehensive information and referral system linking Orange County residents to community health and human services and support. Callers seeking assistance can dial 211 (toll-free) 24 hours-a-day and be connected to trained, multilingual information and referral specialists.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
DOMESTIC VIOLENCE/ELDER ABUSE		
Adult Protective Services	P.O. Box 22006 Santa Ana, CA 92702 800-451-5155, 24-Hour Hotline <i>cdss.ca.gov/agedblinddisabled</i>	Adult Protective Services is directed at preventing or remedying neglect, abuse or exploitation of elder adults (65 or older) and dependent adults (physically or mentally impaired 18-64 year olds) who are unable to protect their own interests.
Human Options – Safe Options for Seniors Program	PO Box 53745 Irvine, CA 92619 877-854-3594 <i>humanoptions.org</i>	Housing, counseling, case management for women and children for 12 months affected by domestic violence. Trauma services for seniors and community education.
Women's Transitional Living Center	PO Box 6103 Orange, CA 92683 714-992-1931 <i>wtlc.org</i>	Emergency shelter for clients with substance abuse problems, mental illness, human trafficking, legal advocacy, transitional housing programs, community outreach, immigration services and childrens programs.
EDUCATION		
Irvine Adult School	3387 Barranca Pkwy Irvine, CA 92606 949-936-7457 <i>irvineadultschool.com</i>	Teaches English as a Second Language, computer, parent education, teachers aide and General Education Degree to adults. Pre-registration required.
Irvine Valley College Emeritus	5500 Irvine Center Drive Irvine, CA 92618 949-451-5243 <i>ivc.edu</i>	Teaches art, computer, cooking, dance, photography, fitness, investing, music and theater arts to older adults. Pre-registration required.
Osher Lifelong Learning, University California, Irvine	P.O. Box 6050 Irvine, CA 92616 949-451-1403 <i>unex.uci.edu/community/olli/</i>	Offers programs for retired and semi-retired adults who enjoy literature, history, science, the arts and travel. Pre-registration required.
EMERGENCY RESOURCES		
Families Forward	9221 Irvine Blvd. Irvine, CA 92618 949-552-2727 <i>Families-forward.org</i>	For Irvine and South County residents only. Offers assistance for emergency and monthly food, transitional housing for homeless families, career coaching, counseling and information and referrals to other Irvine community resources. Must call first and schedule an appointment.
Share Our Selves	1550 Superior Costa Mesa, CA 92627 949-270-2100 <i>shareourselves.org</i>	Provides food, clothing, financial aid for basic necessities, free dental and medical clinics and CARE (Counseling, Advocacy, Resources, Emergency) services, including mental health and support groups in a culturally sensitive environment. Food Pantry hours are M-F 8 a.m. -2:45 p.m.
South County Outreach	26776 Vista Terrace B-12 Lake Forest, CA 92630 949-380-8144 <i>sco-oc.org</i>	For Irvine through San Clemente residents only. Offers transitional housing, rental assistance, utility payments to help Orange County residents by preventing homelessness or utility shut-offs. It also sponsors annual Holiday-Adopt-a-Family program, operates a thrift shop and provides free computer training for people seeking employment opportunities.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
EMPLOYMENT		
Asian American Senior Citizens Service Center	850 N. Birch St Santa Ana, CA 92701 714-560-8877 aascsc.org	Dedicated to increasing the awareness of the needs of Asian American elderly, assisting their access to essential health care and social services and promoting dignified living in the community.
Employment Development Department	5405 Garden Grove #100 Westminster, CA 92683 714-565-2600 edd.ca.gov	Provides weekly unemployment insurance payments for workers who lose their job through no fault of their own. The program is funded by employers who pay taxes on wages paid to employees.
Orange County One-Stop Center	125 Technology Drive West, #200 Irvine, CA 92618 949-341-8000 oconestop.com	Offers job-seekers self-directed facility and tools to look for employment or career change opportunities. Job seekers are required to provide two original Right-to-Work documents (picture ID, CA drivers license, Social Security card). All customers need to go through an electronic intake process.
FINANCIAL/INSURANCE		
Consumer Credit Counseling Service of Orange County	1920 Old Tustin Ave. Santa Ana, CA 92705 800-213-2227 cccsoc.org	Consumer Credit Counseling Service is the nation's oldest and largest credit counseling organization. They offer debt counseling and debt repayment solution to those needing help dealing with creditors and overwhelming debt.
Council on Aging – Health Insurance Counseling and Advocacy Program (HICAP)	1971 E. 4th St., Suite 200 Santa Ana, CA 92705 714-560-0424 coaoc.org	Promotes adult empowerment, prevent abuse and advocate for the rights and dignity of those experiencing health and aging challenges. Services are free regardless of income. HICAP provides educational seminars, individual counseling and limited legal assistance with Medicare and related insurance coverage, as well as unbiased information and assistance with original Medicare, Health Maintenance Organizations, Medigap Plans, Medi-Cal, Consolidated Omnibus Budget Reconciliation Act (COBRA), employer health plans, long-term care insurance and military benefits.
Financial Abuse Specialist Team – Council on Aging	1971 E. 4th Street, Suite 200 Santa Ana, CA 92705 714-479-0107 coaoc.org/html/services_fast_description.htm	Provides educational awareness of financial elder abuse issues on a national and community level while providing recommendations to appropriate agencies for the investigation of financial abuse cases that are reviewed by our volunteer partnership consisting of multidisciplinary public and private professionals.
Medi-Cal	1540 E. 1st St. #200 Santa Ana, CA 92670 949-389-8200, 714-834-5400 medi-cal.ca.gov	Social Service Agency – locations in Santa Ana and Aliso Viejo for provision of Medi-Cal health services, pharmaceuticals and durable medical equipment.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
FINANCIAL/INSURANCE (continued)		
Seniors Against Investment Fraud (SAIF)	320 West 4th Street, Suite 750 Los Angeles, CA 90013 866-275-2677 corp.cca.gov/education_outreach/saif/default.asp	SAIF is a statewide outreach campaign under the California Department of Corporations. The primary purpose is to alert and educate residents over the age of 50 about investment and telemarketing fraud crimes and how to avoid being victimized by scam artists.
Social Service Agency, Orange County	888 N. Main St. Santa Ana, CA 92701 714-541-7700 ssa.ocgov.com	Social assistance services offered by the County of Orange.
Social Security Administration	26051 Acero Road Mission Viejo, CA 92691 800-772-1213, 888-306-9878 ssa.gov	Application, information and support for Social Security/ Social Security Disability/Supplemental Security Income (SSI) / Social Security Death Index related benefits.
FOOD RESOURCES/PREPARED MEALS		
Cal Fresh, formerly known as Food Stamp Program, Orange County	800-952-5253 benefitscheckup.org	Cal Fresh, formerly known as Food Stamps, adds to food budget to put healthy and nutritious food on the table. The program issues monthly electronic benefits that can be used to buy foods at many markets and food stores. Income eligibility.
City of Irvine, Meals on Wheels (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6910 irvineseniors.org	Meals on Wheels is available on a donation basis (suggested donation \$5 per day for 3 meals) for seniors living in Irvine age 60+ who cannot prepare or shop for meals themselves.
City of Irvine, Rose Garden Café (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 irvineseniors.org	Suggested donation for onsite lunches are \$4 for adults 60+, and \$5 for people under 60. Tuesday breakfast costs \$3 for 60+, and \$4 for people under 60.
Orange County Food Bank	714-897-6670 x3601 11870 Monarch Street Garden Grove, CA 92841 ocfoodbank.com	Eligible recipients must self-certify that household income is at or below 150% of federal poverty level.
Second Harvest	St. Elizabeth Ann Seton Parish 9 Hillgate Irvine, CA 92612 949-854-1000 St. Thomas More Parish 51 Market Place Irvine, CA 92602	Must live within parish boundaries. Food distribution program.
Treasure Box	Orange County Church of Christ 10 Goodyear Irvine, CA 92618 949-903-0744 keyestohouse@gmail.com thetreasurebox.org	Low cost monthly food boxes provided through local faith-based, community organizations. \$32 per box can feed a senior citizen for nearly a month. Frozen foods include protein, produce, side dishes and desserts.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
HEALTH/MEDICAL		
Alzheimer Association, Orange County Chapter	17771 Cowan, Suite 200 Irvine, CA 92614 800-272-3900, 949-955-9000 alz.org/oc	Education and awareness about Alzheimer's basics, diagnosis, treatments, stages and more.
Braille Institute	527 N. Dale Ave Anaheim, CA 92801 714-821-5000 brailleinstitute.org	Provides an environment of hope and encouragement for people who are blind/visually impaired through educational, social and recreational programs and limited transportation services.
California Department of Public Health	916-558-1784 cdph.ca.gov	Services include birth, death and marriage certificates, health screening, testing, care and treatments, etc.
Caregiver Resource Center of Orange County	130 W. Bastanchury Road Fullerton, CA 92835 800-543-8312, 714-446-5030 caregiveroc.org	Services include free family consultation, specialized referrals, respite assistance, educational services, legal workshops, support group services, multicultural services, Caregiver Advocacy Network and "Link 2 Care".
Caring Connections-Friendly Visitor Program Council on Aging	1971 E. 4th Street, Suite 200, Santa Ana, CA 92705 714-479-0107 coaoc.org	Provides friendly visitors for isolated seniors and disabled adults in the community and care facilities.
Community Care Licensing	750 The City Drive, Suite 250 Orange, CA 92668 714-703-2800 cclcd.ca.gov	Provides oversight and enforcement for more than 85,000 licensed facilities statewide servicing elderly clients. Community Care Licensing accepts complaints and feedback regarding facilities and services.
Community Senior Serve, Inc.	1200 N. Knollwood Circle, Anaheim, CA 92801 714-220-0224 communityseniorserv.com	Serves 22 cities in North Orange County, providing Meals on Wheels, senior lunch program, case management, Adult Day Services and continuum of care.
Dayle McIntosh Center	13272 Garden Grove Blvd Garden Grove, CA 92843 714-621-3300, 800-972-8285 24012 Calle De La Plata Laguna Hills, CA 92653 949-460-7784 daylemc.org	Disability resources include advocacy, aging with vision loss, assistive technology, client assistance program, core independent living skills, deaf services, housing, information and referral, peer support, personal assistance registry, transition service, sign language interpreting and vocational services.
In-Home Supportive Services, County of Orange Social Service Agency	1505 E. Warner Santa Ana, CA 92702 714-825-3000 ocgov.com/ochome/socialserviceagency	For individuals who are 65 or older, disabled, or blind, Medi-Cal eligible. Helps to pay for in-home services, such as personal care, house cleaning, shopping, cooking and laundry. Social worker makes initial assessment to determine authorized services.
Institute for Brain Aging and Dementia, University California, Irvine	1100 Gottschalk Medical Plaza Irvine, CA 92697 949-824-2382 alz.uci.edu	Provides diagnostic assessments for persons with memory loss and opportunities for clinical research participation.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
HEALTH/MEDICAL (continued)		
Irvine Adult Day Health Center (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-262-1123 <i>irvineadhs.org</i>	Provides social and health care services (physical, occupational and speech therapies); nursing supervision, health maintenance recreational activities, social services, meals, etc. in a secure environment for mild wanderers. Scholarship assistance, Medi-Cal, private pay, SCAN, or other insurance as available.
Linkages – Council on Aging	1971 E. 4th St., Suite 200 Santa Ana, CA 92705 714-479-0107 <i>coaoc.org</i>	Provides case management for disabled adults ages 18 and over, functionally impaired and frail elderly. Case managers perform a comprehensive in-home daily living needs assessment, monitor individual care plans and link clients to community services.
Long Term Care Ombudsman – Council on Aging	1971 E. 4th St., Suite 200 Santa Ana, CA 92705 714-479-0107, 800-231-4024 <i>coaoc.org</i>	Protects the rights of older adults living in nursing and board and care homes living in Orange County.
Multipurpose Senior Service Program	1120 West La Veta Ave, Suite 200 Orange, CA 92868 714-246-8500 <i>caloptima.org</i>	Social and health care management for frail, homebound seniors on Medi-Cal.
National Parkinson's Foundation	One Hoag Drive Newport Beach, CA 92658 (949) 764-6998 <i>parkinson.org</i> <i>npaocc.org</i>	Provides education, awareness, care and support to individuals with Parkinson's Disease. Support groups, periodic seminars and a regular newsletter.
New Lung – Quit Smoking	630 N. Broadway, Suite 127 Santa Ana, CA 92701 866-639-5864 <i>ochealthinfo.com/tupp/help</i>	Free help to quit smoking tobacco. Help is offered through telephone counseling, classes, support groups and one-on-one counseling.
Orange County Medical Association – Physician Referral	17322 Murphy Avenue Irvine, CA 92614 949-398-8100 <i>ocma.org</i>	Physician referral line.
Senior Health Outreach Prevention Program, County of Orange	714-972-3700 1540 East First Street, #100 Santa Ana, CA 92701 <i>ochealthinfo.com/shopp</i>	Community outreach and home visitation program for low-income, uninsured, underinsured, or underserved adults. Persons age 45+ with unmet health care needs are eligible, priority given to frail older adults. Services provided by Public Health Nurses and Behavioral Health Older Adult Specialists. Services include health screening, behavioral health assessment/ evaluation, intervention, linkages, case management, consultation and education regarding health and aging.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
HOUSING/UTILITIES		
Adult Residential Care Facility – Community Care Licensing	770 The City Drive, Suite 7100 MS 29-28 Orange, CA 92868 714-703-2840 ccld.ca.gov	Licensed by the state of California Department of Social Services, Community Care and Licensing. Privately owned and not maintained or regulated by the County of Orange. These facilities provide care and supervision to adults (ages 18-59 years of age) who have a mental illness. Residents are given assistance and monitoring in taking medication, scheduling treatment appointments, transportation and performing daily living skills. There are about 40 licensed residential care facilities in Orange County serving adult consumers with severe and persistent mental illness. Adult Mental Health Outpatient Services can assist individuals to locate vacancies and access residential care homes.
California Alternative Rates for Energy/Family Electric Rate Assistance (CARE/FERA)	800-427-2200 socalgas.com/residential/assistance/care	Provides discounts on the electric bill or gas bill. The utility company providing the discount will determine if the individual qualifies for CARE or FERA, whichever is the greater savings for the customer.
California Lifeline Telephone Service (CLTS)	877-858-7463 californialifeline.com	CLTS is a discounted rate for local telephone service. Two plans are available: Unlimited local calls or limited amount of local calls are available. Any long distance out of the area code or additional phone features are additional charges.
California Telephone Access Program (CTAP)	2677 N. Main St., Suite 130 Santa Ana, CA 92705 800-806-1191 ddtp.org	Provides adaptive telephone equipment and related services at no cost to California residents who have difficulty using a standard telephone because of temporary or permanent problems hearing, speaking, seeing, moving, or remembering. To qualify, you must be a California resident with active telephone service and must have an application form signed by a licensed physician or audiologist.
Community Action Partnership of Orange County (CAPOC)	11870 Monarch Street Garden Grove, CA 92841 800-660-4232 capoc.org	Provides utility assistance and food bank services. For over 46 years, CAPOC works to enhance the quality of life in Orange County by eliminating and preventing the causes and effects of poverty.
Energy Crisis Intervention Program (ECIP)	866-675-6623 csd.ca.gov	Assists clients who are in crisis of having their electric or gas service disconnected or has already been disconnected. Clients whose utilities are included in their rent DO NOT qualify for ECIP.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
HOUSING/UTILITIES (continued)		
Fair Housing Council of Orange County	201 S. Broadway Santa Ana, CA 92701 800-698-3247, 714-569-0823 <i>fairhousingoc.org</i>	Provides landlord and tenant education, medication services, certified housing and urban development counseling agency and investigation of discrimination complaints.
Home Energy Assistance Program (HEAP)	11870 Monarch Street Garden Grove, CA 92841 866-675-6623, 800-660-4232 <i>csd.ca.gov</i>	Assists clients who are in need of help paying their electric or gas bill. Clients determine which bill they need help with. Clients supply information that will be used to determine an established benefit amount which will appear as a credit on the clients' bill. Assistance is once every 12 months.
Irvine Apartment Information Rental Living Center	17625 Harvard Ave Irvine, CA 92612 800-422-5115, 949-223-0800 <i>rental-living.com</i>	Helps potential renters find a rental unit in the City of Irvine.
Office on Aging – Senior Apartment List	1300 S. Grand Ave, Bldg B Santa Ana, CA 92705 714-567-7500 <i>officeonaging.ocgov.com</i>	List prepared by County of Orange Office to help older adults, caregivers and persons with disabilities who are seeking low-income rentals in Orange County.
Orange County Housing Authority – Affordable Rental Housing list	1770 N Broadway Santa Ana, CA 92706 714-480-2900 Rental info 714-480-2700 <i>ochousing.org</i>	Dedicated to financing affordable housing for those who are in need in Orange County. Provides affordable rental listing for Orange County (all ages). Administers rental assistance programs throughout Orange County, except the cities of Anaheim, Garden Grove and Santa Ana. Cities operate their own city-wide rental assistance programs.
Rebuilding Together of Orange County	625 S. Cypress Ave Santa Ana, CA 92701 714-667-8174 <i>rebuildingtogetheroc.org</i>	As the nation's largest volunteer home rehabilitation program, Rebuilding Together can make home modifications that include installing wheelchair ramps, railings, grab bars and bathing access equipment. All repairs and improvements are provided to recipients free of charge.
Weatherization Assistance Program (WAP)	866-675-6623 <i>csd.ca.gov</i>	Weatherization can be on a single family home, town home, condo, apartment building or mobile home. Authorization for repairs is required by the owner of the property or an authorized agent for the property. Weatherization services are available one time every ten years.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
LEGAL		
California Department of Child Support Division	1055 N. Main St. Santa Ana, CA 92701 866-901-3212 <i>childsup.ca.gov</i>	Works with parents and guardians to ensure children and families receive court-ordered financial and medical support.
Community Service Programs, Inc. (Dispute Resolution Services and Victims Assistance Program)	1821 E. Dyer Rd, Suite 200 Santa Ana, CA 92705 949-975-0244 <i>cspinc.org</i>	Mediation is a conflict resolution process in which a mediator guides disputants in finding an agreement that works. Dispute Resolution Service mediators are carefully selected and represent a cross-section of people, diverse in culture, profession and background.
Lamoreaux Justice Center	341 The City Dr. Orange, CA 92868 714-935-7000 <i>occourts.org</i>	Handles juvenile, family law and probate/mental health matters. Also housed at this facility is a self-help, court resource bureau, family court services and the office of the Family Law Facilitator.
Orange County Bar Association – Lawyer Referral Information Service (LRIS)	4685 MacArthur Court Newport Beach, CA 92660 949-440-6747 <i>ocbar.org</i>	Prospective clients receive a free brief consultation to review the legal issue and discuss fees. Only callers in need of legal assistance and able to pay an attorney are referred to LRIS panel members. Callers unable to afford attorneys' fees are guided toward community pro bono services of attorneys on the national award winning LRIS Modest Means Program. Legal clinics are staffed by volunteer attorneys who provide free legal information in domestic violence, guardianship, bankruptcy, immigration news for Orange County, and legal aid for seniors.
Orange County Human Relations (OCHR)	1300 S. Grand Ave, Bldg B Santa Ana, CA 92705 714-567-7470 <i>ochumanrelations.org</i>	OCHR is a partnership between the county-funded Orange County Human Relations Commission and the non-profit Orange County Human Relations Council. It provides programs in partnership with schools, corporations, individuals, cities and foundations to support a vision where all people are valued, respected and included. It focuses on dispute resolution, community building, and school inter-group relations and violence preventions.
Public Law Center	601 W. Civic Center Dr. Santa Ana, CA 92701 714-541-1010 <i>publiclawcenter.org</i>	Provides justice for those who are most vulnerable to injustice through pro bono attorneys and their collaborative relationships with organizations to help make Orange County a better place to live for everyone.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
LEGAL (continued)		
Senior Citizens Legal Advocacy Program – Legal Aid Society of Orange County	2101 N. Tustin Ave Santa Ana, CA 92705 800-834-5001, 714-571-5245 legal-aid.com/home/seniors	Provides free civil legal services to low-income persons and seniors. Helps solve legal problems depending on the nature and complexity of your legal problem. Services include a hotline intake system, self-help clinics, workshops, online court forms and in depth legal services ranging from preparation of legal documents to legal representation. Many services require eligibility guidelines to be met. The Seniors Program provides representation in the areas of government benefits, health, housing, consumer problems, elder abuse and other areas to the extent of Legal Aid's available resources, when a senior has a serious, pressing need. Services do not include representation for criminal cases, class action lawsuits, drafting wills and trusts, or cases in which a senior wants to sue for money.
United States Citizenship & Immigration	34 Civic Center Plaza Santa Ana, CA 92701 800-375-5283 www.uscis.gov	Information and forms available for citizenship application, green card (permanent residence), working in the United States and related information.
Victim Compensation and Government Claims Board	P.O. Box 48 Sacramento, CA 95812-0048 800-777-9229 www.vcgcb.ca.gov	Domestic violence, child abuse, sexual and physical assault, homicide, robbery, drunk driving and vehicular manslaughter. Board helps resolve claims against State agencies and employees for money or damages.
MENTAL HEALTH/COUNSELING		
Adult Mental Health Services (AMHS)	3115 Redhill Ave Costa Mesa, CA 92626 714-850-8463 www.ochealthinfo.com	Provides recovery mental health services and episodic treatment services. The specialized outpatient Evaluation and Treatment Service provides 24-hour crisis stabilization, hospital diversion and referral access to Allied Behavioral Care acute psychiatric inpatient services. Inpatient services include: acute psychiatric inpatient treatment program and program administration/case management of Medi-Cal Mental Health Managed Care Plan.
Chicago School and Counseling in Irvine	4199 Campus Drive, Suite E Irvine, CA 92612 949-737-5460	Individual, couples, family and group therapy. Works with anxiety, anger management, bereavement, career issues, chronic psychiatric conditions, depression, child abuse, alcohol/drug, eating disorders, family conflict, sexual orientation and identity issues, life transitions, low self-esteem, women's issues, men's issues, personal growth, relationships, sexual abuse, stress and trauma.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
MENTAL HEALTH/COUNSELING (continued)		
Centralized Assessment Team County of Orange	203 E. Ball Road, Suite 200 Anaheim, CA 92805 866-830-6011 ochealthinfo.com/behavioral/cat	Responds to psychiatric emergency calls throughout Orange County: 24-hours a day, 7-days a week crisis mental health evaluation.
Diamond Counseling Center	4000 Birch Street, #203 Newport Beach, CA 92660 949-757-0234 diamondcounseling.com	Individual, couples, family and child therapy: depression, anxiety, stress, anger, crisis with divorce, abuse, trauma, addiction, grief, acculturation, unemployment, illness, difficulties with relationships, parenting, blended families, self-esteem issues and work-related problems.
Family Assessment Counseling and Educational Services (FACES)	721 W. Kimberly Ave. Placentia, CA 92870 714-993-2237 facescal.org	Provides grandparents support groups, parenting, anger management, teen anger management and co-operative parenting.
Health Psychology Associates	4482 Barranca Parkway #130 Irvine, CA 92604 949-551-4272 ochpa.com	Individual, family and group therapy, treating childhood, adolescents and adults, marital/couples therapy, women's health and personal growth, coping with chronic health conditions: diabetes, obesity, heart disease, health and wellness seminars to promote healthier lifestyles and happier relationships.
Jewish Federation and Family Service	1 Federation Way Irvine, CA 92603 949-435-3460 jfsoc.org	Services include free family consultation, specialized referrals, respite assistance, educational services, legal workshops, support group services and multicultural services.
Mariposa Women and Family Center	812 W. Town and Country Road Orange, CA 92868-4712 714-547-6494 mariposacenter.org	Women's domestic violence groups, women's depression support groups, women's sexual assault survivor support group, women's focus groups, focus on women's anger, men's support group, loss of an adult child, grief, teen grief group, grieving separation and divorce.
Mental Health Association	420 W. 19th Street Costa Mesa, CA 92627 949-646-9227 mhaoc.org	Provides a variety of services: outpatient, Social Security Income outreach, clubhouse, homeless services, back to work program, rep payee program. Community court full partnership and Project Together mentor program.
National Alliance for Mental Illness	1810 E. 17th Street Santa Ana, CA 92705 714-544-8488 nami.org	Provides education to increase awareness of mental illness issues, offers acceptance treatment and teaches coping strategies for people with illness, their family members and health providers.
Newport Community Counseling Center	2200 San Joaquin Hills Road Newport Beach, CA 92660 949-721-8079 newportccc.org	Women in transition, problem solving, self-esteem strategies, super parenting workshops, communication skills for families and couples in a positive environment.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
MENTAL HEALTH/COUNSELING (continued)		
Older Adult Services – County of Orange	1540 E. First Street, Suite 100 Santa Ana, CA 92702 714-972-3700 <i>ochealthinfo.com</i>	Recovery program for mentally ill individuals 60+ on Medi-Medi or without medical insurance. Services provided at client's home or local community mental health clinic. Services include initial assessment, crisis intervention; recovery program for adults 60+ Medi-Medi or without insurance and Program for Assertive Treatment.
Older Adult Support and Intervention Services (OASIS)- County of Orange	(714) 972-3700 <i>ochealthinfo.com/mhsa/fsp</i>	Designed to assist homeless older adults with mental illness experience recovery and stability. Program offers outreach and engagement services, mental health, nursing assessment, evaluation, mental health services including behavioral therapy, medication management and peer counseling.
Pilgrimage Community Counseling Services, Inc.	23201 Mill Creek Road #220 Laguna Hills, CA 92653 949-460-5320 <i>pilgrimage-oc.org</i>	Counseling services provided for all ages.
Substance Abuse Resources Team (START)-County of Orange	P.O. Box 355 Santa Ana, CA 92702 714-972-3700 <i>ochealthinfo.com/start</i>	Designed to assist older adults who are abusing alcohol or medications, and their family members, learn how to manage complex problems caused by substance abuse. Provides confidential consultation, home visits, one-to-one counseling, medication reviews, coordination with the client's doctor, referrals to community agencies and other resources. Information about partial hospitalization services and treatment programs.
Substance Abuse and Mental Health Service Administration	<i>Dasis3.samhsa.gov</i>	A website which aids in locating drug and alcohol abuse treatment programs nationwide.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
MULTI-CULTURAL/SENIOR CLUBS		
Access California Services	2180 W. Crescent Ave, Suite C Anaheim, CA 92801 714-917-0440, 800-287-1332 accesscal.org	Assistance with forms and applications, referrals, parenting classes, English as a Second Language classes, health education classes, immigration services, tax preparation, interpretation and translation services, employment services, family support services for domestic violence and child welfare programs. All services are provided in English, Arabic, Spanish, Armenian, Farsi, Urdu, Pashto, and French.
Association of Iranian American Seniors (NEDA) (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 iamsenior.org	NEDA – Yesterday’s Iranian Generation is a non-profit, non-political, non-religious organization designed to promote interaction and friendship for Iranian elders in Irvine and its surrounding communities. It is open to persons age 55+. There is no membership fee to join. Evening gatherings are designed to offer working seniors an opportunity to participate. Daytime meetings are held at the Lakeview Senior Center every Thursday (except the 3rd Thursday of each month) from 2-4 p.m. Evening meetings are held at the Lakeview Senior Center on the 3rd Thursday from 5-9 p.m.
Asian American Senior Citizens Service Center (AASCSC)	850 N. Birch St. Santa Ana, CA 92701 714-560-8877 aascsc.org	AASCSC is a non-profit organization that is dedicated to increasing the awareness of the needs of the Asian American elderly, assisting their access to essential health care and social services, and promoting dignified living in the community.
Friends of Outreach (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 Irvineseniors.org	An all-volunteer Irvine non-profit organization providing socialization and fundraising support for senior outreach programs.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
MULTI-CULTURAL/SENIOR CLUBS (continued)		
Irvine Evergreen Chinese Senior Association (IECSA) (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900	A nonprofit organization that serves the Chinese elderly population in the Irvine vicinity by offering a broad spectrum of recreational, educational, and social activities designed to promote optimal health and successful aging on a monthly basis. Monthly meetings are held on the third Saturday of each month at the Lakeview Senior Center from 10 a.m. to 4:30 p.m.
Irvine Korean Health Academy Program (Rancho Senior Center)	3 Ethel Coplen Way Irvine, CA 92612 949-724-6800 khchoi3455@sbcglobal.net	The Orange County Korean American Health Information and Education Center is a nonprofit organization that sponsors the Irvine Korean Healthy Academy Program for Irvine seniors. Weekly meetings are held on Mondays at Rancho Senior Center from 9-10 a.m.
Irvine Multicultural Association (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 irvineseniors.org	A senior program at Lakeview Senior Center that works to promote harmony in the multicultural community of Irvine. Activities include multicultural films, monthly social events, international potluck suppers and English mentoring programs. Monthly socials are held on the 1st Wednesday of each month from 5-7:30 p.m. at the Lakeview Senior Center.
Irvine Senior Travelers (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900, 888-882-8714 irvineseniors.org senior.travelers@yahoo.com	Coordinates a variety of day and extended trips to meet the travel needs of seniors. Office hours provided at both Lakeview and Rancho Senior Centers.
Orange County Asian Pacific Islander Community Alliances (OCAPICA)	12900 Garden Grove Blvd., #A214 Garden Grove, CA 92843-2006 714-636-9095 www.ocapica.org	Dedicated to enhancing the health, social and economic well-being of Asians and Pacific Islanders. Provides service, education, advocacy and research.
Parsian Family Resource Center	17155 Newhope Street, Suite C Fountain Valley, CA 92708 714-444-2230 parsianfrc.org	A nonprofit organization working with the under-served minority communities of Southern California, to emphasize a successful transition to life in America. Services include immigration assistance, counseling, benefit and legal assistance.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
SUPPORT GROUPS		
Al-Anon Orange County	12391 Lewis St., Suite 102 Garden Grove, CA 92840 714-748-1113 <i>orangecountyalanon.org</i>	Provides support groups for family and friends of alcoholics.
Cancer Support Group in Mandarin (Lakeview Senior Center)	20 Lake Road Irvine, CA 92704 949-724-6926 <i>irvineseniors.org</i>	Bi-Monthly meetings are held on the 3rd Saturday 10 a.m.-12 p.m. Sponsored by Asian American Senior Citizens Service Center. Call to confirm dates.
Caregiver Support Group (Lakeview Senior Center)	20 Lake Road Irvine, CA 92704 Irvine Adult Day Health 949-262-1123 <i>irvineadhs.org</i> <i>irvineseniors.org</i>	Meetings are held on the 2nd and 4th Wednesday of each month 3:30 p.m.-5 p.m. Sponsored by Irvine Adult Day Health Services.
Diabetes Education and Support Group (Lakeview Senior Center)	20 Lake Road Irvine, CA 92704 Lakeview Senior Center 949-724-6926 <i>irvineseniors.org</i>	For individuals with Type 1 or Type 2 diabetes. Meetings held on the 4th Thursday of each month 1-2:30 p.m. Sponsored by Irvine Senior Services Outreach.
Living with the Loss of a Spouse (Lakeview Senior Center)	20 Lake Road Irvine, CA 92704 Lakeview Senior Center 949-724-6924 <i>irvineseniors.org</i>	For people who have lost a spouse or significant other within the last 24 months. Meetings held on the 2nd Wednesday of each month: 1-2:30 p.m. Sponsored by Irvine Senior Services Outreach.
Low Vision Support Group (Lakeview Senior Center)	20 Lake Road Irvine, CA 92704 Lakeview Senior Center 949-724-6926 <i>irvineseniors.org</i>	Meetings held on the 4th Thursday of each month 10-11:30 a.m. Sponsored by the Braille Institute. For people with low vision and their families.
Parkinson's Support Group (Lakeview Senior Center)	20 Lake Road Irvine CA 92704 Lakeview Senior Center 949-724-6926 <i>irvineseniors.org</i>	For people with Parkinson's and their loved ones. Meetings held on the 3rd Wednesday of each month 10:30 a.m.-12:30 p.m. Sponsored by the National Parkinson's Foundation.
St. Andrew's Presbyterian Church: A Grief Support Ministry	600 St. Andrews Newport Beach, CA 92663 949-631-2880 <i>sapres.org/support/grief</i>	The goal of this ministry is to help individuals understand the dimensions of grief and to help with the goal of an intimate relationship with Jesus Christ and the Holy Spirit. A six-week support group is offered at various times throughout the year.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
TRANSPORTATION		
AARP Driver Safety Course (Rancho Senior Center)	3 Ethel Coplen Way, Irvine CA 92612 949-724-6800 www.irvineseniors.org	Provides driver safety classes for adults age 55+.
Age Well Senior Services	24300 El Toro Road Suite A-2000 Laguna Woods, CA 92637 949-855-9766, 949-855-8033 www.agewellseniorservices.org	Provides senior non-emergency medical transportation for ages 60+, along with Adult Day Health Care, Alzheimer's Social Day care, case management, home delivered and congregate meals in South Orange County.
American Cancer Society – Orange County Chapter	1940 E. Deere Avenue, Suite 100 Santa Ana, CA 92705 949-261-9446 www.cancer.org	Provides no-cost transportation to chemotherapy and medical appointments. Advanced notice required.
City of Irvine - The iShuttle	949-724-6287 irvineshuttle.net	Provides transportation services within the Irvine Business Complex connecting Tustin Metrolink Station to major employers, residential communities, and amenities, including the Irvine Spectrum and John Wayne Airport. Operates Monday through Friday from 5:30 a.m. to 8:30 a.m. and 2:00 p.m. to 7:00 p.m.
City of Irvine - TRIPS Program	6427 Oak Canyon Irvine, CA 92618 949-724-7433 cityofirvine.org/cityhall/cs/trips/default.asp	Provides door-to-door accessible transportation to Irvine residents 18+ with permanent disabilities and senior citizens 65+ who can no longer drive. Wheelchair accessible. Service is limited to Irvine and adjacent cities. \$25 Initial (\$20 subsequent) annual registration fee plus \$1.90 per one-way ride to Irvine locations.
Department of Motor Vehicles	1330 E. 1st Street Santa Ana, CA 92701 800-777-0133 www.dmv.ca.gov	Provides drivers license, registration renewal and vehicle registration.
Jewish Federation and Family Service – Silver Streak Senior Transportation	1 Federation Way, Suite 210 Irvine, CA 92603 949-435-3460 www.jfsoc.org	Upon availability, provides three types of transportation: 1. Group Trips (for groups of 3-5): \$5 round trip anywhere in Orange County. 2. Taxi-Gelt costs are \$15 for 10 coupons. Participants must be 60+, must complete an application and be issued a Silver Streak Rider's card with an ID#. Participants must be unable to drive, must live in Orange County, and must travel inside Orange County. 24-hours in advance 877-232-8294. 3. Volunteer driver rides: requires a \$20 purchase for a book of 10 volunteer coupons. Each coupon entitles a rider to a one-way ride, 12 miles or less.

Appendix E • Senior Resource Guide *Continued*

Agency	Contact Information	Program Description
TRANSPORTATION (continued)		
Orange County Transit Authority – ACCESS (OCTA)	550 S. Main St Orange, CA 92863 714-560-5888, 877-628-2232 <i>octa.net</i>	Provides door-to-door and curb-to-curb service. Must apply. OCTA's shared ride services for physically and/or cognitively disabled adults who are unable to ride fixed route bus services. Applicants must meet the American with Disabilities Act eligibility criteria.
Orange County Transit Authority Bus Service	550 S. Main St Orange, CA 92863 714-636-7433 ext. 2 <i>octa.net</i>	Provides fixed bus routes throughout Orange County.
Safe Mobility for Seniors – Center for Injury Prevention	<i>eldersafety.org</i>	Facilitates a collaborative, public health systems approach that increases the number of California seniors who remain safely mobile in their communities and are able to successfully age in place.
Senior Non-Emergency Medical Transportation – Office on Aging	1300 S. Grand Ave, Bldg B Santa Ana, CA 92705 800-510-2020 <i>officeonaging.ocgov.com</i>	Must be at least 60+, an Orange County resident, must not be an Orange County Transit Authority Access client. Program is intended for non-emergency medical appointments.
Senior Services Volunteer Transportation Program (Lakeview Senior Center)	Keen Center for Senior Resources 20 Lake Road Irvine, CA 92604 949-724-6926 <i>www.irvineseniors.org</i>	Provides no-charge transportation to and from medical appointments to individuals age 50+. Contributions to Friends of Outreach accepted. Advance notice is required and rides are limited to two times per month. Vehicles are not wheelchair accessible.

Notes:

Appendix F • Preliminary Education Strategies


The Education Task Force (financial, insurance, legal, employment and advocacy) identified 11 potential strategies:

1. Increase awareness of educational opportunities through a centralized access to current information through various mediums (Internet, TV, and publications).
2. Provide educational information and support on financial, legal, insurance, employment and advocacy topics pertinent to older adults and their families.
3. Identify services that will move seniors from awareness to implementation of life planning activities.
4. Create linkages and partnerships with community agencies to address the financial and educational needs of seniors.
5. Educate individuals of all ages to plan for and make informed decisions about future long-term care needs.
6. Identify cost efficiencies and leverage resources to fund programs and share resources across sectors.
7. Provide volunteer opportunities supporting career transitions.
8. Encourage the development of efficient service models which use peer and other group strategies to increase access to education and service linkage.
9. Increase senior's access to already existing basic needs programs and services.
10. Identify and address barriers to economic stability and develop strategies to increase access to services (housing and medical costs).
11. Ensure the rights of older adults and prevent elder abuse, neglect and exploitation.

Notes:

Appendix G • Affordable Housing Definitions

Memo

To: Sheila Driscoll, Senior Services Superintendent
From: Mark Asturias, Housing Manager 
Date: February 22, 2012
Re: **State and Federal Definition of Affordable Housing**

The Strategic Plan Task Force Committee asked for information on how “affordable housing” is defined. This memo updates the prior response to this request by providing 2012 information on State of California (State) and the Federal Government (HUD) determinations that are made to determine what is affordable housing. The Federal and State definitions both establish various income categories based on local median incomes. Income limits for all income categories are adjusted for household size.

The State has published six income limits as follows:

- Extremely low – making less than 30 percent of area median income
- Very low – making between 31 and 50 percent of area median income
- Lower – making between 51 and 80 percent of area median income
- Median – making 100 percent of area median income
- Moderate – making between 101 and 120 percent of area median income
- Above Moderate – making more than 121 percent of area median income

The Federal Department of Housing and Urban Development (HUD) establishes similar income limits, however, HUD selectively adjusts these limits so that the actual maximum value in the any income category may be greater or less than the true value.

Each year HUD and the State determine the median income for each county in California and then adjust the incomes based on household sizes. Income limits are used in the calculation to establish affordable rents by both HUD and the State. In 2012, the area median income for Orange County is \$85,300 and HUD and the State have established the income limits on the following page based on this median income number for each category above.

Appendix G • Affordable Housing Definitions *Continued*

Number of Persons in Household

Income Category	1 person	2 people	3 people	4 people
Extremely Low	20,250	23,150	26,050	28,900
Very Low	33,750	38,550	43,350	48,150
Lower	53,950	61,650	69,350	77,050
Median	59,700	68,250	76,750	85,300
Moderate	71,650	81,900	92,100	102,350
Above Moderate	+71,650	+81,900	+92,100	+102,350

Affordable rental housing costs are calculated differently by HUD and the State. HUD uses ratios to determine rents while the State uses percentages based on the number of bedrooms in a home and the number of people in the household. The following is the HUD HOME affordable rent limits for 2012 for the two HUD income categories of very low and low income

HUD HOME Affordable Rents

	Studio	One – Bedroom	Two – Bedroom
Affordable Rent Very Low	\$843	\$903	\$1,083
Affordable Rent Low	\$1,076	\$1,154	\$1,387

HUD does not publish a HOME rent limit for Extremely Low or Moderate incomes as does the State of California. Above Moderate income are presumed to pay market rate rents. There are no posted rent levels for the Above Moderate income category by HUD or the State. Below are the State affordable rent limits for 2012 and as noted there is no rental rate for the above moderate income category.

State of California Affordable Rents 2012

	Studio	One – Bedroom	Two – Bedroom
Affordable Rent Extremely Low	\$447	\$511	\$575
Affordable Rent Very Low	\$746	\$853	\$959
Affordable Rent Lower	\$895	\$1,023	\$1,151
Affordable Rent Moderate	\$1,641	\$1,876	\$2,110

Appendix H • Preliminary Housing Strategies

The Housing Task Force identified eight preliminary strategies:

1. Enhance advocacy, education and outreach about older adult housing services through linkages and partnerships with community agencies, which address affordable housing needs with a focus on extremely-low and low-income seniors.
2. Enhance community awareness about older adult housing issues and needs.
3. Research Federal and local housing providers for replicable models for senior housing development (Veteran's Administration and United States Department of Housing and Urban Development).
4. Develop modes for advocacy for low-income seniors on meeting housing needs.
5. Work with affordable housing providers to evaluate wait list policies.
6. Develop resource and referral information on affordable Board and Care facilities in Irvine and the surrounding communities.
7. Enhance assistance programs to empower seniors to move from awareness to action in obtaining affordable senior housing.
8. Identify and create awareness about local emergency housing options for older adults.

Notes:

Appendix I • Keen Center for Senior Resources

PURPOSE:

To provide resources, information and support to Irvine residents, age 50 and older and their support persons. Multi-cultural, multi-lingual services are provided to assist seniors in maintaining independence, dignity and quality of life.

KEEN CENTER:

- Located at Lakeview Senior Center, 20 Lake Road
- Program Hours:
 - Mondays-Thursdays, 9 a.m.-3 p.m.
 - Fridays, 9 a.m.-Noon
- Staffing includes Outreach Assistants and volunteer specialists
- Services are available in English, Mandarin and Korean, including:
 - Information giving
 - Referral options provided
 - Needs assessment
 - Problem-solving
 - Advocacy
 - Crisis Intervention
 - Follow-up

SUPPORT GROUPS are designed to assist in dealing with age-related physical, emotional and/or care-giving demands:

- Caring for an aging relative
- Cancer support (Mandarin)
- Compassionate Friends (loss of a child at any age)
- Diabetes
- Loss of a spouse
- Low vision
- Parkinson's

ASSISTANCE PROGRAMS include a variety of free consultation programs for older adults, offering one-on-one meetings with trained professionals, including:

- Adaptive telephone equipment
- Employment consultation
- Financial investment counseling

Appendix I • City of Irvine, Keen Center for Senior Resources *Continued*

- Health assessment
- Health insurance counseling
- Hearing assessment
- Income tax preparation
- Job seeking information board
- Legal counseling
- Medical equipment loan out program
- Private caregiver resource book
- Shared housing information
- Veterans assistance

INFORMATION PACKETS AND RESOURCE GUIDES

are available on the following topics:

- Alternative living
- Employment
- End of life planning
- Housing
- Hiring in-home help
- Long-term care planning
- Transportation

HEALTH AND SAFETY EDUCATION LECTURES

include monthly lectures and educational series by professionals. Topics include:

- Chronic Illness Self Management
- Diabetes Management
- It's Your Estate/It's Your Money
- Pain Management

VOLUNTEER DRIVERS FOR MEDICAL APPOINTMENTS

are coordinated through the Keen Center. Services provide transportation within Orange County at a maximum of two times per month.

**For more information call 949-724-6926 or visit
www.irvineseniors.org**

Appendix J • Recreation Activities

Lakeview Senior Center

Monday		Tuesday	
8 a.m. - 6 p.m.	Ping Pong	7:30 - 9:30 a.m.	Breakfast Club
8 a.m. - 6 p.m.	Senior Billiards	8 a.m. - 6 p.m.	Ping Pong
8 a.m. - 6 p.m.	Open Computer Lab (\$)	8 a.m. - 6 p.m.	Senior Billiards
8 a.m. - 9 a.m.	Walking Club	8 a.m. - 6 p.m.	Open Computer Lab (\$)
9 a.m. - 4:30 p.m.	Mah Jong	8 a.m. - 2 p.m.	Social Bridge
9 a.m. - 10 a.m.	Int. Chair Exercise*	9 a.m. - Noon	International Crafters
9:30 a.m. - Noon	<i>Legal Services</i>	9 - 11 a.m.	<i>Legal Aid</i>
10 - 11:30 a.m.	Health and Education	9 - 10 a.m.	Longevity Stick
10:30 a.m. - Noon	Country Line Dance*	9:30 a.m. - Noon	<i>HICAP (Korean)</i>
10:30 - 11:30 a.m.	Sing-A-Long	9:30 - 10:30 a.m.	Beginning Chair Exercise*
11 a.m. - 2 p.m.	Beginning Piano*	11:30 a.m. - 12:30 p.m.	Bingo Lessons
11:45 a.m. - 1 p.m.	Lunch Program	11:45 a.m. - 1 p.m.	Lunch Program
1 - 3:30 p.m.	Canasta	12:30 - 3 p.m.	Bingo (\$)
1:30 - 3 p.m.	Physical Fitness*	1 - 3 p.m.	<i>HICAP (Mandarin)</i>
2 - 5 p.m.	Chinese Brush Painting (\$)	2 - 4 p.m.	<i>Financial Invest. Counseling</i>
2 - 5 p.m.	Intermediate Piano*	2 - 6 p.m.	Open Games
4:30 - 5:30 p.m.	Zumba Gold	4:30 - 5:30 p.m.	Moving Meditation
4:30 - 6 p.m.	Open Games		

Wednesday		Thursday		Friday	
8 a.m. - 6 p.m.	Senior Billiards	8 a.m. - 6 p.m.	Senior Billiards	8 a.m. - 6 p.m.	Ping Pong
8 a.m. - 6 p.m.	Open Computer Lab (\$)	8 a.m. - 6 p.m.	Open Computer Lab (\$)	8 a.m. - 6 p.m.	Senior Billiards
8 - 9 a.m.	Walking Club	8 - 11 a.m.	Open Games	8 a.m. - 6 p.m.	Computer Lab (\$)
9 a.m. - Noon	Beginning Oil Painting*	8:30 a.m. - 1 p.m.	Floral Design (IAS)	8 - 9 a.m.	Walking Club
9 a.m. - 4:30 p.m.	Mah Jong	8:30 - 11 a.m.	<i>Health Screenings</i>	8:30 - 11 a.m.	<i>Health Screenings</i>
9 - 10 a.m.	Beginning Chair	9 - 10:30 a.m.	Country Line Dance*	9 a.m. - 4:30 p.m.	Mah Jong
9:30 a.m. - Noon	Exercise*	9:30 - 11 a.m.	Hearing Testing	9 - 10 a.m.	Chair Exercise*
10 - 11 a.m.	<i>HICAP</i>	10 - 11 a.m.	Longevity Stick	9 a.m. - Noon	Beg. Watercolor*
10:30 a.m. - 12:30 p.m.	An Hour In Your Day	11 a.m. - 1 p.m.	Geriatrics Practice	10 - 11 a.m.	Friendship Corner
10:30 a.m. - Noon	<i>Parkinson's Support</i>	11:45 a.m. - 1 p.m.	Lunch Program	10:30 a.m. - Noon	Line Dance*
11:45 a.m. - 1 p.m.	Pickleball (Outdoor)	Noon - 3:15 p.m.	Pinochle	10:30 a.m. - Noon	Pickleball
1 - 3:50 p.m.	Lunch Program	Noon - 1:30 p.m.	Joanie's Ragtimers	11 a.m. - 3:30 p.m.	Poker
1 - 2:30 p.m.	Creative Writing*	1 - 2:30 p.m.	Diabetes Education	11:45 a.m. - 1 p.m.	Lunch Program
1 - 2:30 p.m.	<i>Legal Aid (Farsi)</i>	2 - 3:30 p.m.	Afternoon Tea (\$)	Noon - 3 p.m.	Int. Watercolor*
1:30 - 3 p.m.	<i>Living Loss of a Spouse</i>	2 - 4 p.m.	Tea Dance	2 - 3:30 p.m.	Yoga
3 - 5 p.m.	Physical Fitness*	2 - 4 p.m.	NEDA	3 - 5 p.m.	Virtual Sports
3:30 - 5 p.m.	Tai Chi (\$)	2 - 4 p.m.	<i>Financial Invest. Counseling</i>		
5 - 7:30 p.m.	<i>Caregivers Support</i>	5 - 9:30 p.m.	NEDA (\$)		
5 - 7:30 p.m.	IMA	6:30 - 8:30 p.m.	Travel Adventure Slide Show		

All courses listed with a (*) are through Irvine Valley College.

All courses listed with a (\$) symbol are fee based.

Times and locations of programs may have changed. For most updated information, visit www.irvineseniors.org or call 949-724-6900.

Appendix J • Recreation Activities *Continued*

Rancho Senior Center

Monday		Tuesday		Wednesday	
8 a.m. - 5 p.m.	Fitness Center Open (\$)	8 a.m. - 5 p.m.	Fitness Center Open (\$)	8 a.m. - 5 p.m.	Fitness Center (\$)
8:30 a.m. - Noon	Bridge Instruction	9 a.m. - Noon	Tap Dance with Marge*	9:30 - 11 a.m.	Yoga
9 a.m. - Noon	Irvine Korean Healthy Academy	9-10:30 a.m.	IMA English Mentoring	9:30 - 10:30 a.m.	Laughter Yoga*
9 a.m. - Noon	Choral Ensemble*	9:30-11:20 a.m.	International Discussion	10 - 11:20 a.m.	Dayan Qigong*
10 - 11 a.m.	Longevity Stick	11:15 a.m. - 12:35 p.m.	Yoga Stretching*	11 a.m. - 3:30 p.m.	Duplicate Bridge
Noon - 3 p.m.	Beginning Photography*	Noon - 4 p.m.	Intermediate Bridge	1 - 5 p.m.	Ping Pong
1 - 5 p.m.	Ping Pong	1 - 4 p.m.	Scrabble	3:15 - 5:05 p.m.	US Political Issues*
1 - 4 p.m.	Film Genres*	2:30 - 4 p.m.	Aerobic Strength & Pilates*		

Thursday		Friday	
8 a.m. - 5 p.m.	Fitness Center Open (\$)	8 a.m. - 5 p.m.	Fitness Center Open
8 a.m. - Noon	Ping Pong	8 a.m. - Noon	Driver Safety (\$)
8 - 9 a.m.	Steppin' Out at RSC (Jog/Walk)	9 - 11:50 a.m.	Beading*
9 - 10:30 a.m.	Steppin' Out at RSC (Walking)	9 - 10:30 a.m.	Yoga
9:30 - 11 a.m.	Writing Club	11 a.m. - 1 p.m.	Chess
10 a.m. - 2 p.m.	Duplicate Bridge	11:30 a.m. - 1:30 p.m.	Art History*
10 a.m. - Noon	Rancho Movie Screening	Noon - 4 p.m.	Canasta
Noon - 1:30 p.m.	Aerobic Strength and Pilates*	1 - 4:15 p.m.	Poker
1 - 2:30 p.m.	Physical Fitness*	1 - 2:30 p.m.	Pilates*
1 - 2 p.m.	Hatha Yoga	1:30 - 3 p.m.	Yoga/Mat Pilates*
		3 - 5 p.m.	Open Dance Studio

All courses listed with a (*) are through Irvine Valley College.

All courses listed with a (\$) symbol are fee based.

Times and locations of programs may change. For most updated information, visit www.irvineseniors.org or call 949-724-6800.



City of Irvine Senior Services

For information on program and services, contact Lakeview and/or Rancho Senior Centers, or visit us online at www.irvineseniors.org.

Lakeview Senior Center

20 Lake Road
Irvine, CA 92604
949-724-6690

Rancho Senior Center

3 Ethel Coplen Way
Irvine, CA 92612
949-724-6680

Senior Services Strategic Plan Update

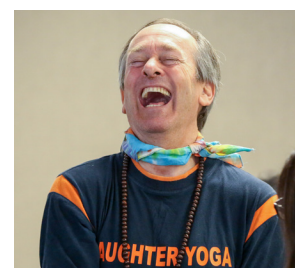
Fiscal Years 2018–19 through 2022–23



ATTACHMENT 2

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Executive Summary



Purpose

The City of Irvine Community Services Department conducted a public outreach effort to update the Senior Services Strategic Plan (Senior Plan) for the next five years. The Senior Plan Update FY 2018–19 through FY 2022–23 (Plan Update) serves as a conduit for providing information and education about senior resources, and enhancing programs that meet the needs of seniors. The Plan Update identifies goals and strategies to guide the development, implementation, and delivery of City programs and services for Irvine seniors. The Irvine Senior Citizens Council serves as the oversight body for the Plan Update.



Methodology

The scope of this project was to develop a five-year update to the Senior Plan. In 2017, the Community Services Department completed a public outreach effort, which included five key stakeholder meetings and three community forums. Input was solicited on the Plan Update's five goal areas: Education; Health and Recreation; Social Well-being and Vulnerable Seniors; Transportation; and Housing.



Information gathered from the community outreach effort is reflected in the Plan Update and was reviewed and discussed with the Senior Citizens Council for input. More information on the community planning process can be found on Page 13.



Senior Plan Update

The Plan Update will guide the City from FY 2018–19 through FY 2022–23. It builds directly on the previous Senior Plan, and is the result of community input and feedback from the Senior Citizens Council.

The Plan Update goals and actions are:

- Education: Provide information and a variety of educational opportunities to older adults.
- Health and Recreation: Promote physical and social health for older adults through health and recreation activities.
- Housing: Enhance collaborations and education to address senior housing needs.
- Social Well-being and Vulnerable Seniors: Promote wellness, independence, and inclusion for vulnerable seniors.
- Transportation: Support safe and accessible transportation for seniors.

Based upon the community input provided, nine strategies were identified to address these goals, as shown in Chart 1 (see Page 4). Additionally, recommended actions were developed to guide strategy implementation. A five-year implementation matrix, included as Appendix A, was also developed to meet the goals of the Plan Update, and will be reviewed bi-annually by the Senior Citizens Council.



Chart 1: Senior Plan Update Goals & Strategies | FY 2018–19 through FY 2022–23

<p>GOAL AREA: Education Provide information and a variety of educational opportunities to older adults.</p> <p>Strategy: Enhanced Promotion Enhance promotional strategies to increase awareness of educational programs and services.</p> <p>Strategy: Enhanced Learning Opportunities Expand and enhance information and learning opportunities on issues important to seniors and their families.</p>
<p>GOAL AREA: Health and Recreation Promote physical and social health for older adults through health and recreation activities.</p> <p>Strategy: Awareness of Health and Recreation Programs Enhance marketing strategies to increase awareness of health and recreation programs.</p> <p>Strategy: Recreation and Health Program Opportunities Expand senior health and recreation program opportunities.</p>
<p>GOAL AREA: Housing Enhance collaborations and education to address senior housing needs.</p> <p>Strategy: Support for Aging in Place Promote safety measures and assistance services to support aging in place.</p> <p>Strategy: Information to Address Housing Needs Provide information to seniors with housing needs.</p>
<p>GOAL AREA: Social Well-being and Vulnerable Seniors Promote wellness, independence, and inclusion for vulnerable seniors.</p> <p>Strategy: Identify and Serve Vulnerable Seniors Enhance systems to identify and serve the most vulnerable senior populations.</p>
<p>GOAL AREA: Transportation Support safe and accessible transportation for seniors.</p> <p>Strategy: Outreach and Education Enhance outreach and education to support senior mobility.</p> <p>Strategy: Enhanced Access Explore collaborative partnerships and innovative models to enhance access to transportation services.</p>

See Pages 36-45 for recommended actions to meet Plan Update goals and strategies.

Demographic Overview

Senior Population

Seniors are the fastest-growing age group nationally and in Orange County. The senior population is projected to nearly double by 2040, when almost one in four county residents will be 65 or older. Older adults are the only age group in the county projected to increase as a proportion of the population over the next several decades.¹

The City of Irvine has grown to an estimated population of more than 267,000 residents. In 2017, Irvine had the highest numerical increase of residents in the past one year for cities in California with populations less than 300,000.² The City of Irvine's population of individuals older than 55 was estimated at nearly 39,809 (18.7 percent of total population) in 2010,³ and approximately 48,614 (19.7 percent of the total population) in 2016.⁴

Irvine Senior Population	2010*	2012–16**
55-59	11,762	12,602
60-64	9,586	10,708
65-74	10,862	15,174
75-84	5,285	7,258
85 years and older	2,314	2,872
Total 55+	39,809	48,614

*2010 Census

**2012–16 American Community Survey
5-Year Estimates

Ethnic Diversity

Irvine's diversity is an important factor to consider when planning outreach and service efforts. More than 67 percent of the senior population in Irvine (60 years and older) identify as Caucasian, 27.7 percent identify as Asian, and 5.1 percent identify as other ethnicities (African American, American Indian, Pacific Islander, and Other Races).⁵ Almost 6 percent of seniors identify as Hispanic/Latino of any race. Not called out in the Census is the significant Iranian population that resides in Irvine.

Almost 48 percent of Irvine seniors 60 and older are foreign born, compared with 38.9 percent of the City's general population. Approximately 43.5 percent of seniors report they speak a language other than English at home, and 26.5 percent report they speak English less than "very well".⁶



CHAMPION (Community Helpers Assisting Mature Persons in Our Neighborhood) volunteers provide companionship and social interaction to seniors.

Income, Education, and Employment

Annual household income for older adults (60+) in Irvine is \$107,648, well above the U.S. average of \$65,289. However, approximately 8.1 percent of senior Irvine residents (60+) live below the federal poverty level and 6 percent are estimated to live at 100 percent to 149 percent of the poverty level.⁷

Irvine's senior population is highly educated, with a high school graduation rate of 92.1 percent and a college graduation rate of 56.9 percent for residents aged 60 and older. In Irvine, 32.6 percent of seniors 60 and older are currently employed.⁸

Seniors and Family Status

For seniors 60 years and older residing in Irvine, 60.2 percent live with family (the majority as married couples), while approximately 37 percent report living alone. Another 3 percent live with nonrelatives. Almost 63 percent of Irvine seniors are married, 15.4 percent are widowed, and 21.7 percent are divorced, separated, or never married.⁹

Approximately 54.7 percent of Irvine's senior (60+) population is female, with 45.3 percent male.¹⁰ Nationally, for seniors aged 85 and older, women outnumber men by a ratio of almost two to one.¹¹

Health and Disability

Increasing age is a risk factor for many chronic conditions, and the majority of older adults in Orange County have at least one chronic medical condition. Chronic conditions such as hypertension affect as many as 50 percent of Orange County Medicare beneficiaries aged 65 and older, and diabetes affects approximately 26 percent. Nearly 12 percent of Orange County Medicare beneficiaries older than 65 were treated for Alzheimer's disease or dementia in 2014. Alzheimer's disease is now the third leading cause of death for Orange County adults 65 and older, and is the only leading cause of death that has been increasing in Orange County.¹²

Nearly 23 percent of Irvine seniors aged 60 and older report having one or more disabilities.¹³ Disability is defined as having difficulty with hearing, vision, cognition, ambulation, self-care, and/or independent living. The rate of disability increases with age and reflects the many health-related challenges that older adults face.

Key Achievements 2012–17

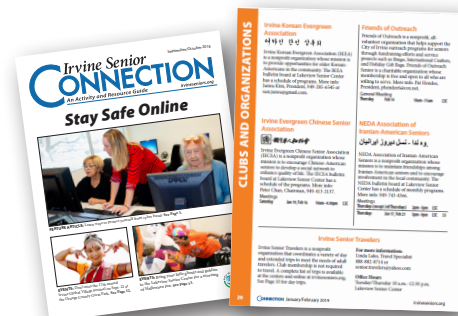
The success, lessons learned, and momentum created from efforts implemented under the Senior Plan 2012–17 provide the foundation for the Plan Update and associated target strategies. The most significant achievements under the Senior Plan 2012–17, organized by the five priority areas, include:

Education and Marketing

- Senior Services enhanced marketing efforts to raise awareness of its services and programs. Marketing activities included updates to the Senior Services website; greater use of social media; development of monthly calendars of senior center activities; and the redesign and expanded distribution of *Irvine Senior Connection*, a bimonthly senior center newsletter.
- Volunteer recruitment efforts were enhanced by marketing the City's senior volunteer opportunities through community agency partners and online volunteer match services. Since Fiscal Year (FY) 2012–13, volunteer hours provided to support senior programs and clubs increased by approximately 26 percent, from approximately 37,500 hours to nearly 47,400 hours in FY 2016–17. Nearly 600 individuals volunteer each year, serving in a variety of

roles such as senior lunch program assistants, Meals on Wheels drivers, fitness center attendants, English mentors, and drivers for medical appointments.

- Through new and expanded partnerships, the City enhanced services that inform seniors about financial and insurance matters. Council on Aging offered benefits enrollment clinics to help lower-income seniors find and apply for public benefit programs. The Council on Aging also offered Medicare open enrollment services to assist seniors in finding affordable health insurance options. Consumer Credit Counseling of Orange County provided individual consultations on budgeting, debt, and financial management issues. Other popular programs such as financial planning and estate planning courses continued to be offered throughout the plan period with more than 1,700 class participation visits.



Irvine Senior Services works collaboratively with five nonprofit senior clubs to enrich the City's program offerings for seniors. For more information on the nonprofit senior clubs, see Appendix A.

- New partnerships with health care professionals, hospitals, and community agencies were developed to offer a variety of health education presentations and lecture series on topics including chronic disease prevention and management, fall prevention, and memory health.
 - New technology education programs were offered to help seniors develop proficiency in the use of computers and mobile devices. In 2014, Senior Services developed a partnership with a student group called the OC Coders to implement a technology tutoring program. High school students provided free one-on-one sessions to help seniors with laptop, smart phone, and tablet use. The program provided more than 1,600 tutoring sessions in English, Japanese, Korean, and Mandarin between 2014 and 2017.
 - Technology classes were introduced at the senior centers in 2015 with more than 100 class meetings conducted in FY 2015–16 and 152 class meetings in FY 2016–17.
 - Participation in English Mentoring classes, taught by volunteers, increased by 84 percent over five years, from 2,080 participant visits in FY 2012–13 to 3,825 participant visits in FY 2016–17.
- housing, in-home services, assisted living, and home safety improvement services.
- In 2015, Senior Services supported the Community Development Department in providing three community forums in multiple languages (English, Mandarin, and Korean) to raise awareness of affordable housing options available in the City.
 - During the plan period, 11 new affordable rental properties with more than 1,000 units opened in Irvine, including an affordable senior rental community with 219 units. Planning of a 157-unit housing community for very-low and low-income seniors was also conducted.
 - Partnerships were expanded and added to support housing goals. In FY 2015–16 and FY 2016–17, the Fair Housing Foundation provided free consultation services at Lakeview Senior Center to inform older adults about their housing rights and responsibilities as tenants and landlords.
 - In 2012 and 2013, the City worked with the Orange County Fire Authority and community volunteers to install 240 smoke and carbon monoxide detectors in the homes of senior mobile home community residents.

Housing

- The City's Keen Center for Senior Resources (Keen Center) provided more than 700 housing-related referrals annually to Irvine seniors. Housing information requests are typically related to affordable
- Since 2015, Irvine Senior Services has been partnering with the City's Code Enforcement Division, the Orange County Fire Authority, and the Orange County Hoarding Task Force to help seniors with significant hoarding situations remain safe in their homes.

- The Senior Services Outreach program, with funding from the nonprofit organization Friends of Outreach, provided homebound seniors with home safety equipment such as Emergency Response Systems and grab bars to support independence and safety at home.
- In 2012, the Irvine Supportive Community collaborative was established to help seniors live healthy and independent lives in their own homes and neighborhoods. Led by Jewish Federation and Family Services and comprised of six community partners including the City of Irvine, the collaborative provides support services, activities, and linkages to resources for residents of two affordable senior housing communities in Irvine. In FY 2016–17, more than 16,000 contacts were provided to seniors through the Irvine Supportive Community collaborative.
- In 2012, Keen Center staff began conducting monthly outreach to senior housing locations to provide education and referral assistance in order to reach seniors who are unable to access services at the senior centers.
- The City's Senior Care Management program, partially funded by a federal grant, provides intensive in-home services to support independence, safety, and quality of life for homebound seniors with complex physical and psychosocial needs. Hours of care management support increased by more than 75 percent since FY 2012–13, from approximately 900 hours to approximately 1,580 hours in FY 2016–17.
- The Irvine Meals on Wheels program delivered more than 293,000 meals to homebound seniors over the five-year plan period. The annual number of home-delivered meals increased by more than 26 percent over the plan period from 54,950 to 69,400. The annual number of unduplicated participants increased by 58 percent from 152 in FY 2012–13 to 240 in FY 2016–17.

Mental and Physical Health

- The Keen Center, located at Lakeview Senior Center, offers support and assistance to seniors and their families coping with the physical, emotional, and practical challenges of aging. Trained staff and volunteers provide information, referrals, and linkages to support services and community resources. Over the five-year plan period, annual in-person and telephone consultations increased by 56 percent, from 7,239 contacts in FY 2012–13 to 11,429 in FY 2016–17. Nearly 47,000 contacts were conducted during the plan period.



Irvine Meals on Wheels staff and volunteer help provide nutritious meals to homebound Irvine seniors.

- The number of meals served through the Senior Lunch program at Lakeview Senior Center increased by 31 percent, from 24,413 in FY 2012–13 to 32,034 meals in FY 2016–17. Approximately 136,000 meals were provided over the five-year plan period. The number of annual unduplicated participants increased by 34 percent, from 712 to 953 seniors.
- In 2014, the City began hosting a monthly food distribution program at Lakeview Senior Center offered by Community Action Partnership of Orange County. Approximately 300 seniors receive food boxes each month to increase their food security. Volunteers from the Irvine Latter-day Saints Church delivered the boxes to 100 homebound residents at two affordable senior housing communities.
- Since 2015, the City has collaborated with community partners to offer positive aging groups in multiple languages (English, Mandarin, and Farsi) to address topics such as depression, dementia, and communication.



A UC Irvine student provides free blood pressure screenings to Irvine seniors.

- The City established new partnerships with local schools of nursing and pharmacy, and the Orange County Health Care Agency, to increase availability of health education, health screenings, and medication review services at Lakeview Senior Center.

Recreation and Leisure

- In February 2016, the City expanded its recreational and fitness programs with the opening of the City's third senior center, the Trabuco Center.
- During the plan period, the number of recreation and fitness classes and activities offered at the senior centers increased by more than 84 percent. In FY 2012–13, approximately 3,100 class sessions were provided with approximately 63,000 participation visits. In FY 2016–17, a total of more than 5,700 sessions were offered with approximately 95,000 participation visits.
- With the opening of the Trabuco Center in 2016, senior fitness center memberships for Rancho Senior Center and Trabuco Center were consolidated, allowing eligible members to use the fitness centers at both facilities. Over the plan period, fitness center memberships increased from 245 members with more than 11,100 annual visits to 612 memberships with more than 17,500 annual visits at both centers. Services at both fitness centers have been enhanced to include additional evening hours, one-on-one fitness coaching, and cardio/strength training classes.

- In response to community interests, the senior centers expanded music and art class offerings to include harmonica and ukulele lessons, music appreciation, floral design, and Chinese calligraphy. Cultural partner groups led several new classes, including guitar (Irvine Korean Evergreen Association) and chorus (Irvine Chinese Evergreen Senior Association).
- The City has held an annual Senior Fitness Expo at Rancho Senior Center since 2009, providing fitness demonstrations, health screenings, and health information to the community in a fun and festive setting.
- Senior Services partnered with several Irvine youth programs to offer intergenerational activities at the senior centers. Programs included: game day events with City of Irvine Middle School Youth Action Team participants; student musical showcases and socials; technology tutoring offered by high school students; student chess exhibitions; and an intergenerational life-review program with Creekside High School students.



City staff provides assistance to a fitness center participant.

Transportation

- The City's TRIPS program offers low-cost, accessible transportation to eligible Irvine seniors and adults with disabilities. During the plan period, the program provided more than 105,000 rides.
- The Nutrition Transportation program provides transportation to and from the senior lunch program at Lakeview Senior Center. Initiated in 2011 and funded through a federal grant, the program provides contracted shuttle services for senior residents of affordable senior housing locations and TRIPS passes to eligible seniors to attend the meal program. During the plan period, the annual number of rides provided increased by 138 percent, from 1,356 in FY 2012–13 to more than 3,200 rides in FY 2016–17.



TRIPS provides low-cost, wheelchair accessible transportation to Irvine seniors and adults with disabilities.

- The City's Senior Services Volunteer Transportation program provides rides to non-emergency medical appointments at no cost to Irvine seniors. Annual service numbers have almost doubled since FY 2012–13, from 308 rides to 596 rides in FY 2016–17. Over the five-year plan period, 28 City-trained volunteer drivers provided a total of 2,277 rides to Irvine seniors.
- The City's Senior Outreach program provides emergency taxi vouchers to seniors facing immediate and urgent transportation needs. This program is funded by Friends of Outreach, an Irvine-based nonprofit organization. A total of 1,040 taxi vouchers were provided over the five-year period.
- In 2016, Senior Services created a comprehensive transportation guide for seniors to increase awareness of local and regional transportation options. The user-friendly guide describes available transportation services including costs, registration requirements, and contact information, and is available as a brochure and online.
- In 2012, the City began conducting senior transit training excursions to destinations in Orange and Los Angeles counties to help seniors practice using public transportation while participating in fun, social activities. More than 280 seniors have participated in the program.
- The City's CarFit program uses trained volunteers to implement a screening tool developed by the Automobile Association of America, AARP, and the American Occupational Therapy Association. It ensures older drivers "fit" their vehicle properly for maximum comfort and safety. Since 2012, CarFit screening events have increased in frequency, and are provided in Mandarin as well as English. From FY 2012–13 through 2016–17, approximately 200 seniors have participated in the program offered at Lakeview Senior Center.
- Over the five-year plan period, more than 510 seniors participated in AARP Driver Safety courses offered at Lakeview and Rancho Senior Centers. In 2013, driver refresher courses were expanded to include classes in Mandarin in addition to the existing English classes. Several other educational lectures were offered for older drivers, including topics such as "Older and Wiser Driver" and "How do I Know if my Family Member is Safe to Drive?"



CarFit volunteers help seniors check how well their personal vehicles "fit" them.

Development of the Senior Plan Update

Key Stakeholder Meetings and Community Forums

The City conducted a public outreach effort consisting of key stakeholder meetings and community forums to gather community input for the Plan Update.

Five key stakeholder meetings were held with service providers and leaders in the senior community. Each meeting focused on one of the five priority areas, with participants invited based on their expertise in that area. Participants represented more than 34 community agencies, as listed in Appendix B. Meetings included a presentation on the 2012–17 Senior Plan strategies, key achievements accomplished during the plan period, local conditions and trends impacting seniors, and staff recommendations for goal and strategy updates for the next five years. Stakeholders were asked to provide input on continuing and emerging needs impacting seniors and possible strategies to meet identified needs.

Three community forums were held at the Irvine senior centers, with more than 65 participants. Information gathered from the key stakeholder meetings was presented. Community members were then asked to provide input on what they believe are the most important issues and service needs for seniors in Irvine related to the five priority areas.

Irvine Senior Citizens Council

During fall 2017, the Irvine Senior Citizens Council received presentations on each of the Plan Update priority areas. Information included a description of existing City programs and services; key achievements from the 2012–17 Plan period; and a summary of key stakeholder and community input.

The Irvine Senior Citizens Council reviewed and provided feedback regarding proposed goals, strategies, and recommended actions for inclusion in the Plan Update.



Irvine Senior Citizens Council Members 2018

Community Recommendations for Senior Plan Update

The implementation of the Senior Services Strategic Plan 2012–17 resulted in many successful programs, services, and collaborations as highlighted in the Key Achievements section. To ensure the City continues to proactively support its senior population, the Senior Citizens Council, key stakeholders, and community residents reviewed areas of need and provided feedback on service delivery approaches.



A nutrition volunteer helps prepare food for the Rose Garden Café.

Five goal areas were selected to be addressed through the Plan Update. The goal areas are listed alphabetically, as each area is important and will be addressed through the five-year implementation matrix.

The goal areas are the same as those included in the Senior Plan 2012–17, except where noted in parenthesis:

- Education
- Health and Recreation (replaces Recreation and Leisure and components of Mental and Physical Health)
- Housing
- Social Well-being and Vulnerable Seniors (replaces Mental and Physical Health)
- Transportation

The modified priority areas were updated to reflect the linkage between physical health, recreation, and fitness (Health and Recreation), and to provide a more specific focus on the area of social well-being, including mental health (Social Well-being and Vulnerable Seniors).

The following sections describe the goals, strategies, and recommended actions identified through the community input process for inclusion in the Plan Update.

Education

GOAL: Provide information and a variety of educational opportunities to older adults.

Under the previous five-year plan, the City enhanced educational programming for the senior community through partnerships and increased promotional efforts. Informative topics including health, technology, fraud prevention, English mentoring, and financial planning were presented to assist seniors with developing and maintaining skills to support successful aging. Lifelong learning also supports cognitive stimulation, social engagement, new learning, and personal development.

Educational programs and services of interest offered at Irvine senior centers are well-attended and in demand. Participants continue to request new offerings, which indicates that educational programming is important and should continue to be promoted in the Plan Update.

Raising awareness about senior resources and services is also an important part of the Plan Update and impacts all five goal areas.



Educational presentations on various topics of interest are offered to Irvine seniors.

Community Input

Through community and key stakeholder meetings, issues forming the basis of the Plan Update were identified and are summarized below.

Awareness and Participation

Stakeholder and community meeting participants identified the need for more effective communication with seniors to increase awareness of available educational programs and promote participation. Use of targeted email blasts, culturally specific media, and Irvine Cable Television were suggested. Tailoring messages to reach younger seniors and limited English speakers was recommended to encourage greater participation among these groups.

Participants discussed ways to improve engagement with seniors who may be reluctant to leave home or participate in unfamiliar activities. It was suggested to provide information and programs at senior housing and faith locations. By offering educational and informational sessions at multiple accessible sites, a greater number of individuals could be served.

Participants also suggested continuing to offer educational programs that are interactive and combined with fun activities to encourage greater participation. Fostering an environment at the senior centers that is inviting and comfortable for seniors to try new classes and activities was also noted as important.

Participation in educational programs is also impacted by lack of access to transportation. One community agency representative mentioned that as their program participants are growing older, these seniors need help finding transportation to attend their classes.

Language and Cultural Barriers

Language was cited as a barrier to participation for some seniors who have limited English proficiency or prefer to speak in their native languages. Offering educational programs in multiple languages was suggested, as well as providing educational materials that are easy to understand and use pictures and graphics to communicate information. Using multilingual volunteers to bring information to the community was suggested as a way to build trust and enhance participation for seniors from many cultures.

Participants requested additional English mentoring programs and citizenship testing preparation classes.

Educational Topics of Interest

Several educational topics of interest were identified and fell into three areas: health, technology, and financial.

Health topics of interest include: medication management; understanding medical plan options; communicating with health care providers; and understanding hospital discharge planning procedures and instructions. Participants also requested community education on dementia, as the condition is impacting a growing number of seniors and their families.

Technology topics of interest include: computer instruction to meet a range of skill levels; smart device training; and technology-related discussion groups.

Financial topics of interest include: identity theft self-protection; senior scam protection; and understanding reverse mortgages.



Irvine seniors stay current with the latest technology.

Strategies for Education

The following strategies and recommended actions are suggested to meet the education goal of providing information and a variety of educational opportunities to older adults.

Strategy 1: Enhanced Promotion

Enhance promotional strategies to increase awareness of educational programs and services.

Recommended Actions:

- a. Expand distribution of information through web-based media.
- b. Conduct targeted marketing strategies to engage various groups of seniors in educational programs (*i.e.*, younger seniors, lower-income, frail, limited English speaking).
- c. Increase accessibility of information at senior housing and faith locations.
- d. Continue to engage multilingual volunteers to bring information to the community.

Strategy 2: Enhanced Learning Opportunities

Expand and enhance information and learning opportunities on issues important to seniors and their families.

Recommended Actions:

- a. Continue to collaborate with community partners to enhance education on health, technology, and finance topics.
- b. Develop user-friendly educational materials on health, finance, and technology topics.

Health and Recreation

GOAL: Promote physical and social health through health and recreation activities.

The City of Irvine has a long history of delivering health and recreation activities for its senior population. Over the prior plan period, the City expanded health, fitness, and recreation opportunities for the senior community through the opening of the Trabuco Center and the expansion of fitness and enrichment class offerings. The congregate meal program at Lakeview Senior Center also grew, providing healthy eating and socialization opportunities to a greater number of seniors.

Benefits of an active lifestyle for seniors, including fitness and recreation opportunities, are well documented. Programs that provide socialization, intergenerational interaction, and creative expression are important to support healthy aging.

Increases in participation achieved during the five-year Senior Plan, along with the general projected growth of the Irvine senior population, indicate that the demand for programs and services will continue to grow. Presenting a range of recreational and health-related activities remains a focus under the Plan Update.



Zumba Gold participants enjoy an energizing dance workout to help improve balance, strength, and flexibility.

Community Input

Input regarding health and recreation services for seniors was provided by residents and senior services professionals during community and key stakeholder meetings, and is summarized as follows:

Targeted Programming

The importance of having the City offer recreation and fitness programs that are specifically designed to meet a range of skill and fitness levels across all age groups was discussed. It was also suggested that a greater variety of weekend and evening program options be scheduled to meet the needs of employed seniors. Meeting participants also recommended the City explore new ways to market programs to targeted audiences such as younger seniors, lower-income individuals, limited English-speaking seniors, and frail older adults.

The process of registering for City and community partner classes was mentioned as a challenge for some seniors. Lack of transportation for non-driving seniors to attend classes and activities was also described as a barrier to participation.

The importance of engaging seniors in volunteer opportunities to promote socialization and support senior clubs was discussed. It was suggested that volunteer participation might increase by providing incentives to volunteers based on service hours provided, and outreaching to recently retired individuals and to senior center participants.

Types of Programs

Health and Fitness

The desire for more senior fitness and sports-related activities such as pickleball, bocce ball, billiards, ping pong, and hiking excursions offered at various locations throughout the City was discussed.

It was also noted that keeping people motivated over time to stay fit and healthy is a challenge. Suggestions to help senior participants maintain motivation to remain physically active include offering fitness coaching and friendly competitions.

Participants noted the value of the senior lunch program as an important health and socialization opportunity. The desire for enhanced vegetarian menu options and culturally-themed entrees available through the program was mentioned.

Recreation and Social Programs

Meeting participants suggested that recreational class offerings be expanded to include additional sections for popular programs and new activities, such as square or folk dancing, gardening, and music appreciation classes and excursions to performing arts events.

Expanding programs that promote structured and unstructured socialization opportunities, such as meet-and-greet events that bring seniors of different cultures together, was recommended.

Facilities/Equipment

It was strongly noted that the Lakeview Senior Center is at capacity and additional space is needed in order to accommodate the rapidly growing number of senior participants. Community members identified the need for long-range planning and expansion of senior center facilities to meet program demand.

To meet the growing demand for recreation and leisure activities, meeting participants suggested providing senior programming at other City locations such as the Orange County Great Park, community parks, or open space areas. The community also requested increased availability of both indoor and outdoor fitness equipment, including adding fitness equipment at Lakeview Senior Center.

Providing infrastructure to expand technology-related activities was requested. Suggestions included implementation of a laptop computer lending library and making upgrades to existing equipment at the Lakeview computer lab.

Strategies for Health and Recreation

The following strategies and recommended actions are suggested to meet the health and recreation goal of promoting physical and social health for older adults through health and recreation activities.

Strategy 1: Awareness of Health and Recreation Programs

Enhance marketing strategies to increase awareness of health and recreation programs.

Recommended actions:

- a. Conduct targeted marketing strategies to reach different groups of seniors (*i.e.*, younger seniors, lower-income, frail, limited English speaking).
- b. Educate seniors on registration processes for senior activities offered by the City and community partners.



Senior Striders participants enjoy a morning walk along the Jeffrey Open Space Trail.

Strategy 2: Health and Recreation Program Opportunities

Expand senior health and recreation program opportunities.

Recommended actions:

- a. Explore options for additional activities on weekends, evenings, and at satellite locations.
- b. Pilot new outdoor sports activities.
- c. Expand social engagement opportunities, including activities that bring seniors of various cultural groups together.
- d. Explore new ways to recruit senior volunteers to promote socialization and support senior club activities.
- e. Pilot a laptop lending program for seniors.
- f. Explore model programs to help seniors sustain motivation to stay fit and healthy over time.
- g. Explore new vegetarian and culturally-themed menu options at the Lakeview Senior Center Rose Garden Café.
- h. Explore conducting a feasibility study to evaluate the demand for additional space for senior center programs.



Lakeview Senior Center



Rancho Senior Center



Trabuco Center

Housing

GOAL: Enhance collaborations and education to address senior housing needs.

The increasing need for affordable, physically accessible housing and resources to help seniors remain independent at home and maintain quality of life was identified under the previous five-year Senior Plan. During the plan period, the City enhanced partnerships with community agencies to support safety at home, continued to provide housing-related referrals to assist seniors in identifying housing options, and expanded the number of affordable housing units available to senior residents.

Housing is typically the largest expenditure in a household budget for seniors 60 and older. The majority of senior renters in Irvine (55 percent) pay more than 30 percent of their income on rent, and approximately 31.4 percent of Irvine senior homeowners also spend more than 30 percent of their income on housing. Almost one-third of Irvine seniors are renters.¹⁴

In Irvine, the median value of a home is \$806,000 compared to \$477,500 for California,¹⁵ and the median rent is \$2,243 compared with \$1,375 for California.¹⁶ Rising housing costs can impact the ability of older adults to age in place, especially those living on fixed incomes.

In addition to cost, housing safety and access to adequate resources and supports are factors for aging in place. Risks are heightened when seniors' homes are not updated to accommodate age-related changing needs. This is especially important given one in four older adults falls each year, a leading cause for serious injury and death.¹⁷ Half of these falls occur at home.¹⁸

Housing stability and safety impacts the overall well-being of seniors, including one's physical and mental health, and continues to be a priority of the Plan Update.



The City provides resources to help seniors with home modifications to support aging in place.

Community Input

Through community and key stakeholder meetings, issues forming the basis of the Plan Update were identified and are summarized below.

Aging in Place

Supporting seniors in remaining safe and independent in their homes continues to be an important aspect of the plan. To help seniors age in place, community and stakeholder meeting participants suggested: conducting a widespread fall prevention education campaign in coordination with community partners; informing seniors of affordable home modification and repair measures and services; and providing seniors with examples of universal design concepts that increase accessibility and safety.

Meeting participants also recommended informing seniors and their families about new technology to support safety and independence such as in-home cameras, reminder systems, and smart phone applications.

Providing support services and transportation at senior housing locations was also discussed as an important way to help seniors remain in their homes.

Housing Transitions

Meeting participants discussed providing education to seniors and their families about the continuum of housing options available to meet their needs at various stages of life and how to manage housing transitions. Specifically, information could be provided on transitioning from independent to assisted living; downsizing strategies to address clutter and hoarding; and educating families on how to support seniors with housing decisions.

Affordable Housing

The availability of affordable housing remains a key concern for Irvine seniors. Meeting participants noted the challenges seniors on fixed incomes face trying to keep up with rent increases, as well as the long waitlists that exist to obtain affordable housing units. The need for affordable housing for special populations requiring higher levels of care (such as seniors with developmental disabilities and seniors with dementia) was also discussed.

It was also noted that many seniors have difficulty understanding affordable housing requirements and how to complete online housing applications. Expanding services that assist seniors in locating and applying for affordable housing was suggested as a way to help overcome these barriers.

Meeting participants discussed concerns about seniors who are homeless or at risk of becoming homeless due to rent increases or the expiration of their affordable housing certificates. Ways to identify and assist at-risk seniors could be explored as part of the Plan Update. This may include working with site managers at affordable housing communities to identify and refer senior residents to social service agencies that could provide homeless prevention assistance.

Community input also included recommendations to work with housing development corporations to include universal design and accessibility concepts into new projects. It was also suggested that the City explore ways to work with developers to continue to support the creation of additional affordable housing for seniors.

Strategies for Housing

The strategies and recommended actions listed to the right address the housing goal of enhancing collaborations and education to address senior housing needs.



New technology helps seniors stay connected with the community and age safely in place.

Strategy 1: Support for Aging in Place

Promote safety measures and assistance services to support aging in place.

Recommended Actions:

- a. Foster partnerships between service providers and housing entities to better link seniors with needed services, including homeless prevention resources.
- b. Increase awareness of fall prevention measures, home modification strategies, and universal design principles.
- c. Disseminate information about home-based technology applications to support independent living.

Strategy 2: Information to Address Housing Needs

Provide information to seniors with housing needs.

Recommended Actions:

- a. Provide education to seniors and families about housing transitions.
- b. Increase services to help seniors complete affordable housing applications.
- c. Continue to inform the senior community of affordable housing openings as they occur.

Social Well-being and Vulnerable Seniors

GOAL: Promote wellness, independence, and inclusion for vulnerable seniors.

Addressing the needs of vulnerable seniors is a priority of the City of Irvine. The City has been responsive to the changing needs of seniors and has enhanced services to assist those experiencing isolation, financial hardship, and physical or mental health challenges.

Guided by the Senior Plan 2012–17, the City expanded outreach into the community to places older adults live and frequent, built community partnerships to address food insecurity and mental health concerns, and enhanced capacity to reach limited English-speaking seniors. Over the plan period, service levels increased in care management support and Keen Center consultations and resource referrals. The number of meals provided to homebound and vulnerable seniors also increased significantly.

Accessible and appropriate support is vital to healthy aging and should consider certain circumstances that impact the well-being of seniors. It is not uncommon for older adults to experience mental distress associated with a decrease in self-sufficiency, living with chronic illness, and/or experiencing grief following the loss of a loved one. In 2014, more than one in 10 Medicare beneficiaries 65 and older in Orange County was treated for depression. Countywide, elder abuse reports have increased by 56 percent since 2004, with most cases involving financial and/or psychological/mental abuse.¹⁹ Enhancing systems to identify and serve vulnerable older adults remain a priority for the Plan Update.

Community Input

Feedback and suggestions regarding assistance for vulnerable seniors to support social well-being were provided by community residents and senior services professionals during community and key stakeholder meetings, and are summarized as follows:

Enhanced Linkages to Resources

Community members and service providers noted that resources for seniors can be difficult to access by those in need. Many seniors are not aware of how to locate services offered by the extensive network of public and community-based organizations. To better reach the most vulnerable seniors, it was recommended that outreach be conducted through cultural and faith organizations, housing sites, and local media sources. Participants also expressed the need to provide families of seniors and the broader community with information on safety and support services for seniors.

Service providers discussed the need to improve coordination and information sharing among service agencies as a means to better serve seniors in need. One example could include creating systems for making direct referrals from physicians' offices to community agencies for effective linkage of seniors to services.

Support Services for Basic Needs

Key stakeholders indicated a rise in seniors experiencing poverty and unmet basic needs, including food and housing insecurity. Input included the need to strengthen support systems in order to identify seniors in need before a crisis occurs. This may include providing housing site managers and home owners associations with information on how to link seniors in need to food pantry and temporary housing services.

It was also noted that there is a growing number of seniors who need assistance in understanding basic paperwork and completing housing request forms, including online applications. Expanding services that provide assistance with forms and applications was recommended.



Mental Health Support

Meeting participants identified loneliness and social isolation as contributing to mental health challenges for seniors. Social isolation factors identified included the lack of transportation and limited family and social networks. Increasing volunteer support services such as friendly visitor and peer mentor programs, and expanding transportation options, were suggested to provide needed support to isolated, vulnerable seniors.

A recurring theme was the need to expand in-home care management and counseling services to serve seniors experiencing emotional health disorders, such as anxiety and depression. Addressing complex issues such as elder abuse, hoarding, dementia care, and support for veterans through targeted services was also discussed. Continued collaboration between Senior Services and the Irvine Police Department Mental Health Outreach program was recommended as well.

Language and Cultural Barriers

Participants recognized language and cultural barriers as a challenge to accessing services. Increasing outreach efforts that focus on building trust to engage limited English-speaking seniors was recommended. Suggestions included utilizing volunteers to provide information in various languages and help limited English-speaking seniors connect to services; and continuing to enhance home visitation programs provided by culturally-specific agencies.

Support Families and Caregivers

The needs of family members caring for older adults, as well as seniors caring for adult children with disabilities, were considered by participants. The needs identified included caregiver education and support, and affordable respite care services. Caregiver support could be enhanced through promoting affordable respite care models, expanding support group networks, and working with families to plan for future care needs.

Strategies for Social Well-being and Vulnerable Seniors

The following strategies and recommended actions are suggested to meet the social well-being goal of promoting wellness, independence, and inclusion for vulnerable seniors.



Strategy 1: Identify and Serve Vulnerable Seniors

Enhance systems to identify and serve the most vulnerable senior populations.

Recommended Actions:

- a. Increase public awareness about how to identify and assist vulnerable seniors.
- b. Explore ways to increase information sharing with community partner agencies, housing agencies/homeowners associations, and medical providers on support services and programs for vulnerable seniors.
- c. Expand education and support to family members of vulnerable seniors and seniors caring for adults with disabilities.
- d. Foster the development of services for isolated, limited English-speaking seniors.
- e. Continue to partner with organizations that provide in-home counseling and volunteer peer mentoring services.
- f. Explore ways to expand application assistance services for seniors.
- g. Continue collaboration with Irvine Police Department to assist at-risk seniors.
- h. Evaluate the nutrition program operations and explore options for meeting the increasing demand for services.

Transportation

GOAL: Support safe and accessible transportation for seniors.

The transportation goal area encompasses strategies that support transportation accessibility and safety for senior residents. Guided by the previous Senior Plan, the City worked to expand the range of transportation options available to senior residents, increased opportunities for participation in driver safety and transit training programs, and undertook efforts to raise awareness about available transportation services. Demand for City senior transportation services including the volunteer driver program, Nutrition Transportation, and subsidized taxi vouchers increased.

Transportation needs for seniors are expected to continue to increase as the population grows. With seniors outliving their ability to drive safely by an average of seven to 10 years,²⁰ a range of affordable alternatives to driving are needed to maintain independence and participation in community life. Non-driving seniors attend fewer medical appointments, shop less often, and reduce frequency of visits with family and friends compared to drivers of the same age.²¹

Seniors also represent the fastest-growing segment of drivers, according to Automobile Association of America Foundation for Traffic Safety. Projections indicate that 25 percent of all drivers will be older than 65 by 2025.²² With the growing number of non-driving and driving seniors, transportation accessibility, and driver and pedestrian safety remain important issues to address under the Plan Update.



Seniors learn how to ride the Metrolink before taking a trip to Angels stadium.

Community Input

Through community and key stakeholder meetings, issues forming the basis of the Plan Update were identified and are summarized below.

Affordable and Accessible Transportation

Availability of affordable and accessible transportation options remain a community priority. Identified areas of need include: 1) additional weekend and evening hours; 2) more options for individuals who are temporarily unable to drive or who have driving limitations, such as not driving in the dark or on freeways; 3) additional transportation services to the senior centers; and 4) financial assistance for transportation services for lower income seniors.

Transportation for social and recreation activities was specifically emphasized as a growing area of need. Community and stakeholder meeting participants noted that reductions in county bus services near the Lakeview Senior Center and senior housing developments have made it more challenging for seniors to participate in available programs.

Providing additional shuttle services that are coordinated with senior housing communities was also suggested as a way to help seniors stay independent and active in the community.

Collaborations and Innovations

Meeting participants discussed exploring innovative ways to enhance transportation options for seniors, such as using smartphone transportation applications. Ideas for expanding heavily impacted senior volunteer driver programs were also discussed, such as identifying creative ways to recruit additional drivers and linking non-driving seniors with others who are going to the same activity or location.

Continued collaboration with county and nonprofit transportation providers was discussed as a way to improve the existing network of transportation services. Working with the county to address cost and service area limitations of the ACCESS program was specifically mentioned.



A senior participant takes the lunch shuttle to Lakeview Senior Center for a delicious hot lunch.

Safety and Transit Education

Providing educational programs for senior drivers and recent non-drivers continues to be an area of need identified by the community. Meeting participants suggested providing additional driver safety classes in multiple languages that include not only information on safe driving practices, but also discuss when to transition away from driving and alternative transportation options.

Meeting participants also noted that transit-related informational materials and training on how to access services could be further developed. Emphasis was placed on targeting information to seniors who are reluctant to use transportation services. This includes seniors with limited English proficiency that may face challenges connecting to transportation resources.

Pedestrian safety was also expressed as a concern. Crossing the street in the allotted signal time was mentioned as a challenge for some seniors. "Walkability" was noted as an issue to address, especially near senior housing locations and bus stops.



Volunteer drivers provide ride assistance to medical appointments.

Strategies for Transportation

The strategies and recommended actions listed below address the Transportation goal of supporting safe and accessible transportation for seniors. The recommended actions help to guide strategy implementation.

Strategy 1: Outreach and Education

Enhance outreach and education to support senior mobility.

Recommended Actions:

- a. Expand distribution of information on transportation services and include materials in multiple languages.
- b. Teach seniors how to use various transportation options including smartphone applications.
- c. Continue providing information on driver safety and transitioning away from driving.
- d. Provide pedestrian safety education.
- e. Promote transportation consultation services in multiple languages through the Keen Center for Senior Resources.

Strategy 2: Enhanced Access

Explore collaborative partnerships and innovative models to enhance access to transportation services.

Recommended Actions:

- a. Maximize use of transportation resources through continued coordination with public and community transportation providers.
- b. Explore opportunities to enhance volunteer-based transportation for medical appointments and social activities.
- c. Evaluate City senior transportation services for opportunities to increase efficiencies.

Conclusion

The Senior Services Strategic Plan was developed in 2012 based on extensive community participation and input. The plan identifies priority areas and strategies to guide service delivery for the Irvine senior population. It has resulted in the targeted use of resources to provide high-quality, relevant programs driven by the interests and needs of Irvine seniors.

In 2017, the City returned to the community to revisit the Senior Plan and receive recommendations for future plan implementation. The Plan Update reflects community feedback based on current and emerging issues faced by Irvine seniors.

The Senior Plan Update Implementation Matrix was created based on the plan strategies and recommended actions, and is intended to guide the City's work around Senior Services for FY 2018–19 through FY 2022–23. Review and evaluation of the Plan Update implementation and outcomes will be conducted by the Senior Citizens Council. Ongoing monitoring and feedback will ensure the Plan Update remains relevant to community needs and responsive to changing conditions.

For more information about the Plan Update, please contact the City of Irvine Community Service Department.



Acknowledgements

The City of Irvine would like to thank all who participated in the development of the Senior Services Strategic Plan Update, including the many stakeholders and community members who attended meetings and forums to provide valuable input.

The City would like to acknowledge members of the Irvine Senior Citizens Council and City staff who contributed to the plan.

■ Irvine Senior Citizens Council

Carolyn Inmon, Chair

Sima Ranjbar, Vice Chair

Stan Jones, Senior Council Member

Juneu Kim, Senior Council Member

Kevin Kondru, Senior Council Member

Rachel Owens, Senior Council Member

Betty Jo Woollett, Senior Council Member

■ Past Irvine Senior Citizens Council

Greta Jacobs, Past Chair

Kathy Lee, Senior Council Member

Gary Yates, Senior Council Member

■ City Staff

Laurie Hoffman, Community Services Director

Lisa Rudloff, Community Services Deputy Director

Sheila Driscoll, Community Services Manager

Sandra Salcedo, Community Services Superintendent

Laurie Gruschka, Senior Management Analyst

Susie Blanco, Community Services Supervisor

Lynne Conger, Social Services Supervisor

Edward Kaleikini, Community Services Supervisor

Denise Bennett-Arabatzis, Community Services Supervisor

Debbie Brunn, FOR Families Specialist

Amber Castrey, Program Coordinator

Laura Murphy, Program Coordinator

Kristen Reid, Program Coordinator

Lucy Tseng, Program Coordinator

Athena Martinez, Administrative Secretary

Anne Kanter-Edwards, Program Specialist



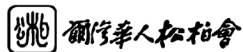
Meals on Wheels volunteers begin their delivery routes.

Appendix A: Nonprofit Senior Clubs

■ Friends of Outreach

Friends of Outreach is a nonprofit, volunteer-led organization that supports the City of Irvine outreach program for seniors through fundraising efforts and service projects such as Bingo, International Crafters, and Holiday Gift Bags. Friends of Outreach is a charitable organization with free membership and open to all who are willing to serve. Meetings are held on the second Thursday of each month from 10-11 a.m. at Lakeview Senior Center. More information: 949-724-6900.

■ Irvine Evergreen Chinese Senior Association (IECSA)



Irvine Evergreen Chinese Senior Association (IECSA) is a nonprofit organization whose mission is to encourage Chinese-American seniors to develop a social network to enhance the quality of life. Meetings are held the third Saturday of each month from 10 a.m.-4:30 p.m. at Lakeview Senior Center. More information: 949-724-6900.

■ Irvine Korean Evergreen Association (IKEA)

어바인 한인 상록회

Irvine Korean Evergreen Association (IKEA) is a nonprofit organization whose mission is to provide opportunities for older Korean-Americans in the community. More information: 949-724-6900.

- **Irvine Senior Travelers** is a nonprofit organization whose mission is to provide opportunities for older Korean-Americans in the community. More information: 949-724-6900.

■ NEDA Association of Iranian-American Seniors w

گروه ندا - نسل دیروز ایرانیان

NEDA Association of Iranian-American Seniors is a nonprofit organization whose mission is to maintain friendships among Iranian-American seniors and to encourage involvement in the local community. Meetings are held Thursday each week from 2-5 p.m. on the third Thursday the meeting is from 5-9 p.m. at Lakeview Senior Center. More information: 949-724-6900.

Information on all of these organizations can be found online at irvineseniors.org.

GOAL AREA : EDUCATION						
Goal: Provide information and a variety of educational opportunities to older adults.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
1. Enhance promotional strategies to increase awareness of educational programs and services	a. Expand distribution of information through web-based media	<ul style="list-style-type: none"> • Increase posts on City's social media pages including links to the <i>Irvine Senior Connection</i> 				
	b. Conduct targeted marketing strategies to engage various groups of seniors in educational programs (i.e., younger seniors, lower-income, frail, limited English speaking)	<ul style="list-style-type: none"> • Develop group email lists (i.e., younger seniors, lower-income) of current participants to receive information based upon program interest 	<ul style="list-style-type: none"> • Identify points of contact (agencies, sites, programs) through which to reach various audiences and distribute information on educational opportunities 	<ul style="list-style-type: none"> • Target retirees for program promotion and volunteer recruitment 		
	c. Increase accessibility of information at senior housing and faith locations	<ul style="list-style-type: none"> • Enhance communication with staff at senior housing locations to inform them about Senior Services program information 	<ul style="list-style-type: none"> • Meet with faith and cultural groups to share information about class offerings 			
	d. Continue to engage multilingual volunteers to bring information to the community		<ul style="list-style-type: none"> • Work with senior clubs to help outreach to their community networks about educational programs and services 			

GOAL AREA: EDUCATION (cont.)						
Goal: Provide information and a variety of educational opportunities to older adults.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
2. Expand and enhance information on issues important to seniors and their families	a. Continue to collaborate with community partners to enhance education on health, technology, and finance topics	<ul style="list-style-type: none"> Continue to provide informational sessions on financial literacy and fraud prevention through partnerships Provide Senior Services Leadership Committee with educational sessions and encourage members to share the information with their club participants 	<ul style="list-style-type: none"> Identify presenters to provide new informational sessions on health, technology, and finance topics Offer more intermediate and advanced level technology classes Seek partners to offer educational programs during evening and/or weekend hours Utilize cultural groups to hold lectures and distribute information 			
	b. Develop senior user-friendly educational materials on health, finance, and technology topics	<ul style="list-style-type: none"> Revise referral/resource lists to improve readability for seniors Conduct a comprehensive messaging campaign featuring topics (two per year) providing consistent messaging across printed material and web articles 				

GOAL AREA: HEALTH AND RECREATION						
Goal: Promote physical and social health through health and recreation activities.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
1. Enhance marketing strategies to increase awareness of health and recreation programs	a. Conduct targeted marketing to reach different groups of seniors	<ul style="list-style-type: none"> Promote City adult classes of interest to seniors 				
	b. Educate seniors on registration processes for senior activities/classes offered by the City and community partners	<ul style="list-style-type: none"> Accept telephone registration for free programs Teach seniors how to register online for City programs Continue to partner with Irvine Valley College Emeritus to provide on-site registration assistance 				

GOAL AREA: HEALTH AND RECREATION (cont.)						
Goal: Promote physical and social health through health and recreation activities.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
2. Expand senior health and recreation program opportunities	a. Explore options for additional activity offerings on weekends and evenings and at satellite locations		<ul style="list-style-type: none"> Pilot evening or weekend events, such as ping pong tournaments 			
	b. Pilot new outdoor sports activities	<ul style="list-style-type: none"> Promote pickleball clinics being offered at new City courts 	<ul style="list-style-type: none"> Pilot new outdoor sports activities (i.e., pickle ball, bocce ball) at satellite locations and at varying times 	<ul style="list-style-type: none"> Research grant opportunities for funding outdoor fitness equipment at Lakeview Senior Center or other sites that are accessible to seniors 		
	c. Expand social engagement opportunities, including activities that bring seniors of various cultural groups together	<ul style="list-style-type: none"> Program afternoon socials with activities that encourage social engagement and interaction (i.e. karaoke, crafts) 				
	d. Explore new ways to recruit senior volunteers to promote socialization and support senior clubs	<ul style="list-style-type: none"> Work with senior clubs to help outreach to their community networks about volunteer opportunities 	<ul style="list-style-type: none"> Provide opportunities for senior clubs to periodically host an informational table in Rose Garden Café 			
	e. Pilot a laptop lending program for seniors	<ul style="list-style-type: none"> Implement laptop lending program at Rancho Senior Center 				
	f. Explore model programs to help seniors sustain motivation to stay fit and healthy over time	<ul style="list-style-type: none"> Plan a “Walk with the Doc” program as part of Senior Striders 	<ul style="list-style-type: none"> Provide training for seniors on technology programs (apps) that promote healthy lifestyles Create a recognition/ incentive program for fitness participation 	<ul style="list-style-type: none"> Prepare and distribute recipe cards for easy-to-prepare healthy meals 		
	g. Explore new vegetarian and culturally-themed menu options at the Rose Garden Café		<ul style="list-style-type: none"> Continue to receive and incorporate input from participants on the Rose Garden Café menu 			
	h. Explore conducting a feasibility study to evaluate the demand for senior programming space	<ul style="list-style-type: none"> Explore options for expanding use of existing space 	<ul style="list-style-type: none"> Request funding to conduct a feasibility study to address the need for additional senior center programming space 			

GOAL AREA: HOUSING						
Goal: Enhance collaborations and education to address senior housing needs.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
1. Promote safety measures and assistance services to support aging in place	a. Foster partnerships between service providers and housing entities to better link seniors with needed services, including homeless prevention resources		<ul style="list-style-type: none"> Develop a guide of homeless prevention resources 	<ul style="list-style-type: none"> Share a guide on homeless prevention resources with housing managers so that they may share with senior tenants who are at risk of homelessness 		
	b. Increase awareness of fall prevention measures, home modification strategies, and universal design principles	<ul style="list-style-type: none"> Distribute fall prevention and home safety/modification education materials 		<ul style="list-style-type: none"> Conduct an educational campaign on home safety measures 		
	c. Disseminate information about home-based technology applications to support independent living	<ul style="list-style-type: none"> Research possible agencies that could provide workshops on technology to support independent living 	<ul style="list-style-type: none"> Offer workshops and articles on technology that support independent living 			

GOAL AREA: HOUSING (cont.)						
Goal: Enhance collaborations and education to address senior housing needs.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
2. Provide information to seniors with housing needs	a. Provide education to seniors and families about housing transitions	<ul style="list-style-type: none"> • Provide information to seniors and their families on topics such as transitioning into assisted living, downsizing strategies, and supporting seniors with housing decisions 				
	b. Increase services to help seniors complete affordable housing applications	<ul style="list-style-type: none"> • Pilot Keen Center appointment system for scheduling housing application assistance 	<ul style="list-style-type: none"> • Work with senior clubs to help outreach to their community networks about housing application assistance available in the Keen Center 			
	c. Continue to inform the senior community of affordable housing openings as they occur	<ul style="list-style-type: none"> • Direct seniors to Neighborhood Services web link for new housing developments. • Contact housing developers about upcoming affordable housing projects to stay abreast of interest lists and application opening dates 				

GOAL AREA: SOCIAL WELL-BEING AND VULNERABLE SENIORS						
Goal: Promote wellness, independence and inclusion for vulnerable seniors.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
1. Enhance systems to identify and serve the most vulnerable senior populations	a. Increase public awareness about how to identify and assist vulnerable seniors	<ul style="list-style-type: none"> Participate in community health fairs to inform the general public about the City's assistance programs for vulnerable seniors 	<ul style="list-style-type: none"> Develop informational articles, posters, etc. on how to identify at-risk seniors and where to refer for support and safety services 	<ul style="list-style-type: none"> Evaluate feasibility of creating public service announcement for ICTV on how to identify at-risk seniors and where to refer for support services 		
	b. Explore ways to increase information sharing with community partner agencies, housing agencies/ HOAs, and medical providers on support services and programs for vulnerable seniors	<ul style="list-style-type: none"> Offer training to City program staff and community entities on risk factors and resources for vulnerable seniors 	<ul style="list-style-type: none"> Develop an information packet for distribution to housing and health providers to share information on support services and programs 			
	c. Expand education and support to family members of vulnerable seniors and seniors caring for adults with disabilities	<ul style="list-style-type: none"> Refer participant family members to partner agencies that provide caregiver education sessions and continue to identify new potential partnerships Identify opportunities for expansion of family support programs in various languages for dementia and other health-related aging concerns 	<ul style="list-style-type: none"> Identify opportunities to collaborate with City Disability Services for outreach and support to senior caregivers/family members of adults with disabilities 			

GOAL AREA: SOCIAL WELL-BEING AND VULNERABLE SENIORS (cont.)						
Goal: Promote wellness, independence and inclusion for vulnerable seniors.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
1. Enhance systems to identify and serve the most vulnerable senior populations	d. Foster development of services for isolated, limited English-speaking seniors	<ul style="list-style-type: none"> Recruit and maintain bilingual staff and volunteers Continue to update listing of counseling and outreach services that are appropriate for limited English-speaking seniors 	<ul style="list-style-type: none"> Meet with faith and cultural groups to share information on support services and programs that they can share with vulnerable seniors with limited English proficiency and their families Prioritize resource materials for written translation and distribution 			
	e. Continue to partner with organizations that provide in-home counseling and volunteer peer mentoring services	<ul style="list-style-type: none"> Continue to link and case manage clients in partnership with agencies that provide in-home counseling 	<ul style="list-style-type: none"> Link seniors with virtual counseling programs available online 			
	f. Explore opportunities to expand application assistance services for seniors	<ul style="list-style-type: none"> Launch appointment system for application assistance in Keen Center, utilizing trained interns Work with senior clubs to help outreach to their community networks about application assistance available in the Keen Center 	<ul style="list-style-type: none"> Link seniors with trained volunteers for one-on-one instruction on how to navigate a healthcare service portal online 			
	g. Continue collaboration with Irvine Police Department to assist at-risk seniors	<ul style="list-style-type: none"> Continue to meet regularly with IPD, code enforcement, and other community partners to collaboratively assist seniors in crisis 				
	h. Evaluate the nutrition program and explore options for meeting the increased demand for services	<ul style="list-style-type: none"> Identify the use of outdoor space to expand seating for the lunch program 	<ul style="list-style-type: none"> Evaluate the Meals on Wheels program operations and explore options for meeting increased demand 			

GOAL AREA: TRANSPORTATION**Goal:** Support safe and accessible transportation for seniors.

Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
1. Enhance outreach and education to support senior mobility	a. Expand distribution of information on transportation services	<ul style="list-style-type: none"> • Make information about volunteer driver program available in senior housing communities • Work with senior clubs to help outreach to their community networks about transportation services 	<ul style="list-style-type: none"> • Update transportation guide, including translated versions, and distribute among City and community programs • Meet with faith and cultural groups to share information on transportation services that they can share with the community 			
	b. Teach seniors how to use various transportation options including smartphone applications	<ul style="list-style-type: none"> • Continue transit training programs with pre/post evaluation of learning • Pilot a class on how to install and use ride applications and make available written instructions on installing and using ride applications 				
	c. Continue providing information on driver safety and transitioning away from driving	<ul style="list-style-type: none"> • Enhance volunteer recruitment strategies to increase capacity of the CarFit program 	<ul style="list-style-type: none"> • Explore partnership with IPD to promote driver safety education 	<ul style="list-style-type: none"> • Disseminate information to seniors and their families about driver safety and transitioning away from driving 		
	d. Provide pedestrian safety education	<ul style="list-style-type: none"> • Explore partnership with IPD and other community groups to promote pedestrian safety education 				
	e. Promote transportation consultation services in multiple languages through Keen Center for Senior Resources	<ul style="list-style-type: none"> • Create marketing materials that promote the Keen Center's transportation consultation services 				

GOAL AREA: TRANSPORTATION (cont.)						
Goal: Support safe and accessible transportation for seniors.						
Strategies	Recommended Actions	Year 1	Year 2	Year 3	Year 4	Year 5
2. Explore collaborative partnerships and innovative models to enhance access to transportation services	a. Maximize use of transportation resources through continued coordination with public and community transportation providers	• Continue to participate in the OC Strategic Plan for Aging Transportation Sub-committee	• Stay current with transportation services offered through County, nonprofit, and health insurance providers			
	b. Explore opportunities to enhance volunteer-based transportation for medical appointments and social activities	• Implement new strategies to enhance the recruitment of volunteers for the volunteer driver program for medical appointments		• Explore new strategies to expand the volunteer driver program to include transportation to social activities		
	c. Evaluate City senior transportation services for opportunities to increase efficiencies	• Evaluate the TRIPS program for opportunities to increase efficiencies				

Appendix C: Organizations Represented at Key Stakeholder Meetings

■ Education

Alzheimer's Orange County
Asian American Senior Citizens Service Center
Irvine Korean Evergreen Association
Irvine Senior Citizens Council
Irvine Valley College
Orange County Council on Aging
Orange County Office on Aging
Orange County Fire Authority
OMID Institute

■ Health and Recreation

Friends of Outreach
Irvine Evergreen Chinese Seniors Association
Irvine Senior Citizens Council
Irvine Senior Travelers
Jewish Federation and Family Services
Matter of Balance

■ Housing

Adapt 2 It
Care Placement
City of Irvine Community Development, Neighborhood Services
Fair Housing Foundation
Innovative Housing Opportunities
Inn at Woodbridge Senior Apartment Community
Irvine Company
Irvine Korean Evergreen Association
Irvine Residents with Disabilities Advisory Board
Irvine Senior Citizens Council
Orange County Fire Authority

Appendix C: Continued

■ **Social Well-being and Vulnerable Seniors**

Adult Protective Services

Alzheimer's Orange County

Golden Age Group

Human Options

Irvine Adult Day Health Services, Inc.

Irvine Police Department - Mental Health Outreach Program

Irvine Residents with Disabilities Advisory Board

Irvine Senior Citizens Council

Jewish Federation and Family Services

Orange County Asian and Pacific Islander Community Alliance

Orange County Council on Aging

Orange County Health Care Agency

St. Jude

■ **Transportation**

24HR HomeCare

Age Well Senior Services

City of Irvine Transportation Department

Irvine Police Department Traffic Unit

Irvine Senior Citizens Council

Jewish Federation and Family Services

Appendix D: Senior Resource Guide

Agency	Contact Information	Program Description
GENERAL INFORMATION		
American Association of Retired Persons (AARP)	National: 888-687-2277 Sacramento: 866-448-3614 Pasadena: 866-448-3615 <i>aarp.org</i>	AARP is a nonprofit, non-partisan membership organization dedicated to enhance the quality of life for maturing adults age 50 and over.
City of Irvine Keen Center for Senior Resources (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6926 <i>irvineseniors.org</i>	The Keen Center for Senior Resources offers support and assistance programs designed to help deal with physical, emotional and/or caregiving demands. Provides information about housing, transportation, health insurance, alternative living, social security, in-home care, home repair, support groups, legal aid, safety, immigration, Social Security Insurance and Medi-Cal.
City of Irvine Lakeview Senior Center	20 Lake Road Irvine, CA 92604 949-724-6926 <i>irvineseniors.org</i>	Senior center with multiple-purpose facilities for adults age 50+. Facility is equipped with a computer lab, billiards room, and provides educational, recreational and social services. Rose Garden Café (Monday-Friday) Suggested donation \$4 for age 60+ and \$5.25 for age 59 or less.
City of Irvine Rancho Senior Center	3 Ethel Coplen Way Irvine, CA 92612 949-724-6800 <i>irvineseniors.org</i>	Senior center for adults age 50+. Facility is equipped with a fitness center and provides educational and recreational services. A ballroom, multi-purpose room and kitchen are available for rental.
City of Irvine Trabuco Center	5701 Trabuco Road Irvine, CA 949-724-7300 <i>irvineseniors.org</i>	Senior center for adults age 50+. Facility is equipped with a fitness center and provides educational and recreational services. A ballroom, multi-purpose room and kitchen are available for rental.
Office on Aging County of Orange	333 W. Santa Ana Blvd. Santa Ana, CA 92701 800-510-2020 <i>officeonaging.ocgov.com</i>	The Office on Aging serves older adults, specifically focusing on low-income and minority elders. The information and referral line provides information on health, transportation, affordable housing, nutrition and social activities.
Veteran's Administration Orange County	1506 Brook Hollow Drive Santa Ana, CA 92705 714-567-7450 <i>veterans.ocgov.com</i>	Provides free benefit claims counseling and information and referral assistance to veterans, their dependents and survivors.
211 Orange County	1400 S Grand Avenue, Santa Ana, CA 92705 211 <i>211oc.org</i>	211 Orange County offers a comprehensive information and referral system linking Orange County residents to community health and human services and support. Callers seeking assistance can dial 211 (toll-free) 24 hours-a-day and be connected to trained, multilingual information and referral specialists.
City of Irvine Irvine Multicultural Association (IMA) (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 <i>irvineseniors.org</i>	Promotes harmony in the multicultural community of Irvine. Activities include multicultural films, monthly social events, and English mentoring programs. Monthly socials are held on the first Wednesday of each month from 5-7:30 p.m.

Appendix D: Continued

Agency	Contact Information	Program Description
DOMESTIC VIOLENCE/ELDER ABUSE		
Adult Protective Services	P.O. Box 5687 Orange, CA 92813 800-451-5155 24-hour Hotline <i>cdss.ca.gov/Adult-Protective-Services</i>	Adult Protective Services is directed at preventing or remedying neglect, abuse or exploitation of elder adults (65 or older) and dependent adults (physically or mentally impaired 18-64 year olds) who are unable to protect their own interests.
Human Options – Safe Options for Seniors Program	Office:5540 Trabuco Road, Irvine, CA 92620 P.O. Box 53745, Irvine, CA 92619 877-854-3594 <i>humanoptions.org</i>	Housing, counseling, case management for women and children for 12 months affected by domestic violence. Trauma services for seniors and community education.
Women’s Transitional Living Center	P.O. Box 916 Fullerton, CA 92832 714-992-1931 Hotline:1-877-531-5522 <i>wtic.org</i>	Emergency shelter for clients with substance abuse problems, mental illness, human trafficking, legal advocacy, transitional housing programs, community outreach, immigrations services and children’s programs.
EDUCATION		
Irvine Adult School	3387 Barranca Pkwy Irvine, CA 92606 949-936-7456 <i>Irvineeas.asapconnected.com</i>	Teaches English as a Second Language, computer, parent education, teacher’s aide and General Education Degree to adults. Pre-registration required.
Irvine Valley College Emeritus	5500 Irvine Center Drive Irvine, CA 92618 949-451-5100 <i>ivc.edu</i>	Teaches art, computer, cooking, dance, photography, fitness, investing, music, and theater arts to older adults. Pre-registration required.
Osher Lifelong Learning, University of California, Irvine	15207 Barranca Pkwy, Irvine, CA 92618 949-451-1403 <i>ce.uci.edu/olli/</i>	Offers programs for retired and semi-retired adults who enjoy literature, history, science, the arts and travel. Pre-registration required.
EMERGENCY RESOURCES		
Families Forward	8 Thomas Irvine, CA 92618 949-552-2727 <i>families-forward.org</i>	For Irvine and South County residents only. Offers assistance for emergency and monthly food, transitional housing for homeless families, career coaching, counseling and information and referrals to other Irvine Community resources. Must call first to schedule an appointment.
Share Our Selves	1550 Superior Costa Mesa, CA 92627 949-270-2100 <i>shareourselves.org</i>	Provides food, clothing, financial aid for basic necessities, free dental and medical clinics and CARE (Counseling, Advocacy, Resources, Emergency) services, including mental health and support groups in a culturally sensitive environment. Food Panty hours are Monday through Friday, 8 a.m. to 2:45 p.m.
South County Outreach	7 Whatney, Suite B, Irvine, CA 92618 949-380-8144 <i>sco-oc.org</i>	For Irvine through San Clemente residents only. Offers transitional housing, rental assistance, utility payments to help Orange County residents by preventing homelessness or utility shut-offs. Sponsors annual Holiday Adopt-a-Family program, operates a thrift shop and provides free computer training for people seeking employment opportunities.

Appendix D: Continued

Agency	Contact Information	Program Description
EMPLOYMENT		
Asian American Senior Citizens Service Center	850 N. Birch St. Santa Ana, CA 92701 714-560-8877 <i>aascsc.org</i>	Dedicated to increasing the awareness of the needs of Asian American elderly, assisting their access to essential health care and social services and promoting dignified living in the community.
Employment Development Department	1-866-333-4606 <i>edd.ca.gov</i>	Provides weekly unemployment insurance payments for workers who lose their job through no fault of their own. The program is funded by employers who pay taxes on wages paid to employees.
Orange County One-Stop Center	17891 Cartwright Road #100 Irvine, CA 92614 949-341-8000 oconestop.com	Offers job-seekers self-directed facility and tools to look for employment or career change opportunities. Job seekers are required to provide two original right-to-work documents (picture ID, CA driver's license, Social Security card). All customers need to complete an electronic intake process.
FINANCIAL / INSURANCE		
Consumer Credit Counseling Service of Orange County	1561 E. Orangethorpe Ave. Fullerton, CA 92831 1-800-550-1961 <i>cccsoc.org</i>	Consumer Credit Counseling Service is the nation's oldest and largest credit counseling organization. They offer debt counseling and debt repayment solutions to those needing help dealing with creditors and overwhelming debt.
Council on Aging – Health Insurance Counseling and Advocacy Program (HICAP)	2 Executive Circle Suite 175 Irvine, CA 92614 714-479-0107 <i>coasc.org</i>	Promotes adult empowerment, prevent abuse and advocate for the rights and dignity of those experiencing health and aging challenges. Services are free regardless of income. HICAP provides educational seminars, individual counseling and limited legal assistance with Medicare and related insurance coverage, as well as unbiased information and assistance with original Medicare, Health Maintenance Organizations, Medigap Plans, Medi-Cal, Consolidated Omnibus Budget Reconciliation Act (COBRA), employer health plans, long-term care insurance and military benefits.
Financial Abuse Specialist Team – Council on Aging	2 Executive Circle Suite 175 Irvine, CA 92614 714-479-0107 <i>Coaoc.org/services_fast_description.htm</i>	Provides educational awareness of financial elder abuse issues on a national and community level while providing recommendations to appropriate agencies for the investigation of financial abuse cases that are reviewed by our volunteer partnership consisting of multidisciplinary public and private professionals.
Medi-Cal	<i>medi-cal.ca.gov</i> 1-800-541-5555	Social Services Agency – locations in Santa Ana and Aliso Viejo for provision of Medi-Cal health services, pharmaceuticals and durable medical equipment.

Appendix D: Continued

Agency	Contact Information	Program Description
Seniors Against Investment Fraud (SAIF)	320 W. 4 th Street, Suite 750 Los Angeles, CA 90013 866-275-2677 <i>dbo.ca.gov</i>	SAIF is a statewide outreach campaign under the California Department of Corporations. The primary purpose is to alert and educate residents over the age of 50 about investment and telemarketing fraud crimes and how to avoid being victimized by scam artists.
FINANCIAL / INSURANCE (Continued)		
Social Service Agency, Orange County	168 Von Karman Avenue Suite 100 Irvine, CA 92606 714-541-4895 <i>ssa.ocgov.com</i>	Social assistance services offered by the County of Orange.
Social Security Administration	26051 Acero Road Mission Viejo, CA 92691 1-800-772-1213 <i>ssa.gov</i>	Application information and support for Social Security, Social Security Disability, Supplemental Security Income (SSI), Social Security Death Index related benefits.
FOOD RESOURCES / PREPARED MEALS		
Cal Fresh (formerly known as Food Stamp Program), Orange County	1-800-281-9799 <i>benefitscheckup.org</i>	Cal Fresh, formerly known as Food Stamps, adds to food budget to put healthy and nutritious food on the table. The program issues monthly electronic benefits that can be used to buy foods at many markets and food stores. Income eligibility.
City of Irvine Meals on Wheels (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6910 <i>irvineseniors.org</i>	Meals on Wheels is available on a donation basis (suggested donation of \$5 per day for three meals) for seniors living in Irvine age 60+ who cannot prepare or shop for meals themselves.
City of Irvine Rose Garden Café (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6910 <i>irvineseniors.org</i>	Suggested donation for onsite lunches are \$4 for adults 60 and older and \$5.25 for people under 60.
Orange County Food Bank	11870 Monarch Street Garden Grove, CA 92841 714-897-6670 ext. 3601 <i>ocfoodbank.com</i>	Eligible recipients must self-certify that household income is at or below 150% of federal poverty level.
Second Harvest	8014 Marine Way Irvine, CA 92618 949-854-1000	Must live within parish boundaries for this food distribution program.
Treasure Box (Orange County Church of Christ)	10 Goodyear Irvine, CA 92618 1-866-712-0925 <i>keyestohouse@gmail.com</i>	Low cost monthly food boxes provided through local faith-based, community organizations. \$32 per box can feed a senior citizen for nearly a month. Frozen foods include protein, produce, side dishes and desserts.
HEALTH / MEDICAL		
Alzheimer Association, Orange County Chapter	770 The City Drive South, Suite 7400 Orange, CA 92868 800-272-3900 949-426-8544 <i>alz.org/oc</i>	Education and awareness about Alzheimer's basics, diagnosis, treatments, stages and more.

Appendix D: Continued

Agency	Contact Information	Program Description
Braille Institute	527 N. Dale Avenue Anaheim, CA 92801 800-272-4553 brailleinstitute.org	Provides an environment of hope and encouragement for people who are blind/visually impaired through educational, social and recreational programs and limited transportation services.
HEALTH / MEDICAL (Continued)		
California Department of Public Health	916-558-1784 cdph.ca.gov	Services include birth, death and marriage certificates, health screening, testing, care and treatments, etc.
Caregiver Resource Center of Orange County	130 W. Bastanchury Road Fullerton, CA 92835 800-543-8312 714-446-5030 caregiveroc.org	Services include free family consultation, specialized referrals, respite assistance, educational services, legal workshops, support group services, multicultural services, Caregiver Advocacy Network and "Link 2 Care".
Caring Connections – Friendly Visitor Program Council on Aging	2 Executive Circle Suite 175 Irvine, CA 92614 714-479-0107 coaoc.org	Provides friendly visitors for isolated seniors and disabled adults in the community and care facilities.
Community Care Licensing	750 The City Drive, Suite 250 Orange, CA 92668 714-703-2800 cclcd.ca.gov	Provides oversight and enforcement for more than 85,000 licensed facilities statewide servicing elderly clients. Community Care Licensing accepts complaints and feedback regarding facilities and services.
Community Senior Serv, Inc.	1200 N. Knollwood Circle Anaheim, CA 92801 714-220-0224 communityseniorserv.com	Serves 22 cities in North Orange County, providing Meals on Wheels, senior lunch program, case management, Adult Day services and continuum of care.
Dayle McIntosh Center	24031 El Toro Road Laguna Hills, CA 92653 949-460-7784 714-621-3300 daylemc.org	Disability resources include advocacy, aging with vision loss, assistive technology, client assistance program, core independent living skills, deaf services, housing, information and referral, peer support, personal assistance registry, transition service, sign language interpreting, and vocational services.
In-Home Supportive Services, County of Orange Social Services Agency	1505 E. Warner Santa Ana, CA 92702 714-825-3000 Ssa.ocgov.com/elder/ihss	For individuals who are 65 or older, disabled, or blind, Medi-Cal eligible. Helps to pay for in-home services, such as personal care, house cleaning, shopping, cooking and laundry. Social Worker makes initial assessment to determine authorized services.
Institute for Brain Aging and Dementia, University of California, Irvine	1100 Gottschalk Medical Plaza Irvine, CA 92697 949-824-2382 alz.uci.edu	Provides diagnostic assessments for persons with memory loss and opportunities for clinical research participation.
Irvine Adult Day Health Services, Inc. (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-262-1123 irvineadhs.org	Provides social and health care services (physical, occupational and speech therapies); nursing supervision, health maintenance recreational activities, social services, meals, etc. in a secure environment for mild wanderers. Scholarship assistance, Medi-Cal, private pay, SCAN, or other insurance as available.

Appendix D: Continued

Agency	Contact Information	Program Description
Linkages Council on Aging	1971 E. 4 th Street, Suite 200 Santa Ana, CA 92705 714-479-0107 <i>coaoc.org</i>	Provides case management for disabled adults and functionally impaired and frail elderly. Case Managers perform a comprehensive in-home daily living needs assessment, monitor individual care plans and link clients to community services.

HEALTH / MEDICAL (Continued)

Long Term Care Ombudsman Council on Aging	1971 E. 4 th Street, Suite 200 Santa Ana, CA 92705 714-479-0107, 800-231-4024 <i>coaoc.org</i>	Protects the rights of older adults living in nursing and board and care homes living in Orange County.
Multipurpose Senior Service Program	505 City Parkway West Orange, CA 92868 714-246-8500 <i>caloptima.org</i>	Social and health care management for frail, homebound seniors on Medi-Cal.
National Parkinson's Foundation	One Hoag Drive Newport Beach, CA 92658 949-764-6998 <i>parkinson.org</i> <i>npaocc.org</i>	Provides education, awareness, care and support to individuals with Parkinson's Disease. Support groups, periodic seminars and a regular newsletter.
New Lung – Quit Smoking	1501 E Orangethorpe Ave Suite 120, Fullerton, CA 92831 866-639-5864 <i>newlung.org</i>	Free help to quit smoking tobacco. Help is offered through telephone counseling, classes, support groups and one-on-one counseling.
Orange County Medical Association – Physician Referral	5000 Campus Drive, Newport Beach CA 92660 949-398-8100 <i>ocma.org</i>	Physician referral line.
Senior Health Outreach Prevention Program, County of Orange	714-972-3700 <i>ochealthinfo.com/shop</i>	Community outreach and home visitation program for low-income, uninsured, underinsured or underserved adults. Persons age 45+ with unmet health care needs are eligible, priority given to frail older adults. Services provided by Public Health Nurses and Behavioral Health Older Adult Specialists. Services include health screenings, behavioral health assessment/evaluation, intervention, linkages, case management, consultation and education regarding health and aging.

HOUSING / UTILITIES

Adult Residential Care Facility – Community Care Licensing	750 The City Drive, Suite 250 Orange, CA 92868 714-703-2840 <i>Cdss.ca.gov</i>	Licensed by the state of California, Department of Social Services, Community Care and Licensing. Privately owned and not maintained or regulated by the County of Orange. These facilities provide care and supervision to adults (ages 18-50 years of age) who have a mental illness. Residents are given assistance and monitoring in taking medication, scheduling treatment appointments, transportation and performing daily living skills. Adult Mental Health Outpatient Services can assist individuals to locate vacancies and access residential care
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Appendix D: Continued

Agency	Contact Information	Program Description
California Alternative Rates for Energy/Family Electric Rate Assistance (CARE/FERA)	800-427-2200 socalgas.com/residential/assistance/care	homes. Provides discounts on the electric bill or gas bill. The utility company providing the discount will determine if the individual qualifies for CARE or FERA, whichever is the greater savings for the customer.
HOUSING / UTILITIES (Continued)		
California Lifeline Telephone Service (CLTS)	877-858-7463 californialifeline.com	CLTS is a discounted rate for local telephone service. Two plans are available: Unlimited local calls or limited amount of local calls. Any long distance, out of the area code, or additional phone features are additional charges.
California Telephone Access Program (CTAP)	2677 N. Main Street, Suite 130 Santa Ana, CA 92705 800-806-1191 ddtp.org	Provides adaptive telephone equipment and related services at no cost to California residents who have difficulty using a standard telephone because of temporary or permanent problems such as hearing, speaking, seeing, moving or remembering. To qualify, you must be a California resident with active telephone service and must have an application form signed by a licensed physician or audiologist.
Community Action Partnership of Orange County (CAPOC)	11870 Monarch Street Garden Grove, CA 92841 800-660-4232 capoc.org	Provides utility assistance and food bank services. CAPOC works to enhance the quality of life in Orange County by eliminating and preventing the causes and effects of poverty.
Energy Crisis Intervention Program (ECIP)	866-675-6623 csd.ca.gov	Assists clients who are in crisis of having their electric or gas service disconnected or has already been disconnected. Clients whose utilities are included in their rent DO NOT qualify for ECIP.
Fair Housing Council of Orange County	1516 Brook Hollow Drive, Suite A Santa Ana, CA 92705 800-698-3247, 714-569-0823 fairhousingoc.org	Provides landlord and tenant education, mediation services, certified housing and urban development counseling agency and investigation of discrimination complaints.
Home Energy Assistant Program (HEAP)	11870 Monarch Street Garden Grove, CA 92841 866-675-6623, 800-660-4232 csd.ca.gov	Assists clients who are in need of assistance paying their electric or gas bill. Clients determine which bill they need help with. Clients supply information that will be used to determine an established benefit amount which will appear as a credit on the client's bill. Assistance is once every 12 months.
Office on Aging Senior Apartment List	1300 S. Grand Avenue, Bldg. B Santa Ana, CA 92705 800-510-2020 officeonaging.ocgov.com	List prepared by County of Orange Office on Aging to help older adults, caregivers and persons with disabilities who are seeking low-income rentals in Orange County.
Orange County Housing Authority – Affordable Rental Housing List	1770 N. Broadway Santa Ana, CA 92706 714-480-2900 714-480-2700 rental info ochousing.org	Dedicated to financing affordable housing for those who are in need in Orange County. Provides affordable rental listing for Orange County (all ages). Administers rental assistance programs throughout Orange County, except the cities of Anaheim, Garden Grove and Santa Ana (these cities operate their own citywide rental assistance programs).
Rebuilding Together	625 S. Cypress Avenue	As the nation's largest volunteer home

Appendix D: Continued

Agency	Contact Information	Program Description
of Orange County	Santa Ana, CA 92701 714-667-8174 <i>rtsocal.org</i>	rehabilitation program, Rebuilding Together can make home modifications that include installing wheelchair ramps, railings, grab bars and bathing access equipment. All repairs and improvements are provided to recipients free of charge.

HOUSING / UTILITIES (Continued)

Weatherization Assistance Program (WAP)	866-675-6623 <i>csd.ca.gov</i>	Weatherization can be on a single family home, town home, condo, apartment building or mobile home. Authorization for repairs is required by the owner of the property or an authorized agent for the property. Weatherization services are available one time every ten years.
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LEGAL

California Department of Child Support Division	1055 N. Main Street Santa Ana, CA 92701 866-901-3212 <i>childsup.ca.gov</i>	Works with parents and guardians to ensure children and families receive court-ordered financial and medical support.
Community Service Programs, Inc. (Dispute Resolution Services and Victims Assistance Program)	1221 E. Dyer Road, Suite 120 Santa Ana, CA 92705 949-250-4058 <i>cspinc.org</i>	Mediation is a conflict resolution process in which a mediator guides disputants in finding an agreement that works. Dispute Resolution Service mediators are carefully selected and represent a cross-section of people, diverse in culture, profession and background.
Lamoreaux Justice Center	341 The City Drive Orange, CA 92868 657-622-6878 <i>occourts.org</i>	Handles juvenile, family law and probate/mental health matters. Also housed at this facility is a self-help, court resource bureau, family court services and the office of the family law facilitator.
Orange County Bar Association – Lawyer Referral Information Service (LRIS)	949-440-6747 <i>ocbar.org</i>	Prospective clients receive a free brief consultation to review the legal issue and discuss fees. Only callers in need of legal assistance and able to pay an attorney are referred to LRIS panel members. Callers unable to afford attorney fees are guided toward community pro bono services of attorneys in the national award-winning LRIS Modest Means Program. Legal clinics are staffed by volunteer attorneys who provide free legal information in domestic violence, guardianship, bankruptcy, immigration news for Orange County, and legal aid for seniors.
Orange County Human Relations (OCHR)	1801 E. Edinger Street. Suite 115 Santa Ana, CA 92705 714-480-6570 <i>ochumanrelations.org</i>	OCHR is a partnership between the county-funded Orange County Human Relations Commission and the non-profit Orange County Human Relations Council. It provides programs in partnership with schools, corporations, individuals, cities and foundations to support a vision where all people are valued, respected and included. It focuses on dispute resolution, community building, and school inter-group relations and violence prevention.

Appendix D: Continued

Agency	Contact Information	Program Description
Public Law Center	601 W. Civic Center Drive Santa Ana, CA 92701 714-541-1010 <i>publiclawcenter.org</i>	Provides justice for those who are most vulnerable to injustice through pro bono attorneys and their collaborative relationships with organizations to help make Orange County a better place to live for everyone.
LEGAL (Continued)		
Senior Citizens Legal Advocacy Program – Legal Aid Society of Orange County	2101 N. Tustin Avenue Santa Ana, CA 92705 800-834-5001, 714-571-5245 (Voicemail) <i>legal-aid.com/home/seniors</i>	Provides free civil legal services to low-income persons and seniors. Helps solve legal problems depending on the nature and complexity of the legal problem. Services include a hotline intake system, self-help clinics, workshops, online court forms and in-depth legal services ranging from preparation of legal documents to legal representation. Many services require eligibility guidelines to be met. The Seniors Program provides representation in the areas of government benefits, health, housing, consumer problems, elder abuse and other areas to the extent of Legal Aid's available resources, when a senior has a serious pressing need. Services do not include representation for criminal cases, class action lawsuits, drafting wills and trusts, or cases in which a senior wants to sue for money.
United States Citizenship and Immigration	34 Civic Center Plaza Santa Ana, CA 92701 800-375-5283 <i>uscis.gov</i>	Information and forms available for citizenship application, green card (permanent residence), working in the United States and related information.
Victim Compensation and Government Claims Board	P.O. Box 48 Sacramento, CA 95812-0048 800-777-9229 <i>vcgcb.ca.gov</i>	Domestic violence, child abuse, sexual and physical assault, homicide, robbery, drunk driving and vehicular manslaughter. Board helps resolve claims against State agencies and employees for money or damages.
MENTAL HEALTH / COUNSELING		
Adult Mental Health Services (AMHS)	3115 Redhill Avenue Costa Mesa, CA 92626 714-850-8463 <i>ochealthinfo.com</i>	Provides recovery mental health services and episodic treatment services. The specialized outpatient Evaluation and Treatment Service provides 24-hour crisis stabilization, hospital diversion and referral access to Allied Behavioral Care acute psychiatric inpatient services. Inpatient services include: acute psychiatric inpatient treatment program and program administration/case management of Medi-Cal Mental Health Managed Care Plan.

Appendix D: Continued

Agency	Contact Information	Program Description
Chicago School and Counseling in Irvine	4199 Campus Drive, Suite E Irvine, CA 92612 949-737-5460	Individual, couples, family and group therapy. Works with anxiety, anger management, bereavement, career issues, chronic psychiatric conditions, depression, child abuse, alcohol/drug abuse, eating disorders, family conflict, sexual orientation and identity issues, life transitions, low self-esteem, women's issues, men's issues, personal growth, relationships, sexual abuse, stress and trauma.
Centralized Assessment Team County of Orange	203 E. Ball Road, Suite 200 Anaheim, CA 92805 866-830-6011 <i>ochealthinfo.com/behavioral/cat</i>	Responds to psychiatric emergency calls throughout Orange County, 24 hours a day, 7 days a week; crisis mental health evaluation.
MENTAL HEALTH / COUNSELING (Continued)		
Diamond Counseling Center	4000 Birch Street, Suite 203 Newport Beach, CA 92660 949-466-5176 <i>diamondcounseling.com</i>	Individual, couples, family and child therapy; depression, anxiety, stress, anger, crisis with divorce, abuse, trauma, addiction, grief, acculturation, unemployment, illness, difficulties with relationships, parenting, blended families, self-esteem issues and work-related problems.
Family Assessment Counseling and Educational Services (FACES)	1651 E. 4th Street, Suite 128 Santa Ana, CA. 92701 714-447-9024 <i>facescal.org</i>	Provides grandparents support groups, parenting, anger management, teen anger management and co-operative parenting.
Health Psychology Associates	62 Discovery Suite #100, Irvine, CA 92618 949-551-4272 <i>ochpa.com</i>	Individual, family and group therapy, treating childhood, adolescents and adults, marital/couples therapy, women's health and personal growth, coping with chronic health conditions: diabetes, obesity, heart disease, health and wellness seminars to promote healthier lifestyles and happier relationships.
Jewish Federation and Family Services	1 Federation Way Irvine, CA 92603 949-435-3484 <i>jfsoc.org</i>	Services include free family consultation, specialized referrals, respite assistance, educational services, legal workshops, support group services and multicultural services.
Mariposa Women and Family Center	812 W. Town and Country Road Orange, CA 92868 714-547-6494 <i>mariposacenter.org</i>	Women's domestic violence groups, women's depression support groups, women's sexual assault survivor support group, women's focus groups, focus on women's anger, men's support group, loss of an adult child, grief, teen grief group, grieving separation and divorce.
Mental Health Association	3540 Howard Way, Suite 150 Costa Mesa, CA 92627 949-646-9227 <i>mhaoc.org</i>	Provides a variety of services: outpatient, Social Security Income outreach, clubhouse, homeless services back to work program, rep payee program. Community court full partnership and Project Together mentor program.
National Alliance for Mental Illness	1810 E. 17 th Street Santa Ana, CA 92705 714-544-8488 <i>nami.org</i>	Provides education to increase awareness of mental illness issues, offers acceptance treatment and teaches coping strategies for people with illness, their family members and health providers.

Appendix D: Continued

Agency	Contact Information	Program Description
Older Adult Services – County of Orange	1200 N. Main Street, Suite #200 Santa Ana, CA 92701 714-972-3700 <i>ochealthinfo.com</i>	Recovery program for mentally ill individuals 60+ on Medi-Medi or without medical insurance. Services provided at client's home or local community mental health clinic. Services include initial assessment, crisis intervention; recovery program for adults 60+ Medi-Medi or without insurance and Program for Assertive Treatment.
Older Adult Support and Intervention Services (OASIS) – County of Orange	714-972-3700 <i>ochealthinfo.com/mhsa/fsp</i>	Designed to assist homeless older adults with mental illness experience recovery and stability. Program offers outreach and engagement services, mental health, nursing assessment, evaluation, mental health services including behavioral therapy, medication management and peer counseling.

MENTAL HEALTH / COUNSELING (Continued)		
Pilgrimage Community Counseling Services, Inc.	23201 Mill Creek Road, Suite 220 Laguna Hills, CA 92653 949-460-5320 <i>pilgrimage-oc.org</i>	Counseling services provided for all ages.
Substance Abuse Resource Team (START) County of Orange	P.O. Box 355 Santa Ana, CA 92702 714-972-3700 <i>ochealthinfo.com/start</i>	Designed to assist older adults who are abusing alcohol or medications, and their family members, learn how to manage complex problems caused by substance abuse. Provides confidential consultation, home visits, one-to-one counseling, medication reviews, coordination with the client's doctor, referrals to community agencies and other resources. Information about partial hospitalization services and treatment programs.
Substance Abuse and Mental Health Services Administration	<i>Dasis3.samhsa.gov</i>	A website that aids in locating drug and alcohol abuse treatment programs nationwide.
MULTI-CULTURAL / SENIOR NON-PROFIT ORGANIZATIONS		
Access California Services	631 S. Brookhurst, Suite #107 Anaheim, CA 92804 714-917-0440, 800-287-1332 <i>accesscal.org</i>	Assistance with forms and applications, referrals, parenting classes, English as a Second Language classes, health education classes, immigration services, tax preparation, interpretation and translation services, employment services, family support services for domestic violence and child welfare programs. All services are provided in English, Arabic, Spanish, Armenian, Farsi, Urdu, Pashto, and French.
NEDA-Association of Iranian-American Seniors (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 <i>irvineseniors.org</i>	NEDA- Iranian Association is a non-profit, non-political, non-religious organization designed to promote interaction and friendship for Iranian elders in Irvine and its surrounding communities. It is open to persons age 55 and older. There is no membership fee to join. All NEDA meetings are held at the Lakeview Senior Center. Evening gatherings are designed to offer working seniors an opportunity to participate

Appendix D: Continued

Agency	Contact Information	Program Description
		and are held on the third Thursday of each month from 5-9 p.m. Daytime meetings are held each Thursday (except the third Thursday) from 2-6 p.m.
American Senior Citizens Service Center (AASCSC)	850 N. Birch Street Santa Ana, CA 92701 714-560-8877 <i>aascsc.org</i>	AASCSC is a non-profit organization that is dedicated to increasing the awareness of the needs of the Asian American elderly, assisting their access to essential health care and social services, and promoting dignified living in the community.
Friends of Outreach (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 <i>irvineseniors.org</i>	An all-volunteer Irvine non-profit organization providing socialization and fundraising support for senior outreach programs.

MULTI-CULTURAL / SENIOR NON-PROFIT ORGANIZATIONS (Continued)

Irvine Evergreen Chinese Senior Association (IECSA) (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 <i>irvineseniors.org</i>	A non-profit organization that serves the Chinese elderly population in the Irvine community by offering a broad spectrum of recreational, educational, and social activities designed to promote optimal health and successful aging on a monthly basis. Monthly meetings are held on the third Saturday of each month from 10 a.m-4:30 p.m.
Irvine Korean Evergreen Association(IKEA) (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 949-285-6545 (Contact Juneu Kim, IKEA Chair Person) <i>irvineseniors.org</i>	Irvine Korean Evergreen Association (IKEA) is a nonprofit organization providing opportunities for older Korean-Americans to continue their involvement in the community. They offer a variety of beginning level music and dance classes, as well as provide linkage to resources. IKEA has a minimal membership fee to help enrich the lives of seniors. All classes are taught in Korean.
Irvine Senior Travelers (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 888-882-8714 <i>irvineseniors.org</i>	Coordinates a variety of day and extended trips to meet the travel needs of seniors. Office hours provided at Lakeview Senior Center on Tuesdays and Thursdays 10 a.m. to 12 p.m.
Orange County Asian Pacific Islander Community Alliances (OCAPICA)	12912 Brookhurst Street, Suite 410 Garden Grove, CA 92840 714-636-9095 <i>ocapica.org</i>	Dedicated to enhancing the health, social and economic well-being of Asians and Pacific Islanders. Provides service, education, advocacy and research.
Persian Family Resource Center	17155 Newhope Street, Suite C Fountain Valley, CA 92708 714-805-9724 <i>facebook.com/persian-family-resource-center</i>	A non-profit organization working with the under-served minority communities of Southern California, to emphasize a successful transition to life in America. Services include immigration assistance, counseling, benefit and legal assistance.
OMID Multicultural Institute for Development	4199 Campus Drive, Suite #300 Irvine, CA 92612 949-502-4721 Ocmecca.org	A non-profit organization with the mission to provide mental health services, education, outreach, training and research to address the mental health needs of low-income families

Appendix D: Continued

Agency	Contact Information	Program Description
		across Orange County with a special focus on the Farsi speaking families.
SUPPORT GROUPS		
Al-Anon Orange County	12391 Lewis Street, Suite 102 Garden Grove, CA 92840 714-748-1113 orangecountyalananon.org	Provides support groups for family and friends of alcoholics.
Cancer Support Group in Mandarin (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 irvineseniors.org	Bi-monthly meetings are held on the third Saturday from 10 a.m. to noon. Sponsored by Asian American Senior Citizens Service Center. Call to confirm dates.
Caregiver Support Group (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 irvineseniors.org	Meetings are held on the second and fourth Wednesday of each month 3:30 p.m. to 5 p.m. Sponsored by Irvine Adult Day Health Services.
SUPPORT GROUPS (Continued)		
Diabetes Education and Support Group (Lakeview Senior Center)	20 Lake Road Irvine, CA 92604 949-724-6900 irvineseniors.org	For individuals with Type 1 or Type 2 diabetes. Meetings held on the fourth Thursday of each month from 1-2:30 p.m. Sponsored by Irvine Senior Services Outreach Program.
St. Andrew's Presbyterian Church – A Grief Support Ministry	600 St. Andrews Newport Beach, CA 92663 949-631-2880 sapres.org/support/grief	The goal of this ministry is to help individuals understand the dimensions of grief and to help with the goal of an intimate relationship with Jesus Christ and the Holy Spirit. A six-week support group is offered at various times throughout the year.
TRANSPORTATION		
AARP Driver Safety Course (Rancho Senior Center)	3 Ethel Coplen Way Irvine, CA 92612 949-724-6800 irvineseniors.org	Provides driver safety classes for adults age 55 and older.
Age Well Senior Services	24461 Ridge Rte. Drive, Laguna Hills, CA 92653 949-855-9766, 949-855-8033 agewellseniorservices.org	Provides senior non-emergency medical transportation for seniors age 60 and older, along with Adult Day Health Care, Alzheimer's Social Day Care, case management, home-delivered and congregate meals in south Orange County.
American Cancer Society – Orange County Chapter	1940 E. Deere Avenue, Suite 100 Santa Ana, CA 92705 949-477-0340 cancer.org	Provides no-cost transportation to chemotherapy and medical appointments. Advanced notice required.
iShuttle (Orange County Transportation Authority)	714636-7433, ext. 2 octa.net	Provides transportation services within the Irvine Business Complex, connecting Tustin Metrolink Station to major employers, residential communities, and amenities, including the Irvine Spectrum and John Wayne Airport.
TRIPS Program (City of Irvine)	6427 Oak Canyon Irvine, CA 92618 949-724-7433	Provides door-to-door accessible transportation to Irvine residents 18 and older with permanent disabilities and seniors 65 or older who can no

Appendix D: Continued

Agency	Contact Information	Program Description
	cityofirvine.org/cityhall/cs/trips	longer drive. Wheelchair accessible. Service is limited to Irvine and adjacent cities. \$25 initial (\$20 subsequent) annual registration fee plus \$1.90 per one-way ride to Irvine locations.
Department of Motor Vehicles	1330 E. First Street Santa Ana, CA 92701 800-777-0133 dmv.ca.gov	Provides identification cards, driver's license, vehicle registrations and renewals.
TRANSPORTATION (Continued)		
Silver Streak Senior Transportation (Jewish Federation and Family Services)	1 Federation Way, Suite 210 Irvine, CA 92603 949-435-3460 jfsoc.org	Upon availability, provides three types of transportation: 1. Group trips (for groups of 3-5); \$5 round trip anywhere in Orange County. 2. Taxi-Gelt costs are \$15 for 10 coupons. Participants must be 60 or older, must complete an application and be issued a Silver Streak Rider's card with an identification number. Participants must be unable to drive, must live in Orange County, and must travel inside Orange County. 24-hour advance notice required by calling 877-232-8294. 3. Volunteer driver rides: requires a \$20 purchase for a book of 10 volunteer coupons. Each coupon entitles a rider to a one-way ride, 12 miles or less.
Orange County Transit Authority ACCESS	550 S. Main Street Orange, CA 92863 714-560-6282, 877-628-2232 octa.net	Provides door-to-door and curb-to-curb service. Must apply. OCTA's shared ride services for physically and/or cognitively disabled adults who are unable to ride fixed route bus services. Applicants must meet the American with Disabilities Act eligibility criteria.
Orange County Transit Authority Bus Services	550 S. Main Street Orange, CA 92863 714-636-7433, ext. 2 octa.net	Provides fixed bus routes throughout Orange County.
Safe Mobility for Seniors (Center for Injury Prevention)	stopfalls.org	Facilitates a collaborative, public health systems approach that increases the number of California seniors who remain safely mobile in their communities and are able to successfully age in place.
Senior Non-Emergency Medical Transportation (Office on Aging)	1300 S. Grand Avenue, Bldg. B Santa Ana, CA 92705 800-510-2020 officeonaging.ocgov.com	Must be at least 60 or older, an Orange County resident, must not be an OCTA ACCESS client. Program is intended for non-emergency medical appointments.
Agency	Contact Information	Program Description
Senior Services Volunteer Transportation Program (Lakeview Senior Center)	Keen Center for Senior Resources 20 Lake Road Irvine, CA 92604 949-724-6926 irvineseniors.org	Provides no-charge transportation to and from medical appointments to individuals age 50 and older. Contributions to Friends of Outreach accepted. Advance notice is required and rides are limited to two times per month. Vehicles are not wheelchair accessible.

References

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- 2 California Department of Finance. (2017). Press Release: New State Population Report: California Grew by 335,000 Residents in 2016. Available online at: http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-1/documents/E-1_2017PressRelease.pdf
- 3 U.S. Census Bureau. Profile of General Population and Housing Characteristics: 2010. DP-1, 2010 Demographic Profile Data.
- 4 U.S. Census Bureau. 2012–16 American Community Survey 5-Year Estimates. DP05, ACS Demographic and Housing Estimates.
- 5 U.S. Census Bureau. 2012–16 American Community Survey 5-Year Estimates. S0102, Population 60 Years and Over in the United States.
- 6 U.S. Census Bureau. 2012–16 American Community Survey 5-Year Estimates. S0102, Population 60 Years and Over in the United States.
- 7 U.S. Census Bureau. 2012–16 American Community Survey 5-Year Estimates. S0102, Population 60 Years and Over in the United States.
- 8 U.S. Census Bureau. 2012–16 American Community Survey 5-Year Estimates. S0102, Population 60 Years and Over in the United States.
- 9 U.S. Census Bureau. 2012–16 American Community Survey 5-Year Estimates. S0102, Population 60 Years and Over in the United States.
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- 11 U.S. Census Bureau, Population Division (Release Date: June 2018). Annual Estimates of the Resident Population for Selected Age Groups by Sex for the United States, States, Counties and Puerto Rico Commonwealth and Municipios: April 1, 2010 to July 1, 2017.
- 12 Orange County Healthy Aging Initiative. (2016). Orange County Older Adult Profile, 2016. Available online at: <http://ochealthiertogether.org>
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- 14 U.S. Census Bureau. 2012–16 American Community Survey 5-Year Estimates. S0102, Population 60 Years and Over in the United States.
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- 16 U.S. Census Bureau. 2016 American Community Survey 1-Year Estimates. B25064, Renter-occupied housing units paying cash rent, median gross rent (dollars).
- 17 Centers for Disease Control and Prevention. (September 2016). Press Release: Falls are the Leading Cause of Injury and Death in Older Americans. Available online at: <https://www.cdc.gov/media/releases/2016/p0922-older-adult-falls.html>
- 18 Lipman, Barbara, Lubell, Jeffrey, and Salomon, Emily. Center for Housing Policy (2012). Housing an Aging Population: Are We Prepared? Available online at: <https://www.aarp.org/content/dam/aarp/livable-communities/learn/housing/housing-an-aging-population-are-we-prepared-2012-aarp.pdf>
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- 21 Bailey, Linda. (2004). Aging Americans: Stranded without Options. Surface Transportation Policy Project, Washington, D.C.
- 22 Rand Corporation. (2007). Press Release: Senior Drivers Less Likely than Youngest Drivers to Cause Accidents. Available online at: <https://www.rand.org/news/press/2007/07/18.html>



For information on programs and services for seniors,
contact Community Services, or visit ***irvineseniors.org***.

5.2

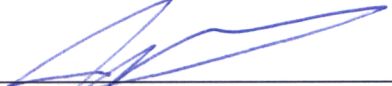


REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: FEBRUARY 12, 2019

TITLE: SCOPING SESSION FOR GENERAL PLAN AMENDMENT IN
WOODBIDGE VILLAGE (PLANNING AREA 15)


Director of Community Development


City Manager

RECOMMENDED ACTION

Receive staff report and provide input on subsequent analysis, and authorize staff to proceed with applications.

EXECUTIVE SUMMARY

TGS Management Company, LLC has filed a General Plan Amendment (GPA) application to transfer unused development intensity from the Neighborhood Commercial land use category to the Multi-Use General Plan land use category in the Village of Woodbridge, Planning Area 15 (PA 15) to allow for a 5,000 square foot office expansion. A GPA is required to decrease the Neighborhood Commercial category by 5,000 square feet, and, correspondingly, increase the Multi-Use category by 5,000 square feet. The transfer would not increase the overall square footage in the planning area.

TGS Management Company, LLC is a financial company that manages capital for investment funds. The project site, located near the northwest corner of East Yale Loop and Alton Parkway at 2 and 6 Witherspoon (Attachment 1), consists of 41,400 square feet of existing office, warehouse, and support uses on an approximately 2.72 acre campus. The site is located in the Multi-Use General Plan category, which supports the integration of a variety of land uses and intensities, including commercial, office, residential, and institutional uses.

City Council scoping sessions are required for all General Plan Amendment requests pursuant to City Council Resolution No. 87-108. The purpose of the scoping session is to provide the City Council with relevant information and the opportunity to give direction for subsequent analysis during the project review process. Staff is seeking authorization to proceed with the proposed amendment, which will be brought before the Planning Commission and City Council for consideration when the review is complete.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

History

On April 13, 2010, the Irvine City Council unanimously approved, with all Councilmembers present, General Plan Amendment 00482980-PGA and Zone Change 00484229-PZC to increase the development intensity limits in the Multi-Use land use category by 18,875 square feet to accommodate an expansion at the project site. Subsequently on June 3, 2010, the Irvine Planning Commission approved 3-2-0 (Commissioners Smith, Sparks, and Gaido for; and Neudorf and Sheldon absent) the associated Master Plan Modification, which included the 18,875-square-foot expansion.

Project Description

The applicant is now proposing to add 5,000 square feet of office uses to the campus for a total of 46,400 square feet. The existing campus consists of 41,400 square feet of office, warehouse, and support uses spanning three buildings. Based on the general plan land use category for the project site, there is no remaining development intensity within the Multi-Use category. The GPA seeks to transfer 5,000 square feet of remaining building intensity from the Neighborhood Commercial land use category to the Multi-Use General Plan category to allow for the proposed expansion. If the transfer request were to be granted, there would be approximately 61,000 square feet of remaining intensity in the Neighborhood Commercial land use category. The proposed transfer would not increase overall development intensity within Woodbridge.

The General Plan Amendment and Zone Change applications are required in order to update the statistical tables in both the General Plan and the Zoning Ordinance, as well as a Master Plan Modification application for the proposed project layout, architecture and landscaping. The expansion is proposed to be fully integrated into the existing campus and will not result in an increase to existing building heights. Based upon the submitted Master Plan modification, the existing building height for the site is and will remain at 43-feet, with an allowable 70-foot maximum building height permitted by the zoning ordinance.

Project access is provided via two gated driveways accessed from Witherspoon and East Yale Loop. Witherspoon is a two-lane cul-de-sac local street. No changes to site access will result as part of the expansion.

The following are the surrounding land uses to the subject site:

- North – San Diego Creek Trail and Woodbridge Self Storage beyond,
- East – East Yale Loop School and Alton Square retail center beyond,
- South – Checkered Flag Car Wash and Remax Realty, and
- West – Atria Woodbridge Senior Living.

Analysis

The issues listed below will be analyzed as a part of staff's evaluation of the General Plan Amendment request:

- *Land Use Compatibility*

Staff will assess the project's compatibility, including the transfer of intensity from the Neighborhood Commercial to the Multi-Use General Plan land use category, as it relates to existing land uses in the surrounding area. Staff will also ensure project consistency with General Plan objectives and policies, which include preserving and strengthening the City's identity; balancing land uses; and promoting economic development.

- *Aesthetics*

Staff will analyze the potential for any aesthetic impacts from this project. As part of the Master Plan application, staff will further review the proposed building elevations in relation to the 3.1 Multi-Use zoning district requirements and surrounding buildings.

- *Traffic*

A traffic study will be prepared for this project to determine whether the surrounding street system can accommodate the increased intensity.

Staff will ensure that these issues are considered as part of the evaluation of this application along with any other issues identified by the City Council.

Project Schedule

In addition to the GPA, a Zone Change, Master Plan modification, and an environmental evaluation will be processed concurrently. Staff anticipates the public hearings for the general plan amendment/entitlement process to commence in fall of 2019. This schedule is largely dependent upon the level of environmental documentation required and, therefore, could change.

Public Review

The City's review process will provide opportunity for public input. Staff will conduct outreach to the surrounding community and will disseminate information throughout the review of these applications utilizing early notification letters, a project page on City's website, email and letters to communicate regularly with interested and affected property owners, and homeowner's associations. The public will also be invited through public notices to attend and participate in a series of public hearings before the Transportation Commission, Planning Commission, and City Council.

Staff has received correspondence from the Woodbridge Village Association (WVA) (Attachment 2) Master Homeowner's Association, expressing support for the proposed project.

ENVIRONMENTAL REVIEW

The project is subject to California Environmental Quality Act (CEQA) review for which the City of Irvine serves as the "Lead Agency." At this time, final determination of the specific type of environmental documentation has not yet been made, however it is anticipated that a Negative Declaration will be prepared following the completion of an environmental Initial Study.

ALTERNATIVES CONSIDERED

The City Council could direct staff to not proceed with the subject General Plan Amendment to transfer 5,000 square feet of intensity into the Multi-Use land use category in PA 15. The City Council could also direct staff to evaluate an amendment involving a lesser amount of square footage.

FINANCIAL IMPACT

General Plan Policy A-5(h) requires the preparation of a fiscal analysis for all general plan amendment applications to evaluate the long-term fiscal impacts to the City. Consistent with this policy, a fiscal impact analysis will be prepared by the City's Budget Office and presented to decision-makers during the public hearing process.

REPORT PREPARED BY Stacy Tran, Senior Planner

ATTACHMENTS

1. Vicinity Map
2. Woodbridge Village Association Correspondence (October 8, 2018)

cc: Ginger Shulman, LPA, Inc. (gshulman@lpainc.com)

Fred Taylor, TGS (fredtaylor@gmail.com)
Kevin Chudy, Woodbridge Village Association (kevin@wva.org)
Stephen Higa, Principal Planner
File: 00716842-PGA



Project Addresses: 2 and 6 Witherspoon, Irvine, County of Orange, California
Assessor Parcel Numbers: 452-05-601 and 452-05-602



Woodbridge Village Association

31 Creek Road
Irvine, California 92604-4799

Main Office (949) 786-1800
Main Fax (949) 786-1212
www.wva.org

October 8, 2018

RECEIVED

OCT 11 2018

COMMUNITY DEVELOPMENT
CITY OF IRVINE

City of Irvine
Attn: Pete Carmichael, Director of Community Development
One Civic Center Plaza
Irvine, CA 92623-9575

Subject: TGS Management, Inc. Proposed General Plan Amendment and Zone Change Applications

Dear Mr. Carmichael:

The Woodbridge Village Association (WVA) Board of Directors (Board) recently reviewed a preliminary proposal for the addition of approximately 5,000 square feet to the existing TGS Management, Inc. site at 2 and 6 Witherspoon in Planning Area 15 (Woodbridge). Our understanding is that the proposal includes a request for a General Plan Amendment and Zone Change, as the property owner/applicant intends to propose the transfer of 5,000 square feet of intensity in Planning Area 15 from 4.1 to 3.1 Multi-Use. The WVA was contacted by the applicant, who has shared photo simulations and preliminary plans for this proposed project.

After review of these photo simulations and plans and discussions with the owner/applicant, the Board has authorized me to convey to the City that the Board believes that this project, as currently contemplated, would have minimal impact on the community. The Board looks forward to reviewing detailed plans for this project when available.

Please don't hesitate to contact me if I can provide any further information at this time.

Sincerely,
ON BEHALF OF THE BOARD OF DIRECTORS,

Kevin K. Chudy, CCAM, PCAM, MCM
Executive Director/Secretary
Woodbridge Village Association

KC/jdm

ATTACHMENT 2

5.3



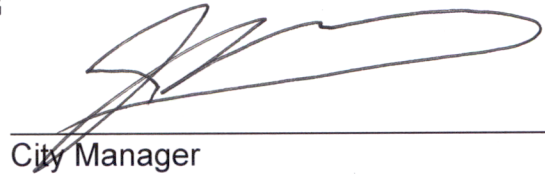
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: February 12, 2019

TITLE: CONSIDER A REQUEST FROM COUNCILMEMBER FOX FOR FURTHER TRANSPARENCY BY NON-PROFIT ENTITIES THAT RECEIVE CITY FUNDING



Deputy City Manager



City Manager

RECOMMENDED ACTION

Consider a request by Councilmember Fox regarding the application of the City's Sunshine Ordinance to non-profit entities that receive a minimum of \$500,000 per fiscal year from the City.

EXECUTIVE SUMMARY

On November 19, 2018, Councilmember Melissa Fox submitted a memo requesting consideration to apply Irvine's Sunshine Ordinance to non-profit entities in the community that receive a minimum of \$500,000 per fiscal year from the City (Attachment 1). The City Council adopted Ordinance 18-10 on November 13, 2018, known as the Sunshine Ordinance, requiring meeting posting and agenda material availability for City Council and Commissions 12 days in advance of a regular meeting.

Five non-profit charitable organizations receive over \$500,000 per fiscal year from the City. These non-profits include the Irvine Community Land Trust, Greater Irvine Chamber of Commerce, Irvine Ranch Conservancy, Irvine Public Schools Foundation, and the Irvine Barclay Theatre. The City has established relationships with each, typically requiring an annual program report, financial report, or allowing financial review, ensuring accountability. These reports will be added to the City's Transparency portal.

Independent of Councilmember Fox's request, City staff has already implemented a program for all non-profit charities and community organizations that receive a minimum of \$100,000 in City funding in a fiscal year to report annually to the City Council, in a public meeting. These non-profit public presentations will include the amount of City funds received annually, how it was used, and what has been achieved. The first presentation was on January 22, 2019, delivered by the Greater Irvine Chamber of Commerce.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not Applicable.

ANALYSIS

The City of Irvine supports non-profits and community organizations that provide programs and services to the community. Ten organizations receive a minimum of \$100,000 in City funding each year. These non-profits provide annual reports to the City describing the use of funds, provide copies of their annual financial report, and/or allow for City review of financial records, as required by agreement or memorandum of understanding.

The City has long-standing relationships with these non-profit organizations and works closely with them, including City representation on several boards or advisory committees. To further enhance transparency and share the benefits to the community, the program and financial reports received from our non-profit partners will be added to the Transparency portal on the City's website.

Community Partner Presentations - Annual City Funds Allocated in FY 2018-19

Beginning in January 2019, these organizations will make annual presentations to the City Council and community to enhance transparency. These public presentations will include information on the amount of City funding received, how it was used, and major accomplishments.

The first presentation by the Greater Irvine Chamber of Commerce occurred January 22, 2019. Additional presentations throughout the year are listed below. The presentations will be available on the Transparency portal on the City's website, along with any other financial or operational reports delivered by these non-profits to the City.

1. Irvine Community Land Trust (\$5.2 million)
2. Greater Irvine Chamber of Commerce (Hotel Improvement District Assessment: \$3 million)
3. Irvine Unified School District (\$1.9 million)
4. Irvine Ranch Conservancy (\$1.6 million)
5. Irvine Public Schools Foundation (\$1.3 million)
6. Irvine Barclay Theatre (\$1.3 million)
7. Tustin Unified School District (\$415,000)
8. Irvine Adult Day Health (\$120,000)
9. Irvine Valley College/Irvine Valley College Foundation (\$100,000)
10. Legal Aid Society (\$100,000)
11. University of California, Irvine (Collaboration/key community member)

Sunshine Ordinance

The City Council adopted Ordinance 18-10 on November 13, 2018, known as the Sunshine Ordinance, requiring meeting posting and agenda material availability for City Council and Commissions 12 days in advance of a regular meeting. As a governmental agency, the City is already required to meet the open meeting requirements of the Brown

Act and has staff and administrative procedures in place. Applying the Sunshine Ordinance to non-profit charitable organizations could have impacts such as administrative/staff time and costs, publishing, and room rental and logistics.

ALTERNATIVES CONSIDERED

Not applicable.

FINANCIAL IMPACT

Requiring non-profits to follow the Sunshine Ordinance open meeting provisions would require additional staff time to monitor compliance. For reference, the City allocated approximately \$15 million in FY 2018-19 for the above non-profit charities and community organizations.

Report prepared by: Michelle Grettenberg, Deputy City Manager

Attachment:

1. November 18, 2018 Memo from Councilmember Fox

RECEIVED

NOV 19 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: John Russo, City Manager
From: Melissa Fox, City Councilmember *MGF*
Date: November 19, 2018
Re: **Proposal for Sunshine Ordinance Applied to Non-profit Entities**

The City of Irvine has recently adopted a Sunshine Ordinance in order to increase transparency and public participation in City business.

At the regular meeting of the Irvine City Council on November 13, 2018, it was suggested that the City's Sunshine Ordinance be applied to non-profit agencies that receive funding through the City of Irvine. Irvine resident, Susan Sayre, recommended that the City adopt a similar ordinance to what has been adopted by the City of San Francisco. The City of San Francisco has adopted a Non-Profit Access Ordinance, which requires non-profits that receive at least \$250,000 per year abide by the city's Sunshine Ordinance.

I completely support the City's Sunshine Ordinance and would like to see the Ordinance applied to non-profit entities that receive funding from the City. I am requesting at the January 8, 2019 City Council meeting a presentation from City Staff followed by discussion and direction from the City Council, regarding the application of the City's Sunshine Ordinance to non-profit entities in the community that receive funding from the City at a minimum of \$500,000 per fiscal year.

cc: City Council
City Attorney

ATTACHMENT 1

5.4

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE
2019 JAN 24 PM 4:38

RECEIVED
JAN 24 2019
CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: John A. Russo, City Manager
From: Anthony Kuo, Councilmember 
Date: January 24, 2019
Re: Reducing Crime and Keeping California Safe Act / California

Due to recent changes in California law, certain crimes are no longer legally considered "violent" crimes. These include, but are not limited to:

- Sex trafficking of children
- Assault by a caregiver on a child under age 8 that could result in death or coma
- False imprisonment / taking a hostage when avoiding arrest or to use as a shield
- Rape of an unconscious person
- Felony assault with a deadly weapon
- Battery on a police officer or firefighter
- Felony domestic violence

Consequently, those convicted of these "nonviolent" offenses are eligible for early release from prison, and many believe this is an important cause of California's significant increase in crime. The "Reducing Crime and Keeping California Safe Act," will reestablish these offenses as violent crimes and will restore the DNA collection from those convicted of these crimes.

Public safety is paramount to me in my role as a City Councilmember, just as it is for residents in all corners of Irvine. I would like to request that our City Council endorse the passage of California Initiative 17-0044, the "Reducing Crime and Keeping California Safe Act," as many other cities have done, and that consideration of this issue be placed on our agenda for February 12, 2019.

c: Mayor and City Council
City Attorney
City Clerk
Chief of Police

SAMPLE RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____ SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018.

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of _____ hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

Date: 11/14/2017

RECEIVED

NOV 28 2017

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative No. 17-0044 - Amendment # 1

Dear Initiative Coordinator:

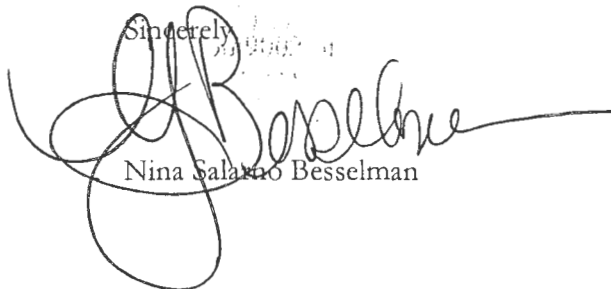
Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment # 1 to Initiative No. 17-0044. The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

For purposes of inquiries from the public and the media, please direct them as follows:

Charles H. Bell, Jr.
455 Capitol Mall, Suite 600
Sacramento, CA 95814
cbell@bmhlaw.com
(916) 442-7757

Thank you for your time and attention processing my request.

Sincerely,

Nina Salarno Besselman

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO VOTERS

SEC. 1. TITLE

This act shall be known and may be cited as the Reducing Crime and Keeping California Safe Act of 2018.

SEC. 2. PURPOSES

This measure will fix three related problems created by recent laws that have threatened the public safety of Californians and their children from violent criminals. This measure will:

- A. Reform the parole system so violent felons are not released early from prison, strengthen oversight of post release community supervision and tighten penalties for violations of terms of post release community supervision;
- B. Reform theft laws to restore accountability for serial thieves and organized theft rings; and
- C. Expand DNA collection from persons convicted of drug, theft and domestic violence related crimes to help solve violent crimes and exonerate the innocent.

SEC. 3. FINDINGS AND DECLARATIONS

A. Prevent Early Release of Violent Felons

1. Protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison.
2. Since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI.
3. Recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "non-violent offenders."
4. As a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge.
5. Violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer.
6. Californians need better protection from such violent criminals.
7. Californians need better protection from felons who repeatedly violate the terms of their post release community supervision.
8. This measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations.
9. Californians need better protection from such violent criminals. This measure reforms the law to define such crimes as "violent felonies" for purposes of early release.

10. Nothing in this act is intended to create additional “strike” offenses which would increase the state prison population.

11. Nothing in this act is intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits.

B. Restore Accountability for Serial Theft and Organized Theft Rings

1. Recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal.

2. As a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years.

3. Individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges’ ability to order individuals convicted of repeated theft crimes into effective drug treatment programs.

4. California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms.

C. Restore DNA Collection to Solve Violent Crime

1. Collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals.

2. DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape-murder of an 83-year-old woman.

3. Recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses.

4. Permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted.

5. This measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

SEC. 4. PAROLE CONSIDERATION

Section 3003 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Except as otherwise provided in this section, an inmate who is released on parole or postrelease supervision as provided by Title 2.05 (commencing with Section 3450) shall be returned to the county that was the last legal residence of the inmate prior to his or her incarceration. For purposes of this subdivision, “last legal residence” shall not be construed to mean the county wherein the inmate committed an offense while confined in a state prison or local jail facility or while confined for treatment in a state hospital.

(b) Notwithstanding subdivision (a), an inmate may be returned to another county if that would be in the best interests of the public. If the Board of Parole Hearings setting the conditions of

parole for inmates sentenced pursuant to subdivision (b) of Section 1168, as determined by the parole consideration panel, or the Department of Corrections and Rehabilitation setting the conditions of parole for inmates sentenced pursuant to Section 1170, decides on a return to another county, it shall place its reasons in writing in the parolee's permanent record and include these reasons in the notice to the sheriff or chief of police pursuant to Section 3058.6. In making its decision, the paroling authority shall consider, among others, the following factors, giving the greatest weight to the protection of the victim and the safety of the community:

(1) The need to protect the life or safety of a victim, the parolee, a witness, or any other person.
 (2) Public concern that would reduce the chance that the inmate's parole would be successfully completed.

(3) The verified existence of a work offer, or an educational or vocational training program.

(4) The existence of family in another county with whom the inmate has maintained strong ties and whose support would increase the chance that the inmate's parole would be successfully completed.

(5) The lack of necessary outpatient treatment programs for parolees receiving treatment pursuant to Section 2960.

(c) The Department of Corrections and Rehabilitation, in determining an out-of-county commitment, shall give priority to the safety of the community and any witnesses and victims.

(d) In making its decision about an inmate who participated in a joint venture program pursuant to Article 1.5 (commencing with Section 2717.1) of Chapter 5, the paroling authority shall give serious consideration to releasing him or her to the county where the joint venture program employer is located if that employer states to the paroling authority that he or she intends to employ the inmate upon release.

(e)(1) The following information, if available, shall be released by the Department of Corrections and Rehabilitation to local law enforcement agencies regarding a paroled inmate or inmate placed on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) who is released in their jurisdictions:

(A) Last, first, and middle names.

(B) Birth date.

(C) Sex, race, height, weight, and hair and eye color.

(D) Date of parole or placement on postrelease community supervision and discharge.

(E) Registration status, if the inmate is required to register as a result of a controlled substance, sex, or arson offense.

(F) California Criminal Information Number, FBI number, social security number, and driver's license number.

(G) County of commitment.

(H) A description of scars, marks, and tattoos on the inmate.

(I) Offense or offenses for which the inmate was convicted that resulted in parole or postrelease community supervision in this instance.

(J) Address, including all of the following information:

(i) Street name and number. Post office box numbers are not acceptable for purposes of this subparagraph.

(ii) City and ZIP Code.

(iii) Date that the address provided pursuant to this subparagraph was proposed to be effective.

(K) Contact officer and unit, including all of the following information:

(i) Name and telephone number of each contact officer.

(ii) Contact unit type of each contact officer such as units responsible for parole, registration, or county probation.

(L) A digitized image of the photograph and at least a single digit fingerprint of the parolee.

(M) A geographic coordinate for the inmate's residence location for use with a Geographical Information System (GIS) or comparable computer program.

(N) Copies of the record of supervision during any prior period of parole.

(2) Unless the information is unavailable, the Department of Corrections and Rehabilitation shall electronically transmit to the county agency identified in subdivision (a) of Section 3451 the inmate's tuberculosis status, specific medical, mental health, and outpatient clinic needs, and any medical concerns or disabilities for the county to consider as the offender transitions onto postrelease community supervision pursuant to Section 3450, for the purpose of identifying the medical and mental health needs of the individual. All transmissions to the county agency shall be in compliance with applicable provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), the federal Health Information Technology for Clinical Health Act (HITECH) (Public Law 111-005), and the implementing of privacy and security regulations in Parts 160 and 164 of Title 45 of the Code of Federal Regulations. This paragraph shall not take effect until the Secretary of the United States Department of Health and Human Services, or his or her designee, determines that this provision is not preempted by HIPAA.

(3) Except for the information required by paragraph (2), the information required by this subdivision shall come from the statewide parolee database. The information obtained from each source shall be based on the same timeframe.

(4) All of the information required by this subdivision shall be provided utilizing a computer-to-computer transfer in a format usable by a desktop computer system. The transfer of this information shall be continually available to local law enforcement agencies upon request.

(5) The unauthorized release or receipt of the information described in this subdivision is a violation of Section 11143.

~~(f) Notwithstanding any other law, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or a witness to, a violent felony as defined in paragraphs (1) to (7), inclusive, and paragraph (16) of subdivision (c) of Section 667.5 or a felony in which the defendant inflicts great bodily injury on a person other than an accomplice that has been charged and proved as provided for in Section 12022.53, 12022.7, or 12022.9, if the victim or witness has requested additional distance in the placement of the inmate on parole, and if the Board of Parole Hearings or the Department of Corrections and Rehabilitation finds that there is a need to protect the life, safety, or well-being of a victim or witness.~~ the victim or witness, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or a witness to, any of the following crimes:

(1) A violent felony as defined subdivision (c) of Section 667.5 or subdivision (a) of Section 3040.1.

(2) A felony in which the defendant inflicts great bodily injury on a person, other than an accomplice, that has been charged and proved as provided for in Section 12022.53, 12022.7, or 12022.9.

(g) Notwithstanding any other law, an inmate who is released on parole for a violation of Section 288 or 288.5 whom the Department of Corrections and Rehabilitation determines poses a high risk to the public shall not be placed or reside, for the duration of his or her parole, within one-

half mile of a public or private school including any or all of kindergarten and grades 1 to 12, inclusive.

(h) Notwithstanding any other law, an inmate who is released on parole or postrelease community supervision for a stalking offense shall not be returned to a location within 35 miles of the victim's or witness' actual residence or place of employment if the victim or witness has requested additional distance in the placement of the inmate on parole or postrelease community supervision, and if the Board of Parole Hearings or the Department of Corrections and Rehabilitation, or the supervising county agency, as applicable, finds that there is a need to protect the life, safety, or well-being of the victim. If an inmate who is released on postrelease community supervision cannot be placed in his or her county of last legal residence in compliance with this subdivision, the supervising county agency may transfer the inmate to another county upon approval of the receiving county.

(i) The authority shall give consideration to the equitable distribution of parolees and the proportion of out-of-county commitments from a county compared to the number of commitments from that county when making parole decisions.

(j) An inmate may be paroled to another state pursuant to any other law. The Department of Corrections and Rehabilitation shall coordinate with local entities regarding the placement of inmates placed out of state on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450).

(k)(1) Except as provided in paragraph (2), the Department of Corrections and Rehabilitation shall be the agency primarily responsible for, and shall have control over, the program, resources, and staff implementing the Law Enforcement Automated Data System (LEADS) in conformance with subdivision (e). County agencies supervising inmates released to postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) shall provide any information requested by the department to ensure the availability of accurate information regarding inmates released from state prison. This information may include all records of supervision, the issuance of warrants, revocations, or the termination of postrelease community supervision. On or before August 1, 2011, county agencies designated to supervise inmates released to postrelease community supervision shall notify the department that the county agencies have been designated as the local entity responsible for providing that supervision.

(2) Notwithstanding paragraph (1), the Department of Justice shall be the agency primarily responsible for the proper release of information under LEADS that relates to fingerprint cards.

(l) In addition to the requirements under subdivision (k), the Department of Corrections and Rehabilitation shall submit to the Department of Justice data to be included in the supervised release file of the California Law Enforcement Telecommunications System (CLETS) so that law enforcement can be advised through CLETS of all persons on postrelease community supervision and the county agency designated to provide supervision. The data required by this subdivision shall be provided via electronic transfer.

Section 3040.1 is added to the Penal Code to read:

(a) For purposes of early release or parole consideration under the authority of Section 32 of Article I of the Constitution, Sections 12838.4 and 12838.5 of the Government Code, Sections 3000.1, 3041.5, 3041.7, 3052, 5000, 5054, 5055, 5076.2 of this Code and the rulemaking authority granted by Section 5058 of this Code, the following shall be defined as "violent felony offenses":

(1) Murder or voluntary manslaughter;

- (2) Mayhem;
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262;
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286;
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a;
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288;
- (7) Any felony punishable by death or imprisonment in the state prison for life;
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55;
- (9) Any robbery;
- (10) Arson, in violation of subdivision (a) or (b) of Section 451;
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289;
- (12) Attempted murder;
- (13) A violation of Section 18745, 18750, or 18755;
- (14) Kidnapping;
- (15) Assault with the intent to commit a specified felony, in violation of Section 220;
- (16) Continuous sexual abuse of a child, in violation of Section 288.5;
- (17) Carjacking, as defined in subdivision (a) of Section 215;
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1;
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22;
- (20) Threats to victims or witnesses, as defined in subdivision (c) of Section 136.1;
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary;
- (22) Any violation of Section 12022.53;
- (23) A violation of subdivision (b) or (c) of Section 11418;
- (24) Solicitation to commit murder;
- (25) Felony assault with a firearm in violation of subsections (a)(2) and (b) of Section 245;
- (26) Felony assault with a deadly weapon in violation of paragraph (1) of subdivision (a) of Section 245;
- (27) Felony assault with a deadly weapon upon the person of a peace officer or firefighter in violation of subdivisions (c) and (d) of Section 245;
- (28) Felony assault by means of force likely to produce great bodily injury in violation of paragraph (4) of subdivision (a) of Section 245;
- (29) Assault with caustic chemicals in violation of Section 244;
- (30) False imprisonment in violation of Section 210.5;
- (31) Felony discharging a firearm in violation of Section 246;
- (32) Discharge of a firearm from a motor vehicle in violation of subsection (c) of Section 26100;
- (33) Felony domestic violence resulting in a traumatic condition in violation of Section 273.5;
- (34) Felony use of force or threats against a witness or victim of a crime in violation of Section 140;

- (35) Felony resisting a peace officer and causing death or serious injury in violation of Section 148.10;
- (36) A felony hate crime punishable pursuant to Section 422.7;
- (37) Felony elder or dependent adult abuse in violation of subdivision (b) of Section 368;
- (38) Rape in violation of paragraphs (1), (3), or (4) of subdivision (a) of Section 261;
- (39) Rape in violation of Section 262;
- (40) Sexual penetration in violation of subdivision (b), (d) or (e) of Section 289;
- (41) Sodomy in violation of subdivision (f), (g), or (i) of Section 286;
- (42) Oral copulation in violation of subdivision (f), (g), or (i) of Section 288a;
- (43) Abduction of a minor for purposes of prostitution in violation of Section 267;
- (44) Human trafficking in violation of subdivision (a), (b), or (c) of Section 236.1;
- (45) Child abuse in violation of Section 273ab;
- (46) Possessing, exploding, or igniting a destructive device in violation of Section 18740;
- (47) Two or more violations of subsection (c) of Section 451;
- (48) Any attempt to commit an offense described in this subdivision;
- (49) Any felony in which it is pled and proven that the Defendant personally used a dangerous or deadly weapon;
- (50) Any offense resulting in lifetime sex offender registration pursuant to Sections 290 through 290.009.
- (51) Any conspiracy to commit an offense described in this Section.
- (b) The provisions of this section shall apply to any inmate serving a custodial prison sentence on or after the effective date of this section, regardless of when the sentence was imposed.

Section 3040.2 is added to the Penal Code to read:

- (a) Upon conducting a nonviolent offender parole consideration review, the hearing officer for the Board of Parole Hearings shall consider all relevant, reliable information about the inmate.
- (b) The standard of review shall be whether the inmate will pose an unreasonable risk of creating victims as a result of felonious conduct if released from prison.
- (c) In reaching this determination, the hearing officer shall consider the following factors:
 - (1) Circumstances surrounding the current conviction;
 - (2) The inmate's criminal history, including involvement in other criminal conduct, both juvenile and adult, which is reliably documented;
 - (3) The inmate's institutional behavior including both rehabilitative programming and institutional misconduct;
 - (4) Any input from the inmate, any victim, whether registered or not at the time of the referral, and the prosecuting agency or agencies;
 - (5) The inmate's past and present mental condition as documented in records in the possession of the Department of Corrections and Rehabilitation;
 - (6) The inmate's past and present attitude about the crime;
 - (7) Any other information which bears on the inmate's suitability for release.
- (d) The following circumstances shall be considered by the hearing officer in determining whether the inmate is unsuitable for release:
 - (1) Multiple victims involved in the current commitment offense;
 - (2) A victim was particularly vulnerable due to age or physical or mental condition;
 - (3) The inmate took advantage of a position of trust in the commission of the crime;

- (4) The inmate was armed with or used a firearm or other deadly weapon in the commission of the crime;
- (5) A victim suffered great bodily injury during the commission of the crime;
- (6) The inmate committed the crime in association with a criminal street gang;
- (7) The inmate occupied a position of leadership or dominance over other participants in the commission of the crime, or the inmate induced others to participate in the commission of the crime;
- (8) During the commission of the crime, the inmate had a clear opportunity to cease but instead continued;
- (9) The inmate has engaged in other reliably documented criminal conduct which was an integral part of the crime for which the inmate is currently committed to prison;
- (10) The manner in which the crime was committed created a potential for serious injury to persons other than the victim of the crime;
- (11) The inmate was on probation, parole, post release community supervision, mandatory supervision or was in custody or had escaped from custody at the time of the commitment offense;
- (12) The inmate was on any form of pre- or post-conviction release at the time of the commitment offense;
- (13) The inmate's prior history of violence, whether as a juvenile or adult;
- (14) The inmate has engaged in misconduct in prison or jail;
- (15) The inmate is incarcerated for multiple cases from the same or different counties or jurisdictions.
- (e) The following circumstances shall be considered by the hearing officer in determining whether the inmate is suitable for release:
 - (1) The inmate does not have a juvenile record of assaulting others or committing crimes with a potential of harm to victims;
 - (2) The inmate lacks any history of violent crime;
 - (3) The inmate has demonstrated remorse;
 - (4) The inmate's present age reduces the risk of recidivism;
 - (5) The inmate has made realistic plans if released or has developed marketable skills that can be put to use upon release;
 - (6) The inmate's institutional activities demonstrate an enhanced ability to function within the law upon release;
 - (7) The inmate participated in the crime under partially excusable circumstances which do not amount to a legal defense;
 - (8) The inmate had no apparent predisposition to commit the crime but was induced by others to participate in its commission;
 - (9) The inmate has a minimal or no criminal history;
 - (10) The inmate was a passive participant or played a minor role in the commission of the crime;
 - (11) The crime was committed during or due to an unusual situation unlikely to reoccur.

Section 3040.3 is added to the Penal Code to read:

- (a) An inmate whose current commitment includes a concurrent, consecutive or stayed sentence for an offense or allegation defined as violent by subdivision (c) of Section 667.5 or 3040.1 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(b) An inmate whose current commitment includes an indeterminate sentence shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(c) An inmate whose current commitment includes any enhancement which makes the underlying offense violent pursuant to subdivision (c) of Section 667.5 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(d) For purposes of Section 32 of Article I of the Constitution, the “full term” of the “primary offense” shall be calculated based only on actual days served on the commitment offense.

Section 3040.4 is added to the Penal Code to read:

Pursuant to subsection (b) of Section 28 of Article I of the Constitution, the Department shall give reasonable notice to victims of crime prior to an inmate being reviewed for early parole and release. The Department shall provide victims with the right to be heard regarding early parole consideration and to participate in the review process. The Department shall consider the safety of the victims, the victims’ family, and the general public when making a determination on early release.

(a) Prior to conducting a review for early parole, the Department shall provide notice to the prosecuting agency or agencies and to registered victims, and shall make reasonable efforts to locate and notify victims who are not registered.

(b) The prosecuting agency shall have the right to review all information available to the hearing officer including, but not limited to the inmate’s central file, documented adult and juvenile criminal history, institutional behavior including both rehabilitative programming and institutional misconduct, any input from any person or organization advocating on behalf of the inmate, and any information submitted by the public.

(c) A victim shall have a right to submit a statement for purposes of early parole consideration, including a confidential statement.

(d) All prosecuting agencies, any involved law enforcement agency, and all victims, whether or not registered, shall have the right to respond to the board in writing.

(e) Responses to the Board by prosecuting agencies, law enforcement agencies, and victims must be made within 90 days of the date of notification of the inmate’s eligibility for early parole review or consideration.

(f) The Board shall notify the prosecuting agencies, law enforcement agencies, and the victims of the Nonviolent Offender Parole decision within 10 days of the decision being made.

(g) Within 30 days of the notice of the final decision concerning Nonviolent Offender Parole Consideration, the inmate and the prosecuting agencies may request review of the decision.

(h) If an inmate is denied early release under the Nonviolent Offender Parole provisions of Section 32 of Article I of the Constitution, the inmate shall not be eligible for early Nonviolent Offender parole consideration for two (2) calendar years from the date of the final decision of the previous denial.

Section 3041 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a)(1) In the case of any inmate sentenced pursuant to any law, other than Chapter 4.5 (commencing with Section 1170) of Title 7 of Part 2, the Board of Parole Hearings shall meet with each inmate during the sixth year before the inmate’s minimum eligible parole date for the purposes of reviewing and documenting the inmate’s activities and conduct pertinent to parole

eligibility. During this consultation, the board shall provide the inmate information about the parole hearing process, legal factors relevant to his or her suitability or unsuitability for parole, and individualized recommendations for the inmate regarding his or her work assignments, rehabilitative programs, and institutional behavior. Within 30 days following the consultation, the board shall issue its positive and negative findings and recommendations to the inmate in writing.

(2) One year before the inmate's minimum eligible parole date a panel of two or more commissioners or deputy commissioners shall again meet with the inmate and shall normally grant parole as provided in Section 3041.5. No more than one member of the panel shall be a deputy commissioner.

(3) In the event of a tie vote, the matter shall be referred for an en banc review of the record that was before the panel that rendered the tie vote. Upon en banc review, the board shall vote to either grant or deny parole and render a statement of decision. The en banc review shall be conducted pursuant to subdivision (e).

(4) Upon a grant of parole, the inmate shall be released subject to all applicable review periods. However, an inmate shall not be released before reaching his or her minimum eligible parole date as set pursuant to Section 3046 unless the inmate is eligible for earlier release pursuant to his or her youth offender parole eligibility date or elderly parole eligibility date.

(5) At least one commissioner of the panel shall have been present at the last preceding meeting, unless it is not feasible to do so or where the last preceding meeting was the initial meeting. Any person on the hearing panel may request review of any decision regarding parole for an en banc hearing by the board. In case of a review, a majority vote in favor of parole by the board members participating in an en banc review is required to grant parole to any inmate.

(b)(1) The panel or the board, sitting en banc, shall grant parole to an inmate unless it determines that the gravity of the current convicted offense or offenses, or the timing and gravity of current or past convicted offense or offenses, is such that consideration of the public safety requires a more lengthy period of incarceration for this individual. The panel or the board, sitting en banc, shall consider the entire criminal history of the inmate, including all current or past convicted offenses, in making this determination.

(2) After July 30, 2001, any decision of the parole panel finding an inmate suitable for parole shall become final within 120 days of the date of the hearing. During that period, the board may review the panel's decision. The panel's decision shall become final pursuant to this subdivision unless the board finds that the panel made an error of law, or that the panel's decision was based on an error of fact, or that new information should be presented to the board, any of which when corrected or considered by the board has a substantial likelihood of resulting in a substantially different decision upon a rehearing. In making this determination, the board shall consult with the commissioners who conducted the parole consideration hearing.

(3) A decision of a panel shall not be disapproved and referred for rehearing except by a majority vote of the board, sitting en banc, following a public meeting.

(c) For the purpose of reviewing the suitability for parole of those inmates eligible for parole under prior law at a date earlier than that calculated under Section 1170.2, the board shall appoint panels of at least two persons to meet annually with each inmate until the time the person is released pursuant to proceedings or reaches the expiration of his or her term as calculated under Section 1170.2.

(d) It is the intent of the Legislature that, during times when there is no backlog of inmates awaiting parole hearings, life parole consideration hearings, or life rescission hearings, hearings

will be conducted by a panel of three or more members, the majority of whom shall be commissioners. The board shall report monthly on the number of cases where an inmate has not received a completed initial or subsequent parole consideration hearing within 30 days of the hearing date required by subdivision (a) of Section 3041.5 or paragraph (2) of subdivision (b) of Section 3041.5, unless the inmate has waived the right to those timeframes. That report shall be considered the backlog of cases for purposes of this section, and shall include information on the progress toward eliminating the backlog, and on the number of inmates who have waived their right to the above timeframes. The report shall be made public at a regularly scheduled meeting of the board and a written report shall be made available to the public and transmitted to the Legislature quarterly.

(e) For purposes of this section, an en banc review by the board means a review conducted by a majority of commissioners holding office on the date the matter is heard by the board. An en banc review shall be conducted in compliance with the following:

(1) The commissioners conducting the review shall consider the entire record of the hearing that resulted in the tie vote.

(2) The review shall be limited to the record of the hearing. The record shall consist of the transcript or audiotape of the hearing, written or electronically recorded statements actually considered by the panel that produced the tie vote, and any other material actually considered by the panel. New evidence or comments shall not be considered in the en banc proceeding.

(3) The board shall separately state reasons for its decision to grant or deny parole.

(4) A commissioner who was involved in the tie vote shall be recused from consideration of the matter in the en banc review.

Section 3454 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Each supervising county agency, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, shall establish a review process for assessing and refining a person's program of postrelease supervision. Any additional postrelease supervision conditions shall be reasonably related to the underlying offense for which the offender spent time in prison, or to the offender's risk of recidivism, and the offender's criminal history, and be otherwise consistent with law.

(b) Each county agency responsible for postrelease supervision, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, may determine additional appropriate conditions of supervision listed in Section 3453 consistent with public safety, including the use of continuous electronic monitoring as defined in Section 1210.7, order the provision of appropriate rehabilitation and treatment services, determine appropriate incentives, and determine and order appropriate responses to alleged violations, which can include, but shall not be limited to, immediate, structured, and intermediate sanctions up to and including referral to a reentry court pursuant to Section 3015, or flash incarceration in a city or county jail. Periods of flash incarceration are encouraged as one method of punishment for violations of an offender's condition of postrelease supervision.

(c) As used in this title, "flash incarceration" is a period of detention in a city or county jail due to a violation of an offender's conditions of postrelease supervision. The length of the detention period can range between one and 10 consecutive days. Flash incarceration is a tool that may be used by each county agency responsible for postrelease supervision. Shorter, but if necessary

more frequent, periods of detention for violations of an offender's postrelease supervision conditions shall appropriately punish an offender while preventing the disruption in a work or home establishment that typically arises from longer term revocations.

(d) Upon a decision to impose a period of flash incarceration, the probation department shall notify the court, public defender, district attorney, and sheriff of each imposition of flash incarceration.

Section 3455 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) If the supervising county agency has determined, following application of its assessment processes, that intermediate sanctions as authorized in subdivision (b) of Section 3454 are not appropriate, or if the supervised person has violated the terms of his or her release for a third time, the supervising county agency shall petition the court pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision. At any point during the process initiated pursuant to this section, a person may waive, in writing, his or her right to counsel, admit the violation of his or her postrelease community supervision, waive a court hearing, and accept the proposed modification of his or her postrelease community supervision. The petition shall include a written report that contains additional information regarding the petition, including the relevant terms and conditions of postrelease community supervision, the circumstances of the alleged underlying violation, the history and background of the violator, and any recommendations. The Judicial Council shall adopt forms and rules of court to establish uniform statewide procedures to implement this subdivision, including the minimum contents of supervision agency reports. Upon a finding that the person has violated the conditions of postrelease community supervision, the revocation hearing officer shall have authority to do all of the following:

- (1) Return the person to postrelease community supervision with modifications of conditions, if appropriate, including a period of incarceration in a county jail.
- (2) Revoke and terminate postrelease community supervision and order the person to confinement in a county jail.
- (3) Refer the person to a reentry court pursuant to Section 3015 or other evidence-based program in the court's discretion.

(b) (1) At any time during the period of postrelease community supervision, if a peace officer, including a probation officer, has probable cause to believe a person subject to postrelease community supervision is violating any term or condition of his or her release, or has failed to appear at a hearing pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision, the officer may, without a warrant or other process, arrest the person and bring him or her before the supervising county agency established by the county board of supervisors pursuant to subdivision (a) of Section 3451. Additionally, an officer employed by the supervising county agency may seek a warrant and a court or its designated hearing officer appointed pursuant to Section 71622.5 of the Government Code shall have the authority to issue a warrant for that person's arrest.

(2) The court or its designated hearing officer shall have the authority to issue a warrant for a person who is the subject of a petition filed under this section who has failed to appear for a hearing on the petition or for any reason in the interests of justice, or to remand to custody a person who does appear at a hearing on the petition for any reason in the interests of justice.

(3) Unless a person subject to postrelease community supervision is otherwise serving a period of flash incarceration, whenever a person who is subject to this section is arrested, with or without a warrant or the filing of a petition for revocation, the court may order the release of the person under supervision from custody under any terms and conditions the court deems appropriate.

(c) The revocation hearing shall be held within a reasonable time after the filing of the revocation petition. Except as provided in paragraph (3) of subdivision (b), based upon a showing of a preponderance of the evidence that a person under supervision poses an unreasonable risk to public safety, or that the person may not appear if released from custody, or for any reason in the interests of justice, the supervising county agency shall have the authority to make a determination whether the person should remain in custody pending the first court appearance on a petition to revoke postrelease community supervision, and upon that determination, may order the person confined pending his or her first court appearance.

(d) Confinement pursuant to paragraphs (1) and (2) of subdivision (a) shall not exceed a period of 180 days in a county jail for each custodial sanction.

(e) A person shall not remain under supervision or in custody pursuant to this title on or after three years from the date of the person's initial entry onto postrelease community supervision, except when his or her supervision is tolled pursuant to Section 1203.2 or subdivision (b) of Section 3456.

SEC. 5. DNA COLLECTION

Section 296 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) The following persons shall provide buccal swab samples, right thumbprints, and a full palm print impression of each hand, and any blood specimens or other biological samples required pursuant to this chapter for law enforcement identification analysis:

(1) Any person, including any juvenile, who is convicted of or pleads guilty or no contest to any felony offense, or is found not guilty by reason of insanity of any felony offense, or any juvenile who is adjudicated under Section 602 of the Welfare and Institutions Code for committing any felony offense.

(2) Any adult person who is arrested for or charged with any of the following felony offenses:

(A) Any felony offense specified in Section 290 or attempt to commit any felony offense described in Section 290, or any felony offense that imposes upon a person the duty to register in California as a sex offender under Section 290.

(B) Murder or voluntary manslaughter or any attempt to commit murder or voluntary manslaughter.

(C) Commencing on January 1, 2009, any adult person arrested or charged with any felony offense.

(3) Any person, including any juvenile, who is required to register under Section 290 through 290.009 or 457.1 because of the commission of, or the attempt to commit, a felony or misdemeanor offense, or any person, including any juvenile, who is housed in a mental health facility or sex offender treatment program after referral to such facility or program by a court after being charged with any felony offense.

(4) Any person, excluding a juvenile, who is convicted of, or pleads guilty or no contest to, any of the following offenses:

(A) A misdemeanor violation of Section 459.5;

(B) A violation of subdivision (a) of Section 473 that is punishable as a misdemeanor pursuant to subdivision (b) of Section 473;

(C) A violation of subdivision (a) of Section 476a that is punishable as a misdemeanor pursuant to subdivision (b) of Section 476a;

(D) A violation of Section 487 that is punishable as a misdemeanor pursuant to Section 490.2;

(E) A violation of Section 496 that is punishable as a misdemeanor;

(F) A misdemeanor violation of subdivision (a) of Section 11350 of the Health and Safety Code;

(G) A misdemeanor violation of subdivision (a) of Section 11377 of the Health and Safety Code;

(H) A misdemeanor violation of paragraph (1) of subdivision (e) of Section 243;

(I) A misdemeanor violation of Section 273.5;

(J) A misdemeanor violation of paragraph (1) of subdivision (b) of Section 368;

(K) Any misdemeanor violation where the victim is defined as set forth in Section 6211 of the Family Code;

(L) A misdemeanor violation of paragraph (3) of subdivision (b) of Section 647.

~~(4)~~(5) The term "felony" as used in this subdivision includes an attempt to commit the offense.

~~(5)~~(6) Nothing in this chapter shall be construed as prohibiting collection and analysis of specimens, samples, or print impressions as a condition of a plea for a non-qualifying offense.

(b) The provisions of this chapter and its requirements for submission of specimens, samples and print impressions as soon as administratively practicable shall apply to all qualifying persons regardless of sentence imposed, including any sentence of death, life without the possibility of parole, or any life or indeterminate term, or any other disposition rendered in the case of an adult or juvenile tried as an adult, or whether the person is diverted, fined, or referred for evaluation, and regardless of disposition rendered or placement made in the case of juvenile who is found to have committed any felony offense or is adjudicated under Section 602 of the Welfare and Institutions Code.

(c) The provisions of this chapter and its requirements for submission of specimens, samples, and print impressions as soon as administratively practicable by qualified persons as described in subdivision (a) shall apply regardless of placement or confinement in any mental hospital or other public or private treatment facility, and shall include, but not be limited to, the following persons, including juveniles:

(1) Any person committed to a state hospital or other treatment facility as a mentally disordered sex offender under Article 1 (commencing with Section 6300) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(2) Any person who has a severe mental disorder as set forth within the provisions of Article 4 (commencing with Section 2960) of Chapter 7 of Title 1 of Part 3 of the Penal Code.

(3) Any person found to be a sexually violent predator pursuant to Article 4 (commencing with Section 6600) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(d) The provisions of this chapter are mandatory and apply whether or not the court advises a person, including any juvenile, that he or she must provide the data bank and database specimens, samples, and print impressions as a condition of probation, parole, or any plea of guilty, no contest, or not guilty by reason of insanity, or any admission to any of the offenses described in subdivision (a).

(e) If at any stage of court proceedings the prosecuting attorney determines that specimens, samples, and print impressions required by this chapter have not already been taken from any person, as defined under subdivision (a) of Section 296, the prosecuting attorney shall notify the court orally on the record, or in writing, and request that the court order collection of the specimens, samples, and print impressions required by law. However, a failure by the prosecuting attorney or any other law enforcement agency to notify the court shall not relieve a person of the obligation to provide specimens, samples, and print impressions pursuant to this chapter.

(f) Prior to final disposition or sentencing in the case the court shall inquire and verify that the specimens, samples, and print impressions required by this chapter have been obtained and that this fact is included in the abstract of judgment or dispositional order in the case of a juvenile. The abstract of judgment issued by the court shall indicate that the court has ordered the person to comply with the requirements of this chapter and that the person shall be included in the state's DNA and Forensic Identification Data Base and Data Bank program and be subject to this chapter.

However, failure by the court to verify specimen, sample, and print impression collection or enter these facts in the abstract of judgment or dispositional order in the case of a juvenile shall not invalidate an arrest, plea, conviction, or disposition, or otherwise relieve a person from the requirements of this chapter.

SEC. 6. SHOPLIFTING

Section 459.5 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 459, shoplifting is defined as entering a commercial establishment with intent to ~~commit larceny~~ steal retail property or merchandise while that establishment is open during regular business hours, where the value of the property that is taken or intended to be taken does not exceed nine hundred fifty dollars (\$950). Any other entry into a commercial establishment with intent to commit larceny is burglary. Shoplifting shall be punished as a misdemeanor, except that a person with one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290 may be punished pursuant to subdivision (h) of Section 1170.

(b) Any act of shoplifting as defined in subdivision (a) shall be charged as shoplifting. No person who is charged with shoplifting may also be charged with burglary or theft of the same property.

(c) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(d) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(e) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

Section 490.2 of the Penal Code is amended to read:

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 487 or any other provision of law defining grand theft, obtaining any property by theft where the value of the money, labor, real or personal property taken does not exceed nine hundred fifty dollars (\$950) shall be considered petty theft and shall be punished as a misdemeanor, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.

(b) This section shall not be applicable to any theft that may be charged as an infraction pursuant to any other provision of law.

(c) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

SEC. 7. SERIAL THEFT**Section 490.3 is added to the Penal Code to read:**

(a) This section applies to the following crimes:

- (1) petty theft;
- (2) shoplifting;
- (3) grand theft;
- (4) burglary;
- (5) carjacking;
- (6) robbery;
- (7) a crime against an elder or dependent adult within the meaning of subdivision (d) or (e) of Section 368;
- (8) any violation of Section 496;
- (9) unlawful taking or driving of a vehicle within the meaning of Section 10851 of the Vehicle Code.

(10) Forgery.

(11) The unlawful sale, transfer, or conveyance of an access card pursuant to Section 484e.

(12) Forgery of an access card pursuant to Section 484f.

(13) The unlawful use of an access card pursuant to Section 484g.

(14) Identity theft pursuant to Section 530.5.

(15) The theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

(b) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, any person who, having been previously convicted of two or more of the offenses specified in subdivision (a), which offenses were committed on separate occasions, and who is subsequently convicted of petty theft or shoplifting where the value of the money, labor, or real or personal

property taken exceeds two hundred fifty dollars (\$250) shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(c) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 8. ORGANIZED RETAIL THEFT

Section 490.4 is added to the Penal Code to read:

(a) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(b) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(c) Any person, who, acting in concert with one or more other persons, commits two (2) or more thefts pursuant to Sections 459.5 or 490.2 of retail property or merchandise having an aggregate value exceeding two hundred fifty dollars (\$250) and unlawfully takes such property during a period of one hundred eighty days (180) is guilty of organized retail theft.

(d) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, organized retail theft shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(e) For purposes of this section, the value of retail property stolen by persons acting in concert may be aggregated into a single count or charge, with the sum of the value of all of the retail merchandise being the values considered in determining the degree of theft.

(f) An offense under this section may be prosecuted in any county in which an underlying theft could have been prosecuted as a separate offense.

(g) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

SEC. 9. AMENDMENTS

This act shall not be amended by the Legislature except by a statute that furthers the purposes, findings and declarations of the Act and is passed in each house by roll call vote entered in the journal, three-fourths of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

SEC. 10. SEVERABILITY

If any provision of this Act, or any part of any provision, or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications which can be given effect without the invalid or unconstitutional provision or application shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SEC. 11. CONFLICTING INITIATIVES

(a) In the event that this measure and another measure addressing parole consideration pursuant to Section 32 of Article I of the Constitution, revocation of parole and post release community supervision, DNA collection, or theft offenses shall appear on the same statewide ballot, the

provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.