AGENDA

CITY COUNCIL
REGULAR MEETING

April 10, 2018
4:00 PM
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Donald P. Wagner
Mayor

Christina Shea
Mayor Pro Tempore

Melissa Fox
Councilmember

Jeffrey Lalloway
Councilmember

Lynn Schott
Councilmember

Speaker's Card/Request to Speak: If you would like to address the City Council on a scheduled agenda item – including a Consent Calendar item, a Regular Council 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. The Request to Speak Form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized. It also ensures the accurate identification of meeting participants in the City Council minutes. Your name will be called at the time the matter is heard by the City Council. 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), 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 or the City Council 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 staff reports.

1. CLOSED SESSION

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

1.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) – County of Orange v. City of Irvine, Orange County Superior Court Case No. 30-2017-00959467-CU-MC-CJC

1.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) – City of Irvine v. County of Orange, Orange County Superior Court Case No. 30-2017-00961107-CU-WM-CXC

1.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) – Mary Ann Gaido v. Molly McLaughlin, City Clerk of the City of Irvine, Neal Kelley, Orange County Registrar of Voters, et al., Orange County Superior Court Case No. 30-2018-00972013-CU-JR-CJC

RECONVENE TO THE CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

INVOCATION

2. PRESENTATIONS

2.1 Proclaim April 2018 as "National Child Abuse Prevention Month"

2.2 Citywide Bicyclist, Pedestrian, Motorist Safety Program Update

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Announcements, Committee Reports and Council 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.

3. CONSENT CALENDAR

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.

3.1 MINUTES

ACTION:
Approve the minutes of a regular meeting of the Irvine City Council held on March 27, 2018.

3.2 PROCLAMATIONS

ACTION:
1) Proclaim April 8-14, 2018 as "Animal Control Officer Appreciation Week."
2) Ratify and proclaim March 23, 2018 as Women Helping Women's "Smart and Sophisticated Day."

3.3 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

3.4 STATE AND FEDERAL LEGISLATIVE ADVOCACY SERVICES CONTRACTS

ACTION:
1) Authorize the City Manager to execute a consulting service contract with Joe A. Gonsalves & Son for State legislative advocacy services effective July 1, 2018, with four one-year options to renew.
2) Authorize the City Manager to execute a consulting service contract with Van Scoyoc Associates, Inc. for Federal legislative advocacy services effective July 1, 2018 with four one-year options to renew.

3.5 AMENDMENT TO CONSULTANT CONTRACT FOR BUILDING AND SAFETY INSPECTION SERVICES

ACTION:
Approve an amendment to the consultant services contract with The Code Group, Inc. dba VCA Code, in the amount of $1,025,000 to provide building and safety inspection services, and authorize the Mayor to execute the amendment.

3.6 NAMING OF THE FITNESS CENTER AT RANCHO SENIOR CENTER

ACTION:
Approve naming of the fitness center at Rancho Senior Center the "Harrel Fitness Center."

3.7 FISCAL YEAR 2018-19 ROAD MAINTENANCE AND REHABILITATION ACCOUNT PROGRAM (SENATE BILL 1) PROJECT LIST

ACTION:
Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE LIST OF PROJECTS PLANNED TO BE FUNDED IN FISCAL YEAR 2018-19 WITH ROAD MAINTENANCE AND REHABILITATION ACCOUNT REVENUES

3.8 SECOND READING OF ORDINANCE NO. 18-04 LEVYING SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3

ACTION:
Read by title only, second reading and adoption of ORDINANCE NO. 18-04 – 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. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

(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.)

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 PUBLIC FACILITY RESERVATION FEES FOR PORTOLA SPRINGS COMMUNITY CENTER, LOS OLIVOS COMMUNITY CENTER, PICKLEBALL COURTS CITYWIDE, AND ORANGE COUNTY GREAT PARK FACILITIES

ACTION:

1) Open the public hearing.
2) Continue the public hearing to a date to be determined.

4.2 ZONE CHANGE TO AMEND CHAPTER 9-6 OF THE IRVINE ZONING ORDINANCE RELATED TO THE DISTRIBUTION OF DWELLING UNITS WITHIN PLANNING AREA 6 (PORTOLA SPRINGS)

ACTION:

1) Reopen the public hearing.
2) Continue the public hearing to April 24, 2018.

4.3 ZONING ORDINANCE AND MUNICIPAL CODE TECHNICAL UPDATE

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) Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING ZONE CHANGE (00729211-PZC) TO AMEND THE ZONING ORDINANCE BY PROVIDING NEW OR REVISED LAND USE/ZONING PROVISIONS RELATED TO PARK PLANNING RESPONSIBILITIES, APPEALS AND PUBLIC NOTICING PROCEDURES, BOARDING HOUSES, SHORT-TERM RENTALS, ACCESSORY DWELLING UNITS, AND OTHER MISCELLANEOUS STANDARDS; FILED BY THE CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT

6) Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING AMENDMENTS (00729212-PZC) TO THE CITY'S MUNICIPAL CODE RELATED TO CODE ENFORCEMENT RESPONSIBILITIES AND ADMINISTRATIVE CITATION PROCEDURES; SUBDIVISION REVIEW, APPROVAL AUTHORITY, AND APPEALS; AND ADDRESSING AND WAYFINDING SIGNAGE FOR ACCESSORY DWELLING UNITS; FILED BY THE CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT

5. COUNCIL BUSINESS

5.1 APPROVAL OF PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR PROTECTED-PERMISSIVE LEFT-TURN PHASING PROJECT

ACTION:

1) Approve the construction plans, specifications, and contract documents for Protected-Permissive Left-Turn Phasing Project, Capital Improvement Project 331704.
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, in accordance with the City's purchasing policies and procedures, within the approved project budget.

PUBLIC COMMENTS - 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

NOTICE TO THE PUBLIC
LIVE BROADCASTING AND REBROADCASTING

Regular City Council 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 meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 10 a.m. until the next City Council 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 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 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 72 hours prior to a regular City Council meeting). Staff reports can also be downloaded from the City's website at *cityofirvine.org* beginning the Friday prior to the scheduled City Council 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 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. 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 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 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 meeting was posted in accordance with law in the posting book located in the Public Safety Lobby and at the entrance of City Hall, One Civic Center Plaza, Irvine, California on April 5, 2018 by 2:45pm as well as on the City's web page.

Molly McLaughlin, MPA
City Clerk

CLOSED SESSION

1.1-1.4

PRESENTATIONS

2.1-2.2

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: PRESENTATIONS

City Clerk

RECOMMENDED ACTION:

1. Proclaim April 2018 as "National Child Abuse Prevention Month"
2. Citywide Bicyclist, Pedestrian, Motorist Safety Program Update

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE
2018 APR -3 PM 3:31

Memo

RECEIVED
APR 03 2018
CITY OF IRVINE
CITY MANAGER'S OFFICE

To: Grace K. Leung, Acting City Manager

From: Lynn Schott, Councilmember LS

Date: April 3, 2018

Re: National Child Abuse Prevention Month

Please place a Proclamation presentation on the April 10 City Council agenda to recognize April as National Child Abuse Prevention Month and for the Exchange Club of Irvine to present a $7,000 donation to The Raise Foundation in support of its continued efforts in preventing child abuse.

Each year in the United States, approximately three million children are reported abused and neglected and over 15 million children witness violence in their homes. The City of Irvine recognizes child abuse is a problem that depends on the community to assist in solving. As such, the Exchange Club of Irvine, a long-term community partner focused on reducing the devastating effects of child abuse, would like to donate its 2017 Irvine Community Thanksgiving Prayer Breakfast proceedings to The Raise Foundation to assist in preventing child abuse. The Raise Foundation is dedicated to preventing and stopping the cycle of child abuse and neglect through education, advocacy, community collaboration, and comprehensive services for families and children.

I would also like to take the opportunity to proclaim each April moving forward as "National Child Abuse Prevention Month" to bring awareness to the community.

cc: Irvine City Council
Molly McLaughlin, City Clerk

CITY OF IRVINE

Proclamation

NATIONAL CHILD ABUSE PREVENTION MONTH
APRIL 2018

WHEREAS, approximately three million children are reported as abused and neglected in the United States each year, and over fifteen million children witness violence in their homes; and

WHEREAS, the United States Center for Disease Control and Prevention links adverse childhood experiences with a wide range of long-term emotional and physical health impacts; and

WHEREAS, child abuse is a community problem, and finding solutions depends on the involvement among people throughout the community; and

WHEREAS, effective child abuse prevention and intervention programs succeed because of partnerships created among social service agencies, schools, religious and civic organizations, law enforcement agencies, and support from the business community; and

WHEREAS, all citizens should become involved in supporting families to ensure children are raised in a safe and nurturing environment.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM April 2018** as **NATIONAL CHILD ABUSE PREVENTION MONTH,** and calls upon the entire community to observe this month with programs and activities that help prevent child abuse and provide for physical, emotional, and developmental needs for all children.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
APRIL 10, 2018

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3.1

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: MINUTES

City Clerk

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on March 27, 2018.

MINUTES

CITY COUNCIL
REGULAR MEETING

March 27, 2018
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 4:10 p.m. on March 27, 2018 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

Present:	3	Councilmember:	Melissa Fox
		Mayor Pro Tempore:	Christina Shea
		Mayor:	Donald P. Wagner
Absent:	2	Councilmember:	Jeffrey Lalloway
		Councilmember:	Lynn Schott

1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

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

1.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) – Mary Ann Gaido v. Molly McLaughlin, City Clerk of the City of Irvine, Neal Kelley, Orange County Registrar of Voters, et al., Orange County Superior Court Case No. 30-2018-00972013-CU-JR-CJC

1.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) – Bill Sandlin and Orange County Veterans Memorial Park Foundation v. Molly McLaughlin, Irvine City Clerk, Neal Kelley, Orange County Registrar of Voters, et al., Orange County Superior Court Case No. 30-2018-00975288-CU-WM-CJC

1.4 PUBLIC EMPLOYEE APPOINTMENT: Government Code Section 54957 - Title: Interim City Manager

RECESS

Mayor Wagner convened the City Council meeting to Closed Session at 4:11 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 5:17 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 Fox led the Pledge of Allegiance.

INVOCATION

Pastor Kyung Lee from Saddleback Church of Irvine provided the invocation.

MOMENT OF SILENCE

Mayor Wagner requested a moment of silence in memory of Carolyn McInerney, longtime employee of the County of Orange and community member, who passed away earlier in the month after a battle with cancer.

2. PRESENTATIONS

2.1 Proclaim April 8-14, 2018 as "National Public Safety Telecommunicators Week"

Mayor Wagner introduced Mike Hamel, Police Chief, Mike Hallinan, Police Commander, and members of the Public Safety Dispatch team, and presented a proclamation recognizing April 8-14, 2018 as "National Public Safety Telecommunicators Week."

2.2 Commend Irvine and Anaheim Police Departments for Heroic Action

Mayor Wagner and Councilmember Fox introduced first responders from Irvine and Anaheim Police Departments and presented a commendation recognizing their efforts in successfully locating a missing 80-year-old resident with dementia.

2.3 Safari Substation Update by Irvine Company and Southern California Edison

Karalee Darnell, Government Affairs Manager on behalf of Southern California Edison (SCE), provided an update on efforts to relocate the proposed Safari Substation in collaboration with the Irvine Company. Jeff Davis, Vice President, Irvine Company, was also available for questions.

Michael Aguirre, Aguirre & Severson, LLP, expressed appreciation to the City Council on behalf of the nearby businesses on Wald Street for working collaboratively with Southern California Edison and the Irvine Company to relocate the proposed Safari Substation.

Mayor Pro Tempore Shea expressed her appreciation to SCE and the Irvine Company for their efforts in resolving this issue.

The following individuals submitted a Request to Speak slip but did not speak:

Daniel Kim
Maria Severson
Doug Bender

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Mayor Pro Tempore Shea noted the Mayor's attendance at the Orange County Board of Supervisors (Board) meeting earlier in the day and action taken by the Board to rescind its decision to place a homeless shelter on a 100-acre parcel adjacent to the Orange County Great Park, to which Mayor Wagner further noted that all Orange County cities would work collaboratively with the County to explore alternatives.

Mayor Wagner also made the following announcements:

- The community is invited to attend a celebration of the City's open space on Saturday, April 14 at 8 a.m. at the Quail Hill Trailhead for a free pancake breakfast and 1.8-mile hike hosted by Irvine Ranch Conservancy. The event is free; no RSVP needed. For information, visit *cityofirvine.org* or call 949-724-6077.

- The Irvine Animal Care Center invites all runners, walkers, and animal-lovers to take part in its Virtual 5K from April 1-30 to support animals in need, which can be completed at any location. Register and complete a race by April 30 to receive an exclusive medal and certificate of completion. Four-legged friends can participate as well and will receive their medal for completing the race. For information or to register, visit *irvineanimals.org/5k* or call 949-724-7740.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

3. CONSENT CALENDAR

Prior to approval of the Consent Calendar, Mayor Wagner noted that Items 3.4, 3.5 and 3.7 would reflect the action taken earlier in the day by the City Council in its capacity as the Great Park Board of Directors.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent) to approve Consent Calendar Item Nos. 3.1 through 3.9.

3.1 MINUTES

ACTION:

1) Approved the minutes of a regular meeting of the Irvine City Council held on March 13, 2018.
2) Approved the minutes of a special meeting of the Irvine City Council held on March 20, 2018.

3.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:
Adopted RESOLUTION NO. 18-25 - 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 TREASURER'S REPORT FOR THE QUARTER ENDED DECEMBER 31, 2017

ACTION:
Received and filed the Treasurer's Report for the quarter ended December 31, 2017.

3.4 EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF IRVINE AND WILD RIVERS IRVINE, LLC

ACTION:

1) Authorized the Mayor to execute Wild Rivers' requested Amended and Restated Exclusive Negotiating Agreement, allowing Developer to defer its acceptance of site conditions and commence Negotiating Period No. 2. **(Contract No. 10125)**
2) Directed staff to move forward immediately on the design and construction process for a parking lot at the designated site that is contemplated for this particular area of the Orange County Great Park **as amended** to clarify that the design process be completed concurrently with the CEQA review process, with construction commencing after the CEQA review process has been completed.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

Approved 3-0-2 (Directors Lalloway and Schott absent).

3.5 AMENDMENT TO LEASE BETWEEN CITY OF IRVINE AND TIERRA VERDE INDUSTRIES

ACTION:
Approved Amendment No. 1, to Lease between City of Irvine and Tierra Verde Industries providing for a one-year extension beginning May 13, 2018 to include an option for an additional one-year extension based on satisfactory evidence presented by the lessee of viable alternative sites, and authorize the Mayor to execute the Amendment on behalf of the City **as amended** to clarify that an additional one-year extension would be at the discretion of the City Council.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

Approved 3-0-2 (Directors Lalloway and Schott absent).

3.6 WALL OF RECOGNITION NOMINATIONS

ACTION:
Approved nominations for inclusion on the Wall of Recognition.

3.7 ORANGE COUNTY GREAT PARK WAYFINDING SIGNAGE

ACTION:
1) Approved the “Earth-tone” color palette for the Great Park Signage Program.
2) Approved the construction contract award in the amount of $841,620.79 for the Orange County Great Park Wayfinding Signage Project, CIP 361726 to the lowest responsive and responsible bidder, Outdoor Dimensions. **(Contract No. 10126)**

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

Approved 3-0-2 (Directors Lalloway and Schott absent).

3.8 APPROVAL OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR MARINE WAY PARKWAY LANDSCAPING

ACTION:

1) Approved the construction plans, specifications and contract documents for Marine Way Landscaping, Capital Improvement Project 351603.
2) Approved the Engineer's Estimate, Construction Contingency and Project Funding Summary.
3) Authorized staff to solicit competitive bids and award the construction contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing policies and procedures, within the approved project budget.

3.9 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

1) Approved Councilmember Fox's request for Community Partnership Fund Grant nomination to the Irvine Children's Fund in the amount of $250 in support of the Irvine Junior Games. **(Contract No. 10127)**
2) Authorized the City Manager to prepare and sign the funding agreement listed in Action 1.

4. PUBLIC HEARINGS

4.1 ZONING ORDINANCE AND MUNICIPAL CODE TECHNICAL UPDATE

Mayor Wagner opened the public hearing at 5:55 p.m. There were no requests to speak.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to:

Continue the public hearing to the April 10, 2018 meeting.

4.2 DESIGNATION OF COMMUNITY FACILITIES DISTRICT NO. 2013-3 IMPROVEMENT AREA NO. 9

Jennifer King, Finance Administrator, presented the staff report and responded to questions.

Mayor Wagner opened the public hearing at 5:57 p.m. There were no requests to speak.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to close the public hearing at 5:58 p.m.

City Council discussion included: reiterating that the proposed action would not raise taxes, but rather, only create a community facilities district (CFD) to allow the building of new homes in the designated area.

Prior to Mayor Wagner calling for a motion, City Clerk McLaughlin explained the procedural process for consideration of the recommended actions.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to approve Recommended Action Item Nos. 5 through 7 as follows:

5) Adopt RESOLUTION NO. 18-26 – 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. 9 OF THE 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 RESOLUTION NO. 18-27 – 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. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND SUBMITTING A PROPOSITION TO THE QUALIFIED ELECTORS THEREOF

7) Adopt RESOLUTION NO. 18-28 – 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. 9 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

Following approval of Recommended Action Item Nos. 5 through 7 above, City Clerk McLaughlin opened the ballot and read the election results from property owner Heritage Fields representing Improvement Area No. 9, which reflected 45 votes attributed to the ballot. She noted that the ballot reflecting all votes were cast in the affirmative.

ACTION: Moved by Councilmember Fox, seconded by Mayor Pro Tempore Shea, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to approve Recommended Action Item No. 9 as follows:

9) Adopt RESOLUTION NO. 18-29 – 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. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) AND DIRECTING RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Following approval of Recommended Action No. 9 above, City Clerk McLaughlin noted the introduction of the proposed Ordinance and read the title into the record, reflected in Recommended Action Item No. 10.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to adopt Recommended Action Item No. 10 as follows:

10) Introduce for first reading and read by title only ORDINANCE NO. 18-04 – 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. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

4.3 ZONE CHANGE TO AMEND CHAPTER 9-6 OF THE IRVINE ZONING ORDINANCE RELATED TO THE DISTRIBUTION OF DWELLING UNITS WITHIN PLANNING AREA 6 (PORTOLA SPRINGS)

Mayor Wagner opened the public hearing at 6 p.m. and noted that a request was made by the applicant to continue the public hearing to the April 10, 2018 meeting.

There were no requests to speak.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to:

Continue the public hearing to the April 10, 2018 meeting.

4.4 AUTHORIZATION TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, VOLUNTEERS, CONTRACTORS, LICENSING OR CERTIFICATION PURPOSES AND AMENDING THE MASTER FEE SCHEDULE TO INCLUDE THE CANNABIS TESTING LABORATORY APPLICATION FEES

Mike Hallinan, Police Commander, presented the staff report and responded to questions.

Mayor Wagner opened the public hearing at 6:06 p.m.

Jim Fitzpatrick spoke in support, expressing his appreciation to the City Council and staff for establishing a reasonable and streamlined application process.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to close the public hearing at 6:08 p.m.

City Council discussion included: inquiring about regulations and punitive damages related to illegal possession and/or transportation of cannabis; and reiterated the City's recent adoption of an ordinance related to cannabis regulations.

Mike Hamel, Director of Public Safety/Chief of Police, noted that police officers take appropriate action depending on the different levels of activity, to which Mayor Pro Tempore Shea suggested that staff consult with the City Attorney to provide clarity to the City Council on actions that would be taken based on such activities.

ACTION: Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to:

1) Adopt RESOLUTION NO. 18-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, VOLUNTEERS, CONTRACTORS, LICENSING OR CERTIFICATION PURPOSES
2) Adopt RESOLUTION NO. 18-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE TO INCLUDE THE CANNABIS TESTING LABORATORY APPLICATION FEES ADOPTED THROUGH ORDINANCE 18-02

PUBLIC COMMENT

Susan Sayre, Irvine resident, spoke about Councilmember and candidate conflicts-of-interest and in support of slow growth.

Joe Ellen Chatham, on behalf of Pacific Symphony, spoke about upcoming activities by the Symphony in the City of Irvine.

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

Karen Jaffe, Irvine resident, expressed opposition to past and present actions taken by elected officials with respect to the County's 100-acre property adjacent to the Orange County Great Park and associated proposal for homeless shelter; and spoke in support of slow growth.

Cleo Olson, representing Orange Financial Center, spoke about a national campaign to promote "Financial Literacy Month."

ADJOURNMENT

Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to adjourn the meeting in memory of Carolyn McInerney at 6:29 p.m.

_____
MAYOR OF THE CITY OF IRVINE

_____ April 10, 2018
CITY CLERK OF THE CITY OF IRVINE

3.2

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: PROCLAMATIONS

City Clerk

RECOMMENDED ACTION:

1) Proclaim April 8-14, 2018 as "Animal Control Officer Appreciation Week."
2) Ratify and proclaim March 23, 2018 as Women Helping Women's "Smart and Sophisticated Day."

CITY OF IRVINE

Proclamation

ANIMAL CONTROL OFFICER APPRECIATION WEEK APRIL 8-14, 2018

WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as Animal Control Officer Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take time to recognize, thank, and commend all Animal Control Officers for the dedicated service they provide; and

WHEREAS, Animal Control Officers throughout the nation serve to encourage responsible pet ownership through education, registration, and proactive enforcement efforts; and

WHEREAS, Animal Control Officers also serve an important role in responding to calls involving injured wildlife or human contact with undomesticated animals; and

WHEREAS, the Irvine City Council would like to express its sincere thanks and appreciation for the outstanding services the Irvine Animal Services Division provides on a daily basis to the residents of the City of Irvine; and

WHEREAS, the Irvine City Council recognizes and commends Irvine's Animal Control Officers for the many dedicated hours of service they perform to serve the Irvine community, and for fulfilling the Irvine Police Department's commitment to providing quality service.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM April 8-14, 2018 as ANIMAL CONTROL OFFICER APPRECIATION WEEK,** and asks all residents to join in expressing their sincere appreciation for the outstanding service performed by Animal Control Officers throughout the year to ensure the safety and welfare of domestic pets and wildlife while safeguarding the community-at-large.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
APRIL 10, 2018

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CITY OF IRVINE

Proclamation

SMART AND SOPHISTICATED DAY
MARCH 23, 2018

WHEREAS, many women without a paycheck struggle to decide between their basic living essentials for themselves and their families, and the skills and resources necessary to put their best foot forward on job interviews; and

WHEREAS, resume writing support, interviewing techniques, and sophisticated professional apparel can boost self-confidence and give women the ability to be successful in their job search; and

WHEREAS, for more than two decades, The Alliance of Career Development Nonprofits, through its member organizations, has been providing professional attire, assistance with the preparation of resumes, and career skills training in order to help women increase self-confidence, and build interview skills, as well as secure and retain employment; and

WHEREAS, the 25-member organizations of The Alliance of Career Development Nonprofits, and thousands of dedicated volunteers, serve over 60,000 women every year to present a smart and sophisticated image, and be well prepared for job interviews; and

WHEREAS, Women Helping Women, located in Irvine, California, is a member organization of The Alliance of Career Development Nonprofits, serving women job seekers since 1993 through their Employment Success Program.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM March 23, 2018 as SMART AND SOPHISTICATED DAY.**

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
APRIL 10, 2018

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3.3

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION

Director of Administrative Services

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 March 21, 2018 through April 3, 2018 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 18-___

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 10th day of April 2018.

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 10th day of April 2018.

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

CITY CLERK OF THE CITY OF IRVINE

ATTACHMENT

3/21/2018 through 3/27/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	592,106.58
004	PAYROLL CLEARING FUND	2,176,040.94
005	DEVELOPMENT SERVICES FUND	80,509.42
009	REVENUE CLEARING FUND	1,182.53
010	INFRASTRUCTURE & REHABILITAT'N	33,548.00
024	BUILDING & SAFETY FUND	45,666.38
111	GAS TAX FUND	243,698.39
119	LIGHTING, LANDSCAPE & PARK MNT	51,757.39
128	OFFICE ON AGING PROGRAMS FUND	1,531.82
132	SLURRY SEAL SUR CHG FUND	2,609,624.88
151	ASSET FORFEITURE JUSTICE DEPT	160.00
180	ORANGE COUNTY GREAT PARK	103,213.37
204	CFD 2013-3 GREAT PARK	13,343.60
219	AD 04-20 PORTOLA SPRINGS	3,074.00
250	CAPITAL IMPROV PROJ FUND - CIR	30,582.95
260	CAPITAL IMPROV PROJ-NON CIRC	93,699.12
270	NORTH IRVINE TRANSP MITIGATION	40,000.00
271	IRVINE BUSINESS COMPLEX	1,875.00
286	GREAT PARK DEVELOPMENT FUND	22,710.00
501	INVENTORY	3,302.75
570	INSURANCE FUND	67,618.51
574	FLEET SERVICES FUND	17,323.63
578	MAIL INTERNAL SERVICES	619.50
579	STRATEGIC TECHNOLOGY PLAN FUND	117,504.21
580	CIVIC CTR MAINT & OPERATIONS	18,910.27
744	CFD 2013-3 GREAT PARK	14,410.00
781	INTERAGENCY CUSTODIAL FUND	13,362.95
	GRAND TOTAL	**6,397,376.19**

3/28/2018 through 4/3/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	576,944.60
004	PAYROLL CLEARING FUND	37,668.20
005	DEVELOPMENT SERVICES FUND	23,370.82
024	BUILDING & SAFETY FUND	150,101.01
114	HOME GRANT	75.00
118	SYSTEMS DEVELOPMENT FUND	11,332.50
119	LIGHTING, LANDSCAPE & PARK MNT	4,796.75
125	COMM DEVELOP BLOCK GRANT FUND	1,720.00
128	OFFICE ON AGING PROGRAMS FUND	2,920.48
180	ORANGE COUNTY GREAT PARK	36,425.65
250	CAPITAL IMPROV PROJ FUND - CIR	64,031.65
260	CAPITAL IMPROV PROJ-NON CIRC	651.00
271	IRVINE BUSINESS COMPLEX	-6,270.50
286	GREAT PARK DEVELOPMENT FUND	120.12
501	INVENTORY	9,251.02
570	INSURANCE FUND	50,852.33
574	FLEET SERVICES FUND	148,164.87
578	MAIL INTERNAL SERVICES	309.58
579	STRATEGIC TECHNOLOGY PLAN FUND	942.60
580	CIVIC CTR MAINT & OPERATIONS	3,583.24
717	RAD 04-20 PORTOLA SPR VAR RT A	56,459.68
718	RAD 05-21 ORCHARD HLS VAR RT	72,556.66
719	REASSESSMENT 85-7A VARIABLE RT	73,464.65
721	AD00-18 SHADY CNYN&TURTL ROCK	19,870.75
723	AD03-19 WOODBURY SER B VAR RT	59,484.79
724	AD 07-22 STONEGATE VAR RT A	19,126.20
735	AD03-19 WOODBURY SER A VAR RT	45,313.91
744	CFD 2013-3 GREAT PARK	37,323.34
745	CFD 2005-2R COLUMBUS GROVE SP	1,917.05
746	CFD 2004-1 CENTRAL PARK	3,208.98
760	AD87-8 ICD/BAKE PKWY DEBT SVC	32,635.84
767	AD94-15 WESTPARK II SERIES A	5,320.11
771	AD97-16 NORTHWEST IRVINE VARI	57,707.81
774	AD94-13 VARIABLE RT-OAKCREEK	36,931.81
775	AD97-17 LOWER PETERS CYN EAST	73,473.04
776	AD93-14 SPECT 6N/SPECT 7	116,523.31
	GRAND TOTAL	**1,828,308.85**

3.4

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 10, 2018

TITLE: STATE AND FEDERAL LEGISLATIVE ADVOCACY SERVICES CONTRACTS

Deputy City Manager

City Manager

RECOMMENDED ACTION

1. Authorize the City Manager to execute a consulting service contract with Joe A. Gonsalves & Son for State legislative advocacy services effective July 1, 2018, with four one-year options to renew.

2. Authorize the City Manager to execute a consulting service contract with Van Scoyoc Associates, Inc. for Federal legislative advocacy services effective July 1, 2018 with four one-year options to renew.

EXECUTIVE SUMMARY

At its March 13, 2018, meeting, the City Council directed staff to determine if the current vendors would continue to provide State and Federal legislative advocacy services at the same price. Joe A. Gonsalves & Son and Van Scoyoc Associates both stated they would retain the same pricing and terms to provide State and Federal legislative advocacy services, respectively. Attached for City Council consideration are the two sole source contracts (Attachment 1 and 2).

Each contract includes the same pricing as summarized on the following page. The only change to the prior contracts is an updated and streamlined scope of services, included as Attachment 3 and 4. Gonsalves & Son will provide two in-person updates annually, periodic written reports and a year-end report. Van Scoyoc will also provide periodic written updates and a year-end report. Each contract may be extended up to four one-year terms, unless the City Council directs otherwise now or in the future.

The City has a $140,000 annual legislative advocacy services budget. The State legislative advocacy contract includes a $6,000 monthly retainer plus expenses (not to exceed $80,000 annually). Federal advocacy services are provided as needed on a time and materials basis (not to exceed $60,000 annually.)

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not Applicable

ANALYSIS

In 2013, the City Council awarded contracts to Joe A. Gonsalves & Son (Gonsalves) to provide State legislative advocacy services and Van Scoyoc Associates, Inc. (Van Scoyoc) for Federal legislative advocacy services. The contracts expire June 30, 2018.

The 2013 contracts were awarded after a Request for Proposal (RFP) process. The City has a $140,000 annual legislative advocacy services budget. The State legislative advocacy contract includes a $6,000 monthly retainer plus expenses (not to exceed $80,000 annually). Federal advocacy services are provided as needed on a time and materials basis (not to exceed $60,000 annually). Federal services costs have averaged $25,000 annually the past three years. The emphasis has been at the State level, with targeted assistance at the Federal level.

Staff recommends awarding sole source Consultant Services Agreements with Gonsalves for State Legislative Advocacy Services and Van Scoyoc for Federal Legislative Advocacy Services. If approved, the existing terms will continue as follows:

1. Gonsalves and Son – State Legislative Advocacy Services:

    - $6,000 per month retainer fee plus expenses, not to exceed $80,000 annually
    - One-year term (July 1, 2018 – June 30, 2019)
    - City Manager may extend the contract for up to four additional one-year terms, unless the City Council directs otherwise now or in the future.
    - Scope of Services (Attachment 3)
    - 30-day cancelation clause

2. Van Scoyoc Associates for Federal Legislative Advocacy Services

    - Time and materials basis per hourly rate schedule
    - Contract not to exceed $60,000 annually
    - Scope of Services (Attachment 4)
    - One-year term (July 1, 2018 – June 30, 2019)
    - City Manager may extend the term up to four additional one-year terms, unless the City Council directs otherwise now or in the future.
    - City Manager may convert contract into a fixed $5,000/month retainer if a better value based on actual use of services to meet Irvine's needs
    - 30-day cancelation clause

ALTERNATIVES

Following are alternatives for the City Council's consideration and direction.

1. Direct staff to modify the terms of the agreements.

2. Direct staff to conduct a Request for Proposal (RFP) process for one or both State and Federal legislative advocacy services and return to the City Council.

3. Take no action and let one or both contracts expire June 30, 2018, and not continue with State and/or Federal legislative advocacy services

4. Other City Council direction

FINANCIAL IMPACT

Approving the two sole source contracts would continue an annual $140,000 budget for State and Federal legislative advocacy services. If State or Federal contracts were not continued, there would be an $80,000 and $60,000 budget reduction, respectively.

REPORT PREPARED BY: Veronica Dolleschel, Senior Management Analyst
REPORT REVIEWED BY: Michelle Grettenberg, Deputy City Manager

ATTACHMENTS

Attachment 1: State Legislative Advocacy Contract
Attachment 2: Federal Legislative Advocacy Contract
Attachment 3: Scope of Services – State
Attachment 4: Scope of Services – Federal

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the “Agreement”) is made and entered into as of April 11, 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and JOE A. GONSALVES & SON, a California corporation (“Contractor”). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: State Legislative Advocacy Services in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on July 1, 2018 (“Commencement Date”) and shall continue through June 30, 2019. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Grace K. Leung, City Manager Pro Tempore, email: gleung@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Anthony Gonsalves, email: gonslaves@gonsalvi.com

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II (“General Provisions”). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

ATTACHMENT 1

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

By: _____

Its: City Manager

JOE A. GONSALVES & SON

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

925 L Street, Suite 250
Sacramento, CA 95814

Attn: Anthony Gonsalves
Telephone: 916-441-0597
Email: gonsalves@gonsalvi.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, 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 Section 1.8 of this Agreement, 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 this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. 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 forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of 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." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. 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.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: 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.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of $50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless 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 which directly or indirectly relate to the work being performed or services being provided under this Agreement, 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 sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 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.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 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 work being performed or services being provided under this Agreement, 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.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be

imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient

compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

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

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to

participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 **Precedence**. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.
Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

2) PART II GENERAL PROVISIONS, Section 2.1.1 – B. Automobile Liability Insurance and D. Professional Liability Insurance, are deleted in its entirety.

PART IV

SCOPE OF SERVICES

STATE LEGISLATIVE ADVOCACY SERVICES

1. Review proposed, introduced and amended state legislation, and proposed and adopted state administrative rules and regulations, to identify and report on matters potentially affecting the City.

2. At the direction of, and on behalf of the City, undertake advocacy, policy analysis and strategy development on legislative matters of interest to and/or impacting the City. Present state legislative issues to the City Council for policy direction as needed.

3. Regularly communicate with the City to assess legislative options and discuss policy objectives. Provide monthly reports on status of legislation and other related updates, and other reports as needed. Draft letters, legislative language and talking points on legislative, budgetary, and regulatory issues as necessary.

4. Raise, discuss and assess any affirmative legislative action that may benefit the City, as needed.

5. Testify at the direction of, and on behalf of the City, at hearings before legislative and regulatory committees.

6. Monitor State agency rulemaking and notify the City of any potential impact.

7. Schedule meetings for City officials with members of the legislature and their staff, the executive branch, state agencies and other key stakeholders.

8. Support City departments' grant activity, including identifying funding opportunities, facilitating communication with state agencies, and advocating for support of the application from legislators and key stakeholders.

9. Coordinate and cooperate with other organizations and firms having similar legislative objectives as the City.

10. Monitor and report on the Budget and work to secure funding when appropriate on projects beneficial to the City's interests.

11. Participate in preparing the legislative policy platform, including identifying potential policy issues and upcoming legislative proposals, as needed.

12. Prepare and file all applicable Fair Political Practices Commission (FPPC) lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. (The City acknowledges that it is essential that the City provide the firm with timely information at the end of each calendar quarter as requested by the Firm to prepare, execute and file the FPPC lobbying reports.)

PART V

BUDGET

Pricing for State Legislative Advocacy Services shall be $6,000.00 per month.
Expense reimbursements shall not exceed $8,000.00 per year.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total annual compensation for the Scope of Services set forth herein **shall not exceed $80,000.00**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire one (1) year Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Contractors submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Travel related expenses (including hotels and meals) shall be reimbursed at direct cost, but not to exceed the federal per diem rate as established by the U.S. General Services Administration (www.gsa.gov/perdiem), plus applicable taxes. Contractor shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices or paid credit card statements (if description has sufficient detail). Any request for travel-related expense reimbursement must be pre-approved by the City.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: State Legislative Advocacy Services

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	Joe A. Gonsalves & Son
Signature:	
Title:	
Address:	925 L Street, Suite 250, Sacramento, CA 95814

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of April 11, 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and VAN SCOYOC ASSOCIATES, INC., a Washington, D.C. corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Federal Legislative Advocacy Services in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on July 1, 2018 ("Commencement Date") and shall continue through June 30, 2019. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Grace K. Leung, City Manager Pro Tempore, email: gleung@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Laura Morgan-Kessler, email: lmkessler@vsadc.com

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

ATTACHMENT 2

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

By: _____

Its: City Manager

VAN SCOYOC ASSOCIATES, INC.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey Melching

Contractor Information
Address for Notices and Payments:

800 Maine Ave. SW, Suite 800
Washington, DC 20024

Attn: India Allen
Telephone: 202-638-1950
Email: accounting@vsadc.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, 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 Section 1.8 of this Agreement, 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 this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. 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 forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of 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." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. 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.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: 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.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of $50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless 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 which directly or indirectly relate to the work being performed or services being provided under this Agreement, 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 sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 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.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 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 work being performed or services being provided under this Agreement, 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.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be

imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient

compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

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

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to

participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 **Precedence**. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.
Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

2) PART II GENERAL PROVISIONS, Section 2.1.1 – B. Automobile Liability Insurance and D. Professional Liability Insurance, are deleted in its entirety.

PART IV

SCOPE OF SERVICES

FEDERAL LEGISLATIVE ADVOCACY SERVICES

- Review proposed, introduced and amended federal legislation, and proposed and adopted federal administrative rules and regulations, to identify and report on matters potentially affecting the City.

- At the direction of, and on behalf of the City, undertake advocacy, policy analysis and strategy development on federal legislative matters of interest to and/or impacting the City. Present federal legislative issues to the City Council for policy direction as needed.

- Regularly communicate with the City. Provide monthly reports on status of legislation and other related updates, and other reports as needed.

- Draft letters, legislative language and talking points on legislative, budgetary, and regulatory issues as necessary.

- Raise, discuss and assess any affirmative legislative action that may benefit the City, as needed.

- Testify at the direction of, and on behalf of the City, at hearings before legislative and regulatory committees.

- Monitor Federal agency rulemaking and notify the City of potential impacts.

- Schedule meetings for City officials with members of Congress and their staff, the executive branch, Federal agencies and other key stakeholders.

- Support City departments' grant activity, including identifying funding opportunities, facilitating communication with Federal agencies, and advocating for support of the application from legislators and key stakeholders.

- Coordinate and cooperate with other organizations and firms having similar legislative objectives as the City.

- Monitor and report on the federal budget and work to secure funding when appropriate on projects beneficial to the City's interests

- Participate in preparing the legislative policy platform, including identifying potential policy issues and upcoming legislative proposals, as needed.

PART V

BUDGET

Pricing for Federal Legislative Advocacy Services shall be on a time-and-materials basis at the following hourly rates, with hourly billings not to exceed $5,000.00 per month. City Manager retains option to convert contract into a not to exceed $5,000/month retainer.

Vice President:	$350/hour
Project Manager:	$250/hour
Project Assistant:	$175/hour

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total annual compensation for the Scope of Services set forth herein **shall not exceed $60,000.00**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire one (1) year Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Federal Legislative Advocacy Services

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	Van Scoyoc Associates, Inc.
Signature:	
Title:	
Address:	800 Maine Ave. SW, Suite 800, Washington, DC 20024

SCOPE OF SERVICES
STATE LEGISLATIVE ADVOCACY SERVICES

1. Review proposed, introduced and amended state legislation, and proposed and adopted state administrative rules and regulations, to identify and report on matters potentially affecting the City.

2. At the direction of and on behalf of the City, undertake advocacy, policy analysis and strategy development on legislative matters of interest to and/or impacting the City. Present state legislative issues to the City Council for policy direction as needed.

3. Regularly communicate with the City to assess legislative options and discuss policy objectives. Provide monthly reports on status of legislation and other related updates, and other reports as needed. Draft letters, legislative language and talking points on legislative, budgetary, and regulatory issues as necessary.

4. Raise, discuss and assess any affirmative legislative action that may benefit the City, as needed.

5. Testify at the direction of and on behalf of the City at hearings before legislative and regulatory committees.

6. Monitor State agency rulemaking and notify the City of any potential impact.

7. Schedule meetings for City officials with members of the legislature and their staff, the executive branch, state agencies and other key stakeholders.

8. Support City departments' grant activity, including identifying funding opportunities, facilitating communication with state agencies, and advocating for support of the application from legislators and key stakeholders.

9. Coordinate and cooperate with other organizations and firms having similar legislative objectives as the City.

10. Monitor and report on the Budget and work to secure funding when appropriate on projects beneficial to the City's interests

11. Participate in preparing the legislative policy platform, including identifying potential policy issues and upcoming legislative proposals, as needed.

12. Prepare and file all applicable Fair Political Practices Commission (FPPC) lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. (The City acknowledges that it is essential that the City provide the firm with timely information at the end of each calendar quarter as requested by the Firm to prepare, execute and file the FPPC lobbying reports.)

SCOPE OF SERVICES
FEDERAL LEGISLATIVE ADVOCACY SERVICES

- Review proposed, introduced and amended federal legislation, and proposed and adopted federal administrative rules and regulations, to identify and report on matters potentially affecting the City.

- At the direction of and on behalf of the City, undertake advocacy, policy analysis and strategy development on federal legislative matters of interest to and/or impacting the City. Present federal legislative issues to the City Council for policy direction as needed.

- Regularly communicate with the City. Provide monthly reports on status of legislation and other related updates, and other reports as needed.

- Draft letters, legislative language and talking points on legislative, budgetary, and regulatory issues as necessary.

- Raise, discuss and assess any affirmative legislative action that may benefit the City, as needed.

- Testify at the direction of, and on behalf of the City, at hearings before legislative and regulatory committees.

- Monitor Federal agency rulemaking and notify the City of potential impacts.

- Schedule meetings for City officials with members of Congress and their staff, the executive branch, Federal agencies and other key stakeholders.

- Support City departments' grant activity, including identifying funding opportunities, facilitating communication with Federal agencies, and advocating for support of the application from legislators and key stakeholders.

- Coordinate and cooperate with other organizations and firms having similar legislative objectives as the City.

- Monitor and report on the federal budget and work to secure funding when appropriate on projects beneficial to the City's interests.

- Participate in preparing the legislative policy platform, including identifying potential policy issues and upcoming legislative proposals, as needed.

3.5

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: AMENDMENT TO CONSULTANT CONTRACT FOR BUILDING AND SAFETY INSPECTION SERVICES

Director of Community Development

City Manager

RECOMMENDED ACTIONS

Approve an amendment to the consultant services contract with The Code Group, Inc. dba VCA Code, in the amount of $1,025,000 to provide building and safety inspection services, and authorize the Mayor to execute the amendment.

EXECUTIVE SUMMARY

The Community Development Department uses third party staffing providers for building inspectors when the inspection workload exceeds City staff capability. This provides a flexible staffing model that has allowed the City to accommodate increased development. VCA Code is one of six firms that the Community Development Department relies on to provide temporary Building and Safety Inspection Services. In recent years, it has been the most responsive firm, providing a fast turnaround of highly qualified workers at competitive prices. As such, the City has used VCA Code more than the other contracted providers and is close to reaching the maximum contract amount of $975,000. Given the current number of contract workers provided by the firm, staff anticipates that total VCA Code contract expenditures will exceed $1.2 million in FY 2017-18, and expects increased contract expenditures approaching $2 million in FY 2018-19. Therefore, staff recommends a $1,025,000 amendment to VCA Code's existing contract, for a total contract amount not to exceed $2 million per year. The term of the contract runs through FY 2018-19.

Staff anticipates a commensurate reduction in the amount spent with the other inspection services contractors. This amendment, therefore, does not represent an increase in the overall planned expenditure for outsourced inspection services, but rather a shift in work volume from other vendors to VCA Code based on its quality and responsiveness. The overall budgeted amount for inspection services will not change.

In accordance with the City's Purchasing and Contracts Policy, a contract exceeding $1 million requires the Mayor's signature, Finance Commission review, and City Council approval.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At its March 19 meeting, the Finance Commission voted 4-0-1 (Commissioners Sievers, Shute, Dressler and Stein voting in favor; Commissioner Reyno absent) to recommend that the City Council approve an amendment to the consultant services contract with the Code Group, Inc. dba VCA Code, in the amount of $1,025,000 to provide building and safety inspection services, and authorize the Mayor to execute the amendment.

ANALYSIS

The Community Development Department uses a core/contingent staffing model. The department employs only enough permanent City staff to satisfy core workload expectations and hires temporary workers and consultants to assist with any overload.

Since 2010, the City of Irvine has seen a significant increase in development activity. For example, since 2015, construction valuation approached or exceeded $2 billion per year, an increase of 39 percent over 2014 valuations. Although the high level of entitlement activity is beginning to taper off, the large backlog of unbuilt projects will continue to require significant staff resources as the projects move to completion. The department completed 229,674 inspections in FY 2016-17, an 18 percent increase from the previous year. Based on data collected during the first six months of FY 2017-18, the department anticipates completing more than 240,000 inspections by fiscal year end. Based on the large number of unbuilt projects, staff anticipates that the demand for building inspections will continue to climb for the next several years. The following table provides the number of inspections by fiscal year since FY 2008-09.

Fiscal Year	Number of Inspections
FY 2008-09	98,538
FY 2009-10	63,363
FY 2010-11	87,563
FY 2011-12	127,964
FY 2012-13	151,835
FY 2013-14	158,467
FY 2014-15	190,409
FY 2015-16	194,718
FY 2016-17	229,674
FY 2017-18	240,000 (estimated)

The department has relied on third party staffing providers to assist in completing the large volume of inspections associated with recent development activity and has

contracted with several consultant firms to provide qualified staff. A Request for Proposals (RFP) for Building and Safety Inspection and Code Enforcement Services was issued March 18, 2016. Staff evaluated the twelve proposals received and awarded contracts to six firms:

- Bureau Veritas
- CSG Consultants, Inc.
- Interwest Consulting Group, Inc.
- JAS Pacific
- The Code Group Inc. dba VCA Code Group
- Willdan

Although the City may obtain temporary workers from each of the six approved firms listed above, VCA Code has been the most responsive, promptly providing qualified candidates at competitive rates. Due to the quality and responsiveness of VCA Code, the department has drawn a majority of its temporary inspection workers from this firm and fewer inspectors from other firms. As a result, staff is requesting an amendment to the contract with VCA, increasing the annual not-to-exceed value by $1,025,000, from $975,000 to $2 million. Staff anticipates a commensurate reduction in the amount spent with the other inspection services contractors. This amendment, therefore, does not represent an increase in the overall planned expenditure for outsourced inspection services, but rather a shift in work volume from other vendors to VCA Code based on its quality and responsiveness. The overall budgeted amount for inspection services will not change.

In accordance with the City's Purchasing and Contracts Policy, a contract exceeding $1 million in aggregate requires Finance Commission review, City Council approval, and the Mayor's signature. The recommended professional services contract amendment is included as Attachment 1.

ALTERNATIVES CONSIDERED

The proposed contract amendment allows the department increased flexibility when hiring temporary workers. Without the proposed amendment, the department would likely need to terminate the services of two to three temporary staff members currently provided by VCA Code, resulting in the need for new contract inspectors from other firms or City staff to complete all inspections. Due to the significant training necessary for new inspectors, such a change may cause delay and reduced service levels.

FINANCIAL IMPACT

This amendment allows for additional expenditure for contracted inspector services with VCA Code with a commensurate reduction in spending for these services with other firms. Staff is not recommending an increase in the overall budget for these contract inspection services. Funding for this contract is a part of the Fiscal Year 2017-18

Budget in the Building and Safety Fund, which was unanimously approved by the City Council on June 13, 2017 with all members present.

REPORT PREPARED BY Susan Wheelock, Senior Management Analyst

FC ATTACHMENTS

1. VCA Code Contract Amendment 2
2. VCA Code Contract Amendment 1
3. VCA Code Contract

AMENDMENT NUMBER 2
TO "AGREEMENT FOR CONTRACT SERVICES"

THIS AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES (the "Second Amendment") is made and entered into as of March 13, 2018 by and between the City of Irvine, a municipal corporation ("City") and The Code Group, Inc., dba VCA Code, a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of July 1, 2016, City of Irvine contract number 9171 (the "Agreement").

1. "PART V, BUDGET" is modified by increasing the not-to-exceed contract value by $1,025,000 from $975,000 to $2,000,000 for each 12-month period.

2. Except as set forth in this Second Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

By: _____
Pete Carmichael
Its: Director of Community Development

By: _____
Grace K. Leung
Its: City Manager Pro Tempore

By: _____
Donald P. Wagner
Its: Mayor of the City of Irvine

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey Melching

THE CODE GROUP, INC., DBA VCA CODE

By: _____
Its: _____

By: _____
Its: _____

ATTACHMENT 1

COPY

AMENDMENT NUMBER 1
TO "AGREEMENT FOR CONTRACT SERVICES"

THIS AMENDMENT NUMBER 1 TO AGREEMENT FOR CONTRACT SERVICES (the "First Amendment") is made and entered into as of November 23, 2016 by and between the City of Irvine, a municipal corporation ("City") and The Code Group, Inc., dba VCA Code, a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of July 1, 2016, City of Irvine contract number 9171 (the "Agreement").

1. "PART V, BUDGET" is modified to increase the not-to-exceed contract value by $725,000.00 from $250,000.00 to $975,000.00 per each 12-month period.

2. Except as set forth in this First Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

CITY OF IRVINE

By: _____
Susan Emery
Director of Community Development
Its: _____

By: _____
Sean Joyce
Its: City Manager

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey Melching

THE CODE GROUP, INC., DBA VCA CODE

By: _____
Its: PRESIDENT

By: _____
Its: SECRETARY

ATTACHMENT 2

9171A

COPY

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of July 1 2016, by and between the CITY OF IRVINE, a municipal corporation ("City"), and THE CODE GROUP, INC., DBA VCA CODE, a California corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Building & Safety Inspection and Code Enforcement Services in accordance with PART IV, Scope of Services, included herein (reference RFP 16-1038).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on July 1, 2016 ("Commencement Date") and shall continue through June 30, 2019. The City reserves the right to extend this Agreement for up to two (2) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Joseph Kirkpatrick, Chief Building Official, email: jkirkpatrick@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Charles Russell, email: crussell@vcacode.com

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

9171

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

By: _____
Susan Emery
Its: Director of Community Development

By: _____
Sean Joyce
Its: City Manager

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey Melching

THE CODE GROUP, INC., DBA VCA CODE

By: _____
Its: _____

By: _____
Its: _____

Contractor Information
Address for Notices and Payments:

1845 W. Orangewood Avenue #210
Anaheim, CA 92868

Attn: Charles Russell, CBO
Telephone: (714) 363-4700 ext. 150
Email: crussell@vcacode.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate

the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, 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 Section 1.8 of this Agreement, 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 this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed

operations and contractual liability, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. 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 forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of 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." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain

responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of $1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. 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.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: 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.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of $50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

l. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless 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 which directly or indirectly relate to the work being performed or services being provided under this Agreement, 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 sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 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.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 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 work being performed or services being provided under this Agreement, 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.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the

payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any

other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

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

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this

Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 **Construction and Amendment**. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 **Severability**. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 **Authority**. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 **Special Provisions**. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 **Precedence**. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.
Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

2) **Contractor Background Check Requirements.** Prior to commencing services, Contractor workers are required to successfully pass a California Department of Justice Live Scan Fingerprinting background check ("Live Scan") performed by the City of Irvine Police Department. The Contractor shall be responsible for obtaining the Live Scan for its workers prior to performing work and shall bear the cost thereof. The City's Human Resources staff will coordinate the scheduling of the Live Scan. On the day of the Live Scan, the worker must obtain an application form from the City of Irvine Human Resources Division (located on the third floor of the Civic Center). Upon completion of the application form, the worker will be directed to the Police Department, where the Live Scan will be performed. The worker must possess a photo ID such as a Driver's License at the time of the Live Scan. Also at the time of the Live Scan, payment must be made to the Police Department via cash or check made payable to "The City of Irvine." The cost of the Live Scan is approximately $51. Credit cards are not accepted. The Police Department will provide the City's Human Resources Division with the results of the Live Scan. Human Resources staff will then notify the Contractor and City Representative of the results.

3) Contractor shall provide contractor workers who possess all necessary license and certifications including certification by the International Code Council in the appropriate inspection specialty.

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I.

Building & Safety Inspection and Code Enforcement Services

Contractor shall provide inspection workers to perform building/structural, mechanical, plumbing, electrical and combination inspection of buildings and structures for conformance with the California Building, Mechanical, Plumbing, Electrical, Green Building, Energy Codes and City Codes and ordinances. Contractor to provide code enforcement inspection workers to perform code enforcement activities related to the enforcement of City and state codes for existing construction.

Contractor shall provide inspection workers competent and knowledgeable in construction materials, methods, codes and standards in the field in which they are performing inspections. Contractor shall provide inspection workers competent and knowledgeable in the principles of code enforcement. All assignments must first be approved by the Chief Building Official, who may also terminate such assignments at any time. Inspection workers shall have certification by the International Code Council in the appropriate inspection specialty. Knowledge of State Title 24 Accessibility regulations is required. CASp certification may be required for certain assignments.

Contractor pricing shall provide a mark-up percentage rate to be added to the hourly rate paid to the individual contract worker. Individual rates shall be determined on a case-by-case basis considering the nature of the intended assignment.

When agreed upon by the City and Contractor, Contractor shall provide vehicles to assigned contractor workers. Vehicles shall be late model white pick-up trucks outfitted with a roof-mounted safety beacon and shall display a "City of Irvine Contract Inspector" dash board placard (to be provided by the City). The placard shall be displayed while performing City business but shall be removed during all other times. A lump sum per month per vehicle rate shall be provided in the pricing structure. Late model shall mean a vehicle whose model year is within three (3) calendar years from the year of the initial assignment date.

If a vehicle is not provided by the Contractor as part of a contractor worker's assignment terms, mileage reimbursement shall be paid in accordance with federal mileage rate as established by the U.S. General Services Administration.

Upon reporting to work assignment with the City of Irvine, the contractor worker shall possess the following items:

A) Set of applicable building codes as adopted by the City of Irvine at the time of assignment. Such set of codes shall be updated as necessitated by code adoptions during the assignment period. Applicable codes vary by assignment as follows:

- Commercial Building Inspector - California Building Code Vol. 1, California Green Building Standards Code (CalGreen);

- Commercial Electrical Inspector - California Electrical Code, California Green Building Standards Code (CalGreen);

- Commercial Plumbing and Mechanical Inspector - California Plumbing Code, California Mechanical Code, California Green Code (CalGreen);

- Residential Combination - California Building Code Vol. 1, California Electrical Code, California Plumbing Code, California Mechanical Code, California Residential Code, California Green Building Standards Code (CalGreen)

B) Equipment, including but not limited to, cellular telephones; rain gear; tape measure; circuit tester; and moisture meter, if applicable, to the type of inspections to be performed.

All inspections are to be completed on the workday following the receipt of the request for inspection and using City-established policies and procedures. Contractor inspection workers will be located at the Irvine Civic Center when required by the City.

Services provided by contractor workers shall be of the highest quality and shall be provided in a customer-friendly, timely and professional manner.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.

Contractor pricing shall provide a mark-up percentage rate to be added to the hourly rate paid to the individual contractor worker. Individual rates shall be determined on a case-by-case basis considering the nature of the intended assignment.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed $250,000.00 per each 12-month period**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire three (3) year Agreement term. Thereafter, any proposed mark-up adjustment for follow-on subsequent annual renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to contract expiration; at which time, the City shall review for reasonableness. Any mark-up adjustment must be mutually agreed upon by City and Contractor.

Contractors submitting mileage reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, and amount not to exceed the federal mileage rate as established by the U.S. General Services Administration (www.gsa.gov/perdiem). Contractor shall attach supporting documents substantiating all expenses. Any request for mileage expense reimbursement must be pre-approved by the City.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Building & Safety Inspection and Code Enforcement Services

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☒ **I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS ($100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	6/29/16
Contracting Firm:	The Code Group, Inc., dba VCA Code
Signature:	
Title:	PRESIDENT
Address:	1845 W. Orangewood Avenue, #210, Orange, CA 92868

D. REFERENCES & SIMILAR WORKS

VCA's full range of building inspections consists of structural, mechanical, electrical, plumbing, civil, geotechnical, and fire-life protection for many types of structures. Our expertise is well-known by many jurisdictions, including:

City of San Marino
David Saldana, CBO
2200 Huntington Dr.
San Marino, CA 91108
(626) 300-0700
dsaldana@cityofsanmarino.org

Building Plan Review and Inspection
Huntington Library Expansion
Chase Bank Interior Remodel
(Provided Services Since 1997)

City of Bradbury
Michelle Keith
City Manager
600 Winston Ave.
Bradbury, CA 91008
(626) 358-3218
mkeith@cityofbradbury.org

Full Building Department
Building Official
Staffing and Inspection Services
Engineering Plan Review
(Provided Services Since 2008)

City of Newport Beach
Seimone Jurjis, CBO
Building Department
P.O. Box 1768
Newport Beach, CA 92658
(949) 644-3282
sjurjis@newportbeachca.gov

Building Plan Review and Inspection
Contract Plan Review
Staffing and Inspection Services
(Provided Services Since 2007)

Steve Bailey, CBO
City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069
323-848-6892 sbailey@weho.org

Building Plan Review and Inspection
In-house Plan Review
Staffing Services
(Provided Services Since 2014)

E. SCOPE OF SERVICES, THE FIRM'S APPROACH AND QC

VCA's policies to quality management is a multi-layer approach which consists of a project manager dedicated to the goals of the client, and continuing education and training for all staff members to keep VCA at the forefront of knowledge, technology, and code development. VCA continually updates an extensive library of all applicable and adopted building codes and reference standards; and modifies and upgrades review standards to reflect code changes and to guarantee that field personnel are up-to-date and in alignment with the current standards.

Continuing education for Field Staff: VCA encourages field and code enforcement officers to obtain additional licenses and reimburses them for their achievements. In addition, VCA provides all field staff with the code books and equipment such as tape measures, sophisticated levels, and other gear. And we provide allowances for cell phones and mileage reimbursement if a City vehicle is unavailable.

And lastly, we participate in the code development community for the purpose of contributing when called upon and by keeping abreast of the policies changes with the different agencies in our state.

F. Scope of Work Approach – Building Inspectors

VCA will provide all of the services specified in the RFP for Building Inspection and Code Enforcement. It is our management philosophy that regulation of building construction through effective enforcement of adopted codes is beneficial to the public interest and the building industry. We believe in a cooperative effort between the building industry and regulatory agencies for the benefit of all.

a. **Regarding inspections,** VCA has several ICC certified inspectors, some with multiple licenses and a strong combination inspection background. VCA attracts and retains talent through our commitment to training of codes, compliance, and not only encourages but reimburses our inspectors for their achieving each new ICC certification. In addition our inspectors are trained well about the importance of excellent communication skills while meeting with members of the community. Our inspectors are trained to help an applicant understand about an issue and that their role is to assist and ensure an applicant's life safety.

b. **Regarding Code Enforcement,** VCA also has a number of Code Enforcement individuals with dual certification in the field of inspection and also encourages their continued education. Our employees are trained well and understand the importance of communicating well with each stakeholder. And our employees are provided the tools necessary to do their job well on behalf of the City.

c. **Regarding structural,** the qualifications of our staff include more than 50 licensed professionals and/or ICC certified employees capable of evaluating any type of structure or occupancy. Our employees interact well with all stakeholders and are seen as an extension of City staff with a seamless and effective outcome.

Services and Procedures

Our inspection services include the following services and procedures:

- Qualified ICC certified inspectors
- Compliance with all City policies and procedures
- Combination inspections
- Written corrections and record keeping
- Compliance with AB 717
- Coordination with other agencies

Qualified ICC Certified Inspectors

Our inspection personnel will perform the same duties as a regular City Building Inspector and in accordance with all City codes and ordinances, including the following:

Building Inspections:

- Foundation Inspection - after all reinforcing steel is in place
- Concrete slab or under-floor inspection
- Frame inspection
- Lath or gypsum board inspection
- Oversight of work performed by special inspectors
- Other inspections as required to ascertain compliance with the Building Code or other laws enforced by the Building Official
- Final building inspection

Plumbing Inspections:

- Underground installations
- Waste lines
- Water piping
- Plumbing top out
- Shower pans
- Sewer lateral and connection
- Gas piping

- Gas test
- Other inspections as required to ascertain compliance with the Plumbing Code
- Final plumbing inspection

Mechanical Inspections:

- Underground ducts and piping
- Ducts and piping
- Return air
- Combustion air
- Exhaust systems
- HVAC equipment including FAU
- Vents and registers
- Fire dampers
- Other inspections as required to ascertain compliance with the Mechanical Code
- Final mechanical inspection

Electrical inspections:

- Temporary power poles
- Underground conduit
- Main service entrance
- Sub-panels
- Grounding and GFI
- Rough wiring
- Receptacles and fixtures
- Smoke detectors
- Other inspections as required to ascertain compliance with the Electrical Code
- Final electrical inspection

Compliance with all City policies and procedures

VCA inspection personnel will act as an extension of the City's own staff. Our inspectors comply with all policies and procedures established by the City of Irvine. Our inspectors will inspect all work in accordance with the Approved plans. Whenever a question arises regarding an

interpretation of the Code or the approved plans, our inspectors will consult with a member of the City staff for a final determination.

Combination Inspections

VCA inspection personnel are experience and certified in more than one area and will perform combination inspections for residential projects, tenant improvements and other developments which do not require highly specialized inspections.

Written corrections and record keeping

VCA inspections are trained to maintain detailed and accurate correction notices and inspection records. All inspections will be recorded in accordance with the City's established procedures. Each correction is written in plain language stating the item shown on the plans that are deficient and the requirement that must be indicated in order to show compliance with the code.

Benefits of Effective Communication

In addition, our inspectors are trained how to communicate with the members of the community. Utilizing their understanding that an applicant may face timing issues, possess a lack of familiarity with codes, or laws, our inspectors patiently explain the benefits of the code and inspection process as it relates to their life safety and compliance with the law.

G. SCOPE OF WORK APPROACH – CODE ENFORCEMENT OFFICERS

Code Enforcement and Related Experience

VCA provides services for various jurisdictions including Code Enforcement Officers. The staff of our code enforcement officers has worked in cities located in both Orange and Los Angeles Counties. The selected team of code enforcement officers has qualifications that exceed the City's standards and is eager to provide on-call enforcement services. The VCA team brings a wealth of technical capabilities and field experience to perform the needed duties as outlined in the scope of work. All team members are PC 832 qualified for the purpose of writing citations when directed by supervision or in the performance of their duties.

The range of experience includes the process to abate public nuisance according to set policies and adopted ordinances, to assist owners of properties to mitigate various violations by approved policies and procedures for the City. Also, to alert the property and business owners in the business community of commercial violation and cooperate with the owners in achieving compliance with approved procedures. These code officers are cognizant of the fact that in times of financial hardship, the administrative authority must use all avenues to achieve compliance with

adopted ordinances. The issuance of a citation will be in compliance with City mandates. Additionally, the VCA team of officers has been involved with sensitive issues which require discretion and expedited results.

H. Quality Assurance

VCA believes the quality of building inspections is derived from the hands-on theory of practical construction experience combined with technical training produces a quality inspector who's objective is to thorough, unbiased and straightforward.

Inspection is one important and effective tool that serves the task of assuring quality, a tool that has evolved and continues to change in parallel with construction practices. Within the context of these practices, there are extensions and alternatives to inspection that different agencies may use to improve their ability to achieve quality facilities. VCA drew on this assessment of agencies and private practices to develop what these extensions and alternatives are and how they can be used. We are committed to providing quality service and enthusiastically look forward to continuing our working relationship through proven policies and procedures.

Continuing education is another element embedded into the formula for quality assurance. For this reason, VCA has incorporated a minimum number of training hours per year that each inspector is required to accomplish. These factors accompanied by strong leadership will establish a quality inspection program that will bring credit to the Building Department.

I. Approach to Cost Effective Turnaround

VCA believes the quality of building inspections is derived from both hands-on theory of practical construction experience combined with technical training. This ensures a quality inspector who's objective is to be thorough, unbiased and straightforward for each inspection conducted.

Thorough Inspections

VCA believes that inspectors are the most essential part of the building department function. The inspector is the last phase of the building department process. When the inspector approves the job and allows occupancy, the last step in assuring compliance with adopted codes has occurred. Thoroughness of the inspector determines whether safety and code compliance measures are taken and thereby provide for a safe and accessible building product.

VCA's field inspectors will provide thorough inspection, with written corrections when needed and provide direction to the applicant to achieve compliance. Many applicants, mostly home owners are unaware of building code requirements. The inspector must use quality discretion in providing assistance which is within the guidelines of the Building Department. Knowledge of building codes tempered with a high level of customer service can produce an atmosphere of gratitude from any applicant.

ATTACHMENT II

Plan Check and Inspection Services:

Percentage of Fees Collected (10/7/5)	**70%**
Percentage of Fees Collected Expedited Plan Check (5/5/5)(residential and T.I.)	**75%**
(Unique or commercial projects can be a case by case basis, call for turnaround times)	
(Fixed fee reviews are limited to 3 checks, after 3 reviews, hourly rate will be applied)	
Partial Plan Check	50%
Plan Check Engineer (if no fee Percentage of Fees Collected)	$ 95.00
Check Mechanical, Electrical, Plumbing Plan Engineer II	
Grading Plan Review Engineer II	
Fire Protection Engineer II	

Hourly Fees:

Principal	$160.00
Certified Building Official	$135.00
Assistant Building Official	$115.00
Structural Engineer	$125.00
CASp Consultant Services	$150.00
CASp Consultant Plan Check	$150.00
Non Structural Plan Checker	$ 85.00
NPDES Review	$ 85.00
Combination Building Inspector	$50.00 to $75.00
Senior (Commercial) Building Inspector	$55.00 to $85.00
Grading Inspector	$50.00 to $75.00
Code Enforcement Officer	$45.00 to $75.00
Permit Technician	$45.00 to $55.00
Clerical/Administration	$40.00 to $50.00

Individual Contract Workers at the City: VCA is willing to provide this option and will work with the City regarding hourly price rates and mark-up percentages.

Planning Plan Check and Inspection Services

Senior Planner (AICP)	$125.00
Planner	$105.00
EIR Specialist	$115.00

Green and Energy Services

CALGreen/LEED/Build it Green Consultant	$115.00
Certified Energy Analyst (Energy Modeling)	$115.00
Certified Energy Plans Examiner (CEPE)	$ 95.00
HERS Rater	$115.00

Automobile Travel:

Mileage: In accordance with the IRS mileage reimbursement rate in effect at the time the service is performed for all building inspectors and plan check staff performing site observations.

Outside Services:

A 15% or agreed upon fee for administrative coordination and handling will be added to subcontracted services such as, but not limited to, rebate and tax programs, reports, marketing, awards, green documentation, and other specialized services when such services are specifically requested in writing in advance.

VCA is pleased to be of service to the City of Irvine and we are open to discuss all rates and mark-ups.

3.6

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: NAMING OF THE FITNESS CENTER AT RANCHO SENIOR CENTER

Director of Community Services

City Manager

RECOMMENDED ACTION

Approve naming of the fitness center at Rancho Senior Center the "Harrel Fitness Center."

EXECUTIVE SUMMARY

In October 2017, Irvine Senior Services received a $120,000 donation from the Harrel Administrative Trust in memory of Mieko "Miki" Harrel, a Senior Services volunteer and patron, and her husband, Command Sergeant Major Edward Lee 'Bud' Harrel. The family has requested that the funds be used to provide outreach services to vulnerable seniors and for the purchase of new fitness equipment at Rancho Senior Center. In addition, consideration to name the fitness center the "Harrel Fitness Center" is requested to publicly recognize their commitment to serving the senior population. The letter from the Harrel family is presented as Attachment 1, and the biographies of Command Sergeant Major and Mrs. Harrel are presented as Attachment 2.

In accordance with City Council Resolution No. 07-24 Naming Policy, presented as Attachment 3, the Community Services Commission is recommending the naming for City Council consideration.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

At the February 15, 2018 Irvine Senior Citizens Council meeting, staff presented the donation received from the Harrel Trust and the proposed naming of the fitness center at Rancho Senior Center the "Harrel Fitness Center". The Senior Council expressed support for this recommendation.

On March 21, 2018, the Community Services Commission unanimously approved a recommendation that the City Council approve the naming of the fitness center at the Rancho Senior Center the "Harrel Fitness Center."

ANALYSIS

On March 13, 2007, the City Council adopted Resolution No. 07-24, presented as Attachment 3, outlining policies and procedures for naming facilities and amenities in recognition of significant contributions by individuals (living or deceased).

In accordance with Exhibit A of Resolution No. 07-24, the recognition criteria and process is as follows:

> *Community member recognition via the naming of streets, parks, park features, off-street trails, community facilities and other City amenities —*
>
> When the City Council chooses to recognize an individual's outstanding contributions in the naming of City streets, parks, park features, off-street trails, community facilities or other City amenity, the process and criteria detailed below are applicable.
>
> *Recognition Criteria -*
> a) Nominees are now or have been an Irvine resident, been employed within the city of Irvine, been a student of an Irvine school, or shall have otherwise had a significant connection with the city; or
>
> b) Nominees are now or have been a community leader and have made a significant financial contribution toward the acquisition and/or development of the facility. "Facility" includes recreational or public structures, e.g., gardens, groves, fields and buildings; or
>
> c) Nominees have made outstanding contributions to the community as determined by the City Council. These contributions may include service, land, funds, securities or other valuable assets. "Contributions to the community" may include those in the fields of education, business, religious, service groups, and not-for-profit organizations.
>
> Consideration shall be given to those individuals not overly recognized in the past. Facilities shall be named in honor of individuals that have not been previously named for other facilities.
>
> *Recognition Process -*
> a) The Community Services Department shall receive proposals to recognize individuals on City-owned lands, with the exception of proposals initiated by individual City Council members, which shall be submitted to the City Council directly. A list of naming opportunities is attached as Exhibit B.
>
> b) Completed proposals for recognition (other than City Council member proposals) will be agenized for the Community Services Commission. The Commission recommendations will be brought to the City Council for approval.

c) The Community Services Commission may decide to solicit input from City committees or other City commissions prior to making its final recommendation to City Council.

d) If City Council approval is received, costs involved in the naming of parks, streets, off-street trails, facilities, recreational amenities or structures other than those normally funded by the City or otherwise approved by City Council (such as statues, signage and plaques) will be borne by the applicant.

e) Following receipt of any required funds, the City will implement the form of recognition approved by the City Council and the appropriate information will be added to the electronic registry of honorees on the City's website.

In accordance with Exhibit B, Listing of Naming Opportunities, the Resolution identifies examples of naming opportunities at various City facilities. The fitness center at Rancho Senior Center is an available naming opportunity. This proposed naming of the "Harrel Fitness Center" will be the first naming at the Rancho Senior Center.

The proposed room naming is consistent with Resolution No. 07-24 and consideration to honor Command Sergeant Major and Mrs. Harrel for their service to the community is requested. If approved, City staff will contact the Harrel family to coordinate the room naming ceremony at Rancho Senior Center in late 2018.

ALTERNATIVES CONSIDERED

The Community Services Commission could choose not to approve the room naming request or direct staff to seek an alternate recognition.

FINANCIAL IMPACT

The Harrel donation of $120,000 will provide outreach services to vulnerable seniors and provide new fitness equipment for the fitness center at the Rancho Senior Center. The donation will cover all expenses associated with the proposed naming of the fitness center.

REPORT PREPARED BY Laurie Hoffman, Director of Community Services

ATTACHMENTS:
1. Donation Letter from Harrel Family
2. Biographies of Command Sergeant Major and Mrs. Harrel
3. City Council Resolution No. 07-24 (Naming Policy)

29 September 2017

Irvine Senior Center
City of Irvine
20 Lake Road
Irvine, CA 92604

Greetings,

The Irvine Senior Center has been listed as beneficiation in the Will of Command Sergeant Major Edward Lee "Bud" Harrel, US Army, and his wife, Mieko I Harrel.

We know Miki's generous heart will be remembered by anyone who knew her. She received more than she gave with her years of volunteer service, and considered all to be her friends.

Miki was so proud of her husband's 30 years of military service. 'Eddie' would receive twenty-six awards and decorations from four countries. His awards include the Bronze Star, Vietnamese Cross of Valor and two Presidential Commendations. He was twice awarded the Purple Heart medal for wounds received in combat.

May their generous legacy live on with this gift. The request is that it be used in the area of greatest need.

Sincerely,
Diane and Lora Gorsky

Please, please draw this gift no later than 30 December 2017.

ATTACHMENT 1

RANCHO SENIOR CENTER FITNESS CENTER NAMING
MIEKO AND EDWARD HARREL

Mieko 'Miki' Harrel

Mieko Harrel, a long time Senior Services volunteer and patron passed away in 2017. Mrs. Harrel was a Hiroshima survivor, later becoming a Military wife who traveled the world and exhibited graciousness and kindness to all she met. Everyone remembers Mrs. Harrel cordiality as the host for the Irvine Senior Council, and her decade long volunteer service with Senior Services. Mrs. Harrel was an active participant at the Rancho Senior Center, participating in the Fitness Center and Bridge programs. Mrs. Harrel consistently demonstrated courtesy and service to others and her priority was to meet the needs of homebound, vulnerable seniors. Mieko was well known and regarded for her very generous heart. She often stated she received more than she gave as a volunteer, and provided hundreds of volunteer hours to Irvine's senior community.

Edward Lee 'Bud' Harrel

Command Sergeant Major Edward Harrel served in multiple branches of the United States Armed Forces, including the Navy, Naval Reserve, Army and National Guard between 1943 and 1977. Throughout his military career, he served in World War II, Korea and Vietnam and received 26 awards and decorations from 4 countries. His awards include the Bronze Star, Vietnamese Cross of Valor and two Presidential Commendations. In addition, he received the Purple Heart medal twice for wounds received in combat.

Edward and Mieko Harrel were Irvine residents between 1978 and 2017.

ATTACHMENT 2

CITY COUNCIL RESOLUTION NO. 07- 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE TO ESTABLISH POLICY FOR NAMING OF CITY STREETS, OFF-STREET TRAILS, PARKS, PARK FEATURES, COMMUNITY FACILITIES, AND OTHER CITY AMENITIES; TO FACILITATE RECOGNITION OF OUTSTANDING SERVICE AND/OR DONATIONS OF FUNDS AND PARK IMPROVEMENTS BY COMMUNITY MEMBERS; AND SUPERSEDING ALL PREVIOUS RESOLUTIONS AND POLICIES THAT ARE INCONSISTENT WITH THIS RESOLUTION

WHEREAS, the City Council approved "Procedures for Naming City Facilities and Amenities and for Recognizing Significant Contributions by Individuals (Living or Deceased)" within City Council Resolution No. 02-146, adopted October 22, 2002, and

WHEREAS, the Community Services Commission had previously adopted policies and procedures for naming public facilities and recognizing community members, some of which are currently in conflict with Resolution No. 02-146, and

WHEREAS, the City Council has an interest in establishing consistent procedures whereby Irvine parks, park features, off-street trails, community facilities and amenities, including streets, may be named, and it is appropriate to combine elements from the Community Services naming and recognition policies with procedures approved by City Council Resolution No. 02-146, and

WHEREAS, City Council also has an interest in acknowledging community members on a "Wall of Recognition" at Colonel Bill Barber Marine Corps Memorial Park,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRVINE does hereby resolve as follows:

SECTION 1. Adopt the attached "Naming and Recognition Procedures for City Parks, Park Features, Community Facilities and other City Amenities, including Streets" (inclusive of Exhibits A and B)

SECTION 2 Adopt the attached "Financial Contribution Recognition Program" (inclusive of Exhibit C)

SECTION 3. Adopt the attached "Wall of Recognition Program" (inclusive of Exhibit D)

ATTACHMENT 3

SECTION 4. Adopt the attached "Park Improvement Recognition Program" (inclusive of Exhibit E)

SECTION 5. Resolution No. 02-146 and all previous resolutions, policies and procedures in conflict herewith are hereby superseded.

SECTION 6. This Resolution becomes effective immediately upon approval.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 13th day of March 2007.

MAYOR OF CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, SHARIE APODACA, City Clerk of the City of Irvine, DO HEREBY CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 13th day of March 2007.

AYES:	5	COUNCILMEMBERS:	Agran, Choi, Kang, Shea, and Krom
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	0	COUNCILMEMBERS:	None

CITY CLERK OF THE CITY OF IRVINE

EXHIBIT A

NAMING AND RECOGNITION PROCEDURES FOR CITY PARKS, OFF-STREET TRAILS, PARK FEATURES, COMMUNITY FACILITIES AND OTHER CITY AMENITIES, INCLUDING STREETS

The following criteria and procedures shall be utilized in naming or renaming City streets, parks, park features, community facilities and other City amenities, including but not limited to all recreational amenities or structures (such as athletic fields and courts, recreation/community centers, public buildings, public off-street trails, arts facilities, groves and gardens).

1. *Naming of Streets*

   City streets will be named in accordance with the procedures detailed in the Community Development Department's "Addressing and Street Naming Policy", unless City Council chooses to recognize an individual's outstanding contributions in accordance with item three following.

2. *Naming of parks, park features, off-street trails, community facilities and other City amenities*

   City parks, park features, off-street trails, community facilities and other City amenities will be named by the Community Services Commission for any of the following: area in which they exist, geographical places, historical places and events. Names will be determined through the process detailed below (paragraphs "a" through "d"), unless the City Council chooses to recognize an individual's outstanding contributions in accordance with item three following.

   a) Whenever a park, park feature, off-street trail, community facility or other City amenity is to be named, the City will place a notice or ad in the local newspaper requesting that names be submitted for consideration.

   b) The Community Services Department shall receive recommendations for naming; submissions will be presented to the Community Services Commission for consideration.

   c) The Community Services Commission may solicit input from City committees or other Commissions; however, the Community Services Commission shall act as the final approval authority.

   d) The locations of the beginning and the end of trails to be named will be indicated in the staff report. The City shall use a standard street sign upon which trail names will be located. The number and locations of the signs will be designated at the discretion of the Public Works Director. Standard trail signs will be placed as deemed appropriate by the Director of Public Works, and as funding is available.

3. *Community member recognition via the naming of streets, parks, park features, off-street trails, community facilities and other City amenities* –

When the City Council chooses to recognize an individual's outstanding contributions in the naming of City streets, parks, park features, off-street trails, community facilities or other City amenity, the process and criteria detailed below are applicable. In instances of street naming, this process and criteria are applicable in addition to the procedures specified in the Community Development Department's "Addressing and Street Naming Policy".

Recognition Criteria -

a) Nominees are now or have been an Irvine resident, been employed within the city of Irvine, been a student of an Irvine school, or shall have otherwise had a significant connection with the city; or

b) Nominees are now or have been a community leader and have made a significant financial contribution toward the acquisition and/or development of the facility. "Facility" includes recreational or public structures, e.g., gardens, groves, fields and buildings; or

c) Nominees have made outstanding contributions to the community as determined by the City Council. These contributions may include service, land, funds, securities or other valuable assets. "Contributions to the community" may include those in the fields of education, business, religious, service groups, and not-for-profit organizations.

Consideration shall be given to those individuals not overly recognized in the past. Facilities shall be named in honor of individuals that have not been previously named for other facilities.

Recognition Process -

a) The Community Services Department shall receive proposals to recognize individuals on City-owned lands, with the exception of proposals initiated by individual City Council members which shall be submitted to the City Council directly. A list of naming opportunities is attached as Exhibit B.

b) Completed proposals for recognition (other than City Council member proposals) will be agendized for the Community Services Commission. The Commission recommendations will be brought to the City Council for approval.

c) The Community Services Commission may decide to solicit input from City committees or other City commissions prior to making its final recommendation to City Council.

d) If City Council approval is received, costs involved in the naming of parks, streets, off-street trails, facilities, recreational amenities or structures other than those normally funded by the City or otherwise approved by City Council (such as statues, signage and plaques) will be borne by the applicant.

e) Following receipt of any required funds, the City will implement the form of recognition approved by the City Council and the appropriate information will be added to the electronic registry of honorees on the City's website.

EXHIBIT B

LISTING OF NAMING OPPORTUNITIES

The following are examples of the naming opportunities that could be made available. Other alternatives may be added to this list as they are identified.

Civic Center

Council Chambers
Plaza
Lobby
Conference and Training Center
Meeting Rooms

Lakeview Senior Center

Entire building
Volunteer Center
Game Room

Rancho Senior Center

Entire building
Ballroom
Fitness Center
Multipurpose Room

Community Parks

Entire buildings
Fields and courts
Playgrounds
Multipurpose rooms
Patios
Amphitheater (TRCP)
Meeting Rooms
Trees
Tennis Complexes
Wilderness Center at Quail Hill

Colonel Bill Barber Marine Corps Memorial Park

Rose Garden
Future Gymnasium
Future Community Center

Fine Arts Center

Entire building
Lobby
Courtyard
Studios

Turtle Rock Nature Center

Entire Building
Classrooms
Trail

Bommer Canyon

Future Building
Trailhead

Central Bark

Animal Care Center

Entire Center
Individual Buildings

William Woollett Jr. Aquatics Center

Pools

Transportation Center

Operations Support Facility

Tennis Complex

Open Space

Trails and Trailheads

EXHIBIT C

FINANCIAL CONTRIBUTION RECOGNITION PROGRAM

The following establishes procedures for individuals to recognize friends and loved ones through monetary contributions to acquisitions, development and operational costs, special equipment, scholarships and a variety of programs within the City.

Process:

1. Donations shall be received by the City Clerk, who will coordinate with the appropriate staff to forward funds to the designated section's interest-bearing special fund account. No administrative fees will be deducted from contributions. Donors may specify in writing that funds be earmarked for acquisition, development, operational costs, special equipment, scholarships or a specific City program.

2. Donations of funds shall be mailed or hand-delivered to the City of Irvine, Attention: City Clerk, One Civic Center Plaza, P.O. Box 19575, Irvine, CA 92623-9575. Donors shall designate which program will be the recipient of funds received, the name of the individual or group being honored, the contact information for the donor and a name and address of an individual to be notified of the contribution. Only checks and money orders will be accepted. Contributions are tax deductible to the extent allowable by law.

3. The City Clerk will acknowledge the donation in writing. The individual being honored will be notified of the contribution. The donor name and contribution will not be revealed unless specified in writing by the donor.

4. The donation will be recognized in accordance with the City's donation acceptance policy (City Council Resolution 03-123 or as amended).

5. Donors may choose to donate to any of a number of programs.

EXHIBIT D

"WALL OF RECOGNITION" PROGRAM

Colonel Bill Barber Marine Corps Memorial Park

The following establishes a procedure for acknowledgement of community members via a "Wall of Recognition" and seating walls located at Colonel Bill Barber Marine Corps Memorial Park.

Wall of Recognition:

1. Requests for inclusion on the Wall of Recognition shall be submitted to the City Clerk in the form of a personal letter from the nominator which shall include the proposed honoree's name and a justification for the recognition. The letter shall also include the nominator's contact information and that of the honoree, if applicable.

   Members of City Council may submit nominations to the City Council for consideration.

2. Nominations shall be submitted by, but are not limited to, the honoree's family member, a member of the Irvine community, a local official, or someone from a non-profit organization or business with which the proposed honoree is affiliated.

   d) Nominees are now or have been an Irvine resident. A resident is defined as an individual who has lived, been employed, or been a student of a school within the City of Irvine.

3. Nominees may be eligible for inclusion on the Wall of Recognition based on criteria such as, but not limited to any of the following:

   - Nominee has demonstrated creativity and/or initiative in providing service to the community
   - Nominee has provided long-term service to the community, the State or the Nation
   - Nominee has provided unique contributions that are marked by excellence and are worthy of honor
   - Nominee made a distinct, significant contribution to the betterment of the City
   - Nominee demonstrated exceptional determination, character, commitment, and/or leadership
   - Nominee died in the line of duty serving the City, the State or the Nation

4. Nomination letters meeting applicable criteria will be forwarded to the City Council for consideration at an upcoming meeting.

5. Honorees will be recognized with placement of a permanent standardized 3" x 6" plaque that includes honoree name, achievement (or reason for recognition) and date of recognition. Plaques honoring those military personnel who have died in the line of duty shall be installed at the Veterans' Memorial area in the park at the flagpole.

6. The appropriate information will be added to the electronic registry of honorees on the City's website

7. Costs for purchase, placement and maintenance of plaques will be borne by the City in appreciation of the individual's contributions.

Seating Walls:

1. Requests for recognition via plaques on the seating walls shall be submitted to the Community Services Department in the form of a personal letter which shall include the proposed honoree's name and reason for the recognition. The letter shall also include the nominator's contact information and that of the honoree, if applicable.

2. Nominations shall be submitted by, but are not limited to, the proposed honoree, the honoree's family member, a member of the Irvine community, a local official, or someone from a non-profit organization or business with which the proposed honoree is affiliated.

3. Nominees are now or have been an Irvine resident. A resident is defined as an individual who has lived, been employed or been a student of a school within the City of Irvine.

4. Nominees meeting the criteria will be recognized with placement of a permanent standardized 3" x 6" plaque that includes honoree name, achievement (or reason for recognition) and date of recognition. Costs for purchase, placement and maintenance of the plaque will be paid by the nominator or honoree, based upon agreement prior to the plaque's placement on a seating wall.

EXHIBIT E

PARK IMPROVEMENT RECOGNITION PROGRAM

The following establishes the procedure enabling individuals to recognize friends and loved ones through donation of materials, furniture and equipment. This recognition takes the form of planting and dedication of trees and ornamental plants in City parks and opportunities to donate City-approved benches, fountains or related park equipment.

Process:

1. Donations of materials, furniture, equipment or plants shall be submitted to and approved by the Community Services Department, which will coordinate with the appropriate staff as to any determinations for the type and/or placement of the park improvement. The Community Services Commission and City Council shall be notified of all park improvement donations.

2. Cost of the purchase and installation of the improvement (and plaque and/or dedication ceremony, if applicable) will be borne by the donor. Any surplus funds resulting from the donation will be held in an interest-bearing special fund account for maintenance of same. Donations may be accepted at any time.

3. Donors may participate by funding the following: a rosebush; a 15-gallon, 5-6 foot tree or a 24-inch box, 12-13 foot tree purchased and planted by Public Works; larger or specimen trees based upon special arrangement with the Public Works Landscape Section in accordance with the approved park planting palette. Pricing will be determined by the Director of Public Works.

4. Donors may participate by funding park furniture and equipment such as benches, drinking fountains and tables. Equipment selections must be made in conjunction with Community Services Department staff and meet City standards.

5. Donors of park improvements may provide recognition through a 3"x 6" bronze plaque purchased by the City and installed on a centrally located donor plaque; text is limited to "In Honor of _____" and dates or years.

6. Donors of major park improvement gifts (e.g., structure, play yard, courts) may elect to provide a dedicatory plaque not exceeding 10"x 12" with name, date and appropriate text not exceeding 25 words.

7. Small-plaque inscriptions will be approved by the Community Services Department. The Community Services Commission will approve large-plaque inscriptions upon recommendation by Community Services Department staff. No private advertising or permanent promotional signage is permitted.

3.7

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: FISCAL YEAR 2018-19 ROAD MAINTENANCE AND REHABILITATION ACCOUNT PROGRAM (SENATE BILL 1) PROJECT LIST

Director of Public Works

City Manager

RECOMMENDED ACTION

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE LIST OF PROJECTS PLANNED TO BE FUNDED IN FISCAL YEAR 2018-19 WITH ROAD MAINTENANCE AND REHABILITATION ACCOUNT REVENUES

EXECUTIVE SUMMARY

The City is eligible to receive an estimated $4.4 million for roadway maintenance from the State Senate Bill (SB) 1 Road Maintenance and Rehabilitation Account (RMRA) Program. To receive these funds, the City must submit a City Council resolution listing the projects planned to be funded with the RMRA funds. The attached resolution (Attachment 1) satisfies this requirement and is presented for City Council consideration. This new gas tax revenue is assisting the City in funding preventive street maintenance functions that otherwise would compete with other limited City funding sources.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017, was signed into law in April 2017 and generates funding from state gas tax revenue for basic roadway maintenance, rehabilitation and critical safety needs on local streets. The State Controller's Office deposits a portion of this revenue into the State Road Maintenance and Rehabilitation Account (RMRA) with a percentage of this RMRA funding apportioned by formula to eligible cities.

The City of Irvine is eligible to receive an estimated $4.4 million in RMRA funds in the next Fiscal Year 2018-19. To receive these funds, the City is required to submit a City Council adopted resolution listing the projects planned to be funded with the RMRA funds. An adopted resolution must be submitted to the California Transportation Commission no later than May 1, 2018.

Staff has prepared the attached resolution (Attachment 1) for consideration by the City Council recommending the following two pavement rehabilitation projects:

1. Jamboree Pavement Rehabilitation – Michelle to Railroad Tracks ($2,005,694)
2. Alton Pavement Rehabilitation – I-5 Freeway to Technology Drive East ($2,462,750)

These pavement rehabilitation projects were selected based on RMRA eligibility requirements and anticipation of being ready for construction in Fiscal Year 2018-19.

ALTERNATIVES CONSIDERED

The City's apportionment of these new RMRA gas tax funds may also be used to fund transportation priorities other than basic roadway maintenance (e.g. pedestrian and bicycle safety programs, traffic control devices, transit facilities). The City Council could direct staff to revise the recommended project list to redirect these funds to other transportation priorities or may elect to decline acceptance of the RMRA funds. These alternatives are not recommended because the City would need to turn to other limited City funding sources to fund the proposed preventive street maintenance functions.

FINANCIAL IMPACT

Approval of the recommended action will allow the City to receive an estimated $4,468,444 in state RMRA funds for roadway maintenance. If the recommended action is approved by the City Council, these funds will be included with the proposed Fiscal Year 2018-19 CIP budget for allocation to the two recommended CIP projects.

ATTACHMENTS

1. SB1 Resolution.

CITY COUNCIL RESOLUTION NO. 18-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE LIST OF PROJECTS PLANNED TO BE FUNDED IN FISCAL YEAR 2018-19 WITH ROAD MAINTENANCE AND REHABILITATION ACCOUNT REVENUES

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was signed into law in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

WHEREAS, SB1 requires that the City adopt, by resolution, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Irvine will receive and estimated $4,468,444 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets and roads throughout the City this year and numerous similar projects into the future; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "good" condition and this revenue will help us maintain the overall quality of our road system over the next decade; and

WHEREAS, without revenue from SB 1, the City may have otherwise been deferring projects throughout the community; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, will have significant positive co-benefits statewide.

NOW, THEREFORE, the City Council of the City of Irvine does hereby resolve as follows:

Section 1. The foregoing recitals are true and correct.

ATTACHMENT 1

Section 2. The City of Irvine is adopting the following list of projects planned to be funded in Fiscal Year 2018-19 with Road Maintenance and Rehabilitation Account revenues:

1. Jamboree Pavement Rehabilitation – Michelle to Railroad Tracks

   Description: Rehabilitation and replacement of deteriorated asphalt pavement, concrete curbs, gutters, access ramps, and sidewalks.

   Location: Jamboree Road between Michelle Drive and the OCTA railroad overcrossing bridge.

   Estimated Useful Life: 20 Years.

   Anticipated Year of Construction: March 2019 – December 2019.

2. Alton Pavement Rehabilitation – I-5 Freeway to Technology Drive East

   Description: Rehabilitation and replacement of deteriorated asphalt pavement, concrete curbs, gutters, access ramps, and sidewalks.

   Location: Alton Parkway between the I-5 Freeway overpass and Technology Drive East.

   Estimated Useful Life: 20 Years.

   Anticipated Year of Construction: December 2018 – September 2019.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 10th day of April 2018.

_____
MAYOR OF THE CITY OF IRVINE

ATTEST:

_____
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 10th day of April 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

3.8

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: SECOND READING OF ORDINANCE NO. 18-04 LEVYING SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3

City Clerk

City Manager

RECOMMENDED ACTION

Read by title only, second reading and adoption of ORDINANCE NO. 18-04 – 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. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

EXECUTIVE SUMMARY

Ordinance No. 18-04 was introduced and first read on March 27, 2018 by the City Council. The vote at the first reading was as follows:

AYES:	3	COUNCILMEMBERS:	Fox, Shea and Wagner
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	2	COUNCILMEMBERS:	Lalloway and Schott

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. 18-04

CITY COUNCIL ORDINANCE NO. 18-04

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. 9 OF THE CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK)

WHEREAS, on February 13, 2018, 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. 18-15 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. 9, 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. 9 therein ("Improvement Area No. 9"), 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. 9 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. 9 of the Community Facilities District and regarding the rate and method of apportionment of the special tax to be levied within Improvement Area No. 9 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. 9 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. 9 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.

ATTACHMENT

2013-3 (Great Park), Determining the Necessity to Incur Bonded Indebtedness Within Improvement Area No. 9 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. 9 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. 9 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. 9 of the Community Facilities District, authorized the levy of special tax within Improvement Area No. 9 of the Community Facilities District and called an election within Improvement Area No. 9 of the Community Facilities District on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within Improvement Area No. 9 of the Community Facilities District; and

WHEREAS, an election was held within Improvement Area No. 9 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. 9 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. 9 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 2018-2019 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. 9 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. 9 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. 9 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. 9 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. 9 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. 9 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. 9 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. 9 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. 9 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. 9 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 ___day of _____ 2018.

_____
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 introduced for first reading on the 27th day of March 2018, and duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ___ day of _____ 2018.

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

_____
CITY CLERK OF THE CITY OF IRVINE

RATE AND METHOD OF APPORTIONMENT FOR CITY OF IRVINE COMMUNITY FACILITIES DISTRICT NO. 2013-3 (GREAT PARK) IMPROVEMENT AREA NO. 9

A Special Tax shall be levied on all Assessor's Parcels of Taxable Property in Improvement Area No. 9 of City of Irvine Community Facilities District No. 2013-3 (Great Park) ("CFD No. 2013-3 (IA No. 9)") and collected each Fiscal Year commencing in Fiscal Year 2017-2018, 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. 9), 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. 9), 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. 9) or any designee thereof of complying with arbitrage rebate requirements with respect to the Special Tax and CFD No. 2013-3 (IA No. 9) Bonds; the costs to the City, CFD No. 2013-3 (IA No. 9) or any designee thereof of complying with disclosure requirements of the City, CFD No. 2013-3 (IA No. 9) 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. 9) or any designee thereof related to an appeal of the Special Tax; the costs of the City, CFD No. 2013-3 (IA No. 9) 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. 9) Bonds. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2013-3 (IA No. 9) for any other administrative purposes of CFD No. 2013-3 (IA No. 9), 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. 9) 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. 9) 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. 9)" means Improvement Area No. 9 of CFD No. 2013-3 as identified on the Boundary Map for CFD No. 2013-3 (IA No. 9) and further set forth in the Resolution of Formation.

"CFD No. 2013-3 (IA No. 9) 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. 9) and secured by the Special Taxes levied on property within the boundaries of CFD No. 2013-3 (IA No. 9) 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 at 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. 9) 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, 2017 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. 9) 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. 9) Bonds, the Bond Index, and (ii) subsequent to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 9) 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, 2017.

"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. 9) 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. 9) 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. 9) 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. 9) Bonds issued on behalf of CFD No. 2013-3 (IA No. 9). The Guaranteed Amount collected in CFD No. 2013-3 (IA No. 9) 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. 9) Bonds issued on behalf of CFD No. 2013-3 (IA No. 9).

"Indenture" means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which CFD No. 2013-3 (IA No. 9) 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. 9) Bonds" means any issue(s) of CFD No. 2013-3 (IA No. 9) Bonds that are not Subordinate CFD No. 2013-3 (IA No. 9) 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. 9) 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. 9) 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. 9) 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. 9) 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. 9) 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. 9) 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. 9).

"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. 9).

"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. 9) pursuant to this Rate and Method of Apportionment.

"State" means the State of California.

"Subordinate CFD No. 2013-3 (IA No. 9) Bonds" means any CFD No. 2013-3 (IA No. 9) Bonds that are subordinate to any current or future CFD No. 2013-3 (IA No. 9) 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. 9) 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. 9) 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. 9) 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. 9) 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. 9) 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. 9) 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. 9), 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. 9) 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. 9), 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. 9) 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. 9 of CFD No. 2013-3
Fiscal Year 2017-2018

Land Use Class	Description	Maximum Annual Special Tax
1	DETACHED RESIDENTIAL PROPERTY (=> 5,700 SF)	$20,375 Per Dwelling Unit
2	DETACHED RESIDENTIAL PROPERTY (5,450 SF - 5,699 SF)	$19,554 Per Dwelling Unit
3	DETACHED RESIDENTIAL PROPERTY (5,200 SF - 5,449 SF)	$18,732 Per Dwelling Unit
4	DETACHED RESIDENTIAL PROPERTY (4,950 SF – 5,199 SF)	$17,911 Per Dwelling Unit
5	DETACHED RESIDENTIAL PROPERTY (4,700 SF - 4,949 SF)	$17,089 Per Dwelling Unit
6	DETACHED RESIDENTIAL PROPERTY (4,450 SF - 4,699 SF)	$16,266 Per Dwelling Unit
7	DETACHED RESIDENTIAL PROPERTY (4,200 SF - 4,449 SF)	$15,445 Per Dwelling Unit
8	DETACHED RESIDENTIAL PROPERTY (3,950 SF - 4,199 SF)	$14,633 Per Dwelling Unit
9	DETACHED RESIDENTIAL PROPERTY (3,700 SF - 3,949 SF)	$14,160 Per Dwelling Unit
10	DETACHED RESIDENTIAL PROPERTY (3,450 SF - 3,699 SF)	$13,772 Per Dwelling Unit
11	DETACHED RESIDENTIAL PROPERTY (3,200 SF - 3,449 SF)	$12,333 Per Dwelling Unit
12	DETACHED RESIDENTIAL PROPERTY (2,950 SF - 3,199 SF)	$11,435 Per Dwelling Unit
13	DETACHED RESIDENTIAL PROPERTY (2,700 SF - 2,949 SF)	$10,676 Per Dwelling Unit
14	DETACHED RESIDENTIAL PROPERTY (2,450 SF - 2,699 SF)	$9,733 Per Dwelling Unit

Land Use Class	Description	Maximum Annual Special Tax
15	DETACHED RESIDENTIAL PROPERTY (2,200 SF - 2,449 SF)	$8,871 Per Dwelling Unit
16	DETACHED RESIDENTIAL PROPERTY (1,950 SF - 2,199 SF)	$8,214 Per Dwelling Unit
17	DETACHED RESIDENTIAL PROPERTY (1,700 SF - 1,949 SF)	$7,326 Per Dwelling Unit
18	DETACHED RESIDENTIAL PROPERTY (< 1,700 SF)	$7,231 Per Dwelling Unit
19	ATTACHED RESIDENTIAL PROPERTY (=> 2,600 SF)	$8,350 Per Dwelling Unit
20	ATTACHED RESIDENTIAL PROPERTY (2,400 SF – 2,599 SF)	$7,842 Per Dwelling Unit
21	ATTACHED RESIDENTIAL PROPERTY (2,200 SF – 2,399 SF)	$7,332 Per Dwelling Unit
22	ATTACHED RESIDENTIAL PROPERTY (2,000 SF – 2,199 SF)	$6,823 Per Dwelling Unit
23	ATTACHED RESIDENTIAL PROPERTY (1,800 SF – 1,999 SF)	$6,313 Per Dwelling Unit
24	ATTACHED RESIDENTIAL PROPERTY (1,600 SF – 1,799 SF)	$5,931 Per Dwelling Unit
25	ATTACHED RESIDENTIAL PROPERTY (1,400 SF – 1,599 SF)	$5,473 Per Dwelling Unit
26	ATTACHED RESIDENTIAL PROPERTY (1,200 SF – 1,399 SF)	$4,786 Per Dwelling Unit
27	ATTACHED RESIDENTIAL PROPERTY (1,000 SF – 1,199 SF)	$4,276 Per Dwelling Unit
28	ATTACHED RESIDENTIAL PROPERTY (800 SF – 999 SF)	$3,767 Per Dwelling Unit
29	ATTACHED RESIDENTIAL PROPERTY (< 800 SF)	$3,640 Per Dwelling Unit
30	AFFORDABLE HOUSING, MODERATE AFFORDABLE UNITS, AND MODERATE AFFORDABLE SENIOR UNITS	$0 Per Dwelling Unit
31	NON-RESIDENTIAL - COMMERCIAL PROPERTY	$1.62 per square foot of Non-Residential Floor Area or $22,421 per Acre, when applied, whichever is greater
32	NON-RESIDENTIAL– INDUSTRIAL PROPERTY	$1.62 per square foot of Non-Residential Floor Area or $22,987 per Acre, when applied, whichever is greater
33	NON-RESIDENTIAL– INSTITUTIONAL PROPERTY	$1.62 per square foot of Non-Residential Floor Area or $25,533 per Acre, when applied, whichever is greater
34	NON-RESIDENTIAL – OFFICE PROPERTY	$1.62 per square foot of Non-Residential Floor Area or $23,057 per Acre, when applied, whichever is greater
35	NON-RESIDENTIAL – AUTO CENTER	$5.43 per square foot of Non-Residential Floor Area or $19,882 per Acre, when applied, whichever is greater
36	OTHER NON-RESIDENTIAL PROPERTY	$1.62 per square foot of Non-Residential Floor Area or $21,784 per Acre, when applied, whichever is greater

(ii) Increase in the Maximum Annual Special Tax

The Fiscal Year 2017-2018 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, 2018 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. 9) 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. 9) 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 2017-2018 Intermediate Maximum Annual Special Tax for each Assessor's Parcel of Final Mapped Property and Undeveloped Property shall be $77,389 per Acre, and shall increase thereafter, commencing on July 1, 2018 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 2017-2018 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 $121,412 per Acre, and shall increase thereafter, commencing on July 1, 2018 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. 9) 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. 9) Bonds The provisions of this Section D shall not be impacted by the issuance of any Subordinate CFD No. 2013-3 (IA No. 9) Bonds.

The following additional definitions apply to this Section D:

"Authorized Bonded Indebtedness" means $75,000,000.

"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. 9).

"**Bond Issuance Development Plan**" means a development plan for CFD No. 2013-3 (IA No. 9) (i) submitted by the Developer immediately prior to the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 9) Bonds, and (ii) approved by the CFD Administrator, as updated for each subsequent series of Non-Subordinate CFD No. 2013-3 (IA No. 9) 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. 9).

"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. 9 Buildout" means the completion of all proposed development in IA No. 9, 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. 9).

"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. 9 Buildout, assuming the construction of 516 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. 9).

"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. 9).

"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. 9) 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. 9) 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. 9) on a weekly basis prior to IA No. 9 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. 9) on a weekly basis prior to IA No. 9 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. <u>Development Not Utilizing Optional Compliance Letter</u>

(a) Residential Property

After the issuance of the first series of Non-Subordinate CFD No. 2013-3 (IA No. 9) Bonds, the CFD Administrator shall, no less frequently than once each week prior to IA No. 9 Buildout, obtain from the City Building and Safety Division a list of building permits for Residential Property within CFD No. 2013-3 (IA No. 9) 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. 9) 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. 9) 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. 9 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. 9), 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. 9 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. 9) 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. 9) 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. 9) Bonds were sold or (ii) Fiscal Year 2057-2058. 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. 9).

(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. 9).

E. METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX

1. Annual Levy

Commencing with Fiscal Year 2017-2018 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) 9.77 Acres of Property Owner Association Property in CFD No. 2013-3 (IA No. 9), (ii) 5.27 Acres of Public Property in CFD No. 2013-3 (IA No. 9), and (iii) 0 Acres of Church Property in CFD No. 2013-3 (IA No. 9). 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. 9) 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. 9) 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. 9) 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. 9) 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, 2017, 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. 9) 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. 9) 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. 9) 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. 9) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 9) 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 75.51% (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 75.51%.

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. 9) Bonds was sold occurs, not including the current Fiscal Year. If Non-Subordinate CFD No. 2013-3 (IA No. 9) 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 74.14% (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 74.14%.

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 x 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. 9) 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. 9) 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. 9) 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. 9) 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. 9) 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 24.49% of the Maximum Annual Special Tax for Residential Property and 25.86% 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. 9) 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 – (.7551 X F)] multiplied by the Maximum Annual Special Tax for Residential Property and [1.00 – (.7414 X 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. 9) in all Fiscal Years (after excluding 9.77 Acres of Property Owner Association Property, 5.27 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. 9) 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

83.06% of the Maximum Annual Special Tax on Residential Property and 81.55% 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. 9) Bonds were sold or (ii) Fiscal Year 2057-2058. 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. 9) 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. 9) 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. 9)") 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. 9).

   The information in Table 1 relating to the Fiscal Year 2017-2018 Maximum Annual Special Tax for Developed Property within CFD No. 2013-3 (IA No. 9) 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. 9), the City shall cause an amended notice of special tax lien for CFD No. 2013-3 (IA No. 9) 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. 9), 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
2017-2018	$10,078,550
Each Fiscal Year Thereafter, Commencing in Fiscal Year 2018-2019	Increase Amount in Prior Fiscal Year by 3%.

4.1

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: PUBLIC FACILITY RESERVATION FEES FOR PORTOLA SPRINGS COMMUNITY CENTER, LOS OLIVOS COMMUNITY CENTER, PICKLEBALL COURTS CITYWIDE, AND ORANGE COUNTY GREAT PARK FACILITIES

Director of Community Services

City Manager

RECOMMENDED ACTION

1. Open the public hearing.
2. Continue the public hearing to a date to be determined.

EXECUTIVE SUMMARY

Staff requests a continuance to a City Council meeting date to be determined to provide for additional time to analyze recommendations and impacts.

ALTERNATIVES CONSIDERED

None.

FINANCIAL IMPACT

Not applicable.

REPORT PREPARED BY: Michael Dominguez, Community Services Administrator

4.2

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: ZONE CHANGE TO AMEND CHAPTER 9-6 OF THE IRVINE ZONING ORDINANCE RELATED TO THE DISTRIBUTION OF DWELLING UNITS WITHIN PLANNING AREA 6 (PORTOLA SPRINGS)

Director of Community Development

City Manager

RECOMMENDED ACTION

1. Reopen the public hearing.
2. Continue the public hearing to April 24, 2018.

EXECUTIVE SUMMARY

On March 27, 2018, at the request of the applicant, the City Council continued this item to the meeting of April 10, 2018. The applicant has requested that the item be continued to the meeting of April 24, 2018.

ALTERNATIVES CONSIDERED

None.

FINANCIAL IMPACT

None.

REPORT PREPARED BY Stephanie Frady, Senior Planner

cc: Jeff Davis, Irvine Company (via email)
Peter Pirzadeh, Pirzadeh & Associates (via email)
Joel Belding, Principal Planner
Karen Urman, Senior Transportation Analyst

File: 00693253-PZC

4.3

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 10, 2018

TITLE: ZONING ORDINANCE AND MUNICIPAL CODE TECHNICAL UPDATE

Director of Community Development

City Manager

RECOMMENDED 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. Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING ZONE CHANGE (00729211-PZC) TO AMEND THE ZONING ORDINANCE BY PROVIDING NEW OR REVISED LAND USE/ZONING PROVISIONS RELATED TO PARK PLANNING RESPONSIBILITIES, APPEALS AND PUBLIC NOTICING PROCEDURES, BOARDING HOUSES, SHORT-TERM RENTALS, ACCESSORY DWELLING UNITS, AND OTHER MISCELLANEOUS STANDARDS; FILED BY THE CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT
6. Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING AMENDMENTS (00729212-PZC) TO THE CITY'S MUNICIPAL CODE RELATED TO CODE ENFORCEMENT RESPONSIBILITIES AND ADMINISTRATIVE CITATION PROCEDURES; SUBDIVISION REVIEW, APPROVAL AUTHORITY, AND APPEALS; AND ADDRESSING AND WAYFINDING SIGNAGE FOR ACCESSORY DWELLING UNITS; FILED BY THE CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT

EXECUTIVE SUMMARY

Staff is proposing a technical update to the Zoning Ordinance and Municipal Code to ensure consistency with current state law and to incorporate minor "clean-up" changes such as revising text for improved accuracy and readability. The update provides new or revised zoning text related to current land use and zoning regulations that will not change its original intent. The proposed regulations to be amended include park planning responsibilities, appeals and public noticing procedures, administrative citations, boarding houses, short-term rentals and accessory dwelling units. The technical update will improve the functionality of the Zoning Ordinance and Municipal Code by ensuring that the information is useful, accurate and consistent with state law.

Amendments to the Zoning Ordinance and Municipal Code are included with proposed changes provided in underline and strike-through, as appropriate, in Attachments 1 and 2, respectively.

Staff recommends that the City Council approve the proposed Zoning Ordinance and Municipal Code technical updates.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

The Planning Commission, with all members present, unanimously recommended approval of the proposed amendments, with additional recommendations as follows:

1. Amend Zoning Ordinance Section 2-5-1 to allow any member of the Planning Commission to call-up for review final decisions of the Director of Community Services with respect to park planning issues. Decisions made by the Community Development Director can be called up for review by a member of the Planning Commission. This amendment would ensure that this call-up provision extends to park planning-related decisions made by the Director of Community Services now that Park Planning has moved from the Community Development Department to Community Services Department.
2. Amend Zoning Ordinance Section 4-3-4(3) to tighten parking regulations for boarding houses by stating that all tenants must park on-site and are required to have a minimum of one on-site space per rented bedroom. This recommendation was added in response to a request from a resident concerned over the increased number of cars associated with rental units; and,
3. Amend Municipal Code Section 5-5-110 to further clarify that the Planning Commission serves as the City's appeal board for final decisions made by the Subdivision Committee. This recommendation was added at the request of the City Attorney to supplement additional changes proposed to Municipal Code Section 5-5-110 to clarify roles and responsibilities as outlined in item C below. The process for appeals of decisions made by the Planning Commission to the City Council remains unchanged.

These recommendations have been incorporated into the proposed Zoning Ordinance and Municipal Code amendments.

ANALYSIS

This section outlines each of the proposed amendments, including description of the background, rationale and staff recommendation for each.

A. Building Height in 2.4 Medium-High Density Residential zoning district

Background

No height limit is provided for single-family detached uses in the 2.4 Medium-High Density Residential zoning district. A 35-foot height limit is standard for single family detached units in other residential zones.

Analysis

Specifying a 35-foot height limit for single-family detached units in the 2.4 Medium-High Density Residential zoning district would provide a consistent height for such structures across all residential zones.

Recommendation

Amend Zoning Ordinance Section 3-37-15-H- 2.4 Medium-High Density Residential to incorporate a height limit for single family-residential structures of 35 feet.

B. Public Noticing and Appeals

Background

Zoning Ordinance Section 2-5-1 contains provisions for the required radius for determining eligibility for appeals of discretionary approvals while Section 2-23-5 contains provisions for the required radius for public noticing. Staff identified a discrepancy between these two provisions. Zoning Ordinance Section 2-5-1-Appeals, stipulates that adjacent roadways to a project site are not included in the 500-foot radius; therefore, the roadway is in addition to the 500-foot radius. However, this detail is excluded in Section 2-23-5 Mailing of Notices. As a result, the 500-foot radius measurement is applied differently when determining those persons eligible to file an appeal versus when a radius is determined for purposes of public noticing. This discrepancy would, therefore, suggest that people can be eligible to appeal a project and yet not receive the associated project's public notice.

Analysis

Amending Section 2-23-5 Mailing of Notices to include the same exclusion of adjacent roadways would ensure consistency of measurement between the two code provisions as being a 500-foot radius plus the adjacent roadways. No changes to the applicability of existing appeal procedures are proposed.

Recommendation

Amend Zoning Ordinance Section 2-23-5 Mailing of Notices to exclude adjacent roadways in the measurement of the required public notice radius.

C. Appeal of Decisions by Subdivision Committee

Background

Municipal Code Section 5-5-110 allows the subdivider, a member of the City Council, or any interested person adversely affected by any action of the Subdivision Committee to appeal said action to the City Council regardless of whether the decision is a recommendation or final action. This code provision means that the City Council is required to hear an appeal of a recommended action, prior to a final action by the Planning Commission. This most recently occurred in January 2017 when the City Council was asked to review a Subdivision Committee recommendation to approve eight Vesting Tentative Tract Maps for Neighborhood 3 in Orchard Hills prior to the Planning Commission taking the final action on the item.

Analysis

The Subdivision Committee is charged with conducting a technical and factual review of tentative tract map applications to determine whether the findings for such maps can be made in an affirmative manner. Under the City's Subdivision Ordinance, the Subdivision Committee's duty with respect to Tentative Tract Maps is to act in an advisory capacity to the Planning Commission [Municipal Code Section 5-5-103(A), (B)(2)(b)]. Accordingly, the authority to approve Tentative Tract Maps is vested in the Planning Commission – not the Subdivision Committee.

Existing code language regarding appeals does not make the distinction between a final decision and a recommendation of the Subdivision Committee, which, therefore, allows for appeals to the City Council to proceed prior to final action on a map by the Planning Commission. Staff is proposing this amendment so that an appeal can be made only on a final decision, rather than a recommendation. In this manner, the City Council will not have to take action on an appeal before the Planning Commission has had the opportunity to consider the merits of the project and take its final action.

Staff is also recommending amendments to additional appeal provisions for application types throughout Division 2- Administration of the Zoning Ordinance. The terms "decision" and "action" are used inconsistently throughout this Division, and staff recommends changing incidences of "action" to "decision," to ensure consistency of code provisions.

Recommendation

Amend Municipal Code Section 5-5 to clarify decisions by the Subdivision Committee that are and are not subject to appeal, and Zoning Ordinance Division 2 to consistently apply the term "decision" throughout this section.

D. Commercial Schools in 4.9 Lower Peters Canyon Regional Commercial zoning district

Background

Commercial schools are permitted by right in most commercial zoning districts. However, in the 4.9 Lower Peters Canyon Regional Commercial zoning district, this use is not listed as a permitted use. This is due to a carryover of the original County Zoning Ordinance provisions from the Lower Peters Canyon area when it was annexed into the City in 1994.

Analysis

Allowing commercial schools in the 4.9 Lower Peters Canyon Regional Commercial zoning district as a permitted use by right would make this code provision consistent with other commercial zoning districts in the City.

Recommendation

Amend Zoning Ordinance Section 3-37-28 to add School, Commercial as a permitted use in the 4.9 Lower Peters Canyon Regional Commercial zoning district.

E. Site Coverage in 2.3 Medium Density Residential zoning district

Background

In all residential zones except 2.3 Medium Density Residential, single-family detached units are limited to a maximum 50 percent site coverage, and other unit types have unlimited site coverage. Zoning Ordinance Section 3-37-14 is silent on site coverage requirements for single-family detached residential development in the 2.3 Medium Density Residential zoning district.

Analysis

The proposed amendment to Zoning Ordinance Section 3-27-14 would add the same site coverage requirements for single-family detached development in the 2.3 Medium Density Residential zoning regulations as is required for single-family

detached development in other residential zones. This amendment would make the lot coverage requirements consistent for all residential zoning districts.

Recommendation

Amend Zoning Ordinance Section 3-37-14 to stipulate that single-family detached units are limited to a maximum 50 percent site coverage in the 2.3 Medium Density Residential zoning district.

F. Park Planning Responsibilities

Background

Park planning responsibilities were transferred from the Community Development Department to the Community Services Department in July 2017. As a result of this change in responsibilities, a number of references to staff responsibilities in the Municipal Code and Zoning Ordinance are out of date and should be updated to reflect actual responsibilities.

Analysis

Staff proposes several changes to Municipal Code Section 5-5-1004.E.3 and Zoning Ordinance Chapter 2-22 concerning the City's Park Planning Procedures to reflect recent changes in park planning responsibilities and clarifications to existing procedures. These provisions would reflect changes in responsibilities for park planning from the Community Development Department to the Community Services Department. No changes to existing review procedures by the Community Services Commission or Planning Commission are proposed.

Recommendation

Amend Municipal Code Section 5-5-1004.E.3 and Zoning Ordinance Chapter 2-22 to reflect the recent transfer of park planning functions from the Community Development Department to the Community Services Department.

G. Procedures for Administrative Citations

Background

Municipal Code Section 4-13 outlines the process for levying administrative fines for code enforcement citations. Code Enforcement responsibilities were transferred from the Chief Building Official to the newly-established Neighborhood Services Manager position in July 2017. As a result of this change in responsibilities, a

number of references to staff responsibilities in the Municipal Code are out of date and should be updated to reflect actual responsibilities.

Analysis

Staff proposes several changes to Municipal Code Section 4-13 to reflect recent changes in code enforcement responsibilities and clarifications to existing procedures for administrative citations. Proposed revisions include refinements of provisions regarding payments for administrative hearings for appeals of code enforcement actions and allowances for hardship waivers for payment of fines. No other major changes to existing processes are proposed.

Recommendation

Amend Municipal Code Section 4-13 to reflect the recent transfer of code enforcement responsibilities from the Chief Building Official to the Manager of Neighborhood Services, and to clarify existing procedures for administrative citations with respect to enforcement options; fine amounts; compliance periods; hearing fine deposits; outside processing services; and, removal of errata referencing California Penal Code and Government Code provisions and Code Enforcement "Notices of Compliance."

H. Boarding House Definition

Background

Zoning Ordinance Section 1-2-1 defines a "Boarding House" as follows:

> *Boarding House: A building containing a dwelling unit where lodging is provided with or without meals, for compensation for* ***five or more persons*** *but does not include a facility licensed by the State Department of Health Services, the State Department of Social Welfare, or the County of Orange which provides bed and ambulatory care for patients with post-operative convalescent, chronic illness or dietary problems and persons unable to care for themselves. [Emphasis added]*

This definition is inconsistent with current state law with respect to the number of residents; therefore, it needs to be amended accordingly.

Analysis

The need for amending this definition stems from a California Court of Appeals case entitled Briseno v. City of Santa Ana, (1992) 6 Cal.App.4th 1378. In this case, the Court of Appeals held that state law (e.g., the Uniform Housing Code, or UHC) preempts local regulation of housing occupancy standards. A City may deviate from

the UHC occupancy guidelines so long as the City does not impose requirements in excess of the UHC guidelines.

The City's current definition of "Boarding House" is inconsistent with, and is preempted by UHC §503.2. The current definition indicates that occupancy by five or more persons would classify a residence as a "Boarding House." This specification of number of occupants can be interpreted to limit a standard dwelling unit to four or fewer persons. This occupancy restriction runs contrary to the Briseno case because it seeks to modify or deviate from UHC standards in determining occupancy, or otherwise imposes an occupancy cap, which is less than the maximum allowed by the UHC for a single unit. An amended definition is necessary to bring the City's ordinance into compliance with state law. A city can regulate functional elements such as the number of rooms rented and the number of rental agreements, therefore staff recommends amending the ordinance to regulate boarding houses based on these functional criteria, consistent with state law.

Recommendation

Amend Zoning Ordinance Section 1-2-1 to update the definition of a boarding house to address length of stay, number of rooms rented and number of rental agreements rather than occupancy, consistent with case law.

I. Short-Term Rentals

Background

The City of Irvine prohibits short-term (transient) rentals of residential properties. "Transient" is defined under the California Building Code Section 202, adopted as Section 5-9-101 in the City's Municipal Code, as:

> *Occupancy of a dwelling unit or sleeping unit for not more than 30 days.*

This prohibition is based on and enforced through application of the definition of "hotel/motel" in Zoning Ordinance Section 1-2-1, defined as:

> *A facility offering transient lodging accommodations to the general public, either on a daily basis or for extended periods of time. This would include a single room occupancy (SRO) hotel.* (abridged)

Zoning Ordinance Section 3-3-1 stipulates which uses are permitted, conditionally permitted or prohibited in the City's specific zoning districts. Under this section, the "hotel/motel" land use is specifically prohibited in all residential zones. Short-term rentals constitute a transient occupancy and fall under the definition of "hotel/motel." Therefore, they are a prohibited use in all residential zones.

Analysis

The City prohibits short-term rentals based on the definitions described above. This prohibition is enforced based on complaints received. Short-term rentals are not listed or defined in the code, and the proposed update would properly define this specific use based on the current policy of applying the definitions of "transient" and "hotel/motel" uses.

Staff is proposing a single code section outlining a specific prohibition of short-term rentals in clear and unambiguous language that would benefit both the public and City staff. This proposed new section would consolidate all existing terminology from other parts of the Zoning ordinance and Municipal Code, and does not change existing City policy. The intent of this consolidation is to clarify existing policy, centralize all pertinent language and make it easily accessible for the public.

Recommendation

Add new Chapter 3-25 and amend Section 3-3-1 of the Zoning Ordinance to specifically define short-term rentals and prohibit the operation of short-term rental units in residential zones within the City.

J. Accessory Dwelling Units

Background

In 2016, the state Legislature amended Government Code Section 65852.2 related to Accessory Dwelling Units (ADUs), which took effect January 1, 2017. The new regulations are intended to reduce barriers to the development of ADUs that occur on single-family residential properties (Attachment 3). In October 2017, the state Legislature passed Senate Bill 229 (Wieckowski) and Assembly Bill 494 (Bloom), which further clarified ADU requirements, and took effect on January 1, 2018.

The City regulates ADUs through Chapter 3-26, Residential, Second Unit Standards, of the Zoning Ordinance. However, these existing provisions do not fully comply with the new state law. Until City regulations are updated to comply with the new state law, the City must use the state's ADU review standards, which limit a local jurisdiction's authority over ADU regulation. To encourage local adoption of ADU ordinances, state law allows local ordinances more flexibility and discretion in regulating ADUs than the state's standards, providing the local jurisdiction with flexibility to regulate matters such as minimum and maximum lot sizes, and overall unit sizes.

Analysis

The purpose of the proposed amendment is to make the City's standards consistent with state law and, where allowed by state law, provide the City with authority to regulate additional aspects of an ADU, such as location, lot size, unit size, parking and aesthetics. These additional provisions will allow the City to maintain the character and livability of Irvine's residential neighborhoods. Attachment 4 compares state ADU law with the City's existing requirements and proposed amendments with justifications.

The proposed code update replaces the definition for second units and aligns it with the state's ADU definition and requirements (with clarifications), updates all references in the Municipal Code from "residential second unit" to "accessory dwelling unit," and establishes "accessory dwelling unit" as a different land use than accessory structures. Furthermore, the amendment revises additional related definitions as follows:

a. Update the definition of "driveway" to include "carport" in addition to a garage for which driveway access is provided, since both garages and carports are defined as "covered" parking for residential uses in accordance with Zoning Ordinance Section 4-4-1.A.1.

b. Update the definition of "bedroom" to clarify what constitutes a bedroom since the number of bedrooms generally determines the required parking spaces for residential uses.

c. Update the definition of "dwelling unit" to be more consistent with the Building Code and clarify what constitutes a dwelling unit.

d. Add definitions for "kitchen", "rough-in facilities" and "wet bar." Clarify what constitutes a kitchen when its existence, in conjunction with the overall layout, determines whether a structure is a dwelling unit or ADU. Define "rough-in facilities" as the installation of preliminary plumbing, electrical and/or mechanical systems as they relate to a kitchen. Establish definition for "wet bar" which does not constitute a "kitchen."

The proposed ADU standards, which include development, design and parking standards as well as review/approval procedures as allowed by state law, are included in Attachment 1. These standards are intended to minimize the appearance of two units on one lot and provide for design consistency with the primary dwelling unit and general neighborhood character. Additional standards include a requirement for the main unit to provide wayfinding signage to the ADU to assist emergency responders.

Recommendation

Amend Zoning Ordinance Section 1-2-1, Chapter 3-26, and other applicable sections to update provisions for accessory dwelling units consistent with state law.

ENVIRONMENTAL REVIEW

Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) procedures and Article 5 of the CEQA Guidelines, it has been determined that the proposed project is covered by CEQA Guidelines Section 15282(h), which states that the adoption of an ordinance regarding second units in a single-family or mutli-family zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code" are (statutory) exempt from the requirements of CEQA and the General Rule Exemption [Section 15061(b)(3)], for projects where it can be seen with certainty that the activity in question will have no significant effect on the environment. All other proposed updates are also exempt from CEQA under this same General Rule Exemption.

ALTERNATIVES CONSIDERED

The proposed revisions represent clarifications of existing provisions and new provisions required by state law. The City Council may change, alter, or decline any of the proposed revisions. Not adopting revisions proposed for consistency with state law, such as the recommended provisions for accessory dwelling units would make the City liable for non-compliance with state law.

FINANCIAL IMPACT

None.

REPORT PREPARED BY: Bill Jacobs, Principal Planner

ATTACHMENTS

Attachment 1:	Zoning Ordinance Revisions, Strike-out/Underline Version
Attachment 2:	Municipal Code Revisions, Strike-out/Underline Version
Attachment 3:	ADU Information Booklet from State Department of Housing and Community Development
Attachment 4:	Comparison Matrix of City and State Requirements
Attachment 5:	Ordinance No. 18-XX Approving Zone Change
Attachment 6:	Ordinance No. 18-XX Approving Municipal Code Amendments

cc: Joe Kirkpatrick, Chief Building Official
Steve Holtz, Manager of Neighborhood Services
Darlene Nicandro, Project Development Administrator
David Law, Principal Planner
Stephen Higa, Principal Planner, Project Entitlement
Joel Belding, Principal Planner, Project Entitlement
Lou Kirk, Code Enforcement Supervisor
Jaimee Bourgeois, City Traffic Engineer
Michael Sheeran, Geographic Information Systems Supervisor
Charles Kovac, Housing Administrator
Amy Mullay, Senior Planner
Kathleen Haton, Senior Planner
Jeffrey S. Davis, Vice President, Entitlement, Irvine Company (via email)
Jennifer Bohen, Five Point Communities (via email)
Bryan Starr, President and CEO, Irvine Chamber of Commerce (via e-mail)
Steve LaMotte, Building Industry Association of Orange County (via email)
Tim Strader Jr., Starpointe Ventures (via email)
Pamela Sapetto, Sapetto Group (via email)

Proposed Zoning Ordinance Technical Updates – 2018
(including changes recommended by Planning Commission, February 15, 2018)

Section 1-2-1 Definitions:

Boarding House: A residence or dwelling unit, or portion(s) thereof, other than a hotel/motel, wherein two (2) or more rooms are independently rented or there are two (2) or more separate written or oral rental agreements, leases or subleases or combination thereof, regardless of whether or not the owner, agent or rental manager resides within the residence or dwelling unit. "Boarding House" shall not include a hotel/motel, single room occupancy hotel (SRO), or any structure which provides housing for less than 31 consecutive days, and "Boarding House" shall not include a facility licensed by the State Department of Health Services, the State Department of Social Welfare, or the County of Orange; convalescent homes; or community care or congregate care facilities. ~~A building containing a dwelling unit where lodging is provided with or without meals, for compensation for five or more persons but does not include a facility licensed by the State Department of Health Services, the State Department of Social Welfare, or the County of Orange which provides bed and ambulatory care for patients with post-operative convalescent, chronic illness or dietary problems and persons unable to care for themselves.~~

Transit Stop, Major: As defined by California Public Resources Code Section 21155B(b)

Accessory structure: A non-habitable structure detached from the main building, on the same lot, which is incidental and subordinate to the main building or to the use of land. Examples of accessory structures include, but are not limited to, a garden shed, a storage shed, and a child's playhouse. See also "Cabana," "Patio/gazebo, solid covered," and "Pool house." ~~and~~ "Residential, second unit" An "accessory dwelling unit" is considered a separate land use.

Bedroom: Any room located in a dwelling unit or accessory dwelling unit that can be used for sleeping purposes designed to provide privacy to the occupant and may include a closet or closet/dressing room opening off of a bedroom. The residential parking schedules differentiate units by number of bedrooms. However, confusion can result from situations where floor plans designate areas such as dens, lofts, studios, game rooms, home offices, libraries, sewing rooms, workshops, or other similar habitable spaces when in actuality the space, due to the way the floor plan is laid out, would be used as a bedroom. The approval body for the proposed use shall determine how many bedrooms are in a unit for the purpose of applying the parking schedules.

Driveway: A driveway provides access from a street or drive to a garage or carport of a residential unit or to a parking area for a commercial, industrial or institutional development.

Dwelling unit: A permanent non-commercial structure or portion thereof, including manufactured structures, designed or used as a residence ~~intended for residency~~

providing complete, independent living facilities for ~~by~~ one family or household containing one or more rooms with living, sleeping, eating, kitchen and sanitation facilities. ~~Kitchen facilities include cooking appliances and a sink that measures 200 or more square inches in surface area, or a sink that measures less than 200 square inches in surface area augmented by an automated dishwasher~~. Sanitation facilities include a lavatory, toilet, bathtub and/or shower. Structures that meet this definition or "accessory dwelling unit" definition shall be considered either a "dwelling unit" or "accessory dwelling unit" regardless of how they are labeled on the plans (e.g., pool house, casita, cabana, recreation room, guesthouse, art studio).

Garage: An enclosed, attached or detached structure which is accessory to a residential building and which is used for the parking of vehicles owned and operated by the residents of the building and which is not a separate commercial enterprise available to the general public (see also "Parking structure"). Garages on a single-family detached lot may have incidental uses above the garage area. Incidental uses include, but are not limited to, the bedroom, bathrooms, offices or exercise room for use the occupants of the single-family detached dwelling unit or an accessory dwelling unit.

Kitchen: A room, space or area within a structure that is used or designed to be used for the preparation and cooking of food that contains one or both of the following:

1. Cooking appliances including but not limited to stoves/ranges, cook tops, wok rings, built-in grills, range hoods, ovens, convection ovens, warming drawers and/or rough-in facilities including but not limited to 240-volt electric outlets or any natural or propane gas lines.

   and/or

2. Sink with waste line drain greater than 1-1/2 inches in diameter and a refrigerator exceeding six (6) cubic feet in capacity or space opening with an electrical outlet that may reasonably be used for a refridgerator exceeding six (6) cubic feet in capacity.

An approved kitchen may have more than one sink, stove, oven or refrigerator in the same room, may include an automated dishwasher and/or microwave, and may include an adjacent supplemental kitchen equipment room (e.g., work room). The presence of rough-in facilities and openings shall also constitute a kitchen.

The approval body for the proposed use shall determine whether an area is a kitchen, including for making the determination about whether a structure is a dwelling unit or accessory dwelling unit under the Zoning Ordinance and California Building Code. This determination shall be based on the design of the physical facilities rather than the proposed use or how the area is labeled on the plans. See also "wet bar" definition, which does not constitute a kitchen.

Residential, Accessory dwelling unit: An attached or detached residential dwelling unit on a lot zoned for residential use which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking (i.e., kitchen), and sanitation facilities on the same lot as the single-family dwelling unit is situated. An accessory dwelling unit also includes an efficiency unit, as defined in California Building Code Section 1208.4, and a manufactured home, as defined in Section 18007 of the Health and Safety Code. An accessory dwelling unit that is a manufactured home is exempt from any conditional use permit requirement for manufactured structures (over two years). A recreational vehicle does not qualify as an accessory dwelling unit. An accessory dwelling unit may take three forms:

(1) An attached accessory dwelling unit is attached to the principal dwelling unit, having at least one (1) common wall or a common roof with the principal dwelling unit; or
(2) A detached accessory dwelling unit is detached from the principal dwelling unit; or
(3) A repurposed existing space within the principal dwelling unit that is converted into an independent living unit.

~~*Residential, second unit:* A second residential unit built on land zoned for residential use, on the same lot as an existing single-family dwelling unit intended for residency by one family or household, and containing one or more rooms with sleeping, kitchen and sanitation facilities. Kitchen facilities include cooking appliances and a sink that measures 200 or more square inches in surface area, or a sink that measures less than 200 square inches in surface area augmented by an automated dishwasher. Sanitation facilities include a toilet, sink, bathtub and/or shower.~~

Rough-In Facilities: Installation of preliminary plumbing, electrical, and/or mechanical building materials (e.g., mechanical ducts, electrical circuits/outlets of 240 volts in capacity, gas lines/outlets and water and waste lines) for future kitchen and/or sanitation improvements without making the final connections. Also, includes rough-in openings that provide for future installation of any kitchen and/or kitchen equipment. Rough-in facilities and openings for kitchens must receive Planning Division approval/clearance prior to building permit issuance.

Wet Bar: A single sink with a maximum waste drain line diameter of 1-1/2 inches with no food waste disposer and an under counter/compact refrigerator no greater than 6 cubic feet in size with cabinets and counter top area not exceeding six (6) lineal feet. A wet bar shall not include a refrigerator in excess of six (6) cubic feet in size or a wet bar/prep single bowl sink greater than two (2) square feet in size or a gas, propane or electric stove/range, cook top and/or oven (but may include a microwave oven).

Sec. 2-2-13. - Appeal.

A. A~~n action~~ decision of the Zoning Administrator or the Director of Community Development with respect to an administrative relief application may be appealed to the

Planning Commission within 15 calendar days of the date of the decision in accordance with Chapter 2-5.

B. ~~An action~~ decision of the Planning Commission with respect to an administrative relief application may be appealed to the City Council within 15 calendar days of the date of the decision in accordance with Chapter 2-5.

Sec. 2-3-6. – Affordable housing credits guidelines.

9. Credits shall be assigned to applicants of affordable projects or mixed projects with excess affordables, based on the guidelines listed above, for:
   (i) The conversion of existing market-rate units to affordable units for a period of at least 30 years;
   (ii) The extension of the term of affordability of existing affordable units by an additional 40 years; and
   (iii) The construction of ~~second units~~ accessory dwelling units that meet the City's affordability guidelines.

   Credits may be assigned to property owners and applicants in return for the dedication of land for affordable housing use and the construction of special needs housing, with the number of credits assigned based on the City's determination of the value of these types of assistance.

Sec. 2-9-4. – Approval body.

A. The Zoning Administrator (with commissions other than the Planning Commission, as deemed appropriate, acting as advisory bodies) shall be the final approval body for the uses listed below when a conditional use permit is required. (Note that the uses listed below may not require a conditional use permit in every zoning district.) However, at the Zoning Administrator's discretion, an application may be forwarded to the Planning Commission for review and action. In addition, a member of the Planning Commission may call up for review and action, prior to posting of the public notice, by the Commission prior to a Zoning Administrator decision, any conditional use permit application.

- Alternative health care provider.
- Ambulance service.
- Arcade, game.
- Caretaker's quarters.
- Carwash.
- Child care center.
- Church (in other than a residential zoning category).
- Civic, governmental and cultural (Planning Area 4: Lower Peters Canyon).
- Commercial recreation facilities (Planning Area 4: Lower Peters Canyon).
- Community centers (Planning Area 4: Lower Peters Canyon).
- Community facility.
- Community information centers (Planning Area 4: Lower Peters Canyon).

- Concrete recycling facility. (In conjunction with demolition, removal and recovery of existing buildings, structures and landscaping associated with the former military use of the property - Planning Area 51).
- Conference/convention facilities (Planning Area 4: Lower Peters Canyon).
- Dairy, commercial.
- Domestic animal care facility.
- Drive-thru.
- Educational facilities, including off-site institutions of higher learning (Planning Area 4: Lower Peters Canyon).
- Equipment rental.
- Escort bureau and introductory service.
- Financial institution, drive-thru.
- Financial institution, except drive-thru.
- Fraternal and service club.
- Gas station/fuel dispenser.
- Gate, residential privacy.
- Government facility (Planning Area 16; Quail Hill).
- Greenhouse.
- Health club.
- Information center.
- Kennel.
- Landscaping businesses (Planning Area 4: Lower Peters Canyon).
- Maintenance facilities and structures (Planning Area 4: Lower Peters Canyon).
- Manufactured structure (over two years).
- Manufacturing, light (Planning Area 4: Lower Peters Canyon, Sector 8 only).
- Manufacturing of components (Planning Area 4: Lower Peters Canyon, Sector 8 only).
- Massage establishment and related businesses.
- Miniwarehouse (Planning Commission approval required in 3.ID, Woodbridge).
- Model home sales complex.
- Office, medical.
- Office, planned unit development (Planning Area 4: Lower Peters Canyon).
- Outdoor sales.
- Outdoor storage.
- Recreational vehicle storage, private.
- Research and development (Planning Area 4: Lower Peters Canyon).
- Recreational vehicle storage, public.
- ~~Residential, second unit.~~
- Restaurant.
- Restaurant, ABC license "Type 47" ABC License operating after 12:00 a.m.
- Restaurant, takeout (Planning Area 4: Lower Peters Canyon).
- Retail and/or service business, general (except drive-thru).
- School, commercial.
- School, private.
- Small collection facility.
- Utility building and facility.
- Vehicle assembly.
- Vehicle impound yard.
- Vehicle leasing and rental.

- Vehicle sales.
- Vehicle storage.
- Vehicle wrecking yard.
- Veterinary service, livestock.
- Vocational schools (Planning Area 4: Lower Peters Canyon).
- Warehouse and sales outlet.
- Warehouse, storage, distribution and ancillary sales outlets (Planning Area 4: Lower Peters Canyon, Sector 8 only).
- Wireless communication facilities (depending on location, certain classes of antennae may be processed as a minor conditional use permit subject to review and approval by the Zoning Administrator pursuant to the table provided in Section 2.37.5-3).

B. For all other conditionally permitted uses the Planning Commission shall be the final approval body, with other commissions, as deemed appropriate, acting as advisory bodies.

Sec. 2-5-1. - Right to appeal; request for call-up review.

E. Any member of the Planning Commission or City Council may request that a decision of the **Director of Community Services (for decisions related to park planning)**, Director of Community Development, or the Zoning Administrator be called up for review by the Planning Commission. Any member of the City Council may request that a decision of the Planning Commission be called up for review by the City Council.

Sec. 2-9-8. - Appeal.

~~An action~~ decision of the Zoning Administrator may be appealed to the Planning Commission, and ~~an action~~ decision of the Planning Commission approving, denying, or approving in modified form may be appealed to the City Council, within 15 calendar days of the decision in accordance with Chapter 2-5 (Appeal Procedure). The City Council's ~~action~~ decision shall take effect immediately.

Sec. 2-17-8. - Appeal.

~~An action~~ decision of the Planning Commission with respect to a Master Plan application may be appealed to the City Council within 15 calendar days of the date of the decision action in accordance with the appeal procedures of Chapter 2-5. City Council action shall be final and effective immediately.

CHAPTER 2-22 Park Planning

Section 2-22-3.A: Park plan application requirements and approval authority

A. The property owner or authorized agent of the property owner, the City Council, Community Services Commission, Planning Commission and Director of Community ~~Development~~ Services may initiate a park plan application.

Section 2-22-3.B Park plan application requirements and approval authority

6. Other information as required by the Director of Community ~~Development~~ Services.

Section 2-22-5 Park design application requirements and approval authority

A. The property owner or authorized agent of the property owner may initiate a park design for a private park; the City Council, Community Services Commission, Planning Commission, and Director of Community ~~Development~~ Services may initiate a park design for a public park.

Section 2-22-5.B Park design application requirements and approval authority.

10. Other information as required by the Director of Community ~~Development~~ Services.

Section 2-22-5.C Park design application requirements and approval authority

1. The Director of Community ~~Development~~ Services shall have the review and approval authority for park designs for all public and private parks (whether receiving park credit or not), except as stated under Items 2, 3 and 4 below. The Director of Community ~~Development~~ Services may refer any park design subject to his/her approval to the Community Services Commission or Planning Commission for review and action."

Section 2-22-6.C Hearing and Notice

3. For park design approval by the Director of Community ~~Development~~ Services, no public hearing shall be required. The Director of Community ~~Development~~ Services shall approve, conditionally approve, or deny the park design based on findings in Section 2-22-7.

Section 2-22-8 Appeal

An ~~action~~ decision of the Director of Community ~~Development~~ Services, the Community Services Commission or the Planning Commission approving, denying or conditionally approving in modified form a park plan or park design may be appealed in accordance with Chapter 2-5. An ~~action~~ decision by the City Council approving a park design within the Orange County Great Park shall be final."

Section 2-22-9.A Effective date, time limits and extension.

Director of Community ~~Development~~ Services, Community Services Commission, or Planning Commission action on a park plan or park design shall become effective 15 calendar days after the date of the decision unless appealed to the City Council. See Chapter 2-5 for further information. An action by the City Council approving a park design within the Orange County Great Park shall become effective immediately.

Section 2-22-10: Modifications.

Proposed modifications to park plans, park designs, or existing parks which meet any one of the following criteria shall be processed as a major modification:

A. For park plans, park designs, and existing parks: a proposed change in ownership from private to public or vice versa.

B. For park plans: Any change that would result in an overall reduction of recreational opportunities within the park plan area as a whole, including, but not limited to:

   1. Any reduction in the total dedicated parkland acreage in the adopted park plan as a whole.

   2. Any deletion or reduction in size of an amenity that received park credit and/or replacement of an amenity that received park credit with another amenity of lesser value, where such change results in a reduction of the total park improvement credit in the park plan as a whole.

   3. Any deletion or reduction in size of a major recreational amenity within the park plan as a whole. Major amenities include, but are not limited to, pool(s), multi-purpose room or other assembly space(s), fitness center(s), tot lot(s), and fields or courts.

   4. Moving of parkland or recreation area acreage, a park amenity, or a portion of a park amenity from one park to another within the park plan and replacement of an amenity with another amenity of equal or higher value may be processed as a minor modification within the discretion of the Director of Community Development, except as provided under provision D below.

C. For park designs and existing parks:

   1. Any change that would result in overall reduction of recreational amenities within the park or recreation area, including, but not limited to:

      a. Any reduction in the park acreage.

      b. Any deletion or reduction in size of an amenity that received park credit, and/or replacement of an amenity that received park credit with another amenity of lesser value, where such change results in a reduction of the total park improvement credit for the park.

      c. Any deletion or reduction in size of a major recreational amenity, including but not limited to pool(s), assembly space(s) such as multipurpose room, fitness center(s), tot lot(s), and any fields or courts.

2. For park designs and existing parks, where there are existing residences within 200 feet from the park boundary, a major change also includes, but is not limited to, any change in size; replacement of an amenity with another amenity of unequal value; or the addition or deletion of an amenity, where such change could create a significant impact to the residences within 200 feet of the park facility. An example of a major modification would be addition of a shade structure, picnic/cook tables or group BBQs that creates a significant on-site and/or off-site parking impact.

3. Any change to an existing park's amenities that, at the discretion of the Director of Community ~~Development~~ Services, would negatively impact the existing residential neighborhood.

D. Proposed modifications that meet any of the criteria listed in Section 2-19-2 shall be processed as a major modification.

Except for the foregoing, all proposed modifications are minor modifications. The Director of Community ~~Development~~ Services shall have the authority to determine whether a proposed modification to an approved park plan or park design is major or minor. The Director of Community ~~Development~~ Services shall review and approve minor modifications on parks. Major modifications shall be reviewed and approved by the approval authority specified in Sections 2-22-3.C and 2-22-5.C.

Section 2-23-5. – Mailing of Notices.

Only notices for a public hearing need to be mailed, unless otherwise directed by the Director of Community Development. Coastal zone development, Section 2-7-5, and a hazardous waste facility under Section 2-13-3 (Procedure), have different noticing requirements. General note: The 500-foot measurement shall be measured from the property line of the project site. However, where a roadway is adjacent to a project site, the adjacent street and its right-of-way shall not be included in the 500-foot measurement.

Sec. 2-33-8. - Appeal.

~~An action~~ decision of the Director of Community Development with respect to the time-restricted parking application may be appealed to the Planning Commission within 15 calendar days of the date of the decision in accordance with Chapter 2-5.

Sec. 2-35-5. - Appeal.

A. ~~An action~~ decision of the Director of Community Development or Zoning Administrator with respect to use determination application may be appealed within 15 calendar days of the decision in accordance with Chapter 2-5.

B. See Chapter 2-5 for information on appealing Zoning Administrator or Planning Commission decisions ~~actions~~.

Sec. 2-37-8. - Appeal.

~~An action~~ decision of the Zoning Administrator may be appealed to the Planning Commission, and ~~an action~~ decision of the Planning Commission approving, denying, or approving in modified form may be appealed to the City Council, within 15 calendar days of the decision in accordance with Chapter 2-5 (Appeal Procedure). The City Council's decision ~~action~~ shall take effect immediately.

Sec. 3-3-1. - Land use matrix

- *Specify "Short-term rentals" as a prohibited use in all zones.*
- *Add "School, commercial" as a permitted use in 4.9 Lower Peters Canyon Commercial Zone*
- *Change "Residential, second unit" to "Residential, accessory dwelling unit" and list in the land use matrix as follows:*

Prohibited zones:

1.1 Exclusive Agriculture
1.2 Development Reserve
1.3 Conservation/Open Space Reserve
1.4 Preservation
1.5 Recreation
1.6 Water Bodies
1.7 Landfill Overlay
1.8 Golf Course Overlay
1.9 Orange County Great Park
4.1 Neighborhood Commercial
4.2 Community Commercial
4.3 Vehicle Related Commercial
4.4 Commercial Recreation
4.9 Lower Peters Cyn. Regional Commercial
5.0 IBC Mixed Use
5.1 IBC Multi-Use
5.2 IBC Industrial
5.3 IBC Residential
5.4 General Industrial
5.5 Medical and Science
5.6 Business Park
6.1 Institutional

Permitted zones:

2.1 Estate Density Residential
2.2 Low Density Residential
2.3 Medium Density Residential
2.4 Medium-High Density Residential
2.5 High-Density Residential
3.1 Multi-Use
3.2 Transit Oriented Development
~~5.2 IBC Industrial~~
~~5.3 IBC Residential~~
8.1 Trails and Transit Oriented Development

Sec. 3-5-1. - Accessory structures.

A. *Residential uses.* Accessory structures are permitted on any site containing a residential use. The accessory structure shall meet the following requirements:

1. Accessory structures are permitted only within the rear yard area.

2. Accessory structures shall have a total maximum area of 250 gross square feet.

3. A maximum of 50 percent of a required setback area may be covered by accessory structures.

4. Accessory structures shall have a maximum height of 12 feet or one story, whichever is less.

5. Accessory structures shall comply with all building codes and this zoning ordinance.

6. Site coverage, including all structures on a site, shall not exceed the maximum allowed in Chapter 3-29.

Note accessory Dwelling Units are a separate land use and subject to Chapter 3-26, Accessory Dwelling Unit Standards.

CHAPTER 3-25. – SHORT TERM RENTALS

Sec. 3-25-1. – Purpose and Intent

The purpose of this chapter is to establish that short-term rentals are prohibited uses on any property within the City's residential zones, and within any other zoning district in

the city, including all underlying or base zones, overlay zones and adopted specific plans, in which residential uses are a permitted or conditionally permitted use.

The amendments to Chapter 3 are express restatements of the existing prohibition on short-term rentals in the City.

Sec. 3-25-2. - Definitions

The definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this chapter.

A. "Advertisement" means any announcement, whether in a magazine, newspaper, handbill, notice, display, billboard, poster, email, internet website, platform or application, any form of television or radio broadcast or any other form of communication, whose primary purpose is to propose a transaction. The provisions of Irvine Code of Ordinances Section 4-6-234. – Evidence of doing business shall also apply.
B. "Code Enforcement Official" shall mean the Manager of Neighborhood Services, Code Enforcement Supervisor, or their designee.
C. "Residential Zoning District" shall mean all zones within the City of Irvine that support or include residential uses, whether as a permitted use or conditionally permitted use.
D. "Responsible Party" means any person(s) or entity(ies) that hold(s) legal and/or equitable title to the real property and/or dwelling unit, including any property owner, lessee or tenant, or any agent or representative thereof, who causes or permits any violation of this Code. To cause or permit includes failure to correct or cause correction after receiving notice from the City of the violation.
E. "Short-Term Rental" means a rental or other occupancy of a dwelling unit or part of a dwelling unit to visitors where lodging is furnished for a period of thirty (30) consecutive calendar days or less.

Sec. 3-25-3. - Short-Term Rentals and Advertisement of Short-term Rentals Prohibited

A. No Responsible Party shall operate or allow the operation of a Short-Term Rental in any Residential Zoning District within the City.
B. No Responsible Party shall post, publish, circulate, broadcast or maintain any Advertisement of a Short-Term Rental prohibited in any Residential Zoning District within the City.

Sec. 3-25-4. – Public Nuisance

Any use or condition caused, or permitted or allowed to exist, continue or remain in violation of any provision of this Chapter shall be, and is hereby declared to be, a public

nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure § 731 or through any other remedy provided for by law.

Sec. 3-25-5. – Violations; misdemeanors and infractions

It shall be unlawful for any Responsible Party to violate any provision or to fail to comply with any of the requirements of this Chapter. Such a violation may be prosecuted in the name of the people of the State, redressed by civil action, or resolved by administrative remedies. Any Responsible Party who violates or fails to comply with any provision of this Code or any City ordinance is guilty of a misdemeanor.

Sec. 3-25-6. – Penalties for Violation

The provisions of Title 4, Division 13, Chapter 1 will apply.

~~**CHAPTER 3-26. - RESIDENTIAL, SECOND UNIT STANDARDS**~~

~~**Sec. 3-26-1. - Applicability.**~~

~~These regulations apply to residential second units that are proposed on lots zoned for residential use in conjunction with or subsequent to the construction of the primary dwelling.~~

~~(Code 1976, § V.E-317.1; Ord. No. 92-3, 4-14-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 03-02, § 4, 1-14-03)~~

~~**Sec. 3-26-2. - Approvals required.**~~

~~An applicant for a permit must be the owner-occupant of the dwelling unit. In accordance with State law (Government Code § 65852.2), the following criteria constitute the maximum standards that the City shall use to evaluate a proposed second unit.~~

~~(Code 1976, § V.E-317.2; Ord. No. 92-3, 4-14-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 03-02, § 4, 1-14-03)~~

~~**Sec. 3-26-3. - Site requirements.**~~

~~A. Each second residential unit shall comply with the following criteria:~~

~~1. The unit is not intended for sale and may be rented.~~
~~2. The lot is zoned for single-family or multifamily use.~~
~~3. The lot contains an existing single-family dwelling.~~
~~4. The second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.~~
~~5. The floor area of a second unit shall not exceed 30 percent of the floor area of the existing living area. This requirement is not applicable to second units on single-~~

~~family detached lots equal to or greater than 20,000 square feet. Any construction shall conform to height, setback, lot coverage, fees, charges and other zoning requirements generally applicable to residential construction in the zone in which the property is located.~~

~~6. Any construction shall conform to height, setback, lot coverage, fees, charges and other zoning requirements generally applicable to residential construction in the zone in which the property is located.~~

~~7. The total area of floorspace for a detached second unit shall not exceed 1,200 square feet. This requirement is not applicable to second units on single-family detached lots equal to or greater than 20,000 square feet.~~

~~8. The second unit shall be in compliance with any local building code requirements which apply to detached dwellings, as appropriate.~~

~~B. A second residential unit which conforms to these requirements shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential use which is consistent with the existing General Plan and zoning designation for the lot.~~

~~(Code 1976, § V.E-317.3; Ord. No. 92-3, 4-14-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 03-02, § 4, 1-14-03)~~

CHAPTER 3-26. ACCESSORY DWELLING ~~RESIDENTIAL, SECOND~~ UNIT STANDARDS

Section 3-26-1. Purpose

The purpose of this Chapter is to establish procedures for the creation of accessory dwelling units as defined in Zoning Ordinance Chapter 1-2., Definitions, and in California Government Code Section 65852.2, or any successor statute. Additionally, the purpose of this Chapter is to provide development requirements to ensure the orderly development of accessory dwelling units in appropriate areas of the City.

Section 3-26-2. Intent

The City of Irvine recognizes the importance of livable housing and an attractive, suitable living environment for all residents. The State Legislature has declared that accessory dwelling units are a valuable form of housing in California. It is the intent of the City to permit accessory dwelling units, in conformance with State law, in all those areas and subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of single-family residential neighborhoods.

Section 3-26-3. Applicability

The provisions of this Section apply to all lots that are occupied with a proposed or existing single-family dwelling unit and zoned for single-family or multifamily residential use.

An accessory dwelling unit is either attached or located within the living area of the proposed or existing primary dwelling or detached from the proposed or existing dwelling and located on the same lot as the proposed or existing primary dwelling.

Section 3-26-4. Approvals Required

Accessory dwelling units shall be reviewed and subject to the approval of the Director of Community Development or his/her designee through a building permit application upon finding the following conditions have been met:

1. The dwelling conforms to the development standards and requirements for accessory dwelling units established in this Chapter.
2. Public and utility services, including emergency access, are adequate to serve both dwellings.
3. The applicant of the building permit application shall be an owner-occupant.

The Director shall approve or disapprove a building permit for an accessory dwelling unit within 120 days after receiving the complete application.

Section 3-26-5. Development Requirements

Except as modified by this Section, an accessory dwelling unit shall conform to all requirements of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of this Zoning Ordinance, including but not limited to site coverage, building height, building setbacks, and general development standards, special development requirements, and design criteria.

Each accessory dwelling unit shall comply with the following:

1. *Density Provisions.* An accessory dwelling unit that conforms to the requirements of this Chapter shall not be considered to exceed the allowable density for the lot upon which such unit is proposed to be established, and shall be deemed to be an accessory single-family residential use which is consistent with the existing general plan and zoning designation for the lot.

2. *Number of Units Allowed Per Parcel.* A maximum of one (1) accessory dwelling unit is allowed on a single lot. An accessory dwelling unit shall not be allowed on a lot with more than one proposed or existing dwelling unit.

3. *Existing Lot/Uses and Construction Timing.* An accessory dwelling unit shall be allowed if the existing lot and the proposed or existing dwelling meets the following requirements:

a. The lot on which the accessory dwelling unit is proposed to be established shall contain one proposed or existing permanent single-family dwelling, and no existing residential second unit ("granny unit" or "in-law unit"), guest house, servant's quarters or similar facility, unless the proposal includes demolition or modification of such facility so as to comply with the provisions of this Chapter. For the purposes of this section "similar facility" shall include a habitable structure for residents, renters, guests and/or household employees located on the same lot as an allowable principal dwelling unit regardless of whether a separate kitchen or cooking facility is installed/maintained in that structure.

b. The accessory dwelling unit shall be constructed concurrently with, or subsequent to, the primary single-family dwelling, which shall be legally conforming or legally nonconforming with all applicable Irvine City Codes. For a legally nonconforming primary residence, the required minimum number and type of parking space(s) shall be brought into conformance at the time of building permit application review for the accessory dwelling unit. If constructed at the same time, the principal dwelling unit shall be finished before or with the accessory dwelling unit.

c. The accessory dwelling unit is allowed in the zone in which it is proposed.

4. *Minimum Lot Size.* A minimum lot or parcel size of five thousand (5,000) square feet, shall be required in order to establish an attached or detached accessory dwelling unit.

5. *Setback Requirements.* Unless further noted below, accessory dwelling units shall comply with the setback requirements applicable to the zoning district in which they are located.

a. Detached Accessory Dwelling Unit.

i. A detached accessory dwelling unit shall have a minimum building-to-building separation consistent with the underlying residential zoning district or Building Code, whichever is more restrictive between the principal dwelling unit and the detached accessory dwelling unit.

ii. A detached accessory dwelling unit shall be located no closer to the front property line than the front-most building wall of the principal dwelling unit.

b. In cases where the minimum required garage setbacks differ from principal building setbacks the following applies:

i. *Conversion of Existing Garage.* No additional setback shall be required for a legally established existing garage that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, provided that the side and rear setbacks comply with required Building Codes. Expansion of the exterior walls of the existing garage is prohibited.

ii. *New Construction over Existing Garage.* A minimum setback of five feet from the side and rear property lines shall be required for an accessory dwelling unit that is constructed above a legally established existing garage. An accessory dwelling unit constructed above a garage shall not extend outside the footprint of the existing garage. All setbacks shall also comply with all applicable Building Code requirements, whichever is more restrictive.

iii. *New Construction over New Ground-Level Garage.* A new accessory dwelling unit concurrently constructed entirely and directly over a new ground-level garage shall comply with Zoning Ordinance Section 3-27-10, Garage and Carport Setback Requirements and all applicable Building Code requirements, whichever is more restrictive. An accessory dwelling unit constructed above a new ground-level garage shall not extend outside the footprint of the garage.

c. Accessory dwelling units are not eligible for setback variances unless the City initiates a variance for purposes such as street widening.

d. Accessory dwelling units shall not apply any alternative setback standard(s) approved for the principal dwelling unit.

e. Accessory dwelling units shall comply with any easements on the lot.

6. *Development Standards.* The following development standards shall apply to accessory dwelling units:

a. *Facilities.* The accessory dwelling unit shall have a separate exterior entrance independent from the existing principal residence, and shall contain kitchen and sanitation facilities separate from those of the principal dwelling unit.

b. Utility Services.

i. The accessory dwelling unit may be metered separately from the main dwelling unit for gas, electricity, communications, water and sewer services, if unused quarter increment decimal addresses are available.

ii. An accessory dwelling unit shall not be considered a new residential dwelling unit for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

iii. An accessory dwelling unit that is contained within the existing space of a single-family residence or accessory structure as defined in subsection 9 below, shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility and shall not be imposed a related fee or capacity charge.

iv. All other accessory dwelling units may require a new or separate utility connection between the accessory dwelling unit and the utility at the discretion of the City and/or applicable public utility. Any connection fee or capacity charge shall be proportionate to the burden placed on the water and sewer systems due to unit size or number of plumbing fixtures.

v. An accessory dwelling unit must be approved by the Local Health Officer if a private sewage-disposal system is used.

c. *Fire Sprinklers.* Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

d. *Unit Size.* The accessory dwelling unit shall comply with the following requirements:

i. The minimum total floor area of an accessory dwelling unit, including efficiency unit, shall comply with California Building Code Section 1208.4.

ii. The maximum total floor space area of an attached or detached accessory dwelling unit is limited to no more than 50 percent of the livable floor area (excludes garage and any accessory structure) of the proposed or existing principal dwelling unit or the following table, whichever is less:

Lot Size (square feet)	**Maximum Total Floor Area of ADU (square feet)**
5,000 – 7,999	700
8,000 – 9,999	800
10,000 – 19,999	1,000
20,000+	1,200

iii. The accessory dwelling unit shall contain no more than two (2) bedrooms.

e. *Site Coverage.* Site coverage, including all structures on a site, shall not exceed the maximum allowed under Chapters 3-29, Site Coverage, and 3-37, Zoning District Land Use Regulations and Development Standards.

f. *Height.* Detached accessory dwelling units shall not exceed one-story and a height of 15.5 feet or the height of the principal dwelling unit, whichever is less, unless the accessory dwelling unit is constructed above an existing or new garage or is attached to the principal dwelling unit, in which case the structure shall comply with the height limits of the underlying zoning district.

7. *Design Standards.* An accessory dwelling unit shall conform to the following design standards:

a. Exterior stairs and doors shall not be visible from any public right-of-way, excluding alleys;
b. The design, color, material, pitch, and texture of the roof shall be substantially the same as the principal dwelling unit;
c. The color, material and texture of all building walls, window types, and door and window trims shall be similar to, and compatible with, the principal dwelling unit;
d. The architectural style of the accessory dwelling unit shall be the same or similar to the principal dwelling unit, or, if no architectural style can be identified, the design of the accessory dwelling unit shall be architecturally compatible with the principal dwelling unit, and shall maintain the scale and appearance of a single-family dwelling and is in harmony with the neighborhood;
e. If the accessory dwelling unit is constructed above the principal dwelling unit or garage, all windows and doors shall be designed to minimize the privacy impacts onto the adjacent properties including, but are not limited to, window placement above eye level and/or horizontally off-set to avoid direct alignment with the adjacent property's windows, and windows and doors located toward the existing on-site residence;
f. When a garage, carport, or covered parking structure that is visible from any public right-of-way is converted or demolished in conjunction with the construction of an accessory dwelling unit, the design shall incorporate features to match the scale, materials and landscaping of the original house that preserve the existing streetscape and character of the surrounding neighborhood;
g. Adequate access by emergency services to both the primary residence and accessory dwelling unit shall be provided;
h. Enhanced landscaping and strategically located open space shall be provided to ensure privacy and screening of adjacent properties;
i. The accessory dwelling unit shall not cause a substantial adverse change as defined in California Public Resources Code Section 5020.1 on any

real property that is listed in the National Register of Historic Places and/or California Register of Historic Places.

8. *Passageway.* No passageway shall be required in conjunction with the construction of an accessory dwelling unit. For purposes of this section, "passageway" means a pathway that is unobstructed clear to the sky and extended from the street to one entrance of the accessory dwelling unit.

9. *Conversion of Space within Existing Structure.* Notwithstanding the provisions of subsections 1-8 above, an accessory dwelling unit shall be permitted if the unit is contained within the existing livable space of a single-family residence or existing accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks comply with required Building Codes. For purposes of this section "accessory structure" shall mean an enclosed, habitable structure including but not limited to, a studio, pool house, or similar structure.

   For purposes of this section, the portion of the single-family detached dwelling unit or accessory structure must have been legally permitted (i.e., final field inspections successfully completed) and existing for a minimum of three (3) years prior to the issuance of a permit to convert the space into an accessory dwelling unit.

10. *Conversion of Existing Residential Second Unit.* Conversion of any existing legal residential second unit ("granny unit" or "in-law unit"), accessory living quarters, guest house, servant's quarters or similar facility into an accessory dwelling unit shall require that the unit meet the provisions of this Chapter.

11. *Code Compliance.* The accessory dwelling unit shall be constructed in accordance with provisions of the latest edition of building and other codes adopted by the City.

Section 3-26-6. Parking Requirements for Accessory Dwelling Units

1. *Parking.* Parking shall comply with the requirements of Division 4, Parking, except as modified below:

   a. *Number.* One (1) parking space required for an accessory dwelling unit unless the accessory dwelling unit has no bedrooms, in which case, no parking space is required. A required accessory dwelling unit space is in addition to any required parking for the principal single-family dwelling unit.

   b. *Types and Dimensions.* Required accessory dwelling unit parking shall be provided through conventional garages or carports and tandem parking located on an existing driveway leading to a garage, or in any other

location on-site meeting all requirements, including required setbacks, in section d below. Tandem parking on driveways shall meet minimum length dimensions consistent with Zoning Ordinance Section 3-27-10.B, Garage and Carport Setback Requirements and a minimum width of ten feet .

c. *Garage Parking Shared with Principal Unit.* If parking for the accessory dwelling unit is provided in a garage which also provides parking for the principal dwelling unit, the provided space(s) shall be for the exclusive use of the accessory dwelling unit. The space(s) shall be separated from any garage spaces for the principal dwelling unit by a permanent wall or barrier, and shall have a separate or independent garage door.

d. Driveway Access and Configuration.

i. The accessory dwelling unit and any associated parking shall utilize the same vehicular access that serves the existing principal dwelling unit.
ii. A vehicular driveway that provides access to required parking shall have a minimum width of ten (10) feet.
iii. A new separate or expanded driveway entrance (i.e., curb cut) from a street, drive or alley is prohibited unless a new garage or carport is constructed for the purpose of providing parking spaces for an accessory dwelling unit and/or replacement spaces for the primary dwelling unit. In such instance, the new or altered curb cut for the driveway entrance shall require review of a separate encroachment permit application demonstrating compliance with Engineering Standard Plan 204 (Driveway Type I).
iv. An existing driveway, not existing curb cut, may be expanded on-site on private property to accommodate required accessory dwelling unit parking spaces as follows:
    - Driveway expansion shall not obstruct sight distance for access pursuant to Engineering Standard Plan 403 (Sight Distance Detail);
    - Driveway expansion shall maintain a minimum 10 feet setback from the front and streetside property lines;
    - Driveway expansion shall maintain a minimum five (5) feet setback from the side and rear property lines; and
    - Driveway expansion shall meet all applicable City standards.
v. All required resident and accessory dwelling unit parking spaces shall occur in approved driveways and garages and/or carports on-site in accordance with Zoning Ordinance Section 3-34-1.A. Parking in front yard/landscaped and unpaved or gravel areas is prohibited.
vi. The Director of Community Development shall have the authority to determine if the proposed parking design is not feasible based on specific site or regional topographical or fire and life safety conditions.

e. *No Parking Required.* No parking shall be required for:

i. Accessory dwelling unit converted as part of the proposed or existing principal residence or an accessory structure as described in Section 3-26-5, Subsection 9.

ii. Accessory dwelling units located within one-half mile measured by actual walking distance along an accessible path of travel of a public transit. For the purposes of this section "public transit" shall include a bus stop with fixed route service that provides transit service at 15-minute intervals or better during a.m. and p.m. peak commute periods.

iii. Accessory dwelling unit is located within an architecturally and historically significant district.

iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

v. When there is a car-share vehicle located within one block of the accessory dwelling unit. For the purposes of this section, "car-share vehicle" shall mean part of an established short-term vehicle rental program intended where one or more car-share vehicles stay in a fixed pick-up and drop-off location and available to the public to use on reservation or as-needed basis. Rideshare services such as Uber and Lyft do not qualify as a "car-share service."

f. Existing Garage Conversions and Demolitions.

When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, replacement spaces must be provided on-site, subject to Zoning Ordinance Division 4, Parking, and this Section (Parking Requirements for Accessory Dwelling Units). Replacement parking spaces shall include a new garage or carport for any required covered resident parking spaces for the principal dwelling unit and, when applicable, any required uncovered tandem/driveway spaces. Use of mechanical automobile parking lifts shall be concealed within a permitted garage only. The replacement spaces for the principal dwelling unit are in addition to any required accessory dwelling unit parking space. This requirement shall not apply to an accessory dwelling unit meeting the criteria in Subsection e directly above.

Section 3-26-7. Additional Requirements for Accessory Dwelling Units

1. Ownership and Occupancy.

a. *Owner Occupancy Required.* The principal dwelling unit or accessory dwelling unit shall be continuously occupied as the primary residence by at least one person having ownership interest in the lot, and shall not be rented or leased as long as the accessory dwelling unit exists;

b. *Sale or Ownership Prohibited.* Sale or ownership of an accessory dwelling unit separate from the main dwelling unit is prohibited; and

c. *Short-Term Rental Use Prohibited.* The residential unit that is not occupied by the owner of the property in conformance with this section may not be rented for thirty (30) consecutive calendar days or less pursuant to Zoning Ordinance Section 3-25.

2. *Existing Nonconforming Units.* Accessory dwelling units that exist as of the effective date of this section that have previously been legally established may continue to operate as legal nonconforming accessory dwelling units in accordance with Zoning Ordinance Chapter 3-19, Nonconforming Uses and Structures.

3. *Addressing.* The accessory dwelling unit shall use the same address as the existing dwelling unit.

4. *Deed Restriction.* Prior to issuance of a grading or building permit for an accessory dwelling unit, whichever occurs first, the property owner shall execute a covenant setting forth the following requirements, in a form and substance satisfactory to the Community Development Department and City Attorney's Office, which shall be recorded in the office of the Orange County Recorder and a copy of the recorded covenant provided to the City of Irvine. The covenant shall be submitted as a Pre-Application case type to the City for review and state the following:

   a. The accessory dwelling unit shall not be sold or owned separately from the principal dwelling unit, and the lot upon which the unit is located shall not be subdivided in any manner that would authorize such sale or ownership;
   b. The accessory dwelling unit shall be a legal unit, and may be used as habitable space, only so long as either the principal dwelling unit, or the accessory dwelling unit, is occupied by at least one owner of record of the property;
   c. In the event the minimum one person having ownership interest in the lot ceases to occupy a unit on the lot, the accessory dwelling unit shall automatically become non-habitable space, shall not be used as a dwelling unit, and shall not be rented or leased for any purpose.
   d. The principal unit and accessory dwelling unit shall not be rented for a period less than thirty (30) consecutive days; and

e. The above restrictions shall be binding upon any successor in ownership of the property as long as the accessory dwelling unit exists on the property; lack of compliance shall be cause for code enforcement.

Sec. 3-29-1. - Site coverage.

A. Applicability. Site coverage requirements apply to all ~~conventional~~ detached residential on a single, privately-owned lot, and to all nonresidential developments.

B. Maximum site coverage. See chapter 3-37 (land use regulations and development standards by zoning district).

Sec. 3-37-13. 2.1 Estate Density Residential.

C. Permitted uses. [1]

12. Residential, ~~attached (2.1A only).~~accessory dwelling unit.

13. Residential, ~~second unit.~~ attached (2.1A only).

Sec. 3-37-13. 2.2 Low Density Residential.

C. Permitted uses. 1,[6]

13. Residential, ~~attached.~~ accessory dwelling unit.

14. Residential, ~~second unit.~~ attached.

Sec. 3-37-14. - 2.3 Medium Density Residential.

C. Permitted uses. [3]

13. Residential, ~~attached.~~ accessory dwelling unit.

14. Residential, ~~*second* units.~~ attached.

E.	Minimum site size	2,400 square feet
		2.3P: 3,300 square feet (Tract 17358 and Tract 17497 in PA 20)
F.	Minimum building site area	2.3F: 3,000 square feet (Lower Peters Canyon)

G.	Maximum site coverage	
	All uses except single-family detached	Unlimited
	Single-family detached	50%
		2.3P: 50% (Tract 17358 and Tract 17497 in PA 20)
H.	Maximum building height	35 feet[7]
		2.3A: 50 feet (University Town Center)
		2.3F: 40 feet (Multifamily only)[8]
		2.3P: 30 feet (Tract 17458 and Tract 17498 in PA 20)

Sec. 3-37-15. - 2.4 Medium-High Density Residential.

C. Permitted uses. [2]

13. Residential, ~~attached.~~ accessory dwelling unit.

14. Residential, ~~*second* units~~ attached.

E.	*Minimum site size*	0.5 acre (all uses except single-family detached) 2,400 square feet (single-family detached only) 2.4F: Not applicable (Lower Peters Canyon)
F.	*Minimum building site area*	2.4F: 3,000 square feet (Lower Peters Canyon) [6]
G.	*Maximum site coverage:*	
	All uses except single-family detached	Unlimited
	Single-family detached	50%
H.	*Maximum building height:*	
	All uses except single-family detached	50 feet 2.4A: 6 stories (University Town Center) 2.4E: Architectural features may be permitted to exceed maximum building heights (Westpark) 2.4F: 35 feet [7] ; 40 feet (multifamily only) [8]
	Single-family detached	35 feet
I.	*Minimum site landscaping:*	
	All uses except single-	30%

	family detached	2.4F: Not applicable (Lower Peters Canyon)
	Single-family detached	Not applicable
J.	*Minimum open space area*	2.4F: 5% (multifamily only) [9]

Sec. 3-37-16. - 2.5 High Density Residential.

C. Permitted uses. [1]

12. Residential, accessory dwelling unit ~~*second* units~~.

13. Residential, ~~shelter~~ attached.

14. Residential, ~~attached~~ shelter

Sec. 3-37-17. - 3.1 Multi-Use.

C. Permitted uses. [3]

28. Residential care facility ~~attached (3.1A and 3.1F: prohibited)~~.

29. Residential, accessory dwelling unit (3.1A: prohibited) ~~care facility~~.

30. Residential, attached (3.1A and 3.1F: prohibited). ~~second unit (3.1A: prohibited;3.1B: 0-50.0 dwelling units per acre (Westpark).~~

Sec. 3-37-18. - 3.2 Transit Oriented Development.

C. Permitted uses.

22. Residential~~, attached.~~ accessory dwelling unit.

23. Residential, ~~*second* unit.~~ attached.

Sec. 3-37-28. 4.9 Lower Peters Canyon Regional Commercial

B. *Permitted uses.* [2]

1. Accessory use. [3]
2. Agriculture.
3. Arcades, game.
4. Bar, tavern, cocktail lounge.
5. Caretaker's quarters.
6. Child care centers.
7. Church.
8. Commercial recreation (over 1,500 square feet).
9. Commercial recreation (under 1,500 square feet).
10. Community facility.

11. Convenience liquor store.
12. Department stores.
13. Equipment rental.
14. Financial institution (except drive-thru).
15. Fortunetelling.
16. Fraternal and service clubs.
17. Government facility.
18. Greenhouses.
19. Hospital.
20. Hotel/motel (after July 1, 2005).
21. Industries, service.
22. Information center.
23. Office, administrative, business, professional.
24. Office, design professionals.
25. Office, headquarters.
26. Office, medical.
27. Outdoor sales.
28. Outdoor vendor.
29. Parks.
30. Residential, nonprofit/institutional.
31. Restaurants.
32. Restaurant, fast food (except drive-thru).
33. Retail and/or service business, general (except drive-thru).
34. Retail business, home improvement related.
35. Schools, Commercial
36~~35~~. Schools, private.
37~~36~~. Schools, public.
38~~37~~. Single room occupancy (SRO).
39~~38~~. Supermarkets.
40~~39~~. Utility building and facility.
41~~40~~. Vehicle assembly.
42~~41~~. Vehicle body repair, paint or restoration.
43~~42~~. Vehicle leasing and rentals.
44~~43~~. Vehicle repair.
45~~44~~. Vehicle sales.
46~~45~~. Veterinary services, domestics.
47~~46~~. Veterinary services, livestock.
48~~47~~. Warehouse and sales outlet.
49~~48~~. Warehousing, storage and distribution.
50~~49~~. Wireless communication facility (may require a wireless communication facility permit, a minor conditional use permit, a major conditional use permit or may be prohibited, depending on the type of installation and the location of the installation site, pursuant to the review procedures matrix in Section 2-37.5-3).

Sec. 3-37-32. – 5.3 IBC Residential.

D. Conditional uses.

GLU [1] Category	Use
29	Child care center
35	Churches (and other Places of Worship). [2]
35	Community facility
30	Congregate care facility
30	Convalescent home
29	Information center
35	Manufactured structure (over two years)
31	Model home sales complex
30	Recreational vehicle storage, private
33	Residential, attached
29	Residential care facility
33	Residential, single-family detached
~~33~~	~~Residential, second unit~~
35	School, private [3]
33	Senior housing
29	Supportive housing — Large
33	Transitional housing — Large
35	Utility building and facility

Sec. 3-37-39. – 8.1 Trails and Transit Oriented Development.

C. Permitted uses.

Permitted uses.

1. Accessory use (including clubhouses and recreational amenities for the residential community).
2. Agriculture (interim use).
3. Alternative health care provider.
4. Caretaker's quarters.
5. Commercial recreation (under 1,500 square feet).
6. Department store.
7. Domestic animal care facility. [1]
8. Financial institution (except drive-thru).
9. Home care.
10. Home occupation permit.
11. Information center.
12. Manufactured structure permit (up to two years).
13. Model home sales complex.
14. Office, administrative, business professional.
15. Office, design professional.
16. Office, headquarters.
17. Office, medical.
18. Outdoor vendor.
19. Park.
20. Public park facility (only in public parks).
21. Pushcart.
22. Residential, ~~second dwelling unit~~ accessory dwelling unit.
23. Residential, attached.
24. Residential, single-family detached.
25. Residential shelter.
26. Research and development.
27. Restaurant.
28. Restaurant, fast food (except drive-thru).
29. Retail business, accessory (subject to requirements in Chapter 3-5-2).
30. Retail and/or service business, general (except drive-thru).
31. Reverse vending machine.
32. School, public.
33. Stable, private (only within agriculture area).
34. Supermarket.
35. Vehicle repair and detailing, mobile.
36. Warehousing, storage and distribution. [2]
37. Wireless communication facility (May require a wireless communication facility permit, a minor conditional use, a major conditional use, or may be prohibited, depending on the type of installation and the location of the installation site, pursuant to the review procedures matrix in Section 2-37.5-3).

See Section 9-51-6(U) for special development requirements.

Section 4-3-4 Automobile Parking Matrix

	Use	Minimum Parking Requirement	Minimum % Full Size Spaces	Notes
1.	Single-family detached [1,2,3,4]:	1, 2 and 3 bedrooms: 2 spaces/unit (2 covered)	100%	[1] Visitor parking for single-family detached units is assumed to be available along the public or private street frontage. If on-street parking is not permitted or is restricted on the unit's street frontage then 1 visitor parking space shall be required for each affected unit. This visitor space shall be located not more than 100 feet from the unit's street frontage. This space cannot be tandem.
		4 bedrooms or more: 3 spaces/unit (2 covered)		[2] Resident parking spaces may be tandem. See Section 4-4-1.A for required dimensions of tandem spaces.
				[3] ~~Units which meet the state requirements for second units (commonly called granny flats or units per Government Code § 65852.2) shall provide one (1) space in addition to the space(s) required for the primary dwelling unit on site. This space may be tandem. This space may be located within an approved driveway (see Section 3-27-10), but is prohibited in all setback areas and the front yard. If the provision of an on-site space is not feasible, the Director of Community Development shall have the authority to permit the required parking space to be provided off-site.~~ One (1) parking space required for an accessory dwelling unit unless the accessory dwelling unit has no bedrooms, in which case, no parking space is required. A required accessory dwelling unit space is in addition to any required parking for the principal single-family dwelling unit. See Section 3-26-5. Parking Requirements for Accessory Dwelling Units for additional requirements.
				[4] Units approved prior to August 9, 1983, are only required to provide 2 on-site covered parking spaces.
2.	Attached development, ownership:			
	Resident [1]	Studio: 1 space/unit (1 covered)	100%	[1] All required covered parking spaces shall be assigned. These spaces may be tandem if assigned to the same unit.
		1 bedroom: 1.5 spaces/unit (1 covered)		
		2 or more bedrooms: 2 spaces/unit (2 covered)		
	Visitor [2,3,4]	.7 spaces/dwelling unit if project has resident garages		[2] On street parking on the development site may count toward fulfilling visitor-parking requirements. See Section 4-4-1.A for required dimensions of parallel parking spaces. Such spaces must be located within the maximum distances specified in Section 4-4-5.

Use		Minimum Parking Requirement	Minimum % Full Size Spaces	Notes
				[3] Tandem parking may not count towards fulfilling visitor-parking requirements.
		.4 spaces/dwelling unit if the project has resident carports		4. A higher ratio of guest parking is required for projects with garages. Garages are used for storage of household goods resulting in a greater number of resident vehicles parking in visitor spaces. This circumstance does not occur with carports.
		Planning Area 4 (Lower Peters Canyon): 1 space/4 dwelling units		
3.	Boarding house:	**1 on-site space per rented bedroom ~~guest room~~**		**~~Required parking on-site only.~~ All boarding house tenants required to park on-site.**
4.	Attached development, rental and low or moderate income ownership:			
	Resident [1,4]	Studio: 1 space/unit (1 covered)	100%	[1] All required covered resident parking spaces shall be assigned to a specific unit. These spaces may be tandem if assigned to the same unit.
		1 bedroom: 1.4 spaces/unit (1 covered)		
		2 bedroom: 1.6 spaces/unit (1 covered)		
		3 or more bedrooms: 2 spaces/unit (1 covered)		
	Visitor [2,3]	1 space/4 dwelling units		[2] On-street parking on the development site may count toward fulfilling visitor-parking requirements. See Section 4-4-1.A for required dimensions of parallel spaces. Such spaces must be located within the maximum distances specified in Section 4-4-5.
				[3] Tandem parking may not count towards fulfilling visitor-parking requirements.

Sec. 9-4-4. – Land use matrix.

P	=	Permitted
C	=	Conditional
"."	=	Prohibited

	Category					
Land Use	2.3 Medium Density Residential	2.4 Medium-High Density Residential	3.1 Multi-Use	4.2 Community Commercial	4.9 Regional Commercial	5.6 Business Park
Residential, ~~second units~~ accessory dwelling unit	~~C~~ P (8)	~~C~~ P (8)	.	.	.	.
Short-term Rental	.	.				

Notes:

(1) Demonstration only.

(2) If within restaurants.

(3) After July 1, 2005.

(4) If the 20-acre site set aside for the Tustin Unified School District is not used for school purposes.

(5) As defined in Section 9-4-7.A.9.

(6) As defined in Section 9-4-7.B.1.d.

(7) This land use generates traffic trips the same as office, administrative, in the Irvine Business Complex and in the remainder of the City.

(8) See Chapter 3-26 for specific accessory dwelling unit requirements

Sec. 9-5-4. - Land use matrix

(City-wide regulations can also be found in Division 3.)

P	=	Permitted
C	=	Conditional
"."	=	Prohibited

	Category				
Land Use	1.1 Exclusive Agriculture	1.5 Recreation	2.2 Low Density	2.3 Medium Density	2.4 Medium-High Density
Residential, ~~second units~~ accessory dwelling unit	.	.	~~C~~ P (7)	~~C~~ P (7)	~~C~~ P (7)
Short-term Rental	.	.			

Notes:

(1) Interim use.
(2) Community parks: P.
(3) Only in public parks.
(4) See Chapter 9-14 for specific provisions.
(5) To be deed restricted at TTM.
(6) Caretaker's quarters only.
(7) See Chapter 3-26 for specific accessory dwelling unit requirements

Sec. 9-20-7. - Special development requirements.

See Division 3 for applicable general development requirements.

For properties within the 2.3P Zone, the principal permitted land uses shall be detached single-family. Accessory land uses such as, but not limited to, home occupations, accessory dwelling units ~~second units~~, and family day care facilities and other uses as may be authorized pursuant to State or federal law are also allowed.

Sec. 9-34-4. - Land use regulations.

	Category		
Land Use	1.5 Recreation	4.2 Community Commercial	5.4 General Industrial
Residential, ~~second units~~ accessory dwelling unit	.	.	.
Short-term Rental	.	.	.

Sec. 9-38-3. - Land use regulations.

	Category				
Land Use	1.2 Development Reserve	1.3 Conservation and Open Space Reserve	1.5 Recreation	2.3 Medium Density	2.4 Medium-High Density
Residential, ~~second units~~ accessory dwelling unit	.	.	.	P (5)	P (5)
Short-term Rental	.	.	.	.	.

Notes:

(1) Interim use.
(2) Agricultural products only.
(3) Community park: P.
(4) Only in public parks.
(5) See Chapter 3-26 for specific accessory dwelling unit requirements

Proposed Municipal Code Technical Updates – 2018
(including changes recommended by Planning Commission, February 15, 2018)

Title 4, PUBLIC SAFETY, Division 13 - CODE ENFORCEMENT

Sec. 4-13-101. - Purpose.

The City Council finds the enforcement of the Irvine Municipal Code is an important public service. It further finds that a code enforcement system that uses a combination of judicial and administrative remedies is vital to the protection of the public's health, safety and quality of life.

(Ord. No. 96-12, § 3(IV.K-101), 7-9-96)

Sec. 4-13-102. - General enforcement authority.

The ~~Chief Building Official~~ Manager of Neighborhood Services or his or her designee (hereinafter "Code Enforcement Official") has the authority and powers necessary to gain compliance with the provisions of this Code. These powers include the power to issue citations, inspect public and private property and use whatever judicial and administrative remedies are available under the Code and applicable State law. If an owner, occupant or agent refuses the Code Enforcement Official permission to inspect, the Code Enforcement Official may seek ~~an administrative inspection~~ a warrant ~~pursuant to the procedures provided for in California Code of Civil Procedure § 1822.50 et seq~~ under applicable law.

(Ord. No. 96-12, § 3(IV.K-102), 7-9-96)

Sec. 4-13-103. - Violations; misdemeanors and infractions.

A. It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this Code or any ordinance of the City. Such a violation may be prosecuted in the name of the people of the State, redressed by civil action, and/or resolved by administrative remedies. Any person who violates or fails to comply with any provision of this Code or any City ordinance is guilty of a misdemeanor or an infraction.

B. Violation of any provision of this Code or City ordinance shall be a misdemeanor unless by such provision it is made an infraction; provided, however, that the City Attorney has discretion to charge ~~and the Code Enforcement Official has discretion to treat~~ any offense in this Code as either a misdemeanor or an infraction.

(Ord. No. 96-12, § 3(IV.K-103), 7-9-96)

Sec. 4-13-104. - Acts include causing, aiding and abetting.

Whenever in this Code any act or omission is made unlawful, it shall include causing, permitting, aiding or abetting such act or omission.

(Ord. No. 96-12, § 3(IV.K-104), 7-9-96)

CHAPTER 2. - GENERAL PENALTY

Sec. 4-13-201. - Misdemeanor penalty.

Except in cases where a different punishment is specifically prescribed elsewhere in this Code, every misdemeanor offense shall be punishable by imprisonment for a period not exceeding six months, or by fine not exceeding $1,000, or by both fine and imprisonment at the discretion of the court.

(Ord. No. 96-12, § 3(IV.K-201), 7-9-96)

Sec. 4-13-202. - Infraction penalty.

Except as otherwise provided for in the Code, or in the City's bail schedule as established by resolution of the City Council and which may be amended from time to time, ~~Every~~ every violation determined to be an infraction is punishable by:

A. A fine not exceeding $100 for a first violation;

B. A fine not exceeding $200 for a second violation of the same provision within one year;

C. A fine not exceeding $500 for each additional violation of the same provision within one year.

A violation of local building and safety codes determined to be an infraction is punishable by:

A. A fine not exceeding $100 for a first violation;

B. A fine not exceeding $500 for a second violation of the same ordinance within one year;

C. A fine not exceeding $1,000 for each additional violation of the same ordinance within one year of the first violation.

(Ord. No. 96-12, § 3(IV.K-202), 7-9-96)

Sec. 4-13-203. - Continuing violation.

Each day any violation or failure to perform an act shall continue shall constitute a separate offense, unless otherwise specifically provided.

(Ord. No. 96-12, § 3(IV.K-203), 7-9-96)

CHAPTER 3. - ADMINISTRATIVE FINES

Sec. 4-13-301. - Findings.

The City Council ~~finds there is a need for an~~ recognizes that there are alternative methods of enforcement for any violation of the Irvine Municipal Code or City ordinance, ~~constituting an infraction~~ ("municipal ordinance violation"). The City Council further finds that administrative fines ~~are an appropriate method of enforcement~~ constitute one of those options. The use of the administrative citation in place of other remedies shall be at the sole discretion of the City. Issuance of an administrative citation shall not be deemed a waiver of any other enforcement remedies found within this Code.

(Ord. No. 96-12, § 3(IV.K-301), 7-9-96)

Sec. 4-13-302. - Scope.

A. Nothing in this division shall be construed to mean that a municipal ordinance violation is not also a crime punishable under criminal proceedings.

B. The procedures established in this chapter shall supplement and be in addition to any criminal, civil or other remedy established by law or under the provisions of this Code which may be pursued to address violations of the Code.

(Ord. No. 96-12, § 3(IV.K-302), 7-9-96)

Sec. 4-13-303. - Administrative citation.

A. *Issuance of administrative citation.* A Code Enforcement Official may, upon discovering that a person has committed a Municipal Code violation (hereinafter referred to as "offender"), issue an administrative citation to the offender. The administrative citation shall be given by personal service on the offender or by registered or certified mail to the offender's last known address.

B. *Administration citation contents.* To the extent the following information is reasonably available to the Code Enforcement Official, the administrative citation shall:

1. State the date the administrative citation is issued;
2. State the offender's name, date of birth, and current residential address and mailing address;
3. State the offender's driver's license number or State-issued identification number;
4. Refer to the Code section violated and describe how the offender violated the Code section;
5. State the date the violation was discovered by the Code Enforcement Official;
6. State the amount of fine imposed for the violation;

7. Explain how the offender may pay the fine, including the location and manner, as well as the time period by which the fine must be paid and the consequences of failure to pay the fine;
8. Explain the procedure for obtaining an administrative hearing. Specifically, notice that the offender must make a written request within 15 days from the date the administrative citation is issued and that the offender will be notified by mail of the date of the hearing;
9. Include a warning that a failure to pay the fine or request and appear at an administrative hearing shall result in the penalties described in Section 4-13-310, including a description of the penalties.

(Ord. No. 96-12, § 3(IV.K-303), 7-9-96)

Sec. 4-13-304. - Correction period and notice.

A. This section shall not apply when the City seeks to abate a nuisance under the abatement provisions set forth in this Code.

B. When the municipal ordinance violation pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not create an immediate danger to health or safety ~~(hereinafter "correction condition"),~~ the offender shall have ~~no less than~~ 30 days to correct or otherwise remedy the municipal ordinance violation, or a shorter period of time if deemed necessary by the City to prevent or remedy an immediate threat to the health and safety of the public or occupants of a structure, prior to the issuance of an administrative citation and the imposition of a fine. A correction period longer than 30 days may be granted if deemed necessary by the Code Enforcement Official.

C. Upon discovery of a ~~correction condition~~ municipal ordinance violation, the Code Enforcement Official shall issue a notice ("correction notice") to the offender by personal service or by registered or certified mail to the offender's last known address.

D. To the extent the following information is reasonably available to the Code Enforcement Official, the correction notice shall:

1. State the date the correction notice is issued;
2. State the offender's name, date of birth, and current residential address and mailing address;
3. State the offender's driver's license number or State-issued identification number;
4. Refer to the Code section violated and describe how the offender violated the Code section;
5. Refer to the date the violation was discovered by the Code Enforcement Official;

6. Describe the action necessary to correct the violation and state the final date by which the correction must be made;

7. Include a warning that failure to correct the violation will result in an administrative fine and state the amount of the fine imposed for the violation.

E. At the end of the period for correcting the municipal ordinance violation~~correction condition~~ set forth in the correction notice ("compliance period"), the Code Enforcement Official shall inspect the site of the municipal ordinance violation ~~correction condition. If the offender remedies the correction condition within the compliance period, the Code Enforcement Official shall issue offender a notice of compliance.~~ If the offender does not fix the correction condition within the compliance period, the Code Enforcement Official may issue the offender an administrative citation pursuant to Section 4-13-303.

(Ord. No. 96-12, § 3(IV.K-304), 7-9-96)

Sec. 4-13-305. - Offender's obligations.

After the issuance of an administrative citation, an offender shall do one of the following to avoid the penalty set forth in Section 4-13-310:

A. Pay the fine amount designated on the administrative citation within 21 days from the mailing or personal service of the administrative citation; or

B. Make a written request for an administrative hearing ("hearing") within and including 15 days from the mailing or personal service of the administrative citation. A deposit in the same amount as the fine designated on the administrative citation must accompany the request for hearing. Incomplete requests shall not be accepted.

(Ord. No. 96-12, § 3(IV.K-305), 7-9-96)

Sec. 4-13-306. - Advance deposit hardship waiver.

The Manager of Neighborhood Services may waive the requirement of an advance deposit and issue the advance deposit hardship waiver only if the cited party submits to the Director of Administrative Services a sworn declaration, together with any supporting evidence demonstrating to the satisfaction of the director of administrative services the person's actual financial inability to deposit the full amount of the fine in advance of the hearing ~~Reserved.~~

Sec. 4-13-307. - Administrative fine.

A. *Amount.* Except as otherwise provided for in the code or Bail Schedule, Administrative fines shall not exceed $100 for a first violation, $200 for a second violation of the same municipal ordinance violation within one year, and $500 for each additional violation of the same municipal ordinance violation within one year,

except that if there is a violation of local building and safety codes the administrative fine shall be a fine not exceeding $100 for a first violation, a fine not exceeding $500 for a second violation of the same ordinance within one year, and a fine not exceeding $1,000 for each additional violation of the same ordinance within one year of the first violation.

B. *Payments.* If the offender does not make a timely request for a hearing with the required deposit as set forth in Section 4-13-305.B, he or she must pay the amount designated on the administrative citation within 21 days from the date the citation is issued. Payments of administrative fines shall be made in the manner and form directed on the administrative citation. If no such direction is provided, administrative fines shall be sent to the City's Finance Department.

C. *No waiver.* Under no circumstances shall the payment of the fine designated in the administrative citation constitute a waiver of the offender's right to a hearing. Therefore, an offender may pay the fine within the ~~21~~15-day appeal period and also obtain a hearing to protest the imposition of the fine, provided that the offender makes a timely request for a hearing.

D. *Obligation to correct violation.* Nothing in this Code shall be interpreted to mean that because an offender has paid the fine that he, she or it is not required to correct the municipal ordinance violation. Failure to correct the municipal ordinance violation may result in additional citations.

(Ord. No. 96-12, § 3(IV.K-306), 7-9-96)

Sec. 4-13-308. - Administrative hearing.

A. *Purpose.* It is the purpose and intent of the City Council to afford due process of law to any person who is issued an administrative citation. Due process of law includes adequate notice, an opportunity to participate in a hearing, and an adequate explanation of the reasons justifying the administrative fine.

B. *Request for hearing.* Within 15 days from the date the administrative citation is issued, the offender must make a written request for a hearing in the manner and form directed on the administrative citation and in compliance with this code. If no such direction is provided, the written request shall be sent to the City's Code Enforcement Official.

C. *Notification of hearing.* At least 20 calendar days prior to the date of the hearing, the City or the City's designee shall, by registered or certified mail or personal service, give notice to the offender of the time, date, and location of the hearing. The City reserves the right to reschedule the hearing date upon need. In such cases, notice of the change will immediately be communicated to the offender.

D. *Hearing officer.*

1. The Zoning Administrator or any other person, firm or corporation designated by the Manager of Neighborhood Services ~~the City Council~~ ("hearing officer") shall conduct the hearing and hear all facts and testimony presented and deemed appropriate.

2. Any person, firm or corporation designated to serve as a hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified pursuant to Code of Civil Procedure § 170.1. The offender may challenge the hearing officer's impartiality by filing a statement with the City Manager objecting to the hearing before the hearing officer and setting forth the grounds for disqualification. The question of disqualification shall be heard and determined in writing by the City Manager within 10 days following the date on which the disqualification statement is filed.

E. *Administrative hearing procedures.*

1. The hearing is intended to be informal in nature. Formal rules of the California Evidence Code and discovery shall not apply, except that irrelevant and unduly repetitious evidence may be excluded at the hearing officer's discretion.

2. Each party shall have the opportunity to offer testimony and evidence and cross-examine witnesses in support of his or her case.

~~3. Pursuant to California Penal Code § 19.6, an offender shall not be entitled to a jury for an infraction charge. Nor shall an offender be entitled to have the public defender or other counsel appointed at public expense to represent him or her.~~

F. *Administrative order.*

1. Within 10 business days of the hearing's conclusion, the hearing officer shall provide the offender with its decision in writing ("administrative order"). The hearing officer shall provide the offender with the administrative order by personal service, or by registered or certified mail to the offender's last known address.

2. The administrative order shall contain the hearing officer's findings of fact and conclusions and the procedure described in Section 4-13-309 for seeking judicial review.

3. A decision in favor of the offender shall constitute a dismissal of the municipal ordinance violation. The City shall return any monies paid by the offender towards the dismissed municipal ordinance violation fine.

4. If the hearing officer renders a decision in favor of the City, the offender will forfeit the fine deposit described in 4-13-305.B as payment in full of the administrative fine, and must do one of the following: (i) comply with the hearing officer's order~~, including paying the administrative fine in full within 20 calendar days of service of the administrative order~~; or (ii) seek judicial review of the administrative order pursuant to Section 4-13-309.

G. *Failure to attend administrative hearing.*

1. ~~*Penalty.* If the offender requests a hearing and fails to attend, the penalty in Section 4-13-310 shall immediately be in effect if the offender has not paid the fine and 21 days has passed since the administrative citation was issued. If the offender fails to appear at the hearing and 21 days from date the administrative citation was issued has not passed, the offender has until the end of the 21-day~~

~~period to pay the administrative fine before the penalty in Section 4-13-310 comes into effect.~~

2. *Waiver of right to hearing.* The offender's failure to appear at the hearing shall constitute a waiver of the right to a hearing. An offender's failure to appear at the hearing shall be presumed an admission of guilt to the municipal ordinance violation charges as indicated on the administrative citation, and the offender will forfeit the fine deposit described in 4-13-305.B as payment in full of the administrative fine.

3. *Good cause.* Upon a showing of good cause by the offender, the hearing officer may excuse the offender's failure to appear at the hearing and reschedule the hearing. Under no circumstances shall the hearing be rescheduled more than one time ~~for each~~ by the citation recipient ~~and the City unless the offender pays a deposit in the amount of the administrative fine~~. Nothing in this Section 4-13-308G shall be interpreted to mean the offender is excused from the requirement of paying the administrative fine or appearing at a hearing.

(Ord. No. 96-12, § 3(IV.K-307), 7-9-96)

Sec. 4-13-309. - Judicial review.

If an administrative order is rendered in favor of the City, the offender may seek judicial review of the administrative order by doing one of the following:

A. Appeal the administrative order pursuant to California Government Code § 53069.4 ~~within 20 calendar days after service of the administrative order~~. Pursuant to Government Code § 53069.4, the appealing party shall serve a copy of the appeal notice in person or by first class mail upon the City. Appeal notices shall be sent to the City Clerk. If no appeal notice is timely filed ~~within the 20-calendar day period~~, the decision shall be deemed confirmed; or

B. File a petition for a writ of mandate pursuant to California Code of Civil Procedure § 1094.5 et seq.

(Ord. No. 96-12, § 3(IV.K-308), 7-9-96)

Sec. 4-13-310. - Administrative penalties.

A. As a penalty for the failure to comply with Section 4-13-305~~, 4-13-308F.4 or 4-13-308G~~, the offender shall pay a fine in the amount of two times the original administrative fine (the "penalty fine"). The offender shall pay the penalty fine within 45 days from the date the administrative citation is issued. ~~However, if the offender requests and fails to attend a hearing, and the date of the hearing is set later than 45 days from the date the administrative citation is issued, the offender shall pay the penalty fine within five days of the date of the hearing.~~

B. The failure to pay the penalty fine shall constitute a criminal misdemeanor.

C. The ~~Chief Building~~ Code Enforcement Official may, in ~~its~~ his or her own discretion, waive payment of the penalty fine.

(Ord. No. 96-12, § 3(IV.K-309), 7-9-96)

Title 5, PLANNING, Division 5 - SUBDIVISIONS

Sec. 5-5-103. - Review and approval authority.

A. Advisory agencies. The following ~~advisory agencies~~ individuals, committees, and commissions are hereby authorized to approve, conditionally approve or disapprove tentative maps of subdivisions prepared, filed and considered by them according to the provisions of this division and the Subdivision Map Act (Government Code § 66410 et seq.); to prescribe the kinds, nature and extent of improvements required to be installed in subdivisions; and to report directly to the subdivider or owner the action taken on the tentative map subject to the right of appeal to the City Council as set forth in Section 5-5-110 of this division:

1. City Engineer. The City Engineer is hereby designated as an advisory agency, as that term is used in the Subdivision Map Act (Government Code § 66410 et seq.), when he or she is acting in a final decision-making capacity. The City Engineer ~~and~~ is charged with the duties set forth in Subparagraph B of this section.

2. Subdivision Committee. The Subdivision Committee is hereby designated as an advisory agency, as that term is used in the Subdivision Map Act (Government Code § 66410 et seq.), when it is acting in a final decision-making capacity. The Subdivision Committee ~~and~~ is charged with the duties set forth in subparagraph B of this section.

3. Planning Commission. The Planning Commission is hereby designated as an advisory agency, as that term is used in the Subdivision Map Act (Government Code § 66410 et seq.), when it is acting in a final decision-making capacity. The Planning Commission ~~and~~ is charged with the duties set forth in subparagraph B of this section.

The City Engineer, Subdivision Committee, and Planning Commission are not designated as "advisory agencies," as that term is used in the Subdivision Map Act (Government Code § 66410, et seq.), when they are merely making recommendations.

B. Local agency review and approval functions.

1. City Engineer.

a. Review and approve, conditionally approve, or disapprove lot line adjustments.

b. Review and approve or disapprove final parcel and tract maps.

c. Review and approve or disapprove certificates of compliance.

d. Review and approve, conditionally approve, or disapprove mergers.

e. Accept dedications and conveyances of real property and interests in real property offered at no cost to the City.

f. Approve improvement agreements.

2. Subdivision Committee.

a. Review and approve, conditionally approve, or disapprove tentative parcel maps and conditional certificates of compliance.

b. Review and make recommendations to the Planning Commission regarding applications for tentative tract maps.

c. Review and make recommendations to the City Council regarding petitions for reversions to acreage involving parcel maps.

3. Planning Commission.

a. Review and approve, conditionally approve, or disapprove tentative tract maps.

b. Review and make recommendations to the City Council regarding petitions for reversions to acreage involving tentative tract maps.

4. City Council.

a. Review and approve, conditionally approve, or disapprove petitions for reversion to acreage.

b. Review and uphold or deny appeals from decisions ~~actions~~ of the City Engineer, Subdivision Committee and Planning Commission.

c. The City Council shall periodically review the delegation of authority to the various advisory agencies.

Section 5-5-110. – Appeal Procedure

The subdivider **a member of the City Council**, or any interested person adversely affected by any ~~action~~ decision of the City Engineer or Subdivision Committee may

appeal said action decision to the **Planning Commission, which shall serve as the City's appeal board as that term is used in the Subdivision Map Act (CA Govt. Code §66410. The subdivider or any interested person adversely affected by any decision of the Planning Commission regarding a subdivision may appeal said decision to the** City Council. A recommendation of the City Engineer, Subdivision Committee, or Planning Commission is not appealable. The appeal shall be filed in writing with the City Clerk within 10 days after the action decision. The City Council shall hold a hearing on the appeal within 30 days after the date of filing the appeal. If there is no regular meeting of the City Council within the next 30 days for which the requisite notice can be given, the appeal may be heard at the next regular meeting for which notice can be given, or within 60 days from the date of the receipt of the request, whichever period is shorter. The hearing on the appeal shall be noticed in accordance with the provisions of Section 5-5-109 and all applicable provisions of Government Code § 66452.5 or any successor statute.

Any member of the Planning Commission or City Council may request that a decision of the City Engineer or the Subdivision Committee be called up for review by the Planning Commission. Any member of the City Council may request that a decision of the Planning Commission be called up for review by the City Council. Decisions called up for review are subject to the time frames specified for appeals in this section.

Sec. 5-5-111. - Terms defined.

The definitions in the Subdivision Map Act (Government Code § 66410 et seq.) shall govern the meaning of words in this division unless, from the context in which the word is used, a different meaning is clearly intended.

Advisory agency: Any official or official body designated by the City Council to discharge the decision-making duties set forth in Government Code § 66415. Officials or official bodies are not designated as "advisory agencies" when they are merely making recommendations.

Section 5-5-1004.E. - Disposition of land or fees.

3. The Director of Community ~~Development~~ Services shall include in the strategic business plan and the annual budget how, when, and where the land or fees, or both, which were dedicated to the city to develop park and recreational facilities will be used to serve the residents of the subdivision. Any fees collected under Subsections D.2 and 3 of this chapter shall be committed within five years after the payment of such fees or the issuance of building permits on one half of the lots created by the subdivision, whichever occurs later. If such fees are not committed, they shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision.

Section 5-5-1004.H. - Appeals

1. Any person may appeal a determination of the Planning Commission regarding the interpretation of this Section ~~division~~. Appeals shall be filed with the City Clerk and shall be accompanied by a letter stating the reasons for the appeal. Any such appeals shall be filed within 10 calendar days from the date of determination.

Sec. 5-9-516. - Special residential building provisions.

B. Single-family residential buildings shall display a street address number conforming to the following specifications:

1. Numerals shall be located where they are clearly visible from the street on which they are addressed. They shall be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of two-sided tape or any material not resistant to weather conditions.
2. Numerals shall be no less than four inches in height and illuminated during the hours of darkness. The numerals and light source shall be contained within a single, weather-resistant fixture. The light source shall be provided with an uninterruptible A.C. power source or controlled only by a photoelectric device. Battery operated units are prohibited. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.
3. Buildings farther than 100 feet from the center line of the addressed street, or where at least two homes are accessed off the same driveway or common area walkway, shall, in addition to the illuminated address fixture, provide three-inch high numerals, placed, when possible, on the right side of the driveway or common area roadway or pedestrian entrance, at a height between 24 inches and 42 inches. Landscaping at full maturity or by cars parked on the street shall not obstruct such additional addressing. A range of address numbers may be used when there are multiple buildings instead of listing individual address numbers. The range of addresses shall note if all numbers are even or odd based upon existing or potential addressing on the opposite side of the addressed street, with the word "even" or "odd" incorporated into the sign.
4. Numerals shall be in a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible.
5. Any building which affords vehicular access to the rear through a public or private alley shall display, in a clearly visible location, an address number that is a minimum of four inches in height.
6. ~~Second~~ Accessory dwelling units on the same single-family parcel, ~~which are further than 100 feet from the center line of the addressed street or are not visible from the addressed street,~~ in addition to the illuminated address fixture, shall have an illuminated address fixture containing a directional arrow and/or

wording indicating the accessory ~~second~~ dwelling unit location, and mounted on the primary dwelling unit that is visible from the addressed street.

7. There shall be positioned, at each entrance of a tract of 20 or more residences constructed on private streets, but using a single public street name and address, an illuminated diagrammatic representation of the complex which depicts the location of the viewer and the unit designations within the complex. It shall be lighted during the hours of darkness utilizing a light source which is constructed of weather and vandal resistant materials and provided with an uninterrupted power source or controlled by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.

Courtesy of Karen Chapple, UC Berkeley

California Department of Housing and Community Development

Where Foundations Begin

Accessory Dwelling Unit Memorandum

December 2016

ATTACHMENT 3

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Understanding Accessory Dwelling Units and Their Importance

Courtesy of Karen Chapple, UC Berkeley

California's housing production is not keeping pace with demand. In the last decade less than half of the needed housing was built. This lack of housing is impacting affordability with average housing costs in California exceeding the rest of the nation. As affordability becomes more problematic, people drive longer distances between a home that is affordable and where they work, or double up to share space, both of which reduces quality of life and produces negative environmental impacts.

Beyond traditional market-rate construction and government subsidized production and preservation there are alternative housing models and emerging trends that can contribute to addressing home supply and affordability in California. One such example gaining popularity are Accessory Dwelling Units (ADUs) (also referred to as second units, in-law units, or granny flats).

What is an ADU

An ADU is a secondary dwelling unit with complete independent living facilities for one or more persons and generally takes three forms:

- *Detached*: The unit is separated from the primary structure
- *Attached*: The unit is attached to the primary structure
- *Repurposed Existing Space*: Space (e.g., master bedroom) within the primary residence is converted into an independent living unit
- *Junior Accessory Dwelling Units*: Similar to repurposed space with various streamlining measures

ADUs offer benefits that address common development barriers such as affordability and environmental quality. ADUs are an affordable type of home to construct in California because they do not require paying for land, major new infrastructure, structured parking, or elevators. ADUs are built with cost-effective one- or two-story wood frame construction, which is significantly less costly than homes in new multifamily infill buildings. ADUs can provide as much living space as the new apartments and condominiums being built in new infill buildings and serve very well for couples, small families, friends, young people, and seniors.

ADUs are a different form of housing that can help California meet its diverse housing needs. Young professionals and students desire to live in areas close to jobs, amenities, and schools. The problem with high-opportunity areas is that space is limited. There is a shortage of affordable units and the units that are available can be out of reach for many people. To address the needs of individuals or small families seeking living quarters in high opportunity areas, homeowners can construct an ADU on their lot or convert an underutilized part of their home like a garage

into a junior ADU. This flexibility benefits not just people renting the space, but the homeowner as well, who can receive an extra monthly rent income.

ADUs give homeowners the flexibility to share independent living areas with family members and others, allowing seniors to age in place as they require more care and helping extended families to be near one another while maintaining privacy.

Relaxed regulations and the cost to build an ADU make it a very feasible affordable housing option. A UC Berkeley study noted that one unit of affordable housing in the Bay Area costs about $500,000 to develop whereas an ADU can range anywhere up to $200,000 on the expensive end in high housing cost areas.

ADUs are a critical form of infill-development that can be affordable and offer important housing choices within existing neighborhoods. ADUs are a powerful type of housing unit because they allow for different uses, and serve different populations ranging from students and young professionals to young families, people with disabilities and senior citizens. By design, ADUs are more affordable and can provide additional income to homeowners. Local governments can encourage the development of ADUs and improve access to jobs, education and services for many Californians.

Summary of Recent Changes to ADU Laws

Courtesy of Karen Chapple, UC Berkeley

The California legislature found and declared that, among other things, allowing accessory dwelling units (ADUs) in single family and multifamily zones provides additional rental housing and are an essential component in addressing housing needs in California. Over the years, ADU law has been revised to improve its effectiveness such as recent changes in 2003 to require ministerial approval. In 2017, changes to ADU laws will further reduce barriers, better streamline approval and expand capacity to accommodate the development of ADUs.

ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing options for family members, friends, students, the elderly, in-home health care providers, the disabled, and others. Further, ADUs offer an opportunity to maximize and integrate housing choices within existing neighborhoods.

Within this context, the Department has prepared this guidance to assist local governments in encouraging the development of ADUs. Please see Attachment 1 for the complete statutory changes. The following is a brief summary of the changes for each bill.

SB 1069 (Wieckowski)

S.B. 1069 (Chapter 720, Statutes of 2016) made several changes to address barriers to the development of ADUs and expanded capacity for their development. The following is a brief summary of provisions that go into effect January 1, 2017.

Parking

SB 1069 reduces parking requirements to one space per bedroom or unit. The legislation authorizes off street parking to be tandem or in setback areas unless specific findings such as fire and life safety conditions are made. SB 1069 also prohibits parking requirements if the ADU meets any of the following:

- Is within a half mile from public transit.
- Is within an architecturally and historically significant historic district.
- Is part of an existing primary residence or an existing accessory structure.
- Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU.
- Is located within one block of a car share area.

Fees

SB 1069 provides that ADUs shall not be considered new residential uses for the purpose of calculating utility connection fees or capacity charges, including water and sewer service. The bill prohibits a local agency from requiring an ADU applicant to install a new or separate utility connection or impose a related connection fee or capacity charge for ADUs that are contained within an existing residence or accessory structure. For attached and detached ADUs, this fee or charge must be proportionate to the burden of the unit on the water or sewer system and may not exceed the reasonable cost of providing the service.

Fire Requirements

SB 1069 provides that fire sprinklers shall not be required in an accessory unit if they are not required in the primary residence.

ADUs within Existing Space

Local governments must ministerially approve an application to create within a single family residential zone one ADU per single family lot if the unit is:

- contained within an existing residence or accessory structure.
- has independent exterior access from the existing residence.
- has side and rear setbacks that are sufficient for fire safety.

These provisions apply within all single family residential zones and ADUs within existing space must be allowed in all of these zones. No additional parking or other development standards can be applied except for building code requirements.

No Total Prohibition

SB 1069 prohibits a local government from adopting an ordinance that precludes ADUs.

AB 2299 (Bloom)

Generally, AB 2299 (Chapter 735, Statutes of 2016) requires a local government (beginning January 1, 2017) to ministerially approve ADUs if the unit complies with certain parking requirements, the maximum allowable size of an attached ADU, and setback requirements, as follows:

- The unit is not intended for sale separate from the primary residence and may be rented.
- The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.
- The unit is either attached to an existing dwelling or located within the living area of the existing dwelling or detached and on the same lot.
- The increased floor area of the unit does not exceed 50% of the existing living area, with a maximum increase in floor area of 1,200 square feet.
- The total area of floorspace for a detached accessory dwelling unit does not exceed 1,200 square feet.
- No passageway can be required.
- No setback can be required from an existing garage that is converted to an ADU.

- Compliance with local building code requirements.
- Approval by the local health officer where private sewage disposal system is being used.

Impact on Existing Accessory Dwelling Unit Ordinances

AB 2299 provides that any existing ADU ordinance that does not meet the bill's requirements is null and void upon the date the bill becomes effective. In such cases, a jurisdiction must approve accessory dwelling units based on Government Code Section 65852.2 until the jurisdiction adopts a compliant ordinance.

AB 2406 (Thurmond)

AB 2406 (Chapter 755, Statutes of 2016) creates more flexibility for housing options by authorizing local governments to permit junior accessory dwelling units (JADU) through an ordinance. The bill defines JADUs to be a unit that cannot exceed 500 square feet and must be completely contained within the space of an existing residential structure. In addition, the bill requires specified components for a local JADU ordinance. Adoption of a JADU ordinance is optional.

Required Components

The ordinance authorized by AB 2406 must include the following requirements:

- Limit to one JADU per residential lot zoned for single-family residences with a single-family residence already built on the lot.
- The single-family residence in which the JADU is created or JADU must be occupied by the owner of the residence.
- The owner must record a deed restriction stating that the JADU cannot be sold separately from the single-family residence and restricting the JADU to the size limitations and other requirements of the JADU ordinance.
- The JADU must be located entirely within the existing structure of the single-family residence and JADU have its own separate entrance.
- The JADU must include an efficiency kitchen which includes a sink, cooking appliance, counter surface, and storage cabinets that meet minimum building code standards. No gas or 220V circuits are allowed.
- The JADU may share a bath with the primary residence or have its own bath.

Prohibited Components

This bill prohibits a local JADU ordinance from requiring:

- Additional parking as a condition to grant a permit.
- Applying additional water, sewer and power connection fees. No connections are needed as these utilities have already been accounted for in the original permit for the home.

Fire Safety Requirements

AB 2406 clarifies that a JADU is to be considered part of the single-family residence for the purposes of fire and life protections ordinances and regulations, such as sprinklers and smoke detectors. The bill also requires life and protection ordinances that affect single-family residences to be applied uniformly to all single-family residences, regardless of the presence of a JADU.

JADUs and the RHNA

As part of the housing element portion of their general plan, local governments are required to identify sites with appropriate zoning that will accommodate projected housing needs in their regional housing need allocation (RHNA) and report on their progress pursuant to Government Code Section 65400. To credit a JADU toward the RHNA, HCD and the Department of Finance (DOF) utilize the census definition of a housing unit which is fairly flexible. Local government count units as part of reporting to DOF. JADUs meet these definitions and this bill would allow cities and counties to earn credit toward meeting their RHNA allocations by permitting residents to create less costly accessory units. See additional discussion under JADU frequently asked questions.

Frequently Asked Questions: Accessory Dwelling Units

Should an Ordinance Encourage the Development of ADUs?

Yes, ADU law and recent changes intend to address barriers, streamline approval and expand potential capacity for ADUs recognizing their unique importance in addressing California's housing needs. The preparation, adoption, amendment and implementation of local ADU ordinances must be carried out consistent with Government Code Section 65852.150:

(a) The Legislature finds and declares all of the following:

(1) Accessory dwelling units are a valuable form of housing in California.

(2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.

(3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.

(4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.

(5) California faces a severe housing crisis.

(6) The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.

(7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.

(8) Accessory dwelling units are, therefore, an essential component of California's housing supply.

(b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.

Courtesy of Karen Chapple, UC Berkeley

Are Existing Ordinances Null and Void?

Yes, any local ordinance adopted prior to January 1, 2017 that is not in compliance with the changes to ADU law will be null and void. Until an ordinance is adopted, local governments must apply "state standards" (See Attachment 4 for State Standards checklist). In the absence of a local ordinance complying with ADU law, local review must be limited to "state standards" and cannot include additional requirements such as those in an existing ordinance. .

Are Local Governments Required to Adopt an Ordinance?

No, a local government **is not required** to adopt an ordinance. ADUs built within a jurisdiction that lacks a local ordinance must comply with state standards (See Attachment 4). Adopting an ordinance can occur through different forms such as a new ordinance, amendment to an existing ordinance, separate section or special regulations within the zoning code or integrated into the zoning code by district. However, the ordinance should be established legislatively through a public process and meeting and not through internal administrative actions such as memos or zoning interpretations.

Can a Local Government Preclude ADUs?

No local government cannot preclude ADUs.

Can a Local Government Apply Development Standards and Designate Areas?

Yes, local governments may apply development standards and may designate where ADUs are permitted (GC Sections 65852.2(a)(1)(A) and (B)). However, ADUs within existing structures must be allowed in all single family residential zones.

For ADUs that require an addition or a new accessory structure, development standards such as parking, height, lot coverage, lot size and maximum unit size can be established with certain limitations. ADUs can be avoided or allowed through an ancillary and separate discretionary process in areas with health and safety risks such as high fire hazard areas. However, standards and allowable areas must not be designed or applied in a manner that burdens the development of ADUs and should maximize the potential for ADU development. Designating areas where ADUs are allowed should be approached primarily on health and safety issues including water, sewer, traffic flow and public safety. Utilizing approaches such as restrictive overlays, limiting ADUs to larger lot sizes, burdensome lot coverage and setbacks and particularly concentration or distance requirements (e.g., no less than 500 feet between ADUs) may unreasonably restrict the ability of the homeowners to create ADUs, contrary to the intent of the Legislature.

> Requiring large minimum lot sizes and not allowing smaller lot sizes for ADUs can severely restrict their potential development. For example, large minimum lot sizes for ADUs may constrict capacity throughout most of the community. Minimum lot sizes cannot be applied to ADUs within existing structures and could be considered relative to health and safety concerns such as areas on septic systems. While larger lot sizes might be targeted for various reasons such as ease of compatibility, many tools are available (e.g., maximum unit size, maximum lot coverage, minimum setbacks, architectural and landscape requirements) that allows ADUs to fit well within the built environment.

Can a Local Government Adopt Less Restrictive Requirements?

Yes, ADU law is a minimum requirement and its purpose is to encourage the development of ADUs. Local governments can take a variety of actions beyond the statute that promote ADUs such as reductions in fees, less restrictive parking or unit sizes or amending general plan policies.

Santa Cruz has confronted a shortage of housing for many years, considering its growth in population from incoming students at UC Santa Cruz and its proximity to Silicon Valley. The city promoted the development of ADUs as critical infill-housing opportunity through various strategies such as creating a manual to promote ADUs. The manual showcases prototypes of ADUs and outlines city zoning laws and requirements to make it more convenient for homeowners to get information. The City found that homeowners will take time to develop an ADU only if information is easy to find, the process is simple, and there is sufficient guidance on what options they have in regards to design and planning.

The city set the minimum lot size requirement at 4,500 sq. ft. to develop an ADU in order to encourage more homes to build an ADU. This allowed for a majority of single-family homes in Santa Cruz to develop an ADU. For more information, see http://www.cityofsantacruz.com/departments/planning-and-community-development/programs/accessory-dwelling-unit-development-program.

Can Local Governments Establish Minimum and Maximum Unit Sizes?

Yes, a local government may establish minimum and maximum unit sizes (GC Section 65852.2(c). However, like all development standards (e.g., height, lot coverage, lot size), unit sizes should not burden the development of ADUs. For example, setting a minimum unit size that substantially increases costs or a maximum unit size that unreasonably restricts opportunities would be inconsistent with the intent of the statute. Typical maximum unit sizes range from 800 square feet to 1,200 square feet. Minimum unit size must at least allow for an efficiency unit as defined in Health and Safety Code Section 17958.1.

ADU law requires local government approval if meeting various requirements (GC Section 65852.2(a)(1)(D)), including unit size requirements. Specifically, attached ADUs shall not exceed 50 percent of the existing living area or 1,200 square feet and detached ADUs shall not exceed 1,200 square feet. A local government may choose a maximum unit size less than 1,200 square feet as long as the requirement is not burdensome on the creation of ADUs.

Can ADUs Exceed General Plan and Zoning Densities?

An ADU is an accessory use for the purposes of calculating allowable density under the general plan and zoning. For example, if a zoning district allows one unit per 7,500 square feet, then an ADU would not be counted as an additional unit. Minimum lot sizes must not be doubled (e.g., 15,000 square feet) to account for an ADU. Further, local governments could elect to allow more than one ADU on a lot.

New developments can increase the total number of affordable units in their project plans by integrating ADUs. Aside from increasing the total number of affordable units, integrating ADUs also promotes housing choices within a development. One such example is the Cannery project in Davis, CA. The Cannery project includes 547 residential units with up to 60 integrated ADUs. ADUs within the Cannery blend in with surrounding architecture, maintaining compatibility with neighborhoods and enhancing community character. ADUs are constructed at the same time as the primary single-family unit to ensure the affordable rental unit is available in the housing supply concurrent with the availability of market rate housing.

How Are Fees Charged to ADUs?

All impact fees, including water, sewer, park and traffic fees must be charged in accordance with the Fee Mitigation Act, which requires fees to be proportional to the actual impact (e.g., significantly less than a single family home).

Fees on ADUs, must proportionately account for impact on services based on the size of the ADU or number of plumbing fixtures. For example, a 700 square foot new ADU with one bathroom that results in less landscaping should be charged much less than a 2,000 square foot home with three bathrooms and an entirely new landscaped parcel which must be irrigated. Fees for ADUs should be significantly less and should account for a lesser impact such as lower sewer or traffic impacts.

What Utility Fee Requirements Apply to ADUs?

Cities and counties cannot consider ADUs as new residential uses when calculating connection fees and capacity charges.

Where ADUs are being created within an existing structure (primary or accessory), the city or county cannot require a new or separate utility connections for the ADU and cannot charge any connection fee or capacity charge.

For other ADUs, a local agency may require separate utility connections between the primary dwelling and the ADU, but any connection fee or capacity charge must be proportionate to the impact of the ADU based on either its size or the number of plumbing fixtures.

What Utility Fee Requirements Apply to Non-City and County Service Districts?

All local agencies must charge impact fees in accordance with the Mitigation Fee Act (commencing with Government Code Section 66000), including in particular Section 66013, which requires the connection fees and capacity charges to be proportionate to the burden posed by the ADU. Special districts and non-city and county service districts must account for the lesser impact related to an ADU and should base fees on unit size or number of plumbing fixtures. Providers should consider a proportionate or sliding scale fee structures that address the smaller size and lesser impact of ADUs (e.g., fees per square foot or fees per fixture). Fee waivers or deferrals could be considered to better promote the development of ADUs.

Do Utility Fee Requirements Apply to ADUs within Existing Space?

No, where ADUs are being created within an existing structure (primary or accessory), new or separate utility connections and fees (connection and capacity) must not be required.

Does “Public Transit” Include within One-half Mile of a Bus Stop and Train Station?

Yes, “public transit” may include a bus stop, train station and paratransit if appropriate for the applicant. “Public transit” includes areas where transit is available and can be considered regardless of tighter headways (e.g., 15 minute intervals). Local governments could consider a broader definition of “public transit” such as distance to a bus route.

Can Parking Be Required Where a Car Share Is Available?

No, ADU law does not allow parking to be required when there is a car share located within a block of the ADU. A car share location includes a designated pick up and drop off location. Local governments can measure a block from a pick up and drop off location and can decide to adopt broader distance requirements such as two to three blocks.

Is Off Street Parking Permitted in Setback Areas or through Tandem Parking?

Yes, ADU law deliberately reduces parking requirements. Local governments may make specific findings that tandem parking and parking in setbacks are infeasible based on specific site, regional topographical or fire and life safety conditions or that tandem parking or parking in setbacks is not permitted anywhere else in the jurisdiction. However, these determinations should be applied in a manner that does not unnecessarily restrict the creation of ADUs.

Local governments must provide reasonable accommodation to persons with disabilities to promote equal access housing and comply with fair housing laws and housing element law. The reasonable accommodation procedure must provide exception to zoning and land use regulations which includes an ADU ordinance. Potential exceptions are not limited and may include development standards such as setbacks and parking requirements and permitted uses that further the housing opportunities of individuals with disabilities.

Is Covered Parking Required?

No, off street parking must be permitted through tandem parking on an existing driveway, unless specific findings are made.

Is Replacement Parking Required When the Parking Area for the Primary Structure Is Used for an ADU?

Yes, but only if the local government requires off-street parking to be replaced in which case flexible arrangements such as tandem, including existing driveways and uncovered parking are allowed. Local governments have an opportunity to be flexible and promote ADUs that are being created on existing parking space and can consider not requiring replacement parking.

Are Setbacks Required When an Existing Garage Is Converted to an ADU?

No, setbacks must not be required when a garage is converted or when existing space (e.g., game room or office) above a garage is converted. Rear and side yard setbacks of no more than five feet are required when new space is added above a garage for an ADU. In this case, the setbacks only apply to the added space above the garage, not the existing garage and the ADU can be constructed wholly or partly above the garage, including extending beyond the garage walls.

Also, when a garage, carport or covered parking structure is demolished or where the parking area ceases to exist so an ADU can be created, the replacement parking must be allowed in any “configuration” on the lot, “…including,

but not limited to, covered spaces, uncovered spaces, or tandem spaces, or…." Configuration can be applied in a flexible manner to not burden the creation of ADUs. For example, spatial configurations like tandem on existing driveways in setback areas or not requiring excessive distances from the street would be appropriate.

Are ADUs Permitted in Existing Residence or Accessory Space?

Yes, ADUs located in single family residential zones and existing space of a single family residence or accessory structure must be approved regardless of zoning standards (Section 65852.2(a)(1)(B)) for ADUs, including locational requirements (Section 65852.2(a)(1)(A)), subject to usual non-appealable ministerial building permit requirements. For example, ADUs in existing space does not necessitate a zoning clearance and must not be limited to certain zones or areas or subject to height, lot size, lot coverage, unit size, architectural review, landscape or parking requirements. Simply, where a single family residence or accessory structure exists in any single family residential zone, so can an ADU. The purpose is to streamline and expand potential for ADUs where impact is minimal and the existing footprint is not being increased.

Zoning requirements are not a basis for denying a ministerial building permit for an ADU, including non-conforming lots or structures. The phrase, "..within the existing space" includes areas within a primary home or within an attached or detached accessory structure such as a garage, a carriage house, a pool house, a rear yard studio and similar enclosed structures.

Are Owner Occupants Required?

No, however, a local government can require an applicant to be an owner occupant. The owner may reside in the primary or accessory structure. Local governments can also require the ADU to not be used for short term rentals (terms lesser than 30 days). Both owner occupant use and prohibition on short term rentals can be required on the same property. Local agencies which impose this requirement should require recordation of a deed restriction regarding owner occupancy to comply with GC Section 27281.5

Are Fire Sprinklers Required for ADUs?

Depends, ADUs shall not be required to provide fire sprinklers if they are not or were not required of the primary residence. However, sprinklers can be required for an ADU if required in the primary structure. For example, if the primary residence has sprinklers as a result of an existing ordinance, then sprinklers could be required in the ADU. Alternative methods for fire protection could be provided.

If the ADU is detached from the main structure or new space above a detached garage, applicants can be encouraged to contact the local fire jurisdiction for information regarding fire sprinklers. Since ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing options for family members, students, the elderly, in-home health care providers, the disabled, and others, the fire departments want to ensure the safety of these populations as well as the safety of those living in the primary structure. Fire Departments can help educate property owners on the benefits of sprinklers, potential resources and how they can be installed cost effectively. For example, insurance rates are typically 5 to 10 percent lower where the unit is sprinklered. Finally, other methods exist to provide additional fire protection. Some options may include additional exits, emergency escape and rescue openings, 1 hour or greater fire-rated assemblies, roofing materials and setbacks from property lines or other structures.

Is Manufactured Housing Permitted as an ADU?

Yes, an ADU is any residential dwelling unit with independent facilities and permanent provisions for living, sleeping, eating, cooking and sanitation. An ADU includes an efficiency unit (Health and Safety Code Section 17958.1) and a manufactured home (Health and Safety Code Section 18007).

Health and Safety Code Section 18007(a) **"Manufactured home,"** for the purposes of this part, means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).

Can an Efficiency Unit Be Smaller than 220 Square Feet?

Yes, an efficiency unit for occupancy by no more than two persons, by statute (Health and Safety Code Section 17958.1), can have a minimum floor area of 150 square feet and can also have partial kitchen or bathroom facilities, as specified by ordinance or can have the same meaning specified in the Uniform Building Code, referenced in the Title 24 of the California Code of Regulations.

The 2015 International Residential Code adopted by reference into the 2016 California Residential Code (CRC) allows residential dwelling units to be built considerably smaller than an Efficiency Dwelling Unit (EDU). Prior to this code change an EDU was required to have a minimum floor area not less than 220 sq. ft unless modified by local ordinance in accordance with the California Health and Safety Code which could allow an EDU to be built no less than 150 sq. ft. For more information, see HCD's Information Bulletin at http://www.hcd.ca.gov/codes/manufactured-housing/docs/ib2016-06.pdf .

Does ADU Law Apply to Charter Cities and Counties?

Yes. ADU law explicitly applies to "local agencies" which are defined as a city, county, or city and county whether general law or chartered (Section 65852.2(i)(2)).

Do ADUs Count toward the Regional Housing Need Allocation?

Yes, local governments may report ADUs as progress toward Regional Housing Need Allocation pursuant to Government Code Section 65400 based on the actual or anticipated affordability. See below frequently asked questions for JADUs for additional discussion.

Must ADU Ordinances Be Submitted to the Department of Housing and Community Development?

Yes, ADU ordinances must be submitted to the State Department of Housing and Community Development within 60 days after adoption, including amendments to existing ordinances. However, upon submittal, the ordinance is not subject to a Department review and findings process similar to housing element law (GC Section 65585)

Frequently Asked Questions: Junior Accessory Dwelling Units

Is There a Difference between ADU and JADU?

Courtesy of Lilypad Homes and Photo Credit to Jocelyn Knight

Yes, AB 2406 added Government Code Section 65852.22, providing a unique option for Junior ADUs. The bill allows local governments to adopt ordinances for JADUs, which are no more than 500 square feet and are typically bedrooms in a single-family home that have an entrance into the unit from the main home and an entrance to the outside from the JADU. The JADU must have cooking facilities, including a sink, but is not required to have a private bathroom. Current law does not prohibit local governments from adopting an ordinance for a JADU, and this bill explicitly allows, not requires, a local agency to do so. If the ordinance requires a permit, the local agency shall not require additional parking or charge a fee for a water or sewer connection as a condition of granting a permit for a JADU. For more information, see below.

ADUs and JADUs

REQUIREMENTS	ADU	JADU
Maximum Unit Size	Yes, generally up to 1,200 Square Feet or 50% of living area	Yes, 500 Square Foot Maximum
Kitchen	Yes	Yes
Bathroom	Yes	No, Common Sanitation is Allowed
Separate Entrance	Depends	Yes
Parking	Depends, Parking May Be Eliminated and Cannot Be Required Under Specified Conditions	No, Parking Cannot Be Required
Owner Occupancy	Depends, Owner Occupancy *May* Be Required	Yes, Owner Occupancy Is Required
Ministerial Approval Process	Yes	Yes
Prohibition on Sale of ADU	Yes	Yes

Why Adopt a JADU Ordinance?

JADUs offer the simplest and most affordable housing option. They bridge the gap between a roommate and a tenant by offering an interior connection between the unit and main living area. The doors between the two spaces can be secured from both sides, allowing them to be easily privatized or incorporated back into the main living area. These units share central systems, require no fire separation, and have a basic kitchen, utilizing small plug in appliances, reducing development costs. This provides flexibility and an insurance policy in homes in case additional income or housing is needed. They present no additional stress on utility services or infrastructure because they simply repurpose spare bedrooms that do not expand the homes planned occupancy. No additional address is required on the property because an interior connection remains. By adopting a JADU ordinance, local governments can offer homeowners additional options to take advantage of underutilized space and better address its housing needs.

Can JADUs Count towards the RHNA?

Yes, as part of the housing element portion of their general plan, local governments are required to identify sites with appropriate zoning that will accommodate projected housing needs in their regional housing need allocation (RHNA) and report on their progress pursuant to Government Code Section 65400. To credit a unit toward the RHNA, HCD and the Department of Finance (DOF) utilize the census definition of a housing unit. Generally, a JADU, including with shared sanitation facilities, that meets the census definition and is reported to the Department of Finance as part of the DOF annual City and County Housing Unit Change Survey can be credited toward the RHNA based on the appropriate income level. Local governments can track actual or anticipated affordability to assure the JADU is counted to the appropriate income category. For example, some local governments request and track information such as anticipated affordability as part of the building permit application.

> A housing unit is a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.

Can the JADU Be Sold Independent of the Primary Dwelling?

No, the JADU cannot be sold separate from the primary dwelling.

Are JADUs Subject to Connection and Capacity Fees?

No, JADUs shall not be considered a separate or new dwelling unit for the purposes of fees and as a result should not be charged a fee for providing water, sewer or power, including a connection fee. These requirements apply to all providers of water, sewer and power, including non-municipal providers.

Local governments may adopt requirements for fees related to parking, other service or connection for water, sewer or power, however, these requirements must be uniform for all single family residences and JADUs are not considered a new or separate unit.

Are There Requirements for Fire Separation and Fire Sprinklers?

Yes, a local government may adopt requirements related to fire and life protection requirements. However, a JADU shall not be considered a new or separate unit. In other words, if the primary unit is not subject to fire or life protection requirements, then the JADU must be treated the same.

Resources

Courtesy of Karen Chapple, UC Berkeley

Attachment 1: Statutory Changes (Strikeout/Underline)

Government Code Section 65852.2

(a) (1) ~~Any~~ *A* local agency may, by ordinance, provide for the creation of ~~second~~ *accessory dwelling* units in single-family and multifamily residential zones. The ordinance ~~may~~ *shall* do ~~any~~ *all* of the following:

(A) Designate areas within the jurisdiction of the local agency where ~~second~~ *accessory dwelling* units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of ~~second~~ *accessory dwelling* units on traffic ~~flow.~~ *flow and public safety*.

(B) *(i)* Impose standards on ~~second~~ *accessory dwelling* units that include, but are not limited to, parking, height, setback, lot coverage, *landscape,* architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that ~~second~~ *accessory dwelling* units do not exceed the allowable density for the lot upon which the ~~second~~ *accessory dwelling* unit is located, and that ~~second~~ *accessory dwelling* units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use ~~permits. Nothing in this paragraph may be construed to require a local government to adopt or amend an ordinance for the creation of ADUs.~~ *permits, within 120 days after receiving the application.* A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of ~~ADUs.~~ *an accessory dwelling unit.*

(b) *(4)* (1) *An* When *existing ordinance governing the creation of an accessory dwelling unit by* a local agency which has not adopted an ordinance governing ADUs in accordance with subdivision (a) or (c) receives its first application on or after July 1, 1983, for a permit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to this subdivision unless it *or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency* adopts an ordinance in accordance with subdivision (a) or (c) within 120 days after receiving the application. Notwithstanding Section 65901 or 65906, every local agency shall grant a variance or special use permit for the creation of a ADU if the ADU complies with all of the following: *that complies with this section.*

(A) The unit is not intended for sale and may be rented.

(B) The lot is zoned for single-family or multifamily use.

(C) The lot contains an existing single-family dwelling.

(D) The ADU is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(E) The increased floor area of an attached ADU shall not exceed 30 percent of the existing living area.

(F) The total area of floorspace for a detached ADU shall not exceed 1,200 square feet.

(G) Requirements relating to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other zoning requirements generally applicable to residential construction in the zone in which the property is located.

(H) Local building code requirements which apply to detached dwellings, as appropriate.

(I) Approval by the local health officer where a private sewage disposal system is being used, if required.

~~(2)~~ *(5)* No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

~~(3)~~ *(6)* This subdivision establishes the maximum standards that local agencies shall use to evaluate ~~proposed ADUs on lots~~ *a proposed accessory dwelling unit on a lot* zoned for residential use ~~which contain~~ *that contains* an existing single-family dwelling. No additional standards, other than those provided in this~~subdivision or subdivision (a),~~ *subdivision,* shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an ~~owner-occupant.~~ *owner-occupant or that the property be used for rentals of terms longer than 30 days.*

(4) *(7)* No changes in zoning ordinances or other ordinances or any changes in the general plan shall be required to implement this subdivision. Any *A* local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of ADUs *an accessory dwelling unit* if these provisions are consistent with the limitations of this subdivision.

~~(5)~~ *(8)* ~~A ADU which conforms to the requirements of~~ *An accessory dwelling unit that conforms to* this subdivision shall *be deemed to be an accessory use or an accessory building and shall* not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use~~which~~ *that* is consistent with the existing general plan and zoning designations for the lot. The ~~ADUs~~ *accessory dwelling unit* shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(c) *(b)* No *When a* local agency shall adopt an ordinance which totally precludes ADUs within single-family or multifamily zoned areas unless the ordinance contains findings acknowledging that the ordinance may limit housing opportunities of the region and further contains findings that specific adverse impacts on the public health, safety, and welfare that would result from allowing ADUs within single-family and multifamily zoned areas justify adopting the ordinance. *that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.*

~~(d)~~ *(c)* A local agency may establish minimum and maximum unit size requirements for both attached and detached ~~second~~ *accessory dwelling* units. No minimum or maximum size for ~~a second~~ *an accessory dwelling* unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings ~~which~~ *that* does not permit at least an efficiency unit to be constructed in compliance with local development standards. *Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.*

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Parking requirements for ADUs shall not exceed one parking space per unit or per bedroom. Additional parking may be required provided that a finding is made that the additional parking requirements are directly related to the

use of the ADU and are consistent with existing neighborhood standards applicable to existing dwellings. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction. *Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.*

(f) *(1)* Fees charged for the construction of ~~second~~ *accessory dwelling* units shall be determined in accordance with Chapter 5 (commencing with Section~~66000).~~ *66000) and Chapter 7 (commencing with Section 66012).*

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of ~~ADUs.~~ *an accessory dwelling unit.*

(h) Local agencies shall submit a copy of the ~~ordinances~~ *ordinance* adopted pursuant to subdivision (a) ~~or (c)~~ to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living ~~area,"~~ *area"* means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) ~~"Second~~ *"Accessory dwelling* unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. ~~A second~~ *An accessory dwelling* unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for ~~second~~ *accessory dwelling* units.

Government Code Section 65852.22.

(a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence already built on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the existing walls of the structure, and require the inclusion of an existing bedroom.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the structure, with an interior entry to the main living area. A permitted junior accessory dwelling may include a second interior doorway for sound attenuation.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A sink with a maximum waste line diameter of 1.5 inches.

(B) A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.

(C) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine whether the junior accessory dwelling unit is in compliance with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. A permit shall be issued within 120 days of submission of an application for a

permit pursuant to this section. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

Attachment 2: Sample ADU Ordinance

Section XXX1XXX: Purpose

This Chapter provides for accessory dwelling units on lots developed or proposed to be developed with single-family dwellings. Such accessory dwellings contribute needed housing to the community's housing stock. Thus, accessory dwelling units are a residential use which is consistent with the General Plan objectives and zoning regulations and which enhances housing opportunities, including near transit on single family lots.

Section XXX2XXX: Applicability

The provisions of this Chapter apply to all lots that are occupied with a single family dwelling unit and zoned residential. Accessory dwelling units do exceed the allowable density for the lot upon which the accessory dwelling unit is located, and are a residential use that is consistent with the existing general plan and zoning designation for the lot.

Section XXX3XXX: Development Standards

Accessory Structures within Existing Space

An accessory dwelling unit within an existing space including the primary structure, attached or detached garage or other accessory structure shall be permitted ministerially with a building permit regardless of all other standards within the Chapter if complying with:

1. Building and safety codes
2. Independent exterior access from the existing residence
3. Sufficient side and rear setbacks for fire safety.

Accessory Structures (Attached and Detached)

General:

1. The unit is not intended for sale separate from the primary residence and may be rented.
2. The lot is zoned for residential and contains an existing, single-family dwelling.
3. The accessory dwelling unit is either attached to the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
4. The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.
5. The total area of floor space for a detached accessory dwelling unit shall not exceed 1,200 square feet.
6. Local building code requirements that apply to detached dwellings, as appropriate.
7. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
8. No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.
9. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence and may employ alternative methods for fire protection.

Parking:

1. Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking, including on an existing driveway or in setback areas, excluding the non-driveway front yard setback.
2. Parking is not required in the following instances:
    - The accessory dwelling unit is located within one-half mile of public transit, including transit stations and bus stations.

- The accessory dwelling unit is located in the WWWW Downtown, XXX Area, YYY Corridor and ZZZ Opportunity Area.
- The accessory dwelling unit is located within an architecturally and historically significant historic district.
- When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- When there is a car share vehicle located within one block of the accessory dwelling unit.

3. Replacement Parking: When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking shall not be required and may be located in any configuration on the same lot as the accessory dwelling unit.

Section XXX4XXX: Permit Requirements

ADUs shall be permitted ministerially, in compliance with this Chapter within 120 days of application. The Community Development Director shall issue a building permit or zoning certificate to establish an accessory dwelling unit in compliance with this Chapter if all applicable requirements are met in Section XXX3XXXXX, as appropriate. The Community Development Director may approve an accessory dwelling unit that is not in compliance with Section XXX3XXXX as set forth in Section XXX5XXXX. The XXXX Health Officer shall approve an application in conformance with XXXXXX where a private sewage disposal system is being used.

Section XXX5XXX: Review Process for Accessory Structure Not Complying with Development Standards

An accessory dwelling unit that does not comply with standards in Section XXX3XX may permitted with a zoning certificate or an administrative use permit at the discretion of the Community Development Director subject to findings in Section XXX6XX

Section XXX6XXX: Findings

A. In order to deny an administrative use permit under Section XXX5XXX, the Community Development Director shall find that the Accessory Dwelling Unit would be detrimental to the public health and safety or would introduce unreasonable privacy impacts to the immediate neighbors.

B. In order to approve an administrative use permit under Section XXX5XXX to waive required accessory dwelling unit parking, the Community Development Director shall find that additional or new on-site parking would be detrimental, and that granting the waiver will meet the purposes of this Chapter.

Section XXX7XXX: Definitions

(1) “Living area means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) “Accessory dwelling unit” means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(3) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(4) (1) “Existing Structure” for the purposes of defining an allowable space that can be converted to an ADU means within the four walls and roofline of any structure existing on or after January 1, 2017 that can be made safely habitable under local building codes at the determination of the building official regardless of any non-compliance with zoning standards.

Attachment 3: Sample JADU Ordinance

(Lilypad Homes at http://lilypadhomes.org/)

Draft Junior Accessory Dwelling Units (JADU) – Flexible Housing

Findings:

1. Causation: Critical need for housing for lower income families and individuals given the high cost of living and low supply of affordable homes for rent or purchase, and the difficulty, given the current social and economic environment, in building more affordable housing
2. Mitigation: Create a simple and inexpensive permitting track for the development of junior accessory dwelling units that allows spare bedrooms in homes to serve as a flexible form of infill housing
3. Endangerment: Provisions currently required under agency ordinances are so arbitrary, excessive, or burdensome as to restrict the ability of homeowners to legally develop these units therefore encouraging homeowners to bypass safety standards and procedures that make the creation of these units a benefit to the whole of the community
4. Co-Benefits: Homeowners (particularly retired seniors and young families, groups that tend to have the lowest incomes) – generating extra revenue, allowing people facing unexpected financial obstacles to remain in their homes, housing parents, children or caregivers; Homebuyers - providing rental income which aids in mortgage qualification under new government guidelines; Renters – creating more low-cost housing options in the community where they work, go to school or have family, also reducing commute time and expenses; Municipalities – helping to meet RHNA goals, increasing property and sales tax revenue, insuring safety standard code compliance, providing an abundant source of affordable housing with no additional infrastructure needed; Community - housing vital workers, decreasing traffic, creating economic growth both in the remodeling sector and new customers for local businesses; Planet - reducing carbon emissions, using resources more efficiently;
5. Benefits of Junior ADUs: offer a more affordable housing option to both homeowners and renters, creating economically healthy, diverse, multi-generational communities;

Therefore the following ordinance is hereby enacted:

This Section provides standards for the establishment of junior accessory dwelling units, an alternative to the standard accessory dwelling unit, permitted as set forth under State Law AB 1866 (Chapter 1062, Statutes of 2002) Sections 65852.150 and 65852.2 and subject to different provisions under fire safety codes based on the fact that junior accessory dwelling units do not qualify as “complete independent living facilities” given that the interior connection from the junior accessory dwelling unit to the main living area remains, therefore not redefining the single-family home status of the dwelling unit.

A) *Development Standards.* Junior accessory dwelling units shall comply with the following standards, including the standards in Table below:

   1) *Number of Units Allowed.* Only one accessory dwelling unit or, junior accessory dwelling unit, may be located on any residentially zoned lot that permits a single-family dwelling except as otherwise regulated or restricted by an adopted Master Plan or Precise Development Plan. A junior accessory dwelling unit may only be located on a lot which already contains one legal single-family dwelling.

   2) *Owner Occupancy:* The owner of a parcel proposed for a junior accessory dwelling unit shall occupy as a principal residence either the primary dwelling or the accessory dwelling, except when the home is held by an agency such as a land trust or housing organization in an effort to create affordable housing.

   3) *Sale Prohibited:* A junior accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.

4) *Deed Restriction:* A deed restriction shall be completed and recorded, in compliance with Section B below.

5) *Location of Junior Accessory Dwelling Unit:* A junior accessory dwelling unit must be created within the existing walls of an existing primary dwelling, and must include conversion of an existing bedroom.

6) *Separate Entry Required:* A separate exterior entry shall be provided to serve a junior accessory dwelling unit.

7) *Interior Entry Remains:* The interior connection to the main living area must be maintained, but a second door may be added for sound attenuation.

8) *Kitchen Requirements:* The junior accessory dwelling unit shall include an efficiency kitchen, requiring and limited to the following components:

   a) A sink with a maximum waste line diameter of one-and-a-half (1.5) inches,

   b) A cooking facility with appliance which do not require electrical service greater than one-hundred-and-twenty (120) volts or natural or propane gas, and

   c) A food preparation counter and storage cabinets that are reasonable to size of the unit.

9) Parking: No additional parking is required beyond that required when the existing primary dwelling was constructed.

Development Standards for Junior Accessory Dwelling Units

SITE OR DESIGN FEATURE	SITE AND DESIGN STANDARDS
Maximum unit size	500 square feet
Setbacks	As required for the primary dwelling unit
Parking	No additional parking required

B) *Deed Restriction:* Prior to obtaining a building permit for a junior accessory dwelling unit, a deed restriction, approved by the City Attorney, shall be recorded with the County Recorder's office, which shall include the pertinent restrictions and limitations of a junior accessory dwelling unit identified in this Section. Said deed restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded deed restriction shall be filed with the Department stating that:

   1) The junior accessory dwelling unit shall not be sold separately from the primary dwelling unit;

   2) The junior accessory dwelling unit is restricted to the maximum size allowed per the development standards;

   3) The junior accessory dwelling unit shall be considered legal only so long as either the primary residence, or the accessory dwelling unit, is occupied by the owner of record of the property, except when the home is owned by an agency such as a land trust or housing organization in an effort to create affordable housing;

   4) The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.

C) *No Water Connection Fees:* No agency should require a water connection fee for the development of a junior accessory dwelling unit. An inspection fee to confirm that the dwelling unit complies with development standard may be assessed.

D) *No Sewer Connection Fees:* No agency should require a sewer connection fee for the development of a junior accessory dwelling unit. An inspection fee to confirm that the dwelling unit complies with development standard

may be assessed.

E) *No Fire Sprinklers and Fire Attenuation:* No agency should require fire sprinkler or fire attenuation specifications for the development of a junior accessory dwelling unit. An inspection fee to confirm that the dwelling unit complies with development standard may be assessed.

Definitions of Specialized Terms and Phrases.

"Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(1) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

"Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

Attachment 4: State Standards Checklist (As of January 1, 2017)

YES/NO	STATE STANDARD*	GOVERNMENT CODE SECTION
	Unit is not intended for sale separate from the primary residence and may be rented.	65852.2(a)(1)(D)(i)
	Lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.	65852.2(a)(1)(D))ii)
	Accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.	65852.2(a)(1)(D)(iii)
	Increased floor area of an attached accessory dwelling unit does not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.	65852.2(a)(1)(D)(iv)
	Total area of floor space for a detached accessory dwelling unit dies not exceed 1,200 square feet.	65852.2(a)(1)(D)(v)
	Passageways are not required in conjunction with the construction of an accessory dwelling unit.	65852.2(a)(1)(D)(vi)
	Setbacks are not required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines are not required for an accessory dwelling unit that is constructed above a garage.	65852.2(a)(1)(D)(vii)
	(Local building code requirements that apply to detached dwellings are met, as appropriate.	65852.2(a)(1)(D)(viii)
	Local health officer approval where a private sewage disposal system is being used, if required.	65852.2(a)(1)(D)(ix)
	Parking requirements do not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.	65852.2(a)(1)(D)(x)

* Other requirements may apply. See Government Code Section 65852.2

Attachment 5: Bibliography

Reports

ACCESSORY DWELLING UNITS: CASE STUDY (26 pp.)

By United States Department of Housing and Urban Development, Office of Policy Development and Research. (2008)

Introduction: Accessory dwelling units (ADUs) — also referred to as accessory apartments, ADUs, or granny flats — are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities, and can be either attached or detached from the main residence. This case study explores how the adoption of ordinances, with reduced regulatory restrictions to encourage ADUs, can be advantageous for communities. Following an explanation of the various types of ADUs and their benefits, this case study provides examples of municipalities with successful ADU legislation and programs. Section titles include: History of ADUs; Types of Accessory Dwelling Units; Benefits of Accessory Dwelling Units; and Examples of ADU Ordinances and Programs.

THE MACRO VIEW ON MICRO UNITS (46 pp.)

By Bill Whitlow, et al. – Urban Land Institute (2014)
Library Call #: H43 4.21 M33 2014

The Urban Land Institute Multifamily Housing Councils were awarded a ULI Foundation research grant in fall 2013 to evaluate from multiple perspectives the market performance and market acceptance of micro and small units.

RESPONDING TO CHANGING HOUSEHOLDS: Regulatory Challenges for Micro-units and Accessory Dwelling Units (76 pp.)

By Vicki Been, Benjamin Gross, and John Infranca (2014)
New York University: Furman Center for Real Estate & Urban Policy
Library Call # D55 3 I47 2014

This White Paper fills two gaps in the discussion regarding compact units. First, we provide a detailed analysis of the regulatory and other challenges to developing both ADUs and micro-units, focusing on five cities: New York; Washington, DC; Austin; Denver; and Seattle. That analysis will be helpful not only to the specific jurisdictions we study, but also can serve as a model for those who what to catalogue regulations that might get in the way of the development of compact units in their own jurisdictions. Second, as more local governments permit or encourage compact units, researchers will need to evaluate how well the units built serve the goals proponents claim they will.

SCALING UP SECONDARY UNIT PRODUCTION IN THE EAST BAY: Impacts and Policy Implications (25 pp.)

By Jake Webmann, Alison Nemirow, and Karen Chapple (2012)
UC Berkeley: Institute of Urban and Regional Development (IURD)
Library Call # H44 1.1 S33 2012

This paper begins by analyzing how many secondary units of one particular type, detached backyard cottages, might be built in the East Bay, focusing on the Flatlands portions of Berkeley, El Cerrito, and Oakland. We then investigate the potential impacts of scaling up the strategy with regard to housing affordability, smart growth, alternative transportation, the economy, and city budgets. A final section details policy recommendations, focusing on regulatory reforms and other actions cities can take to encourage secondary unit construction, such as promoting carsharing programs, educating residents, and providing access to finance.

SECONDARY UNITS AND URBAN INFILL: A literature Review (12 pp.)

By Jake Wegmann and Alison Nemirow (2011)
UC Berkeley: IURD
Library Call # D44 4.21 S43 2011

This literature review examines the research on both infill development in general, and secondary units in particular, with an eye towards understanding the similarities and differences between infill as it is more traditionally understood – i.e., the development or redevelopment of entire parcels of land in an already urbanized area – and the incremental type of infill that secondary unit development constitutes.

YES, BUT WILL THEY LET US BUILD? The Feasibility of Secondary Units in the East Bay (17 pp.)

By Alison Nemirow and Karen Chapple (2012)
UC Berkeley: IURD
Library Call # H44.5 1.1 Y47 2012

This paper begins with a discussion of how to determine the development potential for secondary units, and then provides an overview of how many secondary units can be built in the East Bay of San Francisco Bay Area under current regulations. The next two sections examine key regulatory barriers in detail for the five cities in the study (Albany, Berkeley, El Cerrito, Oakland, and Richmond), looking at lot size, setbacks, parking requirements, and procedural barriers. A sensitivity analysis then determines how many units could be built were the regulations to be relaxed.

YES IN MY BACKYARD: Mobilizing the Market for Secondary Units (20 pp.)

By Karen Chapple, J. Weigmann, A. Nemirow, and C. Dentel-Post (2011)
UC Berkeley: Center for Community Innovation.
Library Call # B92 1.1 Y47 2011

This study examines two puzzles that must be solved in order to scale up a secondary unit strategy: first, how can city regulations best enable their construction? And second, what is the market for secondary units? Because parking is such an important issue, we also examine the potential for secondary unit residents to rely on alternative transportation modes, particular car share programs. The study looks at five adjacent cities in the East Bay of the San Francisco Bay Area (Figure 1) -- Oakland, Berkeley, Albany, El Cerrito, and Richmond -- focusing on the areas within ½ mile of five Bay Area Rapid Transit (BART) stations.

Journal Articles and Working Papers:

BACKYARD HOMES LA (17 pp.)

By Dana Cuff, Tim Higgins, and Per-Johan Dahl, Eds. (2010)
Regents of the University of California, Los Angeles.
City Lab Project Book.

DEVELOPING PRIVATE ACCESSORY DWELLINGS (6 pp.)

By William P. Macht. Urbanland online. (June 26, 2015)
Library Location: Urbanland 74 (3/4) March/April 2015, pp. 154-161.

GRANNY FLATS GAINING GROUND (2 pp.)

By Brian Barth. Planning Magazine: pp. 16-17. (April 2016)
Library Location: Serials

"HIDDEN" DENSITY: THE POTENTIAL OF SMALL-SCALE INFILL DEVELOPMENT (2 pp.)

By Karen Chapple (2011)
UC Berkeley: IURD Policy Brief.
Library Call # D44 1.2 H53 2011

California's implementation of SB 375, the Sustainable Communities and Climate Protection Act of 2008, is putting new pressure on communities to support infill development. As metropolitan planning organizations struggle to communicate the need for density, they should take note of strategies that make increasing density an attractive choice for neighborhoods and regions.

HIDDEN DENSITY IN SINGLE-FAMILY NEIGHBORHOODS: Backyard cottages as an equitable smart growth strategy (22 pp.)

By Jake Wegmann and Karen Chapple. Journal of Urbanism 7(3): pp. 307-329. (2014)

Abstract (not available in full text): Secondary units, or separate small dwellings embedded within single-family residential properties, constitute a frequently overlooked strategy for urban infill in high-cost metropolitan areas in the United States. This study, which is situated within California's San Francisco Bay Area, draws upon data collected from a homeowners' survey and a Rental Market Analysis to provide evidence that a scaled-up strategy emphasizing one type of secondary unit – the backyard cottage – could yield substantial infill growth with minimal public subsidy. In addition, it is found that this strategy compares favorably in terms of affordability with infill of the sort traditionally favored in the 'smart growth' literature, i.e. the construction of dense multifamily housing developments.

RETHINKING PRIVATE ACCESSORY DWELLINGS (5 pp.)

By William P. Macht. Urbanland online. (March 6, 2015)
Library Location: Urbanland 74 (1/2) January/February 2015, pp. 87-91.

ADUS AND LOS ANGELES' BROKEN PLANNING SYSTEM (4 pp.)

By CARLYLE W. Hall. The Planning Report. (April 26, 2016).
Land-use attorney Carlyle W. Hall comments on building permits for accessory dwelling units.

News:

HOW ONE COLORADO CITY INSTANTLY CREATED AFFORDABLE HOUSING

By Anthony Flint. The Atlantic-CityLab. (May 17, 2016).

In Durango, Colorado, zoning rules were changed to allow, for instance, non-family members as residents in already-existing accessory dwelling units.

NEW HAMPSHIRE WINS PROTECTIONS FOR ACCESSORY DWELLING UNITS (1 p.)

NLIHC (March 28, 2016)

Affordable housing advocates in New Hampshire celebrated a significant victory this month when Governor Maggie Hassan (D) signed Senate Bill 146, legislation that allows single-family homeowners to add an accessory

dwelling unit as a matter of right through a conditional use permit or by special exception as determined by their municipalities. The bill removes a significant regulatory barrier to increasing rental homes at no cost to taxpayers.

NEW IN-LAW SUITE RULES BOOST AFFORDABLE HOUSING IN SAN FRANCISCO. (3 pp.)

By Rob Poole. Shareable. (June 10, 2014).

The San Francisco Board of Supervisors recently approved two significant pieces of legislation that support accessory dwelling units (ADUs), also known as “in-law” or secondary units, in the city…

USING ACCESSORY DWELLING UNITS TO BOLSTER AFFORDABLE HOUSING (3 pp.)

By Michael Ryan. Smart Growth America. (December 12, 2014).

ATTACHMENT 4

Proposed Accessory Dwelling Unit (ADU) Ordinance Comparison Matrix

Category	State Standard (ADU)	Current City Standard (Residential 2nd Unit)	Proposed City Standard (ADU)	Justification/Notes
Verbiage	Replaces term "second unit" with "accessory dwelling unit"	Residential, second unit	As modified by State law.	With the changes in State law, "residential second units" are now referred to as "accessory dwelling units." The proposed code amendment will replace the definition for residential second unit and align with the state's ADU definition (with clarifications), and all references in the Zoning Ordinance to a residential second unit will be updated to accessory dwelling unit. Also, clarify that an accessory dwelling unit is a separate land use from "accessory structures."
Definition	"ADU means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following: (A) An efficiency unit as defined in Section 17958.1 of the Health and Safety Code. (B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.	"A second residential unit built on land zoned for residential use, on the same lot as an existing single-family dwelling unit intended for residency by one family or household, and containing one or more rooms with sleeping, kitchen, and sanitation facilities. Kitchen facilities include cooking appliances and a sink that measure 200 or more square inches in surface area, or a sink that measures less than 200 square inches in surface area augmented by an automated dishwasher. Sanitation facilities include a toilet, sink, bathtub and/or shower."	An attached or detached residential dwelling unit on a lot zoned for residential use which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking (i.e., kitchen), and sanitation facilities on the same lot as the single-family dwelling unit is situated. An accessory dwelling unit also includes an efficiency unit, as defined in California Building Code Section 1208.4, and a manufactured home, as defined in Section 18007 of the Health and Safety Code. An accessory dwelling unit that is a manufactured home is exempt from any conditional use permit requirement for manufactured structures (over two years). A recreational vehicle does not qualify as an accessory dwelling unit. An accessory dwelling unit may take three forms: (1) An attached accessory dwelling unit is attached to the principal dwelling unit, having at least one (1) common wall or a common roof with the principal dwelling unit; or	

			(2) A detached accessory dwelling unit is detached from the principal dwelling unit; or (3) A repurposed existing space within the principal dwelling unit that is converted into an independent living unit.	
Density	ADUs shall not be considered new residential uses and are deemed to be an accessory single-family residential use.	2nd units shall not be considered to exceed the allowable density for the lot upon which it is located and shall be deemed to be a residential use which is consistent with the existing General Plan and zoning designation.	As modified by State law.	Consistent with Government Code Sections 65852.2(a)(1)(C) and 65852.2(a)(8).
Applicability and Maximum Number Allowed	One ADU per residential lot that is occupied by a proposed or existing single-family dwelling unit.	Allows second unit on lots zoned for residential use with one existing single-family dwelling.	As modified by State law.	Only one ADU (or Junior ADU) could be developed per parcel, not a combination of these per State Housing and Community Development (HCD) Fall 2017 seminar.
Location	Permitted on lots zoned to allow single and multi-family residential use. City has discretion to restrict ADU to areas based on supported findings about the inadequacy of water	Permitted on lots zoned for single and multi-family residential.	As modified by State law with the following: No existing residential second unit, guesthouse, servant's quarters or similar facility unless proposal includes demolition or modification of such facility.	Consistent with Government Code Sections 65852.2(a)(1)(A) and 65852.2 (a)(1)(D)(ii).

	and sewer services, and adverse impacts on traffic flow and safety.			
Minimum Lot Size	Local agency may impose standard.	No requirement.	Minimum lot size of 5,000 SF for attached or detached ADU.	Consistent with Government Code Section 65852.2 (a)(1)(B)(i). Based on an analysis of the proportion of various size lots in the City, visual impacts of additional building area on single-family lots, and similar provisions used in other cities, a standard of allowing ADUs on lots 5,000 square feet or larger is proposed. Of the approximately 30,000 lots in the city occupied by single-family residences, roughly 17,000 (56 percent) have a minimum of 5,000 sq. ft. in size; and of these 17,000 units, approximately 16,300 (95 percent) are estimated to be below the maximum 50 percent lot coverage requirement to build an ADU. It is likely that the actual number will be less assuming all other

				development standards can be met, all property owners are interested in adding an ADU, and any applicable HOA CC&Rs can be met.
Timing	No requirement.	Second unit in conjunction with or subsequent to the construction of the primary dwelling.	No change. Clarifying if constructed at the same time, the principal DU shall be finished before or with the ADU.	Consistent with Government Code Section 65852.2 (a)(1)(D)(ii).
Type	Attached, detached or converted space located within proposed or existing DU, including garage.	Attached, detached or converted livable area within existing DU.	As modified by State law.	Consistent with Government Code Section 65852.2(a)(1)(D)(iii).
Review	Review of all ADUs ministerially (no discretionary review or hearing) and approve or deny within 120 days of application	Ministerial review	Ministerial action within 120 days of submittal of a complete application.	Consistent with Government Code Sections 65852.2(a)(1)(D)(xi)(3) and 65852.2(b).
Applicant	Local Agency may require applicant to be an owner-applicant.	Must be owner-occupant	No change.	Consistent with Government Code 65852.2(a)(6).
Setbacks - general	Local agency may impose setback standards.	Setbacks as required by applicable Zoning.	Setbacks as required by applicable Zoning. ADU not eligible for setback variances unless City initiated. ADU shall not apply alternative setback standards approved for the principal DU. ADU shall comply with any easements.	Consistent with Government Code Section 65852.2 (a)(1)(B)(i).

Setbacks for detached ADU	Local agency may impose setback standards.	Setbacks as required by applicable Zoning.	Detached: Minimum building-to-building separation consistent with underlying zoning district or Building Code, whichever is more restrictive. Located no closer to the front property line than the front-most building wall of the principal DU.	Maintain applicable building-to-building separation for detached ADUs. Consistent with Government Code Section 65852.2(a)(1)(D)(viii). Ensure placement of ADU is subordinate to the principal residence.
Setbacks for existing garage conversion to an ADU	No setback required for an existing garage that is converted into an ADU or a portion of an ADU.	Setbacks as required by applicable Zoning.	As modified by State law for a legally established existing garage provided that side and rear setbacks comply with required Building Codes.	Consistent with Government Code Section 65852.2(a)(1)(D)(vii).
Setbacks for new ADU above existing garage	Setback of no more than five (5) feet from side and rear lot lines shall be required for an ADU constructed over an existing garage.	Setbacks as required by applicable Zoning.	A side and rear setback of five (5) feet is required and the ADU shall not extend outside the footprint of the existing garage. All setbacks shall also comply with all applicable Building Code requirements, whichever is more restrictive.	Consistent with Government Code Section 65852.2(a)(1)(D)(vii).
Setbacks for new ADU construction over new ground-level garage	Local agency may impose setback standards.	Setbacks as required by Zoning.	A new accessory dwelling unit concurrently constructed over a new ground-level garage shall comply with Zoning Ordinance Section 3-27-10, Garage and Carport Setback Requirements. Second-story ADU shall not extend outside the footprint of the garage.	Consistent with Government Code Sections 65852.2 (a)(1)(B)(i) and 65852.2(a)(1)(D)(viii).
Facilities	By definition, ADU shall include permanent provisions for living, sleeping, eating, cooking and	Sleeping, kitchen (cooking appliance, sink measuring 200 sq. inches minimum or sink less than 200 sq. in.	Kitchen and sanitation facilities separate from those of principal dwelling unit. Separate exterior entrance independent from existing principal residence	

	sanitation. Local agency may require a separate entrance.	plus automatic dishwasher), and sanitation facilities (toilet, sink, bathtub and/or shower).	required.	
Utility Metering	No requirement.	No requirement.	Utilities for ADU may be metered separately, if unused standard quarter increment decimal addresses are available.	Consistent with Government Code Section 65852.2(f)(2).
Utility Connection – Conversion of Existing Space or Accessory Structure	For ADUs in existing space within SFD or accessory structure, applicant is not required to install a new or separate utility connection directly between the ADU and the utility and local agency shall not impose a related connection fee or capacity charge.	No requirement.	As modified by State law.	Consistent with Government Code Section 65852.2(f)(2)(A)
Utility Connection - General	For all other ADUs, local agency, special district, or water corporation may require a new or separate utility connection directly between the ADU and the utility. Connection fee or capacity charge shall be proportionate to the reasonable cost	No requirement.	As modified by State law.	Consistent with Government Code Section 65852.2(f)(2)(B)

<table>
<tr><td></td><td>of providing service.</td><td></td><td></td><td></td></tr>
<tr><td>Fire Sprinklers</td><td>Fire sprinklers are not required if they are not required for the primary residence.</td><td>Fire sprinklers required by Building Code.</td><td>As modified by State law.</td><td>Consistent with Subdivisions (c) and (e) of Government Code Section 65852.2.</td></tr>
<tr><td>Unit Size</td><td>At least a 150 SF efficiency unit is allowed and up to a maximum of 1,200 SF.

Attached: Total area of floor space shall not exceed 50% of the proposed or existing primary dwelling living area or1,200 SF.

Detached: Maximum 1,200 SF total.

No maximum size requirements are applied to conversion structures as long as the building footprint remains unchanged.</td><td>Floor area of 2nd unit shall not exceed 30% of floor area of existing living area.

Detached 2nd unit: Maximum 1,200 SF total.

Both requirements above are not applicable to 2nd units on SFD lots 20,000 SF or larger.</td><td>Proposed minimum unit size is 220 SF

Maximum unit size for attached and detached ADU (includes efficiency unit):

The maximum total floor space area of an attached or detached ADU is limited to no more than 50 percent of the livable floor area (excludes garage and any accessory structure) of the proposed or existing principal dwelling unit or the following table, whichever is less:

<table><tr><th>Lot Size (SF)</th><th>Max Total Floor Area of ADU (SF)</th></tr><tr><td>5,000 – 7,999</td><td>700</td></tr><tr><td>8,000 – 9,999</td><td>800</td></tr><tr><td>10,000 – 19,999</td><td>1,000</td></tr><tr><td>20,000+</td><td>1,200</td></tr></table>
ADU shall contain no more than two (2) bedrooms.</td><td>Consistent with Subdivision (c) of Government Code Section 65852.2. Minimum unit size is based on efficiency unit requirements in CA Building Code Section 1208.4. City did not modify its own Building Code to allow 150 SF efficiency unit as defined in Health and Safety Code 17958.1 or define a larger SF efficiency unit size. Minimum unit size applies to attached, detached and repurposed ADUs.

Consistent with Government Code Sections 65852.2(a)(1)(D)(iv) and 65852.2(a)(1)(D)(v). For attached and detached ADUs, which allows variable ADU size relative or proportional to the overall lot size. The proposed unit size maximums are approximately 5 to 14% of lot area up to 1,200 SF or</td></tr>
</table>

				maximum limited to no more than 50% of existing habitable floor area (excludes garage and any accessory structures), whichever is less. No maximum size requirements are applied to conversion or repurposed habitable structures as long as the building square footage/envelope stays the same, consistent with Government Code Section 65852.2(e).
Site Coverage	Local agency may impose "lot coverage" standard.	Site coverage as required by applicable Zoning.	Site coverage, as required by applicable Zoning, includes all fully enclosed structures on a site.	Consistent with Government Code Section 65852.2 (a)(1)(B)(i).
Building Height	Local agency may impose height limits.	Maximum building height as required by applicable Zoning.	Detached: maximum one-story and 15.5 feet or height of principal DU, whichever is less. If ADU is constructed above a garage or attached to the principal DU, the structure shall comply with the height limits of the underlying zoning district.	Height standards added to minimize appearance of two units on one lot and ensure the ADU remains subordinate to the principal unit. The 15.5 foot height limit assumes a 4:12 roof pitch (vertical: horizontal) with one foot framing allowance for a 1,200 SF structure. It is assumed that a smaller square footage detached ADU will be lower in height.

Design Standards	None. A local agency may, by ordinance, "impose standards on ADUs that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.	No requirements.	• Exterior stairs and doors not visible from Public ROW • Design, color material, pitch, texture, architectural style shall match principal DU and neighborhood. • Avoid direct window alignment with adjacent property • Adequate emergency services access • Enhanced landscaping and strategic open space for privacy and screening, • No adverse change to defined historic places.	Consistent with Government Code Section 65852.2(a)(1)(B)(i) which allows the local agency to impose standards on accessory DUs. Design standards added to minimize appearance of two units on one lot and provide for design consistency with principal DU and overall neighborhood.
Passageway	No passageway required with ADU construction.	No requirement.	As modified by State law.	Consistent with Government Code Section 65852.2(a)(1)(D)(vi). This is an exemption from the residential Building Code requiring a pathway (means of egress), clear to the sky, from street/public way to entrance of ADU.
Conversion of Space within Existing SFD or Accessory Structure	ADU permitted if unit is contained within the existing livable space of a single SFD or existing habitable "accessory structure" such as a studio or pool house (i.e., no	No requirement.	As modified by State law with clarifications that a single-family residence or accessory structure must have been legally permitted and existing for a minimum of three years prior to issuance of a permit to convert space into an ADU.	Consistent with Government Code Sections 65852.2(e) and 65852.2(f)(2)(A). The three year waiting period for conversions is proposed to prevent potential circumventing of

	increase in floor area), "has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety."			ADU requirements pertaining to new construction (e.g., unit size, parking). For example, a bedroom addition with bath (no kitchen) would be prohibited from immediately converting to an ADU with the filing of a subsequent building permit application to add kitchen facilities.
Parking Exemptions	Parking standards shall not be imposed in any of the following instances: • Within ½ of public transit • Within an architecturally and historically significant historic district • Part of the proposed or existing primary residence or accessory structure • On-street parking permits not offered • Car share vehicle located within one block of the ADU	1 space in addition to space(s) required for the primary DU.	As modified by State law with clarifications. "Public transit" shall include a bus stop with fixed route service that provides transit service at 15-minute intervals or better during peak commute periods. "Car-share vehicle" shall mean part of an established short-term vehicle rental program intended where one or more car-share vehicles stay in a fixed pick-up and drop-off location and available to the public to use on reservation or as-needed basis. Rideshare services such as Uber and Lyft do not qualify as a "car-share service."	Consistent with Subdivision (d) of Government Code 65852.2. For the public transit parking exemption criteria, specify 15 minute headways which is transportation industry accepted standard. Additionally, specify distance to be measured as actual walking distance along accessible path of travel to prevent jay walking and trespassing. Note normal public transportation use typically comes from people within ¼ mile of stops and stations (instead of the State specified distance of ½ mile). Proposed ADU Ordinance

				does not include non-fixed route service such as paratransit for older residents or residents with disabilities because ADU occupancy could be temporary in nature.
Parking Not Exempt	If property does not qualify for parking exemption, parking requirements for ADUs shall not exceed one (1) parking space required per unit or per bedroom, whichever is less.	1 space in addition to space(s) required for the primary DU.	One (1) space required for an ADU unless the accessory dwelling unit has no bedrooms, in which case, no parking space is required. A required accessory dwelling unit space is in addition to any required parking for the principal SFD unit.	Consistent with Government Code Sections 65852.2(a)(1)(D)(x)(I) and 65852.2 (a)(1)(D)(x)(II). Ensure that minimum parking criteria is established and met on-site to prevent parking overflow onto existing streets.
Parking Location	ADU "spaces may be provided as tandem parking on a driveway." "Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or	Space may be tandem and located within an approved driveway, but prohibited in all setback areas and front yard. Community Development Director has authority to permit the required parking space to be provided off-site.	Parking shall be provided through conventional garages or carports and tandem parking located on an existing driveway leading to a garage, or in any location on-site meeting all requirements, including required setbacks, in section d. Tandem parking shall meet minimum length dimensions consistent with ZO Section 3-27-10.B, Garage and Carport Setback Requirements and a minimum 10 feet width. If ADU shares garage parking with principal unit, the provided ADU space shall be for exclusive use for ADU and separated from any spaces for principal unit by permanent wall/barrier and have a separate/independent garage door.	ADUs are required to utilize the same vehicular access that serves the existing principal dwelling unit. A new separate or expanded driveway entrance (i.e., curb cut) from a street, drive or alley is proposed to be prohibited unless a new garage or carport is constructed for the purpose of providing parking spaces for an accessory dwelling unit and/or replacement spaces for the primary dwelling unit. An existing on-site driveway (not existing

	regional topographical or fire and life safety conditions."		ADU and any associated parking shall use same vehicular access that serves principal DU. A new driveway entrance/curb cut is prohibited unless a new garage or carport is constructed for the purpose of providing parking spaces for an ADU and/or replacement spaces for the primary DU. In such instance, the new or altered curb cut shall be require review of a separate encroachment permit application demonstrating compliance with Engineering Standard Plan 204 (Driveway Type I). An existing driveway, not existing curb cut, may be expanded on-site on private property for required ADU parking, but comply with Standard Plan 403 (Sight Distance Triangle), maintain 10 foot setback from front and street side property lines, maintain 5 feet setback from rear and side property lines, and meet all applicable standards. A vehicular driveway that provides access to required parking shall have a minimum width of 10 feet. All required resident and accessory dwelling unit (as opposed to required primary DU visitor spaces on street) parking spaces shall occur in approved driveways and garages and/or carports	curb cut) may be expanded to accommodate required accessory dwelling unit parking spaces as allowed by Engineering Standard Plans.

			on-site in accordance with ZO Section 3-34-1.A. Parking in front yard/landscaped and unpaved or gravel areas is prohibited. The Community Development Director shall have the authority to determine if the proposed parking design is not feasible based on specific site or regional topographical or fire and life safety conditions.	
Replacement Parking for Existing Garage Conversions and Demolitions	Demolition of covered parking (garage, carport, parking structure) in conjunction with ADU construction or conversion to an ADU may be required to be replaced on-site based on local agency requirements which may be covered, uncovered, or tandem spaces or mechanical automobile parking lift	Required 2nd unit spaces are in addition to spaces required for the primary DU.	As modified by State law with further clarifications. Added clarification that when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, replacement spaces must be provided on-site, subject to Zoning Ordinance Division 4, Parking, and this Section (Parking Requirements for Accessory Dwelling Units). Replacement parking spaces shall include a new garage or carport for any required covered resident parking spaces for the principal dwelling unit and, when applicable, any required uncovered tandem driveway spaces.	According to page 12 of the ADU Memorandum from HCD (December 2016), state law indicates local governments can require off-street parking to be replaced when the parking area for the primary structure is used for an ADU (i.e., garage/carport conversions or demolitions). Although the State encourages flexible parking arrangements such as tandem parking for replacement spaces, the proposed ADU Ordinance requires like-for-like replacement spaces (i.e., covered vs. uncovered

			Use of mechanical automobile parking lifts shall be concealed within a permitted garage only. The replacement spaces for the principal dwelling unit are in addition to any required accessory dwelling unit parking space. This requirement shall not apply to an accessory dwelling unit meeting the criteria in subsection e (Parking Exemptions) above.	driveway) to maintain the overall neighborhood character.
Owner Occupancy	Local agency may not limit the number of occupants, short of the limits imposed by the Building Code. Local agency may restrict occupancy to an owner-occupant. ADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.	2nd unit is not intended for sale.	Principal DU or ADU shall be continuously occupied as the primary residence by at least one person having ownership interest in the lot as long as the ADU exists. Sale or ownership of the ADU separate from the main DU is prohibited.	Consistent with Government Code Sections 65852.2(a)(1)(D)(i) and 65852.2(a)(6). Maintain owner-occupied character of single-family neighborhoods. The absence of owner-occupancy requirement could create a market for investors to acquire multiple properties and develop ADUs that would essentially function as duplexes or multi-family housing without on-site management.
Short-Term Rentals Prohibited	Local agency may require that the property be used for rentals of terms longer than 30 days.	Second unit may be rented and is not intended for sale.	The principal unit and accessory dwelling unit shall not be rented for less than 30 consecutive days at any time.	Consistent with Government Code Sections 65852.2(a)(1)(D)(i) and 65852.2(a)(6).

Existing Nonconforming Units	No requirement.	Subject to ZO Chapter 3-19, Nonconforming Uses and Structures.	Legal non-conforming accessory DUs may continue to operate subject to ZO Chapter 3-19.	
Addressing	No requirement.	Not required.	Accessory dwelling unit shall use the same address as the existing dwelling unit.	Address numbers are sequential in nature so generally no opportunities to add additional addresses. USPS indicates all mail must legally go to the address on envelope or parcel and the delivery person cannot go behind any gates to deliver mail. Additionally, their system does not recognize decimal addresses. For instance, the USPS system interprets 35.5 Main St. as 355 Main St. USPS system accepts ½ fraction addresses, but people tend to write addresses with decimals which makes the mail undeliverable resulting in a return to sender.
Deed Restriction	The intent of the State law is to provide affordable housing options for family members, students, the elderly, in-home health care providers,	Not required.	Recorded deed restriction required subject to City Attorney review and approval as follows: • ADU shall not be sold or owned separately; and lot shall not be subdivided in any manner that would authorize such sale or	Help preserve the owner-occupied character of most single-family neighborhoods. The absence of owner-occupancy requirement could create a market for

	the disabled, and other vulnerable populations at or below or market prices within existing neighborhoods. Can be deed-restricted.		ownership; • ADU is legal habitable unit so long as principal DU or ADU is occupied by at least one owner of record of property; • In the event the minimum one person having ownership of the lot ceases to occupy a unit on the lot, the ADU shall automatically become non-habitable space, shall not be used as a dwelling unit, and shall not be rented or leased for any purpose. • The principal unit and ADU shall not be rented for a period less than 30 consecutive days • The above restrictions shall be binding upon any successor in ownership of the property as long as ADU exists on the property; and • Lack of compliance shall be cause for code enforcement.	investors to acquire multiple properties and develop ADUs that would essentially function as duplexes or multi-family housing without on-site management. Therefore, proposing to require owner-occupancy of either one of the units to allow flexibility in cases that the property owner prefers living in the smaller unit due to age or other preference.
Junior ADU *(repurposed space with various streamlining measures)*	Government Code Section 65852.22 (AB 2406 – Thurmond) authorizes City to permit JADU through adoption of an ordinance. Adoption of a JADU ordinance is optional. JADU must:	Not permitted.	Not applicable.	Implementation of AB 2406 to allow JADU's is optional and if the City does not adopt an ordinance, the state regulations are not mandated. AB 2406 does not allow a local agency to place additional development restrictions/standards on a JADUs as compared to the creation of a "standard" ADU.

	• Not exceed 500 SF maximum • Be completely contained within the space of an existing residential structure and include an existing bedroom • Have its own separate entrance, with an interior entry to the main living area. • Must include an efficiency kitchen. No gas or 220V circuits are allowed. • Owner-occupancy of remaining portions of principal DU or the JADU. • Recorded deed restriction prohibiting sale of JADU separate from SFD, restriction on size and attributes of JADU, and may be enforced			Because JADUs are not required to meet certain requirements (i.e., parking, separate sanitation facilities, and fire-separation between units) and do not meet the City's definition of a "dwelling unit" (i.e., independent living facility), the ADU ordinance is not proposing to implement AB 2406, thereby not authorizing JADU's. Per the State Housing and Community Development (HCD) Fall 2017 seminar, only one ADU or JADU could be developed per parcel, not a combination of these. The City does not restrict the number of bedroom "suites" with bathroom and/or wet bar facilities within a home. Nor does the City require a deed restriction or separate exterior entrance. However, a separate exterior entrance could be proposed if it complies with the Building Code. Therefore, not including JADU requirements potentially allows for greater flexibility for multi-generational living and/or varied rental

	against future purchasers. JADU may: • Share a bath with the primary residence or have its own bath. • Include a second interior doorway for sound attenuation. JADU prohibits: • additional parking as a condition to grant a permit. • applying additional water, sewer and power connection fees.			configurations especially for residential additions/remodels, which can also be larger than the 500 SF JADU allowed maximum assuming compliance with applicable building and zoning requirements. Implementation of the proposed ADU Ordinance will allow for an efficiency unit as small as 220 SF, essentially incorporating many of the provisions of AB 2406. Although a residential remodel/addition could technically meet the State's definition of a JADU, the City will not count it as a "JADU" for the reasons noted above.

CITY COUNCIL ORDINANCE NO. 18-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING ZONE CHANGE (00729211-PZC) TO AMEND THE ZONING ORDINANCE BY PROVIDING NEW OR REVISED LAND USE/ZONING PROVISIONS RELATED TO PARK PLANNING RESPONSIBILITIES, APPEALS AND PUBLIC NOTICING PROCEDURES, BOARDING HOUSES, SHORT-TERM RENTALS, ACCESSORY DWELLING UNITS, AND OTHER MISCELLANEOUS STANDARDS; FILED BY THE CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the City of Irvine has an adopted Zoning Ordinance; and

WHEREAS, the City of Irvine Community Development Department has initiated Zone Change 00729211-PZC to update provisions for: related to park planning responsibilities, appeals and public noticing procedures, boarding houses, short-term rentals, accessory dwelling units, and other miscellaneous standards; and

WHEREAS, Zone Change 00729211-PZC will improve the functionality of the Zoning Ordinance by ensuring accurate information is contained in the document and by clarifying land uses available to residents, property owners, and business owners; and

WHEREAS, Zone Change 00729211-PZC is considered a "project" as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) procedures and Article 5 of the CEQA Guidelines, it has been determined that the proposed project is covered by the General Rule Exemption [Section 15061(b)(3) of the CEQA Guidelines], for projects where it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, with respect to the amendments relating to accessory dwelling units, the Zone Change is statutorily exempt from CEQA pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which applies to “[t]he adoption of an ordinance regarding secondary units in a single-family or multifamily residential zone by a city ... to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code”; and

WHEREAS, the Planning Commission of the City of Irvine has considered information presented by staff and other interested parties at a duly-noticed public hearing

held on February 15, 2018, and has recommended that the City Council approve the Municipal Code amendments (vote 5-0); and

WHEREAS, the City Council of the City of Irvine considered information presented by the Community Development Department at duly-noticed public hearings held on March 27, 2018 and April 10, 2018.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN as follows:

SECTION 1. That the above recitals are true and correct and are incorporated herein.

SECTION 2. Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) procedures and Article 5 of the CEQA Guidelines, it has been determined that the proposed project is covered by the General Rule Exemption [Section 15061(b)(3)], for projects where it can be seen with certainty that the activity in question will have no significant effect on the environment. With respect to the amendments relating to accessory dwelling units, the Zone Change is statutorily exempt from CEQA pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which applies to "[t]he adoption of an ordinance regarding secondary units in a single-family or multifamily residential zone by a city . . . to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code."

SECTION 3. The findings required for approval of a Zone Change as set forth in Section 2-38-7 of the City of Irvine Zoning Ordinance have been made as follows:

A. The proposed Zone Change is consistent with the City of Irvine General Plan.

The purpose of the Zone Change is to incorporate minor "clean-up" changes such as providing new or revised land use/zoning provisions related to specialized housing, Park Plan and Park Design procedures, cottage food operators (CFO), citywide land use matrix, accessory retail uses, landscaping standards, setback standards, solar energy system standards, applicability of expired development agreements and tentative tract maps, warehousing, storage and distribution, sign standards, references to adopted design guidelines for specified Planning Areas, supermarkets in the Community Commercial zone in Planning Area 34, corrections to code provisions for Irvine Business Complex, adjustments to statistical analysis tables and zoning code maps, other miscellaneous standards, and corrections for scriveners errors. As such, this Zone Change is consistent with the goals and objectives of the City of Irvine General Plan.

B. The proposed Zone Change is consistent with any applicable Concept Plan.

There is no Concept Plan associated with this project.

C. The proposed Zone Change meets all the requirements set forth within Division 8 for the dedication of permanent open space through a specified phased implementation program for affected planning areas and zoning districts.

This project is not required to dedicate open space because there is no development associated with the Zone Change.

D. The proposed Zone Change is in the best interest of the public health, safety, and welfare of the community.

The Zone Change is consistent with all applicable provisions of the Zoning Ordinance and is in the best interest of the community's health, safety, and welfare. The Zone Change is limited to incorporating minor revisions to land use limitations.

E. Based upon information available at the time of approval, adequate sewer and water lines, utilities, sewage treatment capacity, drainage facilities, police protection, fire protection/emergency medical care, vehicular circulation and school facilities will be available to serve the area affected by the proposed Zone Change when development occurs.

The proposed project does not include any specific development. The Zone Change is limited to incorporating minor revisions to land use limitations.

F. If the proposed Zone Change affects land located within the coastal zone, the proposed Zone Change will comply with the provisions of the land use plan of the certified local coastal program.

The project does not include any development within the coastal zone.

SECTION 4. That the City Clerk shall enter this Ordinance into the book of original Ordinances.

NOW, THEREFORE, Based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE Zone Change 00729211-PZC, amending the City of Irvine Zoning Ordinance as outlined in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the _____ day of _____, 2018.

_____
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 introduced for first reading on the 10th day of April, and duly adopted at a regular meeting of the City Council of the City of Irvine held on the ___ day of _____, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

Section 1-2-1 Definitions:

Boarding House: A residence or dwelling unit, or portion(s) thereof, other than a hotel/motel, wherein two (2) or more rooms are independently rented or there are two (2) or more separate written or oral rental agreements, leases or subleases or combination thereof, regardless of whether or not the owner, agent or rental manager resides within the residence or dwelling unit. “Boarding House” shall not include a hotel/motel, single room occupancy hotel (SRO), or any structure which provides housing for less than 31 consecutive days, and “Boarding House” shall not include a facility licensed by the State Department of Health Services, the State Department of Social Welfare, or the County of Orange; convalescent homes; or community care or congregate care facilities.

Transit Stop, Major: As defined by California Public Resources Code Section 21155B(b)

Accessory structure: A non-habitable structure detached from the main building, on the same lot, which is incidental and subordinate to the main building or to the use of land. Examples of accessory structures include, but are not limited to, a garden shed, a storage shed, and a child's playhouse. See also "Cabana," "Patio/gazebo, solid covered," and "Pool house." "Residential, second unit” An “accessory dwelling unit” is considered a separate land use.

Bedroom: Any room located in a dwelling unit or accessory dwelling unit that can be used for sleeping purposes designed to provide privacy to the occupant and may include a closet or closet/dressing room opening off of a bedroom. The residential parking schedules differentiate units by number of bedrooms. However, confusion can result from situations where floor plans designate areas such as dens, lofts, studios, game rooms, home offices, libraries, sewing rooms, workshops, or other similar habitable spaces when in actuality the space, due to the way the floor plan is laid out, would be used as a bedroom. The approval body for the proposed use shall determine how many bedrooms are in a unit for the purpose of applying the parking schedules.

Driveway: A driveway provides access from a street or drive to a garage or carport of a residential unit or to a parking area for a commercial, industrial or institutional development.

Dwelling unit: A permanent non-commercial structure or portion thereof, including manufactured structures, designed or used as a residence providing complete, independent living facilities for one family or household containing one or more rooms with living, sleeping, eating, kitchen and sanitation facilities.. Sanitation facilities include a lavatory, toilet, bathtub and/or shower. Structures that meet this definition or “accessory dwelling unit” definition shall be considered either a “dwelling unit” or “accessory dwelling unit” regardless of how they are labeled on the plans (e.g., pool house, casita, cabana, recreation room, guesthouse, art studio).

Garage: An enclosed, attached or detached structure which is accessory to a residential building and which is used for the parking of vehicles owned and operated by the residents of the building and which is not a separate commercial enterprise available to the general public (see also "Parking structure"). Garages on a single-family detached lot may have incidental uses above the garage area. Incidental uses include, but are not limited to, the bedroom, bathrooms, offices or exercise room for use the occupants of the single-family detached dwelling unit or an accessory dwelling unit.

Kitchen: A room, space or area within a structure that is used or designed to be used for the preparation and cooking of food that contains one or both of the following:

1. Cooking appliances including but not limited to stoves/ranges, cook tops, wok rings, built-in grills, range hoods, ovens, convection ovens, warming drawers and/or rough-in facilities including but not limited to 240-volt electric outlets or any natural or propane gas lines.

   and/or

2. Sink with waste line drain greater than 1-1/2 inches in diameter and a refrigerator exceeding six (6) cubic feet in capacity or space opening with an electrical outlet that may reasonably be used for a refrigerator exceeding six (6) cubic feet in capacity.

An approved kitchen may have more than one sink, stove, oven or refrigerator in the same room, may include an automated dishwasher and/or microwave, and may include an adjacent supplemental kitchen equipment room (e.g., work room). The presence of rough-in facilities and openings shall also constitute a kitchen.

The approval body for the proposed use shall determine whether an area is a kitchen, including for making the determination about whether a structure is a dwelling unit or accessory dwelling unit under the Zoning Ordinance and California Building Code. This determination shall be based on the design of the physical facilities rather than the proposed use or how the area is labeled on the plans. See also “wet bar” definition, which does not constitute a kitchen.

Rough-In Facilities: Installation of preliminary plumbing, electrical, and/or mechanical building materials (e.g., mechanical ducts, electrical circuits/outlets of 240 volts in capacity, gas lines/outlets and water and waste lines) for future kitchen and/or sanitation improvements without making the final connections. Also, includes rough-in openings that provide for future installation of any kitchen and/or kitchen equipment. Rough-in facilities and openings for kitchens must receive Planning Division approval/clearance prior to building permit issuance.

Accessory dwelling unit: An attached or detached residential dwelling unit on a lot zoned for residential use which provides complete independent living facilities for one or

more persons. It shall include permanent provisions for living, sleeping, eating, cooking (i.e., kitchen), and sanitation facilities on the same lot as the single-family dwelling unit is situated. An accessory dwelling unit also includes an efficiency unit, as defined in California Building Code Section 1208.4, and a manufactured home, as defined in Section 18007 of the Health and Safety Code. An accessory dwelling unit that is a manufactured home is exempt from any conditional use permit requirement for manufactured structures (over two years). A recreational vehicle does not qualify as an accessory dwelling unit. An accessory dwelling unit may take three forms:

(1) An attached accessory dwelling unit is attached to the principal dwelling unit, having at least one (1) common wall or a common roof with the principal dwelling unit; or
(2) A detached accessory dwelling unit is detached from the principal dwelling unit; or
(3) A repurposed existing space within the principal dwelling unit that is converted into an independent living unit.

(Note to codifier- This new definition for Residential, Accessory dwelling unit replaces existing definition of "Residential, second unit," in its entirety)

Wet Bar: A single sink with a maximum waste drain line diameter of 1-1/2 inches with no food waste disposer and an under counter/compact refrigerator no greater than 6 cubic feet in size with cabinets and counter top area not exceeding six (6) lineal feet. A wet bar shall not include a refrigerator in excess of six (6) cubic feet in size or a wet bar/prep single bowl sink greater than two (2) square feet in size or a gas, propane or electric stove/range, cook top and/or oven (but may include a microwave oven).

Sec. 2-2-13. - Appeal.

A. A decision of the Zoning Administrator or the Director of Community Development with respect to an administrative relief application may be appealed to the Planning Commission within 15 calendar days of the date of the decision in accordance with Chapter 2-5.

B. A decision of the Planning Commission with respect to an administrative relief application may be appealed to the City Council within 15 calendar days of the date of the decision in accordance with Chapter 2-5.

Sec. 2-3-6. – Affordable housing credits guidelines.

9. Credits shall be assigned to applicants of affordable projects or mixed projects with excess affordables, based on the guidelines listed above, for:
   (i) The conversion of existing market-rate units to affordable units for a period of at least 30 years;
   (ii) The extension of the term of affordability of existing affordable units by an additional 40 years; and

(iii) The construction of accessory dwelling units that meet the City's affordability guidelines.

Credits may be assigned to property owners and applicants in return for the dedication of land for affordable housing use and the construction of special needs housing, with the number of credits assigned based on the City's determination of the value of these types of assistance.

Sec. 2-9-4. – Approval body.

A. The Zoning Administrator (with commissions other than the Planning Commission, as deemed appropriate, acting as advisory bodies) shall be the final approval body for the uses listed below when a conditional use permit is required. (Note that the uses listed below may not require a conditional use permit in every zoning district.) However, at the Zoning Administrator's discretion, an application may be forwarded to the Planning Commission for review and action. In addition, a member of the Planning Commission may call up for review and action, prior to posting of the public notice, by the Commission prior to a Zoning Administrator decision, any conditional use permit application.

- Alternative health care provider.
- Ambulance service.
- Arcade, game.
- Caretaker's quarters.
- Carwash.
- Child care center.
- Church (in other than a residential zoning category).
- Civic, governmental and cultural (Planning Area 4: Lower Peters Canyon).
- Commercial recreation facilities (Planning Area 4: Lower Peters Canyon).
- Community centers (Planning Area 4: Lower Peters Canyon).
- Community facility.
- Community information centers (Planning Area 4: Lower Peters Canyon).
- Concrete recycling facility. (In conjunction with demolition, removal and recovery of existing buildings, structures and landscaping associated with the former military use of the property - Planning Area 51).
- Conference/convention facilities (Planning Area 4: Lower Peters Canyon).
- Dairy, commercial.
- Domestic animal care facility.
- Drive-thru.
- Educational facilities, including off-site institutions of higher learning (Planning Area 4: Lower Peters Canyon).
- Equipment rental.
- Escort bureau and introductory service.
- Financial institution, drive-thru.
- Financial institution, except drive-thru.
- Fraternal and service club.
- Gas station/fuel dispenser.
- Gate, residential privacy.

- Government facility (Planning Area 16; Quail Hill).
- Greenhouse.
- Health club.
- Information center.
- Kennel.
- Landscaping businesses (Planning Area 4: Lower Peters Canyon).
- Maintenance facilities and structures (Planning Area 4: Lower Peters Canyon).
- Manufactured structure (over two years).
- Manufacturing, light (Planning Area 4: Lower Peters Canyon, Sector 8 only).
- Manufacturing of components (Planning Area 4: Lower Peters Canyon, Sector 8 only).
- Massage establishment and related businesses.
- Miniwarehouse (Planning Commission approval required in 3.ID, Woodbridge).
- Model home sales complex.
- Office, medical.
- Office, planned unit development (Planning Area 4: Lower Peters Canyon).
- Outdoor sales.
- Outdoor storage.
- Recreational vehicle storage, private.
- Research and development (Planning Area 4: Lower Peters Canyon).
- Recreational vehicle storage, public.
- Restaurant.
- Restaurant, ABC license "Type 47" ABC License operating after 12:00 a.m.
- Restaurant, takeout (Planning Area 4: Lower Peters Canyon).
- Retail and/or service business, general (except drive-thru).
- School, commercial.
- School, private.
- Small collection facility.
- Utility building and facility.
- Vehicle assembly.
- Vehicle impound yard.
- Vehicle leasing and rental.
- Vehicle sales.
- Vehicle storage.
- Vehicle wrecking yard.
- Veterinary service, livestock.
- Vocational schools (Planning Area 4: Lower Peters Canyon).
- Warehouse and sales outlet.
- Warehouse, storage, distribution and ancillary sales outlets (Planning Area 4: Lower Peters Canyon, Sector 8 only).
- Wireless communication facilities (depending on location, certain classes of antennae may be processed as a minor conditional use permit subject to review and approval by the Zoning Administrator pursuant to the table provided in Section 2.37.5-3).

B. For all other conditionally permitted uses the Planning Commission shall be the final approval body, with other commissions, as deemed appropriate, acting as advisory bodies.

Sec. 2-5-1. - Right to appeal; request for call-up review.

E. Any member of the Planning Commission or City Council may request that a decision of the Director of Community Services (for decisions related to park planning), Director of Community Development**,** or the Zoning Administrator be called up for review by the Planning Commission. Any member of the City Council may request that a decision of the Planning Commission be called up for review by the City Council.

Sec. 2-9-8. - Appeal.

A decision of the Zoning Administrator may be appealed to the Planning Commission, and a decision of the Planning Commission approving, denying, or approving in modified form may be appealed to the City Council, within 15 calendar days of the decision in accordance with Chapter 2-5 (Appeal Procedure). The City Council's decision shall take effect immediately.

Sec. 2-17-8. - Appeal.

A decision of the Planning Commission with respect to a Master Plan application may be appealed to the City Council within 15 calendar days of the date of the decision action in accordance with the appeal procedures of Chapter 2-5. City Council action shall be final and effective immediately.

CHAPTER 2-22 Park Planning

Section 2-22-3.A: Park plan application requirements and approval authority

A. The property owner or authorized agent of the property owner, the City Council, Community Services Commission, Planning Commission and Director of Community Services may initiate a park plan application.

Section 2-22-3.B Park plan application requirements and approval authority

6. Other information as required by the Director of Community Services.

Section 2-22-5 Park design application requirements and approval authority

A. The property owner or authorized agent of the property owner may initiate a park design for a private park; the City Council, Community Services Commission, Planning Commission, and Director of Community Services may initiate a park design for a public park.

Section 2-22-5.B Park design application requirements and approval authority.

10. Other information as required by the Director of Community Services.

Section 2-22-5.C Park design application requirements and approval authority

1. The Director of Community Services shall have the review and approval authority for park designs for all public and private parks (whether receiving park credit or not), except as stated under Items 2, 3 and 4 below. The Director of Community Services may refer any park design subject to his/her approval to the Community Services Commission or Planning Commission for review and action."

Section 2-22-6.C Hearing and Notice

3. For park design approval by the Director of Community Services, no public hearing shall be required. The Director of Community Services shall approve, conditionally approve, or deny the park design based on findings in Section 2-22-7.

Section 2-22-8 Appeal

An decision of the Director of Community Services, the Community Services Commission or the Planning Commission approving, denying or conditionally approving in modified form a park plan or park design may be appealed in accordance with Chapter 2-5. An decision by the City Council approving a park design within the Orange County Great Park shall be final."

Section 2-22-9.A Effective date, time limits and extension.

Director of Community Services, Community Services Commission, or Planning Commission action on a park plan or park design shall become effective 15 calendar days after the date of the decision unless appealed to the City Council. See Chapter 2-5 for further information. An action by the City Council approving a park design within the Orange County Great Park shall become effective immediately.

Section 2-22-10: Modifications.

Proposed modifications to park plans, park designs, or existing parks which meet any one of the following criteria shall be processed as a major modification:

A. For park plans, park designs, and existing parks: a proposed change in ownership from private to public or vice versa.

B. For park plans: Any change that would result in an overall reduction of recreational opportunities within the park plan area as a whole, including, but not limited to:

    1. Any reduction in the total dedicated parkland acreage in the adopted park plan as a whole.

    2. Any deletion or reduction in size of an amenity that received park credit and/or replacement of an amenity that received park credit with another

amenity of lesser value, where such change results in a reduction of the total park improvement credit in the park plan as a whole.

3. Any deletion or reduction in size of a major recreational amenity within the park plan as a whole. Major amenities include, but are not limited to, pool(s), multi-purpose room or other assembly space(s), fitness center(s), tot lot(s), and fields or courts.

4. Moving of parkland or recreation area acreage, a park amenity, or a portion of a park amenity from one park to another within the park plan and replacement of an amenity with another amenity of equal or higher value may be processed as a minor modification within the discretion of the Director of Community Development, except as provided under provision D below.

C. For park designs and existing parks:

1. Any change that would result in overall reduction of recreational amenities within the park or recreation area, including, but not limited to:

a. Any reduction in the park acreage.

b. Any deletion or reduction in size of an amenity that received park credit, and/or replacement of an amenity that received park credit with another amenity of lesser value, where such change results in a reduction of the total park improvement credit for the park.

c. Any deletion or reduction in size of a major recreational amenity, including but not limited to pool(s), assembly space(s) such as multipurpose room, fitness center(s), tot lot(s), and any fields or courts.

2. For park designs and existing parks, where there are existing residences within 200 feet from the park boundary, a major change also includes, but is not limited to, any change in size; replacement of an amenity with another amenity of unequal value; or the addition or deletion of an amenity, where such change could create a significant impact to the residences within 200 feet of the park facility. An example of a major modification would be addition of a shade structure, picnic/cook tables or group BBQs that creates a significant on-site and/or off-site parking impact.

3. Any change to an existing park's amenities that, at the discretion of the Director of Community Services, would negatively impact the existing residential neighborhood.

D. Proposed modifications that meet any of the criteria listed in Section 2-19-2 shall be processed as a major modification.

Except for the foregoing, all proposed modifications are minor modifications. The Director of Community Services shall have the authority to determine whether a proposed modification to an approved park plan or park design is major or minor. The

Director of Community Services shall review and approve minor modifications on parks. Major modifications shall be reviewed and approved by the approval authority specified in Sections 2-22-3.C and 2-22-5.C.

Section 2-23-5. – Mailing of Notices.

Only notices for a public hearing need to be mailed, unless otherwise directed by the Director of Community Development. Coastal zone development, Section 2-7-5, and a hazardous waste facility under Section 2-13-3 (Procedure), have different noticing requirements. General note: The 500-foot measurement shall be measured from the property line of the project site. However, where a roadway is adjacent to a project site, the adjacent street and its right-of-way shall not be included in the 500-foot measurement.

Sec. 2-33-8. - Appeal.

A decision of the Director of Community Development with respect to the time-restricted parking application may be appealed to the Planning Commission within 15 calendar days of the date of the decision in accordance with Chapter 2-5.

Sec. 2-35-5. - Appeal.

A. A decision of the Director of Community Development or Zoning Administrator with respect to use determination application may be appealed within 15 calendar days of the decision in accordance with Chapter 2-5.

B. See Chapter 2-5 for information on appealing Zoning Administrator or Planning Commission decisions.

Sec. 2-37-8. - Appeal.

A decision of the Zoning Administrator may be appealed to the Planning Commission, and a decision of the Planning Commission approving, denying, or approving in modified form may be appealed to the City Council, within 15 calendar days of the decision in accordance with Chapter 2-5 (Appeal Procedure). The City Council's decision shall take effect immediately.

Sec. 3-3-1. - Land use matrix

- *Specify "Short-term rentals" as a prohibited use in all zones.*
- *Add "School, commercial" as a permitted use in 4.9 Lower Peters Canyon Commercial Zone*
- *Change "Residential, second unit" to "Residential, accessory dwelling unit" and list in the land use matrix as follows:*

Prohibited zones:

1.1 Exclusive Agriculture
1.2 Development Reserve
1.3 Conservation/Open Space Reserve
1.4 Preservation
1.5 Recreation
1.6 Water Bodies
1.7 Landfill Overlay
1.8 Golf Course Overlay
1.9 Orange County Great Park
4.1 Neighborhood Commercial
4.2 Community Commercial
4.3 Vehicle Related Commercial
4.4 Commercial Recreation
4.9 Lower Peters Cyn. Regional Commercial
5.0 IBC Mixed Use
5.1 IBC Multi-Use
5.2 IBC Industrial
5.3 IBC Residential
5.4 General Industrial
5.5 Medical and Science
5.6 Business Park
6.1 Institutional

Permitted zones:

2.1 Estate Density Residential
2.2 Low Density Residential
2.3 Medium Density Residential
2.4 Medium-High Density Residential
2.5 High-Density Residential
3.1 Multi-Use
3.2 Transit Oriented Development
5.2 IBC Industrial
5.3 IBC Residential
8.1 Trails and Transit Oriented Development

Sec. 3-5-1. - Accessory structures.

A. *Residential uses.* Accessory structures are permitted on any site containing a residential use. The accessory structure shall meet the following requirements:

1. Accessory structures are permitted only within the rear yard area.

2. Accessory structures shall have a total maximum area of 250 gross square feet.

3. A maximum of 50 percent of a required setback area may be covered by accessory structures.

4. Accessory structures shall have a maximum height of 12 feet or one story, whichever is less.

5. Accessory structures shall comply with all building codes and this zoning ordinance.

6. Site coverage, including all structures on a site, shall not exceed the maximum allowed in Chapter 3-29.

Note accessory Dwelling Units are a separate land use and subject to Chapter 3-26, Accessory Dwelling Unit Standards.

CHAPTER 3-25. – SHORT TERM RENTALS

Sec. 3-25-1. – Purpose and Intent

The purpose of this chapter is to establish that short-term rentals are prohibited uses on any property within the City's residential zones, and within any other zoning district in the city, including all underlying or base zones, overlay zones and adopted specific plans, in which residential uses are a permitted or conditionally permitted use.

The amendments to Chapter 3 are express restatements of the existing prohibition on short-term rentals in the City.

Sec. 3-25-2. - Definitions

The definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this chapter.

A. "Advertisement" means any announcement, whether in a magazine, newspaper, handbill, notice, display, billboard, poster, email, internet website, platform or application, any form of television or radio broadcast or any other form of communication, whose primary purpose is to propose a transaction. The provisions of Irvine Code of Ordinances Section 4-6-234. – Evidence of doing business shall also apply.
B. "Code Enforcement Official" shall mean the Manager of Neighborhood Services, Code Enforcement Supervisor, or their designee.

C. “Residential Zoning District” shall mean all zones within the City of Irvine that support or include residential uses, whether as a permitted use or conditionally permitted use.
D. “Responsible Party" means any person(s) or entity(ies) that hold(s) legal and/or equitable title to the real property and/or dwelling unit, including any property owner, lessee or tenant, or any agent or representative thereof, who causes or permits any violation of this Code. To cause or permit includes failure to correct or cause correction after receiving notice from the City of the violation.
E. “Short-Term Rental" means a rental or other occupancy of a dwelling unit or part of a dwelling unit to visitors where lodging is furnished for a period of thirty (30) consecutive calendar days or less.

Sec. 3-25-3. - Short-Term Rentals and Advertisement of Short-term Rentals Prohibited

A. No Responsible Party shall operate or allow the operation of a Short-Term Rental in any Residential Zoning District within the City.
B. No Responsible Party shall post, publish, circulate, broadcast or maintain any Advertisement of a Short-Term Rental prohibited in any Residential Zoning District within the City.

Sec. 3-25-4. – Public Nuisance

Any use or condition caused, or permitted or allowed to exist, continue or remain in violation of any provision of this Chapter shall be, and is hereby declared to be, a public nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure § 731 or through any other remedy provided for by law.

Sec. 3-25-5. – Violations; misdemeanors and infractions

It shall be unlawful for any Responsible Party to violate any provision or to fail to comply with any of the requirements of this Chapter. Such a violation may be prosecuted in the name of the people of the State, redressed by civil action, or resolved by administrative remedies. Any Responsible Party who violates or fails to comply with any provision of this Code or any City ordinance is guilty of a misdemeanor.

Sec. 3-25-6. – Penalties for Violation

The provisions of Title 4, Division 13, Chapter 1 will apply.

CHAPTER 3-26. ACCESSORY DWELLING STANDARDS

(Note to codifier- replace entirety of Chapter 3-26 residential, Second Unit Standards, with this new text)

Section 3-26-1. Purpose

The purpose of this Chapter is to establish procedures for the creation of accessory dwelling units as defined in Zoning Ordinance Chapter 1-2., Definitions, and in California Government Code Section 65852.2, or any successor statute. Additionally, the purpose of this Chapter is to provide development requirements to ensure the orderly development of accessory dwelling units in appropriate areas of the City.

Section 3-26-2. Intent

The City of Irvine recognizes the importance of livable housing and an attractive, suitable living environment for all residents. The State Legislature has declared that accessory dwelling units are a valuable form of housing in California. It is the intent of the City to permit accessory dwelling units, in conformance with State law, in all those areas and subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of single-family residential neighborhoods.

Section 3-26-3. Applicability

The provisions of this Section apply to all lots that are occupied with a proposed or existing single-family dwelling unit and zoned for single-family or multifamily residential use.

An accessory dwelling unit is either attached or located within the living area of the proposed or existing primary dwelling or detached from the proposed or existing dwelling and located on the same lot as the proposed or existing primary dwelling.

Section 3-26-4. Approvals Required

Accessory dwelling units shall be reviewed and subject to the approval of the Director of Community Development or his/her designee through a building permit application upon finding the following conditions have been met:

1. The dwelling conforms to the development standards and requirements for accessory dwelling units established in this Chapter.
2. Public and utility services, including emergency access, are adequate to serve both dwellings.
3. The applicant of the building permit application shall be an owner-occupant.

The Director shall approve or disapprove a building permit for an accessory dwelling unit within 120 days after receiving the complete application.

Section 3-26-5. Development Requirements

Except as modified by this Section, an accessory dwelling unit shall conform to all requirements of the underlying residential zoning district, any applicable overlay district, and all other applicable provisions of this Zoning Ordinance, including but not limited to site coverage, building height, building setbacks, and general development standards, special development requirements, and design criteria.

Each accessory dwelling unit shall comply with the following:

1. *Density Provisions.* An accessory dwelling unit that conforms to the requirements of this Chapter shall not be considered to exceed the allowable density for the lot upon which such unit is proposed to be established, and shall be deemed to be an accessory single-family residential use which is consistent with the existing general plan and zoning designation for the lot.

2. *Number of Units Allowed Per Parcel.* A maximum of one (1) accessory dwelling unit is allowed on a single lot. An accessory dwelling unit shall not be allowed on a lot with more than one proposed or existing dwelling unit.

3. *Existing Lot/Uses and Construction Timing.* An accessory dwelling unit shall be allowed if the existing lot and the proposed or existing dwelling meets the following requirements:

    a. The lot on which the accessory dwelling unit is proposed to be established shall contain one proposed or existing permanent single-family dwelling, and no existing residential second unit ("granny unit" or "in-law unit"), guest house, servant's quarters or similar facility, unless the proposal includes demolition or modification of such facility so as to comply with the provisions of this Chapter. For the purposes of this section "similar facility" shall include a habitable structure for residents, renters, guests and/or household employees located on the same lot as an allowable principal dwelling unit regardless of whether a separate kitchen or cooking facility is installed/maintained in that structure.

    b. The accessory dwelling unit shall be constructed concurrently with, or subsequent to, the primary single-family dwelling, which shall be legally conforming or legally nonconforming with all applicable Irvine City Codes. For a legally nonconforming primary residence, the required minimum number and type of parking space(s) shall be brought into conformance at the time of building permit application review for the accessory dwelling unit. If constructed at the same time, the principal dwelling unit shall be finished before or with the accessory dwelling unit.

    c. The accessory dwelling unit is allowed in the zone in which it is proposed.

4. *Minimum Lot Size.* A minimum lot or parcel size of five thousand (5,000) square feet, shall be required in order to establish an attached or detached accessory dwelling unit.

5. *Setback Requirements.* Unless further noted below, accessory dwelling units shall comply with the setback requirements applicable to the zoning district in which they are located.

    a. Detached Accessory Dwelling Unit.

        i. A detached accessory dwelling unit shall have a minimum building-to-building separation consistent with the underlying residential zoning district or Building Code, whichever is more restrictive between the principal dwelling unit and the detached accessory dwelling unit.

        ii. A detached accessory dwelling unit shall be located no closer to the front property line than the front-most building wall of the principal dwelling unit.

    b. In cases where the minimum required garage setbacks differ from principal building setbacks the following applies:

        i. *Conversion of Existing Garage.* No additional setback shall be required for a legally established existing garage that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, provided that the side and rear setbacks comply with required Building Codes. Expansion of the exterior walls of the existing garage is prohibited.

        ii. *New Construction over Existing Garage.* A minimum setback of five feet from the side and rear property lines shall be required for an accessory dwelling unit that is constructed above a legally established existing garage. An accessory dwelling unit constructed above a garage shall not extend outside the footprint of the existing garage. All setbacks shall also comply with all applicable Building Code requirements, whichever is more restrictive.

        iii. *New Construction over New Ground-Level Garage.* A new accessory dwelling unit concurrently constructed entirely and directly over a new ground-level garage shall comply with Zoning Ordinance Section 3-27-10, Garage and Carport Setback Requirements and all applicable Building Code requirements, whichever is more restrictive. An accessory dwelling unit constructed above a new ground-level garage shall not extend outside the footprint of the garage.

c. Accessory dwelling units are not eligible for setback variances unless the City initiates a variance for purposes such as street widening.

d. Accessory dwelling units shall not apply any alternative setback standard(s) approved for the principal dwelling unit.

e. Accessory dwelling units shall comply with any easements on the lot.

6. *Development Standards.* The following development standards shall apply to accessory dwelling units:

a. *Facilities.* The accessory dwelling unit shall have a separate exterior entrance independent from the existing principal residence, and shall contain kitchen and sanitation facilities separate from those of the principal dwelling unit.

b. Utility Services.

i. The accessory dwelling unit may be metered separately from the main dwelling unit for gas, electricity, communications, water and sewer services, if unused quarter increment decimal addresses are available.

ii. An accessory dwelling unit shall not be considered a new residential dwelling unit for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

iii. An accessory dwelling unit that is contained within the existing space of a single-family residence or accessory structure as defined in subsection 9 below, shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility and shall not be imposed a related fee or capacity charge.

iv. All other accessory dwelling units may require a new or separate utility connection between the accessory dwelling unit and the utility at the discretion of the City and/or applicable public utility. Any connection fee or capacity charge shall be proportionate to the burden placed on the water and sewer systems due to unit size or number of plumbing fixtures.

v. An accessory dwelling unit must be approved by the Local Health Officer if a private sewage-disposal system is used.

c. *Fire Sprinklers.* Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

d. *Unit Size.* The accessory dwelling unit shall comply with the following requirements:

i. The minimum total floor area of an accessory dwelling unit, including efficiency unit, shall comply with California Building Code Section 1208.4.

ii. The maximum total floor space area of an attached or detached accessory dwelling unit is limited to no more than 50 percent of the livable floor area (excludes garage and any accessory structure) of the proposed or existing principal dwelling unit or the following table, whichever is less:

Lot Size (square feet)	**Maximum Total Floor Area of ADU (square feet)**
5,000 – 7,999	700
8,000 – 9,999	800
10,000 – 19,999	1,000
20,000+	1,200

iii. The accessory dwelling unit shall contain no more than two (2) bedrooms.

e. *Site Coverage.* Site coverage, including all structures on a site, shall not exceed the maximum allowed under Chapters 3-29, Site Coverage, and 3-37, Zoning District Land Use Regulations and Development Standards.

f. *Height.* Detached accessory dwelling units shall not exceed one-story and a height of 15.5 feet or the height of the principal dwelling unit, whichever is less, unless the accessory dwelling unit is constructed above an existing or new garage or is attached to the principal dwelling unit, in which case the structure shall comply with the height limits of the underlying zoning district.

7. *Design Standards.* An accessory dwelling unit shall conform to the following design standards:

a. Exterior stairs and doors shall not be visible from any public right-of-way, excluding alleys;
b. The design, color, material, pitch, and texture of the roof shall be substantially the same as the principal dwelling unit;
c. The color, material and texture of all building walls, window types, and door and window trims shall be similar to, and compatible with, the principal dwelling unit;

d. The architectural style of the accessory dwelling unit shall be the same or similar to the principal dwelling unit, or, if no architectural style can be identified, the design of the accessory dwelling unit shall be architecturally compatible with the principal dwelling unit, and shall maintain the scale and appearance of a single-family dwelling and is in harmony with the neighborhood;
e. If the accessory dwelling unit is constructed above the principal dwelling unit or garage, all windows and doors shall be designed to minimize the privacy impacts onto the adjacent properties including, but are not limited to, window placement above eye level and/or horizontally off-set to avoid direct alignment with the adjacent property's windows, and windows and doors located toward the existing on-site residence;
f. When a garage, carport, or covered parking structure that is visible from any public right-of-way is converted or demolished in conjunction with the construction of an accessory dwelling unit, the design shall incorporate features to match the scale, materials and landscaping of the original house that preserve the existing streetscape and character of the surrounding neighborhood;
g. Adequate access by emergency services to both the primary residence and accessory dwelling unit shall be provided;
h. Enhanced landscaping and strategically located open space shall be provided to ensure privacy and screening of adjacent properties;
i. The accessory dwelling unit shall not cause a substantial adverse change as defined in California Public Resources Code Section 5020.1 on any real property that is listed in the National Register of Historic Places and/or California Register of Historic Places.

8. *Passageway.* No passageway shall be required in conjunction with the construction of an accessory dwelling unit. For purposes of this section, "passageway" means a pathway that is unobstructed clear to the sky and extended from the street to one entrance of the accessory dwelling unit.

9. *Conversion of Space within Existing Structure.* Notwithstanding the provisions of subsections 1-8 above, an accessory dwelling unit shall be permitted if the unit is contained within the existing livable space of a single-family residence or existing accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks comply with required Building Codes. For purposes of this section "accessory structure" shall mean an enclosed, habitable structure including but not limited to, a studio, pool house, or similar structure.

   For purposes of this section, the portion of the single-family detached dwelling unit or accessory structure must have been legally permitted (i.e., final field inspections successfully completed) and existing for a minimum of three (3) years prior to the issuance of a permit to convert the space into an accessory dwelling unit.

10. *Conversion of Existing Residential Second Unit.* Conversion of any existing legal residential second unit ("granny unit" or "in-law unit"), accessory living quarters, guest house, servant's quarters or similar facility into an accessory dwelling unit shall require that the unit meet the provisions of this Chapter.

11. *Code Compliance.* The accessory dwelling unit shall be constructed in accordance with provisions of the latest edition of building and other codes adopted by the City.

Section 3-26-6. Parking Requirements for Accessory Dwelling Units

1. *Parking.* Parking shall comply with the requirements of Division 4, Parking, except as modified below:

    a. *Number.* One (1) parking space required for an accessory dwelling unit unless the accessory dwelling unit has no bedrooms, in which case, no parking space is required. A required accessory dwelling unit space is in addition to any required parking for the principal single-family dwelling unit.

    b. *Types and Dimensions.* Required accessory dwelling unit parking shall be provided through conventional garages or carports and tandem parking located on an existing driveway leading to a garage, or in any other location on-site meeting all requirements, including required setbacks, in section d below. Tandem parking on driveways shall meet minimum length dimensions consistent with Zoning Ordinance Section 3-27-10.B, Garage and Carport Setback Requirements and a minimum width of ten feet .

    c. *Garage Parking Shared with Principal Unit.* If parking for the accessory dwelling unit is provided in a garage which also provides parking for the principal dwelling unit, the provided space(s) shall be for the exclusive use of the accessory dwelling unit. The space(s) shall be separated from any garage spaces for the principal dwelling unit by a permanent wall or barrier, and shall have a separate or independent garage door.

    d. Driveway Access and Configuration.

        i. The accessory dwelling unit and any associated parking shall utilize the same vehicular access that serves the existing principal dwelling unit.
        ii. A vehicular driveway that provides access to required parking shall have a minimum width of ten (10) feet.
        iii. A new separate or expanded driveway entrance (i.e., curb cut) from a street, drive or alley is prohibited unless a new garage or carport is constructed for the purpose of providing parking spaces for an

accessory dwelling unit and/or replacement spaces for the primary dwelling unit. In such instance, the new or altered curb cut for the driveway entrance shall require review of a separate encroachment permit application demonstrating compliance with Engineering Standard Plan 204 (Driveway Type I).

iv. An existing driveway, not existing curb cut, may be expanded on-site on private property to accommodate required accessory dwelling unit parking spaces as follows:
- Driveway expansion shall not obstruct sight distance for access pursuant to Engineering Standard Plan 403 (Sight Distance Detail);
- Driveway expansion shall maintain a minimum 10 feet setback from the front and streetside property lines;
- Driveway expansion shall maintain a minimum five (5) feet setback from the side and rear property lines; and
- Driveway expansion shall meet all applicable City standards.

v. All required resident and accessory dwelling unit parking spaces shall occur in approved driveways and garages and/or carports on-site in accordance with Zoning Ordinance Section 3-34-1.A. Parking in front yard/landscaped and unpaved or gravel areas is prohibited.

vi. The Director of Community Development shall have the authority to determine if the proposed parking design is not feasible based on specific site or regional topographical or fire and life safety conditions.

e. *No Parking Required.* No parking shall be required for:

i. Accessory dwelling unit converted as part of the proposed or existing principal residence or an accessory structure as described in Section 3-26-5, Subsection 9.

ii. Accessory dwelling units located within one-half mile measured by actual walking distance along an accessible path of travel of a public transit. For the purposes of this section “public transit” shall include a bus stop with fixed route service that provides transit service at 15-minute intervals or better during a.m. and p.m. peak commute periods.

iii. Accessory dwelling unit is located within an architecturally and historically significant district.

iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

v. When there is a car-share vehicle located within one block of the accessory dwelling unit. For the purposes of this section, “car-share vehicle” shall mean part of an established short-term vehicle rental program intended where one or more car-share vehicles stay in a fixed

pick-up and drop-off location and available to the public to use on reservation or as-needed basis. Rideshare services such as Uber and Lyft do not qualify as a "car-share service."

f. Existing Garage Conversions and Demolitions.

When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, replacement spaces must be provided on-site, subject to Zoning Ordinance Division 4, Parking, and this Section (Parking Requirements for Accessory Dwelling Units). Replacement parking spaces shall include a new garage or carport for any required covered resident parking spaces for the principal dwelling unit and, when applicable, any required uncovered tandem/driveway spaces. Use of mechanical automobile parking lifts shall be concealed within a permitted garage only. The replacement spaces for the principal dwelling unit are in addition to any required accessory dwelling unit parking space. This requirement shall not apply to an accessory dwelling unit meeting the criteria in Subsection e directly above.

Section 3-26-7. Additional Requirements for Accessory Dwelling Units

1. Ownership and Occupancy.

    a. *Owner Occupancy Required.* The principal dwelling unit or accessory dwelling unit shall be continuously occupied as the primary residence by at least one person having ownership interest in the lot, and shall not be rented or leased as long as the accessory dwelling unit exists;

    b. *Sale or Ownership Prohibited.* Sale or ownership of an accessory dwelling unit separate from the main dwelling unit is prohibited; and

    c. *Short-Term Rental Use Prohibited.* The residential unit that is not occupied by the owner of the property in conformance with this section may not be rented for thirty (30) consecutive calendar days or less pursuant to Zoning Ordinance Section 3-25.

2. *Existing Nonconforming Units.* Accessory dwelling units that exist as of the effective date of this section that have previously been legally established may continue to operate as legal nonconforming accessory dwelling units in accordance with Zoning Ordinance Chapter 3-19, Nonconforming Uses and Structures.

3. *Addressing.* The accessory dwelling unit shall use the same address as the existing dwelling unit.

4. *Deed Restriction.* Prior to issuance of a grading or building permit for an accessory dwelling unit, whichever occurs first, the property owner shall execute a covenant setting forth the following requirements, in a form and substance satisfactory to the Community Development Department and City Attorney's Office, which shall be recorded in the office of the Orange County Recorder and a copy of the recorded covenant provided to the City of Irvine. The covenant shall be submitted as a Pre-Application case type to the City for review and state the following:

    a. The accessory dwelling unit shall not be sold or owned separately from the principal dwelling unit, and the lot upon which the unit is located shall not be subdivided in any manner that would authorize such sale or ownership;
    b. The accessory dwelling unit shall be a legal unit, and may be used as habitable space, only so long as either the principal dwelling unit, or the accessory dwelling unit, is occupied by at least one owner of record of the property;
    c. In the event the minimum one person having ownership interest in the lot ceases to occupy a unit on the lot, the accessory dwelling unit shall automatically become non-habitable space, shall not be used as a dwelling unit, and shall not be rented or leased for any purpose.
    d. The principal unit and accessory dwelling unit shall not be rented for a period less than thirty (30) consecutive days; and
    e. The above restrictions shall be binding upon any successor in ownership of the property as long as the accessory dwelling unit exists on the property; lack of compliance shall be cause for code enforcement.

Sec. 3-29-1. - Site coverage.

A. Applicability. Site coverage requirements apply to all detached residential on a single, privately-owned lot, and to all nonresidential developments.

B. Maximum site coverage. See chapter 3-37 (land use regulations and development standards by zoning district).

Sec. 3-37-13. 2.1 Estate Density Residential.

C. Permitted uses. [1]

12. Residential, accessory dwelling unit.

13. Residential, attached (2.1A only).

Sec. 3-37-13. 2.2 Low Density Residential.

C. Permitted uses. 1,[6]

13. Residential, accessory dwelling unit.

14. Residential, attached.

Sec. 3-37-14. - 2.3 Medium Density Residential.

C. Permitted uses. [3]

13. Residential, accessory dwelling unit.

14. Residential, attached.

E.	Minimum site size	2,400 square feet
		2.3P: 3,300 square feet (Tract 17358 and Tract 17497 in PA 20)
F.	Minimum building site area	2.3F: 3,000 square feet (Lower Peters Canyon)
G.	Maximum site coverage	
	All uses except single-family detached	Unlimited
	Single-family detached	50%
		2.3P: 50% (Tract 17358 and Tract 17497 in PA 20)
H.	Maximum building height	35 feet[7]
		2.3A: 50 feet (University Town Center)
		2.3F: 40 feet (Multifamily only)[8]
		2.3P: 30 feet (Tract 17458 and Tract 17498 in PA 20)

Sec. 3-37-15. - 2.4 Medium-High Density Residential.

C. Permitted uses. [2]

13. Residential, accessory dwelling unit.

14. Residential, attached.

E.	*Minimum site size*	0.5 acre (all uses except single-family detached) 2,400 square feet (single-family detached only) 2.4F: Not applicable (Lower Peters Canyon)
F.	*Minimum building site area*	2.4F: 3,000 square feet (Lower Peters Canyon) [6]
G.	*Maximum site coverage:*	
	All uses except single-family detached	Unlimited

	Single-family detached	50%
H.	*Maximum building height:*	
	All uses except single-family detached	50 feet 2.4A: 6 stories (University Town Center) 2.4E: Architectural features may be permitted to exceed maximum building heights (Westpark) 2.4F: 35 feet [7] ; 40 feet (multifamily only) [8]
	Single-family detached	35 feet
I.	*Minimum site landscaping:*	
	All uses except single-family detached	30% 2.4F: Not applicable (Lower Peters Canyon)
	Single-family detached	Not applicable
J.	*Minimum open space area*	2.4F: 5% (multifamily only) [9]

Sec. 3-37-16. - 2.5 High Density Residential.

C. Permitted uses. [1]

12. Residential, accessory dwelling unit.

13. Residential, attached.

14. Residential, shelter

Sec. 3-37-17. - 3.1 Multi-Use.

C. Permitted uses. [3]

28. Residential care facility

29. Residential, accessory dwelling unit (3.1A: prohibited).

30. Residential, attached (3.1A and 3.1F: prohibited).

Sec. 3-37-18. - 3.2 Transit Oriented Development.

C. Permitted uses.

22. Residential, accessory dwelling unit.

23. Residential, attached.

Sec. 3-37-28. 4.9 Lower Peters Canyon Regional Commercial

B. *Permitted uses.* [2]

1. Accessory use. [3]
2. Agriculture.
3. Arcades, game.
4. Bar, tavern, cocktail lounge.
5. Caretaker's quarters.
6. Child care centers.
7. Church.
8. Commercial recreation (over 1,500 square feet).
9. Commercial recreation (under 1,500 square feet).
10. Community facility.
11. Convenience liquor store.
12. Department stores.
13. Equipment rental.
14. Financial institution (except drive-thru).
15. Fortunetelling.
16. Fraternal and service clubs.
17. Government facility.
18. Greenhouses.
19. Hospital.
20. Hotel/motel (after July 1, 2005).
21. Industries, service.
22. Information center.
23. Office, administrative, business, professional.
24. Office, design professionals.
25. Office, headquarters.
26. Office, medical.
27. Outdoor sales.
28. Outdoor vendor.
29. Parks.
30. Residential, nonprofit/institutional.
31. Restaurants.
32. Restaurant, fast food (except drive-thru).
33. Retail and/or service business, general (except drive-thru).
34. Retail business, home improvement related.
35. Schools, Commercial
36. Schools, private.
37. Schools, public.
38. Single room occupancy (SRO).
39. Supermarkets.
40. Utility building and facility.
41. Vehicle assembly.
42. Vehicle body repair, paint or restoration.
43. Vehicle leasing and rentals.

44. Vehicle repair.
45. Vehicle sales.
46. Veterinary services, domestics.
47. Veterinary services, livestock.
48. Warehouse and sales outlet.
49. Warehousing, storage and distribution.
50. Wireless communication facility (may require a wireless communication facility permit, a minor conditional use permit, a major conditional use permit or may be prohibited, depending on the type of installation and the location of the installation site, pursuant to the review procedures matrix in Section 2-37.5-3).

Sec. 3-37-32. – 5.3 IBC Residential.

GLU [1] Category	Use
29	Child care center
35	Churches (and other Places of Worship). [2]
35	Community facility
30	Congregate care facility
30	Convalescent home
29	Information center
35	Manufactured structure (over two years)
31	Model home sales complex
30	Recreational vehicle storage, private
33	Residential, attached
29	Residential care facility
33	Residential, single-family detached
35	School, private [3]
33	Senior housing

29	Supportive housing — Large
33	Transitional housing — Large
35	Utility building and facility

Sec. 3-37-39. – 8.1 Trails and Transit Oriented Development.

Permitted uses.

1. Accessory use (including clubhouses and recreational amenities for the residential community).
2. Agriculture (interim use).
3. Alternative health care provider.
4. Caretaker's quarters.
5. Commercial recreation (under 1,500 square feet).
6. Department store.
7. Domestic animal care facility. [1]
8. Financial institution (except drive-thru).
9. Home care.
10. Home occupation permit.
11. Information center.
12. Manufactured structure permit (up to two years).
13. Model home sales complex.
14. Office, administrative, business professional.
15. Office, design professional.
16. Office, headquarters.
17. Office, medical.
18. Outdoor vendor.
19. Park.
20. Public park facility (only in public parks).
21. Pushcart.
22. Residential, accessory dwelling unit.
23. Residential, attached.
24. Residential, single-family detached.
25. Residential shelter.
26. Research and development.
27. Restaurant.
28. Restaurant, fast food (except drive-thru).
29. Retail business, accessory (subject to requirements in Chapter 3-5-2).
30. Retail and/or service business, general (except drive-thru).
31. Reverse vending machine.
32. School, public.
33. Stable, private (only within agriculture area).

34. Supermarket.
35. Vehicle repair and detailing, mobile.
36. Warehousing, storage and distribution. [2]
37. Wireless communication facility (May require a wireless communication facility permit, a minor conditional use, a major conditional use, or may be prohibited, depending on the type of installation and the location of the installation site, pursuant to the review procedures matrix in Section 2-37.5-3).

See Section 9-51-6(U) for special development requirements.

Section 4-3-4 Automobile Parking Matrix

Use		Minimum Parking Requirement	Minimum % Full Size Spaces	Notes
1.	Single-family detached [1,2,3,4]:	1, 2 and 3 bedrooms: 2 spaces/unit (2 covered)	100%	[1] Visitor parking for single-family detached units is assumed to be available along the public or private street frontage. If on-street parking is not permitted or is restricted on the unit's street frontage then 1 visitor parking space shall be required for each affected unit. This visitor space shall be located not more than 100 feet from the unit's street frontage. This space cannot be tandem.
		4 bedrooms or more: 3 spaces/unit (2 covered)		[2] Resident parking spaces may be tandem. See Section 4-4-1.A for required dimensions of tandem spaces.
				[3] One (1) parking space required for an accessory dwelling unit unless the accessory dwelling unit has no bedrooms, in which case, no parking space is required. A required accessory dwelling unit space is in addition to any required parking for the principal single-family dwelling unit. See Section 3-26-5. Parking Requirements for Accessory Dwelling Units for additional requirements.
				[4] Units approved prior to August 9, 1983, are only required to provide 2 on-site covered parking spaces.
2.	Attached development, ownership:			
	Resident [1]	Studio: 1 space/unit (1 covered)	100%	[1] All required covered parking spaces shall be assigned. These spaces may be tandem if assigned to the same unit.
		1 bedroom: 1.5 spaces/unit (1 covered)		
		2 or more bedrooms: 2 spaces/unit (2 covered)		
	Visitor [2,3,4]	.7 spaces/dwelling unit if project has resident garages		[2] On street parking on the development site may count toward fulfilling visitor-parking requirements. See Section 4-4-1.A for required dimensions of parallel parking spaces. Such spaces must be located within the maximum distances specified in Section 4-4-5.

Use		Minimum Parking Requirement	Minimum % Full Size Spaces	Notes
				[3] Tandem parking may not count towards fulfilling visitor-parking requirements.
		.4 spaces/dwelling unit if the project has resident carports		4. A higher ratio of guest parking is required for projects with garages. Garages are used for storage of household goods resulting in a greater number of resident vehicles parking in visitor spaces. This circumstance does not occur with carports.
		Planning Area 4 (Lower Peters Canyon): 1 space/4 dwelling units		
3.	Boarding house:	1 on-site space per rented bedroom		All boarding house tenants required to park on-site.
4.	Attached development, rental and low or moderate income ownership:			
	Resident [1,4]	Studio: 1 space/unit (1 covered)	100%	[1] All required covered resident parking spaces shall be assigned to a specific unit. These spaces may be tandem if assigned to the same unit.
		1 bedroom: 1.4 spaces/unit (1 covered)		
		2 bedroom: 1.6 spaces/unit (1 covered)		
		3 or more bedrooms: 2 spaces/unit (1 covered)		
	Visitor [2,3]	1 space/4 dwelling units		[2] On-street parking on the development site may count toward fulfilling visitor-parking requirements. See Section 4-4-1.A for required dimensions of parallel spaces. Such spaces must be located within the maximum distances specified in Section 4-4-5.
				[3] Tandem parking may not count towards fulfilling visitor-parking requirements.

Sec. 9-4-4. – Land use matrix.

P	=	Permitted
C	=	Conditional
"."	=	Prohibited

	Category					
Land Use	2.3 Medium Density Residential	2.4 Medium-High Density Residential	3.1 Multi-Use	4.2 Community Commercial	4.9 Regional Commercial	5.6 Business Park
Residential, accessory dwelling unit	P (8)	P (8)	.	.	.	.
Short-term Rental	.	.				

Notes:

(1) Demonstration only.

(2) If within restaurants.

(3) After July 1, 2005.

(4) If the 20-acre site set aside for the Tustin Unified School District is not used for school purposes.

(5) As defined in Section 9-4-7.A.9.

(6) As defined in Section 9-4-7.B.1.d.

(7) This land use generates traffic trips the same as office, administrative, in the Irvine Business Complex and in the remainder of the City.

(8) See Chapter 3-26 for specific accessory dwelling unit requirements

Sec. 9-5-4. - Land use matrix

(City-wide regulations can also be found in Division 3.)

P	=	Permitted
C	=	Conditional
"."	=	Prohibited

	Category				
Land Use	1.1 Exclusive Agriculture	1.5 Recreation	2.2 Low Density	2.3 Medium Density	2.4 Medium-High Density
Residential, accessory dwelling unit	.	.	P (7)	P (7)	P (7)
Short-term Rental	.	.			

Notes:

(1) Interim use.
(2) Community parks: P.
(3) Only in public parks.
(4) See Chapter 9-14 for specific provisions.
(5) To be deed restricted at TTM.
(6) Caretaker's quarters only.
(7) See Chapter 3-26 for specific accessory dwelling unit requirements

Sec. 9-20-7. - Special development requirements.

See Division 3 for applicable general development requirements.

For properties within the 2.3P Zone, the principal permitted land uses shall be detached single-family. Accessory land uses such as, but not limited to, home occupations, accessory dwelling units, and family day care facilities and other uses as may be authorized pursuant to State or federal law are also allowed.

Sec. 9-34-4. - Land use regulations.

	Category		
Land Use	1.5 Recreation	4.2 Community Commercial	5.4 General Industrial
Residential, accessory dwelling unit	.	.	.
Short-term Rental	.	.	.

Sec. 9-38-3. - Land use regulations.

	Category				
Land Use	1.2 Development Reserve	1.3 Conservation and Open Space Reserve	1.5 Recreation	2.3 Medium Density	2.4 Medium-High Density
Residential, accessory dwelling unit	.	.	.	P (5)	P (5)
Short-term Rental	.	.	.	.	.

Notes:

(1) Interim use.
(2) Agricultural products only.
(3) Community park: P.
(4) Only in public parks.
(5) See Chapter 3-26 for specific accessory dwelling unit requirements

CITY COUNCIL ORDINANCE NO. 18-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING AMENDMENTS (00729212-PZC) TO THE CITY'S MUNICIPAL CODE RELATED TO CODE ENFORCEMENT RESPONSIBILITIES AND ADMINISTRATIVE CITATION PROCEDURES; SUBDIVISION REVIEW, APPROVAL AUTHORITY, AND APPEALS; AND ADDRESSING AND WAYFINDING SIGNAGE FOR ACCESSORY DWELLING UNITS; FILED BY THE CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the City of Irvine has an adopted Municipal Code; and

WHEREAS, the City of Irvine Community Development Department has initiated a Municipal Code Amendment to update provisions for appeals of Subdivision Committee actions, park planning responsibilities, code enforcement responsibilities and administrative citations; and

WHEREAS, the proposed Municipal Code Amendment is considered a project pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) procedures and Article 5 of the CEQA Guidelines, it has been determined that the proposed project is covered by the General Rule Exemption [Section 15061(b)(3)], for projects where it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, the Planning Commission of the City of Irvine has considered information presented by staff and other interested parties at a duly-noticed public hearing held on February 15, 2018, and has recommended that the City Council approve the Municipal Code amendments (vote 5-0); and

WHEREAS, the City Council of the City of Irvine considered information presented by the Community Development Department at duly-noticed public hearings held on March 27, 2018 and April 10, 2018.

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 are incorporated herein.

SECTION 2. Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) procedures and Article 5 of the CEQA Guidelines, it has been determined that the proposed project is covered by the General Rule Exemption [Section

15061(b)(3)], for projects where it can be seen with certainty that the activity in question will have no significant effect on the environment.

SECTION 3. That the City Clerk shall enter this Ordinance into the book of original Ordinances.

NOW, THEREFORE, Based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE amendments the City's Municipal Code related to Code Enforcement Responsibilities and Administrative Citation Procedures; Subdivision Review, Approval Authority, and Appeals; and Addressing and Wayfinding Signage for Accessory Dwelling Units, as shown in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the _____ day of _____, 2018.

_____
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 introduced for first reading on the 10th day of April, and duly adopted at a regular meeting of the City Council of the City of Irvine held on the ___ day of _____, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

Title 4, PUBLIC SAFETY, Division 13 - CODE ENFORCEMENT

Sec. 4-13-101. - Purpose.

The City Council finds the enforcement of the Irvine Municipal Code is an important public service. It further finds that a code enforcement system that uses a combination of judicial and administrative remedies is vital to the protection of the public's health, safety and quality of life.

(Ord. No. 96-12, § 3(IV.K-101), 7-9-96)

Sec. 4-13-102. - General enforcement authority.

The Manager of Neighborhood Services or his or her designee (hereinafter "Code Enforcement Official") has the authority and powers necessary to gain compliance with the provisions of this Code. These powers include the power to issue citations, inspect public and private property and use whatever judicial and administrative remedies are available under the Code and applicable State law. If an owner, occupant or agent refuses the Code Enforcement Official permission to inspect, the Code Enforcement Official may seek a warrant under applicable law.

(Ord. No. 96-12, § 3(IV.K-102), 7-9-96)

Sec. 4-13-103. - Violations; misdemeanors and infractions.

A. It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this Code or any ordinance of the City. Such a violation may be prosecuted in the name of the people of the State, redressed by civil action, and/or resolved by administrative remedies. Any person who violates or fails to comply with any provision of this Code or any City ordinance is guilty of a misdemeanor or an infraction.

B. Violation of any provision of this Code or City ordinance shall be a misdemeanor unless by such provision it is made an infraction; provided, however, that the City Attorney has discretion to charge any offense in this Code as either a misdemeanor or an infraction.

(Ord. No. 96-12, § 3(IV.K-103), 7-9-96)

Sec. 4-13-104. - Acts include causing, aiding and abetting.

Whenever in this Code any act or omission is made unlawful, it shall include causing, permitting, aiding or abetting such act or omission.

(Ord. No. 96-12, § 3(IV.K-104), 7-9-96)

CHAPTER 2. - GENERAL PENALTY

Sec. 4-13-201. - Misdemeanor penalty.

Except in cases where a different punishment is specifically prescribed elsewhere in this Code, every misdemeanor offense shall be punishable by imprisonment for a period not exceeding six months, or by fine not exceeding $1,000, or by both fine and imprisonment at the discretion of the court.

(Ord. No. 96-12, § 3(IV.K-201), 7-9-96)

Sec. 4-13-202. - Infraction penalty.

Except as otherwise provided for in the Code, or in the City's bail schedule as established by resolution of the City Council and which may be amended from time to time, every violation determined to be an infraction is punishable by:

A. A fine not exceeding $100 for a first violation;

B. A fine not exceeding $200 for a second violation of the same provision within one year;

C. A fine not exceeding $500 for each additional violation of the same provision within one year.

A violation of local building and safety codes determined to be an infraction is punishable by:

A. A fine not exceeding $100 for a first violation;

B. A fine not exceeding $500 for a second violation of the same ordinance within one year;

C. A fine not exceeding $1,000 for each additional violation of the same ordinance within one year of the first violation.

(Ord. No. 96-12, § 3(IV.K-202), 7-9-96)

Sec. 4-13-203. - Continuing violation.

Each day any violation or failure to perform an act shall continue shall constitute a separate offense, unless otherwise specifically provided.

(Ord. No. 96-12, § 3(IV.K-203), 7-9-96)

CHAPTER 3. - ADMINISTRATIVE FINES

Sec. 4-13-301. - Findings.

The City Council recognizes that there are alternative methods of enforcement for any violation of the Irvine Municipal Code or City ordinance, ("municipal ordinance violation"). The City Council further finds that administrative fines constitute one of those options. The use of the administrative citation in place of other remedies shall be at the sole discretion of the City. Issuance of an administrative citation shall not be deemed a waiver of any other enforcement remedies found within this Code.

(Ord. No. 96-12, § 3(IV.K-301), 7-9-96)

Sec. 4-13-302. - Scope.

A. Nothing in this division shall be construed to mean that a municipal ordinance violation is not also a crime punishable under criminal proceedings.

B. The procedures established in this chapter shall supplement and be in addition to any criminal, civil or other remedy established by law or under the provisions of this Code which may be pursued to address violations of the Code.

(Ord. No. 96-12, § 3(IV.K-302), 7-9-96)

Sec. 4-13-303. - Administrative citation.

A. *Issuance of administrative citation.* A Code Enforcement Official may, upon discovering that a person has committed a Municipal Code violation (hereinafter referred to as "offender"), issue an administrative citation to the offender. The administrative citation shall be given by personal service on the offender or by registered or certified mail to the offender's last known address.

B. *Administration citation contents.* To the extent the following information is reasonably available to the Code Enforcement Official, the administrative citation shall:

   1. State the date the administrative citation is issued;
   2. State the offender's name, date of birth, and current residential address and mailing address;
   3. State the offender's driver's license number or State-issued identification number;
   4. Refer to the Code section violated and describe how the offender violated the Code section;
   5. State the date the violation was discovered by the Code Enforcement Official;
   6. State the amount of fine imposed for the violation;

7. Explain how the offender may pay the fine, including the location and manner, as well as the time period by which the fine must be paid and the consequences of failure to pay the fine;
8. Explain the procedure for obtaining an administrative hearing. Specifically, notice that the offender must make a written request within 15 days from the date the administrative citation is issued and that the offender will be notified by mail of the date of the hearing;
9. Include a warning that a failure to pay the fine or request and appear at an administrative hearing shall result in the penalties described in Section 4-13-310, including a description of the penalties.

(Ord. No. 96-12, § 3(IV.K-303), 7-9-96)

Sec. 4-13-304. - Correction period and notice.

A. This section shall not apply when the City seeks to abate a nuisance under the abatement provisions set forth in this Code.

B. When the municipal ordinance violation pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not create an immediate danger to health or safety, the offender shall have 30 days to correct or otherwise remedy the municipal ordinance violation, or a shorter period of time if deemed necessary by the City to prevent or remedy an immediate threat to the health and safety of the public or occupants of a structure, prior to the issuance of an administrative citation and the imposition of a fine. A correction period longer than 30 days may be granted if deemed necessary by the Code Enforcement Official.

C. Upon discovery of a municipal ordinance violation, the Code Enforcement Official shall issue a notice ("correction notice") to the offender by personal service or by registered or certified mail to the offender's last known address.

D. To the extent the following information is reasonably available to the Code Enforcement Official, the correction notice shall:

1. State the date the correction notice is issued;
2. State the offender's name, date of birth, and current residential address and mailing address;
3. State the offender's driver's license number or State-issued identification number;
4. Refer to the Code section violated and describe how the offender violated the Code section;
5. Refer to the date the violation was discovered by the Code Enforcement Official;
6. Describe the action necessary to correct the violation and state the final date by which the correction must be made;

7. Include a warning that failure to correct the violation will result in an administrative fine and state the amount of the fine imposed for the violation.

E. At the end of the period for correcting the municipal ordinance violation forth in the correction notice ("compliance period"), the Code Enforcement Official shall inspect the site of the municipal ordinance violation. If the offender does not fix the correction condition within the compliance period, the Code Enforcement Official may issue the offender an administrative citation pursuant to Section 4-13-303.

(Ord. No. 96-12, § 3(IV.K-304), 7-9-96)

Sec. 4-13-305. - Offender's obligations.

After the issuance of an administrative citation, an offender shall do one of the following to avoid the penalty set forth in Section 4-13-310:

A. Pay the fine amount designated on the administrative citation within 21 days from the mailing or personal service of the administrative citation; or

B. Make a written request for an administrative hearing ("hearing") within and including 15 days from the mailing or personal service of the administrative citation. A deposit in the same amount as the fine designated on the administrative citation must accompany the request for hearing. Incomplete requests shall not be accepted.

(Ord. No. 96-12, § 3(IV.K-305), 7-9-96)

Sec. 4-13-306. - Advance deposit hardship waiver.

The Manager of Neighborhood Services may waive the requirement of an advance deposit and issue the advance deposit hardship waiver only if the cited party submits to the Director of Administrative Services a sworn declaration, together with any supporting evidence demonstrating to the satisfaction of the director of administrative services the person's actual financial inability to deposit the full amount of the fine in advance of the hearing.

Sec. 4-13-307. - Administrative fine.

A. *Amount.* Except as otherwise provided for in the code or Bail Schedule, Administrative fines shall not exceed $100 for a first violation, $200 for a second violation of the same municipal ordinance violation within one year, and $500 for each additional violation of the same municipal ordinance violation within one year, except that if there is a violation of local building and safety codes the administrative fine shall be a fine not exceeding $100 for a first violation, a fine not exceeding $500 for a second violation of the same ordinance within one year, and a fine not exceeding $1,000 for each additional violation of the same ordinance within one year of the first violation.

B. *Payments.* If the offender does not make a timely request for a hearing with the required deposit as set forth in Section 4-13-305.B, he or she must pay the amount designated on the administrative citation within 21 days from the date the citation is issued. Payments of administrative fines shall be made in the manner and form directed on the administrative citation. If no such direction is provided, administrative fines shall be sent to the City's Finance Department.

C. *No waiver.* Under no circumstances shall the payment of the fine designated in the administrative citation constitute a waiver of the offender's right to a hearing. Therefore, an offender may pay the fine within the 15-day appeal period and also obtain a hearing to protest the imposition of the fine, provided that the offender makes a timely request for a hearing.

D. *Obligation to correct violation.* Nothing in this Code shall be interpreted to mean that because an offender has paid the fine that he, she or it is not required to correct the municipal ordinance violation. Failure to correct the municipal ordinance violation may result in additional citations.

(Ord. No. 96-12, § 3(IV.K-306), 7-9-96)

Sec. 4-13-308. - Administrative hearing.

A. *Purpose.* It is the purpose and intent of the City Council to afford due process of law to any person who is issued an administrative citation. Due process of law includes adequate notice, an opportunity to participate in a hearing, and an adequate explanation of the reasons justifying the administrative fine.

B. *Request for hearing.* Within 15 days from the date the administrative citation is issued, the offender must make a written request for a hearing in the manner and form directed on the administrative citation and in compliance with this code. If no such direction is provided, the written request shall be sent to the City’s Code Enforcement Official.

C. *Notification of hearing.* At least 20 calendar days prior to the date of the hearing, the City or the City’s designee shall, by registered or certified mail or personal service, give notice to the offender of the time, date, and location of the hearing. The City reserves the right to reschedule the hearing date upon need. In such cases, notice of the change will immediately be communicated to the offender.

D. *Hearing officer.*

1. The Zoning Administrator or any other person, firm or corporation designated by the Manager of Neighborhood Services ("hearing officer") shall conduct the hearing and hear all facts and testimony presented and deemed appropriate.

2. Any person, firm or corporation designated to serve as a hearing officer is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified pursuant to Code of Civil Procedure § 170.1. The offender may challenge the hearing officer's impartiality by filing a statement with the City Manager objecting to the hearing before the hearing officer and setting forth the grounds for disqualification. The question of

disqualification shall be heard and determined in writing by the City Manager within 10 days following the date on which the disqualification statement is filed.

E. *Administrative hearing procedures.*

1. The hearing is intended to be informal in nature. Formal rules of the California Evidence Code and discovery shall not apply, except that irrelevant and unduly repetitious evidence may be excluded at the hearing officer's discretion.

2. Each party shall have the opportunity to offer testimony and evidence and cross-examine witnesses in support of his or her case.

F. *Administrative order.*

1. Within 10 business days of the hearing's conclusion, the hearing officer shall provide the offender with its decision in writing ("administrative order"). The hearing officer shall provide the offender with the administrative order by personal service, or by registered or certified mail to the offender's last known address.

2. The administrative order shall contain the hearing officer's findings of fact and conclusions and the procedure described in Section 4-13-309 for seeking judicial review.

3. A decision in favor of the offender shall constitute a dismissal of the municipal ordinance violation. The City shall return any monies paid by the offender towards the dismissed municipal ordinance violation fine.

4. If the hearing officer renders a decision in favor of the City, the offender will forfeit the fine deposit described in 4-13-305.B as payment in full of the administrative fine, and must do one of the following: (i) comply with the hearing officer's order, or (ii) seek judicial review of the administrative order pursuant to Section 4-13-309.

G. *Failure to attend administrative hearing.*

1. *Waiver of right to hearing.* The offender's failure to appear at the hearing shall constitute a waiver of the right to a hearing. An offender's failure to appear at the hearing shall be presumed an admission of guilt to the municipal ordinance violation charges as indicated on the administrative citation, and the offender will forfeit the fine deposit described in 4-13-305.B as payment in full of the administrative fine.

2. *Good cause.* Upon a showing of good cause by the offender, the hearing officer may excuse the offender's failure to appear at the hearing and reschedule the hearing. Under no circumstances shall the hearing be rescheduled more than one time by the citation recipient. Nothing in this Section 4-13-308G shall be interpreted to mean the offender is excused from the requirement of paying the administrative fine or appearing at a hearing.

(Ord. No. 96-12, § 3(IV.K-307), 7-9-96)

Sec. 4-13-309. - Judicial review.

If an administrative order is rendered in favor of the City, the offender may seek judicial review of the administrative order by doing one of the following:

A. Appeal the administrative order pursuant to California Government Code § 53069.4. Pursuant to Government Code § 53069.4, the appealing party shall serve a copy of the appeal notice in person or by first class mail upon the City. Appeal notices shall be sent to the City Clerk. If no appeal notice is timely filed, the decision shall be deemed confirmed; or

B. File a petition for a writ of mandate pursuant to California Code of Civil Procedure § 1094.5 et seq.

(Ord. No. 96-12, § 3(IV.K-308), 7-9-96)

Sec. 4-13-310. - Administrative penalties.

A. As a penalty for the failure to comply with Section 4-13-305, the offender shall pay a fine in the amount of two times the original administrative fine (the "penalty fine"). The offender shall pay the penalty fine within 45 days from the date the administrative citation is issued.

B. The failure to pay the penalty fine shall constitute a criminal misdemeanor.

C. The Code Enforcement Official may, in his or her own discretion, waive payment of the penalty fine.

(Ord. No. 96-12, § 3(IV.K-309), 7-9-96)

Title 5, PLANNING, Division 5 - SUBDIVISIONS

Sec. 5-5-103. - Review and approval authority.

A. Advisory agencies. The following individuals, committees, and commissions are hereby authorized to approve, conditionally approve or disapprove tentative maps of subdivisions prepared, filed and considered by them according to the provisions of this division and the Subdivision Map Act (Government Code § 66410 et seq.); to prescribe the kinds, nature and extent of improvements required to be installed in subdivisions; and to report directly to the subdivider or owner the action taken on the tentative map subject to the right of appeal to the City Council as set forth in Section 5-5-110 of this division:

1. City Engineer. The City Engineer is hereby designated as an advisory agency, as that term is used in the Subdivision Map Act (Government Code § 66410 et seq.), when he or she is acting in a final decision-making capacity. The City Engineer is charged with the duties set forth in Subparagraph B of this section.

2. Subdivision Committee. The Subdivision Committee is hereby designated as an advisory agency, as that term is used in the Subdivision Map Act (Government Code § 66410 et seq.), when it is acting in a final decision-making capacity. The Subdivision Committee is charged with the duties set forth in subparagraph B of this section.

3. Planning Commission. The Planning Commission is hereby designated as an advisory agency, as that term is used in the Subdivision Map Act (Government Code § 66410 et seq.), when it is acting in a final decision-making capacity. The Planning Commission is charged with the duties set forth in subparagraph B of this section.

The City Engineer, Subdivision Committee, and Planning Commission are not designated as "advisory agencies," as that term is used in the Subdivision Map Act (Government Code § 66410, et seq.), when they are merely making recommendations.

B. Local agency review and approval functions.

1. City Engineer.

a. Review and approve, conditionally approve, or disapprove lot line adjustments.

b. Review and approve or disapprove final parcel and tract maps.

c. Review and approve or disapprove certificates of compliance.

d. Review and approve, conditionally approve, or disapprove mergers.

e. Accept dedications and conveyances of real property and interests in real property offered at no cost to the City.

f. Approve improvement agreements.

2. Subdivision Committee.

a. Review and approve, conditionally approve, or disapprove tentative parcel maps and conditional certificates of compliance.

b. Review and make recommendations to the Planning Commission regarding applications for tentative tract maps.

c. Review and make recommendations to the City Council regarding petitions for reversions to acreage involving parcel maps.

3. Planning Commission.

a. Review and approve, conditionally approve, or disapprove tentative tract maps.

b. Review and make recommendations to the City Council regarding petitions for reversions to acreage involving tentative tract maps.

4. City Council.

a. Review and approve, conditionally approve, or disapprove petitions for reversion to acreage.

b. Review and uphold or deny appeals from decisions ~~actions~~ of the City Engineer, Subdivision Committee and Planning Commission.

c. The City Council shall periodically review the delegation of authority to the various advisory agencies.

Section 5-5-110. – Appeal Procedure

The subdivider a member of the City Council, or any interested person adversely affected by any decision of the City Engineer or Subdivision Committee may appeal said decision to the Planning Commission, which shall serve as the City's appeal board as that term is used in the Subdivision Map Act (CA Govt. Code §66410. The subdivider or any interested person adversely affected by any decision of the Planning Commission regarding a subdivision may appeal said decision to the City Council. A recommendation of the City Engineer, Subdivision Committee, or Planning Commission is not appealable. The appeal shall be filed in writing with the City Clerk within 10 days after the action decision. The City Council shall hold a hearing on the appeal within 30 days after the date of filing the appeal. If there is no regular meeting of the City Council within the next 30 days for which the requisite notice can be given, the appeal may be heard at the next regular meeting for which notice can be given, or within 60 days from the date of the receipt of the request, whichever period is shorter. The hearing on the appeal shall be noticed in accordance with the provisions of Section 5-5-109 and all applicable provisions of Government Code § 66452.5 or any successor statute.

Any member of the Planning Commission or City Council may request that a decision of the City Engineer or the Subdivision Committee be called up for review by the Planning Commission. Any member of the City Council may request that a decision of the Planning Commission be called up for review by the City Council. Decisions called up for review are subject to the time frames specified for appeals in this section.

Sec. 5-5-111. - Terms defined.

The definitions in the Subdivision Map Act (Government Code § 66410 et seq.) shall govern the meaning of words in this division unless, from the context in which the word is used, a different meaning is clearly intended.

Advisory agency: Any official or official body designated by the City Council to discharge the decision-making duties set forth in Government Code § 66415. Officials or official bodies are not designated as "advisory agencies" when they are merely making recommendations.

Section 5-5-1004.E. - Disposition of land or fees.

3. The Director of Community Services shall include in the strategic business plan and the annual budget how, when, and where the land or fees, or both, which were dedicated to the city to develop park and recreational facilities will be used to serve the residents of the subdivision. Any fees collected under Subsections D.2 and 3 of this chapter shall be committed within five years after the payment of such fees or the issuance of building permits on one half of the lots created by the subdivision, whichever occurs later. If such fees are not committed, they shall be distributed and paid to the then record owners of the subdivision in the same proportion that the size of their lot bears to the total area of all lots within the subdivision.

Section 5-5-1004.H. - Appeals

1. Any person may appeal a determination of the Planning Commission regarding the interpretation of this Section. Appeals shall be filed with the City Clerk and shall be accompanied by a letter stating the reasons for the appeal. Any such appeals shall be filed within 10 calendar days from the date of determination.

Sec. 5-9-516. - Special residential building provisions.

B. Single-family residential buildings shall display a street address number conforming to the following specifications:

1. Numerals shall be located where they are clearly visible from the street on which they are addressed. They shall be of a color contrasting to the background to which they are affixed. Method of attachment shall not include the use of two-sided tape or any material not resistant to weather conditions.
2. Numerals shall be no less than four inches in height and illuminated during the hours of darkness. The numerals and light source shall be contained within a single, weather-resistant fixture. The light source shall be provided with an uninterruptible A.C. power source or controlled only by a photoelectric device. Battery operated units are prohibited. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.

3. Buildings farther than 100 feet from the center line of the addressed street, or where at least two homes are accessed off the same driveway or common area walkway, shall, in addition to the illuminated address fixture, provide three-inch high numerals, placed, when possible, on the right side of the driveway or common area roadway or pedestrian entrance, at a height between 24 inches and 42 inches. Landscaping at full maturity or by cars parked on the street shall not obstruct such additional addressing. A range of address numbers may be used when there are multiple buildings instead of listing individual address numbers. The range of addresses shall note if all numbers are even or odd based upon existing or potential addressing on the opposite side of the addressed street, with the word "even" or "odd" incorporated into the sign.
4. Numerals shall be in a Sans Serif font with a stroke weight of medium to bold, or an approved equivalent font which is clearly legible.
5. Any building which affords vehicular access to the rear through a public or private alley shall display, in a clearly visible location, an address number that is a minimum of four inches in height.
6. Accessory dwelling units on the same single-family parcel, in addition to the illuminated address fixture, shall have an illuminated address fixture containing a directional arrow and/or wording indicating the accessory ~~second~~ dwelling unit location, and mounted on the primary dwelling unit that is visible from the addressed street.
7. There shall be positioned, at each entrance of a tract of 20 or more residences constructed on private streets, but using a single public street name and address, an illuminated diagrammatic representation of the complex which depicts the location of the viewer and the unit designations within the complex. It shall be lighted during the hours of darkness utilizing a light source which is constructed of weather and vandal resistant materials and provided with an uninterrupted power source or controlled by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.

5.1

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 10, 2018

TITLE: APPROVAL OF PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR PROTECTED-PERMISSIVE LEFT-TURN PHASING PROJECT

Director of Transportation

City Manager

RECOMMENDED ACTION

1. Approve the construction plans, specifications, and contract documents for Protected-Permissive Left-Turn Phasing Project, Capital Improvement Project 331704.

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, in accordance with the City's purchasing policies and procedures, within the approved project budget.

EXECUTIVE SUMMARY

On June 28, 2016, City Council was presented with the Citywide Traffic Operation and Traffic Management Study (Traffic Study) conducted by Albert Grover & Associates. City Council adopted four Traffic Study recommendations, including directing staff to implement protected-permissive left-turn (PPLT) phasing at six intersections identified in the study (Attachment 1). The Traffic Study identified an additional 14 intersections (Attachment 2) for PPLT treatment for completion in a future implementation phase.

Staff is seeking City Council's approval of the construction plans, specifications, and contract documents for the PPLT intersection improvements recommended by the Transportation Commission on March 20, 2018 (Attachment 3). Transportation Commission's recommendation included moving the intersection at Culver Drive and Farwell Avenue from the initial implementation phase to the future implementation phase. This reduces the number of intersections in the initial implementation phase from six to five. Work on the remaining five intersections will include new signal heads, poles, arms, and foundations; Americans with Disabilities Act (ADA) improvements; audible pedestrian system push buttons and signs; and necessary modification to sidewalks and landscaping. These documents are available for public review in the Public Works Department.

Approval of the recommended actions will allow staff to proceed with solicitation of competitive bids for construction, and the award of a contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing policies and procedures.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Staff presented the recommended actions to the Transportation Commission on March 20, 2018. The Commission voted 5-0, with all members present, to recommend that the City Council approve the recommended action items with an amendment to remove the intersection of Culver and Farwell from the initial implementation due to its proximity to Lower Peters Canyon Community Park. Staff's recommendation to the Transportation Commission was to modify the CIP to include evaluation, design, and construction of the 14 intersections identified in the Traffic Study as part of the future implementation phase. Transportation Commission recommended staff not proceed with evaluation, design, and/or construction of the remaining 14 intersections until monitoring and evaluation of the initial implementation is complete based on at least six months of operation.

Commission discussion focused on the necessity to move forward on the intersection at Culver and Farwell as part of the initial phase. Commission suggested that since this intersection was close to several parks, it might present more conflicts with pedestrian and bicyclists than other intersections. Commission recommended it be included in the future implementation phase rather than in the initial phase. Commission recommended City Council move forward with the remaining five intersections in order to gain a better understanding of how PPLT impacts signal timing and traffic movement, before introducing PPLT at additional intersections. Staff recommends the approval of Transportation Commission's action.

ANALYSIS

The FY 2016-17 and 2017-18 CIP budgets allocated funds for design and construction to implement PPLT phasing at the six signalized intersections. The identified intersections currently operate with protected left-turn phasing: left-turns are only allowed with a green arrow. The proposed modifications include the implementation of PPLT by using a Flashing Yellow Arrow (FYA), which is a Federal Highway Administration and Caltrans-approved traffic control device, but has not previously been implemented within the City. The FYA operations will improve mobility by allowing drivers to turn left after the green arrow has terminated and the flashing yellow arrow is active. The increased throughput of vehicles during the cycle reduces the length of time that the side street needs to be allocated green time. This allows signal time to be more efficiently allocated to traffic along the main corridor. Additionally, by allowing cars to clear the left-turn lane during the FYA phase, the number of interruptions to the more heavily-traveled roadway is reduced.

The cost estimate for construction of the initial intersections prepared by the design engineer consultant is $1,305,000. A budget allowance of $124,500 for construction engineering (material and equipment testing and inspection services) and $130,500 for construction contingency is recommended, as shown in the Funding Summary (Attachment 4). The total estimated project cost for design and construction is $1,730,000. In 2016, the Traffic Study consultant provided a preliminary cost estimate of $395,000 for implementation at six locations. This cost estimate was limited in scope and did not include standard improvements including signal pole upgrades, installation of video detection systems, traffic monitoring cameras, signal cabinet upgrades, potential utility relocation in some locations, and compliance with ADA standards. These factors were considered in the development of the approved budget of $2,500,000. With the revised estimated project cost of $ 1,730,000, an estimated $770,000 will remain available in the CIP. The project cost estimate will be further reduced if City Council approves the recommended action to move forward on five intersections rather than the six that were initially identified.

If City Council approves the recommended actions, staff anticipates the following timeline for the initial five intersections:

Construction of Initial Five Intersections	
Release Notice Inviting Bids	May 2018
Receive Competitive Bids	June 2018
Award Construction Contract	July 2018
Begin Construction	August 2018
Complete Initial Five Intersections	February 2019

The proposed Notice Inviting Bids, Construction Contract, Plans, Specifications and Schedule of Work (i.e., estimated work quantities) are included in Attachment 3. The bid package includes the intersection at Culver and Farwell. The Culver and Farwell intersection will be removed from the bid package if Council approves the recommendation to move forward with five intersections.

Staff is seeking City Council's approval of the recommended actions. These actions allow staff to proceed with solicitation of competitive bids for construction, and the award of a contract to the lowest responsive and responsible bidder in accordance with the City's purchasing policies and procedures. Status updates will be provided to the Transportation Commission and City Council as the project progresses.

ENVIRONMENTAL REVIEW

Pursuant to Section 4 of the City of Irvine California Environmental Quality Act (CEQA) Procedures and Article 19 of the State of California CEQA Guidelines, the proposed project is categorically exempt from the requirements of CEQA, under State Guideline Section 15301, Class 1(c), and Existing Facilities.

ALTERNATIVES CONSIDERED

City Council could approve the six intersections identified in the 2016 Traffic Study including the intersection at Culver and Farwell. Council could elect to approve an amendment to the scope of CIP 3317404 to proceed with evaluation, design and/or construction for 14 additional intersections identified to be compatible for PPLT phasing. If this alternative is chosen it should be noted that the intersection at Myford Road and Walnut Avenue has shared jurisdiction with the City of Tustin. Staff contacted the City of Tustin to request the improvement. At this time, Tustin staff does not support this change to signal operations, reducing the number of additional intersections to 13.

City Council could elect not to approve any of the recommended actions, could defer the project to a later date, or could recommend approval of an alternate set of intersections. These alternatives are not recommended because the proposed traffic signal modifications were identified by City Council as a strategy for improving mobility within the City.

FINANCIAL IMPACT

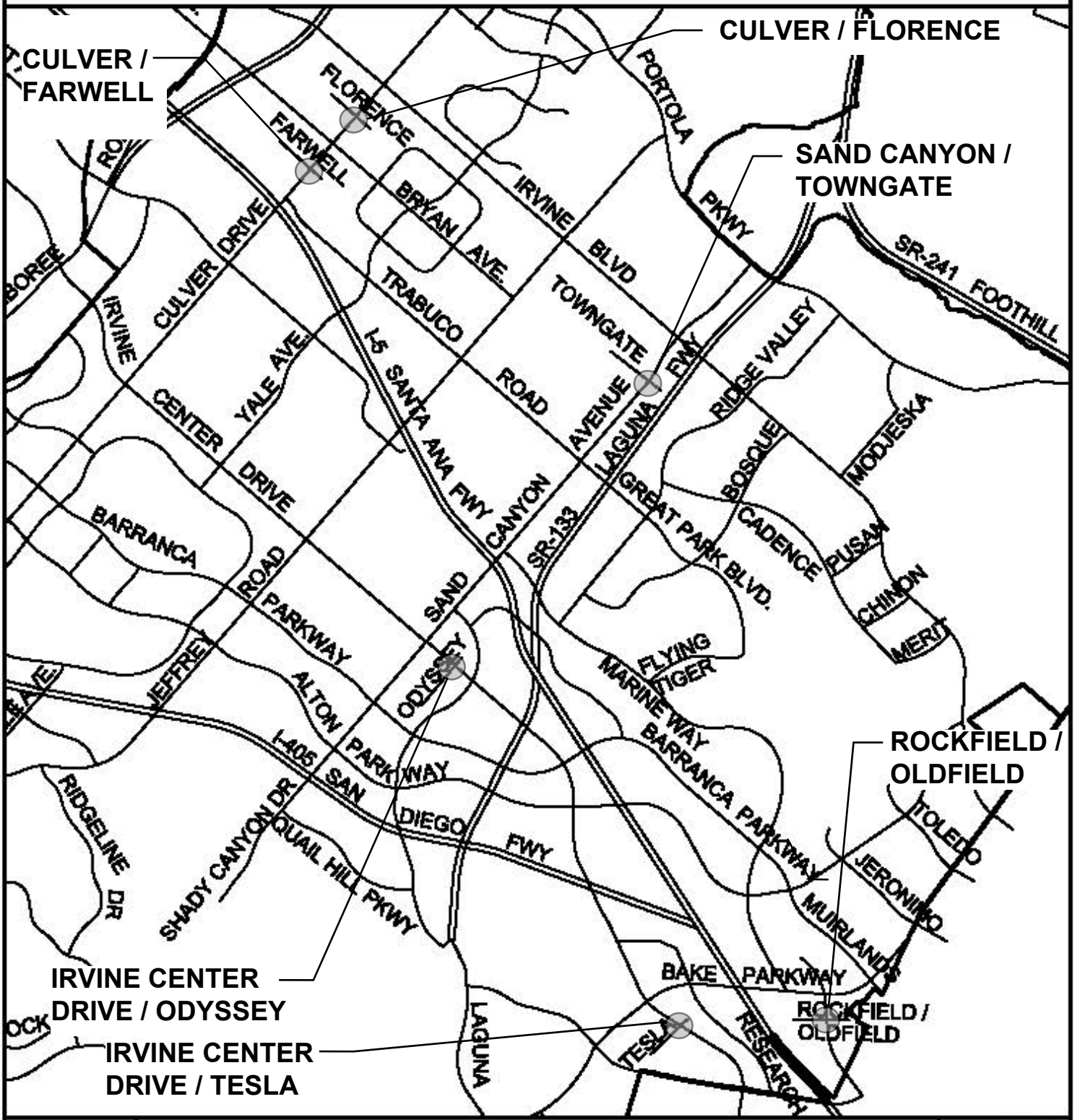
Project expenditures to date for preparation of construction plans and contract specifications total $170,000. The construction contract estimate prepared by the consultant design engineer is $1,305,000. The recommended budget allowance of $124,500 for construction engineering and $130,500 for construction contingency brings the total estimated project cost for the construction phase to $1,730,000. Funding for the project is available in the City Council approved CIP 331704 from FY 2016-17 General Funds and FY 2017-18 System Development Funds. Attachment 4 provides a complete Project Funding Summary.

REPORT PREPARED BY Tran Tran, P.E., Senior Transportation Engineer

ATTACHMENTS

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

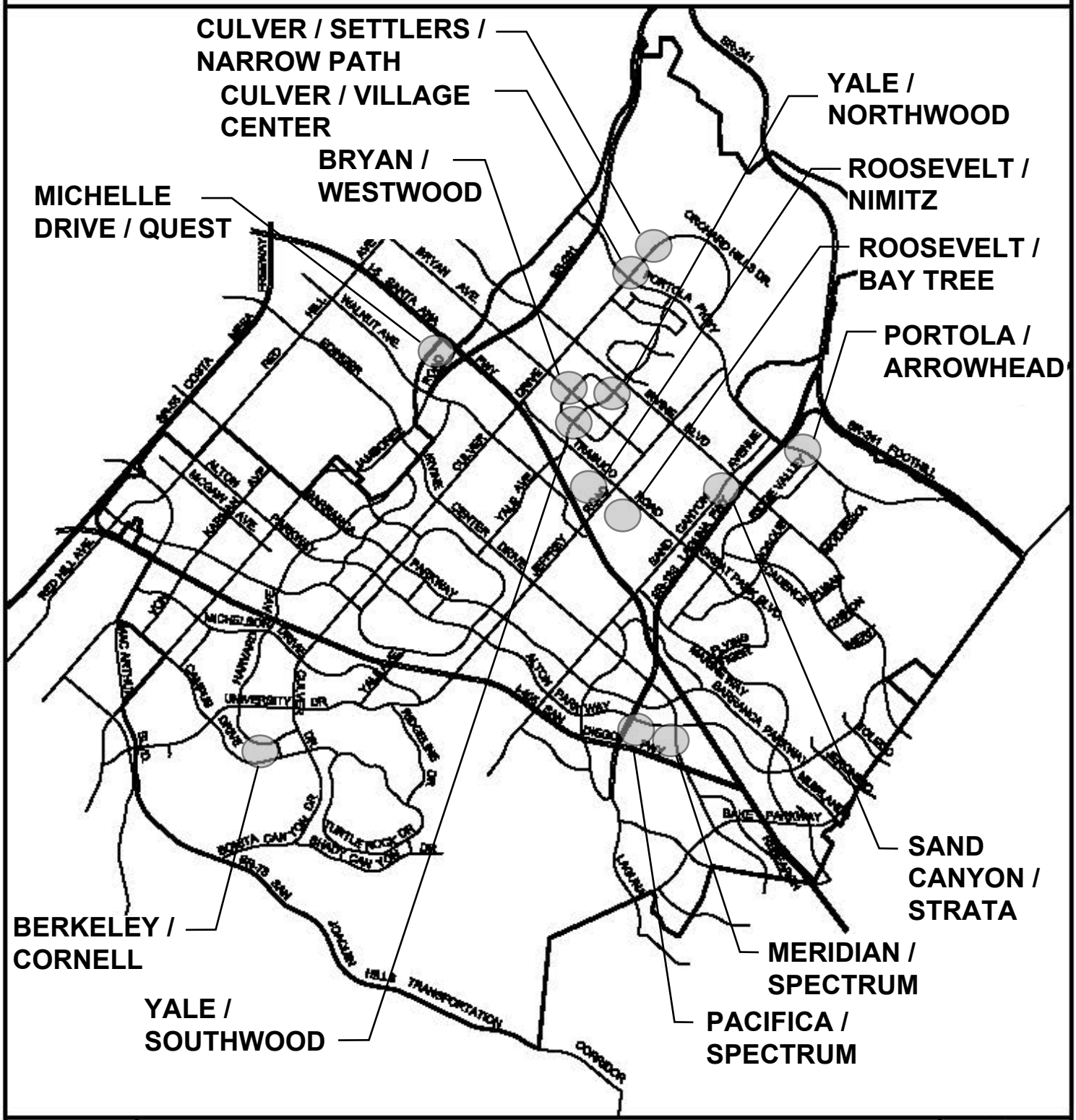
Protected-Permissive Left Turn Phasing Project,
CIP 331704



VICINITY MAP
INITIAL IMPLEMENTATION

ATTACHMENT 1

Protected-Permissive Left Turn Phasing Project,
CIP 331704



VICINITY MAP
FUTURE IMPLEMENTATION

ATTACHMENT 2

CITY OF IRVINE

ORANGE COUNTY, CALIFORNIA

NOTICE INVITING BIDS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS FOR

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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

PREPARED BY:
STANTEC CONSULTING SERVICES INC.
38 TECHNOLOGY DRIVE, SUITE 100
IRVINE, CA 92618

MARCH 2018

ATTACHMENT 3

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704

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

Mohammad R. Heiat 11/22/17 — 45776

Mohammad R. Heiat, P.E. — R.C.E. No.
Stantec Consulting Services Inc.

APPROVED BY:

James M Houlihan — 51568

James M. Houlihan, P. E. — R.C.E. No.
City Engineer

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APPENDIX
- A - STANDARD PLANS

CITY OF IRVINE, CALIFORNIA
NOTICE INVITING BIDS
Bid No. 18-1317

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 **Protected-Permissive Left Turn Phasing Traffic Signal Modification** together with appurtenances thereto, in strict accordance with the specifications on file at the **Department of Public Works**, 1 Civic Center Plaza, Irvine, California 92606-5207.

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 12, 17-30) must be uploaded to the BidsOnline system in accordance with the instructions beginning on page 15 no later than **10:00:00** a.m. on **May 8, 2018** 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, on **Culver Drive and Farwell Avenue; Culver Drive and Florence; Irvine Center Drive and Odyssey; Irvine Center Drive and Tesla; Rockfield Drive and Oldfield; and Sand Canyon Avenue and Towngate.**

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

Removal of existing traffic signal controller cabinets and foundations and construction of foundations for installation of new complete ATMS 332L cabinets; providing and maintaining temporary traffic signal systems at each location during construction, removal of existing mast arm signal poles and foundations; installation of new foundations and mast arm signal poles; installation of conduit, pull boxes, wiring, video detection systems, Axis IP CCTV systems, audible pedestrian system (APS) push buttons and signs, and LED safety lighting; removal and replacement of vehicle signal indications; removal and replacement of concrete curb, gutter, sidewalk, and ADA ramps, and installation of truncated domes; removal and modification of a landscaped median nose, replacement of AC pavement; utility/pull box adjustments 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 $1,300,000.

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 traffic signal (and/or street lighting) 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-10** license prior to award of contract. Persons performing the work of an electrician shall be certified in accordance with California Labor Code Section 3099. 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 **ninety (90) Working Days** from the date specified in the Notice to Proceed. Liquidated damages shall be Two Thousand and Two Hundred Dollars **($2,200)** per Calendar Day, for each and every Calendar Days delay in finishing the work in excess of the number of Working Days prescribed above.

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.** 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, 1 Civic Center Plaza, Irvine, California 92606-5207.

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 Mr. Tran Tran, P.E., Senior Transportation Engineer by email to ttran@cityofirvine.org, with a copy to Mr. Brian 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(s):

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) City of Irvine Design Manual Section 104 – Traffic Signals
   h) City of Irvine Standard Plans
   i) Standard Specifications
   j) Reference Specifications,

   all of which are on file at the City of Irvine in the Department of Public Works, 1 Civic Center Plaza, Irvine, California 92606-5207 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. 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
PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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 26); 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
PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		
2	TRAFFIC CONTROL	LS	1		
3	TRAFFIC SIGNAL MODIFICATION– FARWELL AND CULVER DRIVE	LS	1		
4	TRAFFIC SIGNAL MODIFICATION– FLORENCE AND CULVER DRIVE	LS	1		
5	TRAFFIC SIGNAL MODIFICATION– IRVINE CENTER DRIVE AND ODYSSEY	LS	1		
6	TRAFFIC SIGNAL MODIFICATION– IRVINE CENTER DRIVE AND TESLA	LS	1		
7	TRAFFIC SIGNAL MODIFICATION– ROCKFIELD AND OLDFIELD	LS	1		
8	TRAFFIC SIGNAL MODIFICATION– SAND CANYON AND TOWNGATE	LS	1		
9	REMOVE CONCRETE SIDEWALK	SF	800		
10	REMOVE CURB RAMP	EA	1		
11	CONCRETE SIDEWALK	SF	800		
12	CURB RAMP	EA	1		
13	TRUNCATED DOMES	EA	13		
14	CLEARING AND GRUBBING	LS	1		
15	REMOVE CONCRETE MEDIAN CURB	LF	380		
16	SAWCUT, REMOVE, AND DISPOSE OF EXISTING AC PAVEMENT SECTION	CY	75		
17	CONSTRUCT FULL DEPTH HOT MIX ASPHALT (HMA) PAVEMENT	TON	150		
18	PCC MEDIAN CURB	LF	10		
19	REPAIR LANDSCAPING	LS	1		

CITY OF IRVINE
PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
20	MODIFY EXISTING IRRIGATION SYSTEM	LS	1		
21	SLURRY SEAL (TYPE II)	SY	4,370		
22	STRIPING, MARKING AND MARKERS	LS	1		
23	RELOCATE TRAFFIC SIGN	EA	3		
24	WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	1		
25	ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE	EA	1		
26	REMOVE EXISTING CONCRETE CURB AND GUTTER	LF	60		
27	CONCRETE CURB AND GUTTER	LF	60		

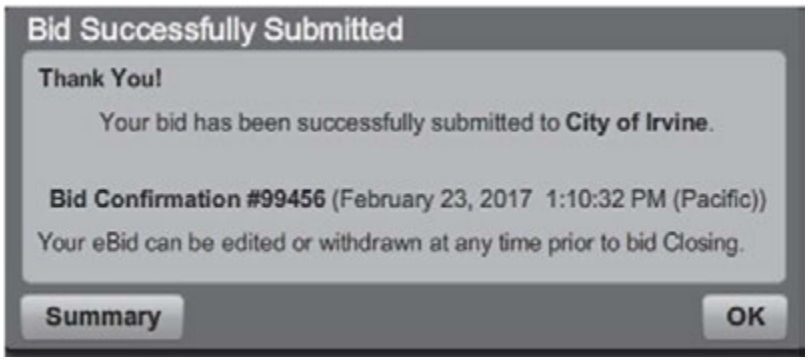
CITY OF IRVINE
PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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

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.

CITY OF IRVINE
PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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.

   Check appropriate box: None ☐ See list below ☐

Bidder's Name: _____

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 **PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION** 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:				

Bidder's Name: _____

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

10. List projects of a similar nature to the **PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION** 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:					

Bidder's Name: _____

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:**

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 **Ninety (90) Working Days**.

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)**:

☐ **Cash** ☐ **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 (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. 18-1317

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

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

(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 **Protected-Permissive Left Turn Phasing Traffic Signal Modification, CIP 331704** 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

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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:
    Removal of existing traffic signal controller cabinets and foundations and construction of foundations for installation of new complete ATMS 332L cabinets; providing and maintaining temporary traffic signal systems at each location during construction, removal of existing mast arm signal poles and foundations; installation of new foundations and mast arm signal poles; installation of conduit, pull boxes, wiring, video detection systems, Axis IP CCTV systems, audible pedestrian system (APS) push buttons and signs, and LED safety lighting; removal and replacement of vehicle signal indications; removal and replacement of concrete curb, gutter, sidewalk, and ADA ramps, and installation of truncated

domes; replacement of AC pavement; utility/pull box adjustments 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 **STANTEC CONSULTING SERVICES INC., 46 DISCOVERY, SUITE 250, IRVINE, CA 92618.**

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 _____ **($_____)** 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 **Ninety (90) Working Days** after 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: Two Thousand and Two Hundred dollars ($2,200) per Calendar Day, for each and every Calendar Days delay in finishing the Work in excess of the number of Working Days prescribed above. 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. In accordance with State of California Senate Bill No. 854, 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**,** Mayor 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

(If Corporation, 2 signatures are required)

By _____

_____

Print Name

Title

By _____

Print Name

Title

CITY OF IRVINE
A Municipal Corporation

Donald P. Wagner
Mayor of the City of Irvine

City Manager of the City of Irvine

Manuel Gomez
Director of Public Works

ATTEST:

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

PERFORMANCE BOND

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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

In accordance with SB 854, 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 a new 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 exceeds125 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 3rd 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 Transmission TCA	Maria Guzman (213) 787-9996	NA	Protect-In-Place
Wilcon Fiber Engineering	Dave Raub (213) 542-0100	NA	Protect-In-Place
Verizon (MCI)	John Bachelder (972) 729-6322	NA	Protect-In-Place
AT&T Transmission	Joseph Forkert (714) 963-7964	NA	Protect-In-Place
SCE Distribution	Kim Gurule (714) 796-9932	NA	Protect-In-Place
AT&T California - Substructure	Charlene Hinzo (858) 886-1288	NA	Protect-In-Place
Cox Communications	Thomas Eldred (949) 546-2754	20	Relocate Pullbox

The construction durations listed represent total accumulated time for the installation of the utilities. It is anticipated that each utility will require several 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:

[1] Note: Working days include multiple mobilizations.

(a) AT&T Transmission TCA - TELEPHONE AND COMMUNICATION

AT&T has facilities within the project limits. Contractor shall coordinate with AT&T on protecting their existing facilities. Protect-in-place all AT&T facilities on the north side of Farwell Avenue at Culver Drive / Farwell Avenue Intersection. If the existing facilities are determined to require adjustments, the Contractor shall coordinate with AT&T for the adjustment of these existing AT&T facilities. The Contractor shall provide the utility company and its contractor time and working space for this work.

(b) WILSHIRE CONNECTION, LLC (WILCON)

Wilcon has facilities within the project limits that are within an existing AT&T duct bank. Contractor shall coordinate with Wilcon on protecting their existing facilities. Protect-in-place all AT&T (Wilcon) facilities on the south side of Irvine Center Drive at Irvine Center Drive / Tesla Intersection and north side of Towngate at Sand Canyon Avenue / Towngate intersection. If the existing facilities are determined to require adjustments, the Contractor shall coordinate with AT&T (Wilcon) for the adjustment of these existing AT&T (Wilcon) facilities. The Contractor shall provide the utility company and its contractor time and working space for this work.

(c) MCI (VERIZON) COMMUNICATIONS

MCI has facilities within the project limits. Contractor shall coordinate with MCI on protecting their existing facilities. Protect-in-place all MCI facilities within Irvine Center Drive. If the existing facilities are determined to require adjustments, the Contractor shall coordinate with MCI for the adjustment of these existing MCI facilities. The Contractor shall provide the utility company and its contractor time and working space for this work.

(d) AT&T Transmission - TELEPHONE AND COMMUNICATION

AT&T has facilities within the project limits. Contractor shall coordinate with AT&T on protecting their existing facilities. Protect-in-place all AT&T facilities within Irvine Center Drive and Odyssey intersection. If the existing facilities are determined to require adjustments, the Contractor shall coordinate with AT&T for the adjustment of these existing AT&T facilities. The Contractor shall provide the utility company and its contractor time and working space for this work.

(e) SOUTHERN CALIFORNIA EDISON (SCE) – ELECTRICAL SERVICE PROVIDER

SCE has facilities within the project limits. Contractor shall coordinate with SCE (contact Supavud Chomsevi (949) 458-4623, 4 weeks (min.) in advance) for protecting existing facilities, prior to temporary relocation of existing controller cabinets for maintaining traffic signal system operations, and for making any required adjustments. Protect-in-place all SCE facilities within all six (6) project intersections. If the existing facilities are determined to require adjustments, the Contractor shall coordinate with SCE for the adjustment of these existing SCE facilities. SCE will relocate existing meters to new cabinets at the following locations: Culver/Farwell; Culver/Florence; Rockfield/Oldfield; and Sand Canyon/Towngate. SCE will provide a new meter for the new controller cabinet at Irvine Center Drive/Tesla. The existing controller cabinet and

meter at Irvine Center Drive/Odyssey shall be protected-in-place and reused. The Contractor shall provide the utility company and its contractor time and working space for this work per SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR of these specifications.

(f) AT&T SUBSTRUCTURE - TELEPHONE AND COMMUNICATION

AT&T has facilities within the project limits. Contractor shall coordinate with AT&T on protecting their existing facilities. Protect-in-place all AT&T facilities within Rockfield Boulevard and Oldfield intersection. If the existing facilities are determined to require adjustments, the Contractor shall coordinate with AT&T for the adjustment of these existing AT&T facilities. The Contractor shall provide the utility company and its contractor time and working space for this work.

(g) COX COMMUNICATIONS – CABLE TELEVISION AND COMMUNICATIONS

COX has facilities within the project limits. Contractor shall coordinate with COX on protecting and relocating their existing facilities. Remove and relocate existing COX Communication pull box on northeast corner of the Culver Drive and Florence intersection out of the proposed curb ramp. The Contractor shall coordinate with COX for the adjustment of these existing COX facilities. The Contractor shall provide the utility company and its contractor time and working space for this work.

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 ½” 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 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 traffic signal equipment and any other long lead-time materials. The Contractor shall furnish the Engineer a statement from each vendor, confirming that the material orders were received and accepted by the vendor.

b) The Contractor shall contact all utilities affected by the project and initiate utility coordination /relocations.

c) The Contractor shall develop the construction schedule and submit to the Engineer for review and approval.

d) The Contractor shall submit the WPCP approval and install water pollution prevention devices as required per section 7-8.6 "Water Pollution Control" of these Special Provisions.

e) The Contractor shall develop and submit any additional traffic control plans to the Engineer for review and approval.

f) USA and pothole to locate existing utilities.

g) The Contractor shall submit remaining submittals to the Engineer for review and approval.

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 reminder 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. *MODIFY to ADD the following:*
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 below, 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.

Insurance policies shall be deemed not be 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.

The insurance coverage required for General Liability, Automobile Liability and Contractor's Pollution Liability shall contain the following provisions or be endorsed to provide the following:

The Contractor shall name as additional insured the City of Irvine**,** their elected officials, officers, employees, volunteers, boards and representatives shall be additional insured 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 added by endorsement shall be in excess of and shall not contribute with this insurance.

The Contractor shall immediately report all claims to its insurance carrier and acknowledge receipt within thirty (30) Calendar Days.

No officer, employee, or agent of the Agency, Agency Representative, the Engineer, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City of Irvine**,** their 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 Agency, whether or not there is concurrent active or passive negligence on the part of Agency and/or Agency Personnel, but excluding such claims or

liabilities arising from the active negligence or willful misconduct of Agency or Agency 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 Agency or any Agency Personnel for any such claims or liabilities.

c) In the event Agency and/or any Agency 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 Agency any and all costs and expenses incurred by Agency or Agency 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 Contract as shall be considered necessary by the Agency may be retained by the Agency until disposition has been made of such actions or claims for damages as aforesaid.

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 or in the case of no deductible.

DELETE 4th paragraph and SUBSTITUTE with the following:

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.

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

The City's insurance certificate tracking services provider, EXIGIS, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

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 Five Million Dollars ($5,000,000) for each occurrence (combined single limit for bodily injury and property damage). Minimum limit of Ten Million Dollars ($10,000,000) aggregate for products–completed operations and with a minimum limit of Four Million Dollars ($4,000,000) general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.

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.

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 of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($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."

ADD:

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 One Million Dollars ($1,000,000) each loss and Two Million Dollars ($2,000,000) in the aggregate.

Prior to commencing work, the Contractor shall provide the City the names and locations of disposal facilities for approval by the City.

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.

7-3.8 Self-Insurance. 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 the 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 in insurance policies are subject to separate annual review and approval by the Agency of evidence of the Contractor's financial capacity to respond. 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.

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) Annual Street Rehabilitation and Slurry Seal Project (FY 2017-2018)

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.

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.

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 (Informationhttp://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 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
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 in 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:

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

203-5 SLURRY SEAL. *REVISE as follows:*

203-5.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

Slurry seal used on this project shall be Type II Emulsion Aggregate Slurry (Type II-CQS-1h-EAS) conforming to 203-5.4 and all other requirements of these Special Provisions.

203-5.2 Mix Design. *After the last paragraph, ADD the following:*

The tests and mix design shall be performed by a laboratory capable of performing the applicable ASTM tests. The original laboratory report shall be signed by the laboratory that performed the tests/mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the applicable ASTM tests. The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, filler (as determined from the tests, minimum and maximum), water (minimum and maximum), the design proportions of each component including additives, all test results used in producing the mix design and asphalt solids content based on the dry weight of aggregate and set-control agent usage. The Contractor shall submit for City approval the source of the rock and the gradation.

Prior to the time of delivery of each shipment of emulsified asphalt, the Contractor shall submit to the City test reports and certifications in accordance with Section 203-1.3 of the Standard Specifications. At the time of delivery of each shipment of aggregate, he shall also submit test reports from his vendors. No material shall be utilized until the certified reports have been checked by the City. Delays by the Contractor in furnishing the reports will not be grounds for any extension of contract time.

The Agency will require up to 10 working days, from the time of receipt of the mix design, for evaluation of the material characteristics. This mix design will be used for the trial batches and test strips as described in Section 302-4.4.

203-5.4 Emulsion–Aggregate Slurry. *Revise as follows:*

203-5.4.2.2 Emulsified Asphalt. *After the last paragraph, ADD the following:*

Emulsified asphalt for Type II EAS shall be cationic and shall be designated CQS-1h and shall conform to the requirements of Section 203-3.

Emulsified asphalt shall be latex modified; latex shall be Ultrapave UP-65K by the Textile Rubber & Chemical Co., Inc., or approved equal. The latex shall be added to the

emulsified asphalt at the asphalt plant at the rate of 3% by volume. Field addition of polymer/latex shall not be allowed.

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.

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

REVISE as follows:

300-1 CLEARING AND GRUBBING
300-1.3 Removal and Disposal of Materials
300-1.3.1 General. *After the last paragraph, ADD the following text:*

All soils and materials are subject to testing by the City.

300-1.3.2 Requirements. *after paragraph a), ADD the following text:*

after paragraph c), ADD the following text:

The following items of work are included in remove concrete sidewalk and street light foundation:

- Saw-cutting, removal and disposal of existing concrete sidewalk and street light foundation within the project site and as shown on the plan or directed by the Engineer.

- Removal of excess spoil from milling, excavation, disposal of debris, shrubs, rubbish, steel reinforcement and excess material away from site and disposal and payment of all required fees at a licensed disposal site.

- Maintaining dust control at all times by watering.

- Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans to be removed.

- Removal and disposal of unnamed concrete improvements.

- Restoration and clean-up of the site.

- Providing for traffic control and maintenance of access, security and safety including signs, barricades, flashers, covers, plates and chain link fencing as specified elsewhere in these specifications.

- Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

- Providing all necessary means to avoid tracking of asphaltic material on existing or new asphalt pavement during paving operations including landscaped and hardscaped facilities.

- Clean all pavement dirtied by construction activities to the satisfaction of the City Representative.

- Repaint all traffic markings dirtied by construction activities to the satisfaction of the City Representative.

All materials removed will be lawfully disposed of at a site secured by the Contractor. The Contractor will make every effort to recycle excavated and demolition materials. The Contractor will provide the Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.

No excavated or demolition materials will be left in the public right of way overnight.

All existing improvements to be joined shall be cut in a clean straight line along the join line by use of a concrete cutting saw. Compensation for this requirement shall be considered as included in the price bid in the proposal form and no additional compensation will be allowed therefore.

Sawcutting shall consist of cutting existing Portland cement concrete to facilitate its removal. Cutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw. Residue from sawcutting shall be vacuumed up while sawcutting.

300-1.4 Payment. *After the last paragraph, ADD the following text:*

Payment for **CLEARING AND GRUBBING** shall be at the unit price per **Lump Sum (LS)** 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 haul away and disposal of existing plant material 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 therefore.

Payment for **REMOVE CONCRETE MEDIAN CURB** shall be at the unit price per **Linear Foot (LF)** 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 saw cutting, removals, haul away and disposal of existing concrete median curb 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 therefore.
Payment for **REMOVE CONCRETE SIDEWALK** shall be at the unit price per **Square Foot (SF)** 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 saw cutting, removals, haul away and disposal of existing concrete sidewalk 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 therefore.
Payment for **REMOVE CURB RAMP** shall be at the unit price per **Each (EA)** 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 saw cutting, removals, haul away and disposal of existing concrete ramp 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 therefore.

Payment for **REMOVE CONCRETE MEDIAN CURB** shall be at the unit price per **Linear Foot (LF)** 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 saw cutting, removals, haul away and disposal of existing concrete median curb 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 therefore.

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 303 – CONCRETE AND MASONRY CONSTRUCTION

REVISE as follows:

303-5 CONCRETE WALKS
303-5.1 Requirements
303-5.1.1 General. *ADD the following subsections:*

303-5.1.1.2 Sidewalk

Concrete sidewalk shall conform to the City of Irvine Standard Plan 201 and the Street Improvement Plans. Concrete used shall be Type V-Cement (6-Sack), Class 560-C 3250.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the Engineer. Existing surfaces to be joined shall be sawcut 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.

Concrete sidewalk shall have retardant finish surface and shall be covered in this section:

- Exposed aggregate retardant finish concrete paving shall be installed as indicated on the plans.
- A 4' x 4' x 4” sample shall be placed on-site and shall remain until completion and approval of the work.
- Concrete shall be pursuant to Standard Plan No. 405.
- Aggregate mix shall consist of 30 percent Santiago sand and 70 percent pea rock.
- Installation procedure:

a. Do not use concrete pump for installation.
b. Screed concrete without tamping.
c. Float, Fresno, and edge concrete.
d. When water leaves surface, Fresno or trowel and edge concrete removing ridges left from initial tooling.
e. Spray on concrete retardant coating.
f. One hour after spraying, cover with plastic Visqueen to keep moisture on surface.
g. 12 to 24 hours later, wash surface and stiff broom to remove retardant mortar which will expose aggregate.
h. Clean residual cement from exposed aggregate with a high pressure washer after 28 days curing.

- Control joints shall be equally spaced not to exceed 10' on center.
- All finish surfaces and grades shall slope to drain.
- Contractor shall notify city 48 hours prior to the commencement of construction.
- Pre-emerge weed killer must be used prior to construction of PCC flatwork.

This work item shall also include all necessary natural ground and miscellaneous excavation, removal and export as may be required to install the new 4" PCC Sidewalk and necessary irrigation system modifications, protection and adjustments that may be required. The Contractor shall also be required to conduct all necessary grading at the new back of walk in order to ensure that full ADA compliance is achieved within the new sidewalk areas.

303-5.9 Measurement and Payment. *After the last paragraph, ADD the following text:*

Payment for **CONCRETE SIDEWALK** shall be at the unit price per **Square Foot (SF)** 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 maintaining temporary pedestrian access, grading, root pruning, disposal, subgrade preparation, utility and pull box modifications and adjustments, sprinkler system modifications and adjustment (temporary and permanent), forming, concrete installation, concrete protection and replacement of damaged or marked concrete, backfill detailed by City of Irvine Std. Plan No. 201, 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 **ADA Curb Ramp** shall be at the unit price per **Each (EA)** 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 maintaining temporary pedestrian access, grading, root pruning, disposal, subgrade preparation, utility and pull box modifications, relocation, and adjustments, sprinkler system modifications and adjustment (temporary and permanent), forming, concrete installation, concrete protection and replacement of damaged or marked concrete, backfill detailed by City of Irvine Std. Plan No. 201, 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 PCC Median Curb shall be at the unit price per **Linear Foot (LF)** 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, utility and pull box modifications and adjustments, forming, concrete installation, concrete protection and replacement of damaged or marked concrete as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

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.

314-4 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. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting pavement markings, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer is included in the contract **LUMP SUM** price paid for **STRIPING, MARKINGS AND MARKERS,** 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. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing pavement marker, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer is included in the contract **LUMP SUM** price paid for **STRIPING, MARKINGS AND MARKERS,** 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 comply with the following City of Irvine truck route restrictions:

DESIGNATED TRUCK ROUTES - ORD. NO. 92-09

	Name of Street	Portion Designated
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

	Name of Street	Portion Designated
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

	Name of Street	Portion Designated
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 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 directed 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: 7:00 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

Lane closures are permitted and will only occur in accordance with the lane closure chart below, unless otherwise approved by the Engineer.

CHART NO. 1A

Lane Closure Chart
Traffic Control - Traffic Signal Modification Construction
Lane Requirements

City: Irvine
Closure Limits: Northbound and southbound Culver Drive between Escudero Dr and Bryan Ave
Closure Limits: Northbound and southbound Culver Drive between Bryan Ave and Irvine Blvd
Closure Limits: Eastbound and westbound Irvine Center Drive between Sand Canyon Ave and Laguna Canyon Dr
Closure Limits: Eastbound and westbound Irvine Center Drive between Muller and Scientific
Closure Limits: Northbound and southbound Sand Canyon Avenue between Trabuco Rd and Strata

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	N	N	N	N	N	N	N	N	N	2	2	2	2	2	2	N	N	N	N	N	N	N	N	N	N
Fridays	N	N	N	N	N	N	N	N	N	2	2	2	2	2	2	N	N	N	N	N	N	N	N	N	N
Saturdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Sundays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

Legend:
2 - Provide at least two (2) lane open in each direction of travel on all major roadway approaches
N - No lane closure allowed

REMARKS:
1. The Closure starts with the first cone down and ends with the last cone picked up.
2. No closure signs shall be exposed to public traffic more than 15 minutes before or after a closure, except as otherwise indicated in the special provisions.
3. Construction safety zone guidelines shall apply at all times.
4. Traffic control and traffic control devices shall be in accordance with the latest edition of MUTCD and WATCH.

CHART NO. 1B

Lane Closure Chart
Traffic Control - Traffic Signal Modification Construction
Lane Requirements

City: Irvine
Closure Limits: Northbound and southbound Rockfield Boulevard between McLaren and Bake Pkwy
Closure Limits: Eastbound and westbound Towngate between Hallmark and Crosspointe

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	N	N	N	N	N	N	N	N	N
Fridays	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	N	N	N	N	N	N	N	N	N
Saturdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Sundays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

Legend:
1 - Provide at least one (1) lane open in each direction of travel on all major roadway approaches
N - No lane closure allowed

REMARKS:
1. The Closure starts with the first cone down and ends with the last cone picked up.
2. No closure signs shall be exposed to public traffic more than 15 minutes before or after a closure, except as otherwise indicated in the special provisions.
3. Construction safety zone guidelines shall apply at all times.
4. Traffic control and traffic control devices shall be in accordance with the latest edition of MUTCD and WATCH.

CHART NO. 2A

Lane Closure Chart
Traffic Control - Pavement Slurry Seal
Lane Requirements

City: Irvine
Closure Limits: Northbound and southbound Culver Drive between Trabuco Rd and Florence
Closure Limits: Northbound and southbound Culver Drive between Bryan Ave and Irvine Blvd

Culver Drive

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Fridays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Saturdays	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N
Sundays	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N

Closure Limits: Eastbound and westbound Irvine Center Drive between Valley Oak Dr and Laguna Canyon Dr
Closure Limits: Eastbound and westbound Irvine Center Drive between Muller and Scientific

Irvine Center Drive

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1
Fridays	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1
Saturdays	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N
Sundays	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N

Legend:
1 - Provide at least one (1) lane open in each direction of travel on Culver Drive and Irvine Center Drive.
N - No lane closure allowed

REMARKS:
1. The Closure starts with the first cone down and ends with the last cone picked up.
2. No closure signs shall be exposed to public traffic more than 15 minutes before or after a closure, except as otherwise indicated in the special provisions.
3. Construction safety zone guidelines shall apply at all times.
4. Traffic control and traffic control devices shall be in accordance with the latest edition of MUTCD and WATCH.

CHART NO. 2B

Lane Closure Chart
Traffic Control - Pavement Slurry Seal
Lane Requirements

City: Irvine
Closure Limits: Northbound Culver Drive between Bryan Ave and Tivoli

Culver Drive

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Fridays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Saturdays	N	N	N	N	N	N	N	N	N	2	2	2	2	2	2	2	2	N	N	N	N	N	N	N	N
Sundays	N	N	N	N	N	N	N	N	N	2	2	2	2	2	2	2	2	N	N	N	N	N	N	N	N

Closure Limits: Westbound Florence between Matera and Rosenblum

Florence

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Fridays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Saturdays	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N
Sundays	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N

Legend:
1 - Provide at least one (1) lane open in each direction of travel on Florence
2 - Provide at least two (2) lane open in each direction of travel on Culver Drive
N - No lane closure allowed

REMARKS:
1. The Closure starts with the first cone down and ends with the last cone picked up.
2. No closure signs shall be exposed to public traffic more than 15 minutes before or after a closure, except as otherwise indicated in the special provisions.
3. Construction safety zone guidelines shall apply at all times.
4. Traffic control and traffic control devices shall be in accordance with the latest edition of MUTCD and WATCH.

CHART NO. 3A

Lane Closure Chart
Traffic Control - Median Removal/Modification
Lane Requirements

City: Irvine
Closure Limits: Eastbound and westbound Towngate between Hallmark and Crosspointe

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	
Fridays	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	
Saturdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Sundays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	

Legend:
1 - Provide at least one (1) lane open in each direction of travel on Towngate
N - No lane closure allowed

REMARKS:
1. The Closure starts with the first cone down and ends with the last cone picked up.
2. No closure signs shall be exposed to public traffic more than 15 minutes before or after a closure, except as otherwise indicated in the special provisions.
3. Construction safety zone guidelines shall apply at all times.
4. Traffic control and traffic control devices shall be in accordance with the latest edition of MUTCD and WATCH.

CHART NO. 3B

Lane Closure Chart
Traffic Control - Slurry Seal
Lane Requirements

City: Irvine
Closure Limits: Eastbound and westbound Towngate between Hallmark and Crosspointe

From Hour to Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Fridays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Saturdays	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	
Sundays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	

Legend:
1 - Provide at least one (1) lane open in each direction of travel on Towngate
N - No lane closure allowed

REMARKS:
1. The Closure starts with the first cone down and ends with the last cone picked up.
2. No closure signs shall be exposed to public traffic more than 15 minutes before or after a closure, except as otherwise indicated in the special provisions.
3. Construction safety zone guidelines shall apply at all times.
4. Traffic control and traffic control devices shall be in accordance with the latest edition of MUTCD and WATCH.

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 (24**) twenty-four** PCMS. PCMS shall be in place a minimum of two (2) weeks prior to start of construction.

Approximate locations of the PCMS are as follows:

a) Culver Drive, south of Farwell Avenue (northbound lanes)
b) Culver Drive, north of Farwell Avenue (southbound lanes)
c) Culver Drive, south of Florence Avenue (northbound lanes)
d) Culver Drive, north of Florence Avenue (southbound lanes)
e) Irvine Center Drive, west of Odyssey (eastbound lanes)
f) Irvine Center Drive, east of Odyssey (westbound lanes)
g) Irvine Center Drive, west of Tesla (eastbound lanes)
h) Irvine Center Drive, east of Tesla (westbound lanes)
i) Rockfield Boulevard, south of Oldfield (northbound lanes)
j) Rockfield Boulevard, north of Oldfield (southbound lanes)
k) Sand Canyon Avenue, south of Towngate (northbound lanes)
l) Sand Canyon Avenue, north of Towngate (southbound lanes)
m) Farwell Avenue, east of Culver Drive (westbound)
n) Farwell Avenue, west of Culver Drive (eastbound)
o) Florence Avenue, east of Culver Drive (westbound)
p) Florence Avenue, west of Culver Drive (eastbound)
q) Odyssey, north of Irvine Center Drive (southbound
r) Odyssey, south of Irvine Center Drive (northbound)

s) Tesla, north of Irvine Center Drive (southbound)

t) Tesla, south of Irvine Center Drive, (northbound)

u) Oldfield, east of Rockfield Boulevard (westbound)

v) Oldfield, west of Rockfield Boulevard (eastbound)

w) Towngate, east of Sand Canyon Avenue (westbound)

x) Towngate, west of Sand Canyon Avenue (eastbound)

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** 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 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

REVISE as follows:

SECTION 700 - MATERIALS

700-1 GENERAL. *MODIFY to ADD the following:*
The City maintains a Traffic Signal Qualified Product List (QPL) included in Section 700-6 of the Special Provisions. The Engineer shall not be precluded from sampling and testing products on this list. The manufacturer of the product on the QPL shall furnish the Engineer a Certificate of Compliance in accordance with subsection 4-1.5 "Certificate of Compliance" of the Special Provisions for each type of material supplied.

Requests for substitutions shall be in accordance with subsection 4-1.6 "Trade Names or Equals" of the Standard Specifications and the Special Provisions.

700-1.1 Equipment List and Drawings. *Add the following subsection*

Equipment list and drawings of electrical equipment and material shall conform to the provisions in Section 86-1.04, "Equipment List and Drawings," of the State Standard Specifications and these Special Provisions as well as the Section 103 and the Section 104.

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, and mounted on the cabinet door, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.

The Contractor shall furnish a maintenance manual for all controller units, auxiliary equipment, and vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing. The maintenance manual shall include, but need not be limited to, the following items:

a) Specifications
b) Design characteristics
c) General operations theory
d) Function of all controls
e) Block circuit diagram
f) Geographical layout of components
g) Schematic diagrams
h) List of replaceable component parts

700-3.5 Conduits.
700-3.5.4 Rigid Non-Metallic Conduit. *DELETE in its entirety and SUBSTITUTE with the following:*
Rigid non-Metallic conduit shall conform to the requirements of the UL Standard for Rigid Non-Metallic Conduit, Publication UL651 and UL 651B, and the State Standard Specifications Section 86-2.05A "Type-3". Rigid non-metallic conduit connections shall

be of the solvent weld type. Unless otherwise indicated, the minimum trade size and type of conduit shall be as indicated in the table below:

Size	Schedule	Usage
4”	80*	Signal wiring, interconnect*
4”	40	Signal wiring, interconnect
3”	80*	Service wiring, primary pole entry, interconnect between intersections*
3”	40	Service wiring, primary pole entry, interconnect between intersections
2 ½”	80*	DLC cables*
2 ½”	40	DLC cables
2”	40	Type 1 pole entry, pedestrian push button poles

* Schedule 80 conduit shall be used for all conduit installed beneath roadways, driveways and when installed in foundations.

700-3.7 Pull Boxes. *DELETE 3rd, 4th, and 5th paragraphs and SUBSTITUTE with the following:*
See *City of Irvine Standard Plan* TS-2 for installation.

Traffic signal wiring and interconnect boxes shall be 18” deep, No. 6 size (17½-inch x 30½-inch lid), per the State Standard Plans plan ES-8A, with a lightweight polymer lid and “TRAFFIC SIGNAL” marking, unless otherwise noted on the plans.

Electrical service boxes shall be No. 5 size (13¾-inch x 23¼-inch lid), per the State Standard Plans plan ES-8A, with a lightweight polymer lid and “EDISON” marking.

Communications electrical boxes and primary signal wiring boxes, for storage of wire and cable adjacent to traffic signal cabinets, shall be B40 size (23 7/8 -inch x 35 ½ – inch lid) with a lightweight polymer lid and “TRAFFIC SIGNAL” marking.

The Contractor shall coordinate with Southern California Edison for location of service handholes and install per their requirements.

700-3.10 Services. *DELETE the last paragraph and SUBSTITUTE with the following:*
Services enclosures shall conform to the Irvine Traffic Signal Standard Plan TS-7A, shall be from a manufacturer listed on the QPL.

a) Color: The service enclosure shall be powder coated beige: color number FS20475, Federal Standard 595C with a gloss level of 60 or higher.

b) Circuits: The service shall provide for the following circuits using independent breakers:

    1. Main breaker capacity: 100-amp

    2. Metered circuits shall be provided for IP-CCTV (15-amp), Communications equipment (15-amp), LED luminaire (15-amp), as well as one spare breaker (15-amp).

3. Six (6) outlet power strip to be mounted on plywood board to allow for equipment power.

ADD:

700-3.10.1 Battery Backup System (BBS). Service enclosure assemblies shall include an Agency approved BBS. The system shall consist of bypass switch, Power Transfer Relay, BBS inverter, and batteries as shown in the City of Irvine Traffic Signal Standards Plan TS-7. Approved batteries and required cabling shall be provided with the BBS system. BBS components shall be from a model approved on the Irvine Traffic Signal QPL.

700-4.4 High Pressure Sodium Luminaires. *DELETE in its entirety and SUBSTITUTE with the following:*
High pressure sodium luminaires are not permitted for new or modified installations. Only LED luminaires are permitted, see the QPL for LED luminaires.

700-4.7.2 Photoelectric Control Units. *DELETE e) and SUBSTITUTE with the following:*
e) Housed in the service enclosure.

700-4.7.3 Contactor. *DELETE in its entirety and SUBSTITUTE with the following.*
The contactor shall have contacts rated to switch the specified lighting load. The contact configuration shall be “normally open” unless otherwise specified in the Special Provisions. The contactor shall be the solid state type. No mercury type contactors will be allowed. The contactor shall have a minimum rating of 30A, per contact, inductive load.

700-5.3 Conductors and Cable.

700-5.3.1 General. *DELETE Sign Lighting and Grounded and Common in TABLE 700-5.3.1 and SUBSTITUTE with the following:*

Circuit	Signal Phase Or Function	Identification			Size
		Insulation Colors		Band Symbols	
		Base	Stripe		
Sign Lighting	Ungrounded Line	Orange	White	NBR	14
Grounded and Common	Sign Lighting	White	Orange	NBR	14

700-5.3.4 Fiber Optic Cable.

700-5.3.4.1 General. *MODIFY to ADD the following:*
Optical fiber shall be manufactured by Corning per Agency supplied QPL:

700-5.3.4.3 Construction. *DELETE in its entirety and SUBSTITUTE with the following:*

The fiber optic cables shall be constructed as shown on the Irvine Traffic Signal Standards Plan TS-3

700-5.3.4.5 Identification. *MODIFY to ADD the following:*
Fiber optic cables must have “Corning Optical Cable” or “Corning Optical Fiber” on the labeling to identify the cable or optical fiber manufacturer.

700-5.4 Controllers.

ADD:
700-5.4.1.1 Signal Control Cabinet Assembly. The signal control cabinet assembly shall include the following components:

a) Traffic Signal controllers as defined in subsection 700-5.4.4.6 of these Specifications

b) Detection and isolation subsystem as defined in subsection 700-5.4.4.7 of these Specifications

c) Load control subsystem as defined in subsection 700-5.4.4.8 of these Specifications

d) Power distribution subsystem as defined in subsection 700-5.4.4.9 of these Specifications

e) Signal monitor unit as defined in subsection 700-5.4.4.10 of these Specifications

f) Fiber Interconnect Unit (FIU) as defined in subsection 700-5.4.4.11 of these Specifications

g) Fiber Optic Splice Canister as defined in subsection 700-5.4.4.11 of these specifications

h) Communications data network as defined in subsection 700-5.4.4.12 of these Specifications

i) Retractable document storage tray below the controller

j) Call input test panel as defined in subsection 700-5.4.4.13 of these Specifications

k) Removable manual control pushbutton with coiled cable

l) Front and rear door florescent lighting (downward reflectorized) with door-actuated switches

700-5.4.3.4 Aluminum Cabinets. *MODIFY to ADD the following:*
The traffic signal controller assembly shall be an Irvine ATMS 332L as defined herein and in accordance with the Irvine Traffic Signal Standards Plan TS-9C.

Interior and exterior cabinet surfaces shall be powder coat finished in a beige: color, color number FS20475, Federal Standard 595C with a gloss level of 60 or higher.

ADD:

700-5.4.4.5 Contactor. The power distribution assembly shall utilize a solid state type contactor. No mercury type contactors will be allowed. The contactor shall have a minimum rating of 50A, per contact, inductive load.

ADD:

700-5.4.4.6 Controller Unit. The Irvine traffic signal controller unit shall be as specified in the plans or model L controller as defined in the 2009 TEES. The controller unit shall be from a manufacturer approved on the QPL. The 2070E controller shall include 2070-1C CPU, 2070-3B (8-line) display, 2070-4A power supply, 2070-2A I/O
Firmware: The 2070E 1C module shall be delivered pre-loaded with Econolite ASC3 firmware (current version), unless otherwise specified in the project specifications. A client site license certificate shall be provided with each controller.

All installations shall include a factory produced category 5e network 3-foot cable to interface the traffic signal controller to the communications network switch.

ADD:

700-5.4.4.7 Detection and Isolation Subsystem.
Input Files: Irvine ATMS 332L signal control cabinets shall include two input file assemblies. Each input file shall be a TEES 332L standard, 14-channel unit with PC backplane, from a manufacturer approved on the QPL under the “Model 332L Cabinets” section. The input file slots shall be allocated and labeled as shown on the Irvine Traffic Signal Standards Plan TS-9C.

Detectors and Isolators: Inductive loop detectors shall be Model 222, two channel units. DC isolators shall be Model 242, two channel units. AC isolators shall be Model 252, two channel units. Detectors and isolators shall be from a manufacturer approved on the most recent SQPL under the respective sections or as amended by the QPL.

ADD:

700-5.4.4.8 Load Control Subsystem. Output and auxiliary files: Irvine ATMS signal control cabinets shall include one TEES 332L standard, 12-position output file and one 6-position auxiliary file. The load control subsystem shall be fully populated with sixteen (16) Model 200 Switch Packs and all relays. Switch Packs shall be compatible for use with a model 2010 SMU with plus features activated (PDC SSS-86-3 or equivalent). All load control subsystem components shall be from a manufacturer approved on the QPL. The output and auxiliary file slots shall be labeled for phase and function.

ADD:

700-5.4.4.9 Power Distribution Subsystem. The main power distribution assembly shall be a TEES 332L standard PDA No. 2L unit. The PDA No. 2L shall be populated with two (2) Model 204 flashers and a high efficiency (>80% at ½ load) Model 206L or 206G power supply. All power distribution subsystem components shall be from a manufacturer approved on the most recent SQPL under the “Model 206L Power Supply Module” sections or as amended by the QPL.

ADD:

700-5.4.4.10 Signal Monitor Unit. Agency approved models are listed on the QPL.

ADD:

700-5.4.4.11 Fiber Optic Interconnect Unit. Cabinet assemblies shall include a Fiber Optic Interconnect Unit (FIU) to provide for termination of fiber optic cable. The FIU shall be assembled from components listed on the QPL, unless otherwise specified in the project plans. The exact quantities of components required shall be defined by the fiber charts provided by the Agency before signal turn-on. The FIU shall interface with the Fiber splice canister via a drop cable.

The splice canister shall be assembled from components listed on the QPL, unless otherwise specified in the project plans. The exact quantities of components required shall be defined by the fiber charts provided by the Agency before signal turn on.

ADD:

700-5.4.4.12 Communication Data Network. Agency approved models are listed on the QPL herein.

ADD:

700-5.4.4.13 Call Input Test Panel. A call input test panel shall be installed at the uppermost position of the signal control cabinet rack, above the controller, facing the front. The panel shall include 12 tactile push button switches with ¼ inch minimum diameter head, one for each vehicle and pedestrian input phase. The panel shall be labeled to indicate the phase and function of each button. The push buttons shall be wired to the appropriate output terminals on the back of the input files, actuating the primary vehicle and pedestrian call inputs for each phase. An in-line Molex connector shall be installed in the cabinet wiring harness within 12 inches of the panel to allow removal without cutting conductors.

700-5.5 Traffic Signal Faces and Fittings. *MODIFY to ADD the following:*
Traffic signal faces and fittings shall conform to:

a) State Standard ES-4D

b) State Standard Plan RSP ES-4E

700-5.5.11 Circular Light Emitting Diode (LED) Signal Modules. *MODIFY to ADD the following:*
Agency approved models are listed on the QPL.

700-5.6.2.5 Housing. *DELETE in its entirety and SUBSTITUTE with the following:*
Housing shall conform to:

a) State Standard Plan ES-4B
b) Pedestrian heads shall be clamshell side-mount Types SP-1-T, SP-2-T or top-mount TP-1-T.

700-5.6.6 Pedestrian Signal Sections. *DELETE in its entirety and SUBSTITUTE with the following:*
Agency approved models are listed on the QPL.

700-5.8 Detectors.
700-5.8.2 Inductive Loop Detectors. *MODIFY to ADD the following:*
Inductive loop detection shall be utilized only for advance detection on all new traffic signals. Modifications involving replacement of less than 50% of existing presence (limit line) detection loops may retain inductive loop detectors unless otherwise shown on the plans.

700-5.8.2.2 Sensor Units. *MODIFY to ADD the following:*
a) ATMS cabinet applications shall use TEES standard Model 222 sensor units.
b) Type-P cabinet applications shall use Model 262-FC sensor units.

700-5.8.2.3 Conductors. *MODIFY to ADD the following:*
Irvine Inductive loop installations shall use only Type 2 loop wire and Type B lead-in cable (DLC).

ADD:

700-5.8.4 Video Detectors.
700-5.8.4.1 General. The term “video detection system” shall be defined as a complete installation consisting of one or more video cameras, one or more video processors, extension modules and Input/ Output (I/O) modules, a remote communications module, LCD display monitor, configuration device, mounting hardware, cabling, and any required interfacing equipment, providing the detection of vehicles and bicycles solely from visual image information.

Where temporary detection is required due to road construction activity or extended overhead wiring, video detection shall be installed before construction commences to ensure continuous operation of the presence detection. After construction, any temporary camera systems shall be removed or the entire intersection presence detection shall be converted to permanent video detection per the above specifications. Partial video detections will not be accepted unless approved by the Engineer. All temporary wired/wireless hardware shall become property of the Agency after wired conversion is completed.

700-5.8.4.2 System Components. Agency approved models are listed on the QPL. Intersections approaches with a minimum of three through lanes or a distance greater than 36’ from the lane line between the through and the left turn lane line and the far right most curb and gutter in the direction of travel shall require 2 video detection cameras. One camera will be mounted on the Luminaire arm as shown in TS-9F. The second camera will be mounted on the mast arm as shown inTS-9F

700-5.9 Pedestrian Push Button Assemblies. *MODIFY to ADD the following:*
Note: Traffic signal modifications shall match installed equipment by make and model. If the system cannot be matched, the entire system shall be replaced.

All signalized intersections shall have ADA compliant pedestrian and bicycle push buttons as specified below:

a) PPB: New or modified pedestrian push buttons (PPB) shall be ADA compliant Accessible Pedestrian Signals (APS). The sign plates shall be per California MUTCD sign specifications.

b) BPB: New or modified bicycle push buttons (BPB) shall be ADA compliant, non-vibratory, Type B. The sign plates shall be with directional arrow and per California MUTCD sign specifications.

c) Special: When applicable, provide special height push buttons for equestrian trail street crossings.

d) ADA requirements: The pedestrian push button assembly shall be mounted such that the center of the PPB cap is located per ADA regulations or one meter (40”) from the ground. Bicycle push buttons, and any other non-vibratory buttons, shall have a 2-inch diameter, stainless steel, ADA compliant push button caps.

e) The pushbutton must be within accessible reach range of a level landing for use from a wheelchair.

Agency approved models are listed on the QPL.

ADD:

700-5.10 Closed Circuit Television (CCTV). Video/ power circuit cable shall be POE utilizing 24AWG, shielded, solid core, Category 5e cable. Data connection installation between POE and communications switch shall include factory produced category 5e network cable to interface the IP-CCTV to the communications network switch. Existing CCTV cables may not be CAT5E.

Agency approved IP-CCTV equipment is listed on the QPL.

ADD:

700-5.11 Internally Illuminated Street Name Signs (IISNS). Internally Illuminated Street Name Sign (IISNS) fixtures shall be 18-inch height and 72-inch or 96-inch length. Sign construction shall conform to State Standard Specifications Section 86-6.09 and State Standard Plan ES-7P for Type A signs, except as noted below. Agency approved manufacturers are listed on the QPL.

Fixtures shall have two street name panels with 3M™ Scotchlite™ Series 4090 Diamond Grade DG³ reflective sheeting. Lettering background overlay shall be 3M™ ElectroCut™ Film Series 1179 (Brown). Panels shall be covered with a UV protective, clear acrylic plastic film. Panels shall have aluminum frames compatible with approved fixtures. Design specifications for the IISNS panels are shown on the City of Irvine Traffic Signal Standards Plan TS-5.

Text font shall be “Highway Gothic, Series E,” (8" upper case and 6" lower case). Letter spacing (kerning) shall be 100%. Each panel shall have only one street name in a single line of text, unless otherwise approved by the Engineer.

When opposing approaches have different street names, unique street name panels shall be used for each side of the intersection. The unique street name panel shall contain an arrow for the associated street.

Street names placed on signs shall be approved through the City Planning Department before panels are ordered and installed.

Type IV photoelectric control shall be provided on each IISNS fixture.

The IISNS shall be illuminated by a solid-state high flux/high output ultra-high brightness white LED light engine panel.
Agency approved models are listed on the QPL.

ADD:

700-5.12 Emergency Vehicle Preemption (EVP).

700-5.12.1 General. Emergency Vehicle Preemption (EVP) shall include encoded phase selectors, optical detectors, optical detector cable, card racks, and any wiring harnesses required to interface the phase selectors to the traffic signal cabinet to actuate the controller and monitor phase green status.

700-5.12.2 Components. Agency approved models are listed on the QPL.

700-5.12.3 Warranty. At time of installation, the manufacturer shall warrant the system has been properly installed and is ready for operation. All component parts of the system shall be warranted to be free from workmanship and/or material defects during the first five (5) years from the date of shipment from the manufacturer. The system shall include an additional five-year maintenance coverage plan, providing repair or replacement at a fixed deductible charge to the Agency, for a total of ten (10) years of product coverage.

ADD:

700-5.13 Lighted Crosswalks. Agency approved models are listed on the QPL.
All signs and In-Roadway Warning Light (IRWL) units shall comply with current MUTCD requirements.

Lighted crosswalk systems shall provide an audible message when the crosswalk system is activated.

The system shall use ADA compliant push buttons, installed as defined in 700-5.9 “Push Button Assemblies” of these Specifications.
Conduits and pull boxes shall conform to 700-3.5 “Conduit” and 700-3.7 “Pull Boxes” of the Special Provisions.

ADD:

700-6 IRVINE TRAFFIC SIGNAL QUALIFIED PRODUCTS LIST.
700-6.1 General. Specific models listed on this Qualified Products List (QPL) are approved by the Agency. Equivalency requests for substitute products shall require submittal of specifications and/or samples, as deemed necessary by the Agency, to

determine interchangeability, interoperability, and/or compatibility with existing hardware and equipment. Submittals shall be required before use or installation of any material not specifically listed or defined in the Special Provisions. Materials not specifically listed in the QPL or Special Provisions by make and/or model shall comply with the characteristics defined in the Special Provisions or referenced base specifications.

Equipment equivalency submittals shall be coordinated with the City of Irvine Signal Operations and Maintenance lab**.** Such submittals will be reviewed for actual equivalency within 30 days of receipt and approved or declined by the Engineer. Submittal for equivalency shall not guarantee acceptance. Only accepted equipment, as specified herein, shall be allowable for field installation. Approval of equivalency shall be conveyed to the submitter through the Agency Representative in a written memo from the Engineer modifying the specifications herein.

700-6.2 Reference Specifications. Except as modified herein and on the Plans, Specifications, and Special Provisions all components shall conform, where applicable, to the following:

a) State of California Department of Transportation, Qualified Products Lists (SQPL)

b) State of California Department of Transportation, Transportation Electrical Equipment Specifications (TEES)

c) The MUTCD

700-6.3 Pre-Qualified Materials and Equipment. Materials and equipment listed in Table 700-6(A) have been pre-qualified for use in the City of Irvine. Where no specific make is specified, or to determine the standards for equivalency, refer to the Irvine Special Provisions sections listed in the reference column.

Table 700-6(A) Pre-Qualified Materials and Equipment

Material Type	Make	Model	Reference
Standards and Arms:			700-3.3
Conduit:			700-3.5
Pull Boxes:			700-3.7
#5 Box	Oldcastle/Christy	N30 Electrical Box	
	BES	C30 Electrical Box	
#5 Lid	Oldcastle/Christy	FL 30T	
	BES	PL30T	
#6 Box	Oldcastle/Christy	N36 Electrical Box	
	BES	C36 Electrical Box	

Material Type	Make	Model	Reference
#6 Lid	Oldcastle/Christy	FL36T	
	BES	PL36T	
B40/C40 Box	Oldcastle/Christy	N40 Electrical Box	
	BES	C40 Electrical Box	
B40/C40 Lid	Oldcastle/Christy	SYN2436T	
	BES	PL40T	
Electrical Service for ATMS 332L Cabinet:			700-3.10
	Myers Power Products	B.M. No. 518636E	
Electrical Service for Type-P Cabinet:			700-3.10
Left Utility Entrance	Myers Power Products	B.M. No. 518606E	
Right Utility Entrance	Myers Power Products	B.M. No. 518642E	
Side Mount BBS Cabinet			700-3.10.2
	Myers Power Products	B.M. No. 527341	
Communications/CCTV Cabinet			700-3.10.2.4
	Myers Power Products	B.M. No. 5051595 Irvine	
Battery Backup System:			700-3.10.2
	Myers	MP2000E	
Luminaires:			700-4.4
	Leotek	EC3-10M-MV-NW-3-GY-700-WL	
Conductors and Wiring:			700-5.3
Interconnect Cable:			700-5.3.3
60-Fiber Hybrid	Corning	060XU4-CP013D20	
12-Fiber SMF	Corning	012EU4-64701D20	

Material Type	Make	Model	Reference
Traffic Signal Cabinet Assembly:			700-5.4
	SQPL Approved	332L (With Irvine Modifications)	
Controller Unit and Firmware:			700-5.4.4.6
2070E	Siemens/Eagle		
2070E	Safetran		
ASC3	Econolite firmware	Version (latest)	
Input Files and Detector Units: SQPL			700-5.4.4.7
Output Files: SQPL			700-5.4.4.8
Load Switch Pack			700-5.4.4.8
	PDC	SSS-86-3	
Signal Monitor Unit:			700-5.4.4.10
	EDI	2010ECLip	
Fiber Optic Splice Canister:			700-5.4.4.4.11
Splice Canister	Corning	SCF-6C22-01	
Splice Tray		SCF-ST-099	
Fiber Optic Interconnect Unit:			700-5.4.4.11
Term Housing	Corning	CCH-02U	
MM Coupler Panel		CCH-CP12-15T	
SM Coupler Panel		CCH-CP12-19T	
Fan-Out Kit		FAN-BT25-06	
MM ST Connector		95-000-51	

Material Type	Make	Model	Reference
SM ST Connector		95-200-51	
Communication Data Network:			700-5.4.4.12
Ethernet Switch	Cisco	IE-3000-8TC	
FX Port Module		IEM-3000-8FM=	
Power Supply		PWR-IE3000-AC=	
Rack Mount		STK-RACKMNT-2955	
Vehicle and Pedestrian Signal Faces:			700-5.5
12”Red Ball	GE Lighting	DR6-RTFB-VLA	
	Dialight	433-1210-003XL	
	Leotek	TSL-12R-LX-IL6-A1	
12”Amber Ball	GE Lighting	DR6-YTFB-17A-VLA	
	Dialight	433-3230-901XL	
	Leotek	TSL-12Y-LX-IL6-A1	
12”Green Ball	GE Lighting	DR6-GTFB-VLA	
	Dialight	433-2220-001XL	
	Leotek	TSL-12G-LX-IL6-A1	
12”Red Arrow	GE Lighting	DR6-RTAAN-17A	
	Dialight	432-1314-001XOD	
	Leotek	TSL-12RA-IL6-A1	
12”Amber Arrow	GE Lighting	DR6-YTAAN-17A-YX	
	Dialight	431-3334-901XOD	
	Leotek	TSL-12YA-IL6-A1	
	GE Lighting	DR6-GTAAN-17A	

Material Type	Make	Model	Reference
12”Green Arrow	Dialight	432-2324-001XOD	
	Leotek	TSL-12GA-IL6-A1	
PED Module	GE Lighting	PS7-CFF1-26A	
	Dialight	430-6479-001X	
	Leotek	TSL-PED-16-CIL-9	
Detection Systems:			700-5.8
Video Detection Processor	Iteris	4ch Vantage Edge 2 with Smart Cycle.	
Video Detection Camera	Iteris	RZ-4 Advanced Wide Dynamic Range Camera	
Video Detection Communication Module	Iteris	Edge Connect	
Video Detection Extension Module	Iteris	Extension Module	
Push Buttons:			700-5.9
Accessible Pedestrian Station Approved by Agency for special locations	Polara	Navigator Push Button Station, 4-wire	
(New Construction)	Polara	Navigator Push Button Station, 2-wire	

Material Type	Make	Model	Reference
Closed Circuit Television (CCTV) System:			700-5.10
Camera	Axis	Q6045-E MkII	
Arm	Axis	T91A67 Pole Bracket T91B61 Wall mount	
Internally Illuminated Street Name Signs (IISNS):			700-5.11
Sign and enclosure	Nu-Art		
	McCain		
	National		
LED Light Engine	Illumecon	1072FGF for 6’ 1096FGF for 8’	
Emergency Vehicle Preempt (EVP) System:			700-5.12
Phase Selector	GTT Opticom	764	
2ch, 2 way	GTT Opticom	722	
2ch, 1 way	GTT Opticom	721	
1ch, 1 way	GTT Opticom	711	
Lighted Crosswalk System:			700-5.13
	Silicon Constellations		

SECTION 701 - CONSTRUCTION

REVISE as follows:

701-1 GENERAL. *MODIFY to ADD the following:*
The work shall conform to the following codes and standards:

a) California Administrative Code, Title 8, Chapter 4, subchapter 5

b) NEC

c) The State Standard Specifications and State Standard Plans, current editions

d) The MUTCD

ADD:

701.1.1 Equipment List and Drawings. Agency approved models are listed on the QPL.

701-4 DAMAGE TO EXISTING SYSTEMS.

ADD:

701-4.1.1 Traffic Detectors. Existing detection shall be maintained at all times during construction. In the event of unexpected damage by the Contractor or any of their subcontractors as determined by the City Representative, the Contractor shall commence repairs immediately. The Contractor shall replace and restore to operation any damaged detector (inductive loop or other) within ten days after damage occurs. If at any time damage to existing presence vehicle loop detection meets or exceeds 50%, video detection shall be installed for the entire intersection in accordance with the Special Provisions.

The City shall have the option to complete necessary repairs and charge the responsible Contractor for any associated repair costs, pursuant to Title 6-3-317 of the City Municipal Code.

701-8 FOUNDATIONS, FOUNDATION CAPS AND SLABS.

701-8.1 General. *After the last paragraph, ADD the following text*

Foundations shall conform to the provisions in Section 86-2.03, “Foundations,” of the State Standard Specifications and these Special Provisions. Portland cement concrete shall be Class B, or better, containing not less than 570 pounds of cement per cubic yard. Fly ash substitutes and/or admixtures shall not be permitted.

Prior to commencement of construction, Contractor shall physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA) or shown on the drawings. Contractor shall protect all such facilities from damage due to construction activities for the duration of the project. Contractor shall deliver a plan with the location of each potholed utility to the Engineer 4 weeks after NTP (notice to proceed). Repair of damage to such facilities shall be at the Contractor's expense and shall be considered

as integral to this item of work. Contractor shall be responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

Full compensation for potholing required shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed for potholing.

701-10 STANDARDS, PEDESTALS AND MAST ARMS.

701-10.1 General. *After the last paragraph, ADD the following text*

Standards, steel pedestals and posts shall conform to the provisions in Section 86-2.04, "Standards, Poles, Steel Pedestals and Posts", of the State Standard Specification and these Special Provisions. All poles and mast arms shall be new and matching in finished appearance.

In addition to identifying each pole shaft as detailed on ES-7B of the State Standard Plans, the Contractor shall also identify each mast arm for all signals and luminaires. The stamped metal identification tag shall be located on the mast arm near the butt end and shall contain the same information required by ES-7B.

701-11 PULL BOXES.

701-11.1 General. *MODIFY to ADD the following:*

a) Pull boxes shall not be installed in paved shoulder, roadway, in or within 1' of handicap ramps.

b) Pull boxes shall be installed in the sidewalk.

c) A grounding rod and lug shall be installed in each pull box per State Standard Specifications Section 86-2.10, providing connection for the #10 solid wire from the nearest pole.

d) Pull box covers shall not be bolted down.

e) The B-40 communications electrical box shall include a fiber optic cable splice canister to provide for splicing of fiber optic cable. The splice canister shall be the consolidation point for all fiber optic cables and the source of the drop cable for the traffic signal cabinet fiber interconnect unit (FIU).

f) All pull boxes shall be grouted with a 1-inch drain hole.

g) Pull box for traffic signal wiring and interconnect shall be No. 6 size, with a lightweight lid and "TRAFFIC SIGNAL" marking.

h) Pull box for electrical service shall be No. 5 in size, with a lightweight lid and "EDISON" marking.

i) Communications electrical boxes shall be C40 size with a lightweight polymer lid and "TRAFFIC SIGNAL" marking.

j) Maximum spacing between pull boxes is not to exceed 190 feet.

k) All pull boxes not in sidewalk shall be traffic rated boxes with a K2 marker adjacent to the box.

701-12 CONDUIT.
701-12.1 General. *MODIFY to ADD the following:*
Conduit types and sizes for each application shall be as specified in 700-3.5 “Conduit” of the Standard Specifications and these Special Provisions.

Unless otherwise indicated, the depth of the conduit shall be as indicated in the table below:

Location	Depth Requirement
Beneath Streets and Driveways	42” below finished surface or 6 inches below the deepest structural section
Back of Curb and Gutter	30” below top of curb.

If conduits cannot be installed at required depths: Conduits shall be installed at the maximum allowable depth and encased with a minimum of 9” of concrete. Conduits shall not be installed deeper than 66”.

All conduits crossing traffic lanes shall be bored or jacked unless otherwise approved by the Engineer.

All conduits shall include 1/4-inch nylon rope for future conductors.

701-13 WIRES, CONDUCTORS AND CABLES.
701-13.1 General. *MODIFY to ADD the following:*
The service feed from the service pull box to the electrical service shall have a tag at both ends identifying them as “City of Irvine Service Conductors”.

All individual conductors shall be labeled in the cabinet per NEMA numeric format. Conductor insulation colors and wire sizes shall be in accordance with the State Standard Specifications Section 86.2.08A, “Conductor Identifications,” except as required herein.

The conditions of this subsection shall apply to all new traffic signal installations and modifications where entire signal conductor legs are re-pulled.

New traffic signal field conductors shall be multi-conductor signal cable and individual wires as specified herein and in accordance with the State Standard Specifications Sections 86-2.08D, “Signal Cable,” and 86-2.08B, “Multiple Circuit Conductors.”

New traffic signal field conductors used for phase indications and buttons shall be State standard 12CSC, 5CSC, and 3CSC multi-conductor signal cable. IMSA cable shall not be utilized. Each signal cable shall be one continuous cable from the signal cabinet to the terminal block on the signal standard it services. No splicing of signal cable shall be permitted. The signal cables shall be labeled in each pull box, per the State Standard

Specifications Section 86-2.08D, and at the signal cabinet, indicating the signal standard to which it is connected.

Primary and secondary signal standards shall receive one 12CSC cable for vehicle and pedestrian indications and one 3CSC cable for each button circuit. An additional 5CSC cable shall be furnish and installed for each additional vehicle phase serviced by the pole. All 12 CSC cable conductors shall terminate on the terminal block. The 3CSC cables shall service the buttons directly. The 12CSC conductor utilization shall be in accordance with the State Standard Specifications Section 86-2.08D, with the black conductors reserved as spares. The 3CSC conductor utilization shall be: blue/black stripe for pedestrian buttons, blue/orange stripe for bike buttons, and white/black stripe for common.

Pedestrian signal standards shall receive one 5CSC and one 3CSC cable. The 5CSC cable shall service the pedestrian indication and the 3CSC cable shall service button circuits.

Conductors and cables shall be as defined in the State Standard Specifications Section 86-2.08 “CONDUCTORS AND CABLES” and the Special Provisions,

a) When new conductors are added to or existing conductors removed from an existing conduit, all conductors shall be removed. The conduit is to be cleaned and blown out to ensure it is free of obstructions and debris. All copper cables shall have 3’ -5’ coiled in each pull box to allow for servicing.

b) Each multi-conductor cable shall be one continuous cable from the signal cabinet to the terminal block on the signal standard it services. No splicing of multi-conductor cable shall be permitted.

c) All cables and conductors shall be neatly arranged and wire tied as necessary to give a neat finished appearance in all pull boxes, cabinets and termination points.

d) All cables are to be pulled by hand. Winches or power activated pulling equipment shall not be used in accordance with State Standard Specifications 86-2.05C.

e) All cables and conductors shall be pulled in the conduit as one unit per State Standard Specifications 86-2.09B.

701-13.2 Splices. *MODIFY to ADD the following:*
Splicing and termination of traffic signal conductors shall be pursuant to the State Standard Specifications Section 86-2.09D, “Splicing and Terminations*.” Line item 5 of the State Standard Specifications Section 86-2.09D shall not apply*.

Conductors for internally illuminated street name sign (IISNS) and Safety Lighting circuits may be spliced to branch the circuits as they progress around the intersection.

701-13.3 Bonding and Grounding. *MODIFY to ADD the following:*
Bonding and grounding shall conform to the provisions in Section 86-2.10, “Bonding and Grounding”, of the State Standard Specifications and these Special Provisions.

Bonding stranded No. 8 THNN shall be placed in all conduits throughout the intersection.

Bonding jumper shall be bare No. 8 copper conductor and shall be attached by a 3/16" or larger brass bolt in the signal standard or controller pedestal and shall be run to conduit, ground rod or bonding wire in adjacent pull box. Bonding jumper shall be visible after cap has been poured on the foundation.

701-14 SERVICES.
701-14.1 General. *MODIFY to ADD the following:*
The Contractor shall provide conduit, trench, and backfill for Southern California Edison (SCE) service from power source to the service equipment cabinet and then to controller cabinet.

The service cabinet shall have Photo Electric Unit to control all the LED IISNS and safety lighting.

The service enclosure assemblies shall include an agency approved Battery Backup System (BBS) in accordance with these Special Provisions.

The Contractor shall make all arrangements with SCE for service. The Contractor shall be responsible for all service details, permits, expenses, and scheduling far in advance of need. The City will sign the application for service.

The Contractor shall notify the Engineer in writing at least 15 calendar days in advance of the date on which they desire any service connections or disconnects to be made. The Contractor shall be entitled to no extension of time or other compensation for any delay to this operation resulting from his failure to give the prescribed notification.

It shall be the Contractor's responsibility to verify the location of and to make arrangements for and to pay for all costs to provide the necessary service connection for the traffic signal and lighting system.

701-14.3 Service in Vaults. *MODIFY to ADD the following:*
The copper service feed wires from the service pull box to the electrical service shall have an Agency furnished tag at both ends identifying them as "City of Irvine Service Conductors" to power company officials.

701-16 STREET LIGHTING CONSTRUCTION. *MODIFY to ADD the following:*
701-16.8 Luminaries. *ADD the following after the subsection title:*
Luminaires mounted to traffic signal standards shall have an in-line 5-amp fuse in a fuse holder (Tron HEB AA) within the pull box closest to the corresponding traffic signal pole foundation per the State Standard Specifications Section 86-2.09F, "Fused Splice Connectors."

Luminaires shall have a shorting cap unless shown otherwise on the plans.

701-17 TRAFFIC SIGNAL CONSTRUCTION
701-17.1 General. *MODIFY to ADD the following:*
Per the State Standard Specifications Section 86-1.07 "Scheduling of work", the initial turn on shall be made between the hours of 9:00 a.m. and 2:00 p.m. Turn on shall occur on any working day except Friday or the day preceding a legal holiday. Prior to

turn-on, all equipment as shown on the plans shall be installed and operable including pedestrian signals, pedestrian push buttons, vehicle detectors, communications to the ITRAC center, lighting, signs and pavement delineation. All louvers, visors and signal faces shall be directed to provide maximum visibility.

The Engineer shall be notified at least three working days prior to the intended traffic signal turn-on. The Contractor shall not proceed with the turn-on without the presence of the Engineer or his representative. The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the traffic signal controller cabinet manufacturer or his representative, present at the time of turn-on to verify operation of the equipment.

Pre-installation configuration and testing: Traffic signal cabinet assemblies, conflict monitor, controller, EVP, Edge connect cards, network communications switches, and IPCCTV system shall be delivered to the Agency lab as one complete shipment at least five (5) working days before installation for configuration and testing by Agency Representatives. The Agency lab is located at 6427 Oak Canyon Road, Building 3, Irvine, CA 92618. Delivery and pick-up of equipment for pre-installation testing can be coordinated through the Agency Representative.

The City of Irvine will provide the following support for new or modified intersection construction.

One (1) – Pre turn-on inspection
All equipment must be present, wired and operational with the exception of EVP. EVP equipment will be installed and tested as operational during the turn on process by the manufacture or representative.

One (1) – Turn-on inspection
Inspection shall be day of the turn on scheduled with the inspection team following guidelines set forth in State Standard Specifications Section 86-1.07

Any subsequent inspections will be charged by the hour at the contractors' expense.

701-17.3 Conduit. *DELETE in its entirety and SUBSTITUTE with the following:*

a) Conduits terminating within the pull box either from the bottom or side shall terminate no less than 1" above and no more than 2" above the slurry base within.

b) All new intersections shall include separate conduits for Signal Interconnect Cable (SIC) and signal wiring Detector Lead in Cable (DLC).

c) Sharing of the DLC and IP-CCTV wiring in the same conduits with SIC is allowed on intersection modifications where conduit fill is less than and will not exceed 40% upon completion.

d) The ends of all conduits shall have Carlon, or approved equal bell fittings with conduit sealing compound to prevent dirt and rock from entering conduit.

e) Existing underground conduit to be utilized for a new or modified system shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air to ensure structural integrity and cleanliness.

f) All interconnect conduits shall contain a No. 10 green insulated solid copper trace wire. All other conduits shall contain a bare, No. 8 solid copper bonding wire, which shall be soldered and crimped in each pull box per the State Standard Specifications Section 86-2.09D, and connected to the ground bar in the traffic signal cabinet.

g) All empty conduits for future conductors shall contain "mule tape" pull tape per the State Standard Specifications Section 86-2.05C.

h) All “Pot-holing” within the street to determine subsurface utility locations shall be back-filled and patched to the specifications on Irvine Standard Plan No. 223, “Utility Trench Repair.”

701-17.4 Wiring, Conductors, and Cables.
701-17.4.1 General. *MODIFY to ADD the following:*
The copper service feed wires from the service pull box to the electrical service shall have a tag at both ends identifying them as “City of Irvine Service Conductors” to power company officials.

When new conductors are added to or existing conductors removed from an existing conduit, all conductors shall be removed. The conduit is to be cleaned and blown out to ensure it is free of obstructions and debris. All copper cables shall have 3’ -5’ coiled in each pull box to allow for servicing.

Each multi-conductor cable shall be one continuous cable from the signal cabinet to the terminal block on the signal standard it services. No splicing of multi-conductor cable shall be permitted.

All cables and conductors will be neatly arranged and wire tied as necessary to give a neat finished appearance in all pull boxes, cabinets and termination points.

All cables are to be pulled by hand. Winches or power activated pulling equipment is not allowed per State Standard Specifications 86-2.05C.

All cables and conductors shall be pulled in the conduit as 1 unit per State Standard Specifications 86-2.09B

Whenever conductors or cables are installed or replaced in a conduit, the ends of the conduit shall have sealing compound applied to inhibit dirt and rock intrusion.

701-17.4.2 Conductor Splicing and Termination. *DELETE in its entirety and SUBSTITUTE with the following:*
Splicing and termination of traffic signal conductors shall be pursuant to the State Standard Specifications Section 86-2.09D, “Splicing and Terminations.” Line item 5 of the State Standard Specifications Section 86-2.09D shall not apply.

All individual conductors shall be labeled in the cabinet per NEMA numeric format. Conductor insulation colors and wire sizes shall be in accordance with the State Standard Specifications Section 86.2.08B, “Conductor Identifications,” except as required herein.

The conditions of this subsection shall apply to all new traffic signal installations and modifications where entire signal conductor legs are re-pulled.
New traffic signal field conductors shall be multi-conductor signal cable and individual wires as specified herein and in accordance with the State Standard Specifications Sections 86-2.08D, “Signal Cable,” and 86-2.08C “Circuit Conductors.”

New traffic signal field conductors used for phase indications and buttons shall be State standard 12CSC, 5CSC, and 3CSC multi-conductor signal cable. IMSA cable shall not be utilized. Each signal cable shall be one continuous cable from the signal cabinet to the terminal block on the signal standard it services. No splicing of signal cable shall be permitted. The signal cables shall be labeled in each pull box, per the State Standard Specifications Section 86-2.08D, and at the signal cabinet, indicating the signal standard to which it is connected.

Primary and secondary signal standards shall receive one 12CSC cable for vehicle and pedestrian indications and one 3CSC cable for each button circuit. An additional 5CSC cable shall be furnish and installed for each additional vehicle phase serviced by the pole. All 12 CSC cable conductors shall terminate on the terminal block. The 3CSC cables shall service the buttons directly. The 12CSC conductor utilization shall be in accordance with the State Standard Specifications Section 86-2.08D, with the black conductors reserved as spares. The 3CSC conductor utilization shall be: blue/black stripe for pedestrian buttons, blue/orange stripe for bike buttons, and white/black stripe for common.

Pedestrian signal standards shall receive one 5CSC and one 3CSC cable. The 5CSC cable shall service the pedestrian indication and the 3CSC cable shall service button circuits.

Conductors and cables shall be as defined in the State Standard Specifications Section 86-2.08 “CONDUCTORS AND CABLE.” Conductors for internally illuminated street name sign (IISNS) and Safety Lighting circuits may be spliced to branch the circuits as they progress around the intersection.

Additional conductors must be installed for audible pedestrian button systems, IP-CCTV, and emergency vehicle preemption systems. Please refer to subsections 700-5.9, 700-5.10 and 700-5.12 of these Special Provisions for additional conductor requirements of these systems.

When new conductors are added or existing conductors are removed from existing conduits, all existing conductors shall be removed per the State Standard Specifications Section 86-2.09B, “Installation.” The conduit shall be cleaned as provided in the State Standard Specifications Section 86-2.05C, “Installation.” Both old and new conductors, as shown on the plans, shall be pulled into the conduit as a unit, unless otherwise approved by the Engineer.

701-17.4.5 Fiber Optic Cable.

701-17.4.5.1 General. *MODIFY to ADD the following:*
Each multi-conductor cable shall be labeled in each pull box and at the signal cabinet per the State Standard Specifications Section 86-2.08D, indicating the signal standard to which it is connected.

Fiber optic cables must have “Corning Optical Cable” or “Corning Optical Fiber” on the labeling to identify the cable or optical fiber manufacturer. The color codes and order for tubes and fiber strands shall be as shown on the Irvine Traffic Signal Standards Plan TS-3.

Signal Interconnect Cable (SIC) shall be continuous and no splices will be allowed between cabinets.

SIC Pull Boxes: SIC conduit shall be installed in pull boxes using 45-degree, UL approved elbows. These elbows shall be placed as far apart in the pull box as possible, oriented in the direction of the cable, and offset to one side to facilitate cable pulling and coiling. Approximately 10-feet of SIC shall be coiled inside of each pull box.

Slack and Termination: A minimum of 50 feet of SIC slack shall be coiled and stored in the communications electrical boxes (B40BOX or No. 6 pull box) adjacent to the cabinet foundations at each end of a run. SIC shall be terminated in the traffic signal cabinet and splice canister in the B40 Box per the City of Irvine Traffic Signal Standards Plans TS-10A and TS-10B. When re-terminating existing SIC, sufficient cable slack shall be pulled from adjacent pull boxes to allow for terminations. If necessary, the slack will be obtained from as many pull boxes in the run required to re-terminate the cable to specifications.

Cleaning: Prior to any termination or splicing of fiber optic cables, buffer tubes, fibers, etc. shall be cleaned with an acceptable industry cleaning agent to remove any gel or flooding materials used in the cable structure. Cabinet and surrounding area shall be cleaned of any debris and or gel flooding once termination procedure is completed.

Installation and Testing: Fiber optic SIC shall be installed, spliced, terminated, and tested in accordance with NECA/FOA 301-2009 standards. These standards are available for purchase from the National Electrical Contractors Association Web site at: https://www.necanet.org/store/search-results/?keyword=NECA/FOA 301-2009 standards. This includes pre-installation and post installation testing of the cable.

a) Pre-installation testing shall be performed on all fibers using an Optical Time-Domain Reflectometer (OTDR) to confirm no existing damage to the existing cable. The Contractor shall perform such testing on-site prior to completing termination in the communication cabinet.

b) Post-installation testing of all terminated fibers shall be performed using launch cables at both ends as specified in NECA/FOA 301-2009 Annex B.3. The Contractor shall perform such testing on-site after all termination and splicing work is completed.

Test results: Test results, in the form of pre-installation test data and post-installation OTDR traces, shall be provided to the Agency Representative in a bound hard copy format along with the electronic file and appropriate viewing software, for review and

approval after installation and splicing/termination work are completed. The pre-installation test results shall be in the form of a spreadsheet detailing the length and loss/kft for each fiber as well as the parameters used for testing. The post-installation OTDR traces shall clearly show each continuous fiber, the connectors on each end, and the loss for each event. An Agency representative shall approve the test results before final acceptance.

The B-40 communications electrical box shall include a fiber optic cable splice canister to provide for splicing of fiber optic cable. The splice canister shall be the consolidation point for all fiber optic cables and the source of the drop cable for the traffic signal cabinet fiber interconnect unit (FIU). The splice canister shall be assembled from components listed on the Irvine Traffic Signal QPL, unless otherwise specified in the project plans. The exact quantities of components required shall be defined by the fiber charts provided by the Agency before signal turn on.

Existing communication systems shall be maintained at all times during construction. In the event of damage by the Contractor or any of his subcontractors as determined by the Engineer, the Contractor shall commence repairs immediately. Repairs to damaged signal interconnect cable (SIC) shall be completed within 10 working days. The City shall have the option to complete necessary repairs and charge the responsible Contractor for any associated repair costs, pursuant to Sec. 6-3-317 of the City Municipal Code.

701-17.5 Signal Heads.
701-17.5.1 General. *MODIFY to ADD the following:*
All 1A pole mounted traffic signal heads shall be Type TV-1-T or TV-2-T, and pedestrian heads shall be clamshell side-mount Type SP-1-CS or top-mount TP-1-T. Vehicle and pedestrian heads shall be visible from all normal operational directions, without obstructions.

701-17.6 Detectors
701-17.6.1 General. *MODIFY to ADD the following:*
Side Street Detection: Where a single phase is used on a side street approach, and both through (right turn) and left turn lanes are present, the left turn lane shall use phase 3 and/or 7 detection channels to facilitate future independent left turn phasing. Left turn lane detection shall output to the associated through phase.

Side Street Right Lane Presence: To facilitate right turn delay functionality in the 2070 controller, the 5 phase 4 and 5 phase 8 channels shall be exclusively used to serve the right-most stop bar detection loops on side street approaches. These detection channels shall not be combined with any other presence channels.

Single Lane/No Advance: Where a side street has only one lane of traffic, and no advance detection is installed, the loop configuration will consist of four Type-E loops or video detection zones. The front pair, closest to the stop bar, shall use channels 5 phase 4 or 5 phase 8 and be configured for delay capability as noted above. The back pair, farthest from the stop bar, shall use channels 4 phase 4 or 4 phase 8, configured as standard presence detection.

701-17.6.3. Inductive Loop Detectors.
701-17.6.3.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

Inductive loop detection shall be utilized only for advance detection on all new traffic signals. Modifications involving replacement of less than 50% of existing presence (limit line) detection loops may retain inductive loop detectors unless otherwise specified in project plans or at the direction of the Engineer.

All detection loops shall be 6-foot-diameter Type E installed per the State Standard Plans ES-5A and ES-5B using Type 2 loop wire, unless otherwise approved by the Engineer. Elongated, oval shaped, loops may be installed to accommodate lanes over 12 feet in width.

Detector loops shall be installed in a saw-cut slot with a minimum of 3-inches depth below the finished pavement surface but shall not exceed six (6) inches in depth below the finished surface, with a minimum 2-inches of sealant covering the loop wires (Irvine Traffic Signal Standards Plan TS-8A). All detection loops shall be sealed with hot melt adhesive. Residue resulting from slot cutting operations shall be removed from the pavement surface. Any sealant outside of the slots shall be removed in such a manner as to leave a clean, finished appearance.

Obtain approval for exact loop location prior to final placement. Perform preliminary striping layout prior to loop detector layout. Loop detectors shall be 6-foot diameter round loops with 10-foot spacing between adjacent loops in the same lane, except as noted on the plans. Center loops in the traveled portion of the lane except as shown on the plans.

Where two or more loops are to be on one channel of detection, or to a single DLC, the loops shall be connected in series.

ADD:

701-17.6.3.1.1 Presence Loops. Presence Loops (less than 50% replacement): There shall be a maximum of two through loops for each presence detection channel. (Irvine Traffic Signal Standards Plans TS-8A, TS-8D, and TS-8E). For each through lane up to 12 feet in width, there shall be two, 6-foot diameter loops placed ten feet apart, in the direction of travel. The Engineer shall approve all other loop sizes. Each presence loop shall have 3 turns.

Presence Loop Placement (less than 50% replacement): All presence loops shall be installed with the leading edge positioned one foot before the limit line, or the stop bar, in the direction of travel. All presence loop home run detection wires shall be located ahead of the loops, within the crosswalk. The left-turn lanes shall have four loops, with the front two loops and the back two loops on separate DLC's (Irvine Traffic Signal Standards Plan TS-8A).

ADD:

701-17.6.3.3.2 Advance Loops. Advance detection loops shall be a single loop per lane with one DLC per loop. Each advanced loop shall be assigned to a separate detection channel. Each advance loop shall have four turns where the total length of the DLC is less than 500 feet; otherwise, five turns are required.

ADD:

701-17.6.3.3.4 Conductors. Conductor and cables shall be identifiable per State Standard 86-2.08B and labeled per State Standard 86-2.08D

ADD:

701-17.6.4 Video Detectors. The term “video detection system” shall be defined as a complete installation consisting of one or more video cameras, one or more video processors, extension modules and Input/ Output (I/O) modules, a remote communications module, LCD display monitor, configuration device, mounting hardware, cabling, and any required interfacing equipment, providing the detection of vehicles and bicycles solely from visual image information.

701-17.6.4.1 Temporary Video Detection
Where temporary detection is required due to road construction activity or extended overhead wiring, video detection shall be installed before construction commences to ensure continuous operation of the presence detection. After construction, any temporary camera systems shall be removed and the entire intersection presence detection shall be converted to permanent video detection per the above specifications. All temporary wired/wireless hardware shall become property of the Agency after wired conversion is completed.

ADD:

701-17.8 Closed Circuit Television (CCTV) System.
701-17.8.1 Approved Traffic Signal Location. All new traffic signal installations on any roadway shall include, as part of the standard safety systems, the installation of CCTV camera equipment, MPEG CCTV transmission equipment, and any additional wiring or hardware required to support an operational CCTV system. This requirement shall apply unless otherwise specified by the Engineer. The approved location for new CCTV camera installations at traffic signals shall be the primary pole farthest from the traffic signal cabinet corner, unless otherwise specified by the Engineer.

701-17.8.1.1 Installation. The IP-CCTV system shall be installed per details on Irvine Traffic Signal Standards Plan TS-6, “IP-CCTV System Mounting and Placement.” All new or modified IP-CCTV systems shall be installed per Irvine Traffic Signal Standards Plan TS-11A (ATMS cabinets) or TS-11B (Type P cabinets). Service connections shall be provided inside the camera arm access cover. The service connections shall have sufficient slack to be removed from the cover for usage, inspection, and repair.

All new traffic roundabout or traffic circle installations on any roadway shall include, as part of the standard safety systems, the installation of IP-CCTV camera equipment, IP-CCTV and any additional wiring or hardware required to support an operational IP-CCTV system. The approved location for the IPIP-CCTV camera installation shall be on a Type 15TS pole and be on the outer perimeter of the roundabout or traffic circle, unless otherwise specified by the Engineer.

701-17.8.1.2 Power. Power is provided by manufacture supplied POE injector.

701-17.8.2 Approved Roundabout Location. All new traffic roundabout or traffic circle installations on any roadway shall include, as part of the standard safety systems, the installation of IP-CCTV camera equipment. and any additional wiring or hardware required to support an operational IP-CCTV system. The approved location for the IP-

CCTV camera installation shall be on a Type 15TS pole and be on the outer perimeter of the roundabout or traffic circle, unless otherwise specified by the Engineer.

701-17.8.2.1 IP-CCTV Installation. IP-CCTV systems shall be installed per Section 700-5.10 Closed Circuit Television (IP-CCTV) and per details on Irvine Traffic Signal Standards Plan TS-7A “IP-CCTV Communications / Service Meter Cabinet”.

701-17.8.2.2 Communication Cabinet. Communication cabinet shall be with TBS terminal block, AC neutral ground bus and an equipment ground bus.

a) Communication cabinet components shall include, but not limited to:
    1) Fiber Interconnect Unit (FIU) wall mounted
    2) Communications data network
    3) Manufacture supplied POE power supply

701-17.8.2.3 Communication Cabinet Foundation. Communication cabinet shall be installed as shown in the Irvine Signal Standard Plan TS-7A.

701-17.8.2.4 Electrical Service. Services enclosures shall conform to the Irvine Traffic Signal Standard Plan TS-7A, shall be from a manufacturer listed on the Irvine Traffic Signal QPL, and shall have the following characteristics:

a) Service conduit shall conform to the requirements of the serving utility and shall not be less than 3 inches in diameter.

b) Rating: NEMA 3X enclosure and UL listed assembly

c) Construction: Aluminum

d) Type: Myers B.M. # 5051595Irvine

e) Color: The service enclosure shall be powder coated beige: color number FS20475, Federal Standard 595C with a gloss level of 60 or higher.

f) Circuits: The service shall provide for the following circuits using independent breakers:

    1) Main breaker capacity: 100-amp

    2) Metered circuits shall be provided for IP-CCTV (15-amp), Communications equipment (15-amp), Street light (15-amp), as well as one spare breaker (15-amp)

    3) Six (6) outlet power strip to be mounted on plywood board to allow for equipment power

701-17.8.2.5 Communication Equipment. Communication equipment shall be provided per provisions of Section 700-5.4.4.11 Fiber Optic Interconnect Unit and Section 700-5.4.4.12 Communication Data Network.

701-17.8.2.6 Transmission Equipment. The transmission equipment shall be installed and tested for operation by the Contractor to the satisfaction of the Agency Representative before acceptance of the system. Irvine Traffic Signal Standards Plans TS-11A and TS-11B depict typical communication systems installations, including the MPEG encoder unit. MPEG units shall be delivered to the Agency lab at least five (5) Working Days before installation for testing and programming by City personnel as described in 701-17.1 of the Special Provisions.

ADD:

701-17.9 Emergency Vehicle Preemption (EVP) System. The encoded phase selector shall be a Global Traffic Technologies (GTT) model 764 with a model 768 auxiliary interface panel wired for green inputs.

The optical detectors shall consist of the following models.

a) GTT 722 Opticom™ Detector: Receives Optical signals from two directions and outputs two discrete electrical signals.

b) GTT 721 Opticom™ Detector: Receives Optical signals from two directions and outputs a single electrical signal.

c) GTT 711 Opticom™ Detector: Receives Optical signal from a single direction and outputs a single electrical signal.

When installing an EVP system in a Type P cabinet, the Contractor shall furnish and install a GTT model 760 card rack and all necessary electronics, wiring and devices required to interface with the traffic signal controller and the detector units in the controller cabinet. The Contractor shall also install an additional, city furnished, shelf in the Type P cabinet to accommodate the GTT model 760 card rack, where the existing detection shelf does not have sufficient space.

The EVP shall be installed in accordance with manufacturer supplied documentation. The encoded phase selector shall be installed in the input file slots J-11 (A, B) and J-12 (C, D) for ATMS applications.

EVP Channel	Vehicle Phase	Controller Channel
Channel A	Phases 2,5	3
Channel B	Phases 6,1	4
Channel C	Phases 4,7	5
Channel D	Phases 3,8	6

The circuits from the optical detectors to the phase selectors shall use GTT model 138 optical detector cable. These circuits shall carry power to the optical detector from the phase selector and carry the optical detector signal to the phase selector.

701-18 TESTING.
701-18.1 General. *ADD the following text*

Inspection and testing shall conform to the provisions in Section 86-2.14C, "Functional Testing," of the State Standard Specifications and these Special Provisions. During the test period, the City shall maintain the system or systems. The cost of any maintenance shall be at the Contractor's expense, including damage by public traffic, but excluding electrical energy. The cost of maintenance will be deducted from any monies due, or to become due the Contractor.

The 6th paragraph in Section 86-2.14C, "Functional Testing," of the State Standard Specifications is amended to read:

> "Shutdown caused by damage by public traffic shall constitute discontinuity of the functional test. Power interruption shall not constitute discontinuity of the functional test."

All reference to State testing facilities or laboratories shall be interpreted as the City designated testing facility. However, State Testing procedures referred to shall remain in effect. All costs for testing of equipment shall be included in the contract lump sum price.

The Contractor shall provide for shop testing of the fully assembled controller prior to field installation. The cabinet and controller shall be shop tested by a City designated testing facility.

Upon finalization of testing, Contractor shall submit to the City Engineer certification of final acceptance for approval.

The Contractor shall provide in his bid, funds to provide "field test" service by a qualified field engineer to be provided by the equipment supplier. A minimum of four (4) hours of on-site testing shall be provided exclusive of required travel time. A representative from the City shall be present during all testing procedures.

701-21 MEASUREMENT AND PAYMENT. *ADD the following section*

Payment for **TRAFFIC SIGNAL MODIFICATION** will be made at the contract unit price per **Lump Sum (LS)** for each location and will be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, including but not limited to removing existing signal poles, controller cabinets, signal indications, and removing foundations, relocating equipment as indicated on the plans, installing new traffic signal appurtenances and controller, controller and service cabinets, signal poles and foundations, signal heads and equipment, LED safety lighting luminaires, audible pedestrian systems (APS), conduit, conductors, pull boxes, EVP system components, video detection systems, CCTV systems, providing and maintaining temporary traffic signal systems, pull box modifications and adjustments, removal and replacement of concrete sidewalk and landing areas, curb and gutter, removal and replacement of ADA access ramps, removal and replacement of asphalt pavement/base material, and installation of ADA truncated domes as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefore.

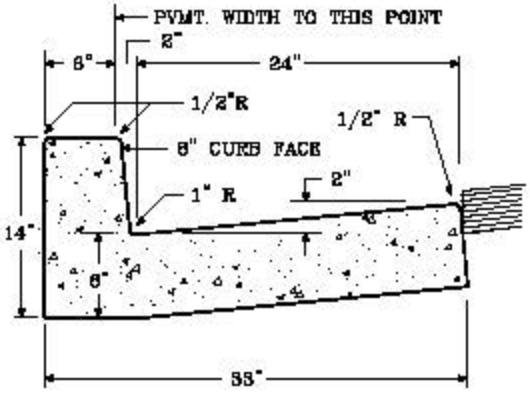
APPENDIX A

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.

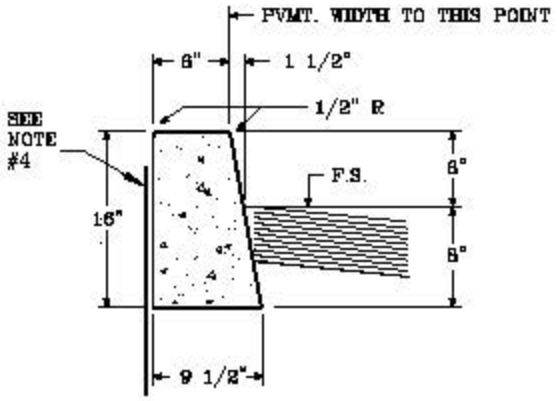
	AGENCY:	STD. PLAN NO.:	DESCRIPTION:
1	City of Irvine Public Works	200	Concrete Curbs and Gutters
2	City of Irvine Public Works	201	Sidewalk Detail
3	City of Irvine Public Works	202	Curb Return Details
4	Standard Plans for Public Works Construction	133-3	Asphalt Concrete Pavement Replacement
5	City of Irvine Public Works	TS-2	Traffic Signal Pull Boxes
6	City of Irvine Public Works	TS-4	Accessible Pedestrian System Installation
7	City of Irvine Public Works	TS-5	Illuminated Street Name Sign Panels
8	City of Irvine Public Works	TS-6	CCTV System Mounting and Placement
9	City of Irvine Public Works	TS-7	Type IIB Service/BBS Details
10	City of Irvine Public Works	TS-8B	Traffic Signal Video Detection Details
11	City of Irvine Public Works	TS-8C	ATMS 332L Detector Schedule
12	City of Irvine Public Works	TS-9A	ATMS Cabinet Foundations
13	City of Irvine Public Works	TS-9B	ATMS 332L Cabinet Placement
14	City of Irvine Public Works	TS-9C	ATMS 332L Cabinet Layout
15	City of Irvine Public Works	TS-9F	Video Detection Camera Mounting
16	City of Irvine Public Works	TS-11A	ATMS Cabinet Communication
17	Caltrans	ES-4A	Electrical Systems (Signal Heads and Mountings)
18	Caltrans	ES-4C	Electrical Systems (Vehicular Signal Heads and Mountings)
19	Caltrans	ES-4D	Electrical Systems (Signal Mounting)
20	Caltrans	ES-4E	Electrical Systems (Signal Faces and Emergency Vehicle Detector Mounting)
21	Caltrans	ES-7A	Electrical Systems (Signal and Lighting Standard Type TS and Pedestrian Push Button Post)
22	Caltrans	ES-7B	Electrical Systems (Signal and Lighting Standard, Type 1)
23	Caltrans	ES-7C	Electrical Systems (Signal and Lighting Standard, Case 1)
24	Caltrans	ES-7F	Electrical Systems (Signal and Lighting Standard, Case 4)
25	Caltrans	ES-7M	Electrical Systems (Signal and Lighting Standard, Detail No. 1)
26	Caltrans	ES-7N	Electrical Systems (Signal and Lighting Standard, Detail No. 2)

27	Caltrans	ES-7O	Electrical Systems (Signal and Lighting Standard, Detail No. 3)
28	Caltrans	ES-7P	Electrical Systems (Internally Illuminated Street Name Sign)
29	Caltrans	ES-7R	Electrical Systems (Signal and Lighting, Misc. Attachment)



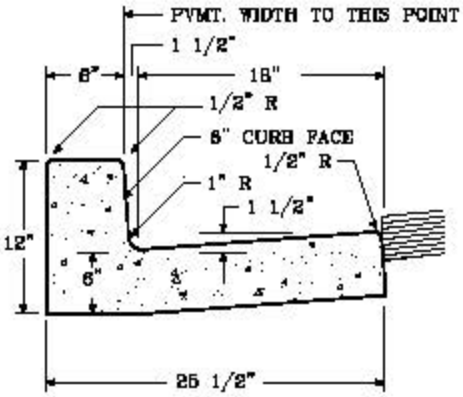
CONC. PER L.F. = .0645 CU. YDS.
1 CU. YD. = 15.5 L.F.

TYPE "A-2"



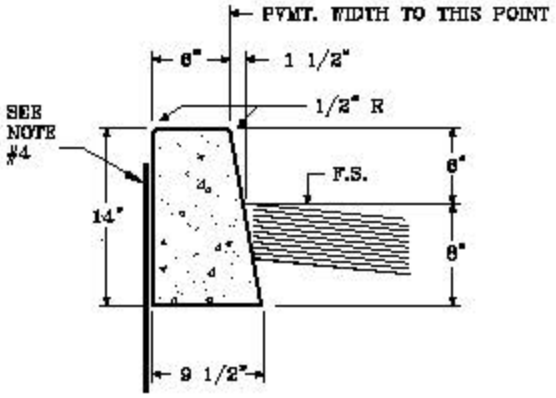
CONC. PER L.F. = .0319 CU. YDS.
1 CU. YD. = 31.3 L.F.

TYPE "B-8"



CONC. PER L.F. = .0506 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.

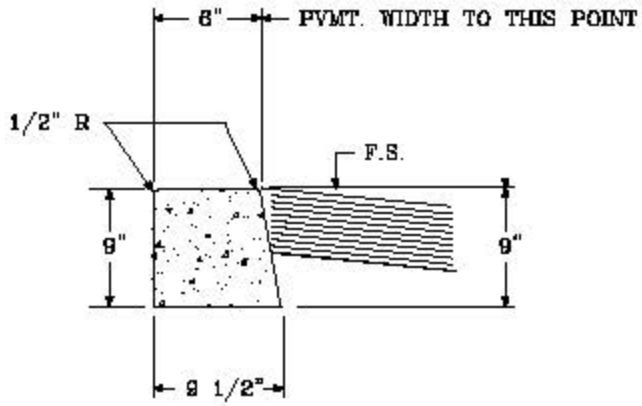
TYPE "B-6"

CONCRETE CURBS AND GUTTERS

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

STD. PLAN 200



CONC. PER L.F. = .0181 CU. YDS.
1 CU. YD. = 82.1 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.

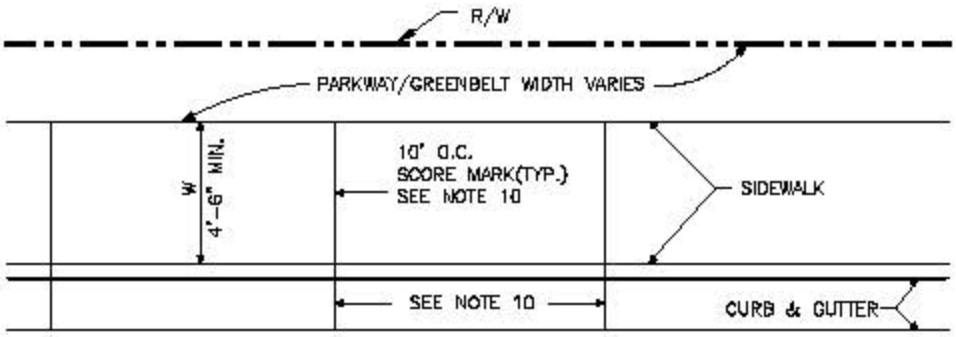
CONCRETE CURBS AND GUTTERS

STD. PLAN 200

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

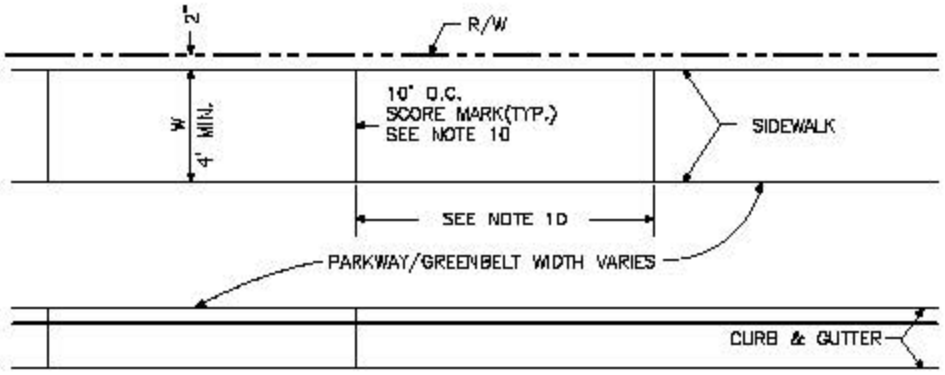
AUGUST 2013
DATE

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.



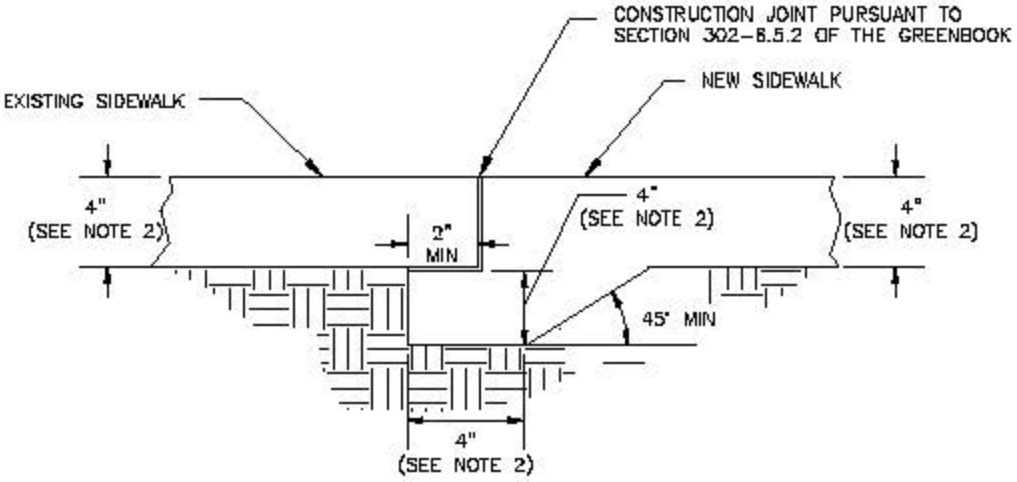
SIDEWALK DETAIL

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

STD. PLAN 201

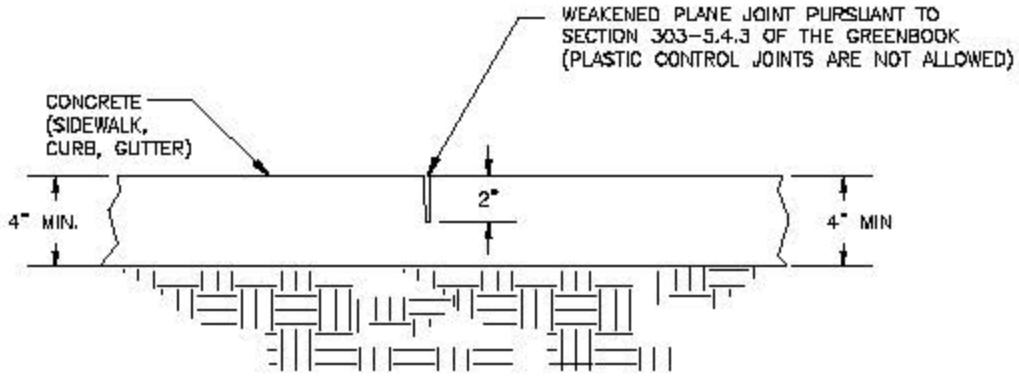
SIDEWALK CONSTRUCTION JOINT DETAIL



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



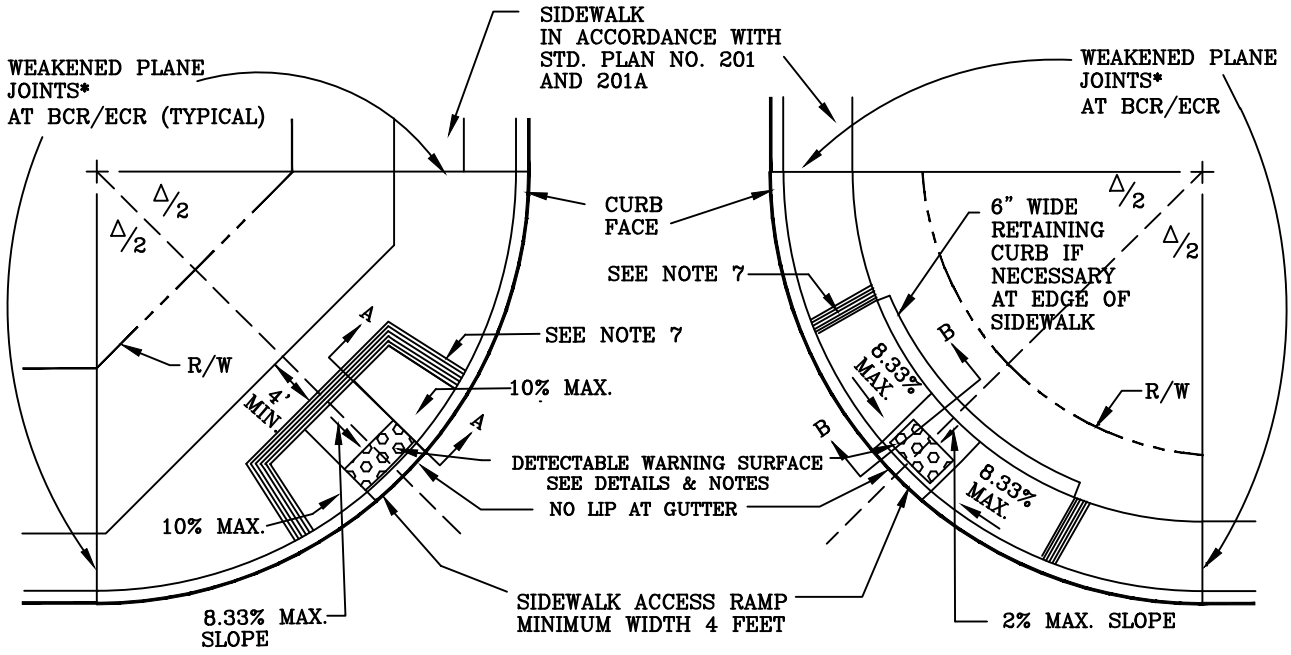
SIDEWALK DETAIL

STD. PLAN 201

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

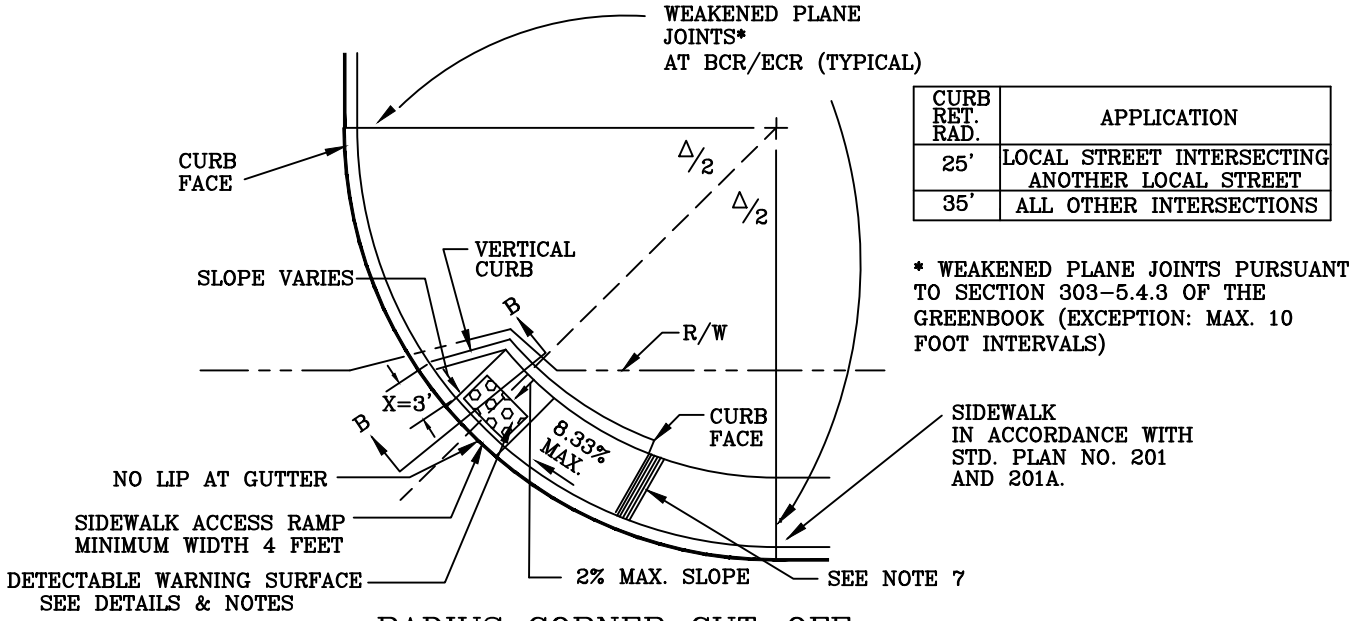
AUGUST 2013
DATE

CITY OF IRVINE
PUBLIC WORKS



STRAIGHT CORNER CUT–OFF

RADIUS CORNER CUT–OFF
TYPE I–A



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)

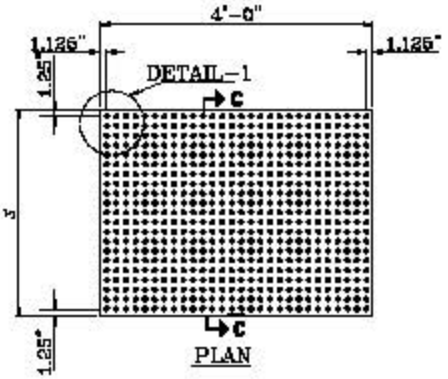
RADIUS CORNER CUT–OFF
TYPE I–B

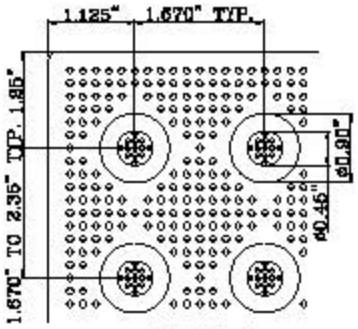
CURB RETURN DETAILS

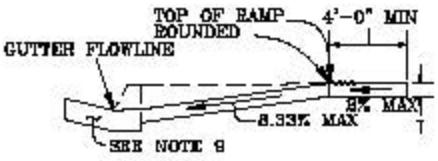
MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

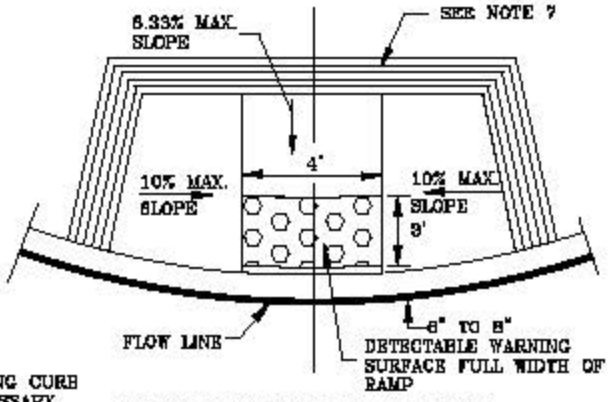
AUGUST 2013
DATE

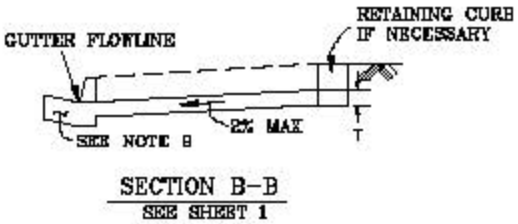
STD. PLAN 202

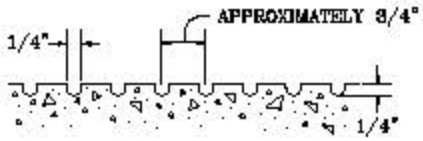












CURB RETURN DETAILS

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

STD. PLAN 202

NOTES:

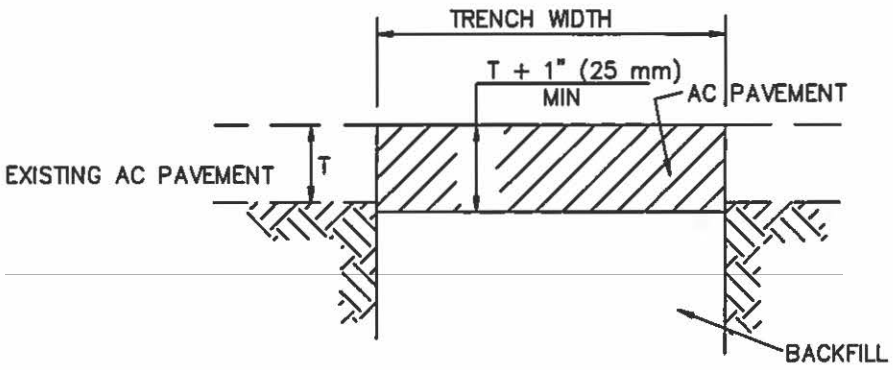
1. STRAIGHT CORNER CUT-OFF CURB RETURN TYPE SHALL BE USED AT ANY ARTERIAL INTERSECTION OR STREET/DRIVEWAY INTERSECTION WITH AN ARTERIAL HIGHWAY OR ANY INTERSECTION THAT IS SIGNALIZED.
2. STRAIGHT OR RADIUS CORNER CUT-OFF MAY BE USED AT LOCAL TO LOCAL STREET INTERSECTIONS.
3. ALTERNATIVE DESIGNS FOR SIDEWALK 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.adatile.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

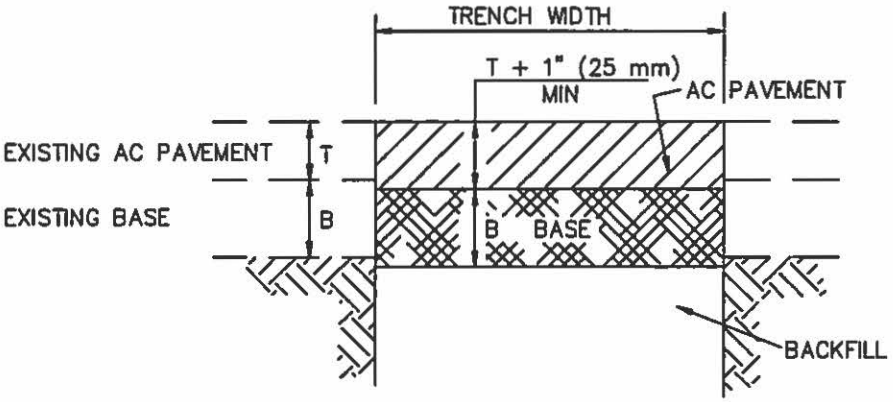
MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

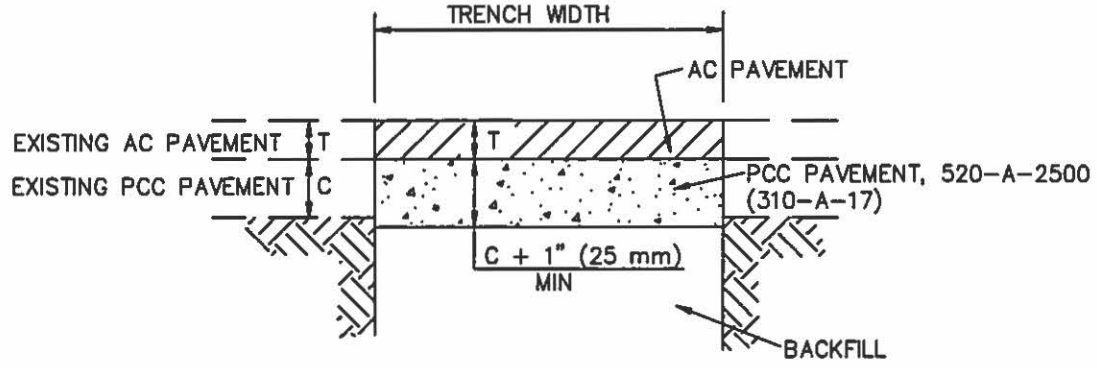
STD. PLAN 202



CASE I – WITHOUT BASE



CASE II – WITH BASE



CASE III – AC PVMT ON PCC PVMT

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 2005, 2009	**ASPHALT CONCRETE PAVEMENT REPLACEMENT** USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN **133-3** SHEET 1 OF 2

NOTES:

1. BACKFILL AND DENSIFICATION SHALL CONFORM TO SSPWC 306-1.3.

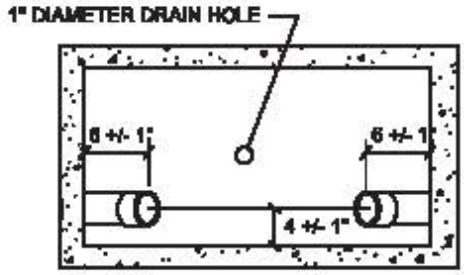
3. TEMPORARY RESURFACING SHALL BE PLACED PER SSPWC 306-1.5.1.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
ASPHALT CONCRETE PAVEMENT REPLACEMENT	133-3
	SHEET 2 OF 2

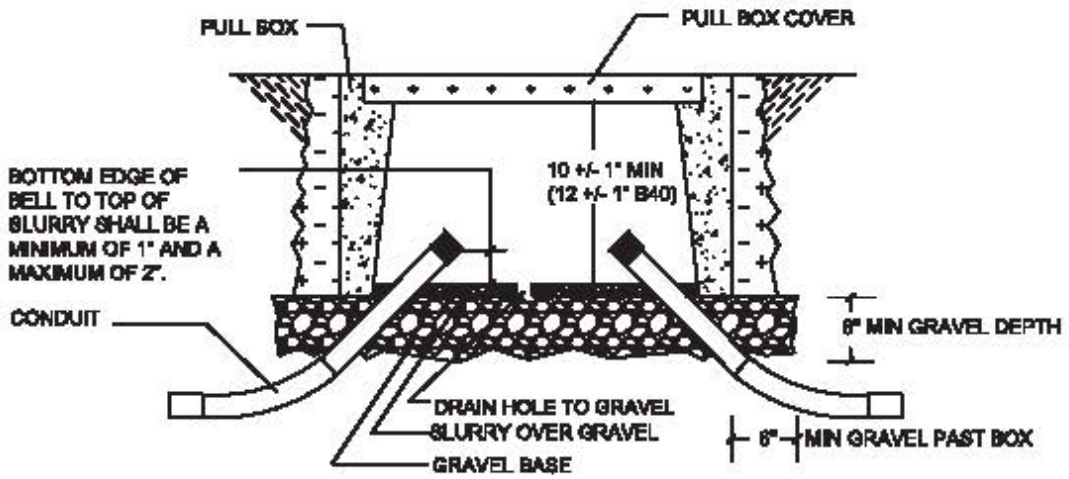
CITY OF IRVINE
PUBLIC WORKS

MODIFIES CALTRANS STANDARD PLAN ES-8A

TOP VIEW



SIDE VIEW



1. INTERCONNECT PULL BOXES ARE TO BE NO. 6, EXCEPT FOR THE C40 ELECTRICAL BOX ADJACENT TO THE COMMUNICATION CABINET, PLACED NO GREATER THAN 400 FOOT INTERVALS, AND HAVE 45 DEGREE CONDUIT ELBOWS.
2. NO. 6 PULL BOXES SHALL HAVE FIBRELYTE COVERS. C40 PULL BOXES SHALL HAVE "LIGHTWEIGHT" POLYMER CONCRETE LID.
3. ALL PULL BOXES ARE TO BE MARKED "TRAFFIC SIGNAL" EXCEPT THE EDISON PULL BOX.
4. THERE SHALL BE A MINIMUM OF 10 INCHES (±1) OF VOID FROM TOP OF SLURRY TO THE BOTTOM OF THE COVER, IN A SINGLE STACK PULL BOX. B40 BOXES SHALL HAVE AN ADDITIONAL 2" SUMP.
5. GRAVEL BED SHALL BE 6" DEEP, BELOW PULL BOX AND EXTENDING 6" PAST THE OUTER EDGES IN ALL DIRECTIONS.
6. PULL BOX FLOOR SHALL HAVE CEMENT GROUT (MINIMAL SLOPE TO CENTER) COVERING BASE MATERIAL.
7. DRAIN HOLE SHALL ALLOW WATER TO DRAIN THROUGH GROUT TO GRAVEL BASE MATERIAL.
8. PULL BOXES SHALL BE INSPECTED FOR PROPER CONSTRUCTION PRIOR TO WIRE INSTALLATION.

TRAFFIC SIGNAL PULL BOXES

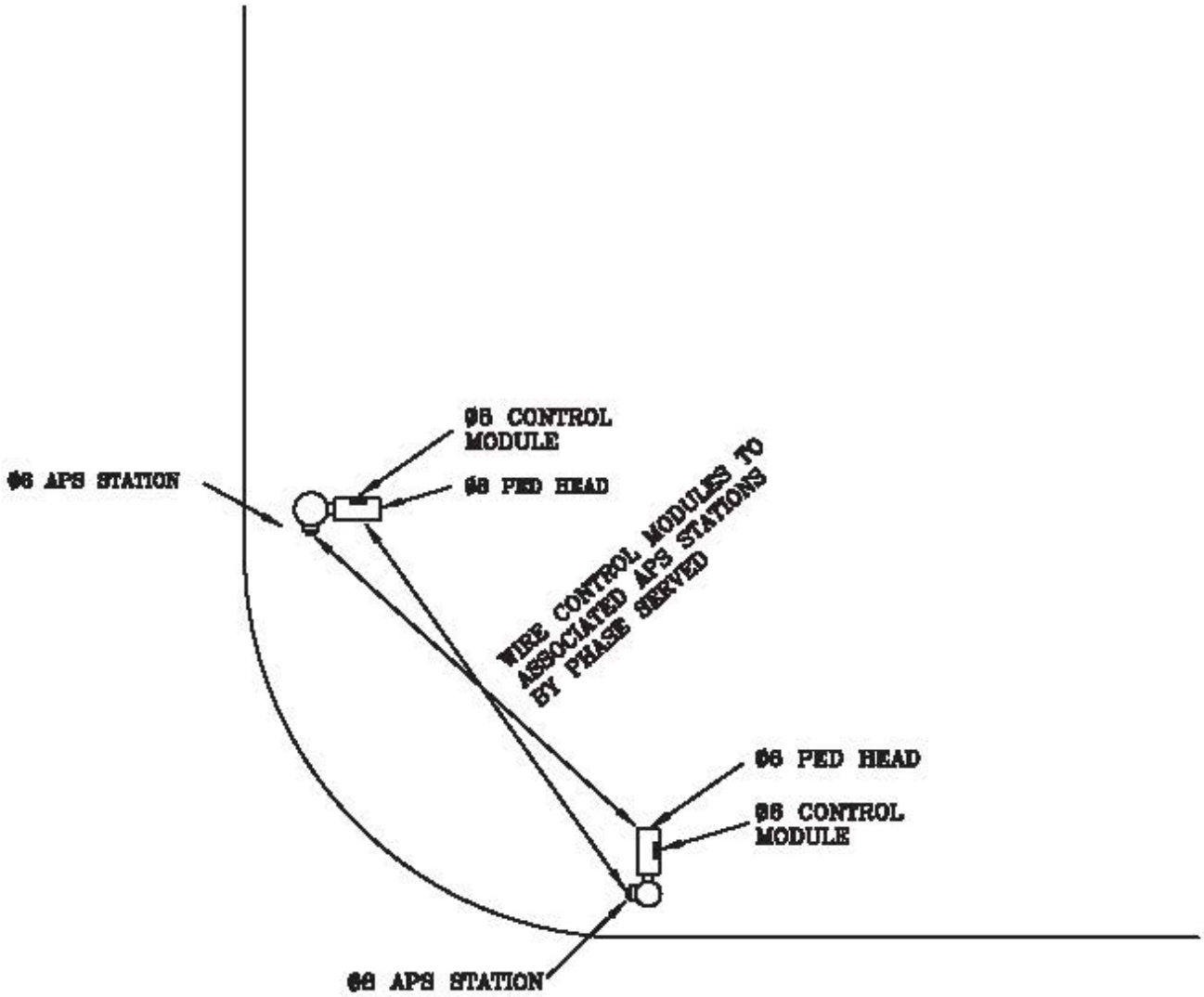
TS-2

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

DECEMBER 2015
DATE

SHEET 1 OF 1

CITY OF IRVINE
PUBLIC WORKS



NOTES:

1. ACCESSIBLE PEDESTRIAN SYSTEM (APS) SHALL BE FIELD WIRED MODELS UTILIZING PEDESTRIAN HEAD MOUNTED CONTROL MODULES.
2. SYSTEMS SHALL BE FROM THOSE APPROVED IN THE IRVINE TRAFFIC SIGNAL QPL.
3. A PROGRAMMER UNIT SHALL BE PROVIDED TO THE CITY WHEN REQUIRED FOR INSTALLATION.
4. APS SIGNS SHALL BE MUTCD COMPLIANT 9"X12".
5. NEW 2 WIRE SYSTEMS SHALL BE INSTALLED PER MANUFACTURERS GUIDLINES.

ACCESSIBLE PEDESTRIAN SYSTEM INSTALLATION

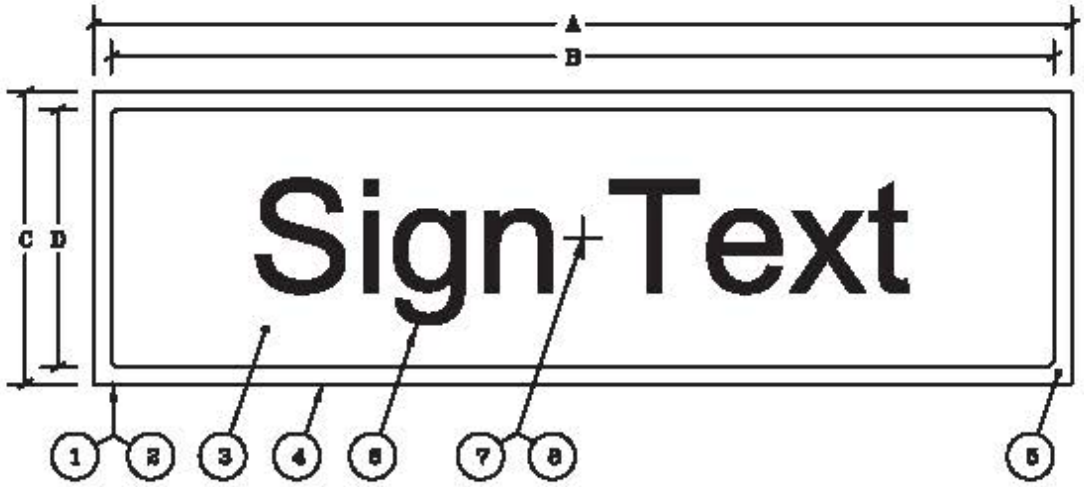
TS-4

SHEET 1 OF 1

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

CITY OF IRVINE
PUBLIC WORKS



	FIXTURE SIZE	
DIMENSION	6 FOOT	8 FOOT
A	72"	96"
B	69"	93"
C	18"	18"
D	15"	15"

• PANELS DIMENSIONS WITHOUT FRAME

1. PANELS SHALL BE CONSTRUCTED WITH 3M DG REFLECTIVE SHEETING, SERIES 4090.
2. PANELS AND FRAMING SHALL BE DESIGNED TO FIT THE ISNS FIXTURE DEFINED IN 700-5.11.
3. LETTERING BACKGROUND OVERLAY SHALL BE 3M ELECTROCUT FILM, 1179 (BROWN).
4. PANELS SHALL BE COVERED WITH A UV PROTECTIVE, CLEAR ACRYLIC FILM.
5. WHITE BORDER SHALL BE 1 INCH AROUND ALL EDGES OF PANEL.
6. TEXT SHALL BE HIGHWAY GOTHIC, SERIES E, WITH 8" UPPER CASE AND 6" LOWER CASE WITH 100% KERNING.
7. TEXT SHALL BE CENTERED VERTICALLY ON THE PANEL, RELATIVE TO THE UPPER CASE LETTERS.
8. TEXT SHALL BE CENTERED HORIZONTALLY ON THE PANEL.
9. SIGN PANELS SHALL HAVE ONLY ONE STREET NAME IN A SINGLE LINE OF TEXT.

ILLUMINATED STREET NAME SIGN PANELS

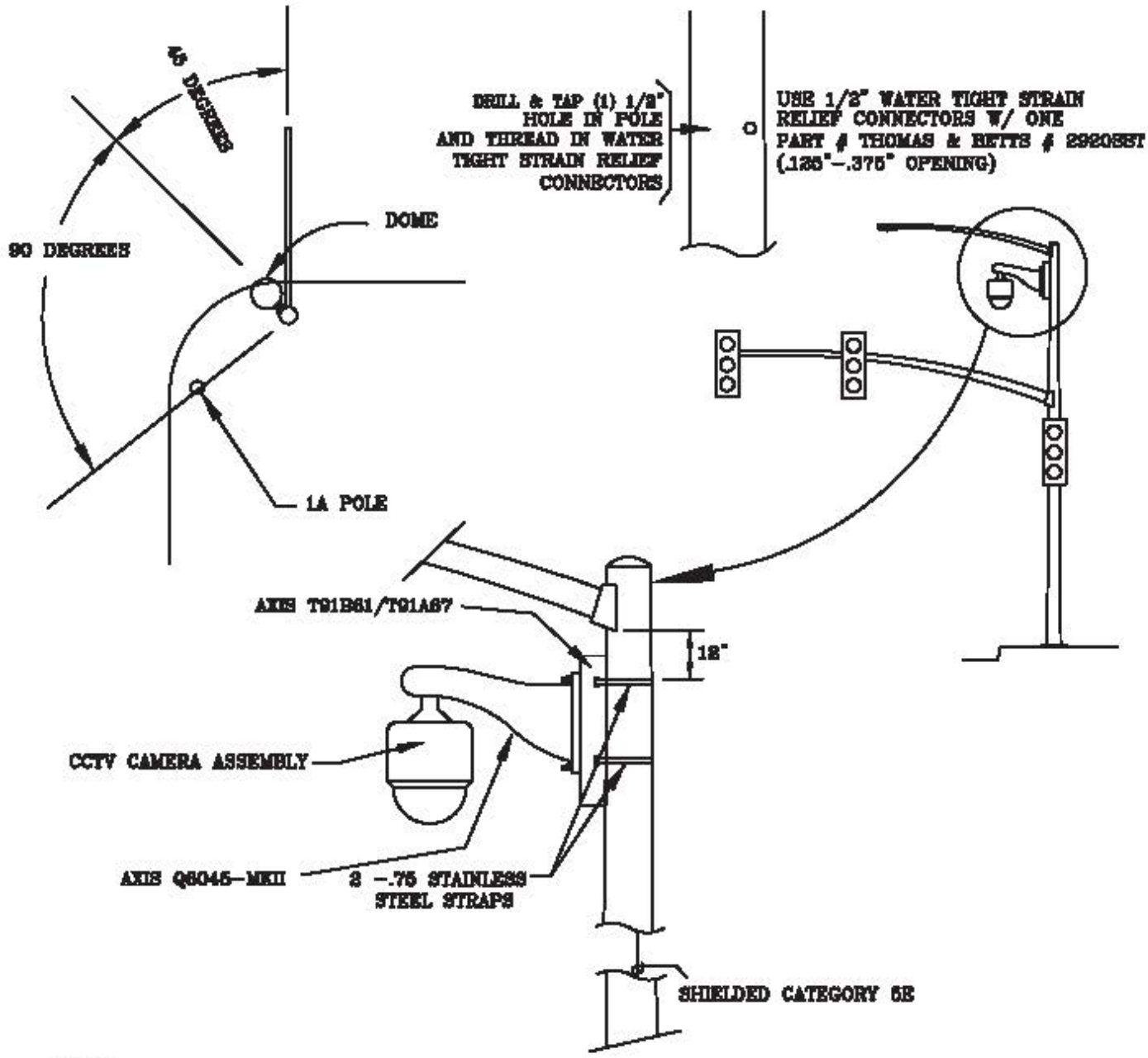
TS-5

SHEET 1 OF 1

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

CITY OF IRVINE
PUBLIC WORKS



NOTES:
1. POWER OVER ETHERNET (POE) INJECTOR WILL BE SELF MOUNTED WITHIN THE CONTROLLER CABINET.

CCTV SYSTEM MOUNTING AND PLACEMENT

TS-6

SHEET 1 OF 1

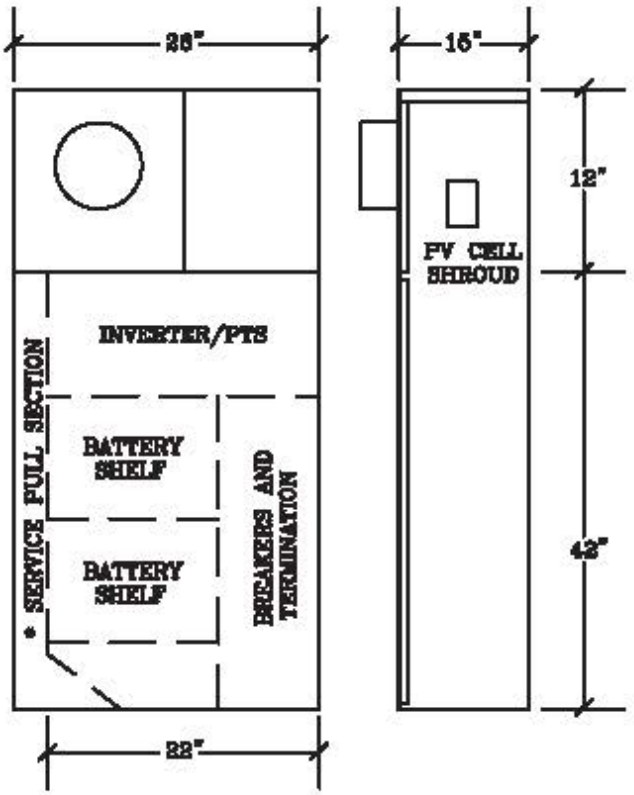
MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

CITY OF IRVINE
PUBLIC WORKS

TYPE P CABINET
SERVICE/BBS ENCLOSURE

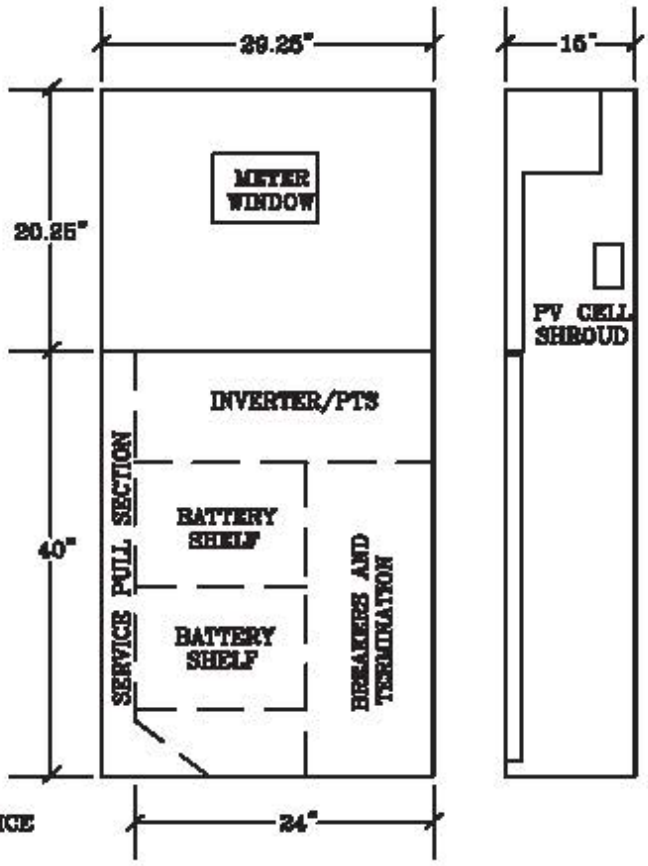
EXTERNAL SERVICE METER



* SOME TYPE-P RETROFIT LOCATIONS REQUIRE SERVICE PULL SECTION ON THE RIGHT SIDE.

ATMS 332L CABINET
SERVICE/BBS ENCLOSURE

INTERNAL SERVICE METER



1. SERVICE/BBS ENCLOSURE AND COMPONENTS MUST CONFORM TO 700-3.10 SPECIFICATIONS.
2. SERVICE/BBS ASSEMBLIES MUST BE UL LISTED.
3. A PULL SECTION ACCESS DOOR SHALL BE PROVIDED ON THE LEFT SIDE OF THE SERVICE.
4. SEPARATE METERED AND UNMETERED BREAKER BUSSES SHALL BE PROVIDED.
5. METERED CIRCUITS SHALL INCLUDE SIGNAL (40A), IISNS (15A), CCTV (15A), AND SPARE (15A).
6. UNMETERED CIRCUITS SHALL INCLUDE LIGHTING (30A) AND CONTROL (15A).
7. DETAILED SPECIFICATIONS MAY BE OBTAINED FROM SIGNAL OPERATIONS & MAINTENANCE: 949-724-7649
8. BREAKER/BBS SECTION DOOR SHALL HAVE A 3-POINT LATCHING SYSTEM WITH CORBIN #2 LOCK AND PADLOCK HASP.

TYPE IIB SERVICE/BBS DETAILS

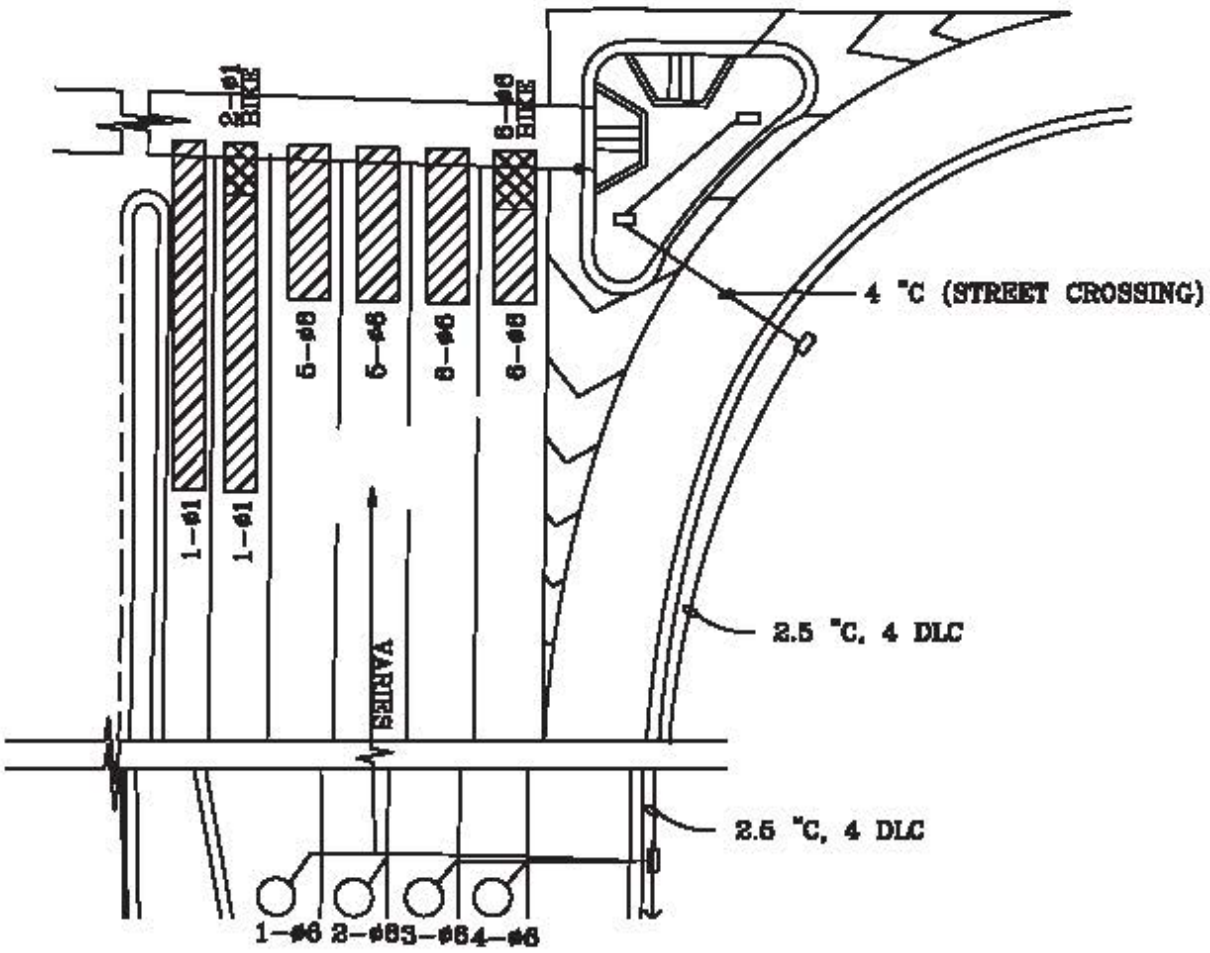
TS-7

SHEET 1 OF 1

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

CITY OF IRVINE
PUBLIC WORKS



NOTES :

1. ADVANCE DETECTION LOOPS SHALL BE TYPE E CONFORMING TO PLAN TS-8A SPECIFICATIONS.
2. PRESENCE SHALL BE VIDEO DETECTION CONFORMING TO 700-5.8.4 AND 701-17.6.4 SPECIFICATIONS.
3. PRESENCE DETECTION ZONES SHALL BE CONSISTENT WITH PLANS TS-8C, TS-8D, OR TS-8E.
4. BICYCLE DETECTION ZONES SHALL BE PLACED AT THE FRONT OF ALL STOP BAR ZONES.
5. ONE OR TWO VIDEO DETECTION CAMERAS MAY BE USED FOR EACH APPROACH.
6. PREFERRED PLACEMENT FOR VIDEO DETECTION CAMERAS IS ON THE LUMINAIRE ARM.

TRAFFIC SIGNAL VIDEO DETECTION DETAILS

TS-8B

SHEET 1 OF 1

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
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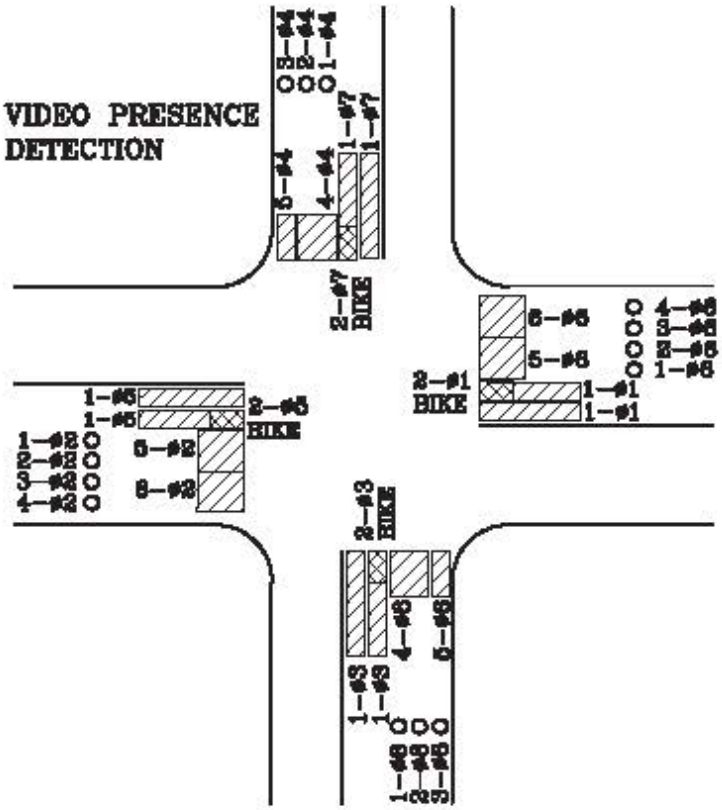
CITY OF IRVINE
PUBLIC WORKS

SENSOR SCHEDULE

SLOT	POSITION	CHANNEL	SLOT	POSITION	CHANNEL
I1	U	5–#2	J1	U	1–#2
	L	6–#2		L	2–#2
I2	U	1–#5	J2	U	3–#2
	L	2–#5B		L	4–#2
I3	U	4–#4	J3	U	1–#4
	L	◆5–#4		L	2–#4
I4	U	1–#7	J4	U	3–#4
	L	2–#7B		L	SP
I5	U	5–#6	J5	U	1–#6
	L	6–#6		L	2–#6
I6	U	1–#1	J6	U	3–#6
	L	2–#1B		L	4–#6
I7	U	4–#8	J7	U	1–#8
	L	◆5–#8		L	2–#8
I8	U	1–#3	J8	U	3–#8
	L	2–#3B		L	SP
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	#2 BIKE	J11	U	EVA–#2
	L	#4 BIKE		L	EVB–#6
I12	U	#6 BIKE	J12	U	EVC–#4
	L	#8 BIKE		L	EVD–#8
I13	U	#2 PED	J13	U	MAN ADV
	L	#4 PED		L	MAN EN
I14	U	#6 PED	J14	U	FLASH SEN
	L	#8 PED		L	STOP TIME

◆ SENSOR CHANNELS DESIGNATED FOR RIGHT TURN DELAY FUNCTIONALITY IN CONTROLLER



NOTES:
1. THIS DETECTION SCHEDULE IS APPLICABLE ONLY TO ATMS 332L CABINET INSTALLATIONS AND MODIFICATIONS.
2. VIDEO DETECTION PROCESSORS SHALL BE INSTALLED IN SLOTS I1-2, I3-4, I5-6, AND I7-8.
3. DETECTION CHANNELS 6-#4 AND 6-#8 SHALL ALWAYS BE UTILIZED FOR THE RIGHT-MOST LANE PRESENCE LOOPS ON SIDE-STREETS TO ACCOMODATE DELAY FUNCTIONALITY.

ATMS 332L DETECTOR SCHEDULE

TS-8C

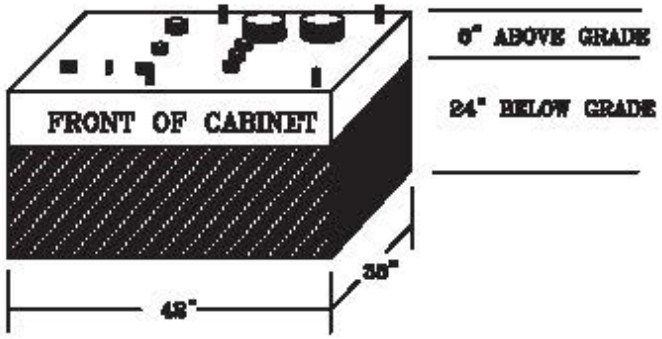
SHEET 1 OF 1

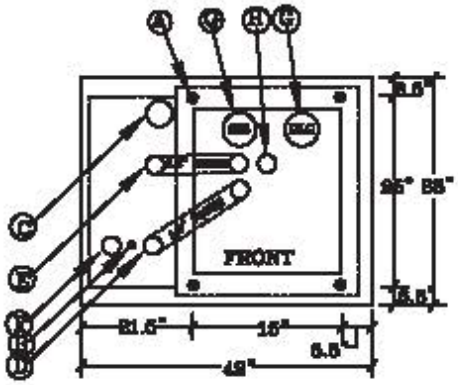
MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

CITY OF IRVINE
PUBLIC WORKS

ATMS 332L





(A) ANCHOR BOLT
(H) 5/8-INCH GROUNDING ROD
(C) 3-INCH EDISON SERVICE CONDUIT
(D) 1.5-INCH POWER CONDUIT
(E) 1.5-INCH SPARE CONDUIT
(F) 1.5-INCH FIELD CIRCUITS CONDUIT
(G) 4-INCH ENTRY CONDUIT
(B) 1.5-INCH SIC PIGTAIL CONDUIT

NOTES:
1. CABINET LOCATION SHALL BE APPROVED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION OF THE CABINET BASE FORMS.
2. CONDUIT LOCATIONS ARE PROVIDED AS A GENERAL REFERENCE. FINAL CONDUIT PLACEMENT SHALL BE INSPECTED AND APPROVED PRIOR TO POURING THE CONCRETE FOUNDATION.

ATMS CABINET FOUNDATIONS

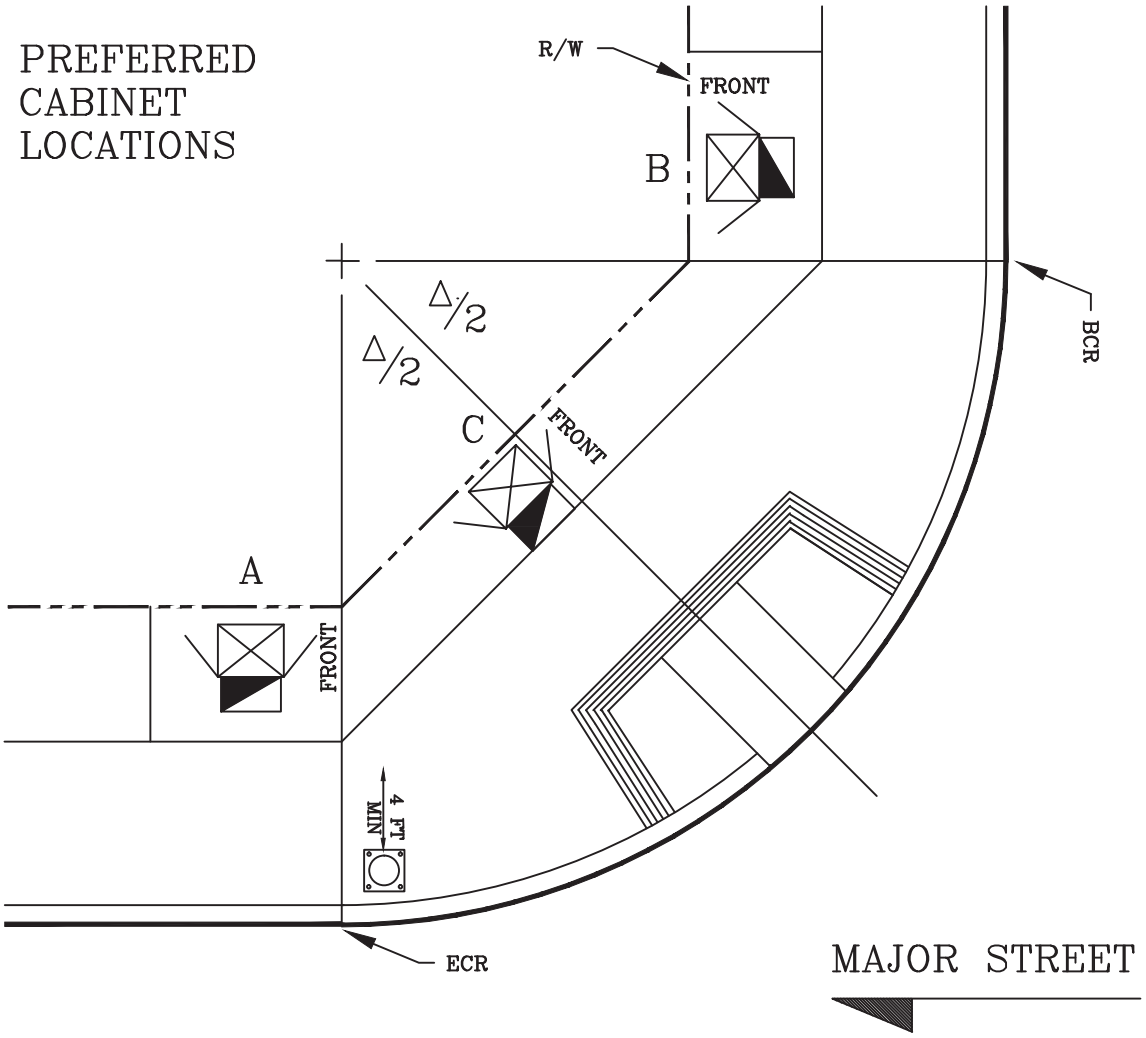
MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

TS-9A

SHEET 1 OF 1

CITY OF IRVINE
PUBLIC WORKS



NOTES :

1. THIS DETAIL SHOWS OPTIONAL ATMS 332L CABINET LOCATIONS IN ORDER OF PREFERENCE A TO C. DEVIATIONS FROM THESE PREFERRED LOCATIONS MUST BE APPROVED BY THE CITY TRAFFIC ENGINEER.
2. THE CABINET FRONT SHALL BE MINIMUM OF 36-INCHES FROM THE ECR OR BCR FOR PREFERRED LOCATIONS A OR B WITH THE FRONT DOOR FACING THE INTERSECTION.
3. HALF DELTA PREFERRED LOCATION C IS DIRECTLY IN LINE WITH THE PEDESTRIAN RAMP.
4. THERE SHALL BE A MINIMUM OF 48-INCHES OF CONCRETE FRONTING BOTH CABINET DOORS AND THE ELECTRICAL SERVICE. THE BACK SIDE OF THE CABINET MAY ABUT THE RIGHT-OF WAY LINE.
5. TO MITIGATE FOR SLOPED CONDITIONS BEHIND THE CABINET, INSTALLATION OF RETAINING WALL/CURB MAY BE REQUIRED TO MAINTAIN CLEAR ACCESS TO CONCRETE PAD AROUND CABINET. WHEN RETAINING WALL/CURB IS REQUIRED, THE TOP OF THE RETAINING WALL/CURB SHALL HAVE FEATURES TO PREVENT SKATEBOARDING.

ATMS 332L CABINET PLACEMENT

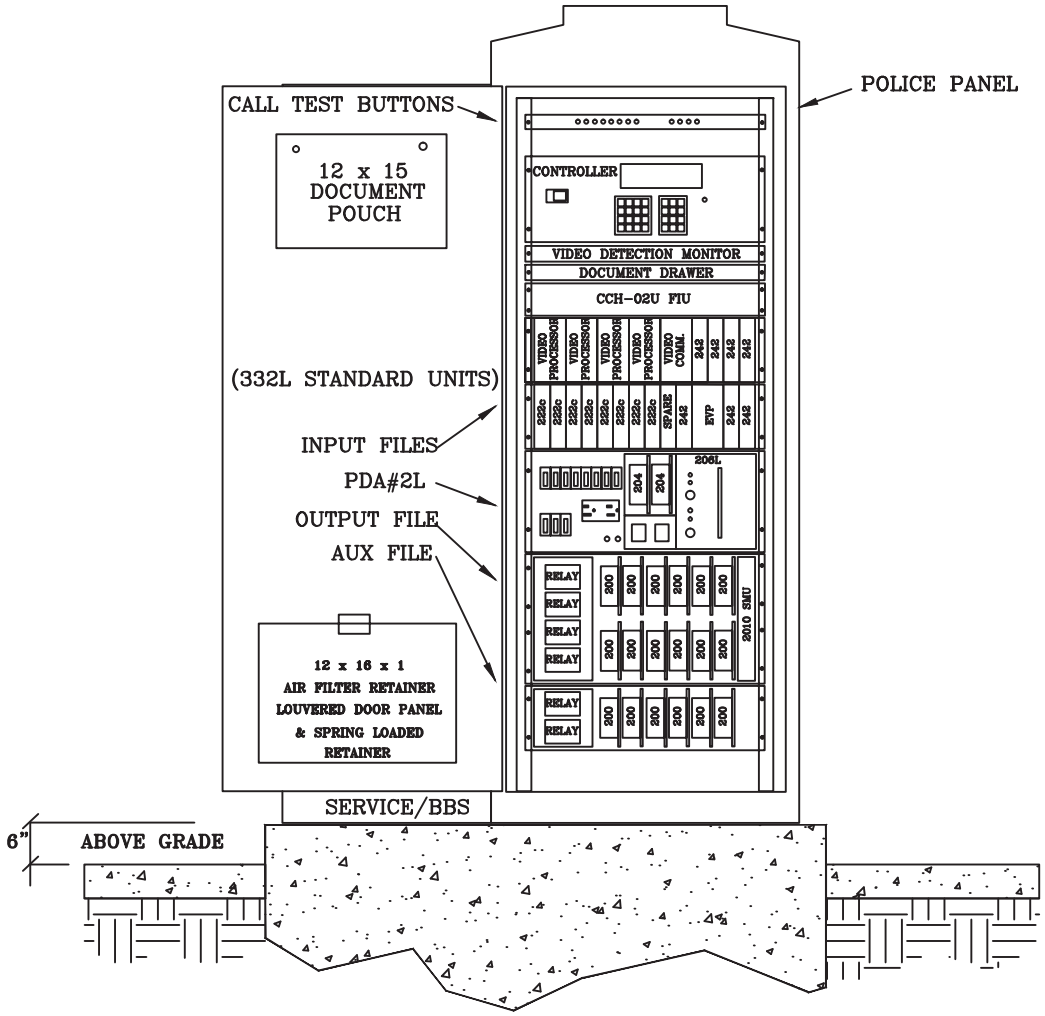
TS-9B

SHEET 1 OF 1

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

CITY OF IRVINE
PUBLIC WORKS



INPUT FILE SLOT ALLOCATION

I	5-2	1-5	4-4	1-7	5-6	1-1	4-8	1-3	VD COM	VD COM	2 BIKE	6 BIKE	2 PED	6 PED
	6-2	2-5	5-4	2-7	6-6	2-1	5-8	2-3			4 BIKE	8 BIKE	4 PED	8 PED
J	1-2	3-2	1-4	3-4	1-6	3-6	1-8	3-8	SP	FREE	EVA 2	EVC 4	MAN ADV	FLSH SENS
	2-2	4-2	2-4	SP	2-6	4-6	2-8	SP	SP	DL	EVB 6	EVD 8	MAN EN	STOP TIME

1. ATMS 332L CABINETS ARE BASED UPON THE CALTRANS TEES STANDARDS.
2. COMPONENTS SHALL BE MOUNTED IN THE RACK IN THE APPROXIMATE POSITIONS SHOWN.
3. INPUT FILE SLOT ALLOCATIONS SHALL BE AS SHOWN.
4. COMMUNICATIONS NETWORK SWITCHES SHALL BE RACK MOUNTED TO THE BACK OF THE RACK, BEHIND THE CONTROLLER.
5. THE EXTERNAL SWITCH PANEL (PD PANEL) SHALL INCLUDE SWITCHES FOR FLASH, ON/OFF, AND MANUAL CONTROL.

ATMS 332L CABINET LAYOUT

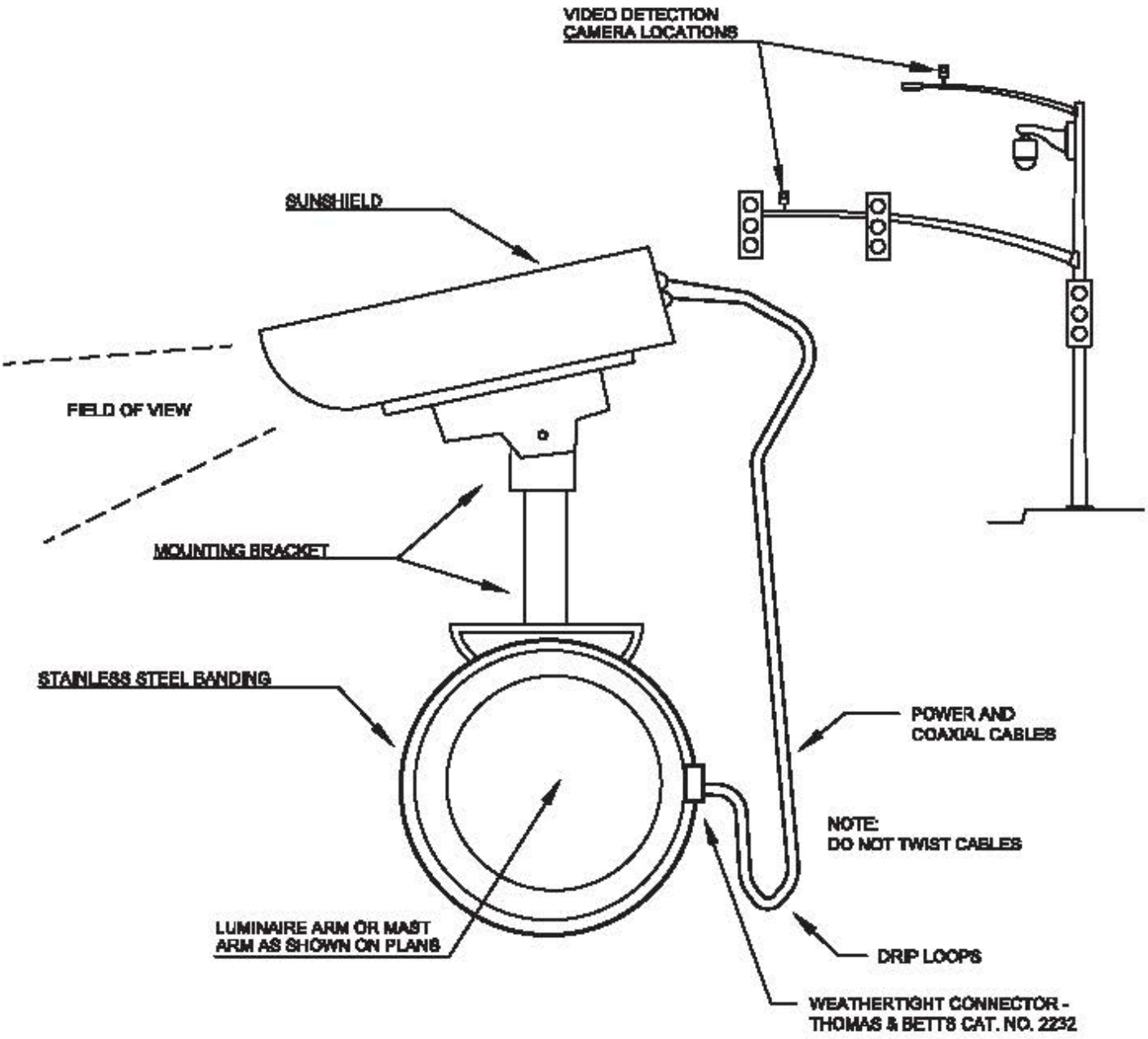
TS-9C

SHEET 1 OF 1

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

AUGUST 2013
DATE

CITY OF IRVINE
PUBLIC WORKS



VIDEO DETECTION CAMERA MOUNTING

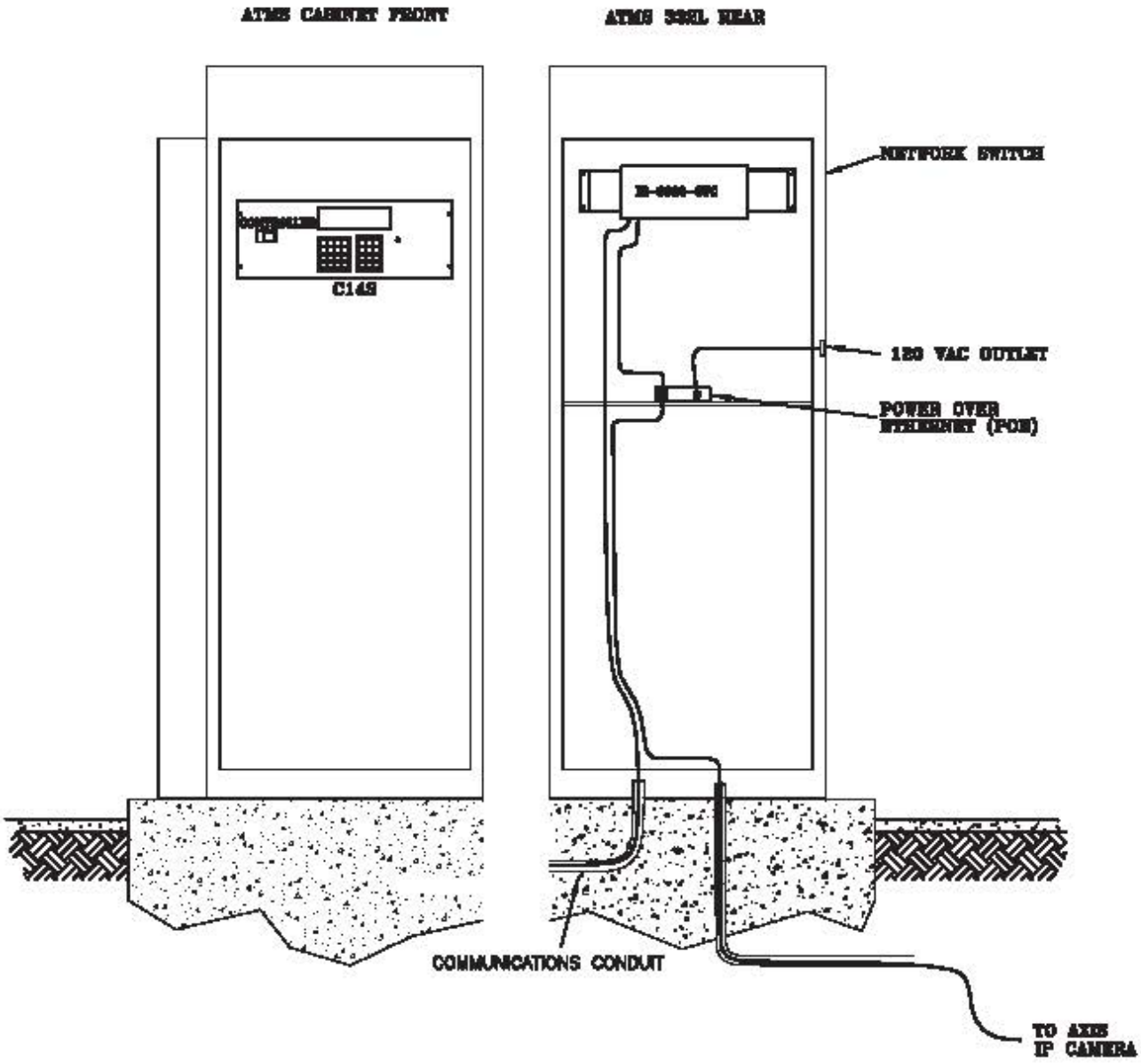
TS-9F

SHEET 1 OF 1

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

CITY OF IRVINE
PUBLIC WORKS



1. DELIVER CONTROLLER WITH ALL PLUG-INS, SWITCH AND AXIS IP CAMERA TO CITY FOR CONFIGURATION AT LEAST 5-DAYS PRIOR TO TURN-ON. COORDINATE WITH SIGNAL OPERATIONS & MAINTENANCE: 949-724-7649
2. OBTAIN FIBER CHART FOR SIGNAL INTERCONNECT TERMINATION FROM CITY: 949-724-7649
3. CONTROLLER ETHERNET COMMUNICATIONS (C14S) CONNECTS TO SWITCH PORT 1
4. AXIS CCTV SWITCH PORT 9
5. OPERATIONAL TESTING: VERIFY CCTV CAMERA, AND CONTROLLER COMMUNICATIONS OPERATIONAL ON-SITE.
6. VERIFY OPERATION OF ALL EQUIPMENT ON NETWORK WITH SYSTEMS SUPPORT STAFF: 949-724-7649

ATMS CABINET COMMUNICATION

MARK CARROLL, R.C.E. 31515
CITY OF IRVINE - CITY ENGINEER

FEBRUARY 2016
DATE

TS-11A

SHEET 1 OF 1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Theresa Gabriel
REGISTERED ELECTRICAL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

Theresa Aziz Gabriel
No. E15129
Exp. 6-30-16
ELECTRICAL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

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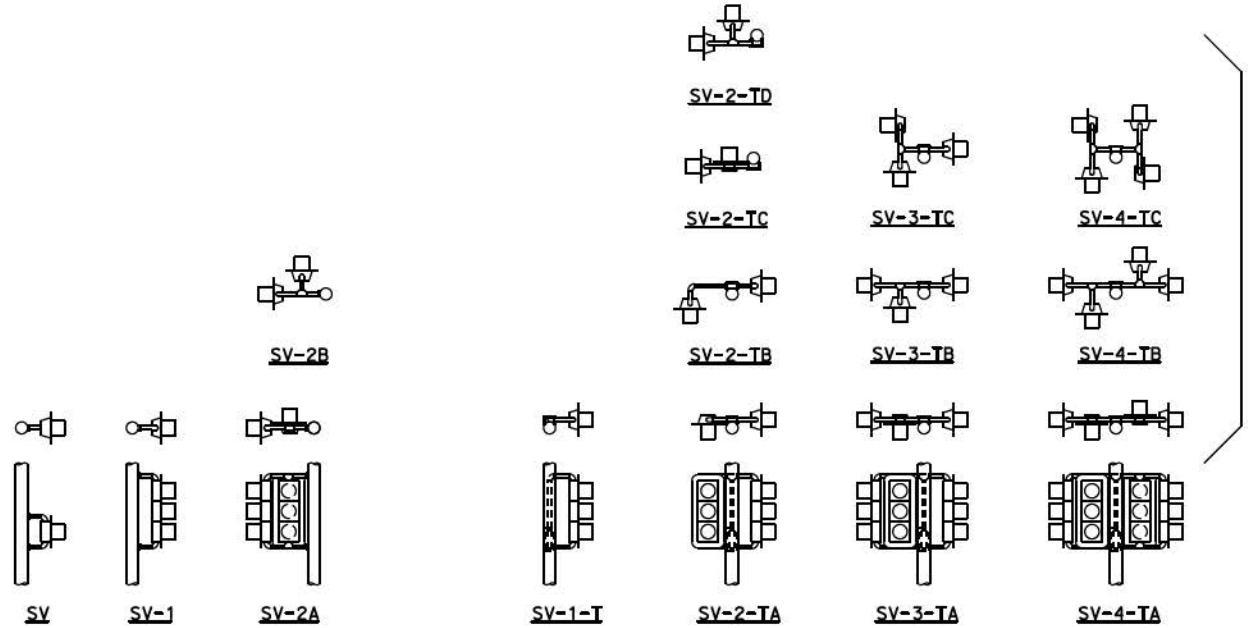
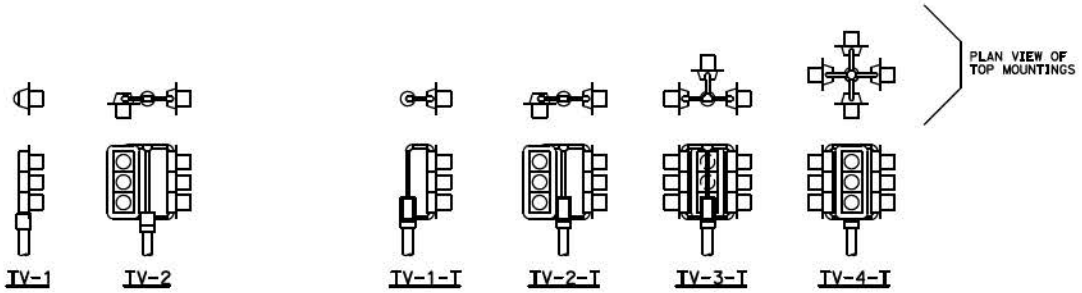


SIDE MOUNTINGS



TOP MOUNTINGS

ABBREVIATIONS:

SV	SIDE MOUNTED SIGNAL HEADS
T	TERMINAL COMPARTMENT
TV	TOP MOUNTED SIGNAL HEADS
1, 2, 3, 4	NUMBER OF SIGNAL FACES (3 - SECTION, UNLESS OTHERWISE INDICATED)
A, B, C, D	CONFIGURATION OF SIGNALS

NOTES:

1. Mountings shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. Bracket arms shall be long enough to permit proper alignment of signals and backplate installation.
3. See Standard Plans ES-4D and ES-4E for attachment fitting details.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL HEADS AND MOUNTINGS)

NO SCALE

ES-4A

9-28-15

2015 STANDARD PLAN ES-4A

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Theresa Gabriel
REGISTERED ELECTRICAL ENGINEER
October 30, 2015
PLANS APPROVAL DATE

Theresa Aziz Gabriel No. E15129 Exp. 6-30-16 ELECTRICAL REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA

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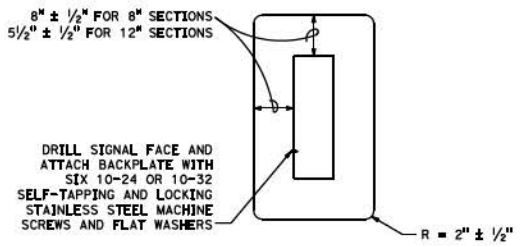
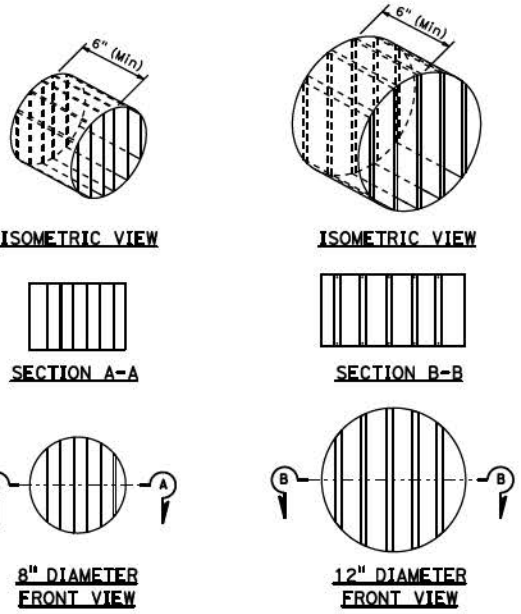
VISORS



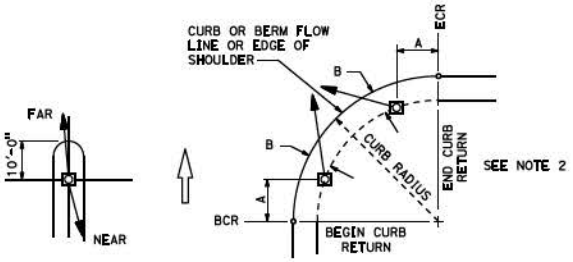
8" AND 12" SECTIONS

BACKPLATE



DIRECTIONAL LOUVER

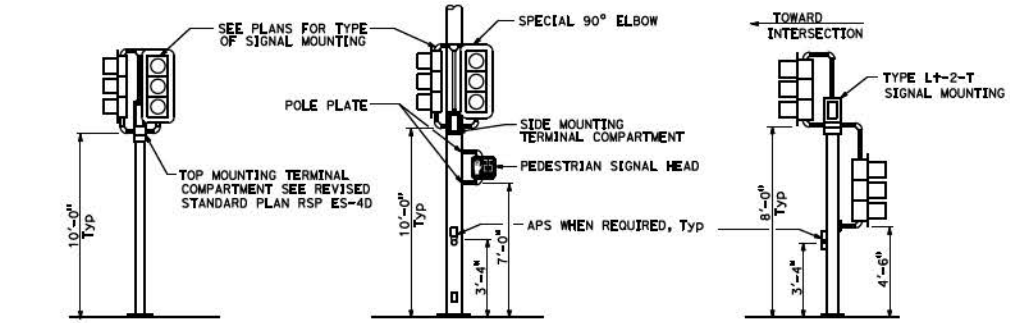
Directional louvers shall be oriented and secured in place with one plated brass machine screw and nut.



NOTES:

1. Typical signal pole placement unless dimensioned on plans.
2. For A and B dimensions, see Pole Schedule.

SIGNAL STANDARD PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS

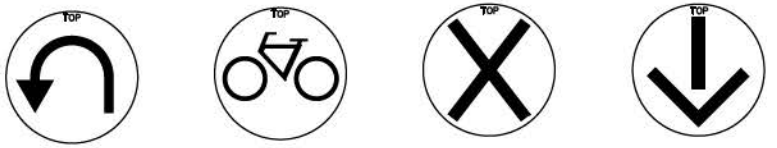


TOP MOUNTED SIGNALS (TV)
Type 1-A, 1-B, 1-C and 1-D standard as indicated on the plans

SIDE MOUNTED SIGNALS (SV AND SP)
Normally used on standards with luminaire or signal mast arm

LEFT TURN LANE SIGNAL
Type 1-A, 1-B, 1-C and 1-D standard as indicated on plans

TYPICAL SIGNAL HEAD INSTALLATIONS



U-TURN | BICYCLE | LANE CONTROL | LANE CONTROL

SIGNAL FACES

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL HEADS AND MOUNTINGS)

NO SCALE

ES-4C

9-28-15

2015 STANDARD PLAN ES-4C

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Theresa Gabriel
REGISTERED ELECTRICAL ENGINEER
October 30, 2015
PLANS APPROVAL DATE
Theresa Aziz Gabriel No. E15129 Exp. 6-30-16 ELECTRICAL STATE OF CALIFORNIA
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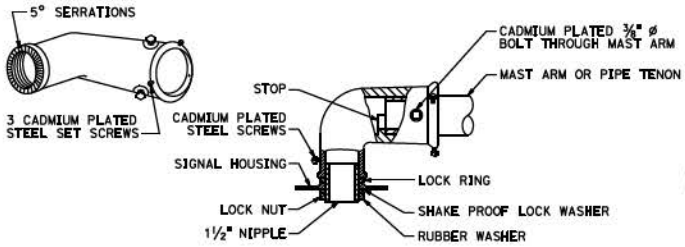
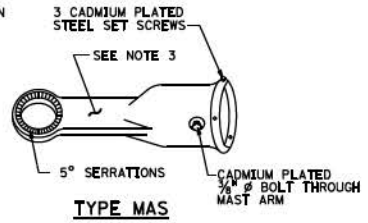
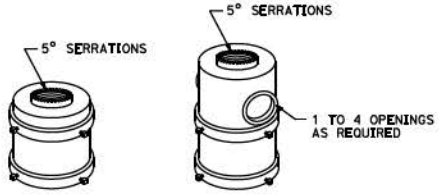


TYPE MAT
MAST ARM MOUNTING
For 2 NPS pipe, see Note 1.



TYPE MAS
MAST ARM MOUNTING
For 2 NPS pipe, see Note 1.

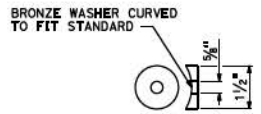


TOP MOUNTINGS
For 4 NPS pipe, see Note 2.

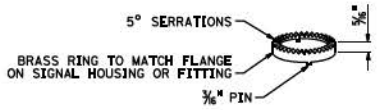
SIGNAL SLIP FITTERS

NOTES:

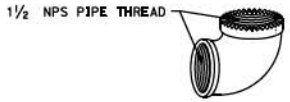
1. After mast arm signal has been plumbed and secured, drill 7/16" hole through mast arm tenon in line with slip fitter hole. Place a cadmium plated ⅜" ø galvanized bolt with washer under bolt head through hole and secure with washer, nut, and locknut. Seal openings between mast arm mountings and mast arm with mastic.
2. (A) Threaded top mounted slip fitter openings shall be 1½ NPS.
   (B) Serrations in fittings shall match those on bottom of signal heads or in lock ring.
   (C) Top opening shall be offset when backplate is used.
3. Wireway shall have a cross section area of 0.95 square inch minimum. Minimum width of ½".



DETAIL C

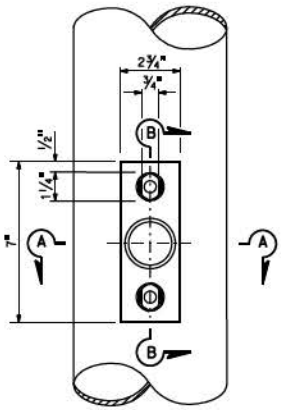


LOCK RING
Use where locking ring is not integral With signal housing or fitting.

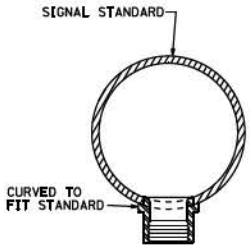


SPECIAL 90° ELBOW
One for each signal head, except those With special slip fitter mounting

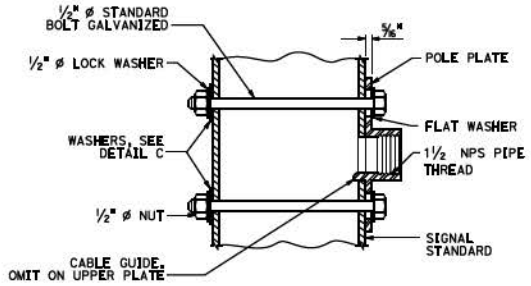
MISCELLANEOUS MOUNTING HARDWARE



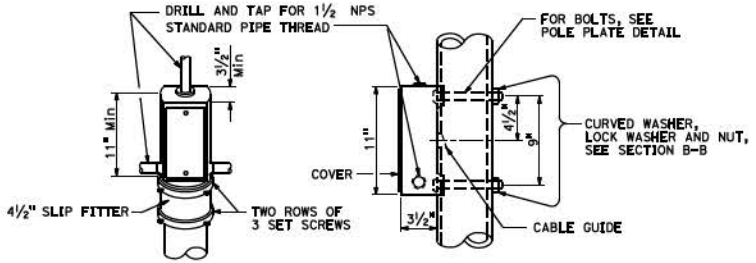
TOP VIEW



SECTION A-A



SECTION B-B



TOP MOUNTING SIDE MOUNTING

TERMINAL COMPARTMENT

POLE PLATE FOR SIDE MOUNTED SIGNAL HEAD WITHOUT TERMINAL COMPARTMENT

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL HEAD MOUNTING)

NO SCALE

ES-4D

9-22-15

2015 STANDARD PLAN ES-4D

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Theresa Gabriel
REGISTERED ELECTRICAL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

Theresa Aziz Gabriel No. E15129 Exp. 6-30-16 ELECTRICAL

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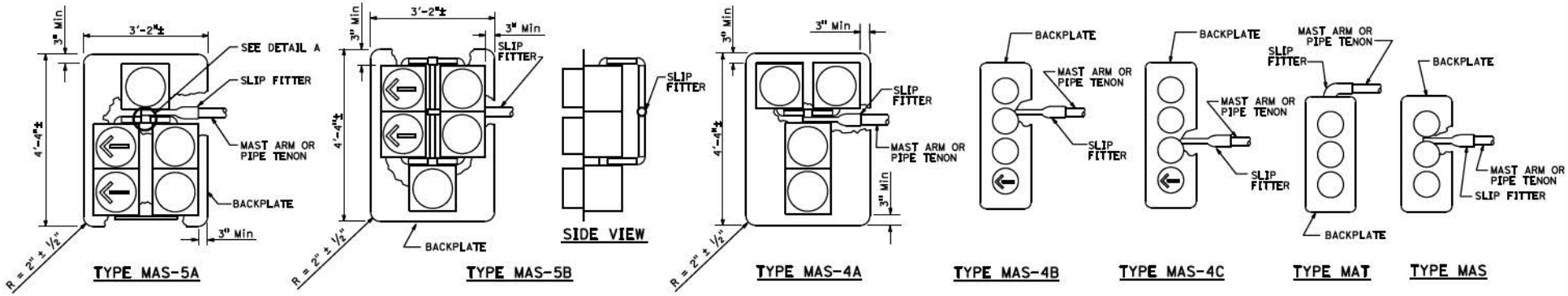
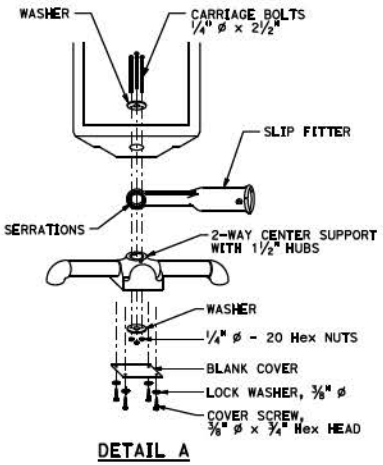
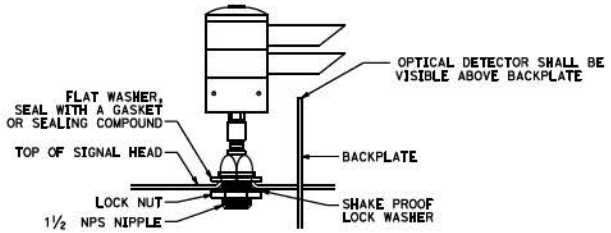


MAST ARM MOUNTINGS



DETAIL A



OPTICAL DETECTOR MOUNTING FOR EMERGENCY VEHICLE DETECTION

DETAIL B

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL HEADS AND OPTICAL DETECTOR MOUNTING)

NO SCALE

ES-4E

9-22-15

2015 STANDARD PLAN ES-4E

444

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

July 15, 2016
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Stanley P. Johnson — No. C57793 — Exp. 3-31-18 CIVIL — STATE OF CALIFORNIA

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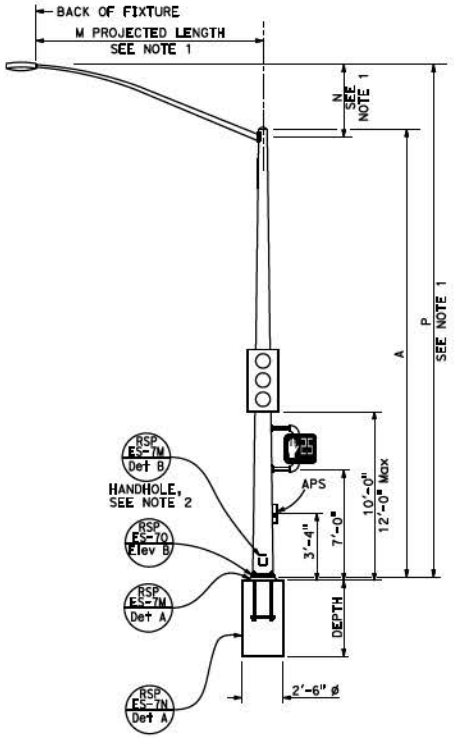
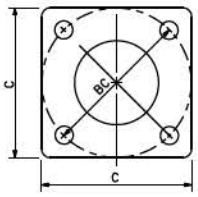
TO ACCOMPANY PLANS DATED _____

NOTES:

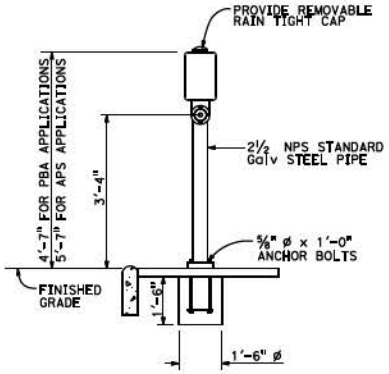
1. For additional notes, details and data for Type 15TS and Type 21TS Standards, see Revised Standard Plan RSP ES-6A.
2. Handhole shall be located on the downstream side of traffic.



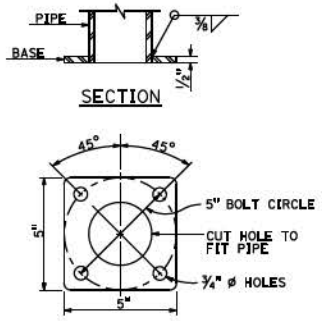
TYPE 15TS AND 21TS STANDARD
ELEVATION A
(See Note 1)



BASE PLATE
TYPE 15TS AND 21TS
DETAIL A

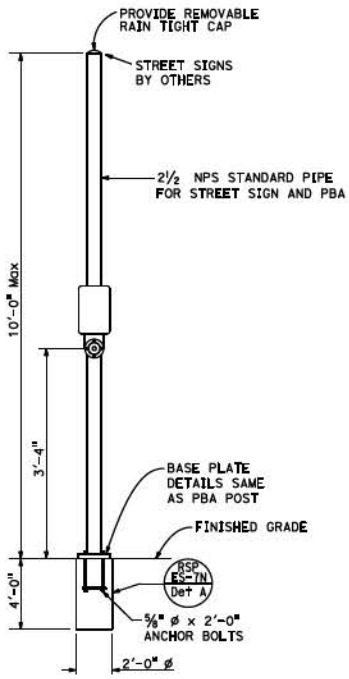


ELEVATION



BASE PLATE
PBA POST

PUSH BUTTON ASSEMBLY POST
DETAIL B



COMBINED STREET SIGN
PUSH BUTTON ASSEMBLY POST
DETAIL C

POLE TYPE	POLE DATA				BASE PLATE DATA				CIDH
	A HEIGHT	Min OD BASE	Min OD TOP	WALL THICKNESS	C	BC = BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	DEPTH
15TS	30'-0"	8"	3⅛"	0.1793"	1'-1½"	1'-0"	2"	1½" ø x 42"	7'-6"
21TS	35'-0"	9⅜"	3⅜"		1'-3"	1'-2"			8'-6"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, TYPE TS, AND PUSH BUTTON ASSEMBLY POST)

NO SCALE

RSP ES-7A DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-7A
DATED OCTOBER 30, 2015 - PAGE 456 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-7A

6-20-16

2015 REVISED STANDARD PLAN RSP ES-7A

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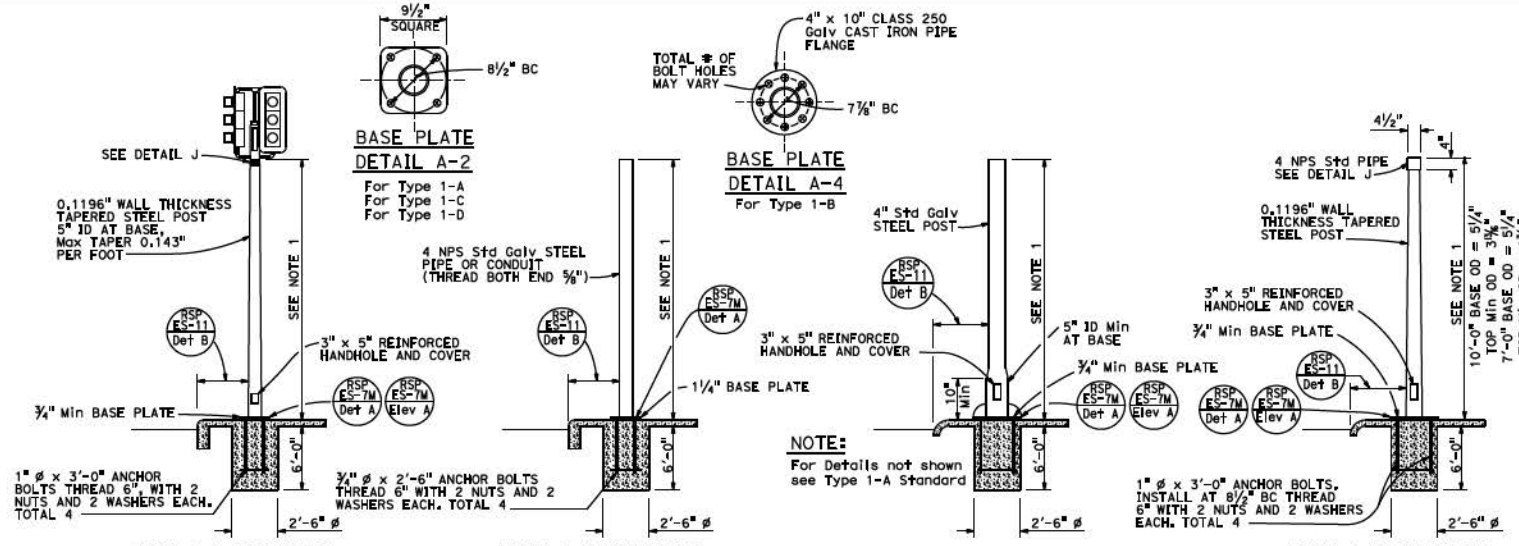
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

July 15, 2016
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.

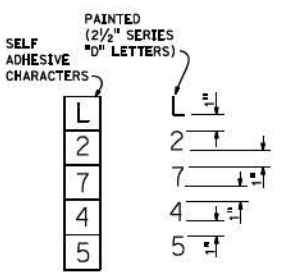
TO ACCOMPANY PLANS DATED _____



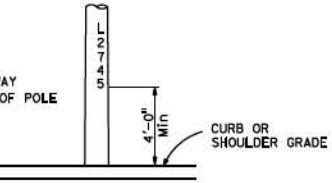
TYPE 1 SIGNAL STANDARDS
DETAIL A

NOTES:

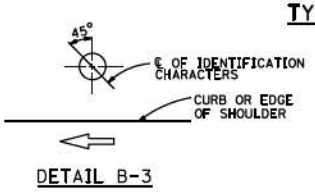
1. Standards shall be 10'-0" ± 2" for vehicle signals and 7'-0" ± 2" for pedestrian signals unless shorter pole is noted on project plans.
2. Top of standards shall be 4½" OD.
3. Conduits shall extend 2" maximum above finished surface of foundation and for Types 1-A, 1-C and 1-D shall be sloped toward handhole.
4. Anchor bolts shall be bonded to conduit or grounding conductor.
5. For additional notes and details, see Revised Standard Plans RSP ES-7M and RSP ES-7N.
6. Pour foundation concrete against undisturbed soil.
7. For standards with handhole, locate in the downstream side of traffic.
8. Coupling nuts to be used only when shown or specified on project plans.



IDENTIFICATION CHARACTER DETAIL
DETAIL B-1

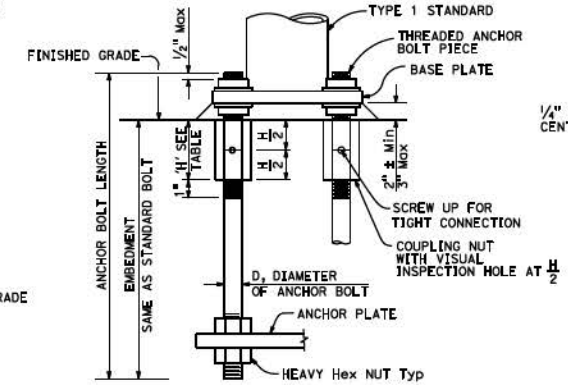


TYPICAL IDENTIFICATION CHARACTER FORMAT
DETAIL B-2

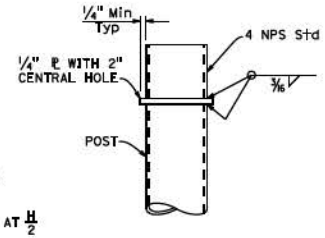


DETAIL B-3

LOCATION OF EQUIPMENT IDENTIFICATION CHARACTERS ON STANDARDS AND POSTS
DETAIL B



ANCHOR BOLTS WITH SLEEVE NUTS
DETAIL C
(See Note 8)



DETAIL J

COUPLING NUT TABLE	
BOLT DIAMETER	NUT TABLE THICKNESS 'H'
¾"	2¼"
1"	3"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, TYPE 1 AND EQUIPMENT IDENTIFICATION CHARACTERS)

NO SCALE

RSP ES-7B DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-7B DATED OCTOBER 30, 2015 - PAGE 457 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-7B

6-20-16

2015 REVISED STANDARD PLAN RSP ES-7B

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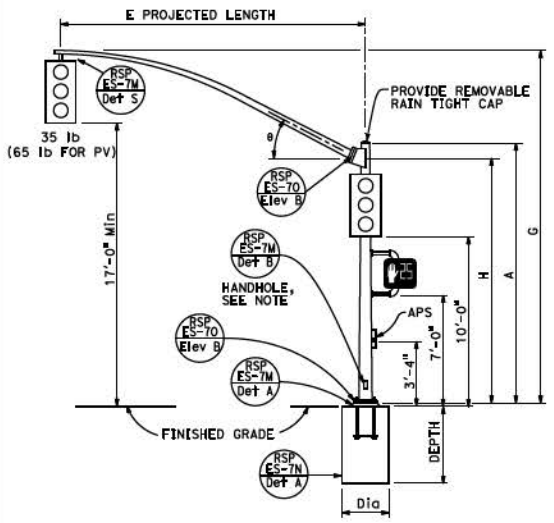
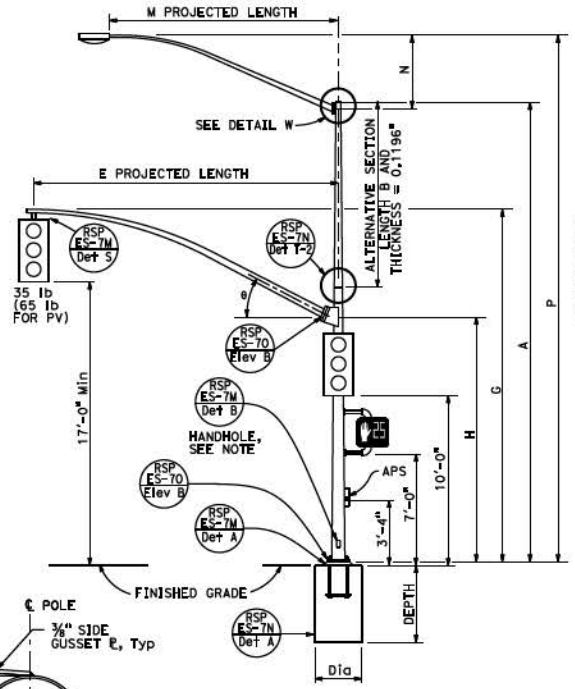


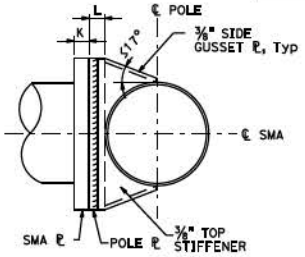
TYPE 16-1-100, 18-1-100

ELEVATION A

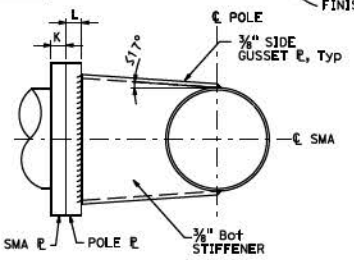


TYPE 19-1-100, 19A-1-100

ELEVATION B



SECTION B-B



SECTION C-C

NOTE:
Handhole shall be located on the downstream side of traffic.

TO ACCOMPANY PLANS DATED _____

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

July 15, 2016
PLANS APPROVAL DATE

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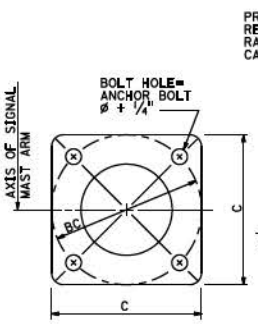
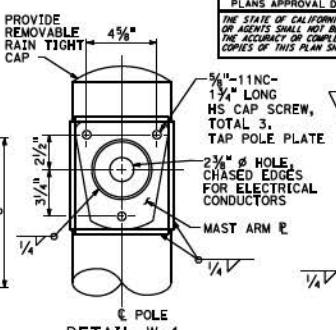
REGISTERED PROFESSIONAL ENGINEER — Stanley P. Johnson — No. C57793 — Exp. 3-31-18 CIVIL — STATE OF CALIFORNIA

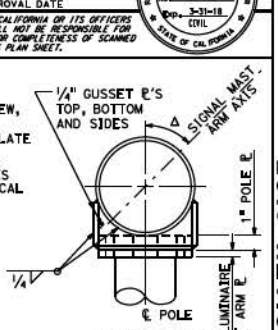


DETAIL D

BASE PLATE



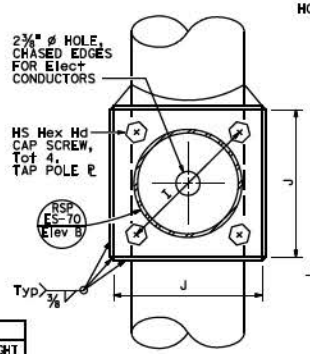
DETAIL W-1



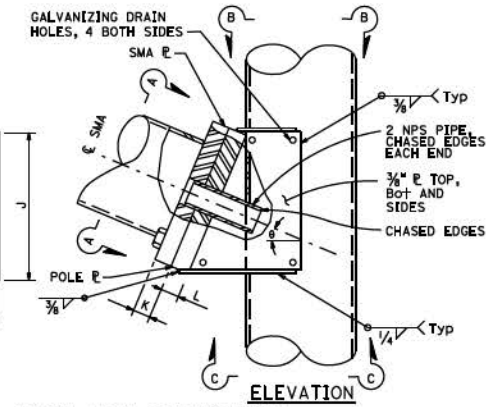
DETAIL W-2

LUMINAIRE MAST ARM CONNECTION

DETAIL W



SECTION A-A



ELEVATION

SIGNAL MAST ARM CONNECTION

DETAIL A

SIGNAL MAST ARM DATA										
E PROJECTED LENGTH	G MOUNTING HEIGHT	H	Min OD AT POLE	THICKNESS	I BOLT CIRCLE	HS CAP SCREWS	J PLATE SIZE	K MAST ARM PL THICKNESS	L POLE PL THICKNESS	θ
15'-0"	21'-8"±	17'-6"	7⅜"	0.1793"	12"	1¼"-7NC-3"	1'-0"	1¼"	1½"	23°
20'-0"			8"				1'-1"			
25'-0"	22'-8"±	16'-0"	9"							
30'-0"	23'-0"±		10"							

LUMINAIRE MAST ARM DATA					
M PROJECTED LENGTH	N RISE	Min OD AT POLE	THICKNESS	P MOUNTING HEIGHT 30'-0" POLE	P MOUNTING HEIGHT 35'-0" POLE
6'-0"	2'-0"±	3¼"	0.1196"	31'-6"±	36'-6"±
8'-0"	2'-6"±	3½"		32'-0"±	37'-0"±
10'-0"	3'-3"±	3⅝"		32'-9"±	37'-9"±
12'-0"	4'-3"±			33'-9"±	38'-9"±
15'-0"	4'-9"±	4¼"		34'-3"±	39'-3"±

POLE DATA									BASE PLATE DATA						CIDH PILE FOUNDATION	
POLE TYPE	LOAD CASE	WIND VELOCITY (mph)	A HEIGHT	Min OD BASE	Min OD TOP	THICKNESS	ALTERNATIVE SECTION B LENGTH	ALTERNATIVE SECTION BOTTOM	ALTERNATIVE SECTION TOP	C	BC = BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	LUMINAIRE MAST ARM	SIGNAL MAST ARM	Dia	DEPTH
16-1-100	1	100	18'-6"	12"	9⅜"	0.2391" OR 0.25"	None			1'-6"	1'-4"	2"	1¾"ø x 42"	NONE	15'-0", 20'-0"	3'-0"	9'-0"
18-1-100			17'-0"				None							NONE			
19-1-100			30'-0"	14"	9¾"		10'-0"	11⅛"	9¾"	1'-10"	1'-8"	2½"	2"ø x 42"	6'-15' 12'-0"	25'-0", 30'-0"	3'-6"	10'-0"
19A-1-100			35'-0"		9"		15'-0"							6'-15' 15'-0"			

INDICATES MAST ARM LENGTH TO BE USED UNLESS OTHERWISE NOTED ON PLANS.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, CASE 1 SIGNAL MAST ARM LOADING, WIND VELOCITY = 100 MPH AND SIGNAL MAST ARM LENGTHS 15' TO 30')

NO SCALE

RSP ES-7C DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-7C
DATED OCTOBER 30, 2015 - PAGE 458 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-7C

6-20-16

2015 REVISED STANDARD PLAN RSP ES-7C

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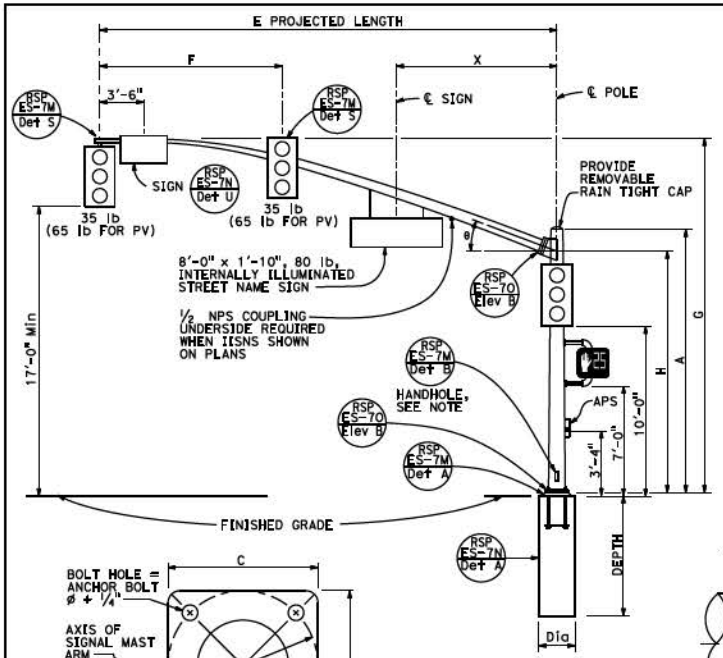
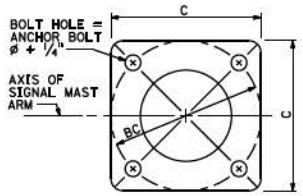
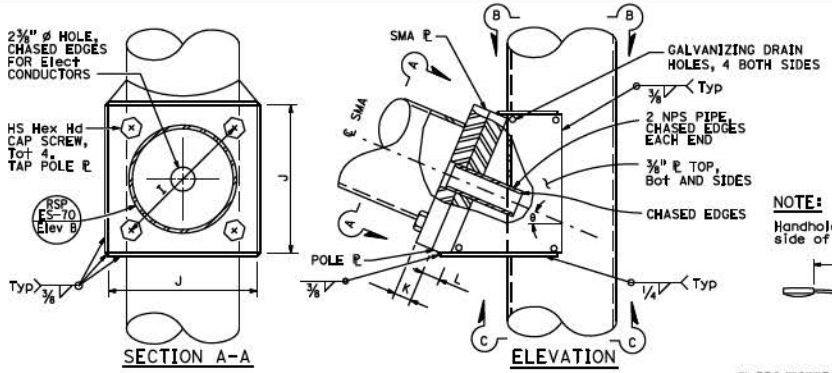


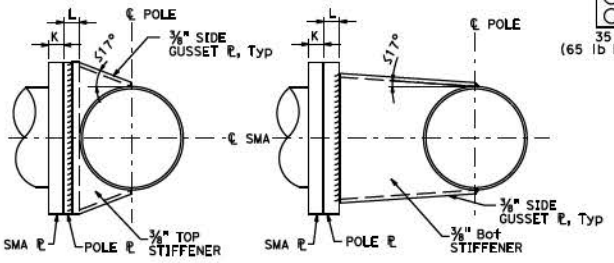
TYPE 18-4-100, 23-4-100, 27-4-100
ELEVATION A

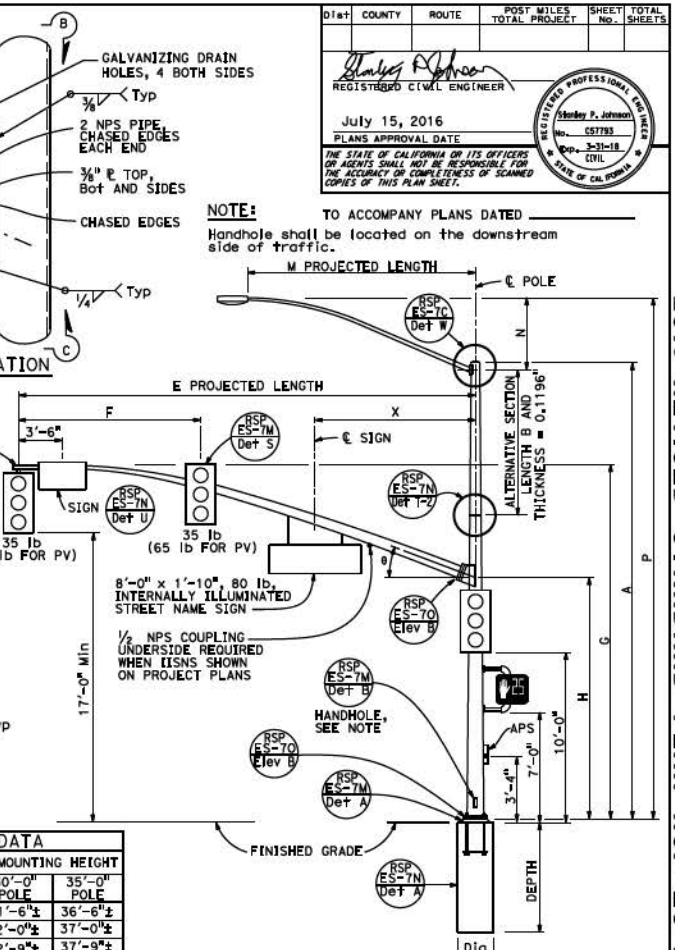


BASE PLATE
DETAIL B



SIGNAL MAST ARM CONNECTION
DETAIL A





TYPE 19-4-100, 19A-4-100, 24-4-100, 24A-4-100, 26-4-100, 26A-4-100
ELEVATION B

NOTE: TO ACCOMPANY PLANS DATED _____
Handhole shall be located on the downstream side of traffic.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
July 15, 2016
PLANS APPROVAL DATE
Stanley P. Johnson No. C57793 Exp. 3-31-18 CIVIL STATE OF CALIFORNIA
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SIGNAL MAST ARM DATA

E PROJECTED LENGTH	F Min SPACING	G MOUNTING HEIGHT	H	Min OD AT POLE	THICKNESS	J BOLT CIRCLE	HS CAP SCREWS	J PLATE SIZE	K MAST ARM ℄ THICKNESS	L POLE ℄ THICKNESS	θ	X Max
25'-0"	10'-0"	22'-8"±	16'-0"	7⅞"	0.2391"	12"	1¼"-7NC-3"	1'-3"	1¼"	1½"	23°	10'-6"
30'-0"	12'-0"	23'-0"±		8"								
35'-0"	14'-0"			8⅛"		13½"			1½"	1¾"	21°	
40'-0"	15'-0"			9⅜"							15°	13'-0"
45'-0"		23'-8"±		10¼"				1'-5"				

LUMINAIRE MAST ARM DATA

M PROJECTED LENGTH	N RISE	Min OD AT POLE	THICKNESS	P MOUNTING HEIGHT 30'-0" POLE	P MOUNTING HEIGHT 35'-0" POLE
6'-0"	2'-0"±	3¼"	0.1196"	31'-6"±	36'-6"±
8'-0"	2'-6"±	3½"		32'-0"±	37'-0"±
10'-0"	3'-3"±	3⅞"		32'-9"±	37'-9"±
12'-0"	4'-3"±			33'-9"±	38'-9"±
15'-0"	4'-9"±	4¼"		34'-3"±	39'-3"±

POLE TYPE	LOAD CASE	WIND VELOCITY (mph)	POLE DATA A HEIGHT	Min OD BASE	Min OD TOP	THICKNESS	ALTERNATIVE SECTION B LENGTH	ALTERNATIVE SECTION BOTTOM	ALTERNATIVE SECTION TOP	BASE PLATE DATA C	BC = BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	LUMINAIRE MAST ARM	SIGNAL MAST ARM	CIDH PILE FOUNDATION Dia	CIDH PILE FOUNDATION DEPTH
18-4-100	4	100	17'-0"	16"	13⅝"	0.2391" OR 0.25"				1'-11"	1'-9"	3"	2¼"ø x 42"	NONE	25'-0", 30'-0"	3'-6"	12'-0"
19-4-100			30'-0"		11¾"		10'-0"	13⅛"	11¾"					6'-15' 12'-0"			
19A-4-100			35'-0"		11"		15'-0'	13⅛"	11"					6'-15' 15'-0"			
23-4-100			17'-0"		13⅝"	0.3125"								NONE	35'-0"		
24-4-100			30'-0"		11¾"		10'-0"	15⅛"	13¾"					6'-15' 12'-0"			
24A-4-100			35'-0"		11"		15'-0"	13⅛"	11"					6'-15' 15'-0"			
26-4-100			30'-0"	18"	13¾"		10'-0"	15⅛"	13¾"	2'-1"	1'-11"			6'-15' 12'-0"	40'-0", 45'-0"		13'-0"
26A-4-100			35'-0"		13"		15'-0"	15⅛"	13"					6'-15' 15'-0"			
27-4-100			17'-0"		15⅝"									NONE			

▭ INDICATES MAST ARM LENGTH TO BE USED UNLESS OTHERWISE NOTED ON PLANS.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NO SCALE

ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, CASE 4 SIGNAL MAST ARM LOADING, WIND VELOCITY=100 MPH AND SIGNAL MAST ARM LENGTHS 25' TO 45')

RSP ES-7F DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-7F
DATED OCTOBER 30, 2015 - PAGE 461 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-7F

6-20-16

2015 REVISED STANDARD PLAN RSP ES-7F

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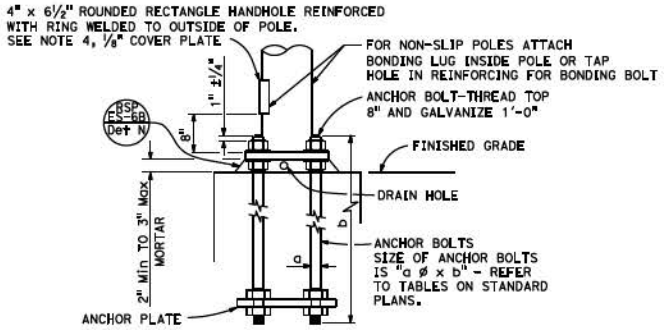


HANDHOLE AND ANCHORAGE
DETAIL A

IDENTIFICATION NUMBER

1. Attach a stamped metal tag with pole's identification number above the handhole. ¼" high number, minimum.
2. Attach a stamped metal tag with mast arm's identification number to the bottom of the signal mast arm near the pole plate. ¼" high number, minimum.

Type
Load case (Use SL for special load case)
Design wind velocity (mph)
Signal mast arm length (ft) (Near handhole: Maximum signal mast arm length for pole type; Near pole plate: Installed signal mast arm length)
Standard plan year
Only for poles or mast arms using Detail F
Only for poles or mast arms using RSP ES-7D

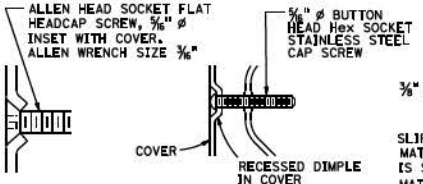
26A - 3 - 100 - 45 - 10 - F or FB

SAMPLE IDENTIFICATION NUMBER

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

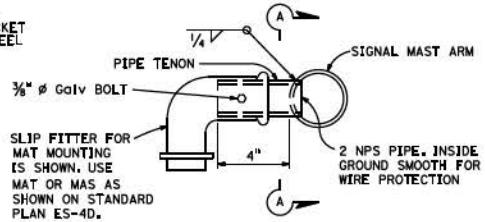
REGISTERED CIVIL ENGINEER
July 15, 2016
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
REGISTERED PROFESSIONAL ENGINEER — Stanley P. Johnson — No. C57793 — Exp. 3-31-18 CIVIL — STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____

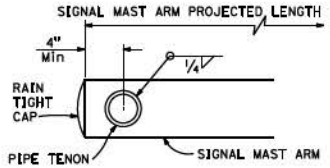


TYPICAL DETAIL
DETAIL B-1

ALTERNATIVE DETAIL
DETAIL B-2



SIDE TENON
DETAIL S-1

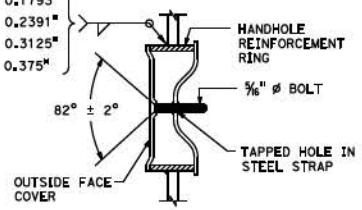


SECTION A-A

NOTES:

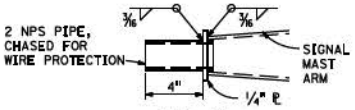
1. Provide a Hex nut, leveling nut and 2 washers for each bolt.
2. Luminaire mast arms shall be round, tapered steel tubes, taper of 0.1375" to 0.143-inch per foot with an end section 2⅜" OD for mounting hardware. Extensions of 2 NPS Standard pipe and 7" long may be used at the option of the manufacturer. When low pressure sodium luminaires are required, the extension shall be 1'-3".
3. Signal mast arms shall be round, tapered steel tubes, maximum taper 0.143-inch per foot.
4. Handhole reinforcement ring shall be ¼" x 2" for 0.1196" to 0.2391" thick poles, ⅜" x 2" for 0.3125" to 0.375" thick poles.
5. Handholes shall be located on the downstream side of traffic.
6. Detail F, fatigue resistant weld, is required at socket welded signal mast arm plate and pole base plate.
7. Cap screws shall be tightened by the turn-of-nut method ⅓ turn from a snug tight condition. No washer will be required.
8. Outside diameter, wall thickness, and corresponding section properties of poles and mast arms as shown in the Standard Plans are minimums. Unless otherwise specified, alternative sections shall require approval by the Engineer.
9. Design: AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaires, and Traffic Signals, 6th Edition. Basic Wind Speed = 100 mph (3 seconds gust). Yearly Mean Wind Velocity = 15.6 mph.
10. Materials (Structural steel):
    fy = 55,000 psi (tapered steel tube and anchor bolts)
    fy = 50,000 psi (unless otherwise noted)
11. Materials (Reinforced concrete):
    f'c = 3,625 psi
    fy = 60,000 psi

WELD SIZE	WALL THICKNESS
⅜"	0.1196"
¼"	0.1793"
⅝"	0.2391"
⅜"	0.3125"
⅞"	0.375"



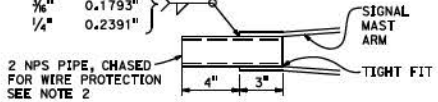
TAMPER RESISTANT HANDHOLE COVER
DETAIL B

PIPE TENONS
DETAIL S

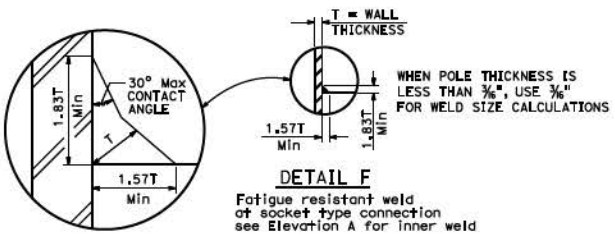


TIP TENON
DETAIL TL
This detail supersedes Detail S when so designated

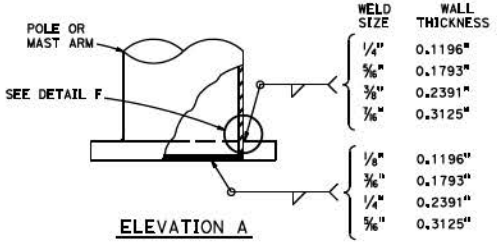
WELD SIZE	WALL THICKNESS
⅛"	0.1196"
⅜"	0.1793"
¼"	0.2391"



TIP TENON
DETAIL TS



DETAIL F
Fatigue resistant weld at socket type connection see Elevation A for inner weld



WELD SIZE	WALL THICKNESS
¼"	0.1196"
⅝"	0.1793"
⅜"	0.2391"
⅞"	0.3125"

⅛"	0.1196"
⅜"	0.1793"
¼"	0.2391"
⅝"	0.3125"

ELEVATION A

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, DETAIL No. 1)

NO SCALE

RSP ES-7M DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-7M DATED OCTOBER 30, 2015 - PAGE 467 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-7M

6-20-16

2015 REVISED STANDARD PLAN RSP ES-7M

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

July 15, 2016
PLANS APPROVAL DATE

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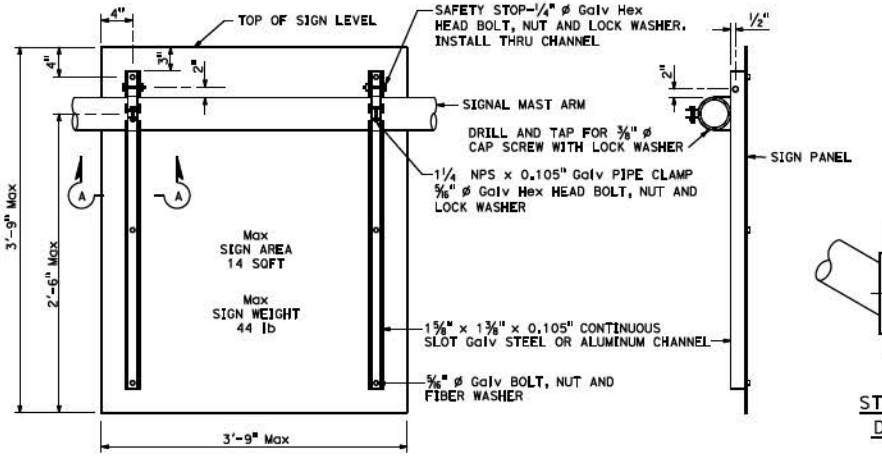
REGISTERED PROFESSIONAL ENGINEER — Stanley P. Johnson — No. C57793 — Exp. 3-31-18 CIVIL — STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____

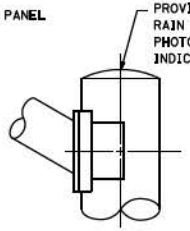
2015 REVISED STANDARD PLAN RSP ES-7N



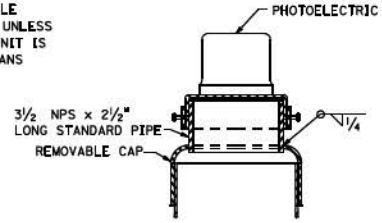
REAR VIEW

SIDE VIEW

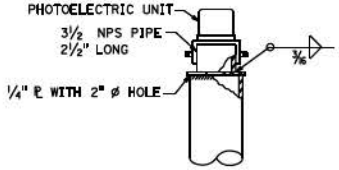
SIGN MOUNTING DETAILS
DETAIL U



STANDARD TOP
DETAIL B-1

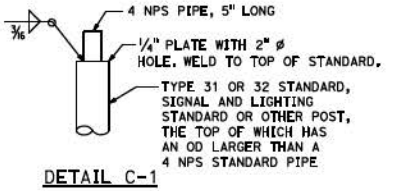


MOUNTING ADAPTER FOR PHOTOELECTRIC UNIT
DETAIL B-2

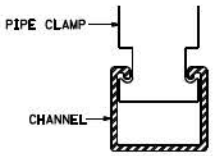


ALTERNATIVE MOUNTING ADAPTER
DETAIL B-3

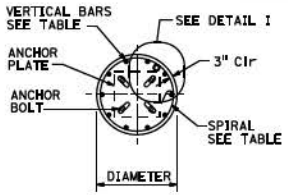
POLE TOP DETAILS
DETAIL B



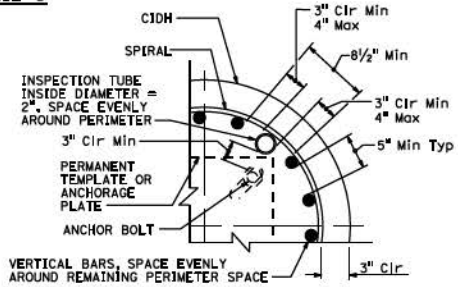
DETAIL C-1



SECTION A-A



SECTION B-B

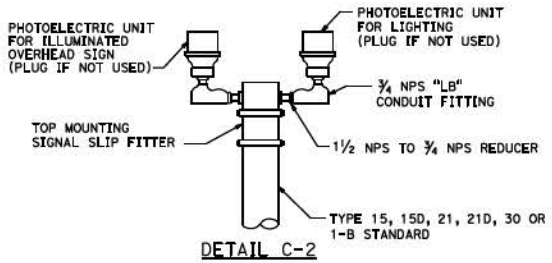


INSPECTION TUBE PLACEMENT
DETAIL I

CIDH REINFORCING AND INSPECTION TUBE SCHEDULE

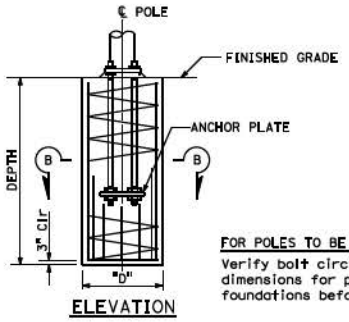
CIDH DIAMETER	VERTICAL BARS	SPIRAL	INSPECTION TUBE
2 ft	8-#5	#4 AT 6	2
2.5 ft	10-#6		4*
3 ft	12-#7	#5 AT 6	
3.5 ft	14-#8		4
4 ft	18-#9	2-#4 AT 7	5
4.5 ft	18-#9	2-#5 AT 7	5
5 ft	22-#10	2-#5 AT 7	6
6 ft	26-#11	2-#6 AT 7	7

* FOR SLIP BASE VERSIONS WITH 3 ANCHOR BOLTS USE 3 INSPECTION TUBES.



DETAIL C-2

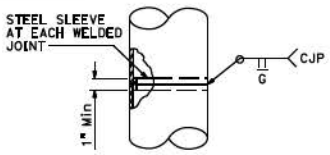
DUAL PHOTOELECTRIC UNIT MOUNTING DETAIL
DETAIL C



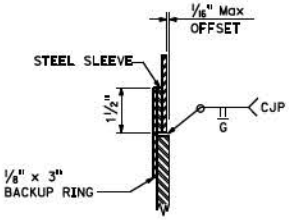
ELEVATION

FOR POLES TO BE INSTALLED ON EXISTING FOUNDATION:
Verify bolt circles, anchor bolt sizes and dependent dimensions for poles to be installed on existing foundations before fabricating the poles.

CAST-IN-DRILLED-HOLE PILE FOUNDATION, REINFORCED PILE
DETAIL A



FOR UNIFORM TUBE THICKNESS
DETAIL T-1



AT TUBE THICKNESS CHANGE
DETAIL T-2

POLE SPLICES
DETAIL T

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, DETAIL No. 2)

NO SCALE

RSP ES-7N DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-7N DATED OCTOBER 30, 2015 - PAGE 468 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-7N

6-20-16

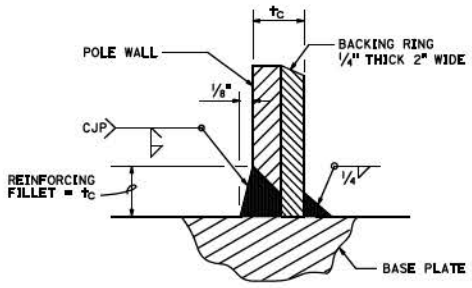
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

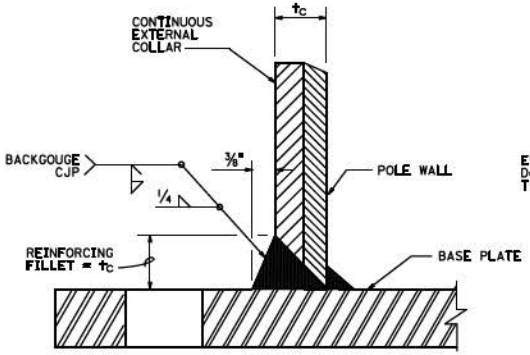
October 30, 2015
PLANS APPROVAL DATE

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.

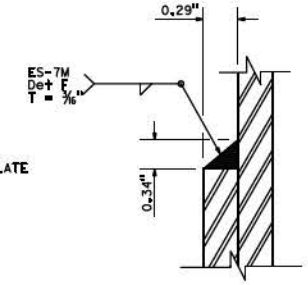
REGISTERED PROFESSIONAL ENGINEER — Stanley P. Johnson — No. C57793 — Exp. 3-31-16 — CIVIL — STATE OF CALIFORNIA



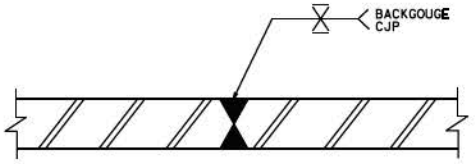
DETAIL B



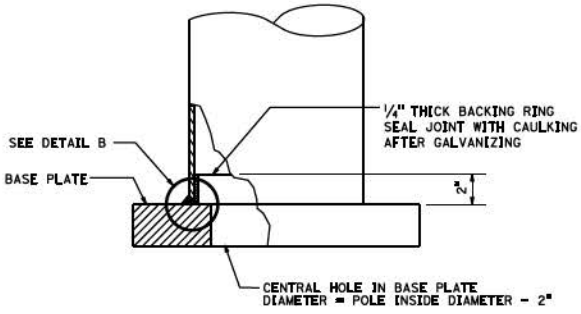
DETAIL C1



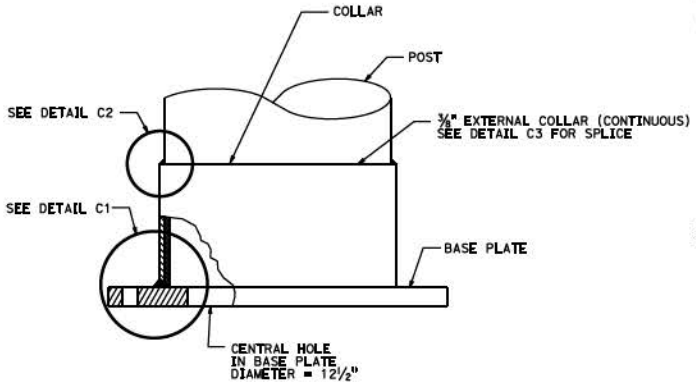
DETAIL C2



DETAIL C3

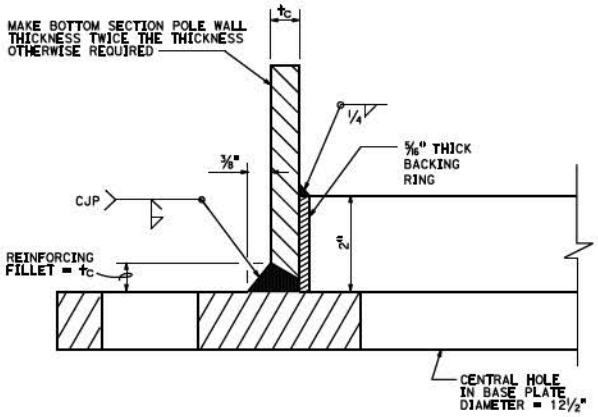


ELEVATION B



ELEVATION C

For alternative base, see Detail C4



DETAIL C4

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

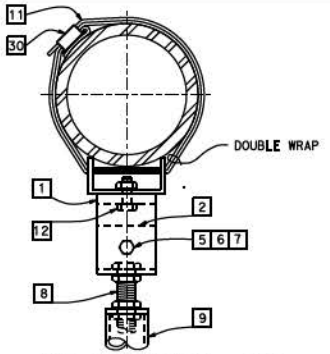
ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, DETAIL No. 3)

NO SCALE

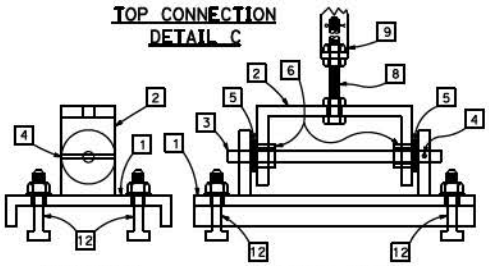
ES-70

9-22-15

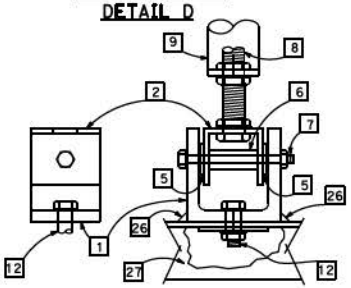
2015 STANDARD PLAN ES-70



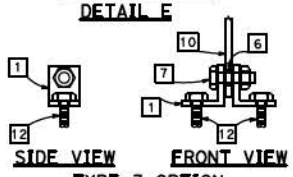
TOP CONNECTION
DETAIL C



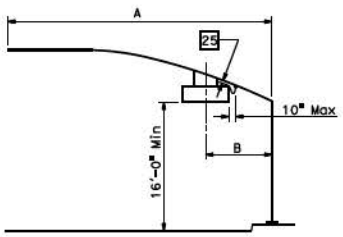
SIDE VIEW FRONT VIEW
TYPE 1 OPTION
DETAIL D



SIDE VIEW FRONT VIEW
TYPE 2 OPTION
DETAIL E



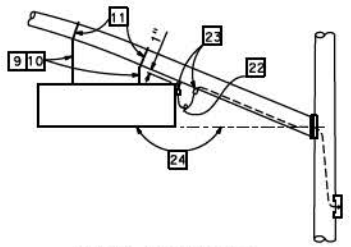
SIDE VIEW FRONT VIEW
TYPE 3 OPTION
MOUNTING ASSEMBLY OPTIONS
DETAIL F



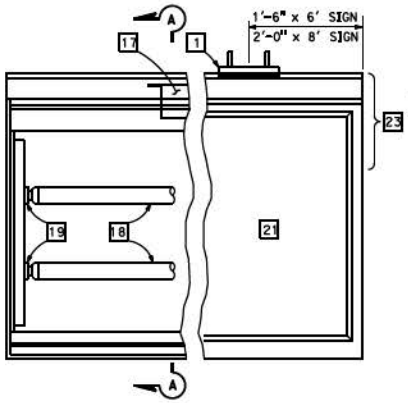
SIGN PLACEMENT
DETAIL G

SIGN PLACEMENT

A	B	
PROJECTED LENGTH	6'-0" SIGN	8'-0" SIGN
20'-0"	7'-10"	8'-10"
25'-0"	9'-2"	10'-2"
30'-0"	9'-6"	10'-6"
35'-0"	10'-6"	11'-6"
40'-0"	12'-6"	13'-6"
45'-0"		
50'-0"		
55'-0"		
60'-0"		
65'-0"		

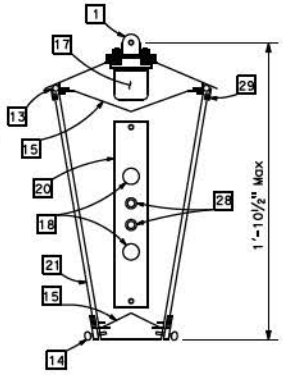


SIGN MOUNTING
DETAIL H

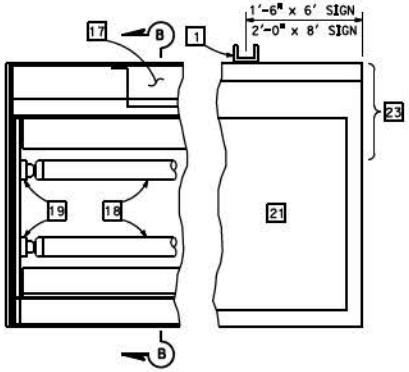


DETAIL A-1

TYPE A SIGN
DETAIL A

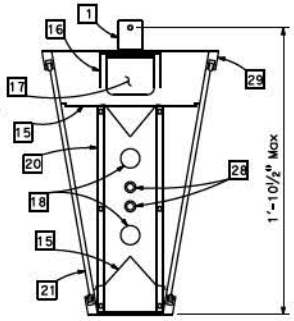


SECTION A-A



DETAIL B-1

TYPE B SIGN
DETAIL B



SECTION B-B

LEGEND:

1. LOWER MOUNTING ASSEMBLY WITH GASKET.
2. UPPER MOUNTING ASSEMBLY.
3. ROD, ½" ø, STAINLESS STEEL.
4. LOCKING PIN, STEEL.
5. FLAT WASHER, STAINLESS STEEL.
6. BUSHING, BRONZE.
7. BOLT, ¼" ø STAINLESS STEEL, WITH SELF-LOCKING NUT.
8. BOLT, ½" ø STAINLESS STEEL, WITH THREE NUTS, AND COTTER KEY. LENGTH AS REQUIRED FOR PROPER MOUNTING OF SIGN.
9. BRACKET, ¼" X 1½" MINIMUM, LENGTH VARIABLE.
10. BRACKET, 2-PIECE ADJUSTABLE, ¼" X 1½" MINIMUM. TWO ½" ø HEXAGON HEAD BOLTS WITH NUTS AND LOCKWASHERS.
11. ¾" X 0.020" MINIMUM ROUNDED EDGE STAINLESS STEEL STRAP WITH 2" LONG BEND UNDER BUCKLE. IF ATTACHING TO A MULTISIDED SECTION BEND UNDER SECTION SHALL BE LONG ENOUGH TO CONTACT AT LEAST 3 CORNERS.
12. MOUNTING BOLT, ¼" ø MINIMUM, WITH NUT AND LOCKWASHER, OR SELF-LOCKING NUT AND COTTER KEY.
13. CONTINUOUS HINGE.
14. THUMB SCREW, ⅝" ø MINIMUM TWO PER SIDE ON 4'-0" CENTERS.
15. REFLECTOR, 0.040" MINIMUM THICKNESS.
16. ALUMINUM STIFFENER.
17. FLUORESCENT BALLAST (2 REQUIRED).
18. LAMP, F72T12CW FOR 6'-0" SIGN F96T12CW FOR 8'-0" SIGN
19. LAMP HOLDER.
20. LAMP HOLDER TURRET.
21. SIGN PANEL, 1'-3" MINIMUM HEIGHT. MESSAGE IS SHOWN ELSEWHERE.
22. CORD, 16/3 TYPE SJT. CONTINUOUS FROM SIGN TERMINAL BLOCK TO SIGNAL HEAD MOUNTING TERMINAL COMPARTMENT. FORM A 1'-0" DRIP LOOP BETWEEN SIGN AND SIGNAL MAST ARM.
23. CORD CONNECTOR, 90° ANGLE CONNECTOR AT THE SIGN LOCATED IN UPPER 1/3 OF THE SIGN AND STRAIGHT CONNECTOR AT THE SIGNAL MAST ARM. DRILL AND TAP BOTTOM OF THE SIGNAL MAST ARM.
24. ADJUST FIXTURE LEVEL NO LOWER THAN CENTER OF SIGNAL MAST ARM CONNECTION.
25. APPROXIMATE CLEARANCE, 1".
26. ¼" FILLET WELD, 1¼" LONG.
27. SIGN FRAME.
28. FUSE HOLDER AND FUSE.
29. CLOSE CELL NEOPRENE GASKET (CONTINUOUS).
30. STAINLESS STEEL STRAP BUCKLE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

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Stanley P. Johnson
No. C57793
Exp. 3-31-16
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (INTERNALLY ILLUMINATED STREET NAME SIGN)

NO SCALE

ES-7P

9-22-15

2015 STANDARD PLAN ES-7P

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

October 30, 2015
PLANS APPROVAL DATE

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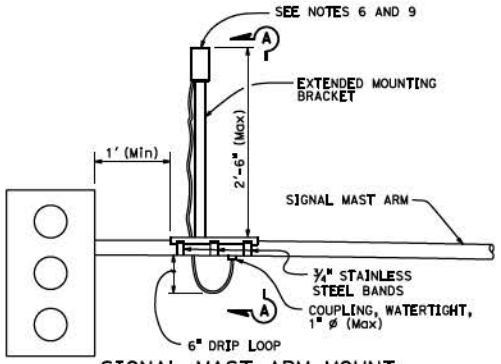
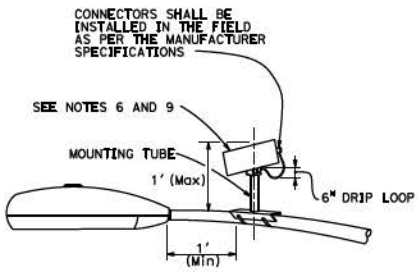
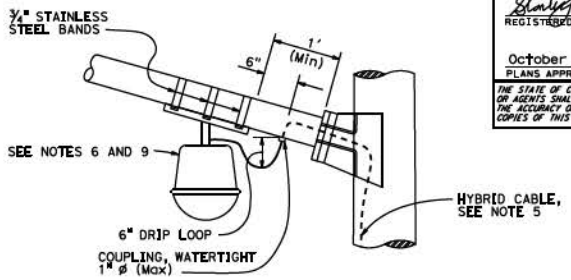
REGISTERED PROFESSIONAL ENGINEER — Stanley P. Johnson — No. C57793 — Exp. 3-31-16 — CIVIL — STATE OF CALIFORNIA



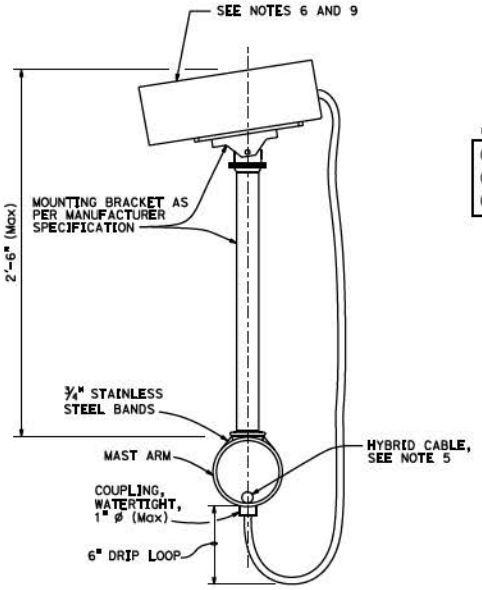
SIGNAL MAST ARM MOUNT
DETAIL A



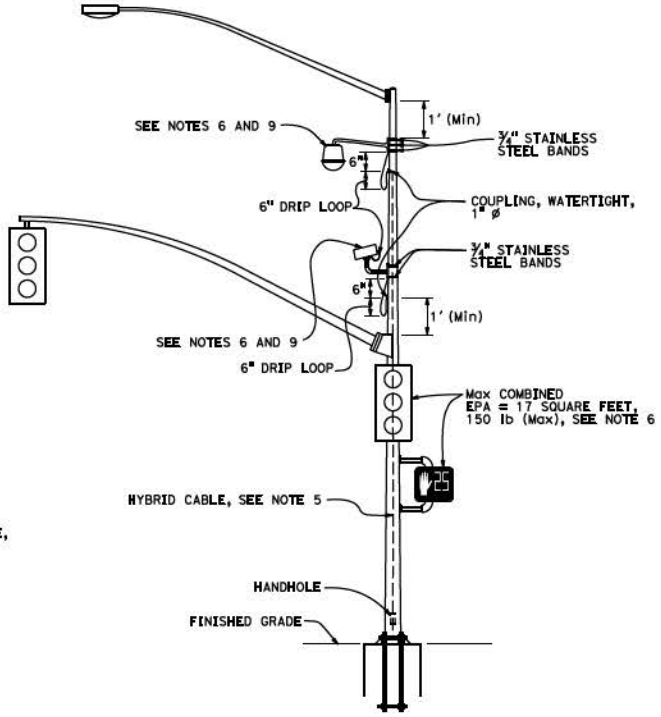
LUMINAIRE MAST ARM MOUNT
DETAIL B



LUMINAIRE MAST ARM MOUNT
DETAIL C



SECTION A-A



SIGNAL POLE MOUNT
DETAIL D

NOTES:

1. Exact mounting location of miscellaneous attachment and bracket shall be approved by the Engineer per manufacturer's recommendation.
2. Location of cable entrances on signal pole shall be a minimum of 1' from any flange or base plate.
3. Hybrid cable entrances on signal pole shall be drilled for weathertight coupling as required.
4. Hybrid cable shall have a drip loop at the entrance into signal pole, luminaire mast arm and signal mast arm.
5. A single hybrid cable shall run continuous and shall not be twisted from the miscellaneous attachment to the controller cabinet. No splices shall be allowed.
6. Use the manufacturer's Effective Projected Area (EPA) for miscellaneous attachment. The maximum EPA for each miscellaneous attachment shall be 1.6 square feet with 10 lb Max.
7. Maximum of two miscellaneous attachments per traffic signal standard.
8. Maximum of one miscellaneous attachment per mast arm.
9. Miscellaneous attachment shall be mounted using clamping devices.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING, MISCELLANEOUS ATTACHMENT)

NO SCALE

ES-7R

9-22-15

2015 STANDARD PLAN ES-7R

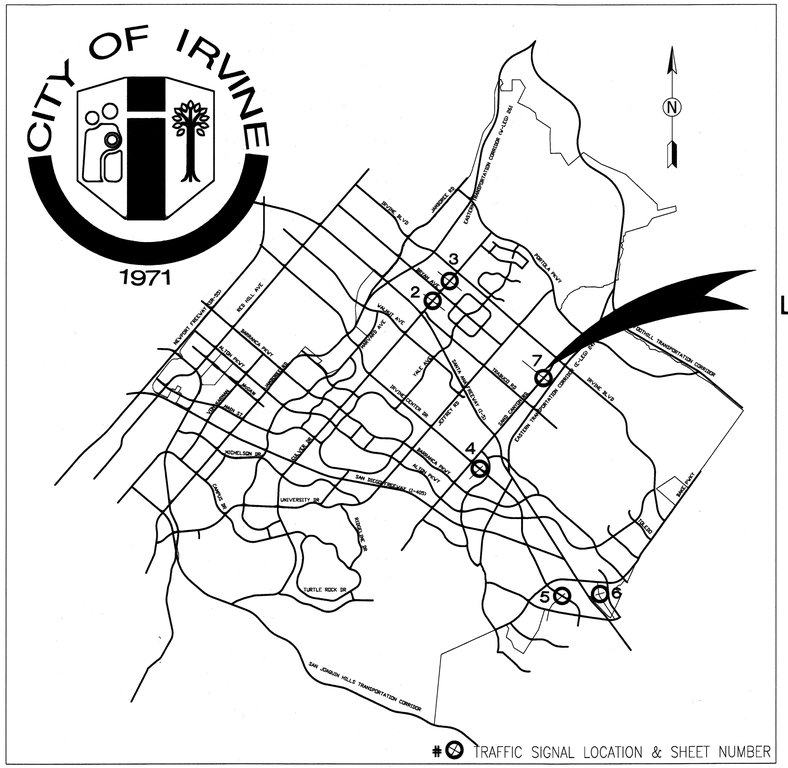
CONSTRUCTION PLANS FOR PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION

CIP NO. 331704

CULVER DRIVE AND FARWELL AVENUE
CULVER DRIVE AND FLORENCE
IRVINE CENTER DRIVE AND ODYSSEY
IRVINE CENTER DRIVE AND TESLA
ROCKFIELD BOULEVARD AND OLDFIELD
SAND CANYON AVENUE AND TOWNGATE

UTILITY COMPANY CONTACTS LIST

COMPANY	ADDRESS
1. SOUTHERN CALIFORNIA GAS (GAS)	1919 STATE COLLEGE BOULEVARD ANAHEIM, CA 92806 WILSON BALDELOMAR (714) 634–5091
2. WILSHIRE CONNECTION, LLC (CABLE)	624 S. GRAND AVE #1200 LOS ANGELES, CA 90017 JOSE JR. T. CUELA (213) 542–0100
3. IRVINE RANCH WATER DISTRICT (WATER & SEWER)	15600 SAND CANYON AVENUE IRVINE,CA 92619 CHRISTIAN KESSLER (949) 453–5441
4. COX COMMUNICATIONS (CABLE)	29947 AVENIDA DE LAS BANDERAS RANCHO SANTA MARGARITA, CA 92688 THOMAS ELDRED (949) 546–2754
5. LEVEL 3 COMMUNICATIONS (COMMUNICATIONS)	1025 ELDORADO BOULEVARD, BLDG. 33A–522 BROOMFIELD, CO 80021 JOHN TRUJILLO (720) 888–4465
6. ZAYO (CABLE)	530 W. 6TH STREET SUITE 720 LOS ANGELES, CA 90014 THOMAS BRUINIERS (213) 283–3601
7. MCI VERIZON (TELEPHONE)	2400 N GLENVILLE DRIVE RICHARDSON, TX 75082 DEAN BOYERS (972) 729 – 6322
8. MPOWER COMMUNICATIONS (COMMUNICATIONS)	2698 WHITE ROAD IRVINE, CA 92614 MARK DENNING (949) 864–0296
9. SOUTHERN CALIFORNIA EDISON (POWER) (ELECTRICAL SERVICE POINT CONNECTION)	14155 BAKE PKWY IRVINE CA 92618 BRIAN BROUGH (949) 379–0663
10. SOUTHERN CALIFORNIA EDISON (REMOVAL OF EXISTING STREET LIGHT)	14155 BAKE PKWY IRVINE CA 92618 SUPAVUD CHOMSEVI (949) 458–4623
11. AT&T CALIFORNIA – SUBSTRUCTURE DESK (TELEPHONE)	3939 E CORONADO ST, 2ND FLOOR ANAHEIM CA, 92807 RICHARD RANSOM (949) 480–6075



VICINITY MAP

PROJECT LOCATIONS

INDEX OF DRAWINGS

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	TRAFFIC SIGNAL PLAN CULVER DRIVE AND FARWELL AVENUE
3	TRAFFIC SIGNAL PLAN CULVER DRIVE AND FLORENCE
4	TRAFFIC SIGNAL PLAN IRVINE CENTER DRIVE AND ODYSSEY
5	TRAFFIC SIGNAL PLAN IRVINE CENTER DRIVE AND TESLA
6	TRAFFIC SIGNAL PLAN ROCKFIELD BOULEVARD AND OLDFIELD
7	TRAFFIC SIGNAL PLAN SAND CANYON AVENUE AND TOWNGATE
8	STREET IMPROVEMENT PLAN SAND CANYON AVENUE AND TOWNGATE
9, 10	TRAFFIC CONTROL PLANS TOWNGATE MEDIAN REMOVAL & SLURRY SEAL
11, 12	TRAFFIC CONTROL PLANS CULVER DRIVE AND FARWELL
13, 14	TRAFFIC CONTROL PLANS CULVER DRIVE AND FLORENCE
15, 16	TRAFFIC CONTROL PLANS IRVINE CENTER DRIVE AND ODYSSEY
17, 18	TRAFFIC CONTROL PLANS IRVINE CENTER DRIVE AND TESLA
19, 20	TRAFFIC CONTROL PLANS ROCKFIELD BOULEVARD AND OLDFIELD
21, 22	TRAFFIC CONTROL PLANS SAND CANYON AVENUE AND TOWNGATE
23, 24	TRAFFIC CONTROL PLANS FLORENCE AND CULVER DRIVE SLURRY SEAL
25, 26	TRAFFIC CONTROL PLANS TYPICAL MAJOR ROADWAY SLURRY SEAL

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Underground Service Alert of Southern California

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD R. HEIAT — No. 45776 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KEITH RANDALL RUTHERFORD — No. TR001647 — TRAFFIC — STATE OF CALIFORNIA
Keith R. Rutherford 11/22/17

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

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., SITE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
Mohammad R. Heiat 11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

		DATE
DRAWN BY:	JDP/KNT/DML/MIO	11/2017
DESIGNED BY:	KRR/JDP	11/2017
CHECKED BY:	MRH/KRR	11/2017
RECOMMENDED BY:		DATE

APPROVED BY:
CITY ENGINEER
JAMES M. HOULIHAN R.C.E. NO. 51568 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TITLE SHEET

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
PERMIT NO. 00718613–TSME
SHEET 1 OF 26

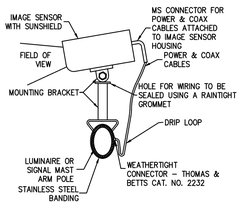
283

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
11/21/17 01:41:43 PM V:\2073\active\207301940\drawing\sheet_files\207301940-PLAN01-01TT.dwg
VIEW = DWG = PATH =

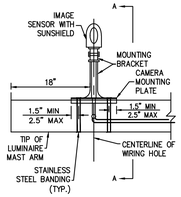
CONDUCTOR SCHEDULE

	POLE #	PHASES	1	2	3	4	5	6	7	8
12CSC / 3CSC / 5CSC	①	ø4, ø7, ø4P, /OVG(FYA)	–	–	–	–	1	1	1	1
	②	ø2PPB	–	–	–	–	1	1	1	1
	③	ø1, ø2P, /ø4PPB, ø2BPB	–	–	–	–	1	2	–	2
	④	ø1, ø6, ø6P, /ø4PPB	1	1	–	1	–	–	–	1
	⑤	ø3, ø4, ø4P, /ø6PPB, ø4BPB,/OVC(FYA)	1	2	1	2	–	–	–	2
	⑥	ø3, ø8, ø8P /OVC(FYA)	–	–	1	–	1	–	–	1
	⑦	ø6PPB	–	–	1	–	1	–	–	1
	⑧	ø5, ø6P, /ø8PPB, ø6BPB	–	–	–	1	2	–	–	2
	⑨	ø2, ø5, ø2P, /ø8PPB	–	–	–	–	–	1	1	1
	⑩	ø7, ø8, ø8P, /ø2PPB, ø8BPB/OVG(FYA)	–	–	–	–	–	1	2	1
		TOTAL CABLES	1 2 1	2 3 1	1 1	4 6 2	1 1	2 3 1	2 1	8 12 4
#10		LUMINAIRE	–	2	2	2	2	2	–	4
		BARE BOND WIRE	1	1	1	1	1	1	1	2
		TOTAL	1	3	3	3	3	3	1	6
#14		IISNS	–	2	2	2	2	2	–	4
VIDEO DET. CABLE COAX+ POWER		ø1	–	1	–	1	–	–	–	1
		ø2	–	–	–	–	–	–	–	1
		ø3+ø8	–	–	2	2	–	–	–	2
		ø4+ø7	–	–	–	–	2	2	–	2
		ø5	–	–	–	–	–	–	–	1
		ø6	–	1	–	1	–	–	–	1
		TOTAL	–	2	2	4	2	2	2	8
TYPE B DLC		ø2	–	–	–	–	–	3	–	3
		ø6	–	–	–	4	–	–	–	4
		TOTAL DLC	–	–	–	4	–	3	–	7
CCTV VIDEO CABLE (SHIELDED CAT5E)			–	1	–	1	–	–	–	1
EVP			–	1	1	2	1	1	–	4
SIC			–	–	–	–	–	–	–	–
CONDUIT SIZES (INCHES)			2.5"(E)	3"(E)	2.5"(E)	2–4"	2.5"(E)	3"(E)	2.5"(E)	2–4"
CONDUIT FILL			20%	31%	31%	18%	31%	33%	20%	36%

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS SHOWN OTHERWISE. (E) – EXISTING
PPB = PEDESTRIAN PUSH BUTTON
BPB = BICYCLE PUSH BUTTON



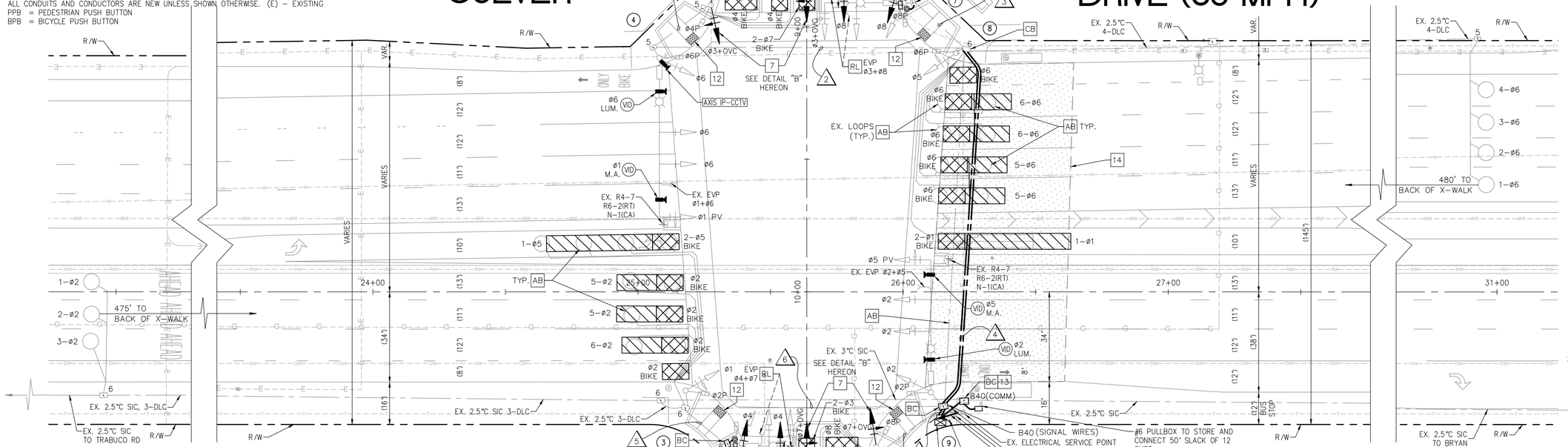
SECTION A-A



VIDEO DETECTION CAMERA MOUNTING DETAIL "A"

FARWELL AVENUE (25 MPH)

CULVER DRIVE (50 MPH)



NOTES THIS SHEET:

1. TRAFFIC SIGNAL AND HIGHWAY LIGHTING CONSTRUCTION SHALL CONFORM TO THE LATEST REVISION OF THE STATE OF CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, THE CURRENT EDITION OF THE CALIFORNIA M.U.T.C.D., AND SECTION 104–TRAFFIC SIGNALS (2016) OF THE CITY OF IRVINE DESIGN MANUAL.
2. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDELINE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
3. UNLESS SHOWN OTHERWISE, ADVANCE INDUCTIVE LOOPS SHALL BE 6' IN DIAMETER, TYPE E. NECESSARY STRIPING SHALL BE LOCATED PRIOR TO POSITIONING DETECTORS.
4. ALL NEW SIGNAL CONDUIT CROSSINGS SHALL BE 4" AND INSTALLED AT 42" MINIMUM DEPTH, UNLESS SHOWN OTHERWISE. NEW INTERCONNECT CONDUIT, OTHER THAN CROSSINGS SHALL BE 3" AND PLACED IN THE OPPOSITE ENDS OF PULL BOXES USING 45 DEGREE U.L. APPROVED ELBOWS. OTHER CONDUIT SHALL BE 2.5" (MIN.) INSTALLED AT 30" (MIN.) DEPTH.
5. CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.
6. ALL PEDESTRIAN INDICATIONS SHALL BE LED, COUNTDOWN STYLE.

   REMOVE AND SALVAGE EXIST. (RA, YA, GA) SIGNAL HEAD AND INSTALL NEW SIGNAL HEAD(S) PER POLE SCHEDULE AND DETAIL "B" THIS SHEET. ALL NEW
7. VEHICLE INDICATIONS SHALL BE LED INDICATIONS, IN METAL HOUSINGS.
8. ALL NEW PULL BOXES SHALL BE #6 WITH CHRISTY FL36T FIBERLYTE LID UNLESS OTHERWISE NOTED.
9. CALL UNDERGROUND SERVICE ALERT – (800) 227–2600 – TWO WORKING DAYS BEFORE DIGGING FOR LOCATIONS OF UTILITIES.
10. REMOVE EXISTING TYPE P CONTROLLER CABINET WITH MODIFIED TYPE II SERVICE AND SIDE-MOUNT COMMUNICATIONS CABINET COMPLETE FROM FOUNDATION AND RELOCATE ON PALLET FOR USE WITH TEMPORARY SIGNAL SYSTEM. TEMPORARY CABINET LOCATION TO BE APPROVED BY THE ENGINEER. REMOVE AND SALVAGE EXISTING CABINET AND ASSOCIATED EQUIPMENT COMPLETE AFTER NEW CABINET IS OPERATIONAL.
11. FURNISH AND INSTALL NEW COMPLETE 8–PHASE SINGLE MODEL 2070E TRAFFIC SIGNAL CONTROLLER AND ATMS 332L CABINET (COLOR BEIGE) ON NEW FOUNDATION. 2070E CONTROLLER SHALL HAVE AN ECONOLITE 2070–1C MODULE AND ECONOLITE ASC/3 SOFTWARE (CURRENT VERSION), AND ALL ASSOCIATED EQUIPMENT INCLUDING BATTERY BACKUP SYSTEM AS SPECIFIED IN SECTION 104 – TRAFFIC SIGNALS (FEBRUARY 2016) OF THE CITY OF IRVINE DESIGN MANUAL.
12. INSTALL DETECTABLE WARNING SURFACE PER CITY OF IRVINE STD. PLAN NO. 202.
13. INSTALL SPLICE CANISTER INTO EXISTING SIC B40 PULLBOX
14. APPLY TYPE II SLURRY TO EXISTING PAVEMENT PER LIMITS SHOWN ON PLANS AND REPAINT STRIPING IN KIND.

(VID) FURNISH AND INSTALL VIDEO CAMERA ON LUMINAIRE OR SIGNAL MAST ARM AS SHOWN ON PLAN PER DETAIL "A" THIS SHEET. FURNISH AND INSTALL VIDEO DETECTION PROCESSOR AND EXTENSION MODULES (ITERIS VANTAGE EDGE2) IN CABINET IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS INCLUDING CABLING FROM CAMERA LOCATIONS TO CONTROLLER CABINET AND ALL APPURTENANCES NECESSARY TO PROVIDE THE INTENDED OPERATION PER THE TECHNICAL PROVISIONS AND AS APPROVED BY THE ENGINEER.

AXIS IP–CCTV FURNISH AND INSTALL IP–CCTV CAMERA AND WIRING TO SUPPORT IP–CCTV OPERATION PER PLAN. MODEL NO. AXIS Q0645–E CAMERA WITH AXIS T91A57 ARM (POE CAT5E).

AB ABANDON, IF APPLIES TO PULL BOX, REMOVE CONDUCTORS

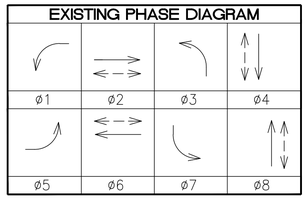
BC INSTALL PULL BOX IN EXISTING CONDUIT RUN

CB INSTALL CONDUIT INTO EXISTING PULL BOX

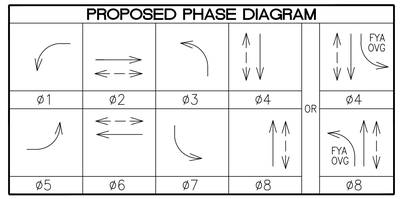
RL RELOCATE EQUIPMENT

RS REMOVE AND SALVAGE EQUIPMENT.

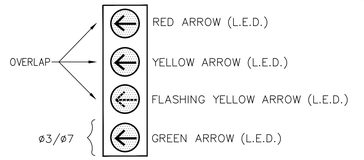
EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



OVC = LOAD SWITCH 13
OVG = LOAD SWITCH 14



DETAIL "B"
4–SECTION LEFT–TURN SIGNAL HEAD (ALL SECTIONS 12")
N.T.S.

DETAIL "C"
FLASHING YELLOW ARROW SIGN

SENSOR SCHEDULE

UNIT	CHANNEL	DETECTOR	UNIT	CHANNEL	DETECTOR
I1	U	5–ø2	J1	U	1–ø2
	L	6–ø2		L	2–ø2
I2	U	1–ø5	J2	U	3–ø2
	L	2–ø5		L	4–ø2
I3	U	4–ø4	J3	U	1–ø4
	L	5–ø4		L	2–ø4
I4	U	1–ø7	J4	U	3–ø4
	L	2–ø7		L	SP
I5	U	5–ø6	J5	U	1–ø6
	L	6–ø6		L	2–ø6
I6	U	1–ø1	J6	U	3–ø6
	L	2–ø1		L	4–ø6
I7	U	4–ø8	J7	U	1–ø8
	L	5–ø8		L	2–ø8
I8	U	1–ø3	J8	U	3–ø8
	L	2–ø3		L	SP
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ø2 BIKE	J11	U	EVA–ø2
	L	ø4 BIKE		L	EVB–ø6
I12	U	ø6 BIKE	J12	U	EVC–ø4
	L	ø8 BIKE		L	EVD–ø8
I13	U	ø2 PED	J13	U	MAN ADV
	L	ø4 PED		L	MAN EN
I14	U	ø6 PED	J14	L	FLASH SEN
	L	ø8 PED		L	STOP TIME

ALL SENSOR UNITS SHALL BE RACK MOUNT WITH TWO CHANNELS PER DETECTION UNIT

LEGEND

TYPE II SLURRY SEAL

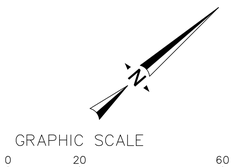
VIDEO DETECTION LEGEND

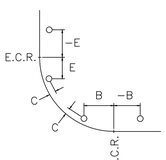
VIDEO DETECTION CAMERA
BIKE DETECTION ZONE
VEHICLE DETECTION ZONE

POLE SCHEDULE

POLE DATA			SIGNAL	LUM	LED***	SIGNAL MOUNTING			PED PUSH BUTTON△	*POLE LOCATION				TYPE "A" SIGN (DOUBLE SIGN)	SIZE
No	TYPE	HEIGHT	MA	MA	LUM	VEH	MA	PED	PHASE	POLE QUAD	E	B	C		
①	19-4-100(N)	30'	25'	12'	87 (N)	SV-1-T(N)	2-MAS(N)	SP-1-CS(N)	–	–	6'		2.5'	Culver(N)**	6'
②	PPB POST(N)	4'-7"	–	–	–	–	–	–	2(N)	W	14.5'		2.5'	–	–
③	1A	10'	–	–	–	TV–1–T	–	SP–1–CS	4(N)/2●	N/W		7'	2.5'	–	–
④	61–5–129	30'	60'	15'	87	SV–1–T	3–MAS	SP–1–CS	4(N)	N	11.5'		2.5'	Farwell(N)**	6'
⑤	1A	10'	–	–	–	TV-2-T(N)	–	SP–1–CS	6(N)/4(N)●	E/N		11'	2.5'	–	–
⑥	24-4-100(N)	30'	35'	12'	87 (N)	SV-1-T(N)	2-MAS(N)	SP-1-CS(N)	–	–	5'		2.5'	Culver(N)**	6'
⑦	PPB POST(N)	4'-7"	–	–	–	–	–	–	6(N)	E	15'		2.5'	–	–
⑧	1A	10'	–	–	–	TV–1–T	–	SP–1–CS	8(N)/6●	S/E		12'	2.5'	–	–
⑨	29–5–70	30'	50'	15'	87	SV–1–T	3–MAS	SP–1–CS	8(N)	S	11'		2.5'	Farwell(N)**	6'
⑩	1A	10'	–	–	–	TV-2-T(N)	–	SP–1–CS	2(N)/8●	W/S		11.5'	2.5'	–	–

ALL EQUIPMENT IS EXISTING UNLESS NOTED. **(N) – NEW EQUIPMENT**
● BIKE PUSH BUTTON
** LED IISNS
*** EQUIVALENT TO 250W HPS LUMINAIRE.
△ AUDIBLE PEDESTRIAN SYSTEM (APS) WITH 9"x12" SIGNS





(ALL POLE LOCATIONS ARE EXISTING)
*POLE LOCATION DETAIL

Keith R. Rutherford 11/22/17

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR001647 TRAFFIC STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

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

DRAWN BY: JDP/KNT/DML/MIO DATE 11/2017
DESIGNED BY: KRR/JDP DATE 11/2017
CHECKED BY: MRH/KRR DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923–6000 TEL
IRVINE, CA 92618 (949) 261–8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION CULVER DRIVE AND FARWELL AVENUE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
PERMIT NO. 00718613–TSME
SHEET 2 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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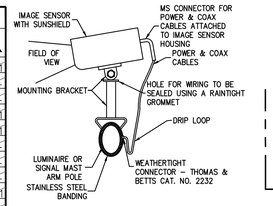
VIEW = DWG = PATH =

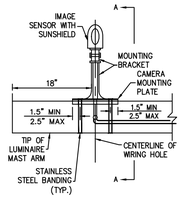
CONDUCTOR SCHEDULE

	POLE #	PHASES	1	2	3	4	5	6	7	8	9
12CSC / 3CSC / 5CSC	①	ø4, ø7, ø4P, /ø2PPB, /OVC(FYA)		-/-/-		-/-/-	1/1/1	1/1/1		1/1/1	1/1/1
	②	ø1, ø2, ø2P, /ø4PPB, ø2BPB		-/-/-		-/-/-		2/-/-		1/2/2	1/2/2
	③	ø1, ø6, ø6P, /ø4PPB		1/-/-		1/-/-		-/-/-		1/-/-	1/-/-
	④	ø3, ø4, ø4P, /ø6PPB, ø4BPB, /OVC(FYA)	2/1/1	2/-/-		2/-/-		-/-/-		2/-/-	2/-/-
	⑤	ø3, ø8, ø8P, /ø6PPB, /OVC(FYA)		-/-/-	1/1/1	1/1/1		-/-/-		1/-/-	1/-/-
	⑥	ø5, ø6, ø6P, /ø8PPB, ø6BPB		-/-/-		2/-/-		-/-/-		2/-/-	2/-/-
	⑦	ø2, ø5, ø2P		-/-/-		-/-/-		-/-/-		1/-/-	1/-/-
	⑧	ø8PPB		-/-/-		-/-/-		-/-/-		1/-/-	1/-/-
	⑨	ø7, ø8, ø8P, /ø2PPB, ø8BPB, /OVG(FYA)		-/-/-		-/-/-		-/-/-	2/1/1	2/1/1	2/1/1
		TOTAL CABLES	1/2/1	3/1/1		4/6/2	1/1/1	2/3/1	1/2/1	8/12/4	8/12/4
#10		LUMINAIRE		2	2	2	2	2		4	4
		BARE BOND WIRE		1	1	1	1	1		2	2
		TOTAL		3	3	3	3	3		6	6
#14		IISNS		2	2	2	2	2		4	4
VIDEO DET. CABLE COAX+ POWER		ø1		1		1		–		1	1
		ø2		–		–		–		1	1
		ø3+ø8		–	2	2		–		2	2
		ø4+ø7		–		–	2	2		2	2
		ø5		–		–		–		1	1
		ø6		1		1		–		1	1
		TOTAL		2	2	4	2	2		8	8
TYPE B DLC		ø2		–		–		3		3	3
		ø6		–		3		–		3	3
		TOTAL DLC		–		3		3		6	6
CCTV VIDEO CABLE (SHIELDED CAT5E)			–	1	–	1	–	–	–	1	1
EVP			–	1	–	1	–	–	–	2	2
SIC			–	–	–	–	–	–	–	–	–
CONDUIT SIZES (INCHES)			2.5"(E)	3"(E)	2.5"(E)	2-4"	2.5"(E)	3"(E)	2.5"(E)	2-4"	2-4"
CONDUIT FILL			20%	31%	29%	18%	29%	32%	20%	35%	35%

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS SHOWN OTHERWISE. (E) – EXISTING
PPB = PEDESTRIAN PUSH BUTTON
BPB = BICYCLE PUSH BUTTON

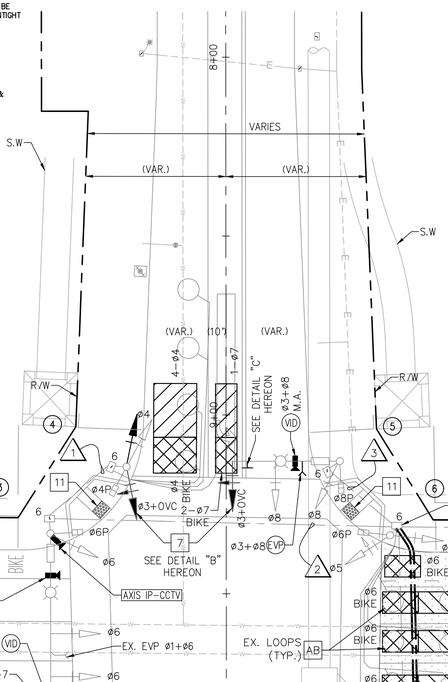


SECTION A-A

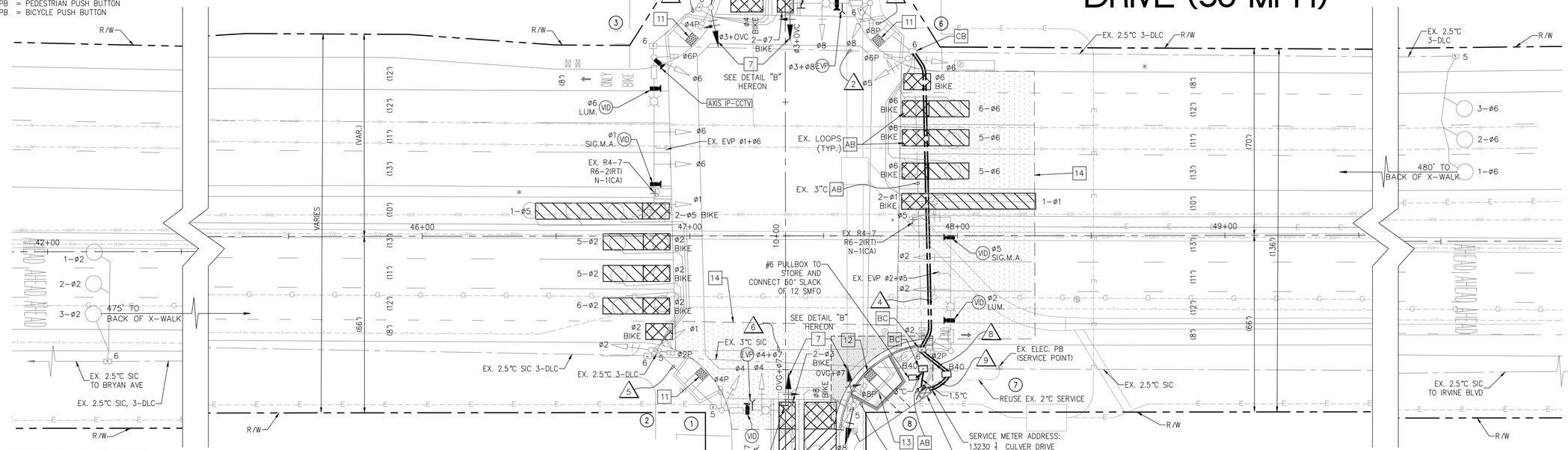


VIDEO DETECTION CAMERA MOUNTING DETAIL "A"

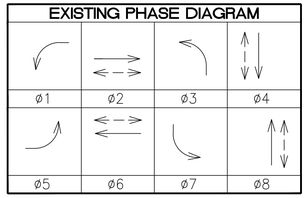
FLORENCE (25 MPH)



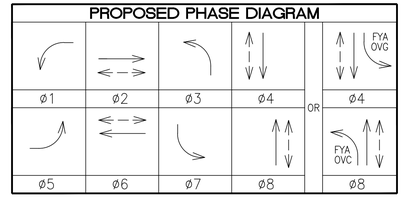
CULVER DRIVE (50 MPH)



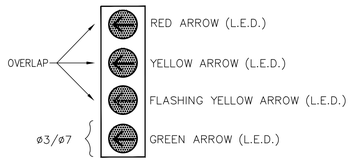
EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



OVC = LOAD SWITCH 13
OVG = LOAD SWITCH 14



DETAIL "B"
4-SECTION LEFT-TURN SIGNAL HEAD (ALL SECTIONS 12")
N.T.S.

DETAIL "C"
FLASHING YELLOW ARROW SIGN

SENSOR SCHEDULE

UNIT	CHANNEL	DETECTOR	UNIT	CHANNEL	DETECTOR
I1	U	5-ø2	J1	U	1-ø2
	L	6-ø2		L	2-ø2
I2	U	1-ø5	J2	U	3-ø2
	L	2-ø5		L	4-ø2
I3	U	4-ø4	J3	U	1-ø4
	L	5-ø4		L	2-ø4
I4	U	1-ø7	J4	U	3-ø4
	L	2-ø7		L	SP
I5	U	5-ø6	J5	U	1-ø6
	L	6-ø6		L	2-ø6
I6	U	1-ø1	J6	U	3-ø6
	L	2-ø1		L	4-ø6
I7	U	4-ø5	J7	U	1-ø8
	L	5-ø8		L	2-ø8
I8	U	1-ø3	J8	U	3-ø8
	L	2-ø3		L	SP
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ø2 BIKE	J11	U	EVA-ø2
	L	ø4 BIKE		L	EVB-ø6
I12	U	ø6 BIKE	J12	U	EVC-ø4
	L	ø8 BIKE		L	EVD-ø8
I13	U	ø2 PED	J13	U	MAN ADV
	L	ø4 PED		L	MAN EN
I14	U	ø6 PED	J14	U	FLASH SEN
	L	ø8 PED		L	STOP TIME

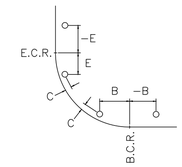
ALL SENSOR UNITS SHALL BE RACK MOUNT WITH TWO CHANNELS PER DETECTION UNIT

LEGEND

TYPE II SLURRY SEAL
FULL DEPTH AC

VIDEO DETECTION LEGEND

VIDEO DETECTION CAMERA
BIKE DETECTION ZONE
VEHICLE DETECTION ZONE



(ALL POLE LOCATIONS ARE EXISTING)
*POLE LOCATION DETAIL

GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

NOTES THIS SHEET:

1. TRAFFIC SIGNAL AND HIGHWAY LIGHTING CONSTRUCTION SHALL CONFORM TO THE LATEST REVISION OF THE STATE OF CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, THE CURRENT EDITION OF THE CALIFORNIA M.U.T.C.D., AND SECTION 104-TRAFFIC SIGNALS (2016) OF THE CITY OF IRVINE DESIGN MANUAL.
2. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDELINE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
3. UNLESS SHOWN OTHERWISE, ADVANCE INDUCTIVE LOOPS SHALL BE 6' IN DIAMETER, TYPE E. NECESSARY STRIPING SHALL BE LOCATED PRIOR TO POSITIONING DETECTORS.
4. ALL NEW SIGNAL CONDUIT CROSSINGS SHALL BE 4" AND INSTALLED AT 42" MINIMUM DEPTH, UNLESS SHOWN OTHERWISE. NEW INTERCONNECT CONDUIT, OTHER THAN CROSSINGS SHALL BE 3" AND PLACED IN THE OPPOSITE ENDS OF PULL BOXES USING 45 DEGREE U.L. APPROVED ELBOWS. OTHER CONDUIT SHALL BE 2.5" (MIN.) INSTALLED AT 30" (MIN.) DEPTH.
5. CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.
6. ALL PEDESTRIAN INDICATIONS SHALL BE LED, COUNTDOWN STYLE.
7. REMOVE AND SALVAGE EXIST. (RA, YA, GA) SIGNAL HEAD AND INSTALL NEW SIGNAL HEAD(S) PER POLE SCHEDULE AND DETAIL "B" THIS SHEET. ALL NEW VEHICLE INDICATIONS SHALL BE LED INDICATIONS, IN METAL HOUSINGS.
8. ALL NEW PULL BOXES SHALL BE #6 WITH CHRISTY FL36T FIBERLYTE LID UNLESS OTHERWISE NOTED.
9. CALL UNDERGROUND SERVICE ALERT – (800) 227-2600 – TWO WORKING DAYS BEFORE DIGGING FOR LOCATIONS OF UTILITIES.
10. FURNISH AND INSTALL NEW COMPLETE 8-PHASE SINGLE MODE 2070E TRAFFIC SIGNAL CONTROLLER AND ATMS 332L CABINET (COLOR BEIGE) ON NEW FOUNDATION. 2070E CONTROLLER SHALL HAVE AN ECONOLITE 2070-1C MODULE AND ECONOLITE ASC/3 SOFTWARE (CURRENT VERSION), AND ALL ASSOCIATED EQUIPMENT AS SPECIFIED IN SECTION 104 – TRAFFIC SIGNALS (FEBRUARY 2016) OF THE CITY OF IRVINE DESIGN MANUAL.
11. INSTALL DETECTABLE WARNING SURFACE PER CITY OF IRVINE STD. PLAN NO. 202.
12. REMOVE EXISTING AND CONSTRUCT C&G, SIDEWALK, AND CURB RAMP PER CITY OF IRVINE STD. PLAN NOS. 200 (TYPE "A-2"), 201, AND 202 (STRAIGHT CORNER CUT-OFF RAMP). SAWCUT, REMOVE, AND RECONSTRUCT AC PAVEMENT PER SPPWC STD. PLAN NO. 133-3 CASE 1. SEE RAMP DETAIL ON SHEET 8.
13. PULL BOX TO BE REMOVED AND RELOCATED OUTSIDE OF THE NEW CURB RAMP BY COX COMMUNICATIONS.
14. APPLY TYPE II SLURRY TO NEW AND EXISTING PAVEMENT PER LIMITS SHOWN ON PLAN AND REPAINT STRIPING IN KIND.
15. REMOVE EXISTING TYPE P CONTROLLER CABINET WITH MODIFIED TYPE II SERVICE AND SIDE-MOUNT COMMUNICATIONS CABINET COMPLETE FROM FOUNDATION AND RELOCATE ON PALLET FOR USE WITH TEMPORARY SIGNAL SYSTEM. TEMPORARY CABINET LOCATION TO BE APPROVED BY THE ENGINEER. REMOVE AND SALVAGE EXISTING CABINET AND ASSOCIATED EQUIPMENT COMPLETE AFTER NEW CABINET IS OPERATIONAL.

VID FURNISH AND INSTALL VIDEO CAMERA ON LUMINAIRE OR SIGNAL MAST ARM AS SHOWN ON PLAN PER DETAIL "A" THIS SHEET. FURNISH AND INSTALL VIDEO DETECTION PROCESSOR AND EXTENSION MODULES (ITERIS VANTAGE EDGE2) IN CABINET IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS INCLUDING CABLING FROM CAMERA LOCATIONS TO CONTROLLER CABINET AND ALL APPURTENANCES NECESSARY TO PROVIDE THE INTENDED OPERATION PER THE TECHNICAL PROVISIONS AND AS APPROVED BY THE ENGINEER.

EVP INSTALL OPTICOM DETECTOR GTT MODEL 711 ON SIGNAL MAST ARM PER MANUFACTURER'S SPECIFICATIONS

AXIS IP-CCTV FURNISH AND INSTALL IP-CCTV CAMERA AND WIRING TO SUPPORT IP-CCTV OPERATION PER PLAN. MODEL NO. AXIS Q6045-E CAMERA WITH AXIS T91A57 ARM (POE CAT5E).

AB ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.

BC INSTALL PULL BOX IN EXISTING CONDUIT RUN.

CB INSTALL CONDUIT INTO EXISTING PULL BOX.

RS REMOVE AND SALVAGE EQUIPMENT.

POLE SCHEDULE

POLE DATA			SIGNAL	LUM	LED	SIGNAL MOUNTING			PED PUSH BUTTON△	*POLE LOCATION				TYPE "A" SIGN (DOUBLE SIGN)	SIZE
No	TYPE	HEIGHT	MA	MA	LUM	VEH	MA	PED	PHASE	POLE QUAD	E	B	C		
①	19-4-70	30'	25'	15'	87	SV-1-T	MAS MAS(N)	SP-1-CS	2(N)	W	10.5'		2.5'	Culver	6'
②	1A	10'	–	–	–	TV-2-T	–	SP-1-CS	4(N)/2●	N/W		4.5'	2.5'	–	–
③	29-5-80	30'	55'	15'	87	SV-1-T	3-MAS	SP-1-CS	4(N)	N	8.5'		3.5'	Florence	6'
④	1A	10'	–	–	–	TV-2-T(N)	–	SP-1-CS	6(N)/4●	E/N		11.5'	2.5'	–	–
⑤	19-4-80	30'	30'	15'	87	SV-1-T	MAS MAS(N)	SP-1-CS	6(N)	E	10.5'		7'	Culver	6'
⑥	1A	10'	–	–	–	TV-2-T	–	SP-1-CS	8(N)/6●	S/E		14'	2.5'	–	–
⑦	29-5-80	30'	50'	15'	87	SV-1-T	3-MAS	SP-1-CS	–	–	-7'		2.5'	Florence	6'
⑧	PPB POST	3'-10"	–	–	–	–	–	–	8(N)	S		14'	3'	–	–
⑨	1A	10'	–	–	–	TV-2-T(N)	–	SP-1-CS	2(N)/8●	W/S		11'	3'	–	–

ALL EQUIPMENT IS EXISTING UNLESS NOTED. **(N) - NEW EQUIPMENT**
● BIKE PUSH BUTTON
△ AUDIBLE PEDESTRIAN SYSTEM (APS) WITH 9"x12" SIGNS

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

DRAWN BY: JDP/KNT/DML/MIO — DATE 11/2017
DESIGNED BY: KRR/JDP — DATE 11/2017
CHECKED BY: MRH/KRR — DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE 11/22/17

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTTERFORD No. TR001647 TRAFFIC STATE OF CALIFORNIA

Keith R. Rutterford 11/22/17

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION CULVER DRIVE AND FLORENCE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 3 OF 26

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PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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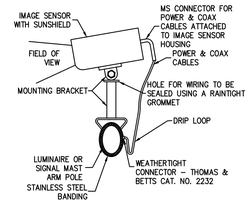
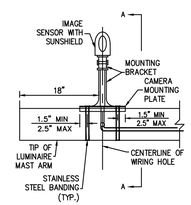
CONDUCTOR SCHEDULE

	POLE #	PHASES	1	2	3	4	5	6	7	8
12SC	①	ø4, ø7, ø4P, /ø2PPB, /ø7(FYA)		–		–		1	1	1
	②	ø1, ø2P, /ø4PPB, ø2BPB		–		–	2	2	2	2
3CSC	③	ø1, ø6, ø6P, /ø4PPB	1	1	1	1		–	–	1
	④	ø3, ø4, ø4P, /ø6PPB, ø4BPB,/ø3(FYA)		2	2	2		–	–	2
	⑤	ø3, ø8, ø8P, /ø6PPB, /ø3(FYA)		–	1	1		–	–	1
5SC	⑥	ø5, ø6P, /ø8PPB, ø6BPB		–		2		–	–	2
	⑦	ø2, ø5, ø2P, /ø8PPB		–		–		–	–	1
	⑧	ø7, ø8, ø8P, /ø2PPB, ø8BPB,/ø7(FYA)		–		–		–	2	2
		TOTAL CABLES	1	4	3	5	2	6	5	12
#10		LUMINAIRE	2	2	2	2	–	2	2	4
		BARE BOND WIRE	1	1	1	1	1	1	1	2
		TOTAL	3	3	3	3	1	3	3	6
#14		IISNS	2	2	2	2	–	2	2	4
VIDEO DET. CABLE COAX+ POWER		ø1	1	1	1	1		–		1
		ø2		–		–		–		1
		ø3+ø8		–	2	2		–		2
		ø4+ø7		–		–		2	2	2
		ø5		–		–		–		1
		ø6	1	1	1	1		–		1
		TOTAL	2	2	4	4	–	2	2	8
TYPE B DLC		ø2		–		–	3	3	3	3
		ø6		–		3		–		3
		TOTAL DLC		–		3	3	3	3	6
CCTV VIDEO CABLE (SHIELDED CAT5E)			1	1	1	1	–	–	–	1
EVP			1	1	2	2	–	1	1	4
**SIC				–		–		–		–
CONDUIT SIZES (INCHES)			2.5"(E)	3"(E)	2-4"	2-4"	2.5"(E)	3"(E)	4"	2-4"(E)
CONDUIT FILL			29%	31%	14%	18%	21%	33%	27%	36%

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS SHOWN OTHERWISE. (E) – EXISTING
PPB = PEDESTRIAN PUSH BUTTON
BPB = BICYCLE PUSH BUTTON
** = 25 PR #22 COPPER, 18 FIBER (12 MULTIMODE, 6 SINGLE MODE) HYBRID INTERCONNECT CABLE



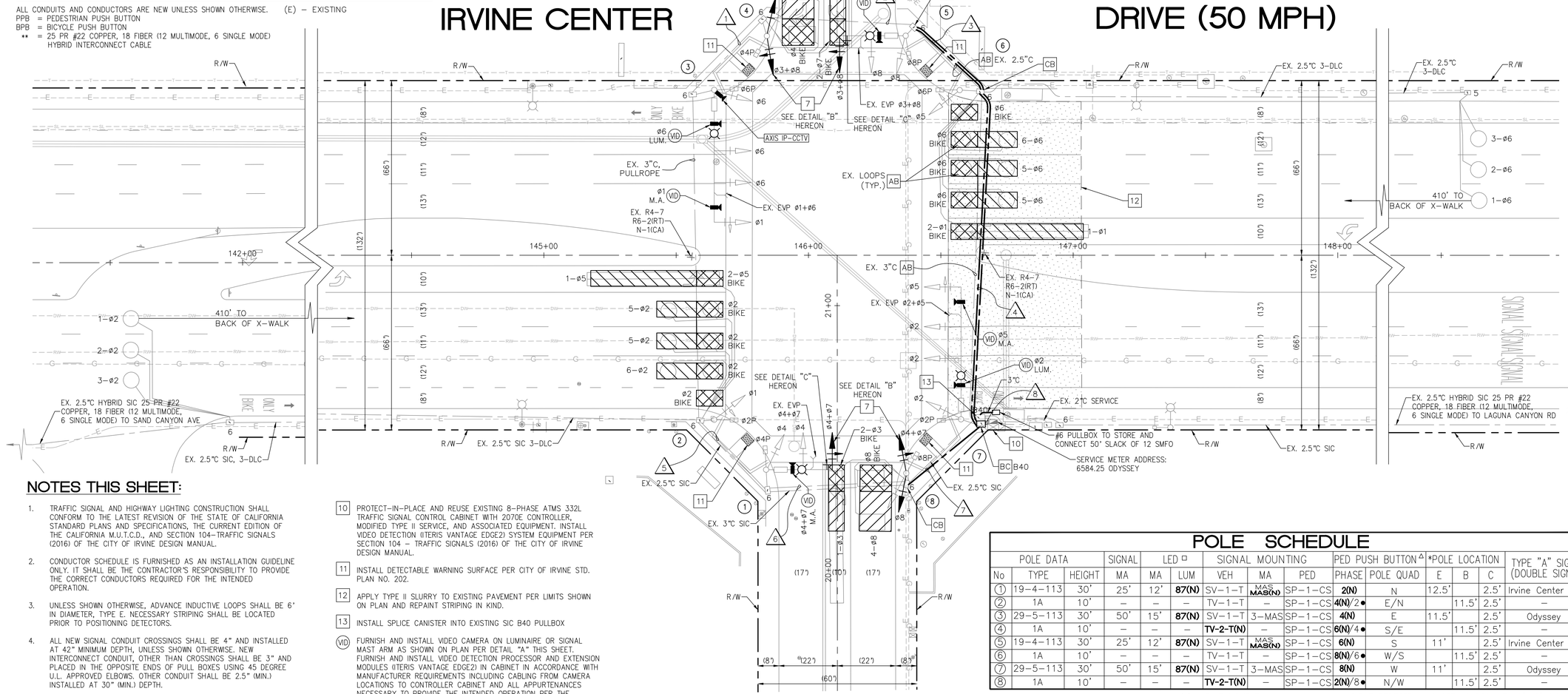
SECTION A-A



VIDEO DETECTION CAMERA MOUNTING DETAIL "A"

ODYSSEY (25 MPH)

IRVINE CENTER DRIVE (50 MPH)



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9. CALL UNDERGROUND SERVICE ALERT – (800) 227–2600 – TWO WORKING DAYS BEFORE DIGGING FOR LOCATIONS OF UTILITIES.

[10] PROTECT–IN–PLACE AND REUSE EXISTING 8–PHASE ATMS 332L TRAFFIC SIGNAL CONTROL CABINET WITH 2070E CONTROLLER, MODIFIED TYPE II SERVICE, AND ASSOCIATED EQUIPMENT. INSTALL VIDEO DETECTION (ITERIS VANTAGE EDGE2) SYSTEM EQUIPMENT PER SECTION 104 – TRAFFIC SIGNALS (2016) OF THE CITY OF IRVINE DESIGN MANUAL.

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[12] APPLY TYPE II SLURRY TO EXISTING PAVEMENT PER LIMITS SHOWN ON PLAN AND REPAINT STRIPING IN KIND.

[13] INSTALL SPLICE CANISTER INTO EXISTING SIC B40 PULLBOX

(VID) FURNISH AND INSTALL VIDEO CAMERA ON LUMINAIRE OR SIGNAL MAST ARM AS SHOWN ON PLAN PER DETAIL "A" THIS SHEET. FURNISH AND INSTALL VIDEO DETECTION PROCESSOR AND EXTENSION MODULES (ITERIS VANTAGE EDGE2) IN CABINET IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS INCLUDING CABLING FROM CAMERA LOCATIONS TO CONTROLLER CABINET AND ALL APPURTENANCES NECESSARY TO PROVIDE THE INTENDED OPERATION PER THE TECHNICAL PROVISIONS AND AS APPROVED BY THE ENGINEER.

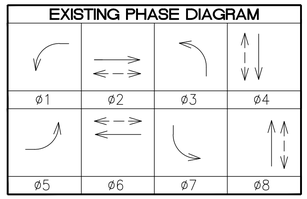
[AXIS IP–CCTV] FURNISH AND INSTALL IP–CCTV CAMERA AND WIRING TO SUPPORT IP–CCTV OPERATION PER PLAN. MODEL NO. AXIS Q6045–E CAMERA WITH AXIS T91A57 ARM (POE CAT5E).

[AB] ABANDON, IF APPLIES TO CONDUIT, REMOVE CONDUCTORS

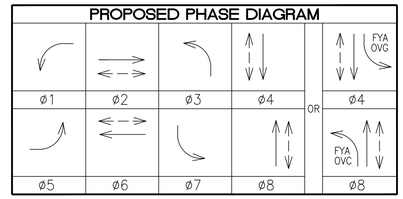
[BC] INSTALL PULL BOX IN EXISTING CONDUIT RUN

[CB] INSTALL CONDUIT INTO EXISTING PULL BOX

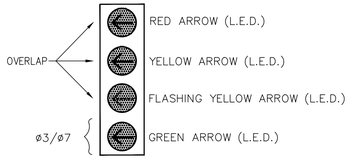
EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



OVC = LOAD SWITCH 13
OVG = LOAD SWITCH 14



DETAIL "B"
4–SECTION LEFT–TURN SIGNAL HEAD (ALL SECTIONS 12")
N.T.S.

DETAIL "C"
FLASHING YELLOW ARROW SIGN

SENSOR SCHEDULE

UNIT	CHANNEL	DETECTOR	UNIT	CHANNEL	DETECTOR
I1	U	5–ø2	J1	U	1–ø2
	L	6–ø2		L	2–ø2
I2	U	1–ø5	J2	U	3–ø2
	L	2–ø5		L	4–ø2
I3	U	4–ø4	J3	U	1–ø4
	L	5–ø4		L	2–ø4
I4	U	1–ø7	J4	U	3–ø4
	L	2–ø7		L	SP
I5	U	5–ø6	J5	U	1–ø6
	L	6–ø6		L	2–ø6
I6	U	1–ø1	J6	U	3–ø6
	L	2–ø1		L	4–ø6
I7	U	4–ø8	J7	L	1–ø8
	L	5–ø8		L	2–ø8
I8	U	1–ø3	J8	U	3–ø8
	L	2–ø3		L	SP
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ø2 BIKE	J11	U	EVA–ø2
	L	ø4 BIKE		L	EVB–ø6
I12	U	ø6 BIKE	J12	U	EVC–ø4
	L	ø8 BIKE		L	EVD–ø8
I13	U	ø2 PED	J13	U	MAN ADV
	L	ø4 PED		L	MAN EN
I14	U	ø6 PED	J14	U	FLASH SEN
	L	ø8 PED		L	STOP TIME

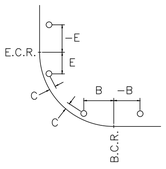
ALL SENSOR UNITS SHALL BE RACK MOUNT WITH TWO CHANNELS PER DETECTION UNIT

LEGEND

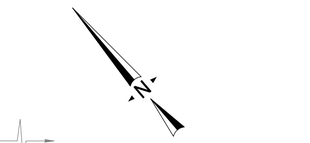
TYPE II SLURRY SEAL

VIDEO DETECTION LEGEND

VIDEO DETECTION CAMERA
BIKE DETECTION ZONE
VEHICLE DETECTION ZONE



(ALL POLE LOCATIONS ARE EXISTING)
*POLE LOCATION DETAIL



POLE SCHEDULE

POLE DATA			SIGNAL	LED □		SIGNAL MOUNTING			PED PUSH BUTTON △	*POLE LOCATION			TYPE "A" SIGN (DOUBLE SIGN)	SIZE
No	TYPE	HEIGHT	MA	MA	LUM	VEH	MA	PED	PHASE	POLE QUAD	E	B	C	
①	19–4–113	30'	25'	12'	**87(N)**	SV–1–T	MAS **MAS(N)**	SP–1–CS	**2(N)**	N	12.5'		2.5'	Irvine Center Dr	8'
②	1A	10'	–	–	–	TV–1–T	–	SP–1–CS	**4(N)**/2●	E/N		11.5'	2.5'	–	–
③	29–5–113	30'	50'	15'	**87(N)**	SV–1–T	3–MAS	SP–1–CS	**4(N)**	E	11.5'		2.5'	Odyssey	6'
④	1A	10'	–	–	–	**TV–2–T(N)**	–	SP–1–CS	**6(N)**/4●	S/E		11.5'	2.5'	–	–
⑤	19–4–113	30'	25'	12'	**87(N)**	SV–1–T	MAS **MAS(N)**	SP–1–CS	**6(N)**	S	11'		2.5'	Irvine Center Dr	8'
⑥	1A	10'	–	–	–	TV–1–T	–	SP–1–CS	**8(N)**/6●	W/S		11.5'	2.5'	–	–
⑦	29–5–113	30'	50'	15'	**87(N)**	SV–1–T	3–MAS	SP–1–CS	**8(N)**	W	11'		2.5'	Odyssey	6'
⑧	1A	10'	–	–	–	**TV–2–T(N)**	–	SP–1–CS	**2(N)**/8●	N/W		11.5'	2.5'	–	–

ALL EQUIPMENT IS EXISTING UNLESS NOTED. **(N) – NEW EQUIPMENT**
● BIKE PUSH BUTTON
□ LUMINAIRES SHALL BE LED LEOTEK MODEL NO. EC3–10M–MV–NW–3–GY–700–WL–SC
△ AUDIBLE PEDESTRIAN SYSTEM (APS) WITH 9"x12" SIGNS

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR001647 TRAFFIC STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

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7					
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MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION IRVINE CENTER DRIVE AND ODYSSEY

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
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SHEET 4 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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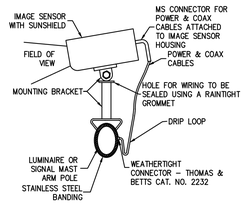
TESLA (25 MPH)

IRVINE CENTER DRIVE (50 MPH)

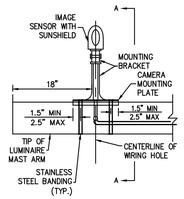
CONDUCTOR SCHEDULE

	POLE #	PHASES	1	2	3	4	5	6	7	8
12CSC / 3CSC / 5CSC	①	ø3, ø8, ø8P, /ø6PPB, /OVC(FYA)						1	1	1
	②	ø5, ø6P, /ø8PPB, ø6BPB					2	2		2
	③	ø2, ø5, ø2P	1	1	1	1			1	1
	④	ø8PPB	1	1	1	1			1	1
	⑤	ø7, ø8, ø8P, /ø2PPB, ø8BPB,/OVG(FYA)		1	1	1	1		1	1
	⑥	ø4, ø7, ø4P, /ø2PPB, /OVG(FYA)			1	1	1		1	1
	⑦	ø1, ø2P, /ø4PPB, ø2BPB				2			2	2
	⑧	ø1, ø6, ø6P, /ø4PPB							1	1
	⑨	ø3, ø4, ø4P, /ø6PPB, ø4BPB,/OVC(FYA)								2
		TOTAL CABLES	1	2	3	4	6	1	2	2	3	1	5	2	8	12
#10		LUMINAIRE	2	2	2	2	–	2	2	4
		BARE BOND WIRE	1	1	1	1	1	1	1	2
		TOTAL	3	3	3	3	1	3	3	6
#14		IISNS	2	2	2	2	–	2	2	4
VIDEO DET. CABLE COAX+ POWER		ø1	–	–	–	–	–	–	1	1
		ø2	1	1	1	1	–	–	1	1
		ø3+ø8	–	–	–	–	–	2	–	2
		ø4+ø7	–	–	2	2	–	–	2	2
		ø5	1	1	1	1	–	–	1	1
		ø6	–	–	–	–	–	–	1	1
		TOTAL	2	2	4	4	–	2	6	8
TYPE B DLC		ø2		–		3		–	3	3
		ø4		–		–		–		1
		ø6		–		–	3	3		3
		*TOTAL DLC		–		3	3	3	3	7
CCTV VIDEO CABLE (SHIELDED CAT5E)			1	1	1	1	–	–	1	1
EVP			1	1	2	2	–	1	3	4
CONDUIT SIZES (INCHES)			4"(E)	4"(E)	4"(E)	2–4"	2.5"(E)	4"(E)	2–4"	2–4"
CONDUIT FILL			11%	18%	29%	18%	21%	19%	23%	36%

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS SHOWN OTHERWISE. (E) – EXISTING
PPB = PEDESTRIAN PUSH BUTTON
BPB = BICYCLE PUSH BUTTON

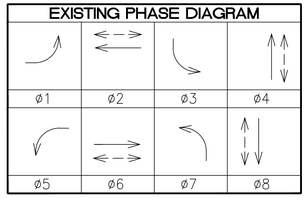


SECTION A-A

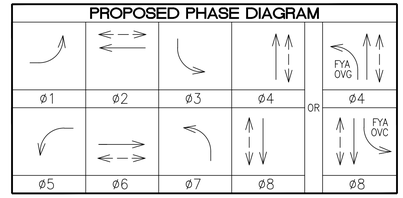


VIDEO DETECTION CAMERA MOUNTING DETAIL "A"

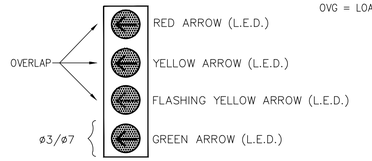
EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



OVC = LOAD SWITCH 13
OVG = LOAD SWITCH 14



DETAIL "B"
4–SECTION LEFT–TURN SIGNAL HEAD (ALL SECTIONS 12")
N.T.S.

DETAIL "C"
FLASHING YELLOW ARROW SIGN

SENSOR SCHEDULE

UNIT	CHANNEL	DETECTOR	UNIT	CHANNEL	DETECTOR
I1	U	5–ø2	J1	U	1–ø2
	L	6–ø2		L	2–ø2
I2	U	1–ø5	J2	U	3–ø2
	L	2–ø5		L	4–ø2
I3	U	4–ø4	J3	U	1–ø4
	L	5–ø4		L	2–ø4
I4	U	1–ø7	J4	U	3–ø4
	L	2–ø7		L	SP
I5	U	5–ø6	J5	U	1–ø6
	L	6–ø6		L	2–ø6
I6	U	1–ø1	J6	U	3–ø6
	L	2–ø1		L	4–ø6
I7	U	4–ø8	J7	U	1–ø8
	L	5–ø8		L	2–ø8
I8	U	1–ø3	J8	U	3–ø8
	L	2–ø3		L	SP
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ø2 BIKE	J11	U	EVA–ø2
	L	ø4 BIKE		L	EVB–ø6
I12	U	ø6 BIKE	J12	U	EVC–ø4
	L	ø8 BIKE		L	EVD–ø8
I13	U	ø2 PED	J13	U	MAN ADV
	L	ø4 PED		L	MAN EN
I14	U	ø6 PED	J14	U	FLASH SEN
	L	ø8 PED		L	STOP TIME

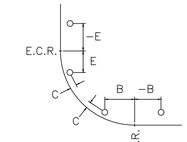
ALL SENSOR UNITS SHALL BE RACK MOUNT WITH TWO CHANNELS PER DETECTION UNIT

LEGEND

TYPE II SLURRY SEAL

VIDEO DETECTION LEGEND

VIDEO DETECTION CAMERA
BIKE DETECTION ZONE
VEHICLE DETECTION ZONE



(ALL POLE LOCATIONS ARE EXISTING)
*POLE LOCATION DETAIL

GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

NOTES THIS SHEET:

1. TRAFFIC SIGNAL AND HIGHWAY LIGHTING CONSTRUCTION SHALL CONFORM TO THE LATEST REVISION OF THE STATE OF CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, THE CURRENT EDITION OF THE CALIFORNIA M.U.T.C.D., AND SECTION 104–TRAFFIC SIGNALS (2016) OF THE CITY OF IRVINE DESIGN MANUAL.
2. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDELINE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
3. UNLESS SHOWN OTHERWISE, ADVANCE INDUCTIVE LOOPS SHALL BE 6' IN DIAMETER, TYPE E. NECESSARY STRIPING SHALL BE LOCATED PRIOR TO POSITIONING DETECTORS.
4. ALL NEW SIGNAL CONDUIT CROSSINGS SHALL BE 4" AND INSTALLED AT 42" MINIMUM DEPTH, UNLESS SHOWN OTHERWISE. NEW INTERCONNECT CONDUIT, OTHER THAN CROSSINGS SHALL BE 3" AND PLACED IN THE OPPOSITE ENDS OF PULL BOXES USING 45 DEGREE U.L. APPROVED ELBOWS. OTHER CONDUIT SHALL BE 2.5" (MIN.) INSTALLED AT 30" (MIN.) DEPTH.
5. CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.
6. ALL PEDESTRIAN INDICATIONS SHALL BE LED, COUNTDOWN STYLE.
7. REMOVE AND SALVAGE EXIST. (RA, YA, GA) SIGNAL HEAD AND INSTALL NEW SIGNAL HEAD(S) PER POLE SCHEDULE AND DETAIL "B" THIS SHEET. ALL NEW VEHICLE INDICATIONS SHALL BE LED INDICATIONS, IN METAL HOUSINGS.
8. ALL NEW PULL BOXES SHALL BE #6 WITH CHRISTY FL36T FIBERLYTE LID UNLESS OTHERWISE NOTED.
9. CALL UNDERGROUND SERVICE ALERT – (800) 227–2600 – TWO WORKING DAYS BEFORE DIGGING FOR LOCATIONS OF UTILITIES.

10. REMOVE EXISTING ATMS DUAL 332 CONTROLLER CABINETS WITH MODIFIED TYPE II SERVICE AND SIDE–MOUNT COMMUNICATIONS CABINET COMPLETE FROM FOUNDATION AND RELOCATE ON PALLET FOR USE WITH TEMPORARY SIGNAL SYSTEM. TEMPORARY CABINET LOCATION TO BE APPROVED BY THE ENGINEER. REMOVE AND SALVAGE EXISTING CABINET AND ASSOCIATED EQUIPMENT COMPLETE AFTER NEW CABINET IS OPERATIONAL.
11. FURNISH AND INSTALL NEW COMPLETE 8–PHASE SINGLE MODEL 2070E TRAFFIC SIGNAL CONTROLLER AND ATMS 332L CABINET (COLOR BEIGE) ON NEW FOUNDATION. 2070E CONTROLLER SHALL HAVE AN ECONOLITE 2070–1C MODULE AND ECONOLITE ASC/3 SOFTWARE (CURRENT VERSION), AND ALL ASSOCIATED EQUIPMENT AS SPECIFIED IN SECTION 104 – TRAFFIC SIGNALS (FEBRUARY 2016) OF THE CITY OF IRVINE DESIGN MANUAL.
12. INSTALL DETECTABLE WARNING SURFACE PER CITY OF IRVINE STD. PLAN NO. 202.
13. APPLY TYPE II SLURRY TO EXISTING PAVEMENT PER LIMITS SHOWN ON PLANS AND REPAINT STRIPING IN KIND.
14. INSTALL SPLICE CANISTER INTO EXISTING SIC B40 PULLBOX
VID. FURNISH AND INSTALL VIDEO CAMERA ON LUMINAIRE OR SIGNAL MAST ARM AS SHOWN ON PLAN PER DETAIL "A" THIS SHEET. FURNISH AND INSTALL VIDEO DETECTION PROCESSOR AND EXTENSION MODULES (ITERIS VANTAGE EDGE2) IN CABINET IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS INCLUDING CABLING FROM CAMERA LOCATIONS TO CONTROLLER CABINET AND ALL APPURTENANCES NECESSARY TO PROVIDE THE INTENDED OPERATION PER THE TECHNICAL PROVISIONS AND AS APPROVED BY THE ENGINEER.
AXIS IP–CCTV. FURNISH AND INSTALL IP–CCTV CAMERA AND WIRING TO SUPPORT IP–CCTV OPERATION PER PLAN. MODEL NO. AXIS Q0645–E CAMERA WITH AXIS T91A57 ARM (POE CAT5E).
AB. ABANDON, IF APPLIES TO PULL BOX, REMOVE CONDUCTORS
BC. INSTALL PULLBOX INTO EXISTING CONDUIT
CB. INSTALL CONDUIT INTO EXISTING PULL BOX

POLE SCHEDULE

No	POLE DATA TYPE	HEIGHT	SIGNAL MA	LUM LED □ MA	LUM	SIGNAL MOUNTING VEH	MA	PED	PED PUSH BUTTON△ PHASE	POLE QUAD	*POLE LOCATION E	B	C	TYPE "A" SIGN (DOUBLE SIGN)	SIZE
①	24–4–161	30'	35'	15'	**87(N)**	SV–1–T	MAS **MAS(N)**	SP–1–CS	**6(N)**	N	14.5'		3.5'	Irvine Ctr Dr	8'
②	1A	10'	–	–	–	TV–1–T	–	SP–1–CS	**8(N)/6●**	E/N		13'	3'	–	–
③	29–5–70	30'	50'	15'	**87(N)**	SV–1–T	3–MAS	SP–1–CS	–	–	–1'		2.5'	Tesla	6'
④	PPB POST	4'	–	–	–	–	–	–	**8(N)**	E	14'		2.5'	–	–
⑤	1A	10'	–	–	–	**TV–2–T(N)**	–	SP–1–CS	**2(N)/8●**	S/E		11'	2.5'	–	–
⑥	19–4–161	30'	30'	15'	**87(N)**	SV–1–T	MAS **MAS(N)**	SP–1–CS	**2(N)**	S	12'		2.5'	Irvine Center Dr	8'
⑦	1A	10'	–	–	–	TV–1–T	–	SP–1–CS	**4(N)/2●**	W/S		7.5'	2.5'	–	–
⑧	29–5–161	30'	55'	15'	**87(N)**	SV–1–T	3–MAS	SP–1–CS	**4(N)**	W	8.5'		3'	Tesla	6'
⑨	1A	10'	–	–	–	**TV–2–T(N)**	–	SP–1–CS	**6(N)/4●**	N/W		12.5'	3'	–	–

ALL EQUIPMENT IS EXISTING UNLESS NOTED. **(N) – NEW EQUIPMENT**
● BIKE PUSH BUTTON
□ LUMINAIRES SHALL BE LED LEOTEK MODEL NO. EC3–10M–MV–NW–3–GY–700–WL–SC
△ AUDIBLE PEDESTRIAN SYSTEM (APS) WITH 9"x12" SIGNS

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

DRAWN BY: JDP/KNT/DML/MIO — DATE 11/2017
DESIGNED BY: KRR/JDP — DATE 11/2017
CHECKED BY: MRH/KRR — DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923–6000 TEL
IRVINE, CA 92618 (949) 261–8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE 11/22/17

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA
REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR0001647 TRAFFIC STATE OF CALIFORNIA
Keith R. Rutherford 11/22/17

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
PERMIT NO. 00718613–TSME

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION IRVINE CENTER DRIVE AND TESLA

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

SHEET 5 OF 26

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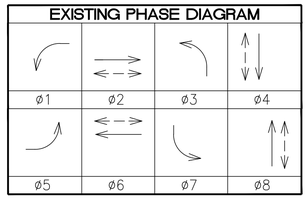
PROTECTED–PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
11/21/17 03:42:25 PM V:\2073\active\207301940\drawing\sheet_files\207301940–PLAN01–05TS.dwg
VIEW = DWG = PATH =

CONDUCTOR SCHEDULE

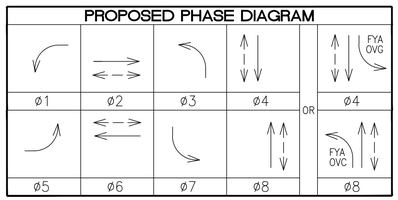
A.W.G. OR CABLE TYPE	POLE	CIRCUIT	RUNS 1	2	3	4	5	6	7	8
12CSC	①	ø6,ø1,ø6P/ – /ø2				1		1		1
3CSC	②	ø4PPB				1				1
	③	ø3,ø8(FYA),ø4P/ø6PPB,ø4BPB			2	2				2
	④	ø4,ø8,ø3,ø8(FYA),ø8P/ø6PPB			1	1				1
5CSC	⑤	ø5,ø6P/ø8PPB,ø6BPB	2	2	2	2				2
	⑥	ø2,ø5,ø2P/ø8PPB					1	1	1	1
	⑦	ø7,ø4(FYA),ø8,ø8P/ø2PPB,ø8BPB						2	2	2
	⑧	ø7,ø4(FYA),ø4,ø4P/ø2PPB						1	1	1
	⑨	ø1,ø2P/ø4PPB,ø2BPB								2
TOTAL CABLES	12CSC		2	3	4	6	1	3	4	8
	3CSC		1	1	1	2	1	2	2	2
	5CSC									4
#14	LED IISNS		–	2	2	2	2	2	2	4
#10	BARE BOND WIRE		1	1	1	1	1	1	1	2
	LUMINAIRES		–	2	2	2	2	2	2	4
	TOTAL		1	3	3	3	3	3	3	6
DLC 2#16	ø2 DETECTORS		–	–	–	–	–	–	–	2
	ø4 DETECTORS		–	–	1	1	–	–	–	1
	ø6 DETECTORS		2	2	2	2	–	–	–	2
	ø8 DETECTORS		–	–	–	–	–	1	1	1
	TOTAL DLC		2	2	3	3	–	1	1	6
VIDEO DET. CABLE COAX+ POWER	ø2+ø5		–	–	–	–	2	2	2	2
	ø4+ø7		–	–	–	–	–	–	2	2
	ø6+ø1		–	–	–	2	–	–	–	2
	ø8+ø3		–	2	2	2	–	–	–	2
	TOTAL		–	2	2	4	2	2	4	8
OPTICOM EVP CABLE			–	–	–	1	1	1	1	2
CCTV VIDEO CABLE (SHIELDED CAT5E)			–	–	–	1	–	–	–	1
CONDUIT SIZE (INCHES)			4"(E)	4"(E)	4"(E)	4"(E)	4"(E)	4"(E)	4"(E)	2–4"
CONDUIT FILL (%)			7%	18%	24%	36%	10%	20%	28%	35%

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS SHOWN OTHERWISE. (E) – EXISTING
PPB = PEDESTRIAN PUSH BUTTON
BPB = BICYCLE PUSH BUTTON

EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM

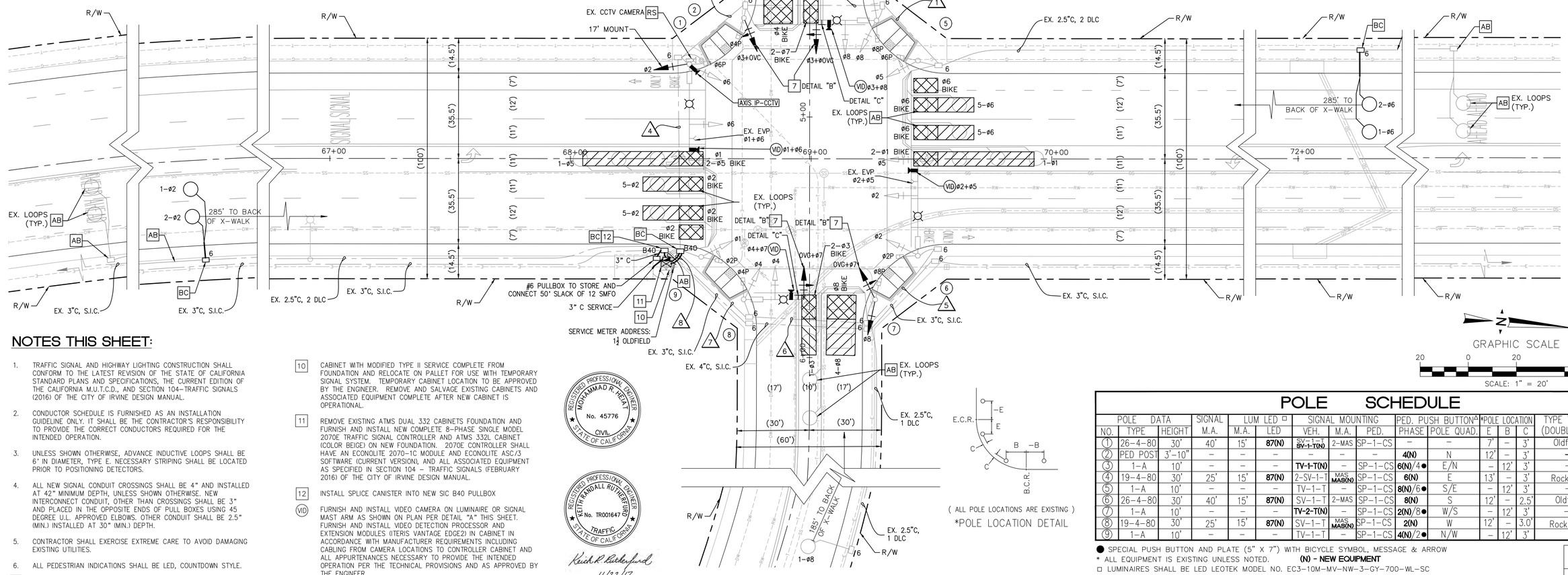


OVC = LOAD SWITCH 13
OVG = LOAD SWITCH 14

OLDFIELD (30 MPH)

ROCKFIELD

BOULEVARD (45 MPH)



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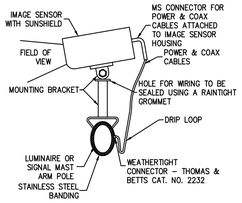
5. CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.
6. ALL PEDESTRIAN INDICATIONS SHALL BE LED, COUNTDOWN STYLE.
7. [7] REMOVE AND SALVAGE EXIST. (RA, YA, GA) SIGNAL HEAD AND INSTALL NEW SIGNAL HEAD(S) PER POLE SCHEDULE AND DETAIL "B" THIS SHEET. ALL NEW VEHICLE INDICATIONS SHALL BE LED INDICATIONS, IN METAL HOUSINGS.
8. ALL NEW PULL BOXES SHALL BE #6 WITH CHRISTY FL36T FIBERLYTE LID UNLESS OTHERWISE NOTED.
9. CALL UNDERGROUND SERVICE ALERT – (800) 227–2600 – 2 WORKING DAYS BEFORE DIGGING FOR LOCATIONS OF UTILITIES. REMOVE EX. ATMS DUAL 332 CONTROLLER AND COMMUNICATIONS
10. [10] CABINET WITH MODIFIED TYPE II SERVICE COMPLETE FROM FOUNDATION AND RELOCATE ON PALLET FOR USE WITH TEMPORARY SIGNAL SYSTEM. TEMPORARY CABINET LOCATION TO BE APPROVED BY THE ENGINEER. REMOVE AND SALVAGE EXISTING CABINETS AND ASSOCIATED EQUIPMENT COMPLETE AFTER NEW CABINET IS OPERATIONAL.
11. [11] REMOVE EXISTING ATMS DUAL 332 CABINETS FOUNDATION AND FURNISH AND INSTALL NEW COMPLETE 8–PHASE SINGLE MODEL 2070E TRAFFIC SIGNAL CONTROLLER AND ATMS 332L CABINET (COLOR BEIGE) ON NEW FOUNDATION. 2070E CONTROLLER SHALL HAVE AN ECONOLITE 2070–1C MODULE AND ECONOLITE ASC/3 SOFTWARE (CURRENT VERSION), AND ALL ASSOCIATED EQUIPMENT AS SPECIFIED IN SECTION 104 – TRAFFIC SIGNALS (FEBRUARY 2016) OF THE CITY OF IRVINE DESIGN MANUAL.
12. [12] INSTALL SPLICE CANISTER INTO NEW SIC B40 PULLBOX
- [VID] FURNISH AND INSTALL VIDEO CAMERA ON LUMINAIRE OR SIGNAL MAST ARM AS SHOWN ON PLAN PER DETAIL "A" THIS SHEET. FURNISH AND INSTALL VIDEO DETECTION PROCESSOR AND EXTENSION MODULES (ITERIS VANTAGE EDGE2) IN CABINET IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS INCLUDING CABLING FROM CAMERA LOCATIONS TO CONTROLLER CABINET AND ALL APPURTENANCES NECESSARY TO PROVIDE THE INTENDED OPERATION PER THE TECHNICAL PROVISIONS AND AS APPROVED BY THE ENGINEER.
- [AXIS IP–CCTV] FURNISH AND INSTALL IP–CCTV CAMERA AND WIRING TO SUPPORT IP–CCTV OPERATION PER PLAN. MODEL NO. AXIS Q0645–E CAMERA WITH AXIS T91A57 ARM (POE CAT5E).
- [AB] ABANDON, IF APPLIES TO PULL BOX, REMOVE CONDUCTORS
- [BC] INSTALL PULL BOX IN EXISTING CONDUIT RUN
- [RS] REMOVE AND SALVAGE EQUIPMENT.

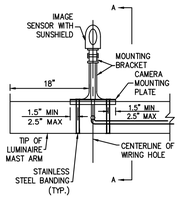
REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR001647 TRAFFIC STATE OF CALIFORNIA

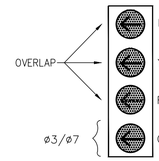
Keith R. Rutherford 11/22/17



SECTION A-A



VIDEO DETECTION CAMERA MOUNTING DETAIL "A"



DETAIL "B"
4–SECTION LEFT–TURN SIGNAL HEAD (ALL SECTIONS 12")
N.T.S.

DETAIL "C"
FLASHING YELLOW ARROW SIGN

SENSOR SCHEDULE

UNIT	CHANNEL	DETECTOR	UNIT	CHANNEL	DETECTOR
I1	U	5–ø2	J1	U	1–ø2
	L	6–ø2		L	2–ø2
I2	U	1–ø5	J2	U	3–ø2
	L	2–ø5		L	4–ø2
I3	U	4–ø4	J3	U	1–ø4
	L	5–ø4		L	2–ø4
I4	U	1–ø7	J4	U	3–ø4
	L	2–ø7		L	SP
I5	U	5–ø6	J5	U	1–ø6
	L	6–ø6		L	2–ø6
I6	U	1–ø1	J6	U	3–ø6
	L	2–ø1		L	4–ø6
I7	U	4–ø8	J7	U	1–ø8
	L	5–ø8		L	2–ø8
I8	U	1–ø3	J8	U	3–ø8
	L	2–ø3		L	SP
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ø2 BIKE	J11	U	EVA–ø2
	L	ø4 BIKE		L	EVB–ø6
I12	U	ø6 BIKE	J12	U	EVC–ø4
	L	ø8 BIKE		L	EVD–ø8
I13	U	ø2 PED	J13	U	MAN ADV
	L	ø4 PED		L	MAN EN
I14	U	ø6 PED	J14	U	FLASH SEN
	L	ø8 PED		L	STOP TIME

ALL SENSOR UNITS SHALL BE RACK MOUNT WITH TWO CHANNELS PER DETECTION UNIT

VIDEO DETECTION LEGEND

- VIDEO DETECTION CAMERA
- BIKE DETECTION ZONE
- VEHICLE DETECTION ZONE

(ALL POLE LOCATIONS ARE EXISTING)
*POLE LOCATION DETAIL

GRAPHIC SCALE
20 0 20 60
SCALE: 1" = 20'

POLE SCHEDULE

NO.	POLE DATA TYPE	HEIGHT	SIGNAL M.A.	LUM LED □ M.A.	LED	SIGNAL MOUNTING VEH.	M.A.	PED.	PED. PUSH BUTTON△ PHASE	POLE LOCATION POLE QUAD.	E	B	C	TYPE "A" SIGN (DOUBLE FACE)	SIZE
①	26–4–80	30'	40'	15'	**87(N)**	SV–1–T **SV–1–T(N)**	2–MAS	SP–1–CS	–	–	7'	–	3'	Oldfield	6'
②	PED POST	3'–10"	–	–	–	–	–	–	**4(N)**	N	12'	–	3'	–	–
③	1–A	10'	–	–	–	**TV–1–T(N)**	–	SP–1–CS	**6(N)**/4●	E/N	–	12'	3'	–	–
④	19–4–80	30'	25'	15'	**87(N)**	2–SV–1–T	MAS **MAS(N)**	SP–1–CS	**6(N)**	E	13'	–	3'	Rockfield	6'
⑤	1–A	10'	–	–	–	TV–1–T	–	SP–1–CS	**8(N)**/6●	S/E	–	12'	3'	–	–
⑥	26–4–80	30'	40'	15'	**87(N)**	SV–1–T	2–MAS	SP–1–CS	**8(N)**	S	12'	–	2.5'	Oldfield	6'
⑦	1–A	10'	–	–	–	**TV–2–T(N)**	–	SP–1–CS	**2(N)**/8●	W/S	–	12'	3'	–	–
⑧	19–4–80	30'	25'	15'	**87(N)**	SV–1–T	MAS **MAS(N)**	SP–1–CS	**2(N)**	W	12'	–	3.0'	Rockfield	6'
⑨	1–A	10'	–	–	–	TV–1–T	–	SP–1–CS	**4(N)**/2●	N/W	–	12'	3'		–

● SPECIAL PUSH BUTTON AND PLATE (5" X 7") WITH BICYCLE SYMBOL, MESSAGE & ARROW
* ALL EQUIPMENT IS EXISTING UNLESS NOTED. **(N) – NEW EQUIPMENT**
□ LUMINAIRES SHALL BE LED LEOTEK MODEL NO. EC3–10M–MV–NW–3–GY–700–WL–SC
△ AUDIBLE PEDESTRIAN SYSTEM (APS) WITH 9"x12" SIGNS

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

DRAWN BY:	JDP/KNT/DML/MIO	DATE 11/2017
DESIGNED BY:	KRR/JDP	DATE 11/2017
CHECKED BY:	MRH/KRR	DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923–6000 TEL
IRVINE, CA 92618 (949) 261–8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION ROCKFIELD BOULEVARD AND OLDFIELD

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
PERMIT NO. 00718613–TSME
SHEET 6 OF 26

PROTECTED–PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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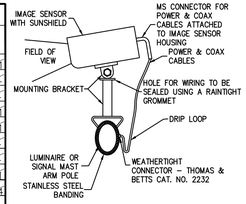
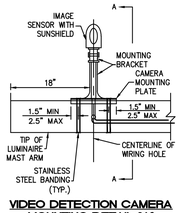
CONDUCTOR SCHEDULE

	POLE #	PHASES	1	2	3	4	5	6	7	8
12CSC	①	ø4, ø7, ø4P, / ø2PPB / OVC(FYA)						1	1	1
	②	ø1, ø2, ø2P, / ø4PPB, ø2BPB					1	2	2	2
3CSC	③	ø1, ø6, ø6P, / ø4PPB	1	1	1	1				1
	④	ø3, ø4, ø4P, /ø6PPB, ø4BPB /OVC(FYA)		2	2	2				2
	⑤	ø3, ø8, ø8P, / ø6PPB / OVC(FYA)			1	1				1
	⑥	ø5, ø6, ø6P, / ø8PPB, ø6BPB				2				2
5CSC	⑦	ø2, ø5, ø2P, / ø8PPB							1	1
	⑧	ø7, ø8, ø8P, /ø2PPB, ø8PPB /OVG(FYA)							2	2
		TOTAL CABLES	1	3	4	6	1	3	4	12
#10		LUMINAIRE	2	2	2	2	–	2	2	4
		BARE BOND WIRE	1	1	1	1	1	1	1	2
		TOTAL	3	3	3	3	1	3	3	6
#14		IISNS	2	2	2	2	–	2	2	4
VIDEO DET. CABLE COAX+ POWER		ø1	1	1	1	1	–	–	–	1
		ø2	–	–	–	–	–	–	–	1
		ø3+ø8	–	–	–	2	2	–	–	2
		ø4+ø7	–	–	–	–	2	2	2	2
		ø5	–	–	–	–	–	–	–	1
		ø6	1	1	1	1	–	–	–	1
		TOTAL	2	2	4	4	2	2	2	8
TYPE B DLC		ø2	–	–	–	–	3	3	3	3
		ø4	–	2	2	2	–	–	–	2
		ø6	–	–	–	3	–	–	–	3
		TOTAL DLC	–	2	2	5	3	3	3	8
CCTV VIDEO CABLE (SHIELDED CAT5E)			1	1	1	1	–	–	–	1
EVP			1	1	2	2	–	1	1	4
CONDUIT SIZES (INCHES)			4"(E)	4"(E)	4"(E)	4"(E)	4"(E)	4"(E)	4"(E)	2-4"
CONDUIT FILL			10%	19%	29%	37%	11%	19%	26%	36%

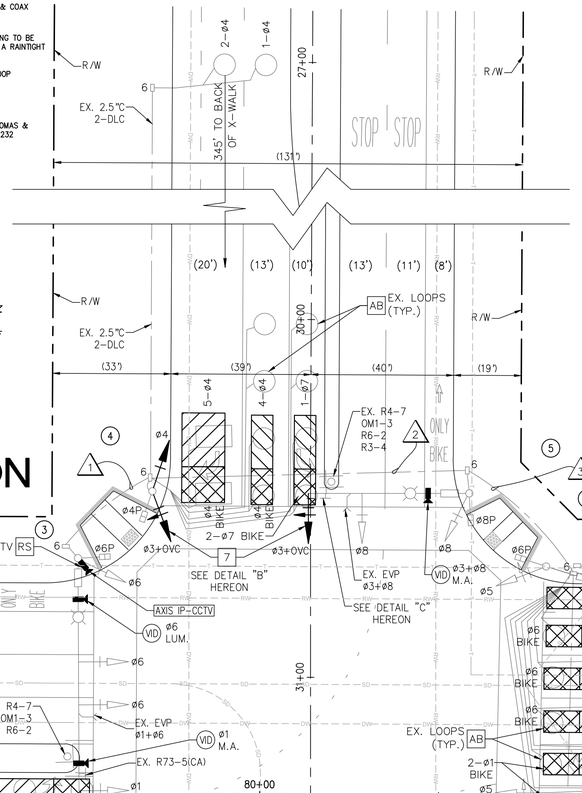


SECTION A-A

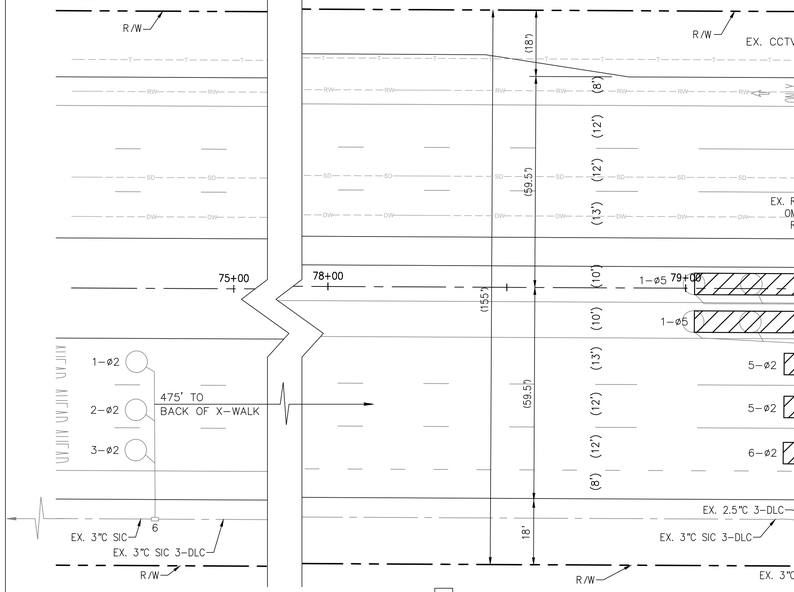


VIDEO DETECTION CAMERA MOUNTING DETAIL "A"

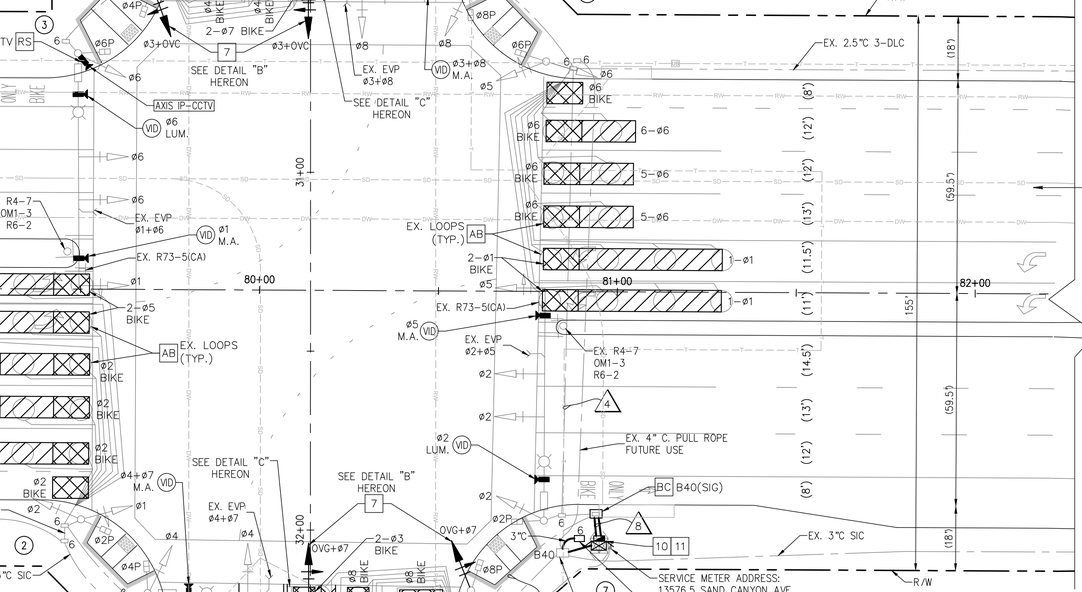
TOWNGATE (25 MPH)

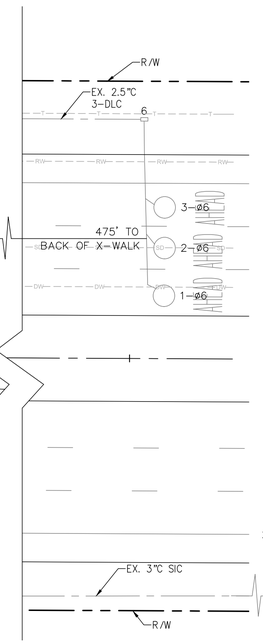


SAND CANYON

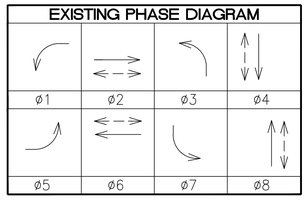


AVENUE (55 MPH)

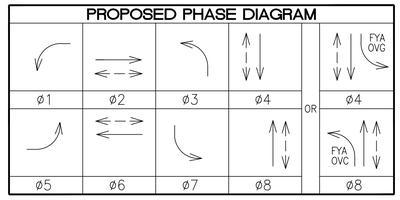




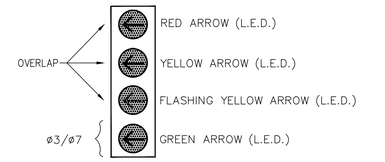
EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



OVC = LOAD SWITCH 13
OVG = LOAD SWITCH 14



DETAIL "B"

4-SECTION LEFT-TURN SIGNAL HEAD (ALL SECTIONS 12")
N.T.S.

DETAIL "C"

FLASHING YELLOW ARROW SIGN

SENSOR SCHEDULE

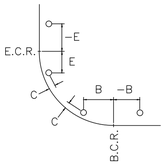
UNIT	CHANNEL	DETECTOR	UNIT	CHANNEL	DETECTOR
I1	U	5–ø2	J1	U	1–ø2
	L	6–ø2		L	2–ø2
I2	U	1–ø5	J2	U	3–ø2
	L	2–ø5		L	4–ø2
I3	U	4–ø4	J3	U	1–ø4
	L	♦ 5–ø4		L	2–ø4
I4	U	1–ø7	J4	U	3–ø4
	L	2–ø7		L	SP
I5	U	5–ø6	J5	U	1–ø6
	L	6–ø6		L	2–ø6
I6	U	1–ø1	J6	U	3–ø6
	L	2–ø1		L	4–ø6
I7	U	4–ø8	J7	U	1–ø8
	L	♦ 5–ø8		L	2–ø8
I8	U	1–ø3	J8	U	3–ø8
	L	2–ø3		L	SP
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ø2 BIKE	J11	U	EVA–ø2
	L	ø4 BIKE		L	EVB–ø6
I12	U	ø6 BIKE	J12	U	EVC–ø4
	L	ø8 BIKE		L	EVD–ø8
I13	U	ø2 PED	J13	U	MAN ADV
	L	ø4 PED		L	MAN EN
I14	U	ø6 PED	J14	U	FLASH SEN
	L	ø8 PED		L	STOP TIME

ALL SENSOR UNITS SHALL BE RACK MOUNT WITH TWO CHANNELS PER DETECTION UNIT

♦ SENSOR CHANNELS DESIGNATED FOR RIGHT TURN DELAY FUNCTIONALITY IN 2070E CONTROLLER

VIDEO DETECTION LEGEND

- VIDEO DETECTION CAMERA
- BIKE DETECTION ZONE
- VEHICLE DETECTION ZONE



(ALL POLE LOCATIONS ARE EXISTING)

*POLE LOCATION DETAIL

ALL CONDUITS AND CONDUCTORS ARE NEW UNLESS SHOWN OTHERWISE. (E) – EXISTING
ALL WIRING SHALL BE INSTALLED NEW.
PPB = PEDESTRIAN PUSH BUTTON
BPB = BICYCLE PUSH BUTTON

NOTES THIS SHEET:

1. TRAFFIC SIGNAL AND HIGHWAY LIGHTING CONSTRUCTION SHALL CONFORM TO THE LATEST REVISION OF THE STATE OF CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, THE CURRENT EDITION OF THE CALIFORNIA M.U.T.C.D., AND SECTION 104–TRAFFIC SIGNALS (2016) OF THE CITY OF IRVINE DESIGN MANUAL.
2. CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDELINE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
3. UNLESS SHOWN OTHERWISE, ADVANCE INDUCTIVE LOOPS SHALL BE 6' IN DIAMETER, TYPE E. NECESSARY STRIPING SHALL BE LOCATED PRIOR TO POSITIONING DETECTORS.
4. ALL NEW SIGNAL CONDUIT CROSSINGS SHALL BE 4" AND INSTALLED AT 42" MINIMUM DEPTH, UNLESS SHOWN OTHERWISE. NEW INTERCONNECT CONDUIT, OTHER THAN CROSSINGS SHALL BE 3" AND PLACED IN THE OPPOSITE ENDS OF PULL BOXES USING 45 DEGREE U.L. APPROVED ELBOWS. OTHER CONDUIT SHALL BE 2.5" (MIN.) INSTALLED AT 30" (MIN) DEPTH.
5. CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.
6. ALL PEDESTRIAN INDICATIONS SHALL BE LED, COUNTDOWN STYLE.

[7] REMOVE AND SALVAGE EXIST. (RA, YA, GA) SIGNAL HEAD AND INSTALL NEW SIGNAL HEAD(S) PER POLE SCHEDULE AND DETAIL "B" THIS SHEET. ALL NEW VEHICLE INDICATIONS SHALL BE LED INDICATIONS, IN METAL HOUSINGS.

8. ALL NEW PULL BOXES SHALL BE #6 WITH CHRISTY FL36T FIBERLYTE LID UNLESS OTHERWISE NOTED.
9. CALL UNDERGROUND SERVICE ALERT – (800) 227–2600 – TWO WORKING DAYS BEFORE DIGGING FOR LOCATIONS OF UTILITIES. REMOVE EXISTING ATMS DUAL 332 CONTROLLER AND

[10] COMMUNICATIONS CABINET WITH MODIFIED TYPE II SERVICE COMPLETE FROM FOUNDATION AND RELOCATE ON PALLET FOR USE WITH TEMPORARY SIGNAL SYSTEM. TEMPORARY CABINET LOCATION TO BE APPROVED BY THE ENGINEER. REMOVE AND SALVAGE EXISTING CABINETS AND ASSOCIATED EQUIPMENT COMPLETE AFTER NEW CABINET IS OPERATIONAL.

[11] REMOVE EXISTING ATMS DUAL 332 CABINETS FOUNDATION AND FURNISH AND INSTALL NEW COMPLETE 8–PHASE SINGLE MODEL 2070E TRAFFIC SIGNAL CONTROLLER AND ATMS 332L CABINET (COLOR BEIGE) ON NEW FOUNDATION. 2070E CONTROLLER SHALL HAVE AN ECONOLITE 2070–1C MODULE AND ECONOLITE ASC/3 SOFTWARE (CURRENT VERSION), AND ALL ASSOCIATED EQUIPMENT AS SPECIFIED IN SECTION 104 – TRAFFIC SIGNALS (FEBRUARY 2016) OF THE CITY OF IRVINE DESIGN MANUAL.

[12] INSTALL SPLICE CANISTER INTO EXISTING SIC B40 PULLBOX

[VID] FURNISH AND INSTALL VIDEO CAMERA ON LUMINAIRE OR SIGNAL MAST ARM AS SHOWN ON PLAN PER DETAIL "A" THIS SHEET. FURNISH AND INSTALL VIDEO DETECTION PROCESSOR AND EXTENSION MODULES (ITERIS VANTAGE EDGE2) IN CABINET IN ACCORDANCE WITH MANUFACTURER REQUIREMENTS INCLUDING CABLING FROM CAMERA LOCATIONS TO CONTROLLER CABINET AND ALL APPURTENANCES NECESSARY TO PROVIDE THE INTENDED OPERATION PER THE TECHNICAL PROVISIONS AND AS APPROVED BY THE ENGINEER.

[AXIS IP–CCTV] FURNISH AND INSTALL IP–CCTV CAMERA AND WIRING TO SUPPORT IP–CCTV OPERATION PER PLAN. MODEL NO. AXIS Q6045–E CAMERA WITH AXIS T91A57 ARM (POE CAT5E).

[AB] ABANDON, IF APPLIES TO PULL BOX, REMOVE CONDUCTORS

[BC] INSTALL PULL BOX INTO EXISTING CONDUIT

[CB] INSTALL CONDUIT INTO EXISTING PULL BOX

[RS] REMOVE AND SALVAGE EQUIPMENT.

POLE SCHEDULE

POLE DATA			SIGNAL	LUM	LED	SIGNAL MOUNTING			PED PUSH BUTTON△		*POLE LOCATION			TYPE "A" SIGN (DOUBLE SIGN)	SIZE
No	TYPE	HEIGHT	MA	MA	LUM	VEH	MA	PED	PHASE	POLE QUAD	E	B	C		
①	26–4–129	30'	45'	15'	87	SV–1–T	MAS MAS(N)	SP–1–CS	2(N)	W	11'		4'	Sand Canyon	6'
②	1A	10'	–	–	–	TV–2–T	–	SP–1–CS	4(N)/2●	N/W		12'	3'	–	–
③	61–5–129	30'	65'	15'	87	SV–1–T	3–MAS	SP–1–CS	4(N)	N	11'		5'	Towngate	6'
④	1A	10'	–	–	–	TV–2–T(N)	–	SP–1–CS	6(N)/4●	E/N		11'	3.5'	–	–
⑤	26–4–129	30'	45'	15'	87	SV–1–T	MAS MAS(N)	SP–1–CS	6(N)	E	11'		3'	Sand Canyon	6'
⑥	1A	10'	–	–	–	TV–2–T	–	SP–1–CS	8(N)/6●	S/E		10'	3.5'	–	–
⑦	61–5–129	30'	65'	15'	87	SV–1–T	3–MAS	SP–1–CS	8(N)	S	11'		3'	Towngate	6'
⑧	1A	10'	–	–	–	TV–2–T(N)	–	SP–1–CS	2(N)/8●	W/S		12'	3'	–	–

ALL EQUIPMENT IS EXISTING UNLESS NOTED. **(N) - NEW EQUIPMENT**
● BIKE PUSH BUTTON
△ AUDIBLE PEDESTRIAN SYSTEM (APS) WITH 9"x12" SIGNS

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

Keith R. Rothenfield 11/22/17

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL ROTHENFIELD No. TR0016477 TRAFFIC STATE OF CALIFORNIA

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

DRAWN BY:	JDP/KNT/DML/MIO	DATE 11/2017
DESIGNED BY:	KRR/JDP	DATE 11/2017
CHECKED BY:	MRH/KRR	DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923–6000 TEL
IRVINE, CA 92618 (949) 261–8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION SAND CANYON AVENUE AND TOWNGATE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
PERMIT NO. 00718613–TSME
SHEET 7 OF 26

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PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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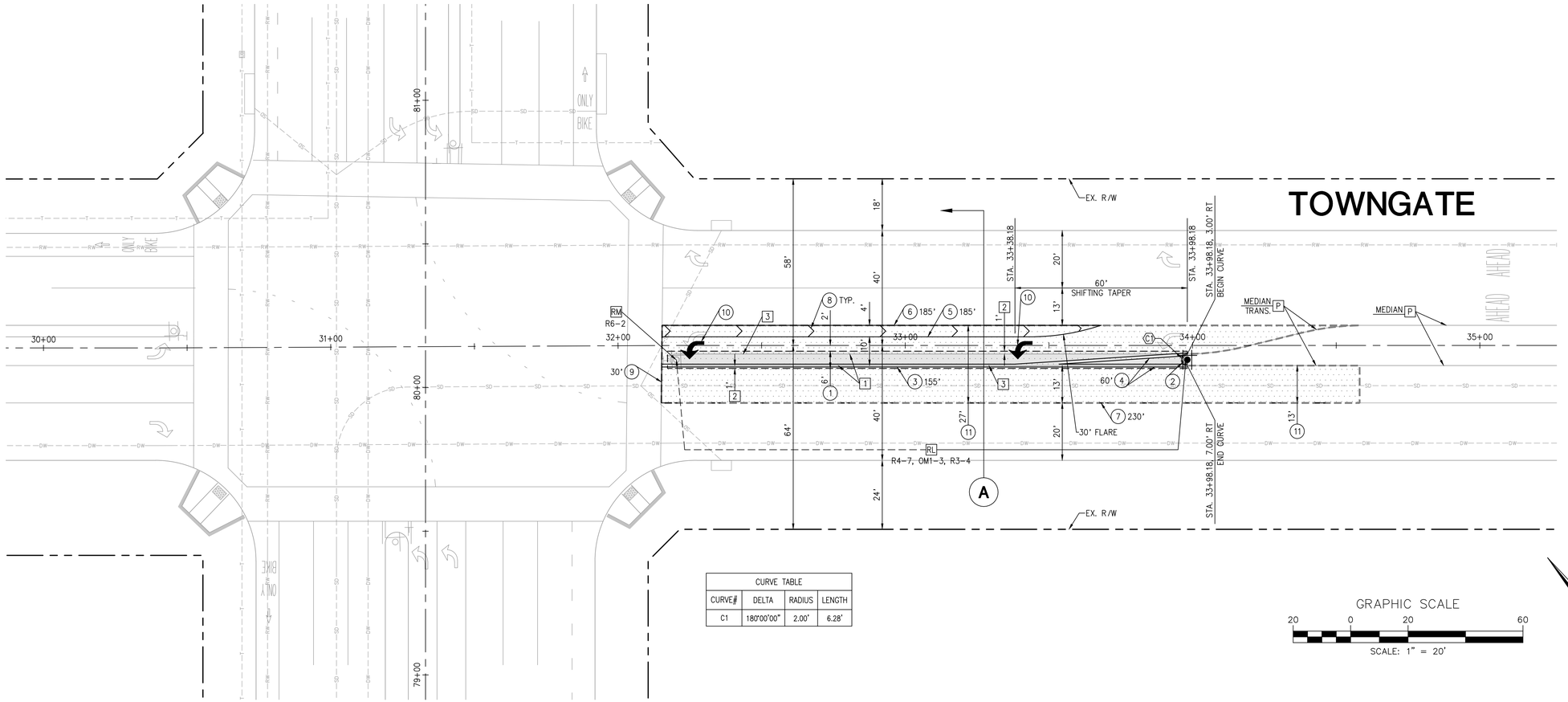
SAND CANYON AVENUE



CURVE TABLE			
CURVE#	DELTA	RADIUS	LENGTH
C1	180°00'00"	2.00'	6.28'

GRAPHIC SCALE

20 0 20 60

SCALE: 1" = 20'

CONSTRUCTION NOTES

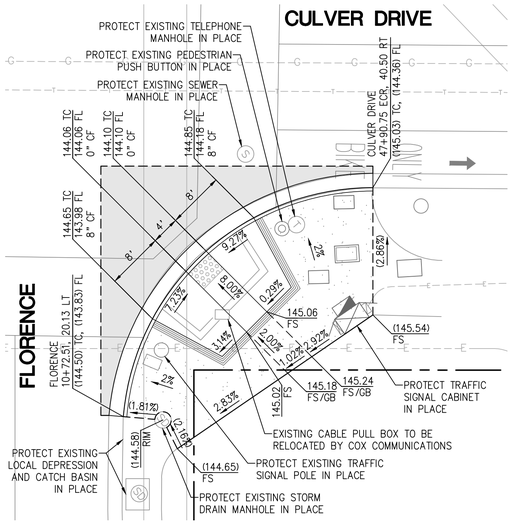
1. CONSTRUCT FULL DEPTH HOT MIX ASPHALT (HMA) PAVEMENT PER SPPWC STD. PLAN NO. 133-3 CASE 1 (1% MIN. CROSS SLOPE SHALL BE MAINTAINED). THICKNESS SHALL BE EQUAL TO THE REMOVED EXISTING AC PAVEMENT AND BASE MATERIAL THICKNESS PLUS 1-INCH.
2. CONSTRUCT MEDIAN CURB TYPE "B" PER CITY OF IRVINE STD. PLAN 200 (HEIGHT TO MATCH EXISTING). MEDIAN NOSE SHALL BE LOCATED AT END OF EXISTING MEDIAN TRANSITION.
3. PAINT 4" SOLID DOUBLE YELLOW LINE PER CALTRANS STD. PLAN A20A, DETAIL 22.
4. PAINT 4" SOLID DOUBLE YELLOW MEDIAN ISLAND LINE PER CALTRANS STD. PLAN A20B, DETAIL 28.
5. PAINT 8" SOLID WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN A20D, DETAIL 38A.
6. PAINT 8" SOLID WHITE CHANNELIZING LINE PER CALTRANS STD. PLAN A20D, DETAIL 38.
7. PAINT 8" BROKEN WHITE LANE DROP LINE PER CALTRANS STD. PLAN A20C, DETAIL 37B.
8. PAINT 12" WIDE 25' O.C. WHITE CHEVRONS.
9. PAINT 12" WHITE CROSSWALK LIMIT LINE PER CALTRANS STD. PLAN A24F, BASIC.
10. PAINT WHITE PAVEMENT MARKING TYPE IV (L) PER CALTRANS STD. PLAN A24A.
11. APPLY TYPE II SLURRY TO NEW AND EXISTING PAVEMENT PER LIMITS SHOWN ON PLANS.

DISPOSITION NOTES

- P PROTECT IN PLACE (ITEM PER PLAN).
- 1 CLEAR AND GRUB EXISTING LANDSCAPING AND MODIFY IRRIGATION SYSTEM AS NEEDED
- 2 SAWCUT, REMOVE, AND DISPOSE OF EXISTING AC PAVEMENT AND BASE.
- 3 REMOVE AND DISPOSE OF EXISTING CURB.
- RL RELOCATE EXISTING SIGN PER PLAN.
- RM REMOVE AND SALVAGE EXISTING SIGN PANEL PER PLAN.

LEGEND

- CENTERLINE
- RIGHT OF WAY
- SAWCUT LINE
- AC PAVEMENT SECTION
- TYPE II SLURRY
- SIGN (PROPOSED)
- SIGN (EXISTING)



RAMP DETAIL

1

NORTHEAST CORNER OF CULVER DRIVE AND FLORENCE
SEE SHEET 3 FOR CULVER DRIVE AND FLORENCE PLAN
SEE NOTES TO CONTRACTOR (NOTE 1) HEREON
SCALE: 1" = 10'

BASIS OF BEARINGS (CULVER DRIVE AND FLORENCE):

THE BEARINGS AND HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 6, 2007.00 EPOCH, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), AND WERE DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) TIES TO THREE CONTINUOUS GLOBAL POSITIONING STATIONS (C.G.P.S.) REFERRED TO AS OEOC, TRAK AND WHYT. SAID ARE PART OF THE CALIFORNIA SPATIAL REFERENCE NETWORK (C.S.R.N.) AND WERE HELD "FIXED" HORIZONTALLY IN THIS SURVEY.

BENCHMARK (CULVER DRIVE AND FLORENCE):

ORANGE COUNTY PUBLIC WORKS
B.M. NO. 3E-105-84
ELEVATION: 160.637 FEET
ADJUSTMENT: 2014

DESCRIPTION: DESCRIBED BY OCS 2002 – FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "3E-105-84", SET IN THE SOUTHERLY CORNER OF AN 4 FT. BY 8 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE EASTERLY CORNER OF THE INTERSECTION OF IRVINE BOULEVARD AND CULVER DRIVE, 54.8 FT. NORTHEASTERLY OF THE CENTERLINE OF IRVINE AND 125.5 FT. SOUTHEASTERLY OF THE CENTERLINE OF CULVER. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

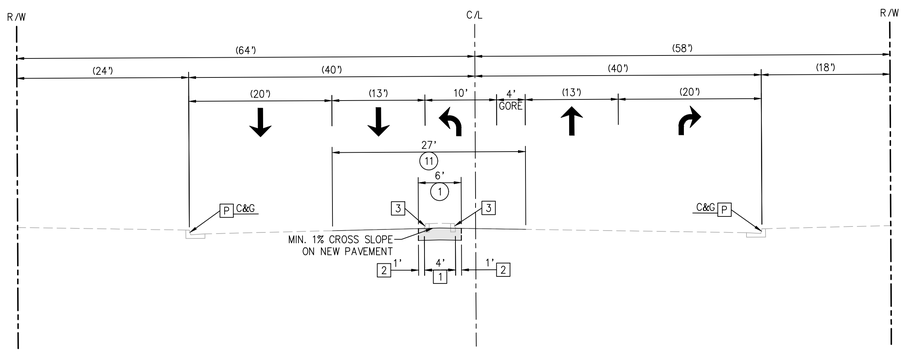
NOTE TO CONTRACTOR:

1. CONTRACTOR SHALL ADJUST ALL PULL BOXES IN NEW SIDEWALK TO GRADE UNLESS OTHERWISE NOTED ON PLAN.

GRAPHIC SCALE

10 0 10 30

SCALE: 1" = 10'



SECTION A

TOWNGATE
NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR001647 TRAFFIC STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE
7					
6					
5					
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1					

DRAWN BY: JDP/KNT/DML/MIO DATE 11/2017
DESIGNED BY: KRR/JDP DATE 11/2017
CHECKED BY: MRH/KRR DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION

STREET IMPROVEMENT PLAN
SAND CANYON AVENUE AND TOWNGATE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 8 OF 26

288

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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TRAFFIC CONTROL-GENERAL NOTES:

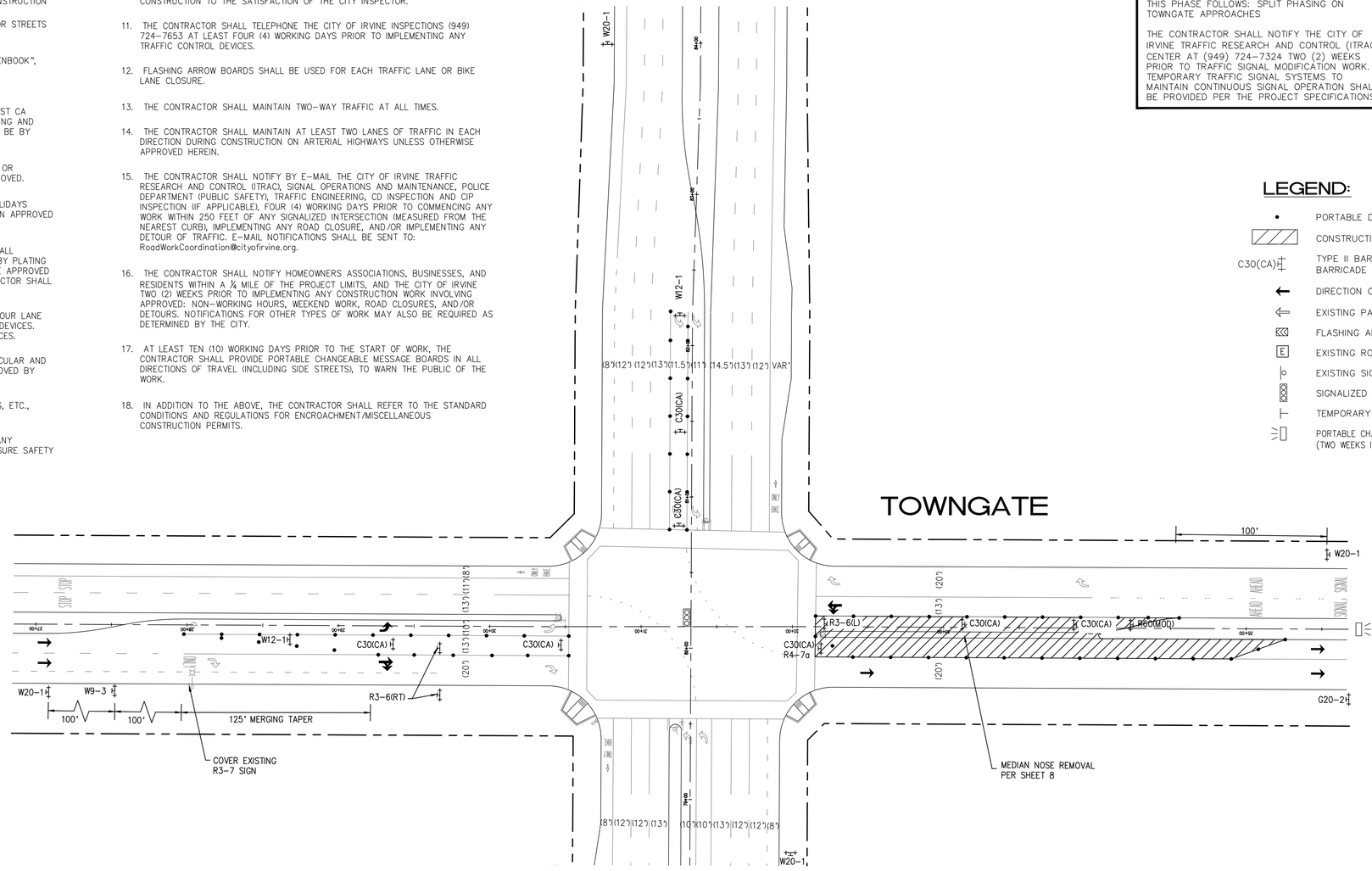
1. ALL TRAFFIC CONTROL WORK AND TRAFFIC CONTROL DEVICES FOR CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF:
   - THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (CA MUTCD),
   - WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH MANUAL),
   - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK",
   - ALL O.S.H.A. REQUIREMENTS,
   - CALIFORNIA VEHICLE CODE
2. ALL TEMPORARY SIGNING AND STRIPING SHALL CONFORM TO THE LATEST CA MUTCD, SPECIAL PROVISIONS AND THE CITY OF IRVINE'S LATEST "SIGNING AND STRIPING GENERAL NOTES". REMOVAL OF CONFLICTING STRIPING SHALL BE BY GRINDING OR SANDBLASTING, UNLESS OTHERWISE APPROVED.
3. NO WORK INVOLVING LANE CLOSURES SHALL BEGIN BEFORE 9:00 AM OR CONTINUE AFTER 3:00 PM ON ALL STREETS, UNLESS OTHERWISE APPROVED.
4. NO WORK IS PERMITTED ON WEEKENDS, HOLIDAYS AND OBSERVED HOLIDAYS UNLESS OTHERWISE APPROVED IN THE TRAFFIC CONTROL PLANS HEREIN APPROVED BY AND COORDINATED WITH THE CITY INSPECTOR.
5. DURING NON-WORKING HOURS OR WHEN WORK IS NOT SCHEDULED, ALL ROADWAYS LANES SHALL BE RETURNED TO THEIR FULL TRAFFIC USE BY PLATING OR BACKFILLING AND PAVING THE OPEN TRENCHES UNLESS OTHERWISE APPROVED BY THE CITY INSPECTOR. AT THE END OF THE WORKDAY, THE CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL DEVICES NOT IN USE.
6. WHEN THE TRAFFIC CONTROL PLANS HAVE BEEN APPROVED FOR 24 HOUR LANE CLOSURES, THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL DEVICES. WARNING LIGHTS SHALL BE INSTALLED ON ALL TRAFFIC CONTROL DEVICES.
7. SAFE, ADEQUATE, CONTINUOUS AND UNOBSTRUCTED PEDESTRIAN, VEHICULAR AND EMERGENCY ACCESS SHALL BE MAINTAINED, UNLESS OTHERWISE APPROVED BY THE CITY INSPECTOR.
8. THE CONTRACTOR SHALL HAVE ALL SIGNS, DELINEATORS, BARRICADES, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY TO ASSURE SAFETY TO THE PUBLIC AT ALL TIMES DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL RESTORE ALL PROPERTY DAMAGED OR REMOVED DURING CONSTRUCTION TO THE SATISFACTION OF THE CITY INSPECTOR.
11. THE CONTRACTOR SHALL TELEPHONE THE CITY OF IRVINE INSPECTIONS (949) 724-7653 AT LEAST FOUR (4) WORKING DAYS PRIOR TO IMPLEMENTING ANY TRAFFIC CONTROL DEVICES.
12. FLASHING ARROW BOARDS SHALL BE USED FOR EACH TRAFFIC LANE OR BIKE LANE CLOSURE.
13. THE CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES.
14. THE CONTRACTOR SHALL MAINTAIN AT LEAST TWO LANES OF TRAFFIC IN EACH DIRECTION DURING CONSTRUCTION ON ARTERIAL HIGHWAYS UNLESS OTHERWISE APPROVED HEREIN.
15. THE CONTRACTOR SHALL NOTIFY BY E-MAIL THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC), SIGNAL OPERATIONS AND MAINTENANCE, POLICE DEPARTMENT (PUBLIC SAFETY), TRAFFIC ENGINEERING, CD INSPECTION AND CIP INSPECTION (IF APPLICABLE), FOUR (4) WORKING DAYS PRIOR TO COMMENCING ANY WORK WITHIN 250 FEET OF ANY SIGNALIZED INTERSECTION (MEASURED FROM THE NEAREST CURB), IMPLEMENTING ANY ROAD CLOSURE, AND/OR IMPLEMENTING ANY DETOUR OF TRAFFIC. E-MAIL NOTIFICATIONS SHALL BE SENT TO: RoadWorkCoordination@cityofirvine.org.
16. THE CONTRACTOR SHALL NOTIFY HOMEOWNERS ASSOCIATIONS, BUSINESSES, AND RESIDENTS WITHIN A ¼ MILE OF THE PROJECT LIMITS, AND THE CITY OF IRVINE TWO (2) WEEKS PRIOR TO IMPLEMENTING ANY CONSTRUCTION WORK INVOLVING APPROVED: NON-WORKING HOURS, WEEKEND WORK, ROAD CLOSURES, AND/OR DETOURS. NOTIFICATIONS FOR OTHER TYPES OF WORK MAY ALSO BE REQUIRED AS DETERMINED BY THE CITY.
17. AT LEAST TEN (10) WORKING DAYS PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL PROVIDE PORTABLE CHANGEABLE MESSAGE BOARDS IN ALL DIRECTIONS OF TRAVEL (INCLUDING SIDE STREETS), TO WARN THE PUBLIC OF THE WORK.
18. IN ADDITION TO THE ABOVE, THE CONTRACTOR SHALL REFER TO THE STANDARD CONDITIONS AND REGULATIONS FOR ENCROACHMENT/MISCELLANEOUS CONSTRUCTION PERMITS.

NOTE: SPECIAL TRAFFIC SIGNAL OPERATION THIS PHASE FOLLOWS: SPLIT PHASING ON TOWNGATE APPROACHES

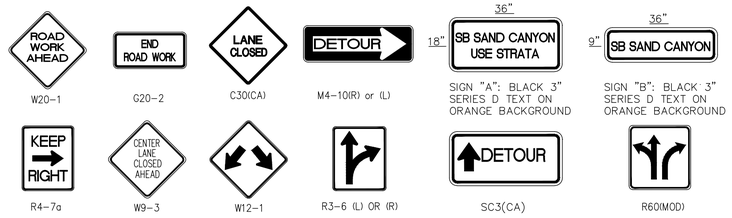
THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) — TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
- FLASHING ARROW BOARD
- E — EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- SIGNALIZED INTERSECTION
- TEMPORARY TRAFFIC CONTROL SIGN
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)



SIGN LEGEND:



MEDIAN NOSE REMOVAL AND ROAD WORK

LANE CLOSURE HOURS:
MONDAY-FRIDAY 24-HOUR
WORK HOURS:
MONDAY-FRIDAY 7 AM – 5 PM
ESTIMATED DURATION
5 WORKING DAYS

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

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Keith R Rutherford 11/22/17

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
Mohammad R. Heiat 11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION
TEMPORARY TRAFFIC CONTROL PLAN
SAND CANYON AVENUE AND TOWNGATE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
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SHEET 9 OF 26

289

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) — TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
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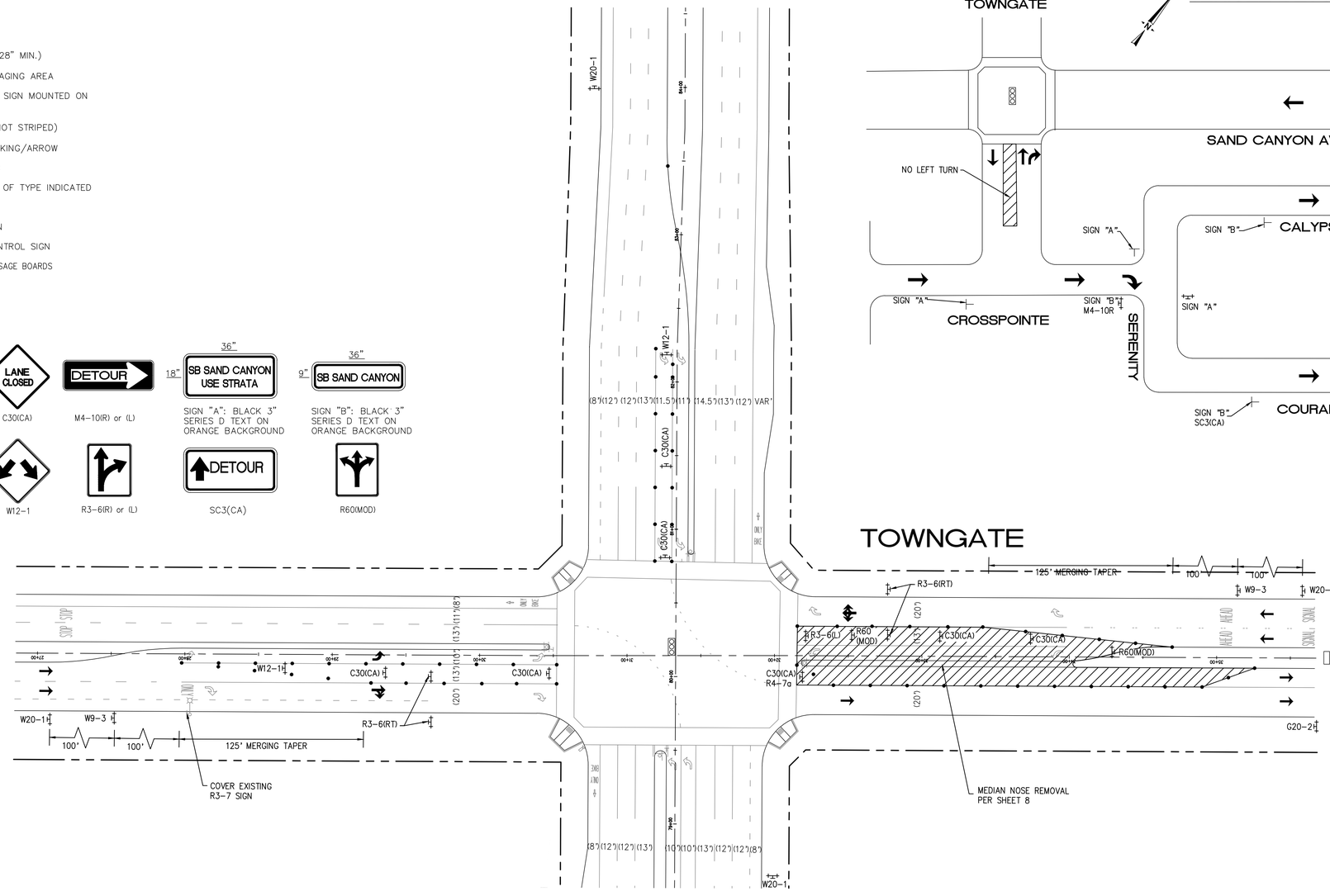
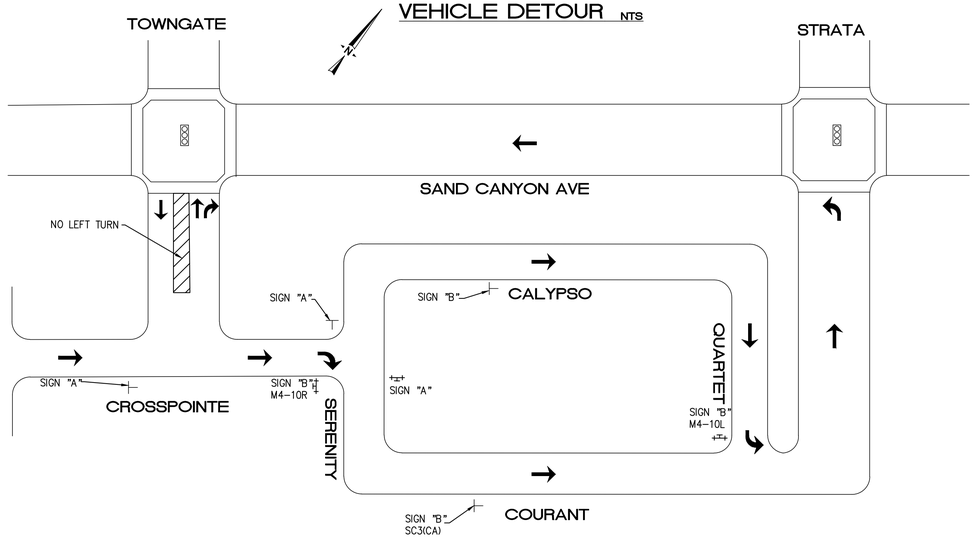
- FLASHING ARROW BOARD
- E — EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- SIGNALIZED INTERSECTION
- TEMPORARY TRAFFIC CONTROL SIGN
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

SIGN LEGEND:

ROAD WORK AHEAD	END ROAD WORK	LANE CLOSED	DETOUR	18" SB SAND CANYON USE STRATA	9" 36" SB SAND CANYON
W20-1	G20-2	C30(CA)	M4-10(R) or (L)	SIGN "A": BLACK 3" SERIES D TEXT ON ORANGE BACKGROUND	SIGN "B": BLACK 3" SERIES D TEXT ON ORANGE BACKGROUND
KEEP RIGHT	CENTER LANE CLOSED AHEAD				
R4-7a	W9-3	W12-1	R3-6(R) or (L)	SC3(CA)	R60(MOD)



VEHICLE DETOUR NTS



NOTE: SPECIAL TRAFFIC SIGNAL OPERATION THIS PHASE FOLLOWS: SPLIT PHASING ON TOWNGATE APPROACHES

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

SLURRY SEAL

LANE CLOSURE/WORK HOURS:
SATURDAY
9 AM – 5 PM

ESTIMATED DURATION
1 WORKING DAY

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

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11/22/17

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IRVINE, CA 92618 (949) 261-8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION
TEMPORARY TRAFFIC CONTROL PLAN
SAND CANYON AVENUE AND TOWNGATE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
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SHEET 10 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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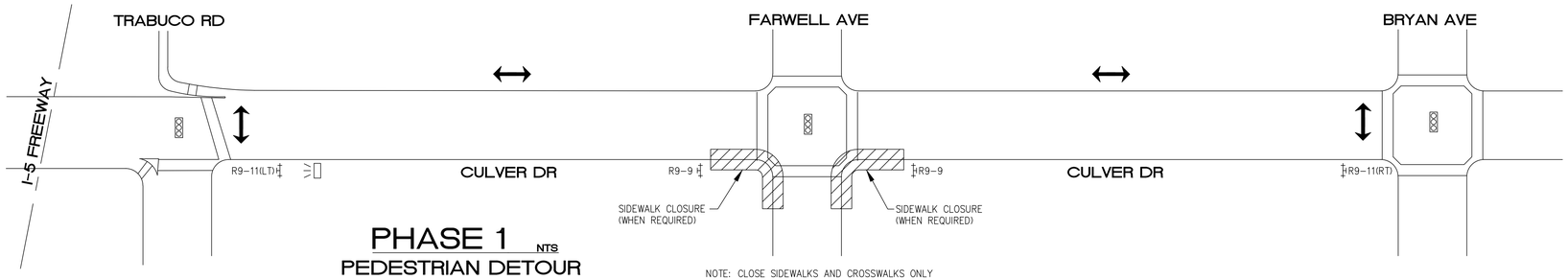
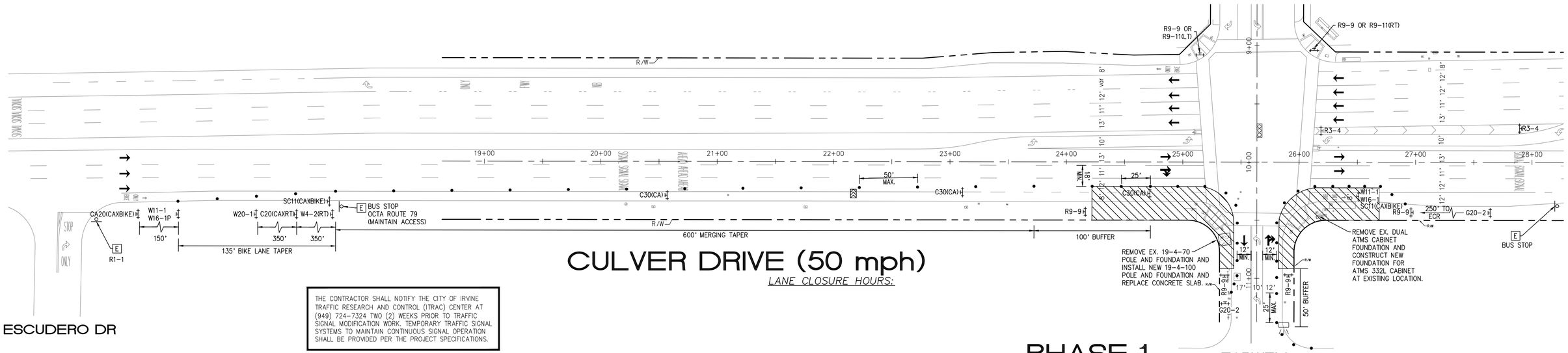


PHASE 1
NTS

PEDESTRIAN DETOUR

NOTE: CLOSE SIDEWALKS AND CROSSWALKS ONLY WHEN REQUIRED. PROVIDE ONE CROSSING (MIN.) OF CULVER DRIVE AT FARWELL WHENEVER CONSTRUCTION CONDITIONS ALLOW.



CULVER DRIVE (50 mph)

LANE CLOSURE HOURS:

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PHASE 1

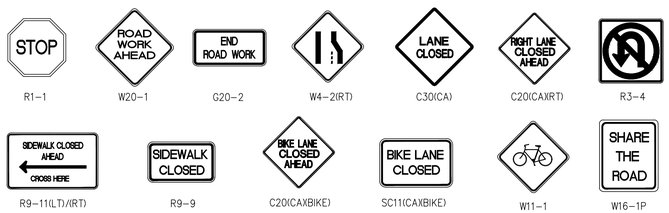
LANE CLOSURE/WORK HOURS:

MONDAY–FRIDAY
9 AM – 3 PM

ESTIMATED DURATION

20 WORKING DAYS

SIGN LEGEND:



LEGEND:

- • PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
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- EXISTING PAVEMENT MARKING/ARROW
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- PROPOSED CONCRETE SLAB
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

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11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 1
CULVER DRIVE AND FARWELL AVENUE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
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SHEET 11 OF 26

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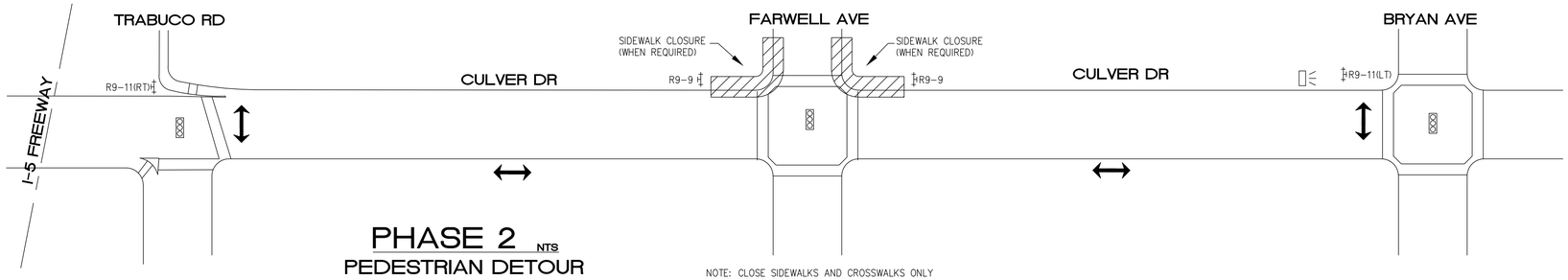

PHASE 2 NTS
PEDESTRIAN DETOUR

NOTE: CLOSE SIDEWALKS AND CROSSWALKS ONLY WHEN REQUIRED. PROVIDE ONE CROSSING (MIN.) OF CULVER DRIVE AT FARWELL WHENEVER CONSTRUCTION CONDITIONS ALLOW.

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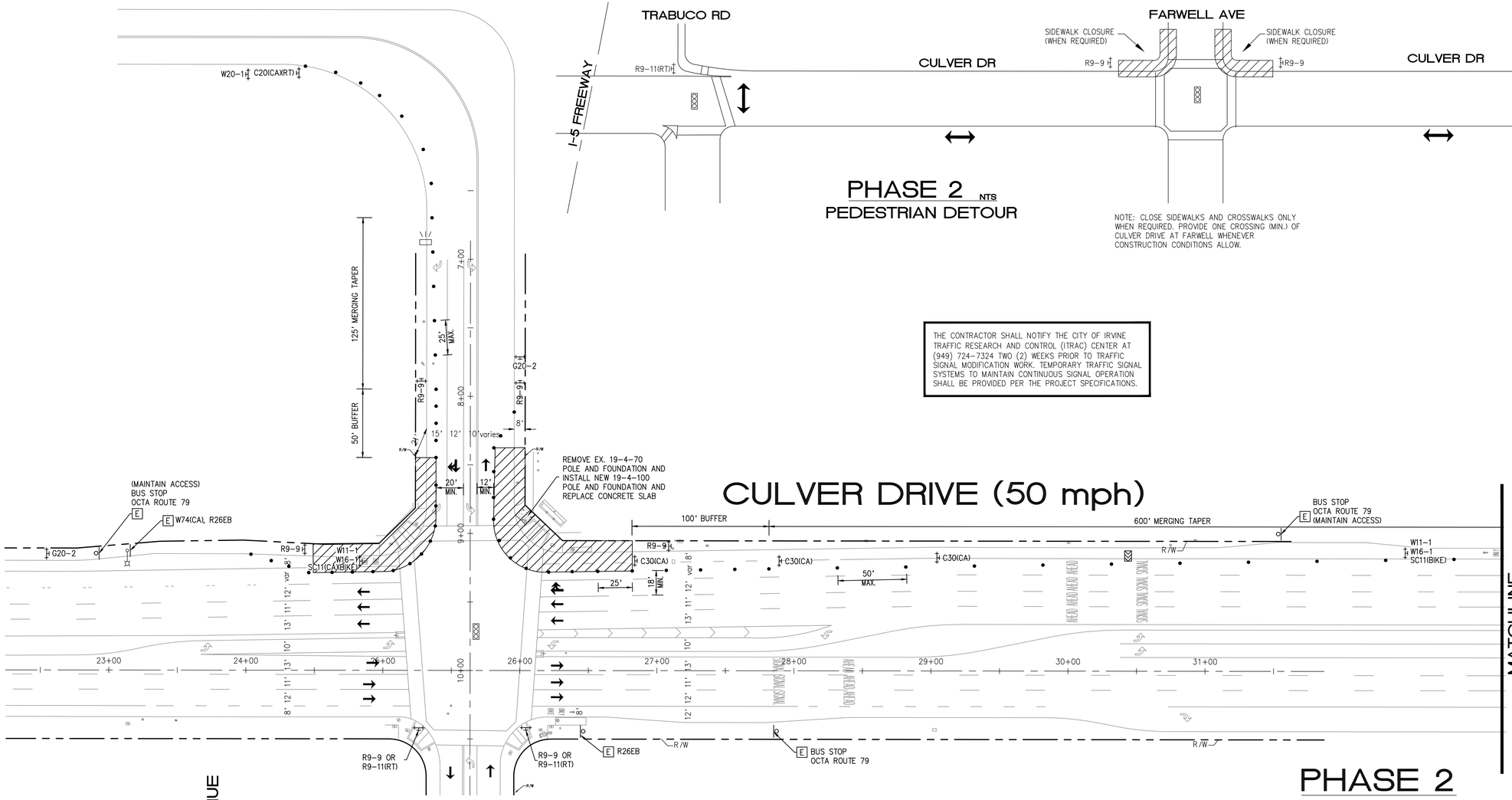
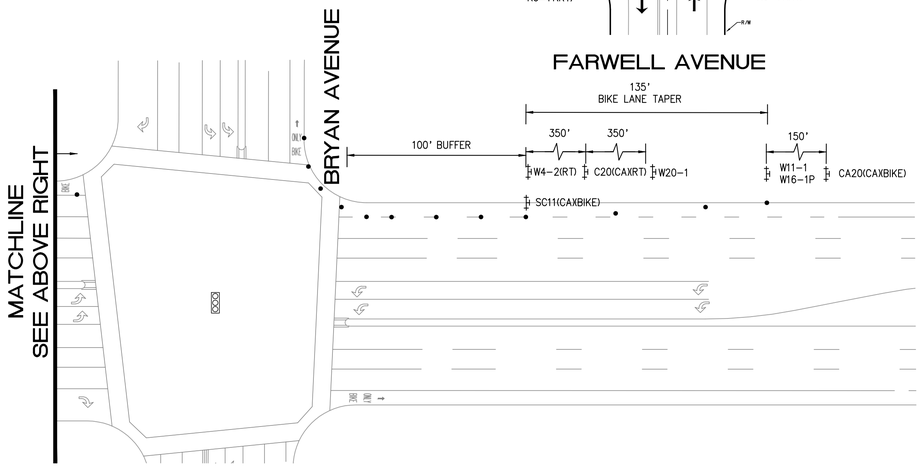
CULVER DRIVE (50 mph)





TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
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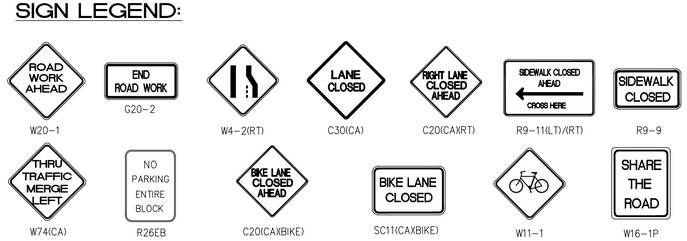

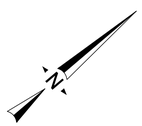

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

PHASE 2

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY 9 AM – 3 PM
ESTIMATED DURATION
20 WORKING DAYS

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD R. HEIAT — No. 45776 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KEITH RANDALL RUTHERFURD — No. TR001647 — TRAFFIC — STATE OF CALIFORNIA

Keith R Rutherfurd 11/22/17

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MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 2
CULVER DRIVE AND FARWELL AVENUE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
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SHEET 12 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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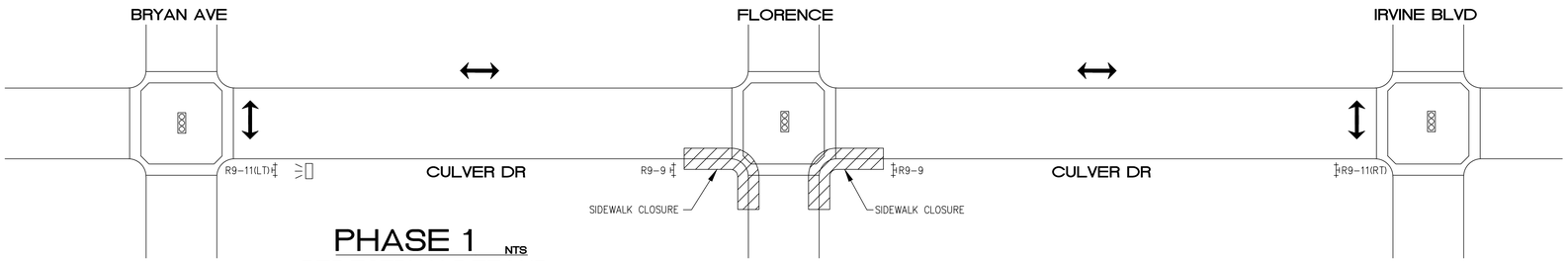
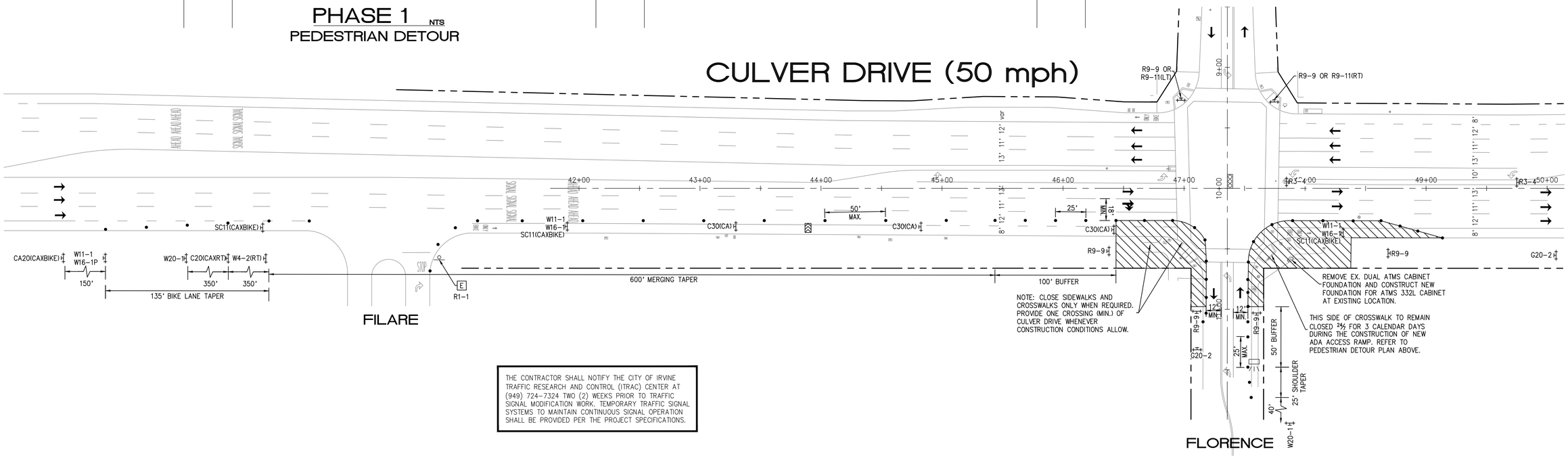


PHASE 1 NTS
PEDESTRIAN DETOUR

CULVER DRIVE (50 mph)



NOTE: CLOSE SIDEWALKS AND CROSSWALKS ONLY WHEN REQUIRED. PROVIDE ONE CROSSING (MIN.) OF CULVER DRIVE WHENEVER CONSTRUCTION CONDITIONS ALLOW.

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TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

LEGEND:

- • PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
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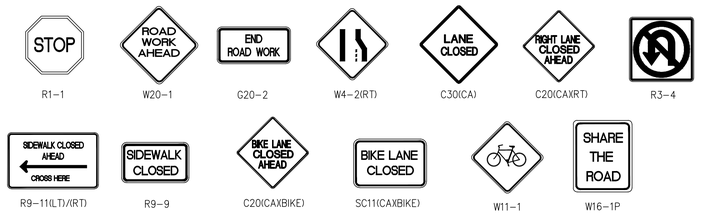

PHASE 1

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY 9 AM – 3 PM
ESTIMATED DURATION
15 WORKING DAYS

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

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Keith R. Rutherford 11/22/17

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DRAWN BY:	JDP/KNT/DML/MIO	DATE 11/2017
DESIGNED BY:	KRR/JDP	DATE 11/2017
CHECKED BY:	MRH/KRR	DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE 11/22/17

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 1
CULVER DRIVE AND FLORENCE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 13 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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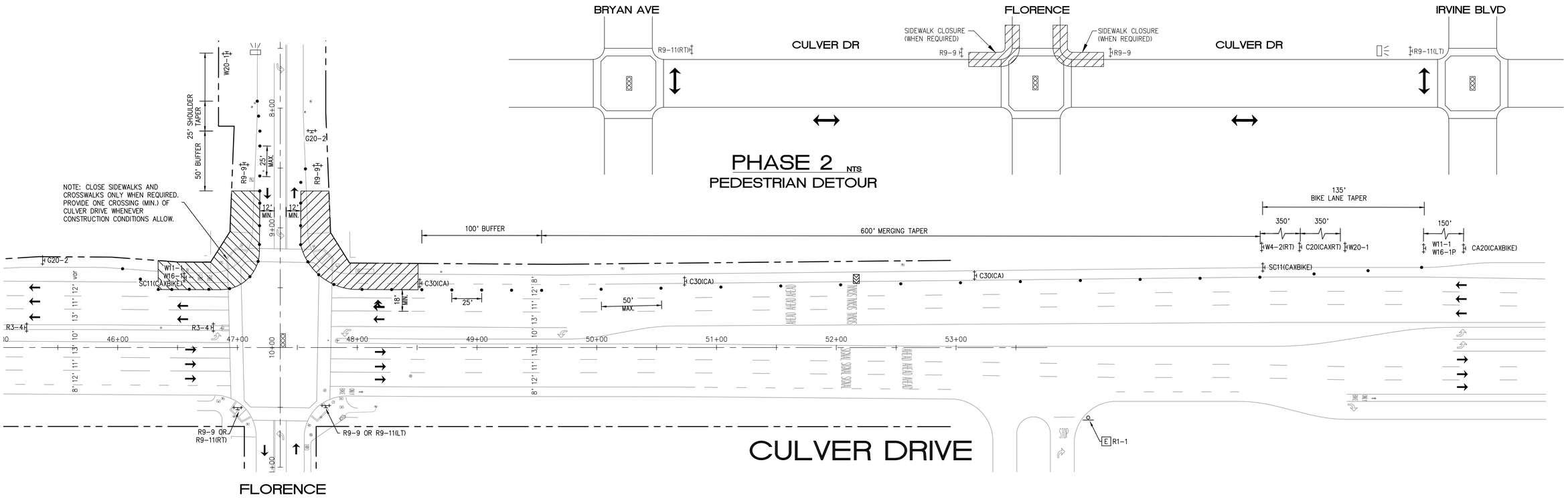


THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

PHASE 2

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY 9 AM – 3 PM
ESTIMATED DURATION
15 WORKING DAYS

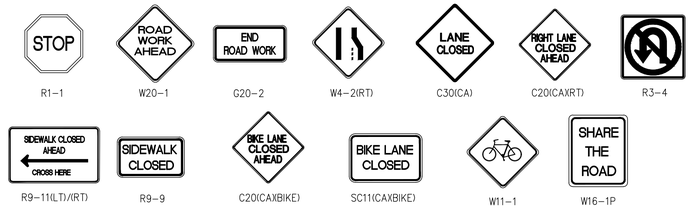
TRAFFIC CONTROL-GENERAL NOTES:

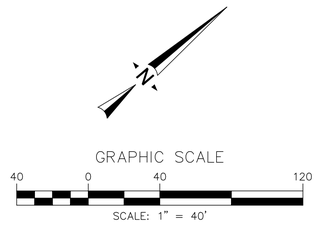
SEE SHEET 9

LEGEND:

- • PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
- FLASHING ARROW BOARD
- E EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- PROPOSED CONCRETE SLAB
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

SIGN LEGEND:





REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR0016470 TRAFFIC STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 2
CULVER DRIVE AND FLORENCE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
PERMIT NO. 00718613–TSME
SHEET 14 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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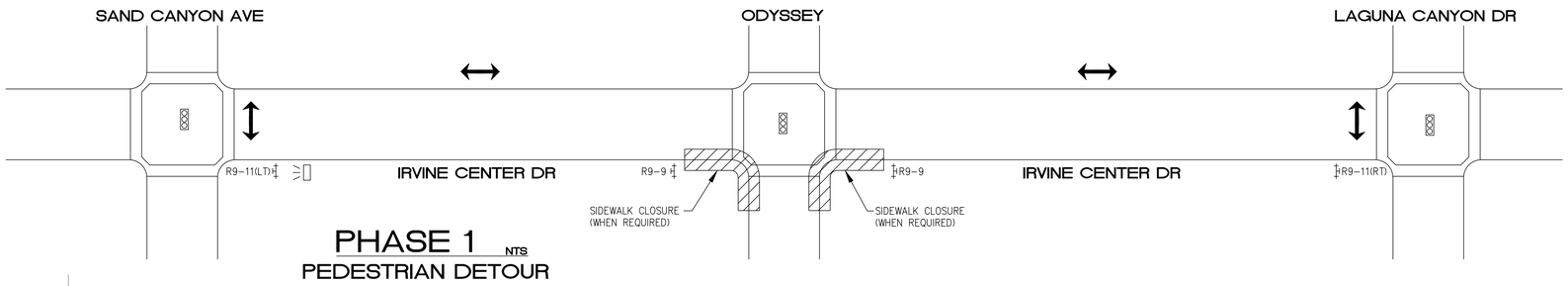
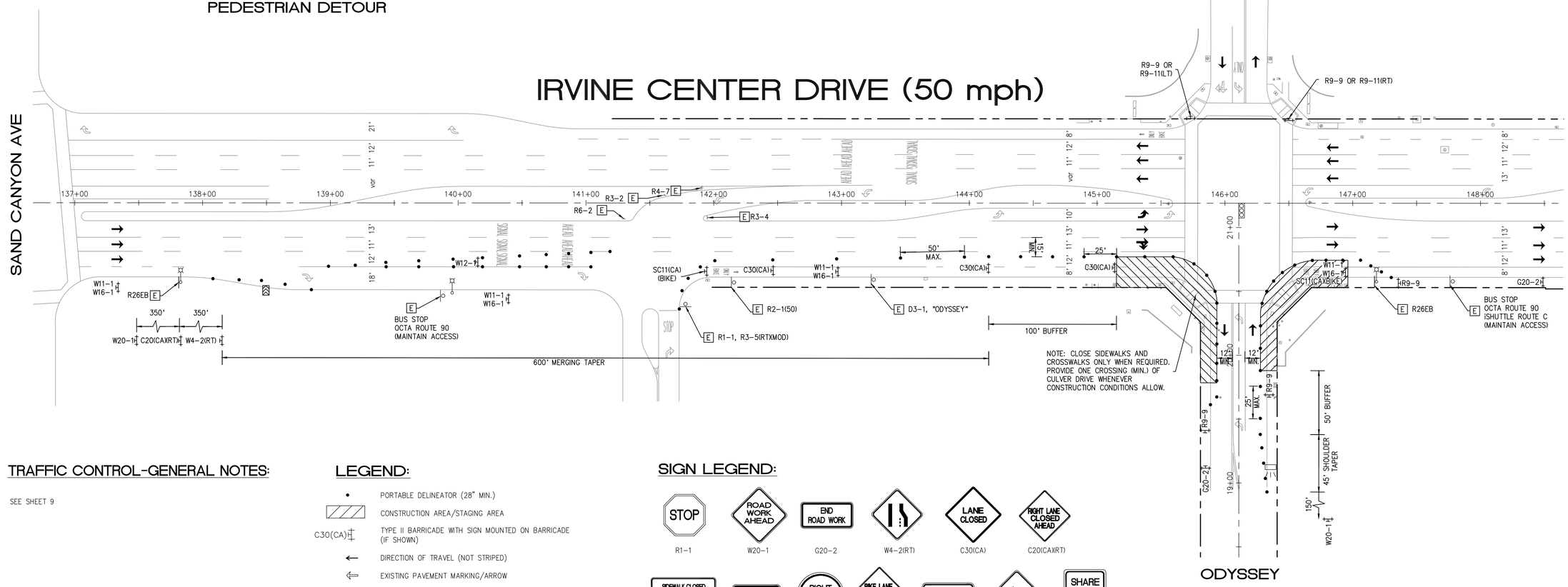


PHASE 1 NTS
PEDESTRIAN DETOUR

IRVINE CENTER DRIVE (50 mph)



TRAFFIC CONTROL-GENERAL NOTES:

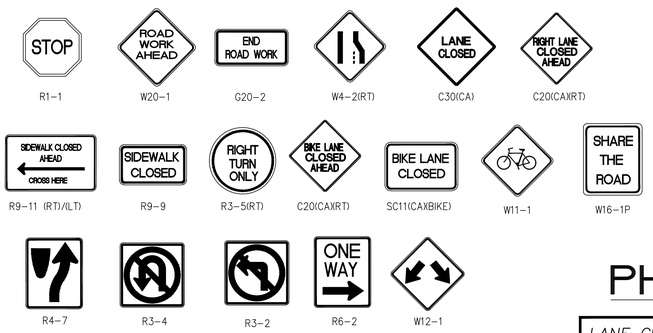
SEE SHEET 9

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) — TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
- FLASHING ARROW BOARD
- E — EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- PROPOSED CONCRETE SLAB
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

SIGN LEGEND:



PHASE 1

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY 9 AM – 3 PM
ESTIMATED DURATION
10 WORKING DAYS

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD R. HEIAT — No. 45776 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KEITH RANDALL RUTHERFORD — No. TR001647 — TRAFFIC — STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE
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DRAWN BY: JDP/KNT/DML/MIO — DATE: 11/2017
DESIGNED BY: KRR/JDP — DATE: 11/2017
CHECKED BY: MRH/KRR — DATE: 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 1
IRVINE CENTER DRIVE AND ODYSSEY

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 15 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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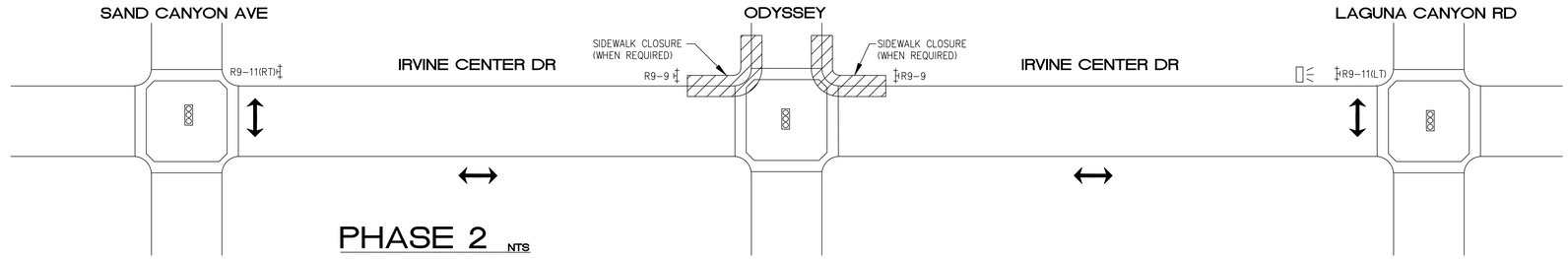
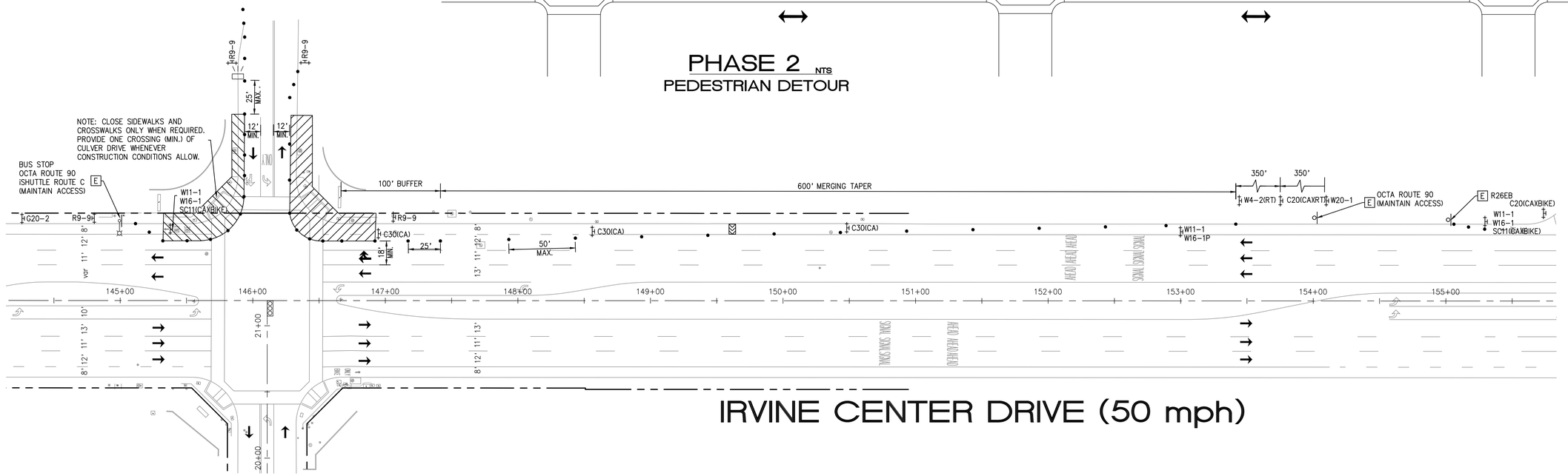


PHASE 2 NTS
PEDESTRIAN DETOUR



IRVINE CENTER DRIVE (50 mph)

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

PHASE 2

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY
9 AM – 3 PM

ESTIMATED DURATION
10 WORKING DAYS

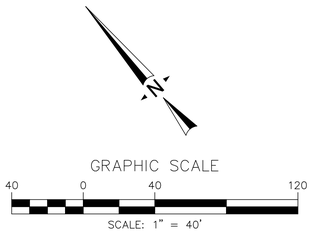
TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
- FLASHING ARROW BOARD
- [E] EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- PROPOSED CONCRETE SLAB
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

SIGN LEGEND:



REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR001647 TRAFFIC STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 2
IRVINE CENTER DRIVE AND ODYSSEY

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 16 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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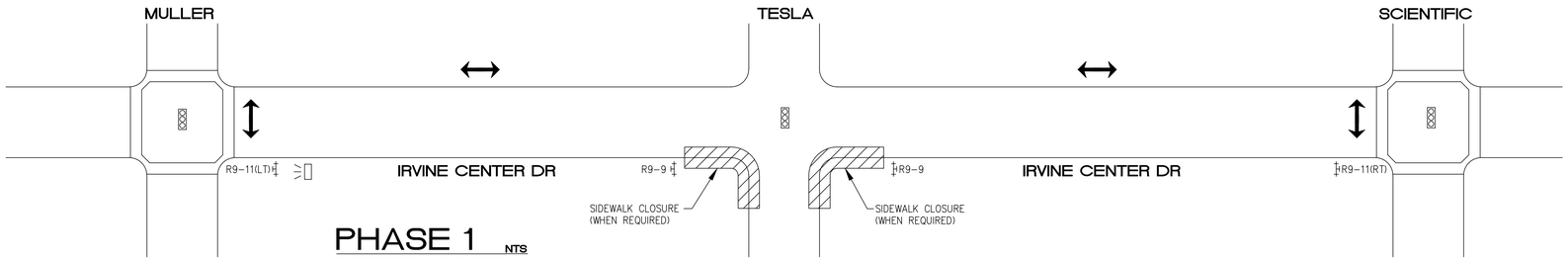
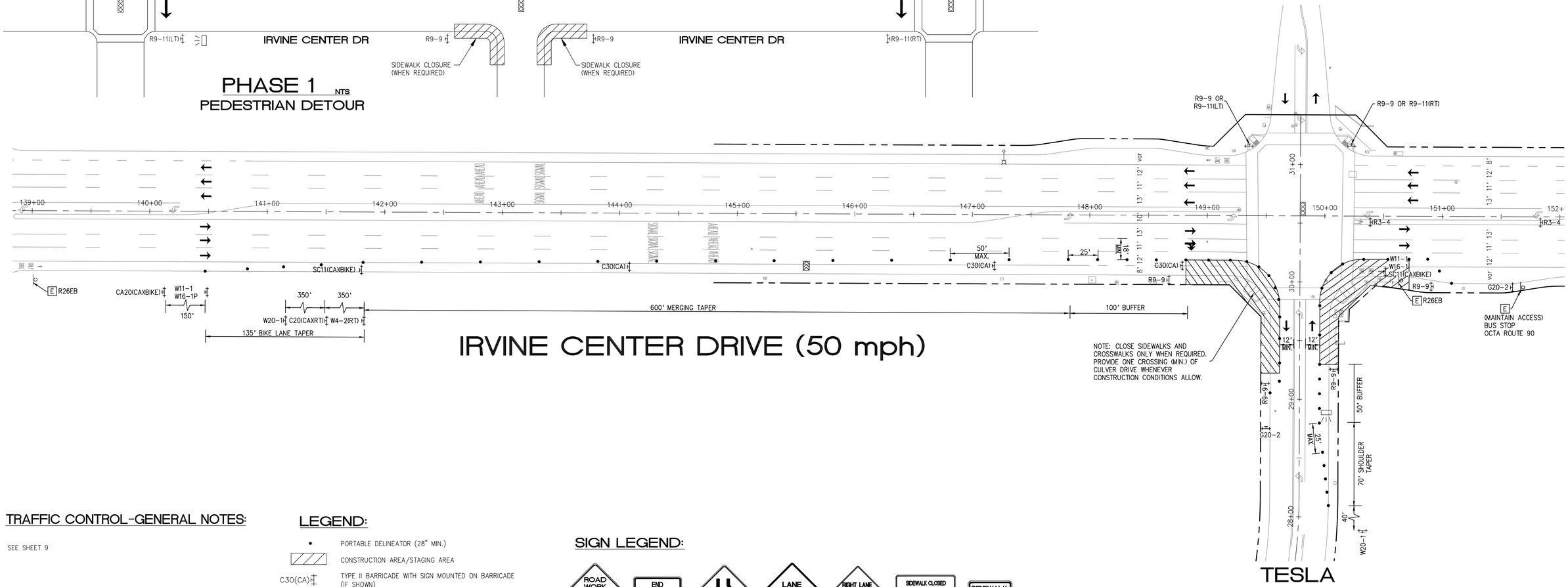


PHASE 1 NTS
PEDESTRIAN DETOUR



IRVINE CENTER DRIVE (50 mph)

TESLA

TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) — TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
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- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

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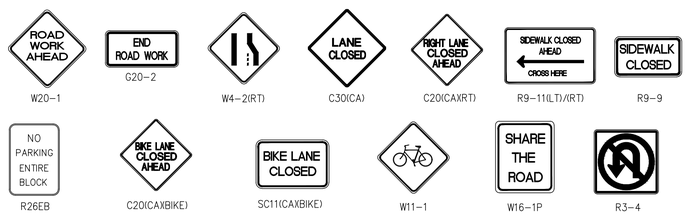

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

PHASE 1

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY
9 AM – 3 PM

ESTIMATED DURATION
10 WORKING DAYS

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD R. HEIAT — No. 45776 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KEITH RANDALL RUTHERFORD — No. TR001647 — TRAFFIC — STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE
7					
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DRAWN BY:	JDP/KNT/DML/MIO	DATE 11/2017
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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 1
IRVINE CENTER DRIVE AND TESLA

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173–ETSM
CIP NO. 331704
PERMIT NO. 00718613–TSME
SHEET 17 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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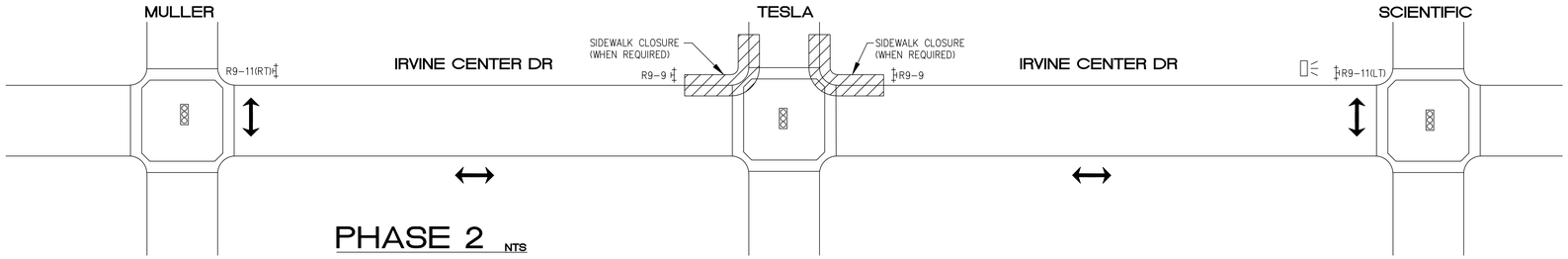
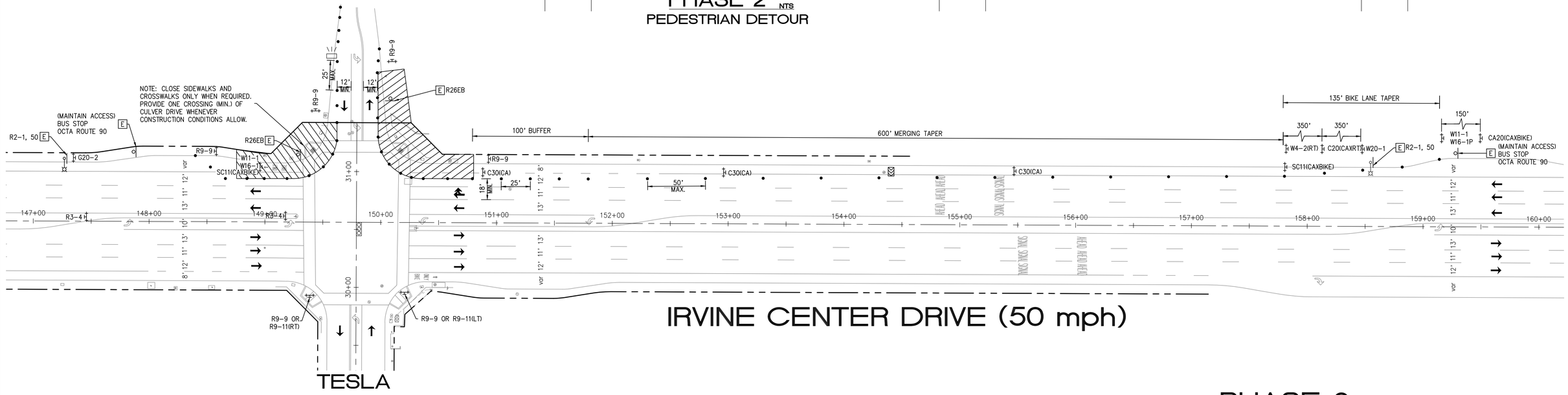


PHASE 2 NTS
PEDESTRIAN DETOUR



IRVINE CENTER DRIVE (50 mph)

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

PHASE 2

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY 9 AM – 3 PM
ESTIMATED DURATION
10 WORKING DAYS

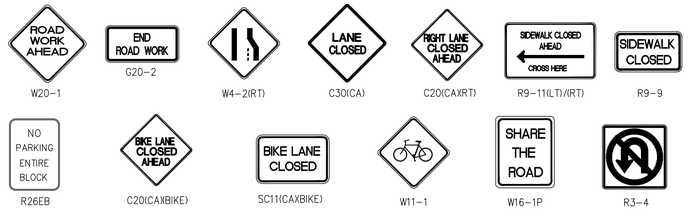
TRAFFIC CONTROL-GENERAL NOTES:

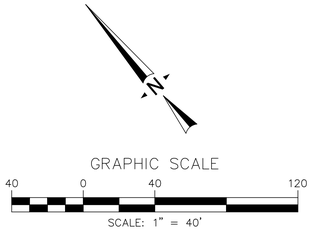
SEE SHEET 9

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) — TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
- FLASHING ARROW BOARD
- E — EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- PROPOSED CONCRETE SLAB
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

SIGN LEGEND:





REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFURD No. TR001647 TRAFFIC STATE OF CALIFORNIA

Keith R. Rutherfurd 11/22/17

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
Mohammad R. Heiat 11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 2
IRVINE CENTER DRIVE AND TESLA

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 18 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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PHASE 1 NTS
PEDESTRIAN DETOUR

ROCKFIELD BOULEVARD (45 mph)

TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

SIGN LEGEND:

LEGEND:

•	PORTABLE DELINEATOR (28" MIN.)
(hatched)	CONSTRUCTION AREA/STAGING AREA
C30(CA)	TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
←	DIRECTION OF TRAVEL (NOT STRIPED)
⇐	EXISTING PAVEMENT MARKING/ARROW
	FLASHING ARROW BOARD
E	EXISTING ROADWAY SIGN OF TYPE INDICATED
	EXISTING SIGN POST
	PROPOSED CONCRETE SLAB
	SIGNALIZED INTERSECTION
	PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

PHASE 1

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY *9 AM – 3 PM*
ESTIMATED DURATION
10 WORKING DAYS

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 IRVINE, CA 92618 (949) 923-6000 TEL (949) 261-8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 1
ROCKFIELD BOULEVARD AND OLDFIELD

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 19 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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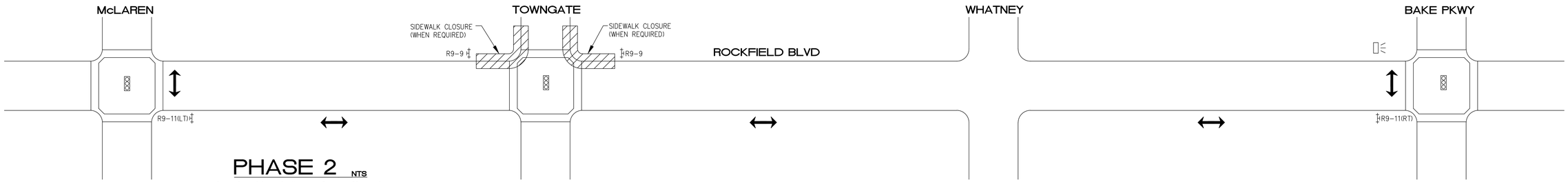
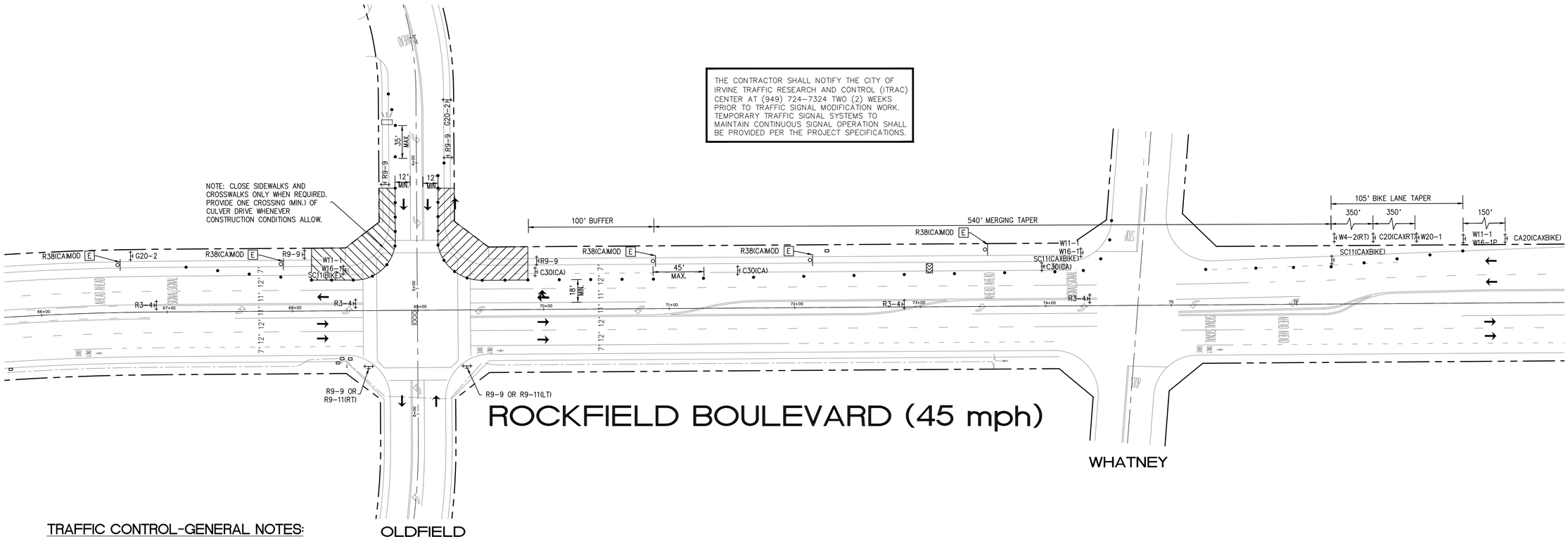


PHASE 2 NTS
PEDESTRIAN DETOUR



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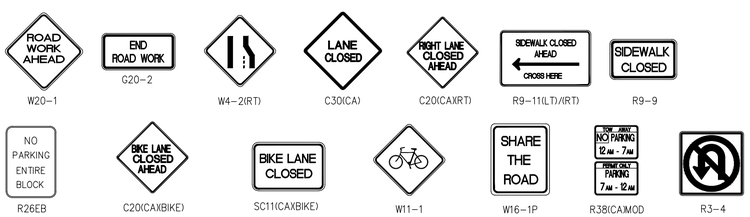
TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

SIGN LEGEND:



LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
- FLASHING ARROW BOARD
- E EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- PROPOSED CONCRETE SLAB
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

PHASE 2

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY 9 AM – 3 PM
ESTIMATED DURATION
10 WORKING DAYS

GRAPHIC SCALE

40 0 40 120

SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER KEITH RANDALL RUTHERFORD No. TR001647 TRAFFIC STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

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

DRAWN BY:	JDP/KNT/DML/MIO	DATE 11/2017
DESIGNED BY:	KRR/JDP	DATE 11/2017
CHECKED BY:	MRH/KRR	DATE 11/2017

PLAN PREPARED BY:

Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX

11/22/17

MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 2
ROCKFIELD BOULEVARD AND OLDFIELD

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 20 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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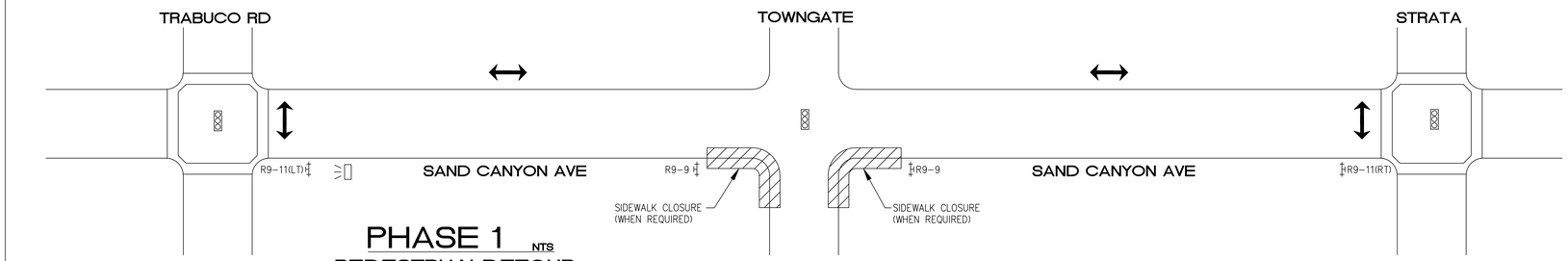
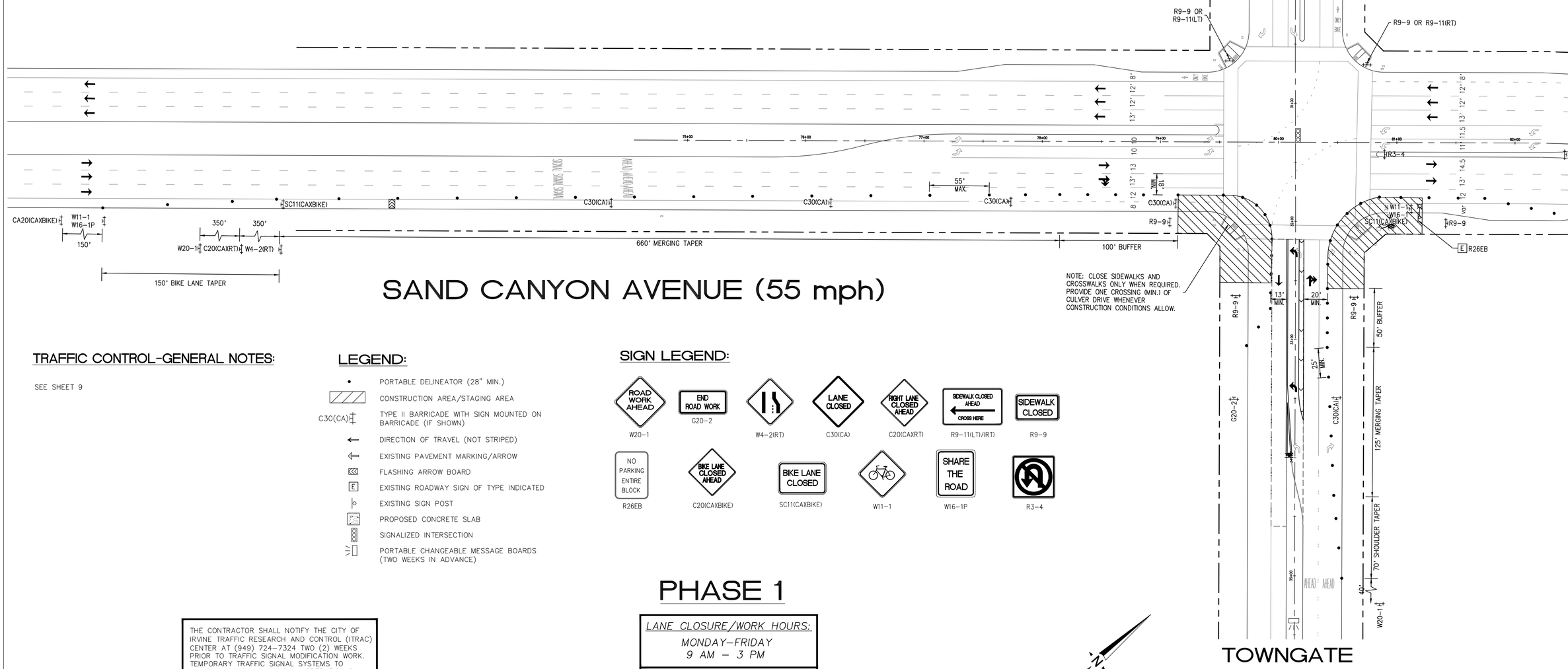


PHASE 1 NTS
PEDESTRIAN DETOUR



SAND CANYON AVENUE (55 mph)

TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

LEGEND:

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- PROPOSED CONCRETE SLAB
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)

SIGN LEGEND:

PHASE 1

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY
9 AM – 3 PM

ESTIMATED DURATION
10 WORKING DAYS

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER MOHAMMAD R. HEIAT No. 45776 CIVIL STATE OF CALIFORNIA

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Keith R. Rutherford 11/22/17

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT R.C.E. No. 45776 11/22/17 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 1
SAND CANYON AVENUE AND TOWNGATE
CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 21 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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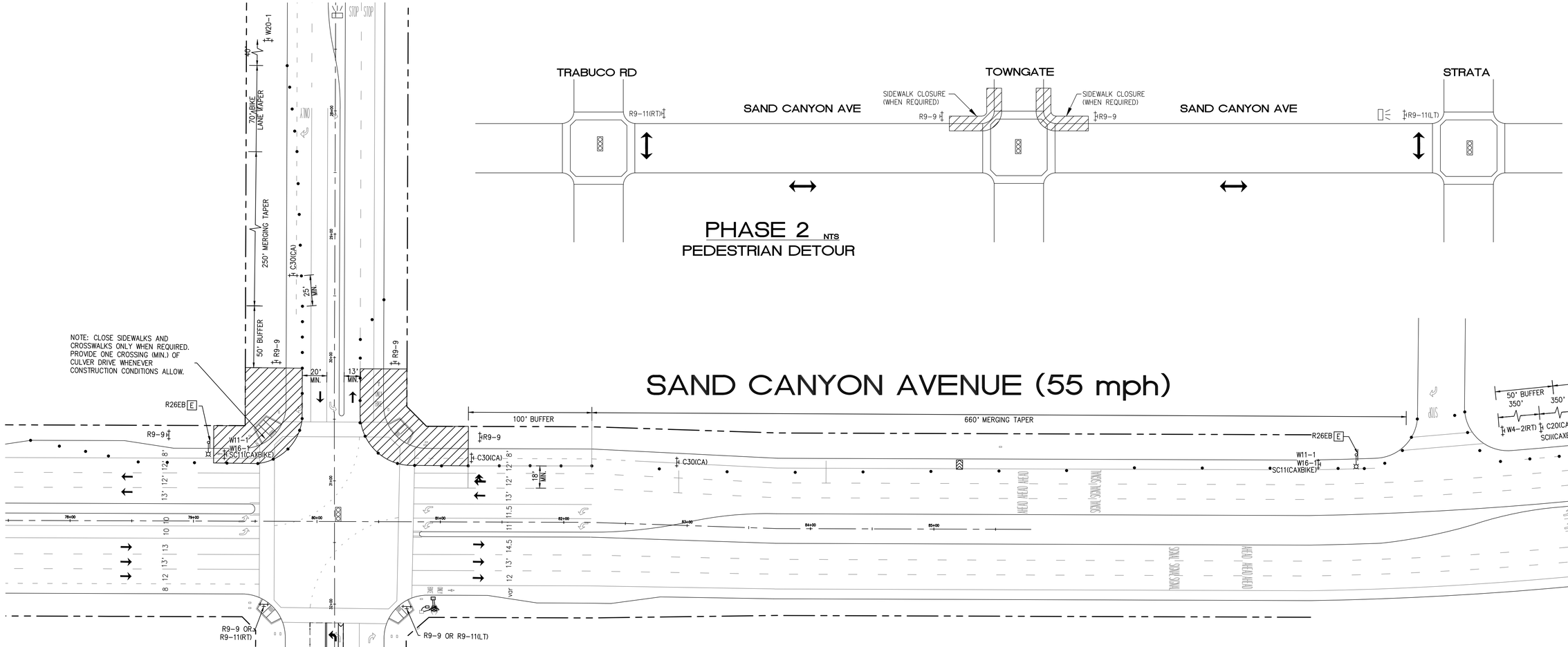
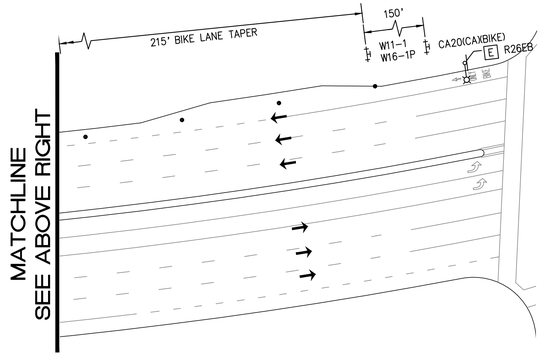


PHASE 2 NTS
PEDESTRIAN DETOUR

SAND CANYON AVENUE (55 mph)



TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

PHASE 2

LANE CLOSURE/WORK HOURS:
MONDAY–FRIDAY
9 AM – 3 PM

ESTIMATED DURATION
10 WORKING DAYS

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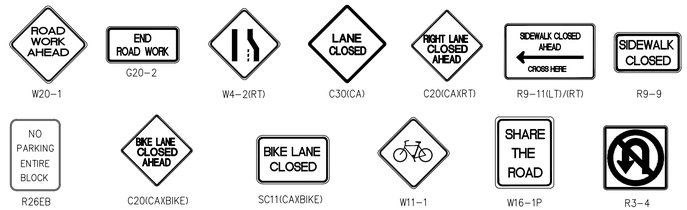
SIGN LEGEND:



GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD R. HEIAT — No. 45776 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KEITH RANDALL RUTHERFORD — No. TR001647 — TRAFFIC — STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
TRAFFIC CONTROL PLAN PHASE 2
SAND CANYON AVENUE AND TOWNGATE
CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 22 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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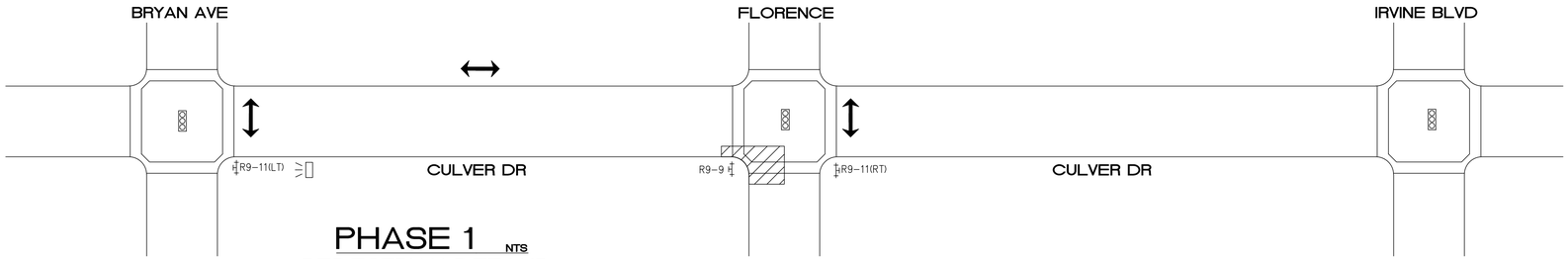
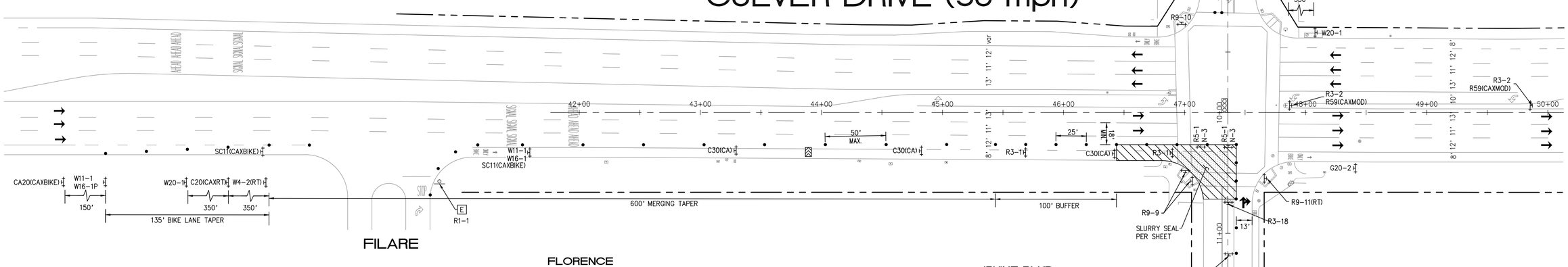


PHASE 1 NTS
PEDESTRIAN DETOUR

CULVER DRIVE (50 mph)



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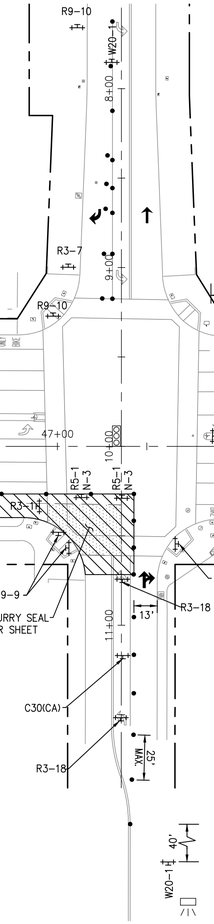

FLORENCE

NOTE: SPECIAL TRAFFIC SIGNAL OPERATION
THIS PHASE FOLLOWS: SPLIT PHASING ON FLORENCE APPROACHES

THE CONTRACTOR SHALL NOTIFY THE CITY OF IRVINE TRAFFIC RESEARCH AND CONTROL (ITRAC) CENTER AT (949) 724-7324 TWO (2) WEEKS PRIOR TO TRAFFIC SIGNAL MODIFICATION WORK. TEMPORARY TRAFFIC SIGNAL SYSTEMS TO MAINTAIN CONTINUOUS SIGNAL OPERATION SHALL BE PROVIDED PER THE PROJECT SPECIFICATIONS.

TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
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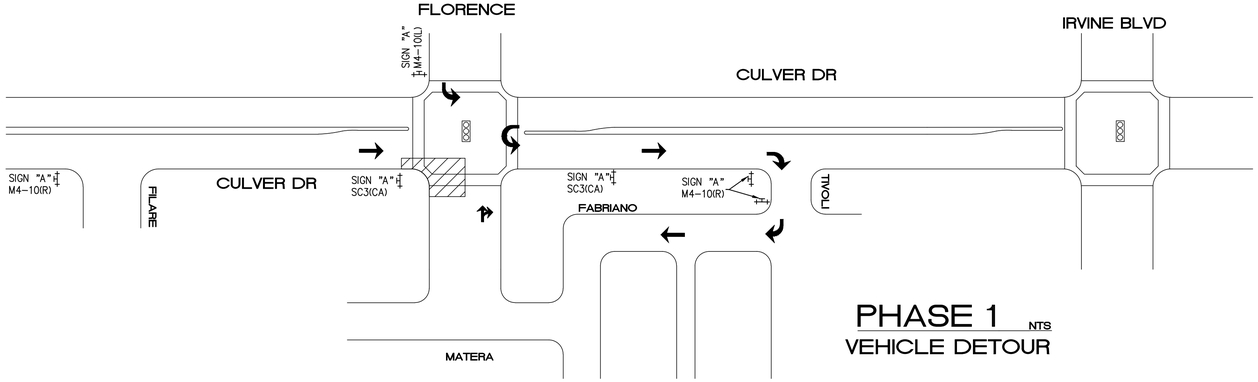
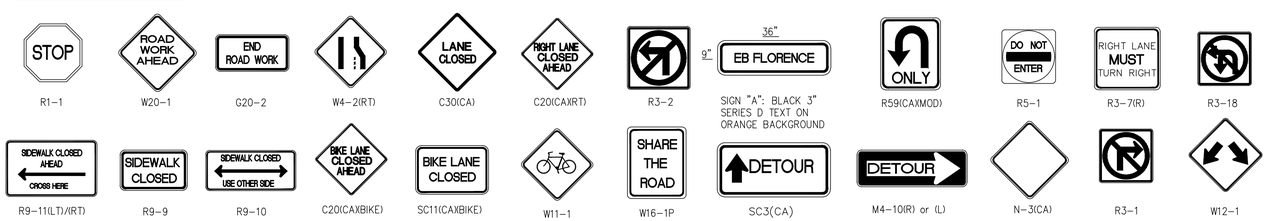
- EXISTING SIGN POST
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS (TWO WEEKS IN ADVANCE)



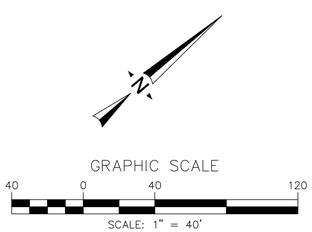
PHASE 1 NTS
VEHICLE DETOUR

SIGN LEGEND:



SLURRY SEAL
PHASE 1

LANE CLOSURE/WORK HOURS:
SATURDAY – SUNDAY 9 AM – 5 PM
ESTIMATED DURATION
1 WORKING DAY



REGISTERED PROFESSIONAL ENGINEER
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No. 45776
CIVIL
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
KEITH RANDALL RUTHERFORD
No. TR001647
TRAFFIC
STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

NO.	DATE	REVISIONS	ENGR.	APPROV.	DATE
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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
MOHAMMAD R. HEIAT — R.C.E. No. 45776 — 11/22/17 — DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
SLURRY SEAL TRAFFIC CONTROL PLAN PHASE 1
FLORENCE AT CULVER DRIVE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 23 OF 26

365

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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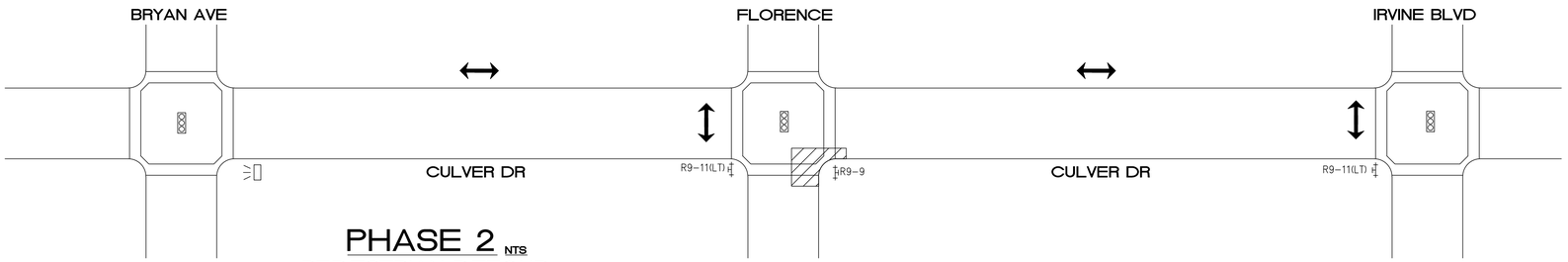
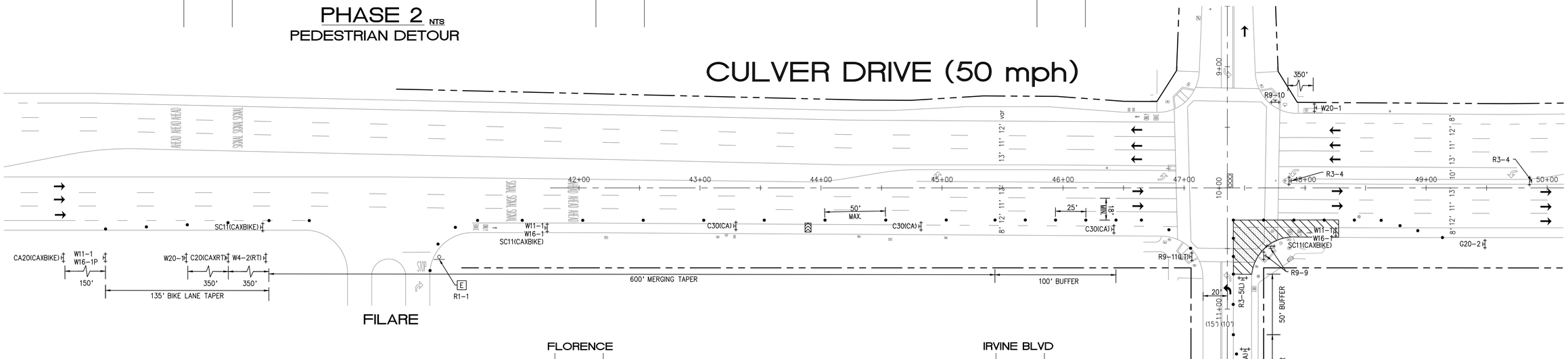


PHASE 2 NTS
PEDESTRIAN DETOUR



TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
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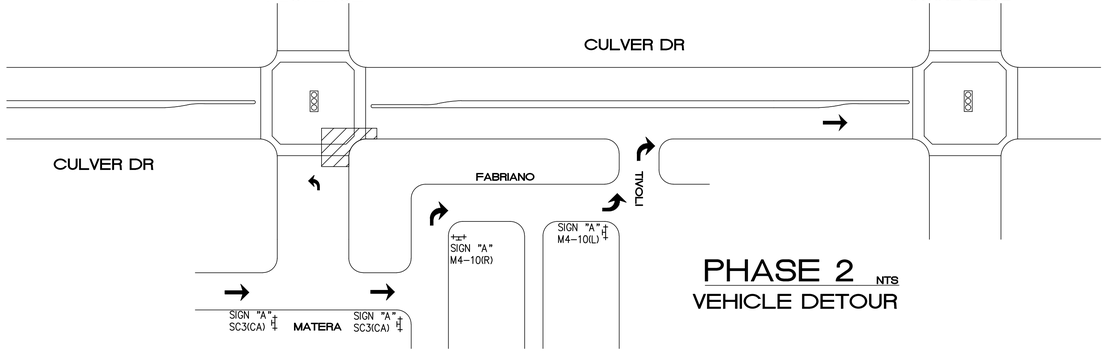
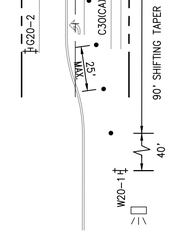


PHASE 2 NTS
VEHICLE DETOUR



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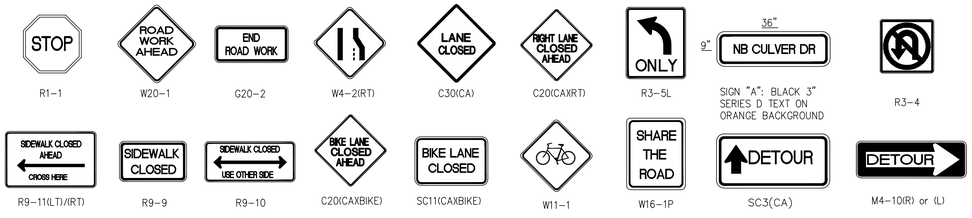

SLURRY SEAL PHASE 2

LANE CLOSURE/WORK HOURS:

SATURDAY – SUNDAY
9 AM – 5 PM

ESTIMATED DURATION

1 WORKING DAY

GRAPHIC SCALE

40 0 40 120

SCALE: 1" = 40'

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REGISTERED PROFESSIONAL ENGINEER — KEITH RANDALL RUTHERFORD — No. TR001647 — TRAFFIC — STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

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PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
SLURRY SEAL TRAFFIC CONTROL PLAN PHASE 2
FLORENCE AT CULVER DRIVE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 24 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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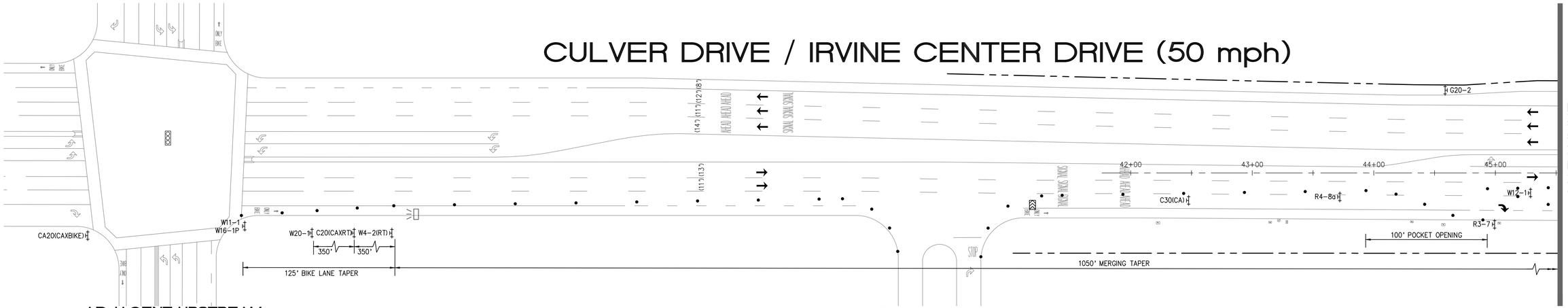
CULVER DRIVE / IRVINE CENTER DRIVE (50 mph)

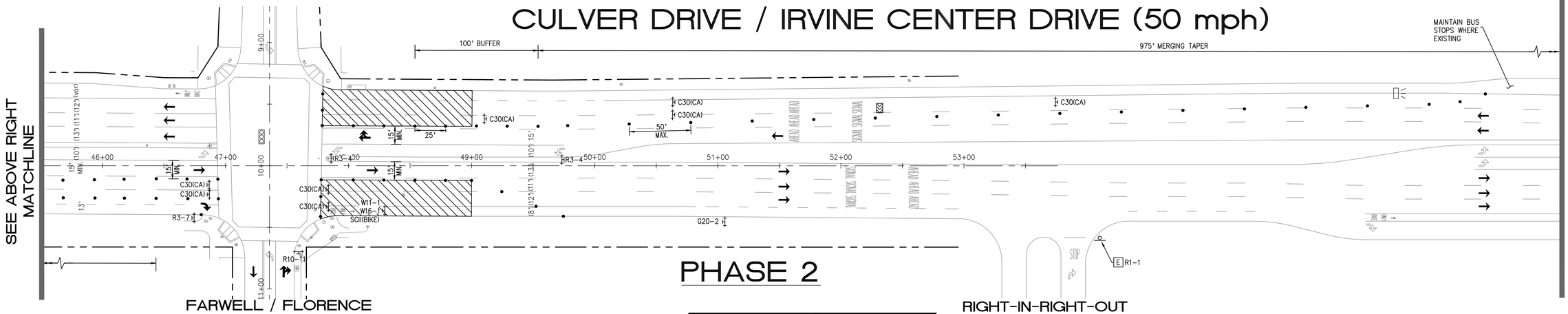


MATCHLINE
SEE BELOW LEFT

ADJACENT UPSTREAM
SIGNALIZED INTERSECTION

RIGHT-IN-RIGHT-OUT
SIDE STREET TYP.

CULVER DRIVE / IRVINE CENTER DRIVE (50 mph)



SEE ABOVE RIGHT
MATCHLINE

MATCHLINE
SEE BELOW LEFT

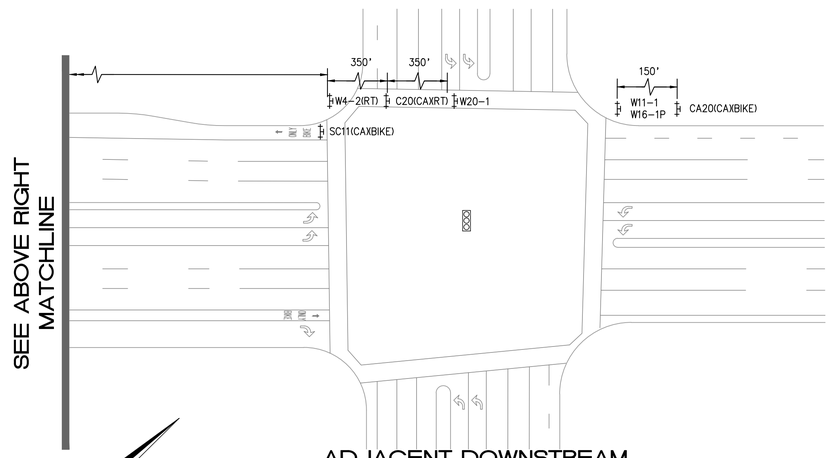
FARWELL / FLORENCE
ODYSSEY / TESLA

RIGHT-IN-RIGHT-OUT
SIDE STREET TYP.

PHASE 2

	CULVER DR	IRVINE CENTER DR
LANE CLOSURE / WORK HOURS	SATURDAY–SUNDAY 9 AM – 5 PM	MONDAY–FRIDAY 9 PM – 5 AM OR SATURDAY–SUNDAY 9 AM – 5 PM
ESTIMATED DURATION	2 WORKING DAYS	2 WORKING DAYS

NOTE:
SOUTHBOUND CULVER DRIVE AT FARWELL AVENUE SHALL HAVE TWO THRU-LANES AVAILABLE FOR TRAFFIC DURING CONSTRUCTION (EXISTING IMPROVEMENTS PROVIDE TOTAL OF FOUR THRU-LANES).



SEE ABOVE RIGHT
MATCHLINE

ADJACENT DOWNSTREAM
SIGNALIZED INTERSECTION

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

SIGN LEGEND:

LEGEND:

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TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9

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PLAN PREPARED BY:
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IRVINE, CA 92618 (949) 261-8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION
SLURRY SEAL TYPICAL TRAFFIC CONTROL PLAN PHASE 1
CULVER DRIVE OR IRVINE CENTER DRIVE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 25 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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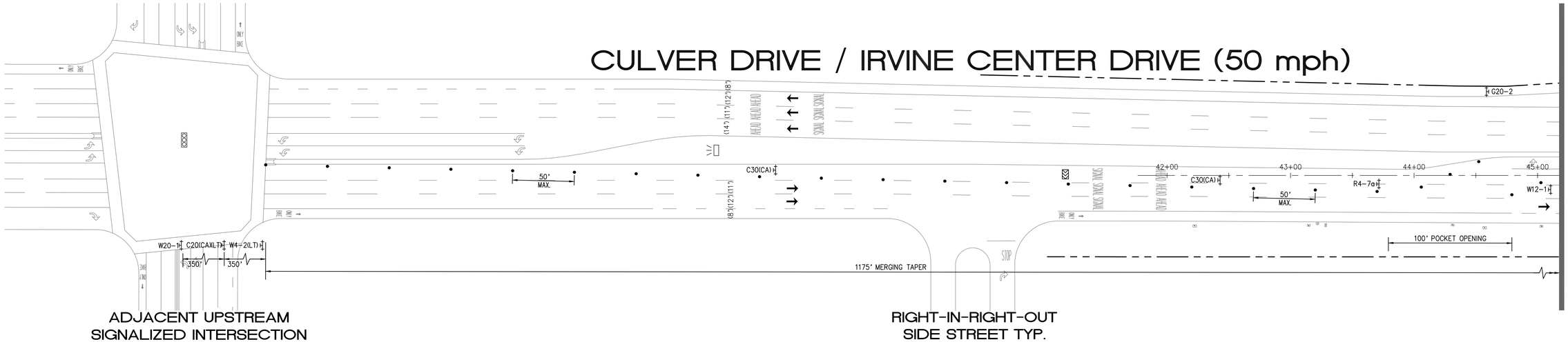
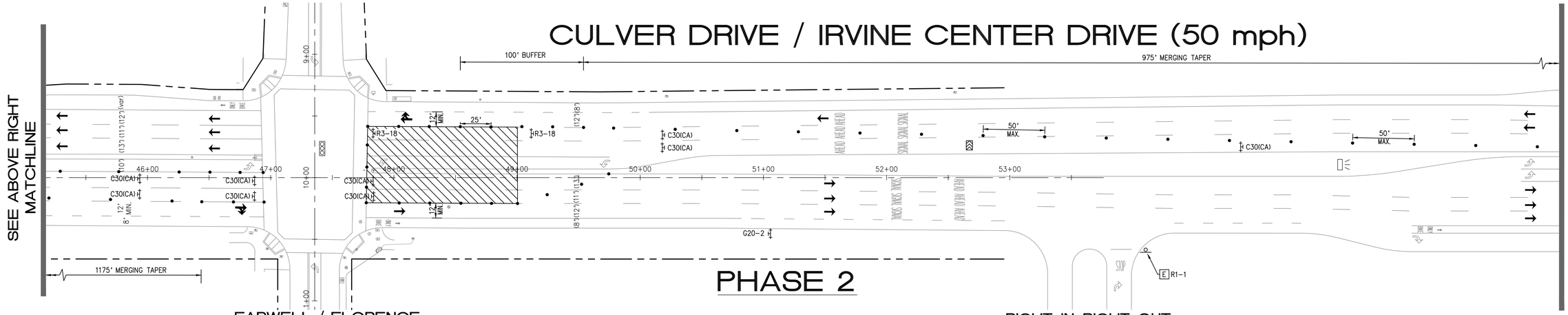




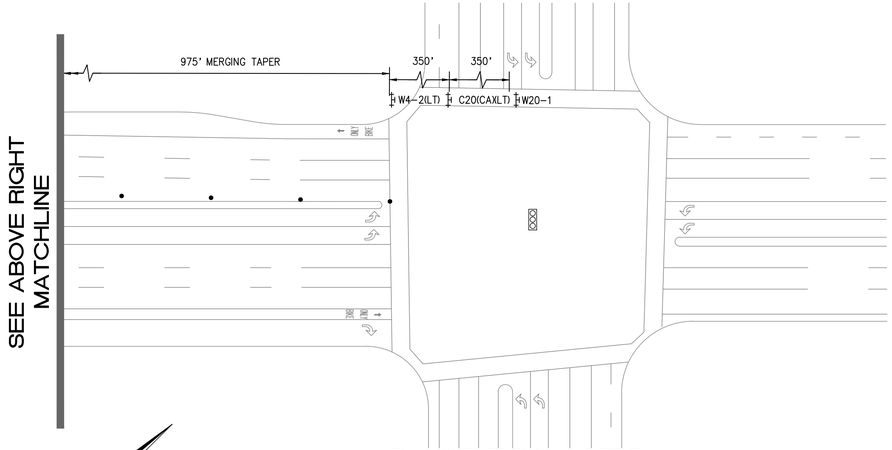
PHASE 2

	CULVER DR	IRVINE CENTER DR
LANE CLOSURE / WORK HOURS	SATURDAY–SUNDAY 9 AM – 5 PM	MONDAY–FRIDAY 9 PM – 5 AM OR SATURDAY–SUNDAY 9 AM – 5 PM
ESTIMATED DURATION	2 WORKING DAYS	2 WORKING DAYS

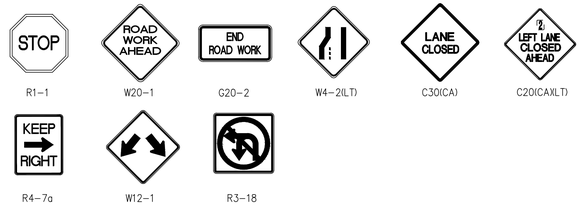
NOTE:
SOUTHBOUND CULVER DRIVE AT FARWELL AVENUE SHALL HAVE TWO THRU-LANES AVAILABLE FOR TRAFFIC DURING CONSTRUCTION (EXISTING IMPROVEMENTS PROVIDE TOTAL OF FOUR THRU-LANES).

TRAFFIC CONTROL-GENERAL NOTES:

SEE SHEET 9



SIGN LEGEND:



LEGEND:

- PORTABLE DELINEATOR (28" MIN.)
- CONSTRUCTION AREA/STAGING AREA
- C30(CA) — TYPE II BARRICADE WITH SIGN MOUNTED ON BARRICADE (IF SHOWN)
- DIRECTION OF TRAVEL (NOT STRIPED)
- EXISTING PAVEMENT MARKING/ARROW
- FLASHING ARROW BOARD
- [E] EXISTING ROADWAY SIGN OF TYPE INDICATED
- EXISTING SIGN POST
- SIGNALIZED INTERSECTION
- PORTABLE CHANGEABLE MESSAGE BOARDS

REGISTERED PROFESSIONAL ENGINEER — MOHAMMAD R. HEIAT — No. 45776 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — KEITH RANDALL RUTHERFORD — No. TR001647 — TRAFFIC — STATE OF CALIFORNIA

Keith R. Rutherford 11/22/17

GRAPHIC SCALE
40 0 40 120
SCALE: 1" = 40'

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

DRAWN BY:	JDP/KNT/DML/MIO	DATE 11/2017
DESIGNED BY:	KRR/JDP	DATE 11/2017
CHECKED BY:	MRH/KRR	DATE 11/2017

PLAN PREPARED BY:
Stantec
38 TECHNOLOGY DR., STE 100 (949) 923-6000 TEL
IRVINE, CA 92618 (949) 261-8482 FAX
11/22/17
MOHAMMAD R. HEIAT R.C.E. No. 45776 DATE

PROTECTED-PERMISSIVE LEFT TURN PHASING TRAFFIC SIGNAL MODIFICATION
SLURRY SEAL TYPICAL TRAFFIC CONTROL PLAN PHASE 2
CULVER DRIVE OR IRVINE CENTER DRIVE

CITY OF IRVINE
PUBLIC WORKS DEPARTMENT

PLAN CHECK NO. 00717173-ETSM
CIP NO. 331704
PERMIT NO. 00718613-TSME
SHEET 26 OF 26

PROTECTED-PERMISSIVE LEFT TURN PHASING SIGNAL MODIFICATION
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CITY OF IRVINE
PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

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.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1		
2	TRAFFIC CONTROL	LS	1		
3	TRAFFIC SIGNAL MODIFICATION– FARWELL AND CULVER DRIVE	LS	1		
4	TRAFFIC SIGNAL MODIFICATION– FLORENCE AND CULVER DRIVE	LS	1		
5	TRAFFIC SIGNAL MODIFICATION– IRVINE CENTER DRIVE AND ODYSSEY	LS	1		
6	TRAFFIC SIGNAL MODIFICATION– IRVINE CENTER DRIVE AND TESLA	LS	1		
7	TRAFFIC SIGNAL MODIFICATION– ROCKFIELD AND OLDFIELD	LS	1		
8	TRAFFIC SIGNAL MODIFICATION– SAND CANYON AND TOWNGATE	LS	1		
9	REMOVE CONCRETE SIDEWALK	SF	800		
10	REMOVE CURB RAMP	EA	1		
11	CONCRETE SIDEWALK	SF	800		
12	CURB RAMP	EA	1		
13	TRUNCATED DOMES	EA	13		
14	CLEARING AND GRUBBING	LS	1		
15	REMOVE CONCRETE MEDIAN CURB	LF	380		
16	SAWCUT, REMOVE, AND DISPOSE OF EXISTING AC PAVEMENT SECTION	CY	75		
17	CONSTRUCT FULL DEPTH HOT MIX ASPHALT (HMA) PAVEMENT	TON	150		
18	PCC MEDIAN CURB	LF	10		
19	REPAIR LANDSCAPING	LS	1		

CITY OF IRVINE
PROTECTED-PERMISSIVE LEFT TURN PHASING
TRAFFIC SIGNAL MODIFICATION
CIP 331704
BID NO. 18-1317

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
20	MODIFY EXISTING IRRIGATION SYSTEM	LS	1		
21	SLURRY SEAL (TYPE II)	SY	4,370		
22	STRIPING, MARKING AND MARKERS	LS	1		
23	RELOCATE TRAFFIC SIGN	EA	3		
24	WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	1		
25	ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE	EA	1		
26	REMOVE EXISTING CONCRETE CURB AND GUTTER	LF	60		
27	CONCRETE CURB AND GUTTER	LF	60		

Funding Summary
Protected-Permissive Left Turn Phasing Project
CIP 331704

March 20, 2018

Project Expenditures	
Design Engineering	$ 170,000
Construction Contract (Engineers Estimate)	$1,305,000
Construction Engineering	$ 124,500
Construction Contingency	$ 130,500
Total Estimated Project Cost	**$1,730,000**

Project Funding	
CIP 331704 – Final Design Engineering	$ 500,000
CIP 331704 – Construction Phase	$2,000,000
Total Funding Available	**$2,500,000**

ATTACHMENT 4