

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, AUGUST 20, 2025
6:00 PM CLOSED SESSION
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA



Mayor Tiffany Ackley
Mayor Pro Tem Max Duncan
Councilmember Richard Hurt
Councilmember Mike Munzing
Councilmember Tim Zandbergen

WELCOME to the City of Aliso Viejo City Council meeting. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS WILL BE LIMITED TO THREE MINUTES PER SPEAKER. Council proceedings are recorded.

It is the City's intention to comply with the Americans with Disabilities Act (ADA) . If you need special assistance to participate in the meeting, the City will make reasonable arrangements to ensure accessibility and/or accommodations. [28 CFR 35.102-35.104 ADA Title II] Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours prior to the meeting.

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. All communications received by the City regarding an agenda item have been included in the agenda materials. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented at the dais and in the Public Copy agenda binder at the time of the meeting. Supplemental documents are also available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

This meeting will be broadcast live on Cox Communications Channel 851, AT&T U-Verse Channel 99 and the City's website. By attending the City Council Meeting, you are giving your permission to be televised. The Council Meetings are rebroadcast on Wednesday at 7:00 p.m. on Cox Communications Channel 851, AT&T U-Verse Channel 99, and can be viewed on the internet at www.avcity.org.

MITZI ORTIZ
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

JANET MARTINEZ
CITY CLERK

**PLEASE SILENCE ALL CELL PHONES AND OTHER
ELECTRONIC EQUIPMENT WHILE CITY COUNCIL IS IN SESSION**

CALL TO ORDER: Convene Special Meeting

PUBLIC COMMENTS:

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54956.6
Agency Designated Representatives: Mayor and Mayor Pro Tem
Unrepresented Employees: City Manager

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: City Attorney

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

- 1.1 BUSINESS OF THE MONTH - MARUGAME UDON
- 1.2 RECOGNITION OF WOMAN OF DISTINCTION AWARD RECIPIENT DORIS CORTES

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. In compliance with the Brown Act, no discussion or action may be taken on comments received at this time, except the City Council may briefly respond to statements made or questions posed.

Comments are limited to three (3) minutes per speaker.

4. CONSENT CALENDAR:

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, or staff request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been ready by title, and further reading is waived.

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the minutes as submitted for the August 6, 2025 Special and Regular Meetings.

[Draft Minutes - August 6, 2025 Special Meeting](#)

[Draft Minutes - August 6, 2025 Regular Meeting](#)

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between July 18, 2025, and July 31, 2025, in the amount of \$1,641,252.71.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 TREASURER'S STATEMENT – JUNE 2025

Recommended Action: Receive and file the June 2025 Treasurer's Statement.

[Staff Report](#)

[Attachment 1 - June 2025 Treasurer's Statement](#)

4.5 CONTRACT WITH ONYX PAVING COMPANY, INC. FOR GLENWOOD DRIVE STREET REHABILITATION PROJECT BETWEEN SR 73 AND ALISO CREEK ROAD

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for Glenwood Drive Street Rehabilitation Project between SR 73 and Aliso Creek Road;
2. Award a contract in the amount of \$1,110,000 to Onyx Paving Company, Inc. as the lowest responsible bidder for the Glenwood Drive Street Rehabilitation Project between SR 73 and Aliso Creek Road;
3. Authorize the City Manager to execute a contract with Onyx Paving Company, Inc.;
4. Authorize City staff to make total compensation to Onyx Paving Company, Inc. up to \$1,110,000 plus \$111,000 (10% of the contract amount) to allow for contingencies, totaling \$1,221,000; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

[Staff Report](#)

[Attachment 1 - Contract](#)

[Attachment 2 - Submitted Bid](#)

4.6 FIRST AMENDMENT TO THE AGREEMENT WITH UNITED BUILDING AND DEVELOPMENT SERVICES, LLC FOR PLUMBING MAINTENANCE SERVICES

Recommended Action:

1. Approve a first amendment to the agreement with United Building and Development Services, LLC to perform Plumbing maintenance services that extends the term one year and increases the total compensation under the agreement by \$35,000 for a total amount of \$85,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

[Staff Report](#)

[Attachment 1 - Agreement Amendment](#)

5. **PUBLIC HEARINGS:**

5.1 SECOND READING AND ADOPTION OF ORDINANCE AMENDING CHAPTERS 13.02 AND 13.04 OF THE ALISO VIEJO MUNICIPAL CODE, ADOPTING BY REFERENCE 2025 BUILDING AND FIRE CODES

Recommended Action:

1. Conduct a public hearing for the second reading and adopt Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTERS 13.02 & 13.04 OF TITLE 13 OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING MODEL CODES INTO THE ALISO VIEJO MUNICIPAL CODE:
(1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH AMENDMENTS (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION; (6) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (7) CALIFORNIA ENERGY CODE, 2025 EDITION; (8) CALIFORNIA REFERENCED STANDARDS CODE, 2025 EDITION; (9) CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; (10) CALIFORNIA RESIDENTIAL CODE, 2025 EDITION, WITH AMENDMENTS; (11) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (12) CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 EDITION, WITH AMENDMENTS; AND (13) CALIFORNIA FIRE CODE, 2025 EDITION, WITH AMENDMENTS; and
2. Find that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15378(a) and 15061(b)(3) as the activity does not qualify as a project and is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment.

[Staff Report](#)

[Attachment 1 - Ordinance](#)

[Attachment 1A - Ordinance Exhibit A - Building Regulations](#)

[Attachment 1B - Ordinance Exhibit B - Fire Regulations](#)

6. **DISCUSSION:**

6.1 CONCEPT PLAN REVIEW FOR AN OUTDOOR DINING AREA FOR WEBB'S GRAINWORKS AT 7 JOURNEY

Recommended Action:

Review and provide initial feedback on concept plans for an outdoor dining area for Webb's Grainworks at 7 Journey.

[Staff Report](#)

[Attachment 1 - Concept Plans](#)

[Attachment 2 - Pre-Application Letter](#)

[Attachment 3 - Observed Parking Count](#)

[Attachment 4 - Presentation](#)

7. **CITY MANAGER' S REPORT:**

8. **ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:**

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is September 3, 2025.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
August 6, 2025, 6:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Ackley called the Special Meeting of the City Council of the City of Aliso Viejo to order at 6:00 p.m.

ROLL CALL:

PRESENT: MAYOR TIFFANY ACKLEY
MAYOR PRO TEM MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT *(via teleconference)*
COUNCILMEMBER MIKE MUNZING
COUNCILMEMBER TIM A. ZANDBERGEN *(via teleconference)*

ABSENT: NONE

STAFF PRESENT: SCOTT SMITH, CITY ATTORNEY

PUBLIC COMMENTS:

None.

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54956.6
Agency Designated Representatives: Mayor and Mayor Pro Tem
Unrepresented Employees: City Manager

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Ackley adjourned the meeting at 7:00 p.m. to the August 20, 2025, Regular Council Meeting.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
AUGUST 6, 2025, 7:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Ackley called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:05 p.m.

ROLL CALL

PRESENT: MAYOR TIFFANY ACKLEY
MAYOR PRO TEM MAX DUNCAN
COUNCILMEMBER RICHARD W. HURT (*via teleconference*)
COUNCILMEMBER MIKE MUNZING
COUNCILMEMBER TIM A. ZANDBERGEN (*via teleconference*)

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
JANET MARTINEZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
JUSTIN BERRY, DEPUTY BUILDING OFFICIAL
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. RYAN BUHR, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: City Clerk Janet Martinez led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated there was no reportable action.

1. SPECIAL PRESENTATIONS:

1.1 RECOGNITION OF MEDAL OF VALOR RECIPIENT OCFA DIVISION CHIEF MIKE SUMMERS

Councilmember Mike Munzing presented the certificate of recognition to OCFA Division Chief Mike Summers. Chief Summers expressed his appreciation.

2. **ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:**

None.

3. **COMMUNITY INPUT:**

1. Natalie Tamsut with the Vantis HOA Board expressed safety concerns about property located at 38 Colonial Way.

4. **CONSENT CALENDAR:**

Unless otherwise indicated below, the following pertains to all items on the Consent Calendar.

Motion: Councilmember Munzing moved and Mayor Pro Tem Duncan seconded to approve the recommended actions. Motion carried 5-0.

4.1 **WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS**

Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been ready by title, and further reading is waived.

4.2 **APPROVAL OF MINUTES**

Recommended Action: Approve the minutes as submitted for the July 16, 2025 Special and Regular Meetings.

4.3 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between July 3, 2025, and July 17, 2025, in the amount of \$578,757.06.

4.4 **DESKTOP COMPUTER REPLACEMENT**

Information Technology Manager Isaac Aziz responded to questions regarding current equipment, prior equipment purchases, purchase proposal, and computer programs used by staff. City Manager Mitzi Ortiz provided additional information.

Recommended Action: Approve and authorize the City Manager to execute a purchase agreement with SHI for the purchase of new desktop computers for an amount not to exceed \$141,680.80.

Motion: Mayor Pro Tem Duncan moved and Councilmember Zandbergen seconded to receive a systems analysis from staff. Motion failed 2-3, with Councilmember Hurt, Councilmember Munzing, and Mayor Ackley dissenting.

Motion: Councilmember Munzing moved and Councilmember Hurt seconded to approve the recommended actions. Motion carried 4-1 with Mayor Pro Tem Duncan dissenting.

4.5 PURCHASE AND REPLACE VIDEO SURVEILLANCE CAMERAS AT THE ALISO VIEJO CENTER AND AQUATIC CENTER

Mayor Pro Tem Duncan expressed appreciation to City Manager Mitzi Ortiz and Information Technology Manager Isaac Aziz for their efforts on this project.

Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement with NIC Partners for the purchase and replacement of new video surveillance cameras at the Aliso Viejo Center and Aquatic Center for an amount not to exceed \$96,000.

Motion: Mayor Pro Tem Duncan moved and Councilmember Munzing seconded to approve the recommended actions. Motion carried 5-0.

4.6 SECOND AMENDMENT TO THE AGREEMENT WITH SIGNARAMA FOR BANNER PROGRAM

Recommended Action:

1. Approve the second amendment to the agreement with Signarama for the banner program for an additional one-year term ending June 30, 2026, and increase the total compensation by \$4,000 for a total amount of \$54,000; and
2. Authorize the City Manager to execute the agreement.

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1 ORDINANCE AMENDING CHAPTERS 13.02 AND 13.04 OF THE ALISO VIEJO MUNICIPAL CODE, ADOPTING BY REFERENCE 2025 BUILDING AND FIRE CODES

City Manager Mitzi Ortiz introduced Deputy Building Official Justin Berry who provided an overview. Staff and OCFA Assistant Fire Marshall Ryan Aloï responded to questions regarding State regulations and home hardening recommendations.

Recommended Action:

1. Hold a public hearing and introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTERS 13.02 & 13.04 OF TITLE 13 OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING MODEL CODES INTO THE ALISO VIEJO MUNICIPAL CODE: (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH AMENDMENTS (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION; (6) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (7) CALIFORNIA ENERGY CODE, 2025 EDITION; (8) CALIFORNIA REFERENCED STANDARDS CODE, 2025 EDITION; (9) CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; (10) CALIFORNIA RESIDENTIAL CODE, 2025 EDITION, WITH AMENDMENTS; (11) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (12) CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 EDITION, WITH AMENDMENTS; AND (13) CALIFORNIA FIRE CODE, 2025 EDITION, WITH AMENDMENTS; and
2. Find the attached Ordinance exempt from the requirements of the California Environmental Quality Act pursuant to Section 15378(a) and 15061(b)(3).

Motion: Mayor Pro Tem Duncan moved and Councilmember Zandbergen seconded to approve the recommended actions. Motion carried 5-0

6.2 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND SELECTION OF GENERAL ASSEMBLY VOTING DELEGATE

Council discussion ensued.

Recommended Action: Designate a voting delegate and up to two alternates for the League of California Cities General Assembly to be held on October 10, 2025 at the Long Beach Convention Center.

Motion: Councilmember Munzing moved and Councilmember Zandbergen seconded to designate Mayor Pro Tem Duncan as a voting delegate and Councilmember Zandbergen as alternate. Motion carried 5-0

6.3 RESOLUTION AMENDING THE CITY EMPLOYEE SALARY SCHEDULE TO INCLUDE A FULL-TIME HUMAN RESOURCES MANAGER POSITION

City Manager Mitzi Ortiz provided an overview. Staff responded to questions regarding responsibilities of the role, consultant cost estimates, feasibility of a part-time position, upcoming projects, BB&K hourly rates for personnel assistance, and consulting. City Attorney Scott Smith provided additional information.

Recommended Action: Adopt Resolution No. 2025-13 amending the City employee salary schedule to include a full-time Human Resources Manager position.

Motion: Councilmember Munzing moved and Mayor Pro Tem Duncan seconded to seconded to approve the recommended action. Motion carried 5-0.

7. CITY MANAGER' S REPORT:

City Manager Mitzi Ortiz announced registration for fall recreation classes and programs; Red Cross Blood Drive on September 10, 2025, from 12:00 p.m. to 6:00 p.m. at Aliso Viejo Ranch; Health and Safety Fair to be held at Aliso Viejo Ranch on September 13, 2025, from 9:00 a.m. to 11:00 a.m.; Aliso Viejo Trails and Creek Cleanup Event to be held on September 20, 2025, from 8:00 a.m. to 11:00 a.m.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Munzing:

- Attended Aliso Viejo Chamber of Commerce After Hours Mixer event
- Attended OC Fair event
- Attended OCFA Human Resources Subcommittee Meeting
- Expressed well wishes for a safe summer season

Councilmember Zandbergen:

- Commented on personal cycling event

Councilmember Hurt:

- Attended OC Mosquito and Vector Control District Board Meeting

Mayor Pro Tem Duncan:

- Expressed appreciation to City staff for their hard work

Mayor Ackley: None

9. ADJOURNMENT: Mayor Ackley adjourned the meeting at 8:20 p.m. to the regularly scheduled City Council meeting of August 20, 2025.

Respectfully submitted:

Approved by:

JANET MARTINEZ
CITY CLERK

TIFFANY ACKLEY
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: August 20, 2025
TO: Mayor and City Council
FROM: Ann Eifert, Director of Financial Services
SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued between July 18, 2025, and July 31, 2025, in the amount of \$1,641,252.71.

Fiscal Impact:

Expenditures in the amount of \$1,641,252.71.

Background:

The City issues accounts payable checks on a bi-weekly basis and presents it to City Council for ratification at its next regularly scheduled City Council meeting.

Discussion:

The attached registers containing checks and electronic funds transfers issued between July 18, 2025, and July 31, 2025, for \$1,641,252.71, are being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report



Accounts Payable

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	AUG'25 LIFE INSURANCE	1,707.01
CALPERS HEALTH	AUG'25 TZ - HEALTH PREMIUM	1,571.50
CALPERS HEALTH	AUG'25 TZ - HEALTH PREMIUM PEMCA MINIMUM	158.00
CALPERS HEALTH	AUG'25 CALPERS HEALTH PREMIUM	28,430.42
BEST BEST & KRIEGER	JUN'25 BBK APPLICANT INITIATED REIMB(AIR)-ARGONAUT	1,699.00
RJM DESIGN GROUP INC	APR'25 LANDSCAPE PLAN REVIEW - 95 ARGONAUT	97.50
RJM DESIGN GROUP INC	JUN'25 ENG2252/LANDSCAPE INSPECTION-COMMONS	558.10
CHARLES ABBOTT ASSOC INC	FEB'25 CAA PUBLIC WORKS - PLAN CHECK 95 ARGONAUT	810.00
CHARLES ABBOTT ASSOC INC	MAY'25 CAA ENVIRONMENTAL SERVICES	290.00
CHARLES ABBOTT ASSOC INC	MAY'25 CAA ENVIRONMENTAL SERVICES	290.00
SWAN POOLS	24-09-110_POOL2024-00012_26 HELMCREST_SWAN POOLS	3,000.00
SEAN KLEIN	24-10-118_POOL2024-00013_32 CAMEO DR_SEAN KLEIN	3,000.00
SWAN POOLS	24-12-139_POOL2024-00016_16 STONEBROOK_SWAN POOLS	3,000.00
CALIFORNIA POOLS	25-01-011_POOL2025-00003_4 TIMBERLAND_CA POOLS	3,000.00
TAYLOR KERNS	REFUND_EXP-2025-00002_28 EDMONTON PL_TAYLOR KERNS	554.32
LUBIN PHAM & CAPLIN LLP	SUBP RFD CLT NBR- 80005/111 BRUNETTI WITNESS FEES	275.00
		48,440.85
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	DL-RH-6.18-CAL CITIES ANNUAL CONFERENCE OCT'25	675.00
A.B. GRAPHICS ARCHITECTURAL SIGNAGE INC.	NAME PLAQUES-COUNCIL (3)	108.02
	CITY COUNCIL TOTAL:	783.02
CITY MANAGER		
CALPERS RETIREMENT	FY 25-26 CALPERS CLASSIC UAL PMT	34,761.56
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	328.20
CALPERS HEALTH	AUG'25 PG - HEALTH PREMIUM	158.00
US BANK PURCHASING CARD PROGRAM	DL 5/29 STAPLES-OFFICE SUPPLIES-ENVELOPES	32.31
	CITY MANAGER TOTAL:	35,280.07
HUMAN RESOURCES		
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	389.31
US BANK PURCHASING CARD PROGRAM	DL 6/18 DOMINOS-PW BIOHAZARD TRAINING	22.44
GOVERNMENTJOBS.COM INC	FY25-26 NEOGOV SERVICES - GJ.COM/CAND TM/INSIGHT	7,308.58
	HUMAN RESOURCES TOTAL:	7,720.33
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0000620133 - 6/5 ORD NO.2025-240 FIRE MAP ADPTN	280.48
CALPERS RETIREMENT	FY 25-26 CALPERS CLASSIC UAL PMT	9,883.68
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	877.63
JANET MARTINEZ	JM 5/18-21 IIMC CONF STL.MO REIMB_MILEAGE	93.93
	CITY CLERK TOTAL:	11,135.72
CITY ATTORNEY		
BEST BEST & KRIEGER	JUN'25 BBK LABOR & EMPLOYMENT (SPECIALIZED)	1,657.50
BEST BEST & KRIEGER	JUN'25 BBK NPDES NEW PERMIT (NON-RETAINER)	518.40
BEST BEST & KRIEGER	JUN'25 BBK NPDES NEW PERMIT (NON-RETAINER)	1,100.00
BEST BEST & KRIEGER	JUN'25 BBK GENERAL RETAINER LEGAL SERVICES	24,150.00
	CITY ATTORNEY TOTAL:	27,425.90
FINANCE		
CALPERS RETIREMENT	FY 25-26 CALPERS CLASSIC UAL PMT	37,738.89
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	679.82
CALPERS HEALTH	AUG'25 CALPERS ADMIN FEE	26.18
	FINANCE TOTAL:	38,444.89
INFORMATION TECHNOLOGY		
AT&T	5/22/25-6/21/25 CH AT&T CALNET ALARM/POTS LINE	200.29
CALPERS RETIREMENT	FY 25-26 CALPERS CLASSIC UAL PMT	21,975.26
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	741.12
GOTO TECHNOLOGIES USA, INC	6/18/25-6/17/26 GOTOWEBINAR STANDARD	1,068.00

Vendor Name	Description (Item)	Amount
NEXUS IS INC	JUL'25 NETWORK SUPPORT & SECURITY	416.67
AT&T	JUL'25 CH AT&T FIBER INTERNET SERVICE	1,704.89
AT&T	JUN'25 CH AT&T FIBER INTERNET SERVICE+5/01 6/01 LC	1,713.06
JOSE RUEL FABELLA DIRA	JUN'25 ENERGOV & GIS	2,200.00
GOTO COMMUNICATIONS	JUL'25 CH GOTO VOIP SERVICE & SUPPORT	1,995.44
INFORMATION TECHNOLOGY TOTAL:		32,014.73
NON-DEPARTMENTAL		
RICOH USA	JUL'25 C5300S COPY ROOM LEASE (2624) - PRINCIPAL	626.18
RICOH USA	JUL'25 C5300S COPY ROOM LEASE (2624) - INTEREST	68.02
RICOH USA	AUG'25 C5300S COPY ROOM LEASE (2624) - PRINCIPAL	627.55
RICOH USA	AUG'25 C5300S COPY ROOM LEASE (2624) - INTEREST	66.65
OC COUNCIL OF GOVERNMENTS	FY25-26 OCCOG ANNUAL DUES & DEMOGR RESEARCH FEE	8,533.34
CIVICPLUS LLC	8/31/25-8/30/26 CIVICPLUS WEBSITE MAINT & HOSTING	6,324.02
CIVICPLUS LLC	8/31/25-8/30/26 CIVICPLUS AUDIOEYE MANAGED	3,990.00
ASSOCIATION OF CALIFORNIA CITIES	FY25-26 ACC-OC ANNUAL MEMBERSHIP DUES	10,695.92
CINTAS CORPORATION NO. 2	JUN'25 CH & STE 200 FIRST AID MAINT & SUPPLIES	191.13
PILAR INVESTMENTS, LLC	7/17/25-7/16/26 STORAGE UNIT RENT #535	5,710.00
STAPLES ADVANTAGE	MAY'25 - COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL	165.20
SCAG (SOUTHERN CALIFORNIA ASSOCIATION OF GOVERN...	FY25-26 SCAG MEMBERSHIP DUES	7,285.00
NON-DEPARTMENTAL TOTAL:		44,283.01
C. S. ADMINISTRATION		
CALPERS HEALTH	AUG'25 DP - HEALTH PREMIUM	158.00
CALPERS HEALTH	AUG'25 HW - HEALTH PREMIUM	158.00
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-SWIFFER WETJET W/ FEBREZE REFILL	11.82
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-DISPOSABLE MOP PAD REFILLS SWIFFER	30.80
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-YOFOBU FIBER OPTIC WANDS (1)	35.21
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-KARSSPOR LANYARD STRING FOR CRAFTS	35.55
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-LOCKPORT BLACK GAFFTERS TAPE	35.92
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-WETTARN PUMPKIN BEACH BALLS	81.86
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-SEBETOW 10 ROLLS PAINTERS TAPE	38.78
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-YUNSAILING 32 ROLLS LANYARD STRING	43.09
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-CRAYOLA ULTRA CLEAN WASHABLE MARKERS	82.66
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-CRAYOLA BULK CRAYON CLASSPACK	110.72
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-CRAYOLA BROAD LINE MARKERS	142.20
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-YOFOBU FIBER OPTIC WANDS (8)	281.68
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-CUPAPLAY RUBBER BRACELETS	38.76
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-336 PACK COLORED PENCILS	30.16
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-NOVEDADES BALLOON POLISHER	24.23
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-MARKERSLAND PONY BEADS KIT	24.77
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-SWIFFER WETJET W/ GAIN SCENT	12.74
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-MINI BUBBLE WANDS	12.70
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-MELIUS SCRYLIC SQUARE BEADS	12.49
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-MAGIC SPONGE ERASER	17.23
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-ELMERS LIQUID SCHOOL GLUE	10.82
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-PARTYWOO DUSTY PINK BALLOONS	10.76
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-DISCO BALL BALLOONS	10.76
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-PARTYWOO NAVY BALLOONS	10.76
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-PARTYWOO LIGHT PINK BALLOONS	10.75
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-DEALKITS HALLOWEEN CREEPY CLOTH	9.69
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-AHQZFX DISCO BACKDROPS	8.61
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-100 PCS 260 CLEAR BALLOONS	7.10
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-EMPERORS NEW GROOVE RETURN	(17.76)
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-600 NEON GREEN WRISTBANDS	20.46
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-ELMERS CLEAR LIQUID SCHOOL SLIME	20.93
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-ELMERS ALL PURPOSE GLUE STICKS	23.30
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-US WEIGHT 40 POUND CANOPY WEIGHTS	298.00
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-JOICEE 24 PCS SKELETON TOYS	25.83
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-EZUP ROLLER BAG	426.60
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-ABCCANOPY OUTDOOR PATIO CANOPY TENT	959.47
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-DISNEY NIGHTMARE B4 CHRISTMAS TATTOO	17.22
LEARNING RESOURCES NETWORK INC	FY25-26 REC DEPT - LERN MEMBERSHIP RENEWAL	445.00
TRAUMA INTERVENTION PROGRAMS, INC	FY25-26 CAG-TIP	6,391.00
US BANK PURCHASING CARD PROGRAM	EM RCS 6/25 THE BAGEL SHACK - STAFF MTG FY24-25	31.20
C. S. ADMINISTRATION TOTAL:		10,139.87

Vendor Name	Description (Item)	Amount
IGLESIA PARK		
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	JUN'25 SECURITY OUTLET REPAIR - IGLESIA PARK	161.98
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	JUN'25 TENNIS CT TIMER & ELECT REPAIR-IGLESIA PARK	307.26
EL TORO WATER DISTRICT	6/09/25-7/09/25 MTR#4114 IGLESIA PARK WATER	738.88
EL TORO WATER DISTRICT	6/09/25-7/09/25 MTR#3499 IGLESIA PARK WATER	796.96
	IGLESIA PARK TOTAL:	2,005.08
IGLESIA BUILDING		
BRADY INDUSTRIES OF CALIFORNIA LLC	JUN'25 IGLESIA JANITORIAL SUPPLES	1,798.17
EL TORO WATER DISTRICT	6/09/25-7/09/25 MTR#5016 IGLESIA PARK BLDG WATER	278.84
	IGLESIA BUILDING TOTAL:	2,077.01
PLANNING		
CALPERS RETIREMENT	FY 25-26 CALPERS CLASSIC UAL PMT	29,208.27
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	758.45
CALPERS HEALTH	AUG'25 MF - HEALTH PREMIUM	158.00
	PLANNING TOTAL:	30,124.72
BUILDING		
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	592.62
MCCI, LLC	MAY'25 BLDG DIVISION SCANNING	14,125.00
MCCI, LLC	JUN'25 BLDG DIVISION SCANNING	9,738.72
STAPLES ADVANTAGE	MAY'25 PLNG OFFICE SUPPLIES	80.22
	BUILDING TOTAL:	24,536.56
ENGINEERING (GENERAL)		
CALPERS RETIREMENT	FY 25-26 CALPERS CLASSIC UAL PMT	16,658.34
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	1,554.02
MURPHY SWITCH OF CA	JUL'25 MURCAL IOT SMARTCOMMAND MONITORING SERVICE	450.00
TOWNSEND PUBLIC AFFAIRS INC	STBG GRANT APPLICATION SERVICES	30,000.00
QUANG LE	QL 6/30/25 ITE CONFERENCE - PARKING REIMB	15.00
QUANG LE	QL 7/01/25 ITE CONFERENCE - PARKING REIMB	15.00
QUANG LE	QL 7/02/25 ITE CONFERENCE - PARKING REIMB	15.00
QUANG LE	QL 6/30-7/02/25 ITE CONFERENCE - MILEAGE REIMB	83.16
	ENGINEERING (GENERAL) TOTAL:	48,790.52
STREET MAINTENANCE		
PV MAINTENANCE INC	MAY'25 PVM STREET MAINTENANCE MOE TAX	9,933.30
PV MAINTENANCE INC	JUN'25 PVM STREET MAINTENANCE MOE TAX	9,081.34
PV MAINTENANCE INC	JUN'25 ANHS GRADUATION - PVM SUPPORT	8,776.50
PV MAINTENANCE INC	JUN'25 PVM STREET MAINTENANCE-CEDARBROOK GRAFITTI	249.09
	STREET MAINTENANCE TOTAL:	28,040.23
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	JUL'25 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	944,992.18
	LAW ENFORCEMENT-CONTRACT TOTAL:	944,992.18
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	5/25/25-6/07/25 365.87 HRS-CROSSING GUARD SERVICES	12,263.96
STAPLES ADVANTAGE	FY24-25 POLICE SERVICES SUPPLIES	64.45
STAPLES ADVANTAGE	JUN'25 POLICE SERVICES/EOC EVENT SUPPLIES	147.19
COUNTY OF ORANGE	JUL'24 TECH CHARGES/RADIO REPAIR	647.45
COUNTY OF ORANGE	NOV'24 TECH CHARGES/RADIO REPAIR	58.00
	LAW ENFORCEMENT-OTHER TOTAL:	13,181.05
EOC		
STAPLES ADVANTAGE	JUN'25 POLICE SERVICES/EOC OFFICE SUPPLIES	474.93
STAPLES ADVANTAGE	FY24-25 EOC SUPPLIES	319.72
STAPLES ADVANTAGE	JUN'25 POLICE SERVICES/EOC OFFICE SUPPLIES	46.53
US BANK PURCHASING CARD PROGRAM	DL 6/14 EXTRA SPACE - OFFSITE STORAGE #A1554	336.00
	EOC TOTAL:	1,177.18
	GENERAL FUND TOTAL:	1,350,592.92

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

PV MAINTENANCE INC	JUN'25 PVM CH MAINTENANCE	675.50
BRADY INDUSTRIES OF CALIFORNIA LLC	JUN'25 CH JANITORIAL SUPPLES	1,876.88
BRADY INDUSTRIES OF CALIFORNIA LLC	JUN'25 CH JANITORIAL SUPPLIES	63.66
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	DEC'24 PLUMBING REPAIR - CH YEAR END CLOSURE	849.00

Vendor Name	Description (Item)	Amount
PACIFIC PARK II ASSOCIATION	JUL-AUG'25 CH ASO ASSOCIATION DUES	1,222.00
	NON-DEPARTMENTAL TOTAL:	4,687.04
	GEN. FD-CITY HALL TOTAL:	4,687.04

103 - GF-AV RECREATION SERVICES

RAQUEL SCARDINA	JUL'25 REC1 REFUND -RAQUEL SCARDINA-TRANSFERS	525.00
		525.00

RECREATION SERVICES

AT&T	5/22/25-6/21/25 AVR AT&T CALNET ALARM/POTS LINE	67.00
CALPERS RETIREMENT	FY 25-26 CALPERS PEPRA UAL PMT	2,122.83
BRADY INDUSTRIES OF CALIFORNIA LLC	JUN'25 AVR JANITORIAL SUPPLIES	2,682.97
GARDAWORLD	JUL'25 AVR - CASH COURIER SERVICE	450.61
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-WAKA OFFICIAL KICKBALL	28.86
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-PILOT G2 PENS BLACK	15.03
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-WESCOTT SCISSORS 4 PACK	11.86
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-JBL PARTY BOX	323.20
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-LYSOL WIPES	32.26
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-OXO PAPER TOWEL HOLDER RETURN	(26.60)
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-CLOROXPRO DISINFECTING WIPES RETURN	(52.65)
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-JBL WIRELESS TWO MICS	107.70
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-INstant COLD PACKS	71.07
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-PILOT G2 PENS BLUE	12.88
AMAZON CAPITAL SERVICES INC	JUN'25 AMAZON-BIC BALLPOINT PENS	5.70
AT&T	JUL'25 AVR AT&T INTERNET SERVICE	1,018.44
CIVICPLUS LLC	FY25-26 CIVICPLUS ANNUAL RENEWAL-RECREATION	7,087.50
AT&T	JUN'25 AVR AT&T INTERNET SERVICE+5/01 6/01 LC	1,026.61
CINTAS CORPORATION NO. 2	JUL'25 AVR FIRST AID SUPPLIES	276.42
RUIHONG LI	SUMMERCLASS2025-SCL048/SCL900 YOGA-5 PARTICIPANTS	225.00
WADORYU USA INC	SUMMERCLASS2025-SCL108 KARATE-1 PARTICIPANT	63.00
ANGIE DOROTHY ABAD	SUMMERCLASS2025-SCL077 HULA-7 PARTICIPANTS	302.40
TUMBLE-N-KIDS, INC	SUMMERCLASS2025-SCL009/SCL007 GYMNASTICS-7 PARTICI	277.20
JOY E. TORRES	SUMMERCLASS25-SCL029 YOGA- 3 PARTICIPANTS	144.00
KIMBERLY DOWNEY ESMOND	SUMMERCAMP2025-SOC001 DANCE-10 PARTICIPANTS	984.00
BEELER AQUATICS, INC	SUMMERCAMP2025-BCL003/LMS003 BEACH CAMP-4 PARTICI	1,129.10
PREMIER AQUATIC SERVICES	SUMMERCAMP2025-PAK004/PAM004 SPLASH CAMP-15 PAR	2,964.75
LAURELINDA HAUSSON	SMCMP25-PAE066/049/072/029/024/084/076/032/035/053	11,659.20
JENNIFER ANDRUS-NELSON	SUMMERCAMP2025-ETF001 ETIQUETTE-12 PARTICIPANTS	1,083.60
CAPISTRANO UNIFIED SCHOOL DISTRICT	JUN'25 CUSD TRANSPORTATION - SUMMER CAMP	2,737.50
JOHN DAVID ALLEN JR	SUMMERCAMP2025-JAT003 TENNIS-20 PARTICIPANTS	1,806.00
SKYHAWKS SPORTS ACADEMY, LLC	SUMMERCAMP2025-SKY013 GOLF CAMP-6 PARTICIPANTS	698.40
LAURELINDA HAUSSON	SUMCAMP25-PAE017/018/043/069/041/081/045-51 PARTIC	8,470.80
CULINARY COOKINGS KIDS LLC	SUMMERCAMP2025-CKC001/CKC002 CULINARY KIDS-54 PART	8,436.00
JENNIFER BALES	SUMMERCAMP2025-TTS006 SINGERS CAMP-0 PARTICIPANTS	54.00
BREAKTHROUGH SPORTS LLC	SUMMERCAMP2025-BTS004/BTS005 BASKETBALL-11 PARTICI	2,054.40
425 VENTURES, LLC	SUMMERCAMP2025-SSS002 SOCCER-5 PARTICIPANTS	876.00
EPC PLAYTIME	SUMMERCAMP2025-EPC002 SPORTS CAMP-7 PARTICIPANTS	940.80
M B B & D LLC	SUMMERCAMP2025-CNJ007/CNJ009 MINECRAFT-10 PARTIC	3,049.68
PREMIER AQUATIC SERVICES	SUMMERCAMP2025-LPU/PAK005/PAM005 SPLASH CAMP-22 PA	4,986.00
JOHN DAVID ALLEN JR	SUMMERCAMP2025-JAT004 TENNIS-20 PARTICIPANTS	1,764.00
PREMIER AQUATIC SERVICES	SUMMERCAMP25-LPU/PAK006/PAM006 SPLASH CAMP-11 PART	2,500.00
KIMBERLY DOWNEY ESMOND	SUMMERCAMP25-SOC005 FROZEN IN SUMMER-8 PARTICIPANT	955.20
LAURELINDA HAUSSON	CMP25-067/050/073/019/030/025/063/082/057/054-76PA	15,090.00
SKYHAWKS SPORTS ACADEMY, LLC	SUMMERCAMP2025-SKY007 MULTISPORT-6 PARTICIPANTS	686.40
JENNIFER BALES	SUMMERCAMP25-TTS008 CAMP BROADWAY-5 PARTICIPANTS	600.00
CORAL BAY HOME LOANS	SUMMERCAMP2025-SKT001 SKATEBOARDING-14 PARTICIPANT	2,296.20
BREAKTHROUGH SPORTS LLC	SUMMERCAMP2025-BTS006/007/010 SPORTS-25 PARTICI	4,068.00
CULINARY COOKINGS KIDS LLC	SUMMERCAMP2025-CKC003/004 CULINARY KIDS-53 PARTICI	8,280.00
BEELER AQUATICS, INC	SUMMERCAMP2025-BCL005 BEACH CAMP-5 PARTICIPANTS	1,858.50
C.E. PICKUP COMPANY INC	8/26/24 ANNUAL PARTITION PANEL MAINTENANCE - AVR	3,320.00
US BANK PURCHASING CARD PROGRAM	EM RCS 6/27 LITEMIRROR PORTABLE - AVR FY24-25	2,777.93
US BANK PURCHASING CARD PROGRAM	EM RCS 6/24 PORTABLE BAR - AVR FY24-25	3,091.72
GOTO COMMUNICATIONS	JUL'25 AVR GOTO VOIP SERVICE & SUPPORT	662.00

Vendor Name	Description (Item)	Amount
AARON FLORA	JUN '25 RENEWABLE FARMS	23,697.02
	RECREATION SERVICES TOTAL:	139,850.49
	GF-AV RECREATION SERVICES TOTAL:	140,375.49

203 - GAS TAX

TRAFFIC ENGINEERING		
CENTRALSQUARE TECHNOLOGIES	FY25-26 ASSET MGMT LUCITY SUBSCRIPTION	1,322.32
CENTRALSQUARE TECHNOLOGIES	FY25-26 ASSET MGMT LUCITY SUBSCRIPTION PRINCIPAL	17,780.07
CENTRALSQUARE TECHNOLOGIES	FY25-26 ASSET MGMT LUCITY SUBSCRIPTION INTEREST	785.24
	TRAFFIC ENGINEERING TOTAL:	19,887.63
STREET MAINTENANCE		
PV MAINTENANCE INC	MAY'25 PVM STREET MAINTENANCE GAS TAX	12,140.70
PV MAINTENANCE INC	JUN'25 PVM STREET MAINTENANCE GAS TAX	11,099.41
BEAR ELECTRICAL SOLUTIONS INC	JUN'25 TRAFFIC SIGNAL MAINTENANCE RESPONSE	7,078.10
BEAR ELECTRICAL SOLUTIONS INC	JUN'25 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,225.90
EL TORO WATER DISTRICT	6/09/25-7/09/25 MTR#5675 CALLE CORTEZ MEDIAN WATER	221.18
SCA OF CA LLC	JUL'25 STREET SWEEPING SERVICES	11,297.00
SAN DIEGO GAS & ELECTRIC	JUN'25 ST LIGHTS & TRAFFIC CONTROLLERS	2,888.03
	STREET MAINTENANCE TOTAL:	47,950.32
	GAS TAX TOTAL:	67,837.95

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	JUL'25 E CITATION/MDC EQUIPMENT	6,918.26
	LAW ENFORCEMENT-OTHER TOTAL:	6,918.26
	PUBLIC SAFETY GRANTS TOTAL:	6,918.26

231 - OTHER GRANTS

OTHER GRANTS		
COUNTY OF ORANGE	JUL'25 BEHAVIORAL HEALTH BUREAU - PLHA GRANT	2,692.92
VANTIS MAINTENANCE CORPORATION	AUG'25-JUN'26 38 COLONIAL WAY HOA FEES	4,816.02
GLENWOOD MAINTENANCE CORPORATION	AUG'25-JUN'26 89 PLAYA CIR HOA FEES	1,738.00
GLENWOOD MAINTENANCE CORPORATION	AUG'25-JUN'26 35 PLAYA CIR HOA FEES	1,738.00
HARBOR STATION MAINTENANCE	AUG'25-JUN'26 35 PLAYA CIR HOA FEE	2,016.50
HARBOR STATION MAINTENANCE	JUL'25-JUN'26 89 PLAYA CIR HOA FEES	2,061.00
	OTHER GRANTS TOTAL:	15,062.44
	OTHER GRANTS TOTAL:	15,062.44

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT		
AGE WELL SENIOR SERVICES INC	FY24-25 CDBG MEALS ON WHEELS	1,835.00
FAIR HOUSING FOUNDATION	APR-JUN'25 CDBG FAIR HOUSING SERVICES	943.40
SOUTH COUNTY OUTREACH	APR-JUN'25 CDBG HUNGER & HOMELESS PREVENTION	6,731.01
	GEN-FEDERAL GRANT TOTAL:	9,509.41
	FEDERAL GRANTS TOTAL:	9,509.41

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER		
AQUATIC TECHNOLOGIES, INC	JUN'25 POOL MAINTENANCE	2,200.00
AQUATIC TECHNOLOGIES, INC	JUN'25 POOL MAINTENANCE	493.00
PV MAINTENANCE INC	DEC'24 PVM AQC MAINTENANCE	704.89
PV MAINTENANCE INC	FEB'25 PVM AQC MAINTENANCE	862.43
HASA INC	JUN'25 AQC POOL CHEMICALS - CHLORINE & BI-CARB	595.01
GARDAWORLD	JUL'25 AQC - CASH COURIER SERVICE	587.07
FACILITRON, INC.	6/09/25-6/30/25 POOL FACILITY	1,165.20
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/5 INDEED - AD MARKETING	145.52
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/12 INDEED - AD MARKETING	133.81
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/29 META - AD MARKETING	10.50
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/09 INDEED - AD MARKETING	76.08
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/29 META - AD MARKETING	19.20
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/30 META - AD MARKETING	14.91
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/30 META - AD MARKETING	12.51

Vendor Name	Description (Item)	Amount
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/30 INDEED - AD MARKETING	7.26
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/30 GOOGLE - AD MARKETING	130.91
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/18 META - AD MARKETING	199.22
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/21 INDEED - AD MARKETING	183.76
PREMIER AQUATIC SERVICES	JUN'25 REIMB AQC 6/18 META - AD MARKETING	200.82
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/07 INDEED - AD MARKETING	18.94
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/23 INDEED - AD MARKETING	52.14
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/31 GOOGLE - AD MARKETING	107.01
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/02 INDEED - AD MARKETING	96.45
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/30 INDEED - AD MARKETING	82.82
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/11 INDEED - AD MARKETING	38.65
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/13 INDEED - AD MARKETING	62.62
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/17 INDEED - AD MARKETING	38.46
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/31 INDEED - AD MARKETING	5.17
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/05 INDEED - AD MARKETING	52.87
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/19 INDEED - AD MARKETING	34.89
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/10 COSTCO- CONCESSIONS	159.06
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/01 JACKRABBIT-SERVICE PLATFORM	315.00
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/12 LESLIE'S-POOL CHEMICALS	46.30
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/30 AMAZON-POOL MAINTENANCE TEST	16.70
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/30 AMAZON-POOL MAINTENANCE TEST	29.36
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/30 AMAZON-BATTERIES	20.08
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/30 AMAZON-MERCHANDISE DISPLAY	130.02
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/30 AMAZON-EZ UPS	387.88
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/30 AMAZON-WALKIE TALKIES	208.84
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC5/30 AMAZON-WALKIE TALKIE WARRANTY	21.98
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/29 META -ADVERTISING	14.67
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQ 5/30 META -ADVERTISING	101.60
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQ 5/30 META -ADVERTISING	98.92
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQC 5/29 META -ADVERTISING	14.02
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQ 5/17 META -ADVERTISING	194.28
PREMIER AQUATIC SERVICES	MAY'25 REIMB AQ 5/17 META -ADVERTISING	195.53
GEN-AQUATIC CENTER TOTAL:		10,286.36
CITY FAC.-AQUATIC CENTER TOTAL:		10,286.36

311 - STREET IMPROVEMENTS

SAVI CONSTRUCTION INC	FY24-25 ADA CURB RAMP PROJECT-JUNE 2025 RETENTION	(1,200.00)
		-1,200.00
STREETS & HIGHWAYS		
SAVI CONSTRUCTION INC	FY24-25 ADA CURB RAMP PROJECT - JUNE 2025	24,000.00
CIVIL SOURCE, AN NV5 COMPANY	JUN'25 ALISO CREEK REHAB INSPECTION	998.40
CIVIL SOURCE, AN NV5 COMPANY	JUN'25 FY24-25 ADA CURB RAMP INSPECTION	12,184.44
STREETS & HIGHWAYS TOTAL:		37,182.84
STREET IMPROVEMENTS TOTAL:		35,982.84

GRAND TOTAL: 1,641,252.71

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,350,592.92	1,350,592.92
102 - GEN. FD-CITY HALL	4,687.04	4,687.04
103 - GF-AV RECREATION SERVICES	140,375.49	140,375.49
203 - GAS TAX	67,837.95	67,837.95
215 - PUBLIC SAFETY GRANTS	6,918.26	6,918.26
231 - OTHER GRANTS	15,062.44	15,062.44
251 - FEDERAL GRANTS	9,509.41	9,509.41
261 - CITY FAC.-AQUATIC CENTER	10,286.36	10,286.36
311 - STREET IMPROVEMENTS	35,982.84	35,982.84
Grand Total:	1,641,252.71	1,641,252.71

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,350,592.92
102 - GEN. FD-CITY HALL	4,687.04
103 - GF-AV RECREATION SERVICES	140,375.49
203 - GAS TAX	67,837.95
215 - PUBLIC SAFETY GRANTS	6,918.26
231 - OTHER GRANTS	15,062.44
251 - FEDERAL GRANTS	9,509.41
261 - CITY FAC.-AQUATIC CENTER	10,286.36
311 - STREET IMPROVEMENTS	35,982.84
Grand Total:	1,641,252.71

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	1,571.50
101-2506-000	MEDICAL INSURANCE P...	28,588.42
101-2507-000	LIFE INSURANCE PAYABLE	1,707.01
101-2601-000	REFUNDABLE DEPOSIT	12,000.00
101-2602-000	PLANNING DEPOSIT	3,186.50
101-2603-000	ENGINEERING DEPOSIT	558.10
101-32062	EXCEPTION PERMIT	554.32
101-37530	MISCELLANEOUS REVEN...	275.00
101-4-1101-4520-000	MTGS/CONF./TRNG & D...	675.00
101-4-1101-4601-000	SUPPLIES	108.02
101-4-1501-4201-000	RETIREMENT	35,089.76
101-4-1501-4206-000	MEDICAL INSURANCE	158.00
101-4-1501-4601-000	SUPPLIES	32.31
101-4-1503-4201-000	RETIREMENT	389.31
101-4-1503-4309-000	OTHER CONTRACTUAL S...	7,308.58
101-4-1503-4520-000	MTGS/CONF./TRNG & D...	22.44
101-4-1601-4201-000	RETIREMENT	10,761.31
101-4-1601-4303-000	LEGAL NOTICES	280.48
101-4-1601-4520-000	MTGS/CONF./TRNG & D...	93.93
101-4-2101-4304-000	LEGAL SERVICES	24,150.00
101-4-2101-4532-000	SPECIAL PROJECTS	1,657.50
101-4-2101-4701-000	NPDES	1,618.40
101-4-2501-4201-000	RETIREMENT	38,418.71
101-4-2501-4309-000	OTHER CONTRACTUAL S...	26.18
101-4-3101-4201-000	RETIREMENT	22,716.38
101-4-3101-4301-000	PROFESSIONAL SERVICES	2,616.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	5,613.68
101-4-3101-4481-000	COMPUTER EXPENSE	1,068.00
101-4-3501-4306-000	WEBSITE SERVICES	10,314.02
101-4-3501-4422-000	EQUIP RENTAL LEASE - P...	1,253.73
101-4-3501-4471-000	RENT	5,710.00
101-4-3501-4521-000	MEMBERSHIP & DUES	26,514.26
101-4-3501-4542-000	INTEREST EXPENSE - LEA...	134.67
101-4-3501-4601-000	SUPPLIES	356.33
101-4-4101-4206-000	MEDICAL INSURANCE	316.00
101-4-4101-4520-000	MTGS/CONF./TRNG & D...	31.20
101-4-4101-4521-000	MEMBERSHIP & DUES	445.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	2,956.67
101-4-4101-4530-000	COMMUNITY GRANTS	6,391.00
101-4-4102-4411-000	UTILITIES	1,535.84
101-4-4102-4431-000	BUILDING & GROUND M...	469.24
101-4-4103-4411-000	UTILITIES	278.84
101-4-4103-4431-000	BUILDING & GROUND M...	1,798.17
101-4-4401-4201-000	RETIREMENT	29,966.72

Account Summary

Account Number	Account Name	Payment Amount
101-4-4401-4206-000	MEDICAL INSURANCE	158.00
101-4-4402-4201-000	RETIREMENT	592.62
101-4-4402-4513-000	PRINTING	23,863.72
101-4-4402-4601-000	SUPPLIES	80.22
101-4-4501-4201-000	RETIREMENT	18,212.36
101-4-4501-4520-000	MTGS/CONF/TRNG & D...	128.16
101-4-4501-4701-000	NPDES	450.00
101-4-4501-4741-000	C.S-CITY ENGINEERING	30,000.00
101-4-4503-4771-000	C.S-STREET MAINTENAN...	28,040.23
101-4-5101-4308-000	LAW ENFORCEMENT	944,992.18
101-4-5102-4462-000	EQUIP MAINT-800MHZ ...	705.45
101-4-5102-4535-000	SPECIAL EVENTS	147.19
101-4-5102-4612-000	OPERATING SUPPLIES	64.45
101-4-5102-4721-000	C.S-CROSSING GUARDS	12,263.96
101-4-5401-4471-000	RENT	336.00
101-4-5401-4601-000	SUPPLIES	366.25
101-4-5401-4612-000	OPERATING SUPPLIES	474.93
102-4-3501-4431-000	BUILDING & GROUND M...	4,687.04
103-34161	CONTRACT CLASSES	525.00
103-4-4105-4201-000	RETIREMENT	2,122.83
103-4-4105-4305-000	TECHNOLOGY SERVICES	9,861.55
103-4-4105-4309-000	OTHER CONTRACTUAL S...	88,302.63
103-4-4105-4431-000	BUILDING & GROUND M...	6,002.97
103-4-4105-4451-000	FARM OPERATING EXPE...	23,697.02
103-4-4105-4561-000	TAXES/FEES/PERMITS	450.61
103-4-4105-4570-000	CITY CAMP EXPENSE	2,766.36
103-4-4105-4601-000	SUPPLIES	3,554.80
103-4-4105-4620-000	MINOR EQUIPMENT	3,091.72
203-4-4502-4301-000	PROFESSIONAL SERVICES	1,322.32
203-4-4502-4541-000	SUBSCRIPTION FINANCI...	17,780.07
203-4-4502-4542-000	SUBSCRIPTION FINANCI...	785.24
203-4-4503-4411-000	UTILITIES	3,109.21
203-4-4503-4771-000	C.S-STREET MAINTENAN...	33,544.11
203-4-4503-4772-000	C.S-STREET SWEEPING	11,297.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	6,918.26
231-4-6131-4309-000	OTHER CONTRACTUAL S...	15,062.44
251-4-6151-4309-000	OTHER CONTRACTUAL S...	9,509.41
261-4-6161-7301-000	COST OF F&B	159.06
261-4-6161-7321-000	ANHS POOL RENTAL	1,165.20
261-4-6161-7401-000	EQUIPMENT MAINTENA...	2,693.00
261-4-6161-7402-000	COMPUTER EXPENSE	315.00
261-4-6161-7421-000	BUILDING & GROUND M...	1,567.32
261-4-6161-7425-000	POOL MAINTENANCE	687.37
261-4-6161-7431-000	SUPPLIES	150.10
261-4-6161-7432-000	MINOR EQUIPMENT	618.70
261-4-6161-7441-000	MARKETING	2,343.54
261-4-6161-7445-000	FEES & PERMITS	587.07
311-2103-000	RETENTIONS PAYABLE	-1,200.00
311-4-8301-5601-000	CONSTRUCTION MANA...	13,182.84
311-4-8301-5701-000	CONSTRUCTION	24,000.00
Grand Total:		1,641,252.71

Project Account Summary

Project Account Key	Payment Amount
None	1,493,518.84
1002SUMMERCAMP	87,291.03
1002SUMMERCLASS	1,011.60
10044309	15,062.44

Project Account Summary

Project Account Key	Payment Amount
1045601	12,184.44
1045701	24,000.00
1345601	998.40
9294520	675.00
9974570	2,766.36
ENG 2252	558.10
SDP-2024-00001	2,896.50
SDP-2024-00002	290.00
Grand Total:	<u>1,641,252.71</u>

City of Aliso Viejo

AGENDA ITEM



DATE: August 20, 2025

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services/City Treasurer

SUBJECT: TREASURER'S STATEMENT – JUNE 2025

Recommended Action:

Receive and file the June 2025 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

Per City policy, the Finance Department presents the monthly Treasurer's Statement for the City Council's review. This statement shows the cash balance for all City funds, a breakdown of bank account balances, investment account balances and the effective yield earned from investments.

Discussion:

The City's portfolio consists of investments in Certificates of Deposits, US Treasuries, US Federal Agencies, Corporate Bonds, and Local Agency Investment Fund (LAIF). All funds invested with LAIF are available for withdrawal within 24 hours.

The Treasurer's Statement provides information regarding the City's investment portfolio and activity during the reporting month. The City's investment portfolio is in compliance with all government codes as well as the City's investment policy. Interest is credited to the City's bank account monthly and allocated among the City's funds. The current portfolio provides sufficient cash flow liquidity to meet the upcoming operating expenses and spending requirements for the next 6 months.

Attachment:

1. June 2025 Treasurer's Statement

**CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT**

June 30, 2025

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
CASH BALANCE (ALL FUNDS)	\$ 12,938,960.13	\$ 2,853,358.75	\$ 2,588,064.85	\$ 13,204,254.03
CITY TRUST FUNDS:				
AV RANCH FOUNDATION	\$ 100.00			100.00
CFD 2005-01	\$ (10,109.04)		1,606.00	(11,715.04)
COMMUNITY TRUST	\$ 6,562.68	8,500.00		15,062.68
CASH BALANCE TOTALS	\$ 12,935,513.77	\$ 2,861,858.75	\$ 2,589,670.85	\$ 13,207,701.67

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 1,411,514.21	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 9,769,140.47	
	MONEY MARKET/SWEEP ACCOUNT	\$ 2,027,046.99	
	TOTAL CASH		\$ 13,207,701.67
Years to Maturity for June 2025		1.58	
Weighted Average Yield for June 2025		3.980%	

All investments are placed in accordance with the City of Aliso Viejo's Investment Policy.

The above summary provides sufficient cash flow liquidity to meet the next six month's estimated expenditures.

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.		\$ 44,541,383.46
Cash With Fiscal Agent	COPS/CFD 2005-01	2,831,602.04
Cash With Investment Advisor	City Investments	39,396,363.89
AV Center		1,934,396.23
PR Account		377,096.69
Petty Cash		1,924.61
GRAND TOTAL OF CITY FUNDS		\$ 57,749,085.13

Portfolio Summary

3.98

Weighted Average Yield to Maturity

1.58

Weighted Average Maturity (Years)

1.47

Portfolio Effective Duration (Years)

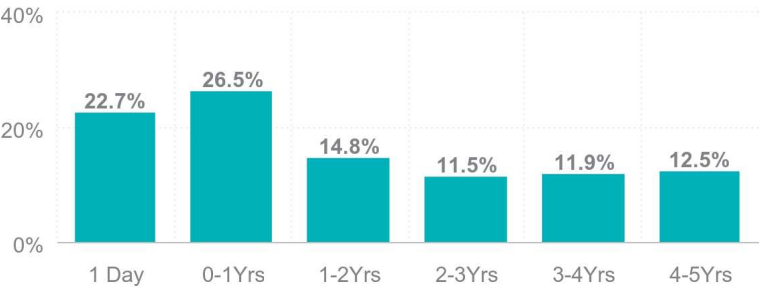
1.58

Weighted Average Life (Years)

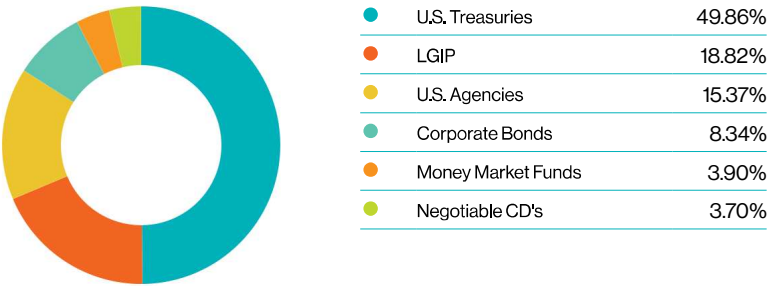
AA

Average Credit Rating

Maturity Distribution



Sector Allocation

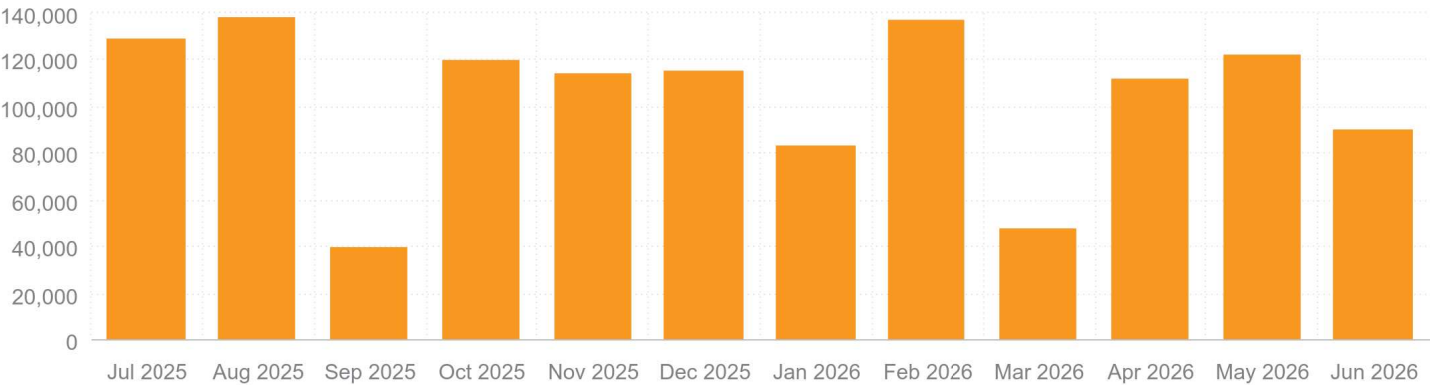


MEEDER
PUBLIC FUNDS

Custodial Reconciliation

	CURRENT MONTH
Beginning	41,293,789.19
Contributions/Withdrawals	0.00
Management Fees	0.00
Custodian Fees	(258.65)
Realized Gains Losses	6,601.56
Purchased Interest	0.00
Interest Received	123,278.78
ENDING	41,423,410.88

Projected Monthly Income Schedule





Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF ALISO VIEJO												
LGIP												
CALAIF	California LAIF	06/30/2025 06/30/2025	9,769,140.47	9,769,140.47 0.00	9,769,140.47	4.27		1	1.00 9,769,140.47	0.00 9,769,140.47	18.82	NA
LGIP TOTAL			9,769,140.47	9,769,140.47 0.00	9,769,140.47	4.27		1	1.00 9,769,140.47	0.00 9,769,140.47	18.82	NA
MONEY MARKET FUNDS												
31846V567	FIRST AMER.GVT OBLG.Z	06/30/2025 06/30/2025	2,027,046.99	2,027,046.99 0.00	2,027,046.99	4.22		1	1.00 2,027,046.99	0.00 2,027,046.99	3.90	Aaa AAA
MONEY MARKET FUNDS TOTAL			2,027,046.99	2,027,046.99 0.00	2,027,046.99	4.22		1	1.00 2,027,046.99	0.00 2,027,046.99	3.90	AAA
U.S. TREASURIES												
91282CEY3	US TREASURY 3.000 07/15/25	05/30/2023 05/30/2023	1,000,000.00	973,437.50 0.00	973,437.50	4.32	07/15/2025	15	99.93 999,335.94	25,898.44 973,437.50	1.93	Aa1 AA+
91282CFE6	US TREASURY 3.125 08/15/25	01/13/2023 01/13/2023	1,000,000.00	980,078.13 0.00	980,078.13	3.94	08/15/2025	46	99.82 998,203.13	18,125.00 980,078.13	1.92	Aa1 AA+
912797QU4	US TREASURY BILL 09/16/25	05/19/2025 05/20/2025	1,000,000.00	986,034.03 0.00	986,034.03	4.34	09/16/2025	78	99.09 990,941.91	4,907.88 986,034.03	1.91	P-1 A-1+
91282CFP1	US TREASURY 4.250 10/15/25	05/30/2023 05/30/2023	1,000,000.00	1,000,625.00 0.00	1,000,625.00	4.22	10/15/2025	107	99.96 999,648.44	(976.56) 1,000,625.00	1.93	Aa1 AA+
912797QQ3	US TREASURY BILL 11/13/25	05/19/2025 05/20/2025	1,000,000.00	979,679.91 0.00	979,679.91	4.28	11/13/2025	136	98.45 984,517.75	4,837.84 979,679.91	1.90	P-1 A-1+
912828M56	US TREASURY 2.250 11/15/25	05/30/2023 05/30/2023	1,000,000.00	955,117.19 0.00	955,117.19	4.19	11/15/2025	138	99.23 992,265.63	37,148.44 955,117.19	1.91	Aa1 AA+
912797NU7	US TREASURY BILL 12/26/25	05/19/2025 05/20/2025	490,000.00	477,942.27 0.00	477,942.27	4.17	12/26/2025	179	97.97 480,043.92	2,101.65 477,942.27	0.92	P-1 A-1+
91282CBH3	US TREASURY 0.375 01/31/26	05/06/2025 05/08/2025	1,000,000.00	973,242.19 1,004.83	974,247.02	4.12	01/31/2026	215	97.79 977,890.63	4,648.44 973,242.19	1.88	Aa1 AA+
91282CGL9	US TREASURY 4.000 02/15/26	05/30/2023 05/30/2023	1,000,000.00	997,578.13 0.00	997,578.13	4.09	02/15/2026	230	99.87 998,710.94	1,132.81 997,578.13	1.92	Aa1 AA+
91282CGV7	US TREASURY 3.750 04/15/26	01/22/2024 01/22/2024	1,200,000.00	1,187,437.50 0.00	1,187,437.50	4.24	04/15/2026	289	99.74 1,196,906.26	9,468.76 1,187,437.50	2.31	Aa1 AA+
91282CCF6	US TREASURY 0.750 05/31/26	06/13/2022 06/13/2022	1,000,000.00	915,976.56 0.00	915,976.56	3.01	05/31/2026	335	97.05 970,468.75	54,492.19 915,976.56	1.87	Aa1 AA+
91282CCJ8	US TREASURY 0.875 06/30/26	06/29/2022 06/29/2022	1,000,000.00	913,125.00 0.00	913,125.00	3.20	06/30/2026	365	96.95 969,531.25	56,406.25 913,125.00	1.87	Aa1 AA+
91282CCP4	US TREASURY 0.625 07/31/26	01/13/2023 01/13/2023	1,100,000.00	987,292.97 0.00	987,292.97	3.73	07/31/2026	396	96.47 1,061,156.25	73,863.28 987,292.97	2.04	Aa1 AA+
91282CJP7	US TREASURY 4.375 12/15/26	05/06/2025 05/08/2025	1,000,000.00	1,007,695.31 0.00	1,007,695.31	3.87	12/15/2026	533	100.75 1,007,500.00	(195.31) 1,007,695.31	1.94	Aa1 AA+
91282CJT9	US TREASURY 4.000 01/15/27	01/22/2024 01/22/2024	1,000,000.00	996,718.75 0.00	996,718.75	4.12	01/15/2027	564	100.24 1,002,421.88	5,703.13 996,718.75	1.93	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
912828X88	US TREASURY 2.375 05/15/27	06/29/2022 06/29/2022	1,000,000.00	962,851.56 0.00	962,851.56	3.20	05/15/2027	684	97.53 975,273.44	12,421.88 962,851.56	1.88	Aa1 AA+
9128282R0	US TREASURY 2.250 08/15/27	01/13/2023 01/13/2023	1,050,000.00	990,322.27 0.00	990,322.27	3.60	08/15/2027	776	97.00 1,018,500.00	28,177.73 990,322.27	1.96	Aa1 AA+
9128284N7	US TREASURY 2.875 05/15/28	09/18/2024 09/19/2024	1,000,000.00	979,882.81 0.00	979,882.81	3.47	05/15/2028	1,050	97.77 977,656.25	(2,226.56) 979,882.81	1.88	Aa1 AA+
91282CCR0	US TREASURY 1.000 07/31/28	09/18/2024 09/19/2024	1,000,000.00	910,507.81 0.00	910,507.81	3.50	07/31/2028	1,127	92.20 921,953.13	11,445.32 910,507.81	1.78	Aa1 AA+
91282CCV1	US TREASURY 1.125 08/31/28	12/21/2023 12/21/2023	1,000,000.00	878,750.00 0.00	878,750.00	3.98	08/31/2028	1,158	92.34 923,437.50	44,687.50 878,750.00	1.78	Aa1 AA+
91282CDF5	US TREASURY 1.375 10/31/28	12/21/2023 12/21/2023	1,500,000.00	1,328,906.25 0.00	1,328,906.25	3.98	10/31/2028	1,219	92.72 1,390,781.25	61,875.00 1,328,906.25	2.68	Aa1 AA+
91282CJR3	US TREASURY 3.750 12/31/28	01/22/2024 01/22/2024	1,000,000.00	987,695.31 0.00	987,695.31	4.03	12/31/2028	1,280	100.09 1,000,937.50	13,242.19 987,695.31	1.93	Aa1 AA+
91282CLR0	US TREASURY 4.125 10/31/29	11/25/2024 11/26/2024	1,000,000.00	996,445.31 0.00	996,445.31	4.21	10/31/2029	1,584	101.45 1,014,453.13	18,007.82 996,445.31	1.95	Aa1 AA+
91282CGB1	US TREASURY 3.875 12/31/29	02/07/2025 02/10/2025	1,000,000.00	978,828.13 0.00	978,828.13	4.36	12/31/2029	1,645	100.43 1,004,296.88	25,468.75 978,828.13	1.93	Aa1 AA+
91282CMG3	US TREASURY 4.250 01/31/30	05/06/2025 05/08/2025	1,000,000.00	1,015,507.81 11,388.12	1,026,895.93	3.89	01/31/2030	1,676	101.99 1,019,921.88	4,414.07 1,015,507.81	1.96	Aa1 AA+
91282CMZ1	US TREASURY 3.875 04/30/30	05/06/2025 05/08/2025	1,000,000.00	998,867.19 842.39	999,709.58	3.90	04/30/2030	1,765	100.41 1,004,140.63	5,273.44 998,867.19	1.93	Aa1 AA+
U.S. TREASURIES TOTAL			26,340,000.00	25,360,544.89 13,235.34	25,373,780.23	3.92		692	98.33 25,880,894.27	520,349.38 25,360,544.89	49.86	AA+
U.S. AGENCIES												
3137EAEX3	FREDDIE MAC 0.375 09/23/25 MTN	10/20/2020 10/20/2020	500,000.00	497,505.00 0.00	497,505.00	0.48	09/23/2025	85	99.12 495,590.00	(1,915.00) 497,505.00	0.95	Aa1 AA+
3135G06Q1	FANNIE MAE 0.640 12/30/25 '25	05/06/2025 05/08/2025	500,000.00	488,955.00 0.00	488,955.00	4.15	12/30/2025	183	98.17 490,825.00	1,870.00 488,955.00	0.95	Aa1 AA+
3130ALHH0	FHLBANKS 0.960 03/05/26 '25	05/06/2025 05/08/2025	1,000,000.00	974,710.00 1,680.00	976,390.00	4.11	03/05/2026	248	97.85 978,450.00	3,740.00 974,710.00	1.88	Aa1 AA+
3130AK5J1	FHLBANKS 0.700 09/18/26 '25	02/16/2023 02/16/2023	1,000,000.00	872,060.00 0.00	872,060.00	4.61	09/18/2026	445	95.88 958,750.00	86,690.00 872,060.00	1.85	Aa1 AA+
880591EU2	TVA 2.875 02/01/27	05/06/2025 05/08/2025	1,000,000.00	983,560.00 7,746.53	991,306.53	3.86	02/01/2027	581	98.49 984,860.00	1,300.00 983,560.00	1.90	Aa1 AA+
3130ASD63	FHLBANKS 3.250 06/28/27	06/28/2022 06/28/2022	1,000,000.00	1,000,000.00 0.00	1,000,000.00	3.25	06/28/2027	728	98.74 987,410.00	(12,590.00) 1,000,000.00	1.90	Aa1 AA+
3133EPAU9	FED FARM CR BNKS 3.875 07/14/27	02/16/2023 02/16/2023	1,000,000.00	990,390.00 0.00	990,390.00	4.12	07/14/2027	744	100.12 1,001,210.00	10,820.00 990,390.00	1.93	Aa1 AA+
3136G4X99	FANNIE MAE 0.740 08/25/27 '25	04/06/2023 04/06/2023	1,000,000.00	876,610.00 0.00	876,610.00	3.82	08/25/2027	786	93.19 931,890.00	55,280.00 876,610.00	1.80	Aa1 AA+
3133EMSX1	FED FARM CR BNKS 1.550 03/15/29 '25	02/06/2025 02/07/2025	500,000.00	447,120.00 0.00	447,120.00	4.39	03/15/2029	1,354	91.55 457,760.00	10,640.00 447,120.00	0.88	Aa1 AA+
3130B2GZ2	FHLBANKS 4.200 08/13/29 '26	08/21/2024 08/23/2024	250,000.00	250,000.00 0.00	250,000.00	4.20	08/13/2029	1,505	99.51 248,780.00	(1,220.00) 250,000.00	0.48	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3133EL6D1	FED FARM CR BNKS 1.230 09/10/29 '25	02/06/2025 02/07/2025	500,000.00	434,525.00 0.00	434,525.00	4.41	09/10/2029	1,533	89.15 445,765.00	11,240.00 434,525.00	0.86	Aa1 AA+
U.S. AGENCIES TOTAL			8,250,000.00	7,815,435.00 9,426.53	7,824,861.53	3.81		657	96.84 7,981,290.00	165,855.00 7,815,435.00	15.37	AA+
NEGOTIABLE CD'S												
59013KLQ7	MERRICK BANK 0.550 12/30/25	12/30/2020 12/30/2020	245,000.00	245,000.00 0.00	245,000.00	0.55	12/30/2025	183	98.16 240,501.80	(4,498.20) 245,000.00	0.46	NA NA
02007GXG3	ALLY BANK 3.450 08/04/26	08/04/2022 08/04/2022	245,000.00	245,000.00 0.00	245,000.00	3.45	08/04/2026	400	99.34 243,380.55	(1,619.45) 245,000.00	0.47	NA NA
90348JR93	UBS USA 0.950 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	0.95	08/11/2026	407	96.64 236,777.80	(8,222.20) 245,000.00	0.46	NA NA
38149MYB3	GOLDMAN BANK USA 1.000 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	1.00	08/11/2026	407	96.69 236,888.05	(8,111.95) 245,000.00	0.46	NA NA
254673N44	CAPITL ONE NA 3.500 07/29/27	08/03/2022 08/03/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	07/29/2027	759	97.40 238,619.24	(6,380.76) 245,000.00	0.46	NA NA
87164XN93	SYNCHRONY BANK 3.500 08/05/27	08/05/2022 08/05/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	08/05/2027	766	97.38 238,571.69	(6,428.31) 245,000.00	0.46	NA NA
02589ADQ2	AMEX BK 3.450 08/10/27	08/12/2022 08/12/2022	245,000.00	243,775.00 0.00	243,775.00	3.56	08/10/2027	771	99.39 243,500.60	(274.40) 243,775.00	0.47	NA NA
58404DVV0	MEDALLION BANK 3.800 08/30/29	08/21/2024 08/30/2024	245,000.00	245,000.00 0.00	245,000.00	3.80	08/30/2029	1,522	100.00 245,000.00	0.00 245,000.00	0.47	NA NA
NEGOTIABLE CD'S TOTAL			1,960,000.00	1,958,775.00 0.00	1,958,775.00	2.55		654	98.14 1,923,239.73	(35,535.27) 1,958,775.00	3.70	NA
CORPORATE BONDS												
14913UAR1	CTRPLLR FIN SERV 4.400 10/15/27 MTN	11/25/2024 11/26/2024	500,000.00	498,865.00 0.00	498,865.00	4.48	10/15/2027	837	100.65 503,250.00	4,385.00 498,865.00	0.97	A2 A
24422EWR6	JOHN DEERE CAP 4.750 01/20/28 MTN	11/25/2024 11/26/2024	500,000.00	504,235.00 0.00	504,235.00	4.46	01/20/2028	934	101.64 508,180.00	3,945.00 504,235.00	0.98	A1 A
931142FB4	WALMART 3.900 04/15/28 '28	11/25/2024 11/26/2024	325,000.00	320,619.00 0.00	320,619.00	4.33	04/15/2028	1,020	100.16 325,507.00	4,888.00 320,619.00	0.63	Aa2 AA
58933YBD6	MERCK & CO 1.900 12/10/28 '28	11/25/2024 11/26/2024	500,000.00	452,905.00 0.00	452,905.00	4.47	12/10/2028	1,259	93.30 466,485.00	13,580.00 452,905.00	0.90	Aa3 A+
17275RBR2	CISCO SYSTEMS 4.850 02/26/29 '29	11/01/2024 11/04/2024	500,000.00	506,060.00 0.00	506,060.00	4.53	02/26/2029	1,337	102.45 512,260.00	6,200.00 506,060.00	0.99	A1 AA-
023135CG9	AMAZON.COM 3.450 04/13/29 '29	11/01/2024 11/04/2024	500,000.00	481,580.00 0.00	481,580.00	4.37	04/13/2029	1,383	98.11 490,570.00	8,990.00 481,580.00	0.95	A1 AA
30303M8S4	META PLATFORMS 4.300 08/15/29 '29	11/01/2024 11/04/2024	500,000.00	496,070.00 0.00	496,070.00	4.48	08/15/2029	1,507	100.95 504,750.00	8,680.00 496,070.00	0.97	Aa3 AA-
857449AE2	STATE STRBK TR 4.782 11/23/29	11/25/2024 11/26/2024	500,000.00	502,115.00 0.00	502,115.00	4.69	11/23/2029	1,607	102.08 510,410.00	8,295.00 502,115.00	0.98	Aa2 AA-
713448GB8	PEPSICO 4.600 02/07/30 '30	02/05/2025 02/07/2025	500,000.00	499,160.00 0.00	499,160.00	4.64	02/07/2030	1,683	101.82 509,085.00	9,925.00 499,160.00	0.98	A1 A+
CORPORATE BONDS TOTAL			4,325,000.00	4,261,609.00 0.00	4,261,609.00	4.50		1,297	100.20 4,330,497.00	68,888.00 4,261,609.00	8.34	A+

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF ALISO VIEJO TOTAL			52,671,187.46	51,192,551.35 22,661.87	51,215,213.22	3.98		579	51,912,108.46	719,557.11 51,192,551.35	100.00	AA
GRAND TOTAL			52,671,187.46	51,192,551.35 22,661.87	51,215,213.22	3.98		579	51,912,108.46	719,557.11 51,192,551.35	100.00	AA

Transaction Statement

CITY OF ALISO VIEJO								
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	06/30/2025	06/30/2025	91282CHL8	UNITED STATES TREASURY 4.625 06/30/2025	(1,000,000.00)	993,398.44	1,000,000.00	6,601.56
	06/30/2025	06/30/2025	89235MJS1	Toyota Financial Savings Bank 0.8 06/30/2025	(245,000.00)	245,000.00	245,000.00	0.00
MATURITY TOTAL					(1,245,000.00)	1,238,398.44	1,245,000.00	6,601.56

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

DIRECTOR OF FINANCIAL SVCS/ CITY TREAS
12 JOURNEY, #100
ALISO VIEJO, CA 92656

Account Number: 98-30-007

June 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/17/2025	6/17/2025	RW	1774772	1735351	NAOMI SENZIK	-1,700,000.00
6/24/2025	6/24/2025	RD	1774978	1735561	ANN EIFERT	850,000.00
6/30/2025	6/27/2025	RW	1775169	1735757	ANN EIFERT	-1,000,000.00

Account Summary

Total Deposit:	850,000.00	Beginning Balance:	11,619,140.47
Total Withdrawal:	-2,700,000.00	Ending Balance:	9,769,140.47



PMIA/LAIF Performance Report as of 07/09/25



Quarterly Performance Quarter Ended 3/31/25

LAIF Apportionment Rate ⁽²⁾ :	4.48
LAIF Earnings Ratio ⁽²⁾ :	0.00012266258268207
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.000849191
PMIA Daily ⁽¹⁾ :	4.30
PMIA Quarter to Date ⁽¹⁾ :	4.34
PMIA Average Life ⁽¹⁾ :	244

PMIA Average Monthly Effective Yields⁽¹⁾

June	4.269
May	4.272
April	4.281
March	4.313
February	4.333
January	4.366

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 5/31/25 \$166.7 billion

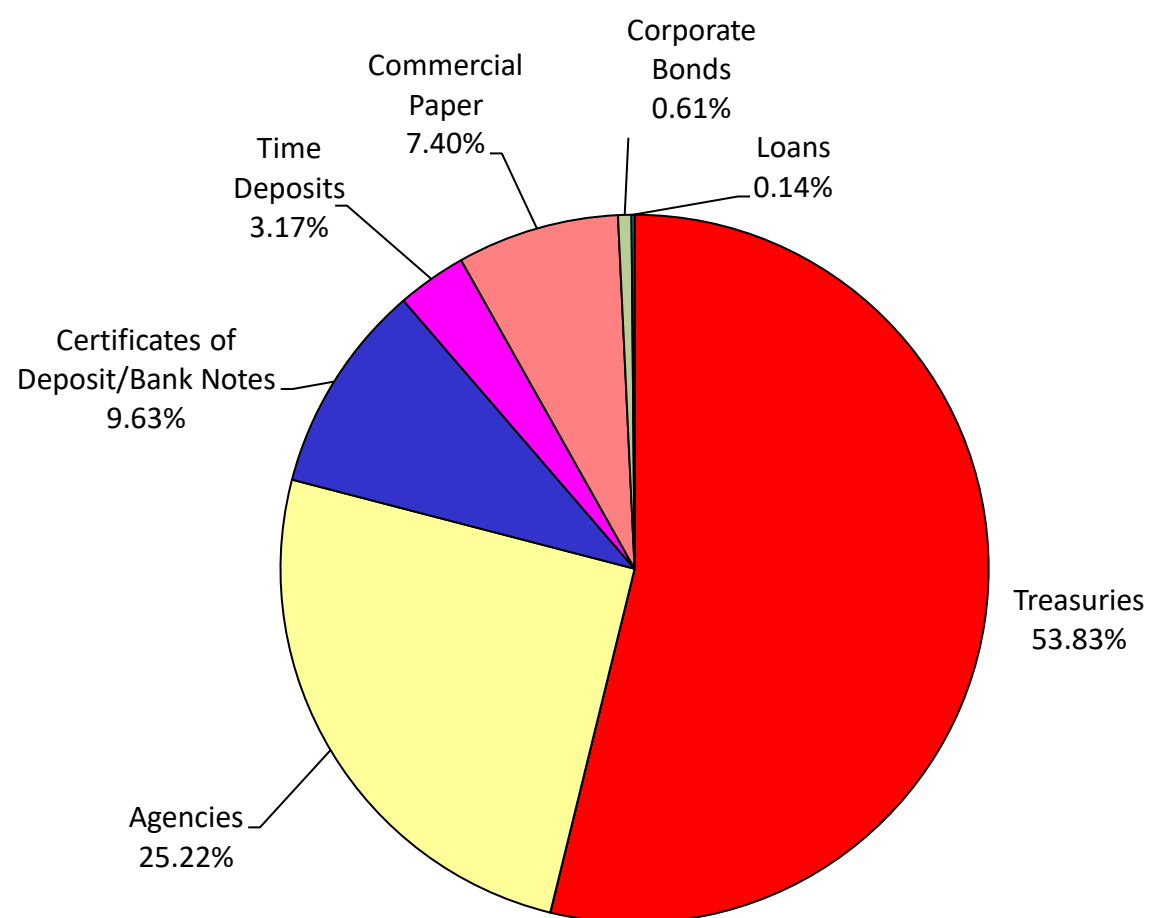


Chart does not include \$1,087,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: August 20, 2025

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: CONTRACT WITH ONYX PAVING COMPANY, INC. FOR GLENWOOD DRIVE STREET REHABILITATION PROJECT BETWEEN SR 73 AND ALISO CREEK ROAD

Recommended Actions:

1. Approve Contract Documents, Specifications, and Plans for Glenwood Drive Street Rehabilitation Project between SR 73 and Aliso Creek Road;
2. Award a contract in the amount of \$1,110,000 to Onyx Paving Company, Inc. as the lowest responsible bidder for the Glenwood Drive Street Rehabilitation Project between SR 73 and Aliso Creek Road;
3. Authorize the City Manager to execute a contract with Onyx Paving Company, Inc.;
4. Authorize City staff to make total compensation to Onyx Paving Company, Inc. up to \$1,110,000 plus \$111,000 (10% of the contract amount) to allow for contingencies, totaling \$1,221,000; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Fiscal Impact:

Total fiscal impact will be approximately \$1,221,000 including construction (\$1,110,000) and contingency (\$111,000). The adopted Fiscal Year 2025-26 Capital Improvement Plan (CIP) budget includes \$1,410,000 in Measure M and SB1 funding for construction and contingency. Moulton Niguel Water District will reimburse the City approximately \$33,000 for adjusting their sewer manholes and water valves.

Background:

The City advertised for bids through August 6, 2025 and multiple online plan rooms were used. Seventeen contractors requested and received construction documents for the work.

The City received and opened nine bids at 2:00 P.M. on August 6, 2025. The total amounts for each of the bids received are as follows:

<u>Contractor</u>	<u>Base Bid</u>
1. Onyx Paving Company, Inc.	\$1,110,000.00
2. RJ Noble Company	\$1,147,930.00
3. Dash Construction	\$1,188,900.00
4. LCR Earthwork	\$1,199,725.00
5. All American Asphalt	\$1,218,122.00
6. Hardy and Harper	\$1,218,900.00
7. Excel Paving	\$1,314,215.00
8. Toro Enterprises	\$1,327,311.50
9. Marjani Builders	\$1,470,050.00

City staff has reviewed the bid from Onyx Paving Company, Inc. and the bid appears to be responsive and complete.

This project is exempt from the CEQA process since it is maintaining existing facilities.

Discussion:

The engineer's estimate for this base bid work was about \$1,300,000. The average bid item costs were comparable to the engineer's estimate. Onyx Paving Company, Inc. completed street rehabilitation projects on Windsong, Cedarbrook, Park Avenue, Deerhurst, Foxborough, and Wolverine Way in the City in 2021. They have also performed similar work in other surrounding cities with favorable references.

Staff requests authorization for payments to Onyx Paving Company, Inc. up to \$1,221,000 (10% above the contract amount) to cover for contingencies such as overages on quantities and additional work requested by the City.

The schedule for this project is as follows:

- | | |
|---|--------------------------|
| - Advertise for bids | July 17 – August 6, 2025 |
| - Bids due | August 6, 2025 |
| - Council approves award of contract | August 20, 2025 |
| - Notice to Proceed | September 15, 2025 |
| - Start construction | September 15, 2025 |
| - Complete construction (40 working days) | November 12, 2025 |

Attachments:

1. Contract
2. Submitted Bid

SECTION 00500

CONTRACT

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

CONTRACT

THIS CONTRACT is made this 20th day of August, 2025, in the County of Orange, State of California, by and between the City of Aliso Viejo hereinafter called City, and Onyx Paving Company, Inc., hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within forty (40) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **One Million, One Hundred Ten Thousand Dollars (\$1,110,000.00)**. Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of \$25,000.00, the City Manager may approve additional work not to exceed 10% of the original Contract amount, (**One Hundred Eleven Thousand Dollars (\$111,000.00)**), as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of **\$500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees City may deduct that amount from any money due or that may become

SECTION 00500

CONTRACT

CONTRACT - 1

SECTION 00500
CONTRACT
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Noncollusion Declaration form
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the office of the City Engineer or may be obtained online at <http://www.dir.ca.gov/dlsr> and <https://sam.gov/wage-determinations>. and which must be posted at the job site.

SECTION 00500
CONTRACT
CONTRACT - 2

SECTION 00500

CONTRACT

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

ARTICLE 9. DECLARATION OF POLITICAL CONTRIBUTIONS. Prior to the City's approval of this Contract, Contractor shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor's employees, including any employee(s) that Contractor intends to assign to perform work on the Project.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ALISO VIEJO

ONYX PAVING COMPANY, INC.

By: _____
Mitzi Ortiz
City Manager

By: _____
Corey Kirshner, President

If Corporation, TWO SIGNATURES, President **OR** Vice President
AND Secretary OR Treasurer REQUIRED]

Attest:

By: _____
Jay Kirshner, Vice President

By: _____
Janet Martinez
City Clerk

630360, A, C-12
Classification of Contractor's License

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Ann Eifert
Director of Financial Services

SECTION 00500

CONTRACT

CONTRACT - 3

SECTION 00500
CONTRACT
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Contractor and all of Contractor's employees, including any employee(s) that applicant intends to assign to perform work on the Project:

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Print Name

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE CONTRACT AND MUST BE SIGNED AND ATTACHED HERETO.

END OF CONTRACT

SECTION 00500
CONTRACT
CONTRACT - 4

SECTION 00610
PERFORMANCE BOND
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Aliso Viejo (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road**

(hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **August 2024**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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 attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect City from loss or damage resulting from or caused by defective materials or faulty

SECTION 00610
PERFORMANCE BOND
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if City, when declaring the Contractor in default, notifies Surety of City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

SECTION 00610
PERFORMANCE BOND
CONTRACT - 6

SECTION 00610
PERFORMANCE BOND
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

SECTION 00610
PERFORMANCE BOND
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

SECTION 00610
PERFORMANCE BOND
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

	Signer(s) Other Than Named Above
-------	----------------------------------

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

SECTION 00610
PERFORMANCE BOND
CONTRACT - 9

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Aliso Viejo (hereinafter designated as "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or

under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	1 of 8

PURPOSE

To establish Policy and procedures for the prevention and detection of fraud and other related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

This Policy has been established to ensure that elected officials, officers, employees, and members of advisory boards, commissions and committees of the City of Aliso Viejo are aware of the following:

1. Acts that are considered to be fraudulent;
2. Procedures for reporting suspected fraudulent acts;
3. Steps to be taken when fraud or other related dishonest activities are suspected; and
4. Consequences to expect when a dishonest act is reported.

Further, this Policy delineates management's responsibility for instituting and maintaining a system of internal control to prevent and detect fraud, misappropriations and other irregularities, and to be alert for any indications of such misconduct.

POLICY

1. GENERAL

The City of Aliso Viejo is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under law.

2. DEFINITIONS

- a. Fraud – Fraud and other similar irregularities including, but not limited to:
 - i. claim for reimbursement of expenses that are not job-related or authorized by current policy;
 - ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	2 of 8

- iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);
- iv. improprieties in the handling or reporting of money or financial transactions;
- v. authorizing or receiving payment for goods not received or services not performed;
- vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;
- vii. misrepresentation of information on documents;
- viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;
- ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;
- x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;
- xi. disclosing confidential and proprietary information to outside parties; or
- xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

b. Employee – Any individual or group of individuals who receive compensation, either full or part-time, from the City of Aliso Viejo for employment or providing services. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the City of Aliso Viejo.

c. Official - Elected officials, officers, and members of advisory or appointed boards, commissions and committees.

d. Management – Any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	3 of 8

e. Internal Auditor – Any person or persons assigned by the City Manager to investigate any fraud or similar activity.

f. External Auditor – Independent audit professionals who perform annual audits of the City's financial statements.

3. INVESTIGATION

- a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.
- b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.
- d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.
- e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:
 - i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;
 - ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;
 - iii. impose any penalty upon the Employee reporting the suspected fraud, or;
 - iv. intimidate or coerce the Employee reporting the suspected fraud.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	4 of 8

Violations of these “whistle-blower protections” may result in discipline up to and including dismissal.

- f. Upon conclusion of the investigation, the results will be reported to the City Manager.
- g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney’s Office for possible prosecution.
- h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

PROCEDURE

1. RESPONSIBILITIES OF OFFICIALS

- a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.
- b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.
- c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

2. MANAGEMENT RESPONSIBILITIES

- a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.
- b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.
- c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	5 of 8

- d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.
- e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.
- f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.
- g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.
- h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.
- i. In dealing with suspected fraud, great care must be taken. Management should not:
 - i. make accusations;
 - ii. alert individuals suspected of committing fraud that an investigation is underway;
 - iii. treat individuals suspected of committing fraud unfairly, or;
 - iv. make statements that could lead to claims of false accusations or other offenses.
- j. In handling suspected fraud activities, Management has the responsibility to:
 - i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.;
 - ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	6 of 8

- iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;
- iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;
- v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

3. EMPLOYEE RESPONSIBILITIES

- a. Employees should report detected or suspected fraud to the Employee's supervisor.
- b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.
- c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

4. INTERNAL AUDITOR RESPONSIBILITIES

- a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.
- b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.
- c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	7 of 8

- i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;
- ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;
- iii. coordinate with Management regarding notification to insurers and filing of insurance claims;
- iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
 - (A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;
 - (B) preventing the individual suspected of committing the fraud from having access to the records.
- e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.
- g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.
- h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.
- i. The Internal Auditor shall make recommendations to the appropriate department for



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	8 of 8

assistance in the prevention of future similar occurrences.

- j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

DISCIPLINARY ACTIONS

Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

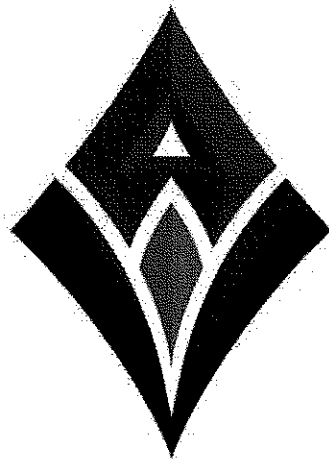
To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date



**GLENWOOD DRIVE STREET REHABILITATION PROJECT BETWEEN
SR73 AND ALISO CREEK ROAD**

CITY OF ALISO VIEJO

CONTRACT DOCUMENTS

ALISO VIEJO, CALIFORNIA

JULY 2025

SECTION 00001

BBK: March 2012

SECTION 00010
TABLE OF CONTENTS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Page No.

NOTICE AND INSTRUCTIONS

Notice Inviting Bids	NIB - 1
Instructions to Bidders.....	ITB- 1

BID DOCUMENTS

Bid Form	Bid - 1
Bid Schedule	Bid - 1
Contractor's Certificate Regarding Worker's Compensation	Bid - 5
Bid Bond	Bid - 6
Non-Collusion Affidavit	Bid - 9
Information Required of Bidders	Bid - 10
Designation of Subcontractors	Bid - 17
Iran Contracting Act Certification	Bid - 19
Public Works Contractor Registration Certification.....	Bid - 20

CONTRACT DOCUMENTS

Contract	Contract - 1
Declaration of Political Contributions	Contract - 4
Performance Bond	Contract - 5
Payment Bond	Contract - 10

GENERAL CONDITIONS

SECTION 1. Definitions	GC - 1
SECTION 2. Contract Documents	GC - 2
SECTION 3. Contracts Documents: Copies & Maintenance	GC - 3
SECTION 4. Detail Drawings and Instructions	GC - 3
SECTION 5. Existence of Utilities at the Work Site	GC - 4
SECTION 6. Schedule	GC - 5
SECTION 7. Substitutions	GC - 6
SECTION 8. Shop Drawings.....	GC - 7
SECTION 9. Submittals	GC - 7
SECTION 10. Materials	GC - 7
SECTION 11. Contractor's Supervision	GC - 8
SECTION 12. Workers	GC - 8
SECTION 13. Subcontractors.....	GC - 8
SECTION 14. Permits and Licenses.....	GC - 9
SECTION 15. Utility Usage.....	GC - 9
SECTION 16. Inspection Fees for Permanent Utilities	GC - 9
SECTION 17. Trenches.....	GC - 10

TABLE OF CONTENTS
SECTION 00010

- i -

BBK: March 2012

SECTION 00010
TABLE OF CONTENTS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

	<u>Page No.</u>
SECTION 18. Diversion of Recyclable Waste Materials	GC - 11
SECTION 19. Removal of Hazardous Materials	GC - 11
SECTION 20. Sanitary Facilities	GC - 11
SECTION 21. Air Pollution Control	GC - 11
SECTION 22. Water Quality Management and Compliance	GC - 11
SECTION 23. Cleaning Up	GC - 14
SECTION 24. Layout and Field Engineering	GC - 14
SECTION 25. Excessive Noise	GC - 14
SECTION 26. Tests and Inspections	GC - 15
SECTION 27. Protection of Work and Property	GC - 15
SECTION 28. Contractor's Means and Methods	GC - 17
SECTION 29. Inspector's Field Office	GC - 17
SECTION 30. Authorized Representatives	GC - 17
SECTION 31. Hours of Work	GC - 18
SECTION 32. Payroll Records	GC - 18
SECTION 33. Prevailing Rates of Wages	GC - 19
SECTION 34. Employment of Apprentices	GC - 20
SECTION 35. Nondiscrimination/Equal Employment Opportunity	GC - 20
SECTION 36. Labor/Employment Safety	GC - 20
SECTION 37. Insurance	GC - 20
SECTION 38. Time for Completion and Liquidated Damages	GC - 24
SECTION 39. Cost Breakdown and Periodic Estimates	GC - 25
SECTION 40. Mobilization	GC - 25
SECTION 41. Payments	GC - 27
SECTION 42. Payments Withheld and Backcharges	GC - 27
SECTION 43. Changes and Extra Work	GC - 28
SECTION 44. Occupancy	GC - 31
SECTION 45. Indemnification	GC - 32
SECTION 46. Record ("As Built") Drawings	GC - 32
SECTION 47. Resolution of Construction Claims	GC - 33
SECTION 48. City's Right to Terminate Contract	GC - 35
SECTION 49. Warranty and Guarantee	GC - 36
SECTION 50. Document Retention & Examination	GC - 37
SECTION 51. Soils Investigations	GC - 38
SECTION 52. Separate Contracts	GC - 38
SECTION 53. Notice and Service Thereof	GC - 39
SECTION 54. Notice of Third Party Claims	GC - 39
SECTION 55. State License Board Notice	GC - 39
SECTION 56. Integration	GC - 39
SECTION 57. Assignment	GC - 39
SECTION 58. Change in Name and Nature of Contractor's Legal Entity	GC - 40

TABLE OF CONTENTS
SECTION 00010

SECTION 00010
TABLE OF CONTENTS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

	<u>Page No.</u>
SECTION 59. Assignment of Antitrust Actions.....	GC - 40
SECTION 60. Prohibited Interests	GC - 40
SECTION 61. Laws And Regulations	GC - 40
SECTION 62. Patent Fees or Royalties.....	GC - 41
SECTION 63. Ownership of Drawing.....	GC - 41
SECTION 64. Notice of Taxable Possessory Interest	GC - 41
Special Conditions	SC - 1

TECHNICAL SPECIFICATIONS

**SUPPLEMENTAL PROVISIONS TO STANDARD SPECIFICATIONS FOR
PUBLIC WORKS CONSTRUCTION 2018 EDITION**

Part 1 - General Provisions

<u>Section</u>	<u>Description</u>	
1	General Provisions	
1-2	Terms and Definitions	Page 1
1-6	Bidding and Submission of Bid.....	Page 2
2	Scope of the Work	
2-2	Permits.....	Page 3
2-4	Cooperation and Collateral Work.....	Page 3
2-5	The Contractor's Equipment and Facilities	Page 4
2-9	Changed Conditions	Page 4
2-10	Disputed Work	Page 4
3	Control of the Work	
3-4	Authority of Board and Engineer	Page 7
3-5	Inspection	Page 7
3-7	Contract Documents	Page 8
3-8	Submittals.....	Page 8
3-10	Surveying.....	Page 9
3-12	Work Site Maintenance.....	Page 10
3-13	Completion, Acceptance, and Warranty	Page 10
4	Control Of Materials	
4-4	TestingPage	11

TABLE OF CONTENTS
SECTION 00010

- iii -

BBK: March 2012

SECTION 00010
TABLE OF CONTENTS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

		<u>Page No.</u>
4-6	Trade Names	Page 11
4-9	Materials Transportation, Handling, and Storage	Page 11
5	Legal Relations and Responsibility	
5-1	Laws and Regulations.....	Page 12
5-7	Safety.....	12
6	Prosecution and Progress of the Work	
6-1	Construction Schedule And Commencement of Work.....	Page 12
6-2	Prosecution Of Work.....	Page 13
6-3	Time of Completion.....	13
6-9	Liquidated Damages	Page 13
7	Measurement and Payment	
7-3	Payment.....	14
7-4	Payment for Extra Work.....	14

Part 2 – Construction Materials

<u>Section</u>	<u>Description</u>	
203	Bituminous Materials	
203-6	Asphalt Concrete	Page 17
203-11	Asphalt Rubber Hot Mix (ARHM)	Page 17
203-17	Reinforcing Fibers for Asphalt.....	Page 18
212	Water and Sewer System Valves and Appurtenances	
212-4	Valve Actuators, Extensions, and Valve Boxes	Page 19
214	Traffic Striping, Curb and Pavement Markings, and Pavement Markers	
214-6	Pavement Markers.....	Page 19

TABLE OF CONTENTS
SECTION 00010

- iv -

BBK: March 2012

SECTION 00010
TABLE OF CONTENTS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Page No.

Part 3 – Construction Methods

<u>Section</u>	<u>Description</u>	
302	Roadway Surfacing	
302-5	Asphalt Concrete Pavement	Page 21
302-9	Asphalt Rubber Hot Mix (ARHM)	Page 21
303	Concrete and Masonry Construction	
303-1	Concrete Structures	Page 22
303-5	Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways	Page 22
310	Painting	
310-5	Painting Various Surfaces	SP-34
314	Traffic Striping, Curb and Pavement Markings and Pavement Markers	
314-1	General	Page 27
314-2	Removal of Traffic Striping and Curb and Pavement Markings	Page 27
314-3	Removal of Pavement Markers	Page 28
314-4	Application of Traffic Striping and Curb and Pavement Markings	Page 28
314-5	Pavement Markers	Page 29

Part 4 – Existing Improvements

<u>Section</u>	<u>Description</u>	
402	Utilities	
402-1	Location	Page 30
403	Manhole Adjustment and Reconstruction	
403-1	General	Page 32
404	Cold Milling	
404-1	General	Page 32
404-9	Traffic Signal Loop Detectors	Page 33
404-11	Measurement and Payment	Page 33

Part 6 – Temporary Traffic Control

TABLE OF CONTENTS
SECTION 00010

- v -

BBK: March 2012

SECTION 00010
TABLE OF CONTENTS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Page No.

<u>Section</u>	<u>Description</u>	
601	Temporary Traffic Control for Construction and Maintenance Work Zones	
601-1	General.....	Page 34
601-3	Temporary Traffic Control (TTC) Zones Devices.....	Page 35
601-4	Temporary Traffic e and Pavement Markings.....	Page 37

SPECIAL PROVISIONS

SP-1	Reinforcing Fibers for Asphalt.....	Page 39
-------------	--	----------------

APPENDICES

Appendix "A" Water Pollution Control Plan	
Appendix "B" Rubberized Pavement Grant Requirements	
Appendix "C" Project Funding Signage	
Appendix "D" Notices	
Appendix "E" Caltrans Permit	

TABLE OF CONTENTS
SECTION 00010

- vi -

BBK: March 2012

SECTION 00100
NOTICE INVITING BIDS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

NOTICE INVITING BIDS

The City of Aliso Viejo ("City") will receive sealed bids for the **Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road** at the office of the City Clerk, 12 Journey, Suite 100, Aliso Viejo, CA 92656-5335, no later than August 6, 2025 at 2:00 P.M., at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on City's Bid Forms. Bidders may request the Contract Documents by contacting the office of the City Engineer, Public Works Department at (949) 425-2530 or public-works@AVCity.org. Electronic copies will be provided at no charge. A charge of \$35.00 will be required of any bidder who requests that the Contract Documents be mailed.

City will also make the Contract Documents available for review at one or more plan rooms.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A mandatory Pre-Bid Conference will not be held.

The successful bidder will be required to furnish City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at City Hall or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the

SECTION 00100
NOTICE INVITING BIDS
NIB - 1

BBK: March 2012

SECTION 00100
NOTICE INVITING BIDS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Class A General Engineering Contractor or Class C-12 Earthwork and Paving Contractor.

Award of Contract: City shall award the Contract for the Project to the lowest responsible bidder as determined from base bid alone by City. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact City of Aliso Viejo Public Works Department at (949) 425-2530 or public-works@AVCity.org.

END OF NOTICE INVITING BIDS

SECTION 00100
NOTICE INVITING BIDS
NIB - 2

BBK: March 2012

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to City on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained from City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact City to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of a written request for an interpretation or correction to City. Such submission, if any, must be sent to the City of Aliso Viejo Public Works Department by emailing to public-works@AVCity.org.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

SECTION 00200
INSTRUCTIONS TO BIDDERS
ITB - 1

BBK: March 2012

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number R9-2015-0100, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

5. ADDENDA

City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the City of Aliso Viejo Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

(including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, or \$10,000, if the work involves streets or highways, whichever is greater, as well as the portion of work each such subcontractor will perform on the form provided herein by City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and City shall reject the Bid. City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to City; (c) a cashier's check made payable to City; or (d) a bid bond payable to City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to City and City may award the Contract to the next lowest responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name)
for the Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601.

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

14. DELIVERY AND OPENING OF BIDS

Bids will be received by City at the address shown in the Notice Inviting Bids up to the date and time shown therein. City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

16. BASIS OF AWARD; BALANCED BIDS

City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid which, in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

SECTION 00200
INSTRUCTIONS TO BIDDERS
ITB - 5

BBK: March 2012

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply City with all of the required documents and certifications. Upon receipt of all properly drafted and executed documents and certifications from the Bidder, City will forward a fully signed copy of the Contract to the Bidder and issue a Notice to Proceed.

The Bidder's failure to submit the required documents within the stated time may result in loss of the Contract and forfeiture of its bid security. If the City elects to accept the untimely the required documents, the Contract Time will begin to run fifteen (15) Days from the date of the Notice of Award even if the City has not issued a Notice to Proceed.

20. FILING OF BID PROTESTS

Any bid protest relating to the form or content of the Contract Documents must be submitted in writing to the City's City Engineer at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Contract Documents not previously stated in writing.

- a. Be filed in writing within five (5) calendar days after the bid opening date;
- b. Clearly identify the specific irregularity or accusation;
- c. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- d. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject it without further review.

If the protest is timely and complies with all of the above requirements, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City will provide a written decision to the protestor.

The procedure and time limits set forth in this article are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

SECTION 00200
INSTRUCTIONS TO BIDDERS
ITB - 6

BBK: March 2012

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the office of the City Engineer or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. as provided with the Bid Documents.

26. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial

SECTION 00200
INSTRUCTIONS TO BIDDERS
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to City four identical counterparts of the Performance Bond and Payment Bond in the form supplied by City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

28. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

30. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00400**BID FORM****Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road****BID FORM****NAME OF BIDDER:** ONYX PAVING COMPANY, INC.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following UNIT PRICES:

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1	28,000	28,000
2	2.5" COLD MILL	SF	222,000	.66	146,520
3	1.5" ARHM W/ FIBERS	TON	2,210	148	327,080
4	1" AC LEVELING COURSE W/ FIBERS	TON	1,470	137	201,390
5	ADJUST EXISTING VALVE CAN AND LID TO FINISH GRADE PER MNWD STD PLAN W-8.	EA	23	1,100	25,300
6	ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISH GRADE MNWD STD PLAN S-1	EA	7	1,100	7,700
7	ADJUST EXISTING MANHOLE FRAME AND COVER TO FINISH GRADE PER SPPWC STD PLAN 206-2	EA	9	1,100	9,900
8	REMOVE CONCRETE SIDEWALK "PANEL(S)" AT JOINTS. REPLACE IN KIND.	SF	930	14	13,020
9	REMOVE EXISTING PEDESTRIAN CURB RAMP AND RECONSTRUCT	EA	11	8,282	91,102
10	REMOVE AND RECONSTRUCT CURB RAMP (CALTRANS)	EA	4	8,888	35,552
11	REMOVE EXISTING CONCRETE DRIVEWAY AND REPLACE IN KIND	EA	1	33,339	33,339

SECTION 00400**BID FORM****BID - 1**

SECTION 00400

BID FORM

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

12	TRAFFIC STRIPING, MARKINGS, SIGNAGE AND LEGENDS (THERMOPLASTIC)	LS	1	69,696	69,696
13	INSTALL TRAFFIC LOOPS, TYPE E	EA	23	482	11,086
14	INSTALL TRAFFIC LOOPS, TYPE D	EA	13	555	7,215
15	TEMPORARY TRAFFIC CONTROL	LS	1	82,000	82,000
16	WPCP	LS	1	8,200	8,200
17	PROJECT INFORMATION SIGNS	EA	2	2,800	5,600
18	CALTRANS PERMIT	LS	1	7,300	7,300

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ 610,000.00
Total Bid Price in Numbers

one million one hundred and ten thousand 0.00
Total Bid Price in Written Form Even

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of

SECTION 00400

BID FORM

BID - 2

SECTION 00400

BID FORM

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Contractors, License No. 630360, Expiration Date 10/31/2025, class of license A, C12, DIR Public Works Contractor Registration No. 1000004798. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. N/A

Addenda No. N/A

Addenda No. N/A

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Noncollusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. The completed Iran Contracting Act Certification form.
7. The completed Public Works Contractor Registration Certification form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder ONYX PAVING COMPANY, INC.

SECTION 00400

BID FORM

BID - 3

SECTION 00400

BID FORM

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Signature



Name and Title

COREY R. KIRSCHNER - CEO

Dated

8/4/2025

END OF BID FORM

SECTION 00400

BID FORM

BID - 4

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder ONYX PAVING COMPANY, INC.

Signature 

Name COREY R. KIRSCHNER

Title CEO

Dated 8/4/2025

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
BID - 5

SECTION 00410

BID BOND

Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek R

BID BOND

The makers of this bond are Onyx Paving Company, Inc.,
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation,
as Surety and are held and firmly bound unto the City of Aliso Viejo, hereinafter called City, in the
penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to
City for the work described below, for the payment of which sum in lawful money of the United
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying bid dated August 6th, 20 25, for **Glenwood Drive Street
Rehabilitation Project Between SR73 and Aliso Creek Road**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and
if the Principal is awarded the Contract and provides all documents to City as required by the
Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain
in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation
under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by City and judgment is recovered,
the Surety shall pay all litigation expenses incurred by City in such suit, including reasonable
attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument
under their several seals this 1st day of August, 20 25, the name and corporate seal
of each corporation.

(Corporate Seal)

Onyx Paving Company, Inc.

Contractor/ Principal

By

Title Covey R. Kirschner - CEO

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By

Christina Rogers
Attorney-in-Fact

(Corporate Seal)



(Attach Attorney-in-Fact Certificate)

Title Christina Rogers, Attorney-in-Fact

SECTION 00410

BID BOND

BID - 6

SECTION 00410
BID BOND
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

SEE ATTACHED NOTARY ACKNOWLEDGEMENT

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION 00410
BID BOND
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF BID BOND FORM

SECTION 00410
BID BOND
BID - 8

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

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

State of California)
County of Orange)

On August 1, 2025 before me, Leslie Rocha, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

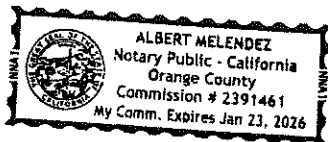
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On AUG 01 2025, before me, Albert Melendez, Notary Public,
personally appeared Christina Rogers

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

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



WITNESS my hand and official seal.

SIGNATURE [Signature]

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ

MARTHA BARRERAS, JOAQUIN PEREZ, JONATHAN BATIN, VANESSA RAMIREZ, and ZYANYA HERNANDEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of August, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SECTION 00420
NONCOLLUSION DECLARATION
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

NONCOLLUSION DECLARATION

The undersigned declares:

I am the CEO of ONYX PAVING COMPANY, INC., 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 8/4/2025 [date], at YORBA LINDA [city], CA [state].

Name of Bidder	<u>ONYX PAVING COMPANY, INC.</u>
Signature	<u></u>
Name	<u>COREY R. KIRSCHNER</u>
Title	<u>CEO</u>
Dated	<u>8/4/2025</u>

SECTION 00420
NONCOLLUSION DECLARATION
BID - 9

BBK: March 2012

SECTION 00420
NONCOLLUSION DECLARATION
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

END OF NONCOLLUSION DECLARATION

SECTION 00420
NONCOLLUSION DECLARATION
BID - 10

BBK: March 2012

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: ONYX PAVING COMPANY, INC.

2.0 Type, if Entity: CORPORATION

3.0 Bidder Address: 22707 LA PALMA AVE, YORBA LINDA, CA 92887

<u>N/A</u>	<u>714-632-6699</u>	<u>BIDS@ONYXPAVING.COM</u>
Facsimile Number	Telephone Number	Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?
35 YEARS

5.0 How many years has Bidder's organization been in business under its present name? 35 YEARS

5.1 Under what other or former names has Bidder's organization operated? N/A

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 2/15/1990

6.2 State of Incorporation: CALIFORNIA

6.3 President's Name: COREY R. KIRSCHNER - CEO // ANTHONY STEEN - PRES.

6.4 Vice-President's Name(s): JAY KIRSCHNER - VP, SEC, TREAS.

6.5 Secretary's Name: JAY KIRSCHNER - VP, SEC, TREAS.

6.6 Treasurer's Name: JAY KIRSCHNER - VP, SEC, TREAS.

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 11

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

ASPHALT PAVING

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

N/A

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

N/A

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 12

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

14.0 List Trade References:

VULCAN MATERIALS COMPANY

RJ NOBLE COMPANY

HOLLIDAY ROCK

15.0 List Bank References (Bank and Branch Address):

BMO - 4501 E. La Palma Ave, Anaheim, CA 92807

16.0 Name of Bonding Company and Name and Address of Agent:

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Performance Bonding Surety & Insurance Brokerage

15901 Red Hill Avenue, Suite 202 Tustin, California 92780

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
PLEASE SEE ATTACHED REFERENCES.			

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
PLEASE SEE ATTACHED REFERENCES.			

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

PLEASE SEE ATTACHED REFERENCES.

2. Summarize each person's specialized education:

PLEASE SEE ATTACHED REFERENCES.

3. List each person's years of construction experience relevant to the project:

PLEASE SEE ATTACHED REFERENCES.

4. Summarize such experience:

PLEASE SEE ATTACHED REFERENCES.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder ONYX PAVING COMPANY, INC.

Signature 

Name COREY R. KIRSCHNER

Title CEO

Dated 8/4/2025

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 17

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number
14.7% Traffic Loops	Smitson Electric, Inc	Orange, CA	614518 - C10	1000001610
0.41% Survey	Caseland Surveying, Inc	Orange, CA	65411 - Surveyor	1000015888
16.04% Concrete work	Pavement Rehab Company	Yuba Linda, CA	1091374 - A, C, D, G	1000150088
4.50% Striping	Interstate Striping Inc	Fontana, CA	1087140 - C32	1000000017

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 18

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder ONYX PAVING COMPANY, INC.

Signature 

Name COREY R. KIRSCHNER

Title CEO

Dated 8/4/2025

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 19

BBK: March 2012

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 20

BBK: March 2012

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

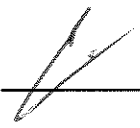
☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed:  _____

Titled: COREY R. KIRSCHNER - CEO

Firm: ONYX PAVING COMPANY, INC.

Date: 8/4/2025

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION
SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
BID - 21

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
Glenwood Drive Street Rehabilitation Project Between SR73 and Aliso Creek Road

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: ONYX PAVING COMPANY, INC.

DIR Registration Number: 1000004798

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder ONYX PAVING COMPANY, INC.

Signature 

Name COREY R. KIRSCHNER

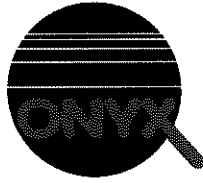
Title CEO

Dated 8/4/2025

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION
CERTIFICATION**

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
BID - 22

BBK: March 2012



REFERENCES

PROJECT NAME: ANNUAL ROADWAY RESURFACING PROJECT FY 2022-2023

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - JUNE 2024

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: \$3,065,000.00

FINAL CONTRACT AMOUNT: \$3,408,313.69

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED REBAR TO ALL CONCRETE SPANDRELS AND CROSS GUTTERS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: \$5,858,000

FINAL CONTRACT AMOUNT: \$5,998,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: \$1,727,000.00

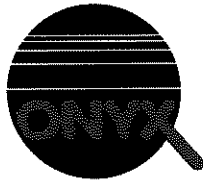
FINAL CONTRACT AMOUNT: \$1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.

22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: 23/24 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: APR 2024 - DEC 2024

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: \$3,609,000.00

FINAL CONTRACT AMOUNT: \$4,392,226.45

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: \$1,400,000

FINAL CONTRACT AMOUNT: \$1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUATITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

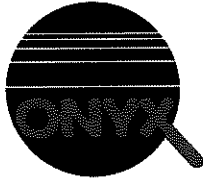
ORIGINAL CONTRACT AMOUNT: \$2,020,000

FINAL CONTRACT AMOUNT: \$2,528,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

ONYX PAVING COMPANY, INC.
22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

AGENCY: CITY OF LAWNSDALE - 14717 BURIN AVE, LAWNSDALE, CA 90260

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: \$486,486

FINAL CONTRACT AMOUNT: \$601,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 5 & 7

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2024 - MAR 2025

AGENCY: CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241

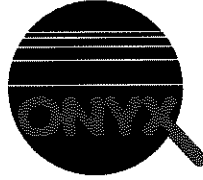
CONTACT PERSON: BRIAN ALENAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: \$7,337,000.00

FINAL CONTRACT AMOUNT: \$8,897,979.99

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADDED CONCRETE WORK AND SLURRY SEAL LOCATIONS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO



LARGE PROJECT REFERENCES

PROJECT NAME: IRVINE CENTER DRIVE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2024 - MAY 2025

AGENCY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: \$7,595,000.00

FINAL CONTRACT AMOUNT: \$7,637,050.65

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: BID 7994 - 2022/2023 ARTERIAL AND MINOR STREETS MAINTENANCE, PHASE 2

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2024 - FEB 2025

AGENCY: CITY OF RIVERSIDE

CONTACT PERSON: STEVE HOWARD 951-712-3904

ORIGINAL CONTRACT AMOUNT: \$4,946,000.00

FINAL CONTRACT AMOUNT: \$4,866,359.10

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: FY 23-24 LOCAL OVERLAY PAVEMENT REHABILITATIONS PROJECT

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: AUG 2024 - OCT 2024

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCH CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

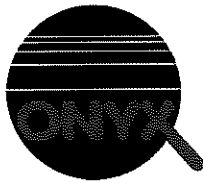
ORIGINAL CONTRACT AMOUNT: \$2,594,000.00

FINAL CONTRACT AMOUNT: \$2,646,054.40

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CITY ADD ADDITIONAL CONCRETE AND OVERLAY STREETS

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

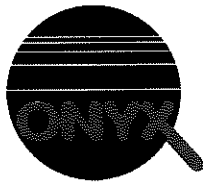
**ONYX PAVING COMPANY, INC.
22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883**



REFERENCES

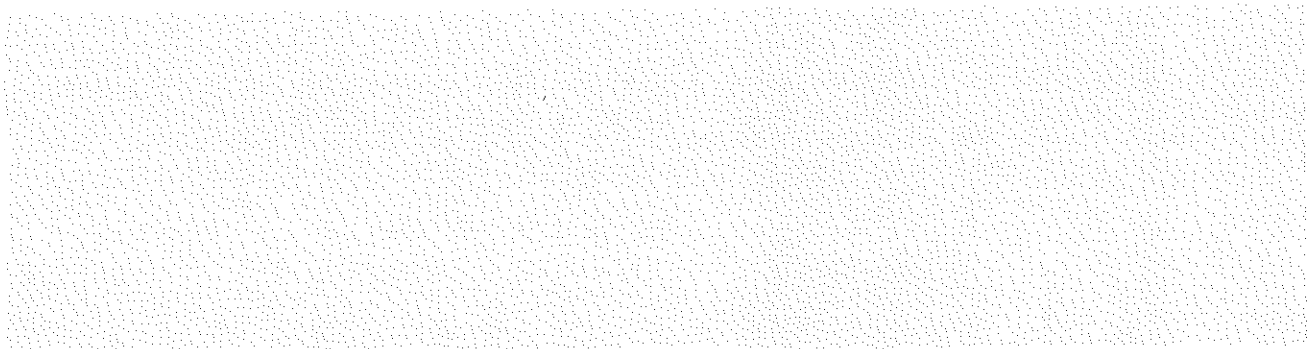
<u>GENERAL CONTRACTORS:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
American Asphalt South, Inc.	Eastvale	\$365,000
2990 Myers St.	Ventura	\$37,000
Riverside, CA 92503	Ontario	\$595,000
Ph: 909-427-8276	Palos Verdes Estates	\$174,000
Contact: Tim Griffin	Santa Clarita	\$484,000
Roy Allan Slurry Seal	La Mirada	\$222,000
12643 Emmens Way	Victorville	\$77,000
Santa Fe Springs, CA 90670	La Palma	\$107,000
Ph: 562-864-3363	San Clemente	\$432,000
Contact: Lawrence Allan	Buena Park	\$88,550
KASA Construction	Westminster	\$602,800
15148 Sierra Bonita Ln	El Monte	\$233,000
Chino, CA 91710		
Ph: 909-457-8260		
Contact: Sam Kasbar		
Alabbasi Construction & Engineering	Menifee	\$51,000
	Coachella	\$45,000
764 W. Ramona Expressway, Suite C	Perris	\$68,900
Perris, CA 92571		
Ph: 951-776-9300		
Contact: Han Sohn		

ONYX PAVING COMPANY, INC.
22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883

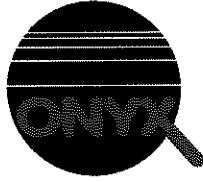


Pavement Coatings Company	Los Angeles County	\$177,235
10240 San Sevaine Way	Manhattan Beach	\$115,000
Jurupa Valley, CA 91752	Upland	\$48,000
Ph: 951-934-4763		

Byrom Davey	East Los Angeles	\$344,000
1232 Monte Vista Ave, Suite 5	Los Angeles	\$333,000
Upland, Ca 91786	Anaheim	\$30,000
Ph: 858-513-7199		
Contact: Julio Diaz		



ONYX PAVING COMPANY, INC.
22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



ASPHALT RUBBER HOT MIX REFERENCES:

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	Katella Ave. St. Improv Various Projects	Los Alamitos	\$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3 rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	Lido House Hotel	Newport Beach	\$193,105.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT BIDS@ONYXPAVING.COM



CREDIT REFERENCES

ONYX PAVING COMPANY, INC.
2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

PHONE: 714-632-6699	DATE ESTABLISHED: 01/04/1990	CORP TAX ID: #33-0394344
FAX: 714-632-1883	TYPE OF WORK: ASPHALT PAVING	CONTRACTORS LIC. # 630630-A

CFO: RICHARD DEVOS	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
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BANK: BMO BANK N.A.	320 S. CANAL ST. CHICAGO, IL 60606
	CHRISTINA LEON 949-404-0019

INSURANCE AGENT: WOOD GUTMANN & BOGART	15901 REDHILL AVE., STE 100, TUSTIN, CA 92780
	MICHAEL TRAN 714-824-8384

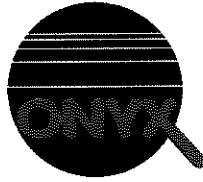
SURETY AGENT: PERFORMANCE BONDING SURETY & INSURANCE BROKERAGE
15901 RED HLL AVE., SUITE 100, TUSTIN, CA 92780
ERIK JOHANSSON 714-505-7011

CREDIT REFERENCES:

MATICH CORPORATION	P.O. BOX 10, HIGHLAND, CA 92346 TWILEY@MATICHCORP.COM	TERI WILEY 909-382-7400
KELTERITE CORPORATION	12231 PANGBORN AVE., DOWNEY CA 90241 RECEIVABLES@KELTERITE.COM	MIRIAM AVILA-RAMOS 562-401-0011
HOLLIDAY ROCK CO., INC.	1401 N. BENSON AVE., UPLAND, CA 91786 ALUSSIER@HOLLIDAYROCK.COM	AMBER LUSSIER 909-982-1553 EXT: 1001

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO, CA 91761	CASEY JONES 909-947-9467
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103	STEVE DAVEY 858-513-7199
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	MARK BUNDY 949-748-1500
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	JUSTIN SINNOTT 760-769-7700



RESUME

Corey Kirschner - CEO

Corey Kirschner is a seasoned leader with over 25 years of experience fueling growth in the construction industry, particularly in asphalt paving for city municipalities. Known for sharp organizational skills and a proactive approach, Corey has been instrumental in strengthening Onyx Paving's position among the top-tier General Contractors in Southern California. Since taking ownership of Onyx Paving in 2018, a company with a distinguished 30-year legacy, Corey has driven the company to surpass \$120 million in annual revenue. With an eye for forecasting, budgeting, and crafting innovative solutions, Corey consistently navigates market challenges to deliver exceptional results, earning widespread respect and trust in the industry.

Jay Kirschner – Vice President

Jay Kirschner is Vice President at Onyx Paving since 2018. Jay takes pride in building strong, collaborative relationships with city agencies, fosters trust and open communication, ensuring projects align with municipal goals and community needs. By overseeing project managers and cultivating lasting partnerships, Jay drives seamless project delivery and upholds Onyx Paving's reputation as a trusted leader in Southern California's asphalt paving industry.

Justin Kirschner – Director of Operations

Justin Kirschner came on board with Onyx Paving in 2018. He has become a key leader managing daily operations across Southern California. He directly oversees over 20 foremen who lead a team of 150+ field employees, while keeping projects on track. Justin handles the job schedule and oversees a large fleet of equipment, working closely with the shop manager and mechanics to ensure the equipment is well-maintained and safe. Known for keeping teams efficient and meeting deadlines, Justin is quick to adapt, find solutions, and shift resources when needed. His practical approach and problem-solving skills strengthen Onyx Paving's reputation for dependable, high-quality results.

Glenn Campbell – Safety Manager

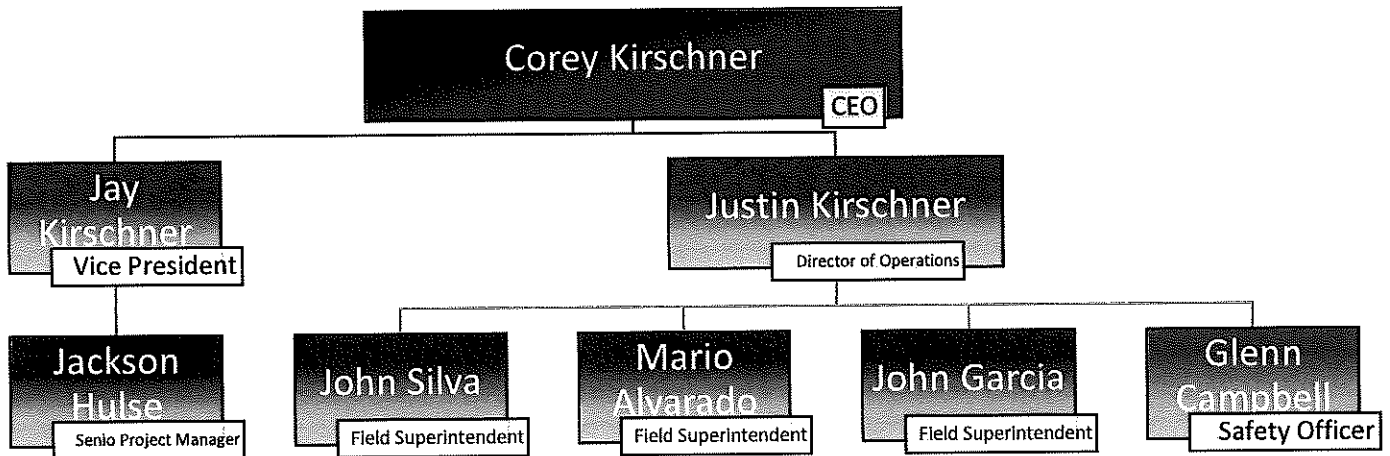
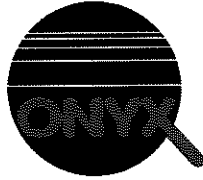
Glenn Campbell serves as Onyx Paving's dedicated Safety Manager, focusing entirely on ensuring compliance, workplace safety, and thorough employee onboarding with comprehensive training. With over 20 years of experience consulting for major highway and bridge contractors, Glenn chose to bring his expertise to Onyx Paving and make it his professional home. His approach to safety mirrors his role as head running back coach for Mater Dei football, where he fosters a team-oriented culture built on trust and care. Glenn instills a mindset where the field is his team, and he prioritizes the well-being of every employee thus cultivating a strong safety-first environment at Onyx Paving.

General Superintendents

John Garcia, Mario Alvarado and John Silva have over 60 years of combined experience and form the backbone of Onyx Paving's field operations. They are responsible for overseeing on-site laborers, cement masons, and operating engineers, ensuring projects are completed safely, on time, and in alignment with both city requirements and internal operational goals. Their deep expertise and hands-on leadership drive the successful execution of asphalt paving and concrete improvement projects across Southern California, maintaining Onyx Paving's commitment to quality and reliability in every job.

ONYX PAVING COMPANY, INC.

22707 LA PALMA YORBA LINDA, CA 92887 – TEL (714) 632-6699 – FAX (714) 632-1883



BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and our Field Superintendent oversee 100% of all current project in attached backlog.

Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Field Superintendents

- Lead and manage on-site laborers and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1993

Maio Richardson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

72-291000X 10/17/93

REGISTRATION UNIT
AUGUST 1993



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification(s) **A C12**

Expiration Date **10/31/2025**

www.csib.ca.gov



CA



Public Works Support

DW

eCPR Search

DW David Wiltfong

Logout

Contractor Registration Search

Project Registration Search

Services

Your information ▼

[Home](#) > [Customer Account Lookup](#) > 1000004798 - ONYX PAVING COMPANY, INC.

Search



1000004798 - ONYX PAVING COMPANY, INC.

Customer Account Lookup

PWCR

1000004798

Contractor Status

DIR Approved

CSLB

630360

Business Phone

7146326699

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ONYX PAVING COMPANY, INC.

Doing Business As (DBA)

ONYX PAVING COMPANY, INC.

Business Structure

-- None --

President

COREY KIRSCHNER

Email

davidw@onyxpaving.com

Registration End Date

2028-06-30

Crafts

Operating Engineer | Laborer and Related Classifications | Cement Mason

Address

Mailing Address

2890 E. LA CRESTA AVENUE

Mailing Address - City

ANAHEIM

Mailing Address - State

CA

Mailing Address - Zip

92806

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (10)

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ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC,
(a California corporation)**

June 3rd, 2025

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer and Jay Kirschner is the Vice President, Secretary and Treasurer (the "Officers"), both with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.



RESOLVED FURTHER, that the Officer(s) are hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]



ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

X

Corey Kirschner
Chief Executive Officer

X

Anthony Steen
President

X

Richard DeVos
Chief Financial Officer

X

Jay Kirschner
Vice President, Secretary, Treasurer

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities to all Employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transgender status, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

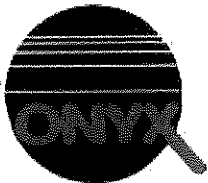
The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.



COREY R. KIRSCHNER
CEO, PRES, VP, SEC, TREA



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ONYX PAVING COMPANY, INC.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 2890 E. LA CRESTA AVE.	Requester's name and address (optional)	
6 City, state, and ZIP code ANAHEIM, CA 92806		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
3	3		-	0	3	9	4	3
							4	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 03/27/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780	CONTACT NAME: Michael Tran PHONE (A/C, No, Ext): 714-824-8384 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: michael.tran@wgbib.com
INSURED Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim CA 92806-1816	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Comp INSURER B: Zurich American Insurance Comp INSURER C: Scottsdale Indemnity Co INSURER D: INSURER E: INSURER F:

License#: 0F69771
ONYXPAV-01

COVERAGES		CERTIFICATE NUMBER: 1519793494		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			BCS2000426	3/14/2024	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP106300605	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		WC106300505	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 12 19 and CG 20 37 12 19
GL Additional Insured State-Permits Form #CG 20 12 12 19
GL Primary and Non-Contributory Form #CG 20 01 12 19
GL Waiver of Subrogation Form #CG 24 04 12 19
GL Per Project Form #GLS-332s 01 12
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

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BA20250508272



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

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

For Office Use Only

-FILED-

File No.: BA20250508272

Date Filed: 3/11/2025

B3511-3304 03/11/2025 9:31 AM Received by California Secretary of State

Entity Details			
Corporation Name	ONYX PAVING COMPANY, INC.		
Entity No.	1659076		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	2890 E LA CRESTA AVE ANAHEIM, CA 92806		
Mailing Address of Corporation			
Mailing Address	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
Attention	Joan Ward		
Street Address of California Office of Corporation			
Street Address of California Office	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
Officers			
Officer Name	Officer Address	Position(s)	
Corey Kirschner	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Chief Executive Officer	
Richard DeVos	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Chief Financial Officer	
Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Secretary	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
Jay Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806	Treasurer	
☒ Anthony Steen	2890 E LA CRESTA AVE ANAHEIM, CA 92806	Other	President
Directors			
Director Name	Director Address		
Anthony Steen	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
Corey Kirschner	2890 E. LA CRESTA AVE. ANAHEIM, CA 92806		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	COREY KIRSCHNER		
Agent Address	2890 E. LA CRESTA AVE ANAHEIM, CA 92806		

Type of Business	ASPHALT PAVING AND CONCRETE SERVICES
Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment	No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.
Electronic Signature	☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.
<u>Joan Ward</u> Signature	<u>03/11/2025</u> Date

California Environmental Protection Agency
Air Resources Board

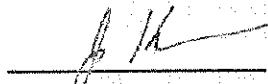
January 1, 2025

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

is issued to

ONYX PAVING COMPANY, INC.

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



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

Off-road Diesel Fleet Identification

2694

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

City of Aliso Viejo

AGENDA ITEM



DATE: August 20,2025

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FIRST AMENDMENT TO THE AGREEMENT WITH UNITED BUILDING AND DEVELOPMENT SERVICES, LLC FOR PLUMBING MAINTENANCE SERVICES

Recommended Actions:

1. Approve a first amendment to the agreement with United Building and Development Services, LLC to perform Plumbing maintenance services that extends the term one year and increases the total compensation under the agreement by \$35,000 for a total amount of \$85,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

Fiscal Impact:

The contractor fee for this work is estimated to be \$15,000 in FY 2025-26 for as-needed maintenance and is included in the FY 2025-26 budget. Contingency funds in the amount of \$20,000 are included in the agreement amendment to cover unanticipated larger repairs that may arise. All plumbing expenses are authorized by staff as needed prior to completion of work.

Background:

The City currently owns and maintains five (5) City facilities requiring plumbing maintenance: Aliso Viejo Center, Aquatic Center, Iglesia Park Community Center, City Hall, and Aliso Viejo Ranch.

Staff issued an RFP for Plumbing Maintenance Services at City Facilities in 2022. United Building Services was selected as the Plumbing maintenance contractor for all facilities for an initial agreement amount of \$50,000.

Discussion:

Staff recommends United Building Services to provide the Plumbing Maintenance services because of their current experience in providing such services for the city, and

their timely response to all work order calls. Plumbing maintenance services range widely in cost and are difficult to predict in advance. The increase in total compensation of \$35,000 will cover the \$15,000 budgeted for facility plumbing services and provide contingency for any unanticipated larger work orders.

United Building Services will continue to provide the requested on-call service at Aliso Viejo and Aquatic Centers, City Hall, Iglesia Park Community Center, and Aliso Viejo Ranch. All work is completed as needed and will be authorized by staff prior to starting work. The extended term of the agreement will be from July 1, 2025, through June 30, 2026. The City has the option to renew the Agreement for one (1) additional one-year term.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO
FIRST AMENDMENT TO
PLUMBING MAINTENANCE SERVICES

1. PARTIES AND DATE.

This First Amendment to the **Professional Services Agreement for Plumbing Maintenance Services** (“First Amendment”) is entered into on the ____ day of _____, 2025, by and between the City of Aliso Viejo (hereinafter referred to as the “City”) and **United Building and Development Services, LLC.** (hereinafter referred to as the “Contractor”). City and Contractor are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for Plumbing Maintenance Services dated May 22, 2022 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation under the Agreement by Thirty-five Thousand Dollars (\$35,000.00).

3. TERMS.

3.1 Term.

Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from July 1, 2025 to June 30, 2026, unless earlier terminated as provided in the Agreement.

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **Eighty Five Thousand Dollars (\$85,000.00)** without written approval of the City Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit “B” attached hereto.

3.3 Declaration of Political Contributions. Prior to the City’s approval of this Amendment, Contractor shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of their employees, including any employee(s) that Contractor intends to assign to perform the Services described in this First Amendment.

3.4 Continuing Effect of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR PLUMBING MAINTENANCE SERVICES BETWEEN THE CITY
OF ALISO VIEJO AND UNITED BUILDING AND DEVELOPMENT SERVICES, INC.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement
on this ____ day of _____, 2025.

CITY OF ALISO VIEJO

Approved:

By: _____

Mitzi Ortiz
City Manager

ATTEST:

By: _____

Janet Martinez
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____

Ann Eifert
Director of Financial Services

**UNITED BUILDING AND
DEVELOPMENT SERVICES, LLC.**

**[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]**

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Consultant and all of Consultant's employees, including any employee(s) that applicant intends to assign to perform the work or services described in this Agreement:

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Print Name

Signature

NOTE: THIS DECLARATION IS INCLUDED AS PART OF THE AGREEMENT AND MUST BE SIGNED AND ATTACHED HERETO.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date

**EXHIBIT “A”
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR PLUMBING MAINTENANCE
SERVICES**

SCOPE OF SERVICES

The scope of services is to remain unchanged from the original Professional Services Agreement
for Plumbing Maintenance Services, dated May 22, 2022.

**EXHIBIT “B”
TO FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
PLUMBING MAINTENANCE SERVICES**

COMPENSATION

See attached.

EXHIBIT "B"
COMPENSATION

All Facilities:

One Person Crew Hourly Rate: \$190.00

Second Person Crew Hourly Rate: \$119.00

Emergency After-Hours (7 PM to 6 AM) Hourly Rate: \$354.00

Hydro-Jetting: At Additional Cost

Materials: Additional Cost + 20%

City of Aliso Viejo

AGENDA ITEM



DATE: August 20, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE AMENDING CHAPTERS 13.02 AND 13.04 OF THE ALISO VIEJO MUNICIPAL CODE, ADOPTING BY REFERENCE 2025 BUILDING AND FIRE CODES

Recommended Actions:

1. Conduct a public hearing for the second reading and adopt Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTERS 13.02 & 13.04 OF TITLE 13 OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING MODEL CODES INTO THE ALISO VIEJO MUNICIPAL CODE: (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH AMENDMENTS (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION; (6) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (7) CALIFORNIA ENERGY CODE, 2025 EDITION; (8) CALIFORNIA REFERENCED STANDARDS CODE, 2025 EDITION; (9) CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; (10) CALIFORNIA RESIDENTIAL CODE, 2025 EDITION, WITH AMENDMENTS; (11) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (12) CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 EDITION, WITH AMENDMENTS; AND (13) CALIFORNIA FIRE CODE, 2025 EDITION, WITH AMENDMENTS; and

2. Find that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15378(a) and 15061(b)(3) as the activity does not qualify as a project and is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment.

Fiscal Impact:

None.

Discussion:

On August 6, 2025, the City Council approved the introduction and first reading of the subject Ordinance by 5-0 vote. In addition, the City Council set the public hearing date for August 20, 2025, to consider the second reading and adoption of said Ordinance. If adopted, the Ordinance will take effect 30 days after adoption.

Attachment:

1. Ordinance
 - a. Exhibit "A" – Building Regulations
 - b. Exhibit "B" – Fire Regulations

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTERS 13.02 AND 13.04 OF TITLE 13 OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING MODEL CODES INTO THE ALISO VIEJO MUNICIPAL CODE: (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH AMENDMENTS (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION; (6) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (7) CALIFORNIA ENERGY CODE, 2025 EDITION; (8) CALIFORNIA REFERENCED STANDARDS CODE, 2025 EDITION; (9) CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION; (10) CALIFORNIA RESIDENTIAL CODE, 2025 EDITION, WITH AMENDMENTS; (11) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (12) CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 EDITION, WITH AMENDMENTS; AND (13) CALIFORNIA FIRE CODE, 2025 EDITION, WITH AMENDMENTS

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Aliso Viejo ("City") may adopt by reference the California Building Standards Code, 2025 Edition as provided in Title 24 of the California Code of Regulations and other model codes; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2025 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City desires to adopt the 2025 Edition of the California Building Standards Code and other model codes with the necessary local amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

WHEREAS, the Fire Marshal and Building Official have recommended that changes and modifications be made to the California Building Standards Code, and have advised that certain changes and modifications to said Code are reasonably necessary due to local conditions within the City of Aliso Viejo, and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City of Aliso Viejo; and

WHEREAS, the Fire Marshal and Building Official have also recommended that changes and modifications be made to the California Building Standards Code, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Aliso Viejo and do not modify a building standard pursuant to California Health & Safety Code Sections 17958, 17958.7, and/or 18941.5; and

WHEREAS, the City held a public hearing on August 20, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on July 24, 2025 and July 31, 2025; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Authority. The City Council enacts this Ordinance under the authority granted to the City as follows:

- A. California Government Code Section 50022 *et seq.* authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference;
- B. California Health & Safety Code Sections 17958.7 and 18941.5 authorize the City to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions.

Section 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(a) and 15061(b)(3) as the activity does not qualify as a project and is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. The City Council finds that the changes in this Ordinance are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, storms, flooding, high winds and fire. The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, section 15378(a)) and therefore is not a project subject to CEQA. It can also be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply updates existing building codes in compliance with the California Building Standards Code; and it will not result in any development or in any new activity with the potential to impact the environment. Therefore, it can be seen with

certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from CEQA.

Section 3. Findings. After receiving public testimony, reviewing the evidence submitted by Staff and discussing the proposed ordinance, the City Council hereby finds that the local amendments proposed to the California Building Code, California Residential Code, California Plumbing Code and California Fire Code, 2025 editions herein are supported by the following findings:

I. Climatic Conditions:

Amendments to Sections 202, 1505.1, 1505.1.3 and 3109.3 of the 2025 Edition of the California Building Code; Section 903.3.5.3 of the 2025 Edition of the California Fire Code; Sections R202, R301.2, 301.2(1), R902.1, R902.1.3, R902.2 and R1001.13 of the 2025 Edition of the California Residential Code are reasonably necessary due to the following climatic conditions:

1. Orange County and the City of Aliso Viejo are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. The warm climate encourages the proliferation of swimming pool construction which make modifications to the California Building Code ("CBC") relating to swimming pools desirable to adequately protect small children from drowning hazards. Furthermore, hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupting utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type fire-fighting apparatus above this height would place rescue personnel at increased risk of injury.

2. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's (Fire Department) ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

3. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage

capacities and consumption, and a limited amount of rainfall, future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and the inability to pump sufficient quantities of available water to floors in a fire.

4. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection methods will supplement normal Fire Department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent. In addition, untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wood roofs are carried by the wind to other locations and spread fire quickly.

II. Topographical Conditions:

Amendments to Sections 502.1, 903.2, and 903.2.8 of the 2025 Edition of the California Building Code; Section 903.3.1.1.1 of the 2025 Edition of the California Fire Code; and Sections R319.1, and R1001.13 of the 2025 Edition of the California Residential Code are reasonably necessary due to the following topographical conditions:

1. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to be built on. With much of the populated flatlands already built upon, future growth will occur in areas with steeper slopes and greater constraints in terrain.
2. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County with extended Fire Department emergency response times that exceed the 5-minute goal.
3. Placement of multiple occupancy buildings, location of arterial roads, and fire department staffing constraints due to recent revenue-limiting state legislation have made it difficult for the Fire Department to establish additional fire stations and provide manpower sufficient to respond to

fires in high density apartment or condominium buildings. Fire equipment does not allow easy access to areas of buildings greater than 55 feet above the point of vehicle access. These conditions create the need for built-in, on-site fire protection systems to protect occupants and property until fire-fighting apparatus and personnel arrive on the scene.

4. These topographical conditions collectively pose challenges to the Fire Department's response times. As a result, it is necessary to implement automatic on-site fire-extinguishing systems and other protective measures to safeguard both occupants and property.

III. Geological conditions:

Amendments to Section 1807.1.6 of the 2025 Edition of the California Building Code and Sections R301.2, 301.2(1), R301.9, R309.6, R313.1, R313.2, and R313.3.6.2.2 of the 2025 Edition of the California Residential Code are reasonably necessary due to the following geological conditions:

1. Orange County and the City of Aliso Viejo are located in a highly active seismic area. There are earthquake faults that run along both the northeastern and southwestern boundaries of Orange County. The Newport-Inglewood Fault Zone (NIFZ), which runs through Orange County, was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude, hypocenter off Newport Beach coast), which took 120 lives. The earthquake caused damage across a wide area - from Laguna Beach to Marina del Rey and inland to Whittier - and represents one of the greatest hazards to lives and property in the nation. Regional planning for recurrence is recommended by the State of California, Department of Conservation. There was also an earthquake in December 1989, with the epicenter located near the City of Irvine. The fault on which this quake occurred was unknown prior to this activity. The October 17, 1989, Santa Cruz earthquake resulted in only one major San Francisco fire in the Marina District, but when combined with the 34 other fires and over 500 responses, the Fire Department was operating to its maximum capability. The Marina District fire was difficult to contain because the main water distribution pipe burst during the earthquake. If more fires had been ignited by the earthquake, it would have been difficult for the Fire Department to contain them. Experts predict a major earthquake in the Orange County area within the next 50 years. This situation creates the need for both additional fire protection measures and automatic on-site fire protection for building occupants since a multitude of fires may result from breakage of gas and electric lines as a result of an earthquake. As noted by "Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, 1988, State Department of Conservation," page 59; "unfortunately,

barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

2. Traffic and circulation congestion presently existing in the City of Aliso Viejo often places Fire Department response time to fire occurrences at risk. This condition will be exacerbated by any major disaster, including any earthquake wherein damage to the highway system will occur. This condition makes the need for additional on-site protection for property occupants necessary.
3. The City of Aliso Viejo is located in a seismically active area. The viability of the public water system would be questionable at best after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 55-foot-level. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for occupants on upper floors.
4. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes in contact with soils are utilized.
5. Portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gases, liquids, and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary to implement appropriate mitigation.

Section 4: Building Regulations. Chapter 13.02 of Title 13 of the Aliso Viejo Municipal Code entitled “Building Regulations” is hereby repealed and replaced by reference with the California Building Code, Volumes 1 & 2, 2025 Edition; California Electrical Code, 2025 Edition, California Plumbing Code, 2025 Edition; California Mechanical Code, 2025 Edition; International Property Maintenance Code, 2024 Edition; California Administrative Code, 2025 Edition; California Energy Code, 2025 Edition; California Referenced Standards Code, 2025 Edition; California Existing Building Code, 2025 Edition; California Residential Code, 2025 Edition; California Green Building Standards Code, 2025 Edition; and the California Wildland Urban Interface Code, 2025 Edition; with the local amendments as set forth attached hereto as Exhibit “A.” The provisions of these Codes, as amended, shall constitute the Building Regulations of the City of Aliso Viejo. The Codes as adopted by reference and amended by the City are on file for public examination in the office of the Building Official.

Section 5: Fire Regulations. Chapter 13.04 of Title 13 of the Aliso Viejo Municipal Code entitled “2022 Edition of the California Fire Code” is retitled to “Fire Regulations” and is hereby repealed and replaced by reference with the California Fire Code, 2025 Edition, including the local amendments as set forth attached hereto as Exhibit “B.” The provisions of the California Fire Code, 2025 Edition, as amended, shall constitute the Fire Regulations of the City of Aliso Viejo. The Codes as adopted by reference and amended by the City are on file for public examination in the office of the Building Official.

Section 6: Effective Date. This ordinance, along with all codes referenced herein, shall take effect 30 days following its adoption.

Section 7: Repeal of Conflicting Ordinances. Upon the effective date of this ordinance, all former ordinances or parts thereof that conflict with or are inconsistent with the provisions of this ordinance, as adopted and amended herein, are hereby repealed.

Section 8: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrases, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional.

Section 9: City Clerk’s Certification. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duty designated posting places within the City and published once within 15 days after passage and adoption as required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance in the Office of the City Clerk five days prior to the date of adoption of this Ordinance, and, within fifteen days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 20th day of August, 2025.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Janet Martinez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ALISO VIEJO)

I, JANET MARTINEZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Ordinance No. 2025-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 20th day of August, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

JANET MARTINEZ,
CITY CLERK

(SEAL)

Exhibit “A”

Chapter 13.02 Building Regulations

CHAPTER 13.02 BUILDING REGULATIONS

13.02.010	Adoption of 2025 California Building Code and Related Codes.
13.02.020	Violations.
13.02.030	Board of Appeals.
13.02.040	Fees.
13.02.050	Administration.
13.02.060	Amendments to Chapter 1 of the California Building Code.
13.02.065	Amendments to Chapter 2 of the California Building Code.
13.02.070	Amendments to Chapter 5 of the California Building Code.
3.02.090	Amendments to Chapter 15 of the California Building Code.
13.02.095	Amendments to Chapter 18 of the California Building Code.
13.02.100	Amendments to Chapter 31 of the California Building Code.
13.02.120	Amendments to the California Residential Code.
13.02.130	Amendments to the California Wildland-Urban Interface Code.
13.02.135	Appendices.
13.02.140	Building deposits.

13.02.010 Adoption of 2025 California Building Code and Related Codes.

The city council, for the purpose of prescribing regulations for the erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the City, hereby adopts the following codes by reference and the amendments to these codes as set forth in this chapter:

- A. The California Building Code, 2025 Edition, Volumes 1 and 2, with amendments, as published by the International Code Council;
- B. The California Residential Code, 2025 Edition, with amendments, as published by the International Code Council;
- C. The California Electrical Code, 2025 Edition, as published by the National Fire Protection Association;
- D. The California Mechanical Code, 2025 Edition, as published by the International Association of Plumbing and Mechanical Officials;
- E. The California Plumbing Code, 2025 Edition, as published by the International Association of Plumbing and Mechanical Officials;
- F. The California Green Building Standards Code, 2025 Edition, as published by the California Building Standards Commission;

- G. The California Energy Code, 2025 Edition, as published by the International Code Council;
- H. The California Administrative Code, 2025 Edition, as published by the International Code Council;
- I. The California Referenced Standards Code, 2025 Edition, as published by the International Code Council;
- J. The California Existing Building Code, 2025 Edition, as published by the International Code Council;
- K. The International Property Maintenance Code, 2024 Edition, as published by the International Code Council;
- L. The California Fire Code, 2025 Edition, as published by the International Code Council.
- M. The California Wildland-Urban Interface Code, as published by the International Code Council.

The provisions of these codes as amended by this chapter and Chapter [13.04](#) of the Aliso Viejo Municipal Code (“Codes”) shall constitute the building regulations of the City of Aliso Viejo. The primary Codes and the Codes as adopted by reference and amended by the City are on file for public examination in the office of the Building Official. Such Codes are hereby adopted and incorporated as though set forth in full in this section.

13.02.020 Violations.

For all sections of the Codes including any and all amendments to these Codes included within this chapter, the following shall apply pertaining to violations and shall replace any sections of those Codes that pertain to violation.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the City, or cause same to be done, contrary to or in violation of any of the provisions of this chapter.

Any person, firm, or corporation violating any of the provisions of this chapter, shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted, and upon conviction of any such violation such persons shall be

punished by a fine of not more than \$1,000.00 or by imprisonment for not more than six months, or by both such fine and imprisonment.

13.02.030 Board of Appeals.

For all sections of the Codes, including any and all amendments included within this chapter, the following shall apply pertaining to the Board of Appeals and shall replace any sections of those Codes that pertain to the Board of Appeals.

In order to determine the suitability of alternate materials and methods of construction and provisions of these Codes, there shall be a Board of Appeals, consisting of five members, composed of the Mayor and the other members of the city council. Said members shall hold their respective membership on said Board of Appeals by reason of, and concurrently with their terms of service as council members and shall cease to be such members upon their ceasing to be such council members. The Building Official shall be the secretary of the board. The Board may adopt reasonable rules and regulations for conducting its investigations and shall render all its decisions and findings on contested matters, in writing to the Building Official, with a duplicate copy thereof to any appellant or contestant affected by any such decision or finding and may recommend to the city council such new legislation, if any, as is consistent therewith.

Three members of the Board shall constitute a quorum. The Mayor shall be the presiding officer of the Board, and in the Mayor's absence the Mayor Pro-Tem shall preside. Meetings shall be conducted in accordance with the Brown Act.

The Board shall have the right, subject to such limits as the city council may prescribe by resolution, to employ at the cost and expense of the city, such qualified individuals as the Board, in its discretion, may deem reasonably necessary in order to assist it in its investigations and making its findings and decisions.

13.02.040 Fees.

All fees set forth in sections of the Codes adopted by reference and amended by the City in Chapters 13.02 and 13.04 of the Aliso Viejo Municipal Code shall be as set forth by resolution of the city council.

13.02.050 Administration.

Chapter 1 of the 2025 California Building Code, as amended by the City in this Chapter, is hereby adopted as the administrative provisions of all the Codes in Chapters 13.02 and 13.04 of the Aliso Viejo Municipal Code.

13.02.060 Amendments to Chapter 1 of the California Building Code.

Chapter 1, Division II, Scope and Administration, is amended as follows:

Section 101.1, Title is amended to include the following:

These regulations shall be known as the Building Code of the City of Aliso Viejo, hereinafter referred to as “this code.”

Section 101.4, Referenced Codes is deleted in its entirety and replaced with the following:

101.4. Referenced Codes. The 2025 California Building Standards Code shall be considered part of the requirements of this code to the extent of each such reference.

Section 104.8, Liability is amended to include the following:

104.8. Liability. The provisions of this section shall apply if the Building Official or his/her authorized representative are employees of this jurisdiction and shall also apply if the Building Official or his/her authorized representatives acting under contract as agents of this jurisdiction.

Section 105.5, Expiration is amended as follows:

105.5. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit commences 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 each. The extension shall be requested in writing and justifiable cause demonstrated.

Time limitation for permit expiration as the result of code enforcement shall be as per notice of violation or as otherwise determined by the Building Official.

Section 105.8, Reconstruction, is added to read as follows:

105.8. Reconstruction. If the value of the reconstruction (or renovations) of a building is equal to or exceeds 75 percent of the value of the building, the entire building shall comply with the code provisions for new construction. The value of the reconstruction (or renovation) for a property shall include the value of all construction stemming from construction-related permits issued within the last two years.

Section 107.3, Examination of Documents, is amended to add a paragraph as follows:

An expedited review and permit issuance process shall be provided for EV charging stations, and simplified forms for submittal will be made available on City's website.

Section 109.4, Fees, is amended in its entirety to read as follows:

109.4. Fees. Failure to pay fees and obtain a permit before commencing work shall be deemed a violation of this chapter. A violation may result in an assessment, which includes double the required permit fees for work on a building, structure, mechanical, gas, electrical or plumbing system before obtaining the necessary permits. Payment of assessed fees shall not relieve any person from fully complying with the requirements of this chapter nor from any other penalties prescribed herein.

Section 111.5, Declaration of Intended Use, is added to read as follows:

111.5. Declaration of Intended Use. When required by the fire chief, with the concurrence of the Building Official, any or all owners of any occupancy may be required to record with the county recorder of the County of Orange a legal instrument of intended use. This legal instrument shall be called a declaration of intended use. The declaration of intended use shall be in accordance with the requirements of this section. It shall specifically state, by occupancy classification, all intended uses of all portions of the occupancy and may not be modified or withdrawn without the approval of the fire chief with the concurrence of the Building Official. Unapproved changes of occupancy or use can be cause for an immediate hearing before the Building Official and the fire chief or their designees. Such a hearing shall be conducted to rule on the revocation of the certificate of occupancy and the revocation of all permits issued to all owners, tenants, operators and occupants of all portions of the occupancy. The declaration of intended use shall be binding on all present and future owners, tenants, operators, and occupants.

SECTION 111.5.1, Certified Copies, is added to read as follows:

111.5.1. Certified Copies. A certified copy of the recorded declaration of intended use may be required to be filed with the Building Official and the fire chief before any certificate of occupancy and/or any

permits are issued to any or all owners, tenants, operators or occupants of the occupancy.

13.02.065 Amendments to Chapter 2 of the California Building Code.

Chapter 2, Definitions, is amended as follows:

Section 202, Definitions, is revised, to add the following definitions:

BARRIER A fence, wall, building wall, or any combination of these that completely surrounds the swimming pool and obstructs access to the swimming pool.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

The following definition in Section 202 is revised in its entirety to read as follows:

SWIMMING POOL. Any body of water created by artificial means which is designed, intended for use, or used for swimming or immersion purposes which has a water depth exceeding 18 inches. The term, "pool," includes swimming pools, spas, hot tubs, above-and below-ground, and vinyl-lined pools; pool does not include plumbing fixtures such as bathtubs nor does it apply to man-made lakes, reservoirs, farm ponds, or ponds used primarily for public park purposes, water conservation purposes, irrigation purposes or for the watering of livestock.

13.02.070 Amendments to Chapter 5 of the California Building Code.

Chapter 5, General Building Heights and Areas is amended to read as follows:

Section 502.1 Address Identification, is amended in its entirety to read as follows:

502.1. Address Identification. New and existing buildings shall be provided with approved address identification. The address identification

shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inches. For R-3 and other occupancies, the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where required by the Fire Code Official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

13.02.090 Amendments to Chapter 15 of the California Building Code

Chapter 15, Roof Assemblies and Rooftop Structures

TABLE 1505.1, Minimum Roof Assembly Classification for Types of Construction, is amended in its entirety to read as follows:

TABLE 1505.1^a
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m².

a. Unless otherwise required in accordance with the California Wildland-Urban Interface Code.

Section 1505.1.3, Roof Coverings Within All Other Areas, is added to read as follows:

1505.1.3. Roof Coverings Within All Other Areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

13.02.095 Amendment to Chapter 18 of the California Building Code

Chapter 18, Soils and Foundations

Section 1807.1.6, Prescriptive design of concrete and masonry foundation walls, is amended to read as follows.:

1807.1.6. Prescriptive design of concrete and masonry foundation walls. Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

13.02.100 Amendments to Chapter 31 of the California Building Code.

Chapter 31, Special Construction

Section 3109, Swimming Pools, Spas and Hot Tubs

3109.3 is added to read as follows:

3109.3, Residential Swimming Pools. Residential swimming pools shall be completely enclosed by a barrier complying with Sections 3109.3.1 through 3109.3.3.

3109.3.1. Barrier Height and Clearances. The top of the barrier must be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier must be two inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, at the maximum vertical clearance between the top of the pool structure and the bottom of the barrier must be four inches.

3109.3.1.1. Openings. Openings in the barrier must not allow passage of a 4-inch-diameter sphere.

3109.3.1.2. Solid Barrier Surfaces. Solid barrier surfaces which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

3109.3.1.3. Closely Spaced Horizontal Members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not be greater than 1 $\frac{3}{4}$ inches in width. Where there are decorative cutouts within vertical members, spacing with the cutouts shall not be greater than 1 $\frac{3}{4}$ inches in width.

3109.3.1.4. Widely Spaced Horizontal Members. Where the barrier is composed

of horizontal members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members must not be greater than 4 inches. Where there are decorative cutouts within vertical members, spacing must not be greater than 1 $\frac{3}{4}$ inches in width.

3109.3.1.5. Chain Link Dimensions. Mesh size for chain link fences must not be greater than 1 $\frac{3}{4}$ inches in width, unless the fence is provided with slats fastened at the top or bottom that reduce the openings to not more than 1 $\frac{3}{4}$ in width.

3109.3.1.6. Diagonal Members. Where the barrier is composed of diagonal members shall not be greater than 1 $\frac{3}{4}$ inches.

3109.3.1.7. Gates. Access gates must comply with the requirements of Sections 3109.3.1 through 3109.3.1.6 and must be equipped to accommodate a locking device. Pedestrian access gates must open outward away from the pool and must be self-closing and have a self-latching device. Doors or gates other than pedestrian access gates must have a self-latching device and must be equipped with lockable hardware or padlocks and must remain locked at all times when not in use. Release mechanisms must comply with Sections 1010.1.9 and 1109.13. Where release mechanisms of the self-latching device are located less than 60 inches above grade measured on the side of the barrier that faces away from the swimming pool, the release mechanism must be located on the pool side of the gate at least three inches below the top of the gate and the gate barrier may have no opening greater than one-half inch within 18 inches of the release mechanism.

3109.3.1.8. Dwelling Wall as a Barrier. Where a wall of a dwelling serves as part of the barrier, two safety devices must be provided in accordance with Section 115922 of the California Health and Safety Code.

3109.3.1.9. Pool Structure as a Barrier. Where an above-ground pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier that meets the requirements of Sections 3109.3.1.1 through 3109.3.1.8. Where the ladder or steps are secured, locked or removed, any opening shall not allow the passage of a 4-inch-diameter sphere.

3109.3.2. Indoor Swimming Pools. Wall surrounding indoor swimming pools shall not be required to comply with Section 3109.3.1.8. through 3109.3.3.

3109.3.3. Prohibited Locations. Barriers shall be located as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers. There shall be a clear zone of not less than 36" between the exterior of the enclosure and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the enclosure.

13.02.120 Amendments to the California Residential Code.

Chapter 2, Definitions, is amended as follows:

Section R202 Definitions is amended by adding “Barrier,” “OCFA” and “Spark Arrester” as follows:

BARRIER. A fence, wall, building wall, or any combination of these that completely surrounds the swimming pool and obstructs access to the swimming pool.

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
- 2.
3. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28 combustible vegetation.
- 4.

Chapter 3, Building Planning, is amended as follows:

SECTION R301.2, Climatic and Geographic Design Criteria, is amended as follows:

Table R301.2 Climatic and Geographic Design Criteria is amended in its entirety as follows.

**TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k		Weathering ^a	Frost line Depth ^b	Termite ^c					
Zero	110	No	D ₂ or E	Severe	12- 24"	Very Heavy	50	No	04-19- 2006 2006-082	0	64

MANUAL J DESIGN CRITERIA ⁿ

ELEVATION	LATITUDE	WINTER HEATING	SUMMER COOLING	ALTITUDE CORRECTION FACTOR	INDOOR DESIGN TEMPERATURE	DESIGN TEMPERATURE COOLING	HEAT TEMPERATURE DIFFERENCE
390	34	41	85		70	75	
COOLING TEMPERATURE DIFFERENCE	WIND VELOCITY HEATING	WIND VELOCITY COOLING	COINCIDENT WET BULB	DAILY RANGE	WINTER HUMIDITY	SUMMER HUMIDITY	
7			68	22		11 (50% RH)	

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The City of Aliso Viejo does not have any Flood Hazards Zones.

Section R308.1, Address Identification, is hereby revised in its entirety as follows:

R308.1. Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section R309.1, Townhouse Automatic Fire Sprinkler Systems, is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R309.2, One and Two-Family Dwellings Automatic Fire Sprinkler Systems, is hereby amended by modifying the exception as follows:

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R309.3.6.2.2, Calculation Procedure, is hereby revised in its entirety as follows:

R309.3.6.2.2. Calculation Procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.3.

Section R317.5.1, Fire Sprinklers, Attached Garages, and Carports With Habitable Space Above, is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Chapter 9, Roof Assemblies, is amended as follows:

Section R902.1, Roof Assemblies, is amended by revising it to allow only class A or B roofs as follows:

R902.1. Roofing Assemblies. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Section R902.1.2 is amended in its entirety by revising it to require a minimum Class B roof as follows:

R902.1.2. Roof Coverings In All Other Areas Other Than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI) Area. The entire roof

covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

Section R902.2, Fire-Retardant-Treated Shingles and Shakes, first paragraph is amended by revising it to allow only Class A or B treated wood roofs as follows:

R902.2. Fire-Retardant-Treated Shingles and Shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

Chapter 10, Chimneys and Fireplaces, is amended as follows:

Section R1001.14, Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices, is hereby added as follows:

R1001.14. Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section R1001.14.1, Gas-Fueled Devices, is hereby added as follows:

R1001.14.1. Gas-Fueled Devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department, and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Section R1001.14.2, Devices Using Wood or Fuels Other Than Natural Gas or Liquefied-Petroleum Gas, is hereby added as follows:

R1001.14.2. Devices Using Wood or Fuels Other Than Natural Gas or Liquefied Petroleum Gas. Fireplaces burning wood or other solid fuel shall

be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

Section R1001.14.3, Where Prohibited, is hereby added as follows:

R1001.14.3. Where Prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the fire code official that the location or design of the device should reasonably prevent the start of a wildfire.

13.02.130 Amendments to the California Wildland-Urban Interface Code

Chapter 6, Fire Protection Requirements, is amended as follows:

Section 602.4, Fuel Modification Plans, is hereby added as follows:

602.4. Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program."

13.02.135 Appendices

Appendix A is not adopted.
Appendix B is not adopted.
Appendix C is not adopted.
Appendix D is not adopted.
Appendix E is deleted in its entirety.
Appendix F is adopted in its entirety as amended by the SFM.
Appendix G is adopted in its entirety as amended by the SFM.
Appendix H is not adopted.
Appendix I is not adopted.

13.02.140 Building deposits.

- A. As a part of any application for, and prior to the issuance of, any building permit such as where damage may occur to public property, the applicant, if required, shall post a cash deposit in an amount established to cover the city's cost of opening and closing of the necessary files, administration of the permit status, and code enforcement, if necessary. The current deposit amount established for an encroachment permit is \$3,000.
- a. Any remaining portion of the deposit required by this section shall be returned to the applicant, without interest, upon completion of the work for which the building permit was issued, or upon the request of the applicant if the building permit application is withdrawn prior to commencement of work.
 - b. The deposit required by this section shall be forfeited entirely, and retained by the city as a penalty, if the applicant fails to comply with any provision of this code as it applies to the work for which the building permit was issued or if the applicant fails to request a refund of the deposit within 30 days of either expiration of the building permit or completion of the work for which the building permit was issued.
 - c. Nothing in this section shall preclude the city from initiating any enforcement or legal action for violation of any provision of this code.
 - d. For purposes of this section, "completion of the work" shall mean final inspection approval or issuance of a certificate of occupancy, as applicable.

Exhibit “B”

Chapter 13.04 Fire Regulations

Chapter 13.04 FIRE REGULATIONS

13.04.005	Adoption of the 2025 Edition of the California Fire Code.
13.04.010	Chapter 1, Scope and Administration, amended.
13.04.020	Chapter 2, Definitions, amended.
13.04.030	Chapter 3, General Requirements, amended.
13.04.040	Chapter 4, Emergency Planning and Preparedness, amended.
13.04.050	Chapter 5, Fire Service Features, amended.
13.04.060	Chapter 6, Building Services and Systems, as amended by the Office of the Fire Marshal (“SFM”)
13.04.070	Chapter 7, Fire and Smoke Protection Features, as amended by the SFM
13.04.080	Chapter 8, Interior Finish, Decorative Materials, and Furnishings, as amended by the SFM
13.04.090	Chapter 9, Fire Protection and Life Safety Systems, amended.
13.04.100	Chapter 10, Means of Egress, as amended by the SFM
13.04.110	Chapter 11, Construction Requirements for Existing Buildings, amended
13.04.120	Chapter 12, Energy Systems, as amended by the SFM
13.04.210	Chapter 21, Dry Cleaning, as amended by the SFM
13.04.230	Chapter 23, Motor Fuel-Dispensing Facilities and Repair Garages, as amended by the SFM
13.04.240	Chapter 24, Flammable Finishes, as amended by the SFM
13.04.250	Chapter 25, Fruit and Crop Ripening is not adopted
13.04.260	Chapter 26, Fumigation and Insecticidal Fogging is not adopted
13.04.280	Chapter 28, Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities, amended.
13.04.310	Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures, as amended by the SFM
13.04.320	Chapter 32, High-Piled Combustible Storage, as amended by the SFM
13.04.330	Chapter 33, Fire Safety During Construction and Demolition, as amended by the SFM
13.04.340	Chapter 34, Tire Rebuilding and Tire Storage, as amended by the SFM
13.04.500	Chapter 50, Hazardous Materials – General Provisions, amended
13.04.540	Chapter 54 Corrosive Materials, as amended by the SFM
13.04.550	Chapter 55, Cryogenic Fluids, adopted.
13.04.560	Chapter 56, Explosives and Fireworks, amended.
13.04.570	Chapter 57, Flammable and Combustible Liquids, as amended

- by the SFM
- 13.04.580 Chapter 58, Flammable Gases and Cryogenic Fluids, as amended by the SFM**
- 13.04.600 Chapter 60, Highly Toxic and Toxic Materials, adopted.**
- 13.04.800 Chapter 80, Referenced Standards, amended.**
- 13.04.850 Appendices**

13.04.010 Chapter 1, Scope and Administration, amended.

13.04.010 Adoption of the 2025 Edition of the California Fire Code.

The city council, for the purpose of prescribing regulations for the erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the city, hereby adopts the following codes by reference and the amendment to these codes as set forth in this chapter:

Except as hereinafter provided, the 2025 Edition of the California Fire Code, including Chapter 1 and applicable Appendices referenced in Section 13.04.850, as published by the International Code Council, is hereby adopted by the City of Aliso Viejo for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion hazards, save and except such portions as are hereinafter added, deleted, modified or amended. One copy of all the above is now on file in the office of the clerk for public inspection. This code is adopted with the same force and effect as though set out herein in full.

Section 113.4, Violation Penalties, is amended to read as follows:

113.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 113.4.2 Infraction and Misdemeanor, is hereby added as follows:

113.4.2 Infraction and Misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

13.04.020 Chapter 2, Definitions, amended.

Section 202, General Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

Section 202 General Definitions.

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

13.04.030 Chapter 3, General Requirements, amended.

Chapter 3 General Requirements. The City hereby adopts Chapter 3 in its entirety, with the exception of Sections 308.1.4, 311.5, 318 and with the following amendments:

Section 304.1.3, Vegetation, is hereby revised as follows:

304.1.3 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirements in urban-wildland interface areas shall be in accordance with Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 “Vegetation Management Guideline: Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program.”

Section 305.6, Hazardous Conditions, is hereby added as follows:

Section 305.6 Hazardous Conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared.

2. When an official sign is posted by the Fire Code Official, or a public announcement is made.

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the Fire Code Official.

Section 305.7, Disposal of Rubbish, is hereby added as follows:

305.7 Disposal of Rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

The title of Section 307, Open Burning, Recreational Fires and Portable Outdoor Fireplaces is hereby revised as follows:

Section 307 Open Burning, Recreational Fires, Fire Pits, Fire Rings, and Portable Outdoor Fireplaces

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices Used at Group R Occupancies, is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or Similar Devices Used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-Fueled Devices, is hereby added as follows:

307.6.1 Gas-Fueled Devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department, and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices Using Wood or Fuels Other Than Natural Gas or Liquefied-Petroleum Gas, is hereby added as follows:

307.6.2 Devices Using Wood or Fuels Other Than Natural Gas or Liquefied Petroleum Gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3 feet from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1, Where Prohibited, is hereby added as follows:

307.6.2.1 Where Prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone.
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324, Fuel Modification Requirements for New Construction, is hereby added as follows:

324.1 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325, Clearance of Brush or Vegetation Growth From Roadways, is hereby added as follows:

325.1 Clearance of Brush or Vegetation Growth From Roadways. The Fire Code Official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326, Unusual Circumstances, is hereby added as follows:

326.1 Unusual Circumstances. The Fire Code Official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327, Use of Equipment, is hereby added as follows:

327.1 Use of Equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

Section 327.2, Use of Equipment and Devices Generating Heat, Sparks or Open Flames, is hereby added as follows:

327.2 Equipment and Devices Generating Heat, Sparks or Open Flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If a 30-foot clearing cannot be achieved, then an alternative method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than 46 inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the Fire Code Official, or when such fires present a hazard as determined by the Fire Code Official.
4. Keep a cell phone nearby and call 911 immediately in case of fire.

Section 327.3, Spark Arresters, is hereby added as follows:

327.3 Spark Arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

13.04.040 Chapter 4, Emergency Planning and Preparedness, amended.

Chapter 4: Emergency Planning and Preparedness is adopted in only those sections and subsections adopted by the SFM along with the following amendment:

Section 407.5, Hazardous Materials Inventory Statement, is hereby revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the Fire Code Official, each application for a permit shall follow OCFA Guideline G-04 "Completion of the Chemical Classification" in accordance with Section 5001.5.2.

13.04.050 Chapter 5, Fire Service Features, amended.

Chapter 5, Fire Service Features, is hereby adopted in its entirety as amended by the SFM with the following amendments:

Section 501.1, Scope, is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the Fire Code Official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1, Emergency Responder Communication Coverage in New Buildings, is hereby deleted and replaced in its entirety as follows:

510.1 Emergency Responder Radio Coverage in New Buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the Fire Code Official that the radio coverage system is not needed, including but not limited to the following:

- a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
- b. Elevators.
- c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
- d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

- 2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the Fire Code Official shall have the authority to accept an automatically activated emergency radio coverage system.

13.04.060 Chapter 6, Building Services and Systems

Chapter 6, Building Services and Systems, is adopted in its entirety as amended by the SFM.

13.04.070 Chapter 7, Fire and Smoke Protection Features

Chapter 7, Fire and Smoke Protection Features, is adopted in its entirety as amended by the SFM.

13.04.080 Chapter 8, Interior Finish, Decorative Materials, and Furnishings

Chapter 8, Interior Finish, Decorative Materials and Furnishes, is adopted in its entirety as amended by the SFM.

13.04.090 Chapter 9, Fire Protection and Life Safety Systems, amended.

Chapter 9, Fire Protection and Life Safety Systems, is adopted in its entirety as amended by the SFM with the following amendments:

Section 903.2, Where Required, is hereby revised as follows:

903.2 Where Required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. New Buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.21, an automatic sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m²) as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10(3) or 903.2.10.1 of the California Fire Code.

2. Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet.
 - b. When an addition exceeds 2,000 square feet and the resulting building area exceeds 5,000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.
2. Existing R-3 Buildings: An automatic sprinkler system shall be installed

throughout when one of the following conditions exists:

- a. When the floor area of alterations within any two-year period exceeds 33% of gross floor area of the existing structure and the building gross floor area exceeds 3,600 square feet, or,
- b. An addition when the existing building is already provided with automatic sprinklers; or,
- c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.
- d. When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.
- e. An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 131113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

Section 903.3.1.1.1, Exempt Locations, is amended by revising Item 4 as follows:

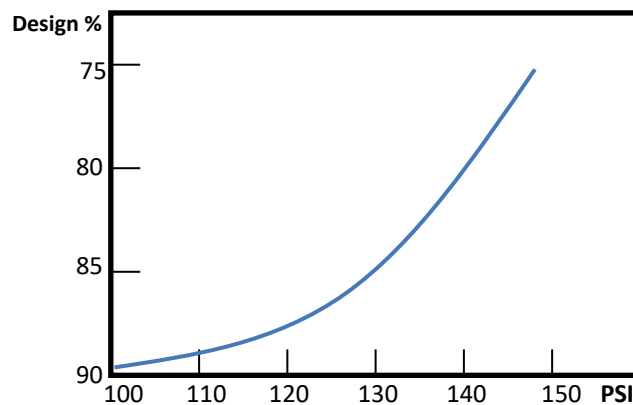
4. When approved by the Fire Code Official, spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, and associated electrical power distribution equipment, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire barriers constructed in accordance with Building Code Section 707 or not less than 2 hour horizontal assemblies constructed in accordance with Section 712, or both.

Section 903.3.5.3, Hydraulically Calculated Systems, is hereby added as follows:

903.3.5.3 Hydraulically Calculated Systems. The design of hydraulically calculated sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the Fire Code Official, the sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



13.04.100
Means of Egress

Chapter 10
Egress is adopted
as amended by

Chapter 10,

Means of
in its entirety
the SFM.

13.04.110 Chapter 11, Construction Requirements for Existing Buildings, amended.

Chapter 11, Construction Requirements for Existing Buildings, is adopted in only those sections and subsections adopted by the SFM.

13.04.120 Chapter 12, Energy Systems, amended.

Chapter 12, Energy Systems, is adopted in its entirety as amended by the SFM

13.04.210 Chapter 21 Dry Cleaning

Chapter 21, Dry Cleaning, is adopted in its entirety as amended by the SFM.

13.04.230 Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23, Motor Fuel-Dispensing Facilities and Repair Garages, is adopted in its entirety as amended by the SFM

13.04.240 Chapter 24 Flammable Finishes

Chapter 24, Flammable Finishes, is adopted in its entirety as amended by the SFM.

13.04.250 Chapter 25 Fruit and Crop Ripening

Chapter 25, Fruit and Crop Ripening, is not adopted.

13.04.260 Chapter 26 Fumigation and Insecticidal Fogging

Chapter 26, Fumigation and Insecticidal Fogging, is not adopted.

13.04.280 Chapter 28, Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities, amended.

Chapter 28, Lumber Yards and Woodworking Facilities, is adopted in its entirety with the following amendments:

Section 2801.2, Permit, is hereby revised as follows:

2801.2 Permit. Permits shall be required as set forth in Sections 105.5 and 105.5.31

Section 2808.2, Storage Site, is hereby revised as follows:

2808.2 Storage Site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surfaces. Sites shall be thoroughly cleaned, and approval obtained from the Fire Code Official before transferring products to the site.

Section 2808.3, Size of Piles, is hereby revised as follows:

2808.3 Size of Piles. Piles shall not exceed 15 feet (4572 mm) in height, 50 feet (15 240 mm) in width, and 100 feet (30 480 mm) in length.

Exception: The Fire Code Official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factors that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.3.1, Increase in Pile or Stack Size, is hereby deleted in its entirety.

Section 2808.4, Pile Separation, is hereby revised in its entirety as follows:

2808.4 Pile Separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile Fire Protection, is hereby revised in its entirety to read as follows:

2808.7 Pile Fire Protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-Handling Equipment, is hereby revised in its entirety to read as follows:

2808.9 Material-Handling Equipment. All material handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature Control, is hereby added as follows:

2808.11 Temperature Control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile Temperature Control, is hereby added as follows:

2808.11.1 Pile Temperature Control. Piles shall be rotated when the internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New Material Temperature Control, is hereby added as follows:

2808.11.2 New Material Temperature Control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperatures exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water Availability, is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1-hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping Area, is hereby added as follows:

2808.13 Tipping Areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.

3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency Contact, is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in an emergency situation.

Section 2808.15, Maximum Grid of Piles and Rows, is hereby added as follows:

2808.15 Maximum Grid of Piles. Row of Piles shall not exceed 500 feet by 500 feet by 500 feet. Grids shall be separated by a minimum 50-foot clear space used for no other purpose.

Section 2808.16, Push-Out / Clear Area, is hereby added as follows:

2808.16 Push-Out / Clear Area. Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any piles and shall be located a minimum of 20 feet from any building.

13.04.310 Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures, is adopted in its entirety as amended by the SFM.

13.04.320 Chapter 32 High-Piled Combustible Storage

Chapter 32, High-Piled Combustible Storage, is adopted in its entirety as amended by the SFM.

13.04.330 Chapter 33 Fire Safety During Construction and Demolition

Chapter 33, Fire Safety During Construction and Demolition, is adopted in its entirety as amended by the SFM.

13.04.340 Chapter 34 Tire Rebuilding and Tire Storage

Chapter 34, Tire Rebuilding and Tire Storage, is adopted in its entirety as amended by the SFM.

13.04.500 Chapter 50, Hazardous Materials – General Provisions, amended.

Chapter 50, Hazardous Materials – General Provisions, is adopted in its entirety as amended by the SFM with the following amendments.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the Fire Code Official, an application for a permit shall follow OCFA Guideline G-04 “Completion of a Chemical Classification”, which shall be completed and approved prior to approval of plans, and/or the storage use or handling of chemicals on the premises.

Section 5003.1.1.1, Extremely Hazardous Substances, is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

13.04.540 Chapter 54, Corrosive Materials, as amended by the SFM.

Chapter 54, Corrosive Materials, is adopted in its entirety as amended by the SFM.

13.04.550 Chapter 55, Cryogenic Fluids, adopted.

Chapter 55, Cryogenic Fluids, is adopted in its entirety without amendments.

13.04.560 Chapter 56, Explosives and Fireworks, amended.

Chapter 56, Explosives and Fireworks, is adopted in its entirety as amended by the SFM with the following amendments:

Section 5608.2, Firing, is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3, Application for Permit, is hereby added as follows

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

13.04.570 Chapter 57, Flammable and Combustible Liquids, adopted.

Chapter 57, Flammable and Combustible Liquids, is adopted in its entirety as amended by the SFM.

13.04.580 Chapter 58, Flammable Gases and Cryogenic Fluids, adopted.

Chapter 59, Flammable Gases and Cryogenic Fluids, is adopted in its entirety as amended by the SFM.

13.04.600 Chapter 60, Highly Toxic and Toxic Materials, adopted.

Chapter 60, Highly Toxic and Toxic Materials, is adopted in its entirety without any amendments.

13.04.800 Chapter 80, Referenced Standards, amended.

Chapter 80, Referenced Standards, is adopted in its entirety as amended by the SFM with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems, is hereby amended as follows:

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the Fire Code Official

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouse (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.3.223.4.16
- (2) Residential Sprinklers in accordance with the requirements of Chapter 12
- (3) Quick-response CMSA sprinklers
- (4) ESFR Sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the Fire Code Official. The size of piping and the number of 2½" inlets shall be approved by the Fire Code Official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

NFPA 13D, 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances, is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised as follows:

6.2.9 All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 feet (12 meters) from the building
 - a. For buildings less than 40 feet (12 meters) in height, a post indicator valve shall be permitted to be installed closer than 40 feet (12 meters) but at least as far from the building as the height of the wall facing the post indicator valve.
 - b. Post indicated valves shall be allowed to be closer than 40 feet (12 meters) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 feet (12 meters) away.
 - c. Post indicating valves shall be allowed to be closer than 40 feet (12 meters) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 feet (12 meters).
2. A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.
3. A backflow preventer with at least one indicating valve not less than 40 feet (12 meters) from the building.
 - a. For buildings less than 40 feet (12 meters) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 feet (12 meters) but at least as far from the building as the height of the wall facing the backflow preventer.
 - b. Backflow preventer valves shall be allowed to be closer than 40 feet (12 meters) to the building when a property line or other

physical barriers make it impossible to have a backflow preventer valve 40 feet (12 meters) away.

- c. Backflow preventer valves shall be allowed to be closer than 40 feet (12 meters) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 feet (12 meters)
- 4. Indicating control valves installed in a fire-rated room accessible from the exterior.
- 5. Indicating control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ
- 6. Any other valve type or location as permitted by the AHJ

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt, bituminous, or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the

center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

13.04.850 Appendices

Appendix A is not adopted.

Appendix B is adopted in its entirety as amended by the SFM.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the SFM.

Appendix CC is adopted in its entirety.

Appendix D is not adopted.

Appendix E is not adopted.

Appendix F is not adopted.

Appendix G is not adopted.

Appendix H is adopted in its entirety.

Appendix I is not adopted.

Appendix J is not adopted.

Appendix K is not adopted.

Appendix L is not adopted.

Appendix M is not adopted.

Appendix N is not adopted.

Appendix O is not adopted.

Appendix P is not adopted.

City of Aliso Viejo

AGENDA ITEM



DATE: August 20, 2025

TO: Mayor and City Council

FROM: Rose Rivera, Senior Planner
So Kim, Community Development Director

SUBJECT: CONCEPT PLAN REVIEW FOR AN OUTDOOR DINING AREA FOR
WEBB'S GRAINWORKS AT 7 JOURNEY

Recommended Action:

Review and provide initial feedback on concept plans for an outdoor dining area for Webb's Grainworks at 7 Journey ("Project").

Fiscal Impact:

None.

Background:

On January 20, 2021, the City Council approved Planning Application PA18-020 for a conditional use permit to establish a distillery, microbrewery, and restaurant for Webb's Grainworks. Subsequently, on January 19, 2022, the City Council approved Planning Application PA21-014 for modifications to the exterior façade and parking lot. On June 12, 2025, Marc Levine, representing Webb's Grainworks ("Applicant"), submitted a preapplication to establish an outdoor dining area in the parking lot in conjunction with their existing restaurant.

Discussion:



Existing Site: The existing site shown highlighted in the image to the left, measures approximately 2.5 acres (109,527 square feet) in size. The site is developed with a 20,371 square foot building comprised of Webb's Grainworks and a warehouse for personal storage use. The site is located within a larger business park, consisting of outpatient medical, light industrial, fitness facilities and general office uses. The General Plan land use and zoning designations for the site are Business Park and Business Park 1.

Proposed Project: The proposed outdoor dining area would be located in the parking lot directly in front of Webb's, resulting in the removal of five (5) parking spaces. Of the 10,563 square foot tenant suite for Webb's, only 3,615 square feet is currently used for restaurant operations. The remaining space is occupied by brewery functions, including production, storage, retail, and office areas. The Applicant proposes adding an outdoor dining area measuring approximately 432 to 576 square feet to allow for additional restaurant capacity to support increased revenue. Using materials compatible with the existing restaurant, the proposed outdoor dining area would feature wood and stainless steel, enhanced by potted plants, modular shades, and new lighting (Attachment 1).



Parking: To accommodate the proposed outdoor dining area, five (5) parking spaces would be removed. The table below shows the parking requirements for all uses within the building. With the new outdoor dining area, a total of 74 spaces would be required, but only 63 would be provided. This results in a parking deficit of 11 spaces, or 14.86%.

The applicant provided an Observed Parking Count (Attachment 3), conducted by RK Engineering Group on Friday, April 4, 2025. This study measured parking demand during the restaurant's peak hours (5:30 p.m. to 8:00 p.m.) on-site, on-street, and in the adjacent Ice Palace parking lot. The parking count indicated that the on-site parking demand was less than the 63 spaces that would be available after the five spaces are removed.

General Operations	Land Use	Square Ftg.	# Spaces/ Sq. Ft.	Required Parking
Distillery & Brewery Operations	Microbrewery ¹	3,615	1/80	45.2
	Production	822	1/400	2.0
	Storage	4,794	1/1,000	4.8
	Office	912	1/250	3.6
	Retail	420	1/200	2.1
	Proposed Outdoor Dining Area	525 ²	1/80	6.6
	<i>Subtotal for Webb's</i>	<i>11,088</i>		<i>64.3</i>
Storage	Storage	9,808	1/1,000	9.8
Total Parking Required				74
Total Proposed No. of Spaces Onsite				63
Parking Space Deficit				11
Parking Space Deficit Percentage				14.86%

¹ Includes indoor dining, bar, kitchen and restrooms.

² Square footage based on RK Engineering's Observed Parking dated April 4, 2025.

Entitlements: Pursuant to Section 15.22.190 of the Aliso Viejo Municipal Code ("AVMC"), outdoor dining areas requires approval of an administrative use permit ("AUP"), subject to regulations and findings established in AVMC Sections 15.22.190 and 15.74.040. The Project would also require an exception permit ("EP") for the 15% reduction in required parking spaces, subject to findings established in AVMC Sections 15.38.120.B.1 and 15.74.070. Furthermore, AVMC Section 15.70.030 states AUP and EP applications are reviewed administratively by the Community Development Director.

The following AUP and EP findings must be made to approve the Project.

1. Consistency with the General Plan. The land use is consistent with the general plan and any applicable specific plan.
2. Consistency with the Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.
3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.
4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.
5. That the proposed outdoor dining is accessory to the eating and drinking establishment.
6. That the accessory outdoor dining will not result in the reduction of existing parking spaces below that required for the restaurant use.
7. Given the specific conditions of the site and the adjacent area, the alternate parking standards will provide sufficient parking for the use(s) served.
8. The alternate parking standards comply with the purpose and intent of this chapter.

Staff recommends that the City Council review the conceptual plans and information provided in this report and provide feedback to the Applicant.

Public Notice:

On August 7, 2025, a public notice was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site.

Attachments:

1. Concept Plans
2. Pre-Application Letter
3. Observed Parking Counts dated April 4, 2025
4. Presentation

WEBB'S GRAINWORKS 7 JOURNEY, ALISO VIEJO

PROPOSED SIZE & LOCATION

- 27-36' wide, 16' deep and 5' tall
- Deck height to match curb height
- In front of building:

MATERIALS

- Wood (ipe) or pressure treated lumber
- Stainless steel and treated steel

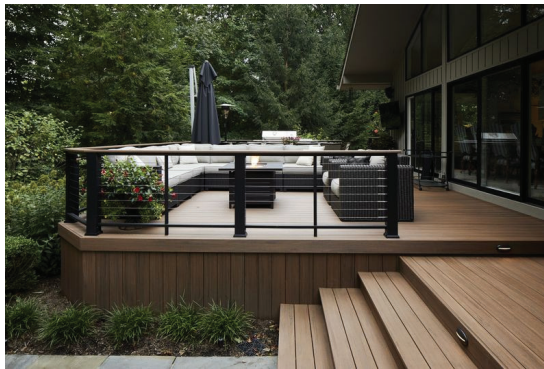
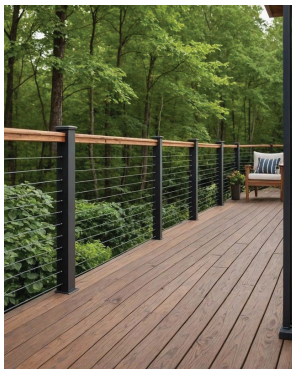
SEATING & USE

- Modular tables and chairs
- Dining/drink rail around perimeter

UTILITIES (None)



PATIO DECK FOR OUTDOOR DINING

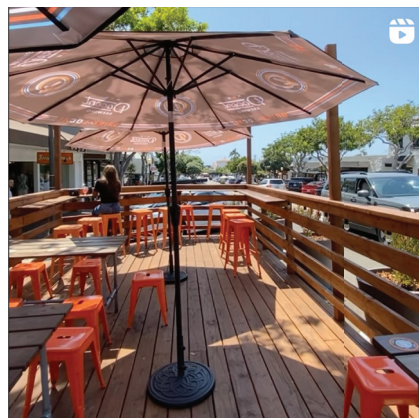


STYLE AND DECOR

- Utilize style, materials and color from interior and exterior of Webb's.
- Pot's with plants thoughtfully added to deck
- Daytime lighting with modular shade (umbrella, sail)
- Modular battery operated table lighting in evening
- Solar powered accent lighting

COMPARATIVE PROJECT

Docent Brewing, San Clemente CA
Completed June 2024



Inspiration images

CONCEPTUAL DRAWING 1



CONCEPTUAL DRAWING 2





WEBB'S GRAINWORKS, LLC
Distillery & Brewery
7 Journey, Aliso Viejo, CA 92656
Ph: 949-916-2113

June 11, 2025

Dear Aliso Viejo City Council,

This September will mark the 2-year point for us at Webb's Grainworks. In a state and climate where it is extremely difficult to start-up a small business, we have been extremely fortunate to have had the community rally around us and trust us with their patronage. However, with an employee base of 72 people and the burden of the costs associated with our spirits and beer production, we are still struggling to find ways to increase revenue to cover our basic operational needs.

Some things to consider:

1. Our building is roughly 21,000 square feet, and currently the restaurant at 5,000 square feet, the smallest part of my operation, is the only thing generating revenue.
2. We have made a huge investment here, and regardless of perception, are still years from turning a profit. We are looking for ways to increase our margins so we can begin to see some R.O.I.
3. Lastly, the main thing we do here is make whiskey and bourbon. These products must age for years before they are bottled and sold. Again, a large investment with no immediate return.

These I believe to be the most important points to consider. I know there is public perception that Webb's is "making money hand over fist". But I can assure you, as the sole proprietor, that is not the case. We believe that the addition of a patio dining area will increase our yearly sales by a substantial number and allow us to really start chipping away at the investment that we've made here in Aliso Viejo.

We are proposing a wooden patio in front of our building that would take a max. 5 of our parking spaces. Our initial parking study was done by RK Engineering in 2021 with a more recent follow-up done in April of this year. With the recent addition of street parking on Journey it shows that we have plenty of parking options. It also shows that the buildings on Journey are



only 45-50% occupied currently and none of our peak hours conflict with any of the businesses on Journey currently in operation.

Hopefully this information will make it easier for you to grant us approval. I thank you for your time, and look forward to seeing you all at Webb's.

Best,

Jeremy Webb
Owner, Webb's Grainworks

Webb's Grainworks
Observed Parking Counts¹
Friday, April 4, 2025

Time	Webb's Grainworks 7 Journey ²	Ice Palace 9 Journey	Total Parking Demand	Parking Spaces Available	Journey On-Street Parking
# of Parking Spaces	63	91	154		
5:30 PM	54	26	80	74	6
6:00 PM	57	33	90	64	10
6:30 PM	58	25	83	71	9
7:00 PM	56	24	80	74	9
7:30 PM	49	27	76	78	7
8:00 PM	54	24	78	76	2

¹ Observed Parking Counts completed by RK during typical operations and weather conditions.

² The proposed 525-square-foot patio will displace five (5) parking spaces. With 68 existing parking spaces, the parking inventory under project conditions will be 63 spaces.



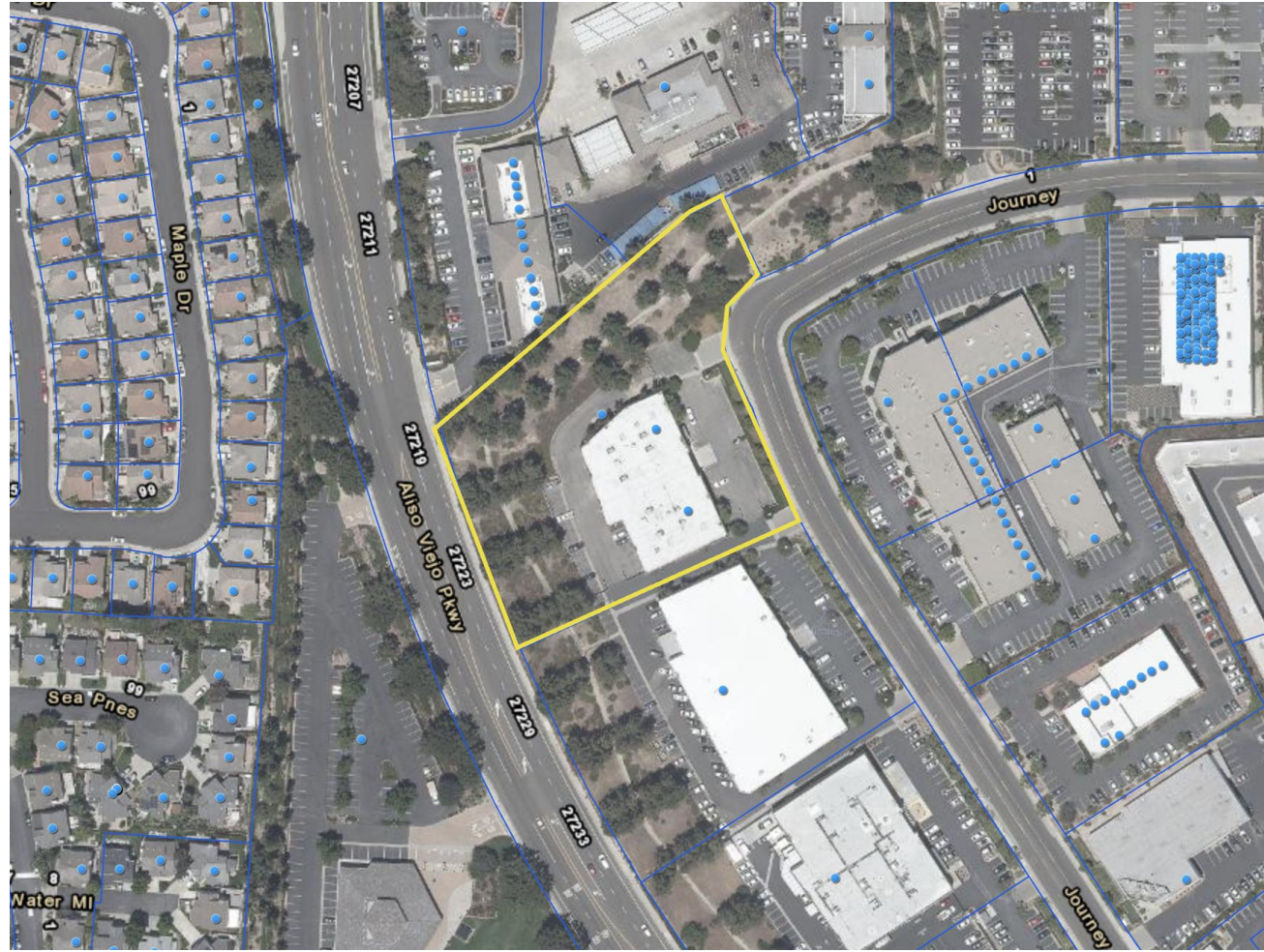
7 Journey - Webb's Grainworks

Concept Review

City Council
August 20, 2025

Existing Site

Property Information	
Total Building Square Footage	20,371
Square Footage of Suite	10,563
Existing Site Size	2.5 acres
Existing Conditions	One existing building with associated parking lot and landscaping
Zoning Designation	Business Park-1 (BP-1)
General Plan Designation	Business Park (BP)



Proposed Project



Parking

General Operations	Land Use	Square Footage	# Spaces/ Sq. Ft. ¹	Required Parking
Distillery & Brewery Operations	Microbrewery ¹	3,615	1 / 80	45.2
	Production	822	1 / 400	2.0
	Storage	4,794	1 / 1,000	4.8
	Office	912	1 / 250	3.6
	Retail	420	1 / 200	2.1
	New Outdoor Dining Area	525 ²	1 / 80	6.6
	<i>Subtotal for Webb's</i>	<i>11,088</i>		<i>64.3</i>
Storage	Storage	9,808	1 / 1,000	9.8
Total Parking Required				74
Total Proposed No. of Spaces Onsite				63
Parking Space Deficit				11
Parking Space Deficit Percentage				14.86%

¹ Includes indoor dining, bar, kitchen and restrooms.

² Square footage based on RK Engineering's Observed Parking dated April 4, 2025.

Required Findings

1. The land use is consistent with the general plan and any applicable specific plan.
2. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.
3. Processing and approval of the permit application comply with the requirements of the California Environmental Quality Act.
4. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.
5. That the proposed outdoor dining is accessory to the eating and drinking establishment.
6. That the accessory outdoor dining will not result in the reduction of existing parking spaces below that required for the restaurant use.
7. Given the specific conditions of the site and the adjacent area, the alternate parking standards will provide sufficient parking for the uses served.
8. The alternate parking standards comply with the purpose and intent of this chapter.

7 Journey - Webb's Grainworks

Concept Review

City Council
August 20, 2025