

CITY OF LOS ALAMITOS
3191 Katella Ave., Los Alamitos, CA 90720

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, March 15, 2021 – 6:00 p.m.

SAFETY ALERT – NOTICE REGARDING COVID-19

Due to COVID-19, the above meeting of the City of Los Alamitos City Council will be conducted by videoconference pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20. The public may access the meeting electronically or telephonically.

Pursuant to Executive Orders and given the current health concerns, members of the public may not attend the meeting in person. Members of the public can access the meeting by phone by dialing **+1 (301) 715-8592** and enter the **Meeting ID: 879 0050 4819**. Your microphone will be disabled upon entry for the duration of the meeting.

The public can submit comments to cityclerk@cityoflosalamitos.org with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM." Comments **received by 4:00 p.m.** will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting but the official record will include all email comments received until the close of the meeting.

Members of the public wishing to verbally deliver comments via the telephone conference can submit their requests to cityclerk@cityoflosalamitos.org **until the start of Oral Communications**. The City Clerk will compile a list of speakers who have indicated a desire to speak. Before the close of the meeting, the City Clerk will announce each speaker, enable the speaker's microphone, and begin the three minute timer. The speaker's microphone will automatically be disabled at the end of three minutes.

All speakers shall observe civility, decorum and good behavior. Any item submitted to the City Council during the meeting shall become public record and subject to applicable disclosure laws.

NOTICE TO THE PUBLIC – This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "for information" or "for discussion" may also be the subject of an "action" taken by the City Council at the same meeting.

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection online at www.cityoflosalamitos.org.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

Mayor Chirco

Mayor Pro Tem Hasselbrink

Council Member Bates

Council Member Doby

Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Council Member Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Chirco will give the Invocation.

5. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

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6. COUNCIL ANNOUNCEMENTS

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide Staff direction to report back or to place the

item on a future Agenda.

7. ITEMS FROM THE CITY MANAGER

8. WARRANTS

Ratify the Warrants for the period from February 5, 2021 to March 1, 2021, in the amount of \$793,569.38.

ROLL CALL

Mayor Chirco
Mayor Pro Tem Hasselbrink
Council Member Bates
Council Member Doby
Council Member Nefulda

9. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

ROLL CALL

Mayor Chirco
Mayor Pro Tem Hasselbrink
Council Member Bates
Council Member Doby
Council Member Nefulda

- A. Approval of Minutes (City Clerk)**
Approve the City Council Regular Minutes of February 15, 2021.

- B. Resolution 2021-03 – Establishing Regular Scheduled Dates for Commission Meetings (City Clerk)**
Throughout Title 2 of Los Alamitos Municipal Code, it is stated that the City Council will establish by Resolution regularly scheduled dates for the Commissions to meet. Adoption of this Resolution will solidify current practices into a formal policy.

Recommendation: Adopt Resolution 2021-03, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING REGULAR SCHEDULED DATES FOR COMMISSION MEETINGS."

- C. Second Amendment to Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos (Police)**
The City of Los Alamitos has contracted with the City of Long Beach for animal control services since FY 2001-02. This item proposes exercising the first of the City's two optional two-year extensions of the 2016

agreement for FY 2020-2021 & 2021-2022.

Recommendation: Authorize the Mayor to execute the Second Amendment to Agreement No. 343317 providing a two-year extension of the Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos, for the term of July 1, 2020 through June 30, 2022.

D. Approval of Request for Proposals (RFP) 2021-02 for Fireworks for the 4th of July Fireworks Spectacular (Recreation)

This item recommends action to facilitate the solicitation of bids for contractual services for the fireworks display at the 2021 4th of July Fireworks Spectacular.

Recommendations:

1. Approve the Request for Proposals (RFP) 2021-02 for the fireworks display at the 2021 4th of July Fireworks Spectacular; and,
2. Authorize Staff to advertise and solicit bid proposals.

E. Extension of Professional Services Agreement with Charles Abbott Associates for Building & Safety, NPDES Business Inspection Services, City Facilities Building Related Services (Development Services)

This item provides a basis for continuing services with Charles Abbott Associates (CAA) to provide Building & Safety, National Pollutant Discharge Elimination System (NPDES) Business Inspection Services and City facilities building related services for two more years. The current Professional Services Agreement (PSA) expires on June 30, 2021, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 3 of the Professional Services Agreement with Charles Abbott Associates.

F. Approval of Plans and Specifications, and Authorization to Bid for Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04) (Development Services)

This report recommends actions to begin facilitating the construction for the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04).

Recommendations:

1. Approve the Plans and Specifications for the construction of the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04).; and,

2. Authorize Staff to advertise and solicit bid proposals.

10. DISCUSSION ITEM

A. Southern California Association of Governments (SCAG) 2021 Virtual Regional Conference and General Assembly (City Clerk)

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held virtually on Thursday, May 6, 2021 at 11:00 a.m. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

Recommendations:

1. Appoint a representative to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,
2. Appoint a Council Member to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

11. CLOSED SESSION

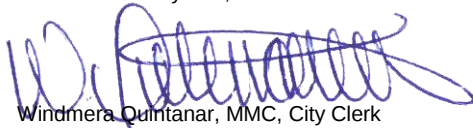
A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager – Annual Performance Evaluation

12. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the Los Alamitos City Hall, 3191 Katella Ave. and online at www.cityoflosalamitos.org not less than 72 hours prior to the meeting.



Windmer Quintanar, MMC, City Clerk

Dated: March 10, 2021

CITY OF LOS ALAMITOS

A/P Warrants

MARCH 15, 2021

To Ratify

Pages:

1-5	\$	152,078.64	Warrant	02/10/2021
6-10	\$	104,993.47	Warrant	02/24/2021
11	\$	9,223.95	February Retirees	03/01/2021
12	\$	143,991.42	Payroll	02/05/2021
13	\$	84,934.81	Benefits & Withholdings	02/05/2021
14	\$	146,438.70	Payroll	02/19/2021
15	\$	151,908.39	Benefits & Withholdings	02/19/2021
Grand Total		\$ 793,569.38		

The attached Warrant Register containing checks and electronic funds transfers for the period from February 5, 2021 to March 1, 2021, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

I hereby certify that the claims or demands covered by the forgoing listed warrants have been audited as to accuracy and availability of funds for payment thereof.

Certified by Craig Koehler, Interim Finance Director



this 3rd day of March, 2021

WARRANTS 02/10/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL AMERICAN ASPHALT	RETENTION- INVOICE- 190319 GENERAL FUND RETENTION- INVOICE- 190319 GENERAL FUND	GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL	\$,311.87 590.22 TOTAL: \$,902.09
ANDERSON ELECTRICAL & LIGHTING SERVICE	LOAD CALCULATION PANELS, C GENERAL FUND	GENERAL FUND	BUILDING MAINTENANCE TOTAL:	605.00 605.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL; JAN. 2021 GENERAL FUND	GENERAL FUND	PARK MAINTENANCE TOTAL:	490.00 490.00
BOARD OF EQUALIZATION	SALES & USE TAX 4Q20 (OCT- GENERAL FUND	GENERAL FUND	POLICE ADMINISTRATION TOTAL:	9.00 9.00
BORDIN SEMMER, LLP	JONATHAN VALENCIA CLAIM NEW YORK MARINE CLAIM	SELF INSURANCE TRU SELF INSURANCE TRU	INSURANCE INSURANCE TOTAL:	184.50 348.50 533.00
CALIFORNIA BUILDING STANDARDS	CBSG GREEN FEES (4TH QTR 2 GENERAL FUND BUILDING PERMIT	GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:	166.00 16.60- 149.40
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SERVICES- 11/2 GENERAL FUND WQMP INSPECTIONS- 11/2020 GENERAL FUND NPDES BUSINESS INSPE- 11/20 GENERAL FUND	GENERAL FUND GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NPDES NPDES TOTAL:	507.50 217.50 598.00 1,323.00
CHESTER SIMMONS	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL TOTAL:	1,962.49 1,962.49
CWAC INCORPORATED	PD 48-7, OLI CHANGE/WIPERB GARAGE FUND PD 48-S BATTERY AUXILIARY GARAGE FUND	GARAGE FUND GARAGE FUND	GARAGE GARAGE TOTAL:	181.75 635.11 816.86
COUNTY OF ORANGE TREASURER-TAX	PARKING CITES- 11/2020 GENERAL FUND PARKING CITES- 12/2020 GENERAL FUND OCATS: JANUARY 2020	GENERAL FUND GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL COMMUNICATIONS TECHNOL TOTAL:	501.50 1,601.00 1,273.33 3,375.83
CROSSTOWN ELECTRICAL & DATA, INC.	RETENTION PREVENTATIVE MAINT. DEC. 2 GENERAL FUND ARTERIAL STREET NAME SIGN PARK DEVELOPMENT	GENERAL FUND GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL STREET MAINTENANCE CAPITAL PROJECTS TOTAL:	1,186.25- 1,470.00 23,725.00 24,008.75
DEPARTMENT OF CONSERVATION	SMIP FEES 3RD/4TH QTR 2020 GENERAL FUND BUILDING PERMITS	GENERAL FUND GENERAL FUND	NON-DEPARTMENTAL NON-DEPARTMENTAL TOTAL:	1,021.72 51.09- 970.63
DISCOVERY BENEFITS, INC.	FLEX ADMIN SERVICES- JAN 2 GENERAL FUND	GENERAL FUND	ADMINISTRATIVE SERVICE TOTAL:	67.50 67.50
ECOFERT, INC.	FERTIGATION SERVICE-JAN 20 GENERAL FUND	GENERAL FUND	PARK MAINTENANCE TOTAL:	630.00 630.00
IRMA J. SANTOS	PD CAR WASHES REC. CAR WASH	GARAGE FUND GARAGE FUND	GARAGE GARAGE TOTAL:	190.00 20.00 210.00

WARRANTS 02/10/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ENTERPRISE FM TRUST	LEASE- FORD F-15; OCT. 20	GARAGE FUND	GARAGE	512.36
	LEASE FORD F-15; JAN 2021	GARAGE FUND	GARAGE	1,211.96
			TOTAL:	1,724.32
FEDEX	TAX FORMS IO IRS	GENERAL FUND	ADMINISTRATIVE SERVICE	34.65
	U.S. AUCTION PAPERWORK	GENERAL FUND	PUBLIC WORKS ADMIN	49.85
			TOTAL:	84.50
FIRE SERVICE CORP.	COMM. CENTER FIRE ALARM TE	GENERAL FUND	BUILDING MAINTENANCE	550.00
	LARGE KITCHEN HOOD-FIRE SY	GENERAL FUND	BUILDING MAINTENANCE	270.76
			TOTAL:	820.76
GANAHL LUMBER COMPANY	CAUTION TAPE ROLLS	GENERAL FUND	STREET MAINTENANCE	32.29
	EXTENSION CORD FOR COMM.CE	GENERAL FUND	BUILDING MAINTENANCE	11.84
	TARPS FOR RAIN/ MOUSE TRAP	GARAGE FUND	GARAGE	55.78
			TOTAL:	99.91
PRIMARY & MULTI-SPECIALTY CLINICS	PRE-EMPLOY-SAMPSON/MALATES	GENERAL FUND	NON-DEPARTMENTAL	140.00
			TOTAL:	140.00
GEORGE HILLS COMPANY, INC.	ADMIN/ CLAIMS MGT FEES- JA	GENERAL FUND	NON-DEPARTMENTAL	2,360.17
			TOTAL:	2,360.17
GOLDEN STATE CONSTRUCTORS	RETENTION FOR COMM CENTER	GENERAL FUND	NON-DEPARTMENTAL	1,682.50
			TOTAL:	1,682.50
GREENTECH LANDSCAPE, INC.	LANDSCAPE MAINTEN.- JAN 20	GENERAL FUND	PARK MAINTENANCE	6,368.54
			TOTAL:	6,368.54
HDL COREN & CONE	PROPERTY TAX SVCS. 1Q 2021	GENERAL FUND	ADMINISTRATIVE SERVICE	1,375.00
			TOTAL:	1,375.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SERVICES-FEB-2021	SELF INSURANCE TRU	INSURANCE	1,149.80
			TOTAL:	1,149.80
LISA A. LAURITSEN	QIGONG	GENERAL FUND	SPECIAL CLASSES	551.59
			TOTAL:	551.59
LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2021	GENERAL FUND	CITY COUNCIL	6,170.00
			TOTAL:	6,170.00
LOS ALAMITOS UNITED SCHOOL DISTRICT	50% SHARED WATER MCAULIFFE	GENERAL FUND	PARK MAINTENANCE	405.18
	50% SHARED WATER AT OAK MI	GENERAL FUND	PARK MAINTENANCE	1,990.36
			TOTAL:	1,985.54
MANHATTAN STITCHING COMPANY, INC.	FRONT DESK- STAFF POLOS	GENERAL FUND	SPORTS	999.92
			TOTAL:	999.92
METROPOLITAN WATER DISTRICT OF SO CAL	LEASE R.L.245 (FY 21-22 RE	GENERAL FUND	NON-DEPARTMENTAL	1,007.86
			TOTAL:	1,007.86
MISC. VENDOR	ANAHI BOCANEGRA	GENERAL FUND	NON-DEPARTMENTAL	276.00
	ANAHI BOCANEGRA	GENERAL FUND	NON-DEPARTMENTAL	48.00
	APRIL MORONES	GENERAL FUND	NON-DEPARTMENTAL	45.00
	APRIL MORONES	GENERAL FUND	NON-DEPARTMENTAL	4.00
	ARTURO RODRIGUEZ	GENERAL FUND	NON-DEPARTMENTAL	54.00

WARRANTS 02/10/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARTURO RODRIGUEZ	ARTURO RODRIGUEZ: REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
CARISA MONTTOOTH	CARISA MONTTOOTH: REFUND	GENERAL FUND	NON-DEPARTMENTAL	89.00
CARISA MONTTOOTH	CARISA MONTTOOTH: REFUND	GENERAL FUND	NON-DEPARTMENTAL	4.00
ERICA DOWNIE	ERICA DOWNIE: REFUND	GENERAL FUND	NON-DEPARTMENTAL	69.00
ERICA DOWNIE	ERICA DOWNIE: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
JULIE BRYANT	JULIE BRYANT: REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.00
JULIE BRYANT	JULIE BRYANT: REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
JULIA CAMERON	JULIA CAMERON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	83.00
JULIA CAMERON	JULIA CAMERON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
JAMIE DARBY	JAMIE DARBY: REFUND	GENERAL FUND	NON-DEPARTMENTAL	61.00
JAMIE DARBY	JAMIE DARBY: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
JESSICA HUGEN	JESSICA HUGEN: REFUND	GENERAL FUND	NON-DEPARTMENTAL	70.40
KELLY APPLING	KELLY APPLING: REFUND	GENERAL FUND	NON-DEPARTMENTAL	364.49
LIRON BRANNON	LIRON BRANNON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	67.20
LORRAINE SIMPSON	LORRAINE SIMPSON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	76.00
LORRAINE SIMPSON	LORRAINE SIMPSON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
NICHOLE HORTON	NICHOLE HORTON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	71.00
NICHOLE HORTON	NICHOLE HORTON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
REGGIE RANKIN	REGGIE RANKIN: REFUND	GENERAL FUND	NON-DEPARTMENTAL	55.00
REGGIE RANKIN	REGGIE RANKIN: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
VENUS JEW	VENUS JEW: REFUND	GENERAL FUND	NON-DEPARTMENTAL	26.00
VENUS JEW	VENUS JEW: REFUND	GENERAL FUND	NON-DEPARTMENTAL	14.00
	TOTAL:			1,612.09
NEWPORT EXTERMINATING	EXTERIOR TREATMENT PEST CO	GENERAL FUND	BUILDING MAINTENANCE	175.00
	15 BAIT STATIONS/ RODENT C	GENERAL FUND	BUILDING MAINTENANCE	60.00
	20 BAIT STATIONS REFILLED	GENERAL FUND	BUILDING MAINTENANCE	60.00
	INSPECTION FOR RODENT ACT.	GENERAL FUND	BUILDING MAINTENANCE	350.00
	TOTAL:			645.00
OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	50.86
	TOTAL:			50.86
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES OCT. 2020	GENERAL FUND	NON-DEPARTMENTAL	30,228.14
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	1,511.41
	CONNECTION FEES DEC. 2020	GENERAL FUND	NON-DEPARTMENTAL	945.00
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	47.25
	TOTAL:			29,614.48
LAURELINDA HAUSSON	YOUNG DOCTORS- PRE-MED ACA	GENERAL FUND	SPECIAL CLASSES	1,106.95
	TOTAL:			1,106.95
PENINSULA SEPTIC SERVICE, INC.	PUMP SECTIC/LITTLE COTTONW	GENERAL FUND	PARK MAINTENANCE	525.00
	PUMP SEPTIC- LITTLE COTTON	GENERAL FUND	PARK MAINTENANCE	525.00
	TOTAL:			1,050.00
PLUMBERS DEPOT INC.	FOR POT HOLES	GAS TAX	CAPITAL PROJECTS	1,761.84
	TOTAL:			1,761.84
QUADIENT LEASING USA, INC	POSTAGE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,279.09
	TOTAL:			1,279.09
QUALITY CODE PUBLISHING, LLC	SUPPLEMENT #30 ORD. 20-06	GENERAL FUND	CITY MANAGER	906.75
	TOTAL:			906.75
ROSSMOOR/LOS AL AREA SEWER	JAN/FEB/MAR 2021 PARKING R	GENERAL FUND	POLICE ADMINISTRATION	1,500.00

WARRANTS 02/10/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SANBON PRO APPAREL	MY CITY MY LOS AL - SHIRTS	GENERAL FUND	SPECIAL EVENTS	1,500.00
	TOTAL:			1,500.00
SCIENTIA CONSULTING GROUP, INC.	IT SERVICES- FEB. 2021	GENERAL FUND	ADMINISTRATIVE SERVICE	5,871.00
	BACKUP SERVER LICENSE-JAN	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	97.50
	CLOUD BACKUP LICENSE-JAN 2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33.00
	BACKUP CLOUD STORAGE -JAN	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.00
	TOTAL:			6,721.50
SITONE LANDSCAPE SUPPLY HOLDING, LLC	PALLET FOR SAND BAGS	GENERAL FUND	STREET MAINTENANCE	192.91
	MULCH FOR REAGAN STREET P	GENERAL FUND	STREET MAINTENANCE	91.79
	IRRIGATION SUPPLIES- Y.CEN	GENERAL FUND	PARK MAINTENANCE	62.34
	WALK ON BARK MULCH- RAGEN	GENERAL FUND	PARK MAINTENANCE	44.80
	TOTAL:			391.84
SOUTHERN CAL ASSOC. OF GOVERNMENTS	ANNUAL DUES FY 2020-2021	GENERAL FUND	CITY COUNCIL	1,117.60
	TOTAL:			1,117.60
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGN/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	271.77
	PARKS	GENERAL FUND	PARK MAINTENANCE	28.89
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	133.03
	TOTAL:			433.39
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE.	GENERAL FUND	BUILDING MAINTENANCE	350.78
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	408.24
	TOTAL:			758.97
ST. OF CALIFORNIA DEPT. OF JUSTICE	M.MALATESTA- FINGERPRINTIN	GENERAL FUND	NON-DEPARTMENTAL	32.00
	TOTAL:			32.00
TIME WARNER CABLE	CABLE SERVICES	GENERAL FUND	CITY MANAGER	71.88
	TIME WARNER CABLE	GENERAL FUND	COMMUNICATIONS TECHNOL	473.42
	TOTAL:			545.00
UNDERGROUND SERVICE ALERT OF SO CAL	ISAOL NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	46.30
	TOTAL:			46.30
VERIZON WIRELESS	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	162.51
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVA	30.02
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	243.42
	TOTAL:			435.95
VOYAGER FLEET SYSTEMS, INC.	VOYAGER FLEET SYSTEMS, INC	GARAGE FUND	GARAGE	4,568.89
	VOYAGER FLEET SYSTEMS, INC	GARAGE FUND	GARAGE	253.21
	TOTAL:			4,315.68
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	350.73
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	234.94
	TOTAL:			585.67
CHELSEI WILSON	CHELSEI WILSON	GENERAL FUND	NON-DEPARTMENTAL	2,267.49
	TOTAL:			2,267.49
WOODRAUFF, SPRADLIN & SMART	PRO. SERVICES- DEC 2020	GENERAL FUND	CITY ATTORNEY	14,960.00

WARRANTS 02/10/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PRO. SERVICES- DEC 2020	GENERAL FUND	CITY ATTORNEY	10,455.93
	PRO. SERVICES- DEC 2020	GENERAL FUND	CITY ATTORNEY	1,950.00
			TOTAL:	26,765.93

===== FUND TOTALS =====	
10 GENERAL FUND	116,935.86
20 GAS TAX	1,761.84
40 PARK DEVELOPMENT	23,725.00
50 GARAGE FUND	7,122.64
53 TECHNOLOGY REPLACEMENT	850.50
54 SELF INSURANCE TRUST	1,682.80

GRAND TOTAL:	152,078.64

TOTAL PAGES: 5

WARRANTS 02/24/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	BULLET PROOF VEST- D.TRAN	GENERAL FUND	PATROL	767.72
			TOTAL:	767.72
ADMSURE	WORKERS' COMP. CLAIMS- JAN SELF INSURANCE TRU INSURANCE			513.50
			TOTAL:	513.50
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 1/10-1/23	GENERAL FUND	TRAFFIC	6,888.96
			TOTAL:	6,888.96
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAWS (HILL) JAN 202	GENERAL FUND	PATROL	127.00
			TOTAL:	127.00
CARD INTEGRATORS CORPORATION	CITY-WIDE ID CARDS	GENERAL FUND	CITY COUNCIL	218.04
			TOTAL:	218.04
CWAC INCORPORATED	PD 48-3 CHECK ENGINE, OIL, GARAGE FUND		GARAGE	546.58
			TOTAL:	546.58
COUNTY OF ORANGE TREASURER-TAX	OCSD COMM QRT 10/1/20-12/3	GENERAL FUND	COMMUNICATIONS TECHNOL	1,224.00
	OCSD IQ ALLOCATION 1/21-03	GENERAL FUND	COMMUNICATIONS TECHNOL	4,032.00
	OC AFIS FEB 2021	GENERAL FUND	COMMUNICATIONS TECHNOL	515.00
			TOTAL:	5,771.00
DIETERITY DIAGNOSTICS INC.	COVID-19 TESTING KITS	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00
FRANCHISE TAX BOARD	TAX FILING FOR LOS AL FACI	GENERAL FUND	ADMINISTRATIVE SERVICE	10.00
			TOTAL:	10.00
FRONTIER COMMUNICATIONS	PHONE LINES-JAIL ALARMS/RO	GENERAL FUND	COMMUNICATIONS TECHNOL	242.18
			TOTAL:	242.18
GANAHL LUMBER COMPANY	EXTENSION CORD- PW	GENERAL FUND	STREET MAINTENANCE	19.71
	PLASTIC WRAP, PICK & HANDL	GENERAL FUND	STREET MAINTENANCE	68.93
	PAINT & SUPPLIES- PARK FEN	GENERAL FUND	PARK MAINTENANCE	114.28
			TOTAL:	202.92
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	3,314.83
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,757.63
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	883.55
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	2,420.05
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	7,528.42
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	2,228.24
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	633.64
			TOTAL:	19,763.36
JARED E. LLOYD	HCE RUN- FEBRUARY 4, 2021	GENERAL FUND	SPORTS	122.40
	HCE RUN - FEBRUARY 11, 2021	GENERAL FUND	SPORTS	54.40
			TOTAL:	176.80
KEVIN GARRETT	YOUTH BEG. TENNIS WEDNESDA	GENERAL FUND	SPECIAL CLASSES	182.00
	FEE WEE TENNIS THURSDAYS	GENERAL FUND	SPECIAL CLASSES	252.20
	YOUTH BEG. TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	322.40
	YOUTH INTERM. TENNIS THURS	GENERAL FUND	SPECIAL CLASSES	182.00
	YOUTH INTERM. TENNIS SATUR	GENERAL FUND	SPECIAL CLASSES	415.35
			TOTAL:	1,353.95

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	METER 10/30-2018-12/31/201	GENERAL FUND	ADMINISTRATIVE SERVICE	701.49
	COPIER METER USAGE-ADMIN	GENERAL FUND	ADMINISTRATIVE SERVICE	125.52
	COPIER METER USAGE-FINANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,280.11
	COPIER METER USAGE- ADMIN	GENERAL FUND	ADMINISTRATIVE SERVICE	142.06
	COPIER METER USAGE- FINANC	GENERAL FUND	ADMINISTRATIVE SERVICE	287.63
			TOTAL:	2,536.81
KONICA MINOLTA PREMIER	COPIER LEASE- ADMIN	GENERAL FUND	ADMINISTRATIVE SERVICE	503.09
	COPIER LEASE- FINANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	545.37
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER USAGE 10/19/20-1/19	GENERAL FUND	POLICE ADMINISTRATION	583.55
			TOTAL:	583.55
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	COPIER METER USAGE-REC	GENERAL FUND	RECREATION ADMINISTRATION	1,656.28
	COPIER METER USAGE- REC.	GENERAL FUND	RECREATION ADMINISTRATION	1,981.68
			TOTAL:	3,637.96
MISC. VENDOR	JULIE DUBAY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	51.00
	JANET JONES:REFUND	GENERAL FUND	NON-DEPARTMENTAL	95.00
	JANET JONES:REFUND	GENERAL FUND	NON-DEPARTMENTAL	49.00
	JANET JONES:REFUND	GENERAL FUND	NON-DEPARTMENTAL	17.00
	KIM DOAN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	389.20
	LAUREEN PARKS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	103.00
	LAUREEN PARKS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
	MEGAN SHIMADA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	36.99
	NICHOLE HORTON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	71.00
	NICHOLE HORTON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	MEGAN ZELLMER:REFUND	GENERAL FUND	NON-DEPARTMENTAL	73.00
			TOTAL:	902.19
ALAN MCCLINTOCK	MOBILE SVC. PD 2/14/21-2/1	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	868.00
			TOTAL:	868.00
OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	16.31
	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	149.70
	OFFICE SUPPLIES- STAPLES	GENERAL FUND	CITY MANAGER	15.65
			TOTAL:	181.66
PACIFIC TELEMANAGEMENT SERVICES	POLICE PAY PHONE- FEB. 202	GENERAL FUND	COMMUNICATIONS TECHNOLOGY	43.00
			TOTAL:	43.00
QUADRIENT LEASING USA, INC	LEASE PAYMENT	GENERAL FUND	ADMINISTRATIVE SERVICE	699.06
			TOTAL:	699.06
MULTI SERVICE TECHNOLOGY SOLUTIONS, IN	20/21 SAFETY SHOES	GENERAL FUND	PARK MAINTENANCE	260.00
			TOTAL:	260.00
REFLEX TRAFFIC SYSTEMS, INC.	JAN. 2021- INTERSECTION CO	GENERAL FUND	TRAFFIC	9,688.40
			TOTAL:	9,688.40
SUZANNE ROADY-ROSS	T'AI CHI CHIH (BEG/INTERM.	GENERAL FUND	SPECIAL CLASSES	124.80
			TOTAL:	124.80
SANBON PRO APPAREL	SPORTS AND REC. SHIRTS	GENERAL FUND	SPORTS	282.84
	JR. SUPERSTARS SHIRTS	GENERAL FUND	SPORTS	252.14

WARRANTS 02/24/2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SHI INTERNATIONAL CORP.	YOUTH BASKETBALL SHIRTS	GENERAL FUND	SPORTS	281.22
			TOTAL:	816.20
	APPLE IPAD	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		376.06
SIR SPEEDY			TOTAL:	376.06
	BUSINESS CARDS- KROEGMAN	GENERAL FUND	PATROL	67.68
	BUSINESS CARDS- RODRIGUEZ	GENERAL FUND	PATROL	67.68
	LETTERHEAD- CHIEF OF POLIC	GENERAL FUND	RECORDS	165.61
	LETTERHEAD- POLICE DEPARTM	GENERAL FUND	RECORDS	165.61
	BUSINESS CARDS-ALAN CHAMBE	GENERAL FUND	BUILDING INSPECTION	62.27
			TOTAL:	528.85
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNS/ ST. LIGHTS	GENERAL FUND	STREET MAINTENANCE	14,010.41
	PARKS	GENERAL FUND	PARK MAINTENANCE	195.42
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	17.77
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	26.42
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	2,386.10
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,404.66
			TOTAL:	18,040.78
SPORTSWEAR UNLIMITED CORPORATION	SHIRTS FOR STAFF UNIFORM	GENERAL FUND	SPORTS	1,194.33
			TOTAL:	1,194.33
ST. OF CALIFORNIA DEPT. OF JUSTICE	JAN. 2021- FINGERPRINT APP	GENERAL FUND	NON-DEPARTMENTAL	66.00
	FINGERPRINTS-SIMPSON, PHIL	GENERAL FUND	NON-DEPARTMENTAL	32.00
	FINGERPRINTS-SIMPSON, PHIL	GENERAL FUND	NON-DEPARTMENTAL	32.00
			TOTAL:	130.00
NANCY K. BOHL INCORPORATED	CONTRACTED SVCS. JAN 2021	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	CITY MANAGER	1,734.00
	PHONE SERVICE	GENERAL FUND	CITY MANAGER	48.79
	CABLE SVCS. 2/02/21-3/01/2	GENERAL FUND	COMMUNICATIONS TECHNOL	135.72
			TOTAL:	1,918.51
U.S. BANK	COUNCIL PHOTO'S FOR CITY H	GENERAL FUND	CITY COUNCIL	21.50
	ZOOM ADD ON FOR COUNCIL -1	GENERAL FUND	CITY COUNCIL	32.52
	SUBSCRIPTION- ADOBE (CREDI	GENERAL FUND	CITY MANAGER	33.99-
	SUBSCRIPTION- ADOBE	GENERAL FUND	CITY MANAGER	33.99
	SUBSCRIPTION- ADOBE- ERROR	GENERAL FUND	CITY MANAGER	33.99
	SUBSCRIPTION-REGISTER	GENERAL FUND	CITY MANAGER	10.00
	SUBSCRIPTION- ACROBAT	GENERAL FUND	CITY MANAGER	14.99
	NNA-NOTARY RENEWAL (QUINTA	GENERAL FUND	CITY MANAGER	669.42
	DELL MODULE SERVER	GENERAL FUND	ADMINISTRATIVE SERVICE	110.00
	SUPPLIES-CLIPS/RECEIPT BOO	GENERAL FUND	ADMINISTRATIVE SERVICE	199.99
	SUBSCRIPTION- ADOBE	GENERAL FUND	ADMINISTRATIVE SERVICE	14.99
	SUPPLIES- TAX FORMS/ 1099	GENERAL FUND	ADMINISTRATIVE SERVICE	57.68
	SUPPLIES- TAX FORMS/ W-2	GENERAL FUND	ADMINISTRATIVE SERVICE	66.99
	SUPPLIES- TAX FORMS/ W-2	GENERAL FUND	ADMINISTRATIVE SERVICE	33.50
	SUBSCRIPTION-SITEGROUND WE	GENERAL FUND	ADMINISTRATIVE SERVICE	80.00
	2021 PD CALENDARS	GENERAL FUND	POLICE ADMINISTRATION	91.99
	SUPPLIES- GORILLA SUPER GL	GENERAL FUND	POLICE ADMINISTRATION	3.22
	SUBSCRIPTION-ADOBE	GENERAL FUND	POLICE ADMINISTRATION	14.99
	SUBSCRIPTION-ZOOM	GENERAL FUND	POLICE ADMINISTRATION	157.40

VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
NON-CRIMINAL BARRICODE COURSE	GENERAL FUND	POLICE ADMINISTRATION	516.00
BACKGROUND INVEST. COURSE	GENERAL FUND	POLICE ADMINISTRATION	470.00
SERVICE FEE FOR COURSE	GENERAL FUND	POLICE ADMINISTRATION	12.46
MOBILE SURVEILLANCE COURSE	GENERAL FUND	POLICE ADMINISTRATION	120.00
SUPPLIES- SCOTCH TAPE	GENERAL FUND	PATROL	25.55
SUPPLIES-FILE FOLDERS/BAND	GENERAL FUND	PATROL	27.98
SUPPLIES-2021 CA VEHICLE C	GENERAL FUND	PATROL	517.75
SUPPLIES- INK CARTRIDGES	GENERAL FUND	PATROL	353.41
SUPPLIES-EVIDENCE CD/DVD	GENERAL FUND	PATROL	112.95
SUPPLIES-ANTIBACTERIAL SOA	GENERAL FUND	PATROL	8.18
UPS SHIPPING LABELS-3 SHOT	GENERAL FUND	PATROL	120.00
PATROL CAR WASH-#1 FOR DEC	GENERAL FUND	PATROL	10.00
PATROL CAR WASH-#2 FOR DEC	GENERAL FUND	PATROL	10.00
PATROL CAR WASH-#3 FOR DEC	GENERAL FUND	PATROL	10.00
PATROL CAR WASH-#4 FOR DEC	GENERAL FUND	PATROL	10.00
PATROL CAR WASH-#5 FOR DEC	GENERAL FUND	PATROL	10.00
SUPPLIES-DATE STAMP	GENERAL FUND	RECORDS	26.88
SUPPLIES-TAPE PADS LIVESCA	GENERAL FUND	RECORDS	120.18
IAPE MEMBERSHIP DUES MCDOW	GENERAL FUND	RECORDS	50.00
SUPPLIES-6x9 BROWN ENVELOP	GENERAL FUND	RECORDS	50.05
CASHIER SHIELD- MARIA'S DE	GENERAL FUND	COMMUNITY DEVEL ADMIN	202.21
MAGNETIC DRY ERASE WHITEBO	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.83
DRY ERASE WHITEBOARD- CRED	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.83-
SUPPLIES- CALENDAR	GENERAL FUND	COMMUNITY DEVEL ADMIN	8.20
DUES-CODE ENFORCEMENT MEMB	GENERAL FUND	NEIGHBORHOOD PRESERVA	95.00
DUES-CODE ENFORCEMENT ASSO	GENERAL FUND	NEIGHBORHOOD PRESERVA	95.00
INK CARTRIDGE FOR PRINTER	GENERAL FUND	PUBLIC WORKS ADMIN	100.21
SUPPLIES FOR BREAKROOM	GENERAL FUND	PUBLIC WORKS ADMIN	92.30
MOTION SENSOR LITTLE COTTO	GENERAL FUND	STREET MAINTENANCE	64.59
LIGHT PART- LITTLE COTTONW	GENERAL FUND	STREET MAINTENANCE	61.98
TOW HITCH FW TRUCK	GENERAL FUND	STREET MAINTENANCE	107.74
LIGHTING FOR LITTLE COTTON	GENERAL FUND	PARK MAINTENANCE	47.36
PARK LIGHTING- LITTLE COTT	GENERAL FUND	PARK MAINTENANCE	178.56
PLANTS- REAGAN STREET PROJ	GENERAL FUND	PARK MAINTENANCE	173.73
PUBLIC WORKS HATS	GENERAL FUND	BUILDING MAINTENANCE	330.95
LIGHT BULBS AND HOOKS	GENERAL FUND	BUILDING MAINTENANCE	68.76
DAY CAMP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	46.64
SUBSCRIPTION-ZOOM	GENERAL FUND	RECREATION ADMINISTRA	15.74
CPRS AWARDS NOMINATION-M.P	GENERAL FUND	RECREATION ADMINISTRA	70.00
CPRS AWARDS NOMINATION-HOS	GENERAL FUND	RECREATION ADMINISTRA	70.00
PARALLELS SYSTEM- M. SHIMA	GENERAL FUND	RECREATION ADMINISTRA	99.99
SUBSCRIPTION-SESAC MUSIC L	GENERAL FUND	RECREATION ADMINISTRA	483.00
CANNON-NOV. 2020	GENERAL FUND	RECREATION ADMINISTRA	413.10
CANNON- JULY. 2020	GENERAL FUND	RECREATION ADMINISTRA	175.53
SUPPLIES- CALIFORNIA FLAGS	GENERAL FUND	RECREATION ADMINISTRA	281.67
SUBSCRIPTION-CPRS AGENCY-N	GENERAL FUND	RECREATION ADMINISTRA	441.00
SUPPLIES-LAMINATING SYSTEM	GENERAL FUND	RECREATION ADMINISTRA	688.48
DIRECT TV FOR EOC - JAN 20	GENERAL FUND	RECREATION ADMINISTRA	61.44
SUPPLIES- AMERICAN FLAGS	GENERAL FUND	RECREATION ADMINISTRA	232.50
SUPPLIES-SOCIAL MEDIA VIDE	GENERAL FUND	RECREATION ADMINISTRA	51.18
2020 CPRS SUBMISSION-LOSAL	GENERAL FUND	RECREATION ADMINISTRA	70.00
2020 CPRS SUBMISSION-SERVE	GENERAL FUND	RECREATION ADMINISTRA	70.00
CANNON- DEC. 2020	GENERAL FUND	RECREATION ADMINISTRA	439.74
DRONE LICENSE TESTING- S.KI	GENERAL FUND	RECREATION ADMINISTRA	96.00
SUBSCRIPTION- ADOBE ITRINI	GENERAL FUND	RECREATION ADMINISTRA	14.99
SUBSCRIPTION- MAILCHAMP	GENERAL FUND	RECREATION ADMINISTRA	289.00

WARRANTS 02/24/2021

VENDOR SORI KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUBSCRIPTION- ADOBE (EMELI GENERAL FUND		RECREATION ADMINISTRAT	29.99
	SUBSCRIPTION- APPLE STORAG GENERAL FUND		RECREATION ADMINISTRAT	2.99
	SUBSCRIPTION- GOGGLE STORA GENERAL FUND		RECREATION ADMINISTRAT	2.99
	DAY CAMP SUPPLIES GENERAL FUND		DAY CAMP	63.50
	DAY CAMP SUPPLIES-SNACKS GENERAL FUND		DAY CAMP	32.97
	DAY CAMP SUPPLIES-SNACKS GENERAL FUND		DAY CAMP	66.23
	DAY CAMP SUPPLIES GENERAL FUND		DAY CAMP	6.62
	KEY FOR LAUREL PARK SHED GENERAL FUND		SPORTS	4.41
	SUPPLIES- ART CLASS GENERAL FUND		SPECIAL CLASSES	65.32
	SUPPLIES- LOBBY REMODELING GENERAL FUND		SPECIAL CLASSES	31.98
	HOLIDAY CONTEST SUPPLIES GENERAL FUND		SPECIAL EVENTS	35.47
	EMPLOYEE LIVE SCAN-GIVEN/R GENERAL FUND		NON-DEPARTMENTAL	64.00
			TOTAL:	10,328.22
VERIZON WIRELESS	VERIZON WIRELESS	GENERAL FUND	EMERGENCY PREPAREDNESS	162.71
	VERIZON WIRELESS	GENERAL FUND	NEIGHBORHOOD PRESERVA	30.02
	VERIZON WIRELESS	GENERAL FUND	STREET MAINTENANCE	243.72
			TOTAL:	436.45
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY. JAN. 202	GENERAL FUND	CITY ATTORNEY	7,500.00
	LITIGATION SVCS. JAN. 2021	GENERAL FUND	CITY ATTORNEY	73.18
	PROSECUTOR SVCS. JAN. 2021	GENERAL FUND	CITY ATTORNEY	2,745.00
			TOTAL:	10,318.18

FUND TOTALS	
10 GENERAL FUND	102,689.34
50 GARAGE FUND	546.58
53 TECHNOLOGY REPLACEMENT	1,244.05
54 SELF INSURANCE TRUST	513.50
GRAND TOTAL:	104,993.47

TOTAL PAGES: 5

Retirees Medical Reimbursement

Date: March 1, 2021

Number of Transactions: 17

Total Batch: \$9,223.95

Payroll 02/05/2021

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$57.25	\$13.40	\$852.55	
10-511 City Manager/ City Clerk	\$16,656.98	\$12,608.68	\$0.00	\$159.15	\$3,889.15	\$2,248.25	\$2,712.91	\$11,695.92	
10-512 Finance	\$10,928.40	\$9,046.10	\$0.00	\$0.00	\$1,882.30	\$972.63	\$1,234.68	\$9,721.09	
10-521 Police Administration	\$22,313.20	\$12,559.14	\$0.00	\$6,377.00	\$3,377.06	\$4,472.43	\$3,394.61	\$14,446.16	
10-522 Police- Patrol	\$76,006.65	\$52,415.26	\$9,672.11	\$5,921.82	\$7,997.46	\$12,441.80	\$14,692.50	\$48,872.35	
10-523 Police- Investigation	\$12,702.67	\$8,404.00	\$575.65	\$0.00	\$3,723.02	\$3,064.59	\$1,920.24	\$7,717.84	
10-524 Police- Records	\$5,487.32	\$3,915.20	\$0.00	\$24.08	\$1,548.04	\$388.19	\$716.06	\$4,403.07	
10-526 Police- Community Outreach	\$2,046.60	\$1,768.90	\$0.00	\$25.27	\$252.43	\$158.34	\$317.11	\$1,571.15	
10-528 Police- Traffic	\$2,934.16	\$0.00	\$0.00	\$0.00	\$2,934.16	\$130.02	\$170.90	\$2,633.24	
10-529 Police- Emergency Preparedness	\$2,750.00	\$0.00	\$0.00	\$0.00	\$2,750.00	\$0.00	\$739.68	\$2,010.32	
10-531 Development Services- Administration	\$10,361.20	\$8,363.20	\$0.00	\$186.60	\$1,811.40	\$1,523.54	\$1,983.01	\$6,854.65	
10-532 Development Services- Planning	\$3,543.72	\$2,763.60	\$355.32	\$0.00	\$424.80	\$473.60	\$740.80	\$2,329.32	
10-533 Development Services- Neighborhood Preservation	\$1,612.32	\$0.00	\$0.00	\$0.00	\$1,612.32	\$60.46	\$137.99	\$1,413.87	
10-542 Development Services- Street Maintenance	\$9,235.60	\$6,930.50	\$0.00	\$766.90	\$1,548.20	\$1,812.32	\$902.19	\$6,521.09	
10-543 Development Services- Park Maintenance	\$3,008.80	\$2,156.70	\$0.00	\$0.00	\$852.10	\$618.66	\$234.64	\$2,155.50	
10-544 Development Services- Facility Maintenance	\$3,808.08	\$1,856.40	\$0.00	\$0.00	\$1,951.68	\$336.75	\$384.01	\$3,087.32	
10-551 Recreation Administration	\$13,018.80	\$10,903.70	\$0.00	\$0.00	\$2,115.10	\$2,844.23	\$1,617.22	\$8,557.35	
10-556 Recreation- Sports	\$11,369.99	\$0.00	\$0.00	\$0.00	\$11,369.99	\$426.41	\$794.85	\$10,148.73	
TOTALS	\$208,707.69	\$134,614.58	\$10,603.08	\$13,450.82	\$50,039.21	\$32,009.47	\$32,706.80	\$143,991.42	

REGULAR INPUT: 84 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 83

BENEFITS & WITHHOLDINGS

	Employee	Employer	Employee
Fed Taxes	\$27,580.50	\$ 24,679.09	\$ 2,901.41
State Taxes	\$8,027.71		
ICMA	\$2,613.45		
Local Police Reserves	\$30.00		
PD Association	\$1,496.75		
Local Employees Assoc	\$340.00		
Nationwide - Full Time	\$1,889.32		
Nationwide - PT	\$1,541.18	\$ 770.59	\$ 770.59
PERS Deferred Comp	\$1,230.98		
PERS	\$40,184.92	\$ 15,218.88	\$ 24,966.04
ATLAC			
PERS Medical			
Delta Dental PPO			
Delta Dental HMO			
VSP Vision			
Standard Self Admin			
Standard Life Optional			
TOTALS	\$84,934.81	\$ 40,668.56	\$ 28,638.04

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES		
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE
REG	3,494.34	\$134,614.58	125	I-125	\$705.80		FED W/H	\$ 179,258.27
PRG	1,068.25	\$22,570.09	129	I-129	\$480.78		ST WH CA	\$ 179,258.27
PHO	63.83	\$2,234.05	AFP	AFPT	\$65.89		MEDI	\$ 2,901.41
HOI	246.00	\$10,557.55	CMP	CLOAN	\$75.73			
OT	13.00	\$759.99	DCI	DCICM	\$2,465.00			
OTS	123.65	\$9,566.72	DCN	DCNW	\$1,889.32			
CTOT	4.00	\$276.37	DCP	DCPRS	\$1,150.76			
MOT	0.00	\$71.63	DD1	DDP01		\$338.65		
CAR	0.00	\$950.00	DD2	DDP02		\$222.65		
CELL	0.00	\$850.00	DD3	DDP03		\$534.32		
MEDR	0.00	\$4,550.00	DD4	DDMO1		\$8.11		
SPAS	0.00	\$420.16	DD6	DDMO3		\$86.52		
SPSK	0.00	\$328.90	DIS	DISAF	\$15.74			
OCWD	0.00	\$225.00	DLI	DCLIC	\$148.45			
OCWE	0.00	\$200.00	DLP	DCLPE	\$80.22			
UNIF	0.00	\$100.00	LAR	LARAD	\$30.00			
UN12	0.00	\$2,625.00	LEA	LAEAD	\$340.00			
FTO	0.00	\$330.17	LIF	LIFE	\$292.86			
RTRO	0.00	\$123.34	LTD	A LTD	\$80.30			
ADML	70.00	\$6,377.00	MED	MDINS	\$6,688.12	\$17,324.56		
EAU	48.00	\$2,333.88	PBB	PRSBH	\$481.97			
EAA	36.00		PC2	PRC2R	\$14.28			
COMA	30.00		PN1	PERNE	\$1,925.19			
FLHO	2.00	\$49.35	PN2	PERNR		\$2,190.99		
STCK	9.50	\$159.15	PN3	PERSE	\$4,831.47			
VAC	47.33	\$1,535.96	PN4	PEPSR		\$4,847.82		
POST5	0.00	\$200.00	POS	POAS	\$1,496.75			
POST7	0.00	\$1,622.16	PRO	PRN8	\$1,869.86			
FOVA	47.40	\$2,455.92	PR2	PRSMR		\$6,151.49		
HOLF	48.00	\$1,849.92	PR5	PRSSR		\$11,761.46		
FOFL	20.00	\$770.80	PR6	PRSB4				
			PR7	PRSAF				
			PR8	PRME4				
			PR9	PRMAF				
			RTP	PRSCC				
			SUR	RT-PT		\$770.59		
			VS1	SURVI	\$41.85			
			VS2	VISI1		\$90.44		
			VS3	VISI2		\$38.15		
				VISI3		\$109.76		
TOTALS	5,371.30	\$ 208,707.69			\$32,009.47	\$ 44,475.61		
								\$ 32,706.80
								\$ 2,901.41

Payroll 02/19/2021

-----DEPARTMENT RECAP-----									
DEPT NO#		GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council		\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$57.25	\$13.40	\$862.55
10-511 City Manager/ City Clerk		\$16,882.99	\$14,555.76	\$0.00	\$159.15	\$2,168.08	\$2,231.91	\$2,813.93	\$11,777.15
10-512 Finance		\$10,838.40	\$10,165.38	\$0.00	\$173.02	\$500.00	\$972.63	\$1,219.21	\$8,646.56
10-521 Police Administration		\$23,118.40	\$21,523.20	\$0.00	\$0.00	\$1,585.20	\$4,307.57	\$3,682.32	\$15,128.51
10-522 Police- Patrol		\$77,808.62	\$48,108.02	\$10,004.52	\$15,764.95	\$3,931.13	\$11,343.57	\$15,786.70	\$50,678.35
10-523 Police- Investigation		\$13,103.39	\$7,935.50	\$1,210.97	\$468.50	\$3,488.42	\$2,870.31	\$2,107.34	\$8,125.74
10-524 Police- Records		\$5,454.17	\$4,086.33	\$0.00	\$69.68	\$1,298.16	\$359.20	\$703.35	\$4,381.62
10-526 Police- Community Outreach		\$2,245.60	\$1,895.25	\$199.00	\$126.35	\$25.00	\$158.34	\$380.14	\$1,707.12
10-528 Police- Traffic		\$1,854.88	\$0.00	\$0.00	\$0.00	\$1,854.88	\$79.56	\$167.22	\$1,608.10
10-529 Police- Emergency Preparedness		\$2,560.00	\$0.00	\$0.00	\$0.00	\$2,560.00	\$0.00	\$675.68	\$1,884.32
10-531 Development Services- Administration		\$10,271.20	\$9,771.20	\$0.00	\$0.00	\$500.00	\$1,392.32	\$2,001.95	\$6,876.93
10-532 Development Services- Planning		\$3,158.40	\$3,158.40	\$0.00	\$0.00	\$0.00	\$499.60	\$602.97	\$2,056.83
10-533 Development Services- Neighborhood Preservation		\$1,610.08	\$0.00	\$0.00	\$0.00	\$1,610.08	\$60.38	\$137.70	\$1,412.00
10-542 Development Services- Street Maintenance		\$9,235.60	\$8,477.00	\$0.00	\$308.60	\$450.00	\$1,831.82	\$899.15	\$6,504.63
10-543 Development Services- Park Maintenance		\$3,890.31	\$2,464.80	\$323.51	\$0.00	\$1,102.00	\$561.37	\$395.08	\$2,933.86
10-544 Development Services- Facility Maintenance		\$3,661.94	\$1,056.40	\$278.46	\$265.20	\$1,261.48	\$336.75	\$336.75	\$2,988.04
10-551 Recreation Administration		\$12,898.80	\$11,677.45	\$0.00	\$371.35	\$850.00	\$2,513.89	\$1,644.38	\$8,740.53
10-556 Recreation- Sports		\$11,293.66	\$0.00	\$0.00	\$0.00	\$11,293.66	\$423.54	\$734.26	\$10,135.86
TOTALS		\$210,809.24	\$146,597.89	\$12,016.46	\$17,706.80	\$34,488.09	\$30,069.01	\$34,301.53	\$146,438.70

REGULAR INPUT: 85 MANUAL INPUT: 0 CHECK STUB COUNT: 1 DIRECT DEPOSIT STUB COUNT: 85

BENEFITS & WITHHOLDINGS

	Fed Taxes	Employee/ Employer (Medicare)	Employee	Employer
State Taxes		Employee	\$28,755.17	\$25,791.30
ICMA		Employee	\$8,510.23	\$2,963.87
Local Police Reserves		Employee	\$2,113.45	
PD Association		Employee	\$20.00	
Local Employees Assoc		Employee	\$1,436.75	
Nationwide - Full Time		Employee	\$340.00	
Nationwide - PT		Employee	\$1,889.32	
PERS Deferred Comp		Employee/ Employer	\$1,474.18	\$737.09
PERS		Employee	\$1,255.98	\$14,881.38
ATLAC		Employee/ Employer	\$39,527.70	\$24,646.32
PERS Medical		Employee	\$163.26	
Delta Dental PPO		Employee/ Employer	\$59,282.88	\$10,817.68
Delta Dental HMO		Employer	\$3,929.54	\$48,465.20
VSP Vision		Employer	\$336.43	
Standard Self Admin		Employee/ Employer	\$804.30	
Standard Life Optional		Employee	\$1,579.72	\$1,370.18
TOTALS			\$489.48	\$52,436.99
			\$151,908.39	\$78,182.66

DEDUCTION GRAND TOTALS

	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	125	I-125	\$705.80		FED W/H	\$183,258.47	\$22,827.43	
PRKG	129	I-129	\$480.78		ST WH CA	\$183,258.47	\$8,510.23	
PHEO	AFP	AFUPT	\$65.89		MEDI	\$204,402.08	\$2,963.87	\$2,963.87
OT	CMF	CLOAN	\$123.82					
OTS	DCI	DCICM	\$1,965.00					
CAR	DCN	DCNW	\$1,889.32					
PHC	DCP	DCPRS	\$1,175.76					
MEDR	DD1	DDFOL	\$312.60					
SPAS	DD2	DDFOL	\$222.65					
SPSK	DD3	DDFOL	\$534.32					
OCWD	DD4	DDMO1	\$8.11					
OCWE	DD6	DDMO3	\$86.52					
UNIF	DIS	DISAF	\$15.74					
UNIT	DLI	DLIC	\$148.45					
RTO	DLP	DLICE	\$80.22					
ADML	LAR	LARAD	\$20.00					
COMP	LEA	LEAD	\$340.00					
EAR	LIF	LIFE	\$261.66					
ERA	LTD	A LTD	\$91.60					
COMA	MED	MDINS	\$5,635.47					
FLHO	PBB	PRSB	\$481.97					
SICK	PC2	PRC2R	\$14.28					
VAC	PN1	PEPME	\$1,925.19					
HOLP	PN2	PEPMR						
EXSL	PN3	PEPSE	\$4,471.57					
POST7	POS	PEPSR						
POCO	PO4	POAS	\$1,436.75					
POFL	PRO	PRMR	\$1,893.19					
POVA	PR2	PRSMR						
	PR4	PRSSR	\$1,844.68					
	PR5	PRSB4	\$1,970.69					
	PR6	PRSAF						
	PR7	PRMB4	\$921.79					
	PR8	PRMAF	\$675.46					
	PR9	PRSCC	\$655.92					
	RTP	RT-PT	\$737.09					
	SUR	SURVI	\$40.92					
	VS1	VISI1	\$85.12					
	VS2	VISI2	\$38.15					
	VS3	VISI3	\$109.76					
TOTALS			\$30,069.01	\$43,768.40			\$34,301.53	\$2,963.87

PAYROLL CODES

ABST - Absent - No Pay (5101)	FLHO - Floating Holiday Pay (5101)	PHEO - Photo Enforcement Officer (5103) - Always \$35 an hr.
ADML - Administrative Leave Pay (5101)	HOL - Holiday Pay (5104)	PTOT - Part Time Overtime
ALWP - Administrative Leave With Pay	INJY - Injury Sworn	PTRG - Part Time Regular Pay (5103)
BERV - Bereavement Pay (5101)	JRYU - Jury Duty Unpaid (5101)	REG - Regular Pay (5101)
CBOT - Call Back Overtime	JURY - Jury Duty Pay	SICK - Sick Leave Pay (5101)
CBST - Call Back Straight Time	MIL1 - Military Pay 1st 30 Days (5101)	STBY - Standby Pay
COMA - Comp Time - Accrued (Hrs. X 1.5)	OCWD - On Call - Weekday (\$25per day/ 5109)	SUSP - Suspension Without Pay (5101)
COMP - Comp Time - Paid (5101)	OCWE - On Call - Weekend/Holiday (\$40 per day/ 5109)	VAC - Vacation Leave Pay (5101)
CTOT - Court Time Overtime	OT - Overtime - Non Sworn	WC30 - Worker's Comp Pay 1st 30 Days
EAA - E-Day - Accrual	OTS - Overtime - Sworn	WCEX - Worker's Comp Pay Extended
EAU - E-Day - Paid (5101)	OTST - Overtime - Straight Time	

DEDUCTION CODES

125 - IRS-125 Med	LAR - LOSL PD Reserves	PR6 - Pers Safe AF
129 - IRS-129 CHC	LEA - LOSL EE Dues	PR7 - Pers Misc B4
AFL - Aflac Preferd	LIF - Life Insurance	PR8 - Pers Misc AF
AFP - Aflac Pretax	LTD - Add LTD	PR9 - Pers Safe CC
CMP - Computer Loan	MED - Med Insurance	RAP - Annuitant RT
CRC - CNCL Ret Care	PBB - Pers Buyback	RPD - Reimb. POA
DCI - Defcomp ICMA	PC2 - Pepra CC2 ER	RSC - RSC After Tax
DCN - Defcomp-NW	PCR - Pers CC ER	RTP - Retirement PT
DCP - Dcomp Pers	PN1 - Pepra Misc E	SRB - Survivor Benefits
DD1 - Delta Dntl 1	PN2 - Pepra Misc R	SUR - Survivor
DD2 - Delta Dntl 2	PN3 - Pepra Safe E	TBR - TUI/ BK Repay
DD3 - Delta Dntl 3	PN4 - Pepra Misc R	UWY - United Way
DD4 - Delta Dntl 4	POA - PD Dues	VS1 - VSP Vision 1
DD5 - Delta Dntl 5	POS - PD Dues Spes	VS2 - VSP Vision 2
DD6 - Delta Dntl 6	PR0 - Pers EE 8%	VS3 - VSP Vision 3
DJ% - DefcompICMA%	PR1 - Pers Misc EE	VS4 - VSP Vision 2
DIS - Dis-Aflac EE	PR2 - Pers Misc ER	WG2 - Wage Garnish2
DLI - DC Loan ICMA	PR3 - Pers Safe EE	WG3 - Wage Garnish3
DLP - DC Loan Pers	PR4 - Pers Safe ER	WG4 - Wage Garnish4
FPH - Final PY HLD	PR5 - Pers Safe B4	

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

REGULAR MEETING – February 16, 2021

1. CALL TO ORDER

The City Council met in Regular Session at 6:00 p.m., Tuesday, February 16, 2021, via videoconference, Mayor Chirco presiding. As a result of the State of Emergency in California due to the threat of COVID-19 and pursuant to Governor Newsom Executive Order N-25-20 issued on March 12, 2020, all members of the City Council attended via videoconference.

2. ROLL CALL

Present: Council Members: Bates, Doby, Nefulda, Mayor Pro Tem Hasselbrink, Mayor Chirco

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Daudt, City Attorney
Chris Kelley, City Engineer
Craig Koehler, Interim Finance Director
Emeline Noda, Acting Rec. and Community Svcs. Director
Ron Noda, Acting Deputy City Manager
Eric R. Nunez, Police Chief
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Orange County Fire Authority Battalion Chief
Chelsi Wilson, Executive Assistant/Benefits

3. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

4. INVOCATION

Council Member Bates gave the Invocation.

5. PRESENTATION

A. Presentation Regarding the Orange County Human Relations Annual Report Provided by Board Member Susana Carranza

The City Council received the presentations by Ms. Carranza.

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

City Clerk Quintanar advised there were no requests to speak.

7. COUNCIL ANNOUNCEMENTS

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide Staff direction to report back or to place the item on a future Agenda.

Council Member Nefulda reported attendance at the League of California Cities New Mayors and Council Member Virtual Conference.

Council Member Bates reported attendance at the Library Advisory Board meeting.

Council Member Doby reported attendance at the Los Alamitos Chamber Breakfast, Human Relations Committee meeting and the Orange County Mosquito and Vector Control District Board meeting. She advised she had been appointed as the alternate to the Orange County Council of Governments Board.

Mayor Pro Tem Hasselbrink reported attendance at the Orange County Fire Authority Board meeting, complimented the Recreation and Community Services Department on the creativity of their programs through the pandemic, and acknowledged Emergency Services Coordinator Acosta efforts to keep the Council informed.

Mayor Chirco reported attendance at the Orange County Sanitation District New Directors Orientation, meeting with City Manager Simmons regarding the upcoming Budget Standing Committee meetings, weekly calls with the Orange County Mayors. He advised of the upcoming Chamber Breakfast where he'd be the guest speaker along with Mr. Simmons and the upcoming community meetings regarding SB 1389 organic waste.

Council Member Bates added SB 1389 was an unfunded State mandate and encouraged the residents to participate.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons reported volunteering at the Disneyland vaccination POD, spoke regarding the upcoming SB 1398 community meetings, reported attendance at the League of California Cities City Manager conference, and welcomed Police Chief Nunez back.

9. WARRANTS

Motion/Second: Bates/Doby

Council Member Bates stated concerns regarding the warrant approvals. He inquired about the variation in refund amounts for Recreation and was advised

class prices and family circumstances vary.

Motion/Second: Bates/Doby

Unanimously Carried: The City Council ratified the Warrants for February 16, 2021 in the amount of \$1,075,244.72 and authorized the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of February 17, 2021 to March 14, 2021.

ROLL CALL

Mayor Chirco	Aye
Mayor Pro Tem Hasselbrink	Aye
Council Member Bates	Aye
Council Member Doby	Aye
Council Member Nefulda	Aye

10. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

Council Member Bates asked if item 10F incorporated the Active Transportation Plan recommendations. City Manager Simmons advised the ATP was a proposed framework and was not yet adopted by the City Council. City Engineer Kelley advised bike lanes on Howard were not incorporated at this time.

Motion/Second: Hasselbrink/Bates

Unanimously Carried: The City Council carried the following Consent Calendar items:

ROLL CALL

Mayor Chirco	Aye
Mayor Pro Tem Hasselbrink	Aye
Council Member Bates	Aye
Council Member Doby	Aye
Council Member Nefulda	Aye

A. Approval of Minutes (City Clerk)
Approved the City Council Special and Regular Minutes of January 19, 2021.

B. Annual Update of the Records Management Program (City Clerk)
In October 2015, the City Council adopted the City-wide Records Management Program. Part of this Program included a day dedicated to records management and annual updates to the retention schedule. This item recommends changes to the policy to ensure continued success of the program.

The City Council adopted Resolution 2021-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2020-01 IN ITS ENTIRETY".

C. Treasurer's Quarterly Investment Report – December 2020 (Finance)

The item for City Council consideration was receipt of the Treasurer's Quarterly Investment Report.

The City Council received and filed the Treasurer's Quarterly Investment Report – December 2020.

D. Beverage Container Recycling City/County Payment Program Resolution for Funding (Development Services)

This report requested City Council approval of a resolution concerning the City's participation in Fiscal Year (FY) 2020-2021 California's Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling City/County Payment Program, intended to aid achieving and sustaining high recycling rates.

The City Council:

1. Adopted Resolution No. 2021-03, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY'S PARTICIPATION IN CALRECYCLE'S BEVERAGE CONTAINER RECYCLING CITY/COUNTY PROGRAM DISTRIBUTION INTENDED TO AID ACHIEVING AND SUSTAINING HIGH RECYCLING RATES"; and,
2. Authorized the City Manager to execute all Beverage Container Recycling Program documents concerning beverage container recycling program funds distributed.

E. Notice of Completion (NOC) for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 19/20-04) (Development Services)

The City of Los Alamitos replaced all the aging overhead traffic signal street name signs along Los Alamitos Boulevard from Katella Avenue to Cerritos Avenue. Staff recommended that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contract Code.

The City Council:

1. Accepted as complete the construction for the Arterial Overhead Street Name Sign Replacement Project (CIP No. 19/20-04) by

Crosstown Electrical & Data, Inc.; and,

2. Directed the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorized Staff to release the 5% retention to the contractor, in the amount of \$1,186.25, thirty-five (35) days after recordation of the Notice of Completion.

F. Approval of Plans and Specifications and Authorization to Bid for the CDBG Howard Avenue Street Improvements Project from Reagan Street to Maple Street (CIP No. 20/21-02) (Development Services)
This report recommends actions to begin facilitating the proposed grinding and overlay work along Howard Avenue from Reagan Street to Maple Street (CIP No. 20/21-02).

The City Council:

1. Approved the Plans and Specifications for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02); and,
2. Authorized Staff to advertise and solicit bid proposals.

11. DISCUSSION ITEM

A. Active Transportation Plan Presentation and Consideration (Development Services)

This report sought City Council input on the draft "City of Los Alamitos Active Transportation Plan." The Active Transportation Plan (ATP) helps the City identify improvements to provide safer and more reliable mobility choices, whether that be walking, bicycling, taking transit, and driving or ridesharing.

City Manager Simmons introduced the item. Acting Development Services Director Noda gave an overview of the item. Jacob Leon, KTUA consultant gave a PowerPoint Presentation.

The City Council:

1. Received the presentation of the Active Transportation Plan (ATP); and,
2. Discussed the ATP Plan; and,
3. Provided comments and directed Staff regarding any needed revisions to the ATP.

Council and Staff discussed the following topics:

- Importance of having the School district actively engaged and continued communications with all stakeholders
- Having community partners support reflected in grant applications would be beneficial
- Acceptable width for traffic lanes
- Neighborhood streets are classified by land use designation and not by traffic use
- Los Alamitos map takes into consideration bike lanes into Rossmoor, but does not expand past the Los Alamitos border
- Preference to communicate with the County and School District so the ATP would expand into Rossmoor
- Considerations of cut through traffic in the neighborhoods (i.e Green St. and Farquhar) when designating bike lanes
- Concerns for connections along Ball and Bloomfield and Coyote Creek
- Importance of only including useful data (i.e. breakdowns in age groups, racial demographics) that will be used in the ATP
- Safety concerns on Farquhar and Cerritos/Los Alamitos Blvd. with traffic and pedestrians
- Need for increased bike parking
- Successful ATPs have all stakeholders engaged (City, County, and Orange County Transportation Authority)
- ATP will need to be a fluid plan that is revisited as new developments come into town
- History of bike lanes and their removal in Rossmoor
- Los Alamitos and Katella is a complex and complicated intersection that would require a separate traffic study
- Los Alamitos and Katella intersection would be included as part of the Traffic Center Mixed Use Plan
- Overview on various grant opportunities
- Observations that students use the Coyote Creek Bike trail to get to school, Cerritos is being avoided as it becomes more heavily congested, and Ball Road is used more of a bike thoroughfare
- Staff advised an additional review of grant application requirements would occur to ensure the ATP is comprehensive before the ATP would come back to Council for adoption

12. **ADJOURNMENT**

The City Council adjourned at 7:36 p.m.

Attest:

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 15, 2021

ITEM NUMBER: 9B

To: Mayor Mark A. Chirco & Members of the City Council

Via: Chet Simmons, City Manager

Presented by: Windmera Quintanar, MMC, City Clerk

Subject: Resolution 2021-03 – Establishing Regular Scheduled Dates for Commission Meetings

SUMMARY

Throughout Title 2 of Los Alamitos Municipal Code, it is stated that the City Council will establish by Resolution regularly scheduled dates for the Commissions to meet. Adoption of this Resolution will solidify current practices into a formal policy.

RECOMMENDATION

Adopt Resolution 2021-03, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING REGULAR SCHEDULED DATES FOR COMMISSION MEETINGS.”

BACKGROUND

The Brown Act and the City’s Municipal Code require specific noticing requirements for meetings of legislative bodies. Throughout the COVID-19 pandemic, Commissions have been meeting virtually. Thus allowing the Commissions to meet at the date and time that best suits their needs. This item is being brought forward to formalize current practices and ensure compliance with the Brown Act.

DISCUSSION

Currently the Commissions meet as follows:

Parks, Recreation, and Cultural Arts – First Wednesday of the month (7:00 p.m.)
Personnel Appeals – As needed in Special Session
Planning Commission – Fourth Wednesday of the month (7:00 p.m.)
Traffic Commission – Second Wednesday of the month (7:00 p.m.)

During the pandemic some Commissions were able to accommodate a 6:00 p.m. start time and in consideration of the Council's Regular start time of 6:00 p.m., Staff polled the Commissions for their preferred start time. With the understanding that eventually the Commissions would return to in person meetings, the majority of Commissioners stated a preference for a 7:00 p.m. start time.

Commissions would still have the ability to call Special meeting at other dates and times as needed in compliance with the Brown Act.

FISCAL IMPACT

None.

Submitted by: Windmera Quintanar, MMC, City Clerk
Approved by: Chet Simmons, City Manager

Attachment: 1. Resolution 2021-03

RESOLUTION NO. 2021-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ESTABLISHING REGULAR
SCHEDULED DATES FOR COMMISSION MEETINGS**

WHEREAS, the City wishes to establish policies and procedures to ensure compliance with the Los Alamitos Municipal Code and State and Federal statutes governing meetings of legislative bodies; and,

WHEREAS, throughout Title 2 of Los Alamitos Municipal Code, it is stated that the City Council will establish by Resolution regularly scheduled dates for the Commissions to meet; and,

WHEREAS, the City Council finds it desirable to establish regular scheduled dates for Commission meetings in a formal policy in line with current practices.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS
DOES RESOLVE AS FOLLOWS:**

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. The City Council hereby establishes regular scheduled dates for Commission meetings as follows:

- Parks, Recreation, and Cultural Arts – First Wednesday of the month (7:00 p.m.)
- Personnel Appeals – As needed in Special Session
- Planning Commission – Fourth Wednesday of the month (7:00 p.m.)
- Traffic Commission – Second Wednesday of the month (7:00 p.m.)

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of March, 2021.

Mark A. Chirco, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 15th day of March, 2021, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 15, 2021

ITEM NUMBER: 9C

To: Mark A. Chirco & Members of the City Council

Via: Chet Simmons, City Manager

**From: Eric R. Nuñez, Chief of Police
Wayne Byerley, Captain – Support Services**

**Subject: Second Amendment to Agreement for Animal Control Services
between the City of Long Beach and the City of Los Alamitos**

SUMMARY

The City of Los Alamitos has contracted with the City of Long Beach for animal control services since FY 2001-02. This item proposes exercising the first of the City's two optional two-year extensions of the 2016 agreement for FY 2020-2021 & 2021-2022.

RECOMMENDATION

Authorize the Mayor to execute the Second Amendment to Agreement No. 343317 providing a two-year extension of the Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos, for the term of July 1, 2020 through June 30, 2022.

BACKGROUND

Since 2001, the City of Los Alamitos has contracted with the City of Long Beach for animal control and sheltering services. An amendment to the current Agreement for Animal Control Services, approved in 2016, is now required to extend its term from July 1, 2020 through June 30, 2022.

The City of Los Alamitos has contracted with the City of Long Beach for animal control and sheltering services since January, 2001. At that time, the City sought animal control services with a "higher and more responsive level of service for residents due to the close proximity of the new Long Beach animal control shelter located at 7700 Spring Street (Cerritos Avenue and the 605 Freeway)."

The Long Beach Animal Care Services (LBACS) shelter is less than one mile from our western border and is conveniently located within the El Dorado Nature Center. The campus contains their shelter, reunification, medical, and adoption facilities. The operational response of their animal control officers is based at this location.

DISCUSSION

Using a Total Cost Allocation Model, Long Beach charges contract cities based upon a percentage of the services utilized during the prior fiscal year. The types of services measured are live animal impounds, field calls for service, field calls for service after hours, special investigation calls, licensing numbers, marine calls and population. The cost of the contract is then offset by the amount of licensing fees received by the City of Long Beach for Los Alamitos pets. For example, the contract amount for FY 2019-2020 was approximately \$91,400; however, since \$22,682 was collected in license fees during that same period, the City's fiscal obligation was reduced to approximately \$68,718.

The proposed amendment contains the same service details as the prior Agreement for Animal Control Services but reflects a 3.3% increase, largely due to personnel costs, resulting in a baseline total for FY 2018-2019 of \$91,400 over the cost of the contract for Fiscal year 2016-2017 of \$88,464. That cost will be offset by the revenue collected for the licensing of dogs in the City of Los Alamitos during the Fiscal Year 2018-2019. The second year cost of this extension will be subject to an adjustment based on the percent change in the CPI for the Los Angeles-Riverside-Orange County, CA area, as published by the United States Department of Labor, Bureau of Labor Statistics, which shall not be less than zero (0) and shall not exceed eight percent (8%).

Licensing fees have been set by contract with Long Beach ACS since 2001, in accordance with the Los Alamitos Municipal Code Chapter 6.08 DOG LICENSING, 6.08.010 License tag—Required.

With their innovative and progressive approach to animal control and sheltering services, the City of Long Beach Animal Care Services has been meeting our staff and community needs while providing a cost effective service in an easily accessible manner. Staff recommends approval of the attached Second Amendment to Agreement No. 343317, providing for a two-year extension of the Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos for the period of July 1, 2020 through June 30, 2022.

FISCAL IMPACT

Annual fees for animal control services reflect a 3% increase which the City of Long Beach based on the Consumer Price Index (CPI). Fees will continue to be offset by licensing fee revenue collected for pet licenses in Los Alamitos. Sufficient funds are included in the FY 2020-2021 operating budget.

Submitted By: Eric R. Nuñez, Chief of Police
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments:

1. *Amendment 2*
2. *Amendment 1 (2018)*
3. *2016 Agreement for Animal Control Services*

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1 exceed Ninety Four Thousand Four Hundred Sixty Eight Dollars (\$94,468)
2 ("Annual Compensation") on June 30 of the first year period of July 1, 2020
3 through June 30, 2021, then Los Alamitos shall pay to Long Beach the
4 difference between the total fees set forth in Section 4.A and Annual
5 Compensation. Payment of the difference shall be made on or before July
6 31 of that same year. In the event and to the extent that the total amount of
7 all license fees retained by Long Beach exceeds Annual Compensation on
8 June 30 of that same year, then the excess shall be divided equally
9 between Long Beach and Los Alamitos.

10 ii. Year Two (2). Annual Compensation shall be adjusted
11 by the percent change in the Consumer Price Index (CPI) for All Urban
12 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-Long
13 Beach-Anaheim, CA Area (February 2020 to February 2021), as published
14 by the United States Department of Labor, Bureau of Labor Statistics
15 (CUURS49ASA0), which shall not be less than zero (0) and shall not
16 exceed eight percent (8%) ("Adjusted Annual Compensation"). In the event
17 and to the extent that the total amount of any and all fees retained by Long
18 Beach does not equal or exceed Adjusted Annual Compensation on June
19 30 of the second year period of July 1, 2021 through June 30, 2022, then
20 Los Alamitos shall pay to Long Beach the difference between the total fees
21 as set forth in Section 4.A and Adjusted Annual Compensation. Payment of
22 the difference shall be made on or before July 31 of that same year. In the
23 event and to the extent that the total amount of all license fees retained by
24 Long Beach exceeds Adjusted Annual Compensation on June 30 of that
25 same year, then the excess shall be divided equally between Long Beach
26 and Los Alamitos."

27 3. Section 4.D of the Agreement is hereby amended in its entirety to
28 read as follows:

1 “D. Compensation in the Event of Termination. In the event of
2 termination of this Agreement pursuant to Section 7 or Section 9, Long Beach
3 shall retain fees as compensation for services provided by Long Beach through
4 the effective date of the termination.

5 i. Year One (1). In the event and to the extent that the
6 total amount of any and all fees retained by Long Beach to the effective
7 date of termination does not equal or exceed Annual Compensation for
8 each month that the Agreement has been in effect until June 30, 2021, then
9 Los Alamitos shall pay to Long Beach the difference between the total fees
10 as set forth in Section 4.A to the effective date of termination and the dollar
11 figure obtained by multiplying Annual Compensation times the number of
12 months the Agreement was in effect between July 1, 2020 through June 30,
13 2021. A partial month shall be deemed a full month. Payment of the
14 difference shall be made within thirty (30) days of the effective date of
15 termination. Any excess fees shall be paid to Los Alamitos.

16 ii. Year Two (2). In the event and to the extent that the
17 total amount of any and all fees retained by Long Beach to the effective
18 date of termination but prior to June 30, 2022, does not equal or exceed
19 Adjusted Annual Compensation for each month that the Agreement has
20 been in effect until June 30, 2022, then Los Alamitos shall pay to Long
21 Beach the difference between the total fees as set forth in Section 4.A to
22 the effective date of termination and the dollar figure obtained by multiplying
23 Adjusted Annual Compensation times the number of months the Agreement
24 was in effect between July 1, 2021 and June 30, 2022. A partial month
25 shall be deemed a full month. Payment of the difference shall be made
26 within thirty (30) days of the effective date of termination. Any excess fees
27 shall be paid to Los Alamitos.”

28 4. Except as expressly amended in this Second Amendment, the terms

1 and conditions in Agreement No. 34317 are ratified and confirmed and shall remain in full
2 force and effect.

3 IN WITNESS WHEREOF, the parties have caused this document to be duly
4 executed with all formalities required by law as of the date first stated above.

5 CITY OF LOS ALAMITOS, a municipal
6 corporation

7 _____, 2020

By _____
City Manager

8 "Los Alamitos"

9
10 This Second Amendment to Agreement No. 34317 is approved as to form
11 on _____, 2020.

12 By: _____
13 City Attorney, Los Alamitos

14 CITY OF LONG BEACH, a municipal
15 corporation

16 _____, 2020

By _____
City Manager

17 "Long Beach"

18 This Second Amendment to Agreement No. 34317 is approved as to form
19 on _____, 2020.

20 CHARLES PARKIN, City Attorney

21 By: _____
22 Deputy City Attorney

FIRST AMENDMENT TO AGREEMENT NO. 34317

34317

THIS FIRST AMENDMENT TO AGREEMENT NO. 34317 is made and entered, in duplicate, as of May 9, 2018 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on June 14, 2016, and a minute order of the City Council of the City of Los Alamitos at its meeting held on May 21, 2018, by and between the CITY OF LONG BEACH ("Long Beach"), and the CITY OF LOS ALAMITOS ("Los Alamitos").

WHEREAS, the parties entered Agreement No. 34317 whereby Long Beach agreed to provide animal control services to Los Alamitos; and

WHEREAS, the Agreement contains a provision allowing the parties, by mutual agreement, to extend the term of the agreement and the parties desire to do so;

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Agreement and in this First Amendment, the parties agree as follows:

1. Section 1. of the Agreement is hereby amended in its entirety to read as follows:

"1. TERM. This Agreement shall commence at midnight on July 1, 2016, and shall terminate at 11:59 p.m. on June 30, 2020, unless sooner terminated as provided herein. Los Alamitos may extend this Agreement for one (1) additional period of two (2) years by giving notice of its desire to extend to Long Beach sixty (60) days prior to the end of the term or any individual extension period. Upon mutual agreement of the parties to the terms of the extension, the parties shall execute an amendment to this Agreement."

2. Section 4.C. is hereby amended in its entirety to read as follows:

C. "Compensation Schedule.

i. Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Ninety-One Thousand Four Hundred Dollars (\$91,400.00) ("Annual

1 Compensation") on June 30 of the first year period of July 1, 2018 through
2 June 30, 2019, then Los Alamitos shall pay to Long Beach the difference
3 between the total fees set forth in Section 4.A. and Annual Compensation.
4 Payment of the difference shall be made on or before July 31 of that same
5 year. In the event and to the extent that the total amount of all license fees
6 retained by Long Beach exceeds Annual Compensation on June 30 of that
7 same year, then the excess shall be divided equally between Long Beach
8 and Los Alamitos.

9 ii. Year Two (2). Annual Compensation shall be adjusted
10 by the percent change in the Consumer Price Index (CPI) for All Urban
11 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-
12 Riverside-Orange County, CA Area (February 2018 to February 2019), as
13 published by the United States Department of Labor, Bureau of Labor
14 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall
15 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the
16 event and to the extent that the total amount of any and all fees retained by
17 Long Beach does not equal or exceed Adjusted Annual Compensation on
18 June 30 of the second year period of July 1, 2019 through June 30, 2020,
19 then Los Alamitos shall pay to Long Beach the difference between the total
20 fees as set forth in Section 4.A. and Adjusted Annual Compensation.
21 Payment of the difference shall be made on or before July 31 of that same
22 year. In the event and to the extent that the total amount of all license fees
23 retained by Long Beach exceeds Adjusted Annual Compensation on June
24 30 of that same year, then the excess shall be divided equally between
25 Long Beach and Los Alamitos."

26 3. Section 4.D. is hereby amended in its entirety to read as follows:

27 D. "Compensation in the Event of Termination. In the event of
28 termination of this Agreement pursuant to Section 7 or Section 9, Long Beach

1 shall retain fees as compensation for services provided by Long Beach through
2 the effective date of the termination.

3 i. Year One (1). In the event and to the extent that the
4 total amount of any and all fees retained by Long Beach to the effective
5 date of termination does not equal or exceed Annual Compensation for
6 each month that the Agreement has been in effect until June 30, 2019, then
7 Los Alamitos shall pay to Long Beach the difference between the total fees
8 as set forth in Section 4.A. to the effective date of termination and the dollar
9 figure obtained by multiplying Annual Compensation times the number of
10 months the Agreement was in effect between July 1, 2018 through June 30,
11 2019. A partial month shall be deemed a full month. Payment of the
12 difference shall be made within thirty (30) days of the effective date of
13 termination. Any excess fees shall be paid to Los Alamitos.

14 ii. Year Two (2). In the event and to the extent that the
15 total amount of any and all fees retained by Long Beach to the effective
16 date of termination but prior to June 30, 2020, does not equal or exceed
17 Adjusted Annual Compensation for each month that the Agreement has
18 been in effect until June 30, 2020, then Los Alamitos shall pay to Long
19 Beach the difference between the total fees as set forth in Section 4.A. to
20 the effective date of termination and the dollar figure obtained by multiplying
21 Adjusted Annual Compensation times the number of months the Agreement
22 was in effect between July 1, 2019 and June 30, 2020. A partial month
23 shall be deemed a full month. Payment of the difference shall be made
24 within thirty (30) days of the effective date of termination. Any excess fees
25 shall be paid to Los Alamitos."

26 4. Except as expressly amended in this First Amendment, the terms
27 and conditions in Agreement No. 34317 are ratified and confirmed and shall remain in full
28 force and effect.

1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 CITY OF LOS ALAMITOS, a municipal
4 corporation

5 May 21, 2018

6 By: Troy D. Edgar
Troy D. Edgar, Mayor, Los Alamitos

7 Attest: Windmera Quintanar
8 Windmera Quintanar, CMC, City Clerk

9 This First Amendment to Agreement No. 34317 is approved as to form on
10 May 21, 2018.

11 Tom Modica
12 Assistant City Manager
13 EXECUTED PURSUANT
14 TO SECTION 301 OF
THE CITY CHARTER

15 By: Michael S. Daudt
16 Michael S. Daudt, City Attorney

17 CITY OF LONG BEACH, a municipal
18 corporation

19 June 20, 2018

20 By: [Signature]
21 City Manager

22 "Long Beach"

23 This First Amendment to Agreement No. 34317 is approved as to form on
24 June 7, 2018.

25 CHARLES PARKIN, City Attorney

26 By: [Signature]
27 Deputy City Attorney

AGREEMENT FOR ANIMAL CONTROL
SERVICES BETWEEN THE CITY OF LONG BEACH
AND THE CITY OF LOS ALAMITOS

34317

THIS AGREEMENT, made and entered, in duplicate, as of June 16, 2016 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on June 14, 2016, and a minute order of the City Council of the City of Los Alamitos at its meeting held on April 18, 2016, by and between the CITY OF LONG BEACH (hereinafter "Long Beach"), and the CITY OF LOS ALAMITOS (hereinafter "Los Alamitos").

RECITALS

WHEREAS, Los Alamitos is a charter city authorized to provide animal control services to its residents; and

WHEREAS, Los Alamitos desires to contract with Long Beach for animal control services described herein within the boundaries of Los Alamitos; and

WHEREAS, the Long Beach Bureau of Animal Care Services is able and willing to provide said services for Los Alamitos, and as a charter city, Long Beach is authorized by Section 111 of its Charter to provide the services described herein to Los Alamitos; and

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties, the parties agree as follows:

1. TERM. This Agreement shall commence at 12:01 a.m. on July 1, 2016, and shall terminate at midnight on June 30, 2018, unless sooner terminated as provided herein. Los Alamitos may extend this Agreement for two (2) consecutive additional periods of two (2) years each by giving notice of its desire to extend to Long Beach thirty (30) days prior to the end of the term or any individual extension period. Upon mutual agreement of the parties to the terms of the extension, the parties shall execute an amendment to this Agreement.

1 2. SERVICES.

2 A. Long Beach shall perform animal control services for Los
3 Alamitos, and perform the functions of a Department of Animal Control. In
4 performing said services and functions, Long Beach shall have all of the powers of
5 Los Alamitos as if Los Alamitos were performing same. Long Beach agrees to
6 provide such services to Los Alamitos at the same level that it provides to the
7 residents of Long Beach.

8 B. Services to be provided to Los Alamitos by Long Beach shall
9 include enforcement of the Los Alamitos Municipal Code and the laws of the State
10 of California with respect to animal control.

11 C. In performing the functions of a Department of Animal Control,
12 the Long Beach Bureau of Animal Care Services shall serve as Director of Animal
13 Control for Los Alamitos and shall have the following duties:

14 i. To enforce all Los Alamitos ordinances and state laws
15 within Los Alamitos city limits with respect to the keeping, harboring and
16 disposition of animals;

17 ii. To patrol the streets of Los Alamitos whenever possible
18 with designated animal control officers to enforce the provisions of the Los
19 Alamitos Municipal Code relating to dogs running at large and to respond in
20 a timely manner. Emergency service will be available twenty-four (24)
21 hours a day, seven (7) days a week;

22 iii. To investigate cruelty to animals complaints brought to
23 its attention;

24 iv. To pick up and impound upon request from an
25 authorized representative of Los Alamitos or any resident of Los Alamitos
26 any stray dogs within the Los Alamitos city limits;

27 v. To maintain prompt pick-up service for injured animals,
28 animals that have bitten, and animals that are an immediate threat to the

1 public. "Prompt pick-up" means pick-up within twenty (20) minutes after the
2 request for service is received by Long Beach, but not longer than one hour
3 after the request. Long Beach will achieve prompt pick-up for seventy
4 percent or more of requests for prompt pick-up service during the hours of
5 8:00 a.m. and 4:30 p.m. Long Beach will also provide routine pick-up
6 service, such as pick-up for stray animals in custody, stray dogs running at-
7 large and dead animals. "Routine pick-up" means pick-up within one hour
8 after receiving the request for service.

9 Long Beach and Los Alamitos mutually agree and recognize
10 that prompt pick-up and routine pick-up services may be affected by high
11 service demands, by proximity of Long Beach animal control staff to Los
12 Alamitos, and other factors beyond the control of Long Beach. In those
13 situations, Long Beach animal control staff will call the person at Los
14 Alamitos who requested service to provide estimated times for arrival of the
15 staff.

16 vi. To issue license tags and license receipts;

17 vii. To perform such duties with respect to the control
18 regulation and protection of animals within Los Alamitos as directed from
19 time to time by the City Manager of Los Alamitos;

20 viii. To maintain a telephone with listed number which will
21 be answered twenty-four (24) hours every day;

22 ix. To canvass households in Los Alamitos during the term
23 of this Agreement to insure that all animals required to be licensed are, in
24 fact, licensed.

25 D. Long Beach shall operate a public animal shelter located at
26 7700 East Spring Street, Long Beach, California 90815 to service Los Alamitos
27 throughout the term of this Agreement. Said animal shelter is currently operated
28 by and for Long Beach for its residents. The operation of said animal shelter will

1 continue at its current level of service or as changed by Long Beach in its
2 discretion.

3 E. Long Beach shall furnish and supply all labor, supervision,
4 equipment and supplies necessary to furnish the level of service to be rendered
5 hereunder. In the event that supplies, stationery, forms, decals, notices, citations,
6 or any other material must be used that carries the name of Los Alamitos, same
7 shall be supplied by Los Alamitos at its own cost and expense.

8 F. With regards to coyotes, Long Beach ACS will respond to
9 emergency situations involving public safety, sick or injured animals, provide data
10 collection and monitoring, provide public education materials, and administrative
11 support. Long Beach ACS will not perform or participate in any way with trapping
12 and euthanizing coyotes in the City of Los Alamitos unless there is a documented
13 attack on a human and only in coordination with the Department of Fish and
14 Wildlife.

15 3. INDEMNIFICATION. Pursuant to Government Code Section 895.4,
16 Long Beach shall indemnify, defend, and hold Los Alamitos harmless from any liability
17 imposed for injury (as defined by Government Code Section 810.8) occurring by reason
18 of any acts or omissions on the part of Long Beach under or in connection with any work,
19 authority, or jurisdiction delegated to Long Beach under this Agreement and Los Alamitos
20 shall indemnify, defend, and hold Long Beach harmless from any liability imposed for
21 injury (as defined by Government Code Section 810.8) occurring by reason of any acts or
22 omissions on the part of Los Alamitos under or in connection with any work, authority, or
23 jurisdiction delegated to Los Alamitos under this Agreement.

24 4. FEES.

25 A. For and in consideration of the rendition of services pursuant
26 to this Agreement, Long Beach shall be entitled to and shall retain any and all
27 animal license fees and other fees relating to animal control, of which animal
28 license fees shall be set forth in the City of Los Alamitos Schedule of Fees and

Charges, as periodically established and amended by resolution of the Los Alamitos City Council and provided in writing to the Long Beach Bureau of Animal Care Services. Where a fee for an animal license or other service to be provided under this Agreement has not been adopted by resolution of the Los Alamitos City Council and provided in writing to the Long Beach Bureau of Animal Care Services, the fee for said animal license or other service shall be as set forth in the City of Long Beach Schedule of Fees and Charges, as periodically established and amended by resolution and as approved by the Long Beach City Council. In addition, Long Beach shall be entitled to and shall retain all monies that it collects for the impounding, boarding, veterinary care and placement of animals. All fees other than animal licensing fees shall be those set forth in Long Beach's fee resolution, as periodically amended, and as adopted by the Long Beach City Council.

B. Los Alamitos shall retain all fines imposed by the Los Alamitos Municipal Code for violations of animal control ordinances.

C. Compensation Schedule.

i. Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Eighty Eight Thousand Four Hundred Sixty Four Dollars (\$88,464.00) ("Annual Compensation") on June 30 of the first year period of July 1, 2016 through June 30, 2017, then Los Alamitos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. and Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds Annual Compensation on June 30 of that same year, then the excess shall be divided equally between Long Beach and Los Alamitos.

ii. Year Two (2). Annual Compensation shall be adjusted

by the percent change in the Consumer Price Index (CPI) for All Urban Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-Riverside-Orange County, CA Area (February 2017 to February 2018), as published by the United States Department of Labor, Bureau of Labor Statistics (CUURA421SA0), which shall not be less than zero (0) and shall not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Adjusted Annual Compensation on June 30 of the Second year period of July 1, 2017 through June 30, 2018, then Los Alamitos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. and Adjusted Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds Adjusted Annual Compensation on June 30 of that same year, then the excess shall be divided equally between Long Beach and Los Alamitos."

D. Compensation in the Event of Termination. In the event of termination of this Agreement pursuant to Section 7 or Section 9, Long Beach shall retain fees as compensation for services provided by Long Beach through the effective date of the termination

i. Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination does not equal or exceed Annual Compensation for each month that the Agreement has been in effect until June 30, 2017, then Los Alamitos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. to the effective date of termination and the dollar figure obtained by multiplying Annual Compensation times the number of months the Agreement was in effect between July 1, 2016 through June 30,

2017. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days after the effective date of termination. Any excess fees shall be paid to Los Alamitos.

ii. Year Two (2). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination but prior to June 30, 2018 does not equal or exceed Adjusted Annual Compensation for each month that the Agreement has been in effect until June 30, 2018, then Los Alamitos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. to the effective date of termination and the dollar figure obtained by multiplying Adjusted Annual Compensation times the number of months the Agreement was in effect between July 1, 2015 through June 30, 2016. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days after the effective date of termination. Any excess fees shall be paid to Los Alamitos."

E. Payments. Long Beach shall prepare and submit a bill to Los Alamitos every quarter, the first quarterly bill being submitted to Los Alamitos on or about October 1, 2016. Upon receipt of these quarterly bills, Los Alamitos agrees to make timely payments to Long Beach. In like manner, Long Beach agrees to make timely payments to Los Alamitos upon receipt of its bill for any amounts owed to it as part of this Agreement.

5. ENFORCEMENT. Los Alamitos shall cooperate with Long Beach to the fullest extent possible to enforce all Los Alamitos ordinances relating to animal control and to enable Long Beach to collect the fees due to Long Beach pursuant to this Agreement.

6. KENNELS. Long Beach will maintain its kennels and animal shelters in a humane, sanitary condition. Long Beach will give any notices required by law regarding destruction of animals and use humane methods in their destruction. Long

1 Beach does not knowingly sell animals for medical research.

2 7. ORDINANCES.

3 A. Los Alamitos shall adopt by reference (in the form of an
4 ordinance) Title 6 of the Long Beach Municipal Code concerning animals to be the
5 animal control ordinance of Los Alamitos. Subsequent changes, amendments,
6 additions, deletions, or revisions to the Long Beach Municipal Code regulating
7 animals will have no force or effect on the animal control ordinances of Los
8 Alamitos without action by the Los Alamitos City Council.

9 B. If the animal control ordinances of Los Alamitos are amended
10 during the term of this Agreement, Los Alamitos shall, within ten (10) days, give
11 notice to Long Beach of such changes. Long Beach shall notify Los Alamitos of
12 any objections to the amendments. If Los Alamitos and Long Beach cannot come
13 to a mutually acceptable agreement concerning the amendments within thirty (30)
14 days of the original notice of Los Alamitos, Long Beach shall have the right to
15 terminate this Agreement by giving thirty (30) days notice to Los Alamitos. In the
16 event of termination, neither party shall have any further obligation under this
17 Agreement except as provided in Section 4.

18 8. REPORTS.

19 A. Long Beach shall keep and maintain during the term of this
20 Agreement books and records pertaining to the licensing of animals, collection of
21 fees, impounding of animals, citations issued, warnings issued, and the
22 destruction of animals as these items relate to animals within the city limits of Los
23 Alamitos. Said books and records shall be available for audit and examination by
24 Los Alamitos during normal business hours of Long Beach and on reasonable
25 notice.

26 B. Each month during the term of this Agreement, Long Beach
27 will inform the City Manager of Los Alamitos of the total dollar amount of license
28 fees collected.

1 C. Long Beach shall maintain a record of all complaints received
2 and furnish the City Manager with a written record of the complaints and the way
3 in which complaints were handled. This information, along with a written report on
4 the operation of the Long Beach Animal Control Program, shall be furnished
5 monthly to the City of Los Alamitos.

6 9. TERMINATION. Either party may terminate this Agreement by
7 giving the other party thirty (30) days prior notice, as described in Section 10 below.

8 10. NOTICE. Any notice required hereunder or desired to be given by
9 either party shall be in writing and personally served or deposited in the U.S. Postal
10 Service, first class, postage prepaid, addressed to Long Beach at 333 West Ocean
11 Boulevard, Long Beach, California 90802, Attention: Bureau of Animal Care Services and
12 to Los Alamitos at 3191 Katella Avenue, Los Alamitos, California 90720-5600, Attention:
13 City Manager. Notice shall be deemed given on the date deposited in the mail or on the
14 date personal service is obtained, whichever first occurs.

15 11. AMENDMENT. This Agreement shall not be amended, nor any
16 provision or breach hereof waived, except in writing signed by the parties which expressly
17 refers to this Agreement.

18 12. PROHIBITION AGAINST SUBCONTRACTORS OR ASSIGNMENT.
19 Long Beach shall not contract with any entity to perform in whole or in part the work or
20 services required hereunder without the express written approval of Los Alamitos.
21 Neither this Agreement nor any interest herein may be assigned or transferred,
22 voluntarily or by operation of law, without the prior written approval of Los Alamitos. Any
23 such prohibited assignment or transfer shall be void.

24 13. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES. No
25 officer or employee of Los Alamitos shall be personally liable to Long Beach, or any
26 successor in interest, in the event of any default or breach by Los Alamitos or for any
27 amount which may become due to Long Beach or its successor, or for breach of any
28 obligation of the terms of this Agreement; nor shall any officer or employee of Long

1 Beach be personally liable to Los Alamitos, or any successor in interest, in the event of
2 default or breach by Long Beach or for any amount which may become due to Los
3 Alamitos or its successor, or for breach of any obligation of the terms of this Agreement.

4 14. CORPORATE AUTHORITY. The person executing this Agreement
5 on behalf of each party hereto warrants that (i) such party is duly organized and existing,
6 (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of such
7 party, (iii) by so executing this Agreement, such party is formally bound to the provisions
8 of this Agreement, and (iv) the entering into this Agreement does not violate any
9 provision of any other agreement to which said party is bound.

10 15. ENTIRE AGREEMENT. This Agreement constitutes the entire
11 understanding between the parties and supersedes all other agreements, whether oral or
12 written, with respect to the subject matter herein.

13 16. INDEPENDENT CONTRACTOR. In performing services hereunder,
14 Long Beach is an independent contractor and its employees are not employees or agents
15 of Los Alamitos. In that regard, Los Alamitos will not withhold taxes of any kind from fees
16 payable to Long Beach, will not obtain workers' compensation for or on behalf of
17 employees of Long Beach nor provide any of the usual and customary benefits or
18 privileges for employees of Long Beach, including but not limited to compensation.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties hereto have caused these presents to
2 be duly executed with all the formalities required by law on the respective dates set forth
3 opposite their signatures.

4 CITY OF LOS ALAMITOS, a municipal
5 corporation

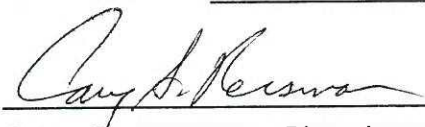
6 June 30, 2016

By 

Richard D. Murphy, Mayor

"Los Alamitos"

8 This Agreement is hereby approved as to form on June 30, 2016.

9
10 By 

Cary S. Reisman, City Attorney

12 CITY OF LONG BEACH, a municipal
13 corporation

14 By 

City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 "Long Beach"

Assistant City Manager

17 This Agreement is hereby approved as to form on JULY 7, 2016.

18 CHARLES PARKIN, City Attorney

19
20 By 

Deputy

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
ANIMAL CARE SERVICES				
THE FOLLOWING ANIMAL CARE SERVICES FEES ARE APPROVED BY THE LONG BEACH CITY COUNCIL THROUGH THE ADOPTION OF A RESOLUTION DURING A HEARING.				
ANIMAL CARE SERVICES FEES				
Redemption of animal previously released by owner	Fee to get back animal that was previously released to animal control by owner	\$31	Per Animal	Fee
Pickup/Impound/Capture Fee (First Officer)	Fee for one (1) Animal Control Officer to pick up an owner animal	\$64	First Officer	Fee
Pickup/Impound/Capture Fee (Each Officer per hour or fraction thereof)	Fee for each additional Animal Control Officer (after the First Officer) needed to pick up an owner animal	\$64	Each additional Officer	Fee
Dog Adoption Fee	Spay and Neuter procedure, microchip, and rabies inoculation	Actual Costs	Dog	Fee
Cat Adoption Fee	Spay and Neuter procedure, microchip, and rabies inoculation	Actual Cost	Cat	Fee
Collection Late Fee	Penalties will accrue per month and be added to the total balance owed to offset costs associated with the ongoing payment collections process.	10% of total fees owed/month of non-payment	Each	Penalty
Late Fee	Penalties will accrue per month and be added to the total balance owed to offset costs associated with the ongoing payment collections process up to a maximum of one hundred percent (100%) of the amount payable on the due date.	10%	total fees owed/month of non-payment	Penalty
Adoption - Chinchilla (Includes spay/neuter)		\$50	Each	Fee
Adoption - Rabbits		\$20	Each	Fee
Adoption - Large Pocket Pet (Guinea Pig)		\$10	Each	Fee
Adoption - Small Pocket Pet (Hamster, Rat, Mouse)		\$8	Each	Fee
FEES FOR IMPOUNDING				
For Dogs, 1st Impound	First Impound	\$37	Each dog	Penalty
For Dogs, 2nd Impound	Second Impound	\$54	Each Dog	Penalty
For Dogs, 3rd Impound	Third Impound	\$105	Dog	Penalty
For Dogs, 3rd + Impound	Fourth and Impounds	\$105 + \$50 per add'l impound after third impound	Dog	Penalty
For Cats, 1st Impound	Impound	\$37	Each cat	Penalty

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
FEES FOR IMPOUNDING				
For Cats, 2nd Impound	Second Impound	\$54	Each Cat	Penalty
For Cats, 3rd Impound	Third Impound	\$105	Each Cat	Penalty
For Cats, 3rd + Impound	Fourth and Subsequent Impounds	\$105 + \$50 per add'l impound after third impound	Each cat	Penalty
For Livestock (cows, goats, sheep, pigs, etc.)	Fee to impound livestock	\$85	Each Animal	Penalty
Fowl, Birds and Pocket Pets	Fee to impound fowl, birds, and Pocket Pets (including rabbits)	\$37	Each Animal	Penalty
DOG, NONSPAYED OR UNNEUTERED WHEN IMPOUNDED				
First Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$35	Each dog	Penalty
Second Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$50	Each dog	Penalty
Third and Subsequent Violations (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (FA 30804.7)	\$100	Each dog	Penalty
CAT, NONSPAYED OR UNNEUTERED WHEN IMPOUNDED				
First Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$35	Each Cat	Penalty
Second Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$50	Each Cat	Penalty
Third and Subsequent Violations (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$100	Each Cat	Penalty
FEES FOR BOARDING OR KEEPING				
Livestock Board and Keep	Fee for board and care of livestock	\$38 + actual cost	Per Animal, Per day	Fee
Dogs, Cats, Pocket Pets Board and Keep (includes quarantined animals)	Fee for board and care of animals (dogs, cats, etc.)	\$18	Per Animal, Per day	Fee
Exotic animals	Fee for board and care of exotic animals	\$16 + actual cost	Per animal, per day	Fee
DOG TAG FEES				
Dog License - 12 months (Unaltered)	12 month dog license fee for dogs over four months old that are Not altered (Not spay/neutered)	\$105	Dog	Fee
Dog License - 12 months (Altered)	12 month dog license fee for dogs over four months old that are altered (spay/neutered)	\$28	Dog	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
DOG TAG FEES				
Dog License Senior Citizen - 12 months	Senior Citizen rate for 12 month dog license fee; applies to one dog/household only and for altered dogs only	\$14	Dog	Fee
Dog License Vicious Animal (initial)	License fee for owners of vicious animals includes the cost of hearing officer and associated costs, investigative hours, property inspection, license, spay & neuter. Does not include boarding fees, quarantine and penalties.	\$1,065	Annual	Fee
Dog License Vicious License Renewal and Re-Inspection	Fee for animal control officers to re-inspect premises where vicious animal resides	\$400	Annual Renewal and Inspection	Fee
CAT TAG FEES				
Cat License Senior Citizen (Altered) - 12 months	Cat license fee for altered cat for 60+ resident, proof of age required	\$5	Per license	Fee
Cat License Non-Profit Rescue - 12 months	Cat license for certified non-profit rescue group and feral cat colony managers	\$0	Per license	Fee
Cat License 12 month (Altered)	12 month license fee for altered cats (spay or neutered)	\$10	Cat	Fee
PENALTIES				
Cat License Late Fee	Fee for new/renewal dog licenses that are purchased late; applies to unaltered and altered dogs	\$30	Per Year, Per Cat	Penalty
Dog License Late Fee	Fee for new/renewal dog licenses that are purchased late; applies to unaltered and altered dogs	\$30	Per Year, Per Dog	Penalty
ISSUE DUPLICATE TAG				
Duplicate Cat License	Fee to issue duplicate cat license tag (altered)	\$10	Per Cat	Fee
Duplicate Dog License	Fee to issue duplicate dog license tag (altered/unaltered)	\$10	Dog	Fee
INOCULATIONS AND MEDICAL CARE				
Anti-rabies - Cat	Fee for rabies vaccination - Cat	\$6	Vaccination	Fee
Anti-Rabies - Dog	Fee for rabies vaccination - Dog	\$6	Vaccination	Fee
Bordetella	Fee for bordetella vaccination	\$15	vaccination	Fee
Distemper/Parvo	Fee for distemper/parvo	\$15	Vaccination	Fee
Feline Viral Rhinotracheitis CP	Fee for feline viral rhinotracheitis CP vaccination (cat)	\$15	Vaccination	Fee
Microchip	Avid Microchip Fee	\$25	Animal	Fee
PureVax	Merial nonadjuvanted rabies vaccination for cats.	\$20	Vaccination	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
INOCULATIONS AND MEDICAL CARE				
Spay or Neuter Procedure, Dog or Cat	Charge for spay or neuter procedure on either dog or cat	\$56	Each	Fee
X-Ray Prices				
Single View		\$25	Per View	Fee
DROP OFF/OWNER RELINQUISHED ANIMALS (DOGS, CATS, OTHER)				
Placeable Pocket Pet, including rabbits	Fee to release placeable (adoptable) pocket pet, including rabbits	\$41	Animal	Fee
Placeable dog/cat with current license or placeable other	Fee to release placeable (adoptable) dog/cat with current license or placeable other animal	\$79	Animal	Fee
Non-placeable dog/cat with current license or non-placeable other animal	Fee to release non-placeable (non-adoptable) dog/cat with current license and non-placeable other animal to animal care services (Includes: release fee and euthanasia fee).	\$110	Animal	Fee
Placeable dog/cat without current license	Fee to release placeable (adoptable) dog/cat without current license to animal care services (Includes: release fee and license penalty fee)	\$135	Animal	Fee
Non-placeable dog/cat without current license	Fee to release non-placeable (non-adoptable) dog/cat without current license to animal care services (Includes: release fee; license penalty; euthanasia fee).	\$160	Animal	Fee
Commercial trapping relinquishment fee (wildlife)	Fee for commercial trapping businesses to release wildlife	\$85	Animal	Fee
Non-resident Owner Relinquishment - Alive	Fee for non-residents to release an owned animal to animal care services (includes category above plus penalty)	\$110 penalty + applicable relinquishment fee	Animal	Fee
Stray/Non-Owner Relinquishment - Dead/Alive	No fee to release stray (not owned) animals to animal control	\$0	No Fee	Fee
DEAD ANIMAL DISPOSAL				
Non-resident Owner Relinquishment - Dead	Non-resident Owner Relinquishment - Dead	\$31	Per animal	Fee
Institution (School, Business, Etc.) Relinquished Dead Animal and Disposal	Barrel	\$135	Barrel	Fee
Institution (School, Business, Etc.) Relinquished Dead Animal and Disposal	Fee to dispose of dead animals relinquished by institutions (school, business, etc.) - per animal/barrel	\$31	Animal	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
DEAD ANIMAL DISPOSAL				
Owner Relinquished Dead Animal and Disposal	Fee to dispose of an owner's deceased pet	\$31	Animal	Fee
Owner Relinquished Large Animal (Livestock, etc.) Disposal	Fee to dispose of owner's large animal (livestock, etc.) carcass	Cost of actual disposal plus \$26 admin fee	Animal	Fee
Veterinarian Relinquished Dead Animal and Disposal	Fee to dispose of dead animals relinquished by veterinarians - per animal/barrel	\$32	Animal	Fee
Veterinarian Relinquished Dead Animal and Disposal	Barrel	\$135	Barrel	Fee
CAT TRAPS				
Deposit (covers replacement cost of trap and tax)	Deposit fee to rent cat trap; Deposit is forfeited after 30 days if trap is not returned or damaged	\$100	Trap	Fee
Rental Charge (per day of use)	Charge to rent cat trap - charge begins on the first day of rental	\$5	Day	Rent
Trap Pick-up or Drop-off (includes officer time)	Fee for animal control to pick-up or drop-off a trap	\$64	Pick-up/Drop Off	Fee
EUTHANASIA				
Euthanasia	Fee for euthanasia - only for animals that can be immediately euthanized, by law. Additional drop-off fee applies.	\$54	Animal	Fee
PERMITS				
Animal Education Permit by Non-Profit	Includes non-profit humane education at schools, hospitals, approved special events, that do not require officer presence.	\$0	Each	Fee
Animal Display	Limited display of approved animals by a certified non-profit organization for the purposes of promoting adoption on city property; must have current business license and transfer permit	\$0	Event	Fee
Animal Menagerie (petting zoos, parades, weddings, promotions, dog walks and events put on by local charities)	Includes: minimum fees for admin time plus officer time of a minimum of 1 hour per day	\$135	Day	Fee
Animal Exhibitions (circus, rodeos, battle re-enactments, dog shows promoting pure-bred animals and breeding etc.)	Fee for a minimum of (2) animal control officers for a minimum of (8) hours per day to monitor and enforce animal laws and administration time	\$1,070	Day	Fee
Dog Breeding Permit Application	Fee to process dog breeding permit application - non-refundable (as stated in municipal code)	\$210	Application	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
PERMITS				
Dog Breeding Permit	Fee for dog breeding permit - non-refundable (as stated in municipal code)	\$325	Annual	Fee
Guard Dog Site	Site permit fee for companies/properties with guard dogs	\$170	Annual	Fee
Filming Animals (movies, commercials)	Permit fee for animal menagerie (petting zoo) (Includes: admin time plus officer time of a minimum of 1 hour per day)	\$135	Day	Fee
Filming Animals (movies, commercials)	Fee for Animal Control Officer to remain on location during filming @ \$60 per hour	\$64	Hour	Fee
Possession of Exotic Animal (First Animal)	Permit fee for first exotic animal (includes officer inspection and administration of permit)	\$80	Annual	Fee
Possession of Exotic Animal (Additional Animal)	Permit fee for additional exotic animals (includes officer inspection on additional animals and administration of permit)	\$31	Annual	Fee
Property Reinspection Fee	Fee to reinspect properties of groups [501(C)(3)] exempt from breeding/transfer application and breeding permit fees]	\$64	Reinspection , Per hour (minimum 1 hour)	Fee
Transfer for Sale Permit (dog breeders)	Permit fee for approved breeders to sell puppies (as stated in municipal code)	\$535	Litter	Fee
Transfer for Sale Permit (pet shops)	Fee for pet shops to sell/transfer animals (as stated in municipal code)	\$535	Annual	Fee
INVESTIGATIVE SERVICES				
Court Restitution	Reimbursement for animal control staff time needed to prepare/file court cases (per hour)	\$64	Hour	Fee
PLAN CHECK FEES				
Veterinary Clinic	Fee charged for plan review on new/remodel veterinary clinics	\$185	Plan Check	Fee
PET SHOP				
Pet Shops with less than 12 animals for sale	Fee charged for plan review on new/remodel pet shops	\$185	Plan Check	Fee
Pet Shops with 12+ animals for sale	Fee charged for plan review on new/remodel pet shops	\$295	Plan Check	Fee
Pet Groomers	Fee charged for plan review on new/remodel pet grooming facilities	\$185	Plan Check	Fee
KENNEL/ DAYCARE				
Facilities with animal occupancy of less than 25	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$185	Plan Check	Fee
Facilities with animal occupancy between 25 - 75	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$295	Plan Check	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
KENNEL/ DAYCARE				
Facilities with animal occupancy of 75+	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$400	Plan Check	Fee
HORSE STABLES				
Boarding stables - less than 12 horses	Fee charged for plan review of new/remodel horse stables	\$185	Plan Check	Fee
Boarding stables - between 12 -25 horses	Fee charged for plan review of new/remodel horse stables	\$295	Plan Check	Fee
Boarding stables - more than 25 horses	Fee charged for plan review of new/remodel horse stables	\$400	Plan Check	Fee
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS				
DOG LICENSING AND FOWL, RABBITS & GOATS				
First Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$100	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$200	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$250	Violation	Penalty
ANIMAL SHELTER, RABIES CONTROL, POLICE ANIMALS & ANIMAL REGULATIONS				
First Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$100	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$200	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$500	Violation	Penalty
ANIMAL BREEDING & TRANSFER				
First Violation - Alters animal	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$350	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$700	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$1,000	Violation	Penalty
VICIOUS ANIMAL PENALTIES				
First Violation - Failure to Surrender Vicious Animal	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$350	Violation	Penalty

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS				
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$700	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$1,000	Violation	Penalty
First Violation - Violation of Vicious Animal Rules	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$350	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$700	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$1,000	Violation	Penalty
Deposit: Vicious Animal Appeal Process	Security deposit held for parties declared vicious. Deposit is refunded if the appeal is granted.	Cost of Citation	Appeal	Penalty
Deposit: Administrative Citation Appeal Process	Security deposit held for parties who request an appeal hearing for the issuance of an Administrative Citation. Deposit is refunded if the appeal is granted.	Cost of Citation	Appeal	Penalty
LATE PENALTY - CITATION				
LATE PENALTY OF 25% PER CITATION WHEN NOT PAID OR APPEALED WITHIN 30 DAYS OF CITATION ISSUE DATE				
Late Penalty fee for \$100 citation	Late Penalty fee for \$100 citation	\$25	Per late \$100 citation	Penalty
Late Penalty fee for \$200 citation	Late Penalty fee for \$200 citation	\$50	Per late \$200 citation	Penalty
Late Penalty fee for \$250 citation	Late Penalty fee for \$250 citation	\$62.50	Per late \$250 citation	Penalty
Late Penalty fee for \$350 citation	Late Penalty fee for \$350 citation	\$87.50	Per late \$350 citation	Penalty
Late Penalty fee for \$500 citation	Late Penalty fee for \$500 citation	\$125	Per late \$500 citation	Penalty
Late Penalty fee for \$700 citation	Late Penalty fee for \$700 citation	\$175	Per late \$700 citation	Penalty
Late Penalty fee for \$1000 citation	Late Penalty fee for \$1000 citation	\$250	Per late \$1,000 citation	Penalty
MANDATORY VETERINARY CARE				
Medications and Treatment	Medications and/or solutions administered to animal patient during treatment, including administration cost	Actual Cost + \$42 per hour	Per item	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
MANDATORY VETERINARY CARE				
Medical Treatment	Charge for additional medical treatment for impounded animals. This including grooming and miscellaneous medical treatment above and beyond normal impound procedures, including grooming or administering veterinarian mandated medical treatment, including pharmaceuticals. This is an hourly charge, with a minimum 1 hour per occurrence	\$43	Per Hour, Minimum 1 hour	Fee
Flea Treatment	Flea Treatment for Stray, Abandoned or Neglected animals as prescribed by the veterinarian	\$10	Per Animal	Fee
URBAN AGRICULTURE				
Urban Agriculture Fee for Goats (2)	Permit for residents who choose to own (2) goats. A permit for a single goat is not allowed.	\$28	Each	Fee
Urban Agriculture Fee for Chickens (5-20)	Permit for residents who choose to own more than 4 chickens	\$28	Each	Fee

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 15, 2021

ITEM NUMBER: 9D

To: Mayor Mark A. Chirco & Members of the City Council

**Via: Emeline Noda, Acting Recreation & Community Services
Director**

Presented By: Megan Shimada, Recreation Supervisor

**Subject: Approval of Request for Proposals (RFP) 2021-02 for
Fireworks for the 4th of July Fireworks Spectacular**

SUMMARY

This item recommends action to facilitate the solicitation of bids for contractual services for the fireworks display at the 2021 4th of July Fireworks Spectacular.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2021-02 for the fireworks display at the 2021 4th of July Fireworks Spectacular; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos has begun the process of coordinating the 2021 4th of July Fireworks Spectacular held on the Joint Forces Training Base (JFTB). The event will be a drive-up style event similar to the 2020 event but with live stage entertainment, food vendors, and concessions.

Staff has drawn up a Request for Proposal (RFP) with three different show options to seek proposals from qualified state licensed pyrotechnic contractors to purchase fireworks, obtain and file all permits associated with the fireworks display, provide insurance, choreograph the firework display, deliver to the project site, setup and launching of the firework display, and cleanup of the firework display area.

DISCUSSION

RFP 2021-02 is intended to solicit bids for fireworks display at the 4th of July Fireworks Spectacular. Once executed, the contract will be conditioned to run for two years from the established date, with the possibility of three (3) – one (1) year extensions by mutual agreement.

The following is an approximate timeline for awarding of the contract related to 4th of July fireworks display:

- March 15, 2021 Approval of Request for Proposals (RFP 2021-02)
- March 22, 2021 Advertise RFP
- April 7, 2021 Deadline for Submittals
- April 19, 2021 Award of Contract

FISCAL IMPACT

There is no cost associated with issuing an RFP. The projected cost of the firework show will be incorporated into the 4th of July Fireworks Spectacular budget in the Recreation and Community Services Department in the special event division. The expenditures of the events will be partially offset with the revenues from the event including vendor sales and sponsorships and the Recreation Department's "My City My Los Al" Partnership Program.

Submitted by: Megan Shimada, Recreation Supervisor

Reviewed by: Emeline Noda, Acting Director of Recreation & Community Services

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachments: 1. RFP No. 2021-02 Bid & Specification



Approval of RFP for 4th of July Fireworks Spectacular
March 15, 2021
Page 2 of 2

CITY OF LOS ALAMITOS
Recreation and Community Services Department



NOTICE TO BIDDERS

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 11:00 AM on Wednesday, April 7, 2021. Due to COVID-19 City offices are closed to the public, please contact Department Secretary Maria Enciso by email, MEnciso@cityoflosalamitos.org or by phone (562) 431-3538 Extension 301 to schedule an appointment. Bid submittals are by appointment only. The Request for Proposals documents can be found online at: <https://cityoflosalamitos.org/business/bids-and-rfps/>. The bids will be opened via teleconference and read at 11:00 a.m. on the 7th day of April 2021. Pursuant to Executive Orders and given the current health concerns, members of the public can access bid opening by phone dial +1 (301) 715-8592 and enter the Meeting ID: 826-8607-2952. Your microphone will be disabled upon entry for the duration of the meeting. Members of the public may not attend the bid opening in person.

**2021 Fireworks Display at the Annual 4th of July Fireworks Spectacular
to be held at the Joint Forces Training Base in Los Alamitos, California**

Bids must be submitted on the City's Bid Forms and submitted in sealed envelopes marked on the outside, **"SEALED BID FOR 2021 FIREWORK DISPLAY."**

The project consists of: Purchasing fireworks, obtain and file all permits associated with the firework display, providing insurance, vendor being a state licensed pyrotechnic operator, choreographing the firework display, delivering to project site, setup and launching the firework display, and cleanup of the firework display area.

Withdrawal of bids shall not be permitted for a period of sixty (60) days after the date set for the opening thereof.

The City reserves the right to reject any and all bids.

CITY OF LOS ALAMITOS
CALIFORNIA

BY

Megan Shimada
Recreation Supervisor
3191 Katella Avenue
Los Alamitos, CA 90720

BIDDING SHEET

In the blanks provided, fill in the prices at which you propose for the purchase and delivery of the equipment and all applicable sales and use taxes imposed pursuant to the laws of the State of California.

Bidders are advised that they must include a proportional amount of overhead, profit, etc., within the bid prices.

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums:

BID PROPOSAL

TODAY'S DATE: _____, 2021

SUBMIT BID TO: City of Los Alamitos

ADDRESS: 3191 Katella Avenue

CITY/ZIP: Los Alamitos, CA 90720

ATTN: RECREATION AND COMMUNITY SERVICES DEPARTMENT

PHONE #: (562) 430-1073

JOB NAME: **2021 Fireworks Display at the Annual 4th of July Fireworks Spectacular**

NOTE: Please use this form to submit your bid and any exclusions (if any) to the City's Fireworks Display Agreement (attached), or other notes. You are welcome to attach any company literature or other information.

BID DUE DATE: Wednesday, April 7, 2021 at 11:00 AM or before, BIDS CANNOT BE FAXED.

In complete compliance and accord with the attached specifications, we hereby submit our pricing as follows to complete said project. Our pricing includes all labor, supervision, materials, taxes, freight, equipment, rentals, subcontractor charges, licenses, permits, dump fees, support, insurance premiums, and any other related charges required to complete the project. All state and local codes and regulations are to be complied with in their entirety.

We do hereby acknowledge we have reviewed the specifications, and accept all conditions of same, including this Bid Form and propose to complete this project under these conditions for the Lump Sum price and/or unit price of:

**2021 Fireworks Display at the Annual 4th of July Fireworks Spectacular to be held at
the Joint Forces Training Base in Los Alamitos, California
Due Date: April 7, 2021 @ 11:00 AM**

****Total price should include all necessary fees including insurance, transportation, storage,
labor, and all fireworks****

*****Bid is for a two year contract (2021 & 2022) with three (2023, 2024, 2025), one year
options*****

OPTION A

BASE BID PRICE \$ _____

TAX (9.25%) \$ _____

TOTAL PRICE \$ _____

TOTAL WRITTEN PRICE _____ **DOLLARS**

OPTION B

BASE BID PRICE \$ _____

TAX (9.25%) \$ _____

TOTAL PRICE \$ _____

TOTAL WRITTEN PRICE _____ **DOLLARS**

OPTION C

BASE BID PRICE \$ _____

TAX 9.25%) \$ _____

TOTAL PRICE \$ _____

TOTAL WRITTEN PRICE _____ **DOLLARS**

FIREWORK DISPLAY SPECS – OPTION A

Announcement Barrage	
Aerial Titanium Flash Salutes	
3"	10
Color and Multi-Color Finale Shells	
3"	10

Aerial Show Presentation	
Aerial Titanium Flash Salutes	
3"	5
Color and Multi-Color Aerial Shells	
3"	70
4"	50
5"	70
6"	35
8"	6
Flutter, Glitter, Electric Color and Color Changing Shells	
3"	70
4"	30
5"	65
6"	19
8"	3
Distinctive and Unique Aerial Shells	
3"	20
4"	20
5"	30
6"	10
8"	2
Streaking Comets & Tiger Tails	
3"	20
Premium Aerial Shells	

3"	20
4"	12
5"	12
6"	2

Bombardments	
25 Shot	4
49 Shot	4
100 Shot	4
150 Shot	2
300 Shot	2
Total Shots	1,596

Aerial Grand Finale	
Color and Multi-Color Finale Shells	
3"	100
4"	24
5"	8
6"	2
Aerial Flash Salutes	
3"	100
Finale Crown	
8"	1

Grand Totals	
Aerial Shells	
3"	425
4"	136
5"	185
6"	68
8"	12
Total Aerial Shells	826

Total Bombardment Shells	1,596
Total Shots	2,422

FIREWORK DISPLAY SPECS – OPTION B

Announcement Barrage	
Aerial Titanium Flash Salutes	
3"	10
Color and Multi-Color Finale Shells	
3"	10

Aerial Show Presentation	
Aerial Titanium Flash Salutes	
3"	5
Color and Multi-Color Aerial Shells	
3"	70
4"	50
5"	40
Flitter, Glitter, Electric Color and Color Changing Shells	
3"	70
4"	30
5"	30
Distinctive and Unique Aerial Shells	
3"	20
4"	20
5"	16
Streaking Comets & Tiger Tails	
3"	20
Premium Aerial Shells	
3"	20
4"	12
5"	12

Bombardments	
25 Shot	4
49 Shot	4
100 Shot	4
150 Shot	2
300 Shot	2
Total Shots	1,596
Aerial Grand Finale	
Color and Multi-Color Finale Shells	
3"	100
4"	24
Aerial Flash Salutes	
3"	100
Finale Crown	
5"	8

Grand Totals	
Aerial Shells	
3"	425
4"	136
5"	105
Total Aerial Shells	667
Total Bombardment Shells	1,596
Total Shots	2,253

FIREWORK DISPLAY SPECS – OPTION C

Announcement Barrage	
Aerial Titanium Flash Salutes	
3"	10
Color and Multi-Color Finale Shells	

3"	10
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Aerial Show Presentation	
Aerial Titanium Flash Salutes	
3"	5
Color and Multi-Color Aerial Shells	
3"	70
4"	50
Flitter, Glitter, Electric Color and Color Changing Shells	
3"	70
4"	30
Distinctive and Unique Aerial Shells	
3"	20
4"	20
Streaking Comets & Tiger Tails	
3"	20
Premium Aerial Shells	
3"	20
4"	12
Bombardments	
100 Shot	6
300 Shot	1
Total Shots	900
Aerial Grand Finale	
Color ad Multi-Color Finale Shells	
3"	100
4"	24
Aerial Flash Salutes	
3"	100
Finale Crown	

4"	8
----	---

Grand Totals	
Aerial Shells	
3"	425
4"	144
Total Aerial Shells	569
Total Bombardment Shells	900
Total Shots	1,469

VENDORS TO PROVIDE

- 1. Permit Filings as Required**
- 2. Storage and Delivery of the Fireworks**
- 3. All Equipment to Produce the Display**
- 4. A State Licensed Pyrotechnic Operator**
- 5. Required Insurance**
- 6. Choreographed Pyrotechnic Display**

COMPANY NAME:
ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
EMAIL ADDRESS:

NOTE: The City of Los Alamitos reserves the right to award the contract based upon the available funds. The bids will be compared on the basis of lowest cost.

**2021 Fireworks Display at the Annual 4th of July Fireworks Spectacular
to be held at the Joint Forces Training Base in Los Alamitos, California
Due Date: April 7, 2021 @ 11:00 AM**

FIREWORKS DISPLAY AGREEMENT
[Vendor Name TBD]

THIS FIREWORKS DISPLAY AGREEMENT (the "Agreement") is made, entered into, and effective this ___th day of June 2021, by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation ("CITY"), and _____ ("VENDOR").

RECITALS

- A. VENDOR designs, produces, and conducts public fireworks displays; and
- B. CITY desires to engage VENDOR to design, produce and perform a public fireworks display on July 4, 2021, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. CITY hereby engages VENDOR to provide to CITY one public fireworks display ("Display"), and VENDOR accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 VENDOR Duties. VENDOR shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CITY) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, VENDOR shall provide the Display in substantial conformance with the duration, quantities and format outlined in the Scope of Work, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 CITY Duties. CITY shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for VENDOR to utilize the Site for the Display.

1.3 VENDOR Performance. As a material inducement to the CITY entering into this Agreement, VENDOR acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, VENDOR represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the State of California. VENDOR further represents and warrants that it is skilled in the

field of public fireworks displays and that it holds the necessary skills and abilities to satisfy the standard of quality and performance as set forth in this Agreement. VENDOR further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the CITY.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of all Display services and work.

2. Time and Place. The Display shall take place on July 4, 2021 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Joint Forces Training Base located at 11200 Lexington Avenue, Los Alamitos, CA ("Site"). The Display will be under the direct supervision and control of a lead VENDOR pyrotechnician as set forth in Paragraph 3. It is agreed that VENDOR shall be the exclusive fireworks supplier and producer for the Display contracted for herein. CITY reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead VENDOR pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. VENDOR shall furnish CITY with the name of the lead VENDOR pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. VENDOR shall provide the documentation required by this Paragraph to the CITY by no later than June 11, 2021.

4. Fees, Interest, and Expenses.

4.1 Fee. CITY agrees to pay VENDOR a fee of \$_____. (_____ Dollars) ("Display Fee") for the Display. CITY shall pay to VENDOR \$_____ (_____ Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by CITY no later than July 31, 2021.

4.2 Expenses. VENDOR shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as VENDOR's responsibility under this Agreement. CITY shall pay all costs related to the Display not supplied by VENDOR including, but not limited to, all governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. Force Majeure. CITY agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and other causes beyond the control of VENDOR,

which may prevent the Display from being safely discharged on the Scheduled Date. If, for any such reason, VENDOR is not reasonably able to safely discharge the Display on the Scheduled Date, CITY may: (i) reschedule the Display on a mutually agreed upon date occurring no later than six months from the Scheduled Date, and pay to VENDOR the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, forfeit the Deposit, and be relieved of any obligation to pay to VENDOR the balance of the Display Fee.

6. Rescheduling. CITY shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if CITY elects to reschedule the Display, it shall pay to VENDOR the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$ _____ (_____ Dollars), if the CITY notifies VENDOR of the request to reschedule before 12:00 a.m. on July 3, 2021; or (ii) 15% of the Display Fee, or \$ _____ (_____ Dollars), if the CITY notifies VENDOR of the request to reschedule on or after 12:00 a.m. on July 3, 2021. The Display shall be rescheduled on a mutually agreed upon date occurring no later than six months from the Scheduled Date.

7. Right to Cancel, Substantial Delay or Postponement.

7.1 Right to Cancel. CITY shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If CITY elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, VENDOR's inability to perform as a result of operator error, or malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or VENDOR's failure to fulfill its obligations under this Agreement, VENDOR shall retain the Deposit, and the CITY shall pay to VENDOR as liquidated damages: (i) 50% of the balance of the Display Fee, or \$ _____ (_____ Dollars), if the CITY notifies VENDOR of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$ _____ (_____ Dollars), if the CITY notifies VENDOR of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or \$ _____ (_____ Dollars), if the CITY notifies VENDOR of the cancellation less than 15 days prior to the Scheduled Date.

7.2 Substantial Delay or Postponement. Both parties agree that the CITY will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If VENDOR, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting 2 to 5 minutes in total, VENDOR shall pay to the CITY as liquidated damages 20% of the Display Fee, or \$ _____ (_____ Dollars).

B. If VENDOR, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a

gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, VENDOR shall pay to the CITY as liquidated damages 50% of the Display Fee, or \$_____ (_____Dollars).

C. If VENDOR, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the CITY, in its sole discretion, may cancel the Display without incurring any liability for payment to VENDOR and without any obligation to reschedule the Display. In either event, it is expressly agreed that VENDOR shall pay to the CITY as liquidated damages 100% of the Display Fee, or \$_____ (_____Dollars).

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the CITY elects to reschedule or cancel the Display prior to the Scheduled Date, the CITY shall communicate its decision to _____ of VENDOR at [email] and/or by phone to (xxx) xxx-xxxx.

8.2 Notice on Scheduled Date. In the event that the CITY elects to reschedule or cancel the Display on the Scheduled Date, the CITY shall communicate its decision to _____ of VENDOR at [email] and/or by phone to (xxx) xxx-xxxx. In addition, the CITY shall inform the lead VENDOR pyrotechnician onsite of its decision as appropriate.

9. CITY Contract Officer. The City Manager, or their designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. VENDOR shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within VENDOR's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by VENDOR to determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of VENDOR. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of VENDOR" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. CITY shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead VENDOR pyrotechnician declares the Site clear. The CITY shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 500-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* ("NFPA 1123"), as a Fire Safety Zone ("FSZ") from the time the fireworks are

delivered to the Site until the lead VENDOR pyrotechnician declares the Site clear. It is understood and agreed that VENDOR will cease the discharge of all fireworks due to any security breach of the FSZ. VENDOR shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the CITY's failure to maintain the 500-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, CITY shall be responsible for any property damage to the Joint Forces Training Base solely within the FSZ caused by ordinary fallout from the Display. CITY acknowledges and agrees that VENDOR's responsibilities are limited to the Display and that VENDOR is relying on CITY to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of CITY made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead VENDOR pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead VENDOR pyrotechnician may, at his/her sole discretion, cancel any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. VENDOR shall establish Display "continuity" (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the CITY.

13. Contract Subject to Government Regulation. This Agreement and VENDOR's obligations and VENDOR's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or operation of said exhibition, VENDOR shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The CITY acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle CITY to a reduction or abatement in the full contract price.

14. Permits. VENDOR agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The CITY shall be responsible for any fees associated with these permits, including standby fees. The CITY shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. VENDOR shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. VENDOR is responsible for the cleanup of the fireworks launching area. The CITY shall be responsible for cleaning the FSZ.

16. Insurance and Indemnification.

16.1 Insurance. VENDOR shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to CITY, public liability and property damage insurance against any and all claims for injuries against persons or damages to property resulting from VENDOR's performance under this Agreement. VENDOR shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to CITY of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the CITY of Los Alamitos and the Military Department of the State of California, their elected and appointed officials and officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by CITY prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of VENDOR's obligation to indemnify CITY and the Military Department of the State of California, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least five million dollars (\$5,000,000.00) per occurrence, six million dollars (\$6,000,000.00) in the general aggregate, and six million dollars (\$6,000,000.00) for products and completed operations; the commercial general liability policy shall name the CITY of Los Alamitos and the Military Department of the State of California as additional insureds;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, VENDOR's insurance coverage shall be primary insurance as respects CITY and the Military Department of the State of California, and their respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by CITY or the Military Department of the State of California and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of VENDOR's insurance and shall not contribute with it. For workers' compensation and employer's liability insurance only, the insurer shall waive all rights of subrogation and contribution it may have against CITY, its elected and appointed officials and officers, employees, agents, and volunteers.

16.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible

Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the CITY will accept workers' compensation insurance from the State Compensation Fund.

16.1.3 Verification of Coverage. VENDOR shall furnish CITY with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the CITY by no later than June 1, 2021. CITY reserves the right to require VENDOR's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

16.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY and the Military Department of the State of California, their elected officials, officers, employees, agents, and volunteers; or, VENDOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the CITY and the Military Department of the State of California, their directors, officials, officers, employees, agents, and volunteers.

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

17. Attorney Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

18. Substitutions. VENDOR shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle CITY to a reduction or abatement of the full contract price.

19. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and VENDOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

21. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder

22. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

23. Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of VENDOR, its principals and employees, were a substantial inducement for CITY to enter into this Agreement. Therefore, VENDOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of CITY. VENDOR shall not contract with any other entity to perform the Display service and work required without prior written consent of CITY. If VENDOR is permitted to subcontract any part of this Agreement by CITY, VENDOR shall be responsible to CITY for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any approved VENDOR subcontractor and CITY.

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make VENDOR a CITY employee. During the performance of this Agreement, VENDOR and its officers, employees, and agents shall act in an independent capacity and shall not act as CITY officers or employees. The personnel performing the Display services under this Agreement on behalf of VENDOR shall at all times be under VENDOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or

agents shall have control over the conduct of VENDOR or any of its officers, employees, or agents, except as set forth in this Agreement. VENDOR, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at CITY's offices. CITY shall have no voice in the selection, discharge, supervision, or control of VENDOR's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. VENDOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. CITY shall not in any way or for any purpose be deemed to be a partner of VENDOR in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. VENDOR shall not incur or have the power to incur any debt, obligation, or liability against CITY, or bind CITY in any manner.

C. No CITY benefits shall be available to VENDOR, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to VENDOR as provided for in this Agreement, CITY shall not pay salaries, wages, or other compensation to VENDOR for the performance of the Display services and work under this Agreement. CITY shall not be liable for compensation or indemnification to VENDOR, its officers, employees, or agents, for injury or sickness arising out of performing the Display services and work hereunder. If for any reason any court or governmental agency determines that the CITY has financial obligations, other than pursuant to Section 4 herein of any nature relating to salary, taxes, or benefits of VENDOR's officers, employees, servants, representatives, subcontractors, or agents, VENDOR shall indemnify CITY for all such financial obligations.

25. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties. The terms of this Agreement are contractual and the result of negotiation between the parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

26. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. Any waiver by the parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the parties from enforcing the full provisions hereof.

27. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative

and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

28. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

29. Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

30. Notice. Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return-receipt-requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To CITY:

CITY of Los Alamitos

Attention: Recreation Manager
10911 Oak Street
Los Alamitos, CA 90720
Telephone: (562) 430-1073
Facsimile: (562) 594-9657

To VENDOR.:

]

31. Binding Effect. This Agreement shall not be binding on either party until executed by both CITY and VENDOR.

32. Corporate Authority. Each of the undersigned represents and warrants that (i) the party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the party for which he/she is signing, (iii) by so executing this Agreement, the party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the party for which he/she is signing is bound.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Los Alamitos

Date: _____

By: _____
Chet Simmons,
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Michael S Daudt,
City Attorney

By: _____
Windmera Quintanar,
City Clerk

“VENDOR”
[TBD]

Date: _____

By : _____

Date: _____

By : _____

Exhibit A

Scope of Work

for

CITY of Los Alamitos

2021 Fourth of July Fireworks Display

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 15, 2021

ITEM NUMBER: 9E

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Ron Noda, Acting Deputy City Manager

Subject: Extension of Professional Services Agreement with Charles Abbott Associates for Building & Safety, NPDES Business Inspection Services, City Facilities Building Related Services

SUMMARY

This item provides a basis for continuing services with Charles Abbott Associates (CAA) to provide Building & Safety, National Pollutant Discharge Elimination System (NPDES) Business Inspection Services and City facilities building related services for two more years. The current Professional Services Agreement (PSA) expires on June 30, 2021, but can be extended by mutual agreement.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 3 of the Professional Services Agreement with Charles Abbott Associates.

BACKGROUND

Charles Abbott Associates has been providing services for the City of Los Alamitos since 2011 through a Professional Services Agreement (PSA). The PSA expires on June 30, 2021, but can be extended for two years by mutual agreement. Staff has been satisfied with the service provided by Charles Abbott Associates.

DISCUSSION

Charles Abbott Associates has agreed to continue providing building permit, building inspection, NPDES business inspections and as-needed Senior Contract Administrator services with no price increases for the following two years. The attached Amendment No. 3 to the PSA extends the City's contractual relationship for two years. Extension of the agreement ensures the continuity of services. The following table represents the rates for each service:

Building & Safety Services	CAA Rate
Below \$15,000 monthly	75%*
\$15,000 to \$30,000	60%*
Above \$30,000	50%*
NPDES	
Per Inspection	\$90
SENIOR CONTRACT ADMINISTRATOR	\$110/hour

** percentage of building permit and plan check fees*

FISCAL IMPACT

Sufficient funds have been budgeted for this contract and will be paid out of account 10-534-5260 and account 10-537-5289 in the Fiscal Year 2020-2021 budget.

Submitted by: Ron Noda, Acting Deputy City Manager
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments: 1. *Amendment No. 3 – PSA Extension, Charles Abbott Associates*
 2. *2015 Professional Services Agreement*

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
[City of Los Alamitos and Charles Abbott Associates]

This Amendment No. 3 to Professional Services Agreement (“Amendment”) is made and entered into on this 15th day of March, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Charles Abbott Associates, a California Corporation (“Contractor”).

RECITALS

A. City and Charles Abbott Associates entered into that certain Professional Services Agreement for Building and Safety Plan Check and Inspection Services and NPDES Business Inspection Services on July 20, 2015 (“Agreement”), which was subsequently amended by that certain Amendment No. 1 to Professional Services Agreement on May 15, 2017, followed by Amendment No. 2 on May 20, 2019, (collectively, the “Agreement”), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to extend the term of the Agreement, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Contractor mutually agree as follows:

1. Sections [2.1] and [3.3] of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 City has determined that it requires the following professional services from a consultant: Building and Safety Plan Check and Inspection Services, NPDES Business Inspection Services, City facilities building related services and a Full Electronic Plan Check System and Customer Portal.

3.3 “Expiration Date”: March 15, 2023.

2. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

“City”

City of Los Alamitos

By: _____

Mark Chirco
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____

Michael S. Daudt
City Attorney

By: _____

Windmera Quintanar, MMC
City Clerk

“Consultant”

Charles Abbott Associates

By: _____

Rusty Reed
CEO/President

By: _____

Susan Abbott
Majority Owner

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/*Charles Abbott Associates*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Charles Abbott Associates, A California Corporation incorporated on July 1, 1987("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Building and Safety Plan Check and Inspection Services and NPDES Business Inspection Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services and Approved Fee Schedule": Such professional services as are set forth in Consultant's March 3, 2015 (revised on June 2, 2015 proposal to City attached hereto as A and incorporated herein by this reference.
- 3.2 "Commencement Date": July 1, 2015.
- 3.3 "Expiration Date": June 30, 2017.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by action of the City Council via written agreement of the parties to a maximum of three (3) two (2) year terms or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of 75% or permit and

plan check fees up to \$15,000, 60% of permit and plan check fees from \$15,001 to \$30,000 and 50% of permit and plan check fees over \$30,000.00 including counter, inspection, plan check and Chief Building Official Oversight and all out of pocket expenses and shall not exceed \$19,500 for NPDES Business Inspection Program (\$90 per hour) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Paul Melby shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the negligent recklessness or willful misconduct or other wrongful acts, errors or omissions in the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the

performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer

admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be reduced below the limits set forth Section 11.1. All of the policies shall also contain an endorsement providing that the policies cannot be cancelled except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of

Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: City Manager
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:
Rusty Reed, PE
President
Charles Abbott Associates
27401 Los Altos, #220
Mission Viejo, CA 92691
Telephone: (866) 530-4980
Facsimile: (949) 367-2852

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201
Telephone: (310) 450-9582
Facsimile: (320) 450-0506

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section

or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

the State of California.

- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19 PREVAILING WAGE LAW

- 19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"

City of Los Alamitos

By: 
Richard D. Murphy, Mayor

Date: 7-20-15

"Consultant"

Charles Abbott Associates

By: 
Rusty Reed, CEO/President

Date: 7/2/2015

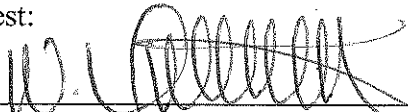
By: 
Susan Abbott, Majority Owner

Date: 7/2/2015

Professional Services Agreement
City of Los Alamitos/Charles Abbott Associates

Attest:

By


Windmera Quintanar, CMC, City Clerk

Date:

7-20-15

Approved as to form:

By

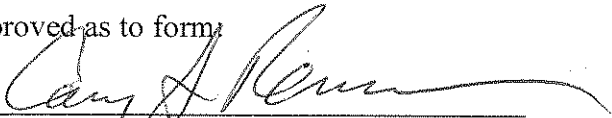
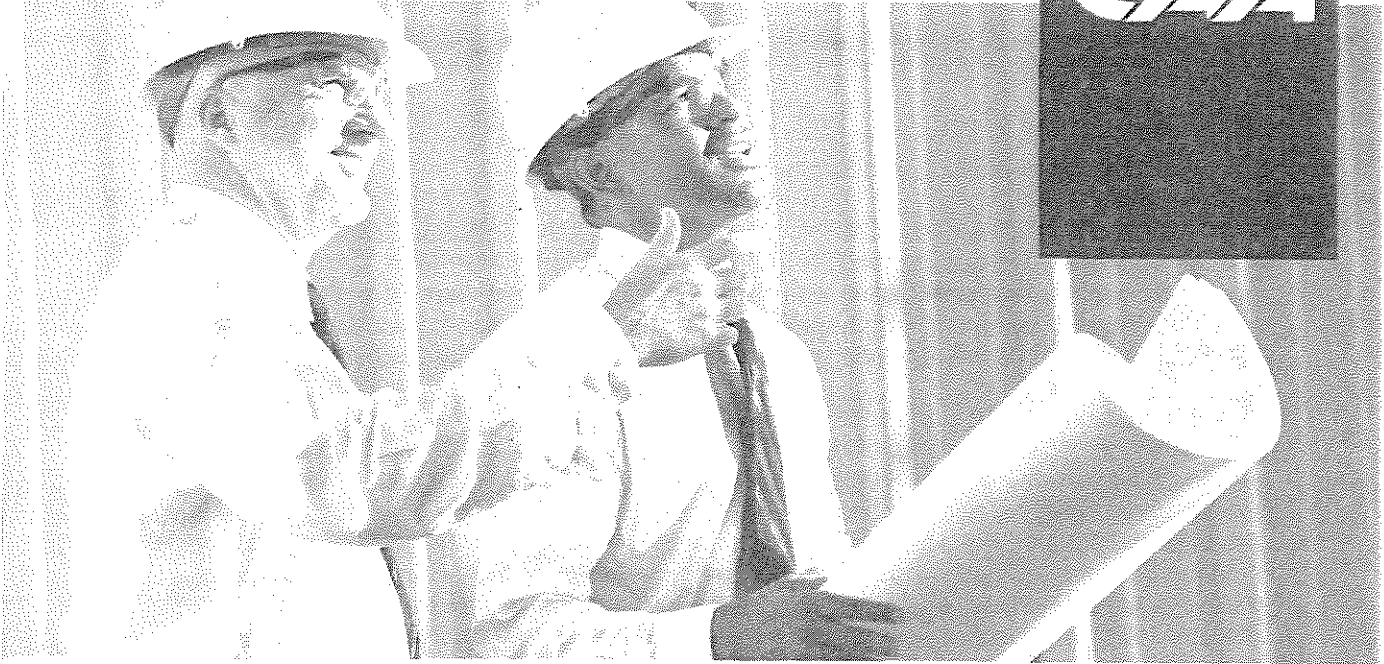
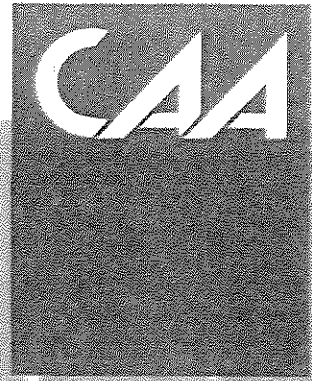

Cary S. Reisman, City Attorney

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

Charles Abbott Associates, Inc.



"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

Proposal for
Building and Safety Services

Prepared for

City of Los Alamitos

Steven Mendoza, Community Development/Public Works Director
3191 Katella Avenue
Los Alamitos, CA 90720

ORIGINAL
Amended June 2, 15

With Pricing approved
by Council 6/15/2015

By:
Charles Abbott Associates, Inc.

27401 Los Altos # 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980

www.caaprofessionals.com

A: LETTER OF TRANSMITTAL

March 3, 2015

Subject: Proposal for Building and Safety Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building and Safety Services to the City of Los Alamitos (City). Since 1984, CAA has been providing a growing number of cities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry.

CAA is exceptionally well qualified to provide the requested services to the City as described in our submittal. Our team is not only comprised of building & safety experts, but also highly trained professionals who are able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our clients. Our corporate headquarter is located at 27401 Los Altos, #220 in Mission Viejo, giving CAA the unique advantage to provide additional staff without delay if workload increases. Our Plan Review Office is also located at our main office, where we have full-time plan and part-time plan reviewers available to meet additional workload as required. In addition, our depth of professional knowledge and our 30 years of industry experience make CAA superior to any other consultant providing these services in Southern California. We constantly look for creative solutions for our clients' needs, and are committed to cost effectiveness without sacrificing quality. CAA has the experience, staffing, and professional relationships to make all the cities we work with a success in all the departments we serve. We believe that as you evaluate service providers, you may very well find that several firms possess the technical skills necessary to provide the services that you are seeking. However, we believe that upon evaluation of our qualifications and consideration of our firm's unique and unmatched delivery of services, you will find that CAA is best qualified to serve you.

CAA maintains well qualified and educated building officials, inspectors, engineers, and plan checkers. Our staff regularly attends training courses, seminars, and conferences to ensure they are up-to-date on the most relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to ensure staff members are aware of all State mandated procedures, policies, and requirements.

CAA recently received a company rating of "2" by ISO for all of our California Cities in 2014. This rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective building services strategy available. We stand by our commitment to unparalleled professionalism and service, as evidenced by the average length of service with our clients of over 16 years.

Project Understanding

CAA understands the City is currently seeking comprehensive Building and Safety Services to provide contract building department administration, building inspection, and building plan review functions for the City of Los Alamitos, including the review of building plans, permit issuance, daily inspections, complaint investigations, and other related services as outlined

in the City's RFP. CAA also understands the City would like to add the required annual commercial and industrial private property NPDES inspections to the existing Building & Safety scope of work. We understand the project term would be for two years, with the option for up to 2 two-year extensions.

CAA will dedicate highly trained staff members from our pool of resources to this project. Our staff will act as the City's Chief Building Official and carry out the duties of the Building and Safety Division, as well as other duties as assigned. Our staffing levels will ensure that the City's Building Department is manned adequately during City Hall hours of operation, building inspections are conducted in an efficient and courteous manner that is responsive to the City and the public's needs, and plans are reviewed within the specified turnaround times. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City's financial and staffing burdens. Additionally, CAA has the ability to add certified and qualified staff whenever workload demands increase.

Building Inspection Services

CAA will provide the inspection of structures under construction in the City for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code.

CAA will provide one full-time certified Senior Building Inspector to the City. Additional inspectors will be available as required by workload. A CAA Building Inspector will be available at all times to conduct urgent building inspections, should they arise.

Inspection Personnel Qualifications

CAA assigned staff will perform inspection services as required by the City. Our staff will meet or exceed the City's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. All CAA inspectors are ICC certified.

Inspection Responsibilities

Inspectors assigned to the City will perform periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations.

Guaranteed Response Times

CAA assures the City that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.

- CAA will conduct any necessary or required building investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents.
- CAA will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.

Building Plan Check Services

CAA will provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code, Title 24, and the City Municipal Code. Plan review will be performed in-house and off-site.

Plan Review Timeframes

All initial major reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Minor plan checks and rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less time. CAA also provides over-the-counter plan review for simple projects, as well as accelerated plan review at an additional cost. Accelerated plans are turned around in 48 hours for first plan check and rechecks from day of submittal.

Building Permit Software

CAA will continue to provide our Filemaker Pro permitting software at no cost to the City.

NPDES Inspections

CAA will assist the City with administration of the City's inspection program, including municipal NPDES Permit Compliance reviews, Commercial, Industrial, and Construction site inspections. There are many issues that arise after compliance inspections are conducted that require a rapid review, assessment, and recommendations to City staff. CAA will provide the necessary expert technical and regulatory advice to assist the City with its compliance efforts for planned and unplanned regulatory matters arising from the City's Stormwater Permit and statewide NPDES stormwater programs. We have provided services similar to those you are requesting to municipalities within the counties of Orange, Los Angeles, San Bernardino and Ventura, including the Cities of Aliso Viejo, Apple Valley, Culver City, Cypress, Hawaiian Gardens, Hidden Hills, Redondo Beach, Laguna Woods, Los Alamitos, Moorpark, Norwalk, Palos Verdes Estates, Pomona, Rancho Santa Margarita, Torrance and Yucaipa.

Our proposal will remain valid for 90 days, as requested in the City's RFP. CAA proposes the following minor language changes to the Professional Service Agreement:

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, and employees ~~and volunteers~~ should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim, provide a deposit for the defense of, and defend City, its officers, agents, and employees ~~and volunteers~~ from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's ~~alleged~~ negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

- 10.4 ~~The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, and employees and employees.~~
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, and employees ~~and subcontractors~~ from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any ~~alleged~~ intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- ~~10.6~~ City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. ~~These hold harmless and indemnification provisions shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.~~
- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage ~~at least ten days~~ prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, and agents ~~and subcontractors~~ as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled ~~or reduced~~ except on thirty days' prior written notice to City, except for non-payment of premium, when ten days' written notice will be provided. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, or agents ~~or subcontractors~~, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. ~~At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.~~

Paul Melby, CBO, will serve as the Project Manager. Should the City have any questions or require additional information, please contact Paul Melby or myself. We look forward to meeting with you to further discuss your service needs. Thank you in advance for your consideration.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.
Rusty R. Reed, PE □ President
27401 Los Altos # 220
Mission Viejo, CA 92691

B: COMPANY DATA

1. Official name and address: Charles Abbott Associates, Inc.

27401 Los Altos, #220
Mission Viejo, CA 92691

2. Primary point of contact: Paul Melby, Project Manager

27401 Los Altos, #220
Mission Viejo, CA 92691
Tel: 949-293-6661
paulmelby@caaprofessionals.com

3. Entity type: Corporation

4. Federal Tax ID: 33-00753899

5. Company locations:

CALIFORNIA – COMPANY HEADQUARTER	GEORGIA
27401 Los Altos, #220 Mission Viejo, CA 92691 Tel: (949) 367-2850 Fax: (949) 367-2852	Two Ravinia, #500 Atlanta, GA 30346 Tel: (866) 530-4980 Fax: (949) 367-2852

6. Charles Abbott Associates, Inc. is a privately owned corporation not owned in whole or in part by any other business organization or individual.

7. Years in Business: 30 (founded in 1984)

8. Comparable Contracts:

City of Calimesa, CA	since 2014	Building & Safety Services
City of La Palma, CA	since 2012	Building & Safety Services
City of Laguna Hills, CA	since 2012	Building & Safety Services
City of Adelanto, CA	since 2010	Building & Safety Services
City of Cypress, CA	since 2008	Building & Safety Services
City of Rancho Santa Margarita, CA	since 2007	Building & Safety Services
City of Laguna Niguel, CA	since 2006	Building & Safety Services
City of Fountain Valley, CA	since 2004	Building & Safety Services
City of Stanton, CA	since 2004	Building & Safety Services
City of Aliso Viejo, CA	since 2002	Building & Safety Services
City of Mission Viejo, CA	since 1995	Building & Safety Services
City of Camarillo, CA	since 1994	Building & Safety Services
Town of Yucca Valley, CA	since 1994	Building & Safety Services
City of Yucaipa, CA	since 1993	Building & Safety Services
City of Twentynine Palms, CA	since 1993	Building & Safety Services
Town of Apple Valley, CA	since 1990	Building & Safety Services
City of Hidden Hills, CA	since 1990	Building & Safety Services
City of Moorpark, CA	since 1988	Building & Safety Services
City of Palos Verdes Estates, CA	since 1984	Building & Safety Services

9. Areas of Specialization:

Building & Safety Administration
Plan Review
Building Inspections
Accessibility Assessments

Grading and Improvement Review
Environmental Assessment
Municipal NPDES Programs
NPDES Review & Inspections

Public Works Administrative Services
Public Works Contracting
Work Management and Budgeting
Systems
Organizational/Personnel Audits

Evaluation of Fee Structures
Grant/Funding Applications
AB 939 Implementation
Pavement Management
Asset Management

10. CAA has not had any failures or refusals to complete a contract.

11. CAA's only business is to provide professional services to municipalities. Those services include Building and Safety, Code Enforcement, Environmental Compliance, Engineering, and other related services. CAA has no financial interests in any other line of work.

12. CAA is not aware of any conflicts of interest in proposing our services to the City of Los Alamitos.

C: PROPOSALS

1. CAA proposes Mark Abbott, CBO, as the City's Building Official. Mr. Abbott has over 12 years of municipal experience with building and engineering related activities, and has served as the City's Building Official/Inspector since 2010. CAA will commit Mr. Abbott to the City for the duration of the contract.

2. CAA has over 30 years of experience providing services to municipalities just like Los Alamitos. Since our incorporation in 1984, CAA has grown to a full-time staff of over 140 employees. CAA has a record of very low staff turnover, which has proven highly beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our engineering and building and safety commitments to our clients. Each one of our team members has worked on similar projects and served the public sector for many years. CAA's proposed staff has many years of experience analyzing and reviewing plans and related submittal documents for compliance with State and Local codes and amendments, as well as administering engineering and public works projects. Our team of highly qualified engineers and plan review staff are well trained, experienced, and familiar with the adopted codes.

3. CAA's main office serving the City of Los Alamitos is located in Mission Viejo, CA. CAA will provide on-site Building Department staff during regular business hours of City Hall, and ensure the City's Building Division counter is staffed during the hours of 7:30am – 10:00am and 2:00pm – 4:00pm.

4. In addition to the Certified Building Official mentioned above, CAA will provide the following support personnel as needed:

- Paul Melby, CBO, will serve as the Project Manager for the City and ensure that our policies, procedures, and manpower will provide the level of service the City desires. He will supervise the project and maintain continuous communication with the City to ensure that the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. Any shortcomings from the City's perspective will be dealt with promptly. Mr. Melby has over 20 years of related experience.
- Rodney Sipma is a certified Building Inspector with over 25 years of construction experience, who will serve as the City's Building Inspector.

5. CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. The following describes CAA's approach to meet each of the City's needs as outlined in the RFP.

Proper Staffing to meet Workload Demands

CAA's team is structured to allow flexibility in manpower and will match fluctuating workloads and priorities with proper staff. Short-term fluctuations are leveled out through temporary use of other CAA personnel brought in for peak periods. Long-term needs are met through the addition or removal of trained staff, with City approval, as well as finding more efficient ways to manage and accomplish existing work.

Staff Training

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to deliver quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

We strongly believe in cross-training our employees in order to streamline the permit and inspection process. Each inspector is able to perform multiple plan reviews and inspections, which is both cost effective and expeditious to the City and contractors. Our approach to training is on going and not just occasional, assuring clients of work that is in full compliance to current standards. In addition, because the staff is well trained, they face virtually no learning curve and are able to get to work immediately.

Quality Control

Procedures are implemented to ensure that everyone is cross-checked in the work they are performing. This ensures that enforcement of the codes is being applied as uniformly as possible, and that as a group we are working as intelligently as possible.

Integration Plan

CAA prides itself on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand.

Project Controls

CAA tracks and controls project costs and will provide timely invoices through the company's payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. All data is checked weekly by the Project Manager for accuracy and validity. CAA's administrative staff will prepare a monthly invoice per the agreement with the City. All invoices will be reviewed by the project manager prior to submittal to the City for payment.

6. CAA is able to provide proof of insurance coverage prior to contract execution.

7. CAA is not aware of any conflicts of interest in proposing our services to the City of Los Alamitos. CAA has not made any political contributions to any member of a City Council within the last 10 years. A list of our public agency clients is provided above. Previous customers we provided similar services to is the City of Hawaiian Gardens.

8. Additional services CAA can provide include:

Accessibility Assessments, Grading and Improvement Review, Public Works Administrative Services, Public Works Contracting, Work Management and Budgeting Systems, Organizational/Personnel Audits, Evaluation of Fee Structures, Grant/Funding Applications, AB 939 Implementation, Pavement Management, and Asset Management.

CAA offers to provide all of the commercial and industrial inspections to ensure compliance with the City's NPDES program, along with an NPDES inspection database that is compliant

with the Orange County Local Implementation Plan (L.I.P). CAA is also providing the Building and Safety permit system currently in use at the City.

D: REFERENCES

The following contains related projects for CAA with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for them.

REFERENCES	SERVICES	SINCE
City of Stanton Mr. Omar Dadabhoy, Community Dev. Director (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building Inspection Plan Review	2004
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Permit Issuance Plan Review Building Inspection	2008
City of Fountain Valley Mr. Matt Mogensen, Interim Building and Planning Director (714) 593-4436 10200 Slater Avenue, Fountain Valley, CA 92708	Permit Issuance Plan Review Building Inspection	2004

E: COMPENSATION/PAYMENT SCHEDULE

CAA will submit monthly invoices to the City, as requested.

A. Hourly Rates

CAA will provide a part-time as needed Building Official, a Permit Technician and/or Building Inspector between the hours of 7:30am to 10am, a Building Inspector to perform all inspections after 10am, and other necessary personnel and resources to perform all of the services outlined in the Building and Safety Scope of Work. This also includes our permit issuance and tracking system for the following percentage of fees collected:

Monthly Fees Collected	CAA % of Fees
The first \$15,000	75%
Additional amounts between \$15,001 and \$30,000	60%
Additional amounts over \$30,000	50%

NPDES commercial property inspections shall not exceed \$19,500 annually.

Additional staffing can be provided as needed, when approved in advance by the City, and will be billed at the hourly rates specified below. A minimum unit of 2 hours applies.

Certified Building Official:	\$122/hour
Plan Check Engineer:	\$125

Building Inspector/Plan Checker: \$97/hour
 Environmental Associate: \$90/hour
 Permit Technician: \$66/hour

B. Reimbursable Expenses: None

C. Rate Adjustments: CAA guarantees the proposed rates will not increase for the duration of the contract.

D. Bundling of Compensation:

Table 1				
Insert Firm Name: Charles Abbott Associates				
Request for Proposal	Regular Hourly Rate	Percentage Fee	1 st Check Business Days	2 nd Check Business Days
Building Official <i>Part-time as needed</i>	\$122	75% - 60% - 50%		
Building Inspector <i>10 a.m. to 2 p.m.</i>	\$97	75% - 60% - 50%		
Permit Tech <i>8 a.m. to 10 a.m. & 2 p.m. to 4 p.m.</i>	\$66	75% - 60% - 50%		
Plan Check Services	\$125, \$97	75% - 60% - 50%		
Plan Check Time:			10	5
Residential				
<i>New SFD</i>			10	5
<i>New Multi-family</i>			10	5
<i>Additions</i>			10	5
Commercial				
<i>New Construction</i>			10	5
<i>Tenant Improvements</i>			10	5
Optional Contract Services				
NPDES Inspections	\$90			

E. Payment

CAA agrees to provide the City with itemized statements every month, indicating work completed and hours of service rendered.

ATTACHMENT: STAFF RESUMES

Please find detailed resumes for the proposed personnel attached.

Paul Melby, CBO**Years of Experience**

20+

Education

A.S. Construction Inspection,
Mt. San Antonio College
A.A. Architectural Drafting,
Saddleback College
A.A. Business Management, Saddleback College

KEY QUALIFICATIONS

- Licensed and Certified
- Municipal Experience
- Construction Experience

License

General Contractor B License

Professional Memberships

ICC OE Board Member, CALBO Professional Licensing Committee

Certifications

ICC Building Official (0875834-CB)
ICC Plans Examiner (0875834-60)
ICC Combination Inspector (0875834-50)
ICC Green Certified (0875834-G1)
General Contractor (901300 B)
OES/CALEMA Disaster Service Worker (SAP63248)

Mr. Melby serves as the Building Official for the City of Rancho Santa Margarita and La Palma. He is responsible for the plan review of construction projects as well as the construction inspections in the City of Rancho Santa Margarita. In addition Mr. Melby augments Rancho Santa Margarita City staff by providing support for Planning, Code Enforcement, Public Works and Water Quality. Mr. Melby prepares reports for City staff and coordinates with other agencies ensuring that projects are not permitted or finalized until the required approvals are obtained. Mr. Melby prides himself on being able to administer the code in a friendly, courteous manner. Coming from a construction background, he understands issues involving the mechanics and constructability of systems intended for compliance.

Recent Project Experience

- Building Official for the City of Rancho Santa Margarita.
- Building Official for the City of La Palma.
- Plan Check Manager at Willdan Engineering: Supervised plan check engineers, soils engineers and provided plan check services for the County of Orange, and Cities of Santa Ana, Garden Grove, Tustin, Lake Forest and Laguna Hills.
- Building and Safety/Code Enforcement Manager at the City of San Juan Capistrano: Responsible for Building and Grading and Code Enforcement. Supervised Inspectors and Code Enforcement Officers.

Professional Affiliations

January 2014 - Present: ICC Orange Empire Board of Directors
January 2013 - Present: California Building Officials State Licensing Committee
January 2011 - December 2013: ICC Orange Empire Education Chairman
October 2013 - ICC /CALBO Exam Development Committee

Mark Abbott, CBO**Years of Experience**

12+

Education

B.S., Business Administration California State University, Long Beach

M.B.A., Business Administration California Baptist University

Professional Memberships

ICC OE Education Committee Member

Certifications

ICC Building Official (5224949-CB)

ICC Combination Inspector (5224949)

ICC Building Inspector (5224040)

General Contractor (901300 B)

OES/CALEMA Disaster Service Worker (SAP61531)

KEY QUALIFICATIONS

- Certified Building Official
- Certified Building Inspector
- Local Government Background
- Extensive Building and Safety Experience
- Project Management Oversight

Mr. Abbott has over 12 years of municipal experience with building and engineering related activities. In 2003 he began his career with Charles Abbott Associates, Inc. in the Town of Apple Valley as a Building Inspector. He took on additional responsibilities in 2007 by managing and inspecting various capital improvement projects (CIP) for the Engineering Division in the Town of Apple Valley. CIP's include everything from road paving projects to working through the environmental process for a new 1.25 mile, 6-lane bridge over the Mojave River.

Due to his continued desire for new building related opportunities, he earned his ICC Certified Building Official in the fall of 2009 and currently serves as the Building Official/Building Inspector for the City of Los Alamitos. His current responsibilities include performing daily building inspections, plan review, permit issuance and fielding various building code questions from citizens.

He has also modernized CAA's Building Permit system, which has streamlined the permit issuance process and improved customer service in all of CAA's client cities. Mr. Abbott's extensive experience with residential and non-residential projects has made him a great asset to every municipality that he has served.

Recent Project Experience

- Building Official/Inspector for the City of Los Alamitos.
- Successfully led the plan checking, permitting and inspection for the first phase of the Los Alamitos Medical Center expansion, which included a 6-story parking structure and 3-story medical office building.
- Implemented the installation of 84 Permits permit system with electronic plan check in the City of Fountain Valley.
- Building Inspector for the Town of Apple Valley, CA.
- Coordinated plan check, building inspections and off-site inspections for a Pulte Homes tract of 1,200-plus homes.

Professional Affiliations

January 2015 - Present: ICC Orange Empire Education Committee

Rodney Sipma

Certified Building Inspector

Years of Experience

25+

Education

Master of Social Work

B.A. Psychology

ICC Certified, PC932 Arrest and Control

Certified for Code Enforcement

Professional Memberships

ICC

Certifications

ICC Combination Building Inspector

California Residential Plumbing Inspector

California Commercial Plumbing Inspector

California Residential Mechanical Inspector

California Commercial Mechanical Inspector

California Commercial Electrical Inspector

Commercial Electrical Inspector

Residential Combination Inspector

Commercial Combination Inspector

PC932 Arrest and Control Certified for Code Enforcement

KEY QUALIFICATIONS

- Certified Building Inspector
- Licensed Contractor
- Multiple Certifications
- Construction Experience
- PC 832 Arrest and Control Certified
- Excellent Interpersonal Skills

Mr. Sipma is an experienced Certified Building Inspector and has also worked as a part time Code Enforcement Officer. He is a licensed contractor with hands-on construction experience, and holds multiple certifications.

Steve Ahuna, PE, CBO

Registered Civil Engineer/Certified Plans Examiner

Years of Experience
30+

Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA
B.S., Architectural Engineering, California State University, San Luis Obispo

Professional Memberships

ICC, CALBO, SEAOSC

Certifications

ICC Certified Building Official (1036330-CB)
ICC Certified Plans Examiner (1036330-B3)
ICC Certified Plans Examiner UBC (1036330-60)
OES/CALEMA DISASTER SERVICE WORKER

Registration

Civil Engineer in California (C 34264), Nevada, Florida and Arizona

KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

Recent Project Experience

- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments

Leila Sadrieh

Environmental Inspector

Years of Experience

10+

Education

Bachelor of Natural Resources Engineering
(Environmental Issues), Azad University, Iran,
2001

Certifications

California Environmental Protection Agency
Basic Inspector Academy
Fundamental Inspector Courses

KEY QUALIFICATIONS

- Experienced Environmental Inspector
- NPDES Program Management
- NPDES Permit Compliance Reviews
- Excellent Interpersonal Skills
- Expert Technical and Regulatory Advice

Ms. Sadrieh will provide environmental inspection support to the City. She possesses extensive experience as an Environmental and Quality Control Consultant to various businesses. Her experience with Orange County Watersheds includes conducting water quality compliance inspections. She is highly familiar with the commercial inspection requirements associated with NPDES permits as well as the implementation of other environmental requirements.

Recent Project Experience:

- Orange County Public Works/OC Watersheds: Ms. Sadrieh conducts restaurant and commercial NPDES inspections within County jurisdiction. She also provides environmental site assessments, including the review of regulatory database searches for inclusion in Hazardous Materials Assessment (HMA) reports. She is responsible for the preparation of the Public Education section of the County of Orange/Orange County Flood Control District Annual Stormwater Program Effectiveness Assessment (PEA). She has extensive fieldwork experience in Total Maximum Daily Load (TMDL) requirements and dry weather monitoring.

Client#: 13460

CHARLABBO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2015

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 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 Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-6810		CONTACT NAME: PHONE (A/C, No, Ext): 714 427-6810 FAX (A/C, No): 714 427-6818 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Indemnity Co. of Conn	
		INSURER B : Travelers Indemnity Company of	
		INSURER C : Travelers Property Casualty Co	
		INSURER D : Catlin Insurance Company, Inc.	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6808C120389	03/31/2015	03/31/2016	EACH OCCURRENCE \$1,000,000
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL ☒ BFPD, XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC		6808C125127(AOS)	03/31/2015	03/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
			INDP CONTRACTORS INCLUDED			
C	AUTOMOBILE LIABILITY		BA8C126357	03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		CUP8C140874	03/31/2015	03/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB4032T106	03/31/2015	03/31/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made		AED2013770316	03/31/2015	03/31/2016	\$2,000,000 per claim \$2,000,000 annl aggr.

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

General Liability policy excludes claims arising out of the performance of professional services.

Excess Liability Coverage Excludes Professional Liability

30 Day Notice of Cancellation/10 Day notice for Non-Payment of Prem

Re: Building Services and NPDES Inspections

City of Los Alamitos and its officers, employees, agents and volunteers are Additional

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Los Alamitos
 Attn: Steve Mendoza,
 Community Development Director
 3191 Katella Ave
 Los Alamitos, CA 90720

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

Karin Phorp

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DESCRIPTIONS (Continued from Page 1)

Insured as respects to General Liability per attached CG D3 81 09 07 and
Auto Liability per attached CA 2048 0299 as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 03/31/2015	
Named Insured Charles Abbott Associates, Inc.	Countersigned by  (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

Re: Building Services and NPDES Inspections as pertains to the following Additional Insureds: City of Los Alamitos, and its officers, employees, agents and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 15, 2021

ITEM NUMBER: 9F

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Chris Kelley, City Engineer

Via: Ron Noda, Acting Deputy City Manager

Subject: Approval of Plans and Specifications, and Authorization to Bid for Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04)

SUMMARY

This report recommends actions to begin facilitating the construction for the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04).

RECOMMENDATIONS

1. Approve the Plans and Specifications for the construction of the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04).; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos proposes to repair the damaged Cerritos Avenue Bridge that was hit by a motorist. The guard rail was hit by the vehicle and the impact destroyed some of the concrete support for the guard rail.

DISCUSSION

The following is an approximate timeline for the completion of the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04):

- 03/15/2021 Approval of plans & specifications by City Council
- 03/22/2021 Advertise project
- 04/13/2021 Bid opening
- 05/17/2021 Award of Contract (City Council Meeting)
- 05/24/2021 Start of construction
- 06/21/2021 Completion of project

FISCAL IMPACT

Funding for this project is included in the 2020-2021 adopted budget from the Insurance claim and Measure M, with an adopted budget of \$55,000.

Submitted by: Chris Kelley, City Engineer

Reviewed by: Ron Noda, Acting Deputy City Manager

Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director

Approved by: Chet Simmons, City Manager

Attachments: 1. *Plans for CIP No. 20/21-04*
 2. *Specifications for CIP No. 20/21-04*



UTILITY CONTACTS:

CENCO REFINING CO.	(562) 944-6111
ORANGE COUNTY SANITATION DIST.	(714) 962-2411
PACIFIC BELL	(714) 666-5716
ROOMMOOR/LOS ALAMITOS SEWER DIST.	(562) 431-2223
SOUTHERN CALIFORNIA EDISON CO.	(562) 981-8205
SOUTHERN CALIFORNIA GAS CO.	(714) 634-3133
GOLDEN STATE WATER COMPANY	(562) 907-9200
TIME-WARNER COMMUNICATION	(714) 895-6886
UNDERGROUND SERVICE ALERT	(800) 422-4133
VERIZON	(704) 375-6719

ABBREVIATIONS

AB	AGGREGATE BASE	MSE	MECHANICALLY STABILIZED EARTH
AC	ASPHALT CONCRETE	NIC	NOT IN CONTRACT
ANG	ANGLE	NTS	NOT TO SCALE
AP	ANGLE POINT	NW	NORTHWEST
ASPH	ASPHALT	O.C.	ON CENTER, OWNERS CONDUIT
BEG	BEGIN	OG	ORIGINAL GROUND
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE/
CAB	CRUSHED AGGREGATE BASE		POINT OF COMPOUND CURVATURE
C/L	CENTER LINE	P/L	PROPERTY LINE
C&G	CURB & GUTTER	PROP	PROPOSED
CLR	CLEAR	PVI	POINT OF VERTICAL INFLECTION
CONST	CONSTRUCT	RW	RECLAIMED WATER
D/W	DRIVEWAY	S	SANITARY SEWER
ESMT	EASEMENT	SCE	SOUTHERN CALIFORNIA EDISON
EP	EDGE OF PAVEMENT	SE	SOUTHEAST
EL	ELEVATION	SF	SQUARE FOOT
EX\EXIST	EXISTING	SD	STORM DRAIN
FF	FINISHED FLOOR	SMH	SEWER MANHOLE
FO	FIBER OPTIC CABLE	STA	STATION
FS	FINISHED SURFACE	STD	STANDARD
FL	FLOW LINE	SPPWC	STANDARD PLANS FOR
H	HEIGHT		PUBLIC WORKS CONSTRUCTION
HMA	HOT MIX ASPHALT	TBD	TO BE DETERMINED
HP	HINGE POINT	TC	TOP OF CURB
INV	INVERT	TD	TOP OF DITCH
JPCP	JOINTED PLAIN	TF	TOP OF FOOTING
	CONCRETE PAVEMENT	TLP	TOP OF LEVELING PAD
L	LENGTH	TRANS	TRANSITION
LF	LINEAR FOOT	TW	TOP OF WALL
LOL	LAYOUT LINE	TYP	TYPICAL
MAX	MAXIMUM	UGU	UNDERGROUND UTILITIES
MBGR	METAL BEAM GUARD RAILING	VAR	VARIES
MIN	MINIMUM	W	WIDTH, WATER
		WV	WATER VALVE

AGENCIES TO BE NOTIFIED:

1. CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100

2. LOS ALAMITOS POLICE
DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255

3. ORANGE COUNTY FIRE
DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026

4. LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547

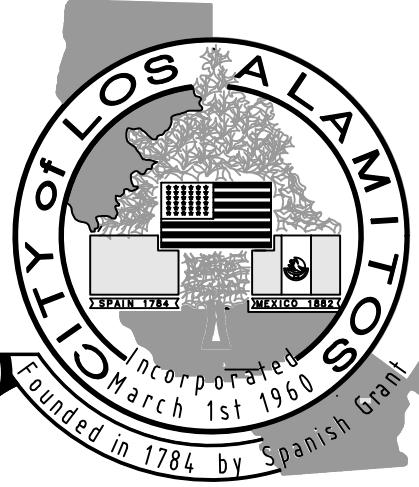
5. ROSSMOOR/LOS ALAMITOS
AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
6. LOS ALAMITOS UNIFIED SCHOOL
DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700

7. OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912

8. CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700

9. CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383

10. ROSSMOOR COMMUNITY
SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR,
CA 90720
(562) 431-0525



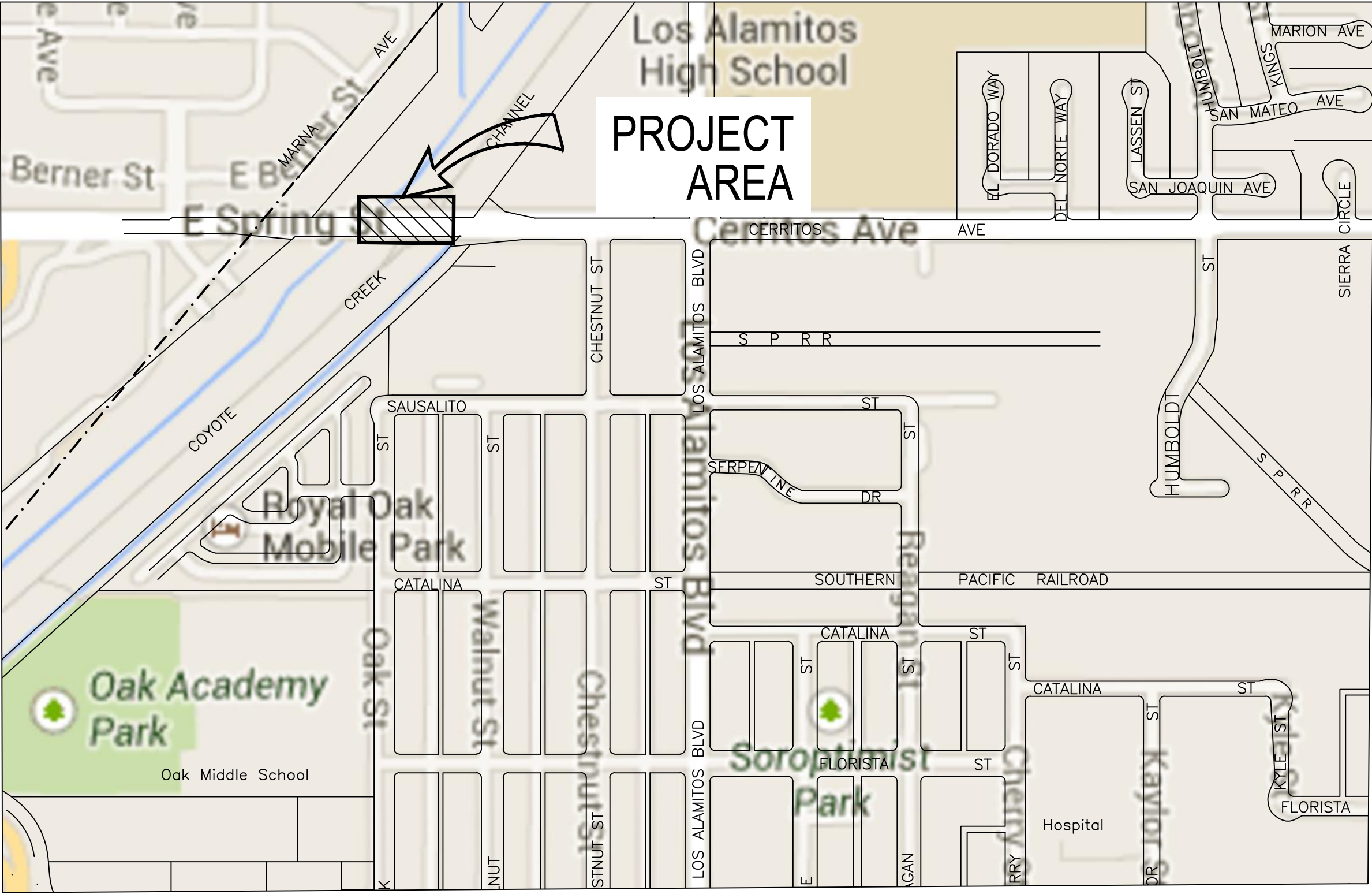
CITY OF LOS ALAMITOS

DEVELOPMENT SERVICES DEPARTMENT

LOS ALAMITOS

GUARDRAIL IMPROVEMENTS

CERRITOS AVE
CIP 20/21-04



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	GUARDRAIL IMPROVEMENT PLAN
3	DETAILS

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS,CALTRANS STANDARD & SPECIFICATION,LATEST EDITION, AS SPECIFIED.
2. THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
4. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
5. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
6. THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
7. REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
8. ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
10. AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
11. CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
12. ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

REVISIONS

REFERENCES



DRAWN BY
CHECKED BY
DESIGNED BY

BR
FW
BR

DATE

3/3/2021
3/3/2021
3/3/2021

APPROVED

City Engineer

Date

CITY OF LOS ALAMITOS
PUBLIC SERVICES DEPARTMENT

GUARDRAIL IMPROVEMENTS
TITLE SHEET

SHEET 1 OF 3



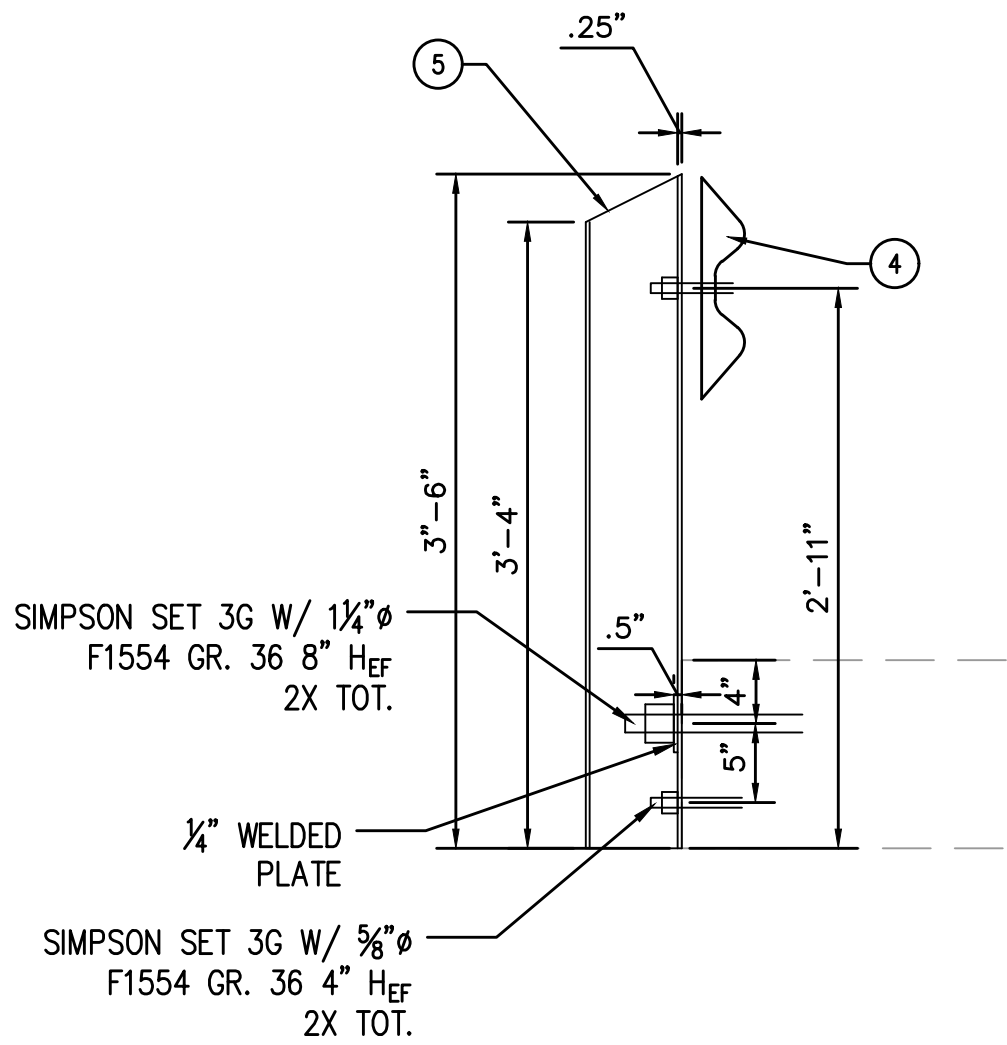
Know what's below.
Call before you dig.

NOTE:

1. POST POSITION MAY BE ADJUSTED TO AVOID CONFLICT WITH EXISTING BRIDGE REBAR
2. CONTRACTOR MUST TAKE NECESSARY PRECAUTION TO AVOID CONFLICTS WITH EXISTING BRIDGE REBAR

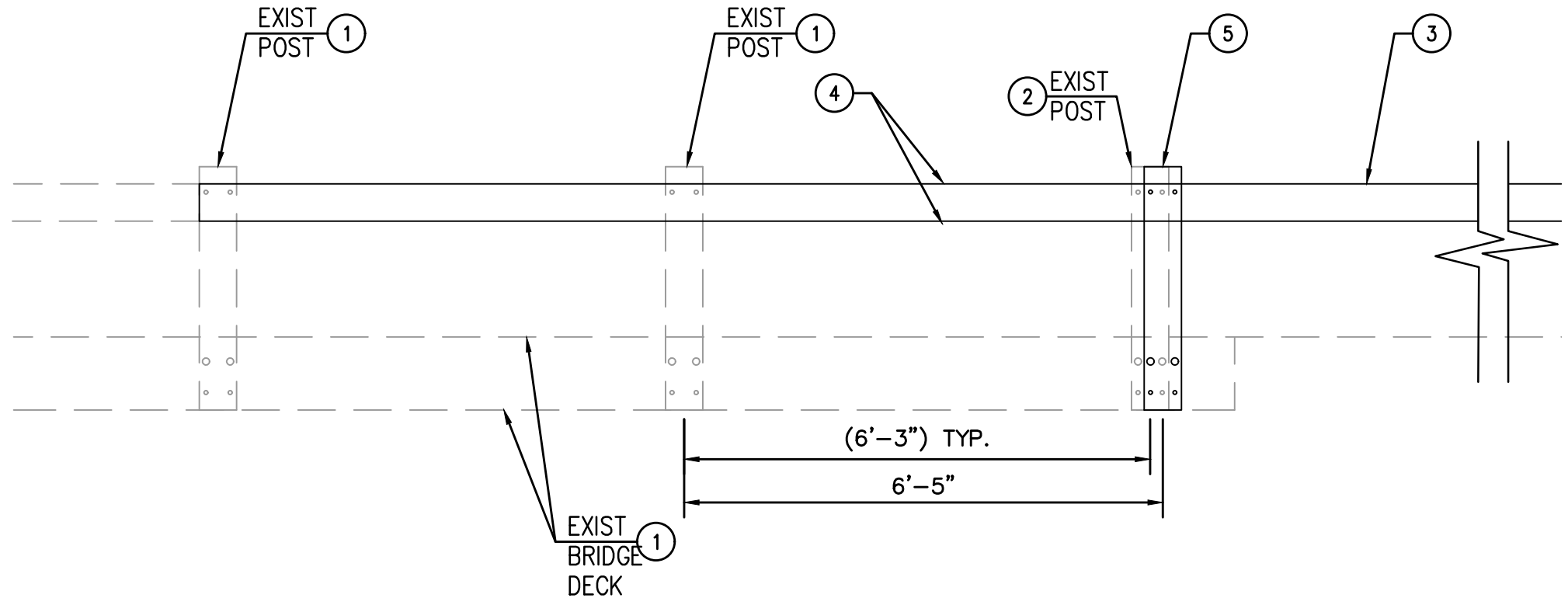
CONSTRUCTION NOTES:

- ① PROTECT
- ② REMOVE
- ③ CONSTRUCT MIDWEST GUARDRAIL SYSTEM PER CALTRANS STD PLAN RSP A77L1 AND A77N4
- ④ REMOVE AND INSTALL EXISTING GUARDRAIL IN KIND
- ⑤ REMOVE AND INSTALL GUARDRAIL POST PER DETAIL-B & C HEREON
- ⑥ INSTALL MSKT-TL3 IMPACT HEAD AND CABLE ASSEMBLY PER ROAD SYSTEM, INC.



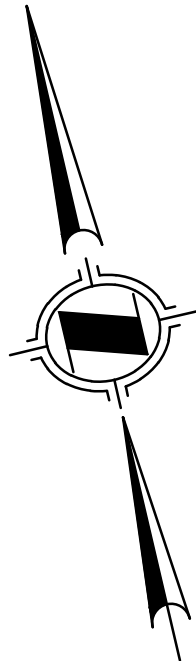
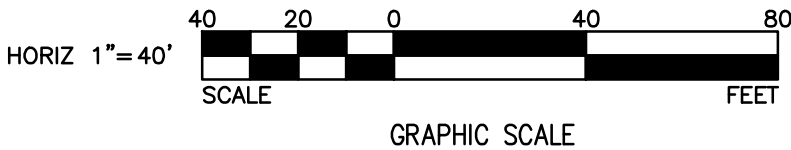
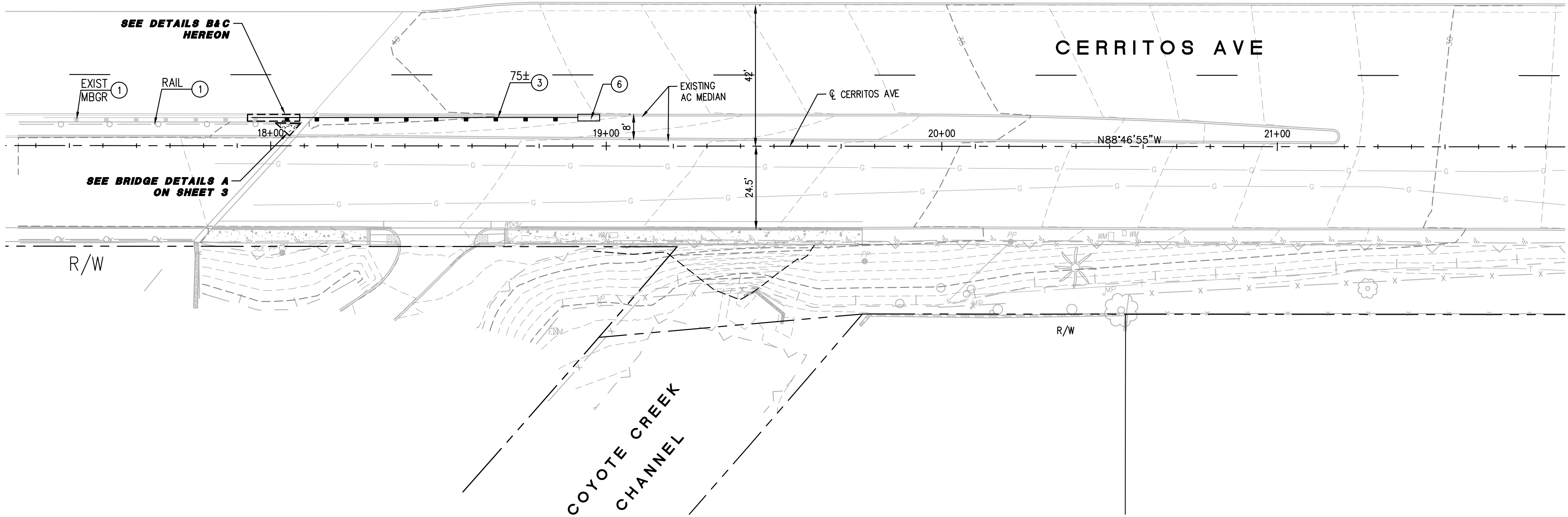
POST CONSTRUCTION DETAIL-B

NTS



POST POSITION DETAIL-C

NTS



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APPV'D	

 2401 East Katella Ave, Suite 400, Anaheim, California 92806 714.579.8200 Fax 714.579.8209		DATE
DRAWN BY	BR	3/3/2021
CHECKED BY	FW	3/3/2021
DESIGNED BY	BR	3/3/2021
APPROVED		Date
City Engineer		

CITY OF LOS ALAMITOS PUBLIC SERVICES DEPARTMENT	
GUARDRAIL IMPROVEMENTS GUARDRAIL IMPROVEMENT PLAN	
SHEET 2 OF 3	

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
CIP 20/21-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MARCH 2021

NOTICE TO THE BIDDERS:

1. Contract bid documents: \$15 at counter or \$25 if purchased by mail (Prepaid amount/non-refundable).
 2. Bid bond required – 10% of bid amount to be submitted with bid.
 3. Bids must be received by 11:00 a.m. on the 13th day of April 2021
-

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, Ca 92806
(714) 978-8200

Fredrick E. Wickman, P. E.
P.E. 47979

FOR THE CITY OF LOS ALAMITOS
PUBLIC WORKS DIVISION
DEVELOPMENT SERVICES DEPARTMENT

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IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, **3191 Katella Avenue, Los Alamitos, CA 90720** up to the hour of 11:00 a.m., on the 13th day of April 2021. The bids will be publicly opened and read at 11:00 a.m. on the 13th day of April 2021, in the Los Alamitos City Hall Council Chambers.

The City of Los Alamitos proposes to cold mill and construct ARHM overlay, construct curb ramps, construct sidewalk, construct curb and gutter, adjust valves, and adjust manholes on Howard Avenue from Reagan Street to Maple Street. In addition, the project will also include signing and striping. Existing curbs and private facilities will be protected in place within the limits of the project unless otherwise shown.

Copies of the plans, specifications, and contract documents are available from the City of Los Alamitos, **3191 Katella Avenue, Los Alamitos, CA 90720** upon payment of a **\$15.00 non-refundable fee if picked up, or payment of a \$25.00 non-refundable fee if mailed**. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

**“SEALED BID FOR CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04**

DO NOT OPEN WITH REGULAR MAIL”

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 11:00 a.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and

shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

Bids submitted prior to bid opening shall be per appointment only. Contact Maria Enciso by email, MEnciso@cityoflosalamitos.org, to schedule an appointment.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

If you have any questions, please submit them to Maria Enciso by email, MEnciso@cityoflosalamitos.org, or contact *Chris Kelley*, at (562) 431-3538 extension 301.

BY ORDER OF the City Council of the City of Los Alamitos, California.

SECTION B

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **20 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom

the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562)-431-3538, ext. 110

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant

to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the

contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

SECTION C

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

**BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

BID PROPOSAL

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: _____
CONTRACTOR'S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

BID SCHEDULE (Continued)

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Sawcut, Remove, and Dispose of Existing Concrete per Plan	1	LS	\$	\$
4	Drill and Bond Dowel Bar	30	LF	\$	\$
5	Construct Joint Seal (MR ½-Inch)	6	LF	\$	\$
6	Construct Structural Concrete	1	CY	\$	\$
7	Construct Bar Reinforcing Steel	60	LB	\$	\$
8	Construct Hand Rail with Base Plate	1	LS	\$	\$
9	Construct Midwest Guardrail System per Caltrans Std Plan RSP A77L1 and A77N4	1	LS	\$	\$
10	Remove and Install Guardrail Post per Detail B and C	1	LS	\$	\$
11	Install MSKT-TL3 Impact Head and Cable Assembly per Road System, Inc or Approved Equal	1	LS	\$	\$
Total					

Bid Schedule Total \$ _____

Bid Schedule Total (in words):

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, the Bid Schedule Total shall be considered.

(Company Name of Bidder)

(Date)

BID BOND

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of _____ dollars (\$ _____), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of _____, 2020.

PRINCIPAL*

SURETY*

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this _____ day of _____, 2020.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of _____ Dollars (\$_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

Contractor's License No.: _____ Date License Issued: _____.

License Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: _____ Federal / State: _____

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: _____ Codes / Laws: _____ Section / Article: _____

If "yes", identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2020, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

SECTION D

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

**CONTRACT AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND
NON-COLLUSION AFFIDAVIT
WORKER'S COMPENSATION INSURANCE CERTIFICATE
INSURANCE ENDORSEMENT
STATEMENT RE INSURANCE COVERAGE
STATEMENT RE THE CONTRACTOR'S LICENSING LAWS**

ARTICLES OF AGREEMENT

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS CERRITOS AVENUE GUARDRAIL IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-04 AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this ____ day of Month, 20XX (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and CONTRACTOR'S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the CERRITOS AVENUE GUARDRAIL IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-04, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding

body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars (\$ _____,) unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in

CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: '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.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or

relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX
(*Council Action Date Here*)

CONTRACTOR:

Contractor’s Business Name

Contractor’s Sign Name, Title

Contractor’s License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk _____ Date _____
City of Los Alamitos

APPROVED AS
TO FORM: _____
Michael S. Daudt, City Attorney _____ Date _____
City of Los Alamitos

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of [DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR] Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment 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 CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

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

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____, 20__.

NOTARY PUBLIC.....
..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; 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, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: CERRITOS AVENUE GUARDRAIL IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-04 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 20__

NOTARY PUBLIC.....(SEAL)
(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment 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 CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of

....., 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this day of....., 20__.

NOTARY PUBLIC.....

.....(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Printed Name of Declarant

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

DATE: _____ Contractor's Business Name .
(Contractor)

By: _____
(Signature)
(Title)

Attest:
By: _____
(Signature)

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E

**CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2018 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 TERMS AND DEFINITIONS

Add the following:

Agent—Shall include persons and companies, other than the Contractor, retained by the City to perform design and construction services in relation to the Work.

Acceptance—The Agency’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—“Standard Plans for Public Works Construction” - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications (“SSS”)—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”)—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 “Time of Completion”.

1-3.3 INSTITUTIONS

Add the following:

ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1
NEMA	National Electrical Manufacturers Association

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

Delete the fourth paragraph and replace with the following:

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

Delete the fifth paragraph and replace with the following:

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

Add the following:

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement
- Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to cold mill and overlay pavement with asphalt rubber hot mix (ARHM) and remove and construct sidewalk, curb, gutter, curb ramps, curb drains, and full depth asphalt concrete pavement. Additional items of work include installing detectable warning surface, signing, and striping and adjusting manhole frames and utility valves to grade. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Replace first paragraph with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

Add the following:

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

Add the following:

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

3-12.6 WATER POLLUTION CONTROL

Add the following to Subsection 3-12.6:

3-12.6.1 General

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2015, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/>. The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

3-12.6.5 PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

Add the following subsection to Subsection 3-13:

3-13.4 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Add the following:

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5-4.2 GENERAL LIABILITY INSURANCE

Replace Section 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no

obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5-4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Section 5-4.3 with the following:

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such

certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

Add the following:

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

Add the following Section 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer’s data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish or short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **One (1) Project Information shall be installed**, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

Add the following:

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION

Add the following subsections:

6-3.3 WORKING DAY

Add the following:

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Replace Section 6-4.4 with the following:

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

Replace Section 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Replace Section 7-3.3 with the following:

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

7-3.4 Mobilization

Replace Section 7-3.4 with the following:

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible. The cost for traffic control shall will be paid per a separate lump sum bid item.

Payment for Mobilization shall be included in the Lump Sum (LS) Price basis and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items

of work. 80% of the bid price for Mobilization will be disbursed at completion of Mobilization and 20% will be disbursed at completion of Demobilization.

SECTION F

CERRITOS AVENUE GUARDRAIL IMPROVEMENTS SPECIFICATION NO. CIP 20/21-04 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SPECIAL PROVISIONS

Except as hereinafter amended, the provisions of the 2018 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

**SPECIAL PROVISIONS
CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

The same brand, type, and source of cement and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

1. Retarding Densifier. The material shall be of the hydroxylated carboxylic acid type in liquid form and shall not entrain air or cause foaming. The retarding densifier shall be used in strict compliance with the printed recommendations of the manufacturer. There shall be no reduction in the cement content of the concrete mix because of the addition of the retarding densifier.

The admixture shall be such that its addition to the concrete mix will:

- a. Decrease drying shrinkage;
- b. Increase compressive strength for all concrete strength for all concrete ages from 3 days to 1 year;
- c. Increase flexural strengths, modulus of elasticity and abrasion resistance;
- d. Increase the slump and placement workability;
- e. Retard the initial set and increase the density; and
- f. Shall contain no calcium or tri-ethanolamine.

At the discretion of the Engineer, the Contractor may be required to submit proof that the admixture he proposed to use meets the foregoing requirements. Such proof shall be in the form of comparative tests of plain and admixture containing mixes performed by an acceptable local laboratory with testing based on use of the project materials and in accordance with the requirements of ASTM C 157. An approved admixture conforming to these requirements is plastiment retarding densifier in liquid form.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).

Replace the first paragraph with the following:

Type A Sealant shall be two component silicone sealant and shall be furnished and placed in accordance with Specifications for "Two Component, Machine Mixed, Type A Sealant" (State Specification 8030-61J-01). Submit two samples to the Engineer for approval.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 1-D.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade B-PG 64-10. Asphalt concrete mix of C2 gradation may be used for leveling layer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Add the following:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

211-1.2 Field Density.

Add the following:

Field density tests will be made by the Engineer during the course of construction at the expense of the CITY. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense.

Add the following Section 218 Concrete and Masonry Structures:

SECTION 218 – CONCRETE AND MASONRY STRUCTURES

218-1 DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)

Drilling and bonding dowels with chemical adhesives shall conform to the details shown on the plans and these special provisions.

Reinforcing steel dowels shall conform to the provisions in Section 218-2 "Bar Reinforcement" of these special provisions.

Threaded rods used as dowels shall conform to the provisions in Section 75-3, "Miscellaneous Bridge Metal," of the 2018 State Standard Specifications. The threaded rods shall be installed in conformance with the requirements for dowels specified herein.

Chemical adhesives to be used shall be selected from the Pre-Qualified Products List at: http://www.dot.ca.gov/hq/esc/approved_products_list/

The Contractor may propose to use a chemical adhesive not on the Pre-Qualified Products List. Information regarding product qualification can be obtained at the Transportation Laboratory.

The chemical adhesive system used shall be appropriate for the concrete temperature and installation conditions in conformance with the requirements in the Department's prequalified list.

Chemical adhesive systems shall be accompanied by a Certificate of Compliance as provided in Section 6-2.03C, "Certificates of Compliance," of the State Standard Specifications. The certificate shall state that the material complies in all respects to the requirements of ICBO AC58 and Caltrans Augmentation/Revisions to ICBO AC58 available at the Transportation Laboratory and at: http://www.dot.ca.gov/hq/esc/approved_products_list/

At least 25 days prior to use, the Contractor shall submit one sample of each chemical adhesive system per lot to the Transportation Laboratory for testing. The sample shall consist of one unit of chemical adhesive, one mixing nozzle, and one retaining nut. A lot of chemical adhesives is defined as 100 units, or fraction thereof, of the same brand and product name.

Each chemical adhesive system shall be clearly and permanently marked with the manufacturer's name, model number of the system, manufacturing date, lot number, shelf life or expiration date, and current ICBO Evaluation Report (ER) number. Each carton of

chemical adhesives shall contain the manufacturer's recommended installation procedures and warnings or precautions concerning the contents as may be required by State or Federal laws and regulations.

218-2 BAR REINFORCEMENT

Reinforcing bars must be deformed bars complying with ASTM A706/A706M, Grade 60. Bars must be epoxy coated and $\frac{3}{4}$ " diameter.

Contractor to submit a certificate of compliance for each shipment of epoxy-coated reinforcement. Include the following with the submittal:

1. Certification that the coated reinforcement complies with ASTM A775/A775M for bar reinforcement
2. All certifications specified in ASTM A775/A775M for bar reinforcement

218-3 EPOXY ADHESIVE FOR BONDING FRESHLY MIXED CONCRETE TO HARDENED CONCRETE

Epoxy Adhesive for Bonding Freshly Mixed Concrete to Hardened Concrete Epoxy adhesive for bonding freshly mixed concrete to hardened concrete must comply with ASTM C881/C881M, Type V, Grade 2, Class B or C.

Use Class B whenever the surface temperature is from 40 to 60 degrees F or if a faster cure is required. Use Class C whenever the surface temperature is above 60 degrees F.

218-4 MORTAR

Mortar must contain only enough water to allow placing and packing. Mortar must have:

- 1 part by volume of cement
- 3 parts by volume of clean sand

218-5 HANDRAIL

Structural shapes, plates, bars, and bolts must comply with section 55-1.02 of the State Standard Specifications. Structural tubing steel must comply with ASTM A500/A500M or A501.

Workmanship for steel components and hardware must be equivalent to good commercial practice. Edges, bolt holes, and surfaces must be free of torn metal, burrs, sharp edges, and protrusions.

Fabricate the metal work in the shop. Do not punch, cut, or weld in the field.

218-6 HANDRAIL ANCHOR BOLTS

Anchor bolts must comply with ASTM A307.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-3 STRUCTURE EXCAVATION AND BACKFILL

300-1.1 General.

Add the following:

Bridge Removal shall include all removals as directed by the Engineer necessary to remove all damaged portions of the bridge within the project area.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Replace the first paragraph with the following:

Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps, unless separately designated. Removals shall be in accordance with Section 401 Removals.

300-2.9 Payment.

Replace the first sentence with the following:

Payment for unclassified excavation shall be considered as included in other items of work and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the unclassified excavation and no additional compensation will be made therefor.

300-4 UNCLASSIFIED FILL

300-4.1 General.

Add the following:

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot, plus or minus, at drainage swales, building pads, and paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is ¼ inch, plus or minus.

Make-up fill material in landscaped areas shall be Class A topsoil for the upper 12 inches of fill.

300-4.10 Measurement and Payment.

Replace this section with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

SECTION 302 -ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.4 Tack Coat.

Add the following:

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall be applied at the following:

1. Pavement joins;
2. Areas where new pavement meets existing pavements;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per ton of Asphalt Concrete Paving and no separate payment will be made therefor.

302-5.5 Distribution and Spreading.

Add the following:

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints.

Replace the first sentence of the first paragraph with the following:

Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.9 Measurement and Payment.

Add the following:

Compensation to provide all of the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the items requiring the work.

The cost for removal and construction of asphalt concrete required to complete the work shall be included in the payment for construction of guardrail system, end anchor assembly, impact head, and any other item requiring this work and shall include full compensation for all labor, materials, tools, equipment and incidentals required to construct asphalt concrete, including, but not limited to, furnishing the material, placement, compaction, prime coat, tack coat, asphaltic emulsion coating on vertical surfaces to abut the new pavement, grading and compaction of subgrade, and all other work required to result in an asphalt concrete meeting the requirements of the specifications.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES

303-1.1 General.

Add the following:

When a roughened concrete surface is shown on the plans, the existing concrete surface shall

be roughened to a full amplitude of approximately 1/4 inch by abrasive blasting, water blasting, or mechanical equipment.

303-1.3 Forms.

Add the following:

All formwork shall be overhung from the Coyote Creek Bridge. No supports shall be placed on the Coyote Creek Bike Path or the Coyote Creek Channel. Adequate vertical clearance shall be maintained on the bike path.

303-1.12 Payment.

Add the following:

Measurement and payment for concrete surface preparation shall be included in the price bid for Structural Concrete (Bridge) and no additional payment shall be allowed therefor.

Measurement and payment for Epoxy Adhesive for Bonding Freshly Mixed Concrete to Hardened Concrete shall be included in the price bid for Structural Concrete (Bridge) and no additional payment shall be allowed therefor.

Payment for all formwork is included in the price paid for structural concrete and no separate payment will be allowed.

Add the following Subsection 303-1.13 through 303-1.15:

303-1.13 Drill and Bond Dowels.

Drilling and bonding dowels shall conform to the details shown on the plans, the State Standard Specifications, and these special provisions. Dowels shall conform to the provisions for bar reinforcement in Section 218-2 of these special provisions.

If reinforcement is encountered during drilling before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole to the depth shown on the plans.

The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the holes. If reinforcement is encountered during drilling, before the specified depth is attained, the Engineer shall be notified. Unless the Engineer approves coring through the reinforcement, the hole will be rejected and a new hole, in which reinforcement is not encountered, shall be drilled adjacent to the rejected hole. The drilled holes shall be cleaned in conformance with the manufacturer's instructions and shall be dry at the time of placing the chemical adhesive. Unless otherwise specified, the diameter and depth of drilled holes shall conform to the values listed in the ICBO ER for the size of dowel or rod being installed.

The depth of the drilled hole listed in the ICBO ER shall be increased by 50 percent when epoxy coating of dowels is required.

Storage and installation procedures shall be as recommended by the manufacturer. A copy of the manufacturer's recommended installation procedure shall be provided to the Engineer at least 2 days prior to the start of work.

Immediately after inserting the dowels into the chemical adhesive, the dowels shall be supported as necessary to prevent movement during curing and shall remain undisturbed until the epoxy has cured a minimum time as specified in the Department's Pre-Qualified Products List.

Dowels that are improperly bonded, as determined by the Engineer, will be rejected. Adjacent new holes shall be drilled, and new dowels shall be placed and securely bonded to the concrete.

All work necessary to correct improperly bonded dowels shall be performed at the Contractor's expense.

303-1.13.1 Measurement and Payment

The above price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for drilling and bonding dowel bars in accordance with the Contract Documents.

300-1.14 Anchor Bolts

Placement of Anchor Bolts must comply with the specifications for Drill and Bond Dowels (900-2).

303-1.14.1 Measurement and Payment

Measurement and payment for installing anchor bolts shall be included in the price bid for Install Hand Rail with Base Plate and no additional payment shall be allowed therefor.

303-1.15 Mortar

Clean concrete areas to be in contact with mortar of loose or foreign material that would prevent bonding between the mortar and the concrete surfaces. Flush the concrete areas with water and allow them to dry to a surface-dry condition immediately before placing the mortar.

Do not load mortar until 72 hours after placement unless authorized.

303-1.15.1 Measurement and Payment

Measurement and payment for installing mortar shall be included in the price bid for Install Hand Rail with Base Plate and no additional payment shall be allowed therefor.

303-1.16 Base Plate

303-1.16.1 Measurement and Payment

Measurement and payment for installing base plate shall be included in the price bid for Install Hand Rail with Base Plate and no additional payment shall be allowed therefor.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General.

Replace the second paragraph with the following:

Concrete areas behind sidewalks, driveways and right-of-way shall be considered as walks. The Contractor shall protect all new concrete installations from damage by others (subcontractors or the general public such as, blemishes, water stains, stress cracks, graffiti markings, etc.). The removal and replacement of damaged concrete work shall be performed and no additional cost to the Agency (City). Concrete sidewalk shall be a minimum 4" thick over native soil compacted to a minimum of 95 % relative compaction.

Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 3' limit of removal. Residual from any saw-cutting shall be removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. The exact location of sidewalk removal shall be approved by the City Engineer in the field. Generally, sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull

boxes, utility boxes, and etc. in place per Section 400. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the City Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Unless otherwise specified, soil in subgrade for curb and gutter shall be compacted to a relative compaction of ninety-five (95) percent in the top six (6) inches of subgrade.

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

400-3 PAYMENT

Replace the last sentence of the first paragraph with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Add the following:

Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this section with the following:

Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 3 inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat straight lines for the purpose of removing the damaged pavement areas.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.

Replace this section with the following:

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, and refuse collectors) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to

underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in **SECTION 3 – CONTROL OF THE WORK** of the SSPWC Standard Specification.

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:

“if located in accordance with 402-1”.

402-4 RELOCATION

Replace the second sentence of the fourth paragraph with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The

Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

Measurement and Payment for **Traffic Control** shall be at the **lump sum (LS)** bid price and shall

include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

PART 9 – GUARDRAIL CONSTRUCTION METHODS

SECTION 901 – GUARDRAIL CONSTRUCTION METHODS

901-1 General.

Work performed under this section shall be done in accordance with Caltrans Standard Plan A77L1, A77S1, A77N4 and Standard Specification section 83, "Railings and Barriers".

Impact head and cable assembly shall be type "MSKT TL3" as manufactured by Road Systems, Inc. 3616 Old Howard County Airport Road, Big Spring, Texas 79720, Phone: (432) 263-2435 or approved equal. The Contractor shall submit in advance to the Engineer for approval the manufacturer's drawings.

901-2 Scope.

The scope of work under this section includes but is not limited to the removal of the existing damaged or conflicting metal beam guardrail and construction of Midwest Guardrail system, terminal system, end anchor assembly, impact head and cable assembly.

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

901-2 Payment.

Payment for **Remove and Construct Midwest Guardrail System per Caltrans Standard Plan RSP A77L1 and A77N4** shall be at the contract unit price bid per lump sum, as shown on the Bid Schedule, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including terminal system, end anchor assembly, impact head and cable assembly to accomplish the work as specified herein, and no additional compensation will be allowed therefor.

Payment for **Remove and Install Guardrail Post per Detail B and C** shall be at the contract unit price bid per lump sum, as shown on the Bid Schedule, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including terminal system, end anchor assembly, impact head and cable assembly to accomplish the work as specified herein, and no additional compensation will be allowed therefor.

Payment for **MSKT-TL3 Impact Head and Cable Assembly Per Road System, INC. or approved equal** shall be at the contract unit price bid per lump sum, as shown on the Bid Schedule, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including terminal system, impact head and cable assembly to accomplish the work as specified herein, and no additional compensation will be allowed therefor.

SECTION G
CERRITOS AVENUE GUARDRAIL IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 e 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. The cost for replacing pavement markers shall be included in the payment for other items of work and no additional compensation will be allowed.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint, two (2) coats, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats.

84-2.02C Paint. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. The cost for replacing striping, in-kind, shall be included in the payment for other items of work and no additional compensation will be allowed.

APPENDIX – PART 1

Standard Plans

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: March 15, 2021

ITEM NUMBER: 10A

To: Mayor Mark A. Chirco & Members of the City Council

Presented By: Windmera Quintanar, MMC, City Clerk

**Subject: Southern California Association of Governments (SCAG) 2021
Virtual Regional Conference and General Assembly**

SUMMARY

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held virtually on Thursday, May 6, 2021 at 11:00 a.m. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

RECOMMENDATIONS

1. Appoint a representative to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,
2. Appoint a Council Member to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

BACKGROUND

Southern California Association of Governments (SCAG) is the nation's largest metropolitan planning organization, representing six counties, 191 cities and more than 18 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future.

At least once every year, SCAG convenes the General Assembly to help set the agency's course for the coming year. The General Assembly is a forum where policy matters can be identified and addressed. A quorum of the General Assembly consists of official representation from one-third of the member cities and one-third of the member counties.

Each member county and each member city has one official representative and one alternate in the General Assembly, except the City of Los Angeles, which has three official representatives and three alternates due to its population size. Member cities and

counties must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly.

DISCUSSION

One aspect of SCAG's 2021 Regional Conference is the General Assembly where the membership considers and takes action on the Fiscal Year budget, SCAG Officers, and proposed amendments to the SCAG Bylaws. Due to health concerns related to COVID-19 pandemic, this year's conference will be held virtually.

In order to facilitate the conduct of business at the General Assembly Meeting, each City Council must designate a Voting Delegate and Alternate. Designation of the Delegate is consistent with SCAG's Bylaws.

The Voting Delegate and Alternate must be registered to attend the conference. The City is currently a member of SCAG and therefore registration is free for the City's voting delegate. Council Member Doby has expressed an interest in attending.

Fiscal Impact

Attendance at the conference is provided at no cost for the voting delegate.

Submitted by: Windmera Quintanar, MMC, City Clerk

Approved by: Chet Simmons, City Manager