CITY OF LOS ALAMITOS

Community Center
10911 Oak St., Los Alamitos, CA 90720

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, May 17, 2021 – 6:00 p.m.

SAFETY ALERT – NOTICE REGARDING COVID-19

If you wish to attend the City Council meeting in person, the Community Center located at 10911 Oak St. Los Alamitos, California 90720, will be open for this meeting and the public shall have the right to observe and offer public comment at this location.

Masks, temperature checks, and visual check of symptoms will be required before entering the Community Center. Entrance and exit will be via the front lobby doors as all other entrances/exits will be locked. A staff member will be present at the door to assist attendees with this process and ensure there is room for them in the Community Center.

Members of the public will be required to wear a mask. Seating will be available based on six feet of social distancing. The City of Los Alamitos continues to follow the Centers for Disease Control and Prevention (CDC) guidelines and these provisions are subject change with short notice.

While you may attend this meeting in person, given the health risks associated with COVID-19, please be advised that you may submit comments on any agenda item or on any item not on the agenda by email 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. You may also view the meeting live on local cable channel 3 and online at https://cityoflosalamitos.org/your-government/city-council/agendas-and-minutes/.

Please consider carefully before attending this meeting in person and keep a six foot distance from others as much as possible. Please do not attend this meeting in person if you have traveled out of state and/or you have had direct contact with someone who has travelled or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

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

Mayor Pro Tem Hasselbrink will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Doby will give the Invocation.

5. PRESENTATION

A. Presentation of a Volunteer Merit Award to John Bishop, Chief Executive Officer of Memorial Care

B. Presentation from Frank Carson, President-Elect of California Parks and Recreation Society (CPRS), to the City for 2020 Award of Excellence in:

- **Creating Community – Serve Los Al**
- **Marketing and Communications – Los Alamitos Recreation Social Media**

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.

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.

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS

Ratify the Warrants for the period from April 16, 2021 to May 5, 2021, in the amount of $855,173.08.

ROLL CALL

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

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.

A. Approval of Minutes (City Clerk)

Approve the City Council Regular Minutes of April 19, 2021.

B. Award of Professional Services Agreement (PSA) for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines (City Clerk)

This report recommends award of a bid to begin work on the redistricting maps to National Demographics Corporation (NDC).

Recommendations:

1. Award the bid for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines in the amount not to exceed $32,500 to National Demographics Corporation (NDC); and,

2. Authorize the Mayor to execute the Professional Services Agreement with National Demographics Corporation (NDC) in a form approved by the City Attorney.

C. Workers' Compensation Claims Administration (Administration)

This report recommends approval of an agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program.

Recommendation: Authorize the Mayor to enter into a Professionals Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program.

D. General Liability Claims Administration (Administration)

This report recommends approval of an agreement with George Hills for third-party administration services for the City's self-insured general liability program and recommends a policy that establishes authority to settle claims.

Recommendation: Approve the Mayor to enter into a Professional Services Agreement with George Hills for third-party administration services for the City's self-insured general liability program.

E. Los Alamitos Museum Association: Proposed Schedule, Activity Plan, and Budget (Administration)

The Los Alamitos Museum Association's proposed schedule, activity plan, balance sheet, and budget for the 2021-2022 fiscal year are being provided to the City Council for approval.

Recommendations:

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2021-2022; and,

2. Authorize the City Manager and/or his designee to approve any change to the schedule, activity plan, and budget.

F. Treasurer's Quarterly Investment Report – March 2021 (Finance)

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

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – March 2021.

G. Approval of Plans and Specifications, and Authorization to Bid for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03) (Development Services)

This report recommends actions to begin facilitating the construction for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03).

Recommendations:

1. Approve the plans and specifications for the construction of the

Suburbia Neighborhood Street Improvement Project (CIP 20/21-03); and,

2. Authorize Staff to advertise and solicit bid proposals.

H. Amendment No. 4 with Willdan Engineering for City Engineering and Traffic Engineering Services (Development Services)

This report seeks approval of Amendment No. 4 with Willdan Engineering to provide City Engineer and Traffic Engineer services for two additional 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. 4 of the Professional Services Agreement with Willdan Engineering.

I. Amendment No. 1 with West Coast Arborists, Inc. (WCA) for Tree Maintenance Services (Development Services)

This report provides a basis for continuing services with West Coast Arborists, Inc. (WCA) to provide Tree Maintenance Services for one additional year. The current Professional Services Agreement (PSA) expires June 15, 2021, but can be extended one year by mutual agreement.

Recommendation: Authorize the Mayor to execute Amendment No. 1 of the Professional Services Agreement with West Coast Arborists, Inc.

J. Amendment No. 9 to Professional Services Agreement with Scientia Consulting Group for Information Technology Support Services (Development Services)

The purpose of this report is to amend the Professional Services Agreement with Scientia Consulting Group, extending the term to June 30, 2022, for information technology support services.

Recommendation: Authorize the Mayor to execute Amendment No. 9 to the Professional Services Agreement with Scientia Consulting Group.

K. Approval of the Request for Proposals (RFP) 2021-07 and Authorization to Bid for Integrated Waste Management Services (Development Services)

This report recommends actions to facilitate the solicitation of bids for Integrated Waste Management Services.

Recommendations:

1. Approve the Request for Proposals (RFP) 2021-07 for exclusive Integrated Waste Management Services; and,

2. Authorize Staff to advertise and solicit bid proposals.

L. Amendment No. 6 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement (Development Services)

This item seeks approval of Amendment No. 6 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance until December 31, 2021. The current Professional Services Agreement (PSA) expires on June 6, 2021.

Recommendation: Authorize the Mayor to execute Amendment No. 6 of the Professional Services Agreement with Clear Channel Outdoor, LLC.

M. Amendment No. 4 with Crosstown Electrical & Data for Traffic Signal Maintenance Services (Development Services)

This item seeks approval of Amendment No. 4 with Crosstown Electrical & Data, to continue providing Traffic Signal Maintenance for a period of three (3) months. The current Professional Services Agreement (PSA) expires on June 30, 2021.

Recommendation: Authorize the Mayor to execute Amendment No. 4 of the Professional Services Agreement with Crosstown Electrical & Data.

N. Award of 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 construction of the proposed grinding and overlay work along Howard Avenue, from Reagan Street to Maple Street.

Recommendations:

1. Award construction for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02) in the amount of $101,400 for the award of Schedule ‘A’ only of the bid package (Schedule ‘B’ was removed due to budget constraint that included optional curb and gutter work) to Onyx Paving Company, Inc.; and,

2. Authorize the Mayor to execute the contract with Onyx Paving Company, Inc. for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02).

O. Resolution 2021-08 – Approving the Fiscal Year 2021-22 Project List for SB-1 Funds in the estimated amount of $229,083 Toward the Woodcrest and College Park North Street Rehabilitation Project (Development Services)

This item recommends use of available State funding for road improvements for the Woodcrest Neighborhood and a portion of the

College Park North Neighborhood Street Rehabilitation projects in the estimated amount of $229,083.

Recommendations:

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,

2. Adopt Resolution No. 2021-08, entitled, “A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT.”

11. DISCUSSION ITEMS

A. Appointment of Interim Police Chief (Administration)

This report seeks approval of the appoint of Eric Nunez as the Interim Police Chief upon his retirement on June 4, 2021.

Recommendation: Approve the appointment of Eric Nunez as Interim Police Chief and authorize the City Manager to execute the employment agreement for the Interim Police Chief for the City of Los Alamitos.

B. Review of Engineering and Traffic Survey for Speed Limits (Development Services)

The Engineering and Traffic Survey for Speed Limits was authorized by the City Council and was performed by the engineering consulting firm of Willdan Engineering, Inc. The goal of the review was to determine whether changes in pre-existing traffic conditions have occurred and if older speed limits should be modified.

Recommendations:

1. Discuss the Engineering and Traffic Survey; and,

2. Adopt Resolution No. 2021-09, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE 2021 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS.”

12. CLOSED SESSION

A. PUBLIC EMPLOYEE APPOINTMENT

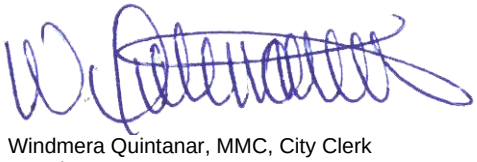
Title: Interim Police Chief
Government Code Section 54954.5

B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (One potential case)

13. 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.



Windmera Quintanar, MMC, City Clerk
Dated: May 12, 2021

CITY OF LOS ALAMITOS
A/P Warrants
MAY 17, 2021

To Ratify

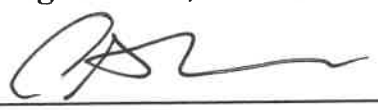
Pages:				
1-8	$	139,461.02	Warrant	04/21/2021
9-12	$	185,711.98	Warrant	05/05/2021
13	$	9,223.95	May Retirees	05/01/2021
14	$	142,748.19	Payroll	04/16/2021
15	$	148,327.47	Benefits & Withholdings	04/16/2021
16	$	149,727.23	Payroll	04/30/2021
17	$	79,973.24	Benefits & Withholdings	04/30/2021
Grand Total	$	855,173.08		

The attached Warrant Register containing checks and electronic funds transfers for the period from April 16, 2021 to May 5, 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 5th day of May, 2021

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMINSURE	WORKERS COMP CLAIMS- MAR.	SELF INSURANCE TRU	INSURANCE	513.49
			TOTAL:	513.49
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS (302 HRS)	GENERAL FUND	TRAFFIC	6,668.16
			TOTAL:	6,668.16
AMERICAN RENTALS	STUMP GRINDER RENTAL	GENERAL FUND	STREET MAINTENANCE	1,221.45
	CONCRETE WITH TRAILER	GENERAL FUND	STREET MAINTENANCE	432.10
	CONCRETE WITH TRAILER RENT	GENERAL FUND	STREET MAINTENANCE	454.41
			TOTAL:	2,107.96
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL- MARCH 2021	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
FIELDMAN, ROLAPP & ASSOCIATES, INC.	ANNUAL DISCLOSURE FILING 0	GENERAL FUND	FINANCE	921.25
			TOTAL:	921.25
CALLYO 2009 CORP	CALLYO LINES	GENERAL FUND	INVESTIGATION	2,280.00
			TOTAL:	2,280.00
JHM SUPPLY, INC.	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	471.03
			TOTAL:	471.03
CARTRIDGE WORLD OF LOS ALAMITOS	PRINTER INK CARTRIDGE	GENERAL FUND	PLANNING	275.83
			TOTAL:	275.83
CWAC INCORPORATED	P.D. CAR UNIT-48-SRO SERVI	GARAGE FUND	GARAGE	595.62
			TOTAL:	595.62
COP WARE, INC.	LEGAL SOURCEBOOK- FOR PD	GENERAL FUND	POLICE ADMINISTRATION	615.00
			TOTAL:	615.00
COUNTY OF ORANGE TREASURER-TAX	OCDS TECHNOLOGY ALLOCATION	GENERAL FUND	COMMUNICATIONS TECHNOL	4,032.00
	OC FINGERPRINT SYSTEM- 04/	GENERAL FUND	COMMUNICATIONS TECHNOL	515.00
			TOTAL:	4,547.00
CROSSTOWN ELECTRICAL & DATA, INC.	KATELLA & LEXINGTON- RED F	GENERAL FUND	STREET MAINTENANCE	364.00
	KATELLA & LEXINGTON- RED F	GENERAL FUND	STREET MAINTENANCE	264.00
	KATELLA & LOS AL- BLACKED	GENERAL FUND	STREET MAINTENANCE	241.85
	KATELLA & WALNUT--FAULTING	GENERAL FUND	STREET MAINTENANCE	78.28
	CERRITOS & HUMBOLT- LONG R	GENERAL FUND	STREET MAINTENANCE	107.00
	CERRITOS&LOS AL-ARROW BLAC	GENERAL FUND	STREET MAINTENANCE	160.50
			TOTAL:	1,215.63
CROWN TROPHY	SOCCER MEDALS	GENERAL FUND	SPORTS	100.21
	MINI/ JR. SUPERSTAR MEDALS	GENERAL FUND	SPORTS	78.74
			TOTAL:	178.95
DATA TICKET, INC.	DATA TICKET- CITATION FEB.	GENERAL FUND	NEIGHBORHOOD PRESERVAT	200.00
			TOTAL:	200.00
DOGGIE WALK BAGS, INC.	DOGGIE BAGS	GENERAL FUND	PARK MAINTENANCE	565.30
			TOTAL:	565.30
EWLES MATERIALS	CONCRETE DISPOSAL	GENERAL FUND	STREET MAINTENANCE	200.00
			TOTAL:	200.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FEDEX	PD DNA DATA BANK PROGRAM	GENERAL FUND	POLICE ADMINISTRATION	13.91
	AQMP PERMIT- FENLEY DRIVE	GENERAL FUND	PUBLIC WORKS ADMIN	51.77
			TOTAL:	65.68
FRED GUY'S AUTO BODY & PAINT FACILITY	PAINT JOB ON PD DODGE DURA	GARAGE FUND	GARAGE	1,200.00
			TOTAL:	1,200.00
FRONTIER COMMUNICATIONS	JAIL ALARMS/ PHONE LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	243.19
			TOTAL:	243.19
GALLS / QUARTERMASTER	PANTS FOR G.TAVASCI	GENERAL FUND	RECORDS	138.80
	POLO SHIRTS FOR G. TAVASCI	GENERAL FUND	RECORDS	112.33
			TOTAL:	251.13
GANAHL LUMBER COMPANY	WOOD STAKES	GENERAL FUND	STREET MAINTENANCE	38.93
	IRRIGATION REPAIR SUPPLIES	GENERAL FUND	STREET MAINTENANCE	7.48
	STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	60.50
	DOOR HINGE-PD RESTROOM DOO	GENERAL FUND	BUILDING MAINTENANCE	60.86
	SHOP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	37.46
	FAN W/ LIGHT FOR PRE-SCHOO	GENERAL FUND	BUILDING MAINTENANCE	43.09
	LIGHT SWITCHES	GENERAL FUND	BUILDING MAINTENANCE	32.29
	DRYWALL TAPE	GENERAL FUND	BUILDING MAINTENANCE	51.66
	SHOP SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	12.91
			TOTAL:	345.18
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,679.41
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,849.59
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	251.24
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	4,200.92
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	2,597.09
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	567.34
			TOTAL:	11,145.59
JACK GRISWOLD	CPR FOR ADULT, CHILD & INF	GENERAL FUND	SPECIAL CLASSES	18.85
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	16.90
			TOTAL:	35.75
HI-WAY SAFETY, INC.	STOP PADDLES/ SAFETY DRUMS	GENERAL FUND	STREET MAINTENANCE	594.47
			TOTAL:	594.47
JARED E. LLOYD	HCE RUN- 03/18/21	GENERAL FUND	SPORTS	76.80
	HCE RUN- 04/08/21	GENERAL FUND	SPORTS	26.40
			TOTAL:	103.20
KESTER CORPORATION	CHAIN SAW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	78.84
			TOTAL:	78.84
KEVIN GARRETT	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	37.70
	PEE WEE TENNIS THURSDAYS	GENERAL FUND	SPECIAL CLASSES	216.45
	YOUTH BEG. TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	367.90
	YOUTH INTERM. TENNIS THURS	GENERAL FUND	SPECIAL CLASSES	227.50
	YOUTH BEG. TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	369.85
	YOUTH INTERM. TENNIS SATUR	GENERAL FUND	SPECIAL CLASSES	365.95
			TOTAL:	1,585.35
KONICA MINOLTA PREMIER	COPIER - ADMIN FRONT OFFIC	GENERAL FUND	FINANCE	503.09

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COPIER - FINANCE	GENERAL FUND	FINANCE	545.37
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE	GENERAL FUND	POLICE ADMINISTRATION	187.13
			TOTAL:	187.13
YING LIU	PORTRAIT WORKSHOP 03/23/21	GENERAL FUND	SPECIAL CLASSES	11.70
			TOTAL:	11.70
MAD SCIENCE OF W. ORANGE COUNTY	ROCKIN ROCKETS CAMP	GENERAL FUND	SPECIAL CLASSES	501.15
			TOTAL:	501.15
LOZEAU CONSULTING, TRAINING & INVESTIG	HLO TRAINING- OFFICER RAMI	GENERAL FUND	POLICE ADMINISTRATION	80.00
			TOTAL:	80.00
NATIONAL AUTO FLEET GROUP	DODGE DURANGO PURSUIT VEH	GARAGE FUND	GARAGE	40,176.48
			TOTAL:	40,176.48
NORTH STAR LAND CARE	MOWING CONTRACT	GENERAL FUND	PARK MAINTENANCE	1,769.92
			TOTAL:	1,769.92
OUR LOS AL	MANAGEMENT SVCS. APR. 2021	GENERAL FUND	CITY COUNCIL	416.67
	MANAGEMENT SVCS. APR. 2021	GENERAL FUND	LOS ALAMITOS TV	833.33
	CITY COUNCIL MEETINGS- VID	LOS ALAMITOS TV	LOS ALAMITOS TV	4,220.00
	MANAGEMENT SVCS. APR. 2021	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
			TOTAL:	6,303.33
PACIFIC TELEMANAGEMENT SERVICES	POLICE PAY PHONE- APR. 202	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
			TOTAL:	43.00
PAPER RECYCLING SPECIALISTS	PAPER RECYCLING -04/01/202	GENERAL FUND	FINANCE	82.00
			TOTAL:	82.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK- COTTONWO	GENERAL FUND	PARK MAINTENANCE	370.00
	L.A. SANITATION DIST. FEE	GENERAL FUND	PARK MAINTENANCE	155.00
			TOTAL:	525.00
PETTY CASH	ADMIN CAR WASH/ PAINT	GENERAL FUND	POLICE ADMINISTRATION	107.75
	UNIFORM EMBROIDERY	GENERAL FUND	POLICE ADMINISTRATION	32.43
	RANGE FEES, LOCKER NAME PL	GENERAL FUND	PATROL	55.30
	UNIFORM PANTS- R.HILL	GENERAL FUND	TRAFFIC	103.98
	GAS PURCHASE PD ADMIN VEHI	GARAGE FUND	GARAGE	60.00
			TOTAL:	359.46
PRINTMASTERS	1,000 RESTAURANT GUIDES- 2	GENERAL FUND	COMMUNITY DEVEL ADMIN	269.38
			TOTAL:	269.38
REDFLEX TRAFFIC SYSTEMS, INC.	AT&T INTERSECTION COM-MAR.	GENERAL FUND	TRAFFIC	8,634.20
			TOTAL:	8,634.20
MCKENZIE RICKS	BEG. COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	173.55
			TOTAL:	173.55
SAFEGUARD BUSINESS SYSTEMS INC.	W-2 4 PART	GENERAL FUND	FINANCE	118.94
	CHECK STOCK	GENERAL FUND	FINANCE	552.92
			TOTAL:	671.86

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SANBON PRO APPAREL	JR. PEE WEE SOCCER SHIRTS	GENERAL FUND	SPORTS	106.67
	JR. SUPERSTAR SHIRTS	GENERAL FUND	SPORTS	135.77
			TOTAL:	242.44
SIR SPEEDY	BUSINESS CARDS- NAVARRO	GENERAL FUND	PATROL	67.68
			TOTAL:	67.68
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	EXTRA CONCRETE BAGS	GENERAL FUND	STREET MAINTENANCE	52.98
	EXTRA CONCRETE BAGS	GENERAL FUND	STREET MAINTENANCE	21.19
	EXTRA CONCRETE BAGS	GENERAL FUND	STREET MAINTENANCE	21.19
	SOIL - FILLING AFTER CONCR	GENERAL FUND	STREET MAINTENANCE	40.97
			TOTAL:	136.33
SOCAL AUTO & TRUCK PARTS INC.	BATTERY FOR PD UNIT 48-6	GARAGE FUND	GARAGE	200.26
			TOTAL:	200.26
SPARKLETTS DRINKING WATER	WATER	GENERAL FUND	BUILDING MAINTENANCE	114.19
			TOTAL:	114.19
SPECTRUM SECURITY GROUP, LLC	DOOR LOCK HARDWARE-SHOPDOO	GARAGE FUND	GARAGE	251.19
			TOTAL:	251.19
ST. OF CALIFORNIA DEPT. OF JUSTICE	CONTRACT INSTRUCTOR FINGER	GENERAL FUND	NON-DEPARTMENTAL	160.00
			TOTAL:	160.00
STEPHEN ALLEN CHAUNCEY	TRAINING-DELGADO & NAVARRO	GENERAL FUND	POLICE ADMINISTRATION	280.00
			TOTAL:	280.00
THE SHAMROCK COMPANIES	CHAIN SAW BAR REPLACEMENT	GENERAL FUND	STREET MAINTENANCE	99.13
			TOTAL:	99.13
WEST PUBLISHING CORPORATION	DETECTIVES SYSTEM- MAR. 20	GENERAL FUND	INVESTIGATION	292.78
			TOTAL:	292.78
TIME WARNER CABLE	FIBER INTERNET	GENERAL FUND	ADMINISTRATION	1,734.00
	CABLE SERVICE 4/2/21- 5/1/	GENERAL FUND	COMMUNICATIONS TECHNOL	135.72
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	473.42
			TOTAL:	2,343.14
TOBIAS IBARRA	WEEKEND OF ART SOUND 03/13	GENERAL FUND	SPECIAL EVENTS	1,000.00
			TOTAL:	1,000.00
TOTAL COMPENSATION SYSTEMS, INC	GASB 75 VALUATION SVCS. #1	GENERAL FUND	FINANCE	1,102.50
			TOTAL:	1,102.50
U.S. BANK	GROCERY PROGRAM SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	19.96
	COMPUTER RISERS/ ACCESSORI	GENERAL FUND	ADMINISTRATION	24.54
	SUBSCRIPTION- ADOBE	GENERAL FUND	ADMINISTRATION	33.99
	SUBSCRIPTION- OC REGISTER	GENERAL FUND	ADMINISTRATION	10.00
	SUBSCRIPTION- ACROBAT	GENERAL FUND	ADMINISTRATION	14.99
	SUBSCRIPTION- ZOOM	GENERAL FUND	ADMINISTRATION	157.40
	UPS- MAILING	GENERAL FUND	ADMINISTRATION	5.80
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	11.84
	- WASTE TONERS FOR COPIER	GENERAL FUND	FINANCE	83.02
	GFOA WEBINAR- FEDERAL FUND	GENERAL FUND	FINANCE	150.00
	KITCHEN SUPPLIES	GENERAL FUND	FINANCE	15.07

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUBSCRIPTION-ADOBE	GENERAL FUND	FINANCE	14.99
	SUPPLIES- MAILING ENVELOPE	GENERAL FUND	FINANCE	81.84
	SUBSCRIPTION- SITEGROUND	GENERAL FUND	FINANCE	100.00
	FBI COURSE	GENERAL FUND	POLICE ADMINISTRATION	49.99
	BACKGROUND INVESTIGATOR CO	GENERAL FUND	POLICE ADMINISTRATION	60.00
	AUTOMATIC ENGINE DISABLER	GENERAL FUND	POLICE ADMINISTRATION	129.95
	SUPPLIES-BUSINESS CARD SLE	GENERAL FUND	POLICE ADMINISTRATION	22.56
	SUPPLIES-OFFICE	GENERAL FUND	POLICE ADMINISTRATION	73.62
	SUPPLIES-TRASH CANS	GENERAL FUND	POLICE ADMINISTRATION	33.68
	SEAT COVERS PD DURANGO	GENERAL FUND	POLICE ADMINISTRATION	53.58
	SUPPLIES-HAND SOAP	GENERAL FUND	POLICE ADMINISTRATION	6.75
	SUBSCRIPTION-ADOBE	GENERAL FUND	POLICE ADMINISTRATION	14.99
	CASE FOR SURFACE PRO	GENERAL FUND	POLICE ADMINISTRATION	66.78
	CASE FOR SURFACE PRO	GENERAL FUND	POLICE ADMINISTRATION	65.72
	SUPPLIES- PORTRAIT BACKDRO	GENERAL FUND	POLICE ADMINISTRATION	23.68
	SOCIAL MEDIA TRAINING-KROG	GENERAL FUND	POLICE ADMINISTRATION	905.02
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	21.52
	EMT REFRESHER COURSE-KROK	GENERAL FUND	POLICE ADMINISTRATION	275.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	91.32
	ICI CHILD ABUSE INVEST-GAL	GENERAL FUND	POLICE ADMINISTRATION	479.00
	ICI CHILD ABUSE INVEST-ROD	GENERAL FUND	POLICE ADMINISTRATION	479.00
	TRAFFIC COLLISION COURSE-R	GENERAL FUND	POLICE ADMINISTRATION	125.66
	TRAINING COORDINATOR COURS	GENERAL FUND	POLICE ADMINISTRATION	225.00
	TRAINING COORDINATOR COURS	GENERAL FUND	POLICE ADMINISTRATION	5.96
	ARMORY TOOLS	GENERAL FUND	PATROL	17.01
	45 AUTO AMMO	GENERAL FUND	PATROL	953.59
	GLOCK PARTS	GENERAL FUND	PATROL	135.74
	SUPPLIES- LEGAL NOTEPADS	GENERAL FUND	PATROL	32.29
	SUPPLIES-BUBBLE MAILERS	GENERAL FUND	RECORDS	17.38
	SUPPLIES-BUBBLE MAILERS	GENERAL FUND	RECORDS	29.83
	OFFICE SUPPLIES-CARDSTOCK	GENERAL FUND	COMMUNITY DEVEL ADMIN	66.20
	BREAK ROOM SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	111.41
	ELECTRONIC NOTEPAD	GENERAL FUND	COMMUNITY DEVEL ADMIN	643.26
	I.D BADGE HOLDERS-REFUND	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.28-
	I.D BADGE HOLDERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.28
	I.D BADGE HOLDERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.33
	REPLACED BROKEN COFFEE GRI	GENERAL FUND	PUBLIC WORKS ADMIN	32.27
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	209.17
	SAFETY VEST/ GLOVES	GENERAL FUND	STREET MAINTENANCE	336.93
	NEW TIE DOWNS	GENERAL FUND	STREET MAINTENANCE	38.51
	PRINTER TONER	GENERAL FUND	STREET MAINTENANCE	223.88
	TREES FOR BALL ROAD	GENERAL FUND	STREET MAINTENANCE	989.63
	PAINT FOR CITY BANNER STAN	GENERAL FUND	STREET MAINTENANCE	44.80
	SAKIOKA- SOROPTIMIST PARK	GENERAL FUND	PARK MAINTENANCE	302.60
	LIGHT SENSOR- LITTLE COTTO	GENERAL FUND	PARK MAINTENANCE	91.58
	SUPPLIES FOR CITY BANNER S	GENERAL FUND	PARK MAINTENANCE	350.51
	AMERICAN FLAG	GENERAL FUND	BUILDING MAINTENANCE	58.07
	AMERICAN FLAG	GENERAL FUND	BUILDING MAINTENANCE	157.98
	LIGHTBULBS FOR CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	88.20
	TILE- COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,575.00
	SUBSCRIPTION-ZOOM	GENERAL FUND	RECREATION ADMINISTRAT	15.74
	COPIER INVOICE- CANNON	GENERAL FUND	RECREATION ADMINISTRAT	319.18
	DIRECT TV FOR EOC- FEB. 20	GENERAL FUND	RECREATION ADMINISTRAT	67.69
	CPRS CONFERENCE- REC TEAM	GENERAL FUND	RECREATION ADMINISTRAT	1,070.00
	CPRS CONF. ADDED COURSE	GENERAL FUND	RECREATION ADMINISTRAT	40.00
	DIRECT TV FOR EOC- MAR 202	GENERAL FUND	RECREATION ADMINISTRAT	61.44

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUBSCRIPTION- ADOBE- TRINI	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	SUBSCRIPTION- ADOBE- EMELI	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	SUBSCRIPTION- MAILCHIMP	GENERAL FUND	RECREATION ADMINISTRAT	280.00
	SUBSCRIPTION-APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	SUBSCRIPTION-GOOGLE STORAG	GENERAL FUND	RECREATION ADMINISTRAT	2.99
	BOLLYWOOD EXPERIENCE-YOUTH	GENERAL FUND	COMMUNITY SERVICES	250.00
	LOBBY REMODELING	GENERAL FUND	PLAYGROUNDS	27.03
	LOBBY REMODELING	GENERAL FUND	PLAYGROUNDS	374.97
	LOBBY REMODELING	GENERAL FUND	PLAYGROUNDS	368.00
	LOBBY REMODELING	GENERAL FUND	SPORTS	1,465.38
	YOUTH BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	161.63
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	280.81
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	193.31
	ART CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	53.92
	ART CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	160.41
	ART CLASS SUPPLIES	GENERAL FUND	SPECIAL CLASSES	131.58
	CREDIT-LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	54.89-
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	77.56
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	20.12
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	91.48
	LOBY REMODELING	GENERAL FUND	SPECIAL CLASSES	126.75
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	131.69
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	460.68
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	38.50
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	101.34
	LOBBY REMODELING	GENERAL FUND	SPECIAL CLASSES	55.74
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	27.12
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	172.50
	SPORTS SUPPLIES	GENERAL FUND	SPECIAL EVENTS	27.75
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	29.08
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	6.08
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	117.47
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	15.53
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	16.78
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	103.57
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	269.38
	SOCIAL MEDIA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	2.21
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	21.55
	SOCIAL MEDIA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	16.43
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	14.57
	GAS FOR REC. VAN	GENERAL FUND	SPECIAL EVENTS	89.94
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	52.65
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	273.00
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	6.62
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	17.21
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	2.19
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1.07
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	272.00
	LEE EVENT SUPPLIES-TRASH C	GENERAL FUND	SPECIAL EVENTS	216.12
	LEE EVENTSUPPLIES-STORAGE	GENERAL FUND	SPECIAL EVENTS	160.55
	LEE SUPPLIES-PLAYGROUND BA	GENERAL FUND	SPECIAL EVENTS	42.00
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	41.53
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	46.47
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	351.10
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	104.99
	LOBBY REMODELING	GENERAL FUND	SPECIAL EVENTS	86.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	169.90
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	165.31
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	500.30
	LEE EVENT SUPPLIES-TELESCO	GENERAL FUND	SPECIAL EVENTS	258.58
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,657.64
	PHOTOBIZ	GENERAL FUND	SPECIAL EVENTS	19.17
	CREDIT LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	74.31-
	LEE EVENT SUPPLIES-MOON LA	GENERAL FUND	SPECIAL EVENTS	64.64
	LEE EVENT SUPPLIES-MOON LA	GENERAL FUND	SPECIAL EVENTS	64.64
	LEGACY RACE MANAGEMENT-COU	GENERAL FUND	SPECIAL EVENTS	500.00
	LEE EVENT SUPPLIES-SLIME/G	GENERAL FUND	SPECIAL EVENTS	105.92
	LEE EVENT SUPPLIES-DRY YEA	GENERAL FUND	SPECIAL EVENTS	12.58
	LEE EVENT SUPPLIES-CRAFTS	GENERAL FUND	SPECIAL EVENTS	82.92
	LEE EVENT SUPPLIES-SCIENCE	GENERAL FUND	SPECIAL EVENTS	300.00
	LEE EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	36.99
	CAR CODE READER FOR SHOP	GARAGE FUND	GARAGE	231.65
	NEW TOW HITCH	GARAGE FUND	GARAGE	54.51
	TIE DOWNS & TOW HITCH	GARAGE FUND	GARAGE	135.68
	SAFETY MASKS, BATTERIES,GL	GARAGE FUND	GARAGE	147.83
	HEADLIGHTS- PW TRUCK	GARAGE FUND	GARAGE	30.15
	DRAIN PLUG	GARAGE FUND	GARAGE	4.30
	TIRE AIR TANK TO CHANGE TI	GARAGE FUND	GARAGE	96.96
	SHOP SUPPLIES	GARAGE FUND	GARAGE	90.66
			TOTAL:	24,163.89
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 DATABASE MAINTENANCE	GENERAL FUND	STREET MAINTENANCE	49.60
	LSA01 BILLABLE TICKETS (40	GENERAL FUND	STREET MAINTENANCE	15.68
			TOTAL:	65.28
VERIZON WIRELESS	VERIZON WIRELESS-EMERGENCY	GENERAL FUND	EMERGENCY PREPAREDNESS	162.71
	VERIZON WIRELESS-COMM DEVE	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	VERIZON WIRELESS-PUBLIC WO	GENERAL FUND	STREET MAINTENANCE	243.72
			TOTAL:	436.45
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	4,913.26
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	230.67-
			TOTAL:	4,682.59
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	548.64
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	914.54
			TOTAL:	1,463.18
WEX HEALTH, INC.	FLEX ADMIN SERVICES- 03/20	GENERAL FUND	FINANCE	58.50
			TOTAL:	58.50
WORLD TRADE PRINTING COMPANY	SPRING CARNIVAL BANNERS	GENERAL FUND	SPECIAL EVENTS	146.81
			TOTAL:	146.81
XYLEM DEWATERING SOLUTIONS, INC.	FENLEY RENTAL PUMP (3/08-4	BUILDING IMPROVEME	CAPITAL PROJECTS	3,824.46
			TOTAL:	3,824.46

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========		
10	GENERAL FUND	82,111.86
25	BUILDING IMPROVEMENT	3,824.46
28	LOS ALAMITOS TV	5,053.33
50	GARAGE FUND	47,957.88
54	SELF INSURANCE TRUST	513.49
	GRAND TOTAL:	139,461.02

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AED ONE-STOP SHOP	AED-1-YEAR RENEWAL	GENERAL FUND	RECORDS	1,592.00
			TOTAL:	1,592.00
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS-161H 4/4-4	GENERAL FUND	TRAFFIC	3,554.88
			TOTAL:	3,554.88
ALLEGRO INTERNATIONAL SERVICE INC.	ALLEGRO INTERNATIONAL SERV	GENERAL FUND	NON-DEPARTMENTAL	500.00
			TOTAL:	500.00
AMERICAN RENTALS	ROLLER RENTAL - OLD TOWN W	GENERAL FUND	STREET MAINTENANCE	284.66
			TOTAL:	284.66
BLAZE CONE CO., INC.	TRAFFIC CONES	GENERAL FUND	TRAFFIC	763.50
			TOTAL:	763.50
BORDIN SEMMER, LLP	NEW YORK MARINE CLAIM	SELF INSURANCE TRU	INSURANCE	676.50
			TOTAL:	676.50
CHARLES ABBOTT ASSOCIATES, INC.	PROF. SVCS- L.ROSEBERRY 03	GENERAL FUND	NON-DEPARTMENTAL	1,820.00
	BUILDING SVCS. 03/21	GENERAL FUND	BUILDING INSPECTION	34,998.99
			TOTAL:	36,818.99
CITY OF CYPRESS	PUBLIC AFFAIRS CONSULTING	GENERAL FUND	ADMINISTRATION	1,250.00
			TOTAL:	1,250.00
CITY OF LONG BEACH	3RD Q. CONTRACT SERVICES	GENERAL FUND	FINANCE	18,453.00
			TOTAL:	18,453.00
COMMERCIAL DOOR OF LOS ANGELES COUNTY,	NEW PUBLIC WORKS GARAGE DO	GENERAL FUND	BUILDING MAINTENANCE	180.00
			TOTAL:	180.00
COUNTY OF ORANGE TREASURER-TAX	PARKING/ EQUIP VIOLATIONS	GENERAL FUND	NON-DEPARTMENTAL	804.50
			TOTAL:	804.50
COUNTY OF ORANGE - OFFICE OF THE DA	PROSECUTION-CODE VIOLATION	GENERAL FUND	POLICE ADMINISTRATION	275.58
			TOTAL:	275.58
COUNTY OF ORANGE TREASURER-TAX	OCSD COMM. QUARTERLY BILLI	GENERAL FUND	COMMUNICATIONS TECHNOL	1,312.00
			TOTAL:	1,312.00
DELL MARKETING L.P.	VMWARE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,497.21
			TOTAL:	2,497.21
EMPLOYMENT DEVELOPMENT DEPT.	UNEMPLOYMENT INSURANCE	SELF INSURANCE TRU	INSURANCE	614.50
			TOTAL:	614.50
ENTERPRISE FM TRUST	MONTHLY LEASE-FORD F-15/TR	GARAGE FUND	GARAGE	1,277.93
			TOTAL:	1,277.93
EWLES MATERIALS	CONCRETE DUMP FOR YOUTH CE	GENERAL FUND	STREET MAINTENANCE	160.00
			TOTAL:	160.00
GANAHL LUMBER COMPANY	SUPPLIE S- ASPHALT PROJECT	GENERAL FUND	STREET MAINTENANCE	65.28
	IRRIGATION REPAIR SUPPLIES	GENERAL FUND	PARK MAINTENANCE	33.24
	DOOR STOPS- COMM.CENTER	GENERAL FUND	BUILDING MAINTENANCE	15.27
	SUPPLIES FOR FLAG POLE REP	GENERAL FUND	BUILDING MAINTENANCE	28.75

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	142.54
PRIMARY & MULTI-SPECIALTY CLINICS		PRE EMPLOYMENT PHYSICALS	GENERAL FUND	NON-DEPARTMENTAL	210.00
		PRE EMPLOYMENT PHYSICALS-R	GENERAL FUND	NON-DEPARTMENTAL	490.00
				TOTAL:	700.00
GEORGE HILLS COMPANY, INC.		ADMIN & CLAIM MGT FEES- 4/	GENERAL FUND	NON-DEPARTMENTAL	2,360.17
				TOTAL:	2,360.17
GOLDEN STATE WATER COMPANY		GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,807.69
		GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	3,022.72
				TOTAL:	4,830.41
HARRY'S PLUMBING AND DRAINS, INC.		MAINLINE CLEAN OUT-COTTONW	GENERAL FUND	PARK MAINTENANCE	140.00
				TOTAL:	140.00
HDL COREN & CONE		PROPERTY TAX SVCS. 2Q 2021	GENERAL FUND	FINANCE	1,375.00
				TOTAL:	1,375.00
HI-WAY SAFETY, INC.		FLASHING CEACONS FOR CROSS	GENERAL FUND	STREET MAINTENANCE	2,298.24
				TOTAL:	2,298.24
ICS INTELESYS, INC.		ANNUAL RENEWAL	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,188.00
				TOTAL:	2,188.00
PACIFIC SECURED EQUITIES, INC.		WC TPA SERVICES - MAY 2021	SELF INSURANCE TRU	INSURANCE	1,149.80
				TOTAL:	1,149.80
JOHANNA GRACE SANTOS TOSCANO		ADMIN. CAR WASHES	GARAGE FUND	GARAGE	20.00
		PD CAR WASHES	GARAGE FUND	GARAGE	220.00
		REC. CAR WASHES	GARAGE FUND	GARAGE	60.00
				TOTAL:	300.00
LOWE'S		TWO TREES AND SUPPLIES	GENERAL FUND	PARK MAINTENANCE	185.87
		TOOL BOX AND SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	434.89
		GAS CANS	GARAGE FUND	GARAGE	157.04
		TOOL SUPPLIES FOR SHOP	GARAGE FUND	GARAGE	112.03
				TOTAL:	889.83
MCA DIRECT		PERMANENT PAPER	GENERAL FUND	ADMINISTRATION	302.70
				TOTAL:	302.70
MISC. VENDOR	ALEXANDRA PEREA	ALEXANDRA PEREA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	130.00
	ALEXANDRA PEREA	ALEXANDRA PEREA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
	BRITTANY TAYLOR	BRITTANY TAYLOR:REFUND	GENERAL FUND	NON-DEPARTMENTAL	79.00
	BRITTANY TAYLOR	BRITTANY TAYLOR:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	CAROL BRISSON	CAROL BRISSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	50.00
	CAROL BRISSON	CAROL BRISSON:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	CHRISTINE KEATING	CHRISTINE KEATING:REFUND	GENERAL FUND	NON-DEPARTMENTAL	40.00
	CECILIA LLANO	CECILIA LLANO:REFUND	GENERAL FUND	NON-DEPARTMENTAL	23.00
	JULIE LYNES	JULIE LYNES:REFUND	GENERAL FUND	NON-DEPARTMENTAL	100.00
	JULIE LYNES	JULIE LYNES:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	KELLY WRIGHT	KELLY WRIGHT:REFUND	GENERAL FUND	NON-DEPARTMENTAL	60.00
	LORRAINE LUMAKANG	LORRAINE LUMAKANG:REFUND	GENERAL FUND	NON-DEPARTMENTAL	39.00
	LISA MARINOFF	LISA MARINOFF:REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.20
	SARAH GRAY	SARAH GRAY:REFUND	GENERAL FUND	NON-DEPARTMENTAL	42.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SO YUU CHUNG	SO YUU CHUNG:REFUND	GENERAL FUND	NON-DEPARTMENTAL	72.00
TULIP RAGIEN	TULIP RAGIEN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	102.00
TULIP RAGIEN	TULIP RAGIEN:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
NELSON RAMIREZ	NELSON RAMIREZ:REFUND	GENERAL FUND	PATROL	10.06
MARC NAVARRO	MARC NAVARRO:REFUND	GENERAL FUND	PATROL	17.00
			TOTAL:	816.26
NEWPORT EXTERMINATING	EXTERIOR TREATED PEST CONT	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL-BAIT REFILL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL- BAIT REFIL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
COMMUNITY MEDIA CORP.	PUBLIC HEARING-MASTER FEE	GENERAL FUND	ADMINISTRATION	870.00
	ADVERT.-NIB CERRITOS GUARD	MEASURE M	CAPITAL PROJECTS	945.00
			TOTAL:	1,815.00
ORANGE COUNTY TRAINING MANAGER'S ASSOC	MEMBERSHIP FEES-H.MARTINEZ	GENERAL FUND	POLICE ADMINISTRATION	100.00
			TOTAL:	100.00
PLACEWORKS, INC.	GENERAL PLAN IMPLEMENTATIO	GENERAL FUND	PLANNING	11,934.00
			TOTAL:	11,934.00
PREFERRED AERIAL & CRANE TECHNOLOGY, I	ANNUAL INSPECTION- BOOM TR	GARAGE FUND	GARAGE	325.00
			TOTAL:	325.00
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	1,416.15
			TOTAL:	1,416.15
SAFEGUARD BUSINESS SYSTEMS INC.	W-2 4PT	GENERAL FUND	FINANCE	124.01
	W-2 C DOCUMENTS	GENERAL FUND	FINANCE	152.23
			TOTAL:	276.24
SCIENTIA CONSULTING GROUP, INC.	IT SEVCS. MAY 2021	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,871.00
	BACKUP SERVER LICENSE-APR	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	97.50
	CLOUD BACKUP LICENSE-APR 2	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33.00
	BACKUP CLOUD STORAGE-APR	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.00
			TOTAL:	6,721.50
SHI INTERNATIONAL CORP.	APPLE IPAD	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,242.05
			TOTAL:	1,242.05
SHI INTERNATIONAL	IPAD PRO	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	489.57
	IPAD PRO	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	702.48
			TOTAL:	1,192.05
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	GRAVEL- COMM. CENTER LANDS	GENERAL FUND	STREET MAINTENANCE	276.81
	PLASTIC BOARDER FOR LANDSC	GENERAL FUND	STREET MAINTENANCE	186.52
	PLASTIC STAKES FOR LANDSCA	GENERAL FUND	STREET MAINTENANCE	7.54
	ROCKS FOR PLANTERS COMM.CE	GENERAL FUND	STREET MAINTENANCE	71.76
	MULCH FOR COMM.CENTER PLAN	GENERAL FUND	STREET MAINTENANCE	212.21
	REPAIR CRACKED PLANTER	GENERAL FUND	STREET MAINTENANCE	29.87
			TOTAL:	784.71
NANCY K. BOHL INCORPORATED	CONTRACT SVCS. MAR. 2021	GENERAL FUND	POLICE ADMINISTRATION	750.00
			TOTAL:	750.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TIME WARNER CABLE	CABLE SERVICE	GENERAL FUND	ADMINISTRATION	71.56
	PHONE SERVICE	GENERAL FUND	ADMINISTRATION	39.99
			TOTAL:	111.55
VERIZON WIRELESS	MDC 1-8: 04/11/21-5/10/21	GENERAL FUND	PATROL	304.08
	PD JETPACK: 04/11/21-5/10/	GENERAL FUND	PATROL	76.02
	OFFICERS (14) CELL CHARGE	GENERAL FUND	PATROL	669.34
	OFFICERS (14) PURCHASE DEV	GENERAL FUND	PATROL	1,242.36
	DETECTIVES (3) CELL CHARGE	GENERAL FUND	INVESTIGATION	143.43
	DETECTIVES (3) PURCHASE DE	GENERAL FUND	INVESTIGATION	266.22
	CLO CHARGE: 04/11/21-5/10/	GENERAL FUND	COMMUNITY OUTREACH	40.63
			TOTAL:	2,742.08
WAXIE'S ENTERPRISES INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	55.46
			TOTAL:	55.46
WILLDAN ENGINEERING	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	4,800.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	26,868.50
	SUBURBIA STREET PROJECT- S	GAS TAX	CAPITAL PROJECTS	5,894.50
	FENLEY PUMP STATION	BUILDING IMPROVEME	CAPITAL PROJECTS	481.50
	HOWARD STREET PROJECT	MEASURE M	NON-DEPARTMENTAL	387.75
	CERRITOS AVE BRIDGE GUARDR	MEASURE M	CAPITAL PROJECTS	2,133.75
	BRIGGEMAN STREET WIDENING	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	3,514.50
			TOTAL:	44,080.50
WOODRUFF, SPRADLIN & SMART	WOODRUFF, SPRADLIN & SMART	GENERAL FUND	CITY ATTORNEY	20,257.49
	WOODRUFF, SPRADLIN & SMART	GENERAL FUND	CITY ATTORNEY	3,105.00
			TOTAL:	23,362.49

	FUND TOTALS	
	GENERAL FUND	153,901.37
	GAS TAX	5,894.50
25	BUILDING IMPROVEMENT	481.50
26	MEASURE M	3,466.50
44	TRAFFIC IMPROVEMENT	3,514.50
50	GARAGE FUND	2,172.00
53	TECHNOLOGY REPLACEMENT	13,840.81
54	SELF INSURANCE TRUST	2,440.80
	GRAND TOTAL:	185,711.98

Retirees Medical Reimbursement

Date: May 3, 2021 Number of Transactions: 17 Total Batch: $9,223.95

Payroll 04/16/2021

--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	$16,407.79	$13,333.21	$0.00	$1,394.95	$1,679.63	$2,219.90	$2,740.59	$11,447.30
10-512 Finance	$10,940.81	$9,186.24	$0.00	$1,254.57	$500.00	$927.31	$1,539.93	$8,473.57
10-521 Police Administration	$22,223.20	$17,177.50	$0.00	$4,345.70	$700.00	$4,229.99	$3,405.82	$14,587.39
10-522 Police- Patrol	$62,721.94	$47,009.28	$6,933.43	$6,114.73	$2,664.50	$11,165.43	$10,649.37	$40,907.14
10-523 Police- Investigation	$14,022.43	$6,189.50	$2,217.31	$2,214.50	$3,401.12	$2,802.40	$2,316.76	$8,903.27
10-524 Police- Records	$5,622.89	$4,156.00	$0.00	$0.00	$1,466.89	$375.53	$726.29	$4,521.07
10-526 Police- Community Outreach	$2,198.22	$2,021.60	$151.62	$0.00	$25.00	$158.34	$364.86	$1,675.02
10-528 Police- Traffic	$2,848.23	$0.00	$0.00	$0.00	$2,848.23	$126.82	$164.11	$2,557.30
10-529 Police- Emergency Preparedness	$1,640.00	$0.00	$0.00	$0.00	$1,640.00	$0.00	$391.29	$1,248.71
10-531 Development Services- Administration	$10,957.50	$6,779.20	$582.30	$3,096.00	$500.00	$1,399.34	$2,222.51	$7,335.65
10-532 Development Services- Planning	$3,158.40	$3,158.40	$0.00	$0.00	$0.00	$548.60	$586.85	$2,022.95
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	$10,105.50	$8,785.60	$459.90	$0.00	$860.00	$1,818.72	$1,060.02	$7,226.76
10-543 Development Services- Park Maintenance	$3,216.60	$2,464.80	$0.00	$0.00	$751.80	$562.68	$273.20	$2,380.72
10-544 Development Services- Facility Maintenance	$3,383.08	$1,591.20	$0.00	$530.40	$1,261.48	$315.38	$269.61	$2,798.09
10-551 Recreation Administration	$12,898.80	$9,589.16	$0.00	$2,459.64	$850.00	$2,513.89	$1,644.38	$8,740.53
10-556 Recreation- Sports	$17,576.17	$60.00	$0.00	$165.00	$17,351.17	$659.12	$1,258.88	$15,658.17
TOTALS	**$202,454.84**	**$132,424.89**	**$10,344.56**	**$21,575.49**	**$38,109.90**	**$29,941.08**	**$29,765.57**	**$142,748.19**

REGULAR INPUT: 88 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 87

BENEFITS & WITHHOLDINGS

			Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	$25,427.56	$22,596.14	$2,831.42
State Taxes	Employee	$7,169.43		
ICMA	Employee	$2,113.45		
LosAl Police Reserves	Employee	$30.00		
PD Association	Employee	$1,436.75		
LosAl Employees Assoc	Employee	$340.00		
Nationwide - Full Time	Employee	$1,889.32		
Nationwide - PT	Employee/ Employer	$2,010.46	$1,005.23	$1,005.23
PERS Deferred Comp	Employee	$1,305.98		
PERS	Employee/ Employer	$39,190.83	$14,726.68	$24,464.15
AFLAC	Employee	$163.26		
PERS Medical	Employee/ Employer	$59,810.82		
Delta Dental PPO	Employer	$4,152.17		
Delta Dental HMO	Employer	$336.43		
VSP Vision	Employer	$869.82		
Standard Self Admin	Employee/ Employer	$489.48		
Standard Life Optional	Employee	$1,591.71		
TOTALS		**$148,327.47**	**$38,328.05**	**$28,300.80**

DEDUCTION GRAND TOTALS

----------EARNINGS----------			----------DEDUCTIONS----------				----------TAXES----------			
DESC	**HRS**	**AMOUNT**	**CD**	**ABBV**	**EMPLOYEE**	**EMPLOYER**	**DESC**	**TAXABLE**	**EMPLOYEE**	**EMPLOYER**
REG	3,400.34	$132,192.49	125	I-125	$628.87		FED W/H	$175,027.00	$19,764.72	
PTRG	1,461.67	$27,647.73	129	I-129	$480.78		ST WH CA	$175,027.00	$7,169.43	
PHEO	60.17	$2,105.95	AFP	AFLPT	$65.89		MEDI	$195,269.77	$2,831.42	$2,831.42
OT	28.00	$1,193.82	CMP	CLOAN	$123.82					
OTS	124.14	$8,606.53	DCI	DCICM	$1,965.00					
CTOT	4.00	$392.85	DCN	DCNW	$1,889.32					
STBY	2.00	$151.36	DCP	DCPRS	$1,225.76					
CAR	0.00	$950.00	DD1	DPPO1		$286.55				
MEDR	0.00	$4,200.00	DD2	DPPO2		$222.65				
SPAS	0.00	$420.16	DD3	DPPO3		$601.11				
SPSK	0.00	$328.90	DD4	DDMO1		$8.11				
OCWD	0.00	$250.00	DD6	DDMO3		$108.15				
OCWE	0.00	$160.00	DIS	DISAF	$15.74					
UNIF	0.00	$100.00	DLI	DCLIC	$148.45					
UNI2	0.00	$125.00	DLP	DCLPE	$80.22					
ADML	49.00	$2,983.14	LAR	LARAD	$30.00					
COMP	3.33	$134.77	LEA	LAEAD	$340.00					
EAU	48.00	$2,171.46	LIF	LIFE	$246.66					
EAA	36.00	$-	LTD	A LTD	$91.60					
COMA	50.25	$-	MED	MDINS	$5,440.31	$17,568.53				
FLHO	40.00	$1,746.40	PBB	PRSBB	$481.97					
SICK	68.00	$1,880.87	PC2	PRC2R	$14.28					
VAC	242.33	$12,658.85	PN1	PEPME	$1,939.13					
EMSL	14.00	$232.40	PN2	PEPMR		$2,206.95				
POST5	0.00	$200.00	PN3	PEPSE	$4,294.99					
POST7	0.00	$1,622.16	PN4	PEPSR		$4,309.53				
			POS	POAS	$1,436.75					
			PR0	PRM8	$1,881.52					
			PR2	PRSMR		$6,172.19				
			PR4	PRSSR		$11,775.48				
			PR5	PRSB4	$1,844.68					
			PR6	PRSAF	$1,976.02					
			PR7	PRMB4	$921.79					
			PR8	PRMAF	$675.46					
			PR9	PRSCC	$655.92					
			RTP	RT-PT	$1,005.23	$1,005.23				
			SUR	SURVI	$40.92					
			VS1	VISI1		$79.80				
			VS2	VISI2		$38.15				
			VS3	VISI3		$123.48				
Totals	**5,631.23**	**$ 202,454.84**			**$29,941.08**	**$44,505.91**			**$ 29,765.57**	**$2,831.42**

Payroll 04/30/2021

--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	$55.35	$13.40	$854.45
10-511 City Manager/ City Clerk	$15,763.19	$14,627.70	$0.00	$100.46	$1,035.03	$1,822.25	$2,386.71	$11,554.23
10-512 Finance	$10,440.80	$9,909.00	$0.00	$0.00	$531.80	$758.32	$1,438.89	$8,243.59
10-521 Police Administration	$24,507.20	$20,976.60	$0.00	$3,530.60	$0.00	$3,269.52	$4,334.31	$16,903.37
10-522 Police- Patrol	$64,712.54	$50,271.76	$10,033.24	$2,793.04	$1,614.50	$9,516.59	$9,612.68	$45,583.27
10-523 Police- Investigation	$12,078.85	$8,357.15	$477.43	$46.85	$3,197.42	$2,014.38	$1,954.75	$8,109.72
10-524 Police- Records	$5,622.89	$4,156.00	$0.00	$0.00	$1,466.89	$335.53	$726.29	$4,561.07
10-526 Police- Community Outreach	$2,046.60	$1,010.80	$0.00	$1,010.80	$25.00	$137.39	$317.11	$1,592.10
10-528 Police- Traffic	$2,785.79	$0.00	$0.00	$0.00	$2,785.79	$124.46	$172.62	$2,488.71
10-529 Police- Emergency Preparedness	$2,400.00	$0.00	$0.00	$0.00	$2,400.00	$0.00	$622.26	$1,777.74
10-531 Development Services- Administration	$9,957.34	$9,820.44	$82.14	$54.76	$0.00	$958.87	$2,017.26	$6,981.21
10-532 Development Services- Planning	$3,158.40	$2,763.60	$0.00	$394.80	$0.00	$528.60	$586.85	$2,042.95
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	$8,885.60	$8,526.90	$0.00	$258.70	$100.00	$1,437.21	$884.58	$6,563.81
10-543 Development Services- Park Maintenance	$3,216.60	$2,156.70	$0.00	$308.10	$751.80	$297.35	$316.99	$2,602.26
10-544 Development Services- Facility Maintenance	$3,793.08	$2,121.60	$0.00	$0.00	$1,671.48	$274.01	$392.95	$3,126.12
10-551 Recreation Administration	$12,048.80	$11,731.60	$0.00	$317.20	$0.00	$1,586.31	$1,551.89	$8,910.60
10-556 Recreation- Sports	$18,636.45	$28.00	$0.00	$0.00	$18,608.45	$698.89	$1,517.53	$16,420.03
TOTALS	**$202,587.41**	**$147,381.05**	**$10,592.81**	**$8,815.31**	**$35,798.24**	**$23,875.41**	**$28,984.77**	**$149,727.23**

REGULAR INPUT: 87 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 86

BENEFITS & WITHHOLDINGS

			Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	$25,061.58	$22,147.01	$2,914.57
State Taxes	Employee	$6,837.76		
ICMA	Employee	$2,113.45		
LosAl Police Reserves	Employee	$30.00		
PD Association	Employee	$1,436.75		
LosAl Employees Assoc	Employee	$0.00		
Nationwide - Full Time	Employee	$1,889.32		
Nationwide - PT	Employee/ Employer	$2,126.92	$1,063.46	$1,063.46
PERS Deferred Comp	Employee	$1,305.98		
PERS	Employee/ Employer	$39,171.48	$14,721.35	$24,450.13
AFLAC	Employee			
PERS Medical	Employee/ Employer			
Delta Dental PPO	Employer			
Delta Dental HMO	Employer			
VSP Vision	Employer			
Standard Self Admin	Employee/ Employer			
Standard Life Optional	Employee			
TOTALS		**$79,973.24**	**$37,931.82**	**$28,428.16**

DEDUCTION GRAND TOTALS

----------EARNINGS----------			----------DEDUCTIONS----------				----------TAXES----------			
DESC	**HRS**	**AMOUNT**	**CD**	**ABBV**	**EMPLOYEE**	**EMPLOYER**	**DESC**	**TAXABLE**	**EMPLOYEE**	**EMPLOYER**
REG	3,668.67	$147,180.65	125	I-125	$628.87		FED W/H	$180,546.98	$19,232.44	
PTRG	1,588.42	$30,205.22	129	I-129	$480.78		ST WH CA	$180,546.98	$6,837.76	
PHEO	53.00	$1,855.00	AFP	AFLPT	$65.89		MEDI	$201,000.15	$2,914.57	$2,914.57
OT	2.00	$82.14	CMP	CLOAN	$123.82					
OTS	132.97	$10,355.71	DCI	DCICM	$1,965.00					
CTOT	2.00	$154.96	DCN	DCNW	$1,889.32					
SPAS	0.00	$420.16	DCP	DCPRS	$1,225.76					
SPSK	0.00	$328.90	DIS	DISAF	$15.74					
OCWD	0.00	$250.00	DLI	DCLIC	$148.45					
OCWE	0.00	$160.00	DLP	DCLPE	$80.22					
UNIF	0.00	$100.00	LAR	LARAD	$30.00					
UNI2	0.00	$125.00	PBB	PRSBB	$481.97					
EAU	42.00	$2,051.22	PC2	PRC2R	$14.28					
EAA	42.00	$-	PN1	PEPME	$1,939.13					
COMA	25.75	$-	PN2	PEPMR		$2,206.95				
FLHO	22.00	$1,184.22	PN3	PEPSE	$4,294.99					
SICK	55.00	$1,471.57	PN4	PEPSR		$4,309.53				
VAC	32.33	$1,124.30	POS	POAS	$1,436.75					
EMSL	12.00	$200.40	PR0	PRM8	$1,881.52					
POST5	0.00	$200.00	PR2	PRSMR		$6,172.19				
POST7	0.00	$1,622.16	PR4	PRSSR		$11,761.46				
POVA	40.00	$2,984.00	PR5	PRSB4	$1,844.68					
BERV	20.00	$531.80	PR6	PRSAF	$1,970.69					
			PR7	PRMB4	$921.79					
			PR8	PRMAF	$675.46					
			PR9	PRSCC	$655.92					
			RTP	RT-PT	$1,063.46	$1,063.46				
			SUR	SURVI	$40.92					
Totals	**5,738.14**	**$ 202,587.41**			**$23,875.41**	**$25,513.59**			**$ 28,984.77**	**$2,914.57**

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – April 19, 2021

1. CALL TO ORDER

The City Council met in Regular Session at 6:07 p.m., Monday, April 19, 2021 in the Community Center, 10911 Oak St., Los Alamitos, CA, Mayor Chirco presiding.

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
Wayne Byerley, Police Captain
Michael Daudt, City Attorney
Chris Kelley, City Engineer
Craig Koehler, Interim Finance Director
Emeline Noda, Acting Rec. and Community Srvc. 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
Megan Shimada, Recreation Manager
Chelsi Wilson, Executive Asst. to the City Manager/Benefits Cord.

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hasselbrink led the Pledge of Allegiance.

4. INVOCATION

Council Member Doby will gave the Invocation.

5. PRESENTATION

A. Presentation by SGT Jose Ramos Discussing CA Job Challenge

SGT Ramos gave a PowerPoint presentation and answered questions from the City Council regarding the program.

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 Doby reported attendance at a Veteran's Recognition event, Spring Carnival and Weekend of Art. She stated the Community Center renovation looked beautiful.

Council Member Nefulda reported attendance at the Weekend of Art.

Council Member Bates reported attendance at the virtual Pandemic City Hall, Planning Commission meeting, and the League of California Cities Solid Waste Organics roundtable.

Mayor Pro Tem Hasselbrink reported attendance at the Spring Carnival and Orange County Fire Authority Board of Directors meeting.

Mayor Chirco reported attendance at the Weekend of Art, virtual Pandemic City Hall, bi-weekly Mayor meetings, and gave a brief update on the COVID-19 and vaccine distribution. He adjourned the meeting in honor of former Council Member, Ken Parker.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons advised the Mixed Use Plan would be on the Planning Commission agenda for April 27, 2021.

Chief Nunez announced he would be retiring June 4, 2021, and spoke briefly.

Council Member Bates reported construction noise coming from the high school and requested staff look into the concern.

City Manager Simmons provided a brief overview on the status of American Recovery Act and advised the budget process was on schedule for a June adoption.

9. WARRANTS

Council Member Bates asked and received clarification on charges related to Night's Leadership Solutions and Willdan Engineering.

Motion/Second: Hasselbrink/Chirco
Unanimously Carried: The City Council ratified the Warrants for the period from March 5, 2021 to April 7, 2021, in the amount of $1,348,354.74.

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 referred to item 10D and asked if the bus schedule changes had been incorporated. City Manager Simmons advised Los Alamitos will not be impacted by those changes.

Council Member Bates referred to item 10E and asked if the blank spaces would be filled in. City Manager Simmons advised the final agreement would come back to Council for approval with all information filled in.

Council Member Bates referred to item 10G and asked about the connector pipe screen. City Engineer Kelley provided a brief overview. Council Member Bates pointed out this was another cost for State and Federal unfunded mandates.

Council Member Bates referred to item 10H and pointed out that 2022 should be changed to 2023.

Council Member Bates referred to item 10I and questioned the contingency. City Manager Simmons gave a brief project overview and stated new money would only be approved by him should the City feel additional community outreach was needed to reach enough people. Mayor Pro Tem Hasselbrink stated support for the School District being involved in the process.

Mayor Chirco referred to item 10B and asked for and received a brief overview. Mayor Chirco stated support for the updated websites residents had been asking for and supported the timing of the project.

Motion/Second: Bates/Doby
Unanimously Carried: The City Council approved the following Consent Calendar items:

A. Approval of Minutes (City Clerk)

Approved the City Council Special and Regular Minutes of March 15, 2021.

B. Award of Contract for Website Redesign (City Clerk/Recreation)

The purpose of this report is to seek approval for a Professional Services Agreement with CivicPlus for Website Redesign.

The City Council authorized the Mayor to execute the Professional Services Agreement with CivicPlus for Website Redesign.

C. Notice of Completion (NOC) for the Traffic Signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project (CIP No. 19/20-06) (Development Services)

In an effort to improve upon pedestrian safety in the Old Town West neighborhood, the City Council approved a request to install visually impaired notification devices for pedestrian crossing at the intersection of Los Alamitos Boulevard and Florista Street. As this installation is now complete, staff recommend City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

The City Council:

1. Accepted as complete the construction for the Traffic signal Modification to Install Accessible Pedestrian Signal (APS) for Visually Impaired Pedestrian Project (CIP No. 19/20-06) by Bear Electrical Solutions, 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, for $537.25, thirty-five (35) days after recordation of the Notice of Completion.

D. City of Los Alamitos Active Transportation Plan Adoption (Development Services)

This report sought City Council adoption of 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.

The City Council adopted Resolution No. 2021-04, entitled, "A RESOLUTION OF THE City Council OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AdoptiNG the City of Los Alamitos Active Transportation Plan dated February 26, 2021".

E. Approval of the Request for Proposals (RFP) 2021-05 and Authorization to Bid for Consulting Services for the Annual Preparation of the City's Program Effectiveness Assessment (PEA) Report (Development Services)

This report recommended actions to facilitate the solicitation of bids for

contractual services for the annual preparation of the City's Program Effectiveness Assessment (PEA) Report.

The City Council:

1. Approved the Request for Proposals (RFP) 2021-05 for consulting services for the annual preparation of the City's Program Effective Assessment (PEA) report; and,

2. Authorized Staff to advertise and solicit bid proposals.

F. Approval of the Request for Proposals (RFP) 2021-06 and Authorization to Bid for Citywide Traffic Signal Maintenance Services (Development Services)

This report recommended actions to facilitate the solicitation of bids for contractual services for Citywide Traffic Signal Maintenance Services.

The City Council:

1. Approved the Request for Proposals (RFP) 2021-06 for Citywide Traffic Signal Maintenance; and,

2. Authorized Staff to advertise and solicit bid proposals.

G. Environmental Cleanup, Tier 1 Grant Program (Development Services)

A resolution endorsing and authorizing Staff to file an application for the Environmental Cleanup, Tier 1 Grant Program. Use of the grant funds would be used to install Connector Pipe Screen (CPS) units for all catch basins located within the City of Los Alamitos.

The City Council adopted Resolution No. 2021-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) PROJECT".

H. Agreement for Fireworks Display at the Annual 4th of July Fireworks Spectacular (Recreation)

This report recommended that the City Council approve a Fireworks Display Agreement with Fireworks and Stage FX America, Inc., for the Annual 4th of July Fireworks Spectacular. The proposed agreement would have a minimum term of two years, providing for 4th of July fireworks displays in 2021-2022, with the option to extend for three additional displays in 2023, 2024 and 2025.

The City Council approved a Fireworks Display Agreement with Fireworks and Stage FX America Inc., for the 2021 and 2022 Annual 4th of July Fireworks Spectacular, with an option to extend exercisable by the City for up to three additional years, in the amount annual amount of $33,500.

I. Award of Consulting Services Agreement (PSA) for the 2020 LEAP Grants Program Housing Element Consultant (Development Services)
This report recommended award of a bid to begin work on the City of Los Alamitos' General Plan Housing Element by the planning firm Terra Nova Planning and Research, Inc.

The City Council:

1. Awarded the bid for 2020 LEAP Grants Program Housing Element Consultant in the amount not to exceed $65,000 for the period of the agreement; and,

2. Authorized the Mayor to execute the Consulting Services Agreement with Terra Nova Planning and Research, Inc.

11. PUBLIC HEARING

A. Fiscal Year 2021-22 Master Fee Schedule Update (Finance)
In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which update includes a 1.0% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

City Manager and Interim Finance Director Kohler gave an overview of the Master Fee Schedule Update.

City Council and Staff discussed going out to bid for future fee structure reviews; the concept of efficiency when establishing fees; and having fees appropriate to the cost of the project; having preapproved plans available in the future; and, reduced fees for replacement permits versus new permits.

Motion/Second: Hasselbrink/Nefulda
Unanimously Carried: The City Council:

1. Reviewed the Fiscal Year 2021-22 Master Fee Schedule Update, and;

2. Adopted Resolution No. 2021-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY

ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)".

12. DISCUSSION ITEM

A. Urgency Ordinance Establishing Limitations on Third-Party Food Delivery Fees (Development Services)

An urgency ordinance establishing limitations on third-party food delivery fees.

City Manager Simmons summarized the Staff report.

City Council and Staff discussed the following topics:

- State of California is currently in the process of enacting legislation to address third party delivery fees
- Support for assisting small businesses
- Mechanics of implementation and difficulty of enforcement
- Support for businesses coming up with a solution the City could provide assistance toward

Motion/Second: Chirco/Bates
Unanimously Carried: The City Council tabled the item to allow the State to take action and allow the private sector to come up with a solution.

13. ADJOURNMENT

The City Council adjourned at 7:20 p.m. in honor of Ken Parker.

Mark Chirco, Mayor

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10B**

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

Via: **Chet Simmons, City Manager**

Presented By: **Windmera Quintanar, MMC, City Clerk**

Subject: **Award of Professional Services Agreement (PSA) for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines**

SUMMARY

This report recommends award of a bid to begin work on the redistricting maps to National Demographics Corporation (NDC).

RECOMMENDATIONS

1. Award the bid for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines in the amount not to exceed $32,500 to National Demographics Corporation (NDC); and,

2. Authorize the Mayor to execute the Professional Services Agreement with National Demographics Corporation (NDC) in a form approved by the City Attorney.

BACKGROUND

On July 30, 2018, following five public hearings related to the creation of geographic voting districts and the drawing of district boundaries, the Los Alamitos City Council adopted Ordinance No. 2018-05 establishing a district-based election system inclusive of the Council's preferred district map and sequence of by-district elections.

In response to the resignation of City Councilmember Warren Kusumoto, and in order to advance the City's transition from at-large to by-district elections, Ordinance No. 2020-02 was adopted to provide for the election of three, rather than two, City Councilmembers by-district at the November 3, 2020 General Municipal election.

Districts 1, 2, and 3 were elected at the November 3, 2020 General Municipal election. Districts 4 and 5 will be up for election in November 2022.

AB 849 and AB 1276 effectively changed the timing requirements for local jurisdictions to redraw the district maps used for the election of Council Members. In anticipation of the release of the 2020 US Census data and the mandated requirement to reassess district boundary lines, Staff has solicited bids for the purposes of a demographer to prepare redistricting maps depicting electoral district lines.

DISCUSSION

On March 8, 2021, the City of Los Alamitos released a Request for Proposals (RFP 2021-01) for a Demographer to Prepare Redistricting Maps Depicting Electoral District Lines. Four firms responded before the deadline. One proposal was received after the deadline and was not evaluated.

The four bids received were reviewed by the City Clerk's Office. The criteria taken into consideration was demonstrated experience, detailed Scope of Work including mandated Redistricting website and available mapping tools, and proposed cost as outlined in RFP 2021-01. The cost comparisons below include the mandated elements for the project: attendance at four public hearings, public website, and public online mapping tools.

COMPANY NAME	BID AMOUNT
Bear Demographics & Research	$55,000
Cooperative Strategies *	$25,000
Flo Analytics	$35,125
National Demographics Corp. (NDC)	$32,500
Redistricting Partners**	$50,000

** Does not include website*
***Late submittal. Not evaluated. Included for cost comparison only.*

Based on the criteria noted in the RFP, Staff is recommending National Demographics Corporation (NDC). NDC assisted the City of Los Alamitos with its redistricting process in 2018 and has an exceptional reputation for assisting Southern California cities as they transition to district based Elections.

NDC's proposal provides a scaled cost allowing the City to tailor the services to our specific needs. Staff is recommending the basic project elements, (4) mandated in person public hearings, website managed by NDC, and online public mapping tools, for a total of $32,500. While online mapping tools are not required, Staff believes it provides a beneficial tool to our residents who would like to be involved in presenting district maps for consideration. Additionally, should the City's district lines still meet legal requirements with the 2020 Census data, a reduced fee of $3,000 will be offered.

The preliminary schedule is outlined below and subject to change based on the release of population data and state deadlines:

May – June 2021	Project planning and decisions on public mapping tools
June – September 2021	Mapping tools prepared with preliminary population data; initial pre-draft-map hearing held
October-January 2022	Census data received and proceed; draft maps prepared, considered, and revised
January – April 2022	Final plan revisions made and plan adopted and implemented

FISCAL IMPACT

Staff is recommending entering into a Professional Services Agreement with NDC in the amount of $32,500. The initial fee to enter into the PSA with NDC is $3,000. There is available funding of $21,100 in Election Expense Account, 10.511.5233. Additional fees for translations, notifications, and public hearings will be incurred and properly budgeted for in Fiscal Year 2021-22.

Submitted by: Windmera Quintanar, MMC, City Clerk
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments: *National Demographics Corporation Proposal for Demographic Services*

A Proposal to Los Alamitos for Demographic Services

By National Demographics Corporation
Douglas Johnson, President

April 28, 2021

Phone: (818) 254-1221
FAX (818) 254-1221
P.O. Box 5271
Glendale, CA 91221
info@NDCresearch.com
www.NDCresearch.com

National Demographics Corporation

April 28, 2021

Windmera Quintanar
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720

Dear Ms. Quintanar,

Thank you for the opportunity to provide this proposal to Los Alamitos. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, including the City's initial move to by-district elections and similar work for Lakewood, Bellflower, La Mirada, Buena Park, Fullerton, Placentia, Anaheim, Stanton, Westminster, Orange, Tustin, and over a dozen school districts in the area (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the City.

For each project, there are certain required basic elements, and there are several options that the City can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC also welcomes the opportunity to work with our clients to encourage public participation in this process, as we offer several tools developed specifically for public engagement in districting and redistricting.

The attached proposal consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

NDC is happy to execute the City's Standard Agreement with no exceptions.

Sincerely,

Douglas Johnson
President

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    Vice President Dr. Justin Levitt ... 33

1. Experience

Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. While most of NDC's work is in California and Arizona, the firm has performed projects in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois; Clark County (Nevada); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted more than 250 counties, school districts, cities, water districts, and other local jurisdictions.

Nationally recognized as a pioneer in good government districting and redistricting, NDC has unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding districting, redistricting, the California and Federal Voting Rights Act and related election system choices.

Sample/Reference Projects

Client Name: City of Los Alamitos
(I presume you are aware of the contact information and project details.)

Client Name: City of El Cajon
Project Description: Change from at-large to by-district elections
Project Dates: September 2016 – June 2017
Staff Assigned: Douglas Johnson & Justin Levitt
Client Project Manager: Graham Mitchell, City Manager, or Morgan Foley, City Attorney
Telephone Number: City Manager: (619) 441-1716, City Attorney: (619) 441-1798
Email: GMitchell@cityofelcajon.us, mfoley@mcdougallove.com

El Cajon is a fascinating community: the politically conservative City has embraced its new, large, and rapidly growing Middle Eastern (largely refugee) community. The Council directed staff and NDC to conduct an extensive series of community forums in English, Spanish and Arabic, and a significant number of maps were drawn by residents and considered by the Council. While ultimately the map preferred by the main organization of Middle Eastern residents was not adopted by Council, it was in the 'final two,' and even those residents disappointed with the ultimate map selection expressed appreciation to the Council for its outreach, engagement, and openness to the ideas, concerns and maps of residents. For many residents, especially in the refugee community, this was their first active participation in City affairs, and they universally expressed an interest in participating again in the 2021 post-census redistricting of the city.

Client Name: City of Menlo Park
Project Description: City Council Redistricting by Advisory Commission
Project Dates: October 2017 – March 2018
Staff Assigned: Douglas Johnson & Shalice Tilton
Client Project Manager: Clay Curtin, Public Engagement Manager
Telephone Number: 650-330-6615
Email: cjcurtin@menlopark.org

Even under the state's 90-day timeline for transitioning from at-large to by-district elections, Menlo Park appointed a commission of residents to come up with the district elections map. NDC quickly trained the commission, assisted the commission with talking points and materials for its community outreach efforts, and spent long hours meeting with the commissioners and coming up

with multiple map options that addressed their concerns, illustrated the key choices facing them, and ultimately led to commission consensus on the selected map and Council approval of the map.

Client Name: City of Santa Maria
Project Description: Change from at-large to by-district elections
Project Dates: February – May 2017
Staff Assigned: Douglas Johnson & Justin Levitt
Client Project Manager: City Manager Rick Haydon
Telephone Number: (805) 925-0951 ext. 2200
Email: rhaydon@cityofsantamaria.org

Despite a highly contentious debate over the decision to move from at-large to by-district elections (a large Latino group pushed for the change, even though the Mayor and two of the four Councilmembers were Latino), there was significant public participation in the districting process with 20 to 40 residents at every hearing, a number of resident-drawn maps considered, and ultimately decent consensus that the Council-adopted map was fair and reasonable. The process was particularly notable in the number of high school and college students who participated in the drawing of maps and testified at hearings.

Client Name: City of Pasadena
Project Description: Council Redistricting via Advisory Commission
Project Dates: April – October 2011
Staff Assigned: Douglas Johnson
Client Project Manager: City Clerk Mark Jomsky
Telephone Number: (626) 744-4124
Email: mjomsky@cityofpasadena.net

The City Council appointed an advisory commission that conducted extensive public engagement with many public hearings held at locations all around the City. There was extensive public participation, numerous draft maps from the community, and the commission's suggested map was adopted by the Council with minimal controversy.

Client Name: City of San Diego
Project Description: City Council Independent Redistricting Commission
Project Dates: May 2011 – October 2011
Staff Assigned: Douglas Johnson & Justin Levitt
Client Project Manager: Ms. Sharon Spivak, Ast. City Attorney
Telephone Number: (619) 236-6220
Email: sspivak@sandiego.gov

By the time NDC was hired, San Diego's independent redistricting commission was already mired in deep partisan controversy. With NDC's assistance we shifted the focus from partisan sniping to community engagement and fact-based debate over the (many!) draft maps drawn by residents. An extensive public hearing process and multiple rounds of resident-drawn draft maps eventually led to controversies over difficult choices between different city neighborhoods but understanding of the commission's decisions, a high level of agreement (though not unanimous) among the commissioners, and a general public perception that the final map was fair to all sides.

Client Name:	City of Modesto
Project Description:	2007 Charter Revision (creating independent redistricting commission), 2008 districting, and 2011 redistricting
Project Dates:	2006 – 2011
Staff Assigned:	Douglas Johnson
Client Project Manager:	Commission Chairman Judge Hugh Rose (ret.) and/or Charter Revision Commission Chairman George Petrulakis
Telephone Number:	Judge Rose: (209) 522-0719; Chairman Petrulakis: 209-522-0500
Email:	HHRose@hotmail.com, george@petrulakis.com

NDC assisted the City's Charter Revision Commission with writing what became the City Charter's independent redistricting language; guided its first independent commission through the drawing of the City's first by-district election map; and returned in 2011 for the City's first post-Census redistricting effort. All three elements of the project centered on independent commissions or independent committees. All three involved extensive education and training of the commission members by NDC. All three efforts involved extensive public outreach and engagement. Both the districting and redistricting involved numerous resident-drawn maps; hundreds of residents commenting on the maps; significant and contentious choices between the preferences of different neighborhoods; complicated voting rights act situations; and widespread acceptance and a lack of controversy over the ultimately adopted districting and redistricting maps (even among those who preferred other maps).

Additional References

All of NDC's former clients – without exception – can be contacted for references. The following is only a sample of references:

Mr. Graham Mitchell. City Manager. City of El Cajon. 200 Civic Center Way. El Cajon. CA 92020. (619) 441-1716. GMitchell@cityofelcajon.us.

Mr. Jason Stilwell. City Manager. City of Santa Maria. 110 E. Cook Street. Santa Maria. CA 93454-5190. (805) 925-0951 ext. 2200. jstilwell@cityofsantamaria.org.

Mr. Marcus Walton. Communications Director. West Contra Costa Unified. 1108 Bissell Ave., Room 211-215. Richmond, CA 94801. 510-205-3092. mwalton@wccusd.net.

Mr. Jonathan Vasquez. Superintendent. Los Nietos School District. 8324 S. Westman Ave., Whittier, CA 90606. (562) 692-0271 Ext. 3212 jonathan_vasquez@lnsd.net.

Ms. Jennifer Fitzgerald, Mayor, City of Fullerton. 303 W. Commonwealth Avenue. Fullerton, CA 92832. (714) 402-3106. jennifer@curtpringle.com.

Mr. James Atencio. Assistant City Attorney. City of Richmond. 450 Civic Center Plaza. Richmond, CA 94804. 510-620-6509. James_Atencio@ci.richmond.ca.us.

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

Mr. Darrell Talbert. City Manager. City of Corona. 400 S Vicentia Avenue. Corona. CA 92882-2187. 951.279.3670. Darrell.Talbert@ci.corona.ca.us.

Mr. David Silberman. Deputy County Counsel. San Mateo County. 400 County Center. 6th Floor. Redwood City. CA 94063. 650-363-4749 dsilberman@smcgov.org.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.

Personnel

As during the City's move to by-district elections, NDC Vice President Dr. Justin Levitt (who lives in Rossmore) will lead NDC's project team, assisted by NDC President Dr. Douglas Johnson.

The NDC Team

NDC's 40 years of service to local governments is grounded in our academic founding and decades of professional relationships with all forms of local governments. Each NDC team member has been extensively trained in the legal requirements, demographic details, and complicated personal and community interests involved in every districting and redistricting project. And every NDC team member has been briefed on the wide range of unusual and bizarre challenges NDC has encountered over our more than 250 successfully completed local government projects. Whatever question or situation arises, your NDC team can handle it.

NDC President Dr. Douglas Johnson leads all team training and closely monitors the progress of every client project. NDC President Dr. Johnson and Vice President Dr. Levitt are always available to all clients, and typically are personally involved whenever particularly unusual or complex situations arise. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader brings their personal expertise in demographics, city governance, school district governance and/or special district management to every project. And each team leader has particular expertise and focus in specific geographic areas. All team members resumes are available on www.ndcresearch.com/about-us/.

NDC Current Organization Chart

NDC President	Douglas Johnson, Ph.D.
NDC Vice President	Justin Levitt, Ph.D.
Senior Consultants	Shalice Tilton Robert McEntire, Ed.D. Jeff Tilton, Ed.D.
Consultants	Kristen Parks Daniel Phillips, Ph.D. Shannon Kelly Jeff Simonetti Todd Tatum Ivy Beller Sakansky Douglas Yoakam
Records Manager	Michele Lewis

Qualifications

NDC Testimonials

Here is a sampling of what people have to say about NDC:

"Our decision to work with National Demographics came out of our extraordinary city-wide success in 2015 with their work designing the original districts. I think anyone who participated in that process realized that the technical solutions they created opened access to literally dozens of people creating their own maps and it created a vibrant process."

Santa Barbara City Attorney Ariel Calonne

"Here's a great expert. . . . today you bring him in for what sounds like good information, very smart man up here."

United States Fourth District Court Judge James A Wynn, Covington v North Carolina, United States District Court for the Middle District of North Carolina, Case No. 1:15CV399

"I have worked on Congressional, Legislative, Los Angeles County and Los Angeles City redistricting maps on behalf of the Latino Caucus and grassroots Latino organizations for over 30 years. Douglas Johnson is one of the top redistricting experts in California, and he is who I would pick to draw a map for me anywhere in the state."

Alan Clayton, retired Executive Director of the Los Angeles County Chicano Employees Association

"The excel spreadsheet is a fantastic tool. Just plug in the letter by district and on the tab see a running total of population by assigned district. It's cool."

Modesto resident's comment, June 16, 2008

"One of the first, and in retrospect one of the best, decisions made by our commission was to hire Douglas Johnson and his colleagues at National Demographics Corporation as our primary consultants. I have never had the opportunity to work with a more highly qualified, hard-working, dedicated, professional and classy individual or group than Mr. Johnson and his associates at NDC."

Jim Huntwork, Arizona Independent Redistricting Commissioner (Republican)

"In addition to his technical expertise, Doug had a keen sense of how to help us navigate the complexities of the process. He understands redistricting better than any person I know. He has a unique ability to synthesize that which is very complicated and make it very understandable for the public. He frequently would present various options, without representing any position, clearly delineating differences and challenges of each option in a clear and succinct manner."

Josh Hall, Arizona Independent Redistricting Commissioner (Democrat)

"It was a great pleasure to work with Doug Johnson and NDC during the first Independent redistricting effort in Arizona. Doug and his staff were professional, efficient, responsive, and even-handed. They listened very carefully to the instructions given by the commission and performed each mapping task without bias of any kind. I would highly recommend NDC to any jurisdiction, or commission, wishing to have a successful redistricting process."

Steven W. Lynn, Chair, Arizona Independent Redistricting Commission (Independent)

"Thank you for all of your hard work, assistance, and patience with me during this year of CVRA conversion to by-area trustee elections. Your continual reassurance and support in dealing with all of the details was sincerely appreciated. We all have jobs to do, but when working with all of you I felt that you always went the extra mile to support our District with excellent customer service. The multiple revisions, extra conference calls, and follow up suggestions made a difference to Scott, Linda, and me. I personally enjoyed joking around with each of you while remaining professional in all presentations. It was a pleasure working with all of you. "

Jennifer Williams, Ed. D., Fullerton Joint Union High School District, Executive Director Administrative Services

"Thank you for taking time out of your busy schedule to participate in the City Official Roundtable I hosted on the 2020 U.S. Census at the Redondo Beach Performing Arts Center. I appreciate that you shared your expertise on the Census to the government officials who were present. It is critical that we work together to ensure that everyone is counted in the upcoming Census."

Ted W. Lieu, Member of Congress, California 33rd District.

Company Philosophy

Professionalism

NDC's personnel are nationally recognized as leaders in the districting field and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to meet the districting and redistricting needs of any jurisdiction, and its personnel have unmatched experience in the line-drawing side of this work, as well as in developing the databases used for these purposes. But more important are the firm's interpersonal skills and the team's understanding of the perspective of all parties in this process.

Partnership

In recognition of the vital role these groups play in informing and assisting their members, NDC is a sponsor of the California League of Cities, the California Special Districts Association, and we are currently finalizing our sponsorship of the California School Boards Association and the California Association of Counties.

For years, NDC has frequently appeared on panels organized by these organizations to share information with their members about the California Voting Rights Act, the Census, and the districting and redistricting rules and process.

NDC also assists the League of Cities and CSBA with negotiations and suggested language for legislation on districting/redistricting and the California Voting Rights Act.

Local Leadership and NDC's Non-Partisan Approach

NDC is an advisor and technical resource. The firm's role is to assist our clients in implementing our clients' goals and directions within the complicated demographic and legal constraints of the project. NDC shares its experience and expertise, but the final plan is selected by the jurisdiction's elected leaders, not NDC. The firm is sometimes criticized, usually by people from outside of the client jurisdiction, for not acting as an advocate or proselytizer for what these outsiders think is "right" for the client. But NDC team members are expert advisors, not proselytizers. NDC guides our clients through the process to a map that meets all legal requirements and the goals of our client – not the goals of outside critics. NDC welcomes the chance to assist each client through this process following the direction of the jurisdiction's elected leadership, key staff members, and the entire community.

A common question in many redistricting projects is whether there is any influence of any improper political bias on the process. NDC's four decades of success working for jurisdictions with all-Democratic leadership, jurisdictions with all-Republican leadership, and every possible combination in between, reflects our steadfast dedication to non-partisan service. At work, each of us puts our personal political feelings aside and focuses on implementing the policy goals and directions of our clients using NDC's non-partisan, professional and expert guidance regarding the requirements and options facing each client. We believe most of our clients would be hard-pressed to guess which NDC team members are registered as independents or with any political party, and we are proud to have satisfied customers and clients whose partisan leanings (even in their non-partisan local government offices) similarly cross the entire partisan spectrum.

Openness

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract considerable public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

Public Engagement

NDC pioneered the "transparent districting" approach that involves the public at every stage of the process and the company invented the "public participation kit" back in 1990. But NDC's most valuable service is the firm's experience transforming often contentious and passionate debates into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

NDC's approach has been widely praised in the media, and NDC has worked extensively with all types of press including radio, television, newspaper, and new media.

Project Software

NDC uses Caliper Corporation's Maptitude for Redistricting software for processing public map submissions and drawing NDC's draft maps and Board-directed revisions. Maptitude for Redistricting can open and use the standard "Shapefile" and "File Geodatabase" GIS data formats, and Maptitude for Redistricting can export all files to "Shapefile" and "File Geodatabase" formats.

NDC uses ESRI's ArcGIS Online to present those maps for Board, Staff and Public review in an easy-to-use, interactive format. NDC also uses ArcGIS Pro for some specialized Geographic Information System (GIS) analysis; for opening and reviewing data received from clients or from other jurisdictions; and when needed for final map post-adoption processing for delivery to the jurisdiction and to the County Registrar. Microsoft PowerPoint is also used for many presentations, though NDC is currently experimenting with a possible move to ESRI's "Story Maps" for some presentations.

NDC Approach to Public Engagement

The Three E's of Public Participation: Engage, Educate, and Empower

NDC's "Three E's" approach recognizes the complex and daunting nature of districting and redistricting projects, while emphasizing the importance of public participation in such projects.

Given the complexity of the issue, the public cannot be expected to jump in with constructive ideas and input without encouragement. So NDC's approach begins with the first "E": **Engage**. NDC works with our clients to get the word out about why the project matters – and how input from residents can be a decisive element of the project.

Once their interest is engaged, the second "E" is **Educate**. Most media coverage of this topic focuses on congressional gerrymandering, giving the entire field a tainted and hopeless feel. NDC works with our clients to explain how local districting and redistricting is based on neighborhoods and communities – not national politics. We educate the public on the data, requirements and goals of redistricting, and on the many options residents have to formulate and share their own maps or other constructive input.

The third "E" is **Empower**. For those projects where the level of public interest and engagement justify the expense, NDC offers an unmatched array of paper, Excel-based, and online mapping tools that residents can use to draw detailed, population-balanced maps for consideration by the jurisdiction.

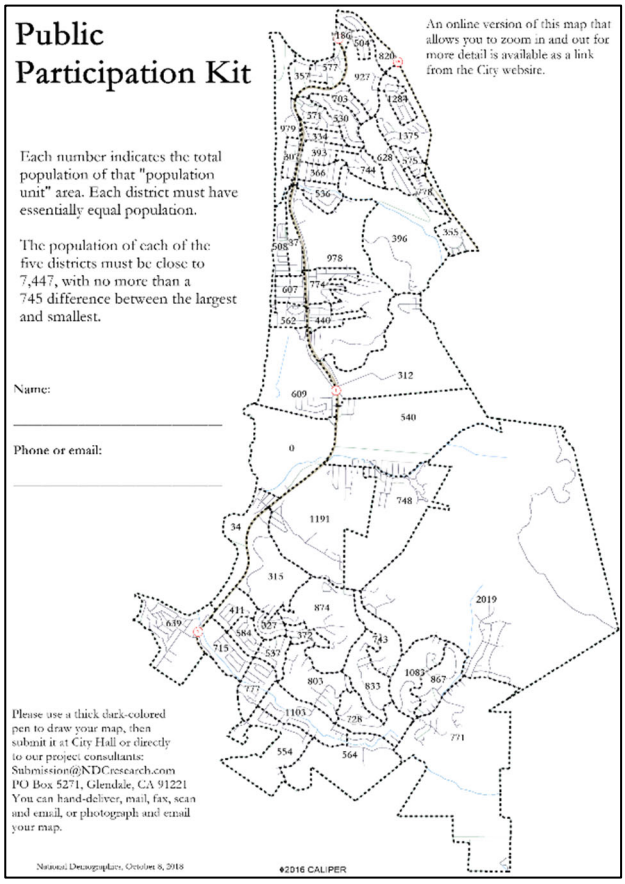
When included in a project, NDC has seen considerable public interest in these optional public participation tools. Often five, ten or even twenty or thirty draft maps are proposed by community residents. And NDC developed a highly refined and proven methodology for efficiently guiding our clients through selecting and refining a map, even when starting from 10, 20, 30 or more initial draft maps.

For those jurisdictions where the expense of the optional mapping tools is too high, NDC always welcomes any letters, comments, or hand-drawn maps that residents wish to submit during the districting or redistricting process.

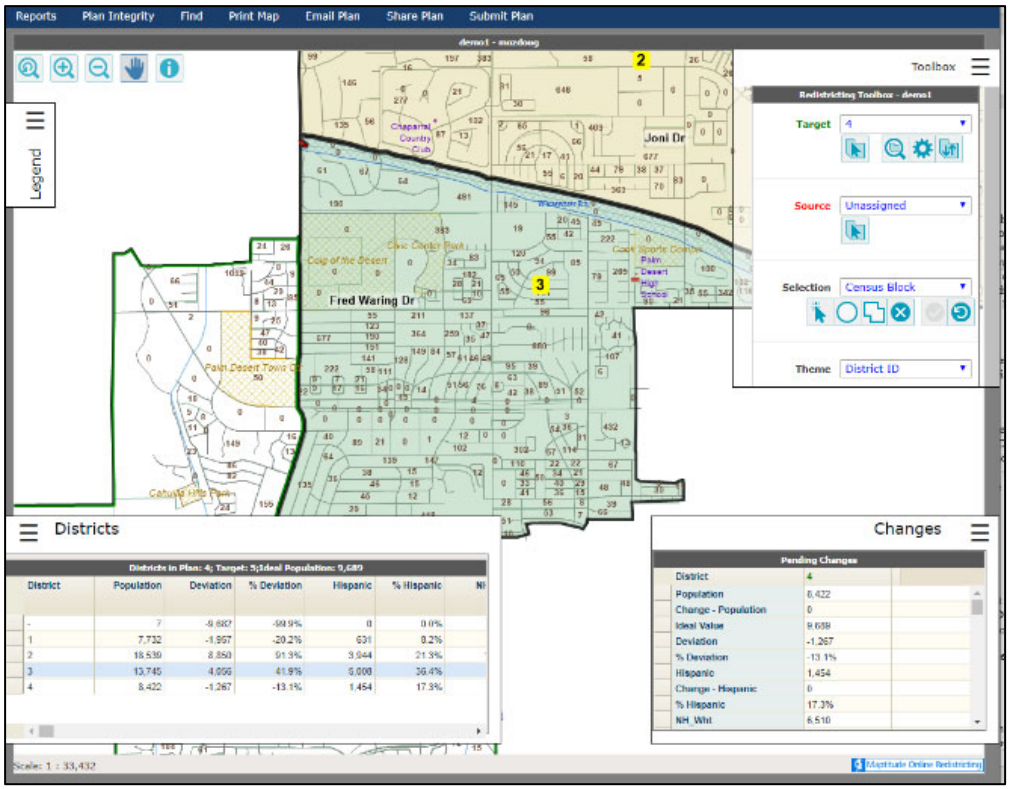
For every project, at no extra expense, NDC includes an online "interactive review map" that allows residents to analyze draft maps zooming in and out, searching for specific addresses, and by changing between street maps, satellite images, and other underlying base maps.

Samples of these tools are shown on the following pages, and additional details on each of them appears later in this proposal.

Sample Public Participation Mapping Tool

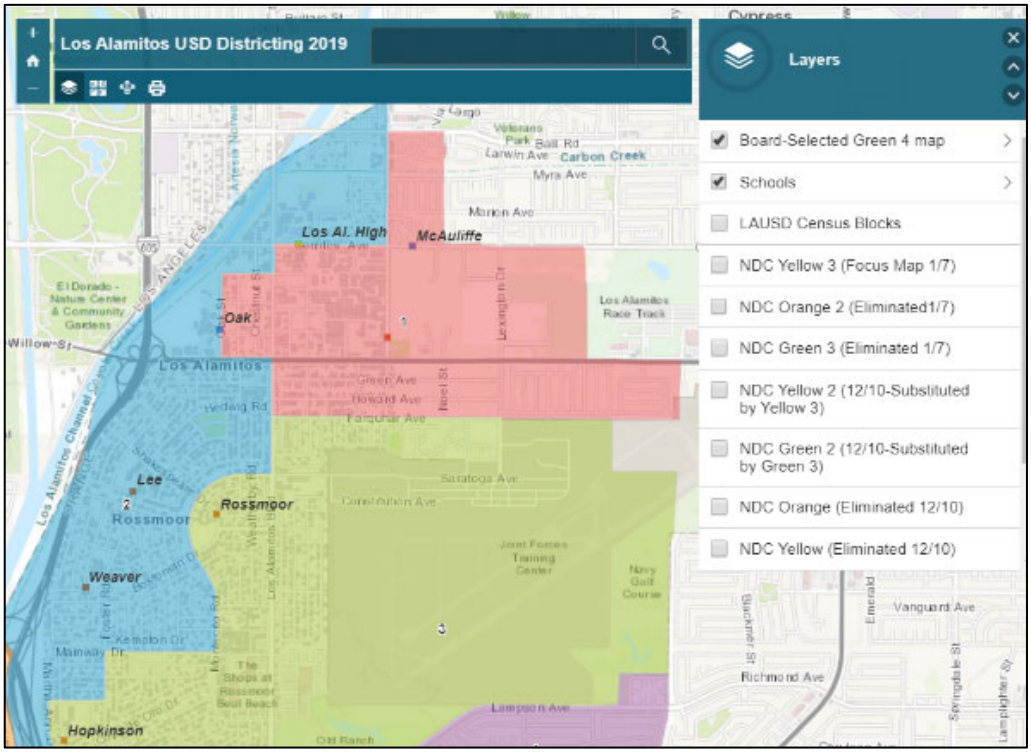


Sample Online Mapping Tool



Sample NDC "Interactive Review Map"

(used to view and evaluate, not to draw, maps)



Recognition of NDC's Expertise

Both national and local organizations have recognized NDC's unmatched experience and expertise in the Census, districting, and redistricting.

National Recognition

Nationally, the National Conference of State Legislatures hosted NDC as a panelist at five different forums held for state legislators and legislative staff from across the country. NDC President Douglas Johnson addressed these forums on the following topics:

1. *Citizen Voting Age Data from a line-drawer's viewpoint*
2. *Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)*
3. *The Key to Successful Redistricting*
4. *Communities of Interest In Redistricting: A Practical Guide*
5. *The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting*

In addition:

- The National League of Women Voters hosted NDC President Douglas Johnson at a 2006 conference on "Building a National Redistricting Reform Movement,"
- Texas Tech University hosted Dr. Johnson as a panelist at its "Symposium on Redistricting;"
- The Arizona League of Cities and Towns hosted Dr. Johnson as a panelist on "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011" and
- The Arizona Bar Association hosted Dr. Johnson as a panelist on "Communities of interest and technology in redistricting."

California League of Cities Recognition

The California League of Cities hosted NDC as panelists over a dozen times to date:

General Meeting panel: 2006 and 2015
Executive Forum panel: 2018 and 2020
City Clerk Department panel: 2014, 2017, 2018, twice in 2019, and 2020
City Manager Department panel: 2015 and 2019
City Attorney Department panel: 2018

Inland Empire Chapter presentation: 2016
South Bay Chapter presentation: 2020 and 2021

Recognition by Additional California Organizations

Other California organizations and conferences since 2011 recognizing NDC's expertise in this field include:

2020	California County Counsel Assoc.	2021 Redistricting - What Local Government Attorneys Need to Know
2020	"Voice of San Diego" Politifest	Redistricting--What it means for our community
2020	County Committee Secretaries Annual Summit	The California Voting Rights Act
2020	Rose Institute of State and Local Government	2021 Redistricting: New Rules for California Local Governments
2020	California Special Districts Association	California Voting Rights Act Challenge Factors
2020	Associated Cities of California – Orange County	2021 Redistricting: The Rules have Changed
2020	California Municipal Law Conference	Municipal Redistricting in 2021: New Rules of the Road
2019	California Association of School Business Officials	Transitioning to By-Trustee-Areas Elections
2019	USC City/County Fellowship Program	The Challenges of Municipal Election Districts
2019	California Special Districts Association	District Elections and the California Voting Rights Act
2018	California Special Districts Association	Converting From At-Large to By-District Elections Under the California Voting Rights Act
2018	Riverside County Bar Assoc.	Redistricting and the California Voting Rights Act
2018	California School Board Assoc.	Voter Districts: The Link Between Strong Community Engagement and a Successful Process

2017	California School Board Assoc.	15 Years with the California Voting Rights Act: Lessons Learned and Challenges Ahead
2017	UC's National Public Service Law Conference	Moderator, "Voting Rights 101"
2016	Los Angeles County School Business Officials	CVRA: What CBO's Need to Know
2016	Los Angeles County School Trustees Assoc.	The CVRA: What School Board Members Need to Know
2015	Associated Cities of California – Orange County	The California Voting Rights Act
2015	California School Board Assoc.	The California Voting Rights Act: What Board Members Must Know
2015	Los Angeles County School Boards Assoc.	CVRA & Districting: The Demographer's Perspective
2011	Channel Cities Club	Lunch Keynote: "California's next experiment: independent, public redistricting"

Advisor to Charter Review Commissions on Redistricting Provisions

NDC advised the following groups on the redistricting and voting rights provisions of their charter revisions and ordinances:

2016	City of El Cajon charter revision and public education outreach
2015/16	Castaic Lake Water Agency and Newhall County Water District merger
2015/16	City of Corona Charter Revision
2011/12	Pasadena Unified advisor to Charter Revision Commission creating a redistricting commission and moving District to by-district elections
2009/10	City of Menifee advisor to by-district-elections ordinance language committee
2006-08	City of Modesto advisor to Charter Revision Commission creating an independent redistricting commission and public education outreach
2003	City of Goleta ordinance writing and public education outreach

Expert Witness and Litigation Consultant

NDC President Douglas Johnson served as an expert witness in the following election and redistricting law cases:

2020	Chestnut v Merrill (Alabama)
2019	City of Redondo Beach vs State of California
2019	Ruiz-Lozito vs West Contra Costa Unified School District
2019	Common Cause v Lewis (North Carolina)
2018	Phillip Randolph Institute v Smith (Ohio)
2018	League et al. v. Johnson (Michigan)
2017	Luna v County of Kern
2018	Covington v State of North Carolina
2016	Garrett v City of Highland
2015	Jamarillo v City of Fullerton
2015	Harris vs Arizona Independent Redistricting Commission
2015	Solis v Santa Clarita Community College District
2015	Jauregui et al vs City of Palmdale
2014	Diego v City of Whittier

NDC Staff also served as litigation consultants for jurisdictions in the following California Voting Rights Act cases:

1. Anaheim
2. Carson
3. Compton
4. Escondido
5. Modesto
6. Poway
7. Santa Clarita
8. Whittier
9. Santa Clarita Community College District
10. Tulare Health Care District

Trusted Advisor to Local Government and Redistricting Reform Groups

NDC acted as an informal advisor to the California League of Cities and the California School Board Association during the debate over the AB849 "FAIR MAPS Act" in 2019.

NDC acted as an informal advisor to the California League of Cities during the debate over AB1276 (revising the FAIR MAPS Act provisions) in 2020.

NDC provided ideas, advice, maps and research to the 2008 Common Cause-led coalition that drafted and successfully advocated for Proposition 11, which created California's State-level Independent Redistricting Commission.

NDC President Douglas Johnson at Governor Schwarzenegger's press conference in support of redistricting reform.

(Left to right: Assembly Democratic Legislator John Laird, USC Senior Fellow Dan Schnur, Greenlining Institute representative (name unknown), AARP President Jeannine English, NDC President Douglas Johnson, Governor Arnold Schwarzenegger, League of Women Voters Senior Director Trudy Schafer, State Senate Republican Bill Leonard, League of Women Voters President Jacqueline Jacobberger, and three unidentified men).

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

This timeline is subject to change based on ongoing changes in the date when official population data will be available and possible changes in state deadlines.

May – June	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
June – September	Any mapping tools prepared with preliminary population data; initial pre-draft-map hearing(s) held.

October – January	Census data received and processed; draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
January – April	Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

May – June, 2021: Project Planning and Initial Outreach

a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.

b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.

c. Decide what public mapping tool(s) to provide, if any.

d. Decide whether to use a commission.

e. Create the project website: NDC will provide advice and text for the jurisdiction's website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.

f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.

g. Project outreach begins with initial alerts and 'invitations to participate' sent out to the general public, to overlapping jurisdictions, and to community organizations.

June – September, 2021: Initial Data Analysis and Initial Hearings / Forums

h. NDC prepares total population estimates for use in initial hearings and any public mapping tools.

i. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.

j. NDC matches the demographic database to the existing election areas.

k. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of "protected class" population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).

l. NDC report is circulated to the jurisdiction and into the project outreach messaging.

m. Hearings / Forums: NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics, and the population balance of the existing election areas and their compliance (or possible lack thereof) with state and federal requirements.

n. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.

o. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.

p. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.

q. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.

r. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

October – January, 2021: Draft Mapping Time

s. 2020 Census total population counts released and California Statewide Database completes "prison adjustments" of the data. Total population

counts in outreach materials and mapping tools are updated with the official Census data.

t. If the existing election areas are in compliance with state and federal rules and balanced, the jurisdiction decides whether to stop at this "Still Balanced" point or to continue with a standard redistricting.

u. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents with to submit.

v. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).

w. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.

x. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.

y. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.

z. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.

aa. Time provided for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

January – April, 2022: Map Adoption

bb. Any new or revised maps, related demographics, and summaries are posted on the project website.

cc. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.

dd. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.

ee. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.

ff. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.

gg. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such commissions often leads to more meetings (and a resulting increase in the "per meeting" project expenses) than a traditional redistricting process conducted primarily by the jurisdiction's elected leadership.

Outreach Assistance

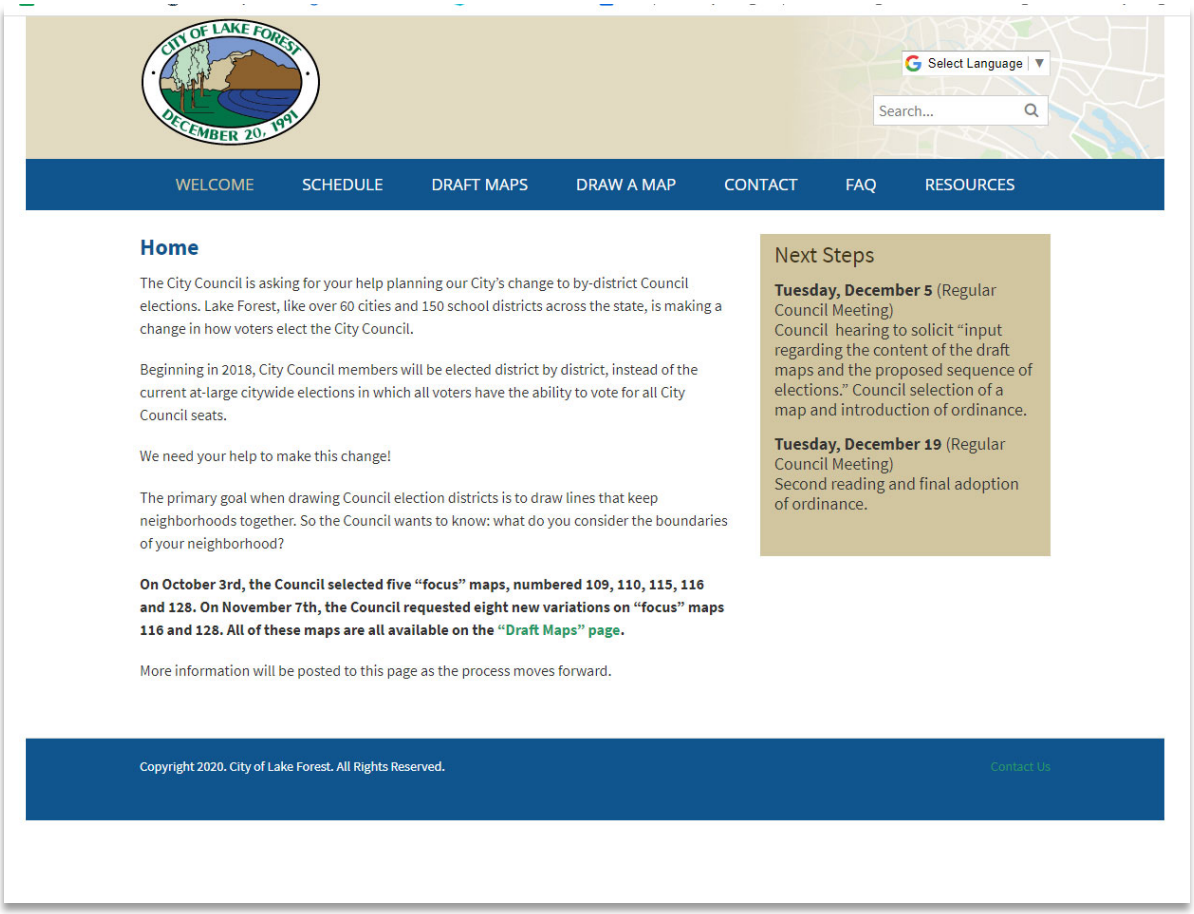
NDC brings topical expertise to your jurisdiction's outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction's in-house communications staff and/or with one or more outreach organizations. We often work with, and

highly recommend, Tripepi-Smith, and some information on the services they offer is included at the end of this proposal. And we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Many projects can be handled by a jurisdiction's in-house or regular outreach and communications teams (with samples and topic expertise provided by NDC), but a number of jurisdictions seek supplemental outside communications assistance.

Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction's website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction's project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).

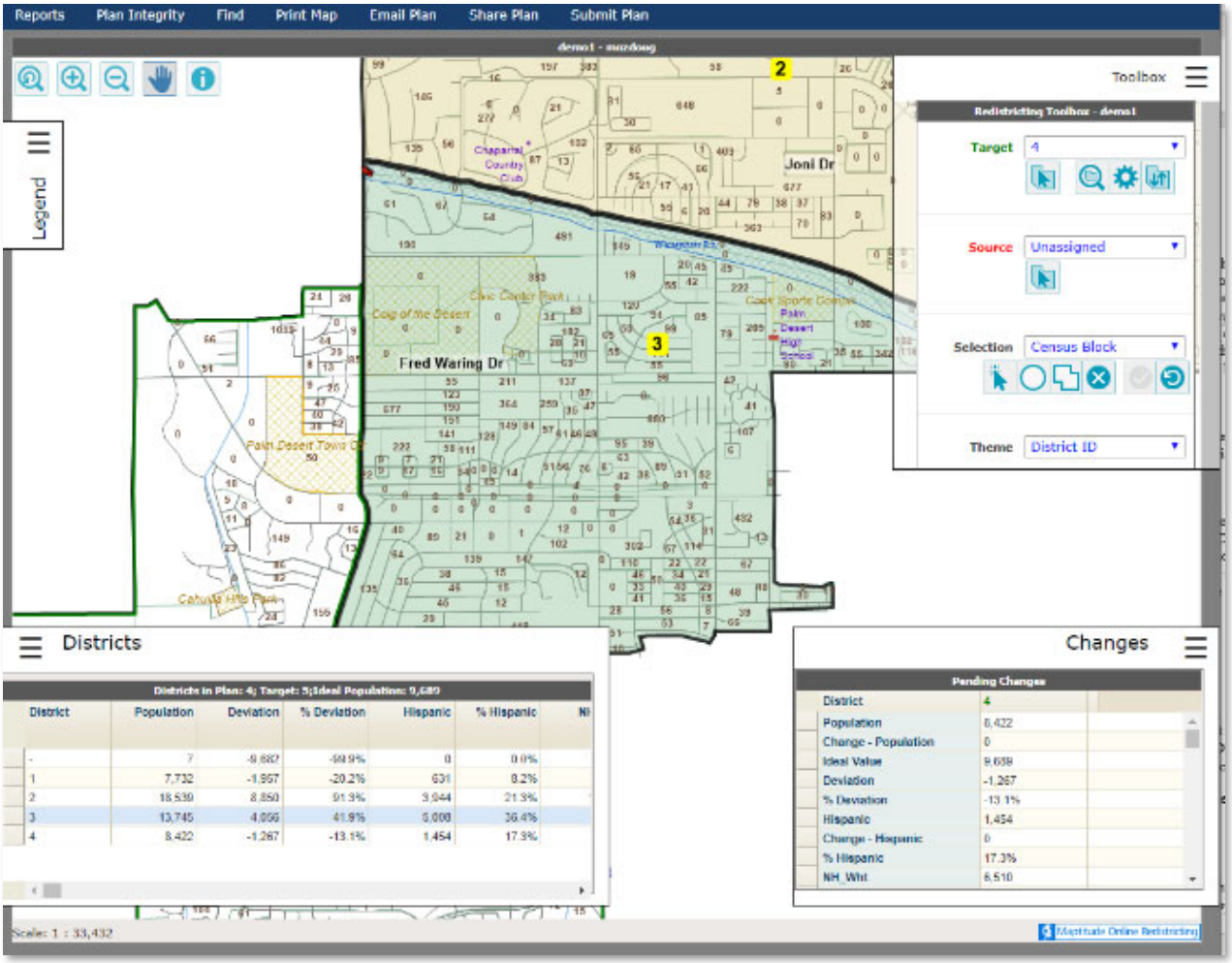


Background on Online Mapping Tool Options

NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

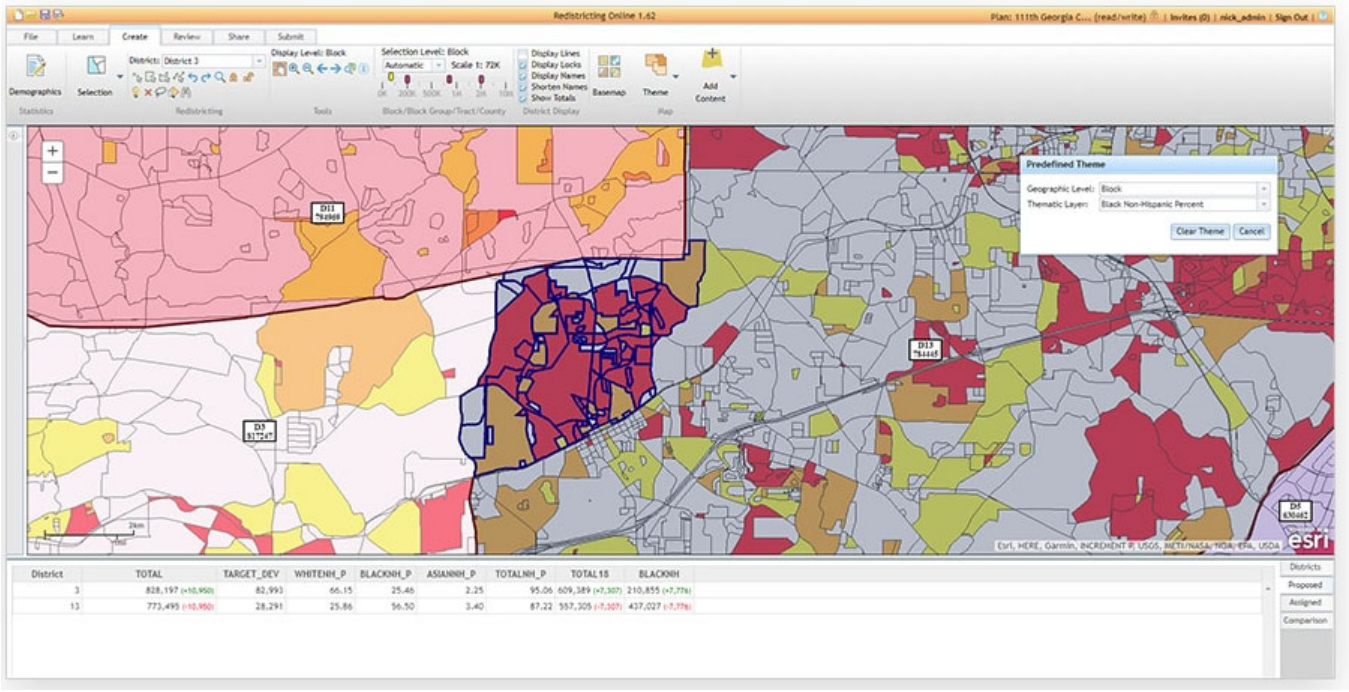
Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation's "Maptitude Online Redistricting" tool. Even with the technical challenges arising from such tools' power and flexibility, NDC's training and encouragement



frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.

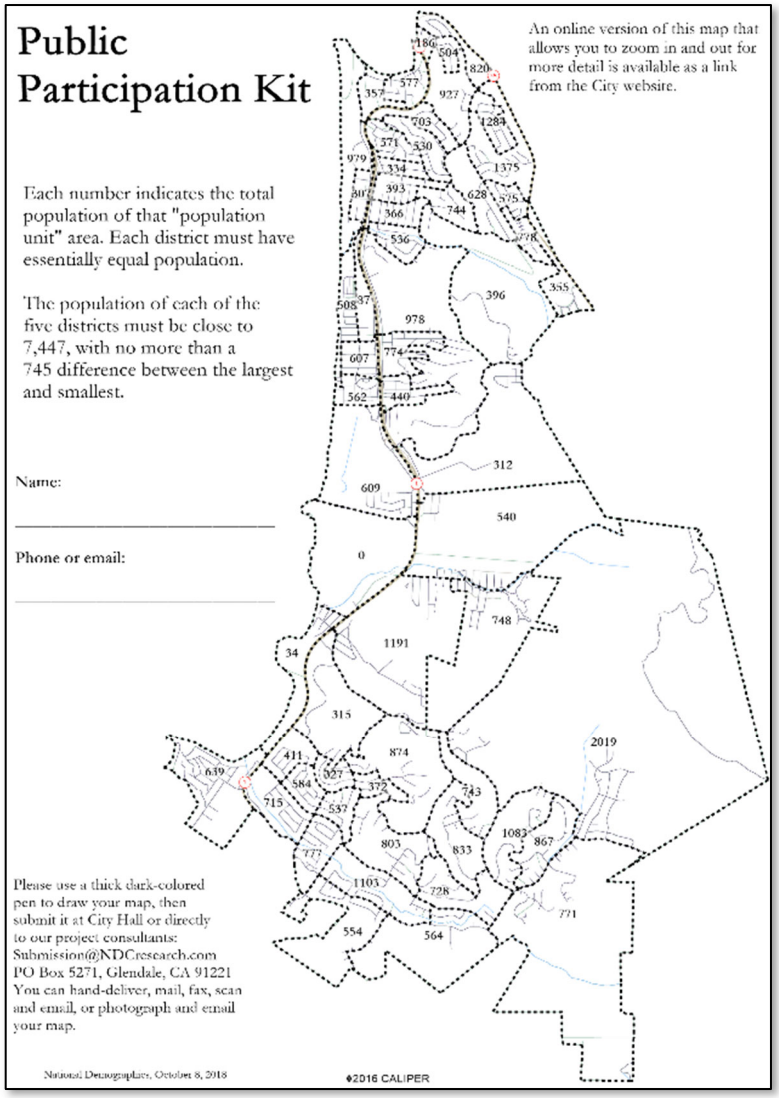
The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.

Paper- and Excel-based Public Mapping Tools

While online mapping tools are very popular, NDC never forgets those residents who do not have internet access or who simply prefer to not drawing maps online.



At no cost with every online mapping tool, and as a separate option for jurisdictions that for budget or other reasons do not include an online mapping tool, NDC offers our "Public Participation Kit." Each "Kit" includes two formats.

The first, and most simple, Kit is a one-page map showing streets, city borders, and population counts for NDC-created "Population Unit" geographic areas. Residents draw the map they wish to propose and add up the population counts by hand until they get the right population count in each district. All of the directions needed are right on the single-page form. Examples of these tools, from our work for the City of Lake Forest, are available here: https://drawlf.org/draw-a-map/.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same "Population Units," but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

Cost Section

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses): ..... $ 11,500

2. **Per-Meeting expense:**

- In-person attendance, per meeting ..... $ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... $ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and "communities of interest"; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. **Optional Project Elements:**

a) Project website ..... $ 3,500

b) Public mapping tool options:

- ESRI Redistricting ..... *
- Caliper-centered system including all elements below ..... $ 6,500
  - "Maptitude Online Redistricting" (MOR)
  - Tuft University's "DistrictR" (a simple neighborhood mapping tool)
  - Public Participation Kit paper- and Excel-based mapping tool

c) DistrictR without MOR or ESRI ..... $ 2,500

d) Public Participation Kit mapping tool without MOR or ESRI..... $ 2,500

e) Working with independent or advisory redistricting commission ..... no additional charge

f) Additional outreach assistance..... separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are $80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.

Other Potential Project-Related Expenses:

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the "Public Participation Kit." In NDC's experience, most participants will download and print the Kits in their own homes or offices.

Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson)..... $300 per hour
Vice President (Justin Levitt)..... $250 per hour
Senior Consultant..... $200 per hour
Consultant..... $150 per hour
Analyst / Clerical..... $50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at $350 per hour.

Requested Payment terms:

NDC requests that the "Still Balanced" project fee be paid at the start of the project; that the difference between the "Still Balanced" fee and half of the "Basic Project Elements" be paid once the decision to update the district lines is made; and the balance of the project costs be paid at the conclusion of the project.

Exception: "Still Balanced" Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California's new "Fair Maps" law. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision.

Includes all the services listed below:..... $ 3,000

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.

"Still Balanced" optional project elements and per-meeting expenses

Meeting attendance and optional project elements are not included in the "minimal change" project base fee. If requested, NDC team members participate in "minimal change" project hearings or forums at the same "per meeting" expenses, and optional project elements are provided at the same prices listed for a standard project in the previous section of this proposal.

Conclusion

Since its founding NDC has been the nation's preeminent company devoted to local election systems. To summarize:

- NDC has more experience in the field of municipal political election systems than any other company.
- NDC's experience and expertise has been recognized by our hundreds of clients, the California League of Cities, the California School Board Association, the California Special District Association, and the National Conference of State Legislatures.
- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- Neither the Justice Department nor any Court has ever rejected any of over 350 local government maps adopted through NDC-managed districting and redistricting projects.

NDC takes pride in tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal.

NDC looks forward to the opportunity to work with you on this project.

Proposal Acceptance

The terms of this proposal are available for 90 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you.

Thank you.

For National Demographics Corporation	For Los Alamitos
_____	_____
Douglas Johnson, President	
_____	_____
Date	Date

Appendix

Resumes of NDC President Dr. Douglas Johnson and
Vice President Dr. Justin Levitt are attached.

A client list and resumes of all NDC team members are
available at www.ndcresearch.com/about-us/.

Douglas Mark Johnson

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Glendale, CA 91221
djohnson@NDCresearch.com

mobile: (310) 200-2058
office: (909) 624-1442
fax: (818) 254-1221

Employment

President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Fellow, Rose Institute of State and Local Government, 2001 – present.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: "Independent Redistricting Commissions: Hopes and Lessons Learned."
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Christian Science Monitor "Let the public help draw voting districts," October 25, 2013.
New York Times, "The Case for Open Primaries," February 19, 2009.
Los Angeles Times Opinion Articles:
"A neighbor's help on redistricting" June 24, 2007.
"A Trojan horse primary for the GOP" February 25, 2007.
"Where a porn palace stood" (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: "The Poison Handshake" June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: "Californios For Fair Representation" and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: "The California Voting Rights Act: What Board Members Must Know." December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials' Reception and Dinner, "The California Voting Rights Act," January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: "Opportunity to Engage Residents: The California Voting Rights Act." January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: "Whose Line Is It Anyway: Making the transition from at-large to by-district elections." September 3, 2014.
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, "The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting."
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, "Communities of Interest In Redistricting: A Practical Guide."

Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

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Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: "The Impact of Geographic Patterns on Tradeoffs in Redistricting."
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. "The Social Origins of Adult Political Behavior." *American Politics Research*: 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. "The San Joaquin Valley." In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

"The Political Geography of Tradeoffs in Redistricting" Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

Getting What You Want: A Bargaining Approach to Fair Division in Redistricting. Paper presented at the "Challenging Urban Borders : the geopolitics of immigration and segregation" workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

"An Atlas of Public Health in Mexico" (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012

"Remoteness and the Territoriality of Public Health" (with Alberto Diaz Cayeros).
Paper presented at the American Political Science Association conference, Seattle, WA. 2011

"Initiatives as revealed preferences"
Paper presented at the American Political Science Association conference, Seattle, WA. 2011

"No Se Puede: Latino Political Incorporation in Phoenix.". Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009

Justin Mark Levitt

"Political Change in the Central Valley". Paper Presented at the Western Political Science Association conference, Las Vegas, NV.,2007

Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. "*How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.*"

Diaz-Cayeros, Alberto and Justin Levitt. ND. "*Remoteness and the Territoriality of Public Health.*"

Levitt, Justin. ND. "*Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.*"

Teaching Experience

California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013

Redistricting with Tripepi Smith

By-district elections are becoming increasingly common in local government agencies throughout California. The California Voting Rights Act, passed in 2001, was the impetus for much of this change. Today, more than 300 local government agencies have districts of some form, and the number continues to rise as local government agencies are compelled to settle lawsuits or avoid legal battles.

About Tripepi Smith and Our Redistricting Team

Tripepi Smith is a team of 23 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. Tripepi Smith offers a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (public policy versus graphic design versus videography versus writing versus social media, for example).

Tripepi Smith is experienced in helping local governments execute community education and outreach initiatives for district formation and redistricting processes. We have worked extensively with agencies on their district public forums, created districting information portals and organized a conference on local redistricting for nearly 200 local government practitioners.

The combined talent of our policy experts, in-house design team and videographers delivers professional communications that make our clients proud and better inform the public about this complex process. Tripepi Smith has the skills and experience to help local governments implement successful outreach strategies for district formation and redistricting outreach. The team's skills and certifications range from excellent written communication skills to Tableau for data analytics to Google Ads to event planning and project management.

Tripepi Smith Redistricting Services

California State law has identified outreach as a core component of the redistricting process. The Tripepi Smith team can provide jurisdictions with some or all of the following services:

Project Management
Tripepi Smith can facilitate all project calls for this engagement and create a living agenda to manage the efforts and timing between the demographer, legal counsel, City and Tripepi Smith from the beginning of the outreach process to the map adoption.

In-Person Meetings
If possible with COVID-19 limitations, Tripepi Smith can coordinate with City staff to identify venues and dates to host in-person workshops and meetings to seek public feedback on new district lines and provide information on map-drawing tools. Tripepi Smith can devise an agenda, facilitate discussions, document community feedback and promote positive engagement around the process. Additionally, Tripepi Smith can provide graphic design services to create bilingual PowerPoint decks for the presentations and flyers for attendees. We can coordinate simultaneous translation with local partners.

Tripepi Smith can also facilitate recording the meetings and provide videos, with any relevant slides interspersed and closed captions. These videos would likely fulfill the requirement to post a summary of the meeting.

Virtual Meetings
Tripepi Smith can also coordinate and facilitate virtual meetings and workshops to seek public feedback and educate residents on map-drawing tools. Tripepi Smith can also work with City staff to promote the meetings and to leverage our identified outreach and advertising work to promote meeting participation. Our videographers can process recordings of the meetings to fulfill posting requirements.

Press Release/News Article for Website
Tripepi Smith can draft press releases on the jurisdiction's redistricting efforts and manage media relations to promote each step in the redistricting process reaches local and broad-reaching media.

Creation and Updates to Bilingual Redistricting Website
Tripepi Smith can create and maintain a bilingual redistricting website or subpages in coordination with the demographer. The website/pages would include resources for the community, including all required information about meetings and draft maps.

Social Media Support
Tripepi Smith can create bilingual copy and graphics for social media posts about the redistricting process, as well as boost posts (paid advertising) on Facebook and Instagram to help spread the word about meetings and solicit public commentary.

Get in touch with Tripepi Smith President Ryder Todd Smith (626.536.2173 | Ryder@TripepiSmith.com) to start planning.

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10C**

To: **Mayor Mark Chirco & Members of the City Council**

Presented By: **Chelsi A. Wilson, Executive Assistant/Benefits Coordinator**

Subject: **Workers' Compensation Claims Administration**

SUMMARY

This report recommends approval of an agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program.

RECOMMENDATION

Authorize the Mayor to enter into a Professionals Services Agreement with Intercare Holdings Insurance Services, Inc. for third-party administration services for the City's self-insured workers' compensation program.

BACKGROUND

The City's workers' compensation program has been administered by Intercare Holdings through PRISM (formerly CSAC) since 2016. The City has reached the limit of extending the terms of the current agreement.

Therefore, the City issued a Request for Proposal ("RFP") seeking Third-Party Administration ("TPA") services to administer the City's Workers' Compensation Program. An RFP is evaluated differently than an Invitation to Bid. Public agencies that issue an Invitation to Bid have defined a specific scope of work for which they are requesting bid prices, making the decision based on price alone. In other words, the bidder with the lowest price, who has submitted a responsive bid (on time, signed, bid on all items, bid guaranty included if required, etc.) are customarily awarded the contract. With an RFP, price is part of the evaluation criteria that will determine which firm is awarded the contract, but the evaluation criteria also includes experience, qualifications, and approach to the work. The firm submitting the lowest price may not have the highest number of overall points and may not be the one awarded the contract. Conversely, in an RFP a firm submitting a high price may end up being awarded the contract based on receiving more points for the evaluation criteria for experience, qualifications, and approach.

DISCUSSION

On March 15, 2021 a Request for Proposal ("RFP") was issued for Third-Party Administration ("TPA") services to administer the City's Workers' Compensation Program. The City received proposals from Intercare Holdings and AdminSure.

Section 2.60.140 of the City's Municipal Code states that contracts for professional services "shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, qualifications, and suitability for the project in general. The city may consider the cost of personal, professional, or consulting services if…the city council…determines it to be a relevant factor under the circumstances."

All proposals were scored and evaluated based on the following criteria:

- Qualifications and Experience
- Project Approach and Service Capacity
- Proposed costs

NAME	ANNUAL FLAT ADMIN FEE	DATA CONVERSION FEE
AdminSure	$12,000 annual	$9,000
Intercare Holdings	$13,500 annual	none

Based on the comparisons of the proposals staff recommends that Intercare Holdings Insurance Services, Inc. be selected as the City's Third-Party Administrator to administer the City's Workers' Compensation Program. Intercare has served as the City's Third-Party Administrator since 2016 and has not increased their administrative fees, and therefore the firm has a proven track record with the City. The City will avoid a $9,000 data conversion fee with selecting Intercare and the administration fees are discounted the first year. Intercare also works with a wide range of public entities across the state, including the County of San Luis Obispo, and the City of Chula Vista. Intercare has extensive experience in workers' compensation claims administration..

FISCAL IMPACT

Sufficient funds in the amount of $13,500 have been included in the Proposed Fiscal Year 2021/22 Budget for Third-Party Claims Administration.

Submitted by: Chelsi A. Wilson, Executive Assistant/Benefits Coordinator
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
INERCARE HOLDINGS INSURANCE SERVICES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 1 day of July 2021 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and INTERCARE HOLDINGS INSURANCE SERCIVES, INC., a Delaware corporation, ("Firm"). City and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified firm to provide Third Party Workers' Compensation Claims Administration Services ("Project").

B. Firm has submitted to City a written proposal, dated March 29, 2021, to provide Third Party Workers' Compensation Claims Administration Services for the Project.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Third Party Workers' Compensation Claims Administration Services Proposal, dated March 29, 2021, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2rd) the Scope of Services.

1.2 Compliance with Law. All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Firm to perform the Project Services. Firm shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Firm shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 Non-Exclusive Agreement. Firm acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the Schedule of Compensation/Fees which is attached hereto as Exhibit "A" Page 20, not to exceed the annual funding amounts as identified in Exhibit "A" Page 20. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Firm is an essential condition of this Agreement.

3.2 Schedule of Performance. Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of three (3) years, ending on June 30, 2024, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Jon Lord. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm 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. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is

permitted by City to subcontract any part of this Agreement, Firm 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 subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services 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 Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents,

or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Firm shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

5.2.1.2 If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000.000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Firm agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Firm shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 Additional Insured. The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or

has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for payments of damages to persons or property.

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

5.9 Insurance for Subconsultants. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS

7.1 Records. Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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 Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City's consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 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.

8.4 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.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

8.6.1 Firm's failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Firm shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm's liability for completion of the Project Services as provided herein.

8.7 Attorneys' 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 attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm

will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – INTERCARE HOLDINGS INSURANCE.

To City:

Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

With copy to:

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

To Firm:

Agnes Hoeberling, President and CEO
Intercare Holdings Insurance Services, Inc.
620 West Oaks Blvd, Suite 100
Rocklin, CA 95765
ahoeberling@intercareins.com

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made

by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 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.

10.6 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.7 Third Party Beneficiary. Except as expressly provided 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.

10.8 Recitals. The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.9 Prevailing Wages. Firm 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"). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 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 NEXT PAGE]

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

"City"

City of Los Alamitos

By:_____
Mark A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Firm"

Intercare Holdings Insurance Services, Inc.

By:_____
Agnes Hoeberling
President and CEO

By:_____
Jodi Ellington
Chief Financial Officer

EXHIBIT "A"

FIRM'S PROPOSAL/ SCOPE OF SERVICES

DATED: March 29, 2021

City of Los Alamitos

Third-Party Workers' Compensation Claims Administration

Due Date: March 29, 2021

Original

Intercare Holdings Insurance Services, Inc.

Jon Lord, Chief Revenue Officer

P.O. Box 5915, Orange, CA 92563

Phone: (949) 463-8502

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Exhibits

Exhibit 1–Standard Reports

Exhibit 2 – Stewardship Report

Exhibit 3–Resumes

Intercare Holdings Insurance Services, Inc.
6020 West Oaks Blvd, Suite 100
Rocklin, CA 95765

I. Cover Letter

March 29, 2021

City of Los Alamitos
Chelsi Wilson
3191 Katella Ave.
Los Alamitos California 90720

Subject: City of Los Alamitos Third-Party Workers' Compensation Claims Administration

Dear Chelsi:

On behalf of Intercare Holdings Insurance Services, Inc., I would like to thank you for the opportunity to respond to the City of Los Alamitos' Request for Proposal. As the incumbent, we look forward to continuing to serve as the third party claims administrator for your Workers' Compensation Claims Administration program.

Founded in 1994, we are a California-based company with over 26 years of experience administering workers' compensation claims and with the expertise to effectively manage your program and reduce your overall costs. We are particularly well versed in handling claims for public entities, including a number of municipality programs. In fact, these types of claims comprise approximately 60% of our business. We work with a wide range of public entities in Southern and Central California, including the County of San Luis Obispo, the City of South Pasadena, and the City of Chula Vista.

Over the last 5 years as the City's third party administrator, the Intercare team has worked to understand and adapt to the nuances of your program and your organizational culture. We are proud to have developed a collaborative, productive relationship with the City and to have helped the City achieve significant savings on your workers' compensation program. To keep costs low, a key strategy we have employed, and will continue to employ on your program, is to perform the majority (55%) of utilization review at the adjuster level. We are also proud of our high closing rate of 117% in 2020. Please refer to Section II – Project Understanding for additional details regarding your program's performance.

At Intercare, we believe our people are our best assets. We believe that by treating our employees well, they will treat their clients well. Proof of the success of this approach can be seen in the long tenures of our claims administration staff (7.4 years on average) and our high client satisfaction (9.2 out of 10 clients would recommend Intercare). One of the biggest sources of disruption on a claim program can be unexpected adjuster turnover. With Intercare, the City will enjoy the benefits of experienced adjusters

Intercare Holdings Insurance Services, Inc.
6020 West Oaks Blvd, Suite 100
Rocklin, CA 95765

who will stay with your program, allowing them to really get to know your organization's culture and objectives. By minimizing the disruption caused by adjuster turnover, we ensure continuity in service for our clients and consistently superior outcomes.

In addition to our proven track record with public entities and the high caliber of our people, Intercare will offer the City the following value-added programs that are unique in the industry:

- **InterConnect Onsite Visits**– This program consists of onsite visits with injured workers who are not represented by legal counsel. It has reduced litigation by up to 19% for Intercare clients.
- **Transparent Pricing –** We believe that the total costs of our services should be clear, straight-forward and easy to evaluate. We take this approach to ensure the total costs of the program are understood and that there are no hidden fees or surprises down the road. We have provided explanations of our approach and methodology and invite you to review our cost proposal for further details. At the end of the day, we want our customers to feel comfortable with all aspects of our relationship.

Intercare has reviewed and understood all elements of the RFP and intends to perform all services listed therein. Furthermore, Intercare is willing to execute the City's Standard Professional Services Agreement, and the attached response will demonstrate Intercare's commitment and capabilities in Workers' Compensation Claims Administration.

Thank you again for the opportunity to be considered to respond to the Request for Proposal. The City of Los Alamitos is an important and significant client to Intercare and we are committed to the program's success.

I have the authority to bind Intercare and can be reached via email at **jlord@intercareins.com** or phone at (949) 463-8502.

Sincerely,

Jon Lord
Chief Revenue Officer
Telephone: (949) 463-8502
Email: jlord@intercareins.com

II. Project Understanding

This section of your Proposal should outline your understanding of the project. It should identify key issues to be addressed during the project and any insights or innovative ideas the proposer can provide in addressing those issues.

Intercare is proud to have served as the City's third party administrator since 2016 and looks forward to our continuing partnership. As the incumbent, Intercare has developed a deep knowledge of the City's organizational culture and requirements. We have used this knowledge and experience to help the City achieve its goals. Among our shared accomplishments with the City's program over the past 5 years, are the following:

Claims Handling

- 117% closing rate in 2020, with 83% of claims opened and closed in the same fiscal year
- Settled by joint Compromise and Release on two claims for $196,000. Based on life expectancy, exposure for future medical would normally be expected to reach $115,200.00 plus surgery for right shoulder. We were able to settle future medical for $45,000.

Bill Review

- Average turnaround time = 4.49 days
- Average Savings per bill = $584.15
- Average % of savings= 69.24%

Utilization Review

- Average number of URs completed at adjuster level: 55%
- Average savings on modifications: $1,873.02
- Average savings on denials: $4,799.52

Below we have outlined how we will continue to approach each requirement in the City's claims handling program.

1. Claim file set up

As a PRISM-approved TPA provider, Intercare is very familiar with the PRISM program guidelines. Intercare currently meets or exceeds PRISM claims handling guidelines and standards and will apply the PRISM guidelines to manage the City of Los Alamitos' claims. As required under this section of the Scope of Work, Intercare will set up claim files in the following manner:

A. Claim files are set up in our claims system within one business day of receipt from the City, and an electronic acknowledgment is sent back to the City and other key parties, including the State of California. To determine compensability, the Adjuster will conduct a three-point contact within one business day of receipt of any new claim to begin gathering the facts about the injury. The Adjuster will verify the claimant's description of the accident and the employer's report of injury to confirm the injury "arose out of employment" and occurred during the "course of employment" (AOE/COE). The Adjuster will also contact the Treating Physician to confirm the medical condition of the injured worker is consistent with the injury claimed. In addition to discussing the case with

the City, the Adjuster will also contact any available witnesses and notify the City of any inconsistencies regarding claims details. We will make a recommendation to the City and prepare a plan of action for further investigation. Prior to referring the case out to an investigator, we will obtain the City's approval.

B. Occasionally we receive a Doctor's First Report of Occupational Injury or Illness or Application for Adjudication of claim on a claim that was not reported by a client representative. In these situations, the City will be notified and requested to validate the claim before the claim is set up in the system.

C. Intercare's philosophy is to reserve for the ultimate probable cost of the claim based upon all available information. It is Intercare's policy to set initial reserves within 72 hours of receipt of a new claim. The adjuster will review and adjust reserves as necessary within 30 days of the opening date of the claim and conduct an ongoing review of reserves every 60 days or sooner if significant events occur that could change the potential, anticipated financial outcome of the claim.

D. Our Best Practices and quality assurance diary protocol requires adjusters to review all active indemnity and MO claims every 30 days and every 90 days for future medical claims.

E. In addition to the initial three-point contact with the injured worker, the Adjuster provides follow-up contact at a minimum of every two weeks to check on the injured worker's medical and work status for continued confirmation of eligibility for medical treatment and indemnity benefits. During the City's implementation process, referral criteria for early intervention on severe cases are identified, including the process for return-to-work coordination with the City's work comp coordinator.

F. Claim files, records, reports and supporting documentation related to the City's claims are the property of the City and are available for inspection at any time by authorized City representatives. Intercare will cooperate fully with all client regulatory and excess carrier audits and ensure that the claim files and program data is made available to the City and the City's auditors.

   Intercare will provide the City with access to our claims administration platform to report new claims via access to the online Form 5020, and to view claims data. Authorized City representatives will have password-protected access to our claims system to view real-time claims data, including plan of action, payment history, diary, notepad, correspondence, and reserves. In addition, authorized staff will be able to input notes and run ad-hoc reports as needed.

2. Customer service

In order to provide superior customer service, you have to identify the customer. Intercare believes that the customer is: the injured worker, the City's Risk Management staff, departments served, all vendor partners, and all service providers involved in the care and treatment of the injured worker.

Everyone involved in the outcome of the claim is entitled to be treated professionally and respectfully. Intercare has conducted customer service training and communication training in all of our offices.

Worker's compensation is a complex system and the creation of an adversarial relationship with any stakeholder in the program is a disservice to the City and your injured workers.

Intercare conducts a customer satisfaction survey annually. In our 2020 survey, Intercare achieved an overall satisfaction rate of 92%. In addition, of those surveyed, 92% would recommend Intercare to another entity.

A key component of our customer service efforts is our InterConnect Program. This program, which consists of onsite visits with injured workers, was developed with the injured worker in mind. It is designed to reinforce open communication with injured workers and build rapport to ensure your employees understand their benefits and how the workers' compensation system functions. While the City does not currently participate in our InterConnect Program, we would be happy to offer the City once again the opportunity to take advantage of the benefits of InterConnect, which include:

- Substantial loss cost reduction for Intercare clients, including reduced litigation rates and faster claims closure
- More satisfied injured workers, which reduces risk management's time in addressing injured worker issues.

3. Employer contact

Our approach to communication is simple. Communication should be clear, consistent, and respectful at all times. Listening in order to learn and understand is the most important part of communicating. Our communication with the City will always reflect a collaborative team approach. Our goal is to learn the City's culture and become fully engaged in the success of the program.

In addition to your assigned program team, the City has an assigned account manager within Intercare who will work closely with the team to support any service needs or concerns and address any contract issues.

Intercare's communication with the City, from the initial onset of the claim through closure, will be constant and proactive. We will follow up with the City on all new injuries/illness within two (2) business days. If Intercare receives notice of an injury/illness from sources other than the City, Intercare will notify the City and mail the injured employee a DWC-1 within 24 hours.

Certain events, such as when an injured worker is hospitalized, when a worker goes out on temporary disability or modified duty, or when the one-half of the City's self-insured retention is reached, will trigger outreach in addition to our normal, ongoing communications.

4. Employee contact

Within 24 hours of the assignment of the claim, the Adjuster will call the injured worker as part of the three-point contact, as well as the employer representative and the initial medical provider. The Adjuster will explain the workers' compensation process and benefits available to the injured worker, and ask if they have any questions. If we are unsuccessful in talking with the injured worker, the adjuster will send out a contact letter providing the contact information for the adjuster and requesting the injured worker contact the adjuster as soon as possible. If the employee is represented by legal counsel, all communication will go through their attorney.

Follow-up phone contact will be maintained every two weeks until the employee returns to work. At that point, phone contact will be maintained at least monthly until claim resolution.

Intercare will appropriately administer indemnity benefits by calculating appropriate benefit rates and payments including temporary disability, wage loss, permanent disability, life pension, Findings and Awards, and settlements. Work status and medical status is confirmed with the City prior to distribution of benefits, and all payments are released on a biweekly schedule as required by statute. The adjuster will issue appropriate notices in a timely fashion to explain initiation/delay, duration, and completion of benefits.

Injured Worker App

In addition to the methods of communication outlined above, Intercare is now pleased to be able to offer our clients' injured workers a new injured worker app as a means of staying up to date on their claims. Intercare's new injured worker app, iCARE, will allow each employee to review the status of his or her claim, download important forms and documents, access his or her Pharmacy Benefit Management (PBM) card, and contact his or her adjuster, among other capabilities. The iCARE app is available on the Apple App and Google Play stores.

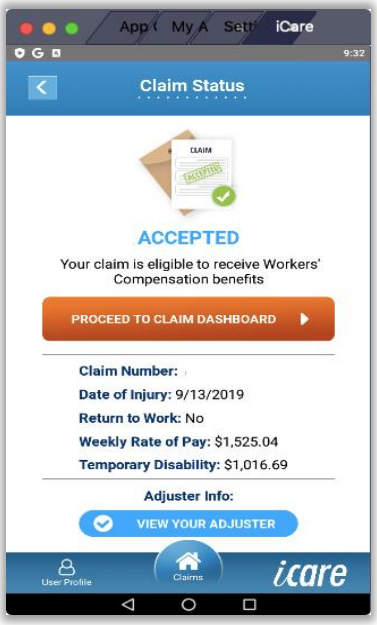


Figure 1: iCARE app

5. Compensability

Intercare will first obtain authority from the City to delay or deny a claim. When a claim is accepted, delayed or denied, the adjuster is required and expected to call the injured employee to explain the decision before the appropriate Division of Workers' Compensation (DWC) form is sent. We believe it is important to call injured workers first to explain what the notice says and walk them through their options and what they can expect from the process. We will also invite them for a meeting either in person or by phone once they receive the letter. A copy of the letter can be sent directly to the City, and an imaged copy of the letter can also be viewed in the claim system.

If a compensability decision cannot be made based on the preliminary investigation of the case, the adjuster will notify the City and determine if the claim should be delayed and appropriately referred for a field investigation. A delay notice will be issued to the injured worker and they will be contacted via telephone to discuss the reason for the delay and the need to gather additional information to ensure that the injured worker does not pursue litigation. Prior to delaying and conducting further investigation, the adjuster will obtain further approval from the City.

The compensability determination will be made in compliance with PRISM- EIA guidelines and/or within fourteen (14) calendar days of the receipt of the notification of the loss.

6. Investigations

Intercare's Claims Adjusters are responsible for performing the initial investigation of the claim during the three-point contact. During this process, if the adjuster feels that additional investigation is required and it is necessary to delay the claim and refer it for additional investigation, the adjuster will review the file with their Supervisor. If the Supervisor concurs with the recommendation, the adjuster will contact the City to obtain authorization for the investigation referral.

Intercare has a carefully screened panel of outside investigators that provide quality work at a negotiated rate. If the City has an investigative firm that they prefer, that firm will be utilized.

At all times, authorization for the referral will be obtained from the City before incurring any additional expense.

Additionally, Intercare is one of very few TPAs with an in-house Special Investigations Unit (SIU) that complies with the Department of Insurance Requirement for insurance carriers.

Intercare's SIU Manager, Bill Warner, conducts annual fraud training sessions for our claims staff and clients. Bill will be available to perform fraud detection training for the City's staff and supervisors to help them identify potential fraud issues when their employees report a claim.

Intercare's SIU has compiled red flag indicators to help Adjusters identify specific actions or deviations that point to a potentially fraudulent activity. Existence of a red flag does not affirmatively establish the presence or absence of fraud, but rather suggests a claim may deserve a closer look. By recognizing the catalysts and the red flags of fraud, Intercare Adjusters are more aware of an action or misrepresentation when it occurs, and can act upon it.

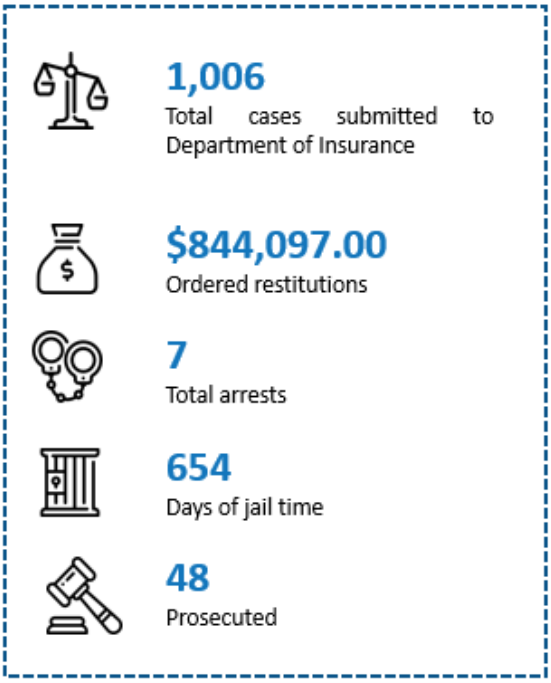


Figure 2: Our SIU uncovers fraud and gets restitution for our clients.

Intercare has several vendors and resources to conduct AOE/COE investigations, surveillance, activity checks, and subrogation site evaluations, as needed and approved by the City.

Upon confirmation of suspected fraud, the Adjuster will discuss the case with the Supervisor and the City regarding SIU referral. For accepted SIU referrals, Bill Warner, Intercare's SIU Manager, will determine the scope of further investigation and coordinate activities with the Adjuster/Supervisor. Bill will prepare and submit fraud cases to the Department of Insurance and local District Attorney.

7. Settlements

Intercare will obtain the City's authorization on all settlements. The adjuster will consider all financial exposures and potential issues that need to be closed prior to claim settlement, including Medicare Set-Asides, Future Medical Care, and rehabilitation benefits. The value of these exposures will be included in

the claim settlement. Intercare requires full documentation and analysis on all issues prior to all claim settlements. All information will be clearly documented in the claims notes, and will be included in all requests for settlement authority that exceed Intercare's authority threshold. The adjuster will request settlement authority from the City, and upon approval, will prepare and mail settlement documents to the injured worker. Follow-up settlement documents are sent out at strategic points in the year, such as tax season, the summer months, and the Thanksgiving/Christmas holiday season.

If the settlement exceeds the City's self-insured retention, Intercare will send the written settlement proposal to the excess carrier or designated representative to provide authority in addition to the City's authority.

8. Subrogation

As part of our value-added process and in accordance with our Best Practices, Intercare will always investigate other potential sources of liability in order to minimize your exposure. All new claims are first routed to a Claim Supervisor for review before they are assigned to the designated/dedicated adjuster. During their review, the Supervisor identifies any potential third party liability situations and provides recommendations to the Adjuster on how to handle the situation. Cases are assessed for potential subrogation during the initial investigation and throughout the life of the claim as additional information is obtained.

The Adjuster follows up on Supervisor recommendations and conducts an investigation. Inquiry is made of the employer, the employee, and witnesses to gather all the facts and determine if the pursuit of recovery is cost effective. Once subrogation is identified, Intercare will flag the claim and complete the Subrogation Tab in our claims system. The Claims Adjuster and Claims Supervisor will review the file throughout the life of the claim to determine if any new or previously undetected third party liability exists. This ongoing review is completed by the adjuster every 30 days on Indemnity files and every 90 days on Future Medical files. Intercare subscribes to the Index Bureau and all new claims are indexed upon receipt as part of the Adjuster's initial evaluation and investigation of the reported injury to determine AOE/COE, subrogation potential or fraudulent situations. Following that period, if a claim remains open, subsequent index requests are submitted every 6 months to monitor the file for other potential injuries and aggravations that may provide opportunities for subrogation or apportionment and for fraud alerts. A subrogation review diary is established and all the subrogation notices are generated directly from the system to which the City will have access.

Intercare's subrogation investigation process includes:

- Obtaining recorded statements from the employee, employer, witnesses or any other appropriate party
- Obtaining detailed information about the third party
- Securing any supporting records, reports, documents, receipts, manuals, logs, agreements or contracts, and scene photographs, if appropriate
- Obtaining and preserving physical evidence, if applicable
- Arranging independent testing/expert analysis, if needed
- Documenting file on investigation activities

- Conducting ongoing investigations of established claims
- Following up on all issues on routine claims diary until our position is firmly supported and well documented.

9. Litigated cases

If a claim becomes litigated, the Adjuster will work to resolve the litigated issues. If necessary, the adjuster will obtain approval from the City for referral to a defense attorney. Once an attorney is involved, the adjuster will maintain control of the litigation activities. This includes directing the attorney's activities, establishing a litigation budget, and developing a plan of action. The Adjuster is responsible for working with the attorney on determining the settlement value of the claim and obtaining appropriate settlement authorization from the City. Settlement recommendations will be made to the City upon receipt of a medical determination that the case is ready for resolution.

For accepted claims where the only issue to be resolved is the extent of permanent disability, the Adjuster should be able to handle the claim without referral to an attorney. Typically, our Adjusters handle the majority of litigated claims through disposition and will assign a defense attorney only in cases with complex issues and where a trial or deposition might be needed to resolve the case. Attorney involvement would be limited to task assignments, such as deposition if needed, to address apportionment and other straightforward issues.

Our Adjusters performs hands-on, aggressive litigation management. They retain control and ownership of their claims at all times. Intercare requires our Adjusters to be responsible for the management of litigation from inception to conclusion, which means they will work closely with the defense counsel during every stage of the litigated claim process. Litigation monitoring includes:

- Requesting reports from the defense attorney every 30 days
- Requesting a working budget on the first report from the defense attorney
- Reviewing all attorney bills for appropriateness before payment is made
- Tracking and maintaining a master calendar for each attorney to monitor Workers' Compensation Appeal Board (WCAB) appearances, depositions, and meetings.

If the notice of litigation is our first notification of the injury, then the Adjuster will determine if legal discovery (a deposition) is the only way to determine the underlying facts of the claim in order to determine compensability of the injury. Following that, a determination will be made if the file requires further attorney involvement. Other claims that may require legal referral are those claims where the employer may be involved in other litigation with the injured worker or claims where there are other personnel or grievance issues associated with the claim. Any claim involving a unique legal issue, or complicated underlying issues of apportionment may also require legal assistance. These claims will be reviewed with the City and authorization will be obtained prior to any legal referral.

The Adjuster will work closely with the designated defense attorney, and will be responsible for tasks that can be completed at the Adjuster level to maintain cost containment, such as scheduling appointments, sending letters, and copying records. The attorney will only engage in authorized and approved activities. Intercare will not request the attorney to do those functions that can be handled by the Adjuster.

The adjuster will make sure that the City is kept fully informed of the litigation process and will attend WCAB court appearances as necessary.

10. Fraudulent claims

The Adjuster will discuss any concerns such as suspected fraud or inconsistent accounts of the accident with their Supervisor and agree on a recommendation to the City for additional field investigation. Prior to the assignment of a field investigator, the City will be contacted for approval.

11. Claims and medical reporting

Intercare will coordinate all of the City's reporting needs, including but not limited to OSHA Logs, EDI reporting concerning medical and indemnity payments, summary of Occupational Injuries and Illness reports, Self-Insured Annual Report, and 1099 reports.

Standard Reports

Our standard report package includes the following reports, which can be provided in a variety of formats at the frequency the City requires:

- **Frequency Reports**
  - Claims by Body Part
  - Claims by Location
  - Claims by Claimant Type
  - Claims by Occupation
- **General Reports**
  - Claim Status
  - Litigation Summary
  - Self-Insured Retention (SIR) Limit
- **Loss Run Reports**
  - Special Investigations Unit (SIU) Report
  - Loss Control Reports
  - Actuarial Reports
  - Lag Time
  - Loss Triangles
- **Payment Processing Reports**
  - Check Runs
  - Scheduled Payments
  - Vouchers
- **Reference Tables**
  - Organization Listing by Level
  - Business Rule Listing
  - Reserve Transaction Listing
  - Examiner caseload reports
- **State/Federal Reports**
  - Occupational Safety and Health Administration (OSHA) Reports
  - Self-Insured Plans (SIP) Summary Report
  - California Employment Development Department (EDD) Report
- **Managed Care Reports**
  - Bill Review
  - Utilization Review
  - Nurse Case Management
  - Pharmacy Benefit management (PBM)

Please refer to **Exhibit 1 – Standard Reports** for samples of typically requested reports that are included in our standard report package.

Management Dashboards

A new feature of Intercare's claims platform is our recently introduced management dashboard. Designed to provide a high-level overview of a program's performance, the dashboard presents in a graphical format such key indicators as the top 5 claims by cause, body part, and nature of injury; the total incurred by year; total expenses in various categories; and total incurred by reserve type, among other statistics.

Figure 3: Claims Incurred Dashboard

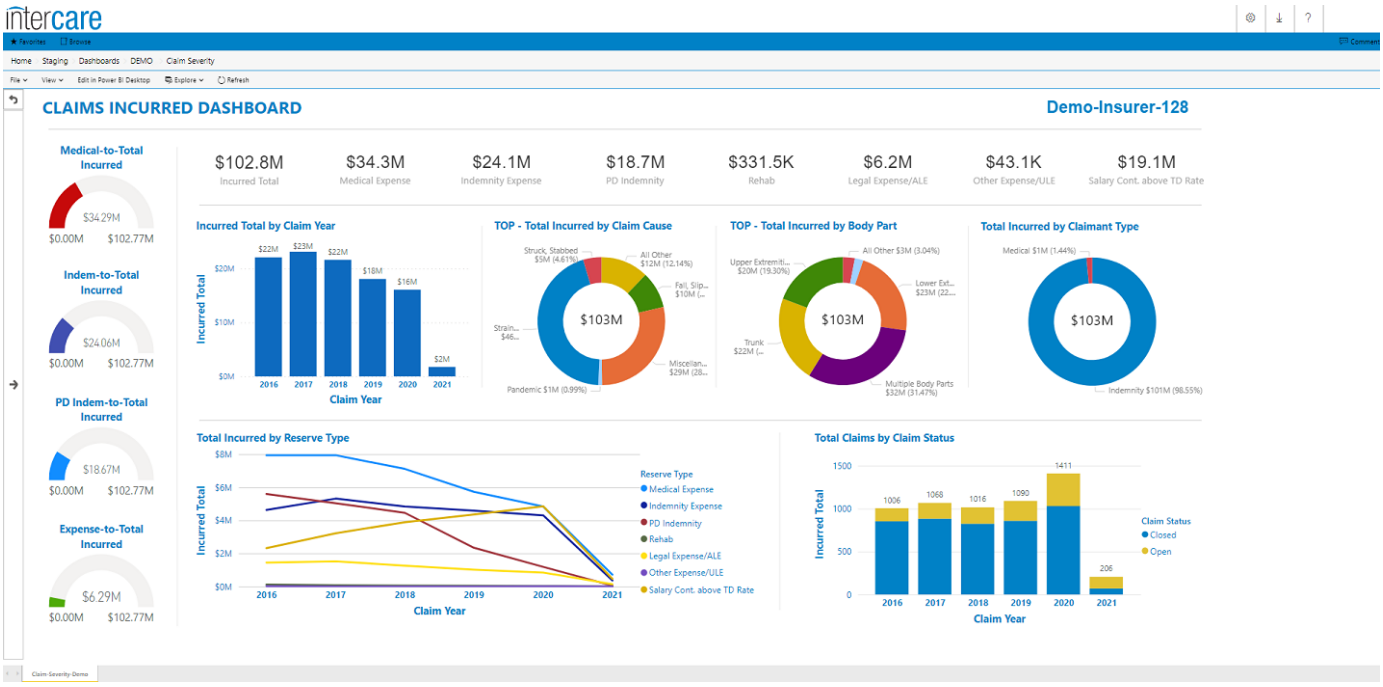
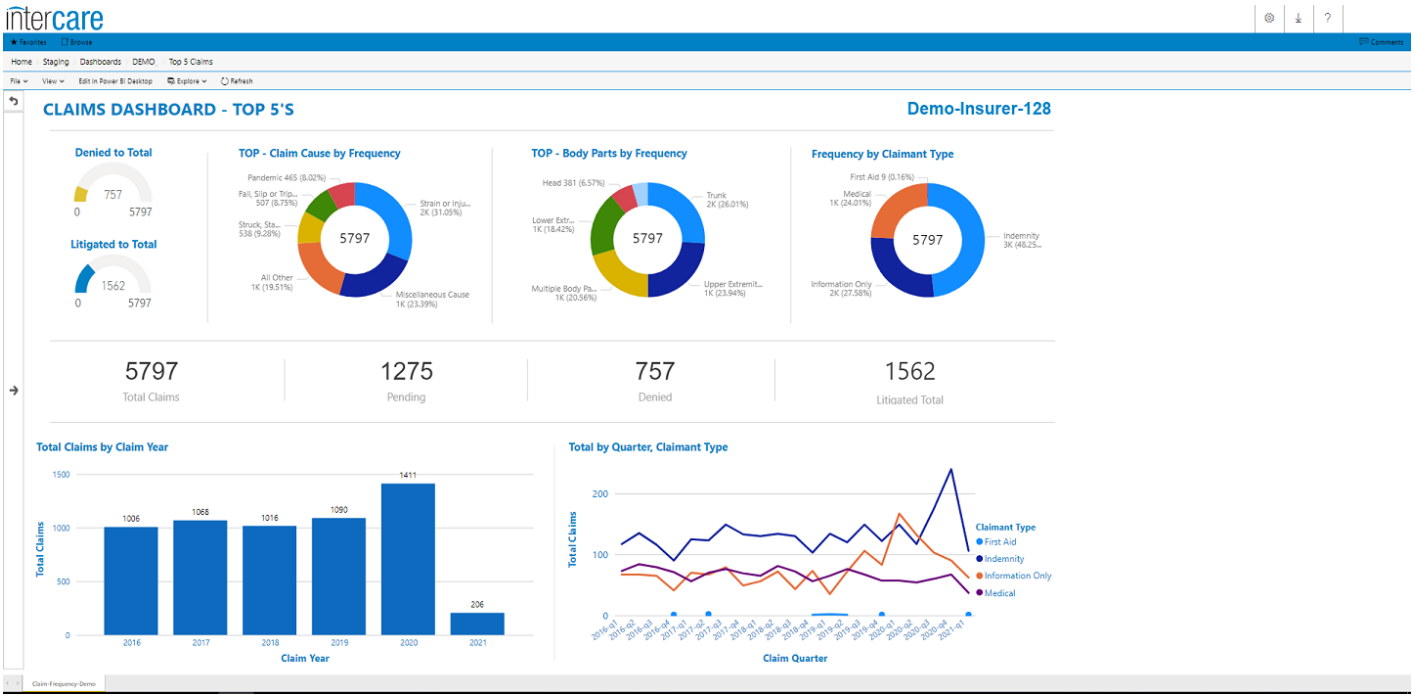


Figure 4: Top 5 Claims Dashboard



MMSEA Reporting

Intercare has Medicare, Medicaid and SCHIP Extension Act (MMSEA) reporting capabilities and will provide this service for the City. MMSEA SCHIP reporting is integrated into Intercare's claims platform to ensure timely and accurate reporting as part of a bundled claims program. All data transmission to COBC is done internally by Intercare's MMSEA MIR Resident Expert who is responsible for data validation and correcting errors that may come back from COBC. This function is not outsourced to a third party.

12. Records retention

Intercare will comply with the City's records retention policy at all times.

All active files are digitized and electronically stored. Any physical file that is not digitized is stored in the managing claims office. Once a file has been closed, Intercare will continue to store that physical file within the managing claims office for a period of one year. After one year, closed physical files are transferred to our off-site storage facility, Iron Mountain.

Records are not destroyed without the approval of the client. Intercare will work the City to establish the criteria for destruction of physical claim records within the Client Service Instructions. These criteria will include an approved timeframe for destruction of files. Upon receipt of approval, Intercare will destroy all physical claim records by shredding and provide the Certificate of Destruction for all documents specified. This service is provided at no additional cost to the City.

13. Employer services

In order to ensure a successful engagement with the City, Intercare has assigned a project manager to serve as a single point of contact for the City and to monitor contractual obligations for compliance. As the incumbent, Intercare is already in possession of the City's claims data and will not need to conduct a transition from a prior TPA

Intercare will conduct quarterly file reviews to discuss claim status and strategies for bringing claims to resolution and closure. In addition to quarterly file review meetings, Intercare also offers annual stewardship meetings to review the results of the most current year with previous program years, as well as a comparison of the results to industry and statewide benchmarks. While the City does not currently participate in our stewardship program, we would be happy to offer such meetings to the City once again, should the City be interested in participating.

A sample Stewardship Report is included in this proposal as **Exhibit 2**.

14. Right to audit or review

Intercare maintains all information contained in the claim files electronically. As such, it is available to designated personnel at the City to review on a 24/7 basis. The system security is such that the City can decide who, at the City, will have access to the claim information. Intercare will provide training to City staff on the use of the claims system.

With regard to scheduling audits, Intercare requests that we receive two weeks' notice to schedule an audit. This allows sufficient time to obtain the appropriate non-disclosure agreements and to set up system access for the auditors.

15. Confidentiality

Intercare will maintain the confidentiality of all data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between Intercare and the City.

SSAE18 Audits

Intercare has develop and implement processes and procedures relating to data security. To ensure compliance with these processes and procedures, Intercare undergoes SSAE18, SOC 2 audits twice a year. During these audits, outside auditors review our security and processes. Our facilities are inspected to ensure proper security structures and procedures are in place, such as maintaining our computer server room locked at all times and only allowing authorized personnel to have access. The SSAE18 auditor also ensures that our claim files, including files with confidential information, are properly secured at all times. Our business practices are also evaluated to ensure the integrity of our computer data system. For example, the auditors validate the separation of duties for check input and processing procedures.

System Security

Special features and layers of security are built into our systems using applied business rules and require password-protected access. These security features control what data is visible to corresponding password-protected logins and auto-scheduled reporting features, among other areas of our system.

HIPAA

All Intercare applications require encryption for customer connectivity to the application to ensure strict adherence to all Health Insurance Portability and Accountability Act (HIPAA) regulations. Intercare uses secure email to transmit information and documents to our medical director, as well as a secure web-based portal to provide documents and referral information to the specialty panel. This prevents any concern with the release of personal health information (PHI) or unintended breach of Individually Identifiable Health Information.

Disaster Recovery and Backup Procedures

Intercare has a Disaster Recovery Plan in place which outlines procedures to ensure continuity of operations. Intercare stores all electronic data on our backup system nightly at the Verizon Data Center, located in Intercare's Glendale, CA office. In case of disaster to the Intercare Rocklin office, Verizon will move the WAN frame relay circuit and internet connectivity from Intercare Rocklin to Intercare's disaster recovery site, where Intercare has duplicate equipment, including routers, email, database, file and remote access servers. Verizon will provide dedicated internet access, phone usage, and temporary office space for our Information Technology Recovery Team. All circuits to remote offices will be redirected to this site with the minimum possible down time.

III. Qualifications and Experience

The proposer should state the size of the organization, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement. The proposer should also state the experience of staff assigned to supervise and administer this engagement including education and experience of assigned personnel.

Pacific Secured Equities, d/b/a Intercare Holdings Insurance Services, Inc. ("Intercare"), a third party claims administrator, was incorporated in 1994. Our affiliate, InterMed Cost Containment Services, was founded in 1997 and provides managed care services, including medical bill review, utilization review, nurse case management, medical provider network (MPN) development, and network management.

Intercare, which has 325 employees, is licensed to provide workers' compensation claims administration in 12 states, including California. Our roots are in California and 57% of our business is managing claims for California public entities.

In January of 2007, Intercare expanded the scope of our claims administration services to include medical malpractice, dental malpractice, product liability and recall, professional liability, replacement and warranty programs and general liability claims. These services are offered through Intercare's Liability Services Division. This division is licensed in 50 states and provides liability services from our offices in Bellevue, Washington and Orange, California.

Intercare has been administering claims for public entity programs in the State of California since 2001 and has unparalleled success with our programs for cities, counties, school districts, transportation agencies, and utility districts. We understand the unique needs of public entities and have experience in the application of presumptive injuries for certain classes of employees, the integration of workers' compensation benefits into retirement programs, and the use of Alternative Dispute Resolution programs.

Our organization is supported by experienced senior management. The team's overriding commitment is to deliver superior services in a cost-efficient manner with the highest quality of service. The team is comprised of progressive and effective thought leaders in the industry. Our principals include:

Name	Title	Experience (Years)	Education
Agnes Hoeberling	President and Chief Executive Officer	40+	Bachelor of Science in Accounting – Divine Word College in the Philippines
Alan Avriett	Senior Vice President and Chief Information Officer	40+	Bachelor of Science in Computer Science–University of South Carolina
Jodi Ellington	Chief Financial Officer	20+	Bachelor of Science in Business Administration, Accounting Option–California State University, Hayward

Jon Lord	Chief Revenue Officer	25+	Bachelor of Arts in Psychology – California State University, Fullerton
Maggie Jaltorossian	Senior Vice President, Workers' Compensation Division	31+	Pasadena City College
Jayne Miller	Senior Vice President, Managed Care	30+	American River College
Amy Evans	Executive Vice President, Liability Division	25+	Bachelor of Science in Criminal Justice & Political Science– University of North Texas Juris Doctor–University of Houston
Danielle Buri	Senior Vice President, Client Services	30+	Cabrillo College

Our principal's biographies are included in this proposal as **Exhibit 3**.

Intercare handles the City's claims from our Glendale, California office. The following team, for which resumes have been provided in **Exhibit 3**, is assigned to the City's account.

Maggie Jaltorossian - SVP, Workers' Compensation

Maggie began her career in workers' compensation in 1989 and has been with Intercare since 2006. Her experience includes public and private entities, self-insured and insured programs, school districts, municipalities, cities, safety personnel, sanitation districts, and transit authorities. As SVP of Intercare's Worker's Compensation Division, Maggie is responsible for ensuring that the claims division is compliant with applicable statutes and company standard operating procedures. Maggie has a Workers' Compensation Claims Professional Designation, Workers' Compensation Claims Associate Certificate, Self-Insurance Certificate, and ARM 54 & ARM 55.

Ernesto Acosta - Claims Manager

Ernesto Acosta has nearly 30 years of experience in the industry, including over 15 years in a supervisory or managerial capacity. He began his career in workers' compensation in 1991 at Hertz Claims Management. His experience includes transit authorities, municipalities, school districts, and private self-insured and insured employers. Ernesto has a Workers' Compensation Claims Professional Certificate, Workers' Compensation Claims Associate Certificate, and California Self-Insured Certificate.

Dana Geery - Claims Supervisor

Dana began her career in the workers' compensation industry in December of 1997 with Paula Insurance. She joined Intercare Holdings Insurance Services, Inc. as a claims adjuster in 2002. In 2014, Dana was promoted to a claims supervisor and currently oversees a team of five claims adjusters. Dana has a Workers' Compensation Claims Professional Certificate, Workers' Compensation Claims Associate Certificate, and California Self-Insured Certificate.

Saul Rodriguez- Claims Adjuster

Saul began his career in workers' compensation in 2015 after obtaining his bachelor's degree in Communication Studies. He has handled both public and private entity accounts at all levels of claim complexity, and he has experience with LC4850 and the regulations affecting safety officers. Saul is bilingual in English and Spanish. Saul has a Bachelor of Arts in Communication from California State University, Northridge. In addition, he has completed the Insurance Education Association's Workers' Compensation Claims Associate courses 10, 11, and 14.

Lionel Nguyen- Claims Assistant

Lionel began his career with Intercare in 2014 as a data entry and file clerk. In 2019, he was promoted to the role of claims assistant. In this role, he provides claim support services to three examiners on various accounts handling public entity and insured programs. Lionel is committed to continuing his education and has completed the Insurance Education Association's Workers' Compensation 101 course.

Danielle Buri- SVP, Client & Admin Services

Danielle began her career with HIH Insurance in 1992 and became an Intercare employee when the California Guarantee Association awarded the claims administration contract to Intercare when HIH was liquidated in 2001. Over the years, Danielle has worked her way up from claims adjuster to SVP of Client Services. Her experience includes public and private entities, self-insured and insured programs, school districts, municipalities, cities, safety personnel, utility districts, restaurant groups, agricultural groups, and auto dealerships, among other industries. Danielle's professional education includes an Insurance Educational Association (IEA) certificate, Workers' Compensation Claims Professional (WCCP) designation, Workers' Compensation Claims Administrator (WCCA) certificate, and Self-Insured Certificate.

Laura Gannon - Account Manager

To her role as account manager, Laura brings extensive experience in claims handling, client relations, and sales. Prior to joining Intercare in 2018, Laura led Client Relations for one of California's largest workers' compensation defense firms. Laura is currently completing her Associate in Risk Management and is a licensed adjuster in the State of Nevada. She has attended Sierra College, the University of Guadalajara, and San Joaquin Delta College.

Resumes for the aforementioned personnel can be found in **Exhibit 3 – Resumes**.

IV. Comparable Engagements

List comparable engagements over the last several years for which the proposed staff has experience in performing similar services. The list should include scope of work, when the services were performed and name and telephone number of the principal client contact.

Organization	City of Chula Vista
Contact Name	Courtney Chase
Contact Telephone Number	(619) 409-5927
Scope of Work	Workers' Compensation Third Party Administration, Medical Management & Cost Containment and SIU services.
When services were performed	7/1/2017 to Present

Organization	City of South Pasadena
Contact Name	Michael Casalou
Contact Telephone Number	(626) 403-7312
Scope of Work	Workers' Compensation Third Party Administration, Medical Management & Cost Containment, Nurse Triage, and SIU services.
When services were performed	7/1/2014 to Present 7/1/14 with CSAC PWC 7/1/17 as SIP

Organization	County of San Luis Obispo
Contact Name	Melissa Boardman
Contact Telephone Number	(805) 781-5966
Scope of Work	Workers' Compensation Third Party Administration, Medical Management & Cost Containment, Nurse Triage, and SIU services.
When services were performed	7/1/15 to Present

V. Compensation

The Proposal shall outline the proposed pricing including any administration fees, conversion fees, etc. The City will assume (unless otherwise stated by the TPA) your proposal will include the following TPA services at no additional charge to the City:

- ***Assumption of "tail claims" from existing administrator***
- ***Standard monthly reports***
- ***DWC-1 forms, posters and pamphlets***
- ***Storage of claims***
- ***Check printing***
- ***Banking fees***
- ***Electronic filing fees***
- ***Correspondence fees***

Claims Administration Fees

Contract Year	Rates
Base Year 1 – 7/1/2021-6/30/2022	$ 13,500.00 minimum annual fee
Base Year 2 – 7/1/2022-6/30/2023	$ 13,837.50 fixed flat fee
Base Year 3 – 7/1/2023-6/30/2024	$ 14,183.44 fixed flat fee
Option Year 1 – 7/1/2024-6/30/2025	$ 14,538.02 fixed flat fee
Option Year 2 – 7/1/2025-6/30/2026	$ 14,901.47 fixed flat fee

Managed Care Services:

a. Bill Review Services

Contract Year	Per Bill Fee	PPO Access Fee	Second Level Review	Cap per Bill	WCIS, EOR, Duplicate
Base Year 1	$ 11.00	22% savings	20% of savings	$5,000	No charge
Base Year 2	$ 11.28	22% savings	20% of savings	$5,000	No charge
Base Year 3	$ 11.56	22% savings	20% of savings	$5,000	No charge
Option Year 1	$ 11.85	22% savings	20% of savings	$5,000	No charge
Option Year 2	$ 12.14	22% savings	20% of savings	$5,000	No charge

b. Case Management

Contract Year	Triage	Telephonic Case Management	Field Case Management
Base Year 1	$ 95.00 per call	$ 95.00 per hour	$ 105.00 per hour
Base Year 2	$ 95.00 per call	$ 96.00 per hour	$ 107.63 per hour
Base Year 3	$ 95.00 per call	$ 97.00 per hour	$ 110.32 per hour
Option Year 1	$ 95.00 per call	$ 98.00 per hour	$ 113.07 per hour
Option Year 2	$ 95.00 per call	$ 99.00 per hour	$ 115.90 per hour

c. Utilization Review

Contract Year	Level 1 Adjuster	Level 2 Nurse	Level 3 Physician	Specialty Peer Review
Base Year 1	No charge	$ 95.00 per hour	$ 250.00 per hour	$ 325.00 per hour
Base Year 2	No charge	$ 96.00 per hour	$ 256.25 per hour	$ 333.13 per hour
Base Year 3	No charge	$ 97.00 per hour	$ 262.66 per hour	$ 341.45 per hour
Option Year 1	No charge	$ 98.00 per hour	$ 269.22 per hour	$ 349.99 per hour
Option Year 2	No charge	$ 99.00 per hour	$ 275.95 per hour	$ 358.74 per hour

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EXHIBIT 1

Standard Reports

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Claim Summary

Claim Summary Current

Claim Number / Claim Type	Claimant Name / Claimant Status	DOI / Closed Date	Litigated / Examiner	Denied / Adj.Loc.Recd		Paid	Outstanding	Incurred	Recovery
Grand Total: 697									
					Medical	607,667.40	4,731,703.54	5,339,370.94	15,380.39
					Indemnity	440,060.50	543,688.13	983,748.63	7,558.68
					PD - Indemnity	131,768.74	1,912,032.36	2,043,801.10	9,387.92
					Rehab	5,000.00	27,580.00	32,580.00	0.00
					Legal	211,681.50	991,986.10	1,203,667.60	206.57
					Other	2,128.33	2,250.00	4,378.33	0.00
					Grand Total:	1,398,306.47	8,209,240.13	9,607,546.60	32,533.56

Claim Status

Claim Status

07/01/2020 - 07/31/2020

Claimant Type	Begin Open	Opened	Closed	Reopened/Other	Ending Open
Death Claim	0	0	0	0	0
First Aid	0	0	0	0	0
Information Only	0	0	0	0	0
Major Perm Dis	46	0	0	0	46
Medical Only	39	2	8	0	33
Minor Perm Dis	191	0	4	1	188
Temporary Dis	108	0	0	0	108
Total Perm Dis	1	0	0	0	1
Grand Total:	385	2	12	1	376

Fiscal Year Summary

Fiscal Year Summary

07/01/2020- 07/31/2020

Fiscal Year	Closed	Total Claims	Paid This Period	Incurred This Period	Open Paid	Outstanding	Incurred	Recovery	Net Incurred
	28	157	94,885.93	1,117,653.18	94,885.93	1,022,767.25	1,117,653.18	0.00	1,117,653.18
1993/1994	0	1	0.00	4,600.00	0.00	4,600.00	4,600.00	0.00	4,600.00
2011	0	2	1,350.70	2,294,235.80	759,772.88	2,517,778.62	3,277,551.50	32,533.56	3,245,017.94
2015/2016	0	1	0.00	43,492.50	0.00	43,492.50	43,492.50	0.00	43,492.50
2016/2017	0	1	0.00	8,772.50	335.00	57,760.00	58,095.00	0.00	58,095.00
2017/2018	0	1	25,001.15	123,487.46	25,001.15	110,336.31	135,337.46	0.00	135,337.46
2018/2019	1	4	1,160.00	3,000.00	9,143.40	146,595.33	155,738.73	0.00	155,738.73
2019/2020	115	333	222,630.01	1,333,264.62	241,731.91	1,610,944.34	1,852,676.25	0.00	1,852,676.25
2020	7	34	6,173.89	181,941.40	6,173.89	175,767.51	181,941.40	0.00	181,941.40
2020/2021	16	163	50,868.18	928,046.68	50,868.18	877,178.50	928,046.68	0.00	928,046.68
Grand Total:	167	697	402,069.86	6,038,494.14	1,187,912.34	6,567,220.36	7,755,132.70	32,533.56	7,722,599.14

Litigation Summary

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Litigation Summary

Valued as of 07/31/2020

Claim Number / Claimant Name / Incident Date	Claimant Status / Closed Date		Legal Paid		Paid	Outstanding	Incurred	Recovery
Litigated: 1								
	Litigated Total:	17	147,794.80	**Medical**	398,329.94	2,386,017.11	2,784,347.05	15,380.39
				Indemnity	87,361.13	18,306.30	105,667.43	7,559.68
				PD - Indemnity	104,807.74	84,070.86	188,878.60	9,387.92
				Rehab	2,820.00	21,680.00	24,500.00	0.00
				Legal	170,097.81	486,777.44	656,875.25	206.57
				Other	2,046.34	0.00	2,046.34	0.00
				Litigated Total	765,462.96	2,996,851.71	3,762,314.67	32,533.56
Litigated: 0								
	Litigated Total:	680	15,620.13	**Medical**	128,596.68	2,237,255.99	2,365,842.67	0.00
				Indemnity	237,900.29	568,604.69	806,504.98	0.00
				PD - Indemnity	8,391.00	56,221.00	64,602.00	0.00
				Rehab	480.00	1,600.00	2,080.00	0.00
				Legal	27,383.28	490,841.49	518,224.77	0.00
				Other	91.99	4,750.00	4,831.99	0.00
				Litigated Total	422,449.38	3,570,368.65	3,992,818.03	0.00
	Grand Total:	697	163,414.93	**Medical**	526,916.62	4,623,273.10	5,150,189.72	15,380.39
				Indemnity	325,261.42	586,910.99	912,172.41	7,559.68
				PD - Indemnity	113,198.74	140,291.86	253,490.60	9,387.92
				Rehab	3,300.00	23,280.00	26,580.00	0.00
				Legal	197,481.09	977,618.93	1,175,100.02	206.57
				Other	2,128.33	4,750.00	6,878.33	0.00
				Grand Total	1,187,912.34	6,567,220.36	7,755,132.70	32,533.56

Management Summary

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Management Summary

07/01/2020 - 07/31/2020

Insured	# of Claims	Open	Closed	Paid < SIR	Outstanding < SIR	Incurred < SIR	Paid > SIR	Incurred > SIR	Total Incurred	Recovery
[redacted]	3	1	2	4,566.05	2,795.05	7,361.10	0.00	0.00	7,361.10	0.00
[redacted]	1	0	1	0.00	0.00	0.00	941.68	941.68	941.68	0.00
[redacted]	1	0	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
[redacted]	5	2	3	1,320.00	7,894.16	9,214.16	0.00	0.00	9,214.16	0.00
[redacted]	1	1	0	0.00	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00
[redacted]	1	1	0	0.00	14,528.38	14,528.38	0.00	0.00	14,528.38	0.00
[redacted]	12	10	2	7,065.58	118,449.86	125,515.44	0.00	0.00	125,515.44	0.00
[redacted]	62	58	4	0.00	0.00	0.00	1,669.14	196,069.14	196,069.14	0.00
[redacted]	6	5	1	5,070.43	10,905.94	15,976.37	0.00	0.00	15,976.37	0.00
[redacted]	1	1	0	0.00	800.00	800.00	0.00	0.00	800.00	0.00
[redacted]	3	1	2	3,132.46	4,056.61	7,189.07	0.00	0.00	7,189.07	0.00
[redacted]	1	1	0	0.00	10,267.76	10,267.76	0.00	0.00	10,267.76	0.00
[redacted]	4	1	3	10,911.29	8,070.13	18,981.42	0.00	0.00	18,981.42	0.00
[redacted]	10	3	7	9,648.94	17,100.00	26,748.94	0.00	0.00	26,748.94	0.00
[redacted]	5	5	0	5,906.66	84,585.34	90,492.00	0.00	0.00	90,492.00	0.00
[redacted]	4	4	0	0.00	0.00	0.00	632.26	10,600.00	10,600.00	0.00
[redacted]	5	5	0	11,085.66	78,156.32	89,241.98	0.00	0.00	89,241.98	0.00
[redacted]	1	1	0	556.39	1,443.61	2,000.00	0.00	0.00	2,000.00	0.00
[redacted]	2	1	1	0.00	500.00	500.00	0.00	0.00	500.00	0.00
[redacted]	1	1	0	350.00	18,650.00	19,000.00	0.00	0.00	19,000.00	0.00
[redacted]	1	1	0	479.16	7,520.84	8,000.00	0.00	0.00	8,000.00	0.00
[redacted]	1	1	0	361.76	3,000.00	3,361.76	0.00	0.00	3,361.76	0.00

Monthly Financial Summary

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Monthly Financial Summary

As of Month/Year	Medical	Indemnity	PD -	Rehab	Legal	Total Period Recovery	Total Period Paid	Total Period Net Paid	Total Paid	Total Outstanding	Total Incurred	Open Claims	Total Claims
Jan 1994	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,600.00	4,600.00	1	1
Dec 2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,180.39	1,250.00	36,430.39	1	1
Apr 2011	1,012.20	0.00	0.00	0.00	338.50	0.00	1,350.70	1,350.70	724,592.49	2,516,528.62	3,241,121.11	1	1
Jan 2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43,492.50	43,492.50	1	1
May 2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	335.00	57,760.00	58,095.00	1	1
Feb 2018	227.36	12,481.69	11,807.14	0.00	484.96	0.00	25,001.15	25,001.15	25,001.15	110,336.31	135,337.46	1	1
Jan 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	18,650.00	19,000.00	1	1
May 2019	0.00	0.00	1,160.00	0.00	0.00	0.00	1,160.00	1,160.00	8,793.40	127,945.33	136,738.73	2	3
Jul 2019	625.00	0.00	0.00	0.00	717.06	0.00	1,342.06	1,342.06	10,132.74	46,679.56	56,812.30	2	2
Oct 2019	937.50	0.00	0.00	0.00	291.00	0.00	1,228.50	1,228.50	3,022.63	47,807.37	50,830.00	2	2
Jan 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	5,000.00	1	1
Feb 2020	139.58	0.00	0.00	0.00	14.00	0.00	153.58	153.58	153.58	53,892.42	54,046.00	3	3
Mar 2020	391.32	0.00	0.00	0.00	36.00	0.00	427.32	427.32	427.32	1,572.68	2,000.00	1	1
Apr 2020	1,846.90	2,549.27	0.00	0.00	4,718.71	0.00	9,114.88	9,114.88	15,008.51	114,425.35	129,433.86	12	18
May 2020	3,460.30	20,184.62	0.00	0.00	499.12	0.00	24,144.04	24,144.04	24,710.97	245,790.74	270,501.71	25	37
Jun 2020	66,879.44	87,492.55	0.00	0.00	16,813.70	0.00	182,607.70	182,607.70	184,664.23	1,045,258.46	1,229,922.69	157	244
Jul 2020	27,932.70	115,436.30	1,711.00	0.00	2,246.80	0.00	155,539.93	155,539.93	155,539.93	2,126,231.02	2,281,770.95	318	379
Grand Total:	103,451.30	238,144.43	14,678.14	0.00	26,159.85	0.00	402,069.86	402,069.86	1,187,912.34	6,567,220.36	7,755,132.70	530	697

Claims by Claimant Type

Claims by Claimant Type

As of 07/31/2020

Claimant Type	Open Count	Closed Count	Frequency	%	Total Incurred	%	Average/Claim	%
First Aid	4	33	37	9	30,504	1	824	6
Information Only	0	8	8	2	0	0	0	0
Medical Only	38	105	143	35	342,244	6	2,393	17
Minor Perm Dis	11	2	13	3	404,367	7	31,105	219
Temporary Dis	113	80	193	48	4,767,407	83	24,702	174
Total Perm Dis	5	5	10	2	203,723	4	20,372	143

Claims by Claim Cause

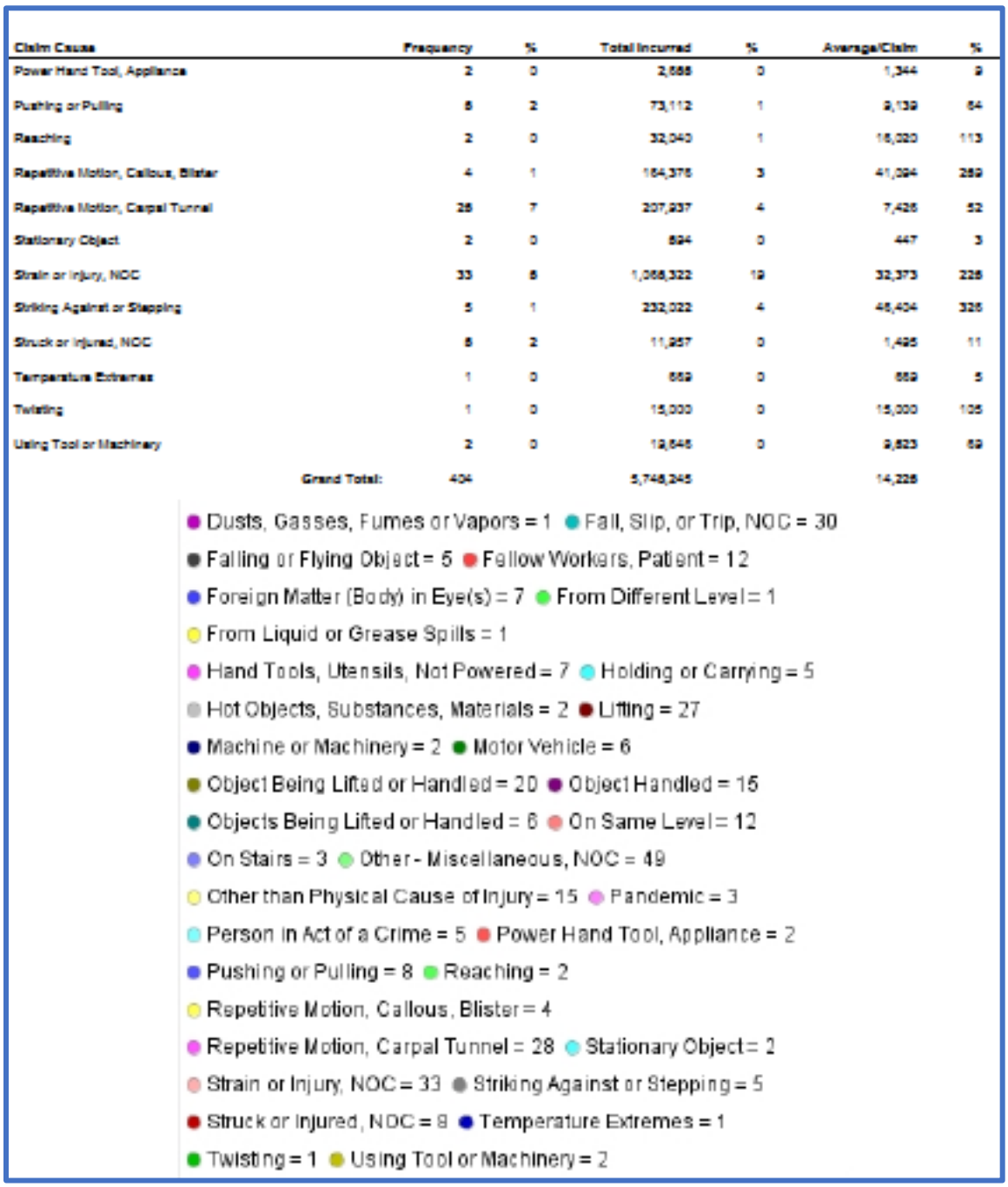
Claims by Claim Cause

As of 07/31/2020

Claim Cause	Frequency	%	Total Incurred	%	Average/Claim	%
Abnormal Air Pressure	1	0	15,750	0	15,750	111
Absorption, Ingestion or Inhalation, NOC	3	1	1,302	0	434	3
Animal or Insect	4	1	3,085	0	771	5
Broken Glass	3	1	5,032	0	1,677	12
Caught In, Under or Between, NOC	6	1	8,562	0	1,427	10
Chemicals	2	0	4,037	0	2,019	14
Collision or Sideswipe both vehicles in motion	1	0	1,263	0	1,263	9
Collision with Fixed Object - stationary object	1	0	841	0	841	6
Contact With NOC	12	3	9,807	0	817	6
Continual Noise	1	0	3,500	0	3,500	25
Cumulative, NOC	30	7	756,807	13	25,227	177
Cut, Puncture, Scrape, NOC	10	2	26,770	0	2,677	19
Dusts, Gasses, Fumes or Vapors	1	0	239	0	239	2
Fall, Slip, or Trip, NOC	30	7	424,262	7	14,166	100
Falling or Flying Object	5	1	79,494	1	15,899	112
Fellow Workers, Patient	12	3	104,822	2	8,735	61
Foreign Matter (Body) In Eye(s)	7	2	13,455	0	1,922	14
From Different Level	1	0	16,469	0	16,469	130
From Liquid or Grease Spills	1	0	3,500	0	3,500	25
Hand Tools, Utensils, Not Powered	7	2	7,424	0	1,061	7
Holding or Carrying	5	1	245,733	4	49,147	345
Hot Objects, Substances, Materials	2	0	1,822	0	911	6
Lifting	27	7	192,671	3	7,136	50
Machine or Machinery	2	0	4,602	0	2,301	16
Motor Vehicle	6	1	171,248	3	28,541	201
Object Being Lifted or Handled	20	5	615,767	11	30,788	216
Object Handled	15	4	24,850	0	1,657	12
Objects Being Lifted or Handled	6	1	7,626	0	1,271	9
On Same Level	12	3	279,775	5	23,315	164
On Stairs	3	1	3,488	0	1,163	8
Other - Miscellaneous, NOC	49	12	652,169	11	13,310	94
Other than Physical Cause of Injury	15	4	132,571	2	8,838	62
Pandemic	3	1	1,410	0	470	3
Person in Act of a Crime	5	1	96,658	2	19,332	136

Claims by Claim Cause (cont.)

Claim Cause	Frequency	%	Total Incurred	%	Average/Claim	%
Power Hand Tool, Appliance	2	0	2,688	0	1,344	9
Pushing or Pulling	8	2	73,112	1	9,139	64
Reaching	2	0	32,040	1	16,020	113
Repetitive Motion, Callous, Blister	4	1	164,376	3	41,094	289
Repetitive Motion, Carpal Tunnel	28	7	207,937	4	7,426	52
Stationary Object	2	0	894	0	447	3
Strain or Injury, NOC	33	8	1,068,322	19	32,373	228
Striking Against or Stepping	5	1	232,022	4	46,404	326
Struck or Injured, NOC	8	2	11,957	0	1,495	11
Temperature Extremes	1	0	669	0	669	5
Twisting	1	0	15,000	0	15,000	105
Using Tool or Machinery	2	0	19,646	0	9,823	69
Grand Total:	404		5,748,245		14,226	

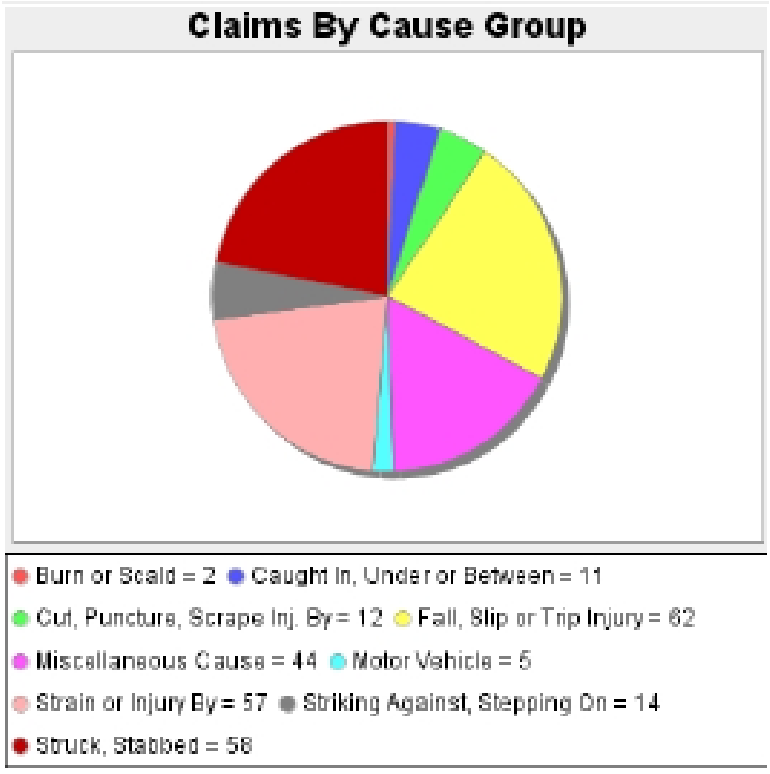


Claims by Cause Group

Claims by Cause Group

As of 07/31/2020

Claim Cause Group	Frequency	%	Total Incurred	%	Average/Claim	%
Burn or Scald	2	1	10,360	1	5,180	72
Caught In, Under or Between	11	4	55,074	3	5,007	77
Cut, Puncture, Scrape Inj. By	12	5	11,794	1	983	15
Fall, Slip or Trip Injury	62	22	385,490	22	6,217	95
Miscellaneous Cause	44	17	509,268	30	11,577	179
Motor Vehicle	5	2	5,399	0	1,080	16
Strain or Injury By	57	22	497,468	29	8,552	131
Striking Against, Stepping On	14	5	20,914	1	1,497	22
Struck, Stabbed	58	22	243,557	14	4,148	64
Grand Total:	265		1,735,169		6,514	



Claims by Nature of Injury

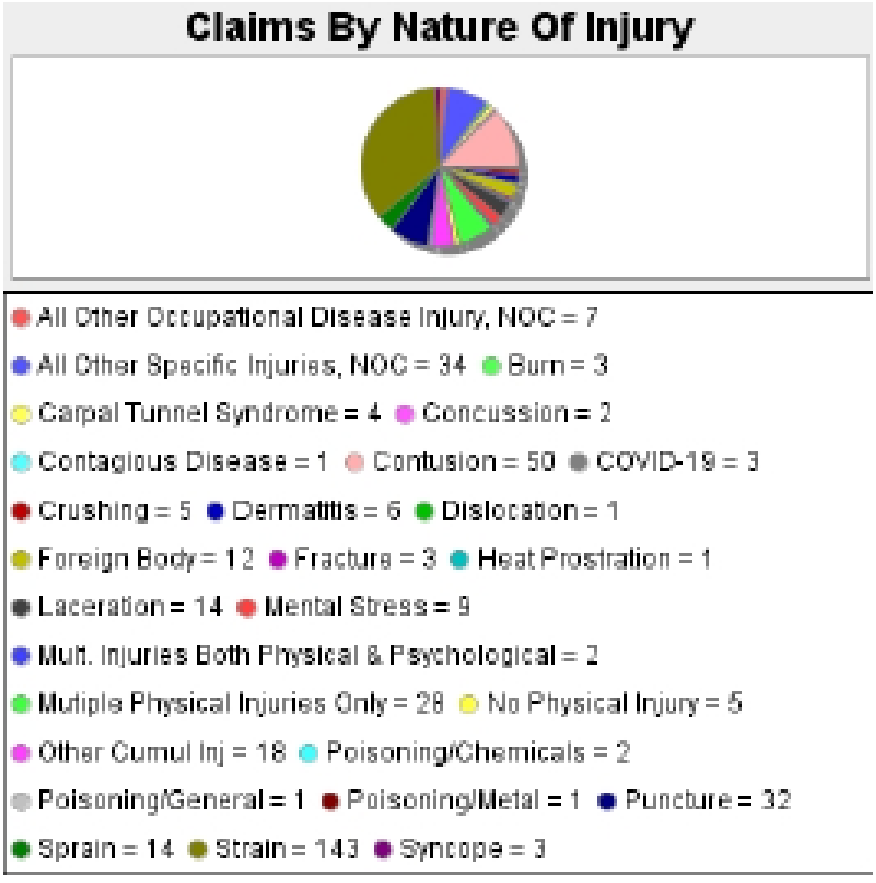
Claims by Nature of Injury

As of 07/31/2020

Nature of Injury	Frequency	%	Total Incurred	%	Average/Claim	%	Total Paid	%
All Other Occupational Disease Injury, NOC	7	2	59,429	1	8,949	59	17,284	100
All Other Specific Injuries, NOC	24	9	899,007	11	19,819	131	227,736	23
Burn	2	1	1,922	0	827	4	1,922	1
Carpal Tunnel Syndrome	4	1	79,510	1	12,979	140	23,018	2
Concussion	2	0	1,224	0	987	7	1,224	1
Contagious Disease	1	0	90	0	90	1	90	0
Contusion	50	12	449,782	9	9,995	69	124,589	21
COVID-19	2	1	1,410	0	470	2	1,410	0
Crushing	5	1	241,125	4	48,229	329	100,059	20
Dermatitis	5	1	4,592	0	734	5	4,580	1
Dislocation	1	0	2,245	0	2,245	24	2,245	1
Foreign Body	12	2	15,259	0	1,255	10	11,072	2
Fracture	2	1	149,272	2	42,891	249	99,092	15
Heat Prostration	1	0	889	0	889	5	889	0
Laceration	14	2	22,099	1	2,077	15	10,991	2
Mental Stress	2	2	100,779	2	11,139	79	49,192	7
Mult. Injuries Both Physical & Psychological	2	0	45,909	1	22,934	161	11,019	2
Multiple Physical Injuries Only	29	7	890,422	12	24,859	172	178,098	21
No Physical Injury	5	1	45,253	1	9,051	64	25,180	2
Other Cumul Inj	19	4	999,219	7	21,994	154	112,220	11
Poisoning/Chemicals	2	0	778	0	999	2	778	0
Poisoning/General	1	0	732	0	732	5	732	0
Poisoning/Metal	1	0	2,749	0	2,749	19	2,749	0

Claims by Nature of Injury (cont.)

Nature of Injury	Frequency	%	Total Incurred	%	Average/Claim	%	Total Paid	%
Puncture	32	8	28,272	1	938	8	21,492	2
Sprain	14	3	349,824	6	24,916	175	143,748	12
Strain	143	35	2,418,511	42	16,910	119	768,895	40
Syncope	3	1	1,332	0	444	3	1,332	0
Grand Total:	404		5,748,245		14,229		1,947,313	

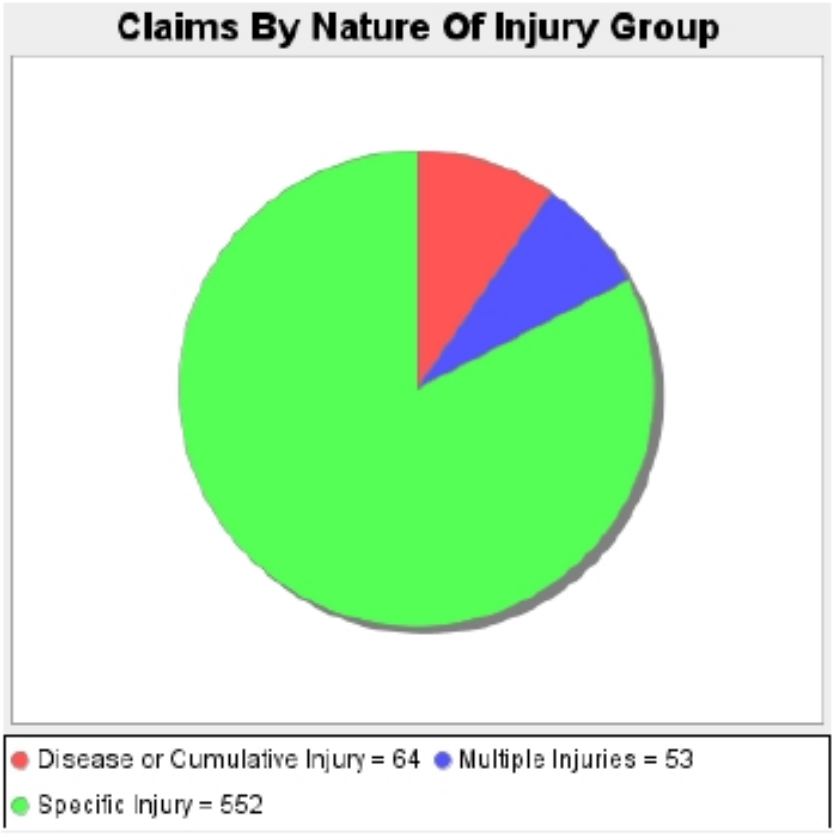


Claims by Nature of Injury Group

Claims by Nature Of Injury Group

As of 07/31/2020

Incident Type Group	Frequency	%	Total Incurred	%	Average/Claim	%
Disease or Cumulative Injury	64	10	719,035	10	11,235	101
Multiple Injuries	53	8	981,988	13	18,528	166
Specific Injury	552	83	5,773,411	77	10,459	94
Grand Total:	669		7,474,434		11,173	



Claims by Body Part

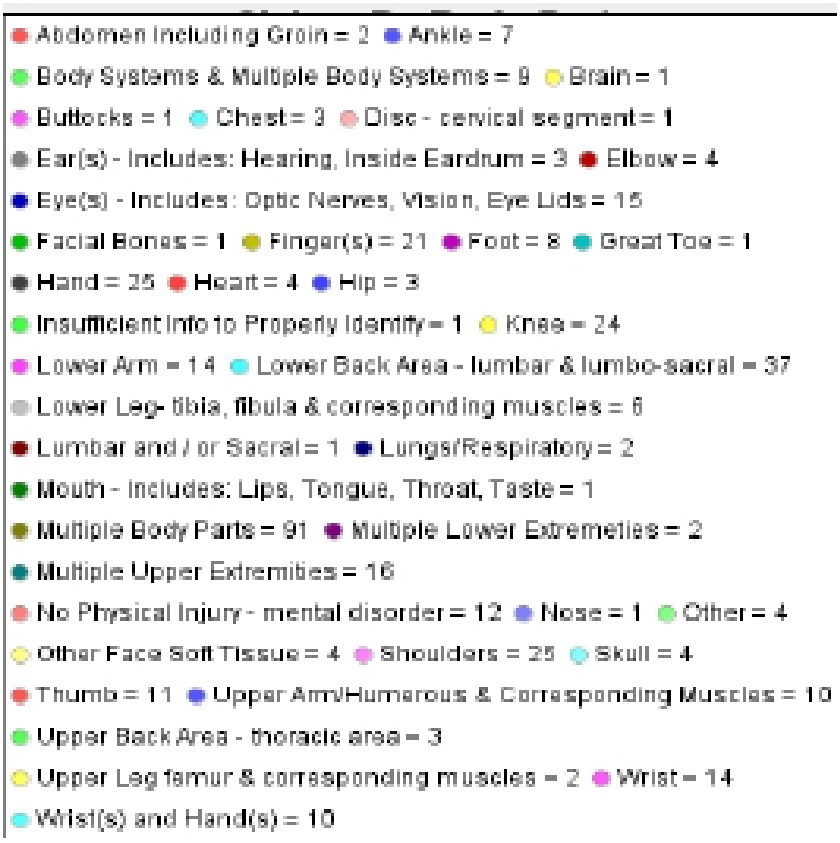
Claims by Body Part

As of 07/31/2020

Body Part	Frequency	%	Total Incurred	%	Average/Claim	%
Abdomen Including Groin	2	0	80,394	1	33,197	212
Ankle	7	2	19,548	0	2,849	19
Body Systems & Multiple Body Systems	9	2	99,594	2	9,954	73
Brain	1	0	953	0	953	6
Buttocks	1	0	2,112	0	2,112	15
Chest	3	1	9,227	0	1,378	9
Disc - cervical segment	1	0	1,299	0	1,299	9
Ear(s) - Includes: Hearing, Inside Eardrum	3	1	28,991	0	9,797	62
Elbow	4	1	9,015	0	2,254	15
Eye(s) - Includes: Optic Nerves, Vision, Eye	15	4	20,171	0	1,345	9
Facial Bones	1	0	597	0	597	4
Finger(s)	21	5	59,259	1	2,535	19
Foot	9	2	99,711	2	12,464	89
Great Toe	1	0	814	0	814	4
Hand	25	6	172,282	3	6,891	49
Heart	4	1	133,012	2	33,753	245
Hip	3	1	159,356	3	53,012	379
Insufficient Info to Properly Identify	1	0	0	0	0	0
Knee	24	6	427,902	7	17,904	125
Lower Arm	14	3	118,218	2	8,494	60
Lower Back Area - lumbar & lumbo-sacral	27	9	624,999	11	15,974	112
Lower Leg- tibia, fibula & corresponding	9	1	100,297	2	16,716	117
Lumbar and / or Sacral	1	0	3,500	0	3,500	25
Lungs/Respiratory	2	0	0	0	0	0
Mouth - Includes: Lips, Tongue, Throat, Taste	1	0	918	0	918	6
Multiple Body Parts	91	22	2,035,343	35	22,365	157
Multiple Lower Extremities	2	0	217,415	4	108,709	764
Multiple Upper Extremities	18	4	185,740	3	10,319	73
No Physical Injury - mental disorder	12	3	125,359	2	10,446	73
Nose	1	0	492	0	492	3
Other	4	1	32,351	1	8,015	56
Other Face Soft Tissue	4	1	1,853	0	482	3
Shoulders	25	6	495,743	9	19,430	137
Skull	4	1	3,411	0	953	6

Claims by Body Part (cont.)

Body Part	Frequency	%	Total Incurred	%	Average/Claim	%
Thumb	11	3	32,668	1	2,969	22
Upper Arm/Humerous & Corresponding	10	2	139,140	2	13,914	72
Upper Back Area - thoracic area	3	1	237,634	4	79,211	557
Upper Leg femur & corresponding muscles	2	0	1,829	0	914	6
Wrist	14	3	66,339	1	4,953	34
Wrist(s) and Hand(s)	10	2	124,499	2	12,449	87
Grand Total:	404		5,748,245		14,229	

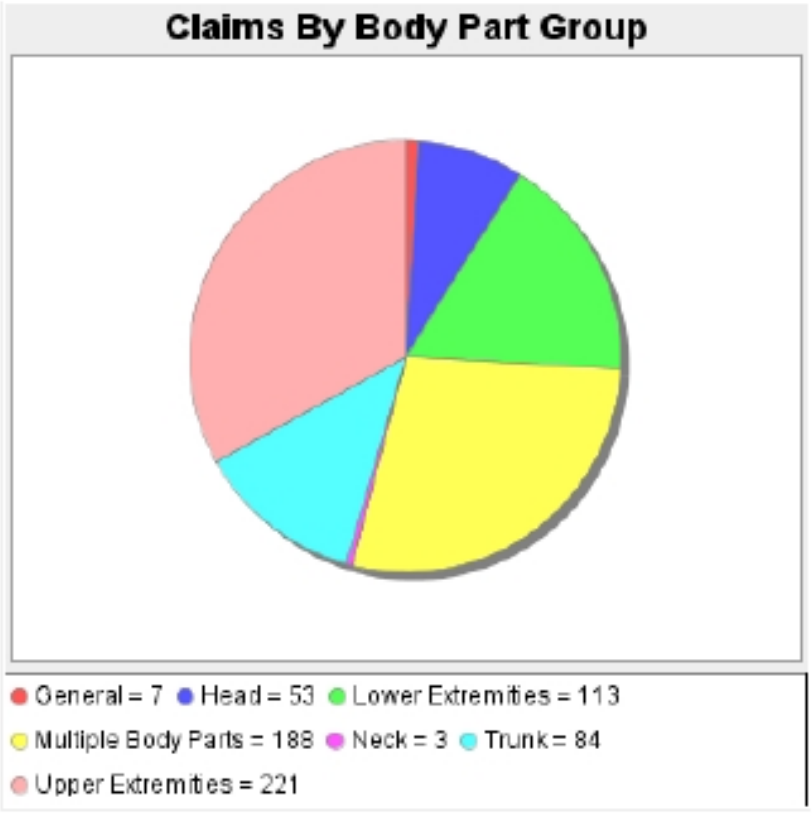


Claims by Body Part Group

Claims by Body Part Group

As of 07/31/2020

Incident Type Group	Frequency	%	Total Incurred	%	Average/Claim	%
General	7	1	32,888	0	4,698	42
Head	53	8	79,870	1	1,507	13
Lower Extremities	113	17	1,431,471	19	12,668	113
Multiple Body Parts	188	28	2,797,870	37	14,881	133
Neck	3	0	2,075	0	692	6
Trunk	84	13	1,255,117	17	14,942	134
Upper Extremities	221	33	1,875,343	25	8,488	76
Grand Total:	869		7,474,434		11,173	



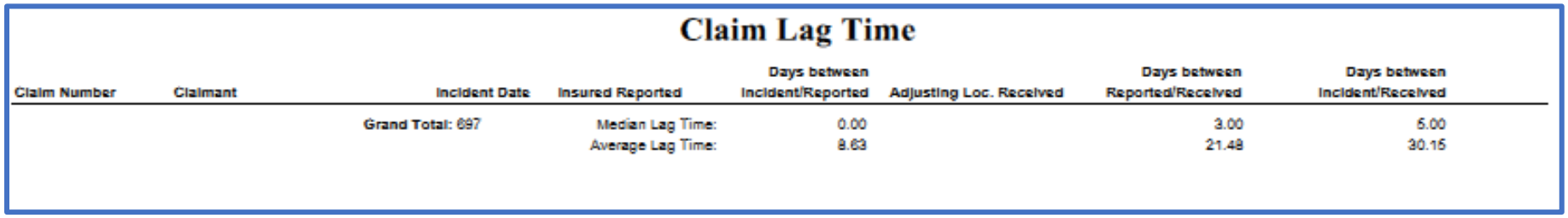
Claims by Time of Day

Claims by Time of Day

As of 07/31/2020

Hour of Day	Frequency	%	Total Incurred	%	Average/Claim	%
Unknown	91	23	1,386,577	24	15,237	107
1 AM	8	2	13,953	0	1,744	12
2 AM	3	1	16,887	0	5,629	40
3 AM	3	1	5,313	0	1,771	12
4 AM	4	1	17,779	0	4,445	31
5 AM	5	1	34,985	1	6,997	49
6 AM	5	1	19,097	0	3,819	27
7 AM	18	4	152,210	3	8,456	59
8 AM	34	8	420,852	7	12,378	87
9 AM	25	6	425,042	7	17,002	119
10 AM	30	7	249,982	4	8,333	59
11 AM	28	7	525,179	9	18,756	132
12 PM	24	6	386,028	7	16,085	113
1 PM	18	4	210,554	4	11,697	82
2 PM	26	6	736,229	13	28,316	199
3 PM	26	6	174,337	3	6,705	47
4 PM	19	5	441,462	8	23,235	163
5 PM	8	2	91,158	2	11,395	80
6 PM	7	2	97,431	2	13,919	98
7 PM	5	1	3,681	0	736	5
8 PM	4	1	1,881	0	470	3
9 PM	3	1	93,378	2	31,126	219
10 PM	6	1	241,238	4	40,206	283
11 PM	4	1	3,013	0	753	5

Claim Lag Time



Claim Lag Time

Claim Number	Claimant	Incident Date	Insured Reported	Days between Incident/Reported	Adjusting Loc. Received	Days between Reported/Received	Days between Incident/Received
		Grand Total: 697	Median Lag Time:	0.00		3.00	5.00
			Average Lag Time:	8.63		21.48	30.15

Claim Status Report

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Claim Status Report

Date of Last Report	:		**Adjusting Office**	:	$adjusting_office_city$
Claimant Name	:	$claimant_name$	**Claim Number**	:	$claim_number$
Employer	:	$insured_name1$	Date of Loss	:	$incident_date$
Excess Carrier	:	$insurer_name$	Current Claim Type	:	$claimant_type_desc$
Retention Level	:	$$sir_occurrence_limit$	Employer's DOK	:	$employers_knowledge_date$
Jurisdiction	:	$jurisdiction_description$	Reported to TPA	:	$incident_reported_date$
			Date of Birth	:	$claimant_birth_date$, (Age: $claimant_age$)
Defense Attorney	:	$defense_attorney_firm_name1$	Date of Hire	:	$hire_date$
Applicant's Attorney	:	$claimant_attorney_firm_name1$	Termination Date	:	$claim_employee_termination_date$
WCAB Venue	:	$wcab_city$	Occupation	:	$occupation_desc$
			Org Level 1	:	$org1_desc$
			Org Level 2	:	$org2_desc$

	Paid	Outstanding	Total Incurred	Recovery
Medical	$$payment_amount1$	$$outstanding_amount1$	$$reserve_amount1$	$$payment_no_reserve1$
Temp. Disability/Depo.	$$payment_amount2$	$$outstanding_amount2$	$$reserve_amount2$	$$payment_no_reserve2$
PD Indemnity	$$payment_amount3$	$$outstanding_amount3$	$$reserve_amount3$	$$payment_no_reserve3$
Rehab	$$payment_amount4$	$$outstanding_amount4$	$$reserve_amount4$	$$payment_no_reserve4$
Expense/Legal	$$payment_amount5$	$$outstanding_amount5$	$$reserve_amount5$	$$payment_no_reserve5$
Other (Penalties)	$$payment_amount6$	$$outstanding_amount6$	$$reserve_amount6$	$$payment_no_reserve6$
Totals:	**$$total_payment_amount$**	**$$total_outstanding_amount$**	**$$total_reserve_amount$**	**$$total_payment_no_reserve$**

Description of Injury (*Include Compensability Status-Accept/Delay/Denial, List Accepted & Disputed Body Parts)*:

Medical Status/MPN/Apportionment/Subrogation/Investigation/Legal Status (*Include Initial & Current DX,TX,RTW, Disability, Diagnostics, Surgeries, QME/AME, ISO, Surveillance, Hearings, Trials*):

Claim Status Report

Indemnity: ☐ *DOES NOT APPLY AT THIS TIME*

AWW: $$average_weekly_wage$

TTD Rate: $$temporary_disability_rate$

PD Rate: $$permanent_disability_rate$

TTD Paid To Date: $$payment_amount2$

PD Paid to Date: $$payment_amount3$

Season Start Date:_____ Season End Date:_____

TTD Period Paid:_____ PPD Period Paid:_____

Overpayment Period:_____ Overpayment Amount:_____

Overpayment Recovery or Credit Plan:

Settlement Status/Resolution Strategy: ☐ *DOES NOT APPLY AT THIS TIME*

MMI Date: $permanent_stationary_date$

TTD Rate: $$temporary_disability_rate$

PD Rate: $$permanent_disability_rate$

Settlement Date: $settlement_date$ Settlement Type: $claimant_settlement_code$ Settlement Amount: $$settlement_amount$$

Resolution Strategy:

Liens *(Include lienholders, Claimed Amount, Bill review Values, Demand/Offers):* ☐ *DOES NOT APPLY AT THIS TIME*

Lien Holder	Lien Amount	Review Allowance	Demand	Offer	Lien Status

Plan of Action/Claim Strategy:

Prepared by: $examiner_first_last_name$ **Office:** $adjusting_office_city$ **Date:** $date$

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EXHIBIT 2

Stewardship Report

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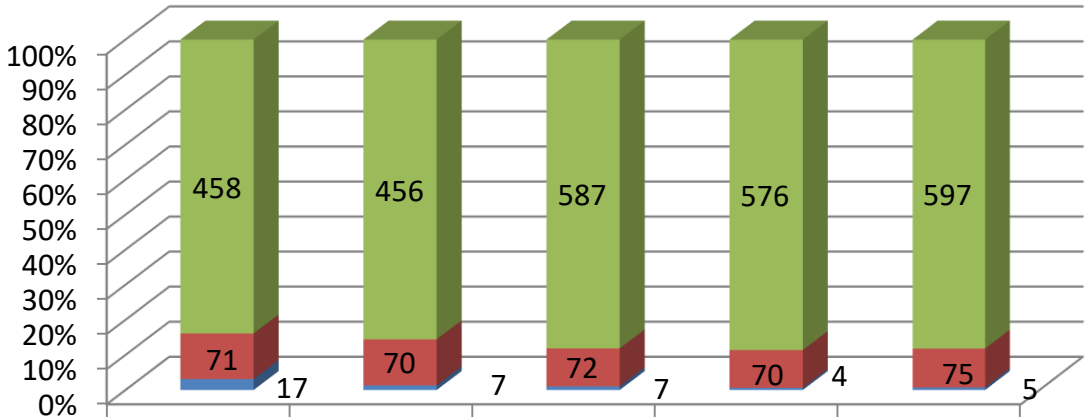
SAMPLE

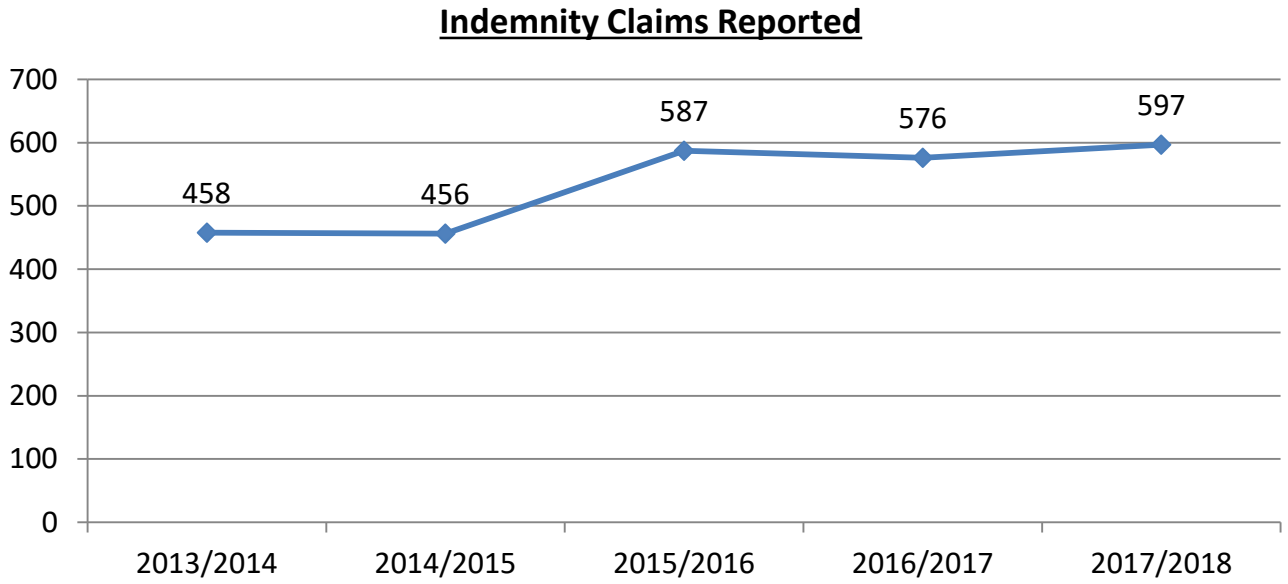
Annual Stewardship Review

Five Year New Claims Comparison



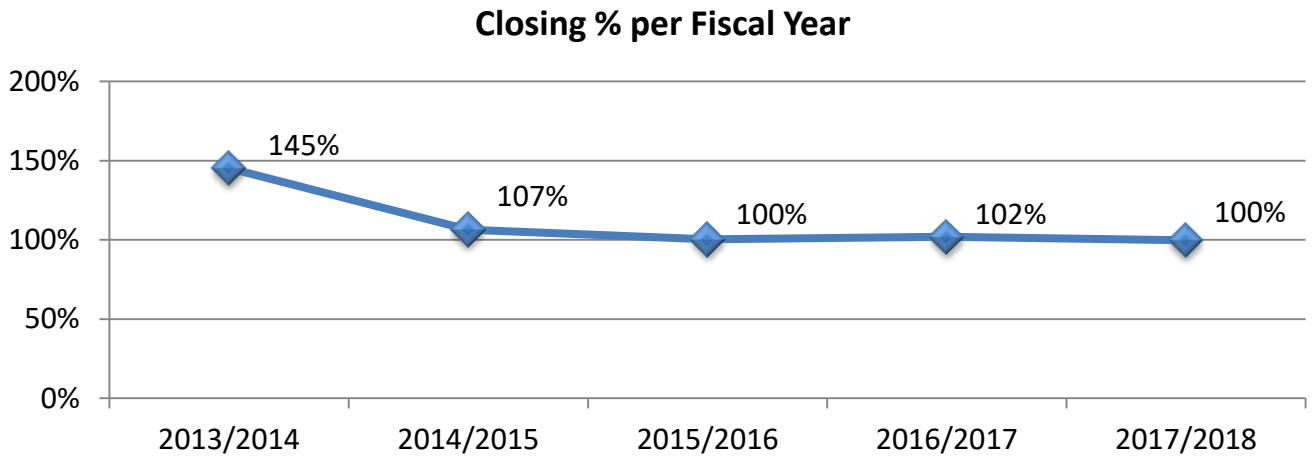
	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Indemnity	458	456	587	576	597
Medical Only	71	70	72	70	75
First Aid, Info Only	17	7	7	4	5

Frequency: New claim frequency increased 4.1% in FY 2017/2018.

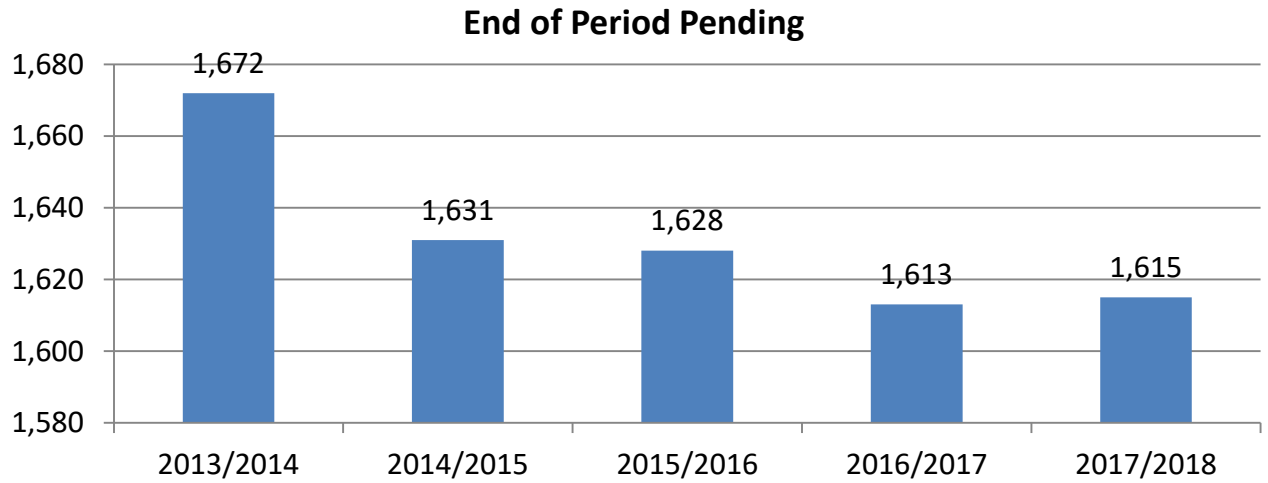


Severity: The above graph shows a five year history of new indemnity claims, ending in a 3.6% increase in FY 2017/2018.

Closing & Pending Inventory



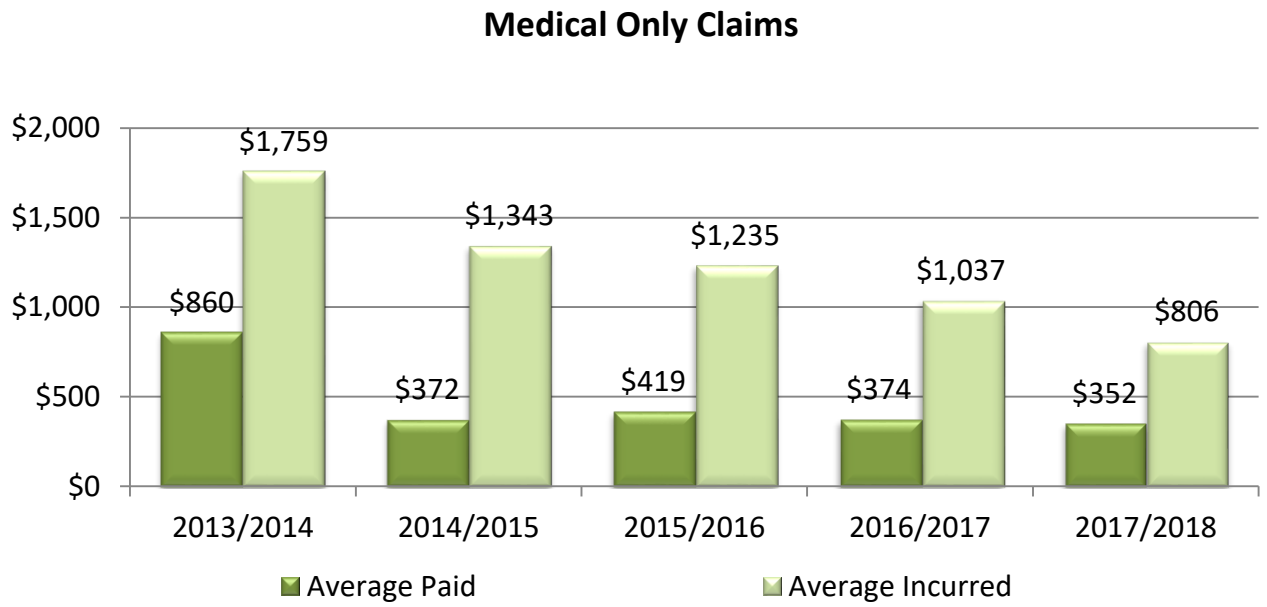
Fiscal Year	Beginning of Period Pending	New Claims Reported	Claims Closed	Claims Reopened	End of Period Pending
2013/2014	1,973	546	967	120	1,672
2014/2015	1,672	533	669	95	1,631
2015/2016	1,631	666	758	89	1,628
2016/2017	1,628	650	754	89	1,613
2017/2018	1,613	677	754	79	1,615



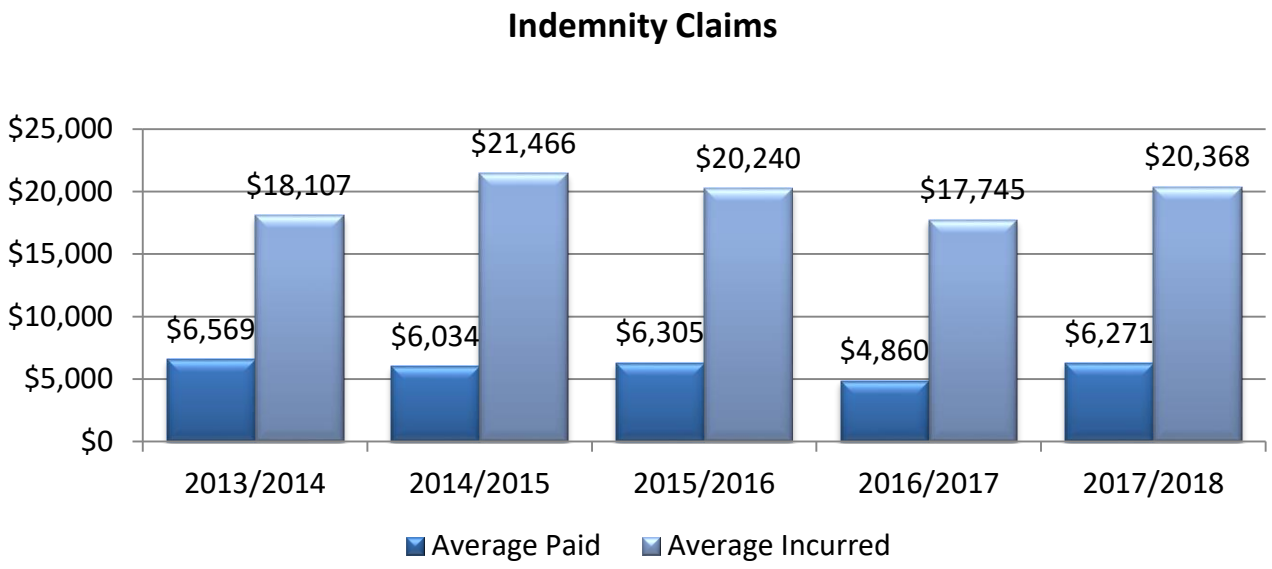
Pending inventory is almost flat at the end of the FY with only a slight increase.

Avg Paid & Incurred Per Claim

For New Claims Reported in the Program Year Only



The average paid per medical only claim declined for the second year in a row ending in a 5.9% reduction in FY 2017/2018, whereas the total incurred is showing a steady decline over the last five years.

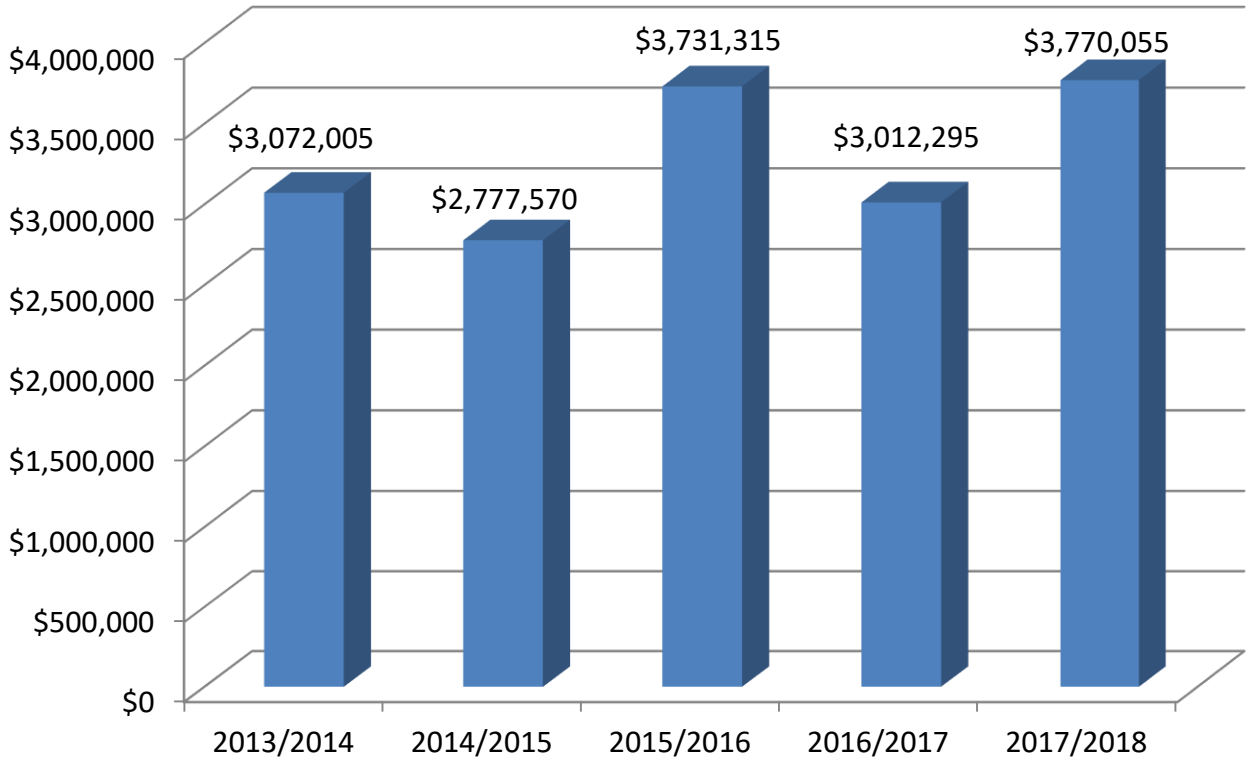


The average paid per indemnity claim increased 29% in FY 2017/2018, however, is consistent with the average paid in the last five years.

In California, the average cost of a 2017 indemnity claim is estimated to be $77,036.

Payment Distribution

For New Claims Reported in the Fiscal Year Only

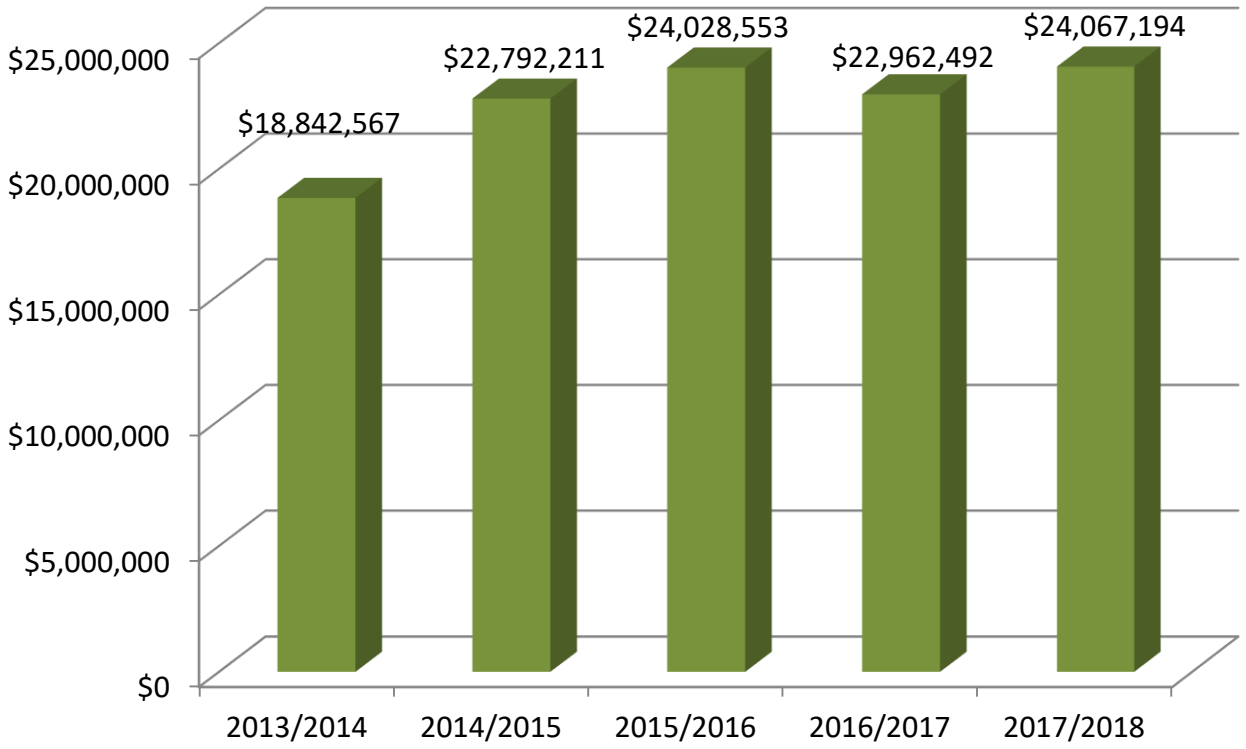


	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Medical	$864,619	$736,857	$1,140,593	$665,482	$1,038,468
Indemnity	$2,139,963	$1,894,012	$2,465,772	$2,250,972	$2,615,468
Legal/Expense	$67,424	$146,701	$124,950	$95,842	$116,119
Total	**$3,072,005**	**$2,777,570**	**$3,731,315**	**$3,012,295**	**$3,770,055**

The program has experienced an overall increase in first year claims of 25.2%.

Payment Distribution

For All Claims Paid in the Fiscal Year



	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Medical	$6,901,307	$8,682,171	$8,869,699	$7,485,443	$7,086,744
Indemnity	$11,266,803	$12,602,274	$13,522,766	$13,969,511	$15,545,654
Legal/Expense	$674,458	$1,507,766	$1,636,088	$1,507,538	$1,434,796
Total	$18,842,567	$22,792,211	$24,028,553	$22,962,492	$24,067,194

The total paid for all claims during the year increased by 4.8% in FY 2017/2018.

Claims Report Card

Fiscal Year Performance Comparison

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Claims Inventory:					
Frequency: (New Claims Reported)	546	533	666	650	677
Severity: (MO to Indemnity Ratio)	16%:84%	13%:87%	11% :89%	11%:89%	11%:89%
Pending Inventory:	1,672	1,631	1,628	1,613	1,615
Average Duration: (First Year Claims)	87.96	98.15	97.54	83.6	88.8
Average Duration : (Pending Inventory)	2,259	2,227	2,231	2,065	2,125
Average Paid:					
All Claims:	$5,803	$5,281	$5,662	$4,374	$5,610
Total Paid During the FY :					
All Payments Processed:	$18,842,567	$22,792,211	$24,028,553	$22,962,492	$24,067,194
Litigation and Denial Rates:					
Litigation Rate:	18.6%	12.9%	12.1%	12.3%	12.9%
Denial Rate:	25.1%	32.5%	29.1%	31.4%	29.0%

2017/2018 Program Successes

- **Settlements** – Collaboratively settled 31 claims by compromise and release in FY 2017/2018. With the continued longevity of employees who work for you and come back to work, this is a successful result achieving final resolution.

- **Recoveries** – Recovered $114,913 during the FY 2017/2018.

- **Quarterly Claim Reviews** – conducted four quarterly claim reviews on the program with each Intercare adjuster. Claims are reviewed based on mutual agreement prior to the review date on-site at our office.

- **Quarterly Program Review Meetings** – discuss the overall program performance, trends, settlements, concerns and short term goals for the next quarter.

- **Program Closing Performance** – Achieved an overall closing ratio of 100%. The increase in new indemnity losses makes this accomplishment a challenging task.

- **Pharmacy Benefit Management** – We have fully implemented the PBM program. This program allows for a faster method of authorizing and filling prescriptions. Program components include predictive modeling and opportunities to reduce overall drug spending.

2018/2019 Program Goals and Recommendations

1. Jointly establish program goals in the following KPI areas for the coming FY:
    A. Reduce open claims inventory for claims reported prior to 6/30/15 by _____%.
    B. Reduce the average duration of claims for the pending inventories by _____%.
    C. Reduce the total paid for the program by _____%.

2. Maintain program staffing stability to ensure familiarity and continuity of institutional knowledge on the program.

3. Improve penetration of the nurse triage program throughout all departments.

4. Jointly establish further program goals for FY 2018/2019:
    A. Safety & Loss Control Training
        A. Raise Awareness at the Employer level
    B. Review return to work in modified duty capacity protocols (TWP).

Intercare has made every effort to ensure the accuracy of information included in this report. Opinions on financial or legal matters are those of Intercare staff and professional counsel should be consulted before any action or decision based on the material provided.

We are committed to our values

- **I**ntegrity supports transparency
- **C**ollaboration reinforces our passion for customer satisfaction
- **A**ccountability promotes responsibility
- **R**espect inspires people to do the right thing
- **E**xcellence drives our outcomes

Thank You!

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EXHIBIT 3

Resumes

Agnes Hoeberling

President and CEO

Agnes joined Intercare in November 2005 as its Chief Operating Officer. She was promoted to President of Intercare Holdings, Inc. in June 2017 and, most recently, assumed the CEO role in January 2020.

Agnes is an industry veteran who is recognized as an inspirational leader who motivates staff to attain peak performance and to do what is right. Her progressive leadership role is directly linked to attainment of key business goals and objectives. She has a distinguished record of success and achievement over 40+ years in the insurance and risk management industry. Her operational experience includes managing workers' compensation, personal disability, general liability, USL&H, bill review, case management, utilization review, and special investigation units. She has held various leadership positions in both medium-sized and large national third party administrators. Prior to joining Intercare, she was a Senior Vice President for the western region of a large national TPA. In that role, she managed a region of over 500 employees.

As Intercare Holdings Inc.'s President and Chief Executive Officer, Agnes is responsible for the overall direction of IHI, including ensuring the organization's policies and overall operational result in terms of employee and client satisfaction, regulatory compliance, and financial stability are within the parameters set by the IHI Board.

Agnes holds a Bachelor of Science in Accounting from Divine Word College in the Philippines. In addition to holding a Qualified Manager's license in California from the Department of Insurance, she is also licensed as a general adjuster in several states.

Industry Experience

• Intercare Holdings, Inc. – President and CEO	2020 to Present
• Intercare Holdings, Inc. – President	2017 to 2019
• Intercare Holdings Insurance Services, Inc. – EVP & COO	2005 to 2017
• Cambridge Integrated Services Group, Inc. – Sr. VP of Western Region	2003 to 2005
• Cambridge Integrated Services Group, Inc. – VP, Claims Operations	2000 to 2002
• Cambridge Integrated Services Group, Inc. – Director of Client Services	1998 to 2000
• Presidium, Inc. / Hertz Claims Management – Division Manager	1993 to 1998
• Hertz Claims Management – Claims Manager	1989 to 1993
• Bierly and Associates – Claims Supervisor	1986 to 1989
• Various Organizations – Claims Adjuster	1980 to 1986

Education/Certifications

- Bachelor of Science – Accounting
- State of California Qualified Manager's License
- Independent Adjuster License – Various States
- Self-Insurance Administrator Certificate, State of California
- Workers' Compensation Claims Professional Designation
- Workers' Compensation Claims Administrator Certificate

Alan Avriett

Vice President and Chief Information Officer

Alan Avriett began working with Intercare in May 2006 and oversees the operations of human resources, information technology, and facilities management. Alan has been in the insurance industry for over 30 years in carrier, brokerage, and third party administrator operations.

Alan began his career as a programming manager with Ranger Insurance, where he was responsible for over 40 programmers and analysts. In 1987, Alan became the AVP of Corporate Applications for American International Group in New York, with responsibility for corporate reporting systems and the programming support of the workers' compensation program. Alan was the manager of over 60 IT professionals with operations in multiple states.

In 1991, Alan joined the Galtney Group, whose professional liability insurance operations included Western Indemnity Insurance and Healthcare Insurance Services. Alan's responsibilities included all aspects of information technology as well as responsibility for human resources and facilities management for over 315 employees and 13 locations in the U.S. In 2001, Alan joined A.J. Gallagher as Senior Vice President of Administration in connection with the sale of Healthcare Insurance Services.

Industry Experience

• Intercare Holdings Insurance Services, Inc. – Vice President and CIO	2006 to Present
• A.J. Gallagher – Senior Vice President of Administration	2001 to 2006
• Galtney Group – Information and Technology	1991 to 2001
• American International Group – AVP of Corporate Applications	1987 to 1999

Education/Certifications

- University of South Carolina – Bachelor of Science in Computer Science

Jodi Ellington

Chief Financial Officer

Jodi joined Intercare in February 2021 as its Chief Financial Officer. She has over 20 years of financial and accounting experience in the TPA industry.

Jodi is an experienced executive finance leader dedicated to developing collaborative efforts between and among all departments of an organization and identifying and executing process improvements. As Intercare Holdings Inc.'s Chief Financial Officer, Jodi is responsible for the all finance and accounting functions. She served as Chief Financial Officer of a medium-sized national third party administrator previously for 16 years. In addition to managing the accounting and finance department, her former responsibilities include managing HR, IT and Shared Services.

Jodi holds a Bachelor of Science in Business Administration with an Accounting option from California State University, Hayward. She is a licensed Certified Public Accountant with the State of California.

Industry Experience

• Intercare Holdings, Inc. – CFO	2021 to Present
• Athens Administrators - CFO	2006 to 2021
• Athens Administrators – VP Finance	2004 to 2006
• Kaiser Permanente – Asst Controller, Financial Shared Services	2003 to 2004
• Kaiser Permanente – Sr. Accounting Manager	2000 to 2003

Education/Certifications

- Bachelor of Science – Business Administration, Accounting Option
- Certified Public Accountant – California State Board of Accountancy

Jon Lord

Chief Revenue Officer

Jon joined Intercare as chief revenue officer in 2020. In this role, he works with the senior executive team on company-wide and individual-sourced business development opportunities, sales team management, and ongoing development of our strategic marketing plan.

Jon brings over 25 years of sales and marketing leadership and management experience to his role with Intercare. He has a fundamental understanding of how the claims administration business operates and a strong understanding of marketing and developing these services. Jon began his career as a claims adjuster in 1999, when he was recruited by Keenan and Associates, who later promoted him to regional manager. In that position, he managed a team of 30 claims administration professionals. He then joined the business development team at Keenan in 2002.

Jon most recently served as Vice President of Business Development at Sedgwick/York Risk Services, a national TPA. During his ten-year tenure there, Jon was responsible primarily for public entity business development in the western region and for strategic sales for York's national public entity pooling business.

Industry Experience

- Intercare Holdings Insurance Services, Inc. – Chief Revenue Officer — 2020 to Present
- Sedgwick – Vice President, Business Development — 2019 to 2020
- York Risk – Managing Vice President — 2010 to 2019
- Keenan – Vice President Sales, Southern Region & Claims Manager — 1999 to 2002

Education/Certifications

- Cal State Fullerton, BA in Psychology

Maggie Jaltorossian

Senior Vice President, Workers' Compensation Division

Maggie began her career in workers' compensation in 1989 at an insurance carrier. She was quickly promoted to a claims adjuster in 1990. In 1993, she began working for a TPA handling the Los Angeles Metropolitan Transit Authority. After attaining her Self Insured Certificate, Workers' Compensation Claims Administration Certificate, and other claims-specific certifications, she was promoted to a claims supervisor in 1994. Maggie advanced to an assistant manager position shortly thereafter. In 2003, she became a regional claims manager at Cambridge Integrated Services overseeing programs for public and private entities.

Maggie began her employment with Intercare Insurance Services in January of 2006 managing the self-insured and insured programs in Glendale, California. Her experience includes public and private entities, self-insured and insured programs, school districts, municipalities, cities, safety personnel, sanitation districts, and transit authorities. As AVP of Claims & Client Services, Maggie consistently achieved some of the best PAR audit results in California and improved customer satisfaction while leading her team to continued success. Maggie also provided oversight and management of client services and account management, client reporting, new client implementation, intake and policy maintenance, special investigations, audits, compliance, and training. In her current role as the Senior Vice President of the Workers' Compensation Division, Maggie is responsible for managing Intercare's Workers' Compensation Operational Division by ensuring that the claims division is compliant with applicable statutes and company standard operating procedures. She works closely with her staff and clients to ensure that all contractual provisions are being followed.

Industry Experience

• Intercare Holdings Insurance – Senior Vice President of Workers' Compensation	2017 to Present
• Intercare Holdings Insurance – Vice President of Corporate Services	2016 to 2017
• Intercare Holdings Insurance Services – AVP Claims & Client Services	2006 to 2016
• Cambridge Integrated Services – Regional Manager	2003 to 2006
• Cambridge Integrated Services – Assistant Claims Manager	2001 to 2003
• Hertz Claim Management – Claims Supervisor	1994 to 2001
• Hertz Claim Management – Claims Adjuster	1993 to 1994
• Pacific States Casualty – Claims Adjuster	1989 to 1993

Education/Certifications

- Workers' Compensation Claims Professional Designation
- Workers' Compensation Claims Associate Certificate
- Self-Insurance Certificate
- ARM 54 & ARM 55
- Field Claims Service Phase Training
- Utah Adjuster License
- Arizona Adjuster License

Jayne Miller

Senior Vice President, Managed Care Division

Jayne joined InterMed Cost Containment Services in 2019 as Senior Vice President of Managed Care. In this position, she is responsible for managing all InterMed locations, promoting profitability, ensuring client satisfaction, and maintaining compliance with state regulations and carrier/client guidelines. Her responsibilities include managing special projects that have an impact on overall managed care operations. She is responsible for all medical bill re-pricing, utilization review, case management, preferred provider organizations (PPOs), medical provider networks (MPNs), durable medical equipment (DME) networks, and translation services.

Over the course of her career, she has been responsible for managed care and workers' compensation claims services for HealthNet/EOS Group, Sedgwick CMS, and Marquee Managed Care, among others.

Before joining InterMed, Jayne was Vice President of Managed Care at Marquee Managed Care in San Diego, California. As SVP, Jayne managed a claim operation as well as a managed care operation which included bill review, lien resolution/litigation, MPN, utilization review, and clinical case management teams. She also provided expert oversight of PPO/MPN network partners and ancillary service vendors. Her responsibilities also included the development of new product lines and leadership of marketing and sales efforts.

Industry Experience

• InterMed Cost Containment Services – Senior Vice President of Managed Care	2019 to Present
• American Claims Management/Marquee Managed Care – Sr. Vice President, Managed Care	2011 to 2019
• Sedgwick CMS – AVP Cost Containment	2007 to 2011
• Octagon Risk Services/Sedgwick CMS – Medical Services Program Manager	2004 to 2007
• Horizon Managed Care – Network Development Manager	2002 to 2004
• CKM Staffing – Senior Claims Examiner	2002 to 2002
• HealthNet/EOS Group – Business Systems Analyst	2001 to 2002
• HealthNet/EOS Group – PPO Development Manager	1996 to 2001
• Foundation Health – Bill Review Manager	1994 to 1996
• Hartford/SRS Insurance – Senior Claims Examiner	1989 to 1994

Education/Certifications

- American River College
- Crystal Reports Beginning and Advanced
- IEA certificate
- IEA ARM 54
- IEA ARM 55
- IEA ARM 56
- Litigation/Hearing Rep Training
- Expert Bill Review Designation/Department of Insurance

Amy Evans

Executive Vice President, Liability Division

Amy started her career as a paralegal at the University of North Texas, where she assisted the University's General Counsel and State Attorney General's Office with claims and litigation inherent to a public university and medical school. After graduating from law school, Amy began private practice in Houston, where she was a first party insurance defense trial attorney concentrating on bad faith, coverage, arson, and fraud litigation involving all lines of coverage. During this time, Amy developed invaluable experience interpreting and litigating coverage issues for both domestic carriers and Lloyd's syndicates.

In 1999, Amy began to focus on the national oversight and management of claims and litigation in the healthcare industry. Clients included hospitals, national physician and nursing companies, locums and allied health organizations, life sciences institutions, long term care facilities, and behavioral health and addiction medicine programs. Amy most enjoys helping clients and their patients/customers navigate through difficult and often unanticipated situations. Helping develop creative solutions to challenging problems and easing the stress and angst facing her clients are the most rewarding aspects of Amy's career so far. She has developed strong relationships with leading national counsel on both sides of the bar and focuses on bringing early and alternative options to her clients to achieve the most timely and financially favorable results possible.

Whether it is providing consulting services on commercially insured programs or serving as the client's full service claims team for all areas of liability within self-insured and captive programs, Amy and Intercare's Liability Team are working hard to employ creative solutions to protect their clients' cultural and fiscal capital.

Industry Experience

- Intercare Holdings, Inc. – Executive Vice President, Liability Division — 2019 to Present
- Western Litigation, Inc. – Executive Vice President — 1999 to 2019
- Nistico & Crouch / Taylor & Taylor – Associate Attorney — 1996 to 1999

Education/Certifications

- University of North Texas – BS, Criminal Justice & Political Science
- University of Houston, Juris Doctor
- Law License: TX
- Independent Adjuster Licenses: AL, AK, AZ, AR, CT, DE, FL, GA, ID, IN, KY, LA, ME, MI, MN, NV, NH, NM, NY, NC, (OH does not require licensure), OK, OR, SC, UT, WA

Danielle Buri

Senior Vice President of Client and Shared Services/Account Manager

Danielle began her career with HIH Insurance/Intercare in 1992. Danielle handled workers' compensation claims from 1995 to 1999, was a claims supervisor for the following three years, and in 2001, Danielle was promoted to branch claims manager. In March of 2007, Danielle transitioned to the account management division of Intercare. Her client services and claims management background helped keep our customers satisfied and ensured their needs were met. She was promoted to Director of Client Services in April 2009, and again in October 2016 to VP of Client and Shared Services. Her experience includes public and private entities, self-insured and insured programs, school districts, municipalities, cities, safety personnel, utility districts, restaurant groups, agricultural groups, and auto dealerships, among other industries. She has over 11 years of experience handling and managing public entity claims.

As SVP of Client and Shared Services, Danielle functions as the lead implementation manager for new business and provides support to operations in a client service setting.

Danielle's professional education includes an Insurance Educational Association (IEA) certificate, Workers' Compensation Claims Professional (WCCP) designation, Workers' Compensation Claims Administrator (WCCA) certificate, and Self-Insured Certificate. Danielle previously served on the board of Valley Industrial Claims Association (VICA). She also attends various seminars each year to continue her education and retain her WCCP designation. She is still actively involved in the training and mentoring of Intercare staff.

Danielle's excellent organizational and communication skills make her a perfect fit for the role of account manager.

Industry Experience

• Intercare Holdings Insurance Services, Inc. – Senior VP Client Services	2020 to Present
• Intercare Holdings Insurance Services, Inc. – VP Client and Shared Services	2016 to 2020
• Intercare Holdings Insurance Services, Inc. – Director of Client Services	2009 to 2016
• Intercare Holdings Insurance Services, Inc. – Account Manager	2007 to 2009
• Intercare Holdings Insurance Services, Inc. – Claims Manager	2001 to 2007
• HIH Insurance / Intercare Holdings Insurance Services, Inc. – Claims Supervisor	2000 to 2002
• HIH Insurance / Intercare Holdings Insurance Services, Inc. – Claims Adjuster	1995 to 1999
• HIH Insurance / Intercare Holdings Insurance Services, Inc. – Claims Assistant	1992 to 1995

Education/Certifications

- State of California – Self-Insurance Administrator Certificate
- Insurance Educational Association – Workers' Compensation Claims Professional Designation
- Insurance Educational Association – Workers' Compensation Claims Administrator Certificate
- Insurance Educational Association – IEA Certificate

Ernesto Acosta

Claims Manager

Ernesto Acosta began his career in workers' compensation in 1991 at Hertz Claims Management working on self-insured accounts. He transferred to the LACMTA account with Presidium, formerly Hertz Claim Management, in 1994. He handled the Transit Authority until 1998, when he was transferred to Cambridge Integrated Services Group as a claims supervisor. He continued to supervise a unit of 10 adjusters handling cities, self-insured accounts, school districts, and insured programs.

Ernesto joined Intercare Holdings Insurance Services, Inc. as a claims supervisor in April 2006. His experience includes transit authorities, municipalities, school districts, and private self-insured and insured employers. He currently supervises multiple jurisdictions, including California and Texas, as well as the following insured and self-insured programs: Riverside Transit Agency, City of Ventura, Hacienda La Puente Unified School District, Pico Insurance, Redlands Community Hospital, and Westlake Financial.

Ernesto's primary duty as a claims manager is to mentor and educate the staff on any new changes in the law, maintain supervisory diary and direction on all claims, and direct the adjusters on complying with the client and Best Practice requirements. He attends file reviews and conferences with the clients and provides excellent claims handling and customer service to our client partners.

Ernesto is bilingual in English and Spanish.

Industry Experience

• Intercare Holdings Insurance Services, Inc. – Claims Manager, Assistant Claims Manager	2006 to Present
• Intercare Holdings Insurance Services, Inc. – Claims Supervisor	2006 to 2015
• Cambridge Integrated Services – Claims Supervisor	2004 to 2006
• Cambridge Integrated Services – Senior Claims Adjuster	1999 to 2004
• Crawford & Company – Senior Claims Adjuster	1998 to 1999
• Hertz Claims Management – Jr. Claims Adjuster	1996 to 1998
• Hertz Claims Management – Senior Claims Assistant	1995 to 1996
• Hertz Claims Management – Claims Assistant	1991 to 1995

Education/Certifications

- Insurance Education Association – Workers' Compensation Claims Professional Certificate
- Insurance Education Association – Workers' Compensation Claims Associate Certificate
- California Office of Self-Insurance Plans – California Self-Insured Certificate

Dana Geery

Claims Supervisor

Dana began her career in the workers' compensation industry as a claims assistant in December of 1997 with Paula Insurance. She joined Intercare Holdings Insurance Services, Inc. as a claims adjuster in 2002, handling claims for an insured program for various types of industries, including agriculture, transportation, steel work, home health care, and food service. In 2014, Dana was promoted to a claims supervisor position and currently oversees a team of five claims adjusters.

Dana has handled private and public self-insured accounts, including California Insurance Guarantee Association, California Healthcare Industry Program, Sussex, Arrow Point, Valero, Redlands Community Hospital, Empire Films, and City of Ventura.

Dana's primary duty as a claims supervisor is to mentor and educate the staff on any new changes in the law, maintain supervisory diary and direction on all the claims, and direct the adjusters on complying with client and Best Practice requirements. She attends file reviews and conferences with clients and provides excellent claims handling and customer service to our client partners.

Dana is the primary claims supervisor overseeing multi-state accounts. She has many years of experience handling national accounts and all jurisdictions. She provides excellent supervision to the out-of-state adjusters and technical support as needed.

Industry Experience

• Intercare Holdings Insurance Services, Inc. – Claims Supervisor	2014 to Present
• Intercare Holdings Insurance Services, Inc. – Sr. Claims Adjuster	2010 to 2014
• LWP – Claims Adjuster	2008 to 2010
• Intercare Holdings Insurance Services, Inc. – Claims Adjuster	2002 to 2008
• Paula Insurance – Claims Assistant	1997 to 2002

Education/Certifications

- Self-Insurance Administrator Certificate – State of California
- Workers' Compensation Claims Administrator (WCCA) Designation
- Workers' Compensation Claims Professional (WCCP) Designation

Saul Rodriguez

Claims Adjuster

Saul began his career in workers' compensation in 2015 after obtaining his bachelor's degree in Communication Studies. He began as a claims processor and was quickly promoted to a claims assistant in 2016. Shortly after being hired at Intercare, he was promoted to a claims examiner due to his dedication to customer service and aspirations to continue to grow within the company and industry.

Saul has an understanding of risk assessment and overall savings of claim cost due to his experience as a junior examiner and medical only adjuster with Third Party Administrators as well as self-insured entities. He has handled both public and private entity accounts at all levels of claim complexity. He has experience with LC4850 and the regulations affecting safety officers.

Currently, Saul is responsible for an active future medical caseload of claims, medical only claims, and Arizona medical only and indemnity cases. He is aggressive in claims handling and management of claims to help reduce pay-out and lower litigation costs. He is known for his excellent customer service, aggressive claims handling, and exceptional communication skills. He works closely with his colleagues and treats them as a team to ensure all claims are administered and resolved in the most cost-effective manner and in compliance with the California Labor Code, Intercare Best Practices, and client service instructions.

Saul is bilingual in English and Spanish, which is of great value in communicating with the various parties to a claim. Utilizing his degree in communication, he has excelled in intrapersonal and interpersonal relationships, which allows him to have a great rapport with all parties associated with a claim.

Industry Experience

- Intercare Holdings Insurance – Claims Examiner — 2018 to Present
- Intercare Holdings Insurance – Claims Assistant — 2017 to 2018
- Insurance Companies of the West – Claims Assistant — 2015 to 2017

Education/Certifications

- Insurance Education Association CA- 10
- Insurance Education Association CA- 11
- Insurance Education Association CA- 14
- Cal State University, Northridge – Bachelor of Arts, Communication

Lionel Nguyen

Claims Assistant

Lionel began his career with Intercare in 2014 as a data entry and file clerk. In this role, his responsibilities included opening and indexing incoming mail, attaching mail to claim files, and delivering mail to claim examiners. In addition, he maintained and prepared claim files for claim examiners to present at insured claim reviews. Lionel was also responsible for setting up new claims for Intercare.

In 2019, Lionel was promoted to the role of claims assistant. In this role, he provides claim support services to three examiners on various accounts handling public entity and insured programs. He also conducts medical status calls to the medical providers, accurately issues compensability payments benefits notices to injured worker, and enters any other required data into Intercare's Claims Enterprise system, formerly known as IVOS. He assists examiner's with file and serve letters, solicits medical reports, issues objection letters, and pays bills for clients.

Lionel is bilingual in English and Vietnamese.

Industry Experience

- Intercare Holdings Insurance – Claims Assistant — 2019 to Present
- Intercare Holdings Insurance – Data Entry/File Clerk — 2014 to 2019

Education/Certifications

- Insurance Education Association CA- Workers' Compensation 101

Laura Pulido Gannon

Account Manager

Laura joined Intercare Holdings Insurance Services in January of 2018. Laura started her tenure with the Business Development team and later moved to Client Services. While in Business Development, Laura was responsible for generating new leads and converting them into opportunities and also crafted responses to requests for proposals (RFPs). Laura also marketed Intercare's TPA and Managed Care Services directly to Risk Managers, Brokers, and Insurers, both locally and nationally, and in both the public and private sectors. She represented Intercare at industry events, educational forums, and other network-building opportunities. In the client service division, Laura now manages several of Intercare's clients from a complete account management perspective.

The past 10 years have been a combination of account management and business development roles for Laura. Her expertise in fostering relationships to become a trusted advisor and resource gives her the ability to quickly understand client pain-points and identify where to tweak current programs and/or present alternatives, if appropriate. Prior to joining Intercare, Laura led Client Relations for one of California's largest workers' compensation defense firms. It was there that she started using analytics to compare and measure the performance and cost of programs, as well as look at trends by claim type, injury, and attorney, among other indicators. She was also that firm's dedicated account manager, with oversight of specific accounts as the client-requested contact.

Laura is always looking to learn, and her extensive experience in claims handling, client relations, and sales has given her a different approach to account management, which she now brings to Client Services at Intercare. Laura understands that she is the liaison between Intercare's clients and the claims team, which includes brokers, carriers, and consultants. Her approach is to understand the client's program holistically, in order to identify potential improvements. While she has always enjoyed Business Development, Laura eagerly took on the challenge of Client Services in 2020. As an Account Manager, Laura is responsible for customer service, including generation of statistical reports, preparation of stewardship reports, and overall client support..

Industry Experience

• Intercare Holdings Insurance Services – Account Manager	2020 to Present
• Intercare Holdings Insurance Services – Director of Business Development	2018 to 2020
• LFLM – Director Of Client Relations	2015 to 2018
• Medex – Account Executive	2014 to 2015
• HCRG – Director Of Business Development and Client Relations	2012 to 2014
• Lien On Me – Director Of Sales	2010 to 2012

Education/Certifications

- Associate in Risk Management (ARM) – In Progress
- Adjuster – Workers Compensation, State of Nevada
- Sierra College
- University of Guadalajara
- San Joaquin Delta College

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10D**

To: **Mayor Mark Chirco & Members of the City Council**

Presented By: **Chelsi A. Wilson, Executive Assistant/Benefits Coordinator**

Subject: **General Liability Claims Administration**

SUMMARY

This report recommends approval of an agreement with George Hills for third-party administration services for the City's self-insured general liability program and recommends a policy that establishes authority to settle claims.

RECOMMENDATION

Approve the Mayor to enter into a Professional Services Agreement with George Hills for third-party administration services for the City's self-insured general liability program.

BACKGROUND

The City's general liability program has been administered by George Hills through PRISM (formerly CSAC) since 2016. The City has reached the limit of extending the terms of the current agreement.

Therefore, the City issued a Request for Proposal ("RFP") seeking Third-Party Administration ("TPA") services to administer the City's General Liability Program. An RFP is evaluated differently than an Invitation to Bid. Public agencies that issue an Invitation to Bid have defined a specific scope of work for which they are requesting bid prices, making the decision based on price alone. In other words, the bidder with the lowest price, who has submitted a responsive bid (on time, signed, bid on all items, bid guaranty included if required, etc.) are customarily awarded the contract. With an RFP, price is part of the evaluation criteria that will determine which firm is awarded the contract, but the evaluation criteria also includes experience, qualifications, and approach to the work. The firm submitting the lowest price may not have the highest number of overall points and may not be the one awarded the contract. Conversely, in an RFP a firm submitting a high price may end up being awarded the contract based on receiving more points for the evaluation criteria for experience, qualifications, and approach.

DISCUSSION

On March 15, 2021 a Request for Proposal ("RFP") 2021-03 was issued for Third-Party Administration ("TPA") services to administer the City's General Liability Program. The City received proposals from George Hills Company, Carl Warren & Company, and John M Beringer Jr. DBA.

Section 2.60.140 of the City's Municipal Code states that contracts for professional services "shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, qualifications, and suitability for the project in general. The city may consider the cost of personal, professional, or consulting services if…the city council…determines it to be a relevant factor under the circumstances."

All proposals were scored and evaluated based on the following criteria:

- Qualifications and Experience
- Project Approach and Service Capacity
- Proposed costs

NAME	ANNUAL ADMIN FEE	YEARLY FLAT FEE	CONVERSION SET-UP FEE	TAKE OVER CLAIMS
Carl Warren & Company	$5,400	$900 Bodily Injury, per claim $500 Property Damage, per claim $50 Per Report	$250	$350
John M. Beringer	$3,000	$40,130	$2,000	none
George Hills	$1,800	$10,000	none	none

Based on the comparisons of the proposals staff recommends that George Hills Company be selected as the City's Third-Party Administrator to administer the City's General Liability Program. George Hills had the lowest pricing and extended a discount and price reduction due to COVID-19 and our recent claims history. George Hills has also served as the City's Third-Party Administrator since 2016 and therefore the firm has a proven track record with the City. George Hills was founded in 1954 and has provided liability and property claims administration services to the public sector for nearly four decades. George Hills Company is one of the most respected and has developed an best-in-class reputation for being highly responsive, proactive, effective communicators, and driven to achieve the best possible claim outcome.

FISCAL IMPACT

The George Hills' proposal represents a potential savings $15,518 from their current contract amount ($27,318). Sufficient funds in the amount of $11,800 have been included in the Proposed Fiscal Year 2021/22 Budget for Third-Party Claims Administration.

Submitted by: Chelsi A. Wilson, Executive Assistant/Benefits Coordinator
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachment: 1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
GEORGE HILLS COMPANY

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 1 day of July 2021 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, ("City") and GEORGE HILLS COMPANY Inc., a California corporation ("Firm"). City and Firm are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that it requires the services of a qualified firm to provide Third Party Administrative Services for General Liability Claims Services. ("Project").

B. Firm has submitted to City a written proposal, dated March 29, 2021, to provide Third Party Administrative Services for General Liability Claims Services for the Project.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

D. City desires to engage Firm to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Third Party Liability Claims Administrative Services Proposal, dated March 29, 2021, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope

of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2rd) the Scope of Services.

1.2 Compliance with Law. All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Firm to perform the Project Services. Firm shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Firm shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 Non-Exclusive Agreement. Firm acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the Schedule of Compensation/Fees which is attached hereto as Exhibit "A" Page 30, not to exceed the annual funding amounts as identified in Exhibit "A" Page 30. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Firm is an essential condition of this Agreement.

3.2 Schedule of Performance. Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or

negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of three (3) years, ending on June 30, 2024 unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: John E. Chaquica. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm 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. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm 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 subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Firm. City will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services 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 Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Firm shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars ($2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The

policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

5.2.1.2 If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000.000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Firm agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Firm shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 Additional Insured. The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Firm, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm's failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or

has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for payments of damages to persons or property.

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

5.9 Insurance for Subconsultants. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS

7.1 Records. Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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 Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City's consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 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.

8.4 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.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

8.6.1 Firm's failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Firm shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm's liability for completion of the Project Services as provided herein.

8.7 Attorneys' 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 attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Covenant Against Discrimination. Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm

will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – GEORGE HILLS COMPANY.

To City:

Chet Simmons, City Manger
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@cityoflosalamitos.org

With copy to:

Michael S. Daudt, City Attorney
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

To Firm:

George Hills Company
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670
john.chaquica@georgehills.com

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto,

or their respective successors, assigns, or grantees.

10.5 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.

10.6 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.7 Third Party Beneficiary. Except as expressly provided 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.

10.8 Recitals. The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.9 Prevailing Wages. Firm 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"). Firm agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 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 NEXT PAGE]

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

"City"

City of Los Alamitos

By:_____
Mark A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Firm"

George Hills Company

By:_____
John E. Chaquica, CPA, MPA, APM
Chief Executive Officer

By:_____
Kim Santan,
Finance Director

EXHIBIT "A"

FIRM'S PROPOSAL/ SCOPE OF SERVICES

DATED: March 29, 2021

Proposal for Third Party Liability Claims Administration Services

Proposal Due: March 29, 2021

Prepared for:
Chelsi A. Wilson
Executive Assistant / Benefits Coordinator
3191 Katella Avenue
Los Alamitos, California 90720

Submitted By:
George Hills
John Chaquica, CEO
P.O. Box 278
Rancho Cordova, CA 95741

GEORGE HILLS
Our minds over your matters.

GEORGE HILLS
Our minds over your matters.

GEORGE HILLS
Our minds over your matters.

TECHNICAL PROPOSAL

GEORGE HILLS
Our minds over your matters.

March 29, 2021

Chelsi A. Wilson
Executive Assistant / Benefits Coordinator
3191 Katella Avenue
Los Alamitos, California 90720

Dear Ms. Wilson:

As Chief Executive Officer of George Hills, I thank you for the opportunity to submit a proposal to continue to provide Third Party Liability Claims Administration services for the City of Los Alamitos. We will continue to provide services that will exceed the City's expectations and requirements.

Excellent claims handling with a focus on the protection of your assets is our aim. We have been in business for 65 years, and throughout that time we have developed a best-in-class reputation for being highly responsive, proactive, effective communicators, and driven to achieve the best possible claims outcome.

History of Organization

George Hills Company was founded in 1954 and has provided liability and property claims administration services to the public sector for nearly four decades. Since its inception, George Hills has expanded, grown, and branched out in ways consistent with our value of continuous improvement.

Qualifications of Firm

George Hills has made public entity casualty claims adjusting its focus. We put forth considerable effort in recruiting, retaining, and training of employees. **George Hills has nearly 150 California cities, a significant percentage of the state's counties both as stand-alone agencies and members of JPA's as customers.**

George Hills emphasis on high quality public entity adjusters and our reputation for excellent client service has led us to the forefront for California Public Entities property and liability claims management. For over half a century, George Hills has specialized in California public entity multi-line claims adjusting (property and liability) while also providing litigation management and investigative services.

In an industry facing complexities and uncertainty on a routine basis, we promise to be a creative problem-solver. With ever-changing laws and regulations, George Hills takes an innovative approach to claims management while staying current and providing comprehensive and tailored services.

George Hills takes extreme care when it comes to our hiring practices, finding only the best and most qualified individuals from our supervisors, to our claims adjusters, to our administrative staff, and all roles in between. In addition to our highly qualified personnel, our claims management system, ClaimsXPress (CXP), provides the City with accurate reports available 24 hours a day, seven days a week. As your partner in claims management, we can customize the handling of your claims to meet your needs.

Statement of Intent

George Hills commits to continue performing TPA services for the City of Los Alamitos. We have reviewed all elements of the RFP and understand the scope of work required. We are willing to execute the City's standard Professional Services Agreement and take no exceptions to this agreement.

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Our minds over your matters.

Fees

Due to Covid 19 and the significant reduction we are proposing a 60% reduction in year one, and 40% in years two and three, from expiring contract.

Our commitment to superior customer service and expert performance is driven by our core values of **honesty/accountability, customer satisfaction, loyalty/commitment, financial stewardship, continuous improvement, and resiliency.** My commitment to you is that you will see and feel the difference.

Respectfully submitted,

John E. Chaquica, CPA, MBA, ARM
Chief Executive Officer, George Hills Company

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Project Understanding

UNDERSTANDING OF THE SCOPE OF WORK

1. **Claims Administration**

TPA must provide comprehensive claims management and administration, including assuming the handling of existing open cases. Duties will include investigation, case management, and settlement negotiations. The responsibilities of the TPA shall include, but not be limited to, the following:

A. Preparation of an individual claim file based on PRISM guidelines which shall include claimant's name, City assigned number, date of loss, description of loss, involved Departments and employees, copy of the claim, complaint, written contact and notes of contact with the Claimant, and all other documents generated by the claim process.

Deliverable: Within one business day of the receipt of a claim, George Hills will create an individual claims file. George Hills will abide by all PRISM guidelines when creating this claims file and include the claimant's name; the City assigned number; the date of loss; a description of loss; the involved departments and employees; copies of the claim, complaint, written contact, and notes of contact with the claimant; and all other documents generated by the claim process.

B. Investigate, evaluate, process, and manage bodily injury, personal injury and property damage claims and potential claims for damages asserted by third parties against City, its officers, agents, or employees for which City is alleged to be legally responsible. TPA shall coordinate, consult, and fully cooperate with City personnel in the administration of those claims;

Deliverable: George Hills will investigate, evaluate, process, and manage bodily injury, personal injury, and property damage claims, as well as potential claims for damages asserted by third parties against the City, its officers, agents, or employees for which the City is alleged to be legally responsible. An initial report of the claim will be filed within seven business days of receipt of the claim. This report will communicate to the City all investigations that were undertaken, any planned investigations, and whether or not the claim should be accepted or rejected. George Hills will coordinate, consult, and fully cooperate with City personnel in the administration of those claims.

C. Develop an analysis, updated with significant changes as they occur, of the potential exposure to the City including liability and estimated damages, and recommendations to bring the claim to closure;

Deliverable: George Hills will develop a Plan of Action, (Sample in Figure 1) manage a diary for each claim, and adjust reserves for each claim. These will be part of the individual claims file. These analyses of the potential exposure to the City, including liability, estimated damages, and recommendations to bring the claim to closure, will be updated with significant changes as they occur.

D. Assist City in resisting and defending all claims that should be defended on grounds of liability, or insufficient information on which to base City liability, or for which the value exceeds the amount the adjuster has placed on a given claim;

Deliverable: George Hills will assist the City in resisting and defending all claims that should be defended on grounds of liability, or insufficient information on which to base the City's liability, or for which the value exceeds the amount the adjuster has placed on a given claim.

George Hills' litigation management program is a fully comprehensive service. Litigation management is a key component to our best practice claims handling. When litigation is filed, George Hills generally takes a key role in the defense of our clients, assisting defense counsel as necessary.

E. Conduct timely and complete investigations and assemble documentation including, if applicable, loss scene photographs, statements, interviews, medical documentation, etc.;

PLAN OF ACTION – SAMPLE

Insured: City of Chico
Claimant Name: John Q. Public
Adjuster: Craig Nunn
Claim Number: GHC00112233
Line of Business: GL
Coverage: Bodily Injury
Claimant Type: OBI
SIR/Deductible:
Review Date: 04/11/2020
Date of Loss: 03/02/2018
Date Reported: 06/01/2018
Reportable To Excess: Yes
Date Last Reported to Excess: 03/29/2020

Claimant Financial Information			
	Incurred	Paid	Reserved
Bodily Injury	$425,000.00	$0.00	$425,000.00
Property Damage	$0.00	$0.00	$0.00
Expense	$50,000.00	$34,657.61	$15,342.39
Legal	$100,000.00	$74,349.38	$25,650.62
Deductible	$0.00	$0.00	$0.00
Recovery	$0.00	$0.00	$0.00
Adj Fees Unallocated	$0.00	$0.00	$0.00
TOTALS	$575,000.00	$109,006.99	$465,993.01
Recoveries	$0.00		

Coverage Confirmation: Client is Self-Insured with an Excess Policy from XYZ Carrier for the loss date.The SIR is $500,000. All potential coverage(s), whether at issue or not, will be addressed, confirmed and documented in the file notes. The files will also show timely notification of the excess carrier if applicable.

Damages/Injuries/Special Damages: John Public, a 41 year-old male, involved in a questionable altercation sustaining unconfirmed bodily injuries. Once the claims investigation is complete, the Adjuster will analyze the information to determine liability as well as the damages to come up with a strategy to obtain the best possible resolution. To do so, the adjuster must review the information gleaned from their investigation and apply it to the laws of evidence, negligence and damages.

Initial Investigation Synopsis: Initial investigation documentation will include initial contact with the claimant and insured and will include any pertinent information (incident reports, interview content, call content, recorded statements etc.) received at the onset of the claim.

Liability Exposure: Proper file investigation leading to a determination of the insured's liability or exposure includes activities such as taking statements, establishing reserves (where applicable), making field inspections, assignments to the appraiser, securing police reports or other official reports, setting diary dates, preparing correspondence, initiating reports to the index bureau, determining liability, securing the settlement authority, conducting negotiations, working with and directing defense counsel, handling received funds, obtaining the proper closing documentation and requesting drafts/warrants.

Reserve Rationale: When the initial reserves are set, and subsequent changes to the reserves are made, the reserve rationale will be entered into the system. The reserve change will automatically generate a file note in Notepad and include the comments. Each file will "speak for itself" and will contain all reports documenting the adjuster's investigation, including but not limited to: correspondence to and from all parties, documentation of damages, and reports from all parties including those from experts.

Defense Counsel: Name of Attorney, Firm and Contact Information

Timeliness: Determination as to whether the claim is timely.

Sufficiency: Determination as to whether the claim as submitted is sufficient.

Litigation Plan: The file will reflect all details of any suit and show that counsel was retained timely and provided clear instructions. A litigation budget will be required, documented, and updated regularly. In addition, defense counsel will be providing regular status reports. The file will also show that litigation strategy is documented with regular communication and control of counsel. All demands will be addressed when appropriate.

Settlement Strategy/Plan: Plans to settle the file, and strategies to reach such settlement will be noted here. Settlement requests and any authority granted will be noted in the file. Once authority has been extended, aggressive and prompt settlement negotiations will be conducted by the adjuster, or by counsel with GHC's approval. During active settlement negotiations file notes will be updated every 14 days or more often as needed. In litigated cases, 30-day diaries are appropriate. Appropriate release documents will be prepared and/or approved by the defense counsel as needed. Alternative dispute resolution, mediation, arbitration and structured settlements will be considered and utilized when possible.

Outstanding Items: Any items not articulated in any of the other sections where the status of the item is to be determined at the time of the creation of the Plan of Action Document. Generally, this section will be sparse but succinct and descriptive of next steps.

Figure 1: *Sample Plan of Action*

Deliverable: Within 48 hours of the receipt of the claim, George Hills will attempt to contact the claimant by phone for a statement. An initial investigation will be completed in a timely manner, with an initial report that will be due to the City within seven (7) days of George Hills receiving a claim. This report will document all steps taken regarding the claim and all planned steps. The claims file will include all documents pertaining to the claim and investigation, including loss scene photographs, statements, interviews, medical documentation, etc.

F. The TPA will pursue all subrogation involving responsible third-parties and work closely with City staff to resolve subrogation issues. TPA is responsible for protecting any and all statutes of limitation and must notify City staff in writing no later than sixty (60) days prior to expiration of the statute.

Deliverable: George Hills Subrogation Recovery Division will aggressively pursue all subrogation opportunities involving responsible third-parties and work closely with City staff to resolve subrogation issues. George Hills acknowledges responsibility for protecting any and all statutes of limitation and must notify City staff in writing no later than 60 days prior to expiration of the statute.

George Hills takes the stand that this is your money and—as your partner—it is our promise to make sure you recover it. We believe that subrogation recovery is a win-win opportunity for the City. George Hills works hard to maximize the recovery of subrogation settlements, which are all skillfully negotiated following federal and state laws. It is a valued-added service that assures that the City is receiving new found money for its general fund and budget planning. **George Hills' Subrogation Recovery Division has a proven track record of success which can be seen in the results.**

Subrogation Recovery

The County of Sacramento is a good example of our excellent subrogation recovery. Over the past five years, George Hills handled 1,136 subrogation claims for the County that has recovered over $1.8 million.

G. Establish and maintain liability and expense reserves on each claim which fairly and adequately reflect the City's exposure according to standard practices and periodically review and update reserves for each reported accident and advise City of any changes as they occur;

Deliverable: George Hills' adjusters will establish and maintain liability and expense reserves on each claim which fairly and adequately reflect the City's exposure according to standard practices. The adjusters will periodically review and update reserves for each reported accident and advise the City of any changes as they occur. It is George Hills' typical policy to set reserves based on the ultimate probable cost of the claim.

H. Conduct negotiations with claimants to reach an approved settlement and obtain releases and other necessary forms from all appropriate parties;

Deliverable: George Hills' adjusters will negotiate with claimants to reach approved settlements and will obtain releases and other necessary forms from all appropriate parties. George Hills' adjusters will work within the limits of the settlement authority granted by the City while negotiating settlements, with an eye toward limiting costs.

I. On a monthly or quarterly basis, TPA will review selected City claims with the Administrative Services Director and City Manager to discuss the status of ongoing claims and litigation and make case strategy recommendations.

Deliverable: George Hills President, Claims Administration and Quality Operations Manager review selected claims from all adjusters on a quarterly basis in order to ensure all claims are being handled properly. George Hills will meet with the City's Administrative Services Director and City Manager on a monthly or quarterly basis to discuss the status of ongoing claims and litigation and make case strategy recommendations.

J. Provide analysis of loss experience and maintain effective knowledge in City exposures and loss history.

Deliverable: George Hills will provide an analysis of loss experience and maintain effective knowledge of the City's exposures and loss history. George Hills will provide loss runs and other reports through ClaimsXPress (CXP), our claims management information system. In addition, George Hills has developed proprietary iMetrics reports. These reports are presented annually by George Hills' management in order to help our clients understand and address their claims information and loss history information. In the five years since George Hills developed iMetrics, we have found that preparing and presenting these reports has been highly effective for our clients.

2. **Compensability**

The TPA shall first obtain authority from the City to delay or deny a claim. The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the file in compliance with PRISM guidelines.

Deliverable: George Hills will first obtain authority from the City to delay or deny a claim. George Hills will clearly document our adjusters' recommendations as well as the City's determination and reasons for such determinations. As in all other claims handling procedures, George Hills will comply with all PRISM guidelines.

3. **Litigated Cases**

The TPA shall notify the City of all litigation and prior to the assignment of defense counsel. The TPA shall provide the City with copies of all legal correspondence.

The City must pre-approve all settlements or structured settlements prior to entering into any settlement discussions with claimants or applicant attorneys.

Deliverable: George Hills will notify the City of all litigation prior to the assignment of defense counsel and provide the City with copies of all legal correspondence. George Hills acknowledges that the City must pre-approve all settlements or structured settlements prior to entering into any settlement discussion with claimants or applicant attorneys. George Hills typically takes on an active role in litigated claims, working closely with defense counsel to provide counsel with all necessary claims and investigation documents.

4. **Claims Reports**

The TPA will provide monthly statistical data/reports - content to be established between the TPA and the City. The TPA will provide other special reports required of the City including, but not limited to, loss trend reports, claim abstract reports, reports required by actuaries, excess insurance carriers, etc., provided that such reports do not require data elements that have not previously been collected by the TPA. If new programming is required in order to provide such reports, the TPA shall pay at its own expense for new or special programming costs.

Deliverable: George Hills IT/Business Systems Manager will work closely with the City to develop and provide any special reports that are not already available through CXP. All reports generated through CXP, including those special reports developed specifically for the City, will be available on a monthly basis. Furthermore, all CXP reports are available to the City in real time in read-only formats through CXP' browser-based web portal.

5. **Excess Reporting Requirements**

   The TPA will report to PRISM losses with potential or existing exposure and will provide the EIA with periodic reports related to the development of cases in accordance with the PRISMguidelines.

   Deliverable: George Hills has been a partner of PRISM for many years and is very familiar with PRISM's reporting guidelines. George Hills will report losses with potential or existing exposure to PRISM and will provide PRISMwith periodic reports related to the development of cases in accordance with PRISM guidelines.

6. **Records Retention**

   All claim files shall be maintained in accordance with statutory time requirements and the City's Record Retention Policy. The City shall be notified prior to any destruction of files to determine if the City wishes to retain the claim file.

   Deliverable: George Hills will maintain all claims files in accordance with statutory time requirements and the City's Record Retention Policy. George Hills will notify the City prior to any destruction of files to determine if the City wishes to retain the claim file. However, George Hills does not generally retain physical claims files beyond statutory requirements. If the City requires physical claims files be kept beyond those requirements, the cost of storage will need to be discussed.

7. **Employer Services**

   The TPA will provide an annual presentation to review/discuss the overall general liability program.

   During the first year of the contract, the TPA manager will meet monthly with the Administrative Services Director to review the transition and ensure all aspects of the contract are appropriately implemented.

   In the event of termination of the contract, the TPA will furnish all claim files, computer files, and financial information at no cost to and at a location identified by the City.

   Deliverable: George Hills will meet with the City annually to provide a presentation reviewing/discussing the overall general liability program. During the first year of the contract, George Hills' City of Los Alamitos account manager will meet with the City's Administrative Services Director monthly to review the transition and ensure all aspects of the contract are appropriately implemented.

   In the event of termination of the contract, George Hills will furnish the City with all claims files, computer files, and financial information regarding the City's general liability program at no cost to the City and at a location identified by the City. George Hills does recommend that in the case of termination of the contract without cause, George Hills be provided 90 days' notice in order to effectively prepare for an efficient transition of data.

8. **Right to Audit or Review**

Every claim file is subject to audit by the City. Notice of audit by the City will be provided at least ten (10) calendar days prior to an audit. The City retains the right to audit any file with 24-hours' notice.

Deliverable: George Hills acknowledges that every City claim file is subject to audit by the City, that notice of an audit by the City will be provided at least 10 days prior to an audit, and that the City retains the right to audit any files with 24-hours' notice. George Hills will fully cooperate with all City audits.

9. Confidentiality

All data, documents, or other information developed or received, verbally or in writing, in performance of the agreement between the TPA and the City are confidential and not to be disclosed to any person except as authorized by the City, the TPA or as required by law.

It is the TPA's responsibility to develop and implement processes and procedures relating to the protection of the City's electronic data, including a suitable security and back-up system for all stored data and a written policy with respect to disaster recovery, physical and electronic data security, and electronic data retention.

Deliverable: George Hills acknowledges that all data, documents, and other information developed or received, verbally or in writing, in performance of the agreement between George Hills and the City are confidential and not to be disclosed to any person except as authorized by the City, George Hills, or as required by law.

George Hills' servers that host mission-critical software and files follow a strict disaster recovery plan. All servers save their backups to a central location for quick retrieval in the event of data loss. There are backup servers in place that can replace workloads on servers that approach a failure. Each server with critical data runs incremental and full backups within an hourly, daily, and weekly basis.

In drastic instances of data loss, all that is required is access to the central server which houses all full and incremental backups on George Hills' servers. Restoring a server from full and incremental backups is possible within 3-6 hours. However, if there is a hardware failure, a replacement server can take the place of the downed server and be rebuilt from the last available backup within a similar timeframe.

The following is a technical approach to our claims administration process including comprehensive claims management and administration, handling of existing open cases, investigation, case management, and settlement negotiations.

CLAIMS ADMINISTRATION

George Hills values steady, quality communication with our clients. We will maintain top-notch communication with the City through various methods such as monthly financial reports and loss runs, status reports, captioned reports, reserve and settlement authorizations, regular claim reviews, and returning phone calls and email inquiries in a timely manner.

We will meet quarterly to discuss the status of all open litigated claims and develop a plan to evaluate liability effectively, including costs for defense. Loss run reports are provided no later than the fifth business day of each month. Requested reports will be made available upon request. Every month the City will receive a report of all open, reopened, and closed claims. Status reports will include a synopsis of the loss, status of the loss, proposed action plan, and current financial totals.

George Hills will maintain a general file of all of the City's documents including, but not limited to, correspondence, reports, insurance policies (and Memorandums of Coverage), notices, agendas, minutes, and all governing documents. We will also maintain a general claims file to track all activity and time to meet the non-claims specific requirements.

George Hills will maintain and monitor all active claim records in CXP, our claims management information system. Claim files in CXP are simple to obtain and thorough in content. Through CXP, adjusters can track claim frequency and severity, and loss trending analysis, among other things. Our CXP database is extensive, giving our adjusters and clients immediate access to a wide array of data. Claim files are organized, so the contents are orderly and contain documentation of the assigned adjuster's initial reserve. When the initial reserves are set, or subsequent changes to the reserves are made, the reserve rationale is entered in the "comments" section. The reserve change will automatically generate a file note in Notepad and include the comments. Each file will speak for itself and will contain all reports documenting the adjuster's investigation, including but not limited to: correspondence to and from all parties; documentation of damages; reports from all parties, including those from experts. Through our CXP database, the City will have 24-7 access to real-time activity on claims, and reports.

CXP Claims

George Hills uses Insurity's industry-leading CXP (CXP) as our Claims Management Information System (CMIS). CXP is a browser-based software system that allows our claims adjusters to work anywhere, from the scene of an incident to our corporate office. Similarly, the system being browser-based allows 24-hour, real-time access to read-only versions of your claims information.

ClaimsXPress

Searching within CXP for specific claims data is simple. However, to minimize the need to search, George Hills has developed dashlets within CXP to allow for quick access to relevant claim information right on the homepage.

As part of your onboarding process, George Hills will hold a training session with all potential client-side CXP users, ensuring that everyone has the desired level of access and understanding of the system.

CXP has a set of standard claims handling reports available to every client, but the system can also be customized to produce unique reports specific to your needs. the City can safely and securely access their

reports via an automated encrypted email from their point of contact. All of these reports are available for export to Microsoft Excel or Adobe PDF formats on demand.

CXP Claims is an entirely paperless system. All of the claim files are stored electronically using the CXP Cloud storage system, available to any authorized user using any browser at any time.

George Hills' ability to maintain data and provide enhanced statistical reporting is due to our long use of best practice technology to maintain data and provide enhanced statistical reporting. George Hills' proprietary iMetrics™ Business Intelligence Reporting service provides optimum targeted, on-demand data for liability and property claims decision-making.

CXP version 19.1.1 is equipped to enforce additional security measures when necessary. It can limit a user's access to claim information by a client's organizational structure, for example allowing access to view claims for a single location or the entire organization. CXP version 19.1.1 also includes identifiers for highly sensitive or confidential claims. When a claim is flagged as confidential, CXP will limit access to that claim by individual User ID.

The use of CXP increases our firm's service capabilities by streamlining our workflow and allowing for customization of reporting capabilities. The alignment of these technologies with George Hills' services provides real-time access to decision-making data, metrics, and trends. When it comes to read-only access, reporting, and modification abilities, our technology offering is unmatched.

The next few pages feature examples of Claims Reports from CXP:

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Claim Register
Demo Jpa
Loss Dates from 01/01/1901 to 2/29/2020. Period from 2/1/2020 to 2/29/2020. Valued as of 2/29/2020

Demo Entity 1

			Paid	Reserves	Recovery	Net Incurred	Paid This Period
Claimant: **Springfield, Rick**	Loss Date : 03/15/2016	Bodily Injury	$500.00	$9,500.00	$0.00	$10,000.00	$0.00
Master Claim No : Demo2016-1	Claim Number : GHC0013162	Property Damage	$0.00	$1,000.00	$0.00	$1,000.00	$0.00
Adjuster : Test, Adjuster	Status as of Date : Open	Expenses	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Type : GL	Litigated : Yes	Legal	$0.00	$50,000.00	$0.00	$50,000.00	$0.00
Department : Demo Transportation	Date Rejected : 05/30/2016	Deductible	$0.00	$0.00	$0.00	$0.00	$0.00
SIR Limit : $250,000.00	Policy Date : 2015/2016	Recovery	$0.00	$0.00	$0.00	$0.00	$0.00
Loss Location : 101 Jessie's Way		Adj Fees Unallocat	$0.00	$0.00	$0.00	$0.00	$0.00
Description : Dangerous condition - Alleged roadway design		Totals	$500.00	$60,500.00	$0.00	$61,000.00	$0.00

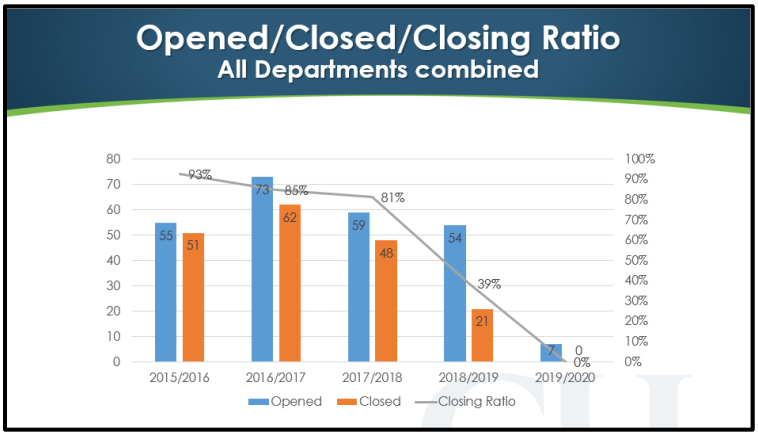
Demo Entity 1

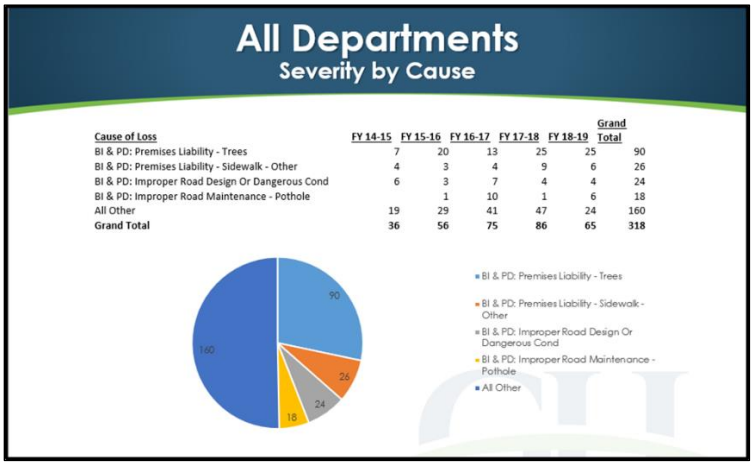
			Paid	Reserves	Recovery	Net Incurred	Paid This Period
Claimant: **Smith, Dan**	Loss Date : 05/05/2016	Bodily Injury	$0.00	$0.00	$0.00	$0.00	$0.00
Master Claim No : Demo2016-2	Claim Number : GHC0013151	Property Damage	$0.00	$0.00	$0.00	$0.00	$0.00
Adjuster : Dunckel, Andrew	Status as of Date : Closed	Expenses	$500.00	$0.00	$0.00	$500.00	$0.00
Claim Type : GL	Litigated : No	Legal	$0.00	$0.00	$0.00	$0.00	$0.00
Department : Demo Police	Date Rejected : 12/17/2016	Deductible	$0.00	$0.00	$0.00	$0.00	$0.00
SIR Limit : $250,000.00	Policy Date : 2015/2016	Recovery	$0.00	$0.00	$0.00	$0.00	$0.00
Loss Location : City Hall parking lot		Adj Fees Unallocat	$0.00	$0.00	$0.00	$0.00	$0.00
Description : Excessive force alleged		Totals	$500.00	$0.00	$0.00	$500.00	$0.00

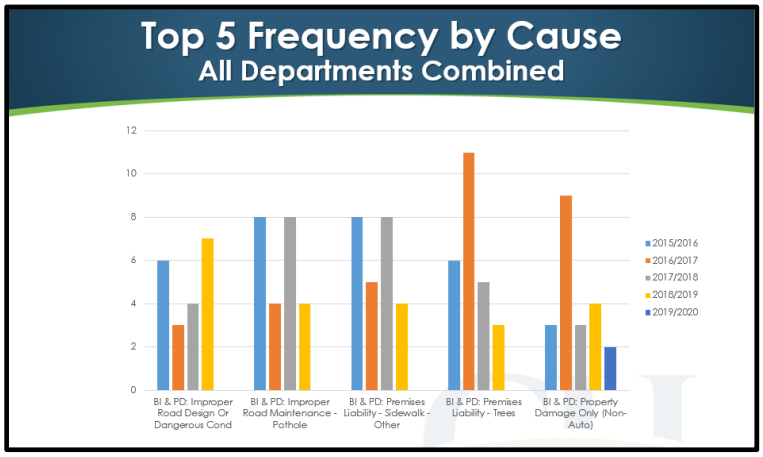
Demo Entity 1

			Paid	Reserves	Recovery	Net Incurred	Paid This Period
Claimant: **Doe, John**	Loss Date : 05/09/2016	Bodily Injury	$0.00	$0.00	$0.00	$0.00	$0.00
Master Claim No : Demo2016-3	Claim Number : GHC0013153	Property Damage	$0.00	$0.00	$0.00	$0.00	$0.00
Adjuster : House, In	Status as of Date : Open	Expenses	$0.00	$0.00	$0.00	$0.00	$0.00
Claim Type : GL	Litigated : No	Legal	$0.00	$0.00	$0.00	$0.00	$0.00
Department : Demo Fire	Date Rejected : 12/15/2016	Deductible	$0.00	$0.00	$0.00	$0.00	$0.00
SIR Limit : $250,000.00	Policy Date : 2015/2016	Recovery	$0.00	$0.00	$0.00	$0.00	$0.00
Loss Location : Near claimant's home		Adj Fees Unallocat	$0.00	$0.00	$0.00	$0.00	$0.00
Description : Slip & fall on sidewalk		Totals	$0.00	$0.00	$0.00	$0.00	$0.00

Below are some of our sample iMetrics reports:







Best Practices Claims Approach

George Hills' *Best Practices General Liability Claims Handling Manual* and *Best Practices General Liability Litigation Manual*—both of which all George Hills claims processors, adjusters, and supervisors must follow in accordance with the specific rules, regulations, and requirements of an individual client—fully support the scope of work, procedures, processes, and requests of the City. George Hills' stated mission is always "to provide the highest level of quality, customer-focused claims service." We accomplish this by assigning teams of experienced individuals who have managed similar accounts for many years.

George Hills' best practices approach to claims management centers around early communication and transparency of information. Early communication with claimants leads to a faster claim resolution, and our transparency of information gives the City insight to the claims process from inception to close.

Best Practice Quality Control

George Hills' processes, procedures, and methodologies center around adjuster accuracy and customer satisfaction. Quality control comes at the technological (automated) level and the human (adjuster/supervisor) level by George Hills' supervisors.

Communication

Phone calls and e-mails receive a response within 24 hours. All other written communication receives a response within three business days.

Contacts

- 24-hour emergency contact is made within one hour of assignment or phone call.
- Initial contact will be made with insured/client, claimant and witnesses within one business day of receipt of their information. If no contact is made with the claimant, two subsequent contact attempts via telephone will be made within the first 48 hours after receipt of the claim. If we do not have contact information for the claimant, or have incorrect information, extra attempts will be made to secure correct contact information, such as a Google or online "white pages" search. If the City's protocols are such that claimant is not to be contacted, that will be documented in the adjuster's file notes.
- An acknowledgment letter or email will be sent to all pertinent parties containing the adjuster's contact information and claim number unless instructed otherwise.

Best Practice Claim Data and Information Management

George Hills' ability to develop and maintain the City's data metrics for decision-making as well as provide accurate statistical reporting is due solely to our commitment to best practices in our Information Technology processes. In 2015, we migrated our claims data to Insurity's CMIS – CXP. This change has provided George Hills and our clients with much greater expert resources. Additionally, George Hills can rely on Insurity's commitment to security to ensure your data is safe. To illustrate this commitment, Insurity completes an annual disaster recovery exercise to safeguard against potential data loss.

Timely resolution of claims is another best practice we employ. Generally speaking, the longer a file is open, the costlier it is for our clients. Superfluous open reserves on our client's book of business can negatively affect financial results. As such, one of the items reviewed by the supervisors when they are auditing files is timeliness of closures. The supervisor will also review whether the adjuster is continuing to update the claim diary. Every time an adjuster picks up a file, they should do everything necessary to get the file closer to resolution.

Data Entry

When a claim/loss is received, the supervisor completes an Initial Claim Data Entry (ICDE) form and emails it to the assigned claims processor for the opening of the electronic claim file. The designated support staff will perform the following actions:

- Assign a claim number
- Enter the data into CXP within 24 hours of receipt of the claim/loss
- Attach any paperwork received with the claim to CXP
- Notify the responsible adjuster via email upon completion of data entry

These actions trigger CXP to set an automatic diary for the adjuster and their supervisor

File Set-Up

Upon receiving notification of data entry completion, and upon instruction taken from the Initial Claim Data Entry form, the claims processor will take the following steps:

- Send an acknowledgment of new assignment to the City within 24 hours of receipt of assignment.
- Make initial phone contact with the claimant or their attorney, if so instructed, and send an acknowledgment letter to the claimant or their attorney.
- Attach all pertinent paper documentation to the claim/loss to the CXP file.

Once notified that the claim has been entered and acknowledgment letter has been sent, the adjuster will review the information in CXP for accuracy.

- **File Notepad** – A file note will be created in Notepad each time an activity occurs. Dropdown boxes for notepad types allow the adjuster to be specific as to the type of activity (i.e., phone call, correspondence received or sent, claim filed). The subject line allows for further specific yet brief information for an at-a-glance review in CXP. Notepads are important to document phone conversations or receipt of materials; they serve as a chronological "outline" of what activity has taken place.
- **Plan of Action (POA)** – Each file is required to have an initial claim review note (within the first seven days of receipt) outlining the basics of the claim. After that, Notepad entries reflect an updated Plan of Action (a type of Notepad entry) every 30 days. the City will have online access to the POA entries in the claim summary view. The POA's are also available as a report for the City and are useful for claim reviews.

- **Reserves** – Adjusters are required to set initial file reserves for indemnity and expenses (legal and adjusting) within five days of assignment.
- **Payments –** This tab is used to enter all payments issued by the City and/or by George Hills. All payments will have a copy of the invoice, a copy of the release/settlement agreement, any OFAC checks, and W-9's as needed.

Reserving of Claims

The establishment of reserves is a significant task, as it impacts critical areas such as funding levels and future debt. George Hills' philosophy is to establish separate reserves for indemnity and expense. However, George Hills will reserve according to the City's policy. Adjusters review the reserves of a claim each time they touch the file, and specifically on each diary date. Reserves take into consideration liability as to the City and comparative fault of the claimant/plaintiff, type of injury, damages, prognosis, expenses (e.g., medical and wage), and any anticipated general damages. George Hills normally reserves on a "most probable outcome" basis.

Updating Clients on Major Reserve Changes

the City will receive monthly reports which include reserves and/or reserve changes. CXP will send push notifications when the reserve change meets the threshold that George Hills and the City have established. Our best practices dictate that all reserve changes be entered as soon as the adjuster becomes aware of the need for a change.

Supervisory Approval of Reserve Changes

The decision-making authority on revising the reserve is initially set at the level where the work is being done. However, large increases in reserves will be reported immediately to the supervisor and/or the City as required.

Notification and Updating of Excess Insurers

It is the responsibility of the adjuster to promptly report any case meeting the reporting requirements of the excess carrier or as instructed by the client.

George Hills will notify the City's excess carrier in any number of situations according to the requirements of the excess policy carrier's stipulations. First, the excess carrier is notified no later than 30 days after receipt of notice of a reportable claim. Second, notification is sent when reserves are set on any reportable claim or suit involving multiple claims or suits arising out of one occurrence or any claims or reserves amounting to 50 percent or more of the retained limit. Third, excess carriers are notified regarding Title 42 USC 1983 cases in which a complaint has been served, and the plaintiff is represented by legal counsel or with reserves of 25 percent or more of the retained limit. Lastly, regardless of the reserve, notification is sent for any claim involving the following:

- One or more fatalities
- Loss of a limb
- Loss of use of any sensory organ

- Quadriplegia or paraplegia
- Third-degree burns involving ten percent or more of the body
- Serious facial disfigurement
- Paralysis
- Closed head injuries

Diaries and Claim Progress Notes

Diary systems are established to ensure that each assigned case is reviewed *at least* once every 30 days on active files, extended diaries up to 90 days on those waiting activity by others, and up to 180 days on those files in which the adjuster is awaiting the expiration of the statute of limitations. All diaries are maintained through CXP.

File notes indicate the prompt establishment of an initial diary date and subsequent follow-up diary dates at intervals dependent on claim activity. Notes include action taken from the previous note entry and an updated Plan of Action documenting the adjuster's plan for future activity to move the claim towards resolution. No claim is re-diaried without indicating specifically why no further action was taken.

George Hills' claims supervisor will maintain separate diaries and other audit controls necessary to review and ensure timeliness in handling as well as ensuring other claims standards and reporting requirements are being met.

Timeline of the Claims Handling Process

The following takes place from receipt of a new claim:

Within 24 Hours

- Claims data entered into CXP
- Acknowledgment of new assignment sent to the City
- Claimant is called, emailed, or both to acknowledge and inform who the adjuster is

Within 2 Days

- Two-point contact made with claimant (or attorney) and the City

Within 5 Days

- Reserves set

Within 7 Days

- Initial claims review

Within 30 Days

- Liability determination
- Excess carriers notified

Monthly

- Monitor closing ratios
- Statistical report (all claims activity) provided to the City
- Payment register provided to the City
- Plan of action updated
- Watch list claims meetings
- Case reviews (90 days if waiting for activity by others, 180 days if waiting on expiration of a statute of limitations)

Cost Saving Methods

Through our efficient and thorough investigation, there is a two-point contact within one business day of receipt of each claim, we ensure the liability investigation is completed early, and many claims are not pursued when they are denied or rejected early on. In these instances:

- Attorneys are less likely to take a case that has already been denied.
- By not establishing your defense position early, a claimant is often more likely to think they will get a settlement.
- Securing witness and claimant statements early on is essential, lest they forget the details or have the opportunity to revise the facts to help their position.

- Indexing claimants pursuing injury claims verify if they have made similar claims in the past and/or have prior injuries that are unrelated to our matter.
- If there is liability, and injuries are claimed, we secure complete medical records to check for pre-existing conditions.

We explore all tender possibilities based on the claimant's allegations because allegations trigger coverage regardless of liability.

Litigation Management

- Our adjusters secure the litigation budget within 45 days of assignment to defense counsel. They review defense counsel bills in detail to ensure they are reasonable and in line with the litigation budget.
- Adjusters are trained to perform a risk weighted analysis early on in litigation to establish a target settlement number before incurring extensive defense costs, pursuant to the City's risk protocols.
- We believe adjusters should complete tasks rather than an attorney wherever possible.
- We utilize statutory settlement offers such as 998's when appropriate to possibly recover costs if a favorable verdict is received.

Structure

George Hills is a values-based company, and our values—which are honesty/accountability; customer satisfaction; loyalty/commitment; financial stewardship; continuous improvement; and resiliency — influence everything we do. In the spirit of continuous improvement, we are always enhancing our structure. George Hills has made significant changes to our structure and processes to be a leader in the industry. We have created the position of Vice President of Claims Administration, Chris Shaffer, who will work closely with you to meet your reporting needs.

Additionally, we have hired Attorney Robert Chalfant and Ben Oram to work on all litigation matters and have dedicated staff for IT support. We have also dramatically increased our detailed supervision of adjusters and their performance throughout the company. George Hills has also expanded our tiering of talent to allow for succession and training. Lastly, we have added an entire team in support of CXP, our CMIS.

Our structure will continue to evolve to exceed client expectations and deliver quality claims results. We welcome your input.

George Hills is ready and willing to adjust our practices to meet the specific needs and goals of the City.

LITIGATION MANAGEMENT

George Hills' philosophy and guidelines for providing litigation management services are as follows. When a claim becomes litigated, George Hills' claims adjusters do not simply assign a file to defense counsel and disappear but operate as true litigation managers. We believe it is the responsibility of our claims adjusters to work closely with defense counsel until the case is resolved and the claim file is closed. A good early investigation, coupled with an experienced litigation manager, helps bring the case to earlier resolution. We strategize early and often with the client and defense counsel and monitor the case to be certain counsel stays on track.

Within five days of the assignment by the City, contact will be made by the lead claims adjuster and with any assigned defense counsel. An appropriate plan of action will be discussed, and initial case analysis will be reviewed to determine what course of discovery and motion/defense strategy to implement.

Within 60 days following assignment of a case, defense counsel will complete and return a complete case analysis to the City, the George Hills adjuster, and the claims supervisor. The case analysis will include a comprehensive evaluation of the case and formalize the defense strategy crafted by the team.

In addition to the initial case analysis, counsel will provide an accurate estimate of defense costs for all litigated cases as set forth in the exhibits. Defense counsel is expected to stay within the estimated case budget throughout the litigation and to report on fees expended in relation to the budget as requested.

After an initial case analysis, defense counsel will provide mandatory written status reports at 60-day intervals, setting forth all substantive developments. The defense attorney handling the claim will prepare the status reports. Defense counsel will report only on new developments since the last report because it is not necessary to repeat case facts or information previously reported. Status reports will be as straightforward and as objective as possible to allow the George Hills adjuster and claims supervisor to meaningfully analyze the case and determine the course of action to be taken.

Additionally, George Hills monitors defense counsel to ensure that counsel stays true to the plan of action and within the defense budget. This includes monitoring defense counsel procedures, mandating regular reporting by defense counsel, and reviewing legal bills for appropriateness as directed by the American Bar Association standards or by the City's instructions to ensure the claim is resolved in the most cost-efficient manner.

Furthermore, George Hills has developed specific guidelines that include creating and monitoring a watch list of any claims that, because of allocated expenses, expense reserves, case reserves, or a combination thereof, present a threat to pooled funds or have already reached pooled funds. Though the City may wish to assign claims to their watch list for the Litigation Manager, George Hills' watch list typically starts at the primary level. If chosen to provide third-party administration services, George Hills will continue to follow these guidelines to create a watch list of claims that have the potential to exceed the Citys SIRs and monitor those claims until the case resolves.

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Qualifications and Experience

Size of the Organization

George Hills currently has 63 employees located in our seven offices and remote locations throughout California.

Office Location

The closest George Hills' office to the City of Los Alamitos is our Ontario office.

George Hills' corporate headquarters is located in Rancho Cordova, California near Sacramento.	
Rancho Cordova/ Sacramento 3043 Gold Canal Dr., Suite 200 Rancho Cordova, CA 95670 Phone: (916) 859-4800 Fax: (916) 859-4805	**Agoura Hills** 3041Agoura Rd., Suite 120 Agoura Hills, CA 91361 Phone: (855) 442-2357 Fax: (916) 859-4805
Cotati 8000 Old Redwood Hwy Cotati, CA 94931 Phone: (707) 792-4980 Fax: (916) 859-4805	**Ontario** 2910 Inland Empire Blvd., Ste. 104 Ontario, CA 91764 Phone: (562) 500-5618 | 24 hr. Phone: (855) 442-2357 Fax: (909) 806-4043
Redding Post Office Box 992600 Redding, CA 96099-2600 Phone: (530) 524-2626 Fax: (707) 419-7505	**Wildomar** Post Office Box 1544 Wildomar, CA 92595 Phone: (951) 226-8853 Fax: (909) 806-4043

Proposed Staff and Experience

Name and Title	Years of Experience	Role for the City
John Chaquica CEO/Owner	32	Executive Contact Contract liaison for the City's total satisfaction of George Hills' services, and steward of George Hills' values throughout the engagement.
Chris Shaffer VP of Claims Administration	27	Manages supervisors and provides executive oversight of all claims related activities for the City, as needed.
Tom Baber Assistant VP of Claims Administration	35	Oversees client relationships, point of contact for the City.
Jessica Pickering Supervisor	23	Supervises claims adjusters and claims process and ensures quality control.
Jeanne Amacker Claims Adjuster	17	Lead adjuster & litigation manager, handles claims for the City, once approved by all parties.
Paul Le Claims Processor	16	Responsible for entering all new claims into the CXP system and general claims processing. Instrumental in our quality assurance reporting.

John Chaquica, CEO/Owner

Mr. Chaquica has over 32 years of management experience and JPA leadership. He is known for his exceptional public-sector knowledge, and his ability to put together efficient and productive cross-functional teams. Before joining George Hills, Mr. Chaquica was the CEO of Bickmore, a leading US-based risk management company servicing both the public and private sector. At Bickmore, he led the strategic plan of the firm and was accountable for 100+ employees and five office locations. In addition to his role as CEO, Mr. Chaquica served as Executive Director for several California public entity self-insurance pools and as a strategic advisor to several other entities. Before joining Bickmore, Mr. Chaquica was Partner in Gilbert Accountancy Corporation, specializing in small and medium-sized private business, non-profit organizations and governmental agencies. At Gilbert Accountancy Corporation Mr. Chaquica served as Audit Partner and was Industry Team Leader on public entity self-insured groups.

Mr. Chaquica is a CPA, MBA, ARM, CGMA, and a licensed Independent Insurance Adjuster and Property/Casualty Agent.

Chris Shaffer, Vice President of Claims

Mr. Shaffer has an exceptional, 27-year record of achievement in the management of corporate client, risk management, business systems, and information systems operations. He has proven his ability to improve business performance, increase capabilities and efficiency, reduce costs, minimize risk, and streamline workflow by implementing technology and process enhancement solutions. Mr. Shaffer has special expertise in automating manual procedures, selecting and deploying enterprise-level applications, and implementing technologies to keep pace with industry and business needs. Mr. Shaffer excels at building and leading top-performing teams. His outstanding project management and decision-making skills make him an asset to George Hills and those with whom we partner.

Tom Baber, Assistant Vice President of Claims

Mr. Baber has over 35+ years' experience in the insurance claims and risk management industry primarily serving self-insured public and private clients. He has extensive expertise in managing large exposure/complex claims for both stand-alone and JPA pool clients. He is committed to providing his clients with innovative, high-quality claims administration services that add value and help drive down the total cost of their programs. Mr. Baber provides leadership, depth, and experience to George Hills' growing business in Southern California.

Jessica Pickering, Supervisor

Ms. Pickering earned her Associate of Arts degree from Santa Ana College in 1996, where she completed her general education requirements, along with several insurance-related courses. In her 23 years in the industry, she has handled a vast range of claims including, first and third-party auto liability, property and injury, livery, garage keepers', personal general liability, homeowners, property, commercial vehicles, cargo, and public entity general liability. For five years she handled all the claims for a small JPA consisting of seven school districts in the San Gabriel Valley. Ms. Pickering also is fluent in Spanish. Her appointment to the team is subject to final approval by both teams. As a member of the team, he will supervise the claims adjusters and ensure quality control of the claims process.

Jeanne Amacker, Claims Adjuster

Ms. Amacker earned her master's degree in Public Administration from California State University, Dominguez Hills in 2004. Four years prior, she began her insurance career with the County of Orange where she was a Senior Claims Examiner for 14 years. Ms. Amacker has investigated, monitored, and maintained various aspects of the claims handling process including, but not limited to, interviewing claimants, doctors, and medical specialists, setting reserves, attending mediations, as well as preparing reports for County Board settlement hearings.

Ms. Amacker is highly accomplished at interpreting government rules and policies governing public sector labor and employee relations, EEOC and affirmative action principles, AD, HIP, Peace Officer Bill of Rights and Labor Code 4850.

Paul Le, Claims Processor

Paul has 16 years of experience adjusting non-litigated and litigated automobile property, bodily injury and commercial (Employment, Products, General) liability claims. Prior to George Hills, Paul handled claims for AmTrust North America, Zurich Insurance, Robert Moreno Insurance and 21st Century Insurance Company. He is responsible for entering all new claims into the CXP system and general claims processing.

We are constantly searching for new adjusters and personnel and can increase our dedicated staff to meet your needs.

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Comparable Engagements

SIMILAR CONTRACT EXPERIENCE

George Hills has 150+ California JPAs, cities, as well as a large percentage of the state's counties, as clients; many of whom have a population well over 100,000. As such, George Hills has made public entities our focus.

Similar Experience				
Entity	**Year Awarded**	**Scope of Work**	**Location**	**Contact Name and Phone Number**
Redwood Empire Municipal Insurance Fund (REMIF)	2018	General Liability TPA	15 cities in five Northwest counties of California	Amy Northam, General Manager (707) 938-2388
City of Del Mar	2018	General Liability TPA	Del Mar, CA	Ashley Jones, Administrative Services Director (858)704-3640
City of Thousand Oaks	2018	General Liability TPA	Thousand Oaks, CA	Tim Giles, Risk Services Administrator (805) 449-2154
Ventura County Self-Funding Authority	2019	General Liability TPA	Ventura, CA	Russ Olsen Director of Risk Management (805) 383-1970
City of Temecula	2019	General Liability TPA	Temecula, CA	Isaac Baribay, HR Manager (951) 203-4150
Sacramento Municipal Utility District	2019	General Liability TPA	Sacramento, CA	Jeannette Reynaga, Claims Administrator (916) 732-6376
Archdiocese of San Francisco	2019	General Liability TPA	San Francisco, CA	Cheryl Passarello, CFO (415) 972-1200
City of Elk Grove	2019	General Liability TPA	Elk Grove, CA	Jim Ramsey, Risk Analyst (916)478-2250
City of Culver City	2019	General Liability TPA	Culver City, CA	Lisa Vidra, City Attorney (310) 253-5660
City of Carson	2019	General Liability TPA	Carson, CA	Gail McMahon, Director of HR (310) 952-1735
City of Beverly Hills	2019	General Liability TPA	Beverly Hills, CA	Sharon M. L'Heureux Dressel, Risk Manager (310) 285-1073
City of Richmond	2019	General Liability TPA	Richmond, CA	Belinaa Brown, Finance Director (510) 620-6740

Eastern Municipal Water District	2019	General Liability TPA	Eastern San Francisco Bay Area	Doug Hefley, Director of Risk (951) 928-3777 x 4218
Tri-County Schools Insurance Group (TCSIG)	2019	General Liability TPA	Yuba, CA	Marisa Garramore, Finance and Ops 530-822-5052
County of Sonoma	2019	General Liability TPA	Sonoma County, CA	Nancy Watt, Co. Executive Officer (707) 253-4406
Golden Gate Bridge Highway and Transportation District	2020	General Liability TPA	San Francisco Bay Area	Kelli Vitale, Director of Risk Management (415) 257-4553
City of Torrance	2020	General Liability TPA	Torrance, CA	Jason Nishiyama, Finance Manager (310) 781-7531
Exclusive Risk Management Authority of California (ERMAC)	2020	General Liability TPA	Laguna Hills, Hayward, and Santa Maria, CA	Marcus Beverly, Vice President (916) 643-2704

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Pricing

PRICING METHODOLOGY

All pricing is based on the current average of 25 claims. Should the claim volume change more than 10% in severity or frequency in a year, we request reevaluation of our pricing agreement.

General Administrative Fee Section – Applicable to each fee option.	
One Time Start-Up Fee	$0
Annual Administration Fee	$1,800
Mileage - Adjuster	IRS Rate
One Time MMSEA Setup Fee (paid to ExamWorks)- if applicable. Annual Reporting Fee (paid to ExamWorks)	$0 $250/year
Adjuster travel expenses for mediations, settlement conferences, trials; subject to prior approval.	Actual
CXP access fee (up to 5 users)	Included
Custom reports, if exceeds three hours and is client specific	$185/hour
Allocated File Expenses	At cost, as described on page the City
Conversion Fee (waived if client for 5 years, see below "Conversion Fees")	N/A
Storage – if applicable	TBD – Actual cost
Catastrophic Pricing	Current hourly rate

All items in this general fee section are further described below.

One Time Start-up Fee—This covers the cost to assume the existing claim files.

Annual Administration Fee—George Hills' annual administration fee with check writing is $1,800 based on the assumption that the City will utilize George Hills' preferred bank California Bank & Trust. Should another bank be selected, an additional setup fee may be charged.

Our annual administration fee with check writing encompasses the following activities:

- Access to CMIS and training
- A monthly listing of open claims, showing expense categories, reserves, and total incurred
- Monthly claim summary reports
- Providing loss run data and required reports
- Providing annual reports to outside agencies

- Filing of regulatory reports (such as 1099, W-9, etc.)
- Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by the City. (Note: if trust fund is not set-up with the George Hills preferred bank, there may be an additional set-up fee)
- New bank account set up (signature cards, test checks, online access, set up bank in CXP)
- Approval process shall be documented in George Hills Special Claims Handling Standards and Instruction form
- Process checks weekly
- Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions)
- Maintain a copy of all checks drawn by George Hills to pay claims and claims related expenses
- Submit monthly check registers of all transactions made for the period
- Monitor account balance, prepare replenishment requests as needed (customize request for each client's need)
- Monthly bank reconciliation (prepared and sent to the City)
- Special reports that requested to go with billing invoices (by member, claim type, etc.)
- Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.)
- Certificates of insurance
- The handling of paper file expenses during conversion, if applicable

Mileage - Adjuster—Mileage is paid at the IRS rate.

MMSEA—Both the one-time setup fee and the annual reporting fee are paid directly to ExamWorks.

Adjuster Travel Expenses—for mediations, settlement conferences, trials, etc.; subject to prior approval and submitted with receipts.

CXP Access Fee—Included in the annual admin fee is the setup and management of five (5) user accounts through our MIS CXP.

iMetrics Report Fee—There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

Custom Reports—Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

Conversion Fees—This fee is intended to cover costs associated with data conversion, transition, and contract closeout. The data conversion fee is dependent on many factors which will need to be discussed. If George Hills is retained for five years, then we will absorb 100 percent of the conversion fee estimated to $20,000 - 40,000. If George Hills is not retained for the full length of the proposed contract, then the City will be subject to a fee of 20 percent each year not retained (this does not include shipping, storing, scanning, copying, or otherwise handling open or closed paper claims files, this shall be a separate charge based on the

Scope of Services). George Hills will charge for any services related to conversion storage, copying, scanning, shipping, and disposal.

Catastrophic Pricing—Applicable only to fixed fee and time and expense, with a cap fee agreement. George Hills recognizes that in the event of a catastrophe, additional hours will need to be applied to the handling of such claims. As such, to preserve the quality and efficiency of service for which we have been known, George Hills proposes that should a catastrophic event occur resulting in 10 or more claimants or claims from a single occurrence, the City shall be billed at the current hourly rate.

3% Escalator—George Hills' pricing option for the contract is estimated as a 3% annual increase.

In the event of contract termination, George Hills' procedures and cost for run-off claims will be billed at the current hourly rate; no charge for historical loss summaries. George Hills believes that the successful transition of claims requires preparation, so we ask for 90 days' notice if the contract is terminated without cause, to properly and efficiently facilitate the transition of claims management.

General File—A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

Storage—George Hills will charge for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

Adjusting Services Fees

Option A1: Time and Expense—George Hills believes, as in the legal field, services surrounding claims and potential litigation are best captured by directed effort. In this case, the client only pays for the services requested. In a time and expense environment, George Hills applies its best practice approach to all claims; unless the client adjusts, restricts, or expands such services. A general administrative file will be established and maintained to track effort related to services necessary to fulfill our contractual obligations not otherwise associated with a claim.

Time and Expense for Adjusting Services	
Supervisor	$115/hour *
Adjuster	$90/hour *
Claims Processing	$75/hour *

Option A2: Time and Expense with a Cap—George Hills believes that this can be the best of both worlds. It allows the realities of the unknown to dictate service results but has some budget certainty. The cap will always be more than the fixed fee to protect the unknown but often can result in less cost too. The cap is a movable target and really should be adjusted annually until the services and relationship have settled.

The above hourly rates by position are the same for both options A1 and A2. The only difference shall be that George Hills commits to an annual maximum of $750,000 on adjusting services for option A2. Please note the catastrophic pricing is applicable.

**Subject to the 3% escalator*

Option B: Fixed Fee—George Hills believes this is a workable solution for public agencies seeking budget certainty. Unfortunately, it has its challenges. First, every other significant component of a claim (settlement

and legal fees) are not predictable and, as such, making the adjusting costs fixed is 100 percent of the time going to be wrong. Secondly, the result could be that the client is receiving far more resources than they are paying for, or the client is paying for far more than they are receiving in services on any one claim. Either outcome is wrong.

In this environment, George Hills makes every effort to be resource sensitive in applying our best practices to ensure we balance the economics. No matter what, we put forth the right effort to resolve the claim. We do, however, adjust practices that can and should be adjusted to meet the City's budget goals.

Fixed Fee			
	Year 1	Year 2	Year 3
Fixed Fee	$10,000*	$15,000	$15,500

*George Hills is extending a COVID-19 discount and price reduction attributed to the drop in the City's recent claims history.

Allocated Expenses

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outscore services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation of for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;
- Costs of indexing claimants;
- Services performed outside the TPA's normal geographical regions;
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
- Investigation of possible fraud including SIU services and related expenses; and/or
- Any other similar cost, fee, or expense that is not otherwise included in the TPA's service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity (includes time, travel and lodging).

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Exceptions to the City's Agreement

George Hills has read the City's Standard Professional Services Agreement and elects not to take any exceptions to the contract.

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George Hills is a values-based TPA firm.

We would be honored to be your partner in risk management excellence.

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Purpose	Protecting and enhancing the assets of our clients.	
Vision	To be California's leading TPA and JPA management company.	
Values	**Honesty, Integrity, and Accountability**	Inherent in our everyday actions
	Customer Satisfaction	Exceeding expectations is our goal
	Financial Stewardship	Critical to our collective success
	Loyalty and Commitment	Earned through trust between employee and employer
	Continuous Improvement	Encouraged and supported as leaders in the industry
	Resiliency	Turning challenges into positive opportunities

CalMHSA

EachMind MATTERS
California's Mental Health Movement

ClaimsXpress

PINS® Advantage

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10E**

To: **Mayor Mark Chirco & Members of the City Council**

Presented By: **Chelsi A. Wilson, Executive Assistant/Benefits Coordinator**

Subject: **Los Alamitos Museum Association: Proposed Schedule, Activity Plan, and Budget**

SUMMARY

The Los Alamitos Museum Association's proposed schedule, activity plan, balance sheet, and budget for the 2021-2022 fiscal year are being provided to the City Council for approval.

RECOMMENDATIONS

1. Approve the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2021-2022; and,

2. Authorize the City Manager and/or his designee to approve any change to the schedule, activity plan, and budget.

BACKGROUND

The City of Los Alamitos took over ownership of the Los Alamitos Museum (formerly the Los Alamitos Fire Station) from the County of Orange by resolution on July 3, 1974 and by Grant Deed on July 8, 1976. The Los Alamitos Museum property is owned by the City of Los Alamitos, granted to the City by the County of Orange as long as the property is used for "public museum or recreational purposes for the free and beneficial use of all County residents."

The City entered into an agreement with the Los Alamitos Museum Association on July 28, 1975 with the purpose of collecting, preserving and exhibiting historical, cultural and other related materials in the community and to provide recreational programs in the fields of historical and cultural development for residents of the City and the County of Orange.

DISCUSSION

Schedule, Activities, & Budget

As a part of their agreement, the Los Alamitos Museum Association is required to provide the City with a proposed schedule, activity plan and budget for the upcoming fiscal year, which will be approved by the City Council prior to the plans going into effect. (Attachment 1) is a recap of fiscal year 2020-2021 as well information about the Los Alamitos Museum Association. Unfortunately, the Museum was unable to provide community activities and events due to the COVID-19 closure.

The Museum Association's proposed calendar of events for 2021-2022 (Attachment 2) includes tours of the Museum on Tuesdays, Thursdays and Sundays from 2:00pm – 4:00pm. Their proposed 2021-2022 budget (Attachment 3) projects revenue of $4,112 mostly coming from memberships. The estimated expenditures of $4,112 is projected for fundraiser and program expenses.

FISCAL IMPACT

According to the agreement between the City of Los Alamitos and the Los Alamitos Museum Association, the City provides janitorial services once a month at a cost of approximately $2,500 annually. All anticipated and unanticipated expenses and repairs are paid for out of the Public Works budget. Sufficient funding exists in the Fiscal Year 2021-22 budget in accounts 10-544-5101 and 10-544-5293.

Submitted by: Chelsi A. Wilson, Executive Assistant/Benefits Coordinator
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments:
1. *2020-2021 Los Alamitos Museum Association Recap*
2. *2020-2021 Los Alamitos Museum Association Proposed Calendar of Events*
3. *2021-2022 Los Alamitos Museum Association's Proposed Budget*

LOS ALAMITOS MUSEUM
YEARLY REPORT/ RECAP OF 2020/2021
March 30, 2021

HISTORY:
July 28, 1975, the City of Los Alamitos an agreement with the Los Alamitos Museum, a 501 3 (c) non-profit corporation ID # 95-3025418, for the purpose of collecting, preserving and exhibiting historical, cultural and other related materials for the community.

GOVERNANCE: Governing board consists of the,

- Executive Board—President, Vice President, Treasurer, Recording Secretary and Corresponding Secretary.
- Trustees— Program, Docent, Publicity, History Book/Scrapbook, Hall of Fame/Media Room, and Display Chairpersons.

BUDGET: Budget for 2021/2022 is $4,112.00.

INCOME:
The Museum's income is from fundraisers, donations, Membership Program, and grants. The Los Alamitos Museum has been the recipient of a yearly Grant from the Rossmoor Women's Club. For the past four years, The Finest Annual Trout Tournament Non-profit Organization has granted $1,500. Both have indicated these grants will continue although the Rossmoor Women's Club could not have their Spring Garden Tour due to the Covid-19 virus so that grant may not be available this year. These grants help continue the Museum's service to the community.
OPERATIONS: The Museum is an all-volunteer organization with no paid staff.

CAPITAL IMPROVEMNTS:
In 2003 the Museum upgraded the electrical system in the building to bring it into code and provide safety for the building with a cost to the Museum of $4,325. The Museum has over the years paid for these types of Capital Improvements.

In 2006 the Museum and the City of Los Alamitos jointly installed Central Heat and Air Conditioning in the Museum building at a cost of $5,900 each.

Attached is a list of items that the Museum Trustees have purchased over the years to enhance the Museum.

ATTENDANCE:

- The Museum is open to the public, free of charge, from 2:00 pm to 4:00 pm every Tuesday, Thursday and Sunday. Approximately 2,000 guest visit per

year during the regular hours. Due to Covid-19, the Museum has been closed. When we are notified by the City of Los Alamitos that we can open, we will be open on the regular day: Sunday, Tuesday & Thursday from 2:00pm to 4:00pm.

- The number of programs each year vary consequently attendance varies each year.

- Over 200 children visit on appointment tours from the Boy Scouts, Girl Scouts and the local schools. Many 4th grade classes usually attend as part of their California Studies History Class.

- Additional appointed tours are available for individuals, clubs and organizations.

- The Museum is open for any City meeting that scheduling will allow.

- The Museum hosts approximately 2,000 visitors per year including the visitors on our regular open schedule, our scheduled events and visits from school students and service club members.

STRATEGIC PLAN: UPDATE

A facilitated Strategic Planning meeting was held on Monday, February 9, 2015. Mission and Vision statements were updated as follows:

Mission Statement

"Increase the knowledge of the Los Alamitos Museum's presence in this and surrounding communities by promoting our facility, programs and educational opportunities"

Vision Statement

"To preserve and perpetuate the cultural and historical heritage of our community"

Specific goals were identified to address the identified strengths and weaknesses. Areas of concern were:

- Increase Membership-***Accomplished with 2020/2021 Membership program***
- Volunteer opportunities for public including Students-***Accomplished with the involvement with Serve Los Al Non-Profit organization***
- Expanding educational programs –***In progress***
- Increased Publicity-***Accomplished with the addition of e-mail list to send event announcements and Constant Contacts.***
- Exhibit update- ***In progress***

DISPLAYS & OUTREACH:

The Museum Board of Trustees have put together a mobile display of our Community History and have taken this display along with our promotional information to past Sugar Beet Festivals and Bixby Ranch Festivals. It is our goal to bring the Museum to as many people and venues as possible.

FUTURE OF THE MUSEUM:

The Museum Board of Trustees and Docents are volunteers dedicated to continuing to provide this community with the values in our Mission and Vision Statements. We will continue to update our displays and provide interesting programs in the future. New for 2021/22 will be collecting oral interviews to collect memories from long- time residents of Los Alamitos. We feel this will add another dimension to the Los Alamitos Museum. This project was postponed from last year because of Covid-19.

2020 HIGHLIGHTS:

Unfortunately, we were unable to provide anything for the community because of the Covid-19 closure of the Museum .

The gift of period 1900 clothing, spinning wheel and assorted household items from a community member has enabled the Museum Board of Trustees and Docent the opportunity to create a corner dedicated to the 1900 period in our history. Open house to promote this display was postponed due to Covid-19

Respectfully submitted,

Marilynn Poe
President
Los Alamitos Museum Association, Inc.

LOS ALAMITOS MUSEUM
Profit & Loss Statement

	July 2020 – June 20 21
Ordinary Income/Expense	
Income	
Direct Public Support	
Donations Box	53.00
Grants	2,634.65
Direct Public Support - Other	100.00
Total Direct Public Support	2,787.65
Investments	
Interest-Savings, Short-term CD	28.20
Total Investments	28.20
Program Income	
Membership	1,823.00
Total Program Income	1,823.00
Total Income	4,638.85
Expense	
Facilities and Equipment	
Computers & Equipment	24.77
Telephone/Communications	1,176.94
Utilities-Gas & Water Co.	285.35
Total Facilities and Equipment	1,487.06
Operations	
Postage, Mailing Service	162.31
Total Operations	162.31
Other Types of Expenses-Program	
Membership Expense	533.36
Total Other Types of Expenses-Program	533.36
Total Expense	2,182.73
Net Ordinary Income	2,456.12
Net Income	**2,456.12**

LOS ALAMITOS MUSEUM
Balance Sheet

	July 1, 2020 June 30, 21
ASSETS	
Current Assets	
Checking/Savings	
US Bank-Checking	4,008.06
US Bank-Savings CD 10/13/2020	3,570.76
US Bank-Savings CD 12/25/2018	11,132.04
Total Checking/Savings	18,710.86
Total Current Assets	18,710.86
Fixed Assets	
Furniture and Equipment	2,142.76
Total Fixed Assets	2,142.76
TOTAL ASSETS	**20,853.62**
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	22,436.04
Unrestricted Net Assets	-4,038.54
Net Income	2,456.12
Total Equity	20,853.62
TOTAL LIABILITIES & EQUITY	**20,853.62**

Los Alamitos Museum Association
Fiscal Year 2021/2022 Event Schedule

Date & Time	Event/Activity	Description	Type of Event	Cost to Produce
Tuesday, Thursday and Sunday (except holidays) 2-4pm	**Museum open to public**	Docent-guided tours, special interest and research	Cultural and Historic Activity	$0
By Appointment	**Museum Scheduled Tours**	Museum available by appointment for group tours	Education Activity	$0
3rd Sunday of April, July & October 2-4pm	**Open House if progam is needed**	Highlight new exhibits with owner or organizer present for Q&A	Clutural & Historic Activity	$0
Fourth Tuesday of each month 4pm During Covid, meetings were Zoom	**Board of Trustees Monthly Meeting**	Meeting to conduct business of Los Alamitos Museum, Inc.	Museum Business Activity	$0
Sunday, January 24, 2021	**Honored Citizen**	Los Alamitos Museum annually solicit names of community members and/or organizations that have enriched our community	Community Recognition	$385.00
2pm Postponed to 2022 Due to Covid-19	**Award Ceremony**			
Sunday, February 21, 2021 2-4pm-POSTPONED due to Covid	**Academy Awards Movie Day**	Movie Classics shown popcorn & sodas	Cultural Event	$50 (Fundraising)
Tuesday, February 23, 2021 3pm via Zoom	**Budget & Program Workshop Los Alamitos Museum**		Strategic Planning Activity	$0
Thursday, May 20, 2021 Noon POSTPONED due to Virus	**Public Works Appreciation Lunch**	Lunch recognizng Los Alamitos Public Works Staff	Community Recognition	$250 (Program)
Friday, June 18, 2021 5:30pm	**Docent Recognition Dinner**	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	$300 (Program)
Wednesday, June 23, 2021 2pm	**Historical Video Memories**	Collecting Visual memories of growing up in Los Alamitos	Culteral & Historical	$0

Los Alamitos Museum Association
Fiscal Year 2021/2022 Event Schedule

Saturday & Sunday, November 6 & 7, 2021 **9:00am to 4:00 pm With Covid guidelines**	**Holiday Craft Fair**	Participants instructed in various crafts	Cultural & Fundraising	$150 (Fundraising)
Saturday, November 27, 2021 **11:00am**	**Board of Trustees** **Holiday Brunch**	Gourmet Pie Restaurant	Volunteer Recognition	$0
Sunday, January 23, 2022 **2pm** **Location: Los Alamitos Museum**	**Honored Citizen** **Award Ceremony**	Los Alamitos Museum annually solicit names of community members and/or organizations that have enriched our community	Community Recognition Event	$385 (Program)
Sunday, February 20, 2022 **2-4pm**	**Academy Awards** **Movie Day**	Movie Classics shown popcorn & sodas	Cultural Event	$50 (Fundraising)
Tuesday, March 22, 2022 **3pm**	**Budget & Program Workshop** **Los Alamitos Museum**		Strategic Planning Activity	$0
5/219/2022	**Public Works** **Appreciation Lunch**	Lunch recognizng Los Alamitos Public Works Staff	Community Recognition	$250 (Program)
Friday, June 17, 2022 **5:30pm**	**Docent Recognition Dinner**	Thank you for Volunteer Docents Museum Board of Trustees Installation	Community Recognition	$300 (Program)

ALL PROGRAMS WILL BE WITH PERMITED VIRUS GUIDELINES

PROPOSED BUDGET
LOS ALAMITOS MUSEUM ASSOCIATION, INC.
JULY 1, 2021 TO JUNE 30, 2022

INCOME

SOURCE	PROJECTED AMOUNT
Fundraisers	200.00
Grants	1,000.00
Donation Box	75.00
Membership	1,800.00
Interest	2.00
Transfer from Savings	1,035.00
Total Projected Income	$4.112.00

DISBURSMENTS

CATEGORY	PROJECTED AMOUNT
Business Expense-Bank Charges	40.00
Facility & Equipment	1,337.00
Operations/Insurance	1,500.00
Fundraising/Program Expenses	1,235.00
Total Projected Disbursements	$4,112.00

APPROVED BY: Marilynn Poe (President) DATE: 3-9-2021

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10F**

To: **Mayor Mark Chirco & Members of the City Council**

Presented By: **Craig Koehler, Interim Director of Finance**

Subject: **Treasurer's Quarterly Investment Report – March 2021**

SUMMARY

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

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – March 2021.

BACKGROUND/ DISCUSSION

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

FISCAL IMPACT

None.

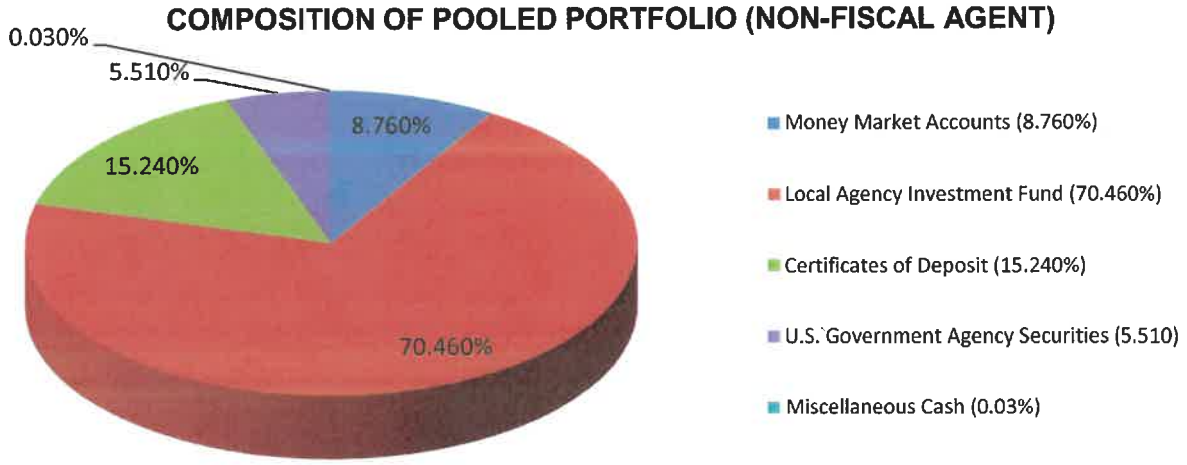
Submitted By: Craig Koehler, Interim Director of Finance
Approved By:

Attachments: *1. Quarterly Investment Report*
2. Pooled Investment Portfolio Holdings

ATTACHMENT 1

CITY OF LOS ALAMITOS
Quarterly Investment Report
March 31, 2021

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	$ 1,190,028.08	$ 1,190,028.08
Local Agency Investment Fund (LAIF)	9,533,632.40	9,572,858.85
Certificates of Deposit	1,975,000.00	2,070,649.67
U.S. Government Agency Securities	750,000.00	750,090.75
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	**13,452,160.48**	**13,587,127.35**
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	175.50	175.50
TOTAL INVESTMENTS HELD BY FISCAL AGENT	**175.50**	**175.50**
TOTAL CASH & INVESTMENTS	**$ 13,452,335.98**	**$ 13,587,302.85**



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 11/16/20. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 0.46 years. Weighted average yield on cost is 0.873%. The cash held and invested with fiscal agent is subject to the investment provisions of the related trust indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Interim Director of Finance

CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
March 31, 2021

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
MONEY MARKET ACCOUNTS							
US Bank	Varies	Varies	Coll. [1]	Varies	1,190,028.08	0.50%	1,190,028.08
SUBTOTAL MONEY MARKET ACCOUNTS					**1,190,028.08**		**1,190,028.08**
LOCAL AGENCY INVESTMENT FUND (LAIF)	Varies	Varies	NR	Varies	**9,533,632.40**	0.58%	**9,572,858.85**
CERTIFICATES OF DEPOSIT							
Ally Bank (FDIC Gtd)	3.00%	07/26/21	FDIC	07/26/18	246,000.00	3.00%	250,587.41
Discover Bank (FDIC Gtd)	1.75%	11/02/21	FDIC	11/02/16	248,000.00	1.75%	251,097.77
BMW Bank North America (FDIC Gtd)	3.10%	08/10/22	FDIC	08/10/18	246,000.00	3.10%	258,343.05
Wells Fargo Bank (FDIC Gtd)	3.25%	09/28/22	FDIC	09/28/18	249,000.00	3.25%	263,091.16
Morgan Stanley (FDIC Gtd)	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	264,246.31
Synchrony Bank (FDIC Gtd)	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	266,088.11
CitiBank (FDIC Gtd)	3.30%	09/21/23	FDIC	09/21/18	245,000.00	3.30%	266,168.00
Medallion Bank Utah CTF	0.55%	07/30/25	FDIC	07/30/20	249,000.00	0.55%	251,027.86
SUBTOTAL CERTIFICATES OF DEPOSIT					**1,975,000.00**		**2,070,649.67**
U.S. GOVERNMENT AGENCY SECURITIES							
Federal Home Ln Mtg Corp MTN NTS	0.45%	07/29/24	AAA	07/29/20	750,000.00	0.45%	750,090.75
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES					**750,000.00**		**750,090.75**
MISCELLANEOUS CASH					**3,500.00**		**3,500.00**
TOTAL POOLED CASH & INVESTMENTS					**13,452,160.48**		**13,587,127.35**

[1] Collateralized in accordance with Section 53652 of the CA state code.

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10G**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**
Chris Kelley, City Engineer

Subject: **Approval of Plans and Specifications, and Authorization to Bid for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03)**

SUMMARY

This report recommends actions to begin facilitating the construction for the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03).

RECOMMENDATIONS

1. Approve the plans and specifications for the construction of the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03); and,

2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos proposes to grind and overlay portions of the Suburbia Neighborhood as part of the City's ongoing pavement management program. The project will also replace damaged curb & gutter and lifted sidewalk to correct drainage. The project includes the following streets in the Suburbia neighborhood:

- Rochelle Street
- Linda Way
- Barbi Lane
- Maple Street
- Kelly Lane
- Denwood Avenue

DISCUSSION

The following is an approximate timeline for the completion of the Suburbia Neighborhood Street Improvement Project (CIP 20/21-03):

- 05/17/2021 Approval of plans & specifications by the City Council
- 06/01/2021 Advertise project
- 06/22/2021 Bid opening
- 07/19/2021 Award of Contract (City Council Meeting)
- 08/02/2021 Start of construction
- 09/20/2020 End of construction

FISCAL IMPACT

Funding for this project is included in the 2020-2021 adopted budget. The engineer's estimate for construction costs is $360,000. The remaining budget will cover design, inspection, and contingency for construction. Available funding for the projects is provided as follows:

Budget Fiscal Year	Source	Amount
2020-21	SB-1	186,984
2020-21	Gas Tax	150,000
2020-21	Measure M	122,946
	Suburbia St Pavement Project Total	459,930

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. Contract Documents & Specifications for Suburbia Project CIP No. 20/21-03*
2. Plans for Suburbia Project CIP No. 20/21-03

CITY OF LOS ALAMITOS

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
CIP 20/21-03

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

MAY 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 22nd day of June 2021**

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CITY OF LOS ALAMITOS

SPECIFICATIONS FOR

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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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SPECIFICATION NO. CIP 20/21-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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 22nd day of June 2021. The bids will be publicly opened and read at 11:00 a.m. on the 22nd day of June 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 Rochelle Street from Farquhar Avenue to Denwood Avenue, Linda Way from cul-de-sac to Denwood Avenue, Barbi Lane from cul-de-sac to Denwood Avenue, Maple Street from Farquhar Avenue to Denwood Avenue, Kelly Lane from cul-de-sac to Denwood Avenue, and Denwood Avenue from Rochelle Street to Kelly Lane. 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 posses 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 SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03

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 contact *Chris Kelley*, at (562) 431-3538 extension 301, or Maria Enciso by email, MEnciso@cityoflosalamitos.org.

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

SECTION B

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

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 **30 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 posses 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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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)

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULE

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS					
No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Item Amount**
1	Mobilization	1	LS	$	$
2	Traffic Control	1	LS	$	$
3	Project Information Sign	1	EA	$	$
4	Cold Mill Existing AC Pavement (0-Inch to 1.5-Inch Varying Depth)	55,000	SF		
5	Construct 1.5-Inch ARHM Overlay Uniform Depth	1,170	TN	$	$
6	Remove and Construct 6-Inch Thick AC Pavement	180	TN	$	$
7	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	1,450	LF		
8	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	1,000	SF	$	$
9	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 3	4	EA	$	$
10	Remove and Construct Curb Drain per SPPWC Std Plan 150-3.	11	EA	$	$
11	Install Detectable Warning Surface Per SPPWC Std Plan 111-5	1	EA	$	$
12	Adjust Manhole Frame to Grade	12	EA	$	$
13	Adjust Water Valve to Grade	23	EA	$	$
14	Signing and Striping	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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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 _____., 2021.

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 _____, 2021.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03

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 you 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 _____, 2021, at _____, California.

Authorized Representative Signature and Title_____

EXPERIENCE STATEMENT

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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)

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03

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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-03 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 SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-03, 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 sun 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

(E X E C U T E I N D U P L I C A T E)

PAYMENT BOND

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03

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)

(E X E C U T E I N D U P L I C A T E)

FAITHFUL PERFORMANCE BOND

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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: SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-03 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)

(E X E C U T E I N D U P L I C A T E)

MAINTENANCE BOND

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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:

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
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

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

3-12.6.1 General

Add the following:

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)

Add the following:

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)

Add the following:

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

Add the following:

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 Subsection 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 Subsection 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 Subsection 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 subsection:

6-3.3 WORKING DAY

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 Subsection 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 Subsection 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 Subsection 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 Subsection 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 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

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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
SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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 2.

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.

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

Subsection 203-11 ASPHALT RUBBER HOT MIX is amended by adding thereto the following paragraphs:

203-11.2 Materials.

Add the following:

Contractor shall maintain a minimum quality control plans as follows:

a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.

b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM)**.**

Replace the first paragraph with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3.1(B) is hereby deleted.

Delete the sixth (last) paragraph of Subsection 203-11.2.3.1.

203-11.2.4 Aggregate**.**

Replace this section with the following:

The aggregate for ARHM shall conform to the "quality requirements" for asphalt concrete Type A as specified in Caltrans Standard Specifications.

All aggregate used for ARHM shall be crushed aggregate.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

203-11.3 Composition and Grading.

Add the following:

Asphalt-rubber hot-mix shall be type and class ARHM-GG-C.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3, including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

203-11.4 Mixing Asphalt and CRM.

Add the following:

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to completer reaction prior to transfer to any storage tank or use of the reaction tank for feet to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

-Temperature of stored asphalt cement material at time of loading
-Time at which the reaction tank is fully loaded
-Tons of asphalt rubber added to the tank for the batch
-Total asphalt rubber in the tank after loading
-The beginning time of reaction (Fully loaded and above 375° F)
-Binder temperature at time of sampling

-Temperature of tested material
-Viscosity reading
-Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item C) of 203-11.5:

Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt rubber is in any stage of production. Seven days before production of asphalt rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt rubber shall be terminated if this procedure is not followed and will not be restarted until Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first

batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

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.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Add the following:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included in other bid items and no additional payment will be made therefore.

(1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.

(2) Provide for traffic control and all signs, barricades, flashers and temporary striping necessary to maintain proper control, in accordance with "WATCH" including maintaining all travel lanes as required.

(3) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.

(4) Clearing and removal of debris from site of work.

(5) Removal of structures, as directed by Engineer to be removed or abandoned.

(6) Delay in work necessary to accommodate utility relocations by others.

(7) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.

(8) Other items of work as directed in these specifications. 300-1.3 Removal and Disposal of Material.

300-1.2 Root Pruning and Tree Trimming.

Add the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the

resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the Contractor's employ.

All the root pruning required to place or replace walks, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the City. Any such root removed without the City's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

All trees noted on the drawings for tree pruning shall have crown reduction and crown thinning performed in accordance with standards published by the Western Chapter of the International Society of Arboriculture (ISA). All pruning shall be performed by ISA certified tree workers under direct supervision of an ISA certified arborist. The Contractor shall furnish such credentials to the Engineer prior to commencement of any tree work.

Add the following Subsecton 300-1.2.1:

300-1.2.1 Protection of Existing Trees to Remain.

All trees to remain in place within the limits of work shall be protected from damage by workmen, equipment, and operations. Insofar as prosecution of the work allows, following removal of surrounding pavements, etc., the root area beneath the tree drip line shall be protected from damage, including compaction. Protection shall include temporary fencing, barricades, etc. Warning tape will not be considered sufficient.

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. 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 (30mm), 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 (6mm), 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 Payment.

Replace this subsection 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

302-5.1 General.

Add the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

Add the following Subsection:

302-5.1.1 Preparation Crack Treatment.

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet in minimum dimension. Such pavement area is defined by the cracks forming its perimeter. If asphalt concrete pavement is being constructed directly upon an existing asphalt concrete pavement: 1) Contractor shall spray all weeds in cracks with an approved herbicide, such as brand Roundup, a minimum of 1 week prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be cleaned, tacked and filled with temporary 3/8" (cutback) asphalt concrete compacted level with the top of the existing pavement; 3) all cracks and holes with weeds shall be routed clear to a depth of one-inch; 4) All cracks and joints 1/4 inch or greater in width shall be blown clear with high pressure air; and 5) all singular cracks and joints shall be filled with **Crafco Polyflex Type III** or equal. Crack and joint filling shall **utilize a banding type applicator** (Crack banding machine or equivalent) **or a "shoe" attachment on a wand**, capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch. Thickness shall not exceed 5/32-inch, but if so, crackfiller shall be reheated and replaned to the specified thickness by a method approved by the Engineer.

To ensure awareness of the specification by crackfill crew, the foreman on the crackfill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

CRACKFILL CREW - CERTIFICATE OF PROCEDURES

*****No work shall begin without this certificate on site, signed by the foreman.*****

As the on-site supervisor of the crackfill crew, I hereby certify that I am aware of and will provide for proper labor and equipment for the work as specified: " capable of spreading a

band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch thick."

I also certify that I have verified that the crackfill material is the same material shown on the Certification of Compliance, or is the precise product identified in the specifications: Crafco Polyflex Type III

Print Name:

Signed Date

All crack preparation shall be performed after cold milling, and cracks in cold milled areas.

Engineer shall be notified in writing 24 to 48 hours prior to performing crack filling.

Contractor shall seal the largest singular cracks in the quantity specified below for each street segment listed herein respectively, within 15 percent above or below that amount. Quantities more than 15 percent above the amounts shown will not be paid without written authorization from the Engineer. Actual lineal footage sealed will be paid at the bid item price, subject to these provisions.

STREET	LIMITS	TOT. CRK LG
	TOTAL	

302-5.4 Tack Coat.

Add the following:

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic Polymer modified asphalts, thermoplastic resins and digested whole tire rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Paving asphalt (also referred to as tack coat) shall be Thermoplastic Polymer Modified No Track Tack, for ARHM and AC overlay and where specified for slurry seals, and SS 1h otherwise. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdl #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the AC where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as

otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. Slurry seal shall be applied on the same day as receiving tack coat. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

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^{o} 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 bid item price for AC material.

Payment **Remove and Construct 6-Inch Full Depth AC** shall be paid at the contract price per **ton (TON)** and include full compensation for all labor, materials, tools, equipment and incidentals required to construct full depth AC pavement. This bid item will include 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 pavement meeting the requirements of the specifications.

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Add the following:

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling.

302-9.3 Distribution and Spreading.

Add the following:

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit (143 degrees Celsius).

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joins. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.4 Rolling.

Add the following:

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 290 degrees F (143 degrees C), due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

302-9.4.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.4.1.

The field density of compacted ARHM shall be determined by:

1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.5.1, in the field designed to measure the density of pavement of the thickness being constructed; or

2) Core with density determined as follows:

a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.

b) Clean and dry the sample as described in ASTM 1188.

c) Perform California DOT Test 308 Method A step a.

d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

G = Mass in grams of level sealed paraffin-treated specimen in air.

e) Perform 308A b., 308A c., and 308A d on the sample from D) above.

f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$= \frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 290 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria are not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.5.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the

specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.5.1A
REDUCED COMPENSATION FACTORS

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

Add the following Subsection:

302-9.4.2 Compaction Payment Reductions.

Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.5.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width

between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.5.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter.

Add the following:

Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

302-9.9 Payment.

Replace the first sentence of the first paragraph with the following:

Payment for **Construct 1.5-Inch ARHM Overlay Uniform Depth** shall be paid at the contract price per **ton (TN)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, tack coat, and other incidentals for doing all work, complete, and in place, involved in constructing ARHM overlay and crack sealing as indicated in the contract documents and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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-Place System per Armor Tile Part No. ADA-C-3648 or approved equal, unless otherwise noted. Color shall be yellow.

Payment of detectable warning surface for new ramps shall be included in the unit price bid for removal and construction of new curb ramps per SPPWC Std Plan 111-5.

303-5.1.2 Drainage Outlets Through Curb.

Replace the second paragraph with the following:

Prior to removal of concrete curb and gutter, Contractor shall identify all curb

drains that will be disturbed by the removal and construction of curb and gutter and shall provide locations and quantity of curb drains to the City inspector. Approximate locations of impacted curb drains are shown on the plans but do not represent locations of all impacted curb drains. Contractor is responsible to replace all impacted curb drains, whether shown or not shown on plans. Any curb and gutter that is poured without prior approval from the City inspector may be subject to removal and replacement at the Contractor's expense and no additional compensation will be allowed.

303-5.9 Measurement and Payment.

Add the following:

Payment for **Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2** shall be paid at the contract price per **linear foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct 4-inch Thick PCC sidewalk per SPPWC Std Plan 113-2** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of 4-inch thick PCC sidewalk per SPPWC Std Plan No. 113-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Curb Ramp per SPPWC Std Plan 111-5 Case A Type 3** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, detectable warning surface, equipment, saw cutting, hauling, disposing, curb, gutter, and incidentals for the removal of existing surface and construction of curb ramps per SPPWC Std Plan 111-5 and no additional compensation will be made therefor.

Payment for **Remove and Construct Curb Drain per SPPWC Std Plan 150-3** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal of existing curb drain and construction of curb drain in-kind per SPPWC Std Plan 150-3 and no additional compensation will be made therefor.

Payment for **Install Detectable Warning Surface per SPPWC Std Plan 111-5** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for the installing detectable warning surface per SPPWC Std Plan 111-5 and no additional compensation will be made therefor.

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 subsection 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 subsection 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.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Add the following Subsections:

403-1.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor

shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

403-1.2 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade with a concrete collar by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete pavement, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

Pavement patch material around all frame and covers shall conform to the finish pavement layer specifications; PG 64-10 Class C/D and/or ARHM GG-C/D.

403-5 PAYMENT

Add the following:

Payment for **Adjust Water Valve to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for adjusting water valves to grade and no additional compensation will be made therefor.

Payment for **Adjust Manhole Frame to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for adjusting manhole frame to grade and no additional compensation will be made therefor.

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to a Specified Elevation.

Add the following:

b) The straight edge grade along the edge of the cold plane area shall not deviate more than ¼-inch below nor 1/8-inch above the grade specified in the Plans or Specifications.

404-7 WORK SITE MAINTENANCE

Add the following:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on the streets approved as

completed for cold milling.

404-11 PAYMENT

Add the following:

Payment for **Cold Mill Existing AC Pavement (0-Inch to 1.5-Inch Varying Depth)** shall be paid at the contract price per **square foot (SF)** and include full compensation for all labor, materials, tools, equipment and incidentals required to Cold Mill Existing Asphalt Concrete Pavement. This bid item will shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, hauling, disposal, and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

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, dated, 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.

SECTION G

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-03
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. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

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.

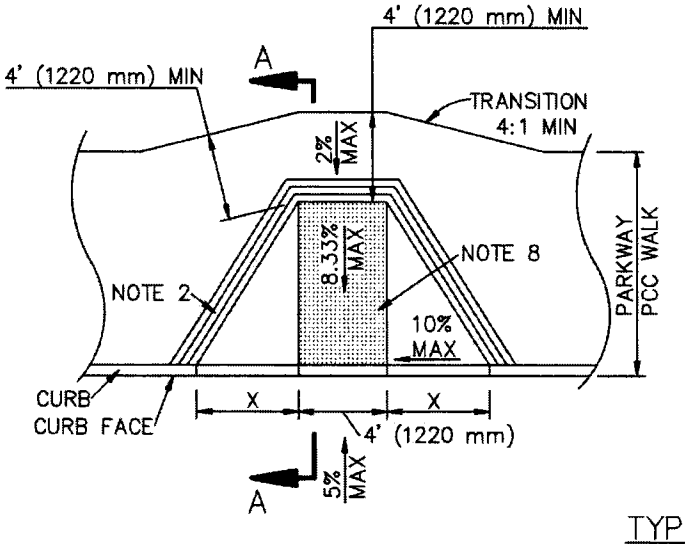
The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

APPENDIX – PART 1

Standard Plans



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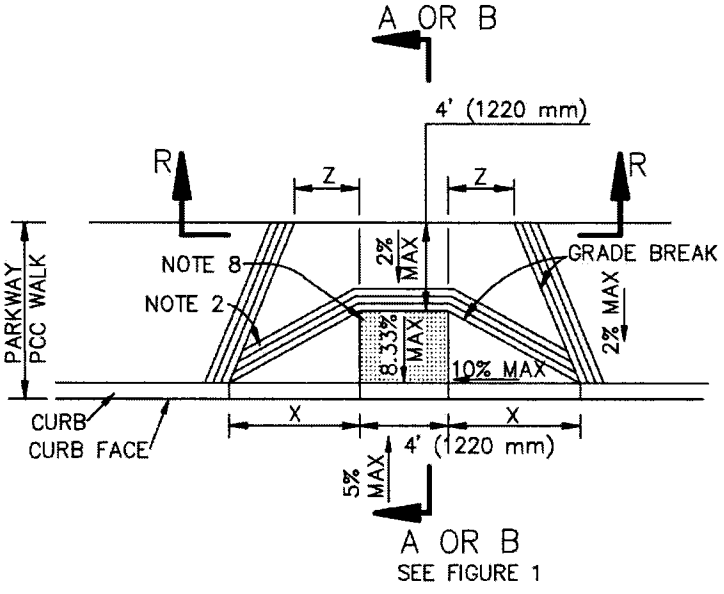

TYPE 2

CASE A

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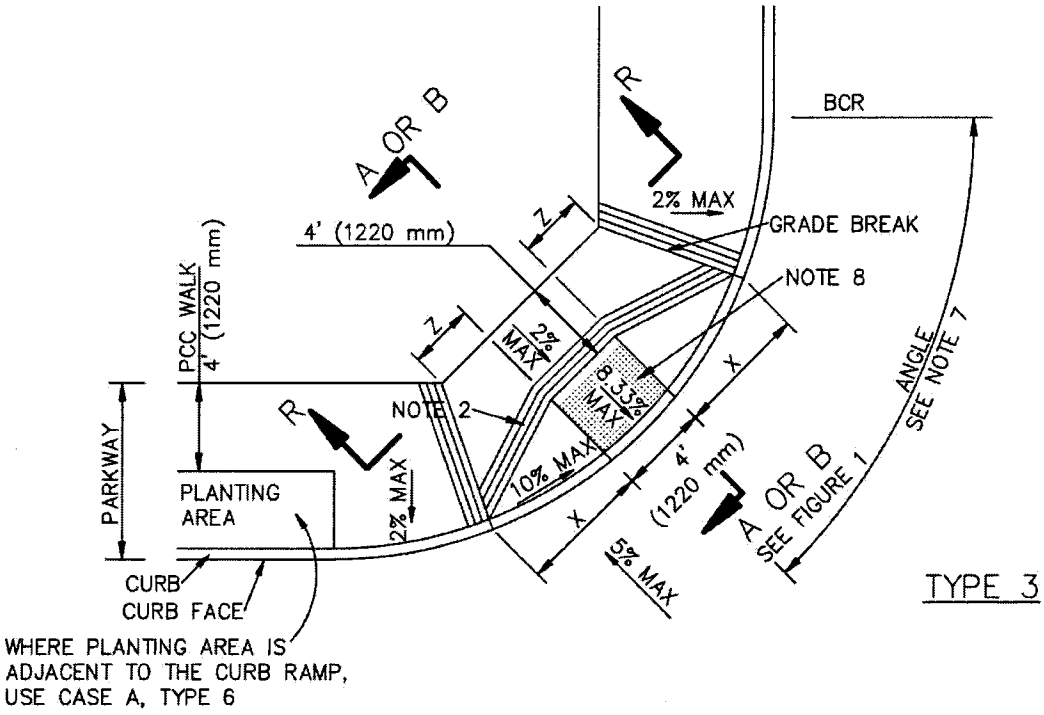

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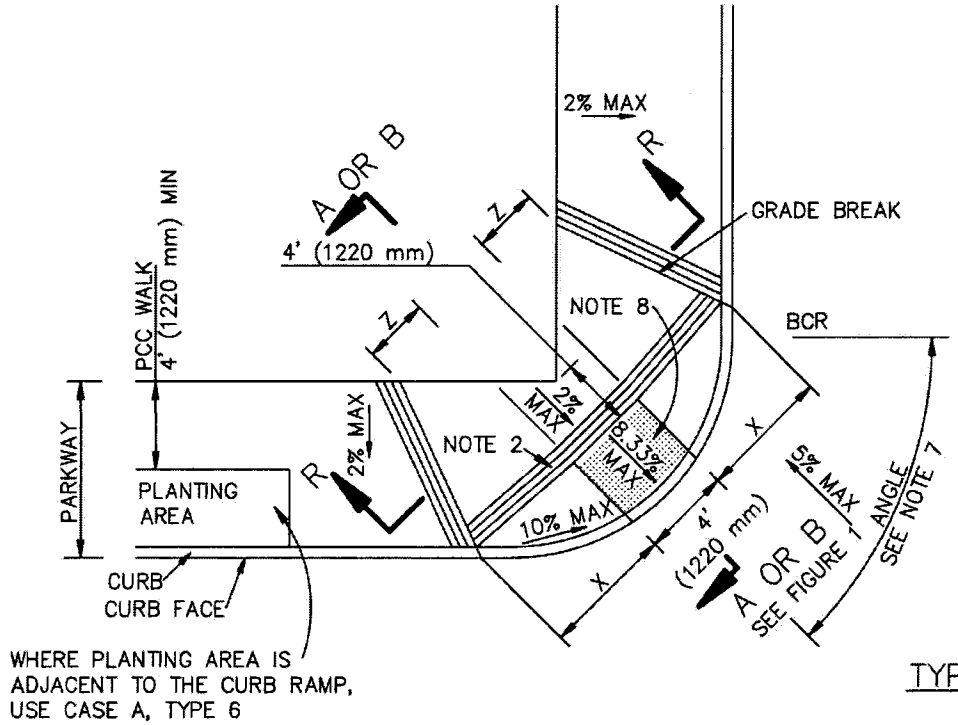
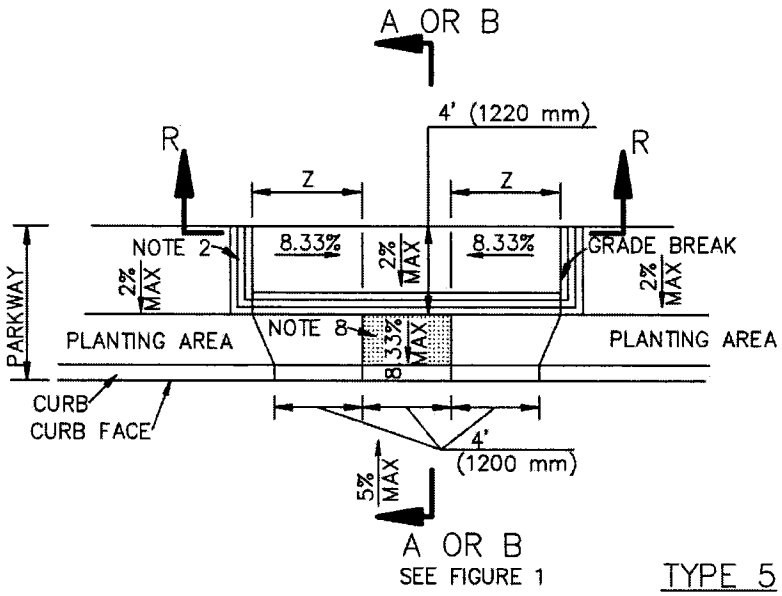


TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 2 OF 10



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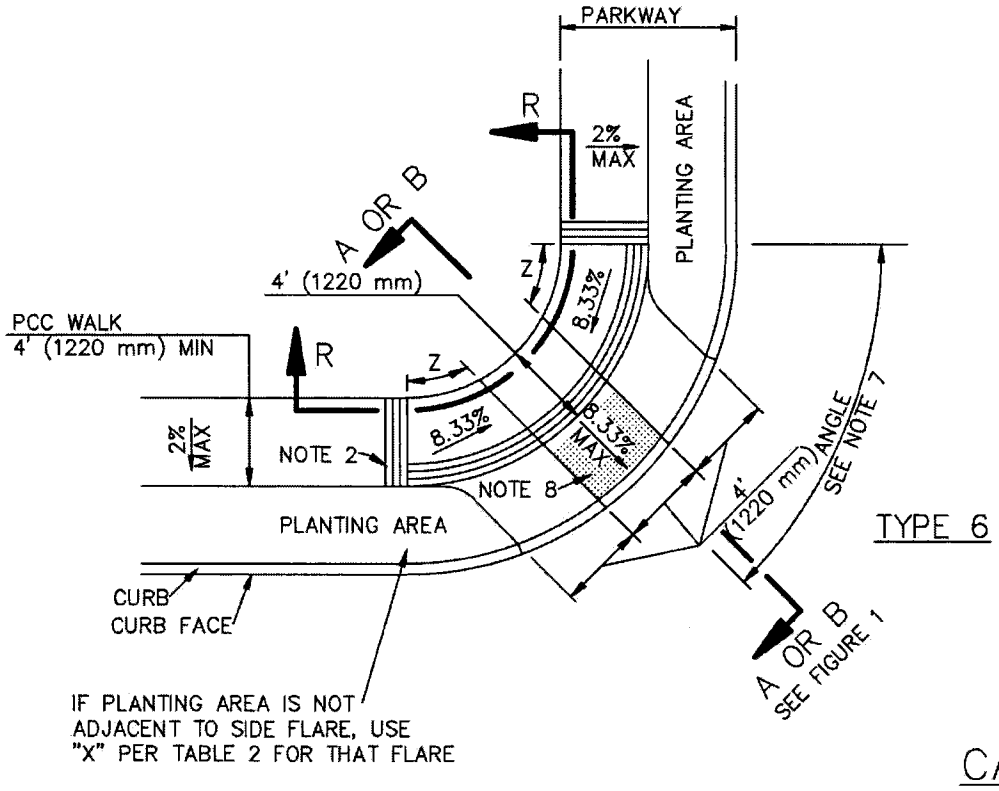
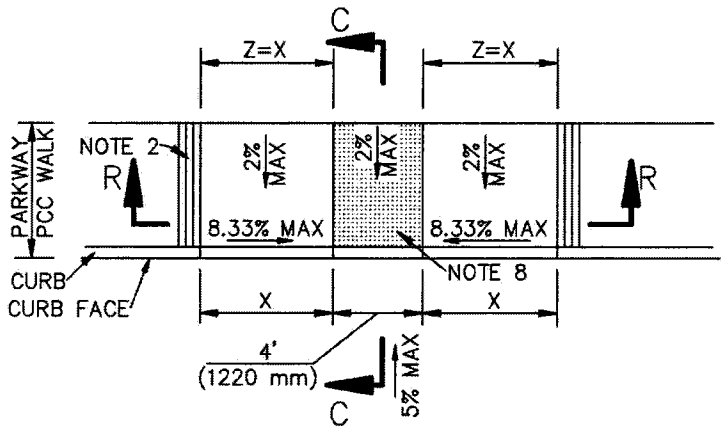


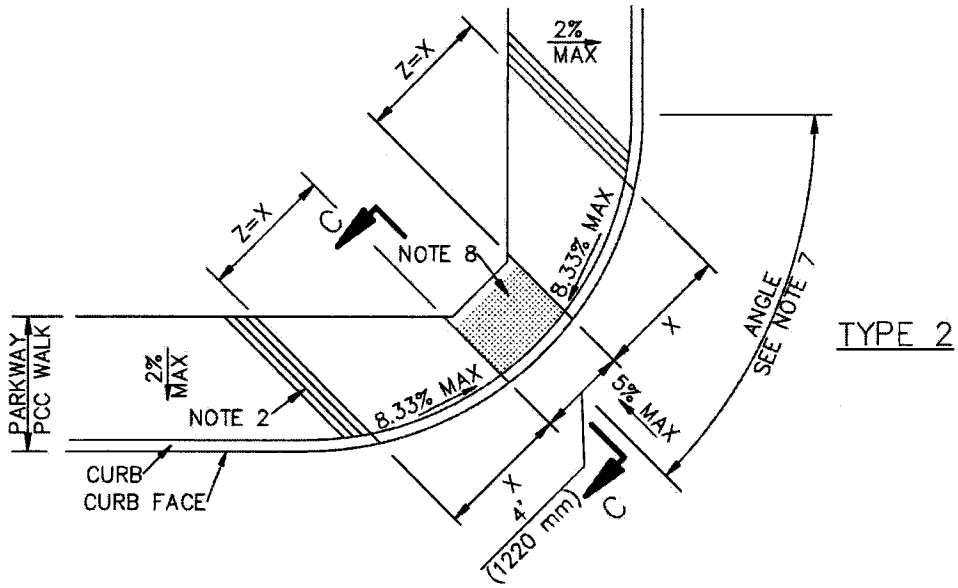
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 3 OF 10



TYPE 1

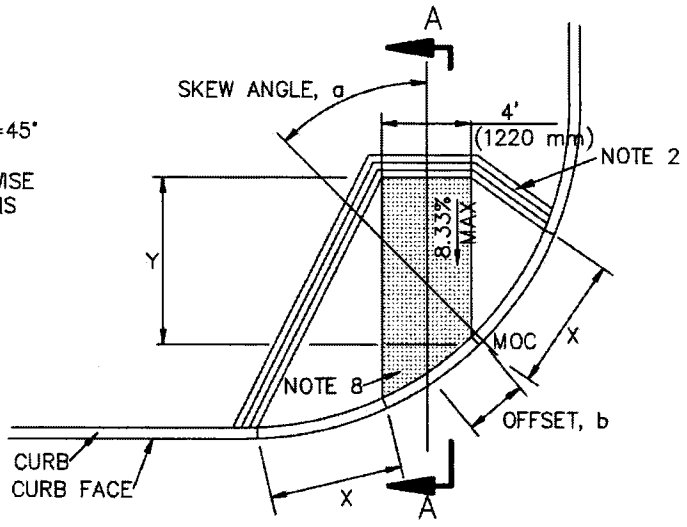


TYPE 2

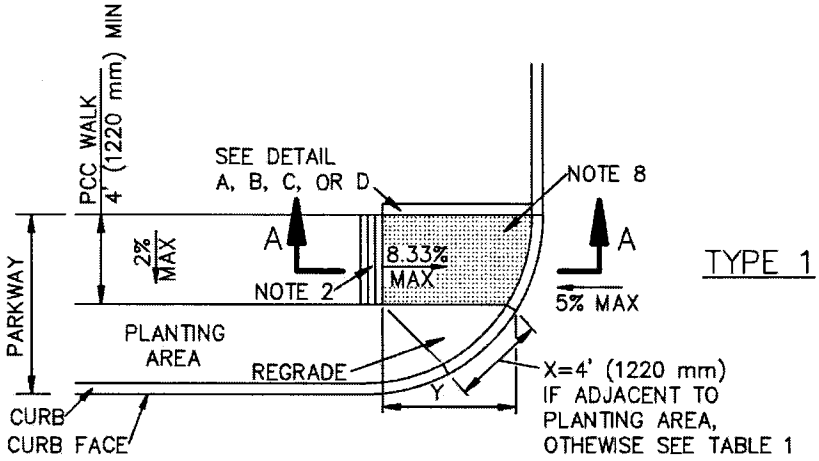
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 4 OF 10

SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



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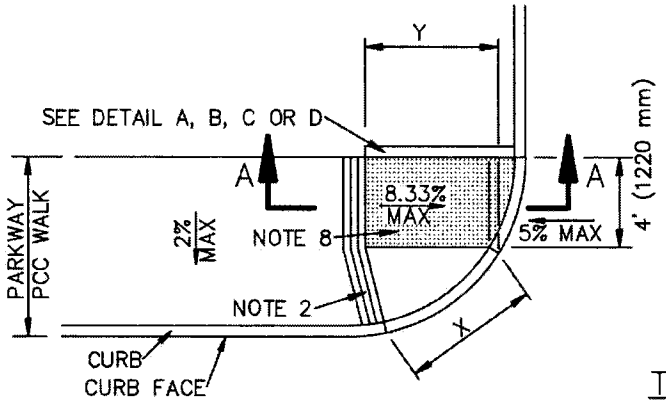
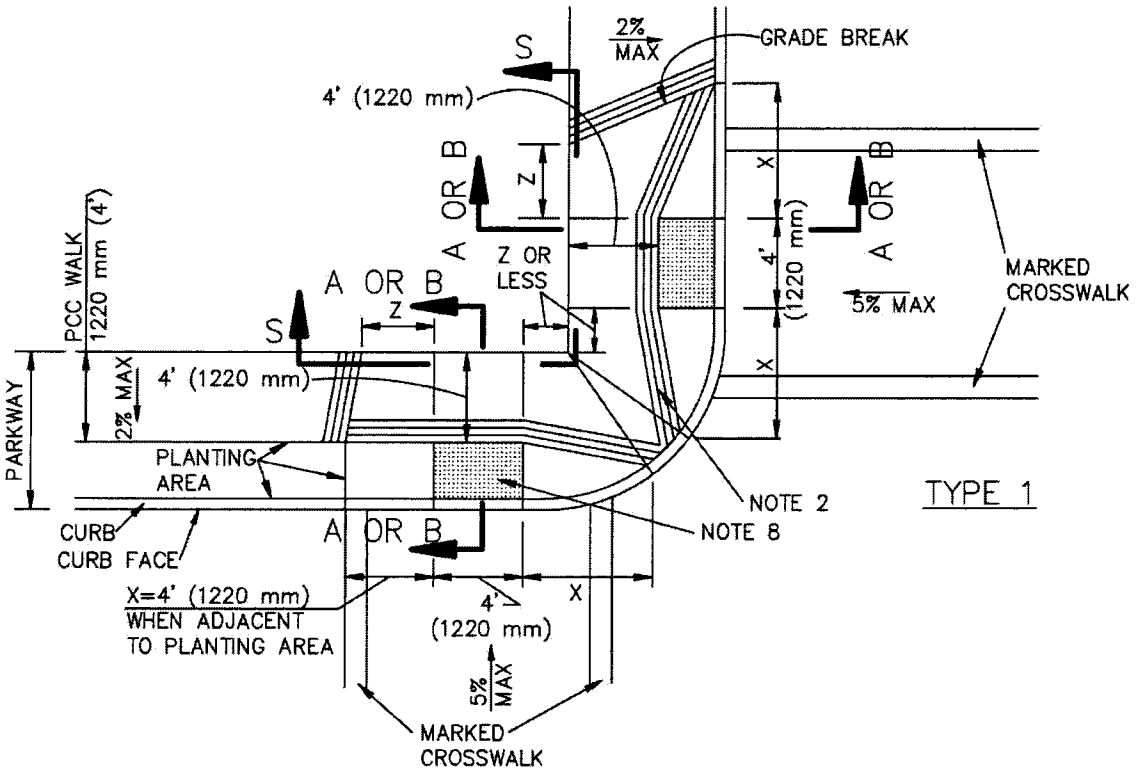
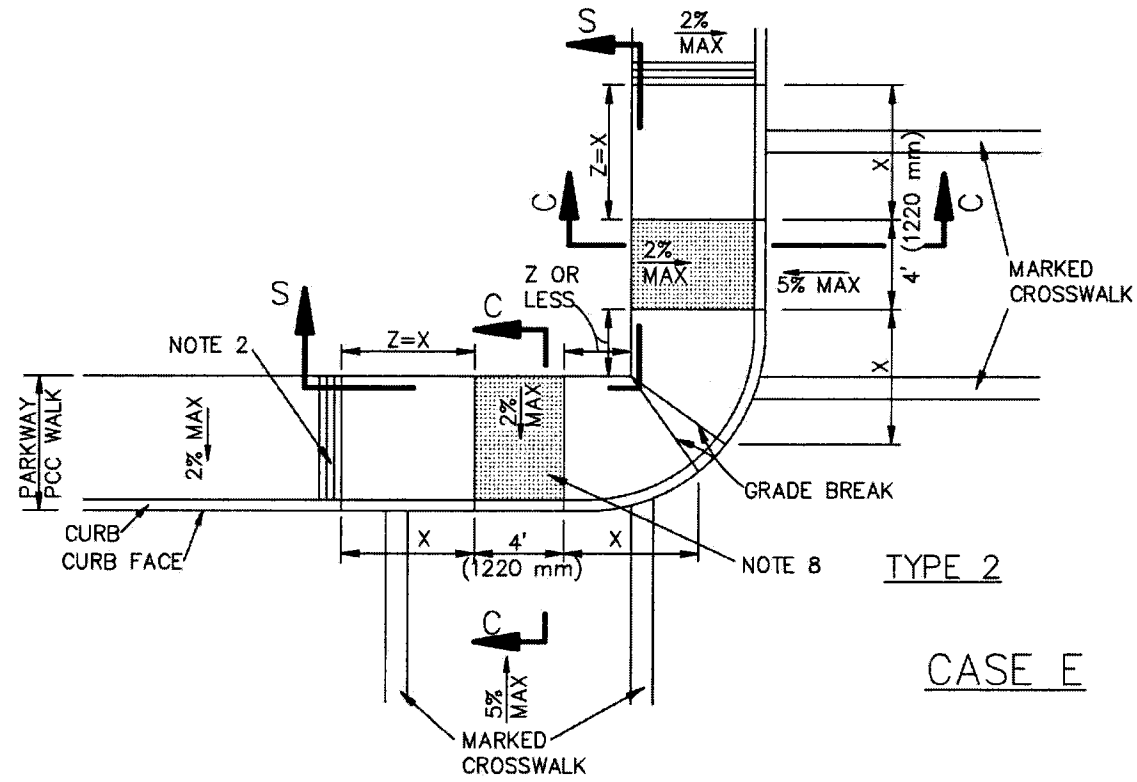


TYPE 2

CASE D

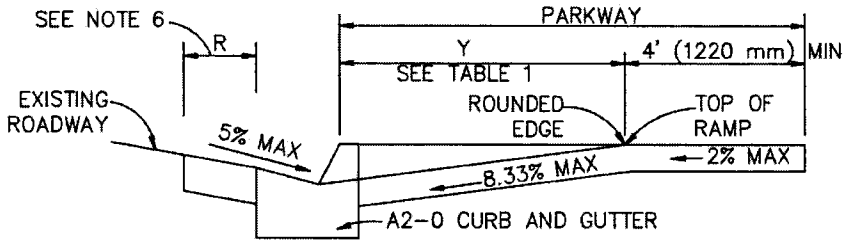
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 5 OF 10





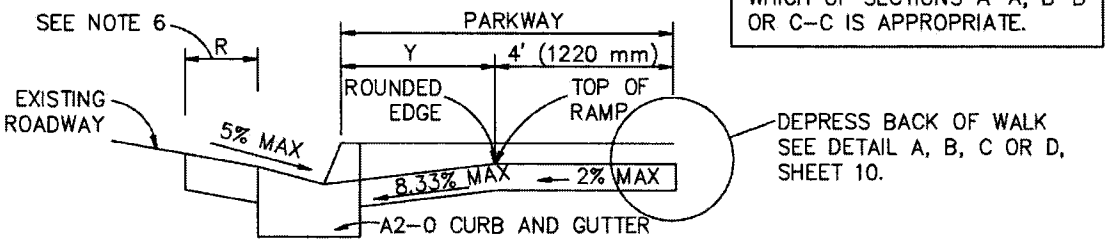
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 6 OF 10

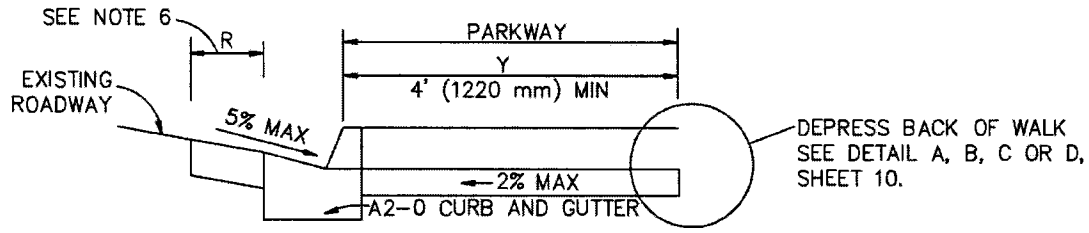


SECTION A–A

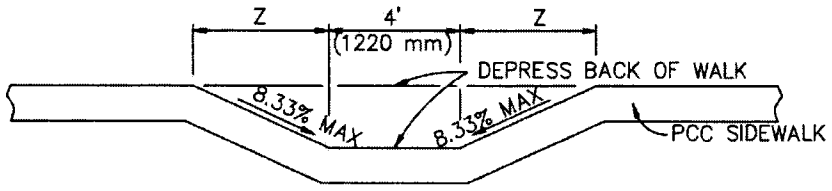
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



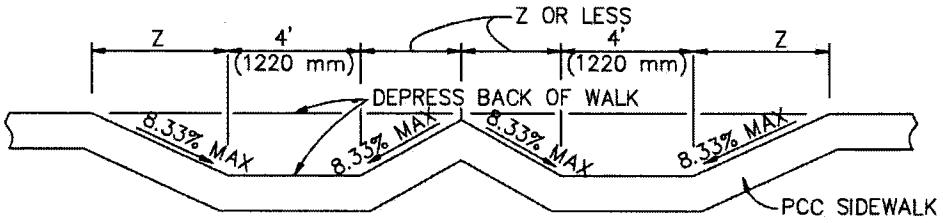
SECTION B–B



SECTION C–C



SECTION R–R



SECTION S–S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 7 OF 10

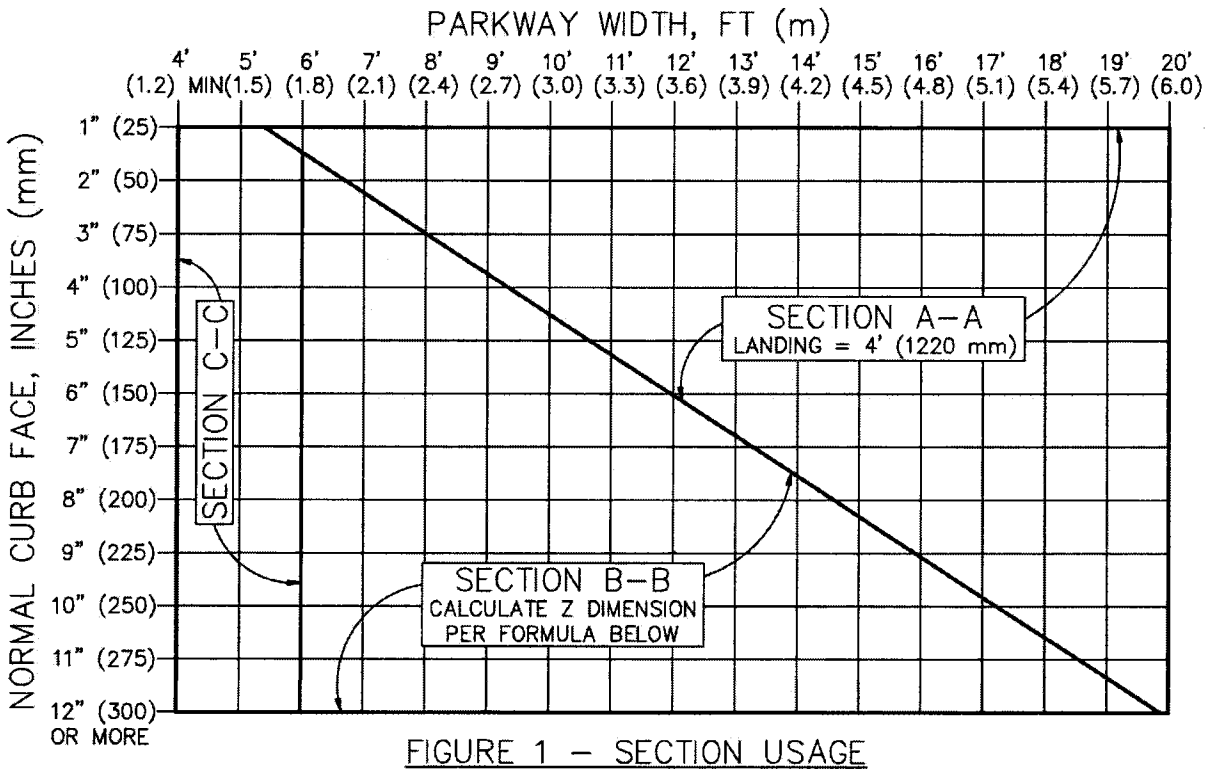


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

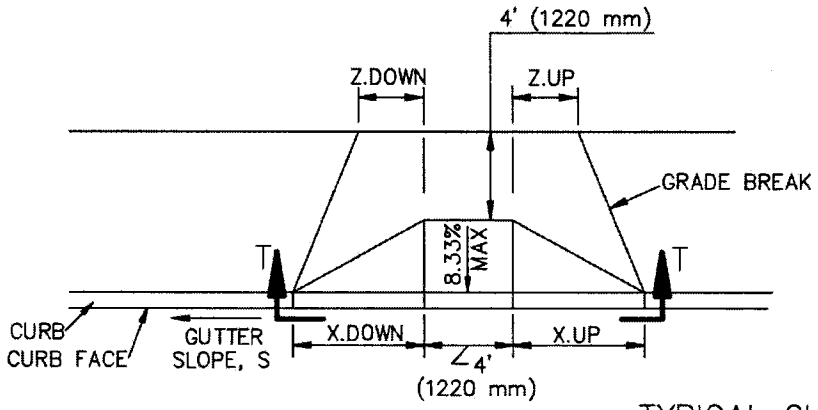
TABLE 1 – X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

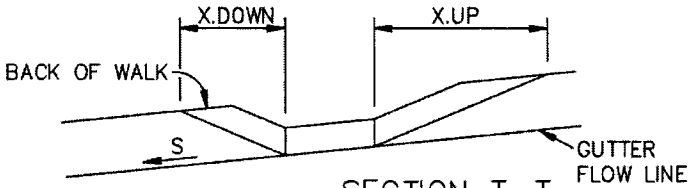
WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

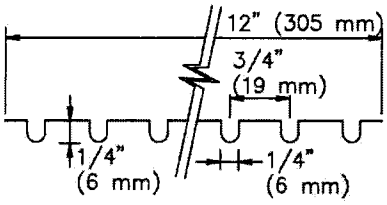
FOR EXAMPLE, X.DOWN = X x K.DOWN

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

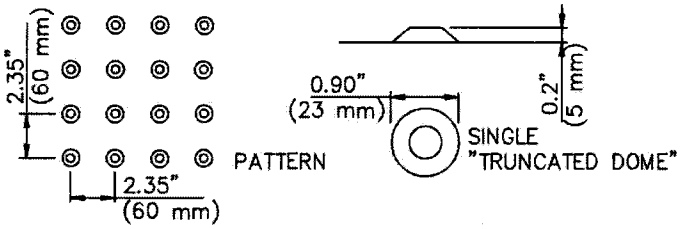
TABLE 2 – SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

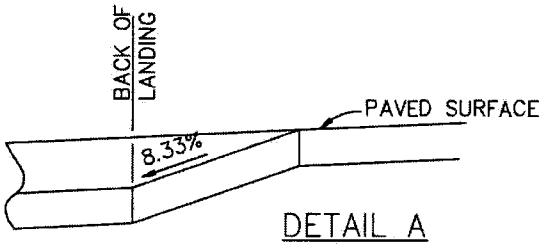
STREET SLOPE ADJUSTMENTS



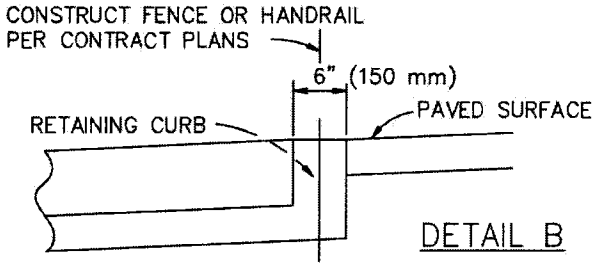
GROOVING DETAIL



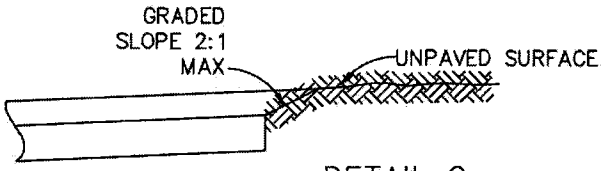
DETECTABLE WARNING DETAIL



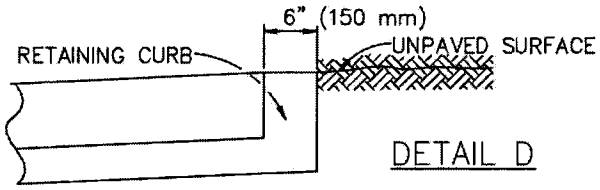
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

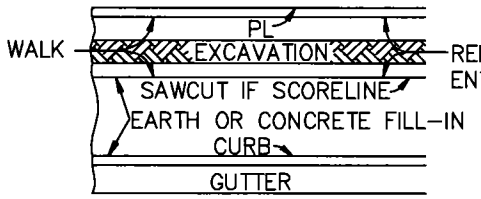
1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10

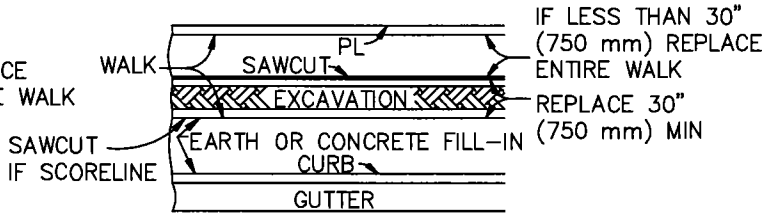
WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

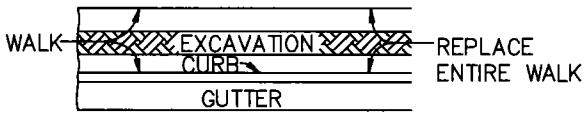


WALK 5' (1500 mm) WIDE OR MORE

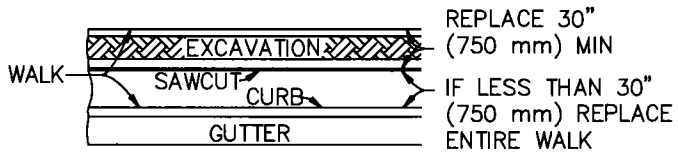


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

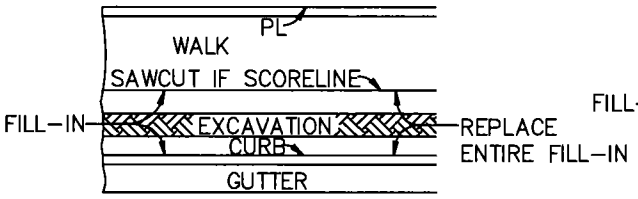


WALK 5' (1500 mm) WIDE OR MORE

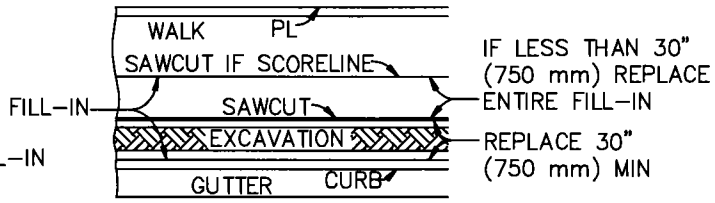


FILL–IN REPLACEMENT

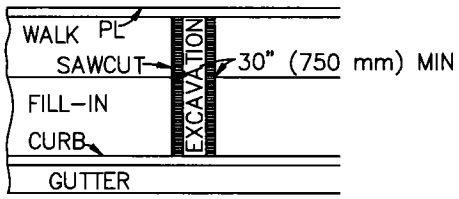
FILL–IN LESS THAN 5' (1500 mm) WIDE



FILL–IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

NOTES

1. CONCRETE WALK, FILL–IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

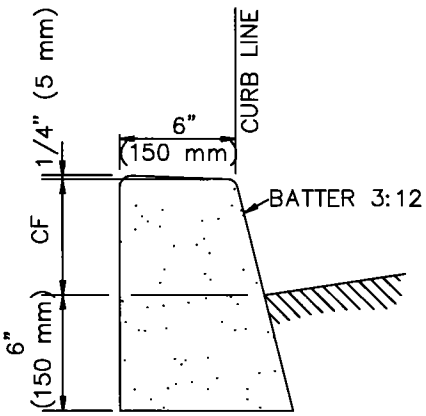
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

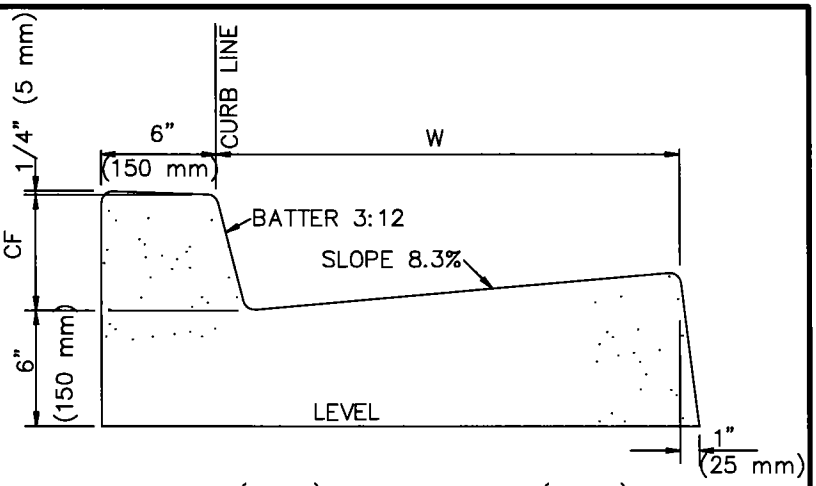
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

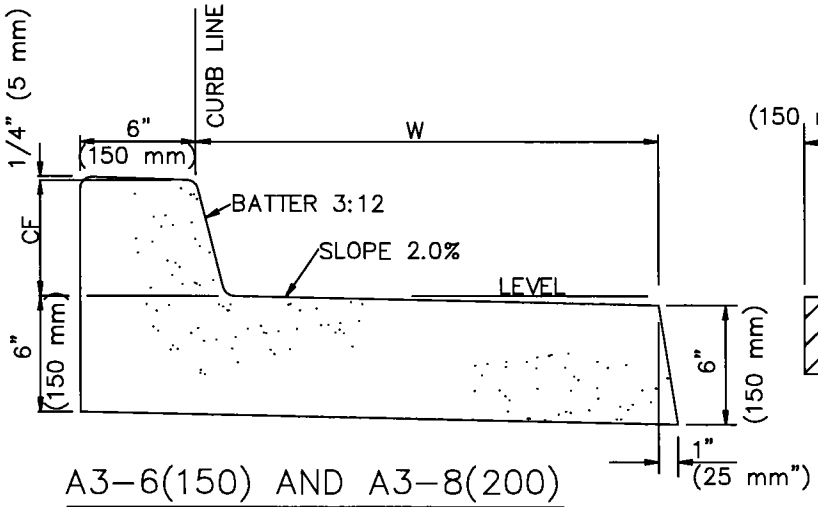
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.



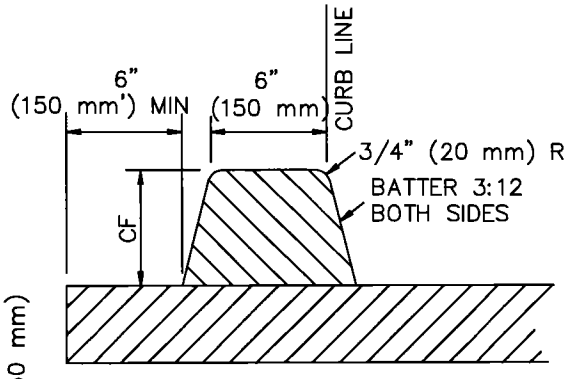
A1–6(150) AND A1–8(200)



A2–6(150) AND A2–8(200)



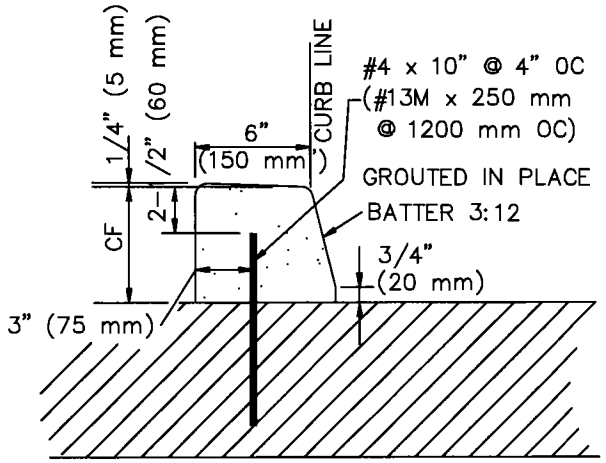
A3–6(150) AND A3–8(200)



D1–6(150) AND D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

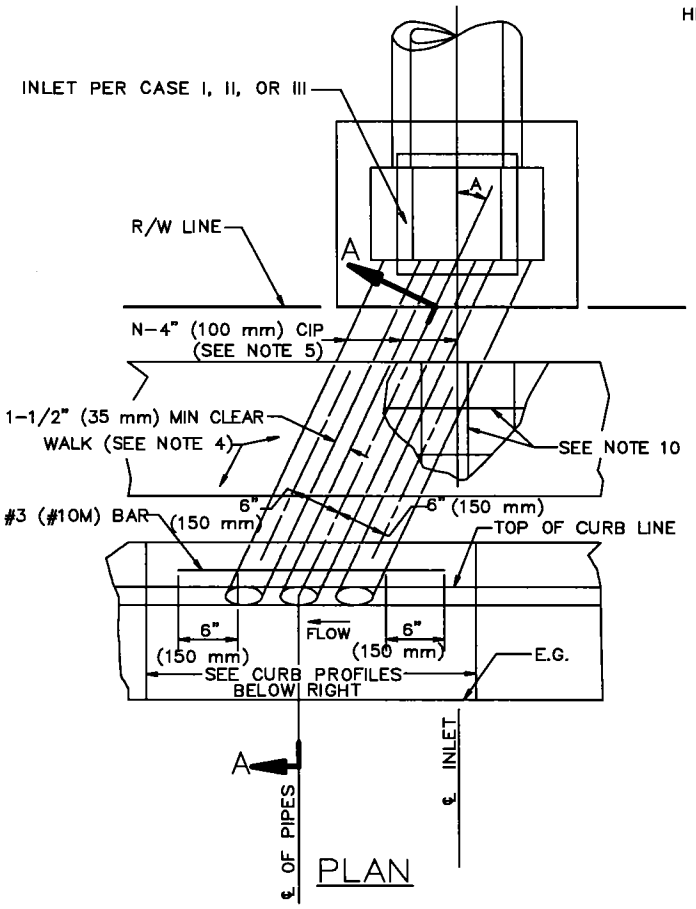
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

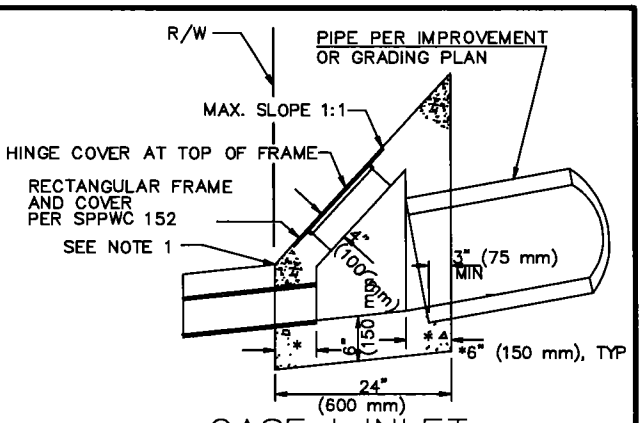
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

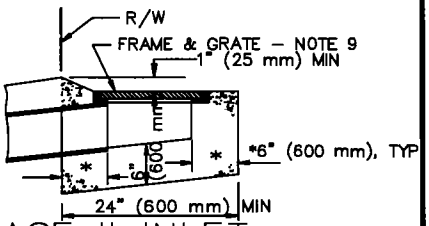
STANDARD PLAN 120–2

SHEET 1 OF 1

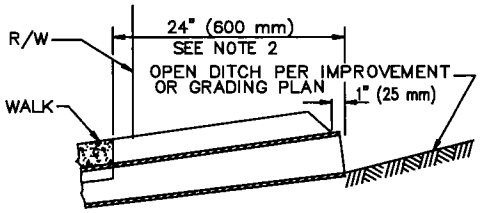




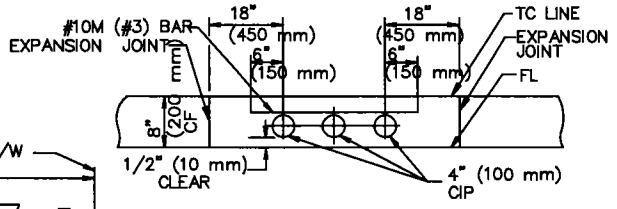
CASE I INLET
TRANSITION STRUCTURE SECTION



CASE II INLET
DROP INLET CATCH BASIN SECTION

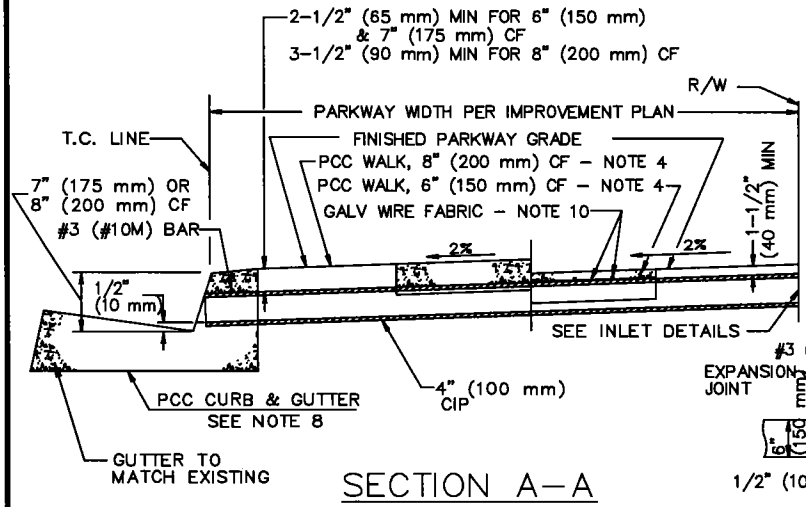


CASE III INLET
GRADED DITCH SECTION

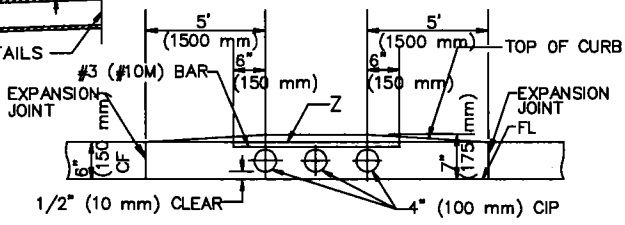


NOTE: APPLIES TO ANY NUMBER OF PIPES

CURB PROFILE
8" (200 mm) CURB FACE



SECTION A–A



NOTE: APPLIES TO ANY NUMBER OF PIPES
Z = TOP-OF-CURB LINE SHOWN ON PROFILE

CURB PROFILE
6" (150 mm) CURB FACE

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1992, 1996, 2009

CURB DRAIN

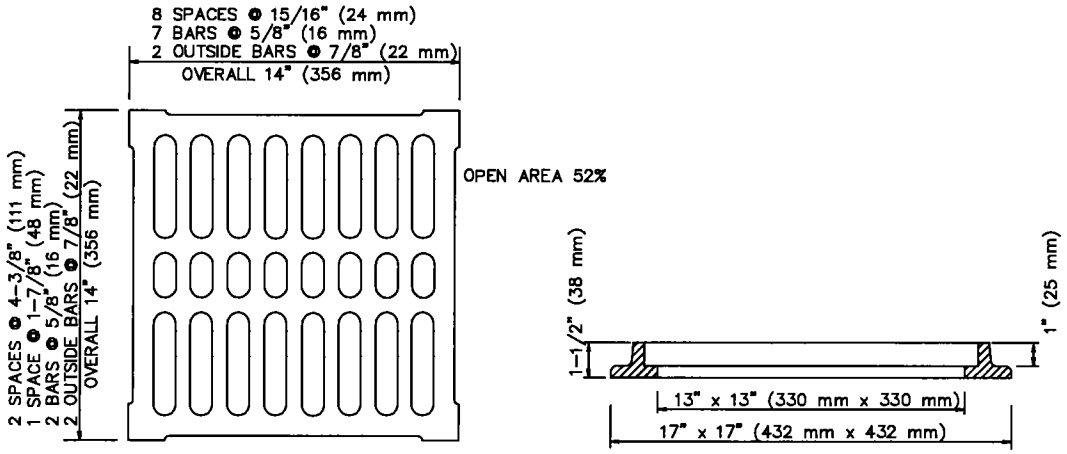
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 150-3

SHEET 1 OF 2

NOTES

1. IF THE TOP OF SLOPE IS ALLOWED WITHIN THE R/W, INLET CASE I BEGINS AT THE TOP RATHER THAN THE R/W LINE.
2. FOR OPEN DITCH (CASE INLET III), THE 24" (600 mm) EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 24" (600 mm) OR MORE FROM THE R/W LINE; HOWEVER, PIPE SHALL EXTEND TO R/W LINE.
3. TOP OF INLET STRUCTURE (CASE I AND II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
4. CONSTRUCT PCC WALK WHEN SPECIFIED ON PLANS. THE CONTRACT PRICE PAID FOR PCC WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
5. "N" EQUALS NUMBER OF PIPES (MAXIMUM OF THREE) AS SPECIFIED ON PLANS.
6. INLET CASE TO BE SPECIFIED ON PLANS.
7. ANGLE A EQUALS 0°, UNLESS OTHERWISE SPECIFIED.
8. TYPE, DIMENSIONS AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER PLANS.
9. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR CASE II INLET SHALL BE GALVANIZED CAST IRON. WEIGHT OF FRAME AND GRATE SHALL BE 80 LBS (36 kg).
10. AT LOCATIONS WITH LESS THAN 8" (200 mm) CURB FACE, USE 6x6–10/10 (152x152–MW9.1xMW9.1) GALVANIZED WIRE FABRIC. WIRE FABRIC SHALL EXTEND 8" (200 mm) BEYOND THE EDGE OF CAST IRON PIPES.



TOP OF GRATE

SECTION THRU FRAME

GRATE FOR CASE II INLET

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB DRAIN	**150–3**
	SHEET 2 OF 2

UTILITY CONTACTS:

CENCO REFINING CO.	(562) 944-6111
ORANGE COUNTY SANITATION DIST.	(714) 962-2411
PACIFIC BELL	(714) 666-5716
ROOSMOOR/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
AC	ASPHALT CONCRETE
ANG	ANGLE
AP	ANGLE POINT
ASPH	ASPHALT
BEG	BEGIN
BW	BACK OF WALK
CAB	CRUSHED AGGREGATE BASE
C/L	CENTER LINE
C&G	CURB & GUTTER
CLR	CLEAR
CONST	CONSTRUCT
D/W	DRIVEWAY
ESMT	EASEMENT
EP	EDGE OF PAVEMENT
EL	ELEVATION
EX\EXIST	EXISTING
FF	FINISHED FLOOR
FO	FIBER OPTIC CABLE
FS	FINISHED SURFACE
FL	FLOW LINE
H	HEIGHT
HMA	HOT MIX ASPHALT
HP	HINGE POINT
INV	INVERT
JPCP	JOINTED PLAIN CONCRETE PAVEMENT
L	LENGTH
LF	LINEAR FOOT
LOL	LAYOUT LINE
MAX	MAXIMUM
MBGR	METAL BEAM GUARD RAILING
MIN	MINIMUM
MSE	MECHANICALLY STABILIZED EARTH
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NW	NORTHWEST
O.C.	ON CENTER, OWNERS CONDUIT
OG	ORIGINAL GROUND
PCC	PORTLAND CEMENT CONCRETE/ POINT OF COMPOUND CURVATURE
P/L	PROPERTY LINE
PROP	PROPOSED
PVI	POINT OF VERTICAL INFLECTION
RW	RECLAIMED WATER
S	SANITARY SEWER
SCE	SOUTHERN CALIFORNIA EDISON
SE	SOUTHEAST
SF	SQUARE FOOT
SD	STORM DRAIN
SMH	SEWER MANHOLE
STA	STATION
STD	STANDARD
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
TBD	TO BE DETERMINED
TC	TOP OF CURB
TD	TOP OF DITCH
TF	TOP OF FOOTING
TLP	TOP OF LEVELING PAD
TRANS	TRANSITION
TW	TOP OF WALL
TYP	TYPICAL
UGU	UNDERGROUND UTILITIES
VAR	VARIES
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

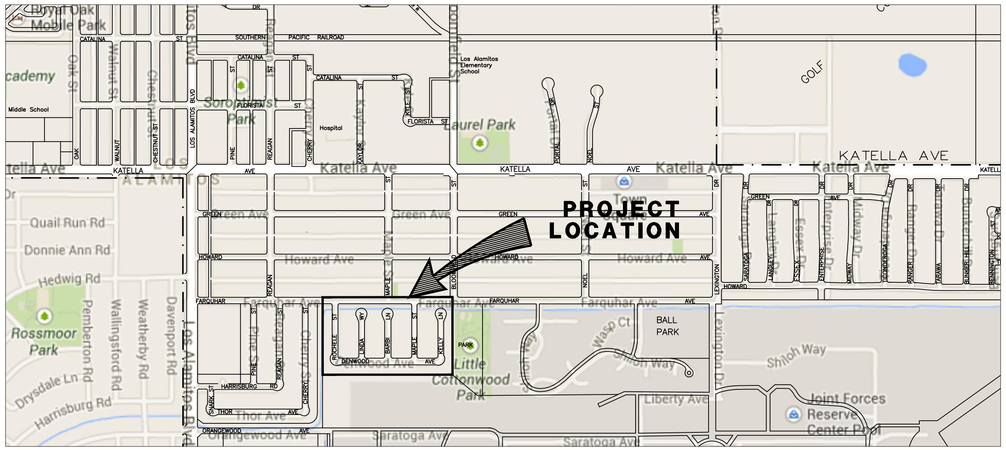
CITY OF LOS ALAMITOS

DEVELOPMENT SERVICES DEPARTMENT

LOS ALAMITOS STREET IMPROVEMENTS

SUBURBIA NEIGHBORHOOD

CIP 20/21-03



VICINITY MAP

SCALE : N.T.S.

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STREET IMPROVEMENT PLAN ROCHELLE ST LINDA WAY BARBI LN DENWOOD AVE FROM ROCHELLE ST TO BARBI LN
3	STREET IMPROVEMENT PLAN MAPLE ST KELLY LN DENWOOD AVE FROM MAPLE ST TO KELLY LN
4	SIGNING AND STRIPING PLAN ROCHELLE ST LINDA WAY BARBI LN DENWOOD AVE FROM ROCHELLE ST TO BARBI LN
5	SIGNING AND STRIPING PLAN MAPLE ST KELLY LN DENWOOD AVE FROM MAPLE ST TO KELLY LN

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, 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.

SIGNING AND STRIPING GENERAL NOTES:

1. ALL TRAFFIC LANES AND PAVEMENT MARKINGS TO BE PAINTED (2 COATS) PER STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS 2018 EDITION AND THE CALIFORNIA MUTCD 2014 EDITION
2. ALL STRIPING AND MARKINGS SHALL BE INSTALLED, RELOCATED AND REMOVED BY THE CONTRACTOR.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
4. INSTALL TWO-WAY BLUE REFLECTIVE MARKER AT EVERY FIRE HYDRANT.
5. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
6. NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
7. ALL SIGNS ARE EXISTING UNLESS NOTED OTHERWISE.
8. CONTRACTOR SHALL USE CITY PROVIDED STENCILS FOR ALL "STOP", "SCHOOL AHEAD", "SIGNAL AHEAD" AND "KEEP CLEAR" PAVEMENT MARKINGS.

BID SET
May 4, 2021

811 Know what's below. Call before you dig.

REVISIONS				REFERENCES
NUMBER	DATE	INITIALS		APPV'D

REGISTERED PROFESSIONAL ENGINEER FREDRICK E. WICKMAN NO. 47979 CIVIL STATE OF CALIFORNIA

WILLDAN Engineering
2401 East Katella Ave, Suite 400, Anaheim, California 92806
714/978-8200 fax 714/978-8299

		DATE
DRAWN BY	AE	5/4/2021
CHECKED BY	FW	5/4/2021
DESIGNED BY	FW	5/4/2021
APPROVED City Engineer		5/4/2021 Date

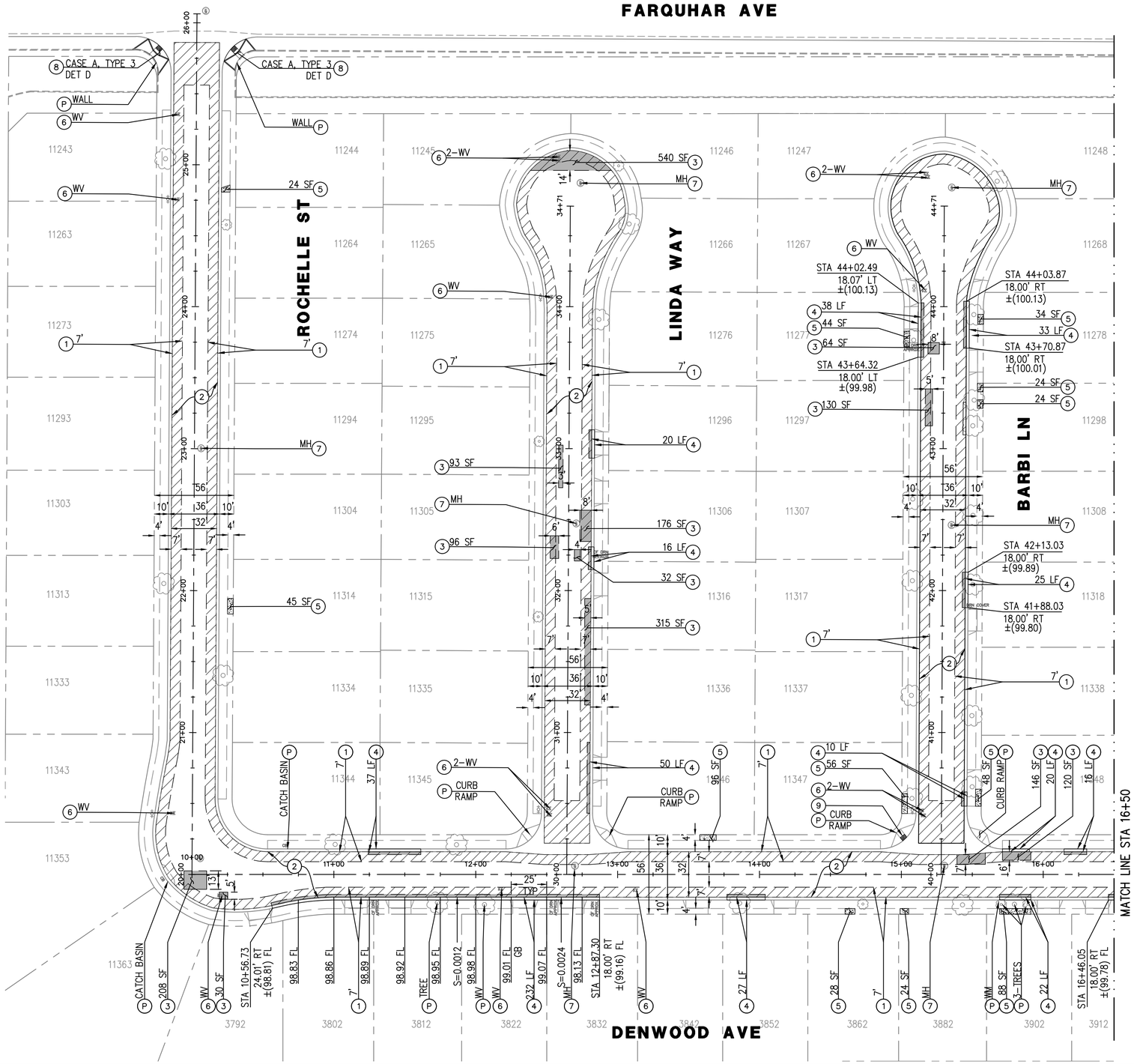
CITY OF LOS ALAMITOS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS

TITLE SHEET

SHEET 1 OF 5

USER: aescobar
DATE: May 04, 2021 - 4:05pm
FILE: U:\11018\4-Los Al Suburbia Neighborhood\900-PS&E\901-Plans\pl-01 TITLE.dwg



CONSTRUCTION NOTES:

1. COLD MILL EXISTING PAVEMENT 0–INCH TO 1.5–INCH VARYING DEPTH
2. CONSTRUCT 1.5–INCH ARHM OVERLAY UNIFORM DEPTH
3. REMOVE EXISTING PAVEMENT AND BASE AND CONSTRUCT 6–INCH FULL DEPTH ASPHALT CONCRETE
4. REMOVE AND CONSTRUCT A2–6 CURB AND GUTTER PER SPPWC STD PLAN 120–2
5. REMOVE AND CONSTRUCT 4–INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113–2
6. ADJUST VALVE TO GRADE
7. ADJUST MANHOLE FRAME TO GRADE
8. REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111–5, CASE AND TYPE PER PLAN
9. INSTALL DETECTABLE WARNING SURFACE PER SPPWC STD PLAN 111–5

P. PROTECT IN PLACE

LEGEND

- COLD MILL EXISTING PAVEMENT 0–INCH TO 1.5–INCH VARYING DEPTH
- REMOVE AND CONSTRUCT 6–INCH THICK AC PAVEMENT OVER COMPACTED NATIVE
- REMOVE AND CONSTRUCT 4–INCH THICK PCC SIDEWALK

BID SET
May 4, 2021

HORIZ 1"= 40'
SCALE 40 20 0 40 80 FEET

FILE: U:\1101894-Los Al Suburbia Neighborhood\900-PS&E\901-Plans\PL-ROAD-01.dwg
USER: aescobar
DATE: May 04, 2021 - 4:05pm

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REGISTERED PROFESSIONAL ENGINEER FREDRICK E. WICKMAN NO. 47979 CIVIL STATE OF CALIFORNIA

WILLDAN Engineering
2401 East Katella Ave, Suite 450, Anaheim, California 92806
714/978-8200 fax 714/978-8299

		DATE
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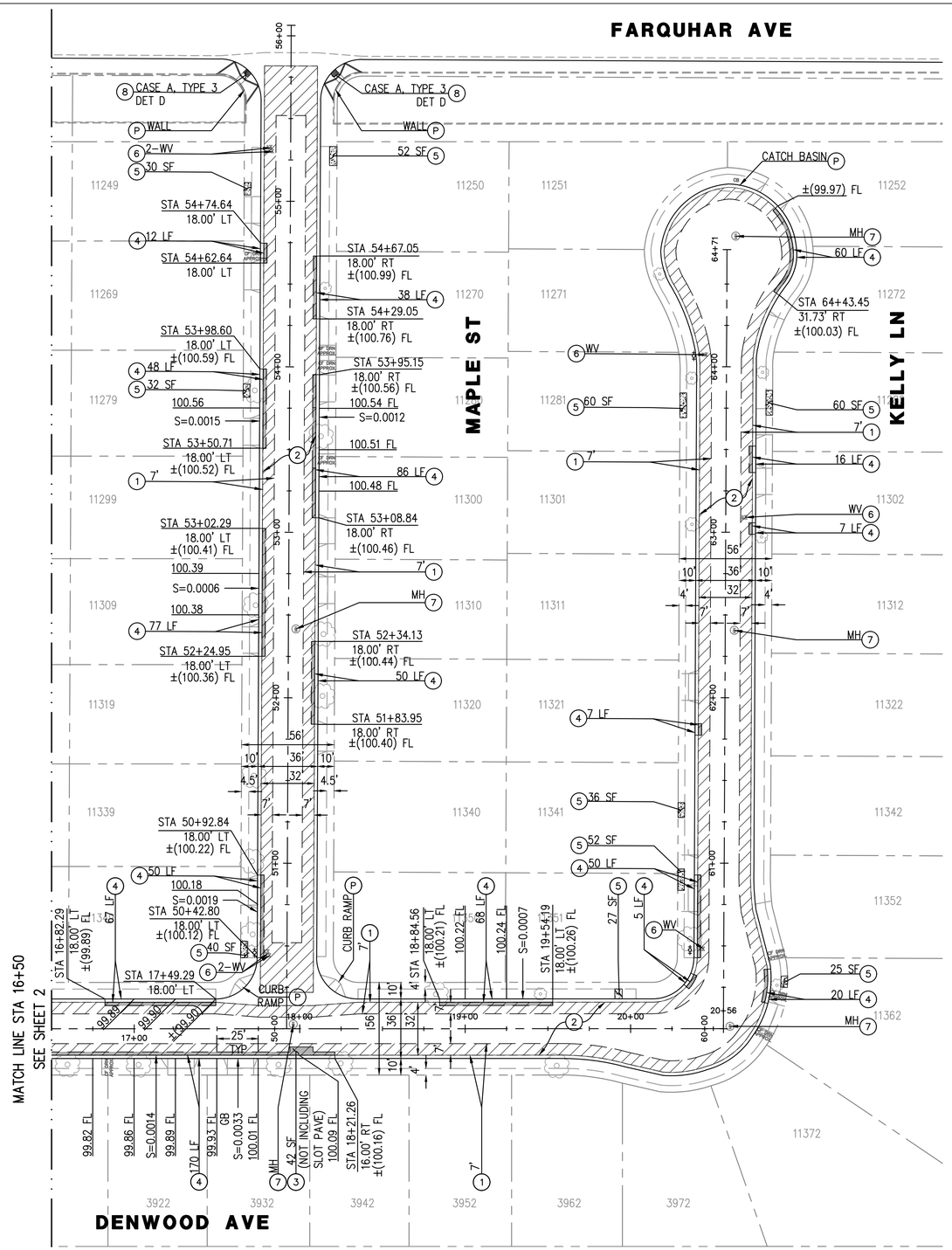
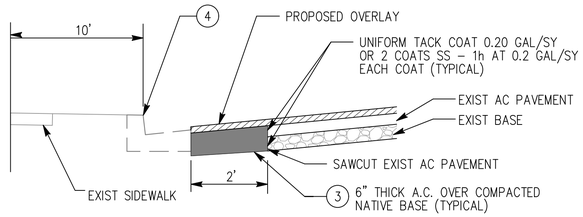
DESIGNED BY	FW	3/15/2021
APPROVED City Engineer		3/15/2021 Date

CITY OF LOS ALAMITOS

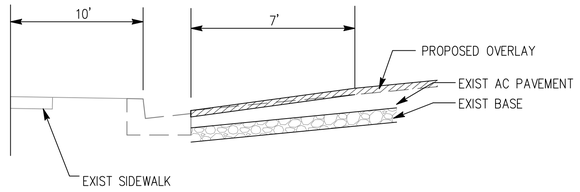
SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS

ROCHELLE ST, LINDA WAY, BARBI LN,
DENWOOD AVE FROM ROCHELLE ST TO BARBI LN

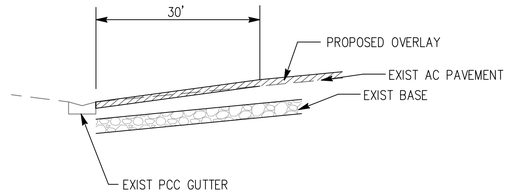




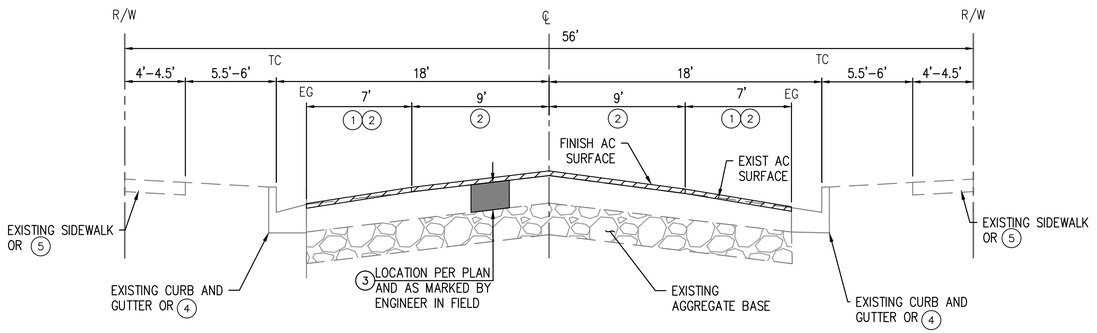
CURB AND GUTTER REPLACEMENT
DETAIL "A"
N.T.S.



EDGE GRIND DETAIL
DETAIL "B"
N.T.S.



TAPER GRIND DETAIL
DETAIL "C"
N.T.S.



TYPICAL SECTION
ROCHELLE ST
LINDA WAY
BARBI LN
MAPLE ST
KELLY LN
DENWOOD AVE
N.T.S.

CONSTRUCTION NOTES:
1. COLD MILL EXISTING PAVEMENT 0–INCH TO 1.5–INCH VARYING DEPTH
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P. PROTECT IN PLACE

LEGEND
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- REMOVE AND CONSTRUCT 4–INCH THICK PCC SIDEWALK

BID SET
May 4, 2021

HORIZ 1"= 40'
40 20 0 40 80
SCALE FEET

Know what's below. Call before you dig. 811

REVISIONS				REFERENCES
NUMBER	DATE	INITIALS		APPV'D

REGISTERED PROFESSIONAL ENGINEER
FREDRICK E. WICKMAN
NO. 47979
CIVIL
STATE OF CALIFORNIA

WILLDAN Engineering
2401 East Katella Ave, Suite 450, Anaheim, California 92806
714/978-8200 fax 714/978-8299

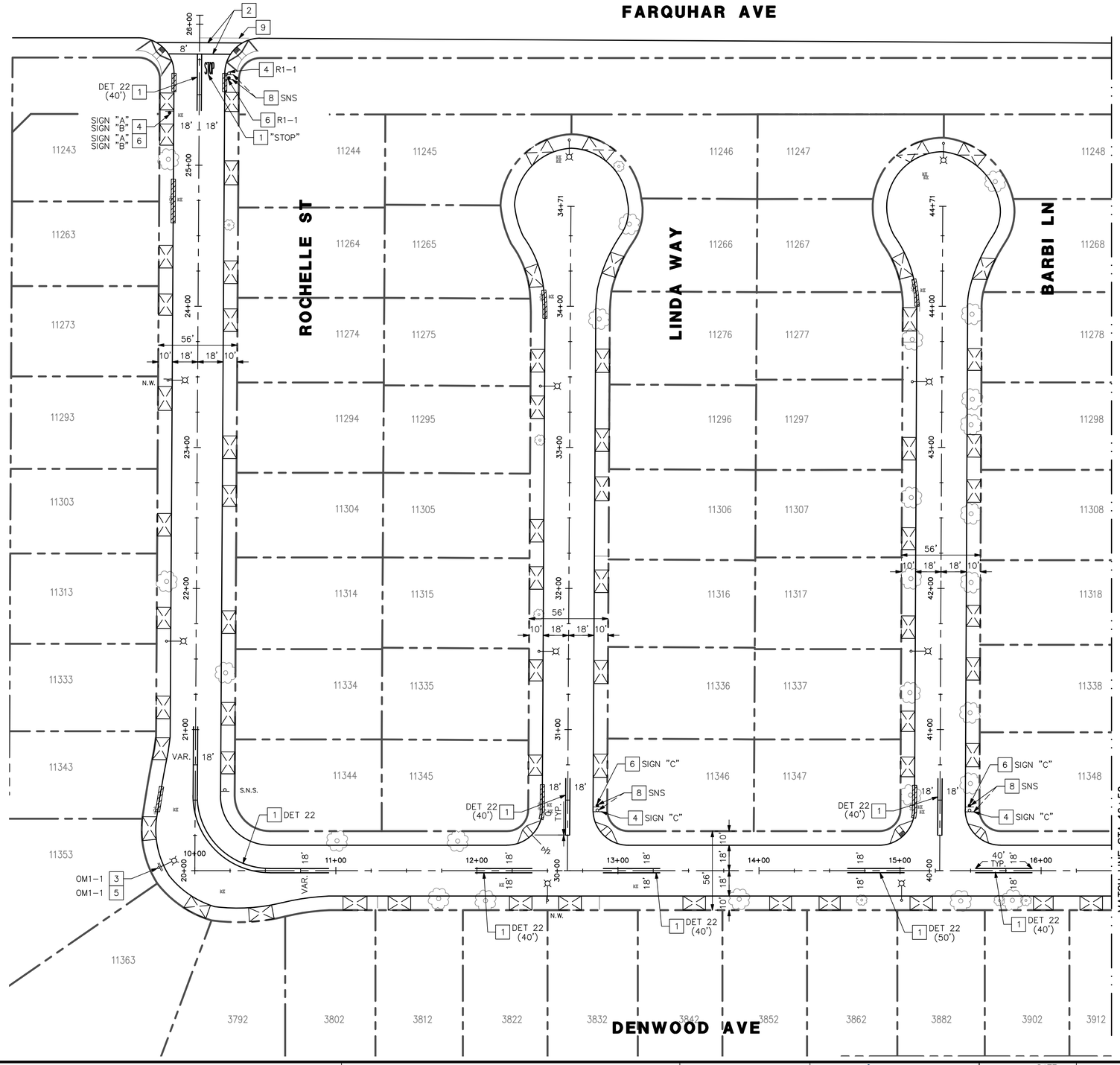
		DATE
DRAWN BY	AE	3/15/2021
CHECKED BY	FW	3/15/2021
DESIGNED BY	FW	3/15/2021
APPROVED City Engineer		3/15/2021 Date

CITY OF LOS ALAMITOS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS
MAPLE ST, KELLY LN,
DENWOOD AVE FROM MAPLE ST TO KELLY LN

SHEET 3 OF 5

USER: aescobar
DATE: May 04, 2021 - 4:05pm
FILE: U:\110184+Los Al Suburbia Neighborhood\900-PS&E\901-Plans\PL-ROAD-02.dwg



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7. ALL SIGNS ARE EXISTING UNLESS NOTED OTHERWISE.
8. ALL EXISTING STRIPING AND PAVEMENT MARKINGS CONFLICTING WITH PROPOSED STRIPING OR MARKINGS SHALL BE REMOVED.

SIGNING AND STRIPING CONSTRUCTION NOTES:

1. INSTALL STRIPING DETAIL OR PAVEMENT MARKING AS INDICATED.
2. INSTALL 12" WHITE CROSSWALK AS SHOWN. CROSSWALK SHALL BE 8' IN WIDTH (INSIDE TO INSIDE).
3. REMOVE SIGN AS NOTED.
4. REMOVE SIGN(S) AND POST AS NOTED.
5. INSTALL SIGN AS NOTED.
6. INSTALL SIGN(S) AND POST AS INDICATED.
7. INSTALL PARKING STALL PER DETAIL "A".
8. RELOCATE EXISTING SIGN(S) AS INDICATED TO NEW POST.
9. REMOVE CONFLICTING STRIPING.

STREET SIGN LEGEND

LEGEND

▨ – EXISTING RED CURB

BID SET
May 4, 2021

HORIZ 1"= 40'
40 20 0 40 80
SCALE FEET

Know what's below. Call before you dig.

REVISIONS				REFERENCES
NUMBER	DATE	INITIALS		APPV'D

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. LAU
No. 83887
EXP. 09/30/21
CIVIL
STATE OF CALIFORNIA

WILLDAN Engineering
2401 East Katella Ave, Suite 450, Anaheim, California 92806
714/978-8200 fax 714/978-8299

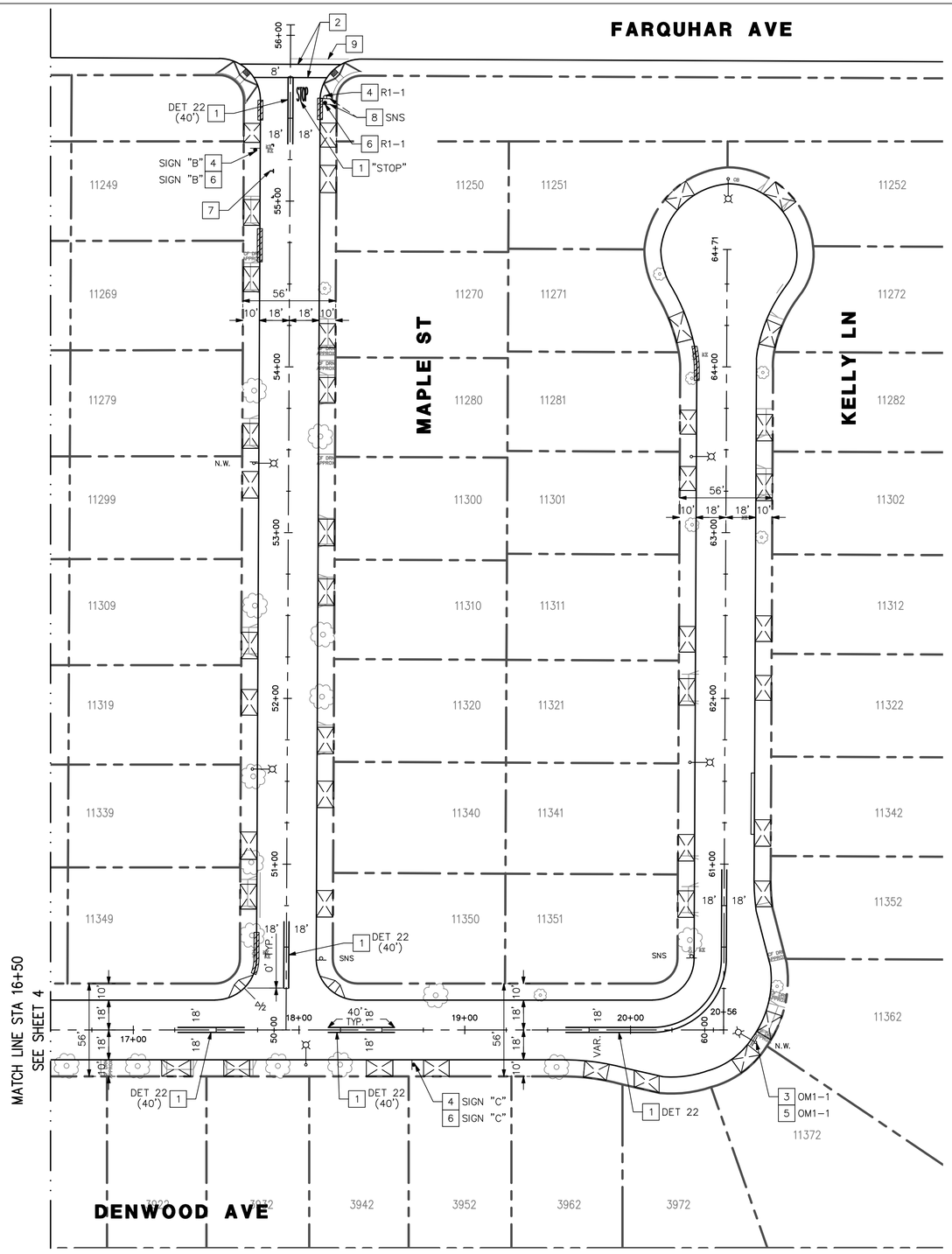
		DATE
DRAWN BY	BC	5/4/2021
CHECKED BY	JL	5/4/2021
DESIGNED BY	JL	5/4/2021
APPROVED	City Engineer	5/4/2021 Date

CITY OF LOS ALAMITOS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS

ROCHELLE ST, LINDA WAY, BARBI LN,
DENWOOD AVE FROM ROCHELLE ST TO BARBI LN

USER: aescobar
DATE: May 04, 2021 - 4:06pm
FILE: U:\11018\4-Los Al Suburbia Neighborhood\900-PS&E\901-Plans\P-STRIPING-01.dwg



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6. NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
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SIGNING AND STRIPING CONSTRUCTION NOTES:

1. INSTALL STRIPING DETAIL OR PAVEMENT MARKING AS INDICATED.
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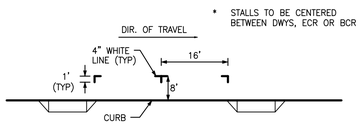
3. REMOVE SIGN AS NOTED.
4. REMOVE SIGN(S) AND POST AS NOTED.
5. INSTALL SIGN AS NOTED.
6. INSTALL SIGN(S) AND POST AS INDICATED.
7. INSTALL PARKING STALL PER DETAIL "A".
8. RELOCATE EXISTING SIGN(S) AS INDICATED TO NEW POST.
9. REMOVE CONFLICTING STRIPING.

STREET SIGN LEGEND

SIGN "A" SIGN "B" SIGN "C"

LEGEND

▨ – EXISTING RED CURB



PARALLEL PARKING STALL DETAIL
DETAIL "A"
N.T.S.

BID SET
May 4, 2021

HORIZ 1"= 40' SCALE 40 20 0 40 80 FEET

Know what's below. Call before you dig.

REVISIONS				REFERENCES
NUMBER	DATE	INITIALS		APPV'D

REGISTERED PROFESSIONAL ENGINEER JEFFREY C. LAU No. 83887 EXP. 09/30/21 CIVIL STATE OF CALIFORNIA

WILLDAN Engineering
2401 East Katella Ave, Suite 450, Anaheim, California 92806
714/978-8200 fax 714/978-8299

		DATE
DRAWN BY	BC	5/4/2021
CHECKED BY	JL	5/4/2021
DESIGNED BY	JL	5/4/2021
APPROVED City Engineer		5/4/2021 Date

CITY OF LOS ALAMITOS

SUBURBIA NEIGHBORHOOD STREET IMPROVEMENTS

MAPLE ST, KELLY LN,
DENWOOD AVE FROM MAPLE ST TO KELLY LN

SHEET 5 OF 5

USER: aescobar
DATE: May 04, 2021 - 4:06pm
FILE: U:\110184-Los Al Suburbia Neighborhood\900-PS&E\901-Plans\PI-STRIPING-02.dwg

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10H**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Amendment No. 4 with Willdan Engineering for City Engineering and Traffic Engineering Services**

SUMMARY

This report seeks approval of Amendment No. 4 with Willdan Engineering to provide City Engineer and Traffic Engineer services for two additional 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. 4 of the Professional Services Agreement with Willdan Engineering.

BACKGROUND

Willdan Engineering has provided engineering services to the City of Los Alamitos since 2009 with the latest Professional Services Agreement (PSA) being secured by a Request for Proposals (RFP) in 2015. Traffic Engineering services were added and have been provided since July 2015.

Willdan Engineering has provided the City with technical guidance and project management of various projects that have enhanced the safety and aesthetics of the community. Some of those projects include the upcoming Orange County Sanitation District (OCSD) Project, the upcoming I-605 Freeway Project, the Old Town West Traffic Calming Project, the replacement of sidewalks, re-paving of streets and the installation of Americans with Disabilities Act (ADA) ramps via Community Development Block Grant (CDBG) funds awarded annually. Some of the functions performed internally include the review of engineering, landscape, grading plans, and traffic related items. Supplemental to plan check reviews, the City Engineer is responsible for

reviewing and approving all encroachment and wide load permits for oversized vehicles. The City Engineer and Traffic Engineer also attend the monthly Traffic Commission meetings to provide expertise on projects presented before the Commission.

DISCUSSION

Willdan Engineering has agreed to provide continued service to the City with no price increase for the proposed term. Amendment No. 4 to the PSA extends the City's contractual relationship for its final allowable contract extension of two years. The City will then request action from Council to issue out a Request for Proposal (RFP) for the City's Engineering Services.

FISCAL IMPACT

Sufficient funds in the amount of $64,000 and $40,000 have been budgeted for this contract and will be paid out of the Development Services Department - Account No. 10-548-5260 and 10-548-5261 in the Fiscal Year 2021-2022 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. 4 – Willdan Engineering*
2. Professional Services Agreement with Willdan Engineering

AMENDMENT No. 4 TO PROFESSIONAL SERVICES AGREEMENT
[*City of Los Alamitos and Willdan]*

This Amendment No. 4 to Professional Services Agreement ("Amendment") is made and entered into on this 17th day of May, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, Willdan Engineering, a California Corporation ("Contractor").

RECITALS

A. City and Willdan Engineering entered into that certain Professional Services Agreement for City Engineering and Traffic Engineering services on November 4, 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 April 15, 2019 and Amendment No. 3 on June 15, 2020 (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. Section 4 of the Agreement is hereby amended and restated in its entirety to read as follows:

4. "Expiration Date": June 30, 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 A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Consultant"

Willdan Engineering

By:_____
Vanessa Muñoz
Director of Engineering

By:_____
Kate Nguyen
Secretary

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/Willdan Engineering)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Willdan Engineering, A California Corporation("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: City Engineer and Traffic Engineering 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": Such professional services as set forth in Exhibit A and incorporated herein by this reference.

3.2 "Fee Schedule": Approved fee schedule as set forth in Exhibit B and incorporated herein by reference.

3.3 "Commencement Date": July 1, 2015.

3.4 "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 Exhibit B 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. City's reuse of such material on a project other than the project for which they were originally intended shall be at City's sole risk.

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 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 costs of defense, loss or damage which is caused by the sole active negligence, 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 Commercial 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 accident for bodily injury and property damage.

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) per claim and $2,000,000 annual aggregate.

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. 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.

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:
Dave Hunt, Senior V.P.
Willdan Engineering
2401 E. Katella Avenue, Suite 300
Anaheim CA 92806-6073
Telephone: (714) 978-8200
Facsimile: (714) 978-8299

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 _____
Bret M. Plumlee, City Manager

Date: 11/4/15

"Consultant"
Willdan Engineering

By: _____
Dave Hunt, Senior Vice President

Date: 11-3-15

By: _____
Kate Nguyen, Secretary

Date: 11/2/15

Attest:

By _____
Windmera Quintanar, CMC, City Clerk

Date: 11/4/15

Approved as to form:

By _____
Cary S. Reisman, City Attorney

EXHIBIT A
SCOPE OF WORK

Section C – Proposal

1 – Proposed City Engineer

⇨ Willdan is qualified to provide required services because:

- *We know the City of Los Alamitos – having provided contract city engineer services for the past five years*
- *We have a 50-year history serving as contract city engineer for small and large cities and have continuously been involved in multiple, simultaneous traffic and transportation projects*
- *We have no conflicts of interest to prevent our complete dedication to the City of Los Alamitos' goals and objectives for their community*
- *We assure the City that Willdan has the resources to commit our proposed City Engineer for the duration of the contract and for the hours necessary to fulfill the City's on-site staffing needs*
- *As we have demonstrated throughout our current contract, Willdan's proposed City Engineer will be accessible and available to City staff, programs, and projects and is generally at City Hall four hours per day*
- *Willdan's Contract City Engineer for Los Alamitos attends annual conferences and training sessions from OCTA, League of Cities, and APWA*

Mr. David L. Hunt, PE, will serve as City Engineer – continuing the role he has filled for the past five years and will continue in this role for the duration of the contract. In this role, he will be responsible for city engineering services and maintaining regularly scheduled office hours at the City. Mr. Hunt's hours at the City will be four hours per day for all weekdays the City is open for business.

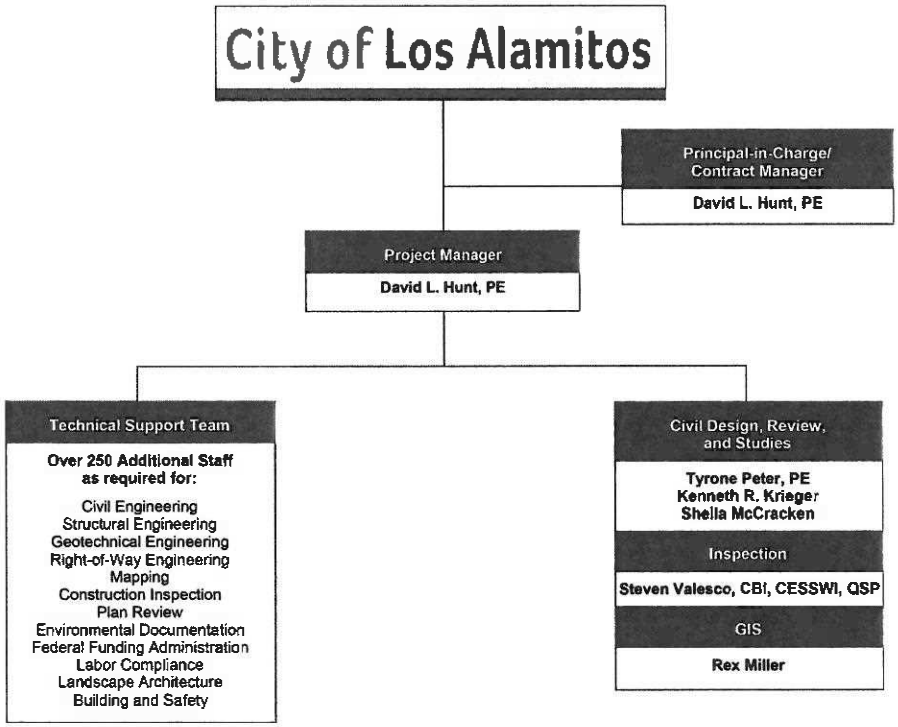
Mr. Hunt, Senior Vice President, possesses extensive expertise and the directly relevant experience required to fulfill the City's requirements for the City Engineer role. In addition to his experience as the City's current City Engineer, Mr. Hunt has served as interim city engineer and the interim public works director for the City of La Habra, the deputy public works/assistant city engineer for the City of Pomona, and the special projects coordinator for the City of Pomona. He has served as principal-in-charge for plan checking in the Cities of Lake Forest, Brea, Yorba Linda, Dana Point, and Fontana and for the Counties of San Bernardino and Orange. Through his experience as a project engineer/manager in the Southern California area, Mr. Hunt has developed an expertise in public infrastructure planning, design, award, funding, and construction.

A summary of Mr. Hunt's experience is provided immediately following this subsection with a comprehensive resume provided in the Appendix.

David L. Hunt, PE	*Project Role*
	▪ City Engineer
Summary Profile	
▪ Civil Engineer, California No. 30514	▪ 39 Years' Experience
Relevant Project Experience	
▪ City Engineer, City of Los Alamitos ▪ Interim City Engineer, City of La Habra ▪ Interim Public Works Director, City of La Habra ▪ Deputy Public Works/Assistant City Engineer, City of Pomona ▪ Special Projects Coordinator, City of Pomona	

Project Team Organization

The organization chart contained herein identifies some key project team members and further illustrates the communication and reporting relationships and project roles for Willdan's team. It is important to note that the personnel shown are all current Willdan employees and represent the caliber of personnel who could be considered to provide support for any city engineering project assignments.



2 – Firm Capabilities, Qualifications, and Training

Street Improvement Engineering

Willdan successfully provides roadway and structural design services to public agencies. Our design personnel have worked together on numerous multi-disciplined projects involving design of streets, highways, roadway widening, bridge replacement, storm water handling, and pavement rehabilitation. Serving as contract city engineer for several clients, we often are in charge of formation and implementation of capital improvement programs, including various street improvements. As such, we are extremely aware of the vital importance of letting the schedule drive the project and not allowing the project to drive the schedule.

Drainage Analysis and Storm Drain Engineering

Quality engineering solutions in drainage and flood control have been one of the primary elements of Willdan's municipal and public works experience. Our major areas of expertise include master plans, flood control studies, hydraulic analysis of rigid-boundary and alluvial channels, and design of flood control works. Our expertise encompasses design of major flood control improvements, large earthen dams for debris control, peak flow reduction facilities, and storm drain improvements.

Willdan assists numerous federal, state, and local agencies and regional jurisdictions by providing ongoing flood control engineering. Our staff of highly-skilled specialists utilizes the most advanced methodology to optimize design and enhance cost effectiveness. Our facilities include an extensive library of computer applications for design, analysis, and modeling of drainage and flood control systems.

Development Plan Review

Willdan offers a full complement of development plan review services for public infrastructure, private development, or third-party reviews. Willdan provides a varied array of civil engineering design reviews, including residential, industrial, and commercial developments; recreational facilities; public buildings; site grading; landscaping; transportation-related improvements; and water, wastewater, storm drain, and flood control facilities.

Willdan's plan review engineers possess improvement plan check capabilities in street, sewer, water, traffic, street lighting, striping, erosion control, and drainage. Hydrology and hydraulic calculations for off-site improvements are checked for accuracy to verify that drainage plans are adequate for design runoff. Drainage plans and hydrology calculations are coordinated with the regional flood control agency, where necessary. Structural calculations, when submitted, are checked by our in-house structural engineers. Grading plans are checked against geotechnical recommendations. Sewer, water, and other utility offsite improvement plans prepared for other agencies are reviewed for conflict/consistency with established design guidelines.

Construction Management and Inspection

Willdan provides expertise in all areas of construction administration, inspection, and labor compliance and specializes in helping clients maintain good community relations with residents and businesses affected by construction. Our expertise covers a full range of inspections, including major storm drain boxes, bridges, mass grading, and major bridge retrofit work. Willdan's construction inspection staff is experienced in subdivision, grading, street beautification, storm drain, water line, sewer, traffic signal, and other appurtenant projects.

Our experienced staff members serve as construction managers, resident engineers, and inspectors who identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the project manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public are avoided.

City of Los Alamitos Experience

As City Engineer for the City of Los Alamitos, Mr. Hunt develops and implements the City's Capital Improvement Plan, reviews development plans and approves permit issuance, and provides oversight for traffic engineering, including meeting with the Traffic Commission – along with project oversight for construction projects such as:

- On-Call Citywide Concrete Improvements Construction Management, 2014
- The Commercial Street Improvement Design and Construction Management, 2013
- Museum Roof Repair Design and Construction Management, 2013
- Old Town East and West Improvement Design and Construction Management, 2013
- Cerritos/Humboldt Intersection Improvements, Carrier Row ADA Ramps, Calle Lee/Corporate Center Drive Street Rehabilitation, Katella/Siboney Catch Basins, and Via El Mercado Street Rehabilitation Design and Construction Management, 2012
- Public Works Yard Gas Tank Removal Design and Construction Management, 2012
- Laurel Park Rehabilitation Design and Construction Management, 2012
- Citywide ADA Accessibility Ramps Design and Construction, 2012

In addition, Mr. Hunt has:

- Attended and monitored utility coordination meetings
- Written and presented 85 Traffic Commission staff reports
- Written and presented 130 City Council staff reports
- Approved and processed 425 public works encroachment permits
- Approved and processed 500 wide-load permits

Further projects where Mr. Hunt has provided his engineering and project management expertise for the City of Los Alamitos are provided in his resume in the Appendix.

Training

Willdan's Contract City Engineer for Los Alamitos attends OCTA's Measure M Funding Application training sessions on an annual basis. In addition, Mr. Hunt keeps up-to-date on matters pertaining to the civil engineering field and regulatory requirements through the League of Cities and the American Public Works Association.

Relevant Project Experience

Willdan has vast experience with city engineer services contracts, successfully completing client's projects within budget and schedule. The following relevant experience demonstrates our record of success in providing city engineer services similar in nature to those proposed for the City of Los Alamitos.

On-Call City Engineering Services

City of Brea

Willdan has provided on-call engineering, including civil design, traffic engineering, and plan review to the City of Brea for many years. Willdan's staff is performing traffic engineering services and complete and thorough plan reviews to ensure that the proposed developments and the associated improvements are designed in accordance with City-accepted standards, Orange County Highway Design Manual, Orange County Local Drainage Manual, Orange County Drainage Area Management Plan, City Master Plan of Drainage, as well as other applicable design standards and the conditions of development adopted by the City of Brea City Council or Planning Commission. Representative projects include:

- Master Plan of Drainage
- Birch Street/State College Boulevard Improvements
- Development Review
- On-Call Plan Review
- Orange Avenue Widening
- Storm Drain Master Plan Update

City Engineering Services

City of Lake Forest

Willdan provided deputy city engineer, development review, public works permitting and inspection, plan review, subdivision improvement inspection, capital improvement design, and construction inspection. Representative projects include:

- Annual Resurfacing and Slurry of Various Roads
- Trabuco Road Raised Median
- Lake Forest Drive Median Fence
- Ridge Route Drive and Serrano Signal Modification
- Development Review for Developments Citywide
- Environmental Impact Reports for Various Locations
- LED Conversion at Various Locations

City Engineering Services

City of Placentia

Willdan provided city and traffic engineer administration, development review, public works permits and inspection, roadway design, construction management, and long-term planning which involved development of capital improvement plans, improvement districts, safe route planning, and master plans. Representative projects include:

- Kraemer Memorial Park Renovation Inspection
- OCTA Grant Application Processing Assistance
- Placentia Avenue Repaving
- Civic Center Renovation Construction Inspection
- Downtown Parking Lot Improvements
- Melrose Grade Separation Design Revisions
- Van Buren Street Improvements
- Various Parking Lot Improvements
- Bradford at Madison Street Improvements

City Engineering Services

City of La Habra

Willdan served as the interim public works director directing and managing development review, public works permits and inspection, plan review, subdivision improvement inspection, capital improvement project design, and construction inspection. Willdan staff attended City Council meetings providing status reports on all city engineering projects. Representative projects include:

- Master Plan of Drainage
- Master Plan of Drainage Update

City Engineering Services

City of Tustin

Willdan provided project management for the City's major capital improvement projects and assisted with right-of-way acquisition, civil and traffic design, and construction inspection. Willdan provided these same services for seven large projects with a total estimated construction cost of $140 million. Representative projects include:

- Jamboree Road Pavement Rehabilitation
- Main Street Cul-de-Sac to First Street Cul-de-Sac Improvements
- Red Hill Avenue Sidewalk Improvements
- Pioneer Way Signal Improvements
- Water Capital Improvements Project Management
- Tustin Brewer Access Ramp Improvements
- On-Call Construction Inspection
- Street Sweeper Maintenance Yard Improvements
- Newport Avenue at El Camino Real Improvements

City Engineering Services

City of Yorba Linda

Willdan provided on-call engineering, landscape design and maintenance, and traffic and transportation services. Projects for which services were provided encompassed, but were not limited to, roadway widenings; asphalt pavement rehabilitations; slurry and cape seal; ADA upgrades and compliance; grading, drainage, and slope repairs; storm drain design; sewer and water construction; traffic signals and traffic signal interconnects; roadway striping and signage; retaining structures; landscape maintenance assessment district renovation, irrigation, planting, fencing, decorative walls, and other hardscape features; traffic calming; bike lane improvements; and other public works improvements as needed. Representative projects include:

- Development Review
- Bastanchury Street Widening
- On-Call Plan Review
- Citywide Landscape Improvements
- Landscape and Irrigation Inventory Districts 1, 2, 3, 4, and 5
- Savi Ranch Display Sign
- La Palma Avenue Improvements
- Bastanchury GAP Closure

Additional City Engineer/On-Call Civil Engineering Experience

Willdan has also provided city engineer/on-call civil engineering services to:

City Engineering Services

City of Paramount

Willdan provides city engineer, traffic engineer, agency engineer, water engineer, public works permits and inspection, development review, CIP design and inspection, CDBG administration, grant writing, and NPDES.

City Engineering Services

City of Lakewood

Willdan provides CIP design, project management services, construction management and inspection, pavement management system, traffic engineering, survey, and landscape architecture.

City Engineering Services

City of Long Beach

Willdan provided construction observation, survey, landscape architecture, civil engineering, traffic engineering, and labor standards compliance.

City Engineering Services

City of South Gate

Willdan provided traffic engineering, civil engineering, pavement management system, construction management/observation, landscape architecture, survey, storm water handling and facilities, material testing and inspection, and planning services.

City Engineering Services

City of Rosemead

Willdan provided city and traffic engineering, including CIP design and inspection; planning; survey; landscape architecture; labor compliance; and building and safety services.

Training

Willdan's Contract City Engineer for Los Alamitos attends OCTA's Measure M Funding Application training sessions on an annual basis. In addition, Mr. Hunt keeps up-to-date on matters pertaining to the civil engineering field and regulatory requirements through the League of Cities and the American Public Works Association.

3 – Office Location Serving City

Willdan will provide services from the City's offices with backup support provided by staff in our Anaheim and Industry offices located at 2401 East Katella Avenue, Suite 300, Anaheim, CA and 13191 Crossroads Parkway North, Suite 405, Industry, CA.

4 – Support Personnel

Mr. Hunt will be assisted and supported by the individuals identified in the organization chart along with a company-wide pool of technical support personnel. Brief profiles for these team members follow the organization chart with comprehensive resumes provided in the Appendix.

As demonstrated during our current Contract City Engineer services provided to the City, Willdan hereby commits to maintaining the proposed staff for the duration of the City Engineer contract. Mr. Hunt has served as the City Engineer for the City of Los Alamitos for the past five years. He feels he is a part of the permanent staff family at the City and has no intention of leaving the City. Should unavoidable changes in staff arise, Willdan will immediately replace staff with equally qualified staff. Should a change in City Engineer arise, Willdan will meet with the City and discuss replacement candidates for the City Engineer position.

Tyrone Peter, PE — ▪ Project Engineer

Summary Profile

- BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering
- Civil Engineering, Murugappa Polytechnic
- Civil Engineer, California, No. 81888
- 9 Years' Experience

Project Role Responsibilities

As project engineer, Tyrone Peter will be responsible for managing Willdan's work effort, writing specifications, providing construction cost estimates, answering questions from contractors in the field, and directing his staff to complete all CIP assignments given to him by the City Engineer.

Relevant Project Experience

- Design Manager, Old Town Neighborhood ADA Accessibility Ramps, City of Los Alamitos
- Design Manager, Apartment Row Neighborhood ADA Accessibility Ramps, City of Los Alamitos
- Design Manager, Alley Pavement Improvements, City of Los Alamitos
- Design Manager, Via El Mercado Street Rehabilitation, City of Los Alamitos
- Design Manager, Old Town East and West Improvements, City of Los Alamitos

- Design Manager, Coyote Creek Park Improvements, City of Los Alamitos
- Design Manager, The Commercial Street Improvements, City of Los Alamitos
- Design Manager, On-Call Citywide Concrete Improvements Construction Management, City of Los Alamitos
- Project Engineer, Coyote Creek Bike Train Resurfacing, City of Los Alamitos

Kenneth R. Krieger — Designer

Summary Profile

- 29 Years' Experience

Project Role Responsibilities

As Designer, Kenneth R. Krieger will be responsible for working under the direction of Mr. Hunt and Mr. Peter and completing the design for all assigned CIP projects.

Relevant Project Experience

- Project Designer, Old Dutch Haven and Catalina Street Rehabilitation, City of Los Alamitos
- Plan Reviewer, On-Call Plan Review, City of Brea
- Plan Reviewer, On-Call Plan Review, City of Yorba Linda
- Plan Reviewer, City Engineering Services, City of Lake Forest
- Project Engineer – Channel Design, Del Obispo Bridge Widening, City of San Juan Capistrano
- Hydraulics/Hydrology Analyst, Orange Park Boulevard Culvert at Handy Creek, County of Orange
- Hydraulics/Hydrology Analyst, On-Call Park Design, County of Orange/Orange County Community Resources

Sheila McCracken — Drafter

Summary Profile

- 25 Years' Experience

Project Role Responsibilities

As Drafter, Sheila McCracken will be responsible for working under the direction of Mr. Hunt and Mr. Peter and completing the drafting for all assigned CIP projects.

Relevant Project Experience

- CAD Drafter, Old Town Neighborhood ADA Accessibility Ramps, City of Los Alamitos
- CAD Drafter, Alley Pavement Improvements, City of Los Alamitos
- CAD Drafter, Via El Mercado Street Rehabilitation, City of Los Alamitos
- Utility Coordinator/CAD Drafter, Coyote Creek Park Improvements, City of Los Alamitos
- Utility Coordinator/CAD Drafter, The Commercial Street Improvements, City of Los Alamitos
- Utility Coordinator/CAD Drafter, Coyote Creek Bike Train Resurfacing, City of Los Alamitos

Steven M. Velasco, CBI, CESSWI, QSP — Inspector

Summary Profile

- BS, Botany, California State University, Long Beach
- Certified Building Inspector, International Code Council
- Certified Erosion, Sediment and Storm Water Inspector, Envirocert International, Inc.
- Qualified SWPPP Practitioner, California Stormwater Quality Association
- Radiation Safety Officer
- Licensed Nuclear Gauge Operator
- Confined Space Regulations - Cal/OSHA Title 8
- GISO 5157, 5158, and 5159
- Licensed Contractor, California No. C27
- 27 Years' Experience

Project Role Responsibilities

As Inspector, Steven Velasco will be responsible for working under the direction of Mr. Hunt and Mr. Peter and performing construction inspection for all assigned CIP construction projects.

Relevant Project Experience

- Construction Manager/Inspection, Green Street Alley Reconstruction, City of Los Alamitos
- Construction Manager/Inspection, Commercial Streets Rehabilitation, City of Los Alamitos
- Construction Manager/Inspection, Coyote Creek Park, City of Los Alamitos
- Construction Manager/Inspection, The Old Town Pavement Rehabilitation, City of Los Alamitos
- Construction Manager/Inspection, Citywide ADA Ramp Improvements, City of Los Alamitos
- Interim Public Works Superintendent, Staff Augmentation Services, City of Lake Forest
- Project Manager, Citywide Public Works CIP and Development, City of Yorba Linda
- Project Manager, On-Call Construction Inspection Services, City of Tustin

Rex Miller — GIS Analyst

Summary Profile

- BS, Civil Engineering, University of Texas, Arlington
- 20 Years' Experience

Project Role Responsibilities

As GIS Analyst Rex Miller will be responsible for working under the direction of Mr. Hunt and Mr. Peter and acquiring aerial photos, providing GIS exhibits, and performing required GIS services for assigned CIP projects.

Relevant Project Experience

- GIS Analyst, Master Plan of Drainage, City of La Puente
- GIS Analyst, Catch Basin Retrofit, City of Rolling Hills Estates
- Task Manager, Master Plan of Drainage, City of Brea
- GIS Analyst, Master Plan of Drainage, City of Laguna Beach
- GIS Analyst, Sewer GIS and GIS Bas Map, City of Placentia
- GIS Analyst, Sewer Manhole Surface Inspection, Costa Mesa Sanitary District

5 - Systems/Methods to Provide Cost-Effective Service

⇨ Willdan's approach and methodology ensures the team:

- *Fully understands each project requested by the City*
- *Reviews the scope of work for each project in detail with the City*
- *Agrees upon the course or extent of the best-suited action*
- *Proceeds accordingly*
- *Promotes good team interaction*
- *Produces quality work products on time and within budget*

Project Approach

Willdan utilizes a management approach, whereby each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment. Our approach to serve the City on this contract is based on our 50-year history of serving public agencies.

For this assignment, Willdan's City Engineer will be the single point of contact for the City's staff and will convey all important matters to the project team as appropriate. Our City Engineer will serve the City at City Hall for a minimum of 20 hours per week – typically four hours per week.

Willdan has designated a city engineer team to provide as-needed support to the City for specific project/task work orders. The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the as-needed special tasks. This will require close personal coordination between Willdan and the City. To accomplish this, we will conduct interactive meetings with City staff throughout the course of each assignment to ensure all issues are addressed. Our team has a broad variety of talent and experience in city engineering; development review; public works permitting and inspection; capital improvement project design, inspection, and contract administration; facilities maintenance and repair; surveying; and soils investigation. Combined with our understanding of the desired services and our experience with the City of Los Alamitos, Willdan can assist the City with successful completion of all city engineer matters.

Willdan will commit the appropriate staff to ensure specific projects, as well as the overall contract, are successful. Our intended approach is to fully understand each project requested by the City, to review the scope of work for each project in detail with the City, agree on the course or extent of the best-suited action, and proceed accordingly. Having successfully completed many other assignments of this type for the City of Los Alamitos and other agencies in Orange and Los Angeles Counties, Willdan's proposed team understands City processes and possesses the technical and communication skills that are vital to ensuring each task receives the necessary attention, objectives are met, schedules are adhered to, and each task stays on budget.

Willdan's management approach has been proven on past assignments for the City to be effective in delivering services on time, within budget, and to the City's satisfaction.

Quality Assurance/Control

Willdan operates under a company-wide Quality Assurance/Control (QA/C) Program. The key component of this plan is Willdan's QA/C Manual. This program has proven very effective and successful and is a continuous process that occurs day-to-day. Willdan's project team will develop a QA/C plan for the projects assigned by the City.

Methodology

Willdan's methodology focuses heavily on client service and communications. As a firm with a strong public agency orientation, many of our client relationships are long term and ones in which our staff develops intimate familiarity with City staff, since we very often serve as an extension of City staff. As such, it is extremely important that our presence on each assignment is seamless.

Willdan's staff assigned as extension of city staff, such as City Engineer, on a routine or on-call contract basis, most often work independently of the project team, since they are generally working directly for and with City staff as city staff. In this instance, the project team's role is subservient to the primary assignment and only comes into play on a support basis or on a project-specific basis, such as for additional services for capital improvement project design, reviewing tract and parcel maps, and structural assessments.

Technical Approach

Upon commencement of this assignment, Willdan's City Engineer, Mr. David L. Hunt, will meet with City staff to discuss the project assignment in more detail. At this time, Willdan commits to Mr. Hunt's availability to be at the City on a routine basis for a minimum of 20 hours per week. Mr. Hunt will also be available on an as-needed basis in addition to the routinely scheduled hours at the City. Again, based upon the City's needs, the routine hours at the City for Mr. Hunt are flexible and can be adjusted to various combinations to balance coverage of work as well as budgetary considerations. For this contract, the City Engineer will report to the Director of Public Works.

Mr. Hunt's approach to the assignment will depend largely upon the specific needs of the City at any given time; however, he will generally start each day with a review of ongoing work efforts, new work efforts that have been assigned, and discussion with City staff. Since he is accustomed to city engineer assignments, many of these efforts will be self-directed, except as otherwise given general or specific direction from the City, as deemed appropriate.

For work efforts while at the City, such as project management, technical advice, and preparation of City Council agenda items, Mr. Hunt will work closely with City staff to coordinate specific tasks and to provide appropriate input when needed. He will make necessary contacts with private developers, other public agencies, and other City departments on an as-needed basis. To more fully understand all issues relating to specific projects, Mr. Hunt will research available records at the City, make field reviews as appropriate, and hold discussions with City staff. At the end of each day, he will review the events of the day, schedule any remaining needed efforts by City staff, and establish a preliminary list of efforts for his next regularly scheduled day at the City.

From time to time, the city engineer duties may require Mr. Hunt to be contacted while not at the City. In such cases he will routinely check for messages, both at the City and at Willdan, to keep current with ongoing issues and to formulate and deliver timely responses. This may require him to coordinate with or assign work efforts to City or Willdan staff. Whenever feasible, he will also be available for direct communication while he is away from the City's office.

Scope of Services and Task Descriptions

The following presents the scope of work identified in the City's Request for Proposal and includes, but is not necessarily limited to, the services that Willdan will provide.

Willdan is very familiar with city services typically required in providing city engineer services to Southern California cities. We have reviewed the requirements for this contract as presented and find they are consistent with the services we have provided for other cities.

General Technical Assistance

1. Maintain regularly scheduled office hours at the City for a minimum of 20 hours per week. Additional hours may be requested on an as-needed basis.
2. Prepare and/or administer long- and short-range public works programs.
3. Provide technical advice to City personnel assigned to public works activities.
4. Advise City as to engineering and construction financing available from other governmental agencies and prepare and initiate applications for such funding.
5. Provide technical assistance for sewer and storm water issues.
6. Prepare drawings, diagrams, graphs, charts, databases, spreadsheets, and tables using common desktop, computer-aided design, and/or GIS software programs.
7. Develop, review, and update engineer's reports for special assessment districts such as landscaping and lighting districts.
8. Develop and update capital improvement plans and developer fees. Assist the Public Works Director on the annual Capital Improvement Program budget.
9. When directed, analyze the City's needs and prepare and administer long- and short-range capital improvement programs consistent with the economic capabilities of the City.
10. When directed, review and provide written comments on planning programs and land development matters.
11. Attend meetings such as City Council, OCTA, Technical Steering Committee, Technical Advisory, and other meetings as requested.

Development Review

1. Review tentative maps and other submittals for land divisions and proposed developments and make recommendations related to engineering matters.
2. Check improvement plans for facilities for compliance with zoning requirements, City design standards, and adopted building codes.

3. Provide field inspection of the construction of improvements by private developers; recommend notices of completion and acceptance of the work.
4. Review, check, and provide written recommendations on land use applications to Assistant City Administrator.
5. Establish performance, labor, and material bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of development review.
6. Provide such necessary and related functions as are the normal practices of the City in the review of private developments.

Public Works Permits and Inspection

1. Provide construction observation inspection of permit work within City streets and rights-of-way.
2. Check plans and specifications and provide construction administration and observation for City projects designed by third parties.
3. Prepare transportation and encroachment permits in accordance with City procedures, as required.
4. As a City agent, receive and process requests for inspection services.
5. Provide construction contract administration and construction inspection.

Capital Projects

1. Prepare plans and specifications for City projects (buildings, roads, bridges).
2. Provide design survey, construction survey, real property engineering services, and construction administration and observation for City projects.
3. Provide special engineering reports regarding such matters as assessment district formation, developer fees, etc.
4. Coordinate with utility companies in the relocation of affected utilities.
5. Process plans and specifications through other agencies for review and approval in connection with special funding programs and permits.
6. Prepare preliminary scoping, budget estimates, and project schedules.
7. Coordinate the design with, and obtaining the required approvals and permits from, City departments, utility companies, and other agencies.
8. Assist the City in communicating with the public regarding the project design.
9. Assist the City in making its CEQA and NEPA environmental impact review of the projects, by drafting environmental checklist form, notice of exemption, and statutory worksheet.
10. Prepare design surveys, geotechnical investigations, construction plans, specifications, and construction cost estimates, including services of approved subconsultants necessary to accomplish the work.
11. Attend preconstruction meetings and respond to bidder's questions during bidding.
12. Tabulate and review bid documents received.
13. Draft reports and assessments for City information and action.

Facilities Maintenance and Repair

1. Assess needed maintenance and/or repair of City facilities (buildings and all associated systems). May include services of approved subconsultants necessary to assess the work.
2. Prepare scope of work, budget estimates, and schedules.
3. Procure required services in accordance with City procedures and the Public Contract Code (formal and informal bidding).
4. Manage and inspect contractors' and/or service providers' work for compliance with contract/purchase order.
5. Manage punch list, call backs, and warrantees.

Surveying Services

Willdan will provide specific surveying services as requested by the City. Services may include, but are not limited to:

1. Reviewing final and parcel maps for technical accuracy, conformance with tentative maps, and compliance with the Subdivision Map Act.
2. Performing engineering and boundaries surveys.
3. Preparing legal descriptions, grant deeds, and easements with certification by a licensed land surveyor.

In providing a concise proposal to the City, Willdan has consolidated our submittal for City Engineer and Traffic Engineer. Willdan's response to remaining subsections 6 through 12 are provided immediately following presentation of our Traffic Engineer experience and qualifications on Page 27.

1 – Proposed Traffic Engineer

Willdan is qualified to provide required services because:

- *We know the City of Los Alamitos – having provided traffic engineering support to our Los Alamitos contract city engineer for the past five years*
- *We have a 50-year history serving as contract city engineer and as traffic engineer for a large number of cities and have continuously been involved in multiple, simultaneous traffic and transportation projects*
- *We have no conflicts of interest to prevent our complete dedication to the City of Los Alamitos' goals and objectives for their community*
- *We assure the City that Willdan has the resources to commit our proposed Traffic Engineer for the duration of the contract and for the hours necessary to fulfill the City's on-site staffing needs*
- *As we have demonstrated throughout our current city engineer contract with the City, Willdan's proposed Traffic Engineer will be accessible and available to City staff, programs, and projects*

Ms. Ruth Smith will serve as Traffic Engineer. In this role, she will be responsible for traffic engineering services and will be available for the City's estimated need of up to 20 hours per week – and more, if needed. Ms. Smith has more than 34 years of traffic engineering and transportation planning experience. She recently served as the City of Placentia's contract Traffic Engineer, a position she held for five years. Ms. Smith is also the consultant Traffic Engineer for the cities of Rancho Palos Verdes and Temecula, as well as the Deputy Traffic Engineer for the City of Brea.

A summary of Ms. Smith's experience is provided immediately following this section with a comprehensive resume provided in the Appendix.

Ruth Smith, TE, PTP	*Project Role*
	▪ Traffic Engineer

Summary Profile

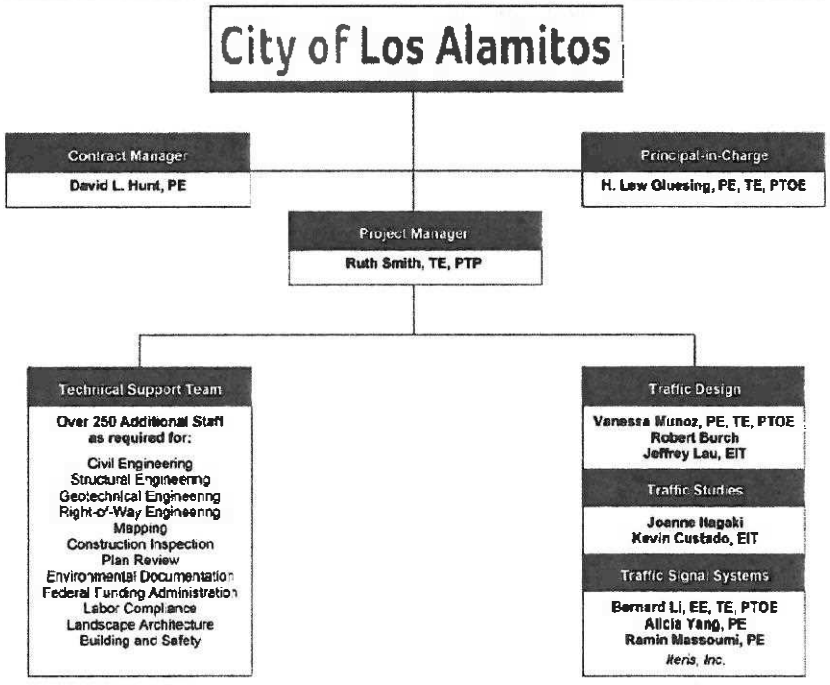
- BS, Civil Engineering, California State Polytechnic State University, Pomona
- Professional Transportation Planner
- Traffic Engineer, California No. 1650
- 34 Years' Experience

Relevant Project Experience

- Traffic Engineer, City of Placentia
- Traffic Engineer, City of Rancho Palos Verdes
- Traffic Engineer, City of Temecula
- Deputy Traffic Engineer, On-Call Traffic Engineering, City of Brea

Project Team Organization

The organization chart contained herein identifies some key project team members and further illustrates the communication and reporting relationships and project roles for Willdan's team. It is important to note that the personnel shown are all current Willdan employees and represent the caliber of personnel who could be considered to provide support for any traffic engineering project assignments.



2 – Firm Capabilities, Qualifications, and Training

Transportation/Planning/Project Management

Willdan's transportation engineering team has the expertise to solve today's sophisticated and varied transportation challenges. By offering turnkey services, we handle design and operational challenges for all levels of transportation projects – from residential streets to interstate highways. To ensure a unified and cohesive approach, Willdan provides in-house staff capabilities with a full spectrum of support functions, including right-of-way engineering, utility research, coordination and relocation, landscape conceptual design and renderings, survey and mapping, geographic information systems, public outreach, and interagency coordination.

As City Traffic Engineer, Willdan's staff routinely reviews and updates various policies, standards, and guidelines and analyzes and prepares reports and recommendations relative to the City's transportation element, including pedestrian and bicycle facilities. These duties routinely include evaluating transportation funding programs and policies and recommending a variety of improvements. Our staff routinely provides project and construction management services for design, construction management, and oversight of both major and minor infrastructure improvements. We perform traffic modeling of future traffic volumes, evaluate transit and para-transit operations, and develop designs and plans for various transportation projects.

Among our transportation expertise are pedestrian and bicycle paths; pavement management systems; intersection and roadway improvements, bridge widening; freeway interchanges; carpool lanes; seismic retrofit and congestion management programs; and rail transit, commuter rail, and high-speed rail systems.

Studies/Reporting/Program Delivery

Willdan has prepared a variety of parking, neighborhood traffic management, traffic impact, school area, pedestrian safety, crosswalk, traffic impact fee studies, suggested route to school, engineering and survey, signal timing, and traffic circulation studies, and project study reports throughout Southern California for client cities, Caltrans, and other agencies and clients. Willdan's staff is also well-experienced in presenting traffic studies to traffic commission, planning commission, city council, and other public hearings. Recent client city's served include Placentia, Lake Forest, Brea, Temecula, Agoura Hills, Culver City, Lakewood, Lawndale, Norwalk, Paramount, Rancho Palos Verdes, Rosemead, and Santa Clarita – to name a few.

While serving as City Traffic Engineer, Willdan's traffic staff reviews traffic studies on a daily basis. A vast majority of these studies are development related and generally include traffic impact analyses, parking demand, and traffic circulation. The review often includes providing conditions of approval. Other traffic study reviews include project study reports, traffic management plans, traffic signal warrant analyses, and traffic signal timing and coordination analyses.

Willdan's specific expertise with engineering and traffic surveys includes hundreds of studies performed in Orange, Los Angeles, Riverside, and San Bernardino Counties. A representative listing includes surveys for:

Orange County Cities

- 15 segments, City of Lake Forest
- 70 segments, City of Placentia
- 138 segments, City of Tustin

Los Angeles County Cities

- 25 segments, City of Agoura Hills
- 53 segments, City of Arcadia
- 70 segments, City of Compton
- 80 segments, City of Covina
- 24 segments, City of Hawaiian Gardens
- 33 segments, City of Long Beach
- 99 segments, City of Norwalk
- 74 segments, City of Paramount
- 27 segments, City of Rancho Palos Verdes
- 8 segments, City of Rolling Hills
- 9 segments, City of Rolling Hills Estates
- 42 segments, City of Rosemead
- 22 segments, City of Sierra Madre
- 34 segments, City of South Pasadena

Riverside County Cities

- 17 segments, City of Indian Wells
- 74 segments, City of La Quinta
- 107 segments, City of Temecula

San Bernardino County Cities

- 44 segments, City of Fontana
- 14 segments, City of Grand Terrace

Training

Willdan's proposed Traffic Engineer keeps up-to-date on matters pertaining to traffic engineering and regulatory requirements through newsletters and attendance at meetings of the Institute of Transportation Engineers, Orange County Traffic Engineering Council, and American Society of Civil Engineer OC Transportation Technical Group.

Relevant Project Experience

Willdan has vast experience with city traffic engineer services contracts, successfully completing client's projects within budget and schedule. The following relevant experience demonstrates our record of success in providing city traffic engineer services similar in nature to those proposed for the City of Los Alamitos.

City Engineering Services

City of Los Alamitos

In conjunction with Willdan's city engineering services contract, Willdan provides as-needed traffic engineering services for the City. Representative projects include:

- Farquhar Traffic Calming Update
- Pilot Parking Meter
- Katella Avenue Signing and Striping Improvements
- Catalina Street Underground Street Lighting
- Los Alamitos Boulevard/Florista Street Improvements

City Traffic Engineer

City of Placentia

As part of our traffic engineering support services to the City, Willdan handled all general traffic engineering concerns within the City, such as investigating citizen requests, performing stop sign and safety analyses, reviewing traffic impact studies, preparing and reviewing traffic signal and striping plans, preparing and presenting commission and council reports, conducting field investigations, and assisting and coordinating with City staff in the performance of these duties. Representative projects include:

- Rose Drive Signing and Striping
- Yorba Linda at Rose Drive Avenue Signal Modifications
- Traffic Engineering Development Review
- General Plan Update – Mobility Element
- Citywide Engineering and Traffic Study

With specific regard to Willdan's role as contract Traffic Engineer, responsibilities included:

- Keeping regular office hours at the City of eight hours per week
- Responding to citizen requests, complaints, and concerns regarding traffic issues related to parking, sight distance, speeding, traffic signal operations, access, and circulation
- Performing traffic studies and preparing traffic engineering-related reports
- Managing the City's Permit Parking Program, interacting with residents, preparing studies, presenting the proposed areas to the Traffic Safety Commission and the City Council for approval, and coordinating with the Police Department and maintenance staff
- Attending bi-monthly Traffic Safety Commission meetings, including preparing agenda and writing and presenting staff reports
- Providing as-needed support to other departments, such as handling Council requests and preparing and presenting reports to the City Council, coordinating with the City Attorney, and assisting the Police Department
- Working closely with Planning Department staff reviewing traffic studies and development plans regarding access; on-site circulation; sight distance; proposed mitigation measures; compliance with city, county, state, and federal codes, standards, regulations, ordinances, policies, and statutes; and preparing conditions of approval
- Updating the City's Mobility Element and bicycle plan as part of the City's general plan update team
- Coordinating closely with the local school district regarding school-related parking, access, circulation, and pedestrian safety
- Reviewing and commenting on traffic improvement plans and updating the Traffic Impact Fee Program
- Providing support on capital improvement projects, including design, assisting with contract management, and coordinating with others involved in the projects
- Serving as the City's liaison to OCTA and Caltrans for their projects within the City to minimize disruption to traffic flow in the City
- Assisting City staff in procuring SR2S state funding to bring all schools signs and markings into compliance with California MUTCD standards
- Working cooperatively with neighboring jurisdictions to win OCTA funding for six corridor signal coordination projects
- Preparing an engineering and traffic survey to update the City's speed limits, in accordance with the California MUTCD, and performing other speed surveys and traffic warrant studies
- Reviewing monthly invoices from the traffic signal maintenance contractor
- Updating ADT and peak-hour intersection counts

City Traffic Engineer

City of Brea

As part of our traffic engineering support services to the City, Willdan reviews development projects submitted to the City. Tasks include reviewing plans and project details regarding on-site circulation and design, project access, parking, and possible off-site impacts; determining the necessity of traffic impact studies and providing required elements of the studies to the City/developer; following up by reviewing and commenting on the traffic study; meeting with the developer and developer's civil and traffic engineers, as necessary; approving the final traffic study; and preparing the conditions of development. Representative projects include:

- Traffic Control Technology Improvements Program Phase 2
- Various Traffic Signal, Signing, and Striping Improvements
- ATP Cycle 2 Application Assistance
- Safe Routes to School
- City Traffic Plan Review
- Santa Fe Road Neighborhood Traffic Plan

City Engineering Services

City of Tustin

In conjunction with Willdan's city engineering services contract, Willdan provided traffic engineering services for the City's major capital improvement projects. Representative projects include:

- Pioneer Way Traffic Signal Improvements and Modifications
- Main and Newport Traffic Signal
- Redhill Avenue at San Juan Street Signal Modifications
- In-Pavement Crosswalk Warning Lights
- Two Engineering and Traffic Surveys

City Traffic Engineer

City of Temecula

As part of our traffic engineering consulting services contract, Willdan serves as the City's consultant traffic engineer and provides as-needed traffic engineering services. Services include providing technical assistance to City staff; preparing neighborhood traffic plan studies; performing, traffic impact study reviews, warrant analyses, plan reviews, and engineering and traffic surveys to update speed limits; and preparing signing and striping plans. Willdan staff prepares for and makes presentations to the Traffic Commission and at community meetings. Representative projects include:

- Jefferson Avenue Specific Plan Traffic Impact Analysis Review
- Via Puebla Traffic Calming Study
- Great Oak High School Pedestrian Access Feasibility Study
- Engineering and Traffic Surveys
- Clubhouse Drive Neighborhood Traffic Management Plan Study
- Plan Check Services

City Traffic Engineer

City of Rancho Palos Verdes

As part of our traffic engineering consulting services contract, Willdan serves as the City's consultant traffic engineer and provides as-needed traffic engineering services. Services include providing technical assistance to City staff; preparing a variety of traffic studies, including on-street parking, permit parking, intersection and highway improvements to improve circulation, access and safety, complete streets study, traffic impact studies, crossing guard studies, warrant analyses, and engineering and traffic surveys to update speed limits; and preparing plans for a high-visibility crosswalk with -flashing beacons. Technical support for successful grant applications was provided. Willdan staff prepares for and makes presentations to the Traffic Commission and at community meetings. Representative projects include:

- Palos Verdes Drive East Complete Street Study
- General Plan Circulation Element Update Traffic Impact Study
- Semi-Annual HPMS and CMP Monitoring Updates
- SeaBluff Parking Study
- Palos Verdes Drive South Traffic Study
- Stop Sign Analyses for Three Locations
- Crossing Guard Analyses for Three Schools
- Crenshaw/Crestridge Traffic Signal Update Design
- Crest and Whitley Collins Enhanced Crosswalk Design
- Citywide Engineering and Traffic Survey

County Engineering Services

County of Orange, Public Works

Under Willdan's on-call engineering services contract, Willdan provides as-needed traffic engineering services to the County. We are currently preparing a traffic safety study for Santiago Canyon Road regarding passing lanes.

Additional Traffic Engineer/On-Call Traffic Engineering Experience

Willdan has also provided traffic engineer/on-call traffic engineering services to:

- McDonalds Restaurant Traffic Impact Study
- Santiago Canyon Road Traffic Study, County of Orange
- City Traffic Engineer, City of Paramount
- Traffic Engineering Services, City of Manhattan Beach
- City Traffic Engineer, City of Norwalk
- Traffic Engineering Services, City of Lakewood
- Traffic Engineering Services, City of San Marino

3 – Office Location Serving City

Willdan will provide services from our Anaheim and Industry offices located at 2401 East Katella Avenue, Suite 300, Anaheim, CA and 13191 Crossroads Parkway North, Suite 405, Industry, CA.

4 – Support Personnel

Ms. Smith will be assisted and supported by the individuals identified in the organization chart along with a company-wide pool of technical support personnel. Brief profiles for these team members follow the organization chart with comprehensive resumes provided in the Appendix.

As demonstrated during our current Contract City Engineer services provided to the City, Willdan hereby commits to maintaining the proposed staff for the duration of the City Traffic Engineer contract. Should unavoidable changes in staff arise, Willdan will immediately replace staff with equally qualified staff. Should a change in Traffic Engineer arise, Willdan will meet with the City and discuss replacement candidates for the Traffic Engineer position.

H. Lew Gluesing, PE, TE, PTOE — Principal-in-Charger

Summary Profile

- BS, Civil Engineering, California State University, Long Beach
- Traffic Engineer, California No. 1683
- Civil Engineer, California No. 45729
- Professional Traffic Operation Engineer
- 50 Years' Experience

Project Role Responsibilities

- As Principal-in-Charge, Lew Gluesing will be responsible for quality assurance and providing technical expertise as needed.

Relevant Project Experience

- Traffic Engineer/Principal-in-Charge, City Traffic Engineering, City of Brea
- Traffic Signal System Manager, City Traffic Engineering, City of Placentia
- Traffic Engineer/Principal-in-Charge, City Traffic Engineering, City of Norwalk
- Traffic Engineer/Principal-in-Charge, City Traffic Engineering, City of Lakewood
- Principal-in-Charge, Citywide Signal Safety Improvements, City of Pico Rivera
- Project Manager, Citywide Traffic Signal System and ITS Components, City of Norwalk
- Project Manager, Citywide Traffic Signal Study, City of Lakewood
- Project Director, School Area Traffic and Parking Study, City of Lawndale
- Principal-in-Charge, Engineering and Traffic Survey, City of Arcadia

Vanessa Munoz, PE, TE, PTOE — Traffic Design Oversight Engineer

Summary Profile

- BS, Civil Engineering, California Polytechnic State University, Pomona
- Professional Traffic Operation Engineer
- Traffic Engineer, California No. 2341
- 17 Years' Experience

Project Role Responsibilities

As Traffic Design Oversight Engineer, Vanessa Munoz will be responsible for overseeing and approving signing and striping plans, traffic control plans, and traffic signal plans.

Relevant Project Experience

- Project Engineer, City Traffic Engineering, City of Brea
- Deputy City Traffic Engineer, City Traffic Engineering, City of Placentia
- Project Manager, Citywide Engineering and Traffic Survey, City of Temecula
- Project Manager, Engineering and Traffic Survey, City of Rancho Palos Verdes
- Project Engineer, City Traffic Engineering, City of Norwalk
- City Traffic Engineer, Citywide Traffic Signal Study, City of Paramount
- City Traffic Engineer, Citywide Traffic Signal System and ITS Components, City of Norwalk
- Project Manager, Citywide Signal Safety Improvements, City of Pico Rivera
- Traffic Engineer, 2015 Call for Projects Application, City of South Gate

Robert W. Burch — Traffic Designer

Summary Profile

- Extension Courses, Traffic Signal Equipment and Operations and Traffic Signals/Highway Lighting Systems Construction Inspection, University of California, Berkeley
- Post Certified Radar Operator, California State University, Fullerton
- AA Liberal Arts, Mount San Antonio College, Walnut
- 22 Years' Experience

Project Role Responsibilities

As Traffic Designer, Robert W. Burch will be responsible for designing signing and striping, traffic control and signal plans; preparing specifications and cost estimates; and providing plan reviews as needed.

Relevant Project Experience

- Project Manager, Katella Avenue Signing and Striping Improvements, City of Los Alamitos
- Project Manager, Los Alamitos Boulevard and Florista Street Improvements, City of Los Alamitos
- Project Manager, Catalina Street Underground Street Lighting, City of Los Alamitos
- Traffic Designer, Richfield Road and Orchard Drive Traffic Signal, City of Placentia
- Traffic Plan Reviewer, City Traffic Plan Review, City of Temecula

Jeffrey Lau, EIT — Traffic Designer

Summary Profile

- BS, Civil Engineering, California Polytechnic State University, Pomona
- Engineer-in-Training, California No. 12060
- Doppler Radar Operator
- 11 Years' Experience

Project Role Responsibilities

As Traffic Designer, Jeffrey Lau will be responsible for designing signing and striping, traffic control and signal plans; preparing specifications and cost estimates; and conducting engineering and traffic surveys.

Relevant Project Experience

- Traffic Designer, Alta Vista Improvements, City of Placentia
- Traffic Designer, Engineering and Traffic Survey (73 Segments), City of Placentia
- Traffic Plan Reviewer, On-Call Traffic Plan Review, City of Brea
- Traffic Designer, Safe Routes to School, Cycle 3, City of Brea
- Traffic Designer, 2015 Metro Call for Projects Application, City of South Gate
- Traffic Designer, HSIP Cycle 6 Application, City of La Puente

Joanne Itagaki — Transportation Planner

Summary Profile

- BS, Civil Engineering, California Polytechnic State University, Pomona
- Fundamentals of Traffic Engineering, Institute of Transportation Studies
- Signal Design Safety through Construction/Maintenance Zones Fundamentals, Institute of Transportation Studies
- Transportation Demand Management Alternative Work Hours Seminar, Orange County Transportation District
- Transportation Demand Management Ridesharing Seminar
- Doppler Radar Operator
- 30 Years' Experience

Project Role Responsibilities

As Transportation Planner, Joanne Itagaki will be responsible for preparing stop sign, parking, crossing guard, and school circulation and access studies; signal warrants analyses; other as-needed studies and analyses, and traffic impact study reviews.

Relevant Project Experience

- Transportation Planner, City Traffic Engineering, City of Rancho Palos Verdes
- Transportation Planner, City Traffic Engineering, City of Norwalk
- Traffic Analyst, City Traffic Engineering, City of Lawndale
- Transportation Planner, City Traffic Engineering, City of Long Beach
- Traffic Analyst, Traffic Impact Fee Study, City of South Gate
- Traffic Analyst, Citywide Traffic Signal Study, City of Lakewood

Kevin Custado, EIT — Transportation Planning Technical Support

Summary Profile

- BS, Civil Engineering, California Polytechnic State University, Pomona
- 1 Years' Experience

Project Role Responsibilities

As Transportation Planning Technical Support, Kevin Custado will be responsible for preparing drawings and exhibits, stop sign, parking, and crossing guard studies and signal warrants analyses.

Relevant Project Experience

- Traffic Plan Reviewer, On-Call Traffic Plan Review, City of Brea
- Traffic Analyst, City Traffic Engineering, City of Temecula
- Transportation Planner, Engineering and Traffic Study, City of Temecula

Subconsultant Support

Iteris, Inc.

Willdan will utilize the expertise of Iteris, Inc. for traffic signal system operations. Iteris, Inc. is the market leader in providing traffic information management solutions. Their decades of expertise in traffic management, along with superior services and patented products help detect, measure, and manage traffic and vehicular performance; minimize traffic congestion; and empower our clients with solutions to better manage their transportation networks. The firm is headquartered in Santa Ana. Iteris delivers precise solutions that meet clients' needs and expectations based upon core competencies of:

- Traffic Signal Timing and Synchronization
- ITS Planning and Design
- Goods Movement
- System Integration
- Performance Monitoring and Management
- Research and Education
- Road Maintenance Weather Services
- Traveler Information/511

Relevant Project Experience

Laguna Woods Traffic Engineering Services
City of Laguna Woods

Contact: *Akram Hindiyeh*
City Engineer
(949) 547-0816

Project Staff: *Bernard Li, Project Manager; Alicia Yang*

Dates: *April 2012 – Ongoing*

Iteris' main responsibilities are traffic signal system operation. Services include:

- Monitoring traffic signal operations in real-time and adjusting timing to maintain good traffic progressions
- Reviewing scheduled operations on the Centracs traffic signal system to automatically perform maintenance
- Establishing Centracs to automatically gather and store signal operation historical and real-time information
- Verifying that all timings are programmed correctly and all traffic signals are in good working order
- Reporting traffic signal problems and malfunctions to the City's signal maintenance contractor
- Coordinating and verifying that all maintenance work is properly completed by the maintenance contractor
- Maintaining and adjusting traffic signal coordination
- Investigating and recommending improvements
- Coordinating with contractors and modifying signal timings due to roadway construction

On-Call Traffic Engineering Services
City of Irwindale

Contact: *William Tam*
Director of Public Works/City Engineer
(626) 705-5723

Project Staff: *Bernard Li, Project Manager*

Dates: *2005 – Ongoing*

Iteris serves as the on-call traffic engineer to the City of Irwindale. Services included:

- Monitoring and maintaining traffic signal timings
- Updating traffic signal timing per MUTCD requirements
- Optimizing and Implementing traffic signal timing op along Arrow Highway and Irwindale Avenue
- Preparing and implementing temporary traffic signal timing for Live Oak Rehabilitation
- Performing traffic signal and stop warrant analysis for various intersections
- Reviewing proposed signal timing prepared by the County

5 - Systems/Methods to Provide Cost-Effective Service

Willdan's approach and methodology ensures the team:

- *Fully understands each project requested by the City*
- *Reviews the scope of work for each project in detail with the City*
- *Agrees upon the course or extent of the best-suited action*
- *Proceeds accordingly*
- *Promotes good team interaction*
- *Produces quality work products on time and within budget*

Project Approach

Willdan utilizes a management approach, whereby each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment. Our approach to serve the City on this contract is based on our 50-year history of serving public agencies.

For this assignment, Willdan's Traffic Engineer will be the single point of contact for the City's staff and will convey all important matters to the project team as appropriate. Our Traffic Engineer will serve the City at City Hall or offsite for up to 20 hours per week. If the City's needs change, adjustments will be made to accommodate these needs.

Willdan has designated a traffic engineer team to provide as-needed support to the City for specific project/task work orders. The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing

the as-needed special tasks. This will require close personal coordination between Willdan and the City. To accomplish this, we will conduct interactive meetings with City staff throughout the course of each assignment to ensure all issues are addressed. Our team has a broad variety of talent and experience in transportation planning, traffic operations, and traffic design. Combined with our understanding of the desired services and our experience with the City of Los Alamitos, Willdan can assist the City with successful completion of all traffic engineer matters.

Willdan will commit the appropriate staff to ensure projects, as well as the overall contract, are successful. Our approach is to fully understand each project requested by the City, to review the scope of work for each project in detail with the City, agree on the course or extent of the best-suited action, and proceed accordingly. Having successfully completed many other assignments of this type for the City of Los Alamitos and other agencies in Orange, Riverside, and Los Angeles Counties, Willdan's proposed team understands City processes and possesses the technical and communication skills that are vital to ensuring each task receives the necessary attention, objectives are met, schedules are adhered to, and each task stays on budget.

Willdan's management approach has been proven on past assignments for the City to be effective in delivering services on time, within budget, and to the City's satisfaction.

Quality Assurance/Control

Willdan operates under a company-wide Quality Assurance/Control (QA/C) Program. The key component of this plan is Willdan's QA/C Manual. This program has proven very effective and successful and is a continuous process that occurs day-to-day. Willdan's project team will develop a QA/C plan for the projects assigned by the City.

Methodology

Willdan's methodology focuses heavily on client service and communications. As a firm with a strong public agency orientation, many of our client relationships are long term and ones in which our staff develops intimate familiarity with City staff, since we very often serve as an extension of City staff. As such, it is extremely important that our presence on each assignment is seamless.

Willdan's staff assigned as extension of city staff on a routine or on-call contract basis, most often work independently of the project team, since they are generally working directly for and with City staff as city staff. In this instance, the project team's role is subservient to the primary assignment and only comes into play on a support basis, or on a project-specific basis, such as for additional services for design of a traffic signal or signing and striping.

Technical Approach

Upon commencement of this assignment, Willdan's Traffic Engineer, Ms. Ruth Smith, will meet with City staff to discuss the project assignment in more detail. At this time, Willdan commits to Ms. Smith's availability to the City for up to 20 hours per week. Ms. Smith will be available to work at City Hall or offsite as the City prefers. Based upon the City's needs, Ms. Smith's hours can be adjusted to various combinations to balance coverage of work as well as budgetary considerations. For this contract, the Traffic Engineer will report to the Director of Public Works.

Ms. Smith's approach to the assignment will depend largely upon the specific needs of the City at any given time; however, she will generally start each new task with a discussion with City staff to ensure that she fully understands the task, a determination of any City resources that will be needed, and what Willdan staff resources will be needed. Should Ms. Smith be needed to work at the City, each day will begin with a review of ongoing work efforts, new work efforts that have been assigned, and discussion with City staff. Since she is accustomed to traffic engineer assignments, many of these efforts will be self-directed, except as otherwise given general or specific direction from the City, as deemed appropriate. At the end of each day, Ms. Smith will review the events of the day, schedule any remaining needed efforts by City staff, and establish a preliminary list of efforts for her next regularly scheduled day at the City

For work efforts such as project management, technical advice, and preparation of Traffic Commission or City Council agenda items, Ms. Smith will work closely with City staff to coordinate specific tasks and to provide appropriate input when needed. She will make necessary contacts with private developers, other public agencies, and other City departments on an as-needed basis. To more fully understand all issues relating to specific projects, Ms. Smith will research available records at the City, make field reviews as appropriate, and hold discussions with City staff.

The traffic engineer duties may require Ms. Smith to be contacted while not at the City. In such cases, she will routinely check for email and voice messages, both at the City and at Willdan, as well as be available by cell phone to keep current with ongoing issues and to formulate and deliver timely responses. This may require her to coordinate with or assign work efforts to City or Willdan staff. Whenever feasible, she will also be available for direct communication while she is away from City offices.

Scope of Services and Task Descriptions

The following presents the scope of work identified in the City's Request for Proposal and includes, but is not necessarily limited to, the services that Willdan will provide.

Willdan is very familiar with city services typically required in providing traffic engineer services to Southern California cities. We have reviewed the requirements for this contract as presented and find they are consistent with the services we have provided for other cities.

1. Provide traffic engineering services to the City for up to 20 hours per week. Additional hours may be requested on an as-needed basis.
2. Serve and represent the City as City Traffic Engineer, interfacing with the public, staff, and other governmental agencies to address any and all matters relating to proposed traffic/transportation plans within and/or affecting the City.
3. Perform the duties of staff liaison and attend all City-held Traffic Commission meetings.
4. Respond to citizen questions, suggestions, complaints, and concerns.
5. Coordinate with the general public regarding traffic engineering issues related to circulation, parking, and access.
6. Assist staff with development of engineering and development policies, regulations, ordinances, and resolutions in relation to traffic issues and standards.
7. Provide traffic engineering design; assist with contract administration; and interact with staff, consultants, the public, community groups, engineers, contractors, and inspectors during all phases of the design and construction of capital improvement projects.
8. Prepare traffic warrants and conduct speed surveys.
9. Review development proposals and conduct studies as appropriate to ensure consistency with city, county and state codes, standards, regulations, ordinances, policies, and statutes.
10. Assist City staff in evaluating the City's traffic impact fee and determining whether the fee is appropriate or needs adjustment.
11. Assist in the preparation of conditions of approval for proposed development projects.
12. Evaluate and provide recommendations regarding the developer-proposed mitigation measures.
13. Conduct investigations and prepare reports for traffic engineering matters.
14. Attend meetings such as City Council, Planning Commission, and others as requested.
15. Provide an interface with local, regional, and state transportation agencies, including MetroLink, Orange County Transportation Authority, and Caltrans
16. Perform the duties as the primary traffic engineering contact for the City's Permit Parking Program and coordinate permit parking and other parking issues with the City's Police Department.
17. Assist City staff with evaluating the Permit Parking Program and fee schedule to determine whether the fee fully covers cost for program administration costs and if the program should be revised.
18. Develop recommendations and budgets for capital improvement projects or operational corrective measures to mitigate specific concerns.
19. Prepare materials and information for use at various public meetings, as requested.
20. Provide monthly invoices with specific project and activity accounting of hours billed, including direct costs advanced by Willdan.
21. Assist with the completion of the City's comprehensive general plan update, including finalizing the bike plan, review of certain studies, and completion of the Mobility Element.
22. Assist with specific plans and/or master plans.
23. Coordinate with staff regarding management and implementation of traffic-related grants and programs.
24. Perform traffic-related assignments, as requested.
25. Review traffic detour plans.
26. Review signal maintenance contractor's monthly invoices.
27. Perform ADT counts.

6 – Evidence of Insurance Coverage

As requested in the City's Request for Proposal, Willdan herein states that evidence of appropriate insurance coverages will be provided prior to execution of the contract.

7 – Avoidance of Conflicts of Interest

In accordance with the City's Request for Proposal, to the best of our knowledge, Willdan has made no monetary political contributions to any member of the City of Los Alamitos City Council within the last 10 years.

As a matter of course, Willdan does not provide in-kind service or loans to any council members.

8 – Special Services Available to City

In addition to Willdan's specialty services listed in Section B, Willdan also offers services in:

Disaster Recovery

- One-Stop Building Operation
- Permit Centers
- FEMA Public Assistance
- Fast Mobilization Response
- Hazard Mitigation Plan
- Street and Storm Drain Clean-Up
- Removal of Burned Vehicles
- Storm Drain, Street, and Bridge Replacement/Repair
- City-Wide Debris Removal Program Management
- Near-Term Erosion and Sediment Control Program

Design-Build

- Water
- Sewer
- Roadway
- Bus Routes
- Bridges

Structural Engineering

Study/Evaluation

- Study and Analysis
- Bridge Advance Planning Studies
- Bridge Planning/Feasibility Studies
- Bridge Evaluations
- Bridge Inventory and Operating Rating Study
- Bridge Sufficiency Rating Analysis
- Funding Application

Bridge Preliminary Engineering

- Bridge Type Selection Report
- Bridge Preliminary Design
- Seismic Retrofit Strategy Report

Design and Construction

- Local Bridge Replacement/ Rehabilitation
- Freeway Overcrossing, Undercrossing, and Ramp
- HOV Bridge Widening
- Railroad Bridge and Grade Separation
- Bridge Seismic Retrofit

Building Safety

Plan Review and Inspection

- Commercial
- Residential
- Industrial
- Medical Schools
- Casinos
- Correctional Facilities
- Solar Installations

Contract Staffing

- Plan Review
- Inspection
- Counter Support and Permitting
- Code Enforcement
- Building Official

Neighborhood Preservation/Improvement Code Enforcement

- Program Review, Study, and Analysis
- Ordinance Development of Ordinances
- Grant Proposal Writing
- Neighborhood Cleanup and Improvement Programs
- Community Education Programs
- Educational Material Development
- Graffiti Abatement Program Development/Implementation
- Vehicle Abatement and Parking Enforcement
- Enforcement Assistance with Prosecution

1. City Engineer
2. Traffic Engineer

Section D – References

City Engineer References

City Engineer

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Contact: *Christopher Cash*
Public Works Director
(562) 220-2020

Willdan provides city engineer, traffic engineer, agency engineer, water engineer, public works permits/inspection, development review, CIP design/inspection, CDBG administration, grant writing, and NPDES.

City Engineer

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Contact: *Michael McConaha*
Public Works Manager
(714) 993-8148

Willdan provided city engineer and traffic engineer administration, development review, public works permits and inspection, roadway design, construction management, and long-term planning which includes development of capital improvement plans, improvement districts, safe route planning, and master plans.

Interim Public Works Director

City of La Habra
201 East La Habra Boulevard
La Habra, CA 90633

Contact: *Jim Sadro*
City Manager
(562) 383-4010

Willdan served as the interim public works director directing and managing development review, public works permits and inspection, plan check, subdivision improvement inspection, capital improvement project design, and construction observation services. Willdan staff attended City Council meetings providing status reports on all city engineering projects.

Traffic Engineer References

City Traffic Engineer

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Contact: *Michael McConaha*
Public Works Manager
(714) 993-8148

Willdan served as the contract traffic engineer for five years and provided traffic engineering services to the City as needed. Willdan reviewed development projects submitted to the City. Tasks included checking plans and project details regarding on-site circulation and design, project access, parking, and possible off-site impacts; determining if a traffic impact study was required and providing the required elements of the study to the City/developer; following up by reviewing and commenting on the traffic study; meeting with the developer and developer's civil and traffic engineers, as necessary; approving the final traffic study; and preparing the conditions of development.

City Traffic Engineer

City of Temecula
41000 Main Street
Temecula CA 92590

Contact: *Jerry Gonzalez*
Associate Engineer - Traffic
(951) 693-3917

As part of our traffic engineering consulting services contract, Willdan serves as the City's consultant traffic engineer and provides as-needed traffic engineering services. Services include providing technical assistance to City staff; preparing neighborhood traffic plan studies; performing, traffic impact study reviews, warrant analyses, plan reviews, and engineering and traffic surveys to update speed limits; and preparing signing and striping plans. Willdan staff prepares for and makes presentations to the Traffic Commission and at community meetings.

City Traffic Engineer

City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

Contact: *Nicole Jules*
Deputy Director of Public Works
(310) 544-5275

As part of our traffic engineering consulting services contract, Willdan serves as the City's consultant traffic engi-

EXHIBIT B
FEE SCHEDULE

City Engineer

CITY OF LOS ALAMITOS 2015 Engineering Services	Billing Rate	Total Hours	Cost
City Engineer	$120.00	650	$78,000
Principal	$195.00	50	9,750
GIS	$155.00	50	7,750
Associate Engineer	$133.00	325	43,225
Senior Drafter	$133.00	200	26,600
PW Construction Inspector	$120.00	160	19,200
		Total	$184,525

Note: No charge for City Engineer, Dave Hunt, attendance at City Council meetings

Traffic Engineering

CITY OF LOS ALAMITOS 2015 Traffic Engineer Services	Billing Rate	Total Hours	Cost
Principal Engineer	$160.00	30	$4,800
Traffic Engineer	$140.00	350	49,000
Senior Engineer	$135.00	140	18,900
Associate Engineer	$130.00	50	6,500
Traffic Signal Systems Supervisor	$160.00	100	16,000
Traffic Signal Systems Specialist	$125.00	120	15,000
		Total	$110,200

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10I**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Amendment No. 1 with West Coast Arborists, Inc. (WCA) for Tree Maintenance Services**

SUMMARY

This report provides a basis for continuing services with West Coast Arborists, Inc. (WCA) to provide Tree Maintenance Services for one additional year. The current Professional Services Agreement (PSA) expires June 15, 2021, but can be extended one year by mutual agreement.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 of the Professional Services Agreement with West Coast Arborists, Inc.

BACKGROUND

The City of Los Alamitos has approximately 2,596 street, park and parkway trees comprising its community forest. In order to provide the best possible tree care to maintain the City's community forest at an acceptable level, staff previously released a Request for Proposals (RFP) to seek proposals from qualified contractors to provide annual services for maintenance, removal, online inventory and replacement of trees (as needed).

West Coast Arborists, Inc. (WCA) has been providing Tree Maintenance Services to the City of Los Alamitos since 2006 - the latest Professional Services Agreement (PSA) was secured by a Request for Proposals (RFP) in June 2020. This PSA is set to expire on June 15, 2021, but can be extended for one year by mutual agreement.

DISCUSSION

WCA has agreed to provide continued services with no price increase for the proposed term. Amendment No. 1 to the PSA extends the City's contractual relationship with WCA for one of three allowable one-year extensions.

FISCAL IMPACT

The Fiscal Year 2021-22 budget contains sufficient funds for this contract and will be paid through the funds below:

- $62,000 → Account No. 26.570.5501.1614 (Measure M)
- $12,000 → Account No. 10.543.5271 (Street Maintenance)

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. Amendment No. 1 with WCA*
2. 2020 Professional Services Agreement with WCA

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
[*City of Los Alamitos and West Coast Arborists]*

This Amendment No. 1 to Professional Services Agreement ("Amendment") is made and entered into on this 17th day of May, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation, ("City") and, West Coast Arborists, Inc., a California Corporation ("Contractor").

RECITALS

A. City and West Coast Arborists, Inc. entered into that certain Professional Services Agreement for Tree Maintenance Services for annual services for maintenance, removal and replacement of trees, as needed within the City's community forest on June 15, 2020 ("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. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4. Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one year ending on June 15, 2022, unless extended by mutual written agreement of the Parties for a maximum of two (2), one-year contract extensions.

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 A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Contractor"

West Coast Arborists

By:_____
Patrick Mahoney
President

By:_____
Richard Mahoney
Assistant Secretary

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / West Coast Arborists, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a municipal corporation ("City"), and West Coast Arborists, Inc. (WCA) ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Tree Maintenance Service.

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": Such professional services as are set forth in Consultant's June 29, 2016 proposal to City attached hereto as Attachment 1 and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's June 29, 2016 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": August 16, 2016.

3.4 "Expiration Date": August 15, 2019.

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 written agreement of the parties 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 Forty-two thousand Dollars ($42,000.00) 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. Rob Thompson 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. The invoice shall itemize the services rendered during the billing period and

the amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of the 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 its 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 (or its principal's) previously earned PERS retirement benefits, if any, 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 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 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.

10.3 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 to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) 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, or if such agreements prove to be inadequate to protect City for any reason, 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. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

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) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its

operation are insureds. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or that described Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage.

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. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos."

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 at least two weeks 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 canceled or reduced 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. 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.

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 there from 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: Corey Lakin
Telephone: (562) 430-1073 x500
Facsimile: (562) 594-9657

If to Consultant:
West Coast Arborists, Inc.
2200 East Via Burton
Anaheim, CA 92806
Telephone: (714) 240-1645
Cell Phone: (714) 991-1027

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 thirty 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. PREVAILING WAGE LAW

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.

19. GENERAL PROVISIONS

19.1 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.

19.2 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.

19.3 The captions appearing at the commencement of the sections hereof, and in any sub-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).

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9 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 the parties with respect to the transactions contemplated herein. No 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.

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: _____
Bret M. Plumlee, City Manager

Date: 7-15-16

"Consultant"
West Coast Arborists, Inc.

By: _____
Patrick Mahoney, President

Date: 7/11/16

By: _____
Richard Mahoney, Asst. Secretary

Date: 7/11/16

Attest:

By: _____
Windmera Quintanar, CMC, City Clerk

Date: 7·19·16

Approved as to form:

By: _____
Cary S. Reisman, City Attorney

Date: 7·18·16

EXHIBIT A
SCOPE OF WORK

CITY OF LOS ALAMITOS
REQUEST FOR PROPOSAL
TREE MAINTENANCE SERVICES

1. BACKGROUND

The City of Los Alamitos is soliciting Requests for Proposals from qualified firms to provide annual services for maintenance, removal and replacement of trees, as needed, within the City's Community Forest. The City has approximately 1,300 street and park trees comprising its Community Forest.

The purpose of this maintenance Professional Services Agreement is to provide the City of Los Alamitos with the best possible tree care to maintain the City's Community Forest at a level expected by the City's residents, City Council, City staff, and visitors to the community. The selected firm will work closely with the Public Works Superintendent and other City staff to insure the most appropriate care and maintenance of the City's Community trees with sensitivity to the City of Los Alamitos, its residents and visitors.

It is the intent of the City to award a Professional Services Agreement in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual budget, an annual agreement amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Community.

2. SCOPE OF WORK (Task Description)

A. It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. Contractor shall be required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree trimming.
2. Tree removal.
3. Tree planting.
4. Clean up and disposal and/or recycling of generated green waste.
5. Root pruning and root barrier installation.
6. On-line tree inventory and management.
7. Small tree care.

8. Emergency on-call services.
9. Certified Tree Arborist Services

B. Contractor shall submit a recommended annual pruning program based upon a three (3) year, street tree pruning cycle. Proposals shall provide suggested time schedules, personnel and vehicles that would be required to complete the annual pruning schedules. Depending on the City's current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently.

3. PROJECT EXPECTATIONS

This work consists of tree trimming for traffic clearance, palm trimming, and/or trimming and shaping of trees as specified in the contract scope of work and/or Requests for Proposal. All pruning methods shall comply with the ISA and ANSI Standards.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

This work consists of tree trimming for traffic clearance, palm trimming, and/or trimming and shaping of trees as specified in the Professional Services Agreement scope of work and/or Requests for Proposal. All pruning methods shall comply with the ISA and ANSI Standards.

B. Work Quality

1. All tree trimming shall comply with good arboreal practice for the particular species of trees being trimmed. The Contractor shall be consistent with the pruning standards as adopted by the International Society of Arboriculture, ANSI A-300 Part 1)2008 accompanied by Best Management Practices, Tree Pruning (Revised 2008). The Contractor shall also meet the requirements of the American National Standards, ANSI-Z133.1-2008 entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the Tree Care Industry Association, Inc. at 136 Harvey Road – Suite B101-110, Londonderry, NH 03035.

2. The Public Works Superintendent shall determine if the Contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The Contractor shall be deemed in agreement default, if they consistently fail to comply with the aforementioned standards.

C. Standards

1. Prior to beginning the work, the Contractor shall review with the Public Works Superintendent the various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree trimming shall include, but not be limited to, accepted pruning activities.

2. Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the Public Works Superintendent for determination of the appropriate course of action.

3. The use of "lopping shears" shall be specifically approved by the Public Works Superintendent.

4. Daily tree trimming operations shall commence no earlier than 8:30 AM and shall be completed each day no later than 5:00 PM.

5. Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the Public Works Superintendent. All debris resulting from tree trimming operations shall be removed from the work site on a daily basis.

6. Removal of all vines entwined in the tree or around its trunk, and the removal of sucker growth on tree trunks is required on all trees.

D. Tool Sanitation

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

E. General Trimming and Shaping of Conifers

1. Two basic classes of conifers can be found in Los Alamitos, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, no more than thirty percent (30%) of the live foliage may be removed.

2. Contractor shall avoid damaging the central leader on all conifers. In specific cases the Public Works Superintendent may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.

3. At the time of pruning, the Public Works Superintendent shall determine which trees shall have the new growth pinched back in an effort to control canopy size.

4. To control the growth of large, mature conifers, Contractor shall be required to prune the new growth of lateral limbs.

5. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

F. General Trimming and Shaping of Broadleaf Trees

Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Public Works Superintendent and in accordance with the following:

1. Cuts to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) but no more than fifty percent (50%).

2. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

3. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

G. General Trimming and Shaping of City Trees:

1. The objective is to control canopy size and basic structure while maintaining an aesthetically pleasing appearance.

2. City trees in the business districts shall be pruned on an annual cycle. The objective is to prune the trees in a manner that will provide clearance for business signs and storefronts while maintaining the natural shape and beauty of individual street trees. Contractor shall be required to meet the schedule requirements as outlined in the Professional Services Agreement requirements and make every attempt possible to reduce the impact on businesses and business patrons during the course of pruning activities.

3. City trees in residential neighborhoods shall be pruned on a bi-annual cycle. The objective shall be to prune the trees in a manner that will provide sunlight for private landscapes, and buildings or homes while maintaining shade over the streets and sidewalks.

H. Trimming for Traffic Clearances

Tree trimming for traffic clearances shall provide clearances of at least fourteen feet (14') and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the Public Works Superintendent and conform to the following:

1. The maximum clearance under trees within the street right-of-way shall be sixteen feet (16') over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

2. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

3. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

I. Trimming Palm Trees.

Palm tree trimming shall consist of the removal of all dead fronds, dead frond sheaths, fruit clusters and other vegetation from the trunks of all palms listed in the Agreement Project Requirements in a manner selected by the Contractor and approved by the Public Works Superintendent, and in accordance with the following:

1. Dead fronds, and parts thereof, including stubs, shall be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six inches (24" – 36") from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) shall be left in place within a span of at least eighteen inches (18") but no greater than thirty-six inches (36").

2. Only the full, green, undamaged fronds shall remain at the crown of the tree. The Contractor shall be required to remove and dispose of any fallen or hanging fronds for a period of thirty (30) days after completion of the Professional Services Agreement.

3. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the Public Works Superintendent.

The Contractor shall be required to use an aerial tower with a height reach of one hundred feet (100') for the purpose of trimming City Palm trees.

4. *Trachycarpus fortunei*, *Chamaerops humilis*, and *Phoenix roebeleni* species as well as other palm trees having a trunk height not more than eight (8) feet above the ground shall be trimmed but not slicked.

J. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, pruning, re-staking when necessary. The maintenance of small trees shall begin as soon as each individual tree has been planted by the Contractor. This work shall continue until the tree has been in the ground for a period of one year. If the tree dies to what is determined negligence on the Contractor's part, it shall be replaced at Contractor's expense.

K. Utility Line Clearance

During the course of this Professional Services Agreement, the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine trimming activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Professional Services Agreement. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

L. Tree Removals

1. During the course of trimming activities for a specified street, Contractor shall notify the Public Works Superintendent of any trees which may be dead, hazardous, or in need of removal for any reason. The Public Works Superintendent shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

2. All wood from removed trees is the property of the City and shall be disposed of at the direction of the Public Works Superintendent. No wood shall be left along public right-of-way unless approved by the Public Works Superintendent. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other

tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

3. Contractor shall be required to call Underground Alert at least two (2) days before stumps are to be ground out. All tree stumps must be removed to at least eighteen (18) inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and one half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

4. Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal. All stumps are to be ground within forty-eight (48) hours of tree removal. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2) inches above normal ground level unless a new tree is to be planted in the same location and clean fill dirt will be required as a backfill. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

M. Pest Control

The City may periodically require the Contractor to treat for insects or disease. Treatment will be done only when specifically requested by the Public Works Superintendent and shall be made in the form of soil injections. Contractor shall be required to provide the City with a written recommendation provided by a State Licensed Pest Control Advisor.

N. Crew Rental Services

Contractor shall provide a minimum standard crew of three (3) persons, one (1) chipper truck, one (1) chipper, one (1) aerial tower truck and all necessary saws and hand tools. Crew complement should also be capable of modification in order to perform miscellaneous tree care tasks. The Public Works Superintendent shall provide a description of the work and recommended tools required to complete the assignment in an efficient and timely manner.

O. Emergency Response Service

1. The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

2. Contractor shall be required to provide twenty-four (24) hour emergency phone numbers and the names of at least five (5) individuals upon award of Professional Services Agreement. Should the contact persons or their phone numbers change during the course of the Professional Services Agreement, those changes shall be submitted to the City within two (2) working days.

3. Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

4. Work performed under the emergency provision of this Professional Services Agreement shall be paid for on a "crew hour" basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

P. Traffic Control

1. Contractor shall be required to supply the necessary equipment to provide adequate traffic control measures during tree trimming operations. This shall include but not be limited to high visibility arrow boards where appropriate. The contractor must abide by the most current edition of the Work Area Traffic Control Handbook, or W.A.T.C.H. manual, for traffic control. The City, prior to use, must approve all traffic control measures.

2. Tree trimming operations may be conducted on one side of the street at a time and at no time may streets be closed unless authorized, in advance, by the Public Works Superintendent or his designee. During all tree trimming operations adequate provisions shall be made by the Contractor to accommodate normal traffic flow over public streets. Means of ingress and egress shall be provided for occupants of adjacent property with convenient access to driveways, buildings, businesses or private residences. Pedestrian traffic shall be accommodated on adjacent sidewalks.

3. Contractor shall be required to provide and maintain barriers, guards, and lights whenever and wherever necessary in order to effectively protect the public from the dangers associated with the tree trimming operations. Contractor shall be required to post proper notices and signals for the public regarding detours and the conditions of work currently in progress.

Q. Public Noticing of Tree Trimming Operations

1. Contractor shall be required to notify residents and/or businesses of scheduled tree trimming operations at least seven (7) calendar days prior to the work being performed. Notifications shall be made in the form of door hangers, or letters mailed through the US Postal system.

2. City approved "No Parking" signs shall be posted on individual trees scheduled for trimming seventy-two (72) hours prior to the work being performed. Signs shall be taped or tied and not nailed or stapled to the trees.

R. Disposal of Debris

All brush generated from tree trimming operations shall be recycled where practical.

S. Green Waste Report

Green waste that is transported to an offsite facility for grinding into mulch shall be documented and submitted to the Public Works Superintendent on a monthly basis. Weight slips shall be required as proof of disposal and shall be included in the monthly Green waste Report.

T. Wood Chips

Chips generated from trimming operations within the City of Los Alamitos may be dumped and spread at a City designated site.

At the direction of the Public Works Superintendent, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.

U. Milling

At the direction of the Public Works Superintendent, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the proposal.

V. Invoice

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to: a list of each street where trimming operations took place; the address of each individual tree trimmed; the species and its current condition; and the height, trunk diameter, and canopy spread of each individual tree that was trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

W. Inspections

1. The Public Works Superintendent shall be furnished with every reasonable facility for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work.

2. Each week, the Contractor shall be required to submit a complete working schedule of all tree maintenance operations including but not limited to trimming, planting, removals, stump grinding and watering.

3. Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this document. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

4. Any work found to be unacceptable will be noted in writing. Upon receipt of notice these deficiencies; the Contractor shall make a reasonable good faith effort to correct the deficiencies within ten (10) calendar days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or terminate the Professional Services Agreement.

X. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective or inadequate work not corrected.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
4. A reasonable doubt that the Professional Services Agreement can be completed for the balance unpaid.

Y. Minor Modifications and/or Additional Work

1. The City may modify these specifications with the joint approval of the Contractor and the City of Los Alamitos. All modifications shall be in writing.

2. In the event that the City of Los Alamitos should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price as listed.

3. Additional work may be added to the Professional Services Agreement work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this proposal.

4. The Contractor must be willing to provide a competitive price for additional work that may be added to the Professional Services Agreement. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within two (2) hours of receipt of the call.

4. CONSULTANT RESPONSIBILITIES

A. Award will be made to the firm who best meets the City's requirements for the all criteria described in this document. All firms submitting proposals must hold a valid State California C-27 and a C-61/ D49 Contractor's License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

B. Proposals shall include OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals.

C. Proposals shall include a list of all key persons that will be supervising, scheduling and/or performing the work outlined in the Professional Services Agreement. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of an on-site Supervisor who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

D. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Professional Services Agreement, which may be delivered to said party or his representatives on the work.

E. Proposals shall include a list of at three (3) similar and separate Southern California municipal multi-year tree maintenance Professional Services Agreements which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with submission).

5. ADDITIONAL CONSULTANT RESPONSIBILITIES

The consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement.

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. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem

wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and the project site. 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.

6. TERM

The term of the agreement is for three (3) year contract with an additional two (2) optional one-year extensions. An annual CPI increase is included after the 3rd year of service, subject to a maximum increase of 2.5%.

7. PROPOSAL REQUIREMENTS

A. Award will be made to the firm who best meets the City's requirements for the all criteria described in this document. All firms submitting proposals must hold a valid State California C-27 and a C-61/ D49 Contractor's License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

B. Proposals shall include OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection reports for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals.

C. Proposals shall include a list of all key persons that will be supervising, scheduling and/or performing the work outlined in the Professional Services Agreement. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of an on-site Supervisor who shall be an ISA Certified Arborist and fluent in the English language. At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

D. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the Professional Services Agreement, which may be delivered to said party or his representatives on the work.

E. Proposals shall include a list of at three (3) similar and separate Southern California municipal multi-year tree maintenance Professional Services Agreements which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with submission).

8. SUBMITTAL

Firms wishing to have their proposals considered for this project shall submit the following:

A. A Statement of firm's qualifications applicable to this project, including the following:

1. State of California Contractor's License number and expiration date.
2. Names, qualifications and proposed duties of staff to be assigned to this project. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of the project as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the firm.
3. List of staff qualifications including certifications, specialists, and licenses.
4. Technical ability and experience similar in scope to this project. References to include contact names and telephone numbers.
5. Statement of past project disqualification(s) and litigation.
6. Letters of Reference.

B. Detailed Proposal including pricing.

C. A written description of the firm's plan to report green waste generated and the method for its disposal.

D. A written statement describing the firm's ability to acquire and purchase trees for the City's Community Forest. Also describe the facility, where the trees are to be stored.

E. Completed 'Attachment A' – pricing sheet.

One (1) original and five (5) copies of the proposal must be submitted no later than 5:00 p.m., July 21, 2011. It is the sole responsibility of the proposer to insure that their proposal is received by the deadline. Postmarks and/or faxes are not acceptable. Proposals must be titled "RFP for Tree Maintenance Services". Proposals must be submitted to:

Tony Brandyberry
Public Works Superintendent
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Questions related to this Request for Proposals may be referred to Public Works Superintendent at 562-431-3538, ext. 105. Proposals not received on or prior to the date and time specified will not be considered.

9. SELECTION CRITERIA

The process will adhere to the current City of Los Alamitos policies for the award of

Professional Services Agreements. Each proposal will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All respondents will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

A. Quality & Completeness of Proposal

1. Relevance & Conciseness of Proposal and Statement of Qualifications.
2. Work Statement and Quality Control Plan.

B. Corporate Capability

1. Qualifications and experience of staff.
2. Quantity and types of equipment.
3. Internal training program for employees.
4. Green waste recycling capabilities.
5. Experience in the management of electronic tree inventory databases.

C. Pruning Program

1. Ability to recommend and meet Project Schedules.

D. Reference Evaluation

1. Quantity and Quality of work previously performed.
2. References: Names and Numbers provided.

E. Fee Schedule

1. The firm's current Fee Schedule.

10. CLARIFICATION OF SPECIFICATIONS

If any respondent, prior to submitting their proposal should find any discrepancies and/or omissions from the specifications or other Professional Services Agreement documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Los Alamitos Public Works Superintendent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City of Los Alamitos Public Works Superintendent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a proposal has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to respondents in any manner other than the aforementioned written addendum.

EXHIBIT B
APPROVED FEE SCHEDULE

CITY OF LOS ALAMITOS
TREE MAINTENANCE SERVICES
ATTACHMENT '1'

1. **GRID OR ANNUAL TREE PRUNING:**
Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, cleaning and light thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to assess, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

Small, Medium & Large Trees	**Per tree**	$ 52.00

2. **FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS:**
Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

0"-6" dbh	**Per tree**	$ 52.00
7"-12" dbh	**Per tree**	$ 82.00
13"-18" dbh	**Per tree**	$ 122.00
19"-24" dbh	**Per tree**	$ 172.00
25"-30" dbh	**Per tree**	$ 212.00
31" dbh & over	**Per tree**	$ 272.00
Washingtonia Robusta	**Per tree**	$ 52.00
Phoenix Canariensis	**Per tree**	$ 152.00
Palm Tree Skinning	**Per tree**	$ 12.00

3. **CLEARANCE PRUNE:**
Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis.

Small, Medium & Large Trees	**Per tree**	$ 32.00

4. **TREE & STUMP REMOVAL:**
City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled; as well as all debris cleaned up and hauled away.

Tree and stump removal	**Per dbh inch**	**$**	27.00
Tree and stump removal over 30"	**Per dbh inch**	**$**	33.00
Tree removal only	**Per dbh inch**	**$**	22.00
Tree removal only over 30" dbh	**Per dbh inch**	**$**	28.00
Stump removal only	**Per dbh inch**	**$**	10.00

5. **TREE PLANTING:**
Planting includes the tree, root barrier (when required by specifications), stakes, ties, and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as-needed. Contractor will guarantee the life of the tree for a period of ninety days (90), excluding vandalism and extreme weather conditions.

15 gallon tree with root barrier	**Per tree**	**$**	142.00
15 gallon tree without root barrier	**Per tree**	**$**	122.00
24 inch box tree with root barrier	**Per tree**	**$**	272.00
24 inch box tree without root barrier	**Per tree**	**$**	252.00

6. **CREW RENTAL:**
The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

Per hour **$** 225.00

7. **EMERGENCY RESPONSE:**
Contractor will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

Per hour **$** 75.00

8. **ON-LINE TREE INVENTORY:**
Contractor will provide an on-line tree inventory database. The inventory shall be updated annually by the Contractor and a report generated and submitted to the Public Works Superintendent.

Lump Sum **$** No Cost

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10J**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Amendment No. 9 to Professional Services Agreement with Scientia Consulting Group for Information Technology Support Services**

SUMMARY

The purpose of this report is to amend the Professional Services Agreement with Scientia Consulting Group, extending the term to June 30, 2022, for information technology support services.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 9 to the Professional Services Agreement with Scientia Consulting Group.

BACKGROUND

The City of Los Alamitos has utilized the Scientia Consulting Group for information technology (IT) support services since 2011. Although the term of the original agreement was through June 30, 2013, City Council has previously approved multiple one-year extensions of the Professional Services Agreement, which is currently set to expire on June 30, 2021.

DISCUSSION

Since entering into a contract with Scientia, the City has realized a savings in the cost of IT service while benefiting from Scientia's proactive approach and broad spectrum of expertise. Extension of the agreement for IT support services ensures the containment of costs, promotes continuity by keeping the service in place, and gives staff the opportunity to further evaluate the scope of services for possible future savings. Based on the efficiency and expertise provided by Scientia Consulting Services, it is recommended that

City Council approve Amendment Number 9 to the Scientia Professional Services Agreement to extend the term of the agreement for an additional year to June 30, 2022 with no increases to the fee schedule. The City will then request action from Council to issue out a Request for Proposal (RFP) for the City's IT Services.

The City successfully migrated through a complex Computer Aided Dispatch/Records Management System (CAD/RMS) replacement project and the transition to the new system required intricate knowledge of the City's network configurations as well as work flow, which Scientia took the lead on providing for the City. Scientia also provides technical support to West-Comm which facilitates familiarity and efficiency. West-Comm and the three cities that are in the Joint Powers Authority have been satisfied with Scientia's technical support. With the continuity of IT services being critical, staff recommends extending the service agreement. At this time, there is no increase requested to the fee schedule.

FISCAL IMPACT

Scientia increased the service contract rate in June 2018 to $5,871/month. The proposed budget for Fiscal Year 2020-21 includes $77,000 for the Information Technology Support Services Agreement, which includes sufficient funds for the contract. The budget provides for remote 24-7 monitoring of our network and an on-site technician for sixty (60) hours per month. The remote monitoring of our network is included in the agreement at no cost to the City.

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.9 – Scientia Consulting Group
2. Professional Services Agreement with Scientia Consulting Group

AMENDMENT No. 9 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and Scientia Consulting Group)

This Amendment No. 9 ("Amendment") to Professional Services Agreement is made on this 17th day of May, 2021 at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Avenue, Los Alamitos, California 90720 ("City") and Scientia Consulting Group, a S-Corporation, 1591 S. Sinclair Street, Suite B, Anaheim, California 92806 ("Consultant").

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement for Information Technology Support Services on June 29, 2011, as subsequently modified by Amendments Nos. 1-8 (collectively, the "Agreement"), incorporated herein by this reference.

B. The Agreement will expire on June 30, 2021 unless extended by written agreement of the City and Consultant.

C. City and Consultant desire to amend the Agreement to extend its term by one year, to June 30, 2022.

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

1. Section 3.4 of the Agreement is hereby amended and restated to read as follows:

3.4 "Expiration Date": June 30, 2022

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 hereto have executed and entered into this Amendment as of the date first written above.

SIGNATURES ON NEXT PAGE

"City"
City of Los Alamitos

By:

_____
Mark A. Chirco, Mayor

Attest:

By:_____
Windmera Quintanar, MMC, City Clerk

Approved as to form:

By:_____
Michael S. Daudt, City Attorney

"Corporation"
Scientia Consulting Group

By:

_____
Phillip Danie, Chief Executive Officer

By:_____
Katherine Rios, Secretary

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Scientia Consulting Group.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City") and Scientia Consulting Group, a California Corporation ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Information Technology Support 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": Such professional services as are set forth in Consultant's May 16, 2011 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's May 16, 2011 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": July 1, 2011.

3.4 "Expiration Date": June 30, 2013.

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 written agreement of the parties 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 one hundred thousand dollars ($100,000) unless specifically approved in advance and in writing by City.

5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.

5.3 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.*).

5.4 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.

5.5 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. Chief Technology Officer Tom Bruce 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.

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. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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.

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 its 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.

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, 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 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 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 as 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 fees 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 act 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 here 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 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. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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 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 coverage that meets 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 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 aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

11.6 Consultant 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 will be furnished at least two weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement 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 canceled or reduced 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 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. 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 in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

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 Avenue
Los Alamitos, CA 90720
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:

Scientia Consulting Group
1591 S. Sinclair Street, Suite B
Anaheim, CA 92806
Telephone: (877) 444-3108
Facsimile: (714) 917-3113

With courtesy copy to:

Sandra J. Levin, Esq.
Los Alamitos City Attorney
Colantuono & Levin, P.C.
300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

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 thirty 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 thereof at the head of which it appears, the section or paragraph thereof, 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).

18.4 The waiver by City or Consultant 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 City or Consultant unless in writing.

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 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. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles 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 be 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.

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 _____
KENNETH STEPHENS, MAYOR

Date: 06-20-11

"Consultant"
Scientia Consulting Group

By: _____
Phillip Danie, Chief Executive Officer

Date: 6-29-11

By: _____
Tom Bruce, Chief Technical Officer

Date: 6-29-11

Attest:

By _____
Adria M. Jimenez, CMC, City Clerk

Date: 06-20-11

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: 06-20-11

EXHIBIT A
SCOPE OF WORK

The Scientia Consulting Group shall provide **"Regular IT Support"** which includes, but is not be limited to the following:

1. Help Desk Support (including any off-site computers and Police mobile data computers).
   - Software related issues (Application Support)
   - Hardware related issues (Servers/Workstations/Mobile Data Computers)

2. Network Administration
   - Network Access
   - Network Printing
   - Network Resource Access
   - Email Administration
   - Documentation
   - Server Maintenance
   - Firewall Administration Support

3. Perform System Upgrades/Updates.
   - Operating System Upgrades
   - Application Upgrades
   - Hardware Upgrades
   - Operating System Updates/Patches (Server/Workstation)

4. Filtering/Protection
   - Virus Protection Administration
   - SPAM Filtering Administration

5. Administer the City's computer backup system

6. Resolve any issues with City's IT infrastructure.

7. Answer IT related questions from City staff.

8. Work with other IT consultants/vendors to resolve issues with software and hardware and for the implementation of City's IT projects.

9. Attend meetings when requested by City staff.

10. Provide City with recommendations on how to improve IT infrastructure, use technology to automate processes, and implement new technology.

11. Participate in City's budget process when requested.

12. Provide City with quotes from other vendors for IT purchases when requested.

13. Provide the Sentinel for managing the City's computing infrastructure.

EXHIBIT B
APPROVED FEE SCHEDULE

Regular IT Support as defined in the Scope of Services shall be billed at ninety-five dollars ($95.00) per hour.

IT Support above the estimated sixty (60) hours per month (Regular IT Support) will be billed at the same hourly rate of ninety-five dollars ($95.00) per hour during regular hours. Any hours outside of the normal work-week will be billed at a 2-hour minimum charge. Recognized state and federal holidays will be billed at an hourly rate of ninety-five dollars ($95.00) with a 2-hour minimum charge.

Additionally, two hours per month of off-site monitoring will be provided at no charge. Any unused remote IT support hours each month, will be rolled over into the next month into a support bank for use at a later date. The IT rollover support bank resets after each full year based on the signing date of the contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2011

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	CONTACT NAME: Shirley Huang
White Star Insurance Solutions 199 California Dr., #206 Millbrae, CA 94030 License #: 0668957	PHONE (A/C, No, Ext): (650)697-6888 FAX (A/C, No): (650)697-6388 E-MAIL ADDRESS: shuang@whitestaragency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : The Hartford Casualty Insurance Company — 29424
INSURED	INSURER B :
Scientia Consulting Group Inc. 1591 S. SINCLAIR ST #B ANAHEIM, CA 92806	INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00002009-54066** **REVISION NUMBER: 3**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	57SBADO6721	05/25/2011	05/25/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC						Hired/Nonowned Auto	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Certificate holder is named as additional insured .
Included in The Hartford policy , policy # 57SBADO6721, Failsafe Mega Technology E & O Liability:1,000,000/1,000,000 with $5,000 retention.

CERTIFICATE HOLDER	CANCELLATION
City of Los Alamitos 3191 Katella Avenue 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 (ASH)

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2011

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
Privilege Insurance Services, Inc
14451 Chambers Rd., Suite 220
Tustin, CA 92780
0E40869

CONTACT NAME:
PHONE (A/C, No, Ext): (714) 505-4030 FAX (A/C, No): (714) 505-4031
E-MAIL ADDRESS: PrivilegeIns@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY	
INSURER B: TRAVELERS CASUALTY INSURANCE COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SCIENTIA CONSULTING GROUP, INC.

1591 S. SINCLAIR ST. STE B
ANAHEIM, CA 92806

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB3627P912	12/22/10	12/20/11	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER
CITY OF LOS ALAMITOS
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720

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

AUTHORIZED REPRESENTATIVE
Sargan Danous

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Scientia Est Potentia - Knowledge is Power

RESPONSE TO
CITY OF LOS ALAMITOS
REQUEST FOR PROPOSAL

RFP for Information Technology Support Services

Due Date:
Monday, May 16, 2011
Time: 4:00 PM

Contact: Tom Bruce
Phone: (714) 686-1464
tom@scientiacg.com

Scientia Consulting Group, Inc.
1591 S. Sinclair Street, Suite B
Anaheim, Ca. 92806

Scientia Consulting Group
1591 S. Sinclair St. Suite B
Anaheim, Ca. 92806
(877) 444-3108

May 3, 2011

City of Los Alamitos
IT Services – Request for Proposal
3191 Katella Avenue
Los Alamitos, CA 90720

Dear Mrs. Palmer:

On behalf of Scientia Consulting Group, I would like to take this opportunity to thank you for allowing us to present you with a quotation for IT services. It is our intent to provide you with enough information so you and your team can make an intelligent decision as to how you move forward with contracting IT services.

At Scientia Consulting Group, we look to provide the best comprehensive suite of services to our customers with honest, ethical and practical recommendations based on our overall experience with consideration of the customer's desires and fiscal impact; in fact this is our company's Mission Statement.

If we can be of further assistance to you, or you have follow-up questions, please don't hesitate to contact me. Also, if you have any other IT needs, don't hesitate to contact us, as our staff has extensive experience in City IT services.

Thank you again and we look forward to working with the City of Los Alamitos.

Sincerely,

Tom Bruce – CTO/VP of Operations
Scientia Consulting Group

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Executive Summary

Scientia Consulting Group, Inc. (herein SCG) is pleased to submit this response to Request for Proposal for Information Technology Support Services. We have carefully examined the proposal documents and believe that we have submitted a comprehensive response taking into account all of the requirements of the City of Los Alamitos (herein the City).

It is SCG's understanding that the City is setting out to obtain full Information Technology service and support. It is also our understanding that the City desires to select the most qualified consultant for information technology support services for the City, and requires that the successful consultant has the knowledge, expertise, staff and availability to provide comprehensive technical computer and network support. We also understand that the City places a high priority on consistent and comprehensive maintenance of the City's server units and computers.

We at SCG pride ourselves on providing the best service possible to our customers. As an IT provider to other municipal agencies, we understand City government, purchasing regulations and the great demands of providing full-service IT support, such as being on call 24-hours a day, 7-days a week, geared for users that operate 24 hours-a-day. And more importantly, we understand that municipal government agencies expect constant system up-time to ensure critical City services are provided for and City leaders and department heads can provide continuity of government.

The proposed services in this document are similar to services we already provide to many of our existing customers. SCG has been in the IT business for over eleven (11) years. Our company name captures the overall essence of our personnel and service levels with our slogan; Scientia Consulting Group - Scientia Est Potentia, translates to, "Knowledge is Power." Our executive management has been working in the IT business for over 22 years, both in the private and public sectors, bringing to the workplace a plethora of IT knowledge.

In the Introduction and Understanding of the Scope of Services, we affirm that we understand your requirements for the entire City's IT needs encompassing the Police Department, Engineering and Public Works, Recreations, Community Development, Administration, Finance and the City Clerks Office.

As you will read, we give a brief explanation as to the scope of services to be offered and the company's approach to the information provided. We even share how our virtual IT Support System known as The *Sentinel*, can not only meet your required needs but exceed them. The *Sentinel* will also enable us to better serve as your IT provider.

In our Brief Company Profile, you will see that our expertise is in providing full IT services to local government agencies and private industry. We already work with other Orange County agencies in similar environments that you describe, and are the

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current provider of IT services to your communication center, West Cities Police Communications and your joint Mobile Command Post vehicle.

Our experience level and knowledge of this unique IT world comes together in the next section, "Professional Qualifications of the Principals Assigned to the City". You will see that you would be working with seasoned veterans of the IT business. And yes our key staff would be personally working on this contract based on the expertise needed for the tasks at hand.

SCG has a number of staff available when assigning personnel to specific sites. Not only are each of our employees very capable IT technicians, they have an expertise in specific areas of IT services to include mobile and wireless technology, networking infrastructure, server and application administration, project management, and back up and recovery solutions.

As you continue to review the RFP response, you will learn that we are headquartered in the City of Anaheim. Attached is our company brochure and a brochure for our customized monitoring software, The *Sentinel.* In the next section you will find our regular IT support proposed fees based on an hourly rate along with our additional IT support fees for services exceeding the proposed sixty (60) hours per month. We also included free-of-charge The *Sentinel* with every customer signed annual contract.

As you follow up with our provided references, these references will express our knowledge of the city/county government and public safety sectors, and how we exceed any other IT service providers in our industry. The remainder of the proposal is the required documents.

We understand that in spite of the thoroughness with which this response has been prepared there may still be questions to be answered. Please allow us an opportunity to clarify any areas where questions may exist.

SCG is proud of our service levels and is truly a full service provider placing a high priority on consistency and comprehensive services. We have only the very best in staff and prove to be the most qualified when up against other IT providers. Our personnel have the knowledge, expertise, staff and availability to provide the City of Los Alamitos comprehensive technical computer and network support.

We realize that contracting with an IT service provider represents a major investment and requires careful consideration. Our goal is to provide services that will ensure the maximum return on investment.

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1. Introduction and Understanding of the Scope of Services

Scientia Consulting Group is well prepared to handle the IT services for the City of Los Alamitos. We have a variety of expertise, ranging from wireless technologists, storage engineers, network specialists, software developers and web site designers. Our personnel have experience with a variety of equipment, allowing the customer to continue with what they trust, or our engineers can suggest product based on product history and experience. Whether it is complex IT support or project management, we have the personnel and the expertise to handle any job.

An added advantage which SCG provides FREE to all our contract customers, is our software solution known as the *Sentinel.* The *Sentinel* is a customized software solution that manages your entire computing infrastructure with one application. Complete, powerful, and secure, the *Sentinel* will monitor all of your systems, ensuring constant up time with minimal malfunctions or interruptions resulting in one of the highest service level agreements ever achieved by the City. The *Sentinel* will automatically notify us of system failures via cell phones, e-mail and even SMS messages when our services are needed. Frequently, we will have you back up and running without users having to initiate a service call or sometimes even knowing a failure occurred. The *Sentinel* will *Serve and Protect* 24 hours a day, 7 days a week. Below is a list of some of the features the *Sentinel* provides:

- PC Inventory / Computer Audit - Complete computer inventory and software inventory. Scheduled LAN audits. Fully automated and always up-to-date.

- PC Remote Control / Remote Support - We will be able to access computers remotely, secure and configurable.

- Patch Management - Fully automated security patch scan, patch testing, patch deployment and history. Scalable, secure, configurable and location independent. System can provide Microsoft patches and updates to most other applications.

- Network Monitoring / Alerts - We will be instantly notified of hardware changes, software changes, policy violations, low disk space, unapproved network access, new devices on the LAN, etc. Network appliances and printers can be monitored with SNMP traps.

- Windows Event Monitoring / Alerts - We can remotely monitor Windows system event logs, application event logs and security event logs with user defined alerts. Alerts can send notifications to IT staff and automatically generate help desk tickets.

- Mobile Data Computers / Laptop Monitoring and Remote Management – The *Sentinel* also provides monitoring and remote management of mobile data

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systems, without having to physically touch each mobile device. Trouble tickets can even be initiated from the mobile platform by the end-users.

- Software Installation / Update - Complete software installations and software updates across the City network. Easier and more flexible than SMS and other solutions.

- Help Desk / Trouble Ticketing - Complete integrated trouble ticketing. Policy based notifications. Built in online chat for support personnel and users. Users have ability to create trouble tickets. Monthly reports are generated outlining the weeks' tickets and repair turnaround times.

- Network Policy Enforcement - We can monitor network usage by machine and by application. Define policies and limit network access to only City approved applications.

- Integrated Reports - We can provide comprehensive integrated management and operational reports. We can provide report viewing online or export to HTML, Word or Excel or deliver in person or by email.

- Maximum Security - Encrypted communication using 256-bit RC4 with rolling keys. No open ports. No plain-text data packets on the network. Nothing for attackers to exploit.

- Flexible Administration - One integrated Web based interface. Accessible from anywhere. Flexible setup of administrators and users, computer groups, permissions and policies.

- Printer monitoring – Monitors printers for alerts and inventory levels to ensure uptime.

- Optional Antivirus/Antispyware – We utilize ESET security tools to ensure systems are protected from virus and spyware. In addition to ESET, we have several tools we utilize to clean infected computers saving time on rebuilding systems.

Where SCG stands out is in our service levels compared to other providers is our software solution, the *Sentinel*. The *Sentinel* is the IT staff serving during off hours, saving the City expensive personnel costs or contract services. We also believe that with the *Sentinel* in place, the City, once comfortable with the service levels, can even scale back the on-site hours required in the RFP saving the City funds for other projects.

The *Sentinel* is the ultimate application for managing the entire city's computing infrastructure. With maximum scalability and flexibility, SCG and the *Sentinel* have the power to automate key tasks to increase the productivity of your staff and the

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organization as a whole. From Software Inventory to Remote Desktop Management, our solution has the features and functions to automate day to day IT tasks.

We also have extensive programming experience. We have written applications to automate tasks, merge data between systems, and present data via a web interface to users. In addition, we have experience writing apps for both Microsoft and Apple mobile devices.

Along with this great software solution (the *Sentinel*) comes the personnel from SCG. It is the intent of SCG to provide full service on-site information technology services to the City at the stated monthly hours. On-site hours can be in blocks of 4, 6, 8, or 10-hour days to be consistent with staff hours.

In addition to providing the services listed above, SCG also tries to reduce the customer's IT costs. This can be done by streamlining the workflow to reduce staff time, replacing outdated systems with new technology, and renegotiating vendor pricing for recurring costs.

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2. Scope of Services to be Offered / Company Approach

While the City benefiting from the *Sentinel*, and our personnel being on site per the stated monthly hours, we will not only provide the identified services as stated in the Scope of Technical Services Section III of the Request for Proposal, but will exceed the identified services. Our approach to this scope is simple. Build upon the existing infrastructure and configure it so the hardware and software can sustain itself with minimal interaction from the IT staff, while using the *Sentinel* to watch over all computers and servers. Only weekly and monthly attention will be needed once configured properly and our software is loaded, allowing the IT staff more time to focus on future City technologies and IT needs.

More specifically, the scope of technical services shall include the following with a brief explanation as to how that service will be provided:

1. Help Desk Support (including any off-site computers and police mobile data computers).

   This is where SCG excels in its level of service setting us aside from the rest of the competition. As discussed previously, SCG uses the *Sentinel*, which provides for automated helpdesk trouble ticketing, and provides for immediate notification to IT staff of problems based on the end-users needs. It tracks trouble tickets from start to finish and has tools to ensure no problem goes without attention. It can also provide weekly or customizable trouble ticketing reports to department heads. It is as simple as creating an email but provides for the capability for instant chat with IT staff for after-hour support or instant remediation. SCG will also be available by cell phone for more urgent needs, 24 hours a day, 7 days a week. We at SCG understand the importance of IT support for operations that run 24/7, especially in the mobile environment and public safety arena.

   - Software related issues (Application Support)

     Our staff excels as trainers in all areas of IT services, including specialized applications. We can provide on-site training classes for multiple students or one-on-one training as needed.

   - Hardware related issues (Servers/Workstations/Mobile Data Computers)

     Our staff has extensive experience with a variety of hardware, especially mobile data computers and laptops. Be it a downed server, computer that fails to boot, hard drive failure, or MDC power management issues, we have the knowledge to overcome any issues.

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2. Network Administration

- Network Access

  With extensive knowledge of network security and utilizing complex password polices and proper firewall security, we can ensure a secure and reliable network.

- Network Printing/Copiers

  The issue of printers/copiers usually revolves around user errors or hardware failure. It would be our intent to ensure all printers/copiers are configured properly and are identified in a systematic way on the network to allow for all staff to print to designated-area printers/copiers and to ensure the staff is properly trained in the use of the printers/copiers. Our *Sentinel* service monitors for printer/copier errors and cartridge low-levels.

- Network Resources Access

  SCG will ensure that Active Directory is properly configured to ensure that the City is obtaining the best database management for all its work force utilizing Organizational Units. It has been our experience that when dealing with mobile, and remote workers, other IT service providers do not get Active Directory right. It is imperative that the Active Directory be configured properly to consider those mobile remote workers, and to take advantage of Group Policies and security rules, providing for secure and reliable network resource access.

- Email Administration

  With the use of Outlook 2010 and Exchange 2010 servers, it becomes rather straightforward to maintain the system and provide for the most feature-rich email experience. Deploying email to the mobile work force has never been easier and with the proper Exchange configurations. Email can be realized by all workgroups in the office, at home, on the road or in their police cars, without having to leave desktop computers on for the sake of forwarding rules. It would be our intent to configure the Exchange server so all City employees could utilize email (within the guidelines of the City policy) anywhere in the world with Internet access. With some additional wireless network infrastructure enhancements, email can even be realized by your mobile users via mobile computers, remote computers, smart phones, and tablets.

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- Documentation

  The *Sentinel* has the ability to produce weekly, monthly and annual comprehensive management and operational reports pertaining to trouble tickets, services calls, software and hardware audits, etc. We can even build ad-hoc reports pertaining to anything related to the IT infrastructure. These reports can be viewed online, exported to HTML, or provided in an email or Word documents. It would also be our intention to complete a network diagram to proper document the City's IT infrastructure.

- Server Maintenance

  This is viewed as a maintenance issue and once in place SCG will perform daily, weekly and monthly maintenance services to ensure constant up-time of the network and its servers. The *Sentinel* will also monitor all servers 24/7.

- Firewall Administration Support

  We at SCG understand the importance of security and firewall administration within the domain and outside entities. It will be our priority to not only ensure compliancy with City security and user group policies, but to ensure that all City, county, state and federal database access meet mandated security requirements. SCG works every day with ILJAOC, OCSD, DMV, DOJ and CLETS systems, and has a great understanding of their security requirements and firewall configurations. It's important in this day-in-age that personnel take advantage of the variety of tools now available to city government and police departments.

3. Perform System Upgrades/Updates

   - Operating System Upgrades

     Our on-site personnel will ensure all systems stay current and have the latest updates available, and with the *Sentinel* in place, this task is even easier as it is streamlined by deploying upgrades/updates from one place instead of visiting every computer.

   - Application / Hardware Upgrades

     Once in place, SCG will conduct a survey of the current hardware and software. That survey will assist us in creating a replacement cycle that is fiscally sound and will ensure that the City is current with the latest technology and is replacing outdated and legacy software and hardware.

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- Operating System Updates/Patches (Server/Workstation)

  This is yet another great feature of the *Sentinel*. All of this work can be automated and handled with very little interaction, allowing us to focus on more critical IT service needs for the City.

4. Filtering/Protection

   - Virus Protection Administration / SPAM Filtering Administration

     This is another area where SCG excels. Utilizing the *Sentinel* enables us to constantly monitor the City's network, even during off hours, weekends and holidays, ensuring that no outside threat is propagated across the network. We can deploy virus protection and address filtering needs in a fraction of the time it takes other providers. The *Sentinel* never sleeps and is constantly standing guard over and protecting the network. With the continuous threat of viruses, we can never be too careful. This is an area that requires constant monitoring, updates and attention, 24 hours a day, 7 days a week.

5. Administer the City's computer backup system

   Once in place, we would immediately ensure <u>all</u> systems are properly backed up and that backup software is properly configured and licensed.

6. Resolve any issues with City's IT infrastructure

   With the extensive experience of SCG staff, we will assure the City that no issue will go unresolved.

7. Answer IT related questions from City staff

   Our on-site staff will be available to answer questions and address issues as they arise. What happens during the hours when staff is not on site? The *Sentinel* provides the ability to chat live with our technicians or we will be available by phone to assist where needed. Utilizing the *Sentinel* will also enable us to provide staff with customized reports on the status of the network as often as needed, provide information on open and closed trouble tickets and alert SCG of any issues affecting the network, servers, applications or individual components. We can also be alerted to the use of unauthorized, unlicensed software. SCG will provide monthly written status reports to the City of IT activity, open and resolved issues, and will alert the City to any existing or potential problems with its IT systems.

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8. Work with other IT consultants/vendors to resolve issues with software and hardware and for the implementation of City's IT projects.

   SCG has an outstanding relationship with most of the vendors used by local government and public safety agencies within Orange County. We also have personnel that have worked directly with i2 (formerly KCC), the vendor that provided ILJAOC with the Coplink product, and we have staff that are expert users in Coplink and serve as trainers for other Orange County law enforcement agencies. We also have a great working relationship with CDI, the consultant for the Orange County Sheriff's Department. SCG has also worked with DMV as well as OCSD, CLETS, and DOJ and we have a great understanding of their security requirements and compliancy issues. We are also on first name basis with the government account representatives from not only Verizon Wireless, but also AT&T Wireless and Sprint/Nextel. Our staff has also worked hand-in-hand with the West Covina Service Group and knows their CAD/RMS product from both an end-user and administrator perspective. SCG has intimate knowledge of OCSD applications such as ELETE. Our personnel have served as trainers to other Orange County law enforcement agencies on its use and as technical support.

9. Attend meetings when requested by City Staff.

   Depending on the nature of the meeting, SCG will send executive managers to top level meetings and ensure that the topics and expertise match. For lower level meetings, on-site IT technicians will be used unless a request is made for SCG management. The same hourly rate will be charged no matter the level of expertise needed.

10. Provide City with recommendations on how to improve IT infrastructure, use technology to automate processes, and implement new technology.

    SCG is constantly evaluating the current state of our customers IT infrastructure to ensure the latest technology is being realized. Our expert staff is always looking for ways to automate tasks and processes, streamlining workloads and staying ahead of the technology curve. Oftentimes we come across new product that will save our customers money in the end, cut their IT costs, and yes even IT services. Our Mission Statement sums it up: *"We look to provide the best comprehensive suite of services to our customers with honest, ethical and practical recommendations based on our overall experience with consideration of the customer's desires and fiscal impact."*

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11. Participate in City's budget process when requested.

    We will also provide an annual budgetary report identifying when hardware replacement is necessary, when software licenses are due for renewal and recommend hardware and software based on our overall experience.

12. Provide City with quotes from other vendors for IT purchases when requested.

    SCG will coordinate all IT purchases. We will make recommendations to the City, provide competitive quotations for required equipment and licenses, and upon approval from the City, place all orders and track receipt of equipment. We have great relationships with a variety of vendors and constantly look for best pricing so our customers benefit. We can provide the three required quotes and the City can issue the purchase orders, or we can provide the product and bill along with our standard monthly billing. We do not add a service fee to purchases when providing product. We simply find the best prices and pass them through to streamline purchasing.

    Other tasks not identified in the Scope of Technical Services but are standard practice for SCG:

    SCG will manage and support all Windows-based desktops and laptop computers, including hardware, software and system configuration. Our approach to this is straight forward. Once all desktops, laptops, MDC's, PDA's and other devices are properly configured, minimal attention will be needed to maintain those devices, software and system configurations.

    SCG will also manage and support all components of the local and wide-area networks (LAN and WAN) as well as Internet connectivity for all locations and VPN connections. This area, however, will need some investigation to determine if the best practices are being used or if work will be needed to properly configure equipment for the best results. This, of course, is contingent on if the City even desires VPN access if not already enabled.

    SCG will also manage software licenses, keeping a written and electronic inventory of all licenses purchased by the City as well as a record of where those licenses are used. The ability to manage the licenses is found in our software solution, the *Sentinel*. SCG will notify the City if new licenses are necessary as the City's requirements change or as are necessary to remain in full compliance with all software license agreements.

    SCG will maintain up-to-date documentation of the City's IT systems and complete a detailed, high-level network diagram.

    SCG will also maintain an up-to-date IT asset inventory. This is another great feature of the *Sentinel*. We can maintain complete computer and software

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inventories, records of asset tag numbers, serial numbers, hardware specifications, actual hardware locations, keep and forecast replacement dates and replacement values.

SCG will also be responsible for setting up new PCs and perform routine moves and changes as needed. We will standardize PC platforms and create a base images for all department specific computers as well as MDCs.

One of our greatest assets at SCG is our personnel who currently participate and interact with many other agencies in the County already, staying abreast of the latest technology initiatives and current trends. We also have staff that participates in municipal government working groups (e.g. OCLEITA, O.C. Communications/IT Sub-Committee, ILJAOC).

3. Experience and History of the Company

SCG started working in the IT arena in 2000, first conducting business as EP Solution Integrators, then in 2006 as Scientia Consulting Group, Inc. We felt a name change was necessary to capture the overall essence of our personnel and service levels and therefore established our corporate name and slogan; Scientia Consulting Group - Scientia Est Potentia (Knowledge is Power). Our executive management has been working in the IT business for over 20 years, both in the private and public sectors, bringing to the workplace a plethora of IT knowledge.

One of our strongest assets is our expertise and knowledge of the public sector needs and desires. We have worked in the same environments and have a clear understanding of what is needed to get the job done correctly and within the estimated budget. We know what products are proven to work and in contrast know what products do not work.

Our staff all have worked in the public sector IT services and understand purchasing requirements and City limitations. We understand City Charters and agree with a competitive purchasing process that is not only fair but will save the City money. We have used such purchasing avenues like CMAS and GSA, and understand how to streamline purchases to get the job done. We also have great relationships with all major vendors such as CDW-G, Ingram Micro, GovPlace, and Dell.

Our staff has experience in preparing Requests for Proposal and Requests for Information, and can assist with City projects that require preparing RFP's or RFI's. Our project management skills are a strength that our customers can take advantage of by having us manage projects from start to finish, allowing staff to focus on other City issues or non IT related projects.

Our staff has also worked with other private sector customers on large projects, managing large software deployments such as accounting systems, Computer Aided Design (CAD) systems, server consolidation and virtualizations, GIS projects, and

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licensing applications. We have extensive experience in multi-media systems ranging from recording City Council meetings to providing the ability to send multi-media presentations to displays throughout the City offices.

SCG has at our disposal a variety of software developers. We have been contracted by other customers to develop custom software applications to handle a variety of specialized tasks or functions not found in off-the-shelf software solutions. This includes building web applications for public access, designing licensing applications, merging data from one system to another to reduce the amount of duplicate data entry, custom reports bringing data from multiple systems (i.e. accounting, payroll, licensing, and citation data).

One of our strongest fields is in the wireless infrastructure, from wi-fi solutions to cellular data services. Our staff has extensive experience in the wireless arena and has developed great relationships with all the major cellular government account representatives. Our staff has managed very large mobile data computer systems and knows what technology is most appropriate to achieve the best mobile solution. This experience has assisted customers in deploying mobile computing systems for use in building inspections, citations, licensing, and public safety.

4. Brief Company Profile

Scientia Consulting Group, headquartered in Anaheim, California, prides itself on providing the best service possible to their clients at an affordable price. As a profitable business for over eleven (11) years, we have experts in all specialized fields in the IT business and hold our employees to the highest standard. Our Anaheim office also serves as our central monitoring station for clients using the *Sentinel*.

As a company that works closely with municipal government agencies, we understand purchasing regulations and the great demands of providing full-service IT support, such as being on call 24-hours a day, 7-days a week.

SCG is a Microsoft Partner, partnered with the largest provider of operating system software and is a household name. As a Microsoft Partner, we can provide the City savings in software expenses and have access to high-level technical support above and beyond levels that the consumer is privy to. We're also a Cisco Partner. As a Cisco Partner, we have access to all the resources Cisco provides and cost savings when purchasing hardware.

As stated previously, SCG is the current IT services provider for West-Comm, the communication center for the Cypress, Seal Beach and Los Alamitos police departments. We also are the IT services provider for the West Orange County Mobile Command Post vehicle, a shared asset of the three cities. We also provide IT services to the City of Laguna Beach, and the City of Placentia.

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5. Professional Qualifications of Principals Assigned to the City

CEO Phillip Danie

Our Chief Executive Officer is Phillip Danie. Phillip's background includes an array of projects that have broadened his technical knowledge within a county law enforcement agency as well as within the private sector. Knowing how critical it is to be DOJ compliant and how to achieve the security requirements sets Phillip and his team aside from other companies. Some of his expertise is as follows:

- NetMotion Mobility
- EMC Hardware and Software storage systems
- Designed and managed SAN's
- Apple Xserve RAID
- Unisys Mainframe
- Virtualization products like VMware and Microsoft
- Microsoft Windows Server 2003/2008
- Microsoft Windows XP/Vista/7
- Mac OS X
- Microsoft Exchange 2003/2007/2010
- Microsoft Office 2003/2007/2010 and Mac
- VB.net
- Web Design: asp.net, PHP, xml, Java
- Network Administrator
- SQL and Sybase administrator
- Cisco network products
- Juniper network products
- Multiple backup software
- Enterprise desktop deployment
- Accounting Systems: Microsoft Dynamics, Springbrook, Peachtree, Lacerte
- Apple IOS development

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Public Agency Expertise:
- Managed MDC's on a large scale deployment
- CA DOJ CLETS certified
- Certified CLETS compliancy for multiple agencies
- Designed VB applications for various clients

CTO/VP of Operations Tom Bruce

Our Chief Technology Officer and the Vice President of Operations is Tom Bruce. Tom came to the company in 2006 to help strengthen the law enforcement relationship. Tom, a professional law enforcement practitioner and police technologist, brings to the company a vast and broad range of IT experience. From managing large scale projects to maintaining and supporting complete mobile data computer systems, Tom has the knowledge and expertise needed to take a project from start to finish. Tom's experience spans two decades. Here are some of his accomplishments:

- 24 years of experience in law enforcement with 8 years in supervision
- 24 years of experience in police technology managing a variety of projects
- 12 years of experience in the fire service with 7 years in supervision
- Bachelors degree in public safety from CSULB
- Masters degree in Emergency Management from CSULB
- POST certified (basic, intermediate, advanced, supervisory)
- CA DOJ CLETS certified
- E.L.E.T.E. (Enhanced Law Enforcement Terminal Emulator) Administrator
- NetMotion Administrator
- Coplink (O.C. data sharing project) Administrator
- Cal-Photo Administrator
- Technical liaison for ILJAOC (Integrated Law and Justice Authority of Orange County)
- OCLEITA (Orange County Law Enforcement Information Technology Association) Co-Chair
- Member of the OC Communications/IT Sub-Committee reporting to the O.C. Terrorism Working Group
- SQL Administrator
- Storage Solution Administrator
- Project Manger and administrator for an in-house Digital Image Management System (DIMS).

Project Management
- Served as Project Manager for the remodel of the Placentia Police Department emergency communication center
- Served as Project Manager for the remodel of the West Cities communications center
- In 1988 deployed first laptop computers in police cars in Orange County
- Managed the procurement and deployment of Mobile Data Computers
- Managed the procurement and deployment of an In-Car Mobile Audio Video system
- Managed the procurement and deployment of a biometrics access control system

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- Managed the procurement and deployment of a biometrics log-on system
- Managed the procurement and deployment of a Jail Photo Booking system
- Managed the procurement and deployment of a wi-fi infrastructure
- Managed the procurement and deployment of a cellular data system
- Managed the migration from an RD-Lap system to a more current cellular system
- Managed the building and configuration of a Mobile Command Post
- Facilitated and managed the maintenance of all MDC equipped units and laptops
- Managed the building of a fleet of police cars (CVPI's) to include power management and the latest technology
- Maintained a working relationship with major national vendors such as AT&T wireless, L-3 MobileVu computer division, and Intronix
- Analyzed and implemented new and more robust/scalable mobile technologies as they became available
- Participated on a team to select and deploy a county-wide community notification system (Connect CTY known as Alert OC)
- Global Information Systems (GIS) project team member

Consulting Services

- Provided consultation on a report writing software project (UniForm).
- Provided consultation on a COPPS project database.
- Provided consultation and programming of a Jail Booking Photo system.
- Customized a mobile computer client software (Radcom).
- Assisted with the design and training of the O.C. Automated Subpoena System

Other Experience

- Assisted on the ILJAOC team to select and implement a data sharing project
- Trained law enforcement employees on the use of different software to access databases including criminal history and local, state and federal databases.
- Experience with Cal-Photo, DMV Photos, Coplink, ELETE, Court Vision Web, CCHRS, Parole LEADS, Megan's Law, TCIS Crime Connect, CLEW, In-Time Scheduling Engine.

6. Number of Staff Available to Provide Services to the City

SCG management believes that a smaller more educated and experienced workforce is of more value than a large workforce. As a result of our business plan, we have a short list of IT technicians and also utilize our executive management where needed based on the task at hand and expertise needed.

Our intention is to provide the City with a short list of personnel to choose from who will serve as the primary IT technician. The city can conduct interviews and select a person that best fits within their organizational culture. We will do everything we can to ensure the same person services the contract, however there will be times when other personnel or management personnel will be on site based on the expertise needed for a given task.

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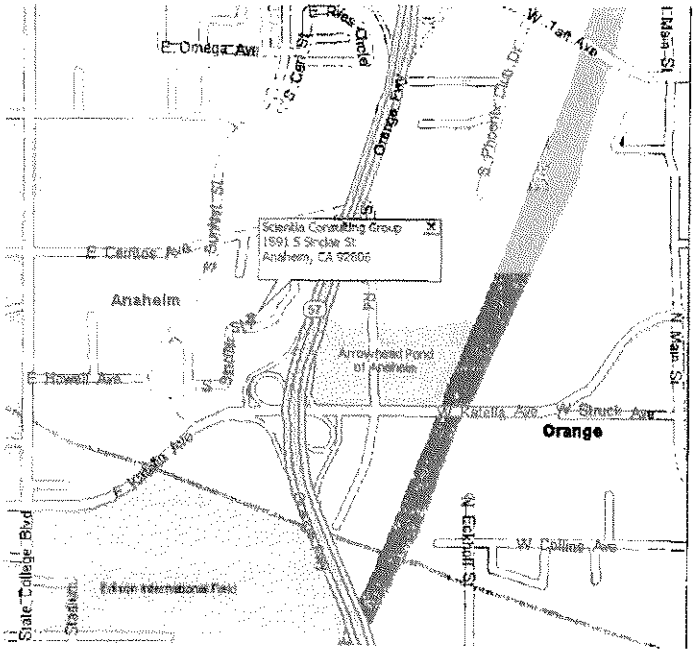
7. Office Locations and Sample Brochures and other Material

Scientia Consulting Group

Home Office:
1591 S. Sinclair Street, Suite B
Anaheim, Ca. 92806



Phone Number:
(877) 444-3108

Website:
www.scientiacg.com

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Scientia Est Potentia - Knowledge is Power

We have professionals with expertise ranging from public safety mobile technology to network infrastructure. We provide ongoing, annual IT services, project management, and assist with the deployment of a variety of technologies. No matter how large or small the project, Scientia Consulting Group is your source for technical assistance.

Here are just a few of the services we provide:

- **Application Integration**
- **Network Design, Installation and Maintenance**
- **IT Support (as needed or by annual contract)**
- **Hardware/Software Troubleshooting**
- **Back-up and Recovery Solutions**
- **Virus and Security Protection**
- **Virtual Private Networks (VPN)**
- **Project Management**
- **Custom Software Development**
- **Wireless Infrastructure (Cellular, WWAN, WLAN)**
- **Consulting**
- **Training**
- **Planning**
- **Mobile Solution Deployment**
- **System Administration**
- **Server Installation and Configuration**
- **Website Design and Content Management**

We also offer complete 24/7 system monitoring with our custom monitoring software. We will fix the problems before they're even noticed! You don't have to worry anymore about weekend callouts or off-hour system failures.

Contact us for your **FREE** in-person consultation and learn what we can do for you.

www.scientiacg.com **Phone: (877) 444-3108** **E-Mail:** info@scientiacg.com

Mission Statement: Provide the best comprehensive service to our customers with the most honest, ethical, and practical recommendations, based on our overall experience with consideration to the customer's desires and fiscal impact.

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Scientia Consulting Group

The Sentinel

Scientia Consulting Group is always looking to enhance the services we provide while at the same time finding ways to save our clients time and money. We now offer a software solution to manage your entire computing infrastructure with one integrated, Web-based application. Complete, powerful, secure and easy to set up, our solution will monitor all of your systems, ensuring constant up-time with minimal malfunctions or interruptions. Have no IT staff on site? Not a problem. Our solution will notify us of when our services are needed. We will have you back up and running without having to initiate a service call or sometimes even knowing a failure occurred. Our solution will Serve and Protect 24 hours a day, 7 days a week. Here is a list of what our solution provides:

PC Inventory / Computer Audit
Complete computer inventory and software inventory. Scheduled LAN audits. Fully automated and always up-to-date.

PC Remote Control / Remote Support
Access computers remotely from anywhere. Secure and configurable. Access PCs behind firewall's and NAT without port mapping or infrastructure changes.

Patch Management
Fully automated security patch scan, patch deployment and history with the click of a mouse. Scalable, secure, configurable and location independent.

Network Monitoring / Alerts
Instant notification for hardware changes, software changes, policy violations, low disk space, unapproved network access, new devices on the LAN, etc.

Windows Event Monitoring / Alerts
Remotely monitor Windows system event log, application event log and security event log with user defined alerts.

Software Installation / Update
Complete software installations and software updates across the organization with a mouse click. Easier and more flexible than SMS and other solutions.

Help Desk / Trouble Ticketing
Complete integrated trouble ticketing. User and administrator create/update Policy based notification Built in online Chat for support personnel and users.

Network Policy Enforcement
Monitor network usage by machine and by application. Define policies and limit network access to only corporate approved applications.

Integrated Reports
Comprehensive integrated management and operational reports. Customizable, always available. View online or export to HTML, Word or Excel.

Maximum Security
Encrypted communication using 256-bit RC4 with rolling keys. No open ports. No plain-text data packets on the network. Nothing for attackers to

Flexible Administration
One integrated Web based interface. Accessible from anywhere. Flexible setup of administrators and users, computer groups, permissions and policies.

Fast and Easy Deployment
Deploy in minutes without downtime. Automatic discovery and deployment to all computers, local or remote. No long training cycle or learning process.

Backup and Disaster Recovery
Provides real-time automated disk backup, disk imaging, file level backup and bare-metal restore for Windows servers and workstations

Our Enterprise Edition (EE) is the ultimate application for managing the entire computing infrastructure. With maximum scalablity and flexibility, Scientia Consulting Group has the power to automate key tasks to increase the productivity of your staff and the organization as a whole. From Software Inventory to Remote Desktop Management, our solution has the features and functions to automate day to day IT tasks.

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8. Cost Proposal

Regular IT Support

Annual Contract with 60 hours per month On-Site and the *Sentinel*

Hours/Month	60
Hourly Rate	$95
Monthly Rate	$5,700
Annual Cost	**$68,400**

The *Sentinel* is provided **FREE** of charge based on the signing of a two-year contract.

Added Value Service – FREE of charge

We believe so strongly in the *Sentinel*, we will provide the City two (2) hours per month of **FREE** off-site remote IT support when the IT tech is not on site, avoiding expensive call-back hourly rates. Any unused hours will roll over to the next month into a support bank ensuring that hours are available when needed. The off-site IT rollover support bank resets after each full year based on the signing date of the contract.

Total Combined Cost for First Year

Hours/Month	60
Hours/Annually	720
Off-Site IT Rollover Support Bank	FREE
Annual Cost	**$68,400**

Additional IT Support

IT support hours above the sixty (60) hours per month (Regular IT Support) will be billed at the same hourly rate of $95 during normal business hours identified as 7:30 a.m. to 5:30 p.m. Any hours outside of the normal work-week will be billed at a 2-hour minimum charge.

Recognized state and federal holidays will be billed at an hourly rate of $95 with a 2-hour minimum charge.

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9. References

Listed below are four jurisdictions, which presently contract with SCG for IT services:

West Cities Police Communication Center

Within the last four (4) years, Phil Danie has been providing information technology services for the West Cities Police Communications Center (West-Comm) and are currently their primary IT service provider. Through the West-Comm IT contract, support and services is also provided for the West Orange County Mobile Command Post vehicle shared by the cities of Los Alamitos, Cypress, and Seal Beach. West-Comm had several other IT service providers over the last several years and it was known they were not happy with the service levels. Phil Danie came into their operation, examined their infrastructure and redesigned their entire network bringing them into compliance with local, state and federal regulations and added additional capabilities to all of their dispatch consoles. With security and Department of Justice compliancy a priority, West-Comm was rebuilt from the ground up and now serves as a model for other communication centers.

Client: West Cities Police Communication Center
Contact Person: Supervisor Kristen Berry
Address: 911 Seal Beach Blvd. Seal Beach, CA 90740
Phone: (562) 594-7242

City of Cypress

Provided desktop, laptop, and network support for the police department. Several technologies that proved to need expertise were their mobile data computers (MDC's) and the many factors that play on achieving constant connectivity, along with providing for investigative features and capabilities with the many local, state and federal databases, and communicating with West-Comm and CAD/RMS. Another example was the need to participate with the many county public safety initiatives (e.g. ILJAOC - Coplink, Automated Subpoena System, In-Time Scheduling Engine, document management and case filing; ELETE - Cal-Photo, DMV Photo, Parole LEADS, Court Vision Web, Megan's Law, etc.). SCG is well versed in all of these technologies and has worked directly with the other vendors, ILJAOC, and the Orange County Sheriff's Department. In fact, all of SCG's key staff have been serious contributors to each of these technologies, serving on sub-committees, serving as programmers, or serving as the actual technical support staff and training staff.

Client: Cypress Police Department
Contact Person: Jeff Kepley
Address: 5275 Orange Ave. Cypress, CA 90630
Phone: (714) 229-6623

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City of Laguna Beach

Our third client that falls within the guidelines of the RFP is the City of Laguna Beach. The City of Laguna Beach IT department, along with the technology officer of their police department, needed assistance with the implementation of multiple projects. This includes CAD, RMS, camera surveillance, door access, and their new mobile data computer platform and software. After successful implementation of these systems, SCG was then hired to manage the IT systems for multiple departments. SCG now serves as the primary consulting IT service provider providing full-time IT support personnel on site for the City of Laguna Beach. Our staff works hand-in-hand with City IT staff to ensure all City projects are properly managed and deployed. This is just another example of needing expertise in specific technology that today's forward thinking cities need when thinking of their many unique needs from police and fire personnel, city engineers, inspectors, planners, public works, code enforcement officers, animal control officers, life guards, etc.

Client: City of Laguna Beach
Contact Person: Rita Fraser
Address: 505 Forest Avenue, Laguna Beach, CA 92651
Phone: (949) 497-0701

City of Placentia

A fourth client that desires mentioning is the City of Placentia. SCG has provided IT services for wireless network and Mobile Data Computers (MDC's) to the Placentia Police Department for the last two (2) years. In addition to IT services, SCG also consulted for and managed their police communications center full remodel project.

Client: City of Placentia
Contact Person: Lt. Eric Point
Address: 401 E Chapman Avenue, Placentia, California 92870
Phone: 714-993-8164

Orange County Sheriff

SCG has provided services to upgrade fiber switches for backend storage to all servers and mainframe. In addition, SCG has provided the Sheriff with various hardware needs.

Client: Orange County Sheriff
Contact Person: Ed Lee
Address: 320 N. Flower, Santa Ana
Phone: 714-402-1405

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IT Contract Insurance

PRODUCTION STATUS CENTER
, NP-6-1
06115

57 SBA DO6721

THE HARTFORD

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

*0100057DO6721021214188

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 57 SBA DO6721 SC
CHANGE NUMBER: 001
CHANGE EFF DATE: 06/03/11

ROUTING INSTRUCTIONS

_SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

*01000057DO672102121 4189

POLICY FACE SHEET

21
67 INSURED:
DO HARTFORD CASUALTY INSURANCE COMPANY
SBA

CHANGE NO.: 001
CHANGE EFF DATE: 06/03/11

POLICY NO. 57 SBA DO6721 SC RECORDS RETENTION - PERMANENT

DECLARATIONS
ITEMS

1. NAMED INSURED AND MAILING ADDRESS:
SCIENTIA CONSULTING GROUP, INC
1591 S. SINCLAIR ST, STE B
ANAHEIM, ORANGE
CA. 92806

2. POLICY PERIOD:

05/25/11	05/25/12	1
INCEPTION	EXPIRATION	YEAR

AGENT'S CODE: 141993
AGENT'S NAME: WHITE STAR INSURANCE SOLUTIONS

PREVIOUS POLICY NO. 57 SBA DO6721

3. THE NAMED INSURED IS: CORP

POLICY STATUS: ACTIVE
LOB LEVEL OF SUPPORT: SP-S
MARKET SEGMENTATION: 830

AUDIT PERIOD: ANNUAL
SELECT CUSTOMER
AGENT SALES AGREEMENT (COMMISSION STATUS)
DIRECT ACCOUNT BILL NUMBER - 11954732
DEDUCTIBLE
ADDITIONAL INSURED(S)

CODING ENTRY NOT REQUIRED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

*0100057DO67210212 14190

Policy Number: 57 SBA DO6721 SC COPY

Named Insured and Mailing Address; SCIENTIA CONSULTING GROUP, INC

1591 S. SINCLAIR ST, STE B
ANAHEIM CA 92806

Policy Change Effective Date: 06/03/11 **Effective hour is the same as stated in the Declarations Page of the Policy.**

Policy Change Number: 001

Agent Name: WHITE STAR INSURANCE SOLUTIONS
Code: 141993

POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS ARE REVISED

BREACH OF WARRANTY COVERAGE HAS BEEN ADDED

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:
SS 20 99 10 08

PRO RATA FACTOR: 0.978

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

POLICY NUMBER: 57 SBA DO6721

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

RREEF AMERICA REIT II PORTFOLIO, LP, A MARYLAND LIMITED PARTNERSHIP AND RREEF AMERICA REIT II CORP U, A MARYLAND CORPORATION, ITS GENERAL PARTNER AND RREEF MANAGEMENT COMPANY, A DELAWARE CORPORATION FOR THE PREMISES OF 1591 S. SINCLAIR ST., STE. B, ANAHEIM CA 92806.
1630 SOUTH SUNKIST STE A
ANAHEIM, CA 92806

CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720

*0100057DO67210212 14191

PRODUCER'S FACT SHEET

NAMED INSURED: SCIENTIA CONSULTING GROUP, INC

POL #: 57 SBA DO6721 SC

PRODUCER'S NAME: PRODUCER'S CODE: 141993 AGENT SALES
WHITE STAR INSURANCE SOLUTIONS

POL EFF DATE: 05/25/11 POL EXP DATE: 05/25/12 TRANS EFF DATE: 06/03/11

DIRECT ACCOUNT BILL NUMBER - 11954732

TRANSACTION TYPE: ENDORSEMENT CHANGE NO.: 001

ENDORSEMENT PREMIUM: $0.00

NON-PREMIUM BEARING

FORM	TITLE
SS 12 11 04 05	POLICY CHANGE
IH 12 00 11 85	ADDITIONAL INSURED - PERSON-ORGANIZATION
SS 20 99 10 08	BREACH OF WARRANTIES OR REPRESENTATIONS COVERAGE - FAIL SAFE MEGA TECHNOLOGY ERRORS OR OMISSIONS LIABILITY

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10K**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Approval of the Request for Proposals (RFP) 2021-07 and Authorization to Bid for Integrated Waste Management Services**

SUMMARY

This report recommends actions to facilitate the solicitation of bids for Integrated Waste Management Services.

RECOMMENDATIONS

1. Approve the Request for Proposals (RFP) 2021-07 for exclusive Integrated Waste Management Services; and,

2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The City of Los Alamitos utilizes an exclusive franchise agreement for the regularly scheduled collection and processing of trash, recyclables, landscape material and street sweeping services. Services are currently provided through an exclusive franchise agreement, with Consolidated Disposal Services, LLC dba Republic Services. The contract is set to expire on December 31, 2021.

Since the existing franchise hauler agreement went into effect in 2010, the State legislature has passed several laws that significantly affect the processing of trash, recyclables, and organic waste. These laws include AB 341 which requires all businesses to recycle and jurisdictions to implement a commercial solid waste recycling program; AB 1826 which requires each jurisdiction to implement an organic waste recycling program for eligible businesses and multi-family dwellings; and most recently

SB 1383, which is intended to keep organic food waste generated by all sectors out of the landfills.

The latest State mandate identifies an attainment target of 75 percent reduction in organic waste disposal by the year 2025, and takes effect on January 1, 2022. This date aligns with the date in which the City's new franchise agreement would go into effect. This is to the City's advantage, as many of the significant changes in waste handling, monitoring, and reporting will be incorporated into the new agreement; including the provision of organic services to all residents and businesses, securement of access to recycling and organics processing capacity, compliance and contamination, site visits, education and outreach.

DISCUSSION

The City will request proposals from qualified solid waste and recycling companies to provide technical and cost proposals for (1) the collection, transfer, processing, recycling, and disposal of barrel-served residential refuse, and bin-served residential, and commercial sector refuse, (2) the collection, processing, and marketing of residential and commercial sector recyclables, and (3) the collection, processing, and acceptable landfill diversion of residential and commercial organic waste in a manner that is compliant with both AB 1826 and all relevant SB 1383 regulations. Included with these specific technical services the successful firm should be able to demonstrate how their proposed services will satisfy each applicable regulation.

A Committee consisting of Councilmember Ron Bates, Planning Commissioner Art DeBolt, Recreation & Cultural Arts Commissioner William Bandak, and Traffic Commissioner Bruce Murphy, along with staff have met and discussed the Request for Proposal (RFP). The draft RFP is recommended by the Committee and presented before City Council.

The City intends to select a single service provider for all residential, commercial, and industrial solid waste collection and to provide waste diversion programs that ensure the City's compliance with AB 939, AB 341, AB 1826, SB 1383 regulations and any subsequent State legislation that may be in place at the time RFP responses are received. The City's franchise agreement will stipulate the process to be followed should new legislation and State mandates be passed after award of the franchise. The franchise agreement to be awarded is exclusive; however, it will not include temporary hauling services provided by contractors as an ancillary service to their primary business activity (contractor self-haul) and collections by recyclers that are provided at no cost to the customer.

The selected service provider will be required to prepare and implement a public education and outreach program at its sole expense that is consistent with the City's Source Reduction and Recycling Element (SRRE) and regulatory requirements established via AB 341, AB 1826, AB 827 and within SB 1383 regulations. The program shall be prepared in coordination with the City. This program shall at a minimum familiarize residents, property owners and managers, business owners and managers,

and designated institutional representatives with essential waste prevention and recycling concepts, program elements, and all State mandated services. Outreach shall be consistent and frequent, explaining the benefits and attributes of recycling. Materials shall explain the purpose and manner of discarded materials management programs; emphasize the materials and practices that fall under various State mandates; and show residents and businesses how to obtain further information.

Once a qualified solid waste and recycling firm is selected, a contract will be established for a term that will run for seven years, with a maximum three – 1 year extensions. The following is an approximate timeline for contract awarding for the described services:

DATE	ACTION
May 19, 2021	Electronic Distribution of RFP packages
May 26, 2021	Mandatory Pre-Proposer Conference
June 30, 2021 at 4pm	Deadline for Submittal of Proposals
July 9, 2021	Complete Proposal Evaluation
July 12, 2021 – TBA	Interview Selected Proposers
July 16, 2021	Select Proposer
August 2, 2021	Finalize Agreement
August 16, 2021	Recommendation to the City Council
August 17, 2021 to December 2021	Preparation for Transition to new Solid Waste Handling Services
January 1, 2022	Roll-out of Commercial Program
January 1, 2022	Roll-out of Residential Program

City Fees

The selected firm will be required to remit the following fees to the City:

- Franchise Fees – 10% of gross receipts of any kind that are related to the franchise granted, with the lone exception being revenue from the sale of recyclable items from the discarded materials managed through franchise service. This is an increase from the current 8% Franchise Fee.

- Franchise Monitoring and Compliance Assistance Fee – $75,000 payable January 1st of each calendar year.

- RFP Reimbursement Fee - Upon execution of the Agreement, the selected service provider(s) will be required to remit to the City a combined, one-time administrative fee of $45,000 to reimburse the City for staff time, consultant and attorney fees, and out of pocket expenses for developing and awarding the franchise(s).

- Business License – The selected service provider and any of its subcontractors will be required to maintain appropriate business licensing during the term of the

agreement.

- Street Sweeping – An annual payment to the City of $125,000 to support City contracting with a firm to clean its streets of litter and other debris.

Street Sweeping Services

The current agreement with Republic Services includes the management and cost of street sweeping services. As proposed in the provided RFP, the selected waste management firm will only be responsible for covering the cost of street sweeping services citywide. The City will be responsible for the preparation of an RFP, selection, and management of a separate agreement for street sweeping services. This particular RFP is anticipated to go before City Council for consideration within the near future.

FISCAL IMPACT

There is no anticipated fiscal impact during the RFP Process.

Submitted by: Ron Noda, Acting Deputy City Manager
Approved by: Chet Simmons, City Manager

Attachment: 1. RFP 2021-07 Integrated Waste Management Services

CITY OF CITY OF LOS ALAMITOS

REQUEST FOR PROPOSALS
FOR
INTEGRATED WASTE MANAGEMENT SERVICES

MAY 19, 2021

CITY OF LOS ALAMITOS

REQUEST FOR PROPOSAL
FOR
INTEGRATED WASTE MANAGEMENT SERVICES

May 19, 2021

NOTICE OF AVAILABILITY OF REQUEST FOR PROPOSALS AND MANDATORY PRE-PROPOSAL CONFERENCE

The City of Los Alamitos requests technical and cost proposals for (1) the collection, transfer, processing, recycling, and disposal of barrel-served residential refuse, and bin-served residential, and commercial sector refuse, (2) the collection, processing, and marketing of residential and commercial sector recyclables, and (3) the collection, processing, and acceptable landfill diversion of residential and commercial organic waste in a manner that is compliant with both AB 1826 and all relevant SB 1383 regulations. Included with these specific technical services the successful proposer should be able to demonstrate how their proposed services will satisfy each applicable SB 1383 regulation.

The RFP is available electronically at www.cityoflosalamitos.org

A mandatory pre-proposal conference will be held on Thursday, May 26, 2021 at 10:00 a.m. at the City of Los Alamitos City Council Chambers, 3191 Katella Avenue, Los Alamitos, CA 90702.

Proposals will be received until 4:00 p.m. on Friday, June 30, 2021. For further information, contact Michelle Muller, Management Analyst, at MMuller@cityoflosalamitos.org.

CITY OF LOS ALAMITOS

REQUEST FOR PROPOSAL
FOR
INTEGRATED WASTE MANAGEMENT SERVICES

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Attachment 1: Pricing Form & Other Proposed Rates
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REQUEST FOR PROPOSAL (RFP) FOR DISCARDED MATERIALS MANAGEMENT SERVICES

Section 1 Overview of the Request for Proposal

The City of Los Alamitos (City) is requesting proposals from qualified solid waste and recycling companies to provide residential, commercial and industrial sector discarded materials management services for a period of seven (7) years, with a City option to extend services three (3) additional years (10 years total). The City is also requesting that responding firms provide guaranteed processing/diversion capacity for organic wastes for the term of this agreement. The requested services are summarized in the table below and described in detail in subsequent sections of this RFP.

Service	Description
Residential Collection – All single-family properties and all multi-family properties of 4-units or less. Currently 1,938 accounts with 2,130 trash carts, 2030 recycle carts, and 1,952 yard waste carts in service.	➢ A 3-container SB1383 "standard compliance" approach program (14 CCR, Division 7, Chapter 12, Article 3 and all associated program and policy requirements) is preferred though not required. This service would include hauler-provided annual route reviews and seasonal (twice per-year) waste evaluations as directed by the City. ➢ Bid alternates for 1, 2 and/or 4 container "standard compliance" approach programs, and any "performance-based" compliance approach programs (14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements) are permissible. Please mark such approaches as "bid alternates" and provide explanation why you believe such an approach is preferable and/or superior. ➢ Provide new containers with signage and color combinations that comply with SB 1383 regulations. ➢ Provide guaranteed tonnage capacity for organic waste processing and landfill disposal at State permitted facilities. ➢ Provide two (2) free bulky-item collections (up to 4 items) per-residence, per-year. ➢ Provide a collection program that identifies and removes abandoned items on a scheduled day each month. ➢ Provide three (3) weeks of Christmas tree pickup ➢ Hours of operation limited to 7am till 5pm, with no Sunday collection or the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas Day. ➢ Provide service-container sizing options (35-65-95 gallon or equivalent) with discounted pricing for senior citizens and cost for roll out service. ➢ Provide quarterly HHW collection service. ➢ Public education and outreach services on all residential services provided (including HHW and bulky items, all state mandated compliance programs, and up to four (4) City-directed messages through quarterly newsletters and billing inserts. ➢ Reporting on all collection, diversion, disposal, monitoring, and evaluation activities as directed by the City.

Commercial Collection – Approximately 331 commercial business accounts (178 with less than 4-cubic-yards of weekly service) and 306 multi-family accounts of 5 units or more (257 with less than 4-cubic yards of weekly service). Commercial recurring containers in services include: 210 - 95-gallon carts 6 – 1-cubic-yard carts 104 – 2-cubic-yard carts 553 – 3-cubic-yard carts 118 – 4-cubic-yard carts 33 – permanent roll-off containers 5 – self-contained compactors	➢ A 3-container SB1383 "standard compliance" approach program (14 CCR, Division 7, Chapter 12, Article 3 and all associated program and policy requirements) is preferred. If possible, though not required, optional 2-container collection programs for commercial locations that do not have adequate enclosure size to facilitate 3-container collections is preferred. This preferred service would include hauler-provided annual route reviews and seasonal (twice per-year) waste evaluations as directed by the City. ➢ Bid alternates for 1, 2 and/or 4 container "standard compliance" approach programs, and any "performance-based" compliance approach programs (14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements) are permissible. Please mark such approaches as "bid alternates" and provide explanation why you believe such an approach is preferable and/or superior. ➢ Provide guaranteed tonnage capacity for organic waste processing. ➢ Provide new containers with signage and colors that comply with SB 1383 regulations. ➢ Hours of operation limited to 7am till 7pm, with no Sunday collection or the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas Day. ➢ Public education and outreach services on all commercial services provided (including general service requirements, all state mandated compliance programs, and up to four (4) City-directed messages through quarterly newsletters and billing inserts. ➢ Provide annual steam cleaning of disposal enclosures for all customers receiving organic waste recycling services. ➢ Reporting on all collection, diversion, disposal, monitoring, and waste evaluation activities as directed by the City.
Construction/Demolition and Temporary Bins	➢ Roll-off and bin service for construction, deconstruction, and temporary/clean-up work. All such for-hire hauling is part of this exclusive franchise.
City Facilities	➢ Free special event services at six (6) events per-year. ➢ Free recurring trash, recycling and organics recycling services at City facilities (5) and City parks (9). ➢ Free monthly collection of abandoned items consolidated at the City Yard.
Collection Vehicles	➢ All collection vehicles must be no older than 2016 model year and no vehicle more than 10 years old during the timeframe of the contract and be fueled by RNG, electric power, or other alternative fuels as approved by the City. ➢ Preference points may be awarded to firms that commit to using renewable natural gas (RNG) that assists the City in meeting SB 1383 procurement requirements. ➢ All vehicles must be equipped with GPS systems and have the ability to show the City specific vehicle locations on designated dates/times. ➢ All vehicles must be equipped with "right-hand" safety/notification equipment to alert drivers to pedestrians or bikers in the vicinity of collection vehicles.

Through this procurement process, the City declares its intention to maintain reasonable rates and the highest level of service for the collection, transfer, processing, landfill diversion and disposal of residential, commercial, and industrial sector wastes generated within City limits. Written questions will be accepted for two weeks after the mandatory pre-proposal conference, with written answers provided electronically to all bidders on Friday of that week. Verbal answers will be provided at the pre-proposal conference as well. However, written responses will govern. Communications regarding this solicitation should be conducted exclusively through Michelle Muller, Management Analyst, and via email only (MMuller@cityoflosalamitos.org).

RFP Schedule

Activity	Milestone
Electronic Delivery of RFP packages	May 19, 2021
Mandatory Pre-Proposer Conference	May 26, 2021
Deadline for submittal of proposals	June 30, 2021 4:00 p.m., Pacific Time
Complete proposal evaluation	July 9, 2021
Interview selected proposers	TBA July 12, 2021
Select proposer	July 16, 2021
Finalize agreement	August 2, 2021
Recommendation to the City Council	August 16, 2021
Preparation for transition to new Solid Waste Handling Services	August 17, 2021 thru December 2021
Roll out of commercial program	January 1, 2022
Roll out of residential program	January 1, 2022

These dates are subject to change by the City

Rights of the City

The City's rights include, but are not limited to, the following:

- Issue addenda to the RFP, including extending or otherwise revising the deadline for submittals;
- Request clarifications and/or additional information from any proposer at any point in the procurement process
- Reject any and all proposals, and accept or reject all or any part of any proposal;
- Discontinue its negotiations after commencing negotiations with a proposer, if progress is unsatisfactory in the judgement of the City, and commence discussions with another qualified proposer; and
- Reissue or modify the RFP.

Project Background and Administration

The City of Los Alamitos (City) is soliciting proposals from qualified firms interested in providing discarded materials management services for both commercial and residential accounts, as well as temporary construction/deconstruction (demolition) projects. The City is soliciting proposals because it intends to select a single service provider for all residential, commercial, and industrial solid waste collection and to provide waste diversion programs that ensure the City's compliance with AB 939, AB 341, AB 1826, SB 1383 regulations and subsequent State legislation as may be in place at the time RFP responses are received. The City's franchise agreement will stipulate the process to be followed should new legislation and State mandates be passed after award of the franchise. The service agreement to be awarded is exclusive. However, it will not include temporary hauling services provided by contractors as an ancillary service to their primary business activity (contractor self-haul) and collections by recyclers that are provided at no cost to the customer.

Proposals should be prepared according to the guidelines presented in the following sections:

Section 1 Project Background
Section 2 Required Proposal Format
Section 3 Discarded Materials Management Specifications
Section 4 Proposal Evaluation Criteria
Section 5 Selection Process
Section 6 Existing and Planned Ordinances and Draft Agreement
Section 7 Other Related Information

Proposals must be delivered to:

Windmera Quintanar, MMC
City Clerk
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, California 90720

Proposals must be delivered no later than 4:00 p.m. (PST), on Wednesday, June 30, 2021. Postmarks will not be accepted as proof of receipt. All responses received after this time and date will be returned unopened.

To be considered, you must provide eight (8) copies of your complete proposal, including bid-alternates. An electronic copy of the proposal must be presented via flash drive. One (1) copy, with original signature(s), must be submitted in a sealed package. You must list all proposed rates for residential, commercial, and industrial services on a City-provided form (Attachment 1). If you wish to levy any charges in addition to those listed on Attachment 1, please provide them on a separate sheet. Only the rates and charges you propose will be eligible for inclusion into the new franchise agreement and allowable charges to your franchise customers. All rate information, including Attachment 1, shall be submitted to the City in a separate sealed envelope marked "pricing".

Please note that failure to provide any requested information in the appropriate format is grounds for immediate disqualification.

The City does not warrant or guarantee the information contained in this RFP. The City, by releasing this RFP, is not obligated to select any of the submitted proposals and reserves the right to enter into or to terminate exclusive negotiations at any time. The City also reserves the right to reject or accept any or all incomplete submissions, or parts of submissions, waive irregularities in the RFP, and issue addenda to the RFP. The City may request clarification or additional information from a proposer at any point in the process.

Submission of a response shall constitute acknowledgment and acceptance of all the terms and conditions contained in the RFP unless exception to particular terms and conditions are expressed in writing in the submission. This RFP is not to be construed as a contract of any kind. The City is not liable for any costs or expenses incurred in the preparation of proposers' submittals.

Section 2 Required Proposal Format

All responses must be typed and include the following information and forms as a minimum.

1. **Complete and submit pricing form in separate sealed envelope**: Each proposal must contain a completed and signed pricing form (see Attachment 1) in a sealed envelope.
2. **Transmittal letter**: Each response must contain a transmittal letter signed by an officer of the responding company who has the authority to bind the firm to bids and to sign contracts. Said transmittal letter must specify that the signatory has all required authority.
3. **Introduction**: A response should have an introductory section that identifies the contents of the submission and demonstrates knowledge and familiarity of the firm with the City of Los Alamitos.
4. **Related experience by area**: A response must address all of the identified service areas identified under Section 3, Discarded Materials Management Services, in this RFP solicitation document. Clearly identify the years of operation. Identify current and previous work for cities in the general vicinity of the City of Los Alamitos and/or in Southern California.
5. **Project team and resumes**: Identify all members of your proposed project team, including but not limited to subcontractors, processors, and facility site operators. State their qualifications and experience in your response.
6. **Other resources including equipment**: Identify proposer resources that can be used to implement the required programs, including but not limited to, the collection fleet, alternative fuel vehicles, transfer station, processing center or Material Recovery Facility (MRF), organic waste processing and/or diversion facilities (designate as owned or contracted), bin inventory, recycling containers, special bins, promotional items and brochures, and special equipment. Identify special services that can be provided

including public education, route audits, facility diversion audits, waste audits, employee training, video transmission, bilingual specialists, etc. Be sure to include the age of fleet vehicles proposed for the start of the City of Los Alamitos agreement.

7. **Safety record**: Describe and document the firm's safety record, and include a description or quantification of industrial accidents, driving accidents, workers' compensation claims, etc., over the past five years.

8. **Ownership and Financial records**: Provide a detailed description of the business ownership and relationships to parent companies, subsidiaries or partial owners. Be prepared to make available for review (within 2-days of City request) financial reports describing the fiscal health and wellbeing of the firm, references (name, phone number and address) of banking representatives, and a recent audit of firm accounting practices and financial records. If audited records are not available, explain the reason and provide other records such as financial ratios and profit and loss statements.

9. **Insurance**: Provide a listing of the insurance held by the firm, including general liability, workers' compensation, vehicular insurance, property liability, and environmental impairment. Include the amounts, and name and contact person for each insurance policy. Provide copies of the policies that must include termination dates. Identify any previous and pending claims against the policies or past policies the last three years (2020, 2019, 2018), including any dismissed or rejected claims. Identify any CERCLA claims as well.

10. **References**: Provide a listing of all municipal clients currently or previously worked for under franchise or exclusive contract for the past 10 years in Southern California. Include name, contact person, phone number and address, and identify the term of the contract. If a proposer cannot meet this requirement, it must explain why.

11. **Disposal and processing facility capacity**: Identify long-term commitment(s) of the firm with regard to disposal and/or processing facility capacity. Commitments that can be provided to the City in the form of agreements or other instruments. The interest is whether proposing firm can assist the City in meeting facility capacity requirements in SB 1383 regulations.

12. **Environmental record**: Disclose any incidents or claims for CERCLA and/or CalRecycle compliance orders within past five years. Identify the presence or absence of any violations of codes for littering, illegal disposal and water quality practices. Include actions, warning letters, orders, notices of violations, administrative complaints, etc., from regulatory agencies with respect to compliance with permits and law for proposers' and subcontractors' hauling and service operations in references franchise or exclusive contract area(s).

13. **Customer service**: Disclose firm's customer service record for the past three years in the Southern California area. Quantify number of claims on contracts and provide number of potential accounts served under those same contracts.

14. **Rates and costs**: Identify range of bin and barrel rates for cities served at present. Only provide residential and commercial rates proposed for the City of Los Alamitos using the forms provided in Attachment 1.

15. **Operation**: Provide evidence of ability to meet schedules and conduct exclusive

collection of solid waste without commingling Los Alamitos' wastes with another city. It will be a requirement of the contract that the selected vendor either not commingle waste from Los Alamitos with another city or provide an acceptable methodology for commingled waste allocation.

16. **Exceptions**: Clearly identify any exceptions proposer has with identified program specifications and the sample agreement. If no exception is claimed, please specify this on the letter of transmittal, and provide a statement signed by the signatory authority that the firm takes no exception to the information provided by the City.

17. **SB 1383 Compliance**: Proposer will be expected to demonstrate a familiarity with all relevant SB 1383 regulations as they relate to proposed collection, processing, landfill avoidance, reporting, route and facility audits, customer education and monitoring, and/or other services and functions required to demonstrate compliance within the service or activity proposed.

Section 3 Discarded Materials Management Specifications

A proposer must demonstrate experience in all of the following required areas in order to be deemed qualified. Any additional assistance from subcontractors can be provided but must be clearly identified. The City reserves the right to accept or reject proposed subcontractors and/or their personnel.

The information provided within this section is intended to guide the proposer in its preparation of the proposal. Each proposer should carefully examine this section and address each service area with a description of its experience, how it would implement the services, and suggestions, if any, to the proposed program, including whether any exceptions are taken with the City's approach in this RFP. The following areas are discussed in more detail below:

- Services provided
- Legal requirements
- Reporting and compliance with local, state and federal mandates
- Indemnification (CERCLA and AB 939)
- Collection equipment
- Special wastes (construction and demolition wastes, tires, and bulky items)
- Transfer station and diversion facility capabilities
- Organic waste facility capacity

Services provided

A. General and implementation plan

The firm is expected to provide discarded materials management services within the City of Los Alamitos in accordance with the terms of the attached "Agreement" and all city code provisions related to the performance of franchised service.

The proposer must submit a detailed implementation plan describing your approach to facilitating a smooth transition to the new types of service and new solid waste service provision as applicable. The information must clearly demonstrate that your firm has the ability to implement the services in accordance with the schedule shown on page 2, RFP Schedule, including procurement of all necessary collection equipment, personnel, including administrative and maintenance staff, and public education materials. You should describe completely any assumptions, justify them, and specify your expectations for the City's and current haulers' involvement and participation, as required. Items for consideration should include but are not limited to disposition of customers' containers and delays due to the service provider transition.

B. Residential Sector

The proposer shall present a discarded materials management program that collects and removes solid wastes that have been discarded into carts at all residential properties in the City of Los Alamitos (approximately 1,938 customers). These residential properties include single-family homes and multi-family dwellings of 4-units or less. The selected firm shall provide the preferred three-container system, which includes:

- A grey container for non-organic waste for disposal.
- A blue container for non-organic recyclables, and the following types of organic wastes: paper products, printing and writing paper, wood and dry lumber and textiles.
- A green container for organic waste.

Provision of both collection and support services for the above 3-container program must demonstrate that it is meeting all standard compliance approach regulations as presented in SB 1383 regulations.

The proposer may include a bid-alternate program (standard or performance-based compliance approach) in lieu of the 3-container program described as "preferred" above, if they can demonstrate their bid alternate is advantageous and/or superior for residential sector discarded materials management, inclusive of all support services required by SB 1383 regulations, in the opinion of the City.

In addition to regular collection services, periodic collection of HHW, Christmas tree pickup, and bulky items is required, as a convenience to residents as well as a needed compliance activity. HHW collection shall be twice per-year, at minimum. Christmas tree pickups shall be offered a minimum of three (3) weeks. Bulky items collection shall be free at least twice per-year per residential property or residential multi-family unit (up to 4 items at minimum). In addition, monthly sweeps of the City shall be performed and any abandoned items removed.

C. Commercial Sector

Upon commencement of the contract, the selected firm shall collect and remove discarded materials that have been placed in carts, bins, roll-off containers, and compactors, from all commercial generators within the City that require recurring service per the City Code. Currently this includes the 331 businesses and 306 multi-family properties (5 units or more) receiving franchised commercial service. The City of Los Alamitos is 100% compliant with AB 341 through mixed waste processing. With regards to AB 1826 compliance, 12 of 13 Tier 1 and Tier 2 businesses are in compliance through source-separated collection programs (3 through internal or third-party programs), and 98 of 150 Tier 3 businesses are in compliance through hauler-provided programs (10) or exemptions (98). We project that the 178 Tier 4 locations recently falling under the AB 1826 mandate will be eligible for de minimis waivers (under ½ cubic-yards of organic waste requiring collection). However, we do not know how many existing or potential waivers will be allowable by SB 1383 regulations (under 20-gallons of organic waste requiring collection or due to space constraints).

The proposer is expected to assist the City and/or its designee in identifying locations that may qualify for de minimis and/or space constraint waivers under SB 1383 regulations. The proposer should use their own best judgment when estimating required containers, the levels of service required, and the required pricing for such services. In order to accurately estimate the services needed to adequately handle the waste stream of the customers/generators we suggest proposers tour the City's commercial areas. The selected firm will be required provide the appropriate container sizing and frequency of collection for the amount and type of discarded materials generated by each customer. The RFP's requirement is that the proposed services and pricing be inclusive of all discarded materials management services mandated by the State of California and the City's municipal code. The selected service provider must also provide temporary bin and roll-off services, including but not limited to bins for construction and deconstruction projects, and perform or contract to have performed all waste diversion activity to meet CalGreen requirements. On an annual basis the selected firm must provide steam cleaning services at all enclosures where organic waste recycling services are provided and ensure that periodic sweeps of alleyways (described in "residential" above) include commercial multi-family areas.

For commercial sector services the City's preferred program would be a three (3) container program. If possible, a two (2) container program available for customers that do not have the enclosure space to facilitate a three (3) container system, is a desirable alternative. As with residential services above, the City requires hauler support services in keeping with a standard compliance approach as described in SB 1383 regulations. As also discussed, the City will allow bid alternate services to be proposed, either in lieu of the listed "preferred services" or in addition to. If the proposer's bid alternate is ultimately determined to be the better program, the City may select it.

D. Industrial Sector

The proposer must provide temporary bin and roll-off services, including but not limited to bins for construction and deconstruction projects. These services shall be performed in a manner that complies with CalGreen requirements, which currently include a 65% minimum diversion rate stipulation at all covered projects.

E. Organic Waste Recycling Services

Organic waste recycling services provided to residential and commercial generators must be through a process and/or vendor approved by CalRecycle, and be performed at a facility or facilities that are fully permitted to perform all processing and landfill diversion services required. Proposers that cannot meet these criteria may have their proposals removed from consideration at the City's discretion.

F. City Facilities

The proposer shall provide all State-required discarded materials management services, at the following locations within the service area, and at no additional charge to the City or other entities:

- City Hall Complex including the Police Station and Public Works Yard, Los Alamitos Community Center, Los Alamitos Youth Center, Oak Gymnasium, and the Los Alamitos Museum.

- Laurel Park, Little Cottonwood Park, Orville R. Lewis Park, Labourdette Park, Soroptimist Park, Sterns Park, Roberts Park, Coyote Creek Park, and Stansbury Park.

- Community events: 1) Race Event and related events; 2) 4th of July Fireworks Display and related events; 3) Winter Wonderland; 4) Serve Los Al; 5) Street Fair and related events; and 6) Music and Movie Event Series.

G. Public Education and Outreach

The selected firm will be required to prepare and implement a public education and outreach program at its sole expense that is consistent with the City's SRRE and regulatory requirements established via AB 341, AB 1826, AB 827 and within SB 1383 regulations. The program shall be prepared in coordination with the City. This program shall at a minimum familiarize residents, property owners and managers, business owners and managers, and designated institutional representatives with essential waste prevention and recycling concepts, program elements, and all State mandated services. Outreach shall be consistent and frequent, explaining the benefits and attributes of recycling. Materials shall explain the purpose and manner of discarded materials management programs; emphasize the materials and practices that fall under various State mandates; and show residents and businesses how to obtain further information.

City-approved slogans and logos shall be used in all activities. They will identify the City as the sponsor and be used as a means to integrate and unify program activities, attract attention, and send a positive message to the public to encourage individual participation.

Before the residential and commercial program roll outs, the selected firm shall prepare and distribute a series of documents for public consumption. Subsequent to the initial roll out campaigns, the selected service provider shall promote recycling and waste prevention through continued education and outreach. The selected firm shall provide an annual progress report to keep residents and businesses informed about the status of the City's discarded materials management program, suitable for use as an insert in a quarterly City newsletter.

H. City Fees

The selected firm will be required to remit the following fees to the City.

- Franchise Fees – 10% of gross receipts of any kind that are related to the franchise granted, with the lone exception being revenue from the sale of recyclable items from the discarded materials managed through franchise service.

- Franchise Monitoring and Compliance Assistance Fee – $75,000 payable January 1st of each calendar year.

- RFP Reimbursement Fee - Upon execution of the Agreement, the selected service provider(s) will be required to remit to the City a combined, one-time administrative fee of $45,000 to reimburse the City for staff time, consultant and attorney fees, and out of pocket expenses for developing and awarding the franchise(s).

- Business License – The selected service provider and any of its subcontractors will be required to maintain appropriate business licensing during the term of the agreement.

- Street Sweeping – An annual payment to the City of $125,000 to support City contracting with a firm to clean its streets of litter and other debris.

Legal requirements

A. Performance Bond and Cash Bond

Contemporaneously with the execution of the Agreement, the selected firm will be expected to deposit funds payable to the City in the form of surety bond or other financial instrument to guarantee performance to the satisfaction of the City. This instrument will be used if required to provide service to customers in the event of nonperformance by the selected proposer. The size and type of performance guarantee shall be in the sum of one hundred and fifty thousand dollars ($150,000.00). The cash bond shall be deposited in a manner similar to the performance bond, but shall be used to pay the City for any payments not received in a timely manner or in lieu of payments if the selected firm were to become insolvent for any reason. The size of the cash bond shall be no less than fifty thousand dollars ($50,000.00).

B. Ownership of waste

Once discarded materials are placed in the selected firm's containers or bins for collection at curbside or at designated locations, ownership shall transfer to the selected proposer. Disposed materials will become the property of the disposal site or as required through agreement obtained with the disposal site owner/operator. The right to direct materials and refuse will be retained by the City to the maximum extent permissible by law.

The selected firm must obtain written approval from the City for exports of waste outside of Orange County, for which the City requires evidence in the form of an exportation agreement.

C. Annual review

The City shall conduct an annual review of the selected firm's performance by evaluating said performance and quality of service, which may include holding a public hearing to solicit customer comments. Noncompliance with any provision of the agreement would be grounds to terminate the agreement.

D. Term of Agreement

The term of this Agreement shall be for a period of seven (7) years, with the City-option to award an extension for up to three (3) years.

E. Permits, Licenses, and Insurance

The selected proposer and its subcontractors, if any, shall be required to secure or maintain in force during the term of the agreement resulting from this solicitation any applicable license, permit, and/or insurance required by law for the operation of the business.

Reporting and compliance with local, state and federal mandates

A. Monthly reports

The selected service provider will be expected to submit monthly reports for the length of the Agreement commencing upon final approval by the City Council. These reports shall be due within thirty (30) calendar days from the end of the reporting month. These reports will address tonnages hauled and diverted, hauler-customer compliance (AB 341, AB 1826, etc.), and gross revenues and gross receipts. At the City's discretion, monthly reports can be expanded to included addition contracted service or State compliance measurements.

B. Annual reports

The City may require that within 120 days after the close of the selected proposer's first calendar year under agreement, and every year thereafter, that a written annual report in a form approved by the City Manager be submitted to the City.

C. SB 1383 Studies and Compliance Reporting

The selected firm will be expected to assist the City with all aspects of SB 1383 compliance related to the collection, processing, and ultimate disposition of organic wastes and other collection programs that may impact the City's compliance. As such, route and/or waste evaluation studies will be required at the frequencies established in SB 1383 regulations and/or by CalRecycle staff reviewing and judging the City's compliance efforts. Customized reports, as may be deemed necessary by CalRecycle, shall also be prepared and provided by the selected firm, at the time(s) and frequency required.

Indemnification (CERCLA)

Provisions shall be included in the Agreement specifying the level and degree of indemnification afforded the City and the selected service provider. The City will obligate the selected service provider and/or disposal site operator to fully indemnify the City against CERCLA liability to the extent that the selected service provider controls the waste stream.

Collection equipment

For each type of service, the proposer is expected to identify and describe the equipment it plans to use to fulfill the terms and conditions of its agreement. All collection vehicles must be new or refurbished to "as new" appearance and operation, and if considered non-standard (i.e., dual collection vehicles), you must provide examples of where the proposed equipment is currently being used and the experience of the proposer with the equipment.

Under no circumstances can collection vehicles be older than 2016 model year and no vehicle more than 10 years old during the timeframe of the contract. All collection vehicles are expected to comply with existing air quality mandates and be fueled by RNG, LNG, electrical power, or other fuel approved by the City. Special consideration will be given to proposer's who will guarantee purchase and use of renewable natural gas (RNG) that qualifies as "city procurement" under SB 1383 regulations. GPS tracking and reporting capabilities, and "right-hand" safety/warning equipment is required on all collection vehicles.

All collection containers shall be in the colors mandated by SB 1383 and maintained, in appearance, function, and signage, in good condition and free from graffiti or other damage that could render the equipment "unsightly" in the opinion of the City, or non-compliant in the opinion of the State. The selected service provider shall change-out, or otherwise remedy, unsightly and/or non-compliant containers within three days after receiving notice from the City.

Special wastes (construction and demolition wastes, tires, and bulky items) and environmental component

The City desires a comprehensive special waste program that shall consist of the following items:

A. Construction and Demolition (C&D) debris recycling

The City requires that the selected firm provide source separated recycling service and/or mixed waste processing service for C&D debris for all developments and re-developments, and will require the selected service provider to provide any and all services to developers and contractors who construct or demolish structures within the City limits so that they may achieve the 65% diversion level mandated by CalGreen.

B. Bulky item pick-up

For purposes of this RFP, bulky items are defined as objects that cannot fit into compaction units of front-loader waste collection vehicles.

The selected firm must provide free bulky item collection twice per-year to both residential and multi-family residential customers in the City. Up to four (4) bulky items may be included per-collection. To the maximum extent possible bulky items may not be disposed of in landfills until the following hierarchy has been followed: 1) reuse, 2) disassembly, 3) recycle, and 4) disposal. The cost for additional bulky item collections, beyond twice per-year, should be detailed in proposer's pricing. In addition, sweeps of the City to remove large abandoned items, shall occur at least once per-month.

C. Environmental component

The City expects the selected firm to provide an environmental component to the overall program. The selected firm will be expected to describe any potential negative environmental effects (e.g., traffic) from any of the proposed programs and to identify and/or propose mitigation measures. In addition, the City expects the selected firm to describe procedures for identifying and handling hazardous waste disposed with the municipal solid waste stream. The plan shall describe screening procedures, an employee training program, a notification plan, and a corrective actions plan for use in instances when residents or businesses set out hazardous or other inappropriate materials.

D. Household Hazardous Wastes (HHW)

The City currently provides HHW collection services through the franchise agreement and wishes to continue this arrangement with the selected firm or its subcontractor on a quarterly basis. Promotion of County of Orange HHW permanent collection centers, through scheduled education and outreach efforts, is considered sufficient to cover resident needs between scheduled collection events. Proposers should suggest their quarterly collection schedules, list any subcontractors they plan to use and their qualifications, and describe how promotion and scheduling will be conducted.

E. Disaster preparedness

The selected service provider shall assist the City in development of a waste mitigation emergency plan to deal with any human or natural disaster. The response to the RFP shall demonstrate the firm's ability to assist the City in this task.

Transfer Station and Diversion Facility Capabilities

The response to the RFP must include a disclosure and description of any and all transfer stations, material recovery facilities (MRF), organic waste diversion facilities, and/or other facilities and locations where City waste will be taken after collection. The proposer should present the facilities it plans to use for franchise collection, provide any and all information it believes the City should have in order to determine if proposed facilities can be deemed effective and capable of ensuring the City's compliance with all State mandates.

Disposal and Diversion Capacity

Proposer must include in its submission a description of its proposed disposal site(s) to be used, only if use of facilities outside Orange County is proposed. The City cannot guarantee use of this disposal site will be allowed, as we are party to a County of Orange disposal agreement. While the City reserves the right to direct waste to a specific site, proposers are at liberty to propose one or more alternative sites if they provide a cost benefit to ratepayers. If any landfill sites outside of Orange County are proposed, the submittal must include a guarantee of disposal capacity for the length of this agreement.

SB 1383 regulations require our jurisdiction to demonstrate capacity for organic waste processing and diversion from landfills, under a process that is deemed acceptable by the State. The successful proposer shall provide proof that it has the capacity, either under contracted arrangement or at a facility the proposer owns or otherwise controls, to process and divert all organic waste the City will reasonably be required to demonstrate such capacity for, over the term of this agreement.

Rates

Proposer must include, in a sealed envelope that accompanies the RFP response, a completed form (Attachment 1) that shows its proposed rates for residential, commercial, and industrial services. In addition, a separate sheet showing any additional charges the proposer wishes to use at recurring or temporary accounts that are not provided on the City's pricing form. The City requires that only proposed rates be allowed in the franchise. Any rates not disclosed and approved through the RFP process will not be allowed.

Section 4 Proposal Evaluation & Selection Criteria

All proposals will be reviewed by a review panel selected by the City. The panel will use, but not be limited to the following criteria as important guidelines in selecting the most qualified and responsible firm who can best serve the residents, businesses and interests of the City. Price will be an important criterion, but the City reserves the right to select a service provider that presents the best qualifications but not necessarily at the lowest price. The City also reserves the right to request further written information and interview top-ranked proposers.

1. Document organization and completeness
   Compliance with RFP instructions, conformity with format, completeness in level of detail, typed not handwritten, bound and appropriate number of copies submitted.

2. SB 1383 compliance assistance
   Clarity, completeness, and demonstration of understanding of SB 1383 compliance activities and the franchise-haulers role in minimizing City costs while maximizing compliance with regulations.

3. Project team and resumes
   Experience of individuals working specifically with the City of Los Alamitos.

4. Related experience and capabilities
   Municipal contracts and references within Southern California. commercial and residential services provided, with particular emphasis on curbside and commercial recycling, green and food waste diversion programs and status of your City-clients' compliance with AB 341 and AB 1826. Also described experience with bulky item pick-up, City-event services, litter control, C&D debris recycling, diversion facilities owned-operated or contracted, education and outreach programs with emphasis on SB 1383, AB 1826 & AB 341, program roll-outs, MRF processing, reports and reporting, contracting and subcontracting, marketing and sales of recyclable materials, route audits and waste composition/generation studies.

5. Guaranteed Organic Waste capacity
   Long term organic waste processing agreement(s) and related description of your organics recycling process and State approved facilities.

6. Safety and Customer service program and record
   Equipment and personnel safety training and performance. Call center and/or other services offered to ensure exemplary customer service.

7. Financial records
   Financial strength, insurance ratings, ability to post faithful performance bond, existing indemnification agreements, evidence of liquidated damages, defaults and terminations, ability to finance equipment, past history of payment of revenues to client cities, and AB 939 and CERCLA liability and indemnification.

8. Exceptions
   Number and extent of exceptions to draft agreement and RFP terms.

9. Other resources and equipment
   Age of fleet and containers, compatibility with proposed services, signage, quality of education/ outreach materials etc.

10. Operation
    Schedules and ability to maintain schedules, personnel, exclusive collection of City waste (avoid commingling of City's waste with adjacent cities or other customers' wastes), familiarity with local area.

11. References
    All municipal and County franchises/agreements in Southern California must be listed with contacts and phone numbers; references are positive or negative; strength of response.

12. Valued added services, programs, or community support
    Additional benefits over and above standard service. Community service activities and actions, etc.

13. Proposed rates

Section 5 Final Selection Process

Based on the results of a weighted evaluation process of the criteria listed above, with priority given to pricing, the number and type of exceptions taken with the Agreement, and technical merits of the proposer, the City will then finalize execution of the Agreement with the firm whose RFP response is deemed best. At its sole option, the City may elect to interview multiple firms and/or enter into negotiations with multiple firms to determine its final selection.

Section 6 Sample Agreement

Attached is a copy of the City's proposed Agreement (see Attachment 2).

Section 7 Other Related Information

Proposer must complete Attachment 1. Proposer may also include any other relevant information including brochures, reference letters, etc., which should be suitably identified in the proposal and which the City will consider in its deliberations.

Description of Service Area

The City of Los Alamitos was incorporated in March of 1960. The Armed Forces Reserve Center and Joint Forces Training base takes up approximately 48% of the City's 4.07 square miles. The City is relatively built out with much of its residential and commercial areas constructed in the 1960s and 1970s. Most of the City's retail businesses and restaurants are located along Katella Avenue or Los Alamitos Boulevard, with some smaller industrial parks and office complexes adjacent to these areas. The City's population is estimated at 11,721 with a density of 2,841.23 residents per-square-mile.

Current Service Data

Residential collections currently encompass 1,938 accounts with 2,130 trash carts, 2030 recycle carts, and 1,952 yard waste carts receiving once-per-week service.

Commercial collections include 331 commercial business accounts (178 with less than 4-cubic-yards of weekly service) and 306 multi-family accounts (257 with less than 4-cubic yards of weekly service). Containers in services include:

210 - 95-gallon carts

6 – 1-cubic-yard carts

104 – 2-cubic-yard carts

553 – 3-cubic-yard carts

118 – 4-cubic-yard carts

33 – permanent roll-off containers

5 – self-contained compactors

Current Rates

Rate sheets are available to interested proposers. Contact Michelle Muller at the email address provided.

Compliance with AB 939 Related Regulations

A summary of the City's calendar year 2019 annual data is presented below:

Reporting Year Disposal: 17,963.06 tons

Population: Target Disposal Rate – 10.8 ton Annual – 8.40 ton In compliance with diversion mandate

Employment: Target Disposal Rate – 9.3 ton Annual – 6.6 ton In compliance with diversion mandate

AB 341 – In 100% compliance through commercial mixed waste processing.

AB 1826 – Tiers 1 & 2 have 12 of 13 hauler business accounts in compliance through source separated programs. Tier 3 has 10 hauler business -customers that are provided source separated recycling. 98 Tier 3 locations are currently exempt. 42 Tier 3 locations are non-compliant. There are 178 Tier 4 business locations that have not been categorized yet. None have organics programs.

There are 49 commercial multi-family properties under the AB 1826 mandate. Three have hauler-provided green waste programs while the remaining 46 are in compliance through landscaper provided collection. There are 257 Tier 4 multi-family properties that have not yet been categorized as compliant, exempt-compliant, or non-compliant.

City of Los Alamitos

REQUEST FOR PROPOSAL
FOR INTEGRATED WASTE MANAGEMENT SERVICES

LIST OF ATTACHMENTS

Attachment 1: Forms for Proposals and Alternates
Attachment 2: Sample Agreement

CITY OF LOS ALAMITOS
RFP PRICING MATRIX
RATES EFFECTIVE JANUARY 1, 2022

RATES ARE ALL INCLUSIVE

Proposed Commercial Rates

Three Container System

PRICING ITEM	New Rate/Month
3-YARD GREY BIN (Trash) 1X PER WEEK	
3-YARD GREY BIN 2X PER WEEK	
3-YARD GREY BIN 3X PER WEEK	
3-YARD GREY BIN 4X PER WEEK	
3-YARD GREY BIN 5X PER WEEK	
3-YARD GREY BIN 6X PER WEEK	
3-YARD BLUE BIN (Recycle) 1X PER WEEK	
3-YARD BLUE BIN 2X PER WEEK	
3-YARD BLUE BIN 3X PER WEEK	
3-YARD BLUE BIN 4X PER WEEK	
3-YARD BLUE BIN 5X PER WEEK	
3-YARD BLUE BIN 6X PER WEEK	
35-GALLON GREEN CART (Organics) 1X PER WEEK	
35-GALLON GREEN CART 2X PER WEEK	
65-GALLON GREEN CART 1X PER WEEK	
65-GALLON GREEN CART 2X PER WEEK	
65-GALLON GREEN CART 3X PER WEEK	
65-GALLON GREEN CART 4X PER WEEK	
65-GALLON GREEN CART 5X PER WEEK	
65-GALLON GREEN CART 6X PER WEEK	
2-YARD GREEN BIN (Organics) 1X PER WEEK	
2-YARD GREEN BIN 2X PER WEEK	
2-YARD GREEN BIN 3X PER WEEK	
2-YARD GREEN BIN 4X PER WEEK	
2-YARD GREEN BIN 5X PER WEEK	

2-YARD GREEN BIN 6X PER WEEK	

Two Container System

PRICING ITEM	New Rate/Month
3-YARD GREY BIN (Trash & Recycle Mix) 1X PER WEEK	
3-YARD GREY BIN 2X PER WEEK	
3-YARD GREY BIN 3X PER WEEK	
3-YARD GREY BIN 4X PER WEEK	
3-YARD GREY BIN 5X PER WEEK	
3-YARD GREY BIN 6X PER WEEK	
35-GALLON GREEN CART (Organics) 1X PER WEEK	
35-GALLON GREEN CART 2X PER WEEK	
65-GALLON GREEN CART 1X PER WEEK	
65-GALLON GREEN CART 2X PER WEEK	
65-GALLON GREEN CART 3X PER WEEK	
65-GALLON GREEN CART 4X PER WEEK	
65-GALLON GREEN CART 5X PER WEEK	
65-GALLON GREEN CART 6X PER WEEK	
2-YARD GREEN BIN (Organics) 1X PER WEEK	
2-YARD GREEN BIN 2X PER WEEK	
2-YARD GREEN BIN 3X PER WEEK	
2-YARD GREEN BIN 4X PER WEEK	
2-YARD GREEN BIN 5X PER WEEK	
2-YARD GREEN BIN 6X PER WEEK	

Commercial Rates - Other Services & Items

PRICING ITEM	New Rate/Month
3-YARD GREEN WASTE ONLY BIN 1X PER WEEK	
3-YARD GREEN WASTE ONLY BIN 2X PER WEEK	
3-YARD GREEN WASTE ONLY BIN 3X PER WEEK	
3-YARD GREEN WASTE ONLY BIN 4X PER WEEK	
3-YARD GREEN WASTE ONLY BIN 5X PER WEEK	
3-YARD GREEN WASTE ONLY BIN 6X PER WEEK	

Additional Commercial Charge Item*	
Additional Commercial Charge Item*	

* Please list and describe any additional commercial charge item you wish to have included and the per-unit/service cost for each. You may add as many as you believe are necessary. Please highlight and clearly mark any service that is an alternate to pricing items above.

Commercial rates are applicable too all business and multi-family properties of 5 uni or more.

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CITY OF LOS ALAMITOS
RFP PRICING MATRIX
RATES EFFECTIVE JANUARY 1, 2022

Specify tons included in base rate and per-ton charges as applicable

Proposed Industrial Rates

Recurring Services

PRICING ITEM	New Rate/Month
SMALL COMPACTOR (Trash - 20 cubic-yards or less) PER PICK-UP	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	
LARGE COMPACTOR (Trash - 21 cubic-yards or more) PER PICK-UP	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	
GREY ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	
BLUE ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP	
GREEN ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP	
GREEN WASTE ONLY ROLL-OFF CONTAINER PER PICK-UP	

Temporary Services

PRICING ITEM	New Rate/Month
GREY ROLL-OFF CONTAINER (20 to 40 cubic yards) PER PICK-UP * Includes trash with C&D Debris	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	
BLUE HIGH-SIDE ROLL-OFF CONTAINER (to 40 cubic yards) PER PICK-UP * Clean mixed debris only.	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	
BLUE LOW-BOY ROLL-OFF CONTAINER (10 cubic yards) PER PICK-UP * Clean mixed debris only	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	

BLUE HIGH-SIDE ROLL-OFF CONTAINER (to 40 cubic yards) PER PICK-UP * One material type only.	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	
BLUE LOW-BOY ROLL-OFF CONTAINER (10 cubic yards) PER PICK-UP * One material type only	
MAXIMUM WEIGHT IN TONS	
PER-TON CHARGE FOR OVERAGE	
GREEN WASTE ONLY ROLL-OFF CONTAINER PER PICK-UP	
3-YARD GREY BIN (Trash & Recycle Mix) 1X PER WEEK	
3-YARD GREY BIN 2X PER WEEK	
3-YARD GREY BIN 3X PER WEEK	
3-YARD GREY BIN 4X PER WEEK	
3-YARD GREY BIN 5X PER WEEK	
3-YARD GREY BIN 6X PER WEEK	
3-YARD BLUE BIN (Mixed Debris or Single Material) 1X PER WEEK	
3-YARD BLUE BIN (Mixed Debris or Single Material) 2X PER WEEK	
3-YARD BLUE BIN (Mixed Debris or Single Material) 3X PER WEEK	
3-YARD BLUE BIN (Mixed Debris or Single Material) 4X PER WEEK	
3-YARD BLUE BIN (Mixed Debris or Single Material) 4X PER WEEK	
3-YARD BLUE BIN (Mixed Debris or Single Material) 6X PER WEEK	

Industrial Rates - Other Services & Items

PRICING ITEM	New Rate/Month
Additional Industrial Charge Item*	
Additional Industrial Charge Item*	

* Please list and describe any additional Industrial charge item you wish to have included and the per-unit/service cost for each. You may add as many as you believe are necessary. Please highlight and clearly mark any service that is an alternate to pricing items above.

Industrial rates are applicable too all recurring commercial compactor/ roll-off service and all non-residential temporary service.

CITY OF LOS ALAMITOS RFP PRICING MATRIX

RATES EFFECTIVE JANUARY 1, 2022

RATES ARE ALL INCLUSIVE (SUBSTITUTE SIZE IF APPLICABLE)

Proposed Residential Rates

PRICING ITEM	Proposed Monthly Rate
Curbside Grey-Blue-Green - 35 gallon cart (Senior)	
Curbside Grey-Blue-Green - 65 gallon cart (Senior)	
Curbside Grey-Blue-Green - 65 gallon cart	
Curbside Grey-Blue-Green - 95 gallon cart	
Curbside Two-Cart Grey-Green - 65 gallon cart	
Curbside Two-Cart Grey-Green - 95 gallon cart	
Extra Grey Cart (Trash) - 65 or 95 gallon	
Extra Blue Cart (Recycling) - 65 or 95 gallon	
Extra Green Cart (Organics) - 65 or 95 gallon	
# of Free Bulky Item Collections Per Year	
# of Bulky Items Allowed for Each Free Collection	
Bulky Items - Additional Collections	
# of Bulky Items Allowed for Each Such Collection	
HHW Collections - # Per-Year (Please list of limitations separately)	
HHW Collection Charge Per Unit Receiving Service	
Cart Contamination Charge (after 1 warning tickets)	
Cart Contamination Charge (after 2 warning tickets)	
Cart Contamination Charge (after 3 warning tickets)	
Residential Clean-Up Bin (3 cubic-yards)	
Clean-Up Bin Per-Exchange	
Residential Clean-Up Box (20 to 40 cubic-yards)	
Additional Residential Charge Item*	
Additional Residential Charge Item*	

* Please list and describe any additional residential charge item you wish to have included and the per-unit/service cost for each. You may add as many as you believe are necessary. Please highlight and clearly mark any service that is an alternate to pricing items above.

Residential rates are applicable too all single and multi-family residential units of 4 units or less.

LOS ALAMITOS SOLID WASTE SERVICES CONTRACT

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CONTRACT
FOR THE PROVISION OF
SOLID WASTE HANDLING SERVICES

Executed Between the

City of Los Alamitos and

_____

Effective this __ day of _____, 2021

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AGREEMENT

This Agreement ("Agreement") is entered into to be effective as of the __ day of _____ 2021, by and between the City of Los Alamitos ("City ") and _____ ("Contractor") (collectively, the "Parties") to provide an exclusive franchise for Solid Waste Handling Services within the City .

R E C I T A L S:

A. WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the handling of all Solid Waste within their City s.

B. WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

C. WHEREAS, SB 1383 establishes regulatory requirements for City s, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

D. WHEREAS, SB 1383 Regulations require City to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, City has chosen to delegate some of its responsibilities to the Contractor, acting as the City 's designee, through this Agreement; and

E. WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that Non-Exclusive Franchise Agreements for Discarded Materials Management for Multi-Family and Commercial Customers (Agreement) be awarded to qualified companies for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

F. WHEREAS, the City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, processing and disposal of Solid Waste, including AB 939, SB 1383, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those

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terms are used in CERCLA, and that it is Contractor, not City , who is "arranging for" the collection, transport for disposal, composting, and recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City , who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection process, nor do the Parties intend to place title to such Solid Waste in City , but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering into this Agreement City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Contractor's performance under this Agreement.

G. WHEREAS, Contractor desires to engage in the business of Collecting Discarded Materials in the City; and,

H. WHEREAS, City desires, among other things, to ensure adequate landfills remain available to meet the public's need for the safe handling and disposal of Solid Waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of Solid Waste they generate, and has thus entered into the County Agreement. Contractor has agreed, as part of this Agreement, to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement.

NOW, THEREFORE, in consideration of the promises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

C O V E N A N T S:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Contractor hereby agree as follows:

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SECTION 11. RECITALS

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

SECTION 2. DEFINITIONS

Whenever any term used in this Agreement has been defined by the California Public Resources Code, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

"AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

2.2 AB 876

"AB 876" means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

2.3 AB 901

"AB 901" means Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

2.4 AB 939

"AB 939" shall mean the California Integrated Waste Management Act of 1989, currently codified as California Public Resources Code Section 40000 et seq., as it may be amended from time to time.

2.5 AB 1594

"AB 1594" shall mean Assembly Bill 1594 from the 2013-2014 Regular Session of the California Legislature (Chapter 719, Statutes 2014).

2.6 AB 1826

"AB 1826" shall mean Assembly Bill 1826 from the 2013-2014 Regular Session of the California Legislature (Chapter 727, Statutes 2014).

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2.7 Affiliate

"Affiliate" means a business in which Contractor owns a direct or indirect ownership interest, a business (including corporations, limited and general partnerships and sole proprietorships) which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

2.8 Alternative Daily Cover (ADC)

"Alternative Daily Cover" or "ADC" has the same meaning as in 27 CCR Section 20690.

2.9 Alternative Facility

"Alternative Facility" means any Facility approved by City for Contractor use that is not specifically identified in 14 CCR Section 18983(b) or not otherwise described herein.

2.10 Alternative Intermediate Cover (AIC)

"Alternative Intermediate Cover" or "AIC" has the same meaning as in 27 CCR Section 20700.

2.11 Animal Waste

"Animal Waste" shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

2.12 Applicable Laws

"Applicable Laws" shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having City over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation City 's Municipal Code, AB 341, AB 939, AB 1594, AB 1826 and SB 1383.

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2.13 Approved C&D Processing Facility

"Approved C&D Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a C&D Processing Facility and was Contractor selected and City approved.

2.14 Approved Disposal Facility

"Approved Disposal Facility" means the various landfills owned and operated by the County of Orange, that the City of Los Alamitos has agreed to use under separate agreement.

2.15 Approved Facilities

"Approved Facility(ies)" means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility; Approved High Diversion Organic Waste Processing Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility; and, Approved Transfer Facility, each of which are defined in this Article.

2.16 Approved High Diversion Organic Waste Processing Facility

"Approved High Diversion Organic Waste Processing Facility" means the Facility Name at Facility Address, that is a High Diversion Organic Waste Processing Facility and was Contractor selected and City approved. Guidance: *Delete this definition if the City themselves provides High*

Diversion Organic Waste Processing services or arranges for the High Diversion Organic Waste Processing services through another agreement.

2.17 Approved Organic Waste Processing Facility

"Approved Organic Waste Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is an Organic Waste Processing Facility and was Contractor selected and City approved. *Delete this definition if the City themselves provides Organic Waste Processing services or arranges for the Organic Waste Processing services through another agreement.*

2.18 Approved Source Separated Recyclable Materials Processing Facility

"Approved Source Separated Recyclable Materials Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Source Separated Recyclable Materials Processing Facility and was Contractor selected and City approved. *Delete this definition if the City themselves provides Recyclables Processing services or arranges for the Recyclables Processing services through another agreement.*

2.19 Approved Transfer Facility

"Approved Transfer Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Transfer Facility and was Contractor selected and City approved. *Delete this definition if the City themselves provides Transfer services or arranges for the Transfer services through another agreement.*

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2.20 Back-Haul

"Back-Haul" means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

2.21 Billings

"Billings" or "Billing" or "Bill" means the statements of charges provided to Customers or Responsible Customers for services rendered by Contractor pursuant to the terms of this Agreement.

2.22 Bins

"Bins" shall mean a Container, including dumpsters, compactors, and any similar such devices with a capacity of under ten (10) cubic yards.

2.23 Blue Container

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or SSBCOW.

2.24 Brown Container

"Brown Container" has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and Collection of Source Separated Food Waste.

2.25 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart or Bin including without limitation: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); residential wastes (including wood waste, tree branches, scrap wood, in the aggregate not exceeding one cubic yard per Collection); and clothing. For purposes of this Agreement, and notwithstanding any provision hereof to the contrary, Bulky Items shall specifically include items commonly known in the waste industry as "brown goods," "e-waste" and "universal waste" (including, without limitation all types of electronic waste, stereos, televisions, computers and monitors, cellular phones, VCRs, microwaves and other similar type of equipment and products). Bulky Items do not include car bodies, Construction and Demolition Debris, Hazardous Waste, or (with the exception of appliances/white goods described above) items that cannot reasonably and safely be loaded and unloaded into a vehicle by two people using equipment of the type which, pursuant to industry standards, would normally be carried in a vehicle used in Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

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2.26 C&D

"C&D" means Construction and Demolition Debris.

2.27 C&D Collection Site

"C&D Collection Site" means properties where construction and demolition work is performed as evidenced by City issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated in Chapter 8.13 of the Los Alamitos Municipal Code, as the same may be amended from time to time.

2.28 California Code of Regulations (CCR)

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR, Division 7, Chapter 12" refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations.

2.29 CalRecyle

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities and other regulated entities.

2.30 Cart

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated process, as opposed to a manual process of lifting and dumping.

2.31 City

"City" shall mean the City of Los Alamitos, a municipal corporation, located in Orange County, California.

2.32 City Council

"City Council" shall mean the City Council of City.

2.33 City Limits

"City Limits" shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference, that are kept on file in the office of the City Clerk of the City of Los Alamitos, and which are from time to time amended to reflect changes.

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2.34 City Manager

"City Manager" shall mean the City Manager of the City of Los Alamitos or his or her designee.

2.35 Collect/Collection/Collecting

"Collect," "Collection," or "Collecting" shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.

2.36 Collection Vehicle

"Collection Vehicle" shall have the meaning ascribed in Section __ of this Agreement.

2.37 Commercial Business (Commercial)

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family is excluded from the definition of Commercial Business for the purposes of this Agreement. *Under SB 1383 Regulations (14 CCR Section 18982(a)(6)), Multi-Family residential dwellings with five (5) or more units are included in the definition of a Commercial Business. For*

the purposes of this Model, Commercial and Multi-Family have been separately defined, because some Collection programs have different practices and requirements for each. The City should do their due diligence to ensure that all requirements under the regulations for Commercial Businesses, including Multi-Family properties, are met.

2.38 Commercial Edible Food Generators

"Commercial Edible Food Generators" includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

2.39 Community Composting

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

2.40 Compostable Plastics

"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

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2.41 Compost

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which states, as of the Effective Date of this Agreement, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

2.42 Construction and Demolition Debris (C&D)

"Construction and Demolition Debris" means the nonhazardous waste building material, Inerts, soil, packaging, Yard Trimmings, rubble, and other used or Discarded Materials resulting from construction or demolition.

2.43 Container(s)

"Container(s)" means a receptacle for temporary storage of Discarded Materials. Containers may include Bins, Carts, Roll-Off Boxes, compactors, cans, buckets, bags, or other storage instruments to the extent such Containers are permitted by the City for use for Collection services provided under the Agreement. *SB 1383 Regulations (14 CCR Section 18982) defines*

Blue Container, Green Container, and Gray Container in a manner that indicates that such Containers should be rigid Containers; however, bags may be used to place materials within those Containers subject to requirements in 14 CCR Division 7, Chapter 12, Article 3. As a result, the general definition of Containers may include bags, provided that all Container specifications under the SB 1383 Regulations are met.

2.44 Contractor

"Contractor" means the Party (other than the City) that executed this Exclusive Franchise Agreement and its Affiliates, DBAs, and Subcontractors that perform services on Contractor's behalf.

2.45 "Contractor Self-haul" means the act of hauling solid waste by construction and demolition contractors as an ancillary function to their primary business activity.

2.46 Contractor's Proposal

"Contractor's Proposal" shall mean [*TBD*'s] proposal submitted in response to the City 's Request for Proposal for Solid Waste Handling Services dated _____ __ __, 2021 and subsequent submittals from Contractor prior to award.

2.47 County Agreement.

"County Agreement" shall mean that certain waste disposal agreement entered between various Orange County Cities , including specifically the City of Los Alamitos, and the County of Orange relating to the use of County landfills for the disposal of Solid Waste collected in such Cities , and which is on file in the office of City 's City Clerk, as the same may be amended from time to time.

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2.48 Customer

"Customer" or "Customers" shall mean any Person arranging for and/or receiving Discarded Material Management services from Contractor within the Franchise Area.

2.49 Discarded Materials

"Discarded Materials" are a form of Solid Waste, and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not is has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. (*Optional statement to include depending on City 's policies: Handling services specifically exclude the Generator's use of a third party to assist the Generator with on-site separation of materials into and among Contractor-provided Containers to facilitate recovery and minimize contamination.)* Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials

include Source Separated Recyclable Materials, SSBCOW, SSGCOW, Food Waste, Gray Container Waste or Mixed Waste, and C&D once the materials have been placed in Containers for Collection. *In the preceding sentence, for three-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use Gray Container Waste in the definition and delete Mixed Waste. For two- and one-Container systems and three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use Mixed Waste and delete Gray Container Waste.*

2.50 Disposal

"Disposal" or "Dispose" means the final disposition of any Solid Waste Collected by the Contractor or Residue from Contractor's Processing activities at a permitted Landfill or other permitted Solid Waste Facility.

2.51 Diversion

"Diversion (or any variation thereof including "Divert")" means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

2.52 Dual Stream (or Dual-Stream)

"Dual Stream" or "Dual-Stream" means a Collection method in which the Generators are instructed to separate Source Separated Recyclable Materials (such as, but not limited to, SSBCOW and Non-Organic Recyclables) or SSGCOW (such as, but not limited to, Yard Trimmings and Food Waste) into two streams of materials for placement in two sections of a Split Container or into two different Containers, and in which the Contractor maintains the separation of the two streams during Collection and Processes each stream separately.

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2.53 Edible Food

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

2.54 Effective Date

"Effective Date" means the date on which the Agreement becomes binding upon the Parties, which is the date when the latter of the Parties has executed this Agreement.

2.55 Environmental Laws

"Environmental Laws" means all federal and State statutes and City ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251, et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

2.56 Excluded Waste

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, Universal Wastes, and/or latex paint when such materials are defined as allowable materials for Collection through this Agreement and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by City or Contractor as set forth in this Agreement.
Guidance: Users of the Model should modify the above Excluded Waste definition based on the specific types of accepted or prohibited materials in their program. For example, the final sentence of this definition is an example of a customization option that the City might include if the City has a special Collection or Recycling program for items like motor oil and filters, household batteries, or other such items as applicable.

2.57 Facility(ies)

"Facility(ies)" means any plant, site, or operation used for the purpose of handling Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling, composting, and Processing facilities or operations.

2.58 Food Recovery

"Food Recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

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2.59 Food Recovery Organization

"Food Recovery Organization" means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A. A food bank as defined in Section 113783 of the Health and Safety Code;
B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

2.60 Food Recovery Service

"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

2.61 Food Scraps

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps. *Cities should modify the above definition of Food Scraps to be consistent with their specific list of accepted Food Scraps. For example, Cities that accept fats, oils, and grease in their Collection program should modify the final sentence of this definition accordingly*

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2.62 Food-Soiled Paper

"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

2.63 Food Waste

"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

Cities should modify the above definition of Food Waste according to the materials accepted in their program. For example, some programs prefer little to no Food-Soiled Paper in their Collection programs based on the Processing technologies used. Cities should in that case modify this definition to remove or restrict Food-Soiled Paper if desired. It should be noted,

however, that Cities are still required to handle Food-Soiled Paper in a manner that results in Landfill Disposal reduction pursuant to 14 CCR Section 18983.1. Given this, if the Food-Soiled Paper is not included in Food Waste or Food Scraps Collection, another solution needs to be provided.

Cities may choose to include Compostable Plastics in their definition of Food Waste if such materials are accepted in their program. If the City does not allow Compostable Plastics to be Collected with Food Waste, delete "Compostable Plastics" from the Food Waste definition.

2.64 Franchise Area

"Franchise Area" shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City Limits following the Effective Date.

2.65 Franchise Fee

"Franchise Fee" shall mean the franchise fee set forth and more fully defined in Section __ hereof.

2.66 Generator

"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under the Municipal Code or under federal, State, or local regulations.

2.67 Gray Container

"Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste or Mixed Waste. *For two- and one-Container systems and three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" instead of this definition. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this definition*.

2.68 Gray Container Waste

"Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-Container Organic Waste Collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and(b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this Agreement, Gray Container Waste includes carpet and textiles. *This definition is only applicable for Cities using three- or three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, because SB 1383 Regulation (14 CCR Section 17402(a)(6.5)) specifically define "Gray Container Waste" in the context of a three-Container Collection service. With regard to the last sentence of the definition, Cities shall retain the sentence if carpet and textiles are to be Collected in the Gray Containers, which is allowed under SB 1383 Regulations (14 CCR Section 18984.1(b)). Textiles should be removed from the last sentence of the definition if the City is*

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allowing for Collection of textiles in the Blue Container. For Cities using a two- or one-Container system, or a three- or three-plus system that allows for Organic Waste, such as Food Waste, for Collection in the Gray Container, delete this definition and instead include only the definition of "Mixed Waste" below.

2.69 Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of SSGCOW. *For three-Container, three-plus-Container, and two-Container green/gray systems, include this "Green Container" definition. For two-Container blue/gray systems and one-Container systems, delete this definition.*

2.70 Gross Receipts

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received by or imputed to Contractor and any Affiliate of Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, monthly or quarterly Customer charges that are received by Contractor for Collection of Solid Waste, without subtracting Franchise Fees, fees imposed and collected pursuant to this Agreement, sums collected in connection with Temporary Services, and transportation charges. Gross Receipts does not include revenue from the sale of Recyclable Material, Green Waste, food waste, and other material which is diverted from disposal.

2.71 Hauler Route

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the City 's Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

2.72 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substance defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

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2.73 Hazardous Waste

"Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste, which means wood that falls within the definition of "treated wood" or "treated wood waste" in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section 18982(a)(30.5).

2.74 High Diversion Organic Waste Processing Facility

"High Diversion Organic Waste Processing Facility" means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33). *Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the High Diversion Processing facility is a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent (50%) between January 1, 2022 and December 31, 2024, and 75 percent (75%) after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste. This definition shall be included for Cities using a two- or one-Container system, or a three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete this definition for three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers.*

2.75 Inerts

"Inerts" means materials such as concrete, soil, asphalt, and ceramics.

2.76 City Contract Manager

City Contract Manager means the City Manager or their designee.

2.77 Landfill

"Landfill" means a "Solid Waste Landfill" defined by Public Resources Code Section 40195.1.

2.78 Large Event

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately-owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

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2.79 Large Venue

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

2.80 Liquidated Damages

"Liquidated Damages" means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section ___ and Exhibit __.

2.81 Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by the Municipal Code or any State or federal law or regulation, all as currently enacted or subsequently amended.

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2.82 Mixed Waste

"Mixed Waste" means Mixed Waste Organic Collection Stream and Solid Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility.

2.83 Mixed Waste Organic Collection Stream

"Mixed Waste Organic Waste Collection Stream" means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5). *This definition is only to be used by Cities using two- or one-Container systems, or three- or three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. In these cases, materials in the Gray Containers are to be processed at a High Diversion Organic Waste Processing Facility. Delete if using a three- or three-plus Container system that does not allow Organic Waste to be Collected in the Gray Containers.*

2.84 Mulch

SB 1383 Regulations (14 CCR Section 18993.1) require that Cities procure recovered Organic Waste products to meet an annual recovered Organic Waste product procurement target. Mulch may be procured to fulfill this procurement target if the Mulch meets specific conditions specified in SB 1383 Regulations (14 CCR Section 18993.1(f)(4)). The definition of Mulch below limits Mulch under this Agreement to only Mulch that meets the conditions specified in 14 CCR Section 18993.1(f)(4). The City may decide that it does not want to limit the Mulch definition in this manner (if it does not want to procure Mulch to support fulfillment of its recovered Organic Waste product procurement target), and should then amend the definition to eliminate the stringent requirements. Note that SB 1383 Regulations (14 CCR Section 18993.1(f)(4)) require the City to have an enforceable ordinance, or similarly enforceable mechanism, that requires the Mulch procured by the City to comply with 14 CCR, Division 7, Chapter 12, Article 12 requirements and to meet or exceed the standards specified in subdivision (i) of this definition. If the City has passed an ordinance or other enforceable mechanism for this purpose, the City may update the definition of Mulch to cross reference the relevant section of the ordinance or enforceable mechanism document.

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

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i. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

ii. Was produced at one or more of the following types of Facilities:

   a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); *Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of the City 's annual recovered Organic Waste product procurement target.*

   b. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or,

   c. A Solid Waste Landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

2.85 Multi-Family or Multi-Family Dwelling Unit

"Multi-Family" means of, from, or pertaining to residential Premises with two or more dwelling units attached or detached on a site or lot, which does not include an accessory dwelling unit. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities,

which are considered Commercial Businesses. References to "Multi-Family Dwelling Unit" refer to an individual residential unit of the Multi-Family Premises.

2.86 Municipal Code

"Municipal Code" shall mean City 's Municipal Code ("Los Alamitos Municipal Code").

2.87 Non-Compostable Paper

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

2.88 Non-Organic Recyclables

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials. *This definition is only needed for Cities using a three-, three-plus-, or two-Container (blue/gray) Collection service.*

2.89 Organic Waste

"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

2.90 Paper Products

"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

2.91 Parent Company

"Parent Company" means a company that has a controlling interest in another company, enabling the Parent Company to control management and operations of the Affiliate or Subsidiary company.

2.92 Party or Parties

"Party" or "Parties" refers to the City and Contractor, individually or together.

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2.93 Person

"Person" has the same meaning as in Public Resources Code Section 40170, which states, as of the Effective Date of this Agreement, that a Person includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

2.94 Premises

"Premises" means a tract of land with or without habitable buildings or appurtenant structures.

2.95 Printing and Writing Papers

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

2.96 Process, Processed, or Processing

"Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

2.97 Prohibited Container Contaminants

Cities using three-, three-plus-, or two-Container Collection service shall include either Option 1, Option 2a, or Option 2b below for the definition of Prohibited Container Contaminants, corresponding with the Collection service it is using, and delete all other options.

Option 1: Three-Container Collection service (Blue, Green, and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City 's Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the City 's Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in City 's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.

Option 2a: Two-Container Collection Service for SSGCOW and Mixed Waste (Green and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the City 's Green

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Container; (ii) Discarded Materials placed in the Gray Container that are identified as acceptable SSGCOW, which are to be separately collected in City 's Green Container; and, (iii) Excluded Waste placed in any Container.

Option 2b: Two-Container Collection Service for Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for City 's Blue Container; (ii) Discarded Materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately Collected in City 's Blue Container; and, (iii) Excluded Waste placed in any Container.

2.98 Property Owner

"Property Owner" means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

2.99 Public Resources Code (PRC)

"Public Resources Code" or "PRC" means the California Public Resources Code.

2.100 Putrescible Waste

"Putrescible Waste" means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

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2.101 Rate

"Rate" means the amount, expressed as a dollar unit, that Contractor bills a Customer for providing specified services under this Agreement. The Rate shall be mutually agreed-upon by Contractor and Customer.

2.102 Rate Period

"Rate Period" means a twelve (12) month period, commencing July 1 and concluding June 30.

2.103 Recycle/Recycling

"Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling

does not include gasification or transformation as defined in Public Resources Code Section 40201.

2.104 Remnant Organic Material

"Remnant Organic Material" means the Organic Waste that is Collected in a Gray Container that is part of the Gray Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).

2.105 Renewable Natural Gas (RNG)

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

2.106 Residual (or Residue)

"Residual" or "Residue" means the Solid Waste destined for Disposal, further transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

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2.107 Responsible Customer

"Responsible Customer" means the Customer who is responsible for making arrangements with Contractor to ensure Collection services are provided at Commercial Premises or Residential Premises in circumstances where a management company, homeowner association, or similar type entity arranges Collection services for such Premises. In the event of any dispute as to whether a right or obligation set forth herein is held by a Customer or a Responsible Customer, the City Manager is authorized to resolve such dispute in a manner that he determines best implements the intent of this Agreement.

2.108 Reusable Items

"Reusable Items" means items that are capable of being Reused after minimal Processing. Reusable Items may be Collected Source Separated or recovered through a Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture, and/or sporting equipment.

2.109 Reuse

"Reuse" or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

2.110 Roll-Off Box

"Roll-Off Box" means an open- or closed-top metal Container, roll-top Container, or closed compactor Container serviced by a roll-off truck and with a Container capacity of 10 to 50 cubic yards. Roll-off boxes are also known as drop boxes or debris boxes.

2.111 Salvageable Material (or Salvaged Material)

"Salvageable Material" or "Salvaged Material" means an object or material that results from salvaging, where salvaging means the controlled separation of Solid Waste material which do not require further processing for Reuse or Recycling prior to Transfer activities, or as otherwise defined in 14 CCR Section 17402(a)(24).

2.112 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

2.113 SB 1383 Regulations

"SB 138 Regulations" or "SB 1383 Regulatory" refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

2.114 Self-Hauler (or Self-Haul)

"Self-Hauler" or "Self-Haul" means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

2.115 Service Level

"Service Level" refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

2.116 Single-Family or Single-Family Dwelling (SFD)

"Single-Family" or "Single-Family Dwelling" or "SFD" means any residential Premises with less than two (2) units, not including an accessory dwelling unit.

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2.117 Solid Waste

"Solid Waste" has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in PRC Section 40141.

(2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

(3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

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2.118 Source Separated

"Source Separated" means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste or Mixed Waste and other Solid Waste for the purposes of Collection and Processing. *For two- and one-Container systems and three- or three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" in this definition. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this definition.*

2.119 Source Separated Blue Container Organic Waste (SSBCOW)

"Source Separated Blue Container Organic Waste" or "SSBCOW" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(26.7). The accepted types of

SSBCOW and process for modifying the accepted types of SSBCOW are specified in Article 5. *This definition is intended to reflect Source Separated Recyclable Materials that are considered Organic Waste, such as Paper Products and Printing and Writing Paper, and, if permitted by the City to be placed in the Blue Container, wood, dry lumber, and textiles. This definition is only needed for Cities using a three-, three-plus-, or two-Container (blue/gray) system.*

2.120 Source Separated Green Container Organic Waste (SSGCOW)

"Source Separated Green Container Organic Waste" or "SSGCOW" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding SSBCOW, carpets, Non-Compostable Paper, and textiles. The accepted types of SSGCOW and process for modifying the accepted types of SSGCOW are specified in Article 5. SSGCOW is a subset of Organic Waste. *This definition is only needed for Cities using a three-, three-plus-, or two-Container (green/gray) system. This definition is provided as a term for materials collected in a Green Container, often referred to by Cities as "Organic Materials".*

2.121 Source Separated Recyclable Materials

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and SSBCOW. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in Article 5. *This definition is only needed for Cities using a three-, three-plus-, or two-Container (blue/gray) system. This definition is provided as a term for materials collected in a Blue Container, often referred to by Cities as "Recyclable Materials".*

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2.122 Split Container or Split-Container

"Split Container" or "Split-Container" means a Container that is split or divided into segregated sections, instead of an entire Container, or as otherwise allowed pursuant to 14 CCR, Division 7, Chapter 12, Article 3.

2.123 State

"State" means the State of California.

2.124 Subcontractor

"Subcontractor" means any Person, firm, or entity hired by Contractor to carry out any of Contractor's duties under this Agreement.

2.125 Subsidiary

"Subsidiary" means an Affiliate with ___ percent (__ %) or more of its ownership controlled by Contractor.

2.126 Temporary Service

"Temporary Service" shall mean Solid Waste Handling Services provided by Contractor on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Rolloff Boxes.

2.127 Term

"Term" means the duration of this Agreement, including extension periods if granted, as provided for in Section ___.

2.128 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.
B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
C. Food Service Provider.
D. Food Distributor.
E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

2.129 Tier Two Commercial Edible Food Generators

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
B. Hotel with an on-site food facility and 200 or more rooms.
C. Health facility with an on-site food facility and 100 or more beds.
D. Large Venue.
E. Large Event.
F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

2.130 Ton

"Ton" or "Tonnage" or "Tons" means a unit of weight equal to 2,000 pounds (907.18474 kg).

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2.131 Transfer

"Transfer" means the act of transferring Discarded Materials Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a Transfer Facility for Transport to other Facilities for Processing or Disposing of such materials. Transfer allows for removal of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of Hazardous Waste).

2.132 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

2.133 Transportation or Transport

"Transportation" or "Transport" means the act of conveying Collected materials from one location to another.

2.134 Universal Waste (or U-Waste)

"Universal Waste" or "U-Waste" means all wastes defined by 22 CCR Subsections 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

2.135 Work Days

"Work Days" or "Working Days" means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

2.136 Yard Trimmings

"Yard Trimmings" means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor. The accepted types of Yard Trimmings and process for modifying the accepted types of Yard Trimmings are specified in Section__. Yard Trimmings are a subset of SSGCOW. *If the City 's Collection program provides uncontainerized service for Yard Trimmings, modify the first sentence of this definition as needed.*

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SECTION 3 GRANT OF EXCLUSIVE FRANCHISE FOR SOLID WASTE HANDLING SERVICES FROM ALL RESIDENTIAL AND COMMERCIAL PREMISES, AND FOR PROVIDING TEMPORARY SOLID WASTE HANDLING SERVICE

3.1 Scope of Franchise

Except as hereinafter expressly set forth, City hereby grants to Contractor and Contractor hereby accepts from City , for the Term hereof, the exclusive contract, right, and privilege to Collect, transport, and dispose of all Solid Waste generated or accumulated within the Franchise Area. The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law or future enactments limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor as a result thereof.

3.2 Matters Excluded from Scope of Franchise

Notwithstanding any other provisions set forth in this Agreement to the contrary, the exclusive franchise granted herein shall exclude the Collection, transportation, recycling, and disposal of:

(A) any Solid Waste otherwise within the scope of this Agreement which is transported by a Self-Hauler as that term is used in the Municipal Code, or any other City ordinance, resolution, regulation or policy, as such may be adopted or amended from time to time;

(B) any Solid Waste otherwise within the scope of this Agreement during a locally proclaimed emergency (defined as a "local emergency" pursuant to Section 8630 of the California Emergency Services Act) or subsequent recovery period, provided that Contractor lacks the ability to perform the necessary work in a timely manner, or for any other reason determined by City related to public health, safety or welfare;

(C) the sale, donation, or transfer Recyclable Material by the person or entity that generated such Recyclable Material (the "Generator") to any person or entity other than Contractor; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material to any person or entity other than Contractor, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;

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(D) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or recycling facility by City agents or employees in the course and scope of services provided for the City;

(E) any Solid Waste Collected at any City sponsored event if City does not request Contractor provide Collection services for the City sponsored event;

(F) the Collection, transportation, or disposal of Hazardous Waste; universal waste; E-Waste; biohazardous waste; untreated medical waste; infectious waste; Animal Waste; used cooking fats, oils, grease and similar waste; or other materials which do not constitute Solid Waste;

(G) the Collection, transportation, and disposal of Construction and Demolition Waste by a contractor, handyman, repairman, or other similar service provider, using its own equipment, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(H) the Collection, transportation, and disposal of Green Waste, including, but not limited to Green Waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service provided that such Solid Waste is not collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials; and

(I) Solid Waste Handling Services provided by any Person having a legal right to continue doing so, pursuant to Public Resources Code Section 49520, et. seq., or otherwise, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Contractor has a franchise granted by another governmental entity is annexed into City during the Term, Contractor agrees the provisions of this Agreement shall apply to such territory and further acknowledges that this Agreement constitutes any notice required by the Public Resources Code in connection therewith.

(J) **Edible Food**. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

(K) **Food and Beverage Byproducts.** The hauling of byproducts from the processing of food or beverages and use of such material as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and, if the use as animal feed is in accordance with 14 CCR Section 18983.1(b)(7).

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(L) **On-Site or Community Composting.** Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting site.

(M) **Contractor Self haul.** The hauling of solid waste by construction and demolition contractors as an ancillary function to their primary business activity.

SECTION 4.
ENFORCEMENT OF EXCLUSIVITY

Contractor shall be responsible for enforcing the exclusivity of this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity hereof. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted herein. City shall have the right, but not the obligation, to enforce the exclusivity hereof, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, administrative costs (including staff time), or other expenses incurred in connection with City 's actions to either enforce the exclusivity hereof, or to assist Contractor in doing so.

SECTION 5.
ACCEPTANCE; WAIVER

Contractor agrees to be bound by and comply with all the requirements of this Agreement. Contractor waives Contractor's right to challenge the terms of this Agreement under federal, state, or local law, or administrative regulation. Contractor waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

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SECTION 6.
TERM

The term of this Agreement (the "Term") shall be for an approximate period of seven (7) years commencing on the Effective Date, with an option to extend the Agreement exercisable by the City on the same terms and conditions for up to three (3) additional years (ten years total). The Solid Waste Collection services provided to Customers shall commence on _____ ("Service Commencement Date"). The Term of this Agreement shall end at midnight on _____, unless earlier terminated or unless the City provides written notice to Contractor on or before _____ that it desires to exercise its option to extend the Term. The decision to exercise said option shall be subject to the City Council's sole, absolute and unfettered discretion. Prior to exercising its extension option, the City Council may, at its discretion, require the City Manager to conduct a performance review during the preceding fiscal year after receiving an advance deposit from Contractor to cover the cost of such review, in an amount subject to the City Manager's reasonable determination, and said performance review will be separate from and in addition to the performance review set forth in Section __. This performance review may include, but is not limited to, an assessment of opportunities for Contractor to reduce vehicle miles

traveled based on data acquired by Contractor pursuant to Section ___, as well as an assessment of the greenhouse gas emissions generated by Contractor during Contractor's performance of this Agreement.

SECTION 7.
CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed herein:

7.8 Accuracy of Representation

All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.

7.9 Absence of Litigation

There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

7.10 Furnishing of Insurance and Bonds, Letter of Credits, or Asset Pledge

Contractor shall have furnished evidence of the insurance and sureties required by Sections 14 and 15 hereof, and shall comply with all ongoing requirements relating thereto.

7.11 Effectiveness of City Council Action

The City Council's action approving this Agreement shall have become effective pursuant to California law.

7.12 Payment of Fees and Costs

Contractor shall have made payment to City of all fees, costs and other payments due as more fully set forth in Section 11.

SECTION 8.
SOLID WASTE HANDLING SERVICES PROVIDED BY CONTRACTOR

SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 3) focus on three (3) main types of compliant Collection systems: three-, two-, and one-Container systems. In addition, SB 1383 Regulations allow for several variations on these three Collection systems with Split-Containers, plastic bags for SSGCOW or other Discarded Materials, uncontainerized Yard Trimmings Collection, separate Food Waste Collection, and/or additional segregation of Organic Waste. Collection systems with more than three (3) Source Separated streams of Discarded Materials are referred to as "three-plus-Container" systems for the purposes of the Model Agreement, as

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described in Section 5.2. While many Cities will have the same type of Collection systems, a multitude of options are also possible. In addition, Cities may rely on different approaches for Single-Family, Multi-Family, and/or Commercial Customers; or, may use different Collection system approaches in different parts of the City , such as one Collection system for less populated areas and a different system for more populated areas. The Model Agreement presents several options, but it is not practical for the Model to cover every possible scenario.

Customization will be required.

- *Section 5.1 is advised for all agreements.*
- *If the City chooses a three-, two-, or one-Container system, the contract provisions presented in Sections 5.2, 5.3, or 5.4, respectively, will be applicable. If different Collection systems are delivered to Single-Family, Multi-Family, and/or Commercial Customers, it is advised that a separate section be structured for each Customer type. Similarly, if different Collection systems are used in different regions of a service area (e.g., low-population area or high elevation area), it is advised that a separate section be structured for each region.*
- *If the City 's Collection system includes some variation(s) on these three systems with Split-Containers, plastic bags, uncontainerized Yard Trimmings Collection, separate Food Waste Collection, and/or additional segregation of Organic Waste, the City can use the example language presented in Sections 5.2 through 5.9 to craft their own contract provisions.*
- *If the scope of the City 's franchise agreement does not address one or more of the material streams (Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and/or Mixed Waste), then the descriptions herein should be limited to only those applicable materials.*
- *If the City chooses to comply using the Performance-Based Compliance Approach, the City must provide a three-Container Collection system to at least ninety percent (90%) of the residential sector (Single-Family Generators) and ninety percent (90%) of total Commercial and Multi-Family Generators, in accordance with 14 CCR Section 18998.1(a)(1). As a result, these Cities can include Sections 5.1 and 5.2 and, at their option, other desired sections such as Bulky Items and Special Events Collection in 5.12 and 5.13.*
- *The provisions in this Article assume the Contractor's provision of Collection Containers. If the City provides or will provide the Containers, the provisions of this Article will need to be amended accordingly.*
- *Cities may rely on the provisions of their current franchise agreement and use the contract provisions below to guide the modification of or amendments to their current agreement to integrate Collection system changes.*

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8.8 General

A. **Overall Performance Obligations**. The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of the Agreement. The enumeration of, and specification of requirements for, particular items of labor or

equipment shall not relieve the Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided reliable, courteous, and high-quality Collection services and other services described in this Agreement at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner generally provided in this Article for the delivery of services, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall not knowingly Collect Blue, Green, Brown, or Gray Containers that include Prohibited Container Contaminants.

B. **Requirements for Parent Company and Affiliates**. Upon approval by City , Contractor, its Parent Company, and Affiliates operating under the terms of this Agreement are allowed, at their option, to use each entity's name to comply with Collection vehicle and Container labeling requirements and may use each entity's name on any education and outreach materials.

C. **Ownership of Discarded Materials**. By operation of this Agreement, ownership and the right to possession of all Discarded Materials shall be transferred to Contractor from the Person discarding the materials (Customer and/or Generator) once such materials are placed in Containers and properly placed for Collection. If Prohibited Container Contaminants are found in Containers set out for Collection, the materials shall be considered not properly placed for Collection, and Contractor shall have the right to reject Collection of the contaminated Containers pursuant to Section 6.2, and the ownership of materials shall remain with the Person discarding the materials (Customer and/or Generator). Except as required in the City 's sole discretion for law enforcement purposes, at no time shall the City obtain any right of ownership or possession of Discarded Materials placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights. Refer to Section 6.1 for transfer of ownership of Discarded Materials from Contractor to Facility operator(s) of Approved/Designated Facilities.

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8.9 Three-Container System (Blue, Green, and Gray Containers)

This section focuses on a three-Container system. Note that nothing prohibits the City from having a system with more than three Containers. This is referred to as "three-plus" throughout the Model Agreement. A common situation would be use of a fourth container; however, "three-plus" rather than "four" was used to leave room for multiple approach options for additional separation. Sections 5.5 through 5.9 may be used to include information on additional and/or alternative separation, as applicable.

SB 1383 Regulations specify that Carpets, Non-Compostable Paper, and hazardous wood waste shall not be Collected in the Green Container; and, that hazardous wood waste shall not be collected in the Blue Container or Gray Container, pursuant to 14 CCR Section 18984.1. For the purposes of the Agreement, the Model language in this Section 5.2 indicates that "Prohibited Container Contaminants" not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and

Green Containers. For Green Containers, exclusion of Collection of Carpets, non-Compostable paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

A. **General**. No later than January 1, 20__ , Contractor shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste as specified in this Section, using Containers that comply with the requirements of Section __. *Guidance: For three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" in this subsection. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this subsection.*

B. **Source Separated Recyclable Materials Collection (Blue Container)**. Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, as described in Exhibits __, __, and __ of this Agreement. Contractor shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section __.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. *City: to include list of accepted types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans, and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that City may allow carpets and textiles to be placed in the Gray Containers*. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers. The Containers shall comply with the requirements of Section __.

C. **SSGCOW Collection (Green Container)**.
All options provided for SSGCOW Collection anticipate that Food Waste will be Collected as part of the SSGCOW Collection program. Under SB 1383 Regulations (14 CCR Section 18984.1(c)), the City providing a three-Container Collection system may allow Organic Waste, such as Food Waste, to be Collected in the Gray Container provided that the contents of the Gray Container are transported to a High Diversion Organic Waste Processing Facility for Processing and City meets other requirements specified in 14 CCR Section 18984.1(c). In such case, this Section 5.2.C should be modified to exclude Food Waste.

1. **Option 1:** Established SSGCOW Collection Program with Commingling of Yard

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Trimmings and Food Waste (Green Container)

Contractor shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. *City to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal.* The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

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Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Cities may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (___) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing

Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept the Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

2. **Option 2:** Established Yard Trimmings Collection Program; Plan to Expand to Include Food Waste Collection (Green Container)

Contractor shall provide Green Containers to Customers for Collection of Yard Trimmings and shall provide Yard Trimmings Collection service, as described in Exhibits __, __, and ___ of this Agreement. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Section __.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. *City to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal.* The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section ___.

No later than _____, 20__, Contractor shall implement a Food Waste Collection program that allows Generators to intentionally commingle Food Waste and Yard Trimmings in the Green Containers. Contractor shall provide SSGCOW Collection service, as described in Exhibits ___, ___, and ___ of this Agreement and Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility.

Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Cities may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by

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the City, only the first sentence of the paragraph is necessary. City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

3. **Option 3:** Established Yard Trimmings Collection Program; Plan for Food Waste to be Separately Collected (Green Container and Brown Container)

As of the Commencement Date, Contractor shall provide Green Containers for Customers for Collection of Yard Trimmings and shall provide Yard Trimmings Collection service, as described in Exhibits ___, ___, and ___ of this Agreement. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section ___.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. *City to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weed, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal*. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section ___.

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No later than January 1, 20___, Contractor shall implement a Food Waste Collection program for all Customers. Contractor shall provide Brown Containers to Customers for Collection of Source Separated Food Waste and shall provide Food Waste Collection service, as described in Exhibits ___, ___, and ___ of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section ___.

Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Cities may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. The Containers shall comply with the requirements of Section ___. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit ___, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

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4. Option 4: New Collection Program needed for SSGCOW (including Yard Trimmings and Food Waste) (Green Container)

No later than January 1, 20___, Contractor shall provide Green Containers to Customers for SSGCOW Collection, and shall provide SSGCOW Collection service, as described in Exhibits ___, ___, and ___ of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section___.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps, Food-Soiled Paper, Compostable Plastics, and Yard Trimmings. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section ___.

Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Cities may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example of a provision to require this is provided below. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. For the last sentence, City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit ___, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

D. **Gray Container Waste Collection (Gray Container)**.

Use this Section for three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers. Delete this Section 5.2.D if using a three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container, and instead use Section 5.2.E, which requires that the materials be delivered to a High Diversion Organic Waste Processing Facility.

Contractor shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service, as described in Exhibits

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___, ___, and ___ of this Agreement. Contractor shall Transport the Gray Container Waste to (i) the Approved/Designated Disposal Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Disposal Facility, as specified in Section ___. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers. The Containers shall comply with the requirements of Section ___.

E. **Mixed Waste Collection (Gray Container).**

Under SB 1383 Regulations (14 CCR Section 18984.1(c)), the City providing a three-Container Collection system may allow Organic Waste, such as Food Waste, to be Collected in the Gray Container provided that the contents of the Gray Container are transported to a High Diversion Organic Waste Processing Facility for Processing and City meets other requirements specified in 14 CCR Section 18984.1(c). Use this Section for three- and three-plus-Container systems that allow Organic Waste to be Collected in the Gray Containers. Delete this Section 5.2.E if using a three- or three-plus-Container system that does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, and instead use Section 5.2.D.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall provide Mixed Waste Collection service, as described in Exhibits ___, ___, and ___ of this Agreement. Contractor shall Transport the Mixed Waste to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section ___. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

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8.10 Two-Container System

Select one of the following Container system options. If a new program must be implemented for any part of the system, include the requirement to implement and insert the date when the program must be fully implemented. SB 1383 Regulations (14 CCR Section 18984.2) require that Mixed Waste Collected in a two- Container system is Processed at a High Diversion Organic Waste Processing Facility.

SB 1383 Regulations (14 CCR Section 18984.2) specify that carpets, Non-Compostable Paper, and hazardous wood waste shall not be collected in the Green Container; and, hazardous wood waste shall not be collected in the Blue Container or Gray Container. For the purposes of the Agreement, Model language in this Section 5.3 indicates that "Prohibited Container Contaminants" shall not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Gray Containers. For Green Containers, exclusion of Collection of Carpets, non-Compostable paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

A. **Option 1:** SSGCOW and Mixed Waste Two-Container System (Green and Gray Containers)

No later than _____ ___, 20___, Contractor shall provide a two-Container Collection program for all Customers for Collection of SSGCOW and Mixed Waste, as specified in this Section and Exhibits ___, ___, and _.

Contractor shall provide Green Containers to Customers for the Collection of SSGCOW, and shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Section __.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpet, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. *City to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal*. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

Under SB 1383 Regulations (14 CCR Section 18984.2(a)(1)(C)), Cities may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable

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Plastics in the SSGCOW Collection program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall allow Generators to intentionally commingle all Mixed Waste, excluding SSGCOW, in the Gray Containers. Contractor shall Transport the contents of the Gray Containers to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the Gray Containers. *Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system must be sent to a High Diversion Organic Waste Processing Facility; or, it may be sent to a Transfer Facility, if it is subsequently sent to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.*

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The Containers shall comply with the requirements of Section ___.

B. **Option 2:** Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers)

No later than January 1, 20___ or insert earlier date if desired, Contractor shall provide a two-Container Collection program for all Customers for Collection of Source Separated Recyclable Materials and Mixed Waste as specified in this Section and Exhibits ___, ___, and ___.

Contractor shall provide Blue Containers to Customers for the Collection of Source Separated Recyclable Materials, and shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for

subsequent Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. *City to include list of acceptable types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that City may allow allows carpets and textiles to be placed in the Gray Containers.* The Parties agree that Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall allow Generators to intentionally commingle all Mixed Waste, excluding Source Separated Recyclable Materials, in the Gray Containers. Contractor shall Transport the contents of the Gray Container to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section ___. Prohibited Container Contaminants shall not be Collected in the Gray Containers. *Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system must be Processed at a High Diversion Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.*

The Containers shall comply with the requirements of Section ___.

C. **Option 3:** Use of Split Containers (see Section ___, Use of Split Container Systems)

In a two-Container system, SB 1383 Regulations (14 CCR Section 18984.2) do not require that Cities provide two Containers, but allows Cities to provide a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids or bodies of the separate sections of Split Containers comply with the Container color requirements and material limitations specified in 14 CCR Section 18984.2. Cities can provide a Split Container for SSGCOW and Mixed Waste or for Source Separated Recyclable

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Materials and Mixed Waste. See Section ___ herein for a description of Split Containers and examples of how to include provisions in the Agreement.

8.11 Use of Split-Container Systems

A. **Example Split-Container Systems**

Pursuant to SB 1383 Regulations (14 CCR Sections 18984.1(a)(6) and 18984.2(d)), the City may choose a Collection system that relies on a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids or bodies of the separate sections of a Split-Container comply with the Container requirements and material limitations specified in 14 CCR Section 18984.1 for three-Container systems and 14 CCR Section 18984.2 for two-Container systems, as further described in Section ___ of this Agreement. City s' decisions to use Split-Containers is most commonly driven by objectives related to maintaining a high-quality Source Separated stream of materials, Processing facility capabilities, number of Collection vehicles, and other local factors.

Note that in this Section when referencing three-stream systems, Gray Container Waste is used for the materials Collected in the Gray Containers assuming that no Organic Waste is allowed for Collection in the Gray Containers. If the three-stream system allows for Organic Waste, such as Food Waste, to be Collected in the Gray Container, change "Gray Container Waste" to "Mixed Waste".

Examples of Split-Containers that can be used include, but are not limited to, the following:

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1. Split-Container Options for Three-Stream System

   a. Gray/Green Split-Container (Gray Container Waste/SSGCOW) and a Blue Container (Source Separated Recyclable Materials);

   b. Blue/Gray Split-Container (Source Separated Recyclable Materials/Gray Container Waste) and a Green Container (SSGCOW); or,

   c. Blue/Green Split-Container (Source Separated Recyclable Materials/SSGCOW) and a Gray Container (Gray Container Waste

2. Split-Container Options for Three-Plus-Stream System

   a. Gray/Brown Split-Container (Gray Container Waste/Food Waste) with a Blue Container (Source Separated Recyclable Materials) and Green Container (SSGCOW);

   b. Blue Split-Container (Dual-Stream SSBCOW and Non-Organic Recyclables) with Gray Container (Gray Container Waste) and Green Container (SSGCOW);

   c. Gray/Blue Split-Container (Gray Container Waste/Source Separated Recyclable

Materials), Green/Brown Split Container (SSGCOW/Food Waste);

d. Gray/Green Split-Container (Gray Container Waste/SSGCOW), Blue Split-Container (Dual-Stream SSBCOW and Non-Organic Recyclables); or,

e. Blue/Gray Split-Container (Source Separated Recyclable Materials/Gray Container Waste), Green/Brown Split Container (SSGCOW/Food Waste).

3. Split Container Options for Two-Stream Split-Container Systems

a. Gray/Blue Split-Container (Mixed Waste/Source Separated Recyclable Materials); or,

b. Gray/Green Split-Container (Mixed Waste/SSGCOW).

B. **Split-Container Collection Description**

Because there are a multitude of possible combinations of Split-Container options, providing example contract provisions is challenging. To provide Cities with a starting point for customizing their contract language, three examples are provided below to illustrate Split-Container programs. Cities will need to adapt one of these descriptions to fit the specific characteristics of its Split-Container program, if applicable.

For three-, three-plus-, and two-Container systems, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) specify that Carpets, Non-Compostable Paper, and hazardous wood waste shall not be collected in the Green Container; and, that hazardous wood waste shall not be collected in the Blue Container or Gray Container. For the purposes of the Agreement, Model language in this Section 5.5 indicates that "Prohibited Container Contaminants" not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Gray Containers. For Green Containers, exclusion of Collection of carpets, Non-Compostable Paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

1. **Option 1:** Two-Stream Split-Container System (Blue and Gray Split-Container) Contractor shall provide Split-Containers to Customers and Split-Container Collection service, as described in Exhibits ___, ___, and ___ of this Agreement. Contractor shall allow Generators to place Mixed Waste in the gray section of the Split-Container and shall Collect and Transport the Mixed Waste to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section ___. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split Containers. *Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system, including Split-Containers, must Processed at a High Diversion*

Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

Contractor shall allow Generators to place Source Separated Recyclable Materials in the blue section of the Split Container and shall Collect and Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section ___. The Split-Containers shall comply with the requirements of Section ___.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. *City to include list of accepted types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that City may allow allows carpets and textiles to be placed in the Gray Containers.* The Parties agree that accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue portion of the Split-Containers.

2. **Option 2:** Three-Stream Split-Container System (Blue and Gray Split-Container, Green Container). Contractor shall provide Split-Containers to Customers and Split-Container Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to place Gray Container Waste in the gray section of the Split-Container and shall Collect and Transport the Gray Container Waste to the Approved/Designated Transfer Facility or the Approved/Designated Disposal Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split-Containers.

   Contractor shall allow Generators to place Source Separated Recyclable Materials in the blue section of the Split Container and shall Collect and Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

   Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following:

_____. *City to include list of accepted types of Source Separated Recyclable Materials such as: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that City may allow allows carpets and textiles to be placed in the Gray Containers*. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue portion of the Split-Containers.

Contractor shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection services, as described in Exhibits A, B, and C. Contractor shall Transport the SSGCOW to Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to Approved/Designated Organic Waste Processing Facility, as specified in Section ___. The Split Containers shall comply with the requirements of Section ___.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Compostable Plastics and Yard Trimmings, which are defined below. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. *City to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal*. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Cities may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by

the City, only the first sentence of the paragraph is necessary. City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (___) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit ___, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept the Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

3. **Option 3:** Three-Plus-Stream Split-Container System (Gray and Brown Split-Container, Green Container, Blue Container). Contractor shall provide a three-Container system that relies on use of a Split-Container and two, undivided Containers. Contractor shall provide Split-Containers to Customers and Split-Container Collection service for Gray Container Waste and Food Waste, as described in Exhibits ___, ___, and ___ of this Agreement. Contractor shall allow Generators to place Gray Container Waste in the gray section of the Split Container and shall Collect and Transport the Gray Container Waste to (i) the Approved/Designated Disposal Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Disposal Facility, as specified in Section ___. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split-Containers. Contractor shall allow Generators to place Source Separated Food Waste in the brown section of the Split-Container and shall Collect and Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section ___.

Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Cities may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit ___, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

Contractor shall provide Green Containers to Customers for Yard Trimmings Collection, as described in Exhibits ___, ___, and ___, and shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1___.

Yard Trimmings that are to be accepted for Collection in the Yard Trimmings Collection program include the following: _____. *City to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal.* The Parties agree that the accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Contractor shall provide Blue Containers to Customers for Source Separated Recyclable Materials Collection, as described in Exhibits ___, ___, and ___, and shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section ___.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. *City to include list of accepted types of Source Separated*

Recyclable Materials such as: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that City may allow allows carpet and textiles to be placed in the Gray Containers. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City , provided that in all cases SSBCOW is are included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.

The Containers shall comply with the requirements of Section ___.

8.5 Use of Plastic Bags for SSGCOW Collection

For SSGCOW Collection in three- and two-Container Collection systems, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) allow for Collection of SSGCOW in plastic bags in the Green Containers, with some limitations to assure that the Processing Facility can remove the plastic bags. Options 1 and 2 below present example language for applicable Collection scenarios.

Note that the use of plastic bags is also allowed for Collection of Source Separated Recyclable Materials, SSBCOW, Gray Container Waste, and Mixed Waste in three-, three-plus-, two-, and one-Container Collection systems, and SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in these cases. For this reason, no example language is provided in this Section. Similarly, the City may wish to have Generators collect SSGCOW in paper bags for Collection; however, no specific provisions exist in the regulations regarding SSGCOW Collection in paper bags, so no example provisions have been provided. Use of compostable bags is covered as a type of Compostable Plastic, which is reflected in Green Container Collection under Sections ___and ___.

A. **Option 1:** Food Waste in Plastic Bags in the Green Containers

This option may be used when the City wants to provide Customers and Generators convenient options for the handling of Food Waste or when the Approved/Designated Organic Waste Processing Facility will handle the Food Waste separately from the Yard Trimmings and will pull the bagged Food Waste when the materials are unloaded at the Approved/Designated Facility for separate Processing. If the City has specific requirements for the bag specifications or colors, amend this Section to reflect those requirements.

Contractor shall allow Customers and Generators to place Food Waste in plastic bags and put the bagged Food Waste in the Green Container. At least ___ (__) months prior to the commencement of the use of plastic bags for the Food Waste program, Contractor shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Approved Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with

Exhibit G, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept plastic bags, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Approved Facility will not Process and recover plastic bags; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___. *This is optional and dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. City may choose to select Liquidated Damages and/or event of default as possible remedies, but this is not required or specified in SB 1383 Regulations.*

B. **Option 2:** SSGCOW in Plastic Bags in the Green Containers

This option may be used when the City wants to provide Customers and Generators convenient options for handling Food Waste and/or Yard Trimmings. If there are specific requirements for the bag specifications or colors, amend this Section to reflect the requirements.

Contractor shall allow Customers and Generators to place SSGCOW in plastic bags and put the bagged SSGCOW in the Green Container. At least ___ (__) months prior to the commencement of the use of plastic bags for the SSGCOW program, Contractor shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Approved Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and remove the plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept plastic bags, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Approved Facility will not Process and recover plastic bags; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___. *This is optional and dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. City may choose to select*

Liquidated Damages and/or event of default as possible remedies, but this is not required or specified in SB 1383 Regulations.

8.6 Food Waste Collection (Brown Containers)

At its option, the City may choose to provide separate Food Waste Collection as part of its SSGCOW Collection service, which can be structured in a multitude of ways. One such structure could be providing the service to all Customers or only offering additional Food Waste segregation service to certain Customers or sector types. For example, the City may establish a program where SSGCOW Collection service (Green Container Collection) is provided and mandatory for all Customers, and Source Separated Food Waste Collection service (Brown Container Collection) is additionally provided to Commercial Customers that generate a significant amount of Food Waste (e.g., restaurants, cafeterias, assisted-living facilities, hospitals, Supermarkets, or other Commercial Premises where food is prepared, sold, and/or consumed). A separate Food Waste Collection program is also considered when Cities have access to a Processing facility (such as an anaerobic digester at a water treatment plant) that can handle only very clean, uncontaminated Food Waste.

No later than _____ __, 20__, Contractor shall provide Brown Containers to Customers for Collection of Source Separated Food Waste, and shall provide Food Waste Collection service, as described in Exhibits ___, ___, and ___ of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section ___.

Prior to program implementation, Contractor shall develop a detailed plan and timeline for distribution of new Brown Containers to Customers. Contractor shall submit the plan to the City Contract Manager at minimum of one hundred and twenty (120) days prior to the commencement date of the Food Waste program for review and approval by City Contract Manager. When the distribution of Containers commences, Contractor shall provide a daily email or verbal report to the City Contract Manager on the status of the Container distribution process, areas of concerns and proposed resolutions, and other relevant information. The detailed plan shall include a description of the education and outreach efforts that will accompany the Container distribution process and commencement of the Food Waste program.

Under SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2), Cities may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the City wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the City, only the first sentence of the paragraph is necessary. For the last sentence, City may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit ___, Contractor shall

provide written notification to the City that the Facility has, and will continue to have, the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, City may assess Liquidated Damages or deem such failure an event of default under Section ___. Contractor shall notify the City within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Approved Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section ___.

8.7 Other Organic Streams

Cities using a three-Container system may choose to include Collection service for additional types of SSGCOW not specified in this Article using additional Containers, or sections of Split Containers, in any color provided the colors do not conflict with the Container color requirements of SB 1383 Regulations (14 CCR Section 18984.1). An example is provided below.

Contractor shall offer Collection of insert material type using insert unique color Containers, pursuant to Section ___. This material shall be Processed at an Approved/Designated Processing Facility and not Disposed. The Tonnage of material type Collected shall be reported in the Contractor's monthly Tonnage report.

8.8 City Services

SB 1383 Regulatory requirements for Organic Waste Collection and Processing are applicable to materials Collected from City s' facilities. For this reason, example language is provided here and in Exhibit ___ to illustrate approaches for addressing these requirements.

Option 1: Exclusive Franchise Agreements

Contractor shall provide Collection services to City's facilities, at no cost to City, in the manner specified Exhibit ___. The City facilities to be serviced by Contractor and the Service Levels for Discarded Materials Collection, as of the Commencement Date of this Agreement, are specified in Exhibit ___.

8.9 C&D Collection

Exclusive Right to Collect C&D Materials

Contractor shall Collect C&D materials from all Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Approved/Designated C&D Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated C&D Processing Facility, as specified in Section ___. Contractor shall provide C&D Collection and Processing services in accordance with Exhibit ___ of this Agreement. Contractor shall charge Customers for C&D Collection services at City -approved Rates set pursuant to Article ___.

8.10 Hazardous Household Waste, Christmas Tree Pickup, and Bulky Item Collection

In addition to regular collection services, Contractor shall provide, free of charge, periodic collection of Household Hazardous Waste (HHW), Christmas tree pickup, and bulky items. HHW collection shall be twice per-year, at minimum. Christmas tree pickups shall be offered a minimum of three (3) weeks. Bulky items collection shall be free at least twice per-year per residential property or residential multi-family unit (up to 4 items at minimum). In addition, monthly sweeps of the City shall be performed, and any abandoned items removed.

8.10.4 Equipment

Contractor shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all services required by the terms of this Agreement.

8.10.5 Performance Standards

Contractor shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards and all relevant provisions of Applicable Laws.

8.10.6 Noise and Disruption

Contractor shall perform Solid Waste Handling Services as required hereunder in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic.

8.10.7 Collection Times

Contractor shall not commence Collection of Solid Waste for Customers until 7:00 a.m., nor shall such activities occur after 4:30 p.m. at Residential Premises and after 7:00 p.m. for Commercial Premises. No Solid Waste Collection shall occur on Sundays at Residential Premises or Commercial Premises, except in exceptional circumstances for which specific approval is given by the City Manager. Solid Waste Collection shall not occur on the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

8.10.8 Collection Schedule

All Collection routes shall be subject to final approval by the City Manager. Customers at all Residential and Commercial Premises within the City shall have not less than one established Collection day each week. Contractor shall provide notice to each Customer of its established Collection day(s), and shall provide at least thirty (30) days' notice to Customers of any change in their established Collection day(s). Notwithstanding any provision herein to the contrary, should any established Collection day fall on a legal holiday, or on any other holiday which is observed by either a landfill or other lawful disposal site to which Solid Waste is taken for disposal, or a recycling facility to which Recyclable Material is taken, Contractor shall provide for Collection one (1) day later

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during the pick-up week, and the regular Collection schedule shall be resumed the following week. A pick-up week shall be defined as Monday through Saturday. Contractor may not change its established Collection schedules without obtaining the prior written consent of the City Manager.

8.10.9 Commingling of Routes

Contractor shall not during its Collection process commingle Solid Waste Collected hereunder with Solid Waste Collected in any other City , or on behalf of any other entity operating or existing within City that is not subject to this Agreement, and is specifically prohibited from combining Collection routes related to services provided pursuant to this Agreement with Collection routes for other Cities it may service.

8.10.10 Contractor's Containers

A. **Provision of Containers by Contractor and Color Standards**

14 CCR Section 18984.7 provides direction to Cities on the colors of the Collection Container bodies or lids to shift all Containers statewide to blue, green, and gray Containers for primary material types, brown for Food Waste, and other colors for additional material streams. The City must be in full compliance with the color requirements by January 1, 2036. It is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of SB 1383 Regulations prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. The Container color options are summarized below. Following the color summary list are optional contract provisions presented for Cities that are color-compliant currently and Cities with non-compliant colors.

Blue Containers	*Blue body and lid*
	Blue body, gray lid
	Blue lid, any color body
Green Containers	*Green body and lid*
	Green body, gray lid
	Green lid, any color body
Brown Containers	*Brown body and lid*
	Brown body, gray lid
	Brown lid, any color body
Gray Containers (Gray Container Waste)	*Gray body and lid*

	Gray lid, any color body
Gray Containers (Mixed Waste)	*Gray body and lid*
	Gray lid, any color body

Other Container combinations (such as Split Containers or Containers for additional material streams) may be used, as described in this Section and Sections 5.5 and 5.9.

Hardware such as hinges and wheels on Containers may be any color.

For the purposes of the Model, the word "gray" has been used; however the definitions of Blue Container, Brown Container, Green Container, and Gray Container under SB 1383 Regulations (14 CCR Section 18982(a)) include gray or black as acceptable colors, where applicable. If the City would like to specifically use black Containers or black parts of Containers, pursuant to this Section, they may substitute the word "black" in this Section and throughout the Agreement wherever "gray" is used.

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1. **General**

   a. **Option 1:** Colors Already Compliant

   Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section ___ or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. At least ____ (___) days in advance of Contractor Container purchases or repainting of metal Containers, Contractor shall present proposed colors to the City for review and approval.

   b. **Option 2:** Colors Not Compliant; Containers Replaced Upon Commencement

   Guidance: Under 14 CCR Section 18984.7, City is not required to replace functional Containers prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Based on factors including cost, age of Containers, Contractor transition (if any), program timing, or other logistical concerns, the City shall determine the best time to transition their Container bodies and/or lids to compliant colors. The City may, but is not obligated to, require new Containers upon commencement of the Agreement, as represented in Option 2, or require new Containers at a later date during the term of the Agreement, as represented in Option 3.

   As of the Commencement date of this Agreement, Contractor shall provide all Customers with new Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law.

Contractor shall develop a detailed plan and timeline for distribution of new Containers to Customers and the emptying and removal of existing Containers from Customers, which may involve coordination with the City 's current contractor. Contractor shall submit the plan to the City Contract Manager at a minimum of _____ (___) days prior to the Commencement Date for review and approval by City Contract Manager. When the distribution of Containers commences, Contractor shall provide a daily email or verbal report to the City Contract Manager on the status of the Container distribution process, areas of concerns and proposed resolutions, and other relevant information. The detailed plan shall include a description of the education and outreach efforts that will accompany the Container distribution process.

c. **Option 3:** Colors Not Compliant; Containers Replaced During the Term of the Agreement

Contractor shall use the Contractor-provided Collection Containers that are currently located at Customers' Premises or provide Customers with Collection Containers from Contractor's current inventory.

No later than insert date, Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. At least ____ (___) days in advance of Contractor Container purchases or repainting of metal Containers, Contractor shall present proposed colors to the City for review and approval. If an existing Container breaks or is otherwise rendered non-functional on or after January 1, 2022, the Contractor shall replace the non-functional Container with a Container that complies with the color requirements of this Section. Notwithstanding this Section, the Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

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2. **Blue Containers (Source Separated Recyclable Materials)**

Blue Containers are considered color compliant if either the lid or the body are blue in color, as described in the guidance note at the beginning of this Section. If the lid is blue, the body may be any color, as represented in Option 1. If the body is blue, the lid must be either gray or blue, as represented in Options 2 and 3, respectively.

Option 1: Blue Containers must have a lid that is blue in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 2: Blue Containers must have a body that is blue in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 3: Blue Containers must have a lid and body that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

3. **Green Containers (SSGCOW)**

Guidance: Green Containers are considered color compliant if either the lid *or* the body are green in color, as described in the guidance note at the beginning of this Section. If the lid is green, the body may be any color as represented in Option 1. If the body is green, the lid must be either gray or green, as represented in Options 2 and 3, respectively.

Option 1: Green Containers must have a lid that is green in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 2: Green Containers must have a body that is green in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 3: Green Containers must have a lid and body that are green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

4. **Gray Containers (Gray Container Waste or Mixed Waste)**

Gray Containers are considered color compliant if either the lid or the body are gray in color, as described in the guidance note at the beginning of this Section. Mixed Waste and Gray Container Waste are both collected in Gray Containers and have the same color requirements.

Option 1: Gray Containers must have a lid that is gray in color, and a body that is insert any other color in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

Option 2: Gray Containers must have a lid and body that are gray in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

5. **Brown Containers (Food Waste)**

Brown Containers are considered color compliant if either the lid or the body are brown in color, as described in the guidance note at the beginning of this Section. If the lid is brown, the body may be any color as represented in Option 1. If the body is brown then the lid must be gray or brown, as represented in Options 2 and 3 respectively.

Option 1: Brown Containers must have a lid that is brown in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

Option 2: Brown Containers must have a body that is brown in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Brown Containers may be a

different color.

Option 3: Brown Containers must have a lid and body that are brown in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

6. **Split Containers**

The City may provide a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids of the separate sections of a Split Container comply with the Container color requirements of 14 CCR Sections 18984.1,18984.2, and 18984.7. Examples of Split Containers that could be used include, but are not limited to, the following:

Option 1: Blue Split-Container (Dual-Stream Source Separated Recyclable Materials Collection)

For Split Containers that segregate SSBCOW and Non-Organic Recyclables, Contractor shall provide Split Containers with the section of the Container designated for the Collection of SSBCOW with a lid that is blue in color and a body that is insert any color in color. The section of the Container designated for the Collection of Non-Organic Recyclables must have a lid that is a lighter shade of blue than the SSBCOW section of the Container or insert any color not already designated for other materials specified in this Section ___and a body that is insert any color. Hardware such as hinges and wheels on the Split Container may be a different color.

Option 2: Split Containers for Other Combinations of Materials

For other Split Container scenarios, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) specify the following: (i) SSGCOW section must have a green lid; (ii) Source Separated Recyclable Materials section must have a blue lid; (iii) Food Waste section must have a brown lid; and, (iv) Gray Container Waste and Mixed Waste section must have a gray lid. The body of the Split Container is not required to be a specific color if the lids of the separate sections of the Split Container comply with the color requirements. Examples of color combinations for Split Containers may include, but are not limited to: Gray and Blue; Gray and Green; Blue and Brown; Blue and Green; Gray and Brown; Green and Brown; or, other colors (see "other" below). The example language below can be used to customize the various color combinations by replacing Material 1 and Material 2 and Colors 1 through 4 with the respective material streams and colors.

Option 2.a: Split-color Lids; Split-color Bodies: For Split Containers that segregate Material 1 and Material 2, Contractor shall provide Split Containers with the sections of the Containers designated for Collection of Material 1 with lids that are Color 1 (compliant color) in color, and bodies that are Color 2 (any color) in color. The sections of the Containers designated for Collection of Material 2 must have lids that are Color 3 (compliant color) in color, and bodies that are Color 4 (any color) in color. Hardware such as hinges and wheels on the Split Container may be a different color.

Option 2.b: Split-color Lids; Single-color Body: For Split Containers that segregate Material 1 and Material 2, Contractor shall provide Split Containers with the sections of the Containers designated for Collection of Material 1 with lids that are Color 1 in color. The sections of the Containers designated for Collection of Material 2 must have lids that are Color 2 in color. The bodies of the Split Containers must be Color 3 (insert any color) in color. Hardware such as hinges and wheels on the Split Container may be a different color.

7. **C&D Bins and Roll-Off Boxes**. Bins and Roll-Off Boxes for Collection of C&D may be in any color, provided that the colors do not conflict with the Container color requirements of this Section 7.5 and provided that the C&D Container colors are consistent for all C&D Containers. The C&D Container color shall be reviewed and approved by the City.

8. **Colors for Other Organic Streams**

Additional Containers, or sections of Split Containers provided for Collection of additionally Source Separated Organic Waste not specified in this Section may be provided in any color, provided that the colors do not conflict with the Container color requirements of this Section ___. The examples provided below contemplate using a different color than those provided above (labeled as "Color X" for the purposes of this Model, which should be replaced with a specific color) for Collection of a specific type of Source Separated Organic Waste (insert the specific type of Organic Waste below).

Option 1: *(Color X – insert any color not specified above) Lids; Any Color Bodies. Containers for the Collection of Source Separated (insert material type) must have lids that are Color X in color and bodies that are insert any color in color. Hardware such as hinges and wheels on Color X Containers may be a different color. Guidance: An example of how this option can be used is as follows: "Maroon Lids, Gray Bodies. Containers for the Collection of Source Separated manure must have lids that are maroon in color and bodies that are gray in color. Hardware such as hinges and wheels on the maroon Containers may be a different color."*

Option 2: *(Color X) Bodies; Matching or Gray Lids. Containers for the Collection of Source Separated (insert material type) must have bodies that are Color X in color and lids that are Color X or gray in color. Hardware such as hinges and wheels on Color X Containers may be a different color.*

B. **Labeling Requirements**

SB 1383 Regulations (14 CCR Section 18984.8) specify that commencing on January 1, 2022, the City shall place a label on each new Container or lid provided to Generators specifying what materials are allowed to be placed in each Container and shall clearly indicate primary items that are Prohibited Container Contaminants for each Container. Compliance may be achieved with labels or imprinted text or graphics images. Note that the Container labeling requirements do not apply to Cities using the Performance-Based Compliance Approach. The Cities using the Performance-Based Compliance Approach may, however, choose to include this provision as a

strategy for reducing contamination to achieve the Approved/Designated Processing Facility and Gray Container Organic Waste performance standards.

Option 1: Labels on New Containers or New Lids

Commencing on or before January 1, 2022, Contractor shall place a label on each new Container body or lid that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Contract Manager for approval.

Option 2: Imprinted or In-Mold Labels for New Containers or New Lids

On or before January 1, 2022, Contractor shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Contract Manager for approval.

Option 3: Labels for Existing Containers
Labeling requirements under SB 1383 Regulations (14 CCR Section 18984.8) only apply to new Containers. Cities may include re-labeling requirements for existing Containers in addition to the requirements for labeling new Containers, but this is not required. The dates for labeling existing Containers and labeling new Containers may be different, if desired, but all new Containers must meet labeling requirements of SB 1383 Regulations (14 CCR Section 18984.8) commencing January 1, 2022.

On or before insert date, Contractor shall place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Contract Manager for approval.

Option 4: Imprinted or In-Mold Labels for Existing Containers
Labeling requirements under SB 1383 Regulations (14 CCR Section 18984.8) only apply to new Containers. Cities may include re-labeling requirements for existing Containers in addition to the requirements for labeling new Containers, but this is not required. The dates for labeling existing Containers and labeling new Containers may be different, if desired, but all new Containers must meet labeling requirements of SB 1383 Regulations (14 CCR Section 18984.8) commencing January 1, 2022.

On or before insert date, Contractor shall imprint the bodies or lids of Containers that have been provided to Customers with text or graphic images that indicate the primary materials accepted

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and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Contract Manager for approval.

Option 5: Combination of Labels and In-Mold Labels

Contractor may choose to use a combination of labels and in-mold labels. For example, Contractor may choose in-mold labels for Carts and printed labels for other Containers. Combine Options 1 and 2 to address this scenario, or if using the optional labeling of existing Containers, combine Options 3 and 4. The City may also choose to include a combination of labeling new and existing Containers (e.g., by choosing Options 1 and 3).

C. **Container Standards**

(A) Contractor's Containers shall meet the minimum standards set forth on the attached Exhibit ___.

(B) Contractor shall be responsible to maintain and replace, as necessary, all Containers.

(C) All Containers shall be maintained by Contractor in good repair, and any question as to the meaning of this standard shall be resolved by the City Manager.

(D) Contractor shall deliver Containers to each Customer at no additional charge.

(E) Contractor shall ensure it maintains an accurate list that contains the total number of Carts, Bins, and indoor recycling containers at each service address or other identifying location associated with each account and the serial number or other identifying information associated with each Cart or Bin. Contractor shall keep this list up to date at all times, provide it to City upon request, and shall include a current updated list with each annual report as set forth in Section ___. In addition, Contractor shall provide this list to City within thirty (30) days of the Service Commencement Date.

(F) Contractor shall, at Responsible Customer's request, refurbish, replace, and steam clean as necessary all Bins and Rolloff Boxes at no charge to Customers up to two times per calendar year. City may require the steam cleaning or replacement of Bins more frequently if it determines such action is needed to protect public health and safety. Additional steam cleaning or replacement shall be provided within 24 hours of notification by City or request by a Responsible Customer at a charge not to exceed the maximum rate set forth in Exhibit A hereto.

(G) Contractor shall remove any graffiti that appears on a Container within twenty-four (24) hours (Sundays and holidays excepted) after becoming aware of it at no charge to Customers.

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(H) All Bins and Rolloff Boxes shall be kept freshly painted in a uniform fashion. All Bins and Rolloff Boxes shall be identified with Contractor's name and phone number in letters not less than three inches high on its exterior so as to be visible and legible when the Container is placed for use.

(I) At a Customer's request, Contractor shall provide Bins with locking lids and locks and may charge rates to Customers for locking Bins which do not exceed the maximum rates set forth on Exhibit A.

(J) Contractor shall mark its Containers with conspicuous warning notices stating disposal of Hazardous Substances in the Containers is prohibited.

(K) Contractor is responsible for cleaning and maintaining Collection Container enclosures in a manner reasonably acceptable to City , including, but not limited to, sweeping and removing litter and debris from the floor of the enclosure after each Collection and annually steam cleaning the enclosure area.

8.10.11 Missed Pick-ups

In case of a missed pick-up called in by a Customer, Contractor shall Collect Solid Waste and Recyclable Material from such Customer by 5:00 p.m. on the day of the call if Contractor was notified before 12:00 p.m. that same day or, for calls received after 12:00 p.m., within twenty-four (24) hours after the call is received. Records of the addresses of all missed pick-ups shall be maintained by Contractor, and shall be reported to City on a monthly basis in accordance with Section 23.1. If Contractor demonstrates to the satisfaction of the City Manager a pattern of ongoing late "set-outs" by a given Customer, missed pick-ups resulting from late set-outs by that Customer shall not be counted as missed pick-ups in evaluating Contractor's performance hereunder. The Customer service phone system required by Section 10.8.2 hereof is intended, among other things, to serve as a "hotline" for Customers to call in the event Solid Waste placed for Collection is not Collected by Contractor and to facilitate having such Solid Waste Collected as soon as reasonably possible, and in no event later than as required by the provisions hereof.

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8.10.12 Record of Non-collection

As more fully set forth herein, Contractor shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous materials) or which are commingled with such materials. Whenever Contractor determines not to Collect any Solid Waste deposited for Collection, Contractor shall leave a tag at least 2" by 6" in size, indicating the reason for Contractor's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). The tag shall provide Contractor's business name and its local telephone number and shall be securely fastened to the Container or the article refused. Contractor shall maintain a record of all such taggings at its place of business. Such record shall contain the date of such notice, street address, reason for non-collection, and a summary of any communications between Contractor and the Customer involved. Such record shall be retained and reported to the City on a monthly

basis in accordance with Section ___. Contractor shall follow-up with all Customers receiving a tag for non-collection by telephone within twenty-four (24) hours.

8.10.13 Commercial Bulky Item Service

Contractor shall provide Bulky Item Collection services to Commercial Customers on an on-call basis. Contractor may charge rates for such services. Bulky Item Collection service calls shall be responded to within a reasonable time but not longer than seven (7) days from the date of the Customer's call for service. Contractor shall produce, keep current, and provide public information specifically outlining the Bulky Item pick-up service. Bulky Items Collected pursuant to this Section are subject to the diversion and handling requirements set forth in Sections ___ and ___.

8.10.14 Scout and/or Push Out Services

Certain Commercial Premises within the City Limits are uniquely configured such that Contractor may determine that a smaller vehicle may be needed to retrieve a Customer's Container in order for a regular Collection vehicle to service the Container ("Scout Service"). Certain Commercial Premises may be configured such that a Customer's Container must be manually moved in order to be serviced by a Collection Vehicle ("Push Out Service"). Contractor shall provide Scout Service and/or Push Out Service to Commercial Premises as it deems appropriate, however Contractor may not charge for either Scout Service and/or Push Out Service.

8.11 Other Collection Programs as May Be Required by Law

In the event CalRecycle, or any federal, state, or local law or regulation, imposes upon City or Contractor a requirement for the implementation of any source separated program for the Collection of any waste material (whether or not meeting the definition of Solid Waste hereunder) not already covered by this Agreement, whether Commercial or Residential in nature, Contractor shall design and present a program to City to comply with such requirement, which program shall meet the City Manager's reasonable approval ("Proposed Program"). Except with respect to programs which are required due to Contractor's failure to achieve the diversion requirements set forth herein (which programs are subject to Section _____) at such time as (if) any such Proposed Program is implemented, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit A in order to compensate Contractor for implementing said Proposed Program.

In determining a fair and reasonable rate adjustment, City may consider the cost to Contractor in providing the Proposed Program. If City and Contractor cannot agree on a rate adjustment for the Proposed Program within ninety (90) days from the date City first requests Contractor design and present the Proposed Program to City , then City may enter into an agreement with another party for the services that would be provided by Contractor's Proposed Program and Contractor agrees that the Proposed Program shall be exempt from the exclusivity granted to Contractor in this Agreement.

8.12 Contractor shall present the Proposed Program within sixty (60) days of a request to do so by City. The Proposed Program shall include a detailed description of the following:

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(1) Containers to be used and method of Collection; (2) equipment to be used (e.g., vehicle number, models, capacity, and age); (3) number of employees required for the Proposed Program; (4) materials to be Collected; (5) promotional and public education materials; (6) a two-year projected financial analysis of the Proposed Program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions; and (7) any other information required by City to evaluate the Proposed Program. Temporary Services

Contractor shall provide Temporary Services on an on call basis to any Customer requesting such service pursuant to the following conditions:

(A) Bins and Roll off Boxes utilized in connection with Temporary Services shall meet the minimum standards set forth herein.

(B) Temporarily placed Bins may be used for small cleanup type projects at Single Family and Multi-Family Dwellings; provided, however, Bins used for such purposes shall not remain at the same address for a period that exceeds two consecutive weeks. Bins may not be placed in any public rights-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable. Bins placed in City 's rights-of-way shall be subject to such requirements as may be imposed by City, including without limitation the payment of fees as may be adopted by the City Council, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devises which, to the satisfaction of the City Manager, make such Bins reasonably visible to vehicle traffic at night.

(C) Contractor shall work with Customers requesting construction and demolition debris Collection services to ensure that requirements under the City 's ordinance regulating the recycling and disposal of construction and demolition waste are met, including, but not limited to, ensuring that each covered project meets the minimum required diversion level. Contractor agrees to comply with all provisions of the ordinance, as may be amended from time to time, and to provide services for construction contractors in City as may be contemplated by any such ordinance at no charge (such as assistance in preparing plans for the collection, recycling and disposal of construction and demolition waste in accordance with this Agreement and providing data for reporting to the City).

(D) In addition to complying with any related requirements that may exist in any ordinance which may be in effect in City regulating construction and demolition waste, including specific diversion levels that may be required by any such ordinance, Contractor shall make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert materials. Towards this end, Contractor shall make available to Customers involved in construction separate containers within which to Collect different types of marketable materials, such as dirt, steel, concrete and wood.

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8.12.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City 's Source Reduction and Recycling Element (the "SRRE"), that it is familiar with City 's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth on the attached Exhibit A (including if it implements new programs to achieve such goals which are not called out herein). Stated otherwise, Contractor acknowledges that it is responsible for ensuring that its various programs achieve the diversion requirements hereunder, and that it may be required to modify its programs from time to time, at no additional cost to the City or Customers, to meet such diversion requirements. Contractor specifically acknowledges that the City 's current mandated diversion goal as set forth pursuant to the Applicable Laws is fifty percent (50%), and that this is subject to possible modification.

8.12.2 Mutual Cooperation

City and Contractor shall reasonably cooperate in good faith with all efforts by each other to meet City 's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws. In this regard, City 's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting diversion goals, or other exceptions from the terms of AB 939 and other Applicable Laws.

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8.12.3 Waste Reduction and Program Implementation

Contractor shall implement the programs identified in the SRRE immediately upon the Service Commencement Date hereof, and will implement any programs required by any amendments or modifications thereto. In meeting this obligation Contractor shall be mindful of and comply with all requirements of the County Agreement, including specifically, without limitation, the requirements thereof generally relating to (i) the delivery of Solid Waste only to transfer stations that provide quarterly certifications of Solid Waste delivered, and (ii) the disposal of residual Solid Waste that remains after recycling processes have been completed. On and after the Service Commencement Date, Contractor shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City 's AB 939 related filing and reporting requirements to CalRecycle and to the County of Orange throughout the Term of this Agreement wherein City 's performance under the above programs shall be set forth in detail. Contractor shall be responsible to prepare, or assist City with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939. Contractor shall reimburse City for any costs City incurs in appearing before CalRecycle and/or the County of Orange in relation thereto.

8.12.4 Guarantee and Indemnification

Contractor warrants and guaranties that it will carry out its obligations under this Agreement such that: (i) both it and City will at all times be in compliance with the requirements of all Applicable Laws including specifically AB 939 and SB 1383, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, SB 1383 and all amendments thereto. In this regard, Contractor agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

(A) to the extent legally permitted, defend, with counsel approved by City , indemnify, and hold harmless City and City 's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) Contractor fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or any Applicable Laws and such failure or refusal prevents or delays City from submitting reports required by Applicable Laws in a timely manner; or (2) the source reduction and recycling goals, diversion goals, program implementation requirements, or any other requirements of Applicable Laws are not met with respect to the waste stream Collected under this Agreement;

(B) assist City in responding to inquiries from CalRecycle;

(C) assist City in preparing for, and participating in, any review of City 's SRRE pursuant to Applicable Laws;

(D) assist City in applying for any extension if so directed by City ;

(E) assist City in any hearing conducted by CalRecycle relating to City 's compliance with Applicable Laws;

(F) assist City with the development of and implement a public awareness and education program that is consistent with the City 's SRRE, as well as any related requirements of Applicable Laws;

(G) provide City with recycling, source reduction, and other technical assistance related to compliance with the Applicable Laws;

(H) defend, with counsel acceptable to City, City and City 's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to AB 939 and SB 1383;

(I) be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 939's diversion requirements, or violation of any other provision of the Applicable Laws, arising from or in any way related to Contractor's performance of its obligations under this Agreement.

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8.12.5 Guaranteed Minimum Contractor Recycling Rate

Contractor shall divert a minimum of fifty percent (50%) of all Solid Waste it Collects under this Agreement for each calendar year beginning January 1, 2022 ("Recycling Diversion Requirement"). Diversion of materials not Collected by Contractor shall not be counted towards meeting the Recycling Diversion Requirement. For the purposes of this section, Contractor diversion includes only Recycling methods, Transformation, and/or other forms of landfill diversion which are accepted by the State toward meeting the City 's diversion goal under AB 939. Contractor shall not be entitled to a reduction in the Recycling Diversion Requirement, or a rate adjustment, if or when:

- Transformation or other facilities are no longer available for any reason;
- CalRecycle diversion credit under AB 939 or other Applicable Laws is no longer provided for Solid Waste sent to a Transformation facility; or
- CalRecycle diversion credit under AB 939, AB 1594, or other Applicable Laws expires for Green Waste used as alternative daily landfill cover.

To comply with this section, Contractor is required to submit timely tonnage reports supporting the Recycling Diversion Requirement, and to provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with Section ___ and/or termination of this Agreement pursuant to Section ___.

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8.12.6 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of AB 939. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City , to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of AB 939.

SECTION 9. OTHER SERVICES

9.1 Transfer, Processing, and Disposal

Cities secure Transfer, Processing, and Disposal services using different approaches that impact the requirements of the Contractor. For this reason, two different contract options are provided. The first option addresses a situation in which the City relies on their franchise hauler to provide or arrange for the Facilities needed. The second option addresses scenarios in which City s: (i) separately contract for Facility services directly with the Facility operator; and/or, (ii) own or participate in ownership of Facilities. Since several Facilities are often used to meet the Transfer, Processing, and Disposal needs, Cities often use a combination of these approaches. The City might contract these services to a variety of entities or combination of entities, either directly or

through their Solid Waste franchisee(s). Cities will likely need to customize the language to fit their specific circumstances, which may involve using a combination of the approaches, if some Facilities are selected by hauler and others by the City.

The options presented below reflect an assumed set of Facility types that complies with SB 1383 Regulations, including, but not limited to 14 CCR, Division 7, Chapter 12, Articles 2 and 3, and 14 CCR Division 7, Chapter 3, Article 6, for the different Collection system options. Organic Waste may be sent to other types of Facilities or activities provided such Facilities or activities constitute a reduction in Landfill Disposal pursuant to SB 1383 Regulations (14 CCR Section 18983.1(b)).

Option 1: Selection of Facilities by Contractor

A. Contractor shall Transport all Discarded Materials to the Approved Facility(ies) specified in Exhibit E and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this Section and Exhibit E. The Approved Facilities shall comply with the following requirements.

Option 1A: Three-Container System (Blue, Green, and Gray Containers) (Standard Compliance Approach)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste Collected in accordance with this Agreement. *Include only if some Discarded Materials will be sent to a Transfer Facility and then to the Processing Facility or Disposal Facility.*

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Recyclables Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be a Facility that Processes Single-Family, Multi-Family, and Commercial SSGCOW to recover Source Separated Organic Waste.

4. **Approved Disposal Facility (Gray Containers)**. Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Single-Family, Multi-Family, and Commercial Gray Container Waste Collected in accordance with this Agreement for Disposal. *Include this subsection if the three- or three-plus-Container system does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is allowed to be Collected in the Gray Container, and use instead the Approved High Diversion Organic Waste Processing Facility subsection below.*

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Guidance for Option 1A: The City using a three- or three-plus-Container Collection system that does not allow Organic Waste, such as Food Waste to be Collected in the Gray Container is not required to deliver its Gray Container Waste to a High Diversion Organic Waste Processing Facility. However, the City may voluntarily choose to send its Gray Container Waste to such a facility, in which case the City shall also include Approved High Diversion Organic Waste Processing Facility from below.

5. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. *Include this subsection if the three- or three-plus-Container system allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is not allowed to be Collected in the Gray Container, and use instead the Approved Disposal Facility subsection above.*

Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e), for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1B: Three-Container System (Blue, Green, and Gray Containers) (Performance-Based Compliance Approach, which specifies Facility types/standards for Source Separated Recyclable Materials and Organic Waste Processing)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste Collected in accordance with this Agreement. *Include only if some Discarded Materials will be sent to a Transfer Facility and then to the Processing Facility or Disposal Facility.*

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Source Separated Recyclable Materials Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be a facility that: (i) Processes Single-Family, Multi-Family, and Commercial SSGCOW Collected in accordance with this Agreement; and, (ii) is a "transfer/processor" or "composting operation" or "composting Facility" as defined within the definition of "Designated Source Separated Organic Waste Processing Facility" in 14 CCR Section 18982(a)(14.5). *Per SB 1383 Regulations*

(14 CCR Section 18982(a)(14.5)), note that the composting operation or composting Facility shall be as defined by 14 CCR Section 18815.2(a)(13), which includes in-vessel digestion operations and Facilities. In addition, the composting and in-vessel operations or Facilities must be a Facility that demonstrates that the percent of the material removed for Landfill Disposal that is Organic Waste is less than twenty percent (20%) on and after January 1, 2022 and less than ten percent (10%) on and after January 1, 2024; and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.57.

4. **Approved Disposal Facility (Gray Containers)**. Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Single-Family, Multi-Family, and Commercial Gray Container Waste Collected in accordance with this Agreement for Disposal. *Include this subsection if the three- or three-plus Container system does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is allowed to be Collected in the Gray Container, and use instead the Approved High Diversion Organic Waste Processing Facility subsection below.*

Guidance for Option 1A: The City using a three- or three-plus Container Collection system that does not allow Organic Waste, such as Food Waste to be Collected in the Gray Container is not required to deliver its Gray Container Waste to a High Diversion Organic Waste Processing Facility. However, the City may voluntarily choose to send its Gray Container Waste to such a Facility, in which case the City shall include Approved High Diversion Organic Waste Processing Facility language below.

5. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. *Include this subsection if the three- or three-plus-Container system allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is not allowed to be Collected in the Gray Container, and use instead the Approved Disposal Facility subsection above.*

Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e), for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1C: Two-Container System for Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials and Mixed Waste Collected in

accordance with this Agreement. *Include only if some Discarded Materials will be sent to a Transfer Facility and then to the applicable Processing Facility.*

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Source Separated Recyclable Materials Processing Facility shall be a facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. *Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty percent (50%) between January 1, 2022 and December 31, 2024, and seventy-five percent (75%) after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.*

Option 1D: Two-Container System for SSGCOW and Mixed Waste (Green and Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial SSGCOW and Mixed Waste Collected in accordance with this Agreement. *Include only if some Discarded Materials will be sent to a Transfer Facility and then to the applicable Processing Facility*

2. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be an Organic Waste Processing Facility that Processes Single-Family, Multi-Family, and Commercial SSGCOW to recover Source Separated Organic Waste.

3. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. *Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.*

B. **Allowable Organic Waste Facilities**. If Contractor is interested in Transporting Discarded Materials to a type of Facility that is not described above, Contractor shall obtain written approval from the City Contract Manager and such Facilities or activities shall constitute a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b). If Contractor is interested in using a Facility, operation, or activity not listed above and not specifically identified in 14 CCR Section 18983.1(b), Contractor shall be responsible for securing the necessary approvals from CalRecycle, pursuant to 14 CCR Section 18983.2, that the Facility's process or technology constitutes a reduction in Landfill Disposal prior to the City 's final approval of such Facility or activity.

C. **Guaranteed Capacity and Facility Standards**. Contractor shall guarantee Transfer, Processing, and Disposal capacity at the Approved Facility(ies) to receive all Discarded Materials Collected by the Contractor throughout the Term of the Agreement and shall comply with Facility standards specified in Exhibit ___.

D. **Other Facility Provisions**. Exhibit ___ describes other Facility provisions including, but not limited to, use of Alternative Facilities, contamination monitoring of Discarded Materials received at the Approved Facilities, emergency conditions, and more.

E. **Transportation and Facility Costs**. Contractor shall pay all costs for the Transport, Transfer, Processing, and/or Disposal of Discarded Materials Collected in accordance with this Agreement. Contractor's compensation for such services is included in the Rates charged to Customers.

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F. **Subcontractor**. *There may be other forms of arrangements between a Facility and a Contractor/City other than a Subcontractor, and subcontracting is optional; however, subcontracting is a common example of such a relationship and an example provision has been provided for that purpose.* If the Contractor does not own or operate one or more of the Approved Facilities, Contractor shall enter into a subcontract agreement with the owner or operator of such Approved Facility(ies) and the requirements of Section 6.1 and Exhibit E shall pertain to the Subcontractor. In addition, Subcontractor requirements or obligations related to indemnification (Section 11.1) and insurance requirements (Section 11.2) shall apply, as well as any other Subcontractor requirements or obligations stated in other sections of this Agreement.

G. **Transportation to Non-Approved Facilities Prohibited.** If Contractor Transports Discarded Materials to a Facility other than the Approved Facility(ies) or an Alternative Facility without prior City approval, Contractor's failure to comply may result in assessment of Liquidated Damages pursuant to Section 12.7 and Exhibit F.

9.2 City reserves right to direct use of City -Designated Facility at a later date

Contractor agrees that the City Council may, upon making a finding of public health, safety, well-being, or benefit, direct Contractor to deliver any or all Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste Collected within the City to any type of Designated Facility, as City may designate. Such a change shall be considered the City -directed change in scope and handled in accordance with provisions in Section 4.4. The Residue remaining after Processing, or recovery of Source Separated Recyclable Materials,

SSGCOW, and C&D shall be subject to the Council's authority to direct Disposal at a Disposal Facility designated by the Council. City shall reserve the right to direct such Residue in accordance with the Council's direction in any agreement with the Facility operator of any Transfer Facility or Processing Facility where Contractor delivers Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste. Contractor agrees to Transport Discarded Materials to the Designated Facility(ies) designated by the Council, commencing no later than _____ (___) days from receipt of notice from the City Manager.

9.3 Contamination Monitoring

SB 1383 Regulations (14 CCR Section 18984.5) require contamination monitoring for Cities with three-, three-plus-, and two-Container systems. The provisions below are provided for such purpose. SB 1383 Regulations (14 CCR Section 18984.5(a)) do not require contamination monitoring for one-Container systems for the Standard-Compliance Approach. Cities with a one-Container system may choose to include a contamination monitoring process for identification of Excluded Waste, but this is not required by, nor specified in the SB 1383 Regulations.

Four contamination monitoring subsections are provided in this Section ___.

- Section ___ provides general requirements on contamination monitoring including Container inspections methods, actions to be taken upon identification of Prohibited Container Contaminants, and Disposal of contaminated materials.

- Section ___ describes optional, ongoing contamination monitoring services that are not explicitly required by SB 1383 Regulations, but the City may want to include, and which may be provided by the Contractor as a routine course of providing its services under the Agreement.

- Section ___ provides the option to use Hauler Route reviews, pursuant to 14 CCR Section 18984.5(b), to meet the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5).

- Section ___ provides the option to use waste evaluations, pursuant to 14 CCR Section 18984.5(c), to meet the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5).

Additional guidance notes within each subsection explain the circumstances in which each subsection is applicable. Cities using the Standard-Compliance Approach have the option of conducting Hauler Route reviews (described in Section 6.2.3) or waste evaluations studies (described in Section 6.2.4) for contamination monitoring. The City should select one of these approaches and remove the subsection of the unused option.

Cities using the Performance-Based Compliance Approach are required to conduct contamination monitoring; however, they are specifically required to perform waste evaluations studies (described in Section 6.2.4) pursuant to 14 CCR Section 18984.5(c), rather than Hauler Route reviews (described in Section 6.2.3). Given this regulatory requirement, Cities using the

Performance-Based Compliance Approach should delete Section 6.2.3.

SB 1383 Regulations (14 CCR Section 18984.5(g)) state that nothing in the regulations limits the City from adopting contamination standards, sampling, or noticing protocols that are more stringent or rigorous than the Container contamination minimization requirements of SB 1383 Regulations (14 CCR Section 18984.5). Cities may want to exceed the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5) to manage contamination levels to achieve their goals for reduction in Landfill Disposal and/or high quality and marketability of Recycled products and Compost, etc.

9.5.1 Contamination Monitoring Procedures

A. **General**. This Section presents inspection method(s) for Prohibited Container Contaminants to be used by the Contractor in conducting contamination monitoring required by Sections ___and ___.

B. **Container Inspection Methods**.

In this subsection, three Container inspection methods are presented for Contractor's monitoring of the presence of Prohibited Container Contaminants in Containers. Option 1 involves physical Container inspection by opening the Container lids and examining the Discarded Materials; Option 2 involves visual inspection using cameras on-board the Collection vehicle to view images of Discarded Materials; and, Option 3 involves remote visual inspections using cameras installed in Containers to view and analyze digital images of Discarded Materials. Cities may choose one or more of the options (e.g., City may select one option for Single-Family Customers and another for Multi-Family and Commercial Customers; or may select different options for different material types).

1. **Option 1:** Physical Container Inspections. When Contractor's Hauler Route personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section ___.

2. **Option 2:** Visual Inspections via On-Board Monitoring System. For Collection vehicles with automated Collection service, the Collection vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's Hauler Route personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section ___.

   The next day on which that Customer is to receive service, the Contractor's Hauler Route personnel shall dismount the Collection vehicle, lift the lid of the Container, and visually inspect the contents of the Container. If the Contractor's Hauler Route personnel determines that the Container again contains Prohibited Container Contaminants,

Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section ___.

3. **Option 3:** Visual Inspection via Remote Monitoring.

   a. Contractor shall install camera equipment in Containers and use a cloud-based software that will enable Contractor, City , and/or other applicable enforcement personnel to monitor and examine the contents of Single-Family, Multi-Family, and/or Commercial Containers using digital photographic images obtained from the cameras installed in the Containers. The digital images shall be maintained and accessible for examination through the Contractor's cloud-based software platform. Contractor will perform regular and frequent remote monitoring of each Container, automatically, manually, or in combination using the remote monitoring system.

   b. The Container monitoring system will capture digital pictures multiple times each day of the contents of the Container to document and visualize various layers of material in the Container. Capturing multiple digital pictures is necessary to detect Prohibited Container Contaminants throughout the Container. Contractor shall capture no less than ___ (__) digital pictures per Container per day, at time intervals of no less than _____ (___) minutes/hours.

C. **Actions upon Identification of Prohibited Container Contaminants**.

1. **Record Keeping**. The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray Container); and maintain photographic evidence, if required. Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the documentation if the on-board computer system did not automatically update the Customer's account record.

2. I**dentification of Excluded Waste**. If Contractor's personnel observe Excluded Waste in an uncollected Container, the Contractor's personnel shall issue a non-Collection notice for this Container in accordance with Section ___and shall not Collect the Discarded Materials that contain Excluded Waste. Contractor's personnel shall record that observation in accordance with Section ___and immediately inform their route supervisor. Contractor shall follow protocols specified in Sections ___and ___. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.

SB 1383 Regulations (14 CCR 18984.5(b)(1)) require that upon finding Prohibited Container Contaminants in a Container, the City, shall notify the Generator of the violation. The notice shall, at a minimum, include information regarding the Generator's requirement to properly separate materials into the appropriate Containers and may include photographic evidence of the violation. The notice may be left on the Generator's

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container, gate, or door at the time the violation occurs, and/or be mailed, e-mailed, or electronically messaged to the Generator. Subsections C.3 through C.5 provide examples of noticing options, including a combination of courtesy pick-up notices, contamination processing fees, and non-collection notices. Cities are advised to review these options and select one or more that best fits their desired response to contaminated Containers, ensuring the above noticing requirements are included here and/or in subsequent Sections.

3. **Courtesy Pick-Up Notices**. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following ___ (_) instances (See guidance in subsection C.4 below) Contractor may assess contamination Processing fees or issue a non-Collection notice; and, (v) may or shall include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City 's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with Gray Container Waste/Mixed Waste and Transport the contaminated materials to the appropriate Approved/Designated Facility for Disposal/ Processing.

SB 1383 Regulations (14 CCR Section 18984.5(b)(2)) specify that if the City observes Prohibited Container Contaminants in a Generator's Collection Container(s), it may Dispose of the Container's contents. The last sentence of the above subsection demonstrates an example provision that can be modified to either require the Contractor, as the City 's designee, to Process the materials or allow for Disposal of the materials.

4. **Notice of Assessment of Contamination Processing Fees**. If the Contractor observes Prohibited Container Contaminants in a Generator's Container on more than ___ (_) consecutive occasions and issued courtesy pick-up notices on each of those occasions, the Contractor may impose a contamination Processing fee of $___ (which will be adjusted annually pursuant to Section 10). Contractor shall notify the City in its monthly report of Customers for which contamination Processing fees were assessed. Contractor shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City 's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be

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charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the City Contract Manager.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved/Designated Facility for Processing.

The above subsection shall be included by Cities that want contamination Processing fees to be assessed, which is not required under SB 1383 Regulations. Notwithstanding the City enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), the SB 1383 Regulations (14 CCR Section 18984.5(b)(3)) do not require Cities to impose administrative civil penalties on Generators for violation of Prohibited Container Contaminants requirements. If choosing to include these optional fees, Cities should modify this section to specify the conditions and procedure for issuance of the fees. For example, a fee could be assessed per instance of observed Prohibited Container Contaminants or could be assessed after a certain number of consecutive instances. The contamination Processing fee intends to support with the Contractor's additional costs to Process contaminated material, and should correlate with those additional costs. The contamination Processing fees shall not be construed as a Generator penalty for improper sorting or an action to impose a civil penalty on behalf of the City. Cities are advised to consult with their legal counsel regarding the structure and assessment of contamination processing fees, if including. If not including such fees, City should delete this Section 6.2.1.C.4, reference to fees in subdivision (iv) of Section 6.2.1.C.3, subdivision (iv) of Section 6.2.1.C.5, and anywhere else where contamination Processing fees are mentioned in the Agreement.

5. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a non-Collection notice to the Generator. The non-Collection notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left or issued; (iii) describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and, (iv) provide a warning statement that a contamination Processing fee may be assessed if Prohibited Container Contaminants are observed on more than ____ (_) consecutive occasions. The non-Collection notice may or shall include photographic evidence of the violation(s). *SB 1383 Regulations (14 CCR Section 18984.5(b)(3)) do not require the assessment of contamination Processing fees (see guidance in Section 6.2.1.C.4 above for details). If City does not intend to allow for such fees, the City should delete item (iv) in the paragraph above, and other areas where contamination Processing fees are mentioned (see guidance in Section 6.2.1.C.4 above). If retaining provisions regarding contamination Processing fees, City should specify the conditions and procedure for issuance of the fees. For example, a fee could be assessed per instance of observed Prohibited Container Contaminants or could be assessed after a certain number of consecutive instances, and the City should revise this subsection accordingly.*

The Contractor's notice of non-Collection may be left attached to or adhered to the Generator's Container, or at the Premises' door or gate at the time the violation occurs, or subject to City 's approval, may be delivered by mail, e-mail, text message, or other electronic message.

Contractor shall submit a sample of its non-Collection notice to the City Contract Manager for approval prior to implementing use of it with Customers.

6. **Communications with Customer**. Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within ___(__) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss, and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

7. **Contractor Return for Collection**. Upon request from Customer, Contractor shall Collect Containers that received non-Collection notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City -approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

D. **Disposal of Contaminated Materials.** If the Contractor observes Prohibited Container Contaminants in a Generator's Container(s), Contractor may Dispose of the Container's contents, provided Contractor complies with the noticing requirements in Section 6.2.1.C.5 above. *If the City does not want to allow for Disposal of the contents of Containers with Prohibited Container Contaminants, this section should be deleted, and City shall retain prior sections requiring Contractor to leave materials and issue non-Collection notices or requiring Collection of the materials and the optional assessment of contamination Processing fees*.

9.5.2 Ongoing Contamination Monitoring

This Section on ongoing contamination monitoring is applicable to all types of Collection systems (three-, three-plus-, two-, and one-Container systems). It is optional and not required by SB 1383 Regulations. Cities can keep and modify the language or delete this Section entirely.

A. **Route Personnel Monitoring**. Contractor shall assist on an ongoing basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts in Section 6.3 and through on-going

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monitoring of the contents of Collection Containers. The ongoing Container monitoring shall be performed by Contractor using the method described in Section 6.2.1.B.

B. **Periodic Sampling and Sorting**

The following Hauler Route monitoring involves "pad" sampling where samples are taken and sorted on a pad to identify contamination. This monitoring is optional and is not required by SB 1383 Regulations. It is provided as an example for Cities that want to go above and beyond the regulatory requirements.

Contractor shall implement a monthly contamination monitoring program of Source Separated Recyclable Materials and SSGCOW that involves Contractor's performance of visual inspections of aggregate Collection vehicle contents from City Hauler Routes to assess the level of Prohibited Container Contaminants. This shall be conducted through a "pad inspection" in which Source Separated Recyclable Materials or SSGCOW from a Collection vehicle are emptied onto a pad at the Approved/Designated Facility and an assessment of the Prohibited Container Contaminants is made. Up to _____ (___) visual pad inspections shall be performed by Contractor once a month/quarter/year, targeting different Hauler Routes. Based on pad inspection results, Contractor shall perform targeted outreach to Customers on the City Hauler Routes found to have Prohibited Container Contaminants in excess of the standards agreed upon by the Contractor and City. Outreach shall take the form of Hauler Route-level direct mailings to highlight common Prohibited Container Contaminants and to provide instruction on proper separation of Discarded Materials. Contractor shall maintain records and provide reports monthly regarding contamination inspections in accordance with Exhibit G.

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9.5.3 Contamination Monitoring (Hauler Route Review Option)

Cities using the Standard-Compliance Approach with a three-, three-plus-, or two-Container system must conduct contamination monitoring pursuant to SB 1383 Regulations (14 CCR Section 18984.5), which identify two options for fulfilling the contamination monitoring requirements. Example language for the first option is presented in this Section 6.2.3 describing the Hauler Route review compliance option pursuant to 14 CCR Section 18984.5(b). The second option, waste evaluations, is presented below.

A. **Option 1: Hauler Route Review Contamination Monitoring by City or Its Designee**

1. **Methodology and Frequency**. Commencing on or before January 1, 2022, the City , or their third party designee, shall conduct Hauler Route reviews for Prohibited Container Contaminants in a manner that is deemed appropriate by the City ; complies with 14 CCR Section 18984.5(b), Municipal Code, and other Applicable Law; and results in all Hauler Routes being reviewed annually.

2. **Notices by City or Its Designee**.

   a. Option 1A: Written Notice: Upon finding Prohibited Container Contaminants in a Container, the City , or its designee, intends to notify the Generator by attaching or adhering a notice, courtesy pick-up notice, notice of assessment of a

contamination Processing fee, and/or non-Collection notice to the Generator's Container(s), gate, or door; or, by mailing the notice to the Generator.

b. Option 1B: Digital Notice: Upon finding Prohibited Container Contaminants in a Container, the City , or its designee, intends to notify the Generator by emailing, texting, or otherwise electronically messaging a digital courtesy pick-up notice, digital notice of assessment of a contamination Processing fee, and/or digital non-Collection notice to the Generator. The City shall notify the Contractor as soon as possible when a notice is sent, and provide a copy of the notice.

3. **Hauler Response to Notices**.

a. **Option 1:** Action when City/designee Provides Courtesy Notices or Notices of Assessment of Contamination Processing Fees. When City , or its designee, identifies Containers with Prohibited Container Contaminants, City , or its designee, may attach or adhere courtesy pick-up notices or notices of assessment of a contamination Processing fee to the Generators' Containers, gates, or doors (or narrow these notice location options for more specifiCity) or send the notice by mail, email, text message, or other electronic message, with notification to the Contractor that such notification has been sent. In such case, Contractor is instructed to Collect the contaminated Source Separated Recyclable Materials or SSGCOW in these Containers and Transport the material to the appropriate Approved/Designated Facility for Processing of the Source Separated Recyclable Materials or SSGCOW. In cases when a courtesy notice is provided and Prohibited Container Contaminants are observed, Contractor may Collect the contaminated materials with Gray Container Waste/Mixed Waste and Transport the materials to the Approved/Designated Facility for Disposal/Processing.

b. **Option 2:** Action when City /designee Provides Non-Collection Notices. When City , or its designee, identifies Containers with Prohibited Container Contaminants, City , or its designee, may attach or adhere non-Collection notices to the Generators' Containers, gates, or doors (or narrow these notice location options for more specificity), or send the notice by mail, email, text message, or other electronic message, with notification to the Contractor that such notification has been sent. In such case, Contractor is instructed not to Collect the contaminated Containers.

4. **Record Keeping and Billing**. City, or its designee, will maintain records of the non-Collection notices, courtesy pick-up notices, and contamination Processing fee notices. City, or its designee, will provide a list of Customers with contamination Processing fee assessments on a monthly basis to Contractor for Contractor's inclusion of contamination Processing fees on Customer bills pursuant to Section 6.6. *Include the last sentence only if Contractor provides Customer billing services and City wishes to include contamination Processing fees, which are optional.*

5. **Hauler Cooperation Required**. Contractor shall cooperate with all Hauler Route reviews or other contamination monitoring processes conducted by the City, or its

designee. Contractor's cooperation may include, but is not limited to: providing data, equipment, revised Hauler Route sequencing or timing (as reasonably requested), and/or training necessary for City staff on Hauler Route safety and conduct of Container inspections. Upon City request for information or support, Contractor shall provide a response to City requests in a timely manner, not to exceed seven (7) days from receipt of the request.

B. **Option 2:** Hauler Route Review Contamination Monitoring by Contractor

1. **Methodology and Frequency**

Commencing on or before January 1, 2022, the Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor; is approved by the City ; and, is conducted in a manner that results in all Hauler Routes being reviewed annually or more frequently.

The Contractor shall conduct Hauler Route reviews that include inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of _____ percent (___%) of Containers on each and every Hauler Route are inspected annually. The Containers shall be randomly selected by (insert method if desired).

Contractor shall develop a Hauler Route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Hauler Route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each Hauler Route's annual review. Contractor's proposed Hauler Route review methodology shall include not only its plan for Container inspections, but may or shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. City and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the City and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional Hauler Route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the City , the Contractor shall, at the expense of the City , revise the methodology and implement the necessary changes using the revised procedure.

The City 's Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the Hauler Route reviews by the City. In addition, Contractor shall provide an email notice to the City 's Contract Manager no less than ten

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(10) Working Days prior to each scheduled Hauler Route review that includes the specific time(s), which shall be within the City 's normal business hours, and location(s).

2. **Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials**.

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Sections ___.

3. **Quarterly Reporting Requirements**.

Contractor shall maintain records and report to the City quarterly on contamination monitoring activities and actions taken, in accordance with Exhibit G.

C. **Option 3:** Combination of Monitoring by Contractor and City or Third Party

9.4 Education and Outreach

Education by Contractor

A. **General**. In order to promote public education, Contractor shall create all public education materials and conduct education programs and activities described in this Section at its expense.

B. **Program Objectives**. Contractor's public education and outreach strategy shall focus on improving Generators' understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided public education and outreach, which shall include all content required by this Section 6.3, should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's reliance on Contractor-provided Gray Container Waste/Mixed Waste service and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts

C. **Contractor Cooperation and/or Support for City Educational Efforts.** Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about

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the integrated waste management system. Contractor shall cooperate and coordinate with the City Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

Contractor shall obtain approval from the Contract Manager on all Contractor-provided public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. City shall have the right to request that Contractor include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld. The City reserves the right to direct the Contractor to modify the education and outreach program at any time.

D. **Annual Education Plan.** Annually, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. The annual public education plan shall present the education activities for the upcoming calendar year and shall be submitted with the Contractor's annual report in accordance with Exhibit G. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 6.3.E) will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan. City Contract Manager shall be allowed up to thirty (30) days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit F. Each Business Day that the plan is late shall count as a single event/activity.

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E. **Education Requirements during Program Implementation/Roll-Out.**

The City may wish to have certain education requirements during the implementation and transition phase of any new programs created for compliance with SB 1383 Regulations that differ from on-going or annual education requirements. For example, an additional education campaign could be launched during the implementation phase of new SSGCOW Collection programs, but not required for the full duration of the contract.

Beginning on the Effective Date of this Agreement and through insert timeframe, Contractor shall conduct an education campaign focused on informing Customers of the Collection program changes that will commence on insert timeframe. At a minimum, Contractor shall perform the activities listed below and shall perform

these services in a manner that complies with requirements of this Section 6.3 and 14 CCR, Division 7, Chapter 12, Article 4.

1. Prepare and distribute an initial mailer to all Customers explaining the change from the existing hauler to the new Contractor (if applicable), changes from the existing Collection programs to new programs, Hauler Route changes, dates of program implementation, Recycling and Landfill Disposal reduction programs available, special services available, holiday Collection schedules, proper handling and disposal of Household Hazardous Waste, Contractor's contact information, and any additional education and outreach information specified in 14 CCR, Division 7, Chapter 12, Article 4. The initial mailer shall be printed and mailed or hand delivered to Customers, and shall also be made available in an electronic format through the Contractor's website. Contractor may provide a Customer with an electronic version of the initial mailer, rather than a printed version, if specifically requested by the Customer.

2. Prepare a "how-to" flyer describing how to prepare Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and Mixed Waste for Collection and describe the acceptable materials that can be included in the Blue and Green Containers, as well as non-allowable materials. The flyer should emphasize any new types of Source Separated Recyclable Materials to be included in Blue Containers and the new Food Waste Collection program. Prepare separate flyers for Single-Family, Multi-Family, and Commercial Customers addressing their unique service conditions. The flyers shall be printed and distributed to each Customer, as well as made available in an electronic format through the Contractor's website. The Contractor shall provide a sufficient number of flyers to each Multi-Family property manager for their distribution to each tenant unit. Contractor may provide a Customer with an electronic version of the flyer rather than a printed version, if specifically requested by the Customer.

3. Prepare printed signage and posters describing Collection programs and distribute to Multi-Family property managers and Commercial Customers for on-site use.

4. Prepare an instructional packet identifying key transition dates and verifying the Customer's specific current Service Level, which shall be printed and distributed to each Customer and made available in an electronic format on the Contractor's website. Contractor may provide an electronic version of the instructional packet rather than a printed version, if requested by the Customer.

5. Prepare and distribute public service announcements (PSA) for local newspapers.

6. Meet with up to four (4) business associations (such as the Chamber of Commerce, Rotary Club, and other similar organizations) in separate venues to: educate Commercial Businesses on the Collection programs, State requirements (including SB 1383 and SB 1383 Regulatory requirements) for the City and Generators; answer questions; and, provide service and Rate information.

7. All education material designed and/or distributed by the Contractor shall be submitted

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to the City Contract Manager for approval prior to distribution or posting on the Contractor's website.

F. **Annual and/or Ongoing Education Requirements.**

1. **Specific Annual Educational Activities**

a. Annual Notice of Requirements. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website. *This requirement focuses on delivery of a notice to all Generators not simply to Contractor's Customers. SB 1383 Regulations (14 CCR Section 18985.1(a)) require annual provision of education information to all Generators. Cities may choose to have their Contractor provide the information through this annual notice provision. If not, Cities that provide the annual education through another means should delete this subsection (a).*

b. Billing Inserts. Upon City request, Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the City as inserts in Contractor's Customer invoices at no additional charge to the City. Upon City request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the City as attachments to Customer invoices at no additional charge to the City. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

c. Multi-Family and Commercial Customer Signage. Contractor shall provide all Multi-Family and Commercial Customers with Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored.

d. Minimum Website Requirements. Contractor shall develop and maintain a website (with a unique URL specific to the City) that is specifically dedicated to the City to provide Generators with detailed service information. The website or webpage shall be accessible by the public, and shall include all education and outreach materials being provided, without requirement for login. Contractor shall update

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the website regularly so that information provided is current.

e. Instructional Service Guide. On or before January 1, 2022, Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays and a Customer service phone number. On or before January 1, 2022, the service guide shall be printed and delivered with each set of Containers distributed to a Generator and shall be delivered annually to all Generators. Contractor shall prepare different service guides for Single-Family, Multi-Family, Commercial Generators, and Commercial Edible Food Generators. Contractor shall, at its sole expense, revise, re-print, and redistribute service guides once every ____ (__) years or at least ____ (__) days prior to a change in the accepted or prohibited materials for any program. Contract shall make the service guide available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the instructional service guide rather than a printed version, if requested by the Customer.

f. Annual Multi-Family Dwelling Unit Notices. Prior to the Commencement Date of this Agreement, Contractor shall obtain and track in its Customer information system(s) the number and addresses of dwelling units at each Multi-Family Premises serviced by Contractor. Contractor shall maintain this database by auditing the data at least once every ____ (__) years. At least annually, commencing no later than January 1, 2022, Contractor shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Contractor. The annual notices shall be a minimum of ____ (__) pages (which may include the front and back of a single printed sheet), and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; City and State requirements to properly separate Discarded Materials (such as requirements of the Municipal Code and of State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; and any other information required by the City or by State regulations (including SB 1383 Regulatory requirements for education, pursuant to 14 CCR, Division 7, Chapter 12, Article 4). As an alternative, Contractor may comply with these requirements through preparation and distribution of an annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information. Contractor shall make notices and newsletters available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the notices rather than a printed version, if requested by the Customer.

g. Provision of Educational Materials to Non-Compliant Entities. Contractor shall provide educational materials to non-compliant entities under this Agreement, as further described in Section 6.9.

h. Education Materials for Property and Business Owners and Tenants

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Contractor shall annually provide Property Owners and Commercial Business owners with public education materials for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials, and shall reflect content requirements described in Section ___ below. Contractor shall provide the following materials for this purpose: insert materials (such as, but not limited to, welcome packets, flyers, and signs). A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

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i. Education Requirements for Commercial Edible Food Generators

i. On or before February 1, 2022, the Contractor shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the City , maintain the list on the Contractor's City -specific website, share the list with the City if the City wants to post the list on additional City websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

- Name and physical address;
- Contact information;
- Collection service area; and,
- An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

ii. At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the City 's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,

- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

iii. The Contractor may provide the information required by subsection ii above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.

H. **Minimum Content Requirements**. Prior to February 1, 2022, and annually thereafter, the Contractor shall include the following education and outreach content to Customers by incorporation of this content into the public education materials described in Section 6.3.G.

1. Collection system description

   a. **Option 1:** For a three-, three-plus, or two-Container system: Information on the Generator's requirements to properly separate Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and Gray Container Waste and place such materials in appropriate Containers pursuant to this Agreement, SB 1383 Regulations, and all other Applicable Law.

   b. **Option 2:** For a one-Container system: Information indicating that the Organic Waste Collected in the Gray Containers is being Processed and recovered at an Approved/Designated High Diversion Organic Waste Processing Facility.

2. Information on methods for the prevention of Source Separated Recyclable Materials and SSGCOW generation; managing SSGCOW on Generator's Premises through composting or other Landfill Disposal reduction activities allowed under 14 CCR Sections 18983.1 and 18983.2; sending SSGCOW to Community Composting operations; and any other local requirements regarding Discarded Materials.

3. Information regarding the methane reduction benefits of reducing the Disposal of SSGCOW, and the method(s) that the Contractor uses to recover SSGCOW.

4. Information regarding how to recover Source Separated Recyclable Materials, SSBCOW, and SSGCOW, and a list of haulers approved by the City.

5. Information related to the public health and safety and environmental impacts associated with the Disposal of SSGCOW and SSBCOW.

6. Information regarding programs for donation of Edible Food;

7. For Commercial Customers, information about the City 's Edible Food Recovery Collection program; Tier One Commercial Edible Food Generators and Tier Two Edible Food Generators requirements specified in 14 CCR, Division 7, Chapter 12, Article 10; Food Recovery Organizations and Food Recovery Services operating within the City , and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

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8. Information regarding Self-Hauling requirements.

9. Any other federal, State, or local requirements to properly separate Discarded Materials or other necessary actions by Generators, including applicable requirements of the Municipal Code, AB 341, AB 1826, and SB 1383 and corresponding regulations.

I. **Material Distribution Methods**

Contractor shall use the following methods to provide education information to Customers. All materials are to be approved by the City prior to distribution.

1. Printed materials. Contractor shall provide printed education materials as described in Sections 6.3.F and 6.3.G. The Contractor shall be responsible for the design, printing, and distribution of these materials. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material. The Contractor will use 100% post-consumer paper, and procure printed materials from local businesses.

2. Electronic materials and website content. Contractor shall provide electronic and website content for education and outreach materials, which may include, but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Contractor shall be responsible for the design, posting, and electronic distribution of these materials.

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J. **Non-English Language Requirements**

In accordance with 14 CCR Section 18985.1(e), the Contractor shall make all public education and outreach materials required by this Section available in English and any other non-English language spoken by a substantial number of public provided organic waste collection services within the City by Contractor pursuant to this Agreement.

K. **Record Keeping and Reporting Requirements**

Contractor shall comply with the public education and outreach record keeping and reporting requirements of Exhibit _.

L. **Personnel**

1. **Option 1:** Public Education Outreach Coordinators

The Contractor shall designate at a minimum ____ (__) staff member(s) to serve as Outreach Coordinators. The duties of the Outreach Coordinator(s) shall be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance. The Outreach Coordinator(s) shall educate Customers and Customers' employees on the importance of Recycling, Food Recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, County, local, and

City mandates, including SB 1383 and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Source Separated Recyclable Materials and SSGCOW Collection programs, and reduce contamination. The Outreach Coordinator(s) shall identify potential organizations and partners involved with Food Recovery and resource recovery. The Outreach Coordinator(s) shall be responsible for implementing the education plans and programs specified in this Section.

2. **Option 2:** Staff Training

Annually, and upon hiring of new staff, the Contractor is required to conduct thorough training of all Customer service representatives who may respond to Generator calls regarding Contractor's Collection services and SB 1383 Regulatory requirements. Customer service representatives shall accurately communicate program requirements and the accepted and prohibited materials for each material stream for each Customer type. New Customer service representatives shall not be assigned to the City prior to completing SB 1383 Regulations training. The City reserves the right to require changes to the call routing process and the training and qualifications for Customer service representatives assigned to the City if a pattern of inaccurate information provision is observed.

Annually, and upon hiring of new staff, Contractor shall conduct thorough training of all Hauler Route personnel that come into contact with Generators on the Collection program requirements and the accepted and prohibited materials for each material stream for each Customer type.

9.5 Technical Assistance Program

Option 1: Technical Assistance by Contractor

A. **Organizing and Conducting Direct Generator Outreach.**

The following options demonstrate examples of potential approaches to technical assistance for SB 1383 Regulatory programs, and are used for illustrative purposes only. The City may use a combination of the following options, or create their own program description.

1. **Option 1a:** Site Visits and Waste Assessments

At least _____ (__) days prior to the Commencement Date, Contractor will provide an outreach and technical assistance plan to City for approval identifying the site visit schedule for which to send a Contractor representative to visit each Multi-Family and Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and SSGCOW is being Disposed; assessing the Source Separated Recyclable Materials and SSGCOW Collection Service Levels needed to meet the requirements of SB 1383 Regulations; and encouraging all Generators to establish Source Separated Recyclable Materials and SSGCOW Collection service in advance of January 1, 2022 or insert earlier date when mandatory service is required. Contractor shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and SSGCOW Collection service and reducing Gray

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Container Waste/Mixed Waste Collection service. Contractor shall contact Multi-Family and Commercial Customers and provide site visits according to the City -approved schedule. Contractor will also provide a site visit to any Multi-Family and Commercial Generator that requests a site visit, even if it is ahead of schedule.

Beginning January 1, 20XX, and annually thereafter, Contractor representative shall follow up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383 and corresponding regulations. The Contractor shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor representative shall assist the Customers with selecting appropriate Containers and Container sizing, identify acceptable Discarded Materials Collection services as set forth in the Agreement, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and SSGCOW Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Family Customers' staff, including but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. City reserves the right to request Contractor's documentation of additional information, and shall authorize the format for required information.

a. Pictures of material in all Containers;
b. Characteristics of the property, business, and Generator type;
c. Written recommendations for the appropriate Service Level for each material type;
d. Provision of outreach and education materials appropriate to the Generator type;
e. Determination of signage placement;
f. Determination of any on-going training needs;
g. Determination of any access needs;
h. Documentation of any special service needs (such as, but not limited to, seasonal Collection service, automated on-call compactor, etc.); and,
i. Documentation of records of communications with the Generator.

2. **Option 1b:** SB 1383 Regulations Assessment

Beginning month day, 20XX and no later than month day, 20XX, the Contractor shall conduct an SB 1383 Regulations assessment for each Multi-Family and Commercial Generator within the Contractor's Collection service area. Thereafter, Contractor shall conduct an assessment for each new Multi-Family and Commercial Generator within the Contractor's Collection service area to evaluate Generator's compliance with SB 1383 Regulations. The assessment shall identify requirements for the regulated entity under

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SB 1383 Regulations (including, but not limited to, specific requirements for Commercial Edible Food Generators) and assess the current level of compliance with those requirements. All existing Source Separated Recyclable Materials and SSGCOW Disposal reduction programs shall be noted and quantified in the assessment documentation. The Contractor shall identify opportunities for reduced Disposal of Source Separated Recyclable Materials and SSGCOW, including source reduction and Edible Food Recovery.

Beginning January 1, 2022, and annually thereafter, Contractor representative shall follow up with all or ____ percent (___%) of non-waived Generators required to enroll in Collection service pursuant to Municipal Code Section ____. The Contractor shall ensure that these Generators are participating in Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor's representative shall attempt to resolve any logistical barriers to compliance with City 's Collection service requirements and assist the Customers with selecting appropriate Service Levels for Discarded Materials. Contractor shall provide ongoing, on-site training for: (i) Commercial Generators' staff regarding SB 1383 Regulatory requirements, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and, (ii) Multi-Family Customers' staff, including, but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

3. **Option 1c:** Workshops, Meetings, and Events

Contractor shall, at its sole expense, participate in and/or plan, organize, and conduct direct Generator outreach, including, but not limited to: workshops, community events, and meetings to support Generator compliance with the Source Separated Recyclable Materials and SSGCOW separation and Collection program participation requirements under this Agreement, City Code Section ____, and other local and State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383.

Contractor shall host at least ___ (_) technical assistance workshops per calendar year. The workshops shall be open to all residents in the City , and the Contractor shall publish the time and location of the workshop no later than __ (_) days prior to the workshop through insert publication method(s), such as publication on the Contractor's website, email newsletter, printed flyers delivered on Hauler Routes, etc. The structure and content of these workshops shall be designed by the Contractor, and submitted at least __ (_) days prior to the date of the workshop for City approval. At least __ (_) of the required technical assistance workshops shall be focused on the requirements of SB 1383 Regulations and any local program or service changes as a result of the regulations.

Contractor shall attend ____ (_) City -held events per calendar year. Contractor shall provide at least ____ (_) staff member(s) to set up a table with educational information and be available on-site to answer technical questions from residents, inform residents of upcoming workshops, and/or schedule meetings, upon request, with individual Generators.

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By request of a Generator or the City, Contractor shall schedule and conduct an in-person or phone meeting with the Generator to discuss and assess their service needs and compliance with existing and/ or upcoming programs and Applicable Law. The Contractor shall provide additional technical assistance as needed, which may include, but is not limited to site visits and waste assessments. The Contractor shall follow up with the Generator in person or by phone no later than ____ (_) days after the initial meeting to assess the Generator's compliance with existing and upcoming programs under this Agreement and Applicable Law.

B. **Record Keeping and Reporting Requirements**. Contractor shall maintain records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the City in accordance with Exhibit G.

Option 2: Technical Assistance by City or Third Party

A. **Organizing and Conducting Direct Generator Outreach**. The City and/or its third party designee shall be responsible for designing and conducting a technical assistance program for Generators, including organizing and conducting workshops; community meetings; site visits; waste assessments; and assessments to measure Generator compliance with State statutes and corresponding regulations, including AB 341, AB 1826, and SB 1383.

B. **Contractor Cooperation and/or Support for Technical Assistance Efforts**. The Contractor shall cooperate with and support the technical assistance efforts conducted by the City. Upon request, the Contractor shall provide any relevant data or information to the City that is needed for the design, implementation, or on-going performance of the technical assistance program. Contractor shall respond to any request for information from the City in a timely manner, not to exceed ____ (_) days after receipt of the request.

Based on the results of technical assistance efforts, the City may recommend and request a change in Service Level for certain Customers. Within ___ (_) Business Days of Contractor's receipt for a request from Customer for a Service Level change, Contractor shall adjust the Customer's Service Level by providing any Green, Blue, Brown, or Gray Containers needed for the change in Service Level, removing unneeded Containers, and revising the Customer's Service Level in Contractor's billing system to reflect the monthly Rate for the new Service Level. At the time new Containers are delivered or existing Containers are removed, Contractor shall confirm that all Containers are properly labeled and meet the specifications of Section ___.

C. **Record Keeping and Reporting Requirements.** The City shall be responsible for record keeping and reporting requirements for the technical assistance program. Upon request, the Contractor shall provide any relevant data or information to the City that is needed for the completion of record keeping and/or reporting requirements. Contractor shall respond to any request for information from the City in a timely manner, not to exceed ____ (_) days after receipt of the request.

Option 3: Combination of Option 1 and 2

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9.6 Food Recovery Program Support

A. **Option 1:** Hauler Cooperation and Non-Interference with Food Recovery Efforts by Others

Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery efforts in the City.

B. **Option 2:** Hauler Involvement in Food Recovery Efforts

1. **Option 2a:** Hauler Education

Contractor shall create and provide educational outreach material for Tier One and Tier Two Commercial Edible Food Generators in accordance with Section 6.3.G.1.i.

2. **Option 2b:** Hauler Edible Food Collection Service

Upon request, Contractor shall provide Collection service, or partner with others to provide Collection service, for Edible Food to all Customers that are Tier One Commercial Edible Food Generators, commencing no later than January 1, 2022, and Tier Two Commercial Edible Food Generators, commencing no later than January 1, 2024, in coordination with the City -directed Food Recovery program. Contractor shall partner with appropriate local Food Recovery Organizations and/or Food Recovery Services for the redistribution of Edible Food. Pursuant to Exhibit G, Tonnage estimates of Edible Food recovered through these efforts shall be reported in the Contractor's monthly, quarterly, and/or annual reports.

3. **Option 2c:** Hauler Support with Assessing CapaCity Needs

Contractor shall perform quarterly or other frequency examinations of Hauler Routes to identify Commercial Customers that generate Edible Food and estimate the potential quantities of Edible Food that may be recovered and report findings to the City and Food Recovery Organizations and Food Recovery Services insert frequency, such as: monthly, quarterly, annually, etc., pursuant to Exhibit G.

4. **Option 2d:** Hauler Identification of Tier One and Tier Two Commercial Edible Food Generators

No later than January 1, 2022, Contractor shall identify all Commercial Customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators and provide a list of such Customers to the City , which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions). Contractor shall update the list and provide it to the City annually in accordance with Exhibit G.

C. **Option 3:** Hauler Annual Financial Contribution

1. **Option 3a:** Payment to City

The Contractor shall provide an annual contribution to the City to support the City 's Food Recovery program efforts, in accordance with Section 9.2.

2. **Option 3b:** Payment to Organizations

This example Option 3b contemplates either a flat rate or a variable rate payment based on the number of Generator accounts. If choosing a variable payment based on Generator accounts, additional nuances, such as the type and size of each Generator, may influence this payment. For example, a large wholesale produce market that generates a significantly higher volume of Edible

Food than a small restaurant, would require more time and effort and incur greater costs for the Food Recovery Organizations and Food Recovery Services with which they partner. The City may wish to establish a prorated payment system based on Generator size, type, or other local factors to address this nuance and should modify this Section accordingly.

Additionally, the language in this option generally states the number of "Generator accounts." If the City wishes to specify certain Generator types (e.g., all Generators or only Commercial Generators or Commercial Edible Food Generators), this Section should be amended accordingly.

Contractor shall invest in Food Recovery Organizations and Food Recovery Services to increase Food Recovery activities through direct funding and in-kind services. Funding shall be provided in an amount not less than {insert flat $ amount} or {equal to $X per Y Generator accounts; and/or specify additional variables} per calendar year. In-kind services include, but are not limited to, insert in-kind services or contributions, if applicable. Contractor shall provide a list of the proposed beneficiary organizations to the City Contract Manager for review and approval before any funding or in-kind contribution is provided. The Contractor shall report any such financial support in accordance with Exhibit G.

3. **Option 3c:** Grant funding support

Upon request, Contractor shall assist the City with grants by actively seeking, writing, and managing grants, and reporting grant funding sources and uses at no additional cost; including, but not limited to, grants related to City Food Recovery efforts.

E. **Option 4:** Other

City may use a combination of one or more of the options presented above or create its own Food Recovery requirements or not include any Food Recovery requirements in its Agreement. Consulting with local Food Recovery Organizations

and Food Recovery Services is encouraged and recommended prior to deciding, what, if any, Food Recovery provisions to include in the scope of the franchise agreement.

9.7 Billing

A. **General Billing Requirements.**

1. **Contractor Responsible**. Contractor shall bill all Customers and be solely responsible for collecting payment from Customers. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Contractor shall be responsible for collecting bad debt. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the City Contract Manager on a case-by-case basis.

2. **Bill Inserts**. Contractor shall include bill inserts in accordance with Section ___.

3. **Records**. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City Contract Manager at any reasonable time but in no case more than ___ (___) calendar days after receiving a request to do so.

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B. **Rates for Waivers**. Contractor shall establish Rates for any Customers that have been granted de minimis, physical space constraint, Collection frequency, low population, elevation, disaster, and/or emergency waivers pursuant to Sections ___ and ___. Contractor shall ensure that accurate records are maintained for such waivers and Customers are billed properly.

C. **Application of Contamination Surcharges**. In accordance with Section ___, the Contractor is required to assess contamination Processing fees on Customers with repeated occurrences of excess contamination. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee.

D. **Universal Enrollment Process**. City requires that Generators are enrolled in Collection services pursuant to Municipal Code Section ___. Contractor shall assist the City in ensuring that the enrollment of Generators occurs in a timely and efficient manner. City and Contractor shall cooperatively develop and agree to a process no later than insert date.

In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports necessary for the City to verify the City -wide enrollment of Generators.

9.8 Generator Waiver Program Coordination

This Section is applicable to three-, three-plus-, and two-Container systems only and is optional. SB 1383 Regulations (14 CCR Section 18984.11) allow for, but do not require, Cities to offer Generators waivers for de minimis volumes, physical space constraints, and Collection frequency.

If Cities decide to offer such waivers, the Cities must comply with the 14 CCR Section 18984.11 waiver requirements. Note that 14 CCR Section 18984.11(c) specifies that the authority to issue a waiver cannot be delegated to a private entity (e.g., Contractor), and 14 CCR Section 18984.11(b) specifies that nothing in 14 CCR Section 18984.11 allows the City to exempt a business subject to the requirements of Section 42649.81 of the Public Resources Code (AB 1826) from compliance with that section.

Cities using a one-Container system shall delete this Section ___in its entirety, as waivers are not applicable to one-Container systems.

A. **Types of Generator Waivers**

1. **General**. City may grant waivers described in this Section to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

2. **De Minimis Waivers. (Three-, Three-Plus-, and Two-Container Systems Only).** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and SSGCOW requirements set forth in this Agreement, SB 1383 Regulations, and Section ___ of the Municipal Code if the Multi-Family, Commercial Business, or its Property Owner provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

   a. The Multi-Family's or Commercial Business' total Solid Waste Collection service is two (2) cubic yards or more per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than twenty (20) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste; or,

   b. The Multi-Family's or Commercial Business' total Solid Waste Collection service is less than two (2) cubic yards per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than ten (10) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste.

3. **Physical Space Waivers. (Three-, Three-Plus-, and Two-Container Systems Only)** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials or SSGCOW Collection service requirements set forth in this Agreement, SB 1383 Regulations, and Municipal Code Section ___ if the Multi-Family, Commercial Business, or its Property Owner provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Blue Containers and/or Green Containers.

4. **Collection Frequency Waivers. (Three-, Three-Plus-, and Two-Container Systems Only)** The City may allow the Contractor to provide Collection of Blue Containers, Gray

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Containers, or both once every fourteen (14) days, rather than once per week, for Customers that have been granted a Collection frequency waiver from the City . *For two-Container green/gray systems, delete "Blue Containers" and "or both" in the preceding sentence.*

Guidance for above Collection frequency waiver: SB 1383 Regulations (14 CCR Section 18984.11(a)(3)) allow Cities to grant Collection frequency waivers to the owner or tenant of any residence, Premises, business establishment or industry that subscribes to a three-Container or two-Container Collection service provided that it demonstrates to the Enforcement Agency, as defined in Public Resources Code 40130, that less frequent Collection than required by 14 CCR Section 17331 will not cause receiving Solid Waste facilities, operations, or both to be in violation of applicable state minimum standards described in Subchapter 4 of Chapter 3 of Subdivision 1 of 27 CCR or 14 CCR Sections 17200 et seq. If the City allows for Collection frequency waivers, it may consider increasing the contamination monitoring efforts in Section to verify that the fourteen (14) day Collection schedule does not result in violation of minimum standards.

B. **Contractor Waiver Request on Behalf of Generator**. Upon reasonable belief that a Generator may qualify for a de minimis, physical space, or Collection frequency waiver, the Contractor may submit a request to the City to grant a waiver to the Generator, provided that adequate evidence of the de minimis, physical space, or Collection frequency waiver requirements specified in 14 CCR Section 18984.11 is included with the request. City shall review and approve or deny the waiver request. Contractor's request for consideration of a waiver shall include the Generator's name and address, type of Commercial Business or number of Multi-Family units if Customer is a Multi-Family premises, reasons Generator may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, weight records, and technical assistance assessment results. *Cities may not want to allow for the Contractor to submit a waiver request on the behalf of a Generator. In such case, delete this subsection or amend it to specify that Contractor's submittal of a waiver on Customer's behalf shall include Customer's signature consenting to the waiver submittal*.

C. **Contractor Review of Generator Waiver Requests**.

1. **Option 1:** Requests Submitted to City with Contractor Review. Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the City. Upon the request of the City, Contractor shall within ___ (__) days of receipt of the City 's request review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application.

2. **Option 2:** Requests Submitted to Contractor. Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Contractor. Contractor shall within ___ (__) days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the Contractor's recommendation to approve or deny the waiver request, and send this information to the City within ___ (__) days of receipt of the Generator's waiver application for the City 's review and approval. The City ultimately retains the right to approve or deny any

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application, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Exhibit G.

D. **Contractor Change in Customers' Service Levels**. When the City grants a waiver to a Generator, the City shall notify the Contractor within ____ (_) days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Contractor shall have ____ (_) days to modify the Customer's Service Level and billing statement, as needed.

E. **Waiver Reverification**

If the City wants the Contractor to assist in reverification of de minimis and physical space constraint waivers, which shall occur at least once every five (5) years pursuant to SB 1383 Regulations (14 CCR Section 18995.1(a)(6)), the following provision can be used to describe Contractor's responsibilities. Cities should omit this Section if they do not want Contractor's support with this activity. Note that SB 1383 Regulations (14 CCR Section 18995.1(a)(6)) specify the frequency for reverifications of de minimis and space constraint waivers; but do not require reverifications of Collection frequency waivers. Reverification of Collection frequency waivers has been included in the provisions below, but is optional.

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It shall be the responsibility of the Contractor to verify that the Generators with de minimis, physical space constraint, or Collection frequency waivers continue to meet the waiver requirements set forth in this Section. Contractor shall conduct such reverifications of waivers through inspection of each Generator's Premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers, and once every ___ (__)years for Collection frequency waivers. Pursuant to Exhibit G, Contractor shall maintain a record of each waiver verification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Contractor concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.

F. **Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor request, no more than ____ (__) times per year, the City shall provide Contractor an updated listing of waivers approved by the City , including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications pursuant to Exhibit G.

9.9 Service Waiver Program Coordination

C. **Processing Facility Temporary Equipment or Operational Failure Waiver**

1. **Notification to the City.** The Contractor, or their Subcontractor (such as a Facility

operator), shall notify the City of any unforeseen operational restrictions that have been imposed upon an Approved/Designated Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent an Approved/Designated Facility from Processing and recovering Source Separated Recyclable Materials, SSGCOW, or Mixed Waste. The Contractor or Subcontractor shall notify the City as soon as possible and no later than ____ (_) hours/days from the time of the incident. The notification shall include the following: (i) name of Approved/Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Approved/Designated Facility; (iii) date the Approved/Designated Facility became unable to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (iv) description of the operational restrictions that have been imposed upon the Approved/Designated Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Approved/Designated Facility to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for Processing (refer to Section _____of Exhibit ___) or Contractor's request for waiver to deliver Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility.

2. **Use of Alternative Facility or Waiver for Disposal of Materials**. Upon notification by Contractor or Subcontractor of an Approved/Designated Facility's inability to Process materials, City shall evaluate the notification and determine if City shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility for Disposal on a temporary basis for a time period specified by the City . Upon City 's decision, the City shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Approved Disposal Facility for Disposal, and the period of time that the City will allow the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to be redirected to the Alternative Facility or Approved/Designated Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed ninety (90) days from the date the Approved/Designated Facility's Processing restriction or failure commenced. In such case, the Contractor must receive written permission from the City Contract Manager prior to depositing any Discarded Material in a Landfill.

3. **Record Keeping and Reporting.** Contractor shall maintain a record of any Approved/Designated Facility incidents and report this information to the City in accordance with Exhibit G.

D. **Disaster Waivers.** In the event of a disaster, the City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in

Collection requirements shall be addressed as a change in scope in accordance with Section 4.4.

E. **Removal of Material from Homeless Encampments and Illegal Disposal Sites.** The Contractor may, but is not required to, separate or recover Organic Waste that Contractor removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety. Contractor shall report the amount of Discarded Materials removed for Disposal from homeless encampments and illegal disposal sites, in accordance with Exhibit ___.

F. **Quarantined Waste.** If approved by the City , the Contractor may Dispose of specific types of SSGCOW that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the City or until City provides notice that the quarantine has been removed and directs Contractor to Transport the SSGCOW to the Approved/Designated Facility(ies) for such material.

In accordance with Exhibit G, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined SSGCOW that are Disposed of pursuant to this subsection.

9.10 Inspection and Enforcement

Contractor Performance of Compliance Reviews

A. **Annual Compliance Reviews**

1. **General**. Contractor shall perform compliance reviews described in this Section commencing January 1, 2023, and at least annually thereafter, unless otherwise noted.

2. **Commercial Generator Compliance Reviews**

Applicable for Three-, Three-Plus-, or Two-Container Systems

The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the City 's Discarded Materials Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and Section ___ of the Municipal Code, including whether a Multi-Family or Commercial Business is complying through Back-Hauling SSGCOW and/or Source Separated Recyclable Materials and/or SSBCOW. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the City may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information. *Note that an on-site observation is not required for the compliance review; however, it may be included as an option in the Agreement if that practice is desired or more efficient for the City and/or Contractor.*

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3. **Annual Hauler Route Review.** (Required for Three-, Three-Plus-, or Two--Container Systems) Beginning in 2022 and annually thereafter, on a date determined by the City Manager, the Contractor shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with the City 's Discarded Materials Collection program and Container contamination monitoring. These Hauler Route reviews may be performed concurrently with the contamination monitoring Hauler Route reviews, provided that Contractor documents a reasonable sampling of Generators for which compliance with the City 's Discarded Materials Collection program during the Hauler Route review was assessed.

B. **Generator Waiver Inspections**. In accordance with Section ___, Contractor shall verify Multi-Family and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver, and verify Collection frequency waivers at least once every __ (__) years from the date of issuance of the waiver.

C. **Compliance Review Process**

1. **Number of Reviews**. The Contractor shall conduct a sufficient number of compliance reviews, Hauler Route reviews, and inspections of Generators, to adequately determine the Generators' overall compliance with SB 1383 Regulations, AB 1826, AB 341, and Chapter ___ of the Municipal Code. The number of reviews shall be no less than ___ (__) in total and/or for each review type and the timeframe, if desired. City reserves the right to require additional inspections, if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines re more likely to be out of compliance.

2. **Non-Compliant Entities**. From January 1, 2022 through December 31, 2023, when compliance reviews are performed by Contractor pursuant to Section 6.9.A, Contractor shall provide educational materials in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within ___ (___) days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review. Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided, and shall report such information to the City in accordance with Exhibit G. Beginning January 1, 2024, the Contractor shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through Contractor's compliance reviews pursuant to Section 6.9.A, and shall report all Customers and Generators with violations of SB 1383 Regulations to the City in accordance with Exhibit G. The City shall be responsible for subsequent enforcement action against the Generators.

3. **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, Hauler Route review, and compliance review conducted, including the information described in Exhibit G.

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9.11 Service Complaints

A. **Documentation of Complaints**.

1. **General**. The Contractor agrees to maintain a computer database log of all oral and written complaints received by Contractor from Customers or other Persons. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Contractor agrees to document and maintain for a period of at least _____ (___) months on a form or log all Complaints registered by Customers and Persons, in accordance with this Section and Exhibit G. Contractor shall record complaints received related to SB 1383 Regulatory non-compliance in its log in a manner further described in subsection A.2 below.

2. **SB 1383 Regulatory Non-Compliance Complaints**.

For complaints received in which the Person alleges that an entity is in violation of SB 1383 Regulations, Contractor shall document the information listed in Section G.4.2.E of Exhibit G. Contractor shall provide this information in a brief complaint report to the City for each SB 1383 Regulatory non-compliance complaint within _____ (___) days of receipt of such complaint, and a monthly summary report of SB 1383 Regulatory non-compliance complaints in accordance with Exhibit G.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints**. Option B.1: Contractor Investigation of SB1383 Non-Compliance Complaints

1. **Investigation**. Contractor shall commence an investigation, within ninety (90) days or insert shorter timeframe if desired of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City , in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations.

Contractor shall investigate the complaint using one or more of the methods:

a. Reviewing the Service Level of the entity that may not be compliant with SB 1383 Regulations;

b. Reviewing the waiver list to determine if the entity has a valid de minimis, physical space constraint, or Collection frequency waiver;

c. Reviewing the Self-Haul registration list to determine if the entity has registered and reviewing the entity's reported Self-Haul information;

d. Determining if the entity is located in a Low-Population Area and/or High-

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Elevation Area;

e. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,

f. Contacting the entity to gather more information, if warranted.

2. **Reporting**. Within ___ (___) days of completing an investigation of an SB 1383 Regulatory non-compliance complaint, Contractor shall submit an investigation complaint report that documents the investigation performed and recommends to City on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation. The City shall make a final determination of the allegations against the entity.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints** Option B.2: City or Third Party Investigation of SB 1383 Regulatory Non-Compliance Complaints

City, or its designee, shall be responsible for investigating complaints received by the City that an entity may not be compliant with SB 1383 Regulations. Within ___ (___) days of the City 's or its agent's request, Contractor shall provide City or its agent with the Customer's then-current Service Level information and other documentation that may be useful in the investigation, such as records of the Customer's two most recent change(s) in Service Level and other Customer service records.

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Option 3: Combination Options 1 and 2

The City may want to rely on the Contractor to investigate some complaints (e.g., up to ( ) complaints per year) and take responsibility for other complaints. In such case, City can adapt the contract provisions provided in Option 1 and 2 to fit its needs.

9.12 Provision of Recovered Organic Waste Products

Option 1: Bulk Compost Reserved for City

Contractor shall make available for City at least ____ (_) cubic yards of bulk Compost per calendar year for use in City parks and facilities at no cost to the City. City will notify Contractor as to the City 's needs for delivery of finished Compost throughout the calendar year. Contractor shall deliver Compost within ____ (_) days request to any accessible location within City limits. If City does not use Compost made available by Contractor by the end of the calendar year, the City no longer retains the right to use that bulk compost allocation that was reserved for that calendar year. Any of the ___ (__) cubic yards bulk Compost allotment that is not requested by the City during the calendar year shall not carry over into the next calendar year. Upon request, Contractor shall provide City with Compost lab results and specifications. All Compost provided by Contractor must meet or exceed State requirements for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminants such as glass, plastic, metal, and other Non-Organic

Recyclables. All Compost provided by Contractor must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI).

Option 2: Bulk Mulch Provided by Contractor to City

Contractor shall make available to City at least ____ (_) cubic yards of bulk Mulch per calendar year for use in City parks and facilities at no additional cost to City. The Mulch shall be approved in advance by the City. The Mulch shall meet all conditions pursuant to the definition of Mulch.

The Mulch shall be of a color specified by the City to the extent that the color specified by the City is locally commercially available. City will notify Contractor as to the City ’s needs for delivery of finished Mulch throughout the calendar year. Contractor shall deliver Mulch within ____ (_) days upon request of City to any accessible location within City limits at no additional cost to City. If City does not take delivery of Mulch made available by Contractor within ____ (_) calendar days of the end of the calendar year, Contractor’s obligation to deliver Mulch for said calendar year shall be deemed to be satisfied. Any of the ____ (_) cubic yards bulk Mulch allotment that is not requested by the City during the calendar year shall not carry over into the next calendar year.

Option 3: Compost and/or Mulch Distribution Events for Residents

At no cost to the City , Contractor shall distribute an annual total of at least ___ (___) insert number of one (1) cubic-foot bags or other receptacle/unit size of Compost and/or Mulch to City residents at ____ (_) public Compost distribution events per calendar year (such that Contractor shall provide at least ____ (_) bags per event). The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Contract Manager and may be held in conjunction with other City -approved events. Contractor shall deliver the bagged Compost and/or Mulch to the agreed-upon event location at no cost to City. Contractor shall provide at least ____ (_) attendant(s) for at least ____ (_) hours per event. All Compost provided by Contractor must meet or exceed State requirements for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminants such as glass, plastic, metal, and other Non-Organic Recyclables. All Compost and/or Mulch provided by Contractor must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI). The Mulch shall meet all conditions pursuant to the definition of Mulch. City may determine if the Compost and/or Mulch shall be given to residents at no charge or if residents shall be charged a fee for the Compost and/or Mulch. If a fee is to be charged, Contractor and City shall meet and confer to discuss the amount of the fee, process for collecting the fee, and use of the revenues received.

SECTION 10.
MINIMUM STANDARDS FOR CONTRACTOR'S SOLID WASTE HANDLING SERVICE COLLECTION VEHICLES

10.1 General

Contractor shall provide vehicles for the Collection of Solid Waste ("Collection Vehicles") that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor is expressly obligated to provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Upon or prior to the Effective Date of this Agreement and prior to the start of any extension period of this Agreement pursuant to Section 6, Contractor shall provide City with a report containing the information required under South Coast Air Quality Management District's Rule 1193(d)(7). Notwithstanding anything in this Agreement to the contrary, the vehicles Contractor utilizes solely for delivery of Bins and for pick-up of Bulky Items shall not be considered "Collection Vehicles" for purposes of Section ___, Section ___ and Section ___.

10.2 Air Quality/Fuel Requirements

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other regulatory body that may be in effect during the Term of this Agreement, as well as other federal, state and local laws and regulations that may be enacted during the Term of this Agreement. Contractor's Collection Vehicles shall meet or exceed such air quality standards as may be adopted by the forgoing regulatory bodies during the Term. Contractor's Collection Vehicles shall comply with the requirements in the South Coast Air Quality Management District's Rule 1193.

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B. **Renewable Natural Gas (RNG) Vehicles**

All Collection vehicles used by Contractor under this Agreement shall be powered by RNG generated by a facility or source approved by CalRecycle to offset City 's procurement responsibilities as specified by SB 1383 Regulations (14 CCR Section 18993.1). Contractor shall comply with this requirement no later than ____, __ 20__. Upon City 's request, Contractor shall obtain and provide the City with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement service provider.

10.3 Specific Requirements

Each Collection Vehicle utilized by Contractor in the performance of this Agreement shall meet the following minimum standards:

(A) Each Collection Vehicle must be fueled by Compressed Natural Gas ("CNG").

(B) Each Collection Vehicle must be equipped with an on-board methane detection system capable of detecting methane leaks in the cab of the Collection Vehicle.

(C) Each Collection Vehicle shall be equipped with a tag axle.

(D) Each Collection Vehicle shall be registered with the California Department of Motor Vehicles.

(E) Each Collection Vehicle shall be inspected regularly by Contractor to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports and shall make all records related to its vehicles, including Contractor's maintenance records, available to City upon request by the City Manager.

(F) Each Collection Vehicle shall be equipped with devices capable of covering every open section of the vehicle in which Solid Waste may be placed and, while operating upon the public rights-of-way, shall be covered so as to prevent any Solid Waste from falling or being blown or otherwise dislodged from the vehicle.

(G) Each Collection Vehicle shall be continuously maintained so as to both: (1) meet the highest industry standards with regards to efforts to prevent liquid from leaking and to the degree possible ensure each Collection Vehicle is "watertight" and "leak-proof" and, (2) at all times comply with the provisions of all laws and regulations including the Vehicle Code and any applicable NPDES permit, with regard to materials leaking from Collection Vehicles. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the vehicle.

(H) As frequently as determined necessary by the City Manager, each Collection Vehicle shall be painted, shall have routine body work performed, and shall be cleaned, so that such vehicles do not become unsightly, as determined by the City Manager. Each vehicle shall be painted with Contractor's colors and identifying information as required herein.

(I) Contractor's name, local or toll free telephone number, and a vehicle number shall be visibly printed or painted in letters not less than five (5) inches in height so as to be legible on both sides of each Collection Vehicle. Any other information or signage printed, painted, or displayed on Contractor's Collection Vehicles, when such Vehicles are providing Collection services within City Limits, shall be subject to approval by City.

(J) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out.

(K) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device sufficient to allow the driver to communicate directly with Contractor's dispatcher and/or main office.

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(L) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry, and at a minimum shall have a video monitor based back-up system, or its equivalent. Contractor shall keep a sufficient supply of replacement parts and equipment on hand to ensure adequate vehicle maintenance and timely and continuous performance of the services contemplated by this Agreement.

(M) Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

(N) No Collection Vehicle shall be utilized if it is leaking brake, hydraulic, or other fluids, and Contractor shall clean up any leaks or spills from their vehicles per the NPDES permits in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

(O) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capaCity.

(P) Contractor shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors and to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the City Manager.

(Q) Contractor shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local laws or regulations.

(R) Noise levels of equipment used for Collection shall not exceed 75db (seventy-five decibels) when measured at a distance of twenty-five (25) feet from the vehicle, five (5) feet from the ground; provided, however, in the event there is any conflict with this section and the noises levels permitted under the City 's Municipal Code, as such may be amended from time to time, the provisions in the City 's Municipal Code shall apply. Contractor shall submit to City, upon City 's request, a certificate of Collection

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Vehicle noise level testing, by an independent testing entity, for any Collection Vehicle. Nothing in this Agreement shall be construed as granting Contractor any rights or waivers to violate any Applicable Laws.

(S) At the start of the Term, all Collection Vehicles shall be less than two (2) years old. It is the intent that the Collection Vehicles placed into service at the start of the Term shall continue to be used throughout the Term. Contractor may, however, at any time during the Term replace the Collection Vehicles currently in use with newer Collection Vehicles.

(T) All Collection Vehicles used by Contractor to perform Collection services under this Agreement shall be equipped with on-board routing systems capable of tracking vehicle miles traveled (VMT). VMT systems must be capable of generating reports as requested by City. In addition, all Collection Vehicles shall, at a minimum, be equipped with a global positioning system (GPS) and Contractor shall be able to provide evidence of the route location of each Collection Vehicle throughout each service day. City , in its sole discretion, may grant Contractor a waiver of this requirement due to the unavailability of equipment or delays in manufacture; evidence of such unavailability or delay shall be used by City to determine the period for which the waiver shall apply.

(U) All Collection Vehicles used by Contractor to perform Collection services under this Agreement shall be equipped with "right-hand" monitoring/safety equipment to aid drivers in identifying pedestrians and bikers near the collection vehicle.

10.4 Costs of Operation and Damages

Contractor shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all Applicable Laws, including without limitation any such laws and regulations that may now exist or hereinafter be adopted relating to noise, fuels, emission standards, or weight limits.

10.5 City Inspection

City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

10.6 Correction of Defects and Removal of Vehicles from Use within City

Contractor agrees to immediately remove from service, and replace or repair, to the City 's satisfaction, any Collection Vehicle which City determines to be of unsightly appearance, unsafe, unsanitary, leaking, out of compliance with any law or regulation or this Agreement, or otherwise in an unsatisfactory operating condition; and any such vehicle shall not be returned to service until the City Manager gives his written consent for its return.

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SECTION 11.
CONTRACTOR'S SOLID WASTE HANDLING SERVICE PERSONNEL

11.1 Uniforms

Each of Contractor's Collection employees shall wear a clean uniform bearing Contractor's name. Uniforms must be well maintained and in good condition.

11.2 Identification of Employees

Contractor shall provide identification badges, cards or similar devices, for all of its employees, and all authorized subcontractors, who may make personal contact with residents of the City. City may require Contractor to notify Customers yearly, or more frequently if determined necessary by City, of the form of said identification.

11.3 Employee List

Contractor shall provide a list of current employees and authorized subcontractors to City upon request.

11.4 Driver's License

Each employee operating a vehicle as part of his or her duties shall, at all times, carry a valid operator's license for the type of vehicle he or she is operating.

11.5 Screening of Field Employees

Contractor shall make reasonable efforts to determine if its employees working in the field (i.e., drivers of Collection Vehicles, and employees otherwise involved in Collection at Customer Premises) have been convicted of a felony, and shall identify any such employees known to it to City . City shall have the ability to require that any employee so identified by Contractor not work in the field within City.

11.6 Discontinued Use of Unsatisfactory Employees

No employee shall continue to have any involvement whatsoever with regard to any work in anyway relating to or arising from this Agreement if City gives notice to Contractor that such employee is determined by City to be discourteous, disorderly, inefficient, unable to communicate effectively with Customers, or otherwise objectionable (provided the term "otherwise objectionable" shall not permit City to "ban" an employee for reasons that violate public policy; and, further, City shall give a reason for requesting the "ban" of any employee from engaging in work related to this Agreement).

11.7 Training and Legal Compliance

Contractor shall provide operating and safety training that meets minimum OSHA standards for all personnel, and shall comply with all laws and regulations applicable to its

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employees and personnel. Contractor shall periodically train employees on all the specific requirements of this Agreement applicable to the employee's effective performance of his or her duties. Not less than once per calendar year, Contractor shall be required to submit to City a copy of the training material, as well as, record documentation demonstrating the "Agreement-specific" training has occurred. In addition, Contractor shall require that all new employees with duties related to this Agreement receive the above "Agreement-specific" training as part of the orientation process, and Contractor shall provide documentation to City demonstrating said training has occurred.

11.8 Customer Service

11.8.1 Office Hours

Contractor shall maintain a local office, within 50 miles of City, for communication with the public that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, holidays excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during all times that an office is required to be open as noted above ("Office Hours"), for personal communication with the public regarding Billings (including the acceptance of in person Bill payments), complaints, customer service inquiries, etc. and a similarly qualified person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

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11.8.2 Telephone Customer Service Requirements

11.8.3 Toll Free Number

Contractor shall maintain a toll free telephone number that rings at an office at all times during Office Hours. Both English and Spanish speaking personnel will be available during Office Hours to assist Customers with telephonic inquiries. Contractor shall have the ability (through the use of outside resources or otherwise) to communicate with Customers who only speak Spanish, Korean, Mandarin Chinese, or Tagalog to ensure their inquiries, questions, complaints and other matters are dealt with in a reasonably timely fashion. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise Customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall provide City with a 24-hour emergency telephone number to a live person, not voice-mail.

11.8.4 Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller will either be switched to a message center which shall be responsible to obtain the caller's address and phone number, or a Customer service representative will obtain the Customer's address and a number at which the call can be returned. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, with the first such attempt not more than one (1) hour after the caller leaves the message. If Contractor is unsuccessful in contacting the Customer after following this procedure, it shall send a letter to the caller indicating its efforts.

11.8.5 Complaint Documentation

All service complaints shall be directed to Contractor. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City on a monthly, quarterly, and annual basis, a complaint log, in a form satisfactory to the City, that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

11.8.6 Resolution of Customer Complaints

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City 's decision shall be final and binding. Should Contractor and Customers not be able to establish a mutually acceptable fee to be charged for special services as set forth in Section 8.8, the matter shall be dealt with pursuant to this Section, be determined by the City, and the City 's decision shall be final. Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

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11.8.7 Government Liaison

Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City 's designated representative(s) to resolve Customer complaints. City shall have the right to approve Contractor's choice for a liaison. It is anticipated that the Government Liaison will regularly attend City meetings related to Contractor's performance of the Agreement and City events involving community outreach programs.

11.9 Education and Public Awareness

11.9.1 General

Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of AB 939 and AB 341. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

11.9.2 Written Program Materials

Contractor shall maintain a program of providing information relevant to the need and the methods to reduce, reuse and recycle Solid Waste, and Contractor upon request from City, may include such information along with bills provided to Customers. All public education materials shall be approved in advance by City, be produced and/or made available in both English and Spanish languages, and bear the City seal unless otherwise approved by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall provide quarterly reports summarizing its public outreach and education efforts.

11.9.3 Public Outreach

At a minimum, Contractor shall promote recycling through presentations and educational materials to businesses, business groups, homeowners associations, construction contractors and other civic groups. Contractor shall also provide articles on relevant waste and recycling topics for the City 's website on at least a bi-monthly basis.

11.9.4 Corrective Action Notice

Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for disposal of such items.

11.9.5 Contractor Representative

Contractor shall retain on its staff an individual who shall as part of his or her job function routinely visit civic groups, and homeowners' associations, to promote and explain the Recycling and other programs that Contractor offers, and participate in demonstrations, and civic events.

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SECTION 12.
CONTRACTOR'S CONSIDERATION

In addition to any other consideration set forth herein, as part of its consideration for entering this Agreement, and for the exclusive franchise, right and privilege to provide Solid Waste Handling Services within City as specified herein Contractor shall provide the following:

12.1 Reimbursement of Negotiation Costs

Concurrently with the execution of this Agreement, Contractor shall pay to City a one-time lump sum payment in the amount of Forty-Five Thousand Dollars ($45,000), to reimburse the City for its actual staff expenses and out-of-pocket costs (including specifically consultant and legal fees) it incurred in connection with the Request for Proposals ("RFP") process for Solid Waste Handling Services, the negotiation of this Agreement, and ultimate award of this Agreement.

12.2 SB 1383 Regulatory Reimbursement

Franchise Monitoring and Assistance Fee

The Contractor shall pay City a Franchise Monitoring and Assistance Fee of Seventy-Five Thousand Dollars ($75,000) to help fund City franchise compliance monitoring and State regulatory compliance efforts. This Franchise Monitoring and Assistance fee shall be payable upon execution of the agreement, and then annual on January 1st of each successive year. The Franchise Monitoring and Assistance Fee shall be increased annually, starting January 1, 2023, by the percentage change in the Consumer Price Index, calculated in accordance with Section__.

12.3 Franchise Fee

Contractor shall pay to City , a franchise fee equal to the greater of ten percent (10%) of Contractor's annual Gross Receipts each year, or portion thereof, throughout the Term of this Agreement or _____ dollars ($___,000) (the "Franchise Fee"). Said Franchise Fee shall be paid to City quarterly on or before the last day of the following month. Should any such due date fall on a weekend or holiday in which the City 's business offices are closed, payment shall be due on the first day thereafter in which the City 's business offices are open. The amount of each payment shall be equal to _____ percent (___%) of Contractor's Gross Receipts in the calendar quarter preceding the date payment was due. The Franchise Fee due hereunder shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term hereof. Franchise Fees shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City.

12.4 Street Sweeping and Litter Abatement Fee

The Contract shall make an annual payment to the City of $125,000 to support the City 's litter abatement efforts, including but not limited to contracting and administration costs incurred by the City in hiring and overseeing a private firm to provide recurring street sweeping services. This payment is due at contract execution and each successive January 1st throughout the term of this agreement.

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SECTION 13.
CHARGE FOR LATE PAYMENTS

In the event Contractor fails to timely make any of the payments provided for in this Agreement (whether reimbursements, Franchise Fees, payments of funds collected in connection with billing services, or otherwise), Contractor shall pay to City , as additional consideration, a sum of money equal to five percent (5%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment including, but not limited to, the cost of administering, accounting for, and collecting said delinquent payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition, any amounts not paid to City by Contractor within sixty (60) days of the due date shall be subject to interest in the amount of ten percent (10%) per annum, calculated on a daily basis for each day such sums remain past due.

CONTRACTOR'S BILLING SERVICES AND SYSTEMS

13.1 Billing

Contractor shall provide services pursuant to this Agreement at rates it sets, charges to, and collects from Customers and Responsible Customers; provided, however, Contractor's rates shall not exceed those set forth in the attached Exhibit A, which sets out the maximum rates that may be charged by Contractor for the various different service options that may occur hereunder, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. Contractor shall provide all Customers, or Responsible Customers, where applicable, with itemized Bills, detailing charges for all services, including charges for late payments, as well as the period of service to which the Bill applies. Contractor acknowledges that it, and not Customers nor Responsible Customers, is to pay a Franchise Fee and the other fees noted herein to City as consideration for this Agreement. Accordingly, Contractor's Bills shall not include separate itemization of a "Franchise Fee" or other similar designation relating to fees which Contractor is required to pay to City.

Billings may be made on a monthly basis for all Customers and Responsible Customers. Premises ordering service after the first of the month or canceling service prior to the end of the month shall be charged on a prorated per-pickup basis.

13.1.1 Suspension of Service Due to Non-Payment

Contractor may discontinue service to any Customer, or Responsible Customer, where applicable, as set forth in this Section. Customers or Responsible Customers who have not remitted required payments within sixty (60) days after the date of Billing shall be notified on forms approved by the City Manager. Said forms shall contain a statement that services may be discontinued fifteen (15) days from the date of the notice if payment is not made before that time. If payment is not made by the expiration of said fifteen (15) day period, Contractor must contact City and advise of the delinquency and may discontinue service to that Customer or Responsible Customer, forty-eight (48) hours thereafter with City 's prior consent. Contractor shall resume Solid Waste Collection on the next regularly scheduled Collection day for any Customer or Responsible Customer whose service is discontinued upon receipt of payment of delinquent fees and any related service restart charges in accordance with the maximum rates set forth in Exhibit A, or at such sooner time as directed to do so by City . Contractor may not charge for service during any period in which service was suspended. Any delinquent fees or service charges to be imposed in connection with delinquent accounts shall be set by Contractor and be subject to City Manager approval. A deposit equal to the maximum rate for one month's service as set forth on Exhibit A, as such rates may be amended from time to time, may be required of accounts which have been discontinued for non-payment prior to re-instituting service at such accounts. Notwithstanding the above, in the event of a Billing dispute and/or to avoid negatively impacting public health or safety, Contractor shall not suspend service to any Customer or Responsible Customer without the City 's prior consent, and shall continue to provide service to any Customer or Responsible Customer if directed to do so by City without regard to the status of said Customer's or Responsible Customer's account.

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13.2 Minimum Requirements for Billing Statements

Bills shall be prepared and provided in a manner that adequately presents the services rendered in an easy to understand and verifiable format. The format of Contractor's Bills must be approved by City prior to the commencement of Solid Waste Collection services under this Agreement. City reserves the right to require changes to the Bill format during the Term of this Agreement. In addition to any other pertinent data, Billing statements mailed by Contractor shall be printed to contain the following information, and the language contemplated for compliance with this requirement shall be subject to the City Manager's approval:

(A) A "statement date" indicating the date the Bill is generated and mailed.

(B) A notice to Customers or Responsible Customers that payments are due within thirty (30) days of the statement date, an advisement that the Customer's or Responsible Customer's account will become delinquent if payment is not received by the 60th day following the statement date, an advisement of the date and time by which payments must be received in order to avoid delinquent fees (i.e., 4:00 p.m. on the 75th day following the statement date), and a notification of the amount of fees that will be imposed and the potential for service interruptions if payments are not received by the specified date and time.

(C) An advisement to Customers and Responsible Customers that payment can be made in the following manner:

(1) by mailing payment to Contractor at such address as Contractor may designate;

(2) by automatic withdrawal from a checking account;

(3) by major credit card on-line (i.e., via the Internet); or

(4) in person at Contractor's local office pursuant to Section 10.8.1 by cash, check, credit card or other acceptable forms of payment.

(D) An advisement that inquiries relating to Solid Waste Collection should be directed to Contractor, including an address, phone number and internet site, for such inquiries.

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13.3 Billing System

13.3.1 Computerization of Account Information

Contractor shall provide and maintain, at its expense, computer equipment sufficient to operate pertinent computer programs and otherwise provide the services required by this Section. Contractor shall create, at its own expense, computer programs sufficient to operate a computerized billing system, permanently maintain all account records and otherwise meet the requirements of this Section.

13.3.2 Minimum Computer Programming Requirements

In addition to any other requirements set forth herein, the programs created by Contractor to operate and maintain the billing system shall at a minimum be able to perform the following functions:

(A) create a permanent record of any adjustment to a Customer's or Responsible Customer's account;

(B) work in connection with a backup system such that all Customer and Responsible Customer account data and records are protected from a computer failure and permanently preserved on not less than a daily basis; and

(C) allow Customers or Responsible Customers to make payments on-line (i.e., via the Internet) by a major credit card, automatic withdrawal from a checking account, mail, cash or other acceptable forms of payment.

13.3.3 Billing Inquiries

All Billing inquiries shall be entered into the computerized billing system. Contractor's computer programs shall keep a permanent record of all Billing inquiries and all adjustments to Customer's or Responsible Customer's Bills resulting therefrom.

13.4 Payment, Accounting Systems

13.4.4 Collection and Processing of Payments

13.4.4.1 Accounting and Deposit of Funds

All payments received by Contractor shall be appropriately credited to Customer and Responsible Customer accounts, deposited in a bank account and accounted for in a businesslike manner utilizing generally accepted accounting principles. To facilitate audits and record keeping Contractor shall make all withdrawals from its bank accounts by check, ACH debit/credit or wire, regardless of whether the withdrawal is to provide funds to City, Contractor, or any permissible subcontractor of Contractor.

13.4.4.2 Allocation of Funds

With respect to payments received from each Customer or Responsible Customer, unless a Customer or Responsible Customer specifically directs a different allocation, funds shall be allocated first to outstanding charges for Solid Waste Collection, from oldest to most recent charges, then to any related delinquency fees or service charges, and lastly to other administrative charges, up to the amount of any outstanding balance. Any overpayment shall be credited to future Bills in the same sequence, or returned to Customers or Responsible Customers as appropriate.

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SECTION 14.
FAITHFUL PERFORMANCE

14.1 Surety

Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism (the "Surety") as more fully defined below in the amount of One Hundred and Fifty Thousand Dollars ($150,000.00). The Surety may be comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Surety requirement, it shall be drawn upon a financial institution with an office within one hundred (100) miles of City , and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, and in a form acceptable to the City Attorney. The cost of the Surety shall be the sole responsibility of Contractor. The Surety shall be released within thirty (30) days after both (i) the expiration of the Term of this Agreement; and (ii) Contractor's satisfactory performance of all obligations hereunder.

14.1.1 Forfeiture of Surety

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City , forfeited to the City . Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within thirty (30) days of the City 's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

14.1.2 Use of Surety by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City , including specifically liquidated damages; and (2) Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

14.2 Cash Bond

Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall also provide City with a cash bond ("Cash Bond") as more fully defined below in the amount of Fifty Thousand Dollars ($50,000.00). The Cash Bond may be comprised of either a cash deposit or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Cash Bond requirement, it shall be drawn upon a financial institution with an office within one hundred (100) miles of City , and otherwise in a form acceptable to the City Attorney. The cash deposit, if any, shall be deposited in an interest-bearing account at a financial institution with an office within one hundred (100) miles of City that is acceptable to the City Attorney. All interest on a cash

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deposit, if any, shall accrue to Contractor. Any costs associated with the Cash Bond shall be the sole responsibility of Contractor. The Cash Bond shall be released within thirty (30) days after both (i) the expiration of the Term of this Agreement; and (ii) Contractor's satisfactory performance of all obligations hereunder.

14.2.1 Forfeiture of Cash Bond

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Cash Bond, as may be necessary to recompense and make whole the City , forfeited to the City . Upon partial or full forfeiture of the Cash Bond, Contractor shall restore the Cash Bond to its original amount within thirty (30) days of the City 's notice to do so. Failure to restore the Cash Bond to its full amount within thirty (30) days shall be a material breach of this Agreement.

14.2.2 Use of Cash Bond by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or cash deposit comprising the Cash Bond may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City , including specifically liquidated damages; and (2) Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

14.3 Replacement Letter of Credit

City may draw upon the entire letter of credit (if any) utilized to meet Contractor's obligations pertaining to the Surety and Cash Bond, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty (60) days prior to its expiration.

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SECTION 15.
INSURANCE COVERAGE

Contractor shall procure and maintain during the entire Term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations, or any other obligations as set forth herein.

15.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 1001 covering Automobile Liability, code 1 "any auto".

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

15.2 Minimum Limits of Insurance

Contractor shall maintain in force for the Term of this Agreement limits no less than:

15.2.1 Commercial General Liability

Ten Million Dollars ($10,000,000.00) limit aggregate and Five Million Dollars ($5,000,000.00) limit per occurrence for bodily injury, personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

15.2.2 Automobile Liability

Ten Million Dollars ($10,000,000.00) combined limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

15.2.3 Workers' Compensation and Employers Liability

Workers' compensation statutory limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000.00) per accident.

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15.3 Deductibles and Self-Insured Retentions

All deductibles or self-insured retentions (i) shall be for the account of Contractor and paid entirely by Contractor without contribution from City, and (ii) shall be declared to City . If, in the reasonable opinion of the City , Contractor does not have sufficient financial resources to protect the City from exposure with respect to any deductibles or self-insured retentions Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

15.4.1 General Liability

City and its elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds in connection with liability arising out of

activities performed by or on behalf of Contractor; Premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its elected and appointed officials, officers, employees, agents and volunteers. As respects the liabilities assumed by Contractor under this Agreement, Contractor's insurance coverage shall be the primary insurance for the City and its elected and appointed officials, officers, employees, agents and volunteers in connection with the above enumerated categories. Any insurance or self-insurance maintained by City or its elected and appointed officials, officers, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City or its elected and appointed officials, officers, employees, agents and volunteers. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

15.4.2 Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against City and its elected and appointed officials, officers, employees, agents and volunteers for losses arising from work performed by Contractor for City. A Waiver of Subrogation Endorsement must be issued to City by the insurer.

15.4.3 Environmental Pollution Control Insurance

Contractor shall maintain either an endorsement to its general liability policy, or a separate policy of insurance covering environmental pollution and contamination that names the City as an additional insured. Said coverage shall be in the amount of not less than One Million Dollars ($1,000,000) per occurrence, and One Million Dollars ($1,000,000) in the aggregate, and shall substantially comply with all other provisions set forth in Section 15.4.1.

15.4.4 All Coverages

Except for Worker's Compensation, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to City. Additionally, Contractor agrees that it will not suspend, void or reduce in coverage or limits each insurance policy required by this clause without notice to the City.

15.5 Acceptability of Insurers

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless otherwise approved by the City Manager.

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15.6 Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.7 Loss or Reduction in Insurance

In the event that Contractor fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right, but not the obligation to either terminate this Agreement, or obtain insurance coverage as required herein on behalf of Contractor and utilize funds from the Initial Surety and/or Agreement Surety defined in Section 14 to pay the cost of providing such coverage.

SECTION 16.
ASSIGNMENT, SUBLETTING, AND TRANSFER; REQUIREMENTS AND LIMITATIONS

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16.1 General

Contractor shall not assign any portion of or all of its rights, nor delegate, subcontract or otherwise transfer any portion of or all of its obligations under this Agreement (collectively referred to as an "Assignment") to any other Person without the prior approval by the City Council. The City Council has unfettered discretion to approve or deny such an Assignment. The City Council's exercise of its unfettered discretion may include City Council review and approval of any Assignment terms, including, but not limited to, insurance obligations, indemnification language, bonding requirements, and any and all other terms the City Council may in its unfettered discretion require. Any such Assignment made without the approval by the City Council shall be void and the attempted Assignment shall constitute a material breach of this Agreement.

16.2 Assignment to be Broadly Interpreted

For purposes of this Section, the term "Assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of any membership interest of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor or any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of

Contractor; and (vi) Contractor's subcontracting of only a portion of its rights and obligations under this Agreement (e.g., the In-Home Bulky Item Collection service).

16.3 Nature of Agreement – Personal to Contractor

Contractor acknowledges that this Agreement involves rendering a vital service to City 's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

16.4 Procedure for Consideration of Assignment

If Contractor requests City 's consideration of and consent to an Assignment, the City Council may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City 's approval have been met Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements:

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(A) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorneys' fees and costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment (collectively the "Administrative Assignment Fee"). An advance non-refundable payment in an amount to be determined by the City Manager towards the Administrative Assignment Fee shall be paid to the City prior to City 's consideration of any Assignment request, although Contractor shall be responsible to pay all costs incurred by City in considering a request for Assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the Assignment.

(B) If requested to do so, Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(C) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations

or other censure from any federal, state or local agency having City over its Solid Waste management operations due to any significant failure to comply with state, federal or local laws, including the Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and disposal of Solid Waste including Hazardous Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(D) The proposed assignee shall execute an agreement assuming all of Contractor's rights and liabilities under this Agreement.

SECTION 17.
REVIEW OF SERVICES AND PERFORMANCE

17.1 Performance Hearing

(A) Commencing on or about January 1, 2023, and on a biennial basis thereafter, City may hold a hearing to review Contractor's Solid Waste Collection efforts, source reduction, processing and other diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and recycling and disposal system; and to ensure services are being provided by Contractor with adequate quality, effectiveness and economy and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals and where applicable SB 1383's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

(B) In addition to the Solid Waste Services and Performance Review Hearings City may hold in accordance with the immediately preceding paragraph, if the number of Customer complaints regarding Contractor's Solid Waste Collection are deemed by City to be excessive or the nature of to be significant, City may, at any time (subject to the paragraph immediately below), hold a Solid Waste Services and Performance Review Hearing.

(C) City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Hearing at least ninety (90) days in advance thereof. The notice will indicate whether the hearing will occur before City staff, the City Council, or such other

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body as the City may designate in the notice. Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Contractor shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

(1) Current diversion rates and a report on Contractor's outreach activities for the past year.

(2) Recommended changes and/or new services to improve the City 's ability to meet the goals of AB 939 and SB 1383 and to contain costs and minimize impacts on rates.

(3) Any specific plans for provision of changed or new services by Contractor.

(D) The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Hearing. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Hearing, and any Customer may submit comments or complaints during or before the Hearing, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Hearing.

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SECTION 18.
CITY 'S REMEDIES; DEFAULT AND TERMINATION

18.1 Notice of Default

If the City Manager determines that Contractor has defaulted in the performance of any obligation hereunder, or that Contractor's performance pursuant to this Agreement with respect to such matters has not been in conformity with reasonable industry standards which are obtained in similar Cities in Southern California, the provisions of this Agreement, the requirements of the Municipal Code, the requirements of CalRecycle, including, but not limited to, requirements for source reduction and recycling or any other applicable federal, state, or local law or regulation, including but not limited to the laws governing transfer, storage, or disposal of special wastes, or hazardous wastes, the City Manager may provide written notice to Contractor of such default. The City Manager may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless a longer or shorter time is otherwise specified by the City Manager, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

18.2 Failure to Cure

If Contractor fails to correct, to the satisfaction of the City Manager, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Contractor fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such correction or

remedy thereafter, then the City Manager may refer the matter to the City Council for review, or review the matter himself.

18.3 Review by City Manager

If the City Manager reviews the matter and determines that Contractor has failed to properly or adequately cure any default set forth above, the City Manager, in the exercise of his discretion, may terminate this Agreement, or take such other action as he deems appropriate to pursue any remedy available to City . A decision or order of the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk within five (5) business days of the date the notice of the City Manager's decision is given. The City Manager shall schedule any appeal for consideration by the City Council no later than the earliest feasible regular City Council Meeting following the date a Notice of Appeal is given to City.

18.4 City Council Review

In the event an appeal of a decision of the City Manager is filed, or if the City Manager refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as an agenda item at either a regular, adjourned regular, or special meeting. In reviewing the matter, the City Council may consider any information reported by the City Manager regarding the deficiencies, and shall give Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard. The City Council shall determine whether Contractor has failed to properly or adequately perform as set forth above, and if so whether to terminate the Agreement, or to pursue any other remedy available to City.

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18.5 Performance During Reviews

Contractor's performance under this Agreement is not excused during any period of time when its performance is under review as set forth above, including at any time prior to a final decision as to whether such performance is deficient.

18.6 Termination without Right to Cure

The above right of termination as a result of Contractor's failure to timely cure any deficiency is in addition to City 's right to terminate this Agreement without affording Contractor an opportunity to cure in circumstances where Contractor is determined by City to have materially breached this Agreement. City shall thus be afforded the right to terminate this Agreement in the event of any material breach hereof by Contractor without affording Contractor the right to cure as a result of any action, inaction or circumstance which is a legally defined material breach, or is defined herein as a material breach, and/or under any of the following circumstances which are hereby specifically defined as material breaches:

(A) If Contractor practices, or attempts to practice, any fraud upon City.

(B) If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

(C) If Contractor willfully violates any orders or rulings of any regulatory body having City over Contractor relative to this Agreement. So long as City 's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Contractor, Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.

(D) If Contractor ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material, as required under this Agreement over all or any portion of the Franchise Area for a period of seven (7) days or more, for any reason not specified as a force majeure event hereunder.

(E) If Contractor fails to materially comply with any insurance or indemnification requirement set forth in this Agreement.

(F) If City is required to pay any fine or penalty, which is not paid on its behalf by Contractor or which Contractor fails, refuses, neglects or is unable to pay or indemnify City against, relating to any diversion or other requirement of AB 939 and/or SB 1383.

(G) If Contractor, Contractor's shareholders, Contractor's directors, or any senior management level employee of Contractor (defined for purposes of this provision as any representative of Contractor who regularly is in communication with or regularly has contact with any member of the City Council or City Manager, or any of Contractor's employees who communicate with any City Department Head or City employee with decision making authority on matters related to the performance of the Agreement) is convicted of a Criminal Matter (as defined herein). For purposes of this Section the term Criminal Matter refers to any felony or misdemeanor offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).

(H) If Contractor fails to meet the Recycling Diversion Requirement in Section __for any calendar year under this Agreement.

18.7 Liquidated Damages

18.7.1 General

The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage

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results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

18.7.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City 's right to treat such breaches as an event of default, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

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Contractor	City
Initial Here _____	Initial Here _____

18.7.3 Calculations for Liquidated Damages

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below for each type of action warranting such damages:

18.7.3.1 Collection Reliability

(A) For each failure to commence service to a new Customer account within seven (7) days after order: $200.00.

(B) For each failure to Collect Solid Waste from any established Customer on the scheduled Collection day and not Collected within the period described in this Agreement which exceed five (5) such failures annually: $200.00.

(C) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled pickup days: $200.00.

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright with lids secured which exceeds ten (10) such occurrences annually: $150.00.

(B) For each occurrence of excessive noise or discourteous behavior which exceeds five (5) such occurrences annually: $500.00.

(C) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually: $500.00.

(D) For each occurrence of damage to private property in an amount in excess of $1,000 which exceeds five (5) such occurrences annually: $500.00.

(E) For each failure to clean up Solid Waste spilled from Containers, excepting amounts that are so nominal in nature that they would not reasonably be expected to be noticed by the driver of a Collection Vehicle, within 90 minutes or in compliance with NPDES requirements, whichever is stricter: $500.00.

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18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer complaint within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: $150.00.

(B) For each failure to process Customer complaints to City as required herein, which exceeds five (5) such occurrences annually: $200.00.

(C) For each failure to remove graffiti from Containers or to replace with Containers bearing no graffiti, within twenty-four (24) hours (Sundays and holidays excepted) of a request from City: $150.00.

18.7.3.4 Timeliness of Submissions to City

(A) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

(1) Monthly Reports: $100.00 per day.

(2) Quarterly Reports: $200.00 per day.

(3) Annual Reports: $500.00 per day.

18.7.3.5 Cooperation During Transition with Subsequent Solid Waste Enterprise

(A) For each day routing information, including billing information and other operating records needed to service premises, is requested by City or any subsequent solid waste enterprise in accordance with Section 29 and is received after City -established due dates, both for preparation of a request for proposals and for any subsequent solid waste enterprise's implementation of service: $1,000.00 per day.

(B) For each day delivery of keys, security codes, remote controls used to access garages, gates and bin enclosures, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new solid waste enterprise servicing Customers with access issues: $1,000.00 per day.

(C) For delay in not meeting the requirements from Section 29 in a timely manner, in addition to the daily liquidated damages for breach under Sections 18.7.3.5(A)-(B) above, a one-time charge of: $35,000.

18.7.3.6 Minimum Hauler Recycling Requirements

(A) For each calendar year, beginning in 2017, in which Contractor fails to meet the guaranteed Recycling Diversion Requirement set forth in Section 8.6.4: $40 for each ton below the tonnage level necessary to meet the Recycling Diversion Requirement.

18.7.4 Process for Assessment of Liquidated Damages

(A) City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or through an investigation of Customer complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages and accordingly City will endeavor to timely communicate to Contractor any information that it receives which might give rise the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency, or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.

(B) Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager will provide Contractor with a written explanation of his or her determination on each incident(s)/non-

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performance prior to authorizing the assessment of liquidated damages. The decision of City Manager shall be final.

(C) City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

18.7.5 Timing of Payment

Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against any security required by this Agreement to obtain payment, and/or find Contractor in default and exercise its right to terminate this Agreement as set forth herein.

SECTION 19.
CONTRACTOR'S REMEDIES; ADMINISTRATIVE HEARING

19.1 Administrative Hearing

Should Contractor contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. The hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the parties, and shall be held before an impartial hearing officer to be determined by the City Manager. The hearing officer shall make an advisory ruling on Contractor's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the parties so agree in writing within thirty (30) days of the date notice of the decision is given to both parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

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19.2 Other Remedies; Claims

Contractor shall be entitled to all available remedies in law or equity for City 's breach of this Agreement; provided, however, Contractor shall not file or otherwise commence any action against City , in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted thirty (30) day period to accept the hearing officer's decision has passed, or either City or Contractor has given timely written notice to the other that it will not accept the hearing officer's decision.

19.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Contractor against City arising out of this Agreement, Contractor shall present a claim to City , as required by Government Code Section 910 et seq., within thirty (30) days of the date of the occurrence giving rise to the claim for damages.

SECTION 20.
CITY 'S ADDITIONAL REMEDIES

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Contractor:

(A) The right to use Contractor's equipment for the purpose of Collecting, transporting, and/or disposing of Solid Waste, including Recyclable Material, for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to use and possess the equipment. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the equipment for the period of City 's possession thereof (although payment may, if appropriate, occur in the form of a setoff against damages otherwise owed by Contractor pursuant to the terms hereof);

(B) The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself; and

(C) The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach of this Agreement by Contractor, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

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SECTION 21.
RIGHTS OF CITY TO PERFORM DURING EMERGENCY

21.1 Provision of Service

Should Contractor, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than forty-eight (48) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Manager finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twelve (12) hours prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor previously used in providing Collection, transportation, and disposal of Solid Waste and provide, through its own forces or otherwise, Solid Waste Handling Services which Contractor otherwise would be obligated to provide pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City 's use.

21.2 Possession of Equipment

Contractor agrees, that in the event of circumstances described in Section 21.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge. Upon Contractor giving City notice that it is able to resume its normal responsibilities under this Agreement City shall either relinquish possession of all of the above mentioned property to Contractor.

21.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Contractor's equipment without compensation are circumstances in which Contractor fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City 's right to utilize and possess Contractor's equipment shall be subject to the provisions of the above Section 20.

SECTION 22.
PRIVACY

Contractor shall strictly observe and protect the privacy rights of Customers. Information identifying individual Customers or the composition or contents of a Customer's Solid Waste stream, or any of the billing information pertaining to any Customers, shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, ordinance, or regulation of a governmental agency having City , or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste audits which may be required by AB 939 or this Agreement. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of Customers. The rights afforded Customers pursuant to this Section shall be in addition to any other privacy right afforded Customers pursuant to federal or state law.

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SECTION 23.
REPORTS AND ADVERSE INFORMATION

The parties acknowledge that City will require reporting at various intervals by which information important to City can be complied and analyzed. Throughout the Term the parties agree to work together to address City 's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed by agreement of the parties; provided any such change is approved by the City Manager in writing. Monthly reports shall be submitted within twenty (20) calendar days after the end of the report month. Quarterly reports shall be submitted within twenty (20) calendar days after the end of the calendar quarter.

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City on a monthly basis: Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, sand, and concrete), as well as by customer type (i.e., single family, multi-family, commercial, roll-off, curbside, etc.); the facilities where all Solid Waste Collected was processed or disposed; a list of all missed pick-ups; a list of the records related to non-collection notices; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers (if applicable); and a narrative summary of problems encountered (including

scavenging) and actions taken with recommendations for City , as appropriate. Contractor shall also provide a detailed list of all In-Home Bulky Item Collections including, at a minimum, Customer name, Customer address, Customer telephone number, date(s) of service, and a description of each item Collected.

23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City on a quarterly basis: the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted the previous quarter; report of the number of Customers participating in Recycling Collection services, a narrative description of problems encountered and actions taken with respect to scavenging, and such other information or reports that the City may reasonably request or require. Contractor shall, upon demand by City, provide true and accurate copies of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor's quarterly reports.

23.3 Annual Reports

Within 30 days of the end of each calendar year during the Term of this Agreement and within thirty (30) days after the end of the Term, Contractor shall submit a written annual report, at its sole expense, in a form approved by City , which includes, but is not limited to, the following information:

(A) A summary of the previous year's activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;

(B) A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State's landfill systems during that time frame;

(C) Information and reports required by City to meet its reporting obligations imposed by AB 939 and the regulations implementing AB 939, in a form and content approved by the City Manager;

(D) A revenue statement, certified by the chief financial officer of Contractor, setting forth Franchise Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts;

(E) A list of Contractor's officers and the members of its Board of Directors, or as applicable a list identifying all Persons holding a membership interest in Contractor;

(F) A list of stockholders or other equity investors holding five percent (5%) or more of the interest in Contractor; and

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(G) A list of each service address or other identifying location associated with each Customer's or Responsible Customer's account, the total number of Carts at each such address or other identifying location, types of services being Billed and the serial numbers associated or other identifying information associated with each Cart at such address as required by Section 8.1.8(F).

(H) A list of Customers or Responsible Customers who elect not to receive a Recycling Cart, including contact information, reasons, and the locations thereof.

23.4 Format of Reports

Each monthly, quarterly, and annual report shall be submitted to City, addressed to the City Manager or his or her designee. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor agrees to submit all reports to e-mail addresses designated by City in an electronic format approved by the City , compatible with City 's software/computers at no additional charge.

23.5 Adverse Information

(A) Contractor shall provide City two copies of all reports and other material adversely affecting this Agreement submitted by Contractor to the United States Environmental Protection Agency, CalRecycle, the California Regional Water Quality Control Board, and any other federal, state, regional, or local regulatory agency. Copies shall be submitted to City simultaneously with Contractor's filing of such matters with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to City , but shall be made available to City upon written request.

(B) Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind submitted by Contractor to, as well as copies of all decisions, correspondence, and actions by, any federal, state, and local courts, regulatory agencies, and other government bodies relating in any manner to Contractor's performance of services pursuant to this Agreement. To the degree authorized by law, any confidential data exempt from public disclosure shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection.

(C) Contractor shall submit to City such other information or reports in such forms and at such times as City may reasonably request or require.

(D) All reports and records required under this or any other Section hereof shall be furnished at the sole expense of Contractor.

23.6 Disaster Plan

Within ninety (90) days of the Effective Date, Contractor shall prepare a draft disaster debris cleanup implementation plan that sets forth procedures for collection of debris following a major disaster such as an earthquake, mudslide, storm, flood, fire, terrorist attack, riot, civil disturbance or other similar event. The disaster plan shall address priorities for cleanup at critical

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facilities, procedures for reimbursement for costs, describe communication plans, list key contact persons, and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the landfill. Contractor shall coordinate the plan with City 's emergency service teams and private parties, as necessary. The draft plan shall be presented to the City Manager for consideration and approval. The final plan shall be distributed to those employees of Contractor and City and private parties who would have a role in implementing such plan in the event of a disaster.

In addition to the disaster debris cleanup implementation plan, Contractor shall: (1) assist City in the event of a major disaster by providing Collection Vehicles and drivers normally assigned to City at rates which do not exceed the maximum rates set forth on Exhibit A; and (2) , upon request and at no additional charge, provide to City at City Hall or other locations designated by the City Manager, up to ten (10) Bins and/or Rolloff Boxes, with the quantity and size to be designated by City , for use as emergency containers to store emergency materials and supplies.

23.7 Failure to Report

The refusal of Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by Contractor in such report shall be deemed a material breach of the Agreement, and shall subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

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SECTION 24. COMPENSATION

24.1 Contractor Rates

Contractor shall provide services to Customers pursuant to this Agreement at rates it sets, charges to, and collects from Customers, which rates shall not exceed those set forth in the attached Exhibit A, which sets out the maximum rates that may be charged by Contractor, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. The maximum rates set forth in Exhibit A are inclusive of all services to be provided, including transportation, disposal, and Container costs, and no other charges shall be imposed by Contractor for such services.

24.2 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding an adjustment to the maximum rates Contractor may charge, or the computation thereof, shall be decided by the City Manager. The rates in effect at the time such dispute is submitted to the City Manager shall remain in effect pending resolution of such dispute. The effective date of the adjusted maximum rate following the resolution of any such dispute, whether retroactive or prospective, shall be determined by the City Manager.

24.3 Annual Consumer Price Index Adjustments

Commencing on July 1, 2023 the maximum rates as set forth in Exhibit A shall be adjusted, and such rates shall be adjusted annually thereafter on each subsequent January 1st during the Term hereof (the "Adjustment Dates"), by multiplying each rate by Consumer Price Index ("CPI") for All Urban Consumers, CUURA421SA0 not seasonally adjusted, all items index (CPI-U) – Los

Angeles-Long Beach-Anaheim area for the twelve (12) month period ending the December immediately prior to the applicable Adjustment Date versus the index average for the previous twelve months. At least ninety (90) days prior to charging Customers any rate increased due to an increase in the CPI, Contractor shall obtain the City Manager's approval to do so. The City Manager shall approve such a request unless it is determined, based upon substantial evidence, that the requested adjustment to the maximum rate does not meet the requirements as set forth herein.

It is anticipated that to obtain City Manager's approval of Contractor's requested rate increase, Contractor shall provide all necessary information to justify the request. City will make an effort to verify information provided by Contractor, but ultimately Contractor bears the burden of ensuring the submitted information is correct and supported by all necessary documentation. Contractor agrees and acknowledges that City is entitled to rely, in good faith, on information submitted by Contractor, including mathematical calculations, CPI data, and other documentation, to justify Contractor's requested rate increase. In the event that there are errors in Contractor's requested rate increase request, including, but not limited to, an inaccurate rate adjustment request, inaccurate application of the rate increase formula described above, or usage of inaccurate data, Contractor acknowledges and agrees that City is entitled to seek recovery of damages on behalf of the public or impose future rate reductions to compensate for the errors. Contractor also waives any arguments or defenses Contractor now has or may have in the future, including estoppel, waiver, or other similar equitable remedies, with respect to any action, claim, demand, proceeding or suit in law or equity of any and every kind and description brought by or on behalf of City or Customers due to errors in Contractor's requested rate increase.

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24.4 Limitations to Annual CPI Adjustments

Notwithstanding anything to the contrary in Section 24.3 above, the maximum annual adjustment occurring pursuant to Section 24.3 shall be limited by the provisions set forth below.

24.4.4 Five Percent (5%) Cap

Any maximum rate may not be increased in any given year by more than five percent (5%) without regard to any higher increase which may otherwise be justified by the formula set forth in Section 24.3. In the event an increase exceeds the five percent (5%) cap, the un-applied percentage may not be rolled forward and applied to maximum rate increases in subsequent years.

24.4.5 Compliance with Agreement

No increase to the maximum rates shall occur if the City Manager determines that Contractor did not substantially comply with all terms of this Agreement in the Rate Year preceding the increase, including without limitation, provisions hereof relating to reporting, diversion, and Customer service standards.

24.5 Discretionary Adjustments

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth in Section 24.3 for unusual changes in the cost of providing

service under this Agreement. For each request for an adjustment to the maximum rates brought pursuant to this Section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City Council may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Contractor may not request an extraordinary increase in the maximum rates as a result of: changes in fees or taxes such as Social Security, disability or income tax; changes in health care costs, including increases to the cost of health insurance or changes to the requirements for health insurance; changes in the market value of Recyclables or processing costs for Recyclables or Green Waste; inaccurate estimates by Contractor of its cost of operations; or costs of compliance with South Coast Air Quality Management District and Air Resource Board rules and standards for Collection Vehicles. An advance non-refundable payment of Five Thousand Dollars ($5,000.00) shall be paid to City prior to City 's consideration of each of Contractor's requests for an adjustment of the maximum rates pursuant to this Section.

SECTION 25.
IDENTIFICATION OF CONTRACTOR

Contractor has agreed to use the name "_____" identify itself to the public as the specific organization that shall provide all services under this Agreement. Unless otherwise approved in writing by City, this name shall be used for all correspondence, Billing statements, directory listings, references, signs, and vehicle and Container identification.

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SECTION 26.
CITY 'S FLOW CONTROL OPTION/COUNTY AGREEMENT

26.1 Flow Control Option

City shall have the absolute ability to choose the location for the delivery and/or disposal of all Solid Waste (including Recyclable Material, Organic Waste, Green Waste, and construction and demolition waste) Collected pursuant to this Agreement (hereinafter City 's "Flow Control Option"). Contractor expressly consents to City 's ability to direct the location for disposal of Solid Waste hereunder, and waives any and all rights to challenge City 's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all Solid Waste Collected hereunder to the Orange County landfill system in a manner consistent with its obligations under the County Agreement (including, without limitation, its obligations related to Solid Waste that is delivered to a processing/transfer facility prior to being delivered to a landfill for disposal), and Contractor has agreed to handle all Solid Waste Collected hereunder in a manner consistent with City 's exercise of its Flow Control Option as noted above. City shall be deemed to have further exercised its Flow Control Option so as to require processing of all source-separated Organic Waste at a properly permitted facility located in Orange County. At any time during the Term of this Agreement the City Manager may notify Contractor in writing that City no longer desires to exercise its Flow Control Option. In the event City so notifies

Contractor of its desire to cease exercising its Flow Control Option, Contractor shall have the absolute discretion to utilize any disposal facility, transfer station, recycling facility, material recovery facility, landfill, or other facility of its choosing to retain, recycle, process, and dispose of Solid Waste generated within the City , provided the use of such facility by Contractor enables it to meet all other requirements of this Agreement.

26.2 County Agreement

Contractor expressly acknowledges its awareness of the County Agreement which has been adopted and entered into by City. Moreover, Contractor acknowledges that it has had an opportunity to review the County Agreement, and is aware of the provisions thereof that require all Solid Waste collected in the City Limits to be disposed of in the Orange County landfill system. Contractor further acknowledges that the County of Orange is an intended third party beneficiary of Contractor's obligations relating in any way to the disposal of Solid Waste pursuant to this Agreement and the County Agreement. Contractor hereby adopts as its obligations hereunder such provisions of the County Agreement that require action or inaction by it as City 's Solid Waste franchisee. Contractor represents and warrants that it can and will perform its duties in connection with this Agreement in such a manner as to ensure that City does not breach the terms of the County Agreement as a result of Contractor's actions or inaction. In the event City advises Contractor in writing that the County Agreement has been terminated, or that it no longer wishes to exercise its Flow Control Option in a manner consistent with the County Agreement, then Contractor's obligations pursuant to this paragraph shall be terminated.

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SECTION 27.
INDEMNIFICATION

27.1 General

(A) Contractor hereby agrees to and shall indemnify and hold harmless City , its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of, resulting from, and/or in any way connected with this Agreement including: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, and/or subcontractors to comply in all respects with the provisions of this Agreement, all Applicable Laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws); and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution). The foregoing indemnity and hold harmless provisions shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused

in part by any of Indemnities' negligence, but shall not extend to matters resulting from Indemnities' sole negligence, or willful misconduct. Contractor further agrees to and shall, upon demand of City , at Contractor's sole cost and expense, defend (with attorneys acceptable to City) City , its elected and appointed boards and commissions, officers, employees, and agents against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor.

(B) Contractor, upon demand of City , made by and through the City Attorney, shall protect City and appear in and defend City and its elected officials, officers, employees and agents, in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City 's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or any other federal or state laws to provide Collection services in the City .

(C) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

27.2 Hazardous Substances Indemnification

(A) Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

(1) results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) relates to material Collected, transported, recycled, processed, treated or disposed of by Contractor.

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(B) Contractor's obligations pursuant to this Section shall apply, without limitation, to:

(1) any Claims brought pursuant to or based on the provisions of the Environmental Laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous Waste Control Laws (California Health and Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other federal, state, regional or local environmental statutory or regulatory provision;

(2) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Contractor of any facility;

(3) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Contractor; and

(4) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

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(C) The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

(D) For purposes of this Agreement, the term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(n); any "hazardous substance," as that term is defined herein or under California Health & Safety Code Sections 25281(h), 25501(n), 25501.1 and under Title 42, Section 9601(14) of the United States Code; any "hazardous waste," as that term is defined herein and under Title 42, Section 6903(5) of the United States Code and under California Health & Safety Code Section 25501(n); any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxiCity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Agreement.

(E) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

(F) With regard to any claim covered by this provision arising from the delivery of Solid Waste to the Orange County landfill system pursuant to the terms of the County Agreement, the indemnity provisions hereof are intended to be supplemental to any indemnification obligations owed to the City by the County of Orange pursuant to the County Agreement.

SECTION 28.
CONTRACTOR'S BOOKS AND RECORDS; AUDITS

28.1 Maintenance and Inspection of Records

Contractor shall maintain all records relating to the services provided hereunder, including but not limited to Customer lists, billing records, accounts payable records, maps, AB 939/SB 1383 compliance records, records reflecting the number of refuse, recycling and organics routes and route hours by service category (such as residential, multi-family, commercial, roll-off, and special services), records demonstrating facilities, equipment and personnel used to perform services, records reflecting the number of refuse, recycling and organics Containers in service by frequency of Collection for each customer group (such as single family, multi-family, commercial, roll-off); records reflecting the number of roll-off box pulls, and such other documents and materials which reasonably relate to Contractor's compliance with the provisions of this Agreement (the "Records"), for the full Term of this Agreement, and an additional period thereafter of not less than three (3) years, or any longer period required by law. City shall have the right, upon five (5) business days advance notice, to inspect the Records. Such Records shall be made available to City at Contractor's regular place of business, but in no event outside the County of Orange. Prior to destruction of records relating to the services provided pursuant to this Agreement, Contractor shall provide copies or originals of such records to City.

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28.2 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5) years following the termination of this Agreement, and agrees to notify City 's City Manager, City Clerk and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

28.3 Ongoing Compliance Review

City intends review Contractor's performance on an ongoing basis to ensure compliance with the terms and provisions of this Agreement, and it is City 's intent that a designated portion of the Waste and Recycling Services Reimbursement, as more fully described in Section 11.4, will be used to fund City 's costs associated with ensuring Contractor's ongoing compliance. At a minimum, City intends to have internal staff or outside consultants review Contractor's

performance to ensure ongoing compliance with the terms hereof, including, but not limited to, the payment of required fees, performance of the services stated herein, implementation of programs required under the Agreement, Contractor's maintenance and upkeep of records, and compliance with all Applicable Laws. Contractor shall provide any and all information reasonably requested by City in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Contractor is required to maintain and provide to City .

28.4 Audits

28.4.1 Examination of Services

From time to time, anticipated to occur as a result of reports and other submittals required by this Agreement, City may request Contractor to make available any or all of its records related to performance hereunder available to an independent auditor or examiner, to be selected by the City , for auditing and examination purposes (a "Discretionary Audit"). The scope of the Discretionary Audit and auditor or examiner will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, and verification of diversion rates. Except as otherwise provided herein, City shall bear the cost of any Discretionary Audit. Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by City , complete with any additional late charges as set forth herein. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with Contractor's operations or billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Contractor shall bear the entire cost of such Discretionary Audit.

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28.4.2 Route Audit

Contractor shall complete an audit at its expense of its Collection routes for all Customers at Residential and Commercial Premises at such times as may be requested by City ; provided, however, that while City may request that such an audit occur at any time, it may not request such audits at Contractor's expense more than seven (7) times during the Term. The timing of such audits is at the City 's discretion and may be required to be timed with the issuance of a request for proposals for a new agreement. The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver or route supervisor of each Customer in the City. The route audit shall include, as a minimum, the following information for each account:

- Route Number;
- Truck Number;
- Account Name;

- Account Number;
- Account service address;
- Service Level per Billing System (quantity, size, frequency);
- Service Level per Routing System;
- Observed Containers (quantity, type and size);
- Serial number (or other coding if acceptable to the City Manager) identifying each Cart and its associated service address;
- Bin condition;
- Proper signage; and
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report summarizing the results thereof which shall include:

- Identification of the routes;
- Truck numbers;
- Number of accounts, by route and in total;
- Number of Containers (broken down by type) per service address, per route and total number of Containers;
- Types of exceptions observed;
- Number of exceptions by type;
- Total monthly Billing, pre-audit;
- Total monthly Billing, post-audit (subsequent to corrections of identified exceptions);
- Percentage of the number of accounts with errors to the total number of accounts served; and
- Percentage of the "net" change in monthly Billing as a result of the audit to the total pre-audit monthly Billing.

The report shall include a description of the procedures followed to complete the audit, and shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit

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training of the route auditors, particularly if temporary personnel are used. The report shall also include a description of the changes and Contractor's plans to resolve any exceptions. The route audit data and results of the audit shall be available for review by the City or its representative.

SECTION 29.
TRANSITION OBLIGATIONS

At the end of the Term, or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent solid waste enterprise it designates to assure a smooth transition of services. Contractor's cooperation shall include, but not be limited to, providing route lists, billing information and other operating records needed to service all premises covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall provide any new solid waste enterprise with all keys, security codes and remote controls used to access garages, gates and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after its final collection activities, so as to not disrupt services, including coordinating with the new solid waste enterprise on the removal of Contractor's Containers and the delivery of the new solid waste enterprise's Containers. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, provide an updated list two weeks before the transition, and a final updated list with any changes the day before the transition. Contractor shall provide means of access to the new solid waste enterprise at least one full business day prior to its first day of collection, and within sufficient time so as to not impede in any way the new solid waste enterprise from easily servicing all Containers.

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SECTION 30.
GENERAL PROVISIONS

30.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services or Temporary Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Contractor. The term "other catastrophic events" does not include: (i) the financial inability of Contractor to perform; (ii) failure of Contractor to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Contractor; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

30.2 Independent Contractor

Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

30.3 Pavement Damage

Contractor shall be responsible for the cost of repair of any extraordinary damage to the public streets and streets, whether or not paved, located within the City resulting from providing the services required hereunder.

30.4 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Contractor to private or public property shall be promptly repaired or replaced at Contractor's expense.

30.5 Right of Entry

Contractor shall not have the right, until Contractor receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Temporary Services and/or Solid Waste Handling Services pursuant to this Agreement.

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30.6 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Orange and venue in federal trial courts shall lie exclusively in the District of California in which City is located.

30.7 Amendment

This Agreement is intended to carry out City 's obligations to comply with the provisions of AB 939 and SB 1383, as implemented by regulations of CalRecycle, as they from time to time may be amended. In the event that, after the Effective Date of this Agreement, AB 939 or SB 1383 is amended, or other state or federal laws or regulations are enacted and prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise expressly stated herein, no other amendment of this Agreement shall be valid unless it is in writing and duly executed by the parties.

30.8 Notices

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

To Contractor: _____
Attn:_____
_____
_____

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 8:00 a.m. to 5:00 p.m. on any regular business day for City 's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

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30.9 Savings Clause

If any non-material provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

30.10 Exhibits Incorporated

Exhibits __ through __ are attached to and incorporated in this Agreement by reference.

30.11 Joint Drafting

This Agreement shall be interpreted as if it were drafted jointly by the parties to the Agreement.

30.12 Attorneys' Fees and Litigation Costs

In the event either party brings any action or proceeding to enforce or interpret the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses, including without limitation expert witness fees, consultant fees and costs. Without limiting its scope in any way, this provision is expressly intended to, and shall, apply to fees and costs incurred in any appeal.

30.13 City 's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Manager is designated as the City 's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring action by the City .

30.14 Integrated Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the Parties, whether written or oral. The Parties acknowledges this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this instrument.

30.15 Section Headings

The section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

30.16 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

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30.17 No Third Party Beneficiaries

Except as otherwise provided for in this Agreement, nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any persons other than the parties to the Agreement and their representatives, successors, and permitted assigns.

[SIGNATURES ON FOLLOWING PAGE]

"City"

CITY OF LOS ALAMITOS

Dated: _____ By:_____
Mark A. Chirco, Mayor

ATTEST:

By:_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

By:_____
Michael S. Daudt, City Attorney

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"Contractor"

Dated: _____ By:_____

Dated: _____ By:_____

EXHIBIT A

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES

EXHIBIT B

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10L**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Amendment No. 6 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement**

SUMMARY

This item seeks approval of Amendment No. 6 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance until December 31, 2021. The current Professional Services Agreement (PSA) expires on June 6, 2021.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 6 of the Professional Services Agreement with Clear Channel Outdoor, LLC.

BACKGROUND

Clear Channel has provided bus shelters and maintenance services to the City since 1991, with the current Professional Services Agreement (PSA) secured by a Request for Proposals (RFP) in 2006.

The original agreement established 19 new bus shelters that Clear Channel purchased and installed at no cost to the City. Clear Channel solicits advertising for the shelters and allow the City a limited use of advertisement space at no cost. Clear Channel maintains the shelters and benches twice weekly, keeping them free of litter, graffiti, debris, and will sweep, clean, and empty trash receptacles as often as necessary to keep them functional.

DISCUSSION

The City is in the process of preparing a formal RFP soliciting bids for Bus Shelter Maintenance and Advertising Services. To ensure uninterrupted service while the City completes this procurement, the City desires to extend the term of the Agreement for an additional six (6) months, ending on December 31, 2021.

Amendment No. 6 proposes a short-term agreement, which would extend the City's contractual relationship with Clear Channel for six (6) additional months. Extension of the agreement ensures the continuity of services.

FISCAL IMPACT

There is no fiscal impact for this service, as services are provided to the City at no cost under the terms of the agreement.

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. 6 – Clear Channel Outdoor, LLC*
2. Professional Services Agreement with Clear Channel

AMENDMENT No. 6 TO BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 6 to Bus Shelter License and Maintenance Agreement ("Amendment") is made and entered into on this 17th day of May, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation ("City"), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation ("Contractor"), 19320 Harborgate Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the "Agreement"), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 5, each of which are incorporated herein by this reference, the Agreement will expire on June 6, 2021 unless extended.

D. City is in the process of circulating a formal Request for Proposals ("RFP") that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RPF process and until a new long-term Bus Shelter License and Maintenance Agreement is reached, City and Contractor desire to extend the term of the Agreement until December 31, 2021, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

> "3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until December 31, 2021, unless earlier terminated in accordance with Section 3.8 of this Agreement."

2. New Section 3.8.3 is hereby added to the Agreement to read as follows:

"3.8.3 Termination without Cause. Effective June 7, 2021, City shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate."

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

4. 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.

[***signatures on following page***]

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

"City"
City of Los Alamitos

By:_____
Mark A. Chirco
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Contractor"
Clear Channel Outdoor, LLC

By:_____
Greg McGrath
Senior Vice President and
Regional President, Southern
California

CITY OF LOS ALAMITOS
BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT
WITH CLEAR CHANNEL OUTDOOR, INC.

1. PARTIES AND DATES.

This Bus Shelter License and Maintenance Agreement ("Agreement") is made and entered into this 7th day of June, 2006 ("Effective Date"), by and between the City of Los Alamitos, California, a municipal corporation of the State of California ("City") and Clear Channel Outdoor, Inc., a Delaware corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 In 1991, City and Contractor entered into an agreement governing the placement and maintenance of twenty (20) bus shelters ("Existing Shelters"), which agreement is superceded by this Agreement.

2.2 Following a Request for Proposals, the City has determined, pursuant to its authority under Chapters 12.28 and 17.28 of the Los Alamitos Municipal Code, to grant to Contractor a license to place and maintain nineteen (19) advertising bus shelters at designated public locations throughout the City ("New Shelters").

2.3 City desires to obtain the New Shelters without incurring costs and expenses for their construction, installation or maintenance.

2.4 Contractor represents that it is familiar with and is willing and qualified to provide the New Shelters under the terms and conditions hereinafter set forth.

3. Terms.

3.1 Grant of License; Term of Agreement.

3.1.1 Grant of License. City hereby grants to Contractor, on the terms hereinafter described, the right and power to construct, erect, install, illuminate, repair, maintain, advertise in and upon, operate and insure the New Shelters. Additional bus shelter locations may be selected by mutual consent of the parties, pursuant to an authorized amendment to this Agreement.

3.1.2 Term of Agreement. This Agreement shall continue for ten (10) years from the effective date of this Agreement, unless previously terminated as hereafter provided. The City Council and Contractor shall have the right to renew the Agreement for up to five (5) one-year extensions.

3.2 No Compensation to City; Permit Fees.

Since Contractor is bearing one hundred percent (100%) of all construction, installation, maintenance and other costs and expenses under this Agreement, Contractor shall not be required to pay City any compensation in connection with the license granted under this Agreement; provided, however, that this section shall not excuse Contractor from the obligation to pay any applicable normal permit fees necessary for the installation of the New Shelters.

3.3 Removal of Existing Shelters.

Contractor shall remove the above ground portions of all of the Existing Shelters and restore the property to its original condition or, if applicable, to a condition necessary to install the New Shelters.

3.4 Construction and Installation of New Shelters.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

3.4.1 Design of Shelters. The design of the New Shelters shall strictly conform to the depictions included in Exhibit "A" attached hereto and incorporated herein by reference. Unless a modification is approved by the City, each New Shelter shall be designed by Tolar Manufacturing, shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes, and shall be equipped with a customized dome roof style, a perforated metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelters. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

3.4.2 Location of Shelters. The locations of New Shelters shall be those locations shown in Exhibit "B" attached hereto and incorporated herein by reference. In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor.

3.4.3 Installation Schedule. Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving City's selected design for the New Shelters, whichever is later. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from Contractor's receipt of the first New Shelter from the manufacturer. All New Shelters shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New

Shelter, Contractor shall notify City in writing. Modifications to the installation schedule shall be subject to the approval of the City in its sole but reasonable discretion.

3.4.4 Build-Out Plan. Contractor shall develop a written build-out plan in compliance with the installation schedule provided or in Section 3.4.3. The build-out plan shall specify the timing of installation for each New Shelter, and shall cause the least disruption in service to transit riders. The City will coordinate removal of existing shelters with Contractor and other interested parties. All existing concrete pads and electrical connections may remain intact and will be available for use by Contractor upon request. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of installation of the first New Shelter. If Contractor fails to adhere to the build-out plan mutually approved by the City and Contractor for each New Shelter, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of Twenty-Five Dollars ($25.00) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

3.4.5 . Permit Requirements. As required or necessary, Contractor shall obtain a separate permit from each applicable governmental entity, including the City, for each New Shelter. The City shall cooperate with Contractor in its efforts to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

3.4.6 Compliance with Applicable Laws. All New Shelters shall be constructed in conformity with all applicable federal, state and local rules, laws and regulations, including, without limitation, the building and electrical codes of the City, as well as the Americans with Disabilities Act. Contractor shall only employ or utilize contractors and other workers who are licensed in California to perform the work to which they are assigned.

3.4.7 Restoration of Public and Private Property. With respect to the installation, removal or relocation of any shelter, Contractor shall be responsible, at its sole cost and expense, to repair and restore the City's property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this Agreement, Contractor shall be required to restore all such property to its original condition at its sole cost and expense; provided, however, that Contractor shall not be required to remove the below ground portions of any of the Existing Structures or New Structures.

3.5 Operation, Repair and Maintenance.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters pursuant to the terms of this Agreement.

3.5.1 Contractor's Basic Obligation. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on dome-style structures must be maintained to the same standard as the remainder of the New Shelters. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of Contractor.

3.5.2 Timing of Maintenance. Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Although under no obligation to do so, the City may perform additional maintenance as deemed necessary by the City and in consultation with Contractor. The City shall have the right to insist upon a maintenance schedule, which schedule shall be reasonably acceptable to Contractors, at Contractor's sole costs and expense, which will keep the New Shelters from being a public nuisance. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur at least once during the first ten (10) years of this Agreement.

3.5.3 On-Call; Notification. Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically. Contractor is encouraged to also make notification possible via electronic mail or messaging. Notification shall be deemed to occur when a Contractor representative receives information orally or when a message is left telephonically for Contractor on Contractor's dedicated telephone line. If applicable, notification shall also be deemed to occur when Contractor receives notification via electronic mail or messaging. Each New Shelter shall contain the conspicuously posted telephone number of Contractor's maintenance and operation headquarters to which the public may direct complaints. Contractor is also encouraged to conspicuously post addresses to which electronic mail or messaging may be sent.

3.5.4 Response Times. Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to Contractor.

3.5.5 Graffiti. As stated herein, graffiti shall be treated as a repair issue, so Contractor shall perform graffiti abatement on each New Shelter pursuant to Section 3.5.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

3.5.6 Shelter Database and Maintenance Log. Contractor shall maintain a written database of the location of each New Structure, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as Contractor's response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by City.

3.5.7 Electricity. Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractor shall pay all sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

3.5.8 Liquidated Damages. In the event that Contractor does not respond or maintain the New Shelters within the time required by this Section 3.5, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

3.5.8.1 First through Third Violations. Zero dollars ($0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred dollars ($100) per shelter, per day for violations involving public safety.

3.5.8.2 Fourth through Sixth Violations. Twenty-Five dollars ($25) per shelter, per day for normal violations; two hundred dollars ($200) per shelter, per day for violations involving public safety.

3.5.8.3 Seventh through Ninth Violations. Fifty dollars ($50) per shelter, per day for normal violations; Three hundred fifty dollars ($350) per shelter, per day for violations involving public safety.

3.5.8.4 Tenth and Subsequent Violations. One Hundred dollars ($100) per shelter, per day for normal violations; five hundred dollars ($500) per shelter, per day for violations involving public safety.

3.5.9 Termination. Contractor's repeated failure to perform maintenance or repairs to the satisfaction of the City in accordance with the terms of this Agreement may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6 Advertising.

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

3.6.1 Advertising Display Box. Advertising shall be displayed only in the illuminated box area designated for advertising.

3.6.2 Advertising Policy. All advertisements shall comply with the following:

3.6.2.1 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

3.6.2.2 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar,

3.6.2.3 No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

3.6.2.4 No advertisement shall display ads for alcohol, tobacco, or any other products or services illegal for sale to minors, including "R" rated movies, within five hundred (500) feet of any school, playground or church.

3.6.2.5 All advertisements shall comply with the Contractor's Code of Advertising Practice attached hereto as Exhibit "C" and incorporated herein by reference.

3.6.3 City Review or Request for Removal. Contractor shall, upon request by City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provision of this Section 3.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars ($100.00) per day, per advertisement for each calendar day that the advertisement remains following notification.

3.6.4 Termination. Repeated failure to adhere to the provisions of this Section 3.6 may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6.5 Public Service Messages. Contractor shall make available at all times to the City, at no cost or expense to the City, a minimum of four (4) advertising panels for public service messages. Such public service space will not be site specific, but the panels shall be made available throughout the entire City at locations mutually agreed to by City and Contractor. Contractor shall also make all unsold advertising space available to the City, at no cost or expense to the City, for public service messages. Public service messages shall be non-commercial in nature, and shall be for City-sponsored or supported events, activities, or services, including, but not limited to, fundraising, public service and public safety purposes.

3.7 Relocation of Shelters.

At the request of the City, Contractor shall relocate any New Shelter due to: (1) new construction; (2) the discovery that the Shelter is a safety concern, such as a traffic hazard or obstruction; (3) a change in bus routes by the OCTA; or (4) construction of new bikeways or other pathways. Contractor shall perform the relocation, as well as restore the site to its original condition, in accordance herewith at its sole cost and expense. The City shall negotiate in good faith a potential cost-sharing agreement if a relocation is caused solely by a circumstance within the City's sole discretion and control. The relocation will be completed fifteen (15) calendar days after all approvals and permits have been issued by City. Contractor shall not place or locate shelters in any areas within the City's jurisdiction without prior written approval of the City Manager, or his or her designee, or without first obtaining an applicable encroachment permits.

3.8 Termination.

The City may terminate this Agreement, in whole or in part, upon a material default by Contractor in its performance of this Agreement. City's termination for breach shall in no way effect any right of the City to pursue any other remedy available to it under this Agreement or other provision of law.

3.8.1 Material Default. The following shall be determined to be a material default by Contractor: (a) failure to perform its obligations in strict accordance with this Agreement; (b) defaulting on any financing secured by a shelter or bench; (c) financial insolvency or other inability to perform under this Agreement; (d) making or attempting to make any assignment or transfer of its rights under this Agreement in violation of this Agreement; (e) failing to provide or maintain in full force and effect the insurance coverage required by this Agreement; (f) failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement; (g) any fraud or deceit upon the City or upon persons to whom Contractor provides advertising or bus shelter services, as determined by a court of law; or (h) violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its bus shelter and bus bench business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

3.8.2 Notice of Termination; Timing. If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice, otherwise the Agreement shall be

considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

3.9 Obligations Following Termination or Expiration of Agreement.

3.9.1 Ownership of Shelters. Contractor is the owner of the New Shelters during the term of this Agreement.

3.9.2 Removal of Shelters. Upon termination or expiration of this Agreement, as well as any other circumstance requiring removal of any or all shelters erected or maintained by Contractor hereunder, all materials shall be removed from the site, including without limitation, the shelter structures, advertising boxes, benches and wires. The site shall be restored to the condition as it existed prior to installation of the shelter, including complete restoration of any sidewalk or other public or private property.

3.9.3 Acquisition of Shelters by City. If requested by the City, all shelters and other structures or improvements placed by Contractor under this Agreement, including without limitation, the shelter structures, advertising boxes, benches and wires, may be acquired by City upon termination or expiration of this Agreement, on terms mutually acceptable to the City and Contractor. If the City and Contractor are unable to agree upon such mutually acceptable terms within thirty (30) days following notice by either party to commence such discussions, Contractor shall remove the shelters, structures and other improvements in accordance with the terms hereof.

3.9.4 Advertisers. Prior to the effective date of termination or expiration of this Agreement, Contractor shall give notice of termination to all its existing advertisers. Upon the effective date of termination or expiration of this Agreement, Contractor shall remove all advertising and, if applicable and upon request by City, assign all advertising contracts and revenues to the City upon the terms and conditions mutually agreed upon by the parties.

3.10 Insurance.

3.10.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section, including adding the City as an additional insured.

3.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from the acts or omissions of the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its

subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury, property damage and completed operations. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the acts or omissions of Contractor, its officials, officers, employees, agents, consultants and contractors regarding the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to the liabilities assumed by Contractor under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials,

officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to such autos.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.4 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, its directors, officials, officers, employees, agents, and volunteers.

3.10.5 Self-Insurance Retentions. Any self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed and admitted to do business in California, and satisfactory to the City.

3.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work or services under this Agreement wherein claims have been made against City or City has been named.

3.11 Miscellaneous Provisions.

3.11.1 City Logo. City shall supply Contractor with a City logo if the City wishes to affix its logo to the New Shelters. The City logo shall be configured such that it may be installed on the New Shelter roof fascia. Contractor will install the City logo at its sole cost and expense. City shall be responsible for the repair and maintenance of the logo beyond the regular cleaning associated with the New Shelter maintenance.

3.11.2 Independent Contractor. Contractor is an independent contractor and not an employee of the City. All construction and maintenance personnel shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages of such personnel, employer's social security taxes, unemployment insurance and similar taxes relating to employees, and shall be responsible for all applicable withholding taxes.

3.11.3 Representatives and Notices. The City Manager shall be the representative of the City for purposes of this Agreement, and may issue all consents, approvals, and directives on behalf of City called for by this Agreement, except amendments to this Agreement or except as otherwise expressly provided in this Agreement. The Director of Public Affairs of Contractor's Southern California Division, who is presently Layne Lawson, shall be the sole representative of Contractor for purposes of this Agreement, and may enter into any subordinate Agreements with City pursuant to this Agreement on behalf of Contractor. Notices and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

CONTRACTOR:

Clear Channel Outdoor
Attn: Layne Lawson, Director of Public Affairs
Southern California Division
19320 Harborgate Way
Los Angeles, CA 90501

CITY:

City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.11.4 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer this Agreement or any interest herein, either directly or by operation of law, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or

transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. Such indemnity shall apply to, without limitation, any and all claims related to advertising, patent, copyright, and trademark issues or rights. Contractor shall defend, at Contractor's own cost and with counsel of Contractor and City's mutual selection, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any proceedings brought to interpret or enforce this Agreement shall be maintained solely in the state courts located in Orange County, California, or in the federal courts for the Central District of California.

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and 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, shall be effective only if executed in writing and signed by City and Contractor.

3.11.8 Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties hereto as a result of this Agreement.

3.11.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.11.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.11.12 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.11.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.11.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.11.16 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.11.17 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.11.20 Prior Approval Required. Contractor shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.11.21 Standard of Care. Contractor shall perform all work and services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor represents that all employees and subcontractors shall have sufficient skill and experience to perform the work or services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work or services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11.22 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work r services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with this Agreement. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.23 Safety. Contractor shall execute and maintain its work and services so as to avoid injury or damage to any person or property. In carrying out its work and services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.24 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.11.25 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.11.26 Right of First Refusal. During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written consent, in the form of a written amendment to this Agreement as provided for in Section 3.1.1 and 3.11.12. If Contractor refuses City's request, nothing in this Agreement shall be construed to prevent the City from purchasing or installing additional advertising or non-advertising bus shelters at other locations within its jurisdiction, either through an agreement with another independent contractor or on its own, under any terms within the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By: _____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

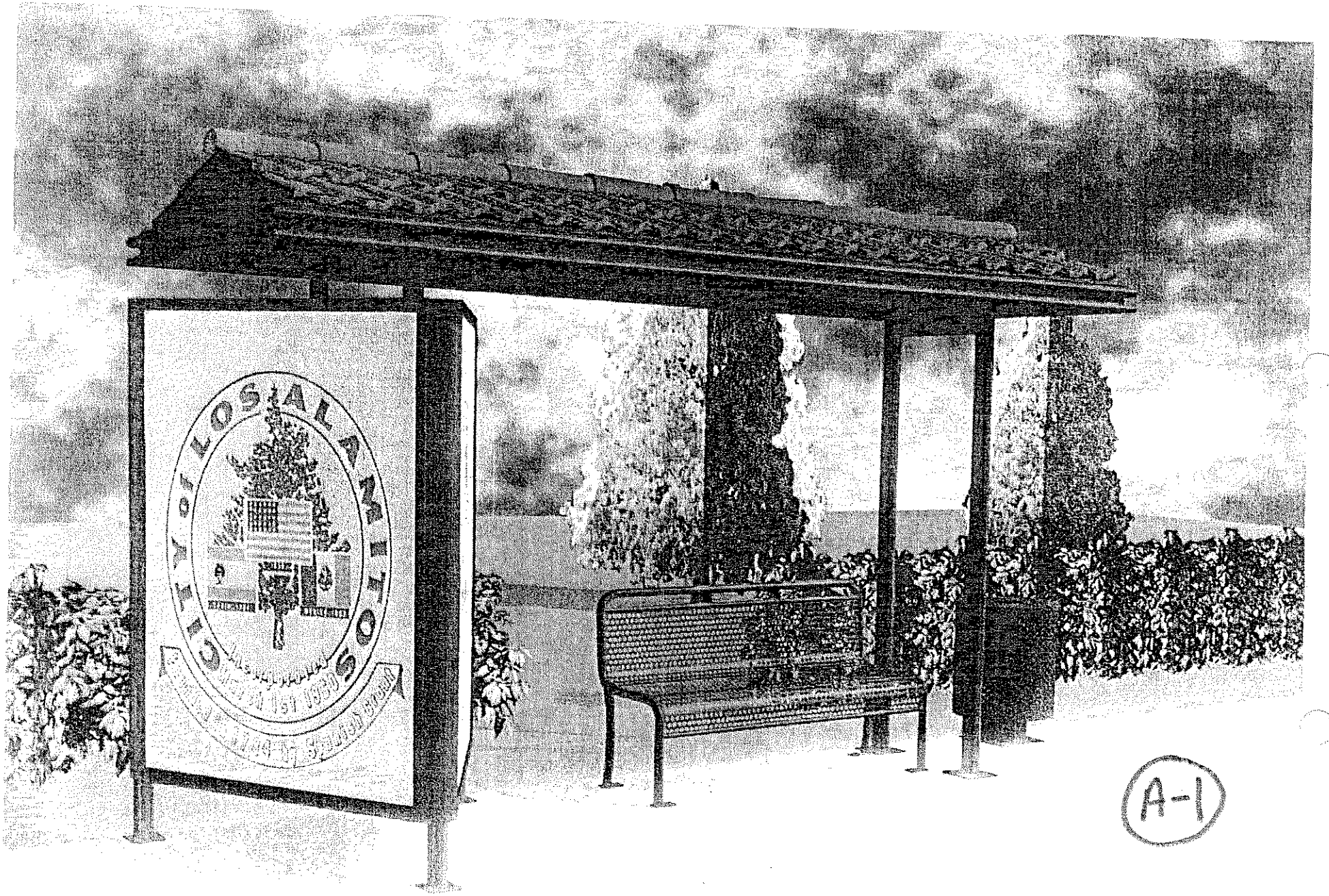
_____
City Attorney

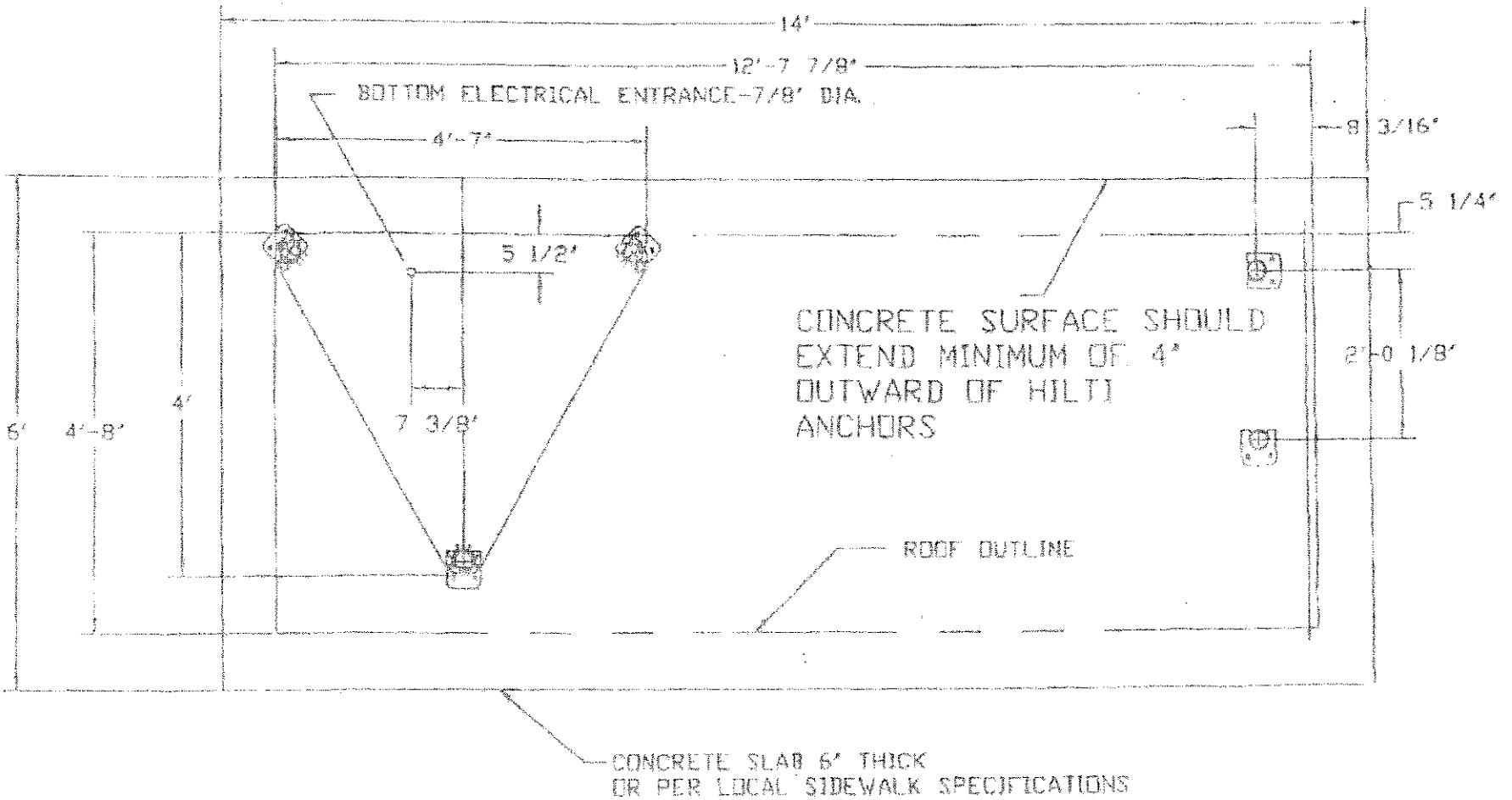
CLEAR CHANNEL OUTDOOR, INC.

By: _____
Greg McGrath
President, Southern California Division

EXHIBIT "A"
DESIGN OF NEW SHELTERS

[SEE PAGES A-1 THROUGH A-2
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]


A-1



FRONT(FACING STREET)

13' SHELTER W/48" AD BOX

A-2

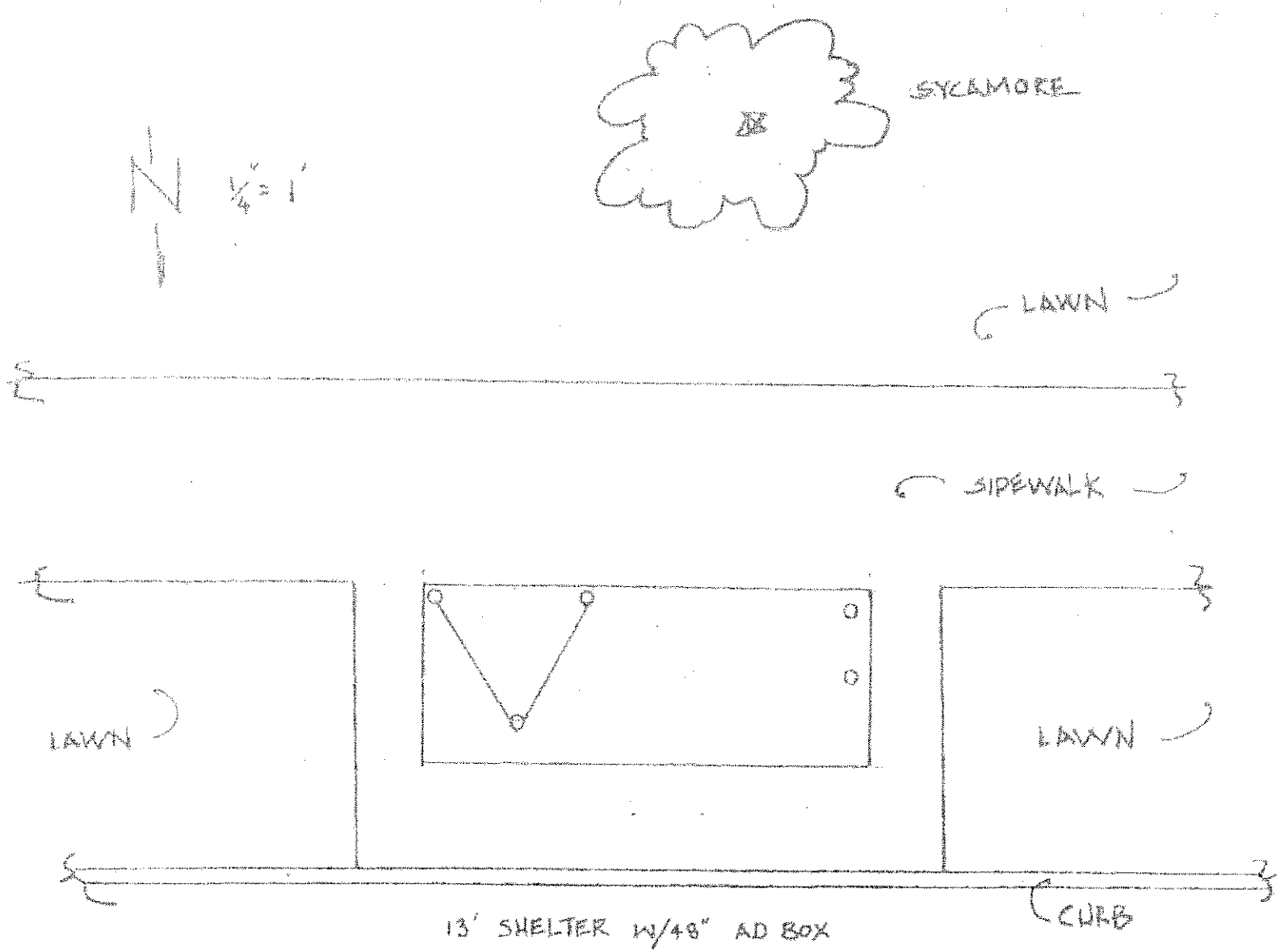
S:\AutoCAD 2000\Standard\Shelter Photos\Pole Plan 13'48d with 5 x 5 Steel Rec Half End Wall 02.dwg

EXHIBIT "B"
LOCATIONS OF NEW SHELTERS

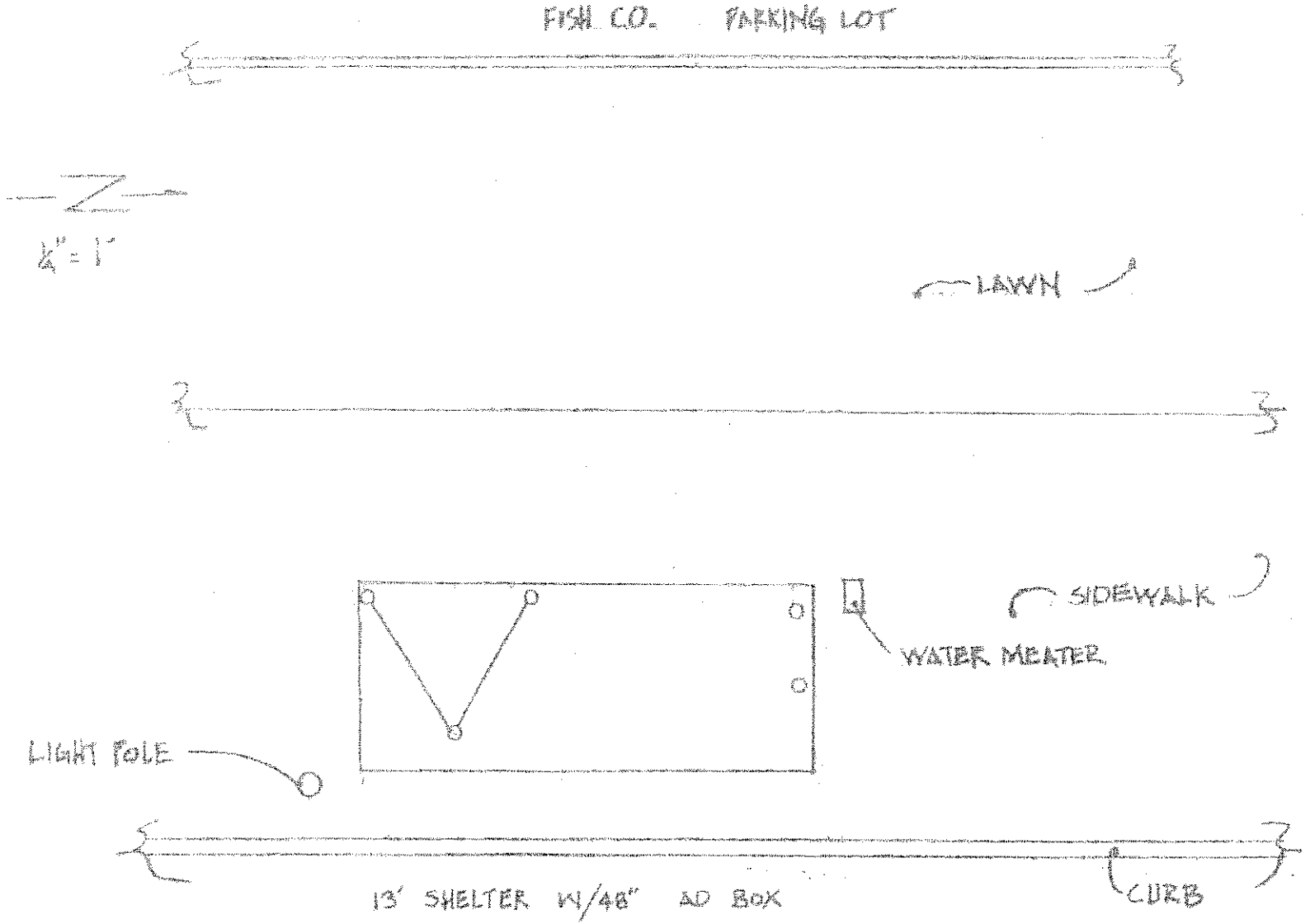
[SEE PAGES B-1 THROUGH B-20
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]

BUS SHELTER LOCATIONS

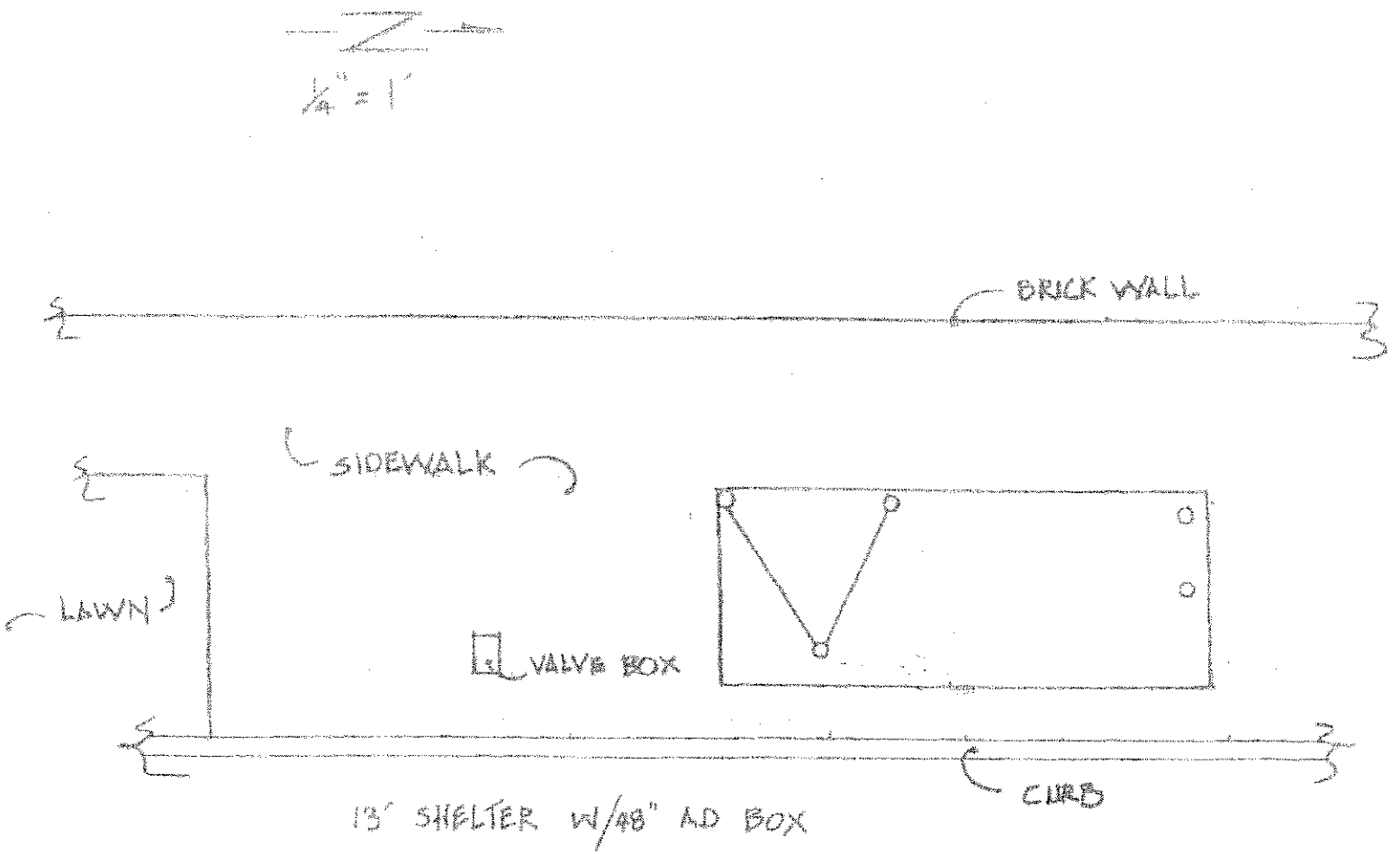
	LOCATION	DESCRIPTION
1	Eastbound Katella Ave. opp. Civic Center Dr.	13' shelter w/48" ad box
2	Southbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
3	Southbound Los Alamitos Bl. Opp. Farquhar Ave.	13' shelter w/48" ad box
4	Southbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
5	Southbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
6	Northbound Los Alamitos Bl. FS Bradbury Ave.	13' shelter w/48" ad box
7	Northbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
8	Northbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
9	Northbound Los Alamitos Bl. FS Farquhar Ave.	13' shelter w/48" ad box
10	Eastbound Katella Ave. FS Noel St.	13' shelter w/48" ad box
11	Westbound Katella Ave. FS Portal Dr.	13' shelter w/48" ad box
12	Northbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
13	Northbound Los Alamitos Bl. Opp. Catalina St.	13' shelter w/48" ad box
14	Westbound Katella Ave. FS Walnut St.	13' shelter w/48" ad box
15	Southbound Bloomfield St. FS Ball Rd.	13' shelter w/48" ad box
16	Eastbound Katella Ave. FS Wallngsford Ave.	13' shelter w/48" ad box
17	Eastbound Katella Ave. NS Maple St.	13' shelter w/48" ad box
18	Eastbound Katella Ave. opp. Walker St.	13' shelter w/48" ad box
19	Westbound Katella Ave. FS Lexington Dr.	13' shelter w/48" ad box



BUS STOP SB KATELLA AVE. OPP. CIVIC CENTER DR. NO. 1.



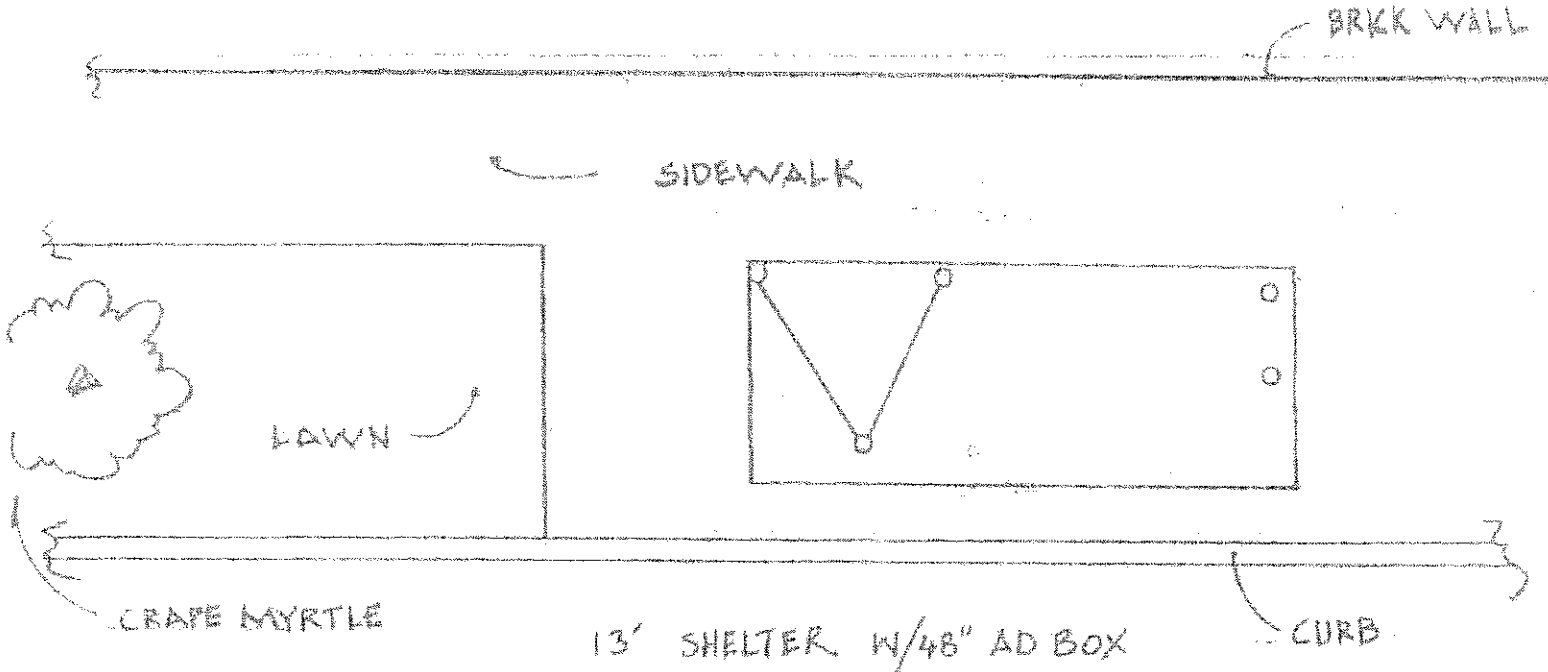
BUS STOP SB LOS ALAMITOS BLVD. @ KATELLA NO. 2



BUS STOP SB LOS ALAMITOS OPP. FARQUHAR NO. 3.

N

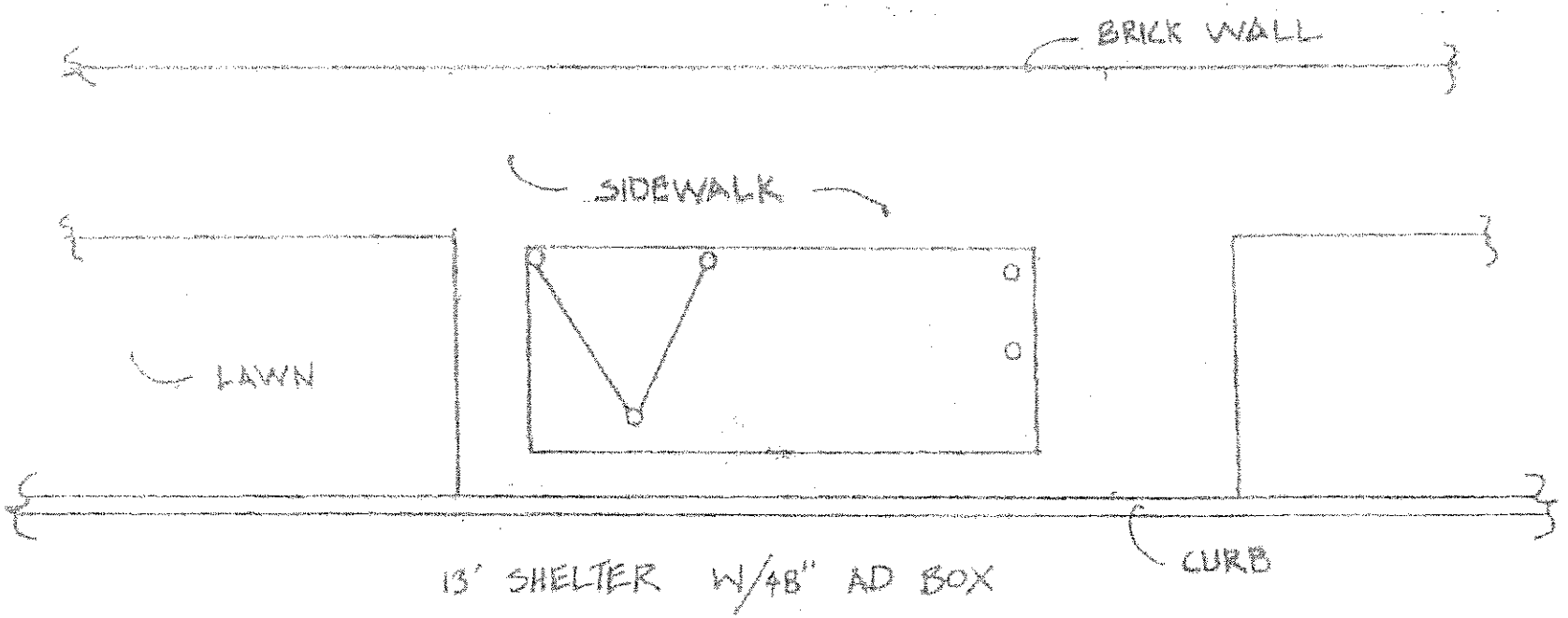
1/4" = 1'



BUS STOP SB LOS ALAMITOS FS ORANGEWOOD NO. 4.

N

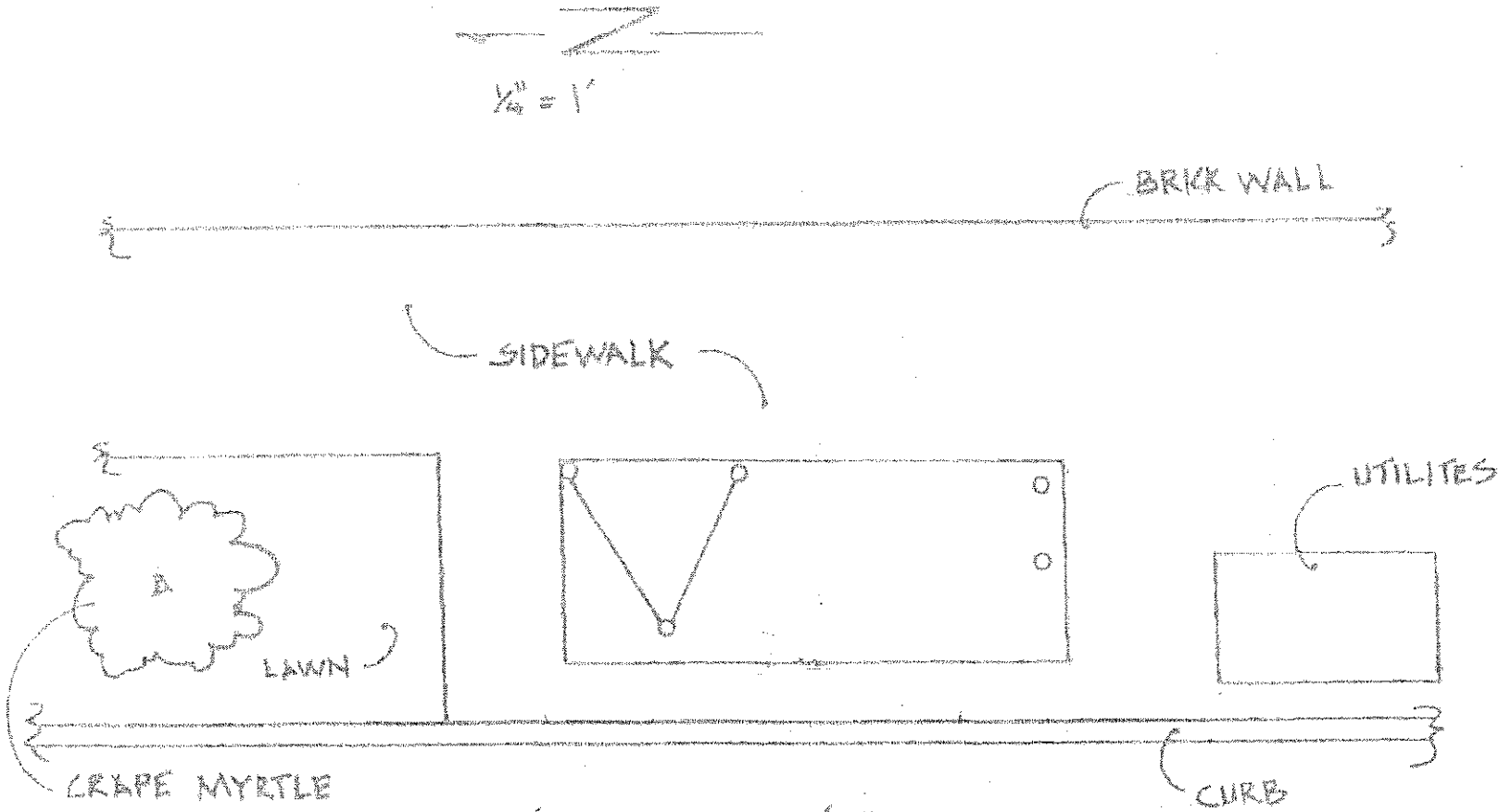
1/4" = 1'



13' SHELTER W/48" AD BOX

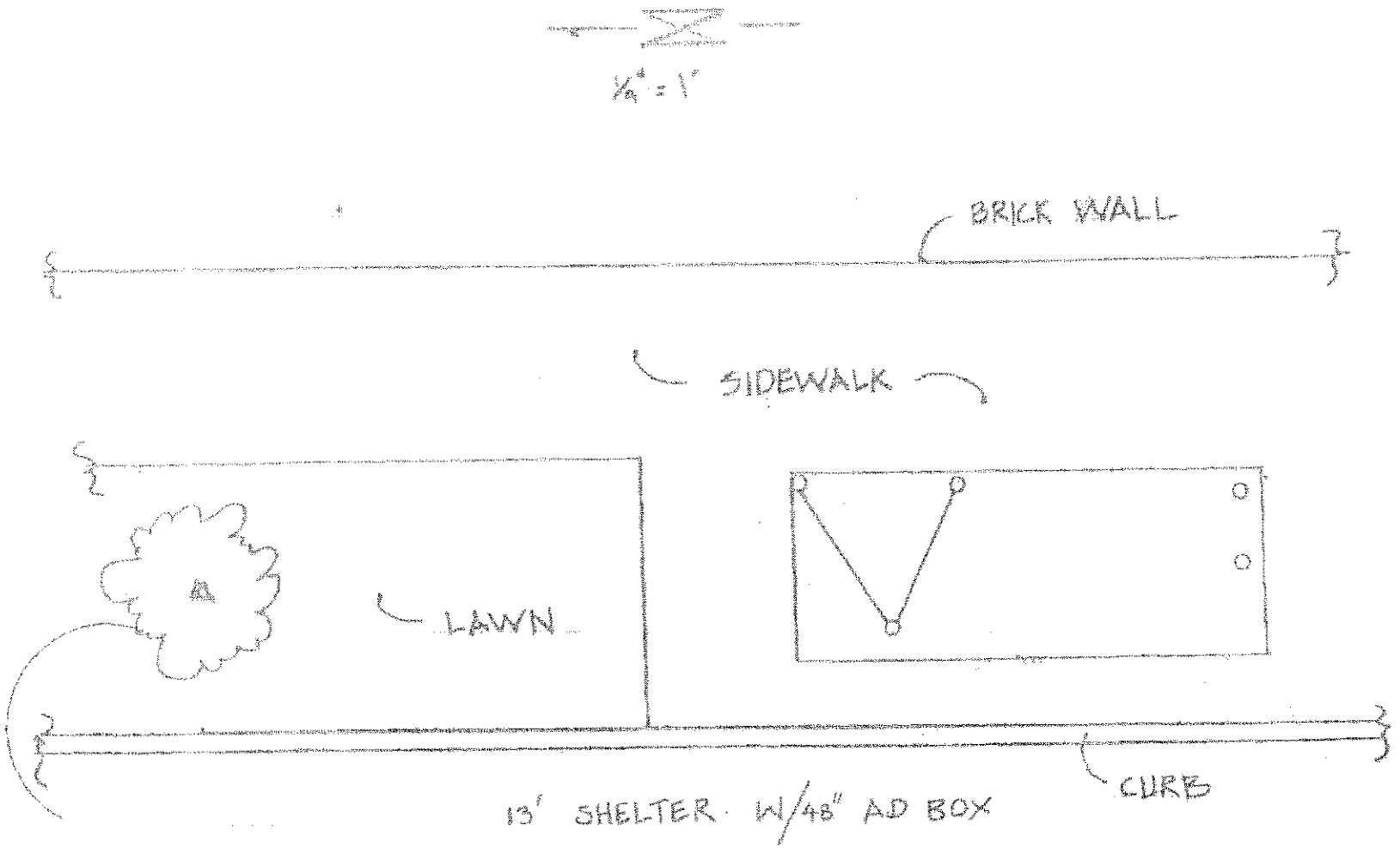
BUS STOP SB LOS ALAMITOS fs ROSSMOOR NO. 5

½" = 1'



13' SHELTER W/48" AD BOX

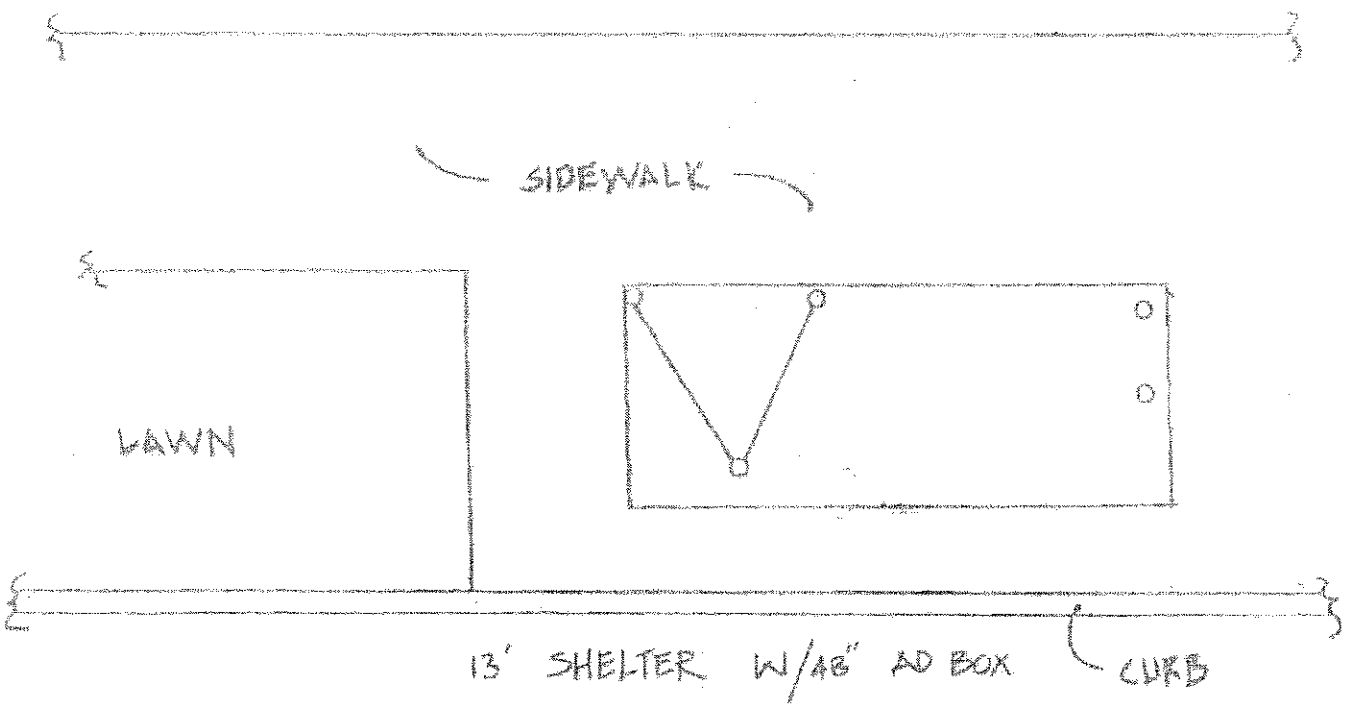
BUS STOP NB LOS ALAMITOS FS BRADBURY NO. 6.



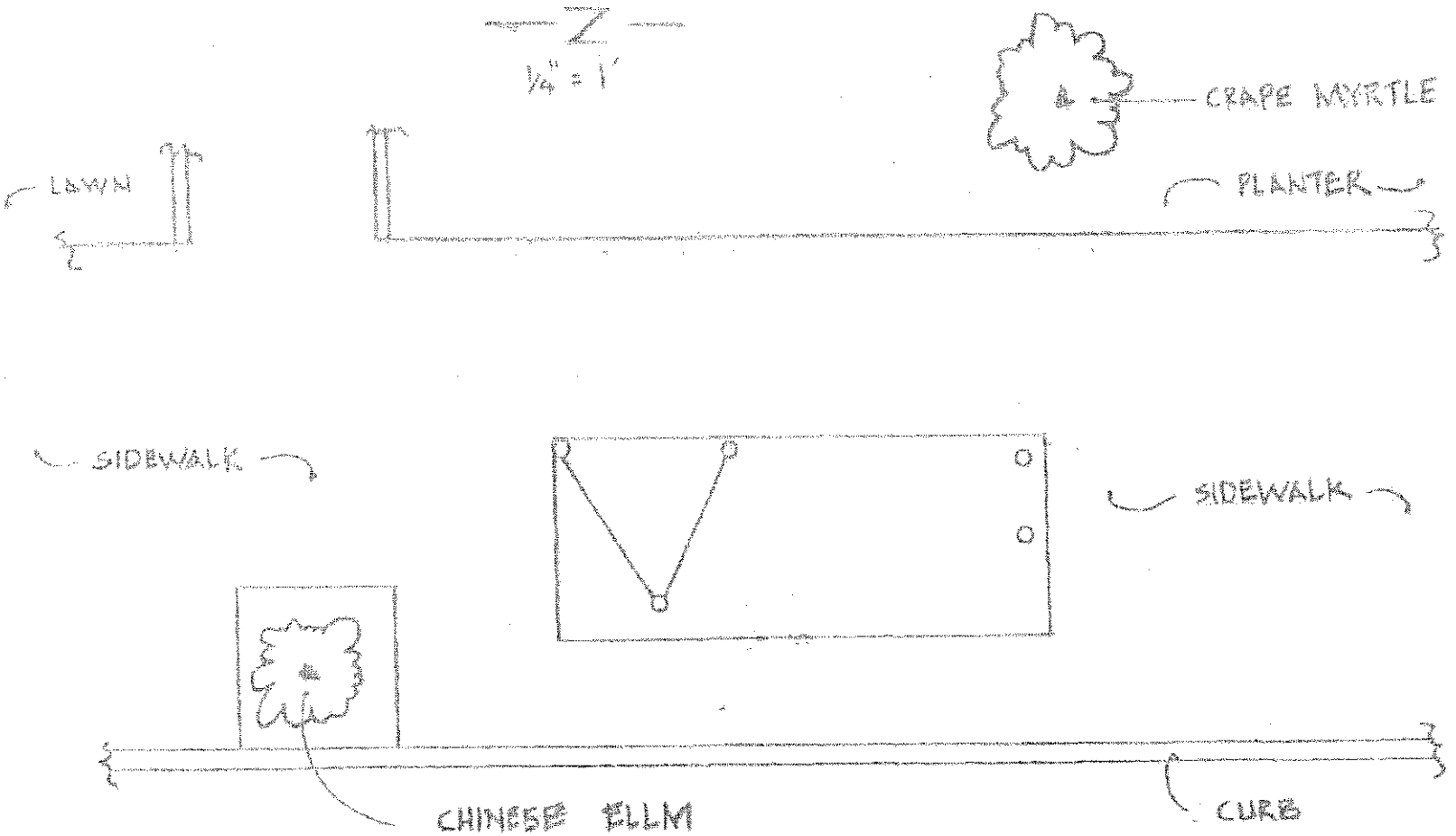
BUS STOP NB LOS ALAMITOS FS ROSSMOOR WAY NO 7.

N

1/4" = 1'

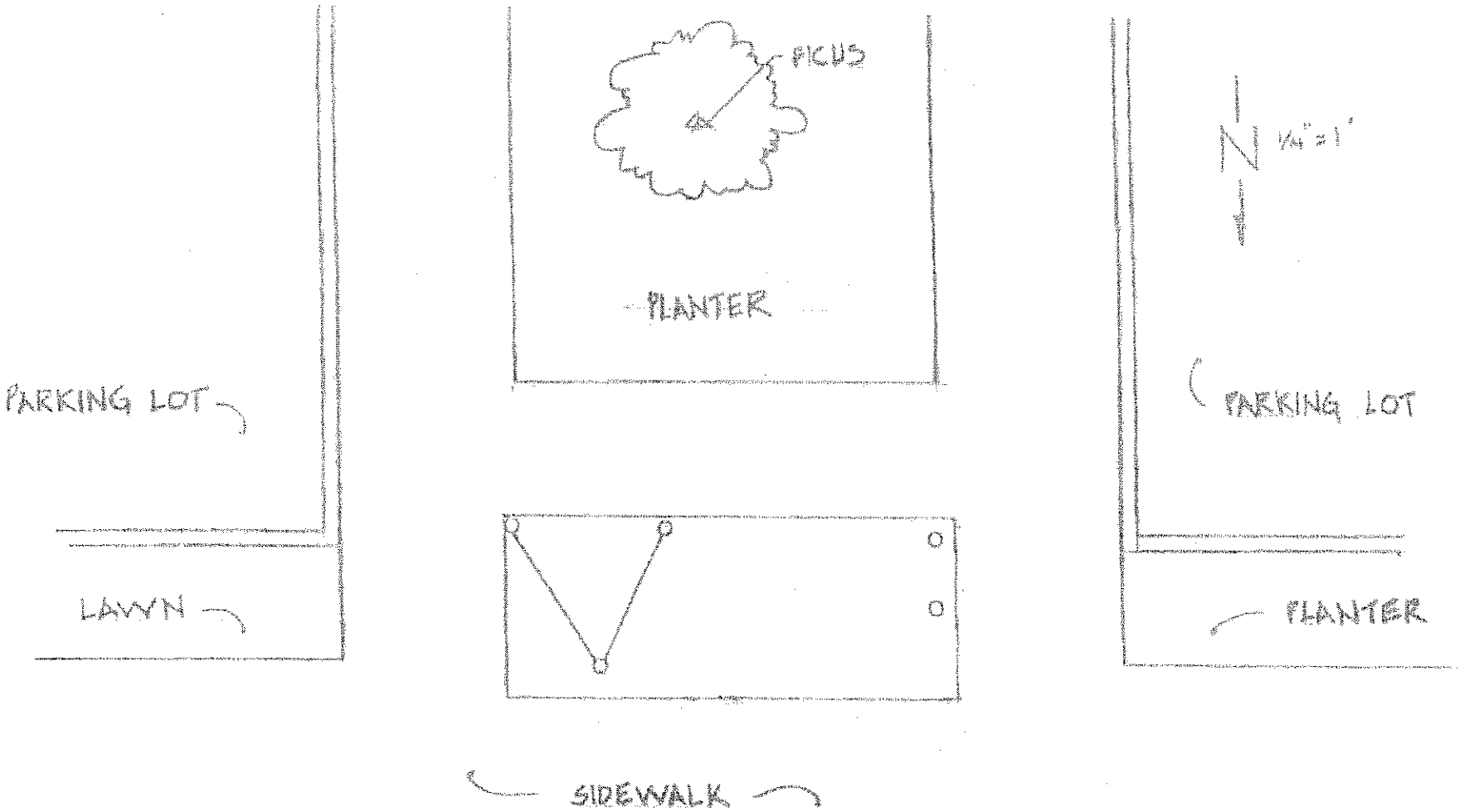


BUS STOP NB LOS ALAMITOS FS ORANGWOOD NO. 8.



13' SHELTER W/48" AD BOX

BUS STOP NB LOS ALAMITOS FS FAIRWAY NO. 9.



13' SHELTER W/48" AD BOX

BUS STOP

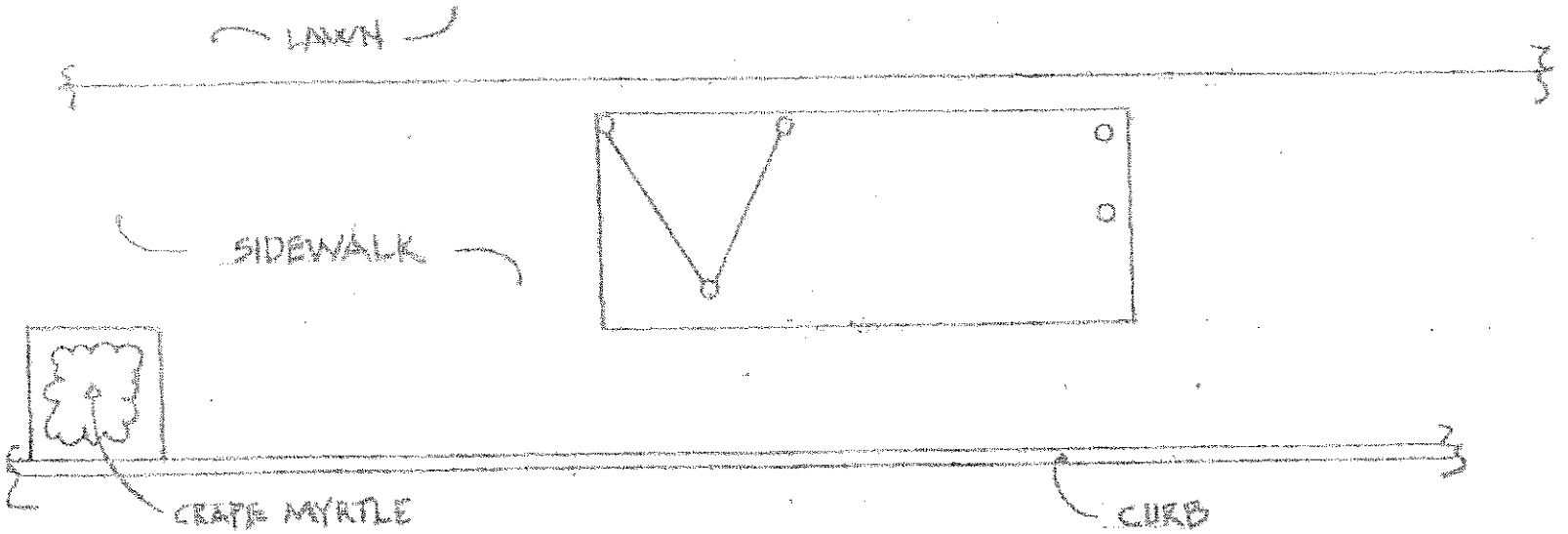
BY KATELLA & INDEL

NO. 12 10

SYCAMORE

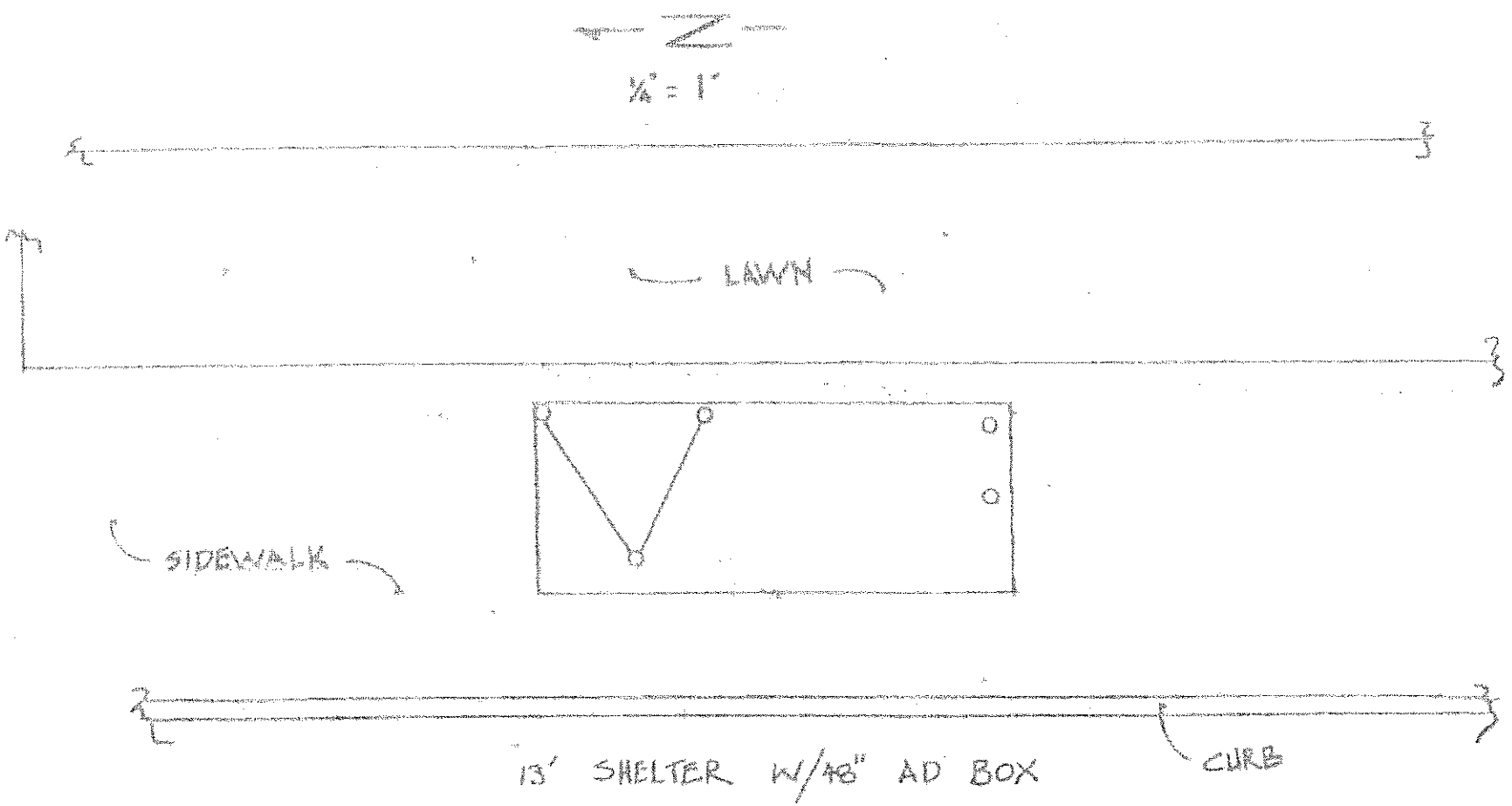
N

1/4" = 1'



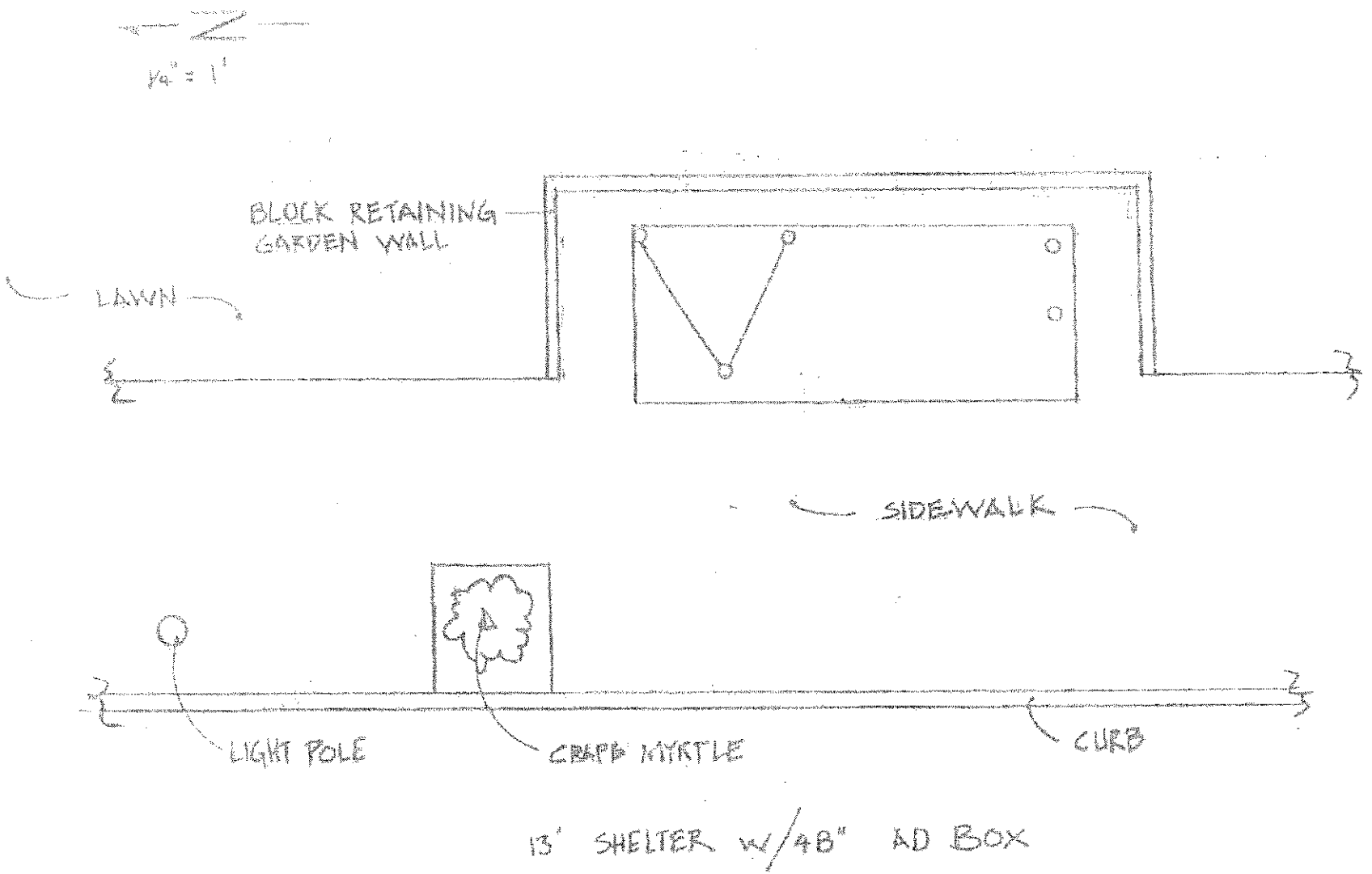
13' SHELTER W/48" AD BOX

BUS STOP WB KATELLA PS PORTAL NO. ~~12~~ 11



B-3

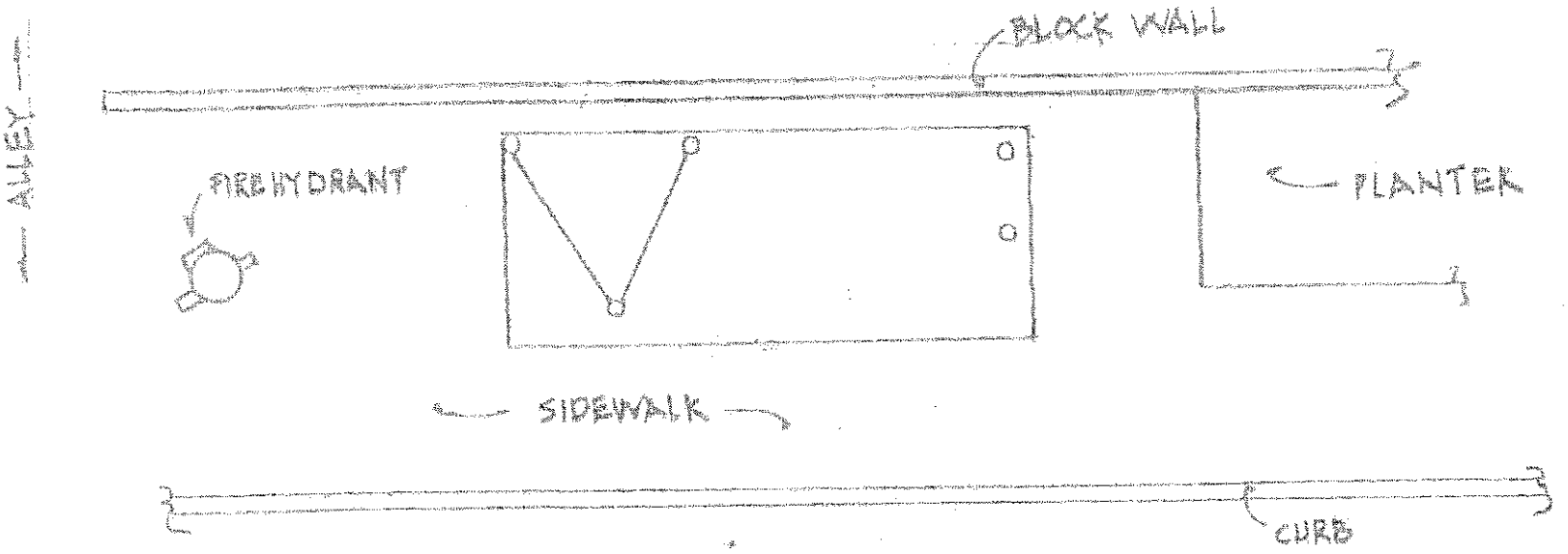
BUS STOP NB LOS ALAMITOS @ KATELLA NO. LK. 12.



13' SHELTER w/48" AD BOX

BUS STOP NB LOS ALAMITOS OPP. CATALINA (GANAHL LUMBER) NO. 13.

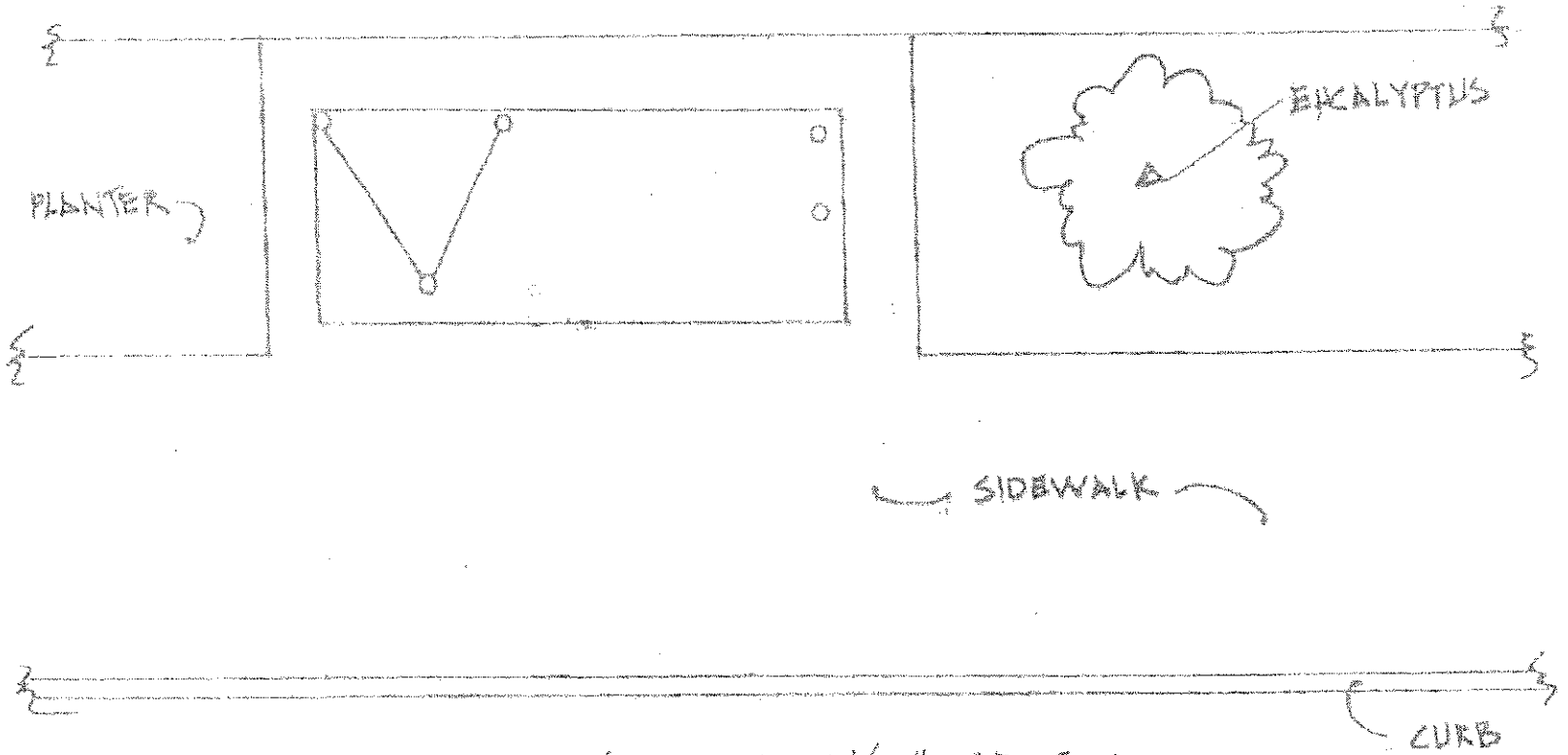
N 1/4" = 1'



13' SHELTER W/48" AD BOX

E-3

BUS STOP WB KATELLA FS WALNUT NO. 20. 14



13' SHELTER W/48" AD BOX

N

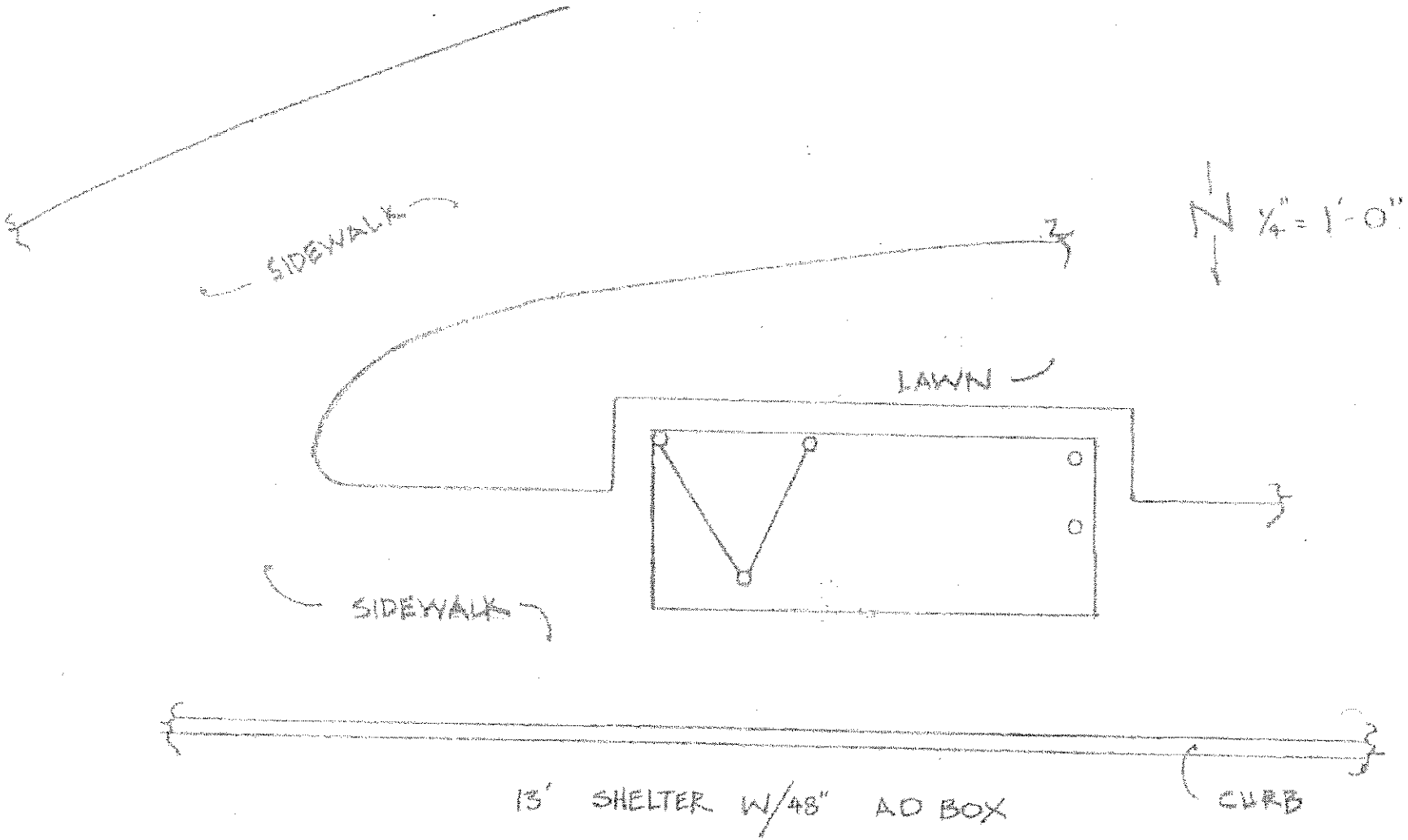
3/4" = 1'-0"

BUS STOP

SB BLOOMFIELD FS BALL

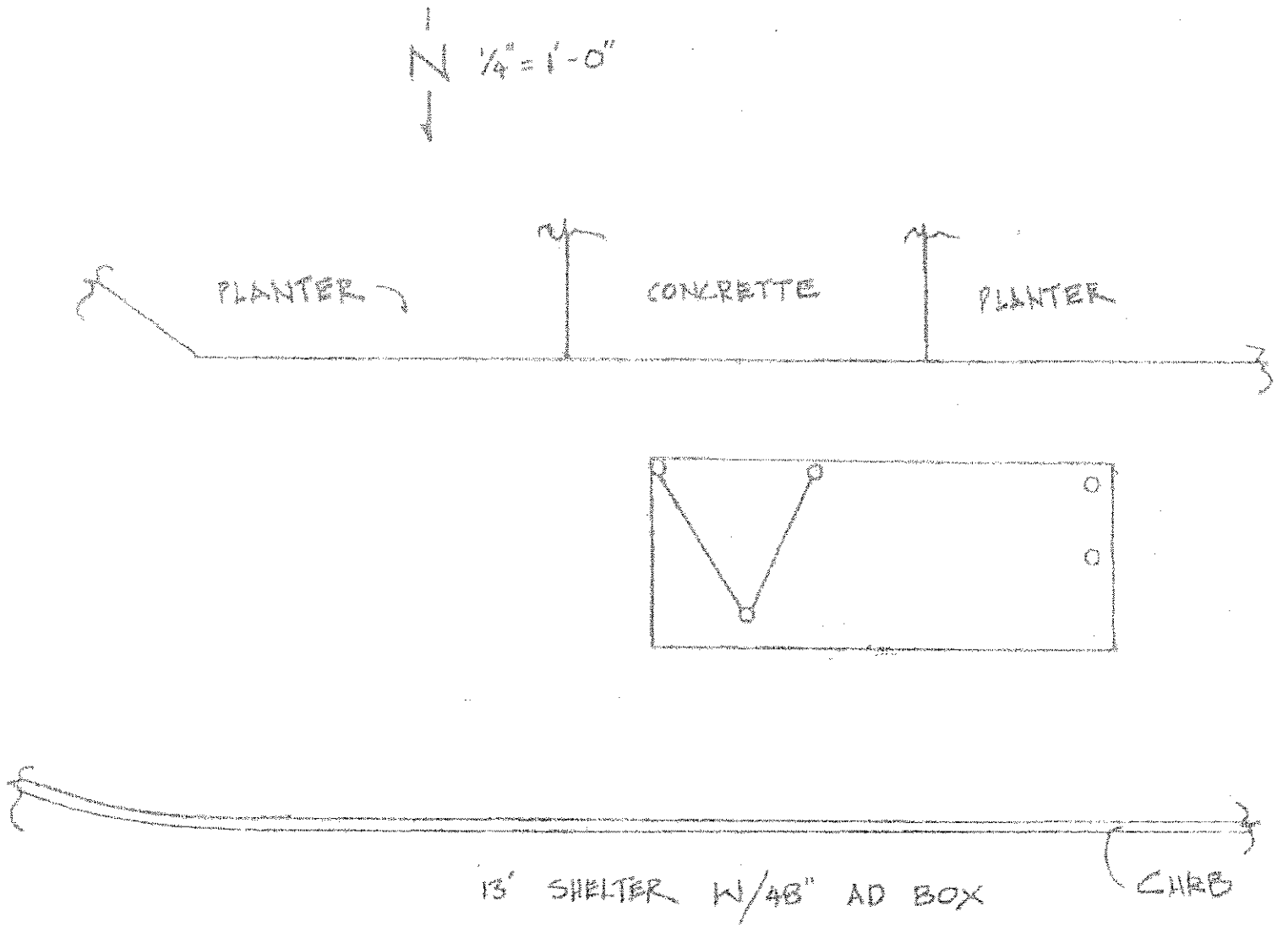
NO ~~2~~ 15

8-10



BUS STOP

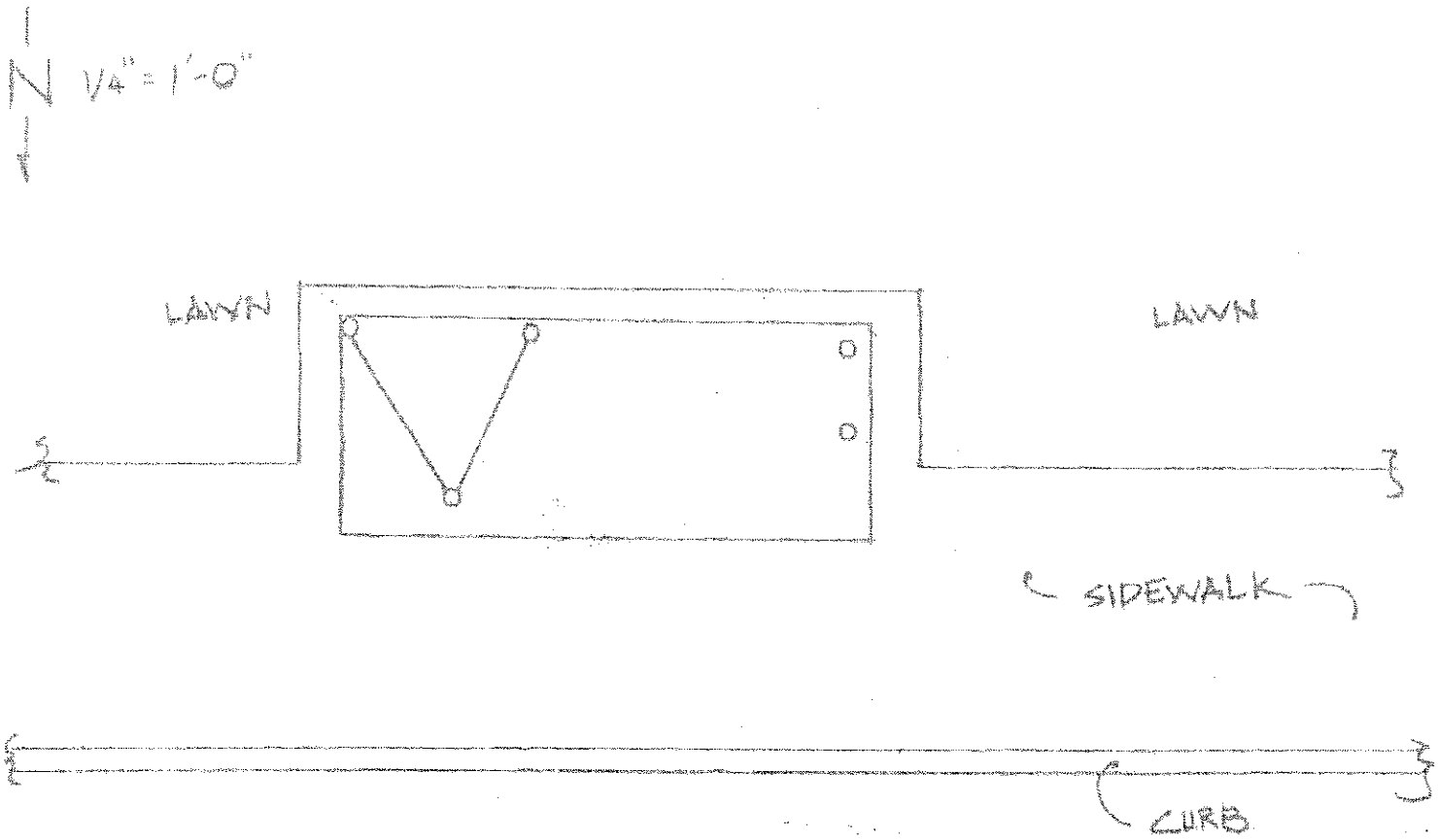
EB. KATELLA FS WALINGSFORD NO. ~~26~~ 16



BUS STOP

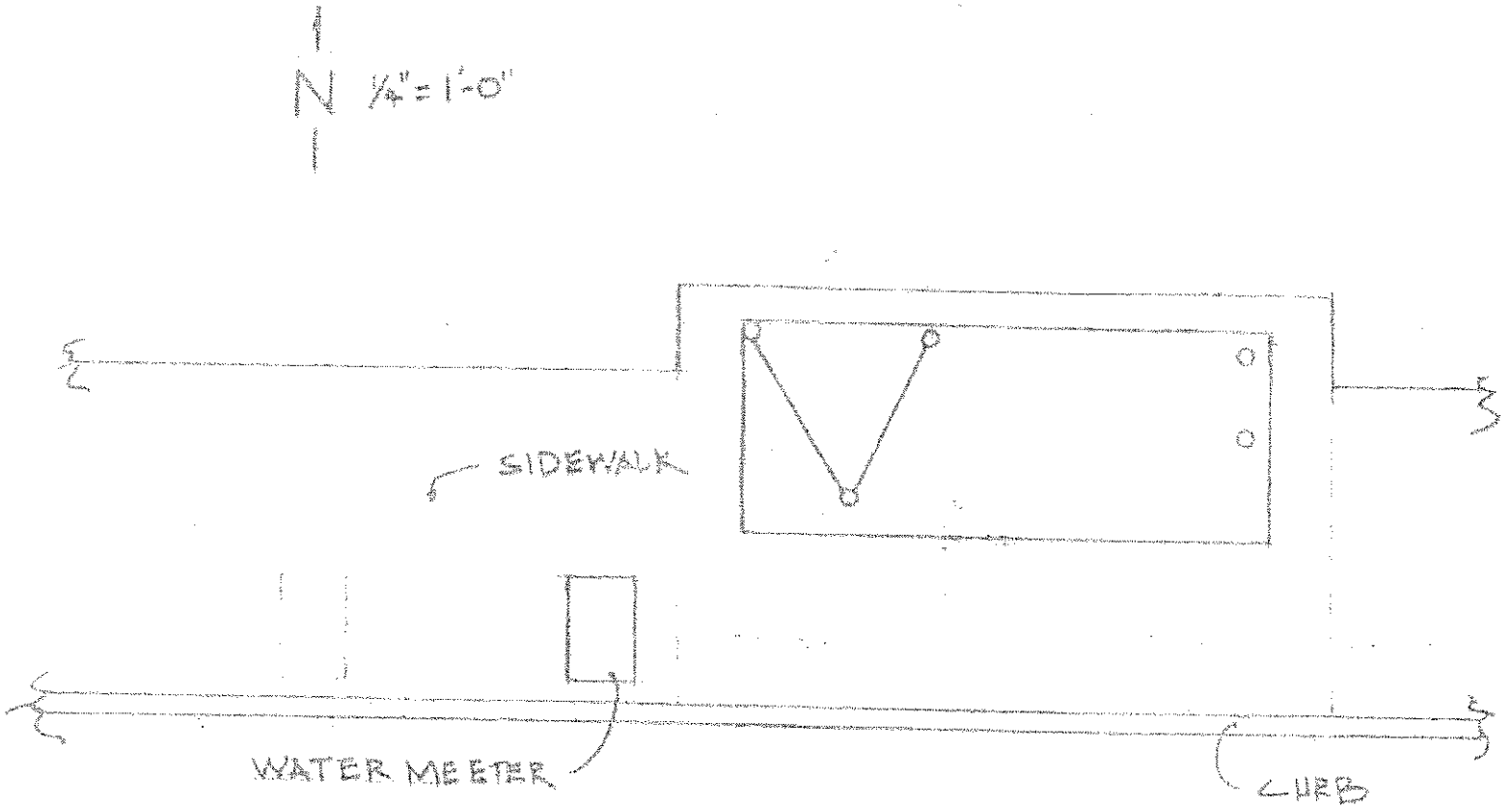
E.B. KATELLA N/S MAPLE

NO. ~~2~~ 17



BUS STOP

EB. KATELLA OFF WALKER NO. ~~38~~ 18



13' SHELTER W/48" AD BOX

BUS STOP

W. B. KATELLA FS LEXINGTON NO. ~~3B~~ 19

3.20

EXHIBIT "C"
CONTRACTOR CODE OF ADVERTISING PRACTICES

[SEE PAGE C-1
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]

CLEAR CHANNEL
OUTDOOR

CODE OF ADVERTISING PRACTICES

Clear Channel Outdoor for over a century has been committed to delivering our advertiser's message to the consumer. This role in the arena of public discourse requires both a defense of free speech and a sensitivity to contemporary standards and concerns. Clear Channel Outdoor recognizes the need to balance these demands and therefore adheres to the following code of advertising practices:

- Establish exclusionary zones which prohibit advertisements of all products illegal for sale to minors that are intended to be read from, or within 500 feet of established places of worship, primary and secondary schools or playgrounds.

- Continue to assert the right to reject creative content that is misleading, sexually explicit, overly suggestive, or in any way reflects upon the character, integrity, or standing of any organization or individual.

- Continue our traditional commitment at both the national and local levels to display public service messages for worthy community causes.

- Encourage diversity of advertised goods and services in all markets.

C-1

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10M**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**

Subject: **Amendment No. 4 with Crosstown Electrical & Data for Traffic Signal Maintenance Services**

SUMMARY

This item seeks approval of Amendment No. 4 with Crosstown Electrical & Data, to continue providing Traffic Signal Maintenance for a period of three (3) months. The current Professional Services Agreement (PSA) expires on June 30, 2021.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 4 of the Professional Services Agreement with Crosstown Electrical & Data

BACKGROUND

Computer Services Company (CSC) provided Traffic Signal Maintenance Services to the City of Los Alamitos since 2005, with the latest Professional Services Agreement (PSA) secured by a Request for Proposals (RFP) in 2015.

In May 2020, CSC was purchased by Crosstown Electrical & Data and, with the City's consent, CSC assigned all its rights, and obligations under the PSA to Crosstown Electrical & Data . The City is satisfied with the services provided by Crosstown Electrical & Data.

DISCUSSION

The City will soon be in the process of reviewing bids for a formally released Request for Proposals (RFP) for traffic signal maintenance services. To ensure uninterrupted

service while the City completes this procurement, the City desires to extend the term of the Agreement for an additional three (3) months, ending on September 30, 2021.

Crosstown Electrical & Data has agreed to provide continued service with no price increase for the proposed term.

Amendment No. 4 proposes a short-term agreement, which would extend the City's contractual relationship with Crosstown Electrical & Data for three additional three (3) months. Extension of the agreement ensures the continuity of services.

FISCAL IMPACT

Sufficient funds in the amount of $15,000 have been budgeted for this contract and will be paid out of the Development Services Department Budget - account No. 10-542-5294 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. 4 – Crosstown Electrical & Data
2. Professional Services Agreement with Computer Services Company (CSC)
3. Professional Services Agreement with Crosstown Electrical & Data

AMENDMENT No. 4 TO PROFESSIONAL SERVICES AGREEMENT
[*City of Los Alamitos and Cross Town Electrical & Data*]

This Amendment No. 4 to Professional Services Agreement ("Amendment") is made and entered into on this 17 day of May, 2021 by and between the City of Los Alamitos, a California charter city and municipal corporation ("City") and Crosstown Electrical & Data, Inc., a California corporation ("Consultant").

RECITALS

A. City and Consultant's predecessor in interest, Computer Services Company ("CSC"), entered into that certain Professional Services Agreement for Traffic Signal Maintenance services on July 20, 2015 (the "Original Agreement"), which is incorporated herein by this reference.

B. On May 15, 2017, City and CSC entered into that certain Amendment No. 1 to extend the term of the Original Agreement to June 30, 2019.

C. On May 20, 2019, City and CSC entered into that certain Amendment No. 2 to extend the term of the Original Agreement to June 30, 2021.

D. On May 27, 2020, City and CSC entered into that certain Consent to Assignment and Amendment No. 3 to assign all rights, obligations, and liabilities of CSC under the Original Agreement to Consultant.

E. The Original Agreement, as modified by Amendment No. 1, Amendment No. 2, and the Consent to Assignment and Amendment No. 3 is hereinafter referred as the "Agreement".

F. The City is in the process of issuing a formal Request for Proposals for traffic signal maintenance services. To ensure uninterrupted service while the City completes this procurement, the City desires to extend the term of the Agreement for an additional three (3) months, ending on September 30, 2021.

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

1. Section 3.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.3 "Expiration Date": September 30, 2021.

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 A. Chirco
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By:_____
Michael S. Daudt
City Attorney

ATTEST:

By:_____
Windmera Quintanar, MMC
City Clerk

"Consultant"

Crosstown Electrical & Data

By:_____
David Heermance, President

By:_____
Benjamin Heermance, CFO

PROFESSIONAL SERVICES AGREEMENT

(City of Los Alamitos/ *Computer Service Company*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Computer Service Company (CSC) a California Corporation("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Traffic Signal Maintenance.

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 as approved by City Council June 15, 2015 attached hereto as Exhibit 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.

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. Mr. Jeff Telander, Business Development Manager 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

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(City of Los Alamitos/ *Computer Service Company*)

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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.

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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 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 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.

10.3 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. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

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 at least two weeks 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 canceled or reduced 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. 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.

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:
Jeff Telander
Business Development Manager
12907 E. Garvey Avenue
Baldwin Park CA 91706
Telephone: (951) 738-1444
Facsimile: (626) 962-2521

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"
Computer Service Company (CSC)
By: _____
Vincent P. Mauch, CFO

Date: 7/9/15

By: Gayle C. Kappelman
Gayle Kappelman, Secretary

Date: 7/9/15

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

March 3, 2015

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

Subject: REQUEST FOR PROPOSAL FOR TRAFFIC SIGNAL MAINTENANCE M

Dear Mr. Mendoza,

Computer Service Company ("CSC"), a Woman Owned Private Corporation Business, Federal Employer I.D. Number 95-2525520 located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this proposal in response to the City of Los Alamitos's Request for Proposal dated February 2015. CSC is only bidding on the Traffic Signal Maintenance portion of this RFP and is not bundling with any other proposer.

CSC has a proven track record for 35 years as an organization entirely focused on providing quality services to our customers for traffic signal system maintenance. CSC intends to use in-house personnel and equipment required to service the City of Los Alamitos's 21 traffic signal and lighting systems as outlined in the Services portion of the RFP.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

Jeff Telander – Operations/Business Development Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelander@computerservco.com

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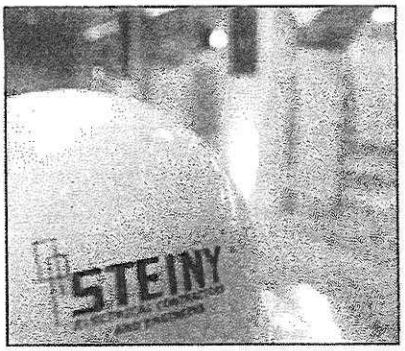
1. Company and Organization



CSC a sister company of Steiny and Company was incorporated in 1957 and has provided traffic signal maintenance since 1979 and maintains private ownership with no anticipated bankruptcy, pending litigation, planned office closures or impending merger. CSC currently employs professional traffic signal technicians and operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. CSC is a Women Owned Business and an equal employment opportunity company that does not discriminate against current or potential employees or applicants based on race, religion, color, age, sex, or national origin.

CSC is focused on developing a significant customer base primarily located in Southern California. Personnel are seasoned professionals with diverse field experience and training to meet the needs of our traffic signal maintenance customers. CSC's home office is centrally located at the junction of the 10 and 605 freeways, in the city of Baldwin Park and maintains equipment storage facilities in Southern California located in strategic locations to best serve our customer base. Our offices are open from 7:30am to 4:30pm Monday thru Friday with emergency contacts available 24 hours a day. Field technician's normal working hours are from 7:30am to 4:30 pm Monday thru Friday with after hour availability on an as needed basis.

CSC currently provides services to maintain traffic signal equipment, street and parking lot lighting, cabinet and conflict monitor testing and intersection construction projects for approximately 20 cities containing up to 150 intersections serviced per customer. The following contacts are knowledgeable about CSC and can provide the City of Los Alamitos with information in association with work performed.

CSC supports the International Municipal Signal Association (IMSA) training procedures with many technicians obtaining advanced certification through in house training and participation in IMSA certification courses. Along with the IMSA certifications most of our technicians have their NEC certification. The specialized experience and professional competence of CSC personnel identified as part of this RFP is reflected in the following section of this response.

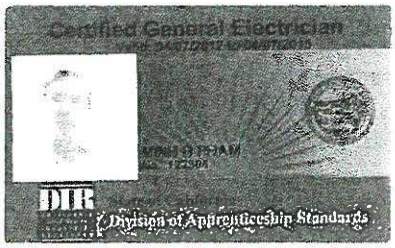
2. Summary Sheet

1. Personnel assigned to the Contract

CSC will maintain adequate level of labor resources as required by the Scope of Work and no person designated as "key" to the contract shall be removed or replaced without the prior written concurrence of the City of Los Alamitos/Engineering Department. The designated manager will have full involvement of the work effort and conversant in its details on a day-to-day basis. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

Vinny Nguyen - Maintenance Technician Lead / IMSA Field Technician Level III: Vinny has been employed by CSC for 12 years as a Maintenance Technician. Vinny currently maintains traffic signal systems supporting cities within CSC's Southern Territory which covers an area servicing cities located in Orange County. Vinny will provide 90% support for this contract.

Minh Pham- Maintenance Technician Lead / IMSA Field Technician Level III /NEC Certified: Minh has been employed by CSC for 14 years as a Maintenance Technician Lead. Minh is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC's Southern Territory which covers an area servicing cities located in Orange County. Minh will be responsible for providing 10% support for this contract.



Wes Sumner – Communications Systems / Engineering Technician / IMSA Field and Lab Level III / NEC Certified: Wes is a valuable asset to Computer Service Company for over 32 years. He is responsible for running CSC's bench repair, test lab and is a field subject matter expert. Wes has experience with building system ready traffic cabinets and has strength in his ability to effectively troubleshoot field cabinet, communication, video detection, microwave and fiber optic related problems. Wes is trained and uses communication systems such as; Aries, Quiknet and MICS. As requested, Wes covers "turn-on" activities for other manufacturers to meet their workload demand. Wes also possesses 170 Controller maintenance certifications.

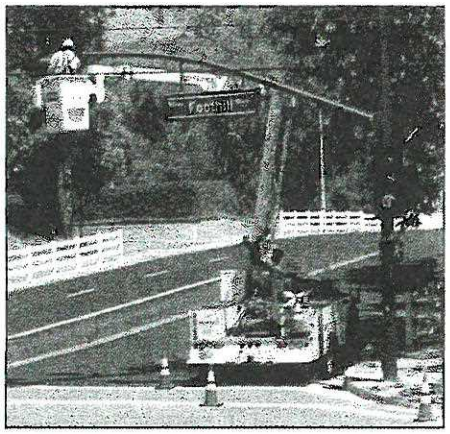
2. Management Contacts for the City

Jeff Telander – Operations/Business Development Manager: Jeff has 35 years of experience in the transportation safety industry working for companies focused on traffic, rail and red-light signal systems such as; Intersection Development Company (US Traffic), Signal Control Company, Superior Signal Service, American Traffic Solutions, Nestor Traffic, Burlington Northern Railroad and Boston and Main / Springfield Terminal Railroad. His vast knowledge includes operational and management positions responsible for planning, engineering, construction, installation, testing, maintenance/repair, inventory, business development, marketing, programming, vendor and customer relations, staff development, product and service management. Jeff is driven by his passion for public safety, quality and customer service. He earned a Railroad Signalman Certificate and IMSA certifications in Work Zone Safety, Field Technician Levels I and II.

Justin Cataldo – Field Service Manager: Justin has been a valuable contributor to CSC for over 19 years including roles such as; Project Manager, Field Service Manager, Operations Manager, Maintenance Supervisor and a maintenance technician with our traffic signal construction division. Justin will be the primary contact for the City of Los Alamitos and works closely with the Project Manager on the daily delivery of this contract. Justin has a great deal of experience in the area of signal maintenance, ranging from emergency situations such as knockdowns to complicated signal modifications. Justin has his IMSA Work Zone Safety, Level I and Level II Certificates.

Jerry Davis – Project Manager: Jerry is responsible for the day to day direction, oversight and quality control of the field technicians and delivery of service on this contract. He has over 20 years of experience in traffic signal construction, maintenance and service operations. Jerry has his IMSA Work Zone Safety and Level II Certificates.

3. Allocation of Resources and Scope of Work



The following sets forth Computer Service Company's (CSC) approach to accomplishing the tasks outlined in the Scope of Work (SOW). CSC complies with all applicable federal, state and local laws, codes, ordinances and regulations. In the case of a conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. CSC agrees to permit any authorized federal, state, county and City of Los Alamitos official access to its place of work, books, documents, papers, payroll materials, and other relevant contract-related records associated with this contract. All relevant records shall be retained for a minimum of three (3) years.

CSC will provide services for routine preventative maintenance, written inventory, extraordinary maintenance, and additional maintenance of traffic signal systems; including, furnishing of all tools, equipment, apparatus, facilities, labor services and material, and perform all work necessary to maintain traffic signal, flashing beacon, and other facilities referenced in this SOW.

CSC will provide and be equipped with spare parts sufficient to place the signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. All work performed or equipment or parts supplied by the CSC may be inspected for approval by the City Engineer, or his authorized representative. No permanent or temporary change of controller mechanisms shall be done without prior approval of the City except in case of an emergency.

CSC will assign a technician that meets City requirements and will regularly consult with the City regarding the performance of the technician or other representative of CSC. In order to efficiently keep our customers up to date with current events concerning their traffic signal system, the technician will be the primary contact with the City and will perform the services scheduled in the Scope of Work portion of the Request for Proposal.

CSC maintains an operation that covers twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, in order to effectively address and respond to both routine and emergency service requests. For the purpose of this contract, "normal hours" are defined as Monday through Friday from 7:30 a.m. to 4:30 p.m. (excluding holidays formally recognized by the City.) All requests shall be addressed by an appropriate timely response as outlined in this SOW.

CSC will ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within one (1) hour of first notification

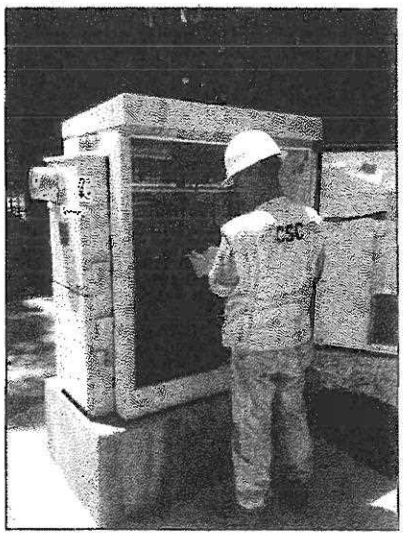
during normal working hours and one (1) hour during non-working hours. Routine requests shall be responded to within twenty-four (24) hours of first notification unless the City agrees upon other arrangements.

The following events shall establish an emergency condition and the following action shall be taken:

1. Events: Failure or malfunction of the traffic signal system, or interruption of normal signal operations so as to create a public hazard. This may be caused by damage from vehicle collisions or accidents, acts of nature, civil disorder, malicious mischief, vandalism, or actions of other contractors or utility companies.
2. Actions: Under these conditions, CSC will immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate safely.

CSC will notify the City Engineer or his authorized representative of any planned alterations, substitutions, or removal of any controller or component, or alteration and any emergency call outs to the operation of any signal system as outlined in the SOW.

CSC will keep a current, permanent operational record of all work performed at the intersection, including routine maintenance, emergency and non-emergency service calls, and extraordinary maintenance for traffic control or safety equipment maintain by this contract. A copy of such records will be provided to the City Engineer or his authorized representative within two (2) working days upon request.



CSC will visit and provide preventative maintenance for the City's 21 traffic signal and lighting systems once a month. CSC will develop a monthly summary report containing the minimum information outlined in the SOW in cooperation with the City and submitted with the monthly invoice.

Salvaged or damaged equipment shall become the property of CSC including the proper disposal and recycling of such material unless otherwise directed by the City.

CSC will notify the City Engineer or his authorized representative, at least 48 hours in advance of any scheduled signal turn-off necessitated by CSC operations. CSC will not make any turn-off until given permission to proceed by the City Engineer or his authorized representative. Once permission is obtained, CSC will notify the City of Los Alamitos Police Department, California Highway Patrol (CHP) and the City representative of said planned shutdown, as well as the anticipated duration of said shutdown.

CSC will warranty the work against defective material or workmanship for a period of one (1) year from date of completion of the work. Damage due to traffic accidents, acts of nature and service power surges including those from sabotage and/or vandalism are exempt from the warranty.

CSC will conduct work in such a manner as to minimize the disruption of traffic flow and follow the California Manual of Uniform Traffic Control Devices (CA MUTCD) and Caltrans standards. CSC will furnish all flaggers, barricades, barriers, lights, signs, and any other devices which may be necessary for adequate and safe traffic control.

CSC will provide a program of routine preventative maintenance of Traffic Signals and Safety Lighting System designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The routine preventative maintenance services will be provided by personnel identified in Section above.

CSC will inspect and service each signalized intersection once a month or at the frequency outlined in the SOW. CSC will provide all material, labor and equipment capable of performing all the required maintenance functions for each assigned technician, to perform these services. The repair or replacement of traffic signal communications and interconnect equipment not enclosed within the controller cabinet shall be considered EXTRA WORK and will require prior approval by the City Engineer or designated representative before work is commenced.

Extraordinary maintenance as listed in the Contract Agreement includes all the labor, equipment, and materials necessary to ensure the safe and efficient operation of the City's traffic signal system that goes beyond the normal routine preventative maintenance program established by this SOW. The extraordinary maintenance, except for emergency repairs as provided for in this SOW, shall require prior written authorization from the City Engineer.

CSC maintains a lab and bench repair operation that uses certified testing procedures that are on file with the California Department of Transportation allowing for the testing of new equipment and other related technical activities as may be required. CSC has excellent facilities and tools available to assist in the repair and bench testing of existing equipment.

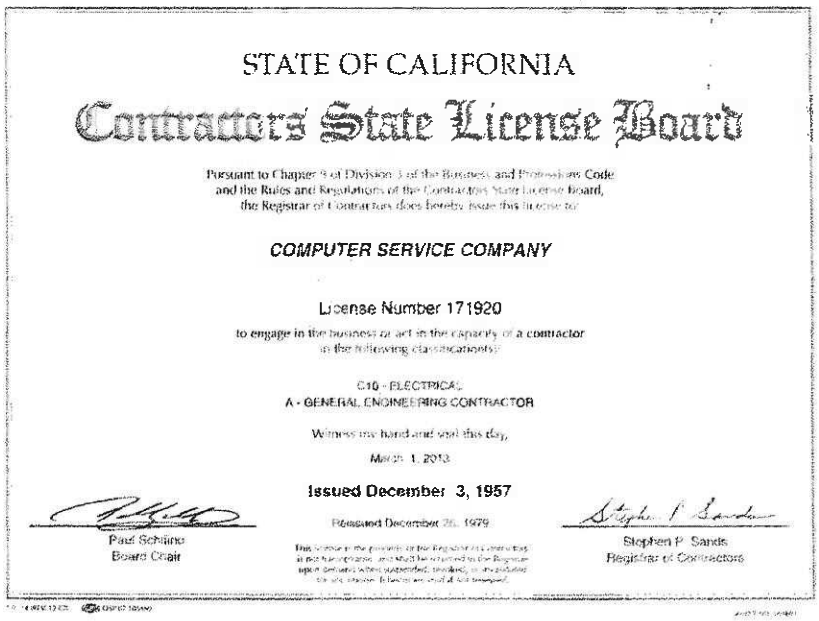
CSC maintains a quality assurance program for quality control and identification of continual service improvement opportunities. Methods include the review for accuracy of all service reports and invoices, periodic independent site evaluation and review sessions with assigned personal.

CSC consistently operates in a safe, workmanlike manner. Safety meetings are held on a regular basis and all safety laws are adhered to. There is no negative history to report with

respect alleged significant prior or on-going contract failures, civil or criminal litigation or pending investigation involving CSC.

CSC supplies the best traffic system maintenance service possible by fulfilling each City's expectations and requirements. Since the inception of CSC in 1979, we have continued to foster an attitude and approach to customer service that provides value through care and accountability to delivery of quality services. As a result, technicians consider each City, "their City" and its care a source of personal pride. This is evidenced by the longevity of CSC in the Traffic Signal System maintenance industry and the quality services provided to our customers.

CSC maintains a "C-10" license. CSC and all its subcontractors will obtain and pay for all permits and licenses as required under this contract.



STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

COMPUTER SERVICE COMPANY

License Number 171920

to engage in the business or act in the capacity of a contractor in the following classification(s):

C10 - ELECTRICAL
A - GENERAL ENGINEERING CONTRACTOR

Witness my hand and seal this day,

March 1, 2013

Issued December 3, 1957

Reissued December 26, 1979

Paul Schlinq
Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and must be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It is unlawful to use it if not issued.

Stephen P. Sands
Registrar of Contractors

4. References

City of Los Alamitos - 21 Intersections
Tony Brandyberry, Public Works Superintendent - (562) 431-3538 ext 105

City of Lake Forest – 91 Intersections
Doug Anderson, Traffic Engineering Manager – (949) 461-3486

City of Tustin - 122 Intersections
Terry Lutz, City Engineer - (714) 731-9455

City of Laguna Niguel - 75 Intersections
Edgar Abrenica, Associate Civil Engineer - (949) 362-4338

City of Laguna Hills – 47 Intersections
Kenneth Rosenfield, Director of Public Works - (949) 707-2655

County of Orange – 61 Intersections
Dan Richards, OC Engineering Superintendant - (714) 245-4580

City of San Dimas - 34 Intersections
John Campbell, Public Works Maintenance Superintendent - (909) 394-6270

City of Chino Hills – 51 Intersections
Joe Dyer, Assistant City Engineer – (909) 364-2771

City of La Palma - 21 Intersections
Larry Baldwin, Engineering Technician - (714) 690-3325

City of Covina - 49 Intersections
Paul Hertz, Superintendent - (626) 384-5219

City of Monterey Park - 57 Intersections
Ray Alfonso, Assistant City Engineer - (626) 307-1330

City of Chino - 102 Intersections
Mario Flores, Engineer - (909) 591-9828

City of Aliso Viejo - 46 Intersections
Shawn Pelletier, City Engineer - (949) 425-2533

CITY OF LOS ALAMITOS
MAINTENANCE SERVICES FOR CITYWIDE TRAFFIC SIGNALS
FISCAL YEAR 2015 – 2017
AS APPROVED BY CITY COUNCIL 6-15-2015

ITEM NO.	CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section A - Routine Preventive Maintenance Items				
1.	Routine Preventive Maintenance of Traffic Signal and Safety Lighting System per Intersection Per Month	1	Ea.	$70.00

ITEM NO.	CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section B - Labor and Equipment Rates				
2.	Service Truck	1	Hr.	$22.00
3.	Bucket Truck	1	Hr.	$32.00
4.	Traffic Signal Technician	1	Hr.	$85.00
5.	Traffic Signal Technician - Overtime	1	Hr.	$135.00
6.	Bench Technician	1	Hr.	$90.00

ITEM NO.	CONTRACT ITEM DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE
Section C – Unit Pricing Items				
7.	Response to USA Underground Service Alerts at the request of City staff for marking and protection of traffic signal underground facilities.	1	Ea.	$200.00

Rate Adjustments - Computer Service Company guarantees these rates for the first year of the contract term with a CPI increase (based on the Los Angeles – Long Beach – Santa Ana CPI index) will be requested for each additional year of the contract if appropriate.

Payment – Computer Service Company would prefer NET 30 upon receipt of invoices.

Mark Up – 15%

NON-COLLUSION AFFIDAVIT

I, Vincent P. Mauch, being first duly sworn, deposes and says that he or she is Chief Financial Officer of Computer Service Company the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

Name of Proposer Computer Service Company

Signature

Name Vincent P. Mauch

Title Chief Financial Officer

Dated March, 3 2015

ARTICLES OF AGREEMENT

ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT
SPECIFICATION NO CIP 19/20-04
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-04, ("AGREEMENT") is made and entered into for the above-stated project this 20th of April, 2020, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT PROJECT, SPECIFICATION NO. CIP 19/20-04 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 Twenty-Three Thousand, Seven Hundred Twenty-Five and Zero Cents ($23,725.00), 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: David P. Heermance
CITY OF LOS ALAMITOS	CROSSTOWN ELECTRICAL & DATA, INC.
3191 Katella Avenue	5454 Diaz Street
Los Alamitos, CA 90720	Irwindale, CA 91706

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 Articles of Agreement 4/13/2020.

CONTRACTOR: Crosstown Electrical & Data, Inc.

David P. Heermance, President
Contractor's License No. 756309

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13th day of April, 2020, by David Heermance,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SHALEA BERRY
Notary Public - California
Los Angeles County
Commission # 2281272
My Comm. Expires Mar 16, 2023

(Seal)

Signature Shalea Berry

DocuSign Envelope ID: 3792F220-C0CD-4E78-84CF-FA6D60210BE7

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

NOTARY PUBLIC _____ (SEAL)

AGENCY:

Richard Murphy, Mayor
City of Los Alamitos

4/20/2020
Date

ATTESTED:

Windmera Quintanar, MMC, City Clerk
City of Los Alamitos

4/20/2020
Date

APPROVED AS TO FORM:

DocuSigned by:
Michael S. Daudt
D2A022E0E4DE418...
Michael S. Daudt, City Attorney
City of Los Alamitos

4/23/2020
Date

(EXECUTE IN DUPLICATE)

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10N**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**
Chris Kelley, City Engineer

Subject: **Award of Bid for the CDBG Howard Avenue Street Improvements Project from Reagan Street to Maple Street (CIP No. 20/21-02)**

SUMMARY

This report recommends actions to begin construction of the proposed grinding and overlay work along Howard Avenue, from Reagan Street to Maple Street.

RECOMMENDATIONS

1. Award construction for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02) in the amount of $101,400 for the award of Schedule 'A' only of the bid package (Schedule 'B' was removed due to budget constraint that included optional curb and gutter work) to Onyx Paving Company, Inc.; and,

2. Authorize the Mayor to execute the contract with Onyx Paving Company, Inc. for the CDBG Howard Avenue Street Improvements Project (CIP No. 20/21-02).

BACKGROUND

The City of Los Alamitos proposes to grind and overlay portions of Howard Avenue from Reagan Street to Maple Street as part of the City's ongoing pavement management program.

DISCUSSION

The following represents an approximate timeline for the completion of the project which consists of grind and overlay, signing and striping, and curb ramp replacement for the street improvement project:

- 05/17/21 Award of Contract by the City Council
- 06/07/20 Start of construction
- 07/12/20 End of construction

FISCAL IMPACT

The total budget for the project is $121,000. The construction bid from Onyx Paving, Inc. is $101,400 for the award of Schedule 'A' of the bid package (Schedule 'B' was removed due to budget constraint that included optional curb and gutter work). The design and construction management budget is estimated to be $19,600.

Available funding for the projects is provided as follows:

Budget Fiscal Year	Source	Amount
2020-21	CDBG	110,000
2020-21	Gas Tax	11,000
	Howard Ave. Pavement Project	121,000

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. *Articles of Agreement for CIP No. 20/21-02*
2. *Bid Breakdown – CDBG Howard Avenue Street Improvements Project*
3. *Bid and Specs for CIP No. 20/21-02*
4. *Construction Map for CIP No. 20/21-02*

ARTICLES OF AGREEMENT

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CDBG HOWARD AVENUE STREET IMPROVEMENTS SPECIFICATION NO. CIP 20/21-02, ("AGREEMENT") is made and entered into for the above-stated project this 17th of May, 2021, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and ONYX PAVING COMPANY, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the CDBG HOWARD AVENUE STREET IMPROVEMENTS SPECIFICATION NO. CIP 20/21-02, 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 One Hundred One Thousand, Four Hundred and Zero Cents ($101,400.00), 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: Corey R. Kirschner
CITY OF LOS ALAMITOS	ONYX PAVING COMPANY, INC.
3191 Katella Avenue	2890 E La Cresta Avenue
Los Alamitos, CA 90720	Anaheim, CA 92806

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 _____.

CONTRACTOR: Onyx Paving Company, Inc.

_____

Corey R. Kirschner, President
Contractor's License No. 630360

Subscribed and sworn to this _____ day of _____, 2021.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____ _____
Mark Chirco, 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

(E X E C U T E I N D U P L I C A T E)

PAYMENT BOND

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Onyx Paving Company, Inc., 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 One Hundred One Thousand, Four Hundred and Zero Cents ($101,400.00), 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 ensure to the benefit of 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 _____, 2021.

Contractor*

Corey R. Krischner
Onyx Paving Company, Inc.
2890 E La Cresta Avenue
Anaheim, CA 92806
714-632-6699
corey@onyxpaving.net

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 _____, 2021.

NOTARY PUBLIC..... (SEAL)

(E X E C U T E I N D U P L I C A T E)

FAITHFUL PERFORMANCE BOND

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Onyx Paving Company, Inc., 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 One Hundred One Thousand, Four Hundred and Zero Cents ($101,400.00), 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: CDBG HOWARD AVENUE STREET IMPROVEMENTS SPECIFICATION NO. CIP 20/21-02, 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 _____, 2021.

Contractor* Corey R. Kirschner, President
Onyx Paving Company, Inc.
2890 E La Cresta Avenue
Anaheim, CA 92806
(714) 632-6699
corey@onyxpaving.net

SURETY*……

*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 _____ , 2021.

NOTARY PUBLIC..... (SEAL)

(E X E C U T E I N D U P L I C A T E)

MAINTENANCE BOND

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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 Onyx Paving Company, Inc., 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 Fifty Thousand, Seven Hundred and Zero Cents ($50,700), 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 ....., 2021.

Contractor* Corey R. Kirschner, President
Onyx Paving Company, Inc.
2890 E La Cresta Avenue
Anaheim, CA 92806
(714) 632-6699

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....., 2021

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: _____ _____Onyx Paving Company, Inc._____
(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 Insurers under the contracts of insurance for which the Certificate of Insurance is given.

_____

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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 **7-3 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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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 therefore,** 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: _____

CITY OF LOS ALAMITOS
CDBG HOWARD AVENUE STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 20/21-02

BID OPENING: MARCH 23, 2021 AT 11:00 AM

				ONYX PAVING COMPANY, INC		R.J. NOBLE COMPANY		SEQUEL CONTRACTORS, INC.		ALL AMERICAN ASPHALT		HARDY & HARPER, INC.	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	2,400.00	$2,400.00	2,100.00	$2,100.00	10,000.00	$10,000.00	11,663.00	$11,663.00	16,471.00	$16,471.00
2	Traffic Control	1	LS	15,000.00	$15,000.00	17,500.00	$17,500.00	14,082.00	$14,082.00	2,200.00	$2,200.00	10,000.00	$10,000.00
3	Project Informaion Sign	1	EA	1,500.00	$1,500.00	530.00	$530.00	1,000.00	$1,000.00	1,014.00	$1,014.00	1,500.00	$1,500.00
4	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	37,700	SF	0.20	$7,540.00	0.27	$10,179.00	0.30	$11,310.00	0.35	$13,195.00	0.37	$13,949.00
5	Construct ARHM Overlay (1.50Inch Uniform)	350	TN	123.00	$43,050.00	119.00	$41,650.00	109.00	$38,150.00	117.00	$40,950.00	122.00	$42,700.00
6	Removed and Construct 6-Inch Thick AC Pavement	50	TN	200.00	$10,000.00	129.00	$6,450.00	240.00	$12,000.00	206.00	$10,300.00	160.00	$8,000.00
7	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 1	1	EA	7,700.00	$7,700.00	6,000.00	$6,000.00	4,300.00	$4,300.00	5,307.00	$5,307.00	6,500.00	$6,500.00
8	Removed and Construct Curb Ramp Per SPPWC Std Plan 111-5 Modified per Plan	1	EA	7,700.00	$7,700.00	6,000.00	$6,000.00	4,300.00	$4,300.00	5,307.00	$5,307.00	6,500.00	$6,500.00
9	Adjust Manhole Frame to Grade	2	EA	1,000.00	$2,000.00	850.00	$1,700.00	1,275.00	$2,550.00	521.00	$1,042.00	1,100.00	$2,200.00
10	Adjust Water Valve to Grade	5	EA	600.00	$3,000.00	850.00	$4,250.00	500.00	$2,500.00	521.00	$2,605.00	800.00	$4,000.00
11	Signing and Striping	1	LS	1,510.00	$1,510.00	2,600.00	$2,600.00	2,000.00	$2,000.00	1,566.00	$1,566.00	1,500.00	$1,500.00
		TOTAL			$101,400.00		$98,959.00		$102,192.00		$95,149.00		$113,320.00
	SCHEDULE B - ADDITIVE ALTERNATIVE												
		QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
11	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	530	LF	49.00	$25,970.00	67.50	$35,775.00	67.50	$35,775.00	96.00	$50,880.00	66.00	$34,980.00
12	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	1,070	SF	9.00	$9,630.00	10.30	$11,021.00	10.00	$10,700.00	10.00	$10,700.00	10.00	$10,700.00
		TOTAL			$35,600.00		$46,796.00		$46,475.00		$61,580.00		$45,680.00
	SCHEDULE A	TOTAL			$101,400.00		$98,959.00		$102,192.00		$95,149.00		$113,320.00
	SCHEDULE B	TOTAL			$35,600.00		$46,796.00		$46,475.00		$61,580.00		$45,680.00
	PROJECT TOTAL				**$137,000.00**		**$145,755.00**		**$148,667.00**		**$156,729.00**		**$159,000.00**

CITY OF LOS ALAMITOS

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CDBG HOWARD AVENUE STREET IMPROVEMENTS
CIP 20/21-02

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

FEBRUARY 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 23rd day of March 2021**

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CITY OF LOS ALAMITOS

SPECIFICATIONS FOR

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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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CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING SEALED BIDS

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NOTICE INVITING SEALED BIDS

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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 23rd day of March 2021. The bids will be publicly opened and read at 11:00 a.m. on the 23rd day of March 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 posses 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 CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02

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.

A non-mandatory pre-bid meeting will be held at 11:00 a.m. on March 9, 2021.

This is a federally assisted construction contract. Federal labor standards provisions outlined in the HUD-4010 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA), will be enforced. The applicable Federal wage decision is the one in effect ten (10) days prior to bid opening; it is online at https://beta.sam.gov/help/wage-determinations. In the event of a conflict between the Federal and State wage rates, the higher of the two will prevail. The State wage rates are available online at http://www.dir.ca.gov/DLSR/PWD/index.htm. Lower State wage rates for work classifications not specifically included in the Federal wage decision are not acceptable.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8 of the California Administrative Code, Section 200, *et seq.*, to ensure compliance and complete understanding of the law regarding apprentices.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

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

If you have any questions, please contact *Chris Kelley*, at (562) 431-3538 extension 301.

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

SECTION B

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

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 posses 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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

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

BID PROPOSAL

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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)

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULE A					
No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Item Amount**
1	Mobilization	1	LS	$	$
2	Traffic Control	1	LS	$	$
3	Project Information Sign	1	EA	$	$
4	Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)	37,700	SF	$	$
5	Construct ARHM Overlay (1.5-Inch Uniform)	350	TN	$	$
6	Remove and Construct 6-Inch Thick AC Pavement	50	TN	$	$
7	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Case A Type 1	1	LF	$	$
8	Remove and Construct Curb Ramp Per SPPWC Std Plan 111-5 Modified per Plan	1	EA	$	$
9	Adjust Manhole Frame to Grade	2	EA	$	$
10	Adjust Water Valve to Grade	5	EA	$	$
11	Signing and Striping	1	LS	$	$
				Subtotal	

Bid Schedule Total (Schedule A) $_____

Bid Schedule Total (Schedule A) (in words):

_____

BID SCHEDULE B – ADDITIVE ALTERNATE					
No.	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Item Amount**
12	Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2	530	LF	$	$
13	Remove and Construct 4-Inch Thick PCC Sidewalk per SPPWC Std Plan 113-2	1,070	EA	$	$
				Subtotal	

Bid Schedule Total (Schedule B) $_____

Bid Schedule Total (Schedule B) (in words):

_____

Grand Total (Schedule A + Schedule B) $_____

Grand Total (Schedule A + Schedule B) (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 of Schedule A and Schedule B shall be considered.

_____ _____

(Company Name of Bidder) (Date)

BID BOND

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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 _____....., 2021.

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 _____, 2021.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02

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 you 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 _____, 2021, at _____, California.

Authorized Representative Signature and Title_____

EXPERIENCE STATEMENT

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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)

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02

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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS CDBG HOWARD AVENUE STREET IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-02 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 CDBG HOWARD AVENUE STREET IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-02, 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 sun 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

(E X E C U T E I N D U P L I C A T E)

PAYMENT BOND

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02

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)

(E X E C U T E I N D U P L I C A T E)

FAITHFUL PERFORMANCE BOND

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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: CDBG HOWARD AVENUE STREET IMPROVEMENTS, SPECIFICATION NO. CIP 20/21-02 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)

(E X E C U T E I N D U P L I C A T E)

MAINTENANCE BOND

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

E-STANDARD SPECIFICATION

STANDARD SPECIFICATIONS

CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
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. The Special Provisions stated below will be numbered as Sections 900 through 999. Subsections of architectural work may be numbered according to the Construction Specifications Institute ("CSI") format.

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

Delete the third paragraph and replace 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 paragraphs and subsections to Section 2-1:

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 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.

2-2 PERMITS

Delete the first paragraph and replace 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

Delete the first paragraph and replace 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.

The following subsection is added to Subsection 3-13 of the SSPWC.

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

Delete the third and fourth sentences of the first paragraph and replace 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

Delete the third sentence of the second paragraph and replace 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

Section 5-4.2 is replaced in its entirety as follows:

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

Section 5-4.3 shall be replaced in its entirety as follows:

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.

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, **<u>One (1) Project Information shall be installed</u>**, 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 7ft 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, 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.

<u>SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK</u>

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

Delete the last sentence of first paragraph and replace it 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

Delete the text of Section 6-4.4 and replace it 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

Delete the title and text of Section 6-9 and replace 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

Delete the last paragraph of this subsection and replace 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

Delete the text of section 7-3.3 and replace 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

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.

Payment for Mobilization and Demobilization 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 and Demobilization will be disbursed at completion of Mobilization and 20% will be disbursed at completion of Demobilization.

STANDARD SPECIFICATIONS
CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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.

SPECIAL PROVISIONS
CDBG HOWARD AVENUE STREET IMPROVEMENTS
SPECIFICATION NO. CIP 20/21-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. 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**.**

1. Retarding Densifyer. The material shall be of the hydroxylated carboxylic acid type in liquid form and shall not entrain air or cause foaming. The retarding densifyer 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 densifyer.

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 densifyer in liquid form.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General. 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.

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

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.

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

Subsection 203-11 ASPHALT RUBBER HOT MIX is amended by adding thereto the following paragraphs:

203-11.2 Materials.

Contractor shall maintain a minimum quality control plans as follows:

a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.

b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

The first paragraph of Subsection 203-11.2.3.1 General is hereby deleted and replaced with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3.1(B) is hereby deleted.

The sixth (last) paragraph of Subsection 203-11.2.3.1 is hereby deleted.

203-11.2.4 Aggregate.

The text of Subsection 203-11.2.4 is hereby deleted and replaced with the following:

The aggregate for ARHM shall conform to the "quality requirements" for asphalt concrete Type A as specified in Caltrans Standard Specifications.

All aggregate used for ARHM shall be crushed aggregate.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

203-11.3 Composition and Grading.

Asphalt-rubber hot-mix shall be type and class ARHM-GG-C.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3, including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

203-11.4 Mixing Asphalt and CRM.

Subsection 203-11.4 Mixing Asphalt and CRM is amended by adding thereto the following paragraphs:

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to completer reaction prior to transfer to any storage tank or use of the reaction tank for feet to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

-Temperature of stored asphalt cement material at time of loading
-Time at which the reaction tank is fully loaded
-Tons of asphalt rubber added to the tank for the batch
-Total asphalt rubber in the tank after loading
-The beginning time of reaction (Fully loaded and above 375° F)
-Binder temperature at time of sampling
-Temperature of tested material
-Viscosity reading
-Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item C) of 203-11.5:

Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established,

the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt rubber is in any stage of production. Seven days before production of asphalt rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt rubber shall be terminated if this procedure is not followed and will not be restarted until Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

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.

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.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

Add the following to Subsection 300-1:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included in other bid items and no additional payment will be make therefore.

(1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.

(2) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.

(3) Clearing and removal of debris from site of work.

(4) Removal of structures, as directed by Engineer to be removed or abandoned.

(5) Delay in work necessary to accommodate utility relocations by others.

(6) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.

(7) Other items of work as directed in these specifications. 300-1.3 Removal and Disposal of Material.

300-1.2 Root Pruning and Tree Trimming.

Subsection 300-1.2 Root Pruning and Tree Trimming is amended by adding thereto the following paragraphs:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified

Arborist in the Contractor's employ.

All the root pruning required to place or replace walks, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the City. Any such root removed without the City's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

All trees noted on the drawings for tree pruning shall have crown reduction and crown thinning performed in accordance with standards published by the Western Chapter of the International Society of Arboriculture (ISA). All pruning shall be performed by ISA certified tree workers under direct supervision of an ISA certified arborist. The Contractor shall furnish such credentials to the Engineer prior to commencement of any tree work.

300-1.2.1 Protection of Existing Trees to Remain.

All trees to remain in place within the limits of work shall be protected from damage by workmen, equipment, and operations. Insofar as prosecution of the work allows, following removal of surrounding pavements, etc., the root area beneath the tree drip line shall be protected from damage, including compaction. Protection shall include temporary fencing, barricades, etc. Warning tape will not be considered sufficient.

300-2 UNCLASSIFIED EXCAVATION

:

300-2.1 General.

Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps. Removals shall be in accordance with Section 401 Removals.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced 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 (30mm), 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 (6mm), plus or minus.

300-4.10 Measurement and Payment. The text of Subsection 300-4.10 of the Standard Specifications is hereby deleted and replaced 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

Subsections 302-5.1 General is hereby amended thereto by adding the following paragraphs:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

302-5.1.1 Preparation Crack Treatment.

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet in minimum dimension. Such pavement area is defined by the cracks forming its perimeter. If asphalt concrete pavement is being constructed directly upon an existing asphalt concrete pavement: 1) Contractor shall spray all weeds in cracks with an approved herbicide, such as brand Roundup, a minimum of 1 week prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be cleaned, tacked and filled with temporary 3/8" (cutback) asphalt concrete compacted level with the top of the existing pavement; 3) all cracks and holes with weeds shall be routed clear to a depth of one-inch; 4) All cracks and joints 1/4 inch or greater in width shall be blown clear with high pressure air; and 5) all singular cracks and joints shall be filled with **Crafco Polyflex Type III** or equal. Crack and joint filling shall **utilize a banding type applicator** (Crack banding machine or equivalent) **or a "shoe" attachment on a wand**, capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch. Thickness shall not exceed 5/32-inch, but if so, crackfiller shall be reheated and replaned to the specified thickness by a method approved by the Engineer.

To ensure awareness of the specification by crackfill crew, the foreman on the crackfill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

CRACKFILL CREW - CERTIFICATE OF PROCEDURES

*****No work shall begin without this certificate on site, signed by the foreman.*****

As the on-site supervisor of the crackfill crew, I hereby certify that I am aware of and will provide for proper labor and equipment for the work as specified: " capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch thick."

I also certify that I have verified that the crackfill material is the same material shown on the Certification of Compliance, or is the precise product identified in the specifications: Crafco Polyflex Type III

Print Name:

Signed _____ Date _____

All crack preparation shall be performed after cold milling, and cracks in cold milled areas.

Engineer shall be notified in writing 24 to 48 hours prior to performing crack filling.

Contractor shall seal the largest singular cracks in the quantity specified below for each street segment listed herein respectively, within 15 percent above or below that amount. Quantities more than 15 percent above the amounts shown will not be paid without written authorization from the Engineer. Actual lineal footage sealed will be paid at the bid item price, subject to these provisions.

STREET	LIMITS	TOT. CRK LG
	TOTAL	

302-5.4 Tack Coat - Add the following

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic Polymer modified asphalts, thermoplastic resins and digested whole tire rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Paving asphalt (also referred to as tack coat) shall be Thermoplastic Polymer Modified No Track Tack, for ARHM and AC overlay and where specified for slurry seals, and SS 1h otherwise. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdl #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the AC where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be

equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. Slurry seal shall be applied on the same day as receiving tack coat. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

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^{o} 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.

Measurement and Payment **-** Add the following

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.

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.

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.
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.

302-5.8 Manholes (and other structures)

Adjustment of valve boxes and other structures within the roadway shall conform to Section 403 of the Standard Specifications for Public Works. Asphalt-rubber hot mix (ARHM) Class C or D, shall be used as final cap around adjusted valve boxes.

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 bid item price for AC material.

The cost for slot pavement for curb and gutter replacement, as shown on Detail B of the Plans, shall be included in the price bid for removal and construction of curb and gutter and no additional payment will be allowed therefor.

Payment for Construct 6-Inch Full Depth AC Over Compacted Native Base shall be paid at the contract price per ton (TON) and include full compensation for all labor, materials, tools, equipment and incidentals required to construct full depth AC pavement. This bid item will include 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 pavement meeting the requirements of the specifications.

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Subsection 302-9.1 General is hereby amended thereto by adding the following paragraphs:

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling

302-9.3 Distribution and Spreading.

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit (143 degrees Celsius).

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joins. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper

and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.4 Rolling.

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 290 degrees F (143 degrees C), due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

302-9.4.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.4.1.

The field density of compacted ARHM shall be determined by:

1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.5.1, in the field designed to measure the density of pavement of the thickness being constructed; or

2) Core with density determined as follows:

a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.

b) Clean and dry the sample as described in ASTM 1188.

c) Perform California DOT Test 308 Method A step a.

d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

G = Mass in grams of level sealed paraffin-treated specimen in air.

e) Perform 308A b., 308A c., and 308A d on the sample from D) above.

f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$= \frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance

with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 290 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria are not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.5.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.5.1A
REDUCED COMPENSATION FACTORS

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142

94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.5.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.5.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter.

Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

302-9.9 Payment.

Payment for **Construct ARHM Overlay (1.5" Uniform Depth)** shall be paid at the contract price per **ton (TN)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, tack coat, and other incidentals for doing all work, complete, and in place, involved in constructing ARHM overlay and crack sealing as indicated in the contract documents and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. 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 300-1.2. 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-Place System per Armor Tile Part No. ADA-C-3648 or approved equal, unless otherwise noted. Color shall be yellow.

Payment of detectable warning surface shall be included in the unit price bid for removal and construction of new curb ramps per SPPWC Std Plan 111-5.

303-5.9 Measurement and Payment. Add:

Payment for **Remove and Construct 4-inch thick PCC sidewalk per SPPWC Std Plan 113-2 to Match Existing Sidewalk** shall be paid at the contract price per **square foot (SF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of 4-inch thick PCC sidewalk per SPPWC Std Plan No. 113-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Curb Ramp per SPPWC Std Plan 111-5**, case and type per plan and bid schedule, shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, detectable warning surface, equipment, saw cutting, hauling, disposing, curb, gutter, and incidentals for the removal of existing surface and construction of curb ramps per SPPWC Std Plan 111-5 and no additional compensation will be made therefor.

Payment for **Remove and Construct A2-6 Curb and Gutter per SPPWC Std Plan 120-2** shall be paid at the contract price per **linear foot (LF)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, two-foot-wide asphalt concrete slot pavement, tack coat, and incidentals, for the removal of

existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-2 and no additional compensation will be made therefor.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Delete the second paragraph and replace 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

Add 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

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.

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.

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

Delete the second sentence of the third paragraph and replace 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.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Subsections 403-1 is hereby amended by adding thereto to Section 403 of the Standard Specifications as follows:

403-1.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

403-1.3 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade with a concrete collar by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete pavement, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Subsection 403-3 is amended by adding thereto the following paragraph:

Pavement patch material around all frame and covers shall conform to the finish pavement layer specifications; PG 64-10 Class C/D and/or ARHM GG-C/D.

403-5 PAYMENT

Subsection 403-5 is amended by adding thereto the following paragraph:

Payment for **Adjust Water Valve to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for adjusting water valves to grade and no additional compensation will be made therefor.

Payment for **Adjust Manhole Frame to Grade** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for adjusting manhole frame to grade and no additional compensation will be made therefor.

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

Subsection 404-2.2 Milling to a Specified Elevation is amended thereto by adding the following paragraph:

b) The straight edge grade along the edge of the cold plane area shall not deviate more than ¼-inch below nor 1/8-inch above the grade specified in the Plans or Specifications.

404-7 WORK SITE MAINTENANCE

Section 404-7 is amended thereto by adding the following paragraphs:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on the streets approved as completed for cold milling.

404-11 PAYMENT

Payment for **Cold Mill Existing AC Pavement (1.5-Inch Uniform Depth)** shall be paid at the contract price per **square foot (SF)** and include full compensation for all labor, materials, tools, equipment and incidentals required to Cold Mill Existing Asphalt Concrete Pavement. This bid item will shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, hauling, disposal, and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

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.

Changeable Message Sign (CMS) shall be installed 5 days prior to construction and shall provide a notice of construction, including dates of construction and location of construction.

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, dated, 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.

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. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-

inch square “Qwik Punch” posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor’s expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

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 thermoplastic, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats.

84-2.02B Thermoplastic. Traffic striping shall be thermoplastic including crosswalks, arrows markings and other pavement legends.

84-2.02C 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.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

FEDERAL REQUIREMENTS

CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED

PROJECT NAME: CDBG Howard Avenue Street Improvements

PROJECT LOCATION/AWARDING AGENCY: City of Los Alamitos

PROJECT NO.: CIP 20/21-02

SUBCONTRACTOR'S NAME, ADDRESS AND TELEPHONE NUMBER	EMPLOYER IDENTIFICATION NUMBER	CONTRACTOR LICENSE NUMBER	CONTRACT AMOUNT	ESTIMATED STARTING DATE	ESTIMATED COMPLETION DATE	CRAFTS TO BE USED

INFORMATION TO BE PROVIDED BY CONTRACTOR ON ALL SUBCONTRACTS, REGARDLESS OF TIER, WITHIN 10 WORKING DAYS OF AWARD. CONTRACTOR CERTIFIES THAT EACH SUBCONTRACTOR HAS BEEN NOTIFIED THAT THIS IS A FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECT AND BEEN PROVIDED WITH A COPY OF FORM HUD-4010.

Signature	**Name and Title [printed]**
Date	**Company Name**

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246).

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor

to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or Southern American, or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(15) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training or minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women,

including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.

(6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications; provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the

contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of minority women is underutilized).

j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, and assigned social security number, race, sex, status (*e.g.*, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, DC 20210, within ten working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. THE AGE DISCRIMINATION ACT OF 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

8. REHABILITATION ACT OF 1973. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

To: _____
[Name of Labor Union or Workers' Representative]

_____
[Address]

Awarding Authority: City of Los Alamitos

Project Name and Number: CIP 20/21-01 CDBG Howard Avenue Street Improvements

The undersigned currently holds a contract with the City of Los Alamitos involving Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

> HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION; RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT; TREATMENT DURING EMPLOYMENT; RATES OF PAY OR OTHER FORMS OF COMPENSATION; SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP; AND LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____	_____
[Contractor/Subcontractor]	[Signature]
_____	_____
[Date]	[Title]

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND THE FILING OF REQUIRED REPORTS

The ☐bidder / ☐proposed subcontractor hereby certifies that s/he ☐has / ☐has not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that s/he ☐has / ☐has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project No.: _____ Contract Award: $_____

Awarding Agency: City of Los Alamitos

Contractor Name: _____ Total Number Employees: ____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

   a. Including qualified small and minority businesses on solicitation lists.

   b. Assuring that small and minority businesses are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.

3. Grantees are encouraged to procure goods and services from labor surplus areas.

CERTIFICATION OF NON-SEGREGATED FACILITIES
Federally Assisted Projects

The Federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

_____
Name of Contractor

_____
Address

_____
Signature and Title

_____
Date

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

California Public Contract Code requires every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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]."

_____

Bidder Name

Signature

Printed Name and Title

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Telephone: _____

Acting on behalf of the above-named firm as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the City of Los Alamitos:

1) No Federal appropriated funds have been paid, by or on behalf of the above-named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof; and

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the above-named firm shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

3) The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Telephone: _____

Acting on behalf of the above-named firm as its Authorized Official, I make the following Certification to the County of Los Angeles and the City of Los Alamitos:

1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031); and

2) That all persons/entities/firms acting on behalf of the above-named firm have complied and will comply with the County Code; and

3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and shall be liable in civil action if any lobbyist, lobbying firm, lobbyist employer, or any other person or entity acting on behalf of the above-named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is per-formed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the

wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained

under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in, a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of … influencing in any way the action of such Administration … makes, utters or publishes any statement knowing the same to be false … shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96), 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: CDBG Howard Avenue Street Improvements

Contracting Agency: City of Los Alamitos

This is to certify that the principals and the authorized payroll officer, below, have read and received a copy of the Federal Labor Standard Provisions (HUD-4010) and a copy of the Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects, and that they understand the labor standards clauses pertaining to the above-listed project.

The following person is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance form that will accompany each weekly payroll report for the contractor listed below during the duration of this project:

Contactor Business Name	License Number
Payroll Officer Name (print)	Payroll Officer (signature)
Name of Person Authorized to Sign (print)	(Authorized Signature)
Title	Date

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALTY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF W/H EXEM	(3) WORK CLASSIFICATION	ST or OT	(4) DAY: S	M	T	W	TH	F	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED: THIS PROJECT	ALL PROJECTS	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS: FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOLIDAY	HEALTH & WELF.	PENSION	(9) NET WAGES PAID FOR WEEK	CHECK NO.
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOLIDAY	HEALTH & WELF.	PENSION		
				DATE																			
			O	HOURS WORKED EACH DAY											TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOLIDAY	HEALTH & WELF.	PENSION		
				DATE																			
			O	HOURS WORKED EACH DAY											TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOLIDAY	HEALTH & WELF.	PENSION		
				DATE																			
			O	HOURS WORKED EACH DAY											TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC./ HOLIDAY	HEALTH & WELF.	PENSION		

														TRAIN-ING	FUND ADMIN.	DUES	TRAV./ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																			

S = STRAIGHT TIME
O = OVERTIME

*OTHER Any other deductions, contributions, and/or payments, whether or not included or required by prevailing wage determinations, must be separately listed. Use extra sheet(s) if necessary.

CERTIFICATION **MUST** BE COMPLETED.

STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract; that all persons employed on said project for the above-referenced time period have been paid their full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person; and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person other than permissible deductions.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; and that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:
   (a) ☐ Specified in the applicable wage determination incorporated into the contract.
   (b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That fringe benefits as listed in the contract:
   (a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
   (b) ☐ Have been paid directly to the listed employee(s), except as noted below.
   (c) ☐ See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets the needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments to the employees as part of their weekly wage payments.

The contractor must **show on the face of his or her payroll all monies paid to the employees** whether as basic rates or as total hourly wage amounts in lieu of fringes. The contractor shall report in the statement of compliance that **he or she is paying to others** fringes required by the contract and not paid directly to the employees in lieu of fringes.

Detailed instructions follow:

Contractors required to pay Federal Wage Rates:

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the time required fro the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and one-half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight-time rate. To simplify computation of overtime, it is suggested that the straight-time basic rate and payment in lieu of fringes be separately stated in the hourly rate column, thus $14.56/5.11. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c) Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

PROJECT NUMBER: _____

Classification / Fringe Benefits Provided		Name, Address, and Telephone Number of Plan/Fund Program
1)		
Health and Welfare	$	
Pension	$	
Vacation	$	
Apprenticeship/Training	$	
2)		
Health and Welfare	$	
Pension	$	
Vacation	$	
Apprenticeship/Training	$	
3)		
Health and Welfare	$	
Pension	$	
Vacation	$	
Apprenticeship/Training	$	

OR: (Check if applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

_____ by _____

(Contractor/Subcontractor) (Signature)

_____ _____

(Date) (Title)

WORKERS' COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California 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 that I will comply with such provisions before commencing the performance of work on this contract.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE	HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 01/31/2010)

1. **FROM** (n*ame and address of requesting agency)*	2. **PROJECT NAME AND NUMBER** 3. **LOCATION OF PROJECT** (City, County and State)
4. **BRIEF DESCRIPTION OF PROJECT**	5. **CHARACTER OF CONSTRUCTION** ☐ **Building** ☐ **Residential** ☐ **Heavy** ☐ **Other (specify)** ☐ **Highway**

6. **WAGE DECISION NO.** (include modification number, if any) ☐ **COPY ATTACHED**	7. **WAGE DECISION EFFECTIVE DATE**

8. **WORK CLASSIFICATION(S)**	**HOURLY WAGE RATES**	
	BASIC WAGE	**FRINGE BENEFIT(S) (if any)**

9. **PRIME CONTRACTOR** (name, address)	10. **SUBCONTRACTOR/EMPLOYER, IF APPLICABLE** (name, address)

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.

☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ **Approved, meets all criteria. DOL confirmation requested.**

☐ **One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

FOR HUD USE ONLY
LR2000:

Agency Representative *(Typed name and signature)*	*Date* *Phone Number*	**Log in:** **Log out:**

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Report of Additional Classification and Wage Rate	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0011 (Exp. 01/31/2010)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request form the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example: New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 20 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, *and* a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3014, Washington, DC 20210.

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

"General Decision Number: CA20210024 02/12/2021

Superseded General Decision Number: CA20200024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/05/2021
3	02/12/2021

ASBE0005-002 07/06/2020

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings,		

coatings, and finishes to all
types of mechanical systems).....$ 45.39 23.74
Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....$ 28.92 18.73

ASBE0005-004 07/01/2019

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 20.63 12.17
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* BRCA0004-010 05/01/2020

Rates Fringes

BRICKLAYER; MARBLE SETTER.....$ 41.39 18.95

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2019

Rates Fringes

MARBLE FINISHER.....$ 33.43 14.11
TILE FINISHER.....$ 28.23 12.65
TILE LAYER.....$ 40.07 18.36

BRCA0018-010 09/01/2020

Rates Fringes

TERRAZZO FINISHER.....$ 33.66 14.20
TERRAZZO WORKER/SETTER.....$ 41.60 14.73

CARP0409-001 07/01/2018

Rates Fringes

CARPENTER
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....$ 41.84 19.17
(2) Millwright.....$ 42.91 19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....$ 42.54 19.17
(4) Pneumatic Nailer, Power Stapler.....$ 40.09 19.17
(5) Sawfiler.....$ 39.83 19.17
(6) Scaffold Builder.....$ 31.60 19.17
(7) Table Power Saw Operator.....$ 40.93 19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 37.35	11.08
STOCKER/SCRAPPER	$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer	$ 17.00	7.41

ELEC0011-002 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 41.52	3%+14.33
Technician	$ 33.30	3%+27.82

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice,

sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0441-001 08/31/2020

	Rates	Fringes
CABLE SPLICER	$ 50.11	21.95
ELECTRICIAN	$ 47.91	21.89

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* ELEC0441-003 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer	$ 39.07	15.38
Technician	$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems

Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 08/31/2020

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic Splicer	$ 48.51	21.91
Electrician	$ 47.91	21.89
Technician	$ 35.93	21.53

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveilance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.
Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with

pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.
Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary toinstall the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and comnmunication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 47.24	19.59
(3) Groundman	$ 36.12	19.19
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC	$ 59.32	35.825+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 48.25	27.20
GROUP 2	$ 49.03	27.20
GROUP 3	$ 49.32	27.20
GROUP 4	$ 50.81	27.20
GROUP 5	$ 48.96	25.25
GROUP 6	$ 51.03	27.20
GROUP 8	$ 51.14	27.20
GROUP 9	$ 49.29	25.25
GROUP 10	$ 51.26	27.20
GROUP 11	$ 49.41	25.25
GROUP 12	$ 51.43	27.20
GROUP 13	$ 51.53	27.20
GROUP 14	$ 51.56	27.20
GROUP 15	$ 51.64	27.20
GROUP 16	$ 51.76	27.20
GROUP 17	$ 51.93	27.20
GROUP 18	$ 52.03	27.20
GROUP 19	$ 52.14	27.20
GROUP 20	$ 52.26	27.20
GROUP 21	$ 52.43	27.20
GROUP 22	$ 52.53	27.20
GROUP 23	$ 52.64	27.20
GROUP 24	$ 52.76	27.20
GROUP 25	$ 52.93	27.20
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 49.60	27.20
GROUP 2	$ 50.38	27.20
GROUP 3	$ 50.67	27.20
GROUP 4	$ 50.81	27.20
GROUP 5	$ 51.03	27.20
GROUP 6	$ 51.14	27.20
GROUP 7	$ 51.26	27.20
GROUP 8	$ 51.43	27.20
GROUP 9	$ 51.60	27.20
GROUP 10	$ 52.60	27.20
GROUP 11	$ 53.60	27.20
GROUP 12	$ 54.60	27.20
GROUP 13	$ 55.60	27.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 50.10	27.20
GROUP 2	$ 50.88	27.20
GROUP 3	$ 51.17	27.20
GROUP 4	$ 51.31	27.20
GROUP 5	$ 51.53	27.20
GROUP 6	$ 51.64	27.20
GROUP 7	$ 51.76	27.20

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types -

drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt

loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of

T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 56.40	30.00
(2) Dredge dozer	$ 50.43	30.00
(3) Deckmate	$ 50.32	30.00
(4) Winch operator (stern winch on dredge)	$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 49.23	30.00
(6) Barge Mate	$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 03/01/2020

	Rates	Fringes
Asbestos Removal Laborer	$ 36.13	20.33

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 45.05	19.62
GROUP 2	$ 44.10	19.62
GROUP 3	$ 40.56	19.62

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar

type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0652-001 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 42.54	21.04
GROUP 2	$ 42.86	21.04
GROUP 3	$ 43.32	21.04
GROUP 4	$ 44.01	21.04
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as

walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0652-003 07/01/2020

	Rates	Fringes
Brick Tender	$ 34.00	19.77

LABO1184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 37.85	15.99
(2) Vehicle Operator/Hauler	$ 38.02	15.99
(3) Horizontal Directional Drill Operator	$ 39.87	15.99
(4) Electronic Tracking Locator	$ 41.87	15.99
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 39.06	19.01

GROUP 2.....$ 40.36 19.01
GROUP 3.....$ 42.37 19.01
GROUP 4.....$ 44.11 19.01

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 36.03	21.01
PLASTER TENDER	$ 38.58	21.01

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San		

Diego County).....$ 29.59 17.12
(2) All Other Work.....$ 33.12 17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2020

Rates Fringes

DRYWALL FINISHER/TAPER.....$ 43.18 20.92

PAIN0036-015 01/01/2020

Rates Fringes

GLAZIER.....$ 43.45 23.39

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2020

Rates Fringes

SOFT FLOOR LAYER.....$ 37.55 13.78

PLAS0200-009 08/07/2019

Rates Fringes

PLASTERER.....$ 43.73 16.03

PLAS0500-002 07/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 38.50 25.91

PLUM0016-001 09/01/2020

Rates Fringes

PLUMBER/PIPEFITTER
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of

floor space.....$ 50.70 23.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....$ 38.73 22.06
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....$ 52.28 24.71

PLUM0345-001 09/01/2020

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 35.30	24.10
Sewer & Storm Drain Work	$ 39.39	21.48

ROOF0036-002 09/15/2020

	Rates	Fringes
ROOFER	$ 40.77	18.22

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-008 01/01/2021

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	$ 39.83	26.23

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* SFCA0709-003 01/01/2021

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 48.71	29.15

SHEE0105-003 01/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	$ 48.28	29.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	$ 48.28	29.46

TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	$ 32.59	30.59
GROUP 2.....	$ 32.74	30.59
GROUP 3.....	$ 32.87	30.59
GROUP 4.....	$ 33.06	30.59
GROUP 5.....	$ 33.09	30.59
GROUP 6.....	$ 33.12	30.59
GROUP 7.....	$ 33.37	30.59
GROUP 8.....	$ 33.62	30.59
GROUP 9.....	$ 33.82	30.59
GROUP 10.....	$ 34.12	30.59
GROUP 11.....	$ 34.62	30.59
GROUP 12.....	$ 35.05	30.59

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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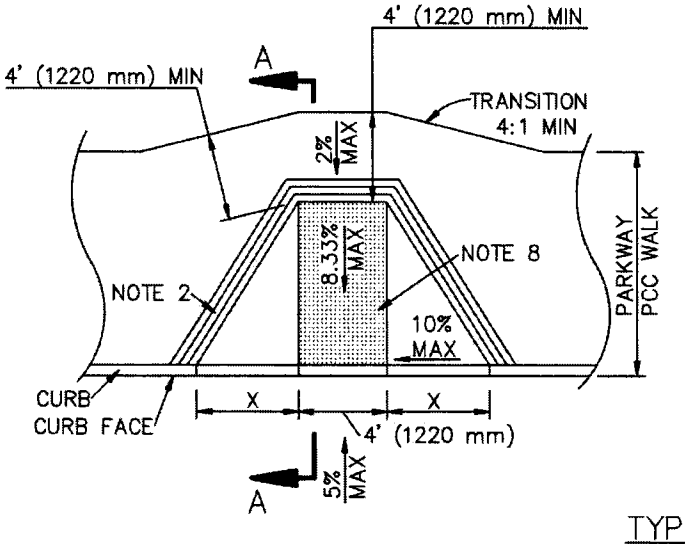
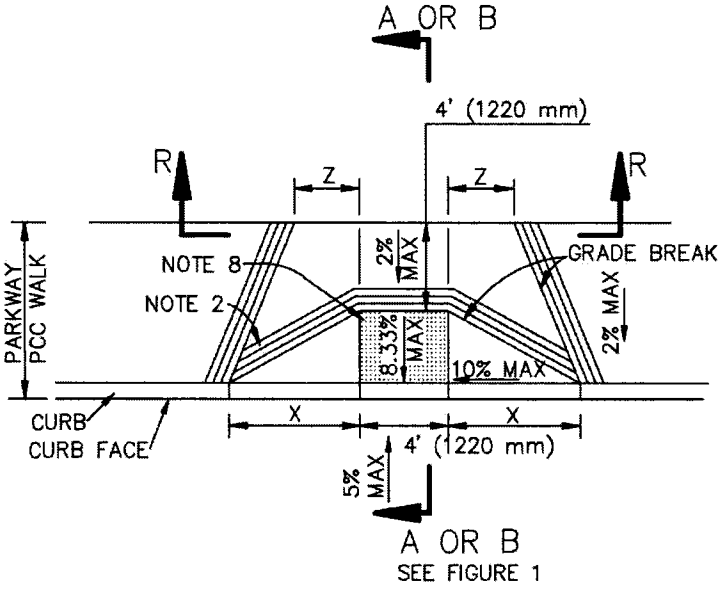
END OF GENERAL DECISION"

APPENDIX
Standard Plans



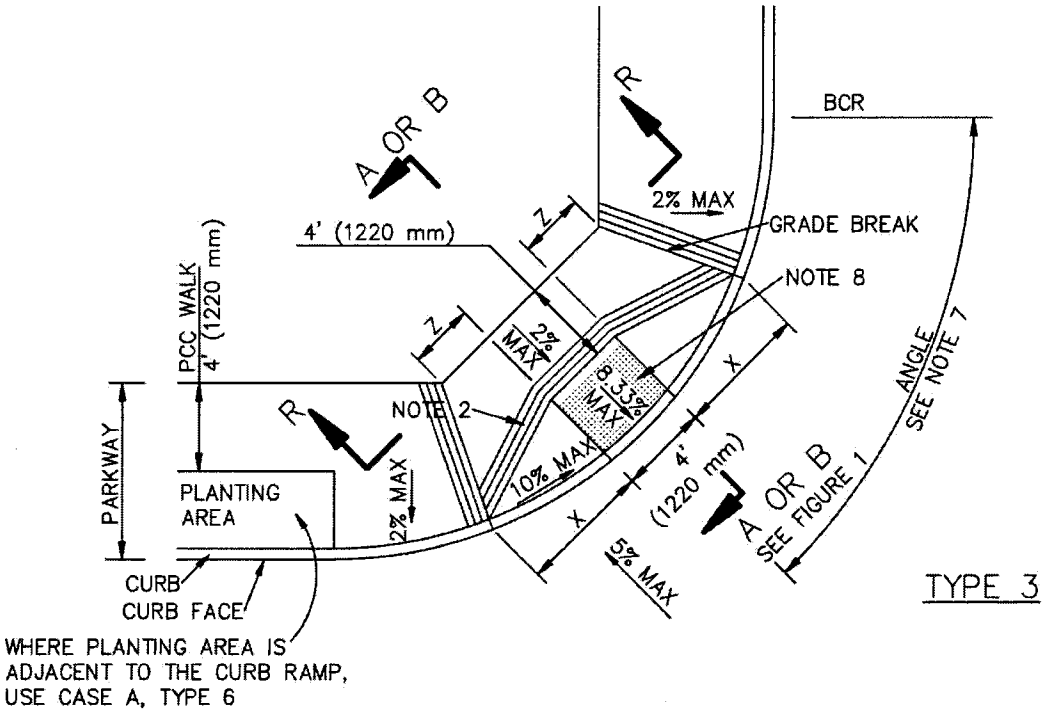
TYPE 1



TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.



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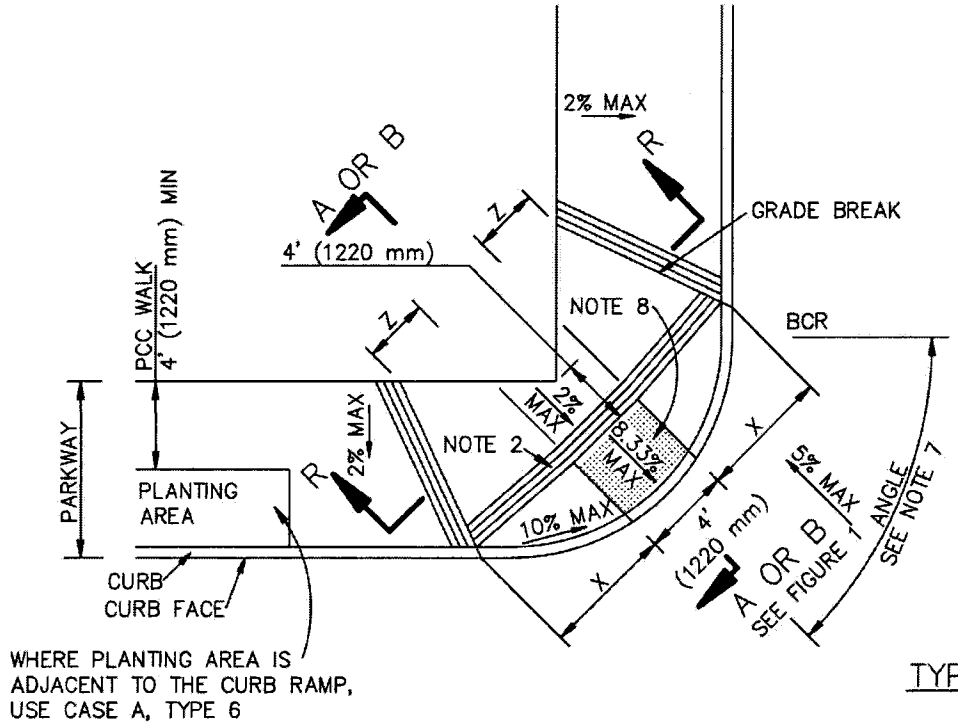
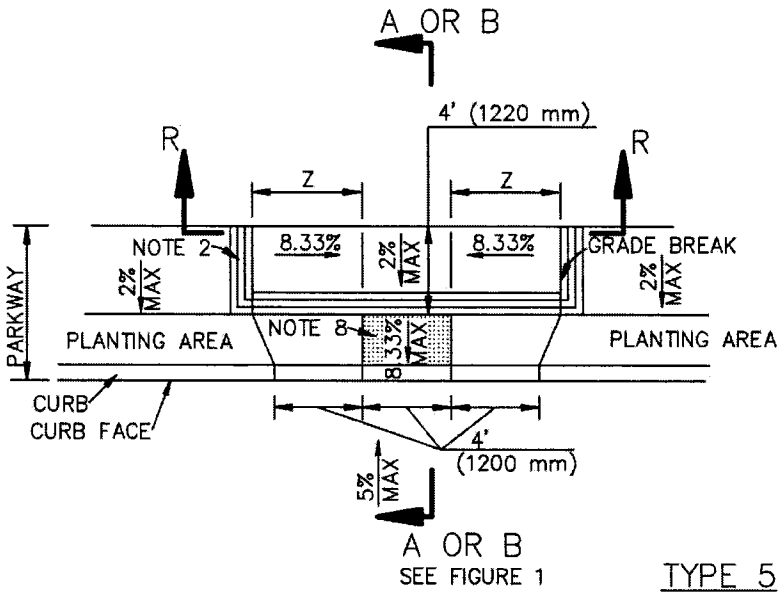


TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 2 OF 10



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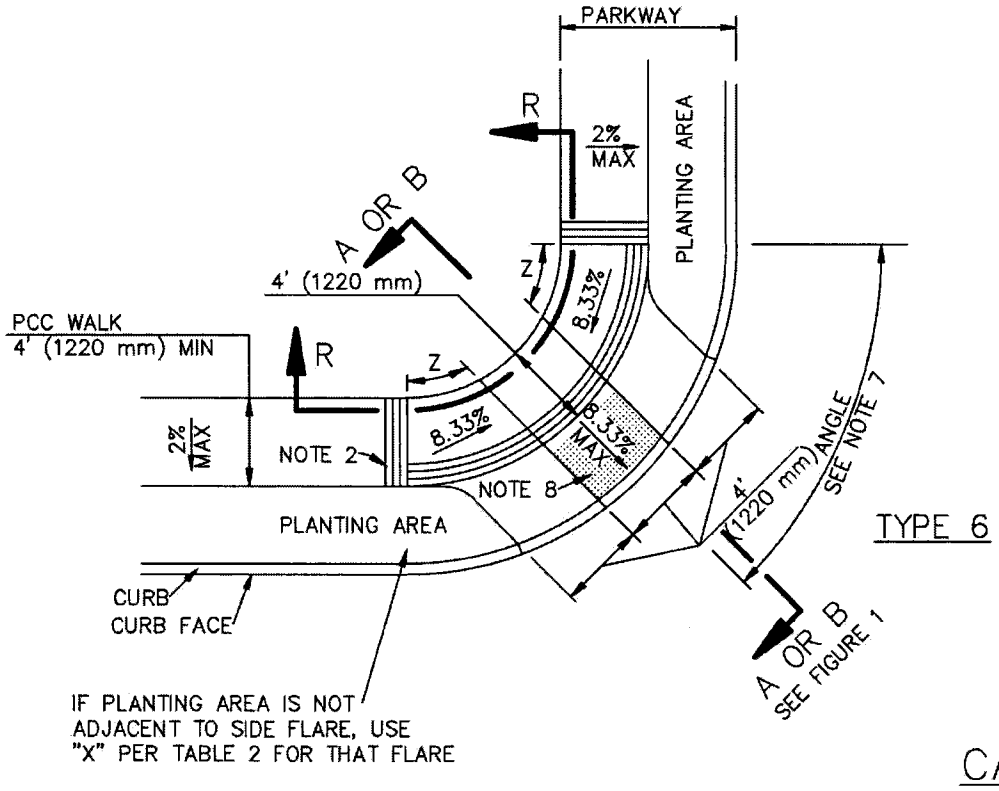
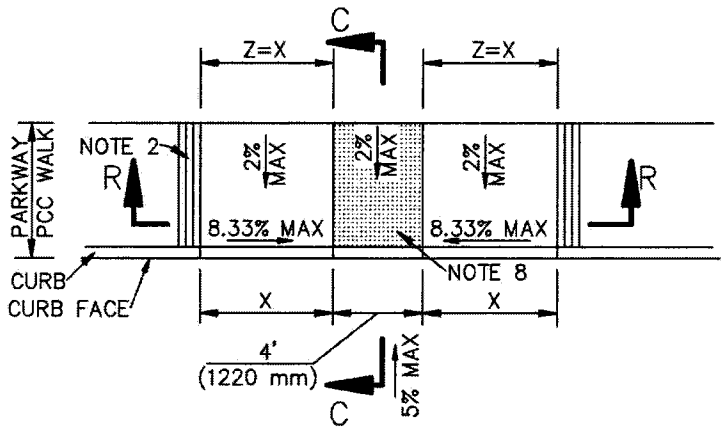


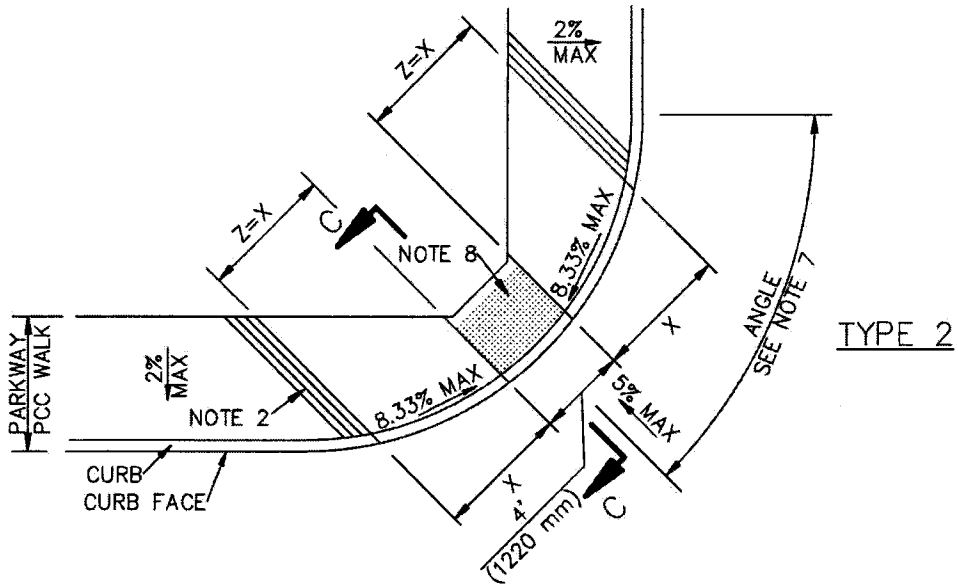
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 3 OF 10



TYPE 1

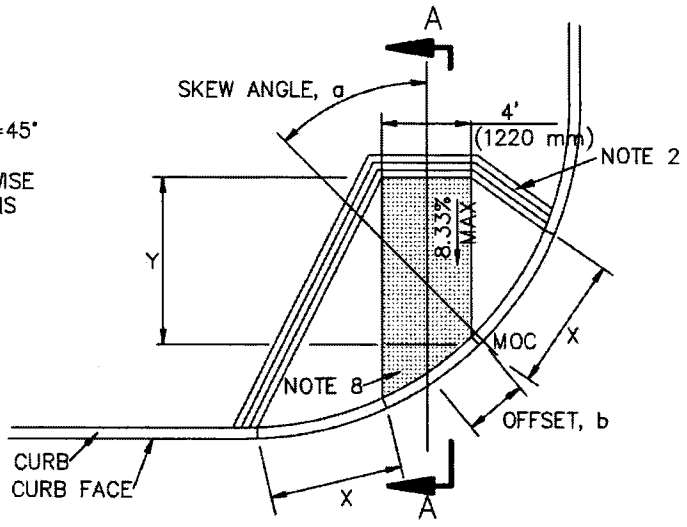


TYPE 2

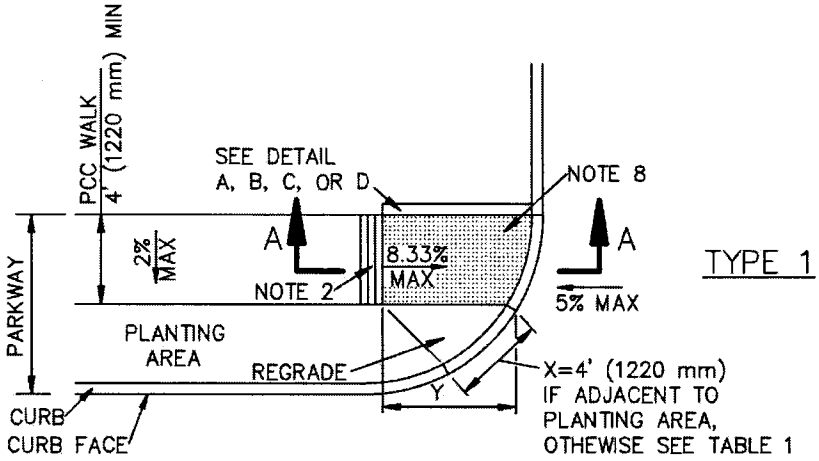
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 4 OF 10

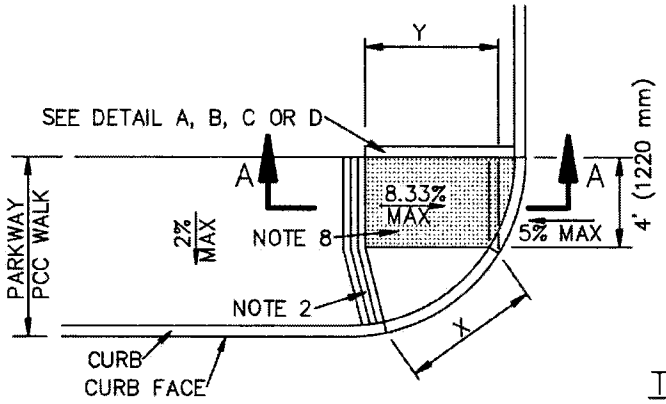
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



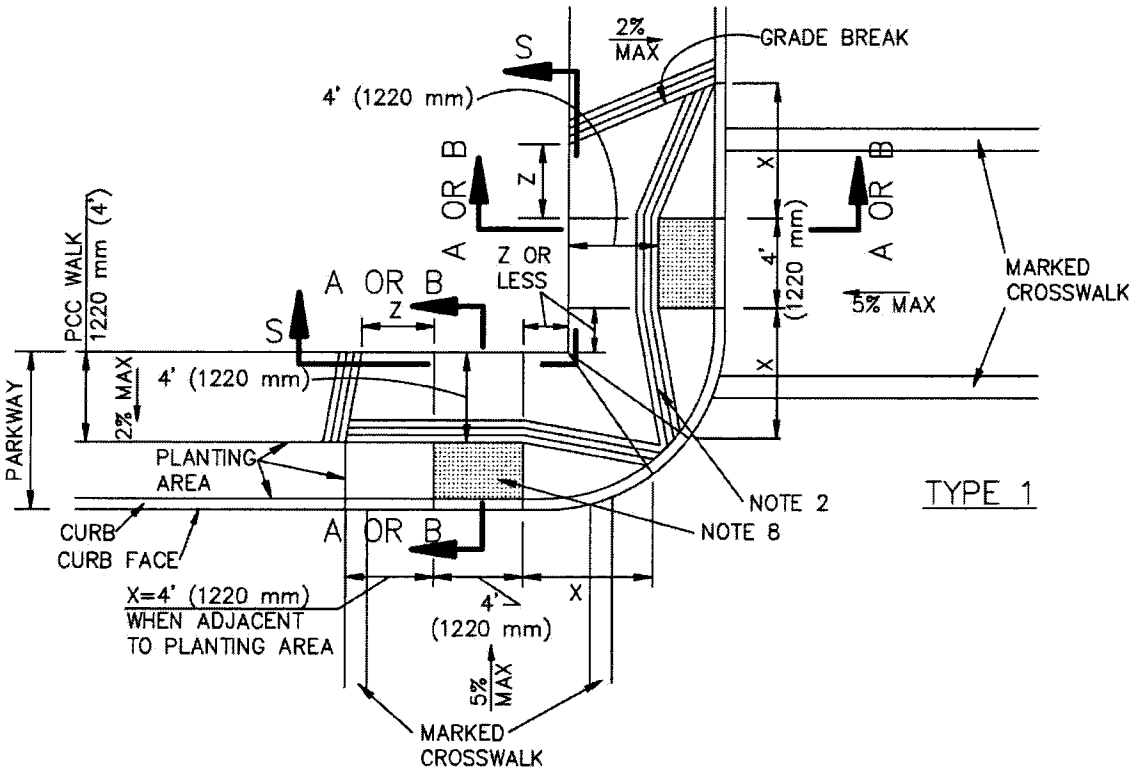
TYPE 1

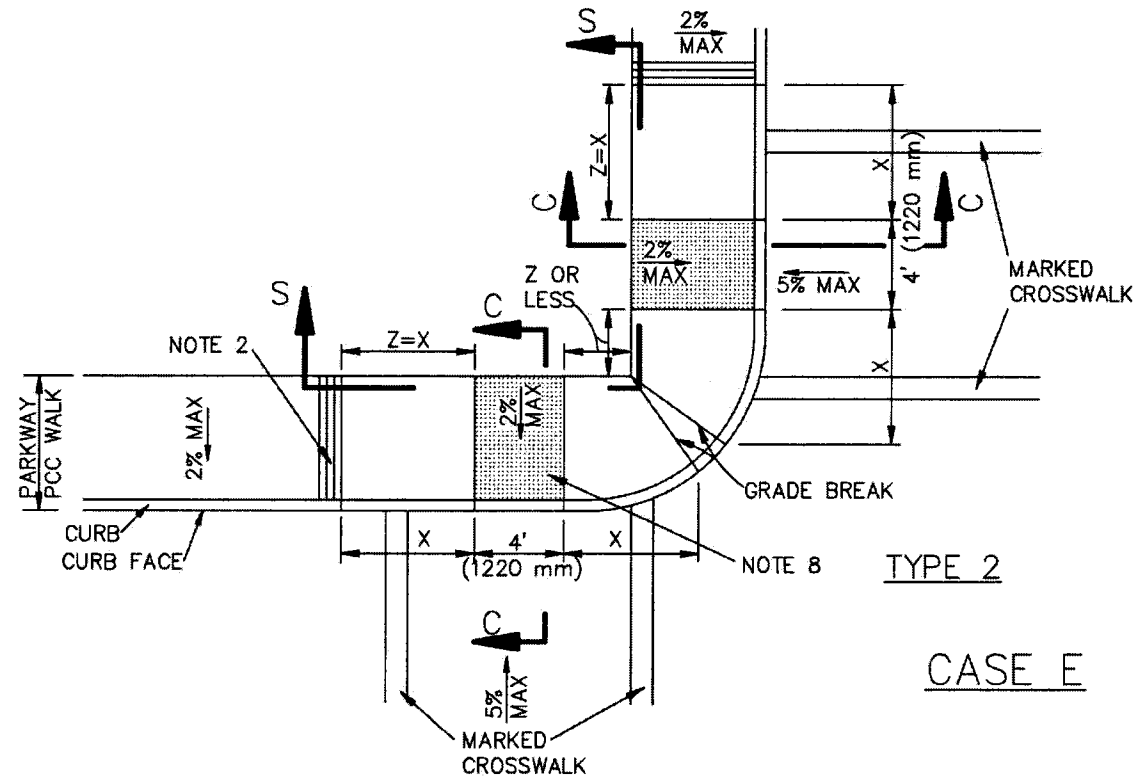


TYPE 2

CASE D

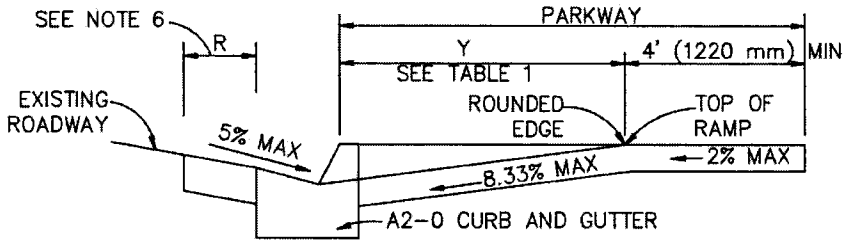
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 5 OF 10





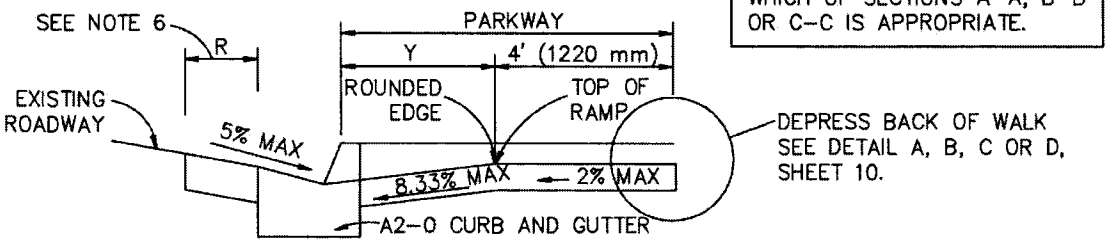
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 6 OF 10

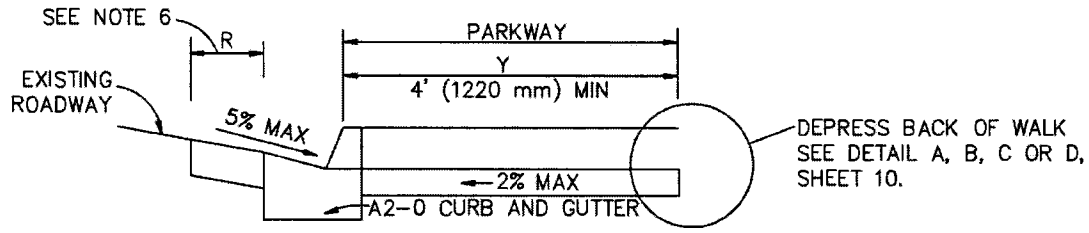


SECTION A–A

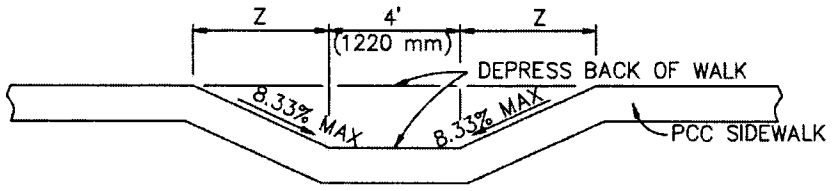
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



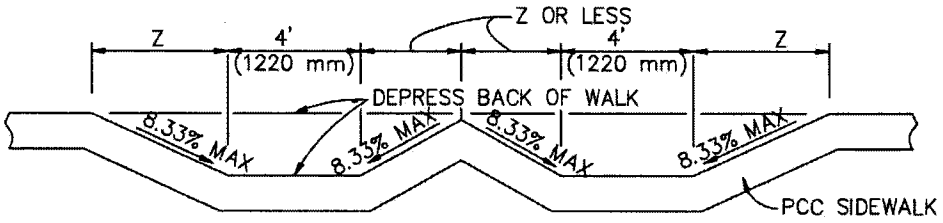
SECTION B–B



SECTION C–C



SECTION R–R



SECTION S–S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 7 OF 10

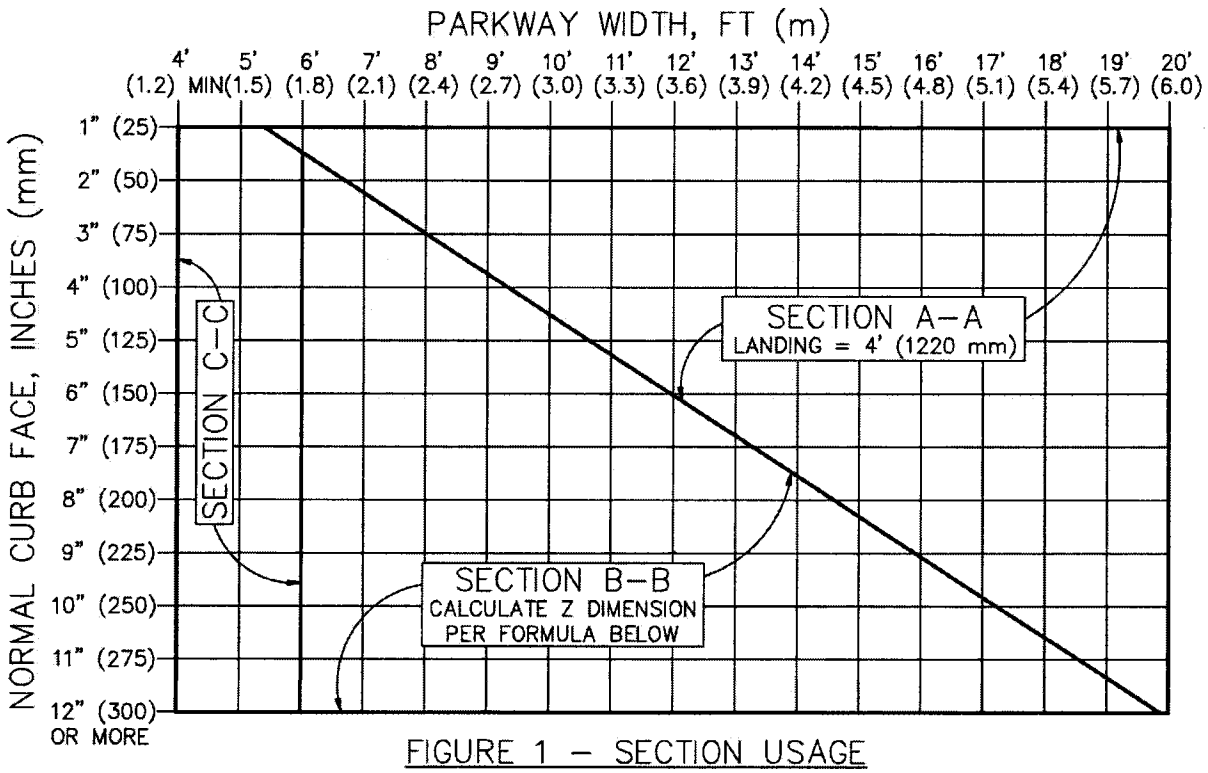


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

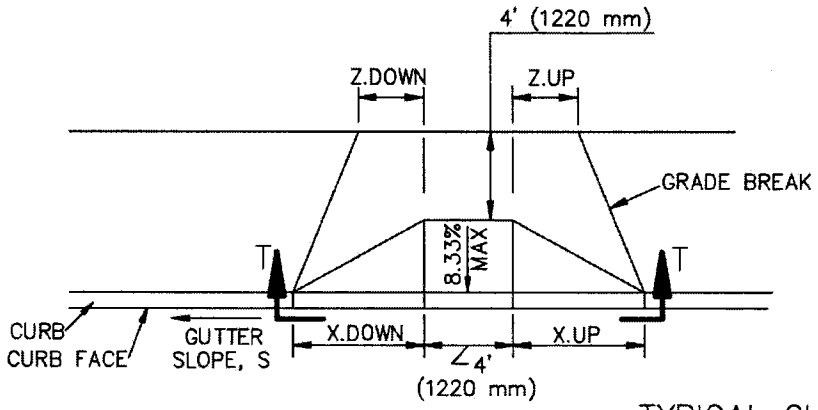
TABLE 1 – X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

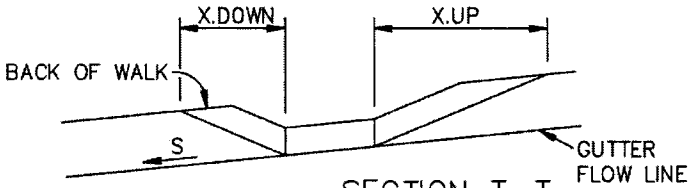
WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

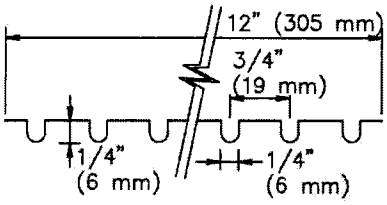
FOR EXAMPLE, X.DOWN = X x K.DOWN

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

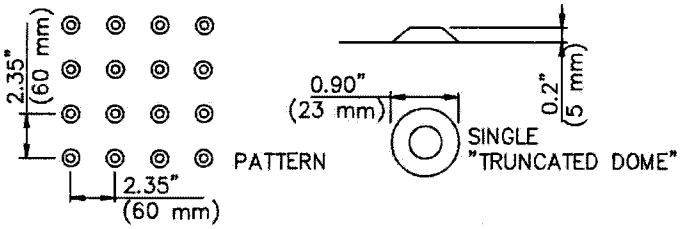
TABLE 2 – SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

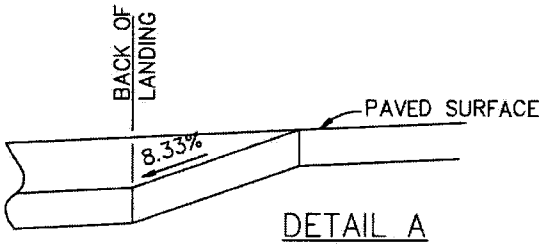
STREET SLOPE ADJUSTMENTS



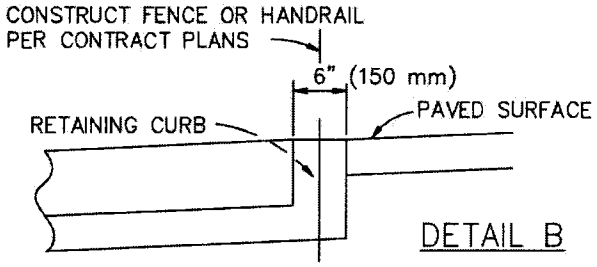
GROOVING DETAIL



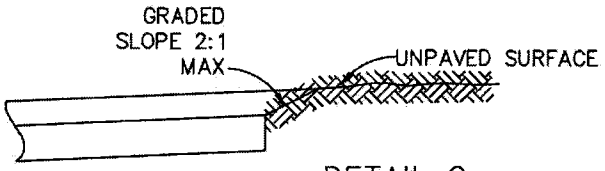
DETECTABLE WARNING DETAIL



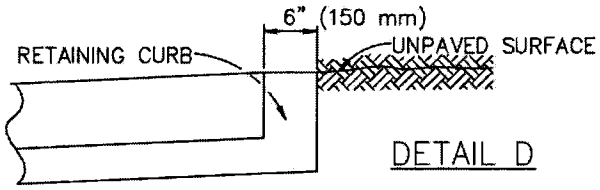
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

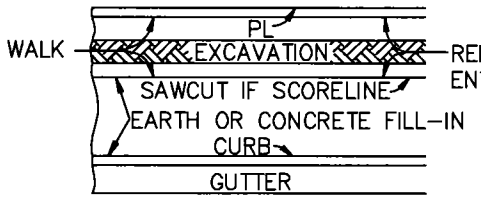
1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10

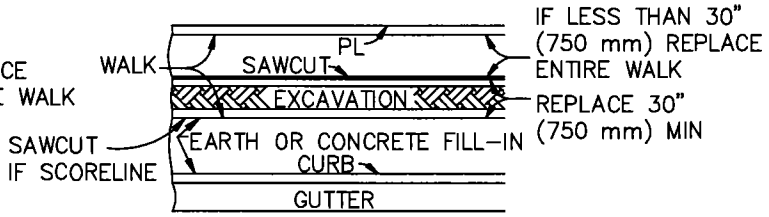
WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

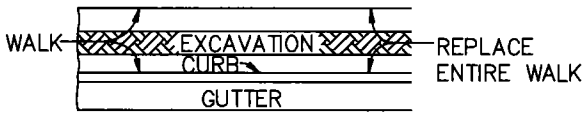


WALK 5' (1500 mm) WIDE OR MORE

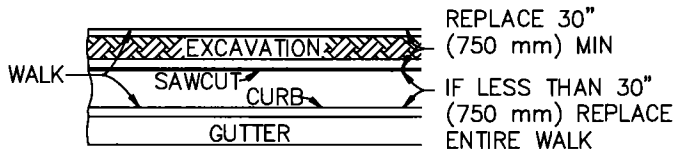


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

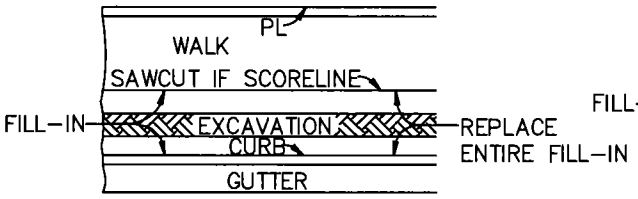


WALK 5' (1500 mm) WIDE OR MORE

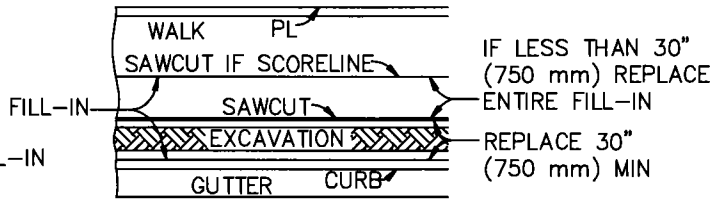


FILL–IN REPLACEMENT

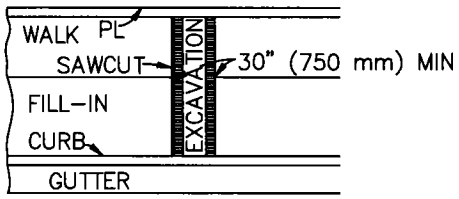
FILL–IN LESS THAN 5' (1500 mm) WIDE



FILL–IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

NOTES

1. CONCRETE WALK, FILL–IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

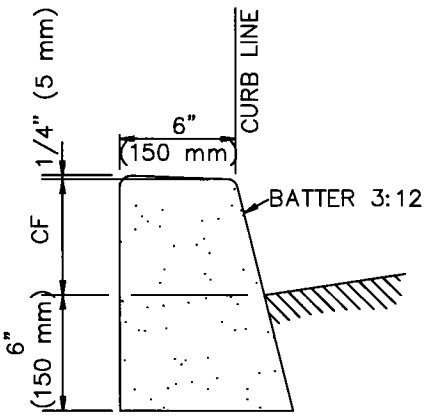
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

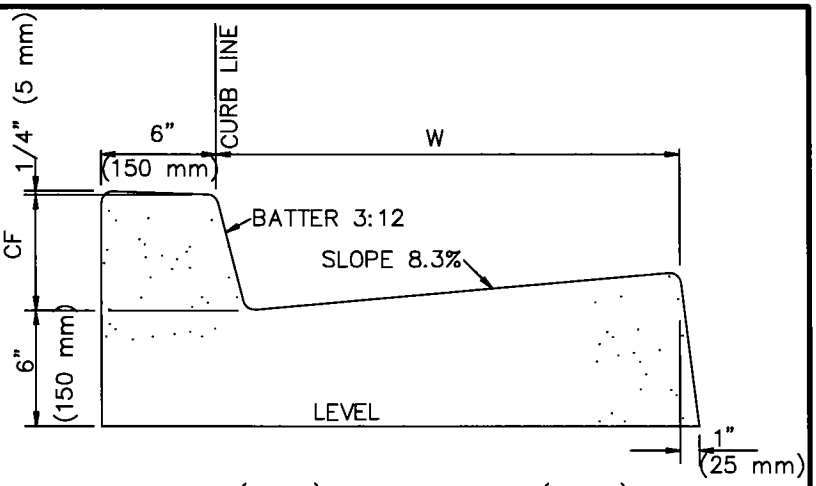
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.



A1–6(150) AND A1–8(200)



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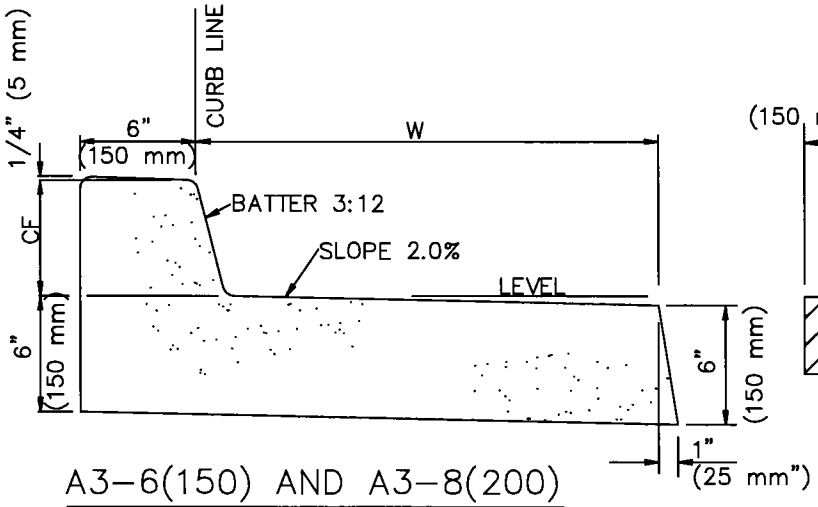

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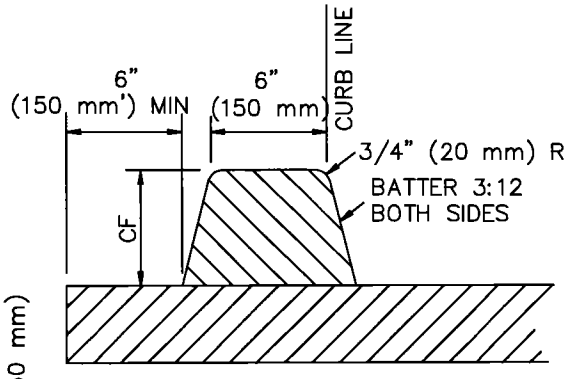
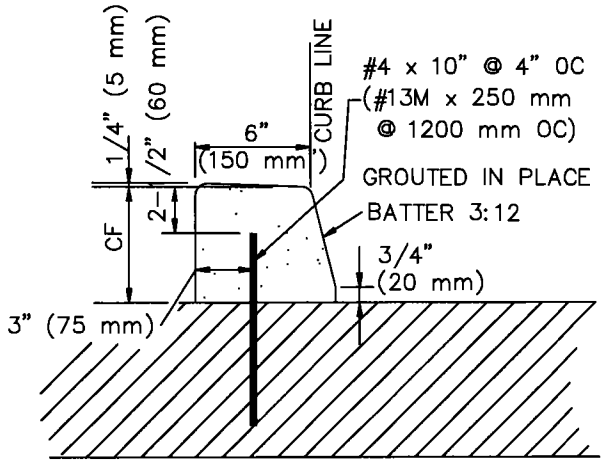


D1–6(150) AND D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 120–2

SHEET 1 OF 1

UTILITY CONTACTS:

CENCO REFINING CO.	(562) 944-6111
ORANGE COUNTY SANITATION DIST.	(714) 962-2411
PACIFIC BELL	(714) 666-5716
ROOSMOOR/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
AC	ASPHALT CONCRETE
ANG	ANGLE
AP	ANGLE POINT
ASPH	ASPHALT
BEG	BEGIN
BW	BACK OF WALK
CAB	CRUSHED AGGREGATE BASE
C/L	CENTER LINE
C&G	CURB & GUTTER
CLR	CLEAR
CONST	CONSTRUCT
D/W	DRIVEWAY
ESMT	EASEMENT
EP	EDGE OF PAVEMENT
EL	ELEVATION
EX\EXIST	EXISTING
FF	FINISHED FLOOR
FO	FIBER OPTIC CABLE
FS	FINISHED SURFACE
FL	FLOW LINE
H	HEIGHT
HMA	HOT MIX ASPHALT
HP	HINGE POINT
INV	INVERT
JPCP	JOINTED PLAIN CONCRETE PAVEMENT
L	LENGTH
LF	LINEAR FOOT
LOL	LAYOUT LINE
MAX	MAXIMUM
MBGR	METAL BEAM GUARD RAILING
MIN	MINIMUM
MSE	MECHANICALLY STABILIZED EARTH
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NW	NORTHWEST
O.C.	ON CENTER, OWNERS CONDUIT
OG	ORIGINAL GROUND
PCC	PORTLAND CEMENT CONCRETE/ POINT OF COMPOUND CURVATURE
P/L	PROPERTY LINE
PROP	PROPOSED
PVI	POINT OF VERTICAL INFLECTION
RW	RECLAIMED WATER
S	SANITARY SEWER
SCE	SOUTHERN CALIFORNIA EDISON
SE	SOUTHEAST
SF	SQUARE FOOT
SD	STORM DRAIN
SMH	SEWER MANHOLE
STA	STATION
STD	STANDARD
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
TBD	TO BE DETERMINED
TC	TOP OF CURB
TD	TOP OF DITCH
TF	TOP OF FOOTING
TLP	TOP OF LEVELING PAD
TRANS	TRANSITION
TW	TOP OF WALL
TYP	TYPICAL
UGU	UNDERGROUND UTILITIES
VAR	VARIES
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

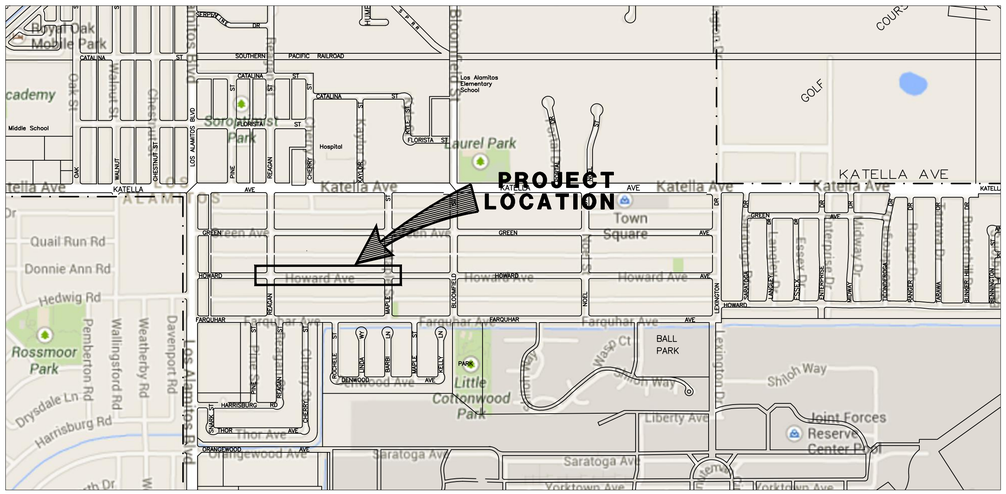
CITY OF LOS ALAMITOS

DEVELOPMENT SERVICES DEPARTMENT

CDBG HOWARD AVENUE STREET IMPROVEMENTS

HOWARD AVENUE FROM REAGAN STREET TO MAPLE STREET

CIP 20/21-02



VICINITY MAP

SCALE : N.T.S.

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2	HOWARD AVENUE STREET IMPROVEMENT PLAN

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPPWC STANDARD PLANS, 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.

SIGNING AND STRIPING GENERAL NOTES:

1. SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
2. ALL STRIPING AND MARKINGS SHALL BE INSTALLED AND REMOVED BY THE CONTRACTOR.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
4. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
5. ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC.
6. CURB MARKINGS SHALL BE PAINT, TWO (2) COATS.
7. NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
8. ALL SIGNS ARE EXISTING UNLESS OTHERWISE NOTED.
9. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
10. CONTRACTOR SHALL USE CITY PROVIDED STENCILS FOR ALL "STOP" PAVEMENT MARKINGS.

BID PLAN SET
2.17.2021

FILE: U:\110184\Los Al CBDG\Howard Ave\900-PS&E\901-Plans\p4-01 TITLE.dwg
USER: AEscobar
DATE: Feb 17, 2021 - 4:36pm

811 Know what's below. Call before you dig.

REVISIONS

NUMBER	DATE	INITIALS	

REFERENCES

APPV'D

REGISTERED PROFESSIONAL ENGINEER FREDRICK E. WICKMAN NO. 47979 CIVIL STATE OF CALIFORNIA

WILLDAN Engineering
2401 East Katella Ave, Suite 450, Anaheim, California 92806
714/978-8200 fax 714/978-8299

		DATE
DRAWN BY	AE	2/17/2021
CHECKED BY	FW	2/17/2021
DESIGNED BY	FW	2/17/2021

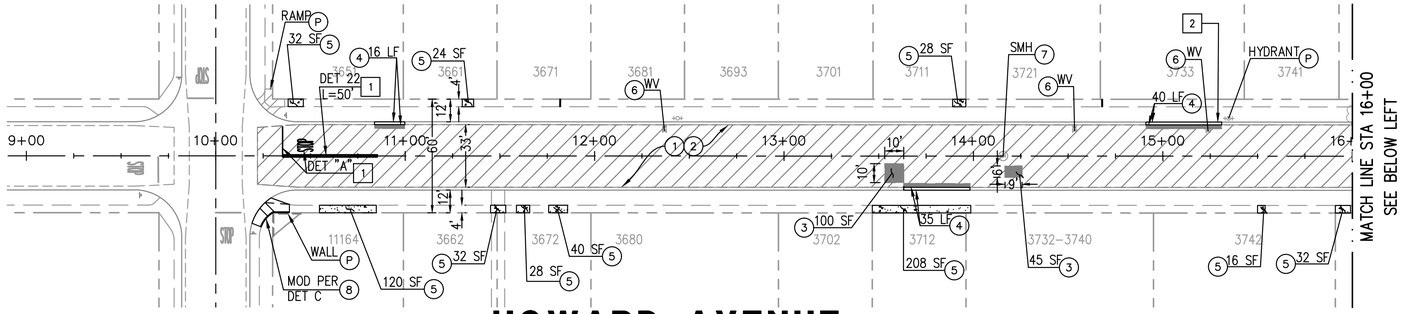
APPROVED _____ City Engineer — 2/17/2021 Date

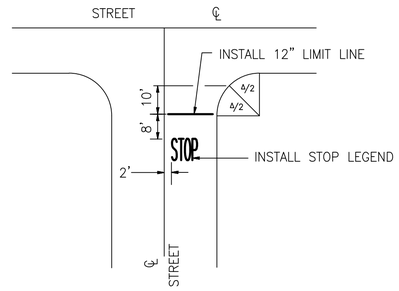
CITY OF LOS ALAMITOS

CBDG HOWARD AVENUE STREET IMPROVEMENTS

TITLE SHEET

SHEET 1 OF 2





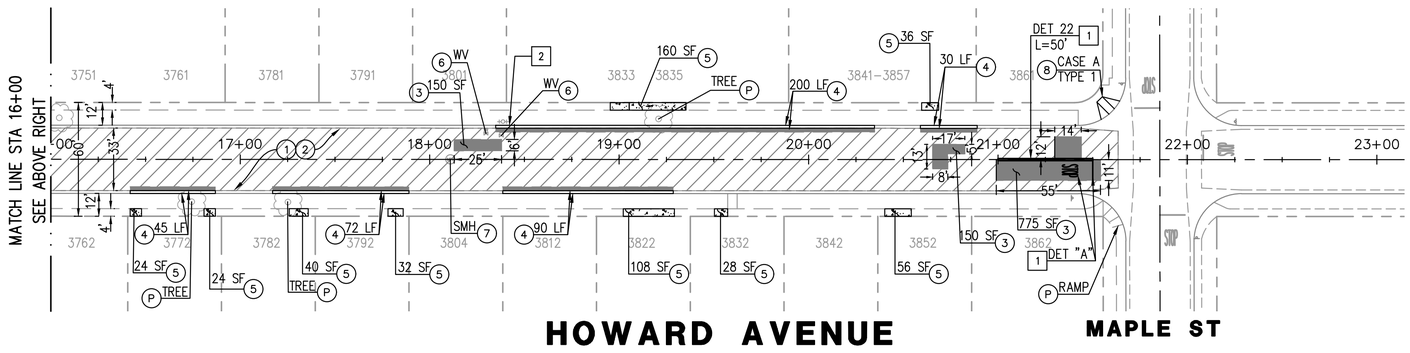
STOP BAR AND LEGEND DETAIL
DETAIL "A"
N.T.S.

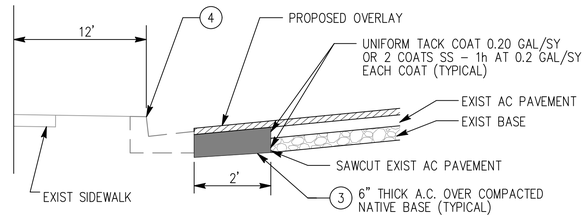
CONSTRUCTION NOTES:

1. COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM
2. CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
3. REMOVE FULL DEPTH AC PAVEMENT AND CONSTRUCT 6-INCH FULL DEPTH ASPHALT CONCRETE
4. REMOVE AND CONSTRUCT A2-6 CURB AND GUTTER PER SPPWC STD PLAN 120-2
5. REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
6. ADJUST VALVE TO GRADE
7. ADJUST MANHOLE COVER TO GRADE
8. CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN
- (P) PROTECT IN PLACE
- (R) REMOVE

LEGEND

- REMOVE AND CONSTRUCT 6-INCH THICK AC PAVEMENT
- COLD MILL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK

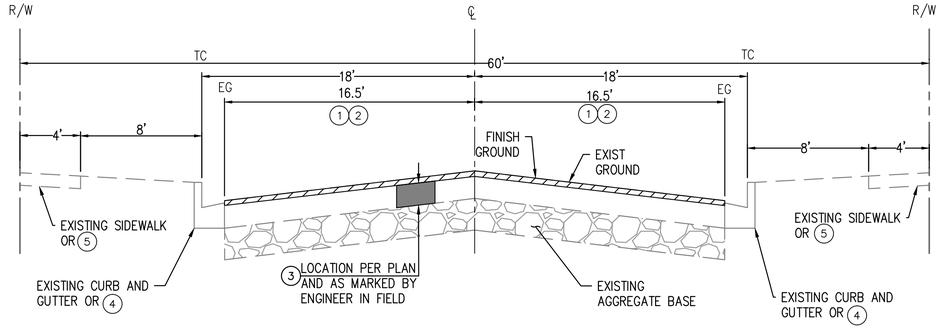




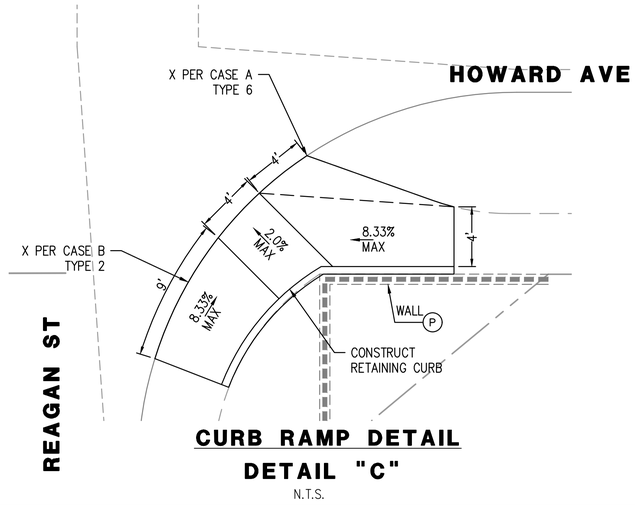
STRIPING CONSTRUCTION NOTES:

1. INSTALL STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
2. PAINT 15' RED CURB ON EACH SIDE OF FIRE HYDRANT ON NEW CURB.

CURB AND GUTTER REPLACEMENT
DETAIL "B"
N.T.S.



TYPICAL SECTION
HOWARD AVE
N.T.S.



CURB RAMP DETAIL
DETAIL "C"
N.T.S.

BID PLAN SET
2.17.2021

HORIZ 1"= 40' SCALE 40 20 0 40 80 FEET

Know what's below. Call before you dig.

REVISIONS				REFERENCES
NUMBER	DATE	INITIALS		APPV'D

REGISTERED PROFESSIONAL ENGINEER
FREDRICK E. WICKMAN
NO. 47979
CIVIL
STATE OF CALIFORNIA

WILLDAN Engineering
2401 East Katella Ave, Suite 450, Anaheim, California 92806
714/978-8200 fax 714/978-8299

		DATE
DRAWN BY	AE	2/17/2021
CHECKED BY	FW	2/17/2021
DESIGNED BY	FW	2/17/2021
APPROVED _____ City Engineer		2/17/2021 Date

CITY OF LOS ALAMITOS

CBDG HOWARD AVENUE STREET IMPROVEMENTS

SHEET 2 OF 2

USER: AEscobar
DATE: Feb 17, 2021 - 4:36pm
FILE: U:\11018\4-Los Al CBDG\Howard Ave\900-PS&E\901-Plans\PL-ROAD-01.dwg

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 10O**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**
Chris Kelley, City Engineer

Subject: **Resolution 2021-08 – Approving the Fiscal Year 2021-22 Project List for SB-1 Funds in the estimated amount of $229,083 toward the Woodcrest and College Park North Street Rehabilitation Project**

SUMMARY

This item recommends use of available State funding for road improvements for the Woodcrest Neighborhood and a portion of the College Park North Neighborhood Street Rehabilitation projects in the estimated amount of $229,083.

RECOMMENDATIONS

1. Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,

2. Adopt Resolution No. 2021-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT."

BACKGROUND

On April 28, 2017, the Governor signed into law Senate Bill 1 (SB-1), the Road Repair and Accountability Act. This act establishes the Roadway Maintenance and Rehabilitation Account (RMRA) and provides for an additional $52.5 billion statewide over the next decade to improve California's pavement and transportation infrastructure. Funding is generated from an increase in gasoline and diesel fuel taxes, as well as an increase in

vehicle registration fees and the initiation of a flat fee for electric vehicles. Below is the basic framework and timelines for implementation of these revenue sources:

November 2017

- Gasoline excise tax – 12 cent increase (30 cents total)
- Diesel excise tax – 20 cent increase (36 cents total)
- Diesel sales tax – 4 percent increase (5.75% total)
-

January 2018

- New "Transportation Improvement Fee" applied to vehicle registration fee based on value ($25 to $175 per vehicle)
-

July 2020

- New $100 zero-emission vehicle fee applied to vehicle registration fee

RMRA local streets and roads allocations must be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, "including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project
- Match requirement to obtain state or federal funds for eligible projects.

DISCUSSION

The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB1) provides funding for the maintenance and repair of local streets and roads thrugh a Road Maintenance and Rehabiliation Acccount (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City's amended Capital Improvement budget to include the project to receive RMRA funding.

Staff recommends the use of the RMRA funding for road improvements for the Woodcrest Neighborhood and a portion of the College Park North Neighborhood Street Rehabilitation projects in the estimated amount of $229,083.

The project includes the streets in the following neighborhoods:

Woodcrest Neighborhood:
- Del Norte Way
- El Dorado Way
- San Joaquin Way

College Park North Neighborhood:
- Toland Avenue

Environmental Review

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT

Since the start of the program SB-1 program in 2017, the City has received the following amounts in each year:

2017-18: $68,785 (was approximately 4 months for first year)
2018-19: $217,546
2019-20: $186,623
2020-21: $186,984

Fiscal Year 2021-22 Estimated Revenues and Capital Improvement Project Adopted Budget includes SB 1 expenditures and revenues estimated at $229,083. The estimated useful life of the project is 15-20 years.

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. *Resolution No. 2021-08*
2. *RMRA Project List (FY 2021-22)*

RESOLUTION NO. 2021-08

A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

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

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

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

WHEREAS, the City of Los Alamitos, will receive an estimated $229,083 in RMRA funding in Fiscal Year 2021-22 from SB 1, and;

WHEREAS, this is the fifth year in which the City/County is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1, and ;

WHEREAS, the City of Los Alamitos has undergone a robust public process to ensure public input into our community's transportation priorities/the project list, and;

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

WHEREAS, the funding from SB 1 will help the City of Los Alamitos maintain, rehabilitate and resurface residential roadways and add active transportation infrastructure throughout the City of Los Alamitos this year and hundreds of similar projects into the future, and;

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Los Alamitos' streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition, and;

WHEREAS, the average motorist pays more than $700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly $300 per household, and;

WHEREAS, without revenue from SB 1, the City of Los Alamitos, would have otherwise been delaying projects throughout the community, and;

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community, and;

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network, and;

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies, and;

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce, and;

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death, and;

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle

emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals, and;

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

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City of Los Alamitos adopts the following list of projects planned to be funded in fiscal year 2021-22 with Road Maintenance and Rehabilitation Account revenues:

Project Title: Woodcrest and College Park North Neighborhood Street Improvement Project FY 21-21

Project Summary: Street Rehabilitation Project consisting of grind and overlay

Project Description: Grind and overlay asphalt or slurry seal in the Woodcrest and College Park North Neighborhoods, which includes Del Norte Way, El Dorado Way, San Joaquin Way and Toland Avenue. The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), or removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB) or Joint Plain Cement Concrete (JPCP). Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Project Location: Woodcrest and College Park North Neighborhoods, which includes Del Norte Way, El Dorado Way, San Joaquin Way and Toland Avenue

Estimated Project Schedule: Preconstruction (Start 07/2021, End 12/2021) Construction (Start 03/2022 – End 06/2022) based on the component being funded with RMRA funds

Estimated Project Useful Life: 15-20 years

PASSED, APPROVED, AND ADOPTED this 17th day of May, 2021.

_____

Mark 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, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 17th of May, 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

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

_____
Windmera Quintanar, MMC, City Clerk

RMRA Prject List (FY 2021-22)

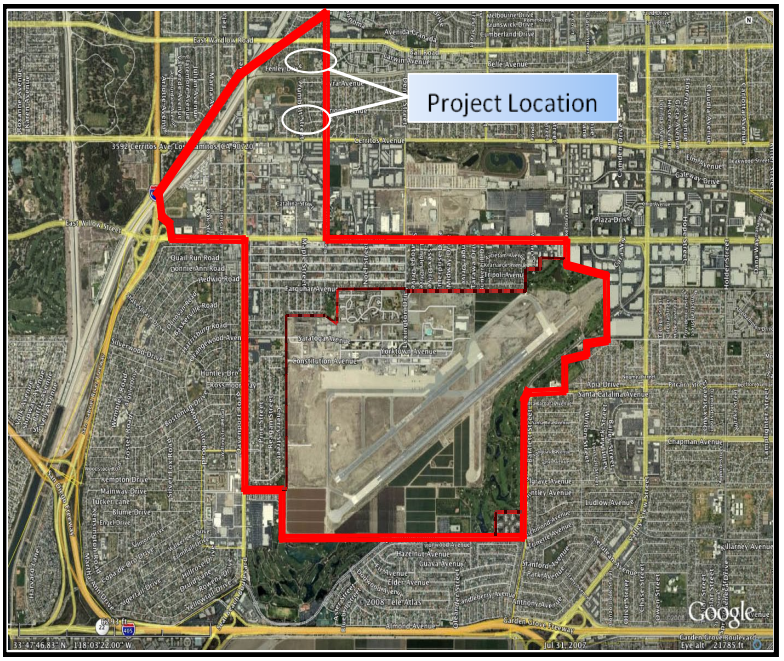
Woodcrest and College Park North Neighborhoods Street Rehabilitation

Project Description:

Grind and overlay asphalt or slurry seal in the Woodcrest and College Park North Neighborhoods, which includes Del Norte Way, El Dorado Way, San Joaquin Way and Toland Avenue.The streets within the project limits will be ground and resurfaced with 2-inch thick Asphalt Rubber Hot Mix (ARHM), or removed and replaced with either Asphalt Concrete (AC) over Aggregate Base (AB) or Joint Plain Cement Concrete (JPCP). Visible cracks will be filled with rubberized crack filling material. All manhole, water valve, anode and monitoring well covers within the project limits will be adjusted to grade. Existing curbs and driveways will be protected in place within the limits of the project. This project will also reinstall traffic striping, pavement markers, signing and install loop detectors at signalized intersections.

Project Location:

Woodcrest Neighborhood: Del Norte Way, El Dorado Way, San Joaquin Way and
College Park North: Toland Avenue



Project Cost	Seven Year Total	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
Construction Costs								
Preliminary Eng/Environ								
Design	$ 22,900		22,900					
Right-of-Way			-					
Construction	187,183		187,183					
Construction Management	19,000		19,000					
Total Construction	$ 229,083	$ -	$ 229,083	$ -	$ -	$ -	$ -	$ -

Funding Source(s)	Seven Year Total	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27
SB -1 Gas Tax	$ 229,083		229,083					
Total Funding	$ 229,083	$ -	$ 229,083	$ -	$ -	$ -	$ -	$ -

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 11A**

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

Presented By: **Chelsi A. Wilson, Executive Assistant/Benefits Coordinator**

Subject: **Appointment of Interim Police Chief**

SUMMARY

This report seeks approval of the appoint of Eric Nunez as the Interim Police Chief upon his retirement on June 4, 2021.

RECOMMENDATION

Approve the appointment of Eric Nunez as Interim Police Chief and authorize the City Manager to execute the employment agreement for the Interim Police Chief for the City of Los Alamitos.

BACKGROUND

Police Chief Eric Nunez is planning to retire on June 4, 2021. Staff recommends to bring him back as an Interim Police Chief from June 5, 2021 until a search for a permanent replacement is completed and not to exceed 960 hours. This will help maintain continuity in the Police Department, Chief Nunez can assist with the transition and recruitment for a new Police Chief.

The City's Municipal Code (Section 2.28.070) indicates that the Chief of Police shall be appointed by the City Manager with approval by the City Council. CalPERS annuitant rules (Government Code 21221) requires appointment by the governing body when filling a vacant position during recruitment for a permanent appointment. Therefore, City Council approval of the appointment of Eric Nunez as Interim Police Chief is necessary in order to fulfill the requirements of State retirement law and the City's municipal code.

DISCUSSION

Per the Public Employee Pension Reform Act (PEPRA), all Safety retirees are exempt from the 180 day wait period (6 months), which is generally required when hiring a retired annuitant.

While Chief Nunez' retirement date is June 4, 2021, it is Staff's recommendation to bring him back as a part-time employee on June 5, 2021 as an Interim Police Chief for a period not to exceed 960 hours per fiscal year. This will help maintain continuity in the Police Department, as Chief Nunez can assist with the transition and the recruitment for a new Police Chief.

Upon the City Council's approval of the appointment of Eric Nunez as the City's Interim Police Chief, the City Manager will execute the Employment Agreement that sets forth the terms and conditions of employment for the Interim Police Chief. The agreement may be terminated by either party by giving written notice of termination to the other party.

FISCAL IMPACT

Sufficient funds are available in the General Fund budget to implement the Employment Agreement. In addition, since the Interim Police Chief would be classified as a part-time employee, this classification would not receive benefits which would provide savings.

Submitted by: Chelsi A. Wilson, Executive Assistant / Benefits Coordinator
Fiscal Impact Reviewed by: Craig Koehler, Interim Finance Director
Approved by: Chet Simmons, City Manager

Attachments: 1. Employment Agreement, Interim Police Chief

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT FOR LIMITED DURATION ASSIGNMENT
INTERIM CHIEF OF POLICE

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 17th day of May, 2021 by and between the CITY OF LOS ALAMITOS, a municipal corporation (hereinafter referred to as "City") and Eric Nunez (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Chief of Police. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City.

City desires to employ the services of Employee as Interim Chief of Police for the City of Los Alamitos, and Employee desires to accept employment as Interim Chief of Police. It is the desire of the Parties through this Agreement.

A. Current Chief of Police Eric Nunez is retiring from City services pursuant to a CalPERS retirement effective June 4, 2021, and as such, his appointment as City's Interim Police Chief is subject to all of the restrictions contained in Section 21221, and any other applicable laws and regulations.

B. City hereby deems that the position of Police Chief requires specialized skills; Employee, having previously served as Chief of Police for the City, possesses such specialized skills.

C. City desires to employ the services of Employee on an interim basis while it recruits a replacement Chief of Police;

D. The employment will be temporary, not to exceed 960 total hours per fiscal year, and at-will; Employee desires employment in that position;

E. The Parties further desire to establish the Employee's conditions of employment;

F. The City desires to:

1) Retain the services of Employee on an interim at-will basis;
2) Encourage the highest standards of fidelity and public service on the part of Employee;
3) Provide an appropriate means for terminating Employee's employment and this Agreement when City shall desire to do so.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as Interim Chief of Police of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Manager and will be under the day-to-day supervision and direction of the City Manager.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.1.4 Moonlighting. Employee will focus his/her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Manager, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his/her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Manager, be used by Employee for any purposes other than the performance of his/her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law. The obligations of the City and Employee under this section shall survive the termination of this Agreement.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall become effective on June 5, 2021, ("Effective Date"), and shall continue until the position of Police Chief is filled by the City or this Agreement is terminated by either Party.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that the Employee shall serve at the will and pleasure of the City Manager, and may be terminated at any time, without notice and with or without cause. Nothing in this Agreement, any statute, ordinance, or rule, shall prevent, limit or otherwise interfere with the right of the City Manager to terminate this Agreement at any time, without cause or right of appeal or grievance. Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his/her employment.

3.2.3 Notice for Resignation. In the event Employee voluntarily resigns his/her position with City, then Employee shall give City three (3) weeks notice in advance, unless the Parties otherwise agree.

3.3 Salary.

City shall compensate Employee at an hourly salary of ($91.10) less payroll taxes and other legally required deductions. The salary is within the range paid by the City for this position. The salary shall be payable bi-weekly at the same time as other employees of City are paid and may be modified from time-to-time by the City Manager pursuant to the Salary and Benefits Resolution.

3.4 Fringe Benefits.

No Other Benefits. The Parties acknowledge that Employee is covered by Ca1PERS medical insurance, and receives other benefits not provided by the City pursuant to this Agreement but based upon his previous employment. Pursuant to Government Code 21221 (h), Employee acknowledges that Employee shall not be entitled to any fringe benefits, including but not limited to the benefits that City provides to other employees, other than those benefits specifically granted under this Agreement. Employee hereby specifically waives any claims that Employee might have to receive such benefits. If the City is required by state of federal law to provide any additional benefits to Employee, if permitted by law, Employee shall promptly reimburse the City for the amounts of any overpayments theretofore received by Employee. Such reimbursement may occur by way of salary adjustment.

Except as otherwise set forth herein, Employee shall not be entitled to additional benefits.

A. Vehicle: City shall provide an unmarked police vehicle to Employee for use related to the course and scope of his duties as Interim Chief of Police.

City shall pay for gas, maintenance, insurance and all other costs associated with operation of the vehicle. City requires the Interim Chief of Police to drive said vehicle to and from work in order to maintain accessibility for emergency response and/ or communications with the Police Department and city officials. City understands and agrees that such use necessitates the Employee also having reasonable personal use of the vehicle as deemed necessary and appropriate by the City Manager and the Interim Chief. Employee shall not use the vehicle for personal travel when he is not reasonably subject to emergency response call. If post-termination services are required, City shall reimburse Employee for use of his private vehicle at the prevailing City mileage rate.

B. Uniforms/ Safety Equipment: Employee will wear the uniform of the Los Alamitos Police Department at all times as designated by the City Manager, as requested by the City Council, and will wear the uniform whenever deemed appropriate by Employee. In addition, the City shall at its expense furnish the Employee with all uniform and safety equipment determined in its sole discretion, to be reasonable and necessary to allow the Employee to perform the DUTIES described above. A duty weapon shall be included as safety equipment, subject to the Employee having the option to elect to use a duty weapon provided by him and which meets all Department standards. Employee shall be required to qualify with his weapon in accord with Department standards. City shall issue identification and badge indicating the rank of Chief of Police to Employee.

C. Administrative Leave: Employee may take unpaid leave of absence for limited periods of time with the approval of the City Manager.

D. No Ca1PERS: Employee specifically acknowledges that his employment by the City under this Agreement is intended to be temporary and of limited duration. As a result, Employee acknowledges that Employee' s employment under this Agreement will not entitle Employee to be a member of or accrue benefits under the California Public Employees Retirement System (Ca1PERS). Employee may, however, elect to participate in any salary deferral program under Internal Revenue Code Section 457 that is maintained by City and for which Employee is otherwise eligible in accordance with the provisions and guidelines of the 457 plans for Part-Time employees.

3.5 Certification of No Unemployment Benefits

Pursuant to Government Code section 7522.56, Employee is prohibited from accepting employment with the City as a retired annuitant if he has accepted unemployment insurance benefits within the previous 12-month period prior to this appointment. Employee hereby certifies that he has not received unemployment benefits within the last 12-month period prior to the date of this Agreement.

3.6 Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY: City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
ATTN: City Manager

EMPLOYEE: Eric Nunez
Interim Chief of Police
[mailing address on file with City Clerk]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 General Provisions.

3.7.1 Entire Agreement. The text herein shall constitute the entire agreement between the Parties.

3.7.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.7.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as it now exists on the Effective Date of this Agreement, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.7.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his/her duties as Chief of Police.

3.7.5 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.6 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.7 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Manager, be null and void and may be considered a material breach of this Agreement.

3.7.8 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.7.9 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.10 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON NEXT PAGE]

CITY OF LOS ALAMITOS

By: _____
Chester C. Simmons, City Manager

Attest: _____
Windmera Quintanar, MMC, City Clerk

EMPLOYEE

By: _____
Eric Nunez

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

City of Los Alamitos
CITY COUNCIL AGENDA REPORT

MEETING DATE: May 17, 2021 **ITEM NUMBER: 11B**

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

Via: **Chet Simmons, City Manager**

Presented By: **Ron Noda, Acting Deputy City Manager**
Farhad Iranitalab, City Traffic Engineer

Subject: **Review of Engineering and Traffic Survey for Speed Limits**

SUMMARY

The Engineering and Traffic Survey for Speed Limits was authorized by the City Council and was performed by the engineering consulting firm of Willdan Engineering, Inc. The goal of the review was to determine whether changes in pre-existing traffic conditions have occurred and if older speed limits should be modified.

RECOMMENDATIONS

1. Discuss the Engineering and Traffic Survey; and,

2. Adopt Resolution No. 2021-09, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE 2021 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS.”

BACKGROUND

In accordance with procedures established by the State of California, this Engineering and Traffic (E&T) Survey has been developed for the City of Los Alamitos as the basis for the establishment and enforcement of speed limits for selected streets within the City.

All fifty states base their speed regulations on the Basic Speed Law. In California, CVC 22350 defines the basic speed law as:

> *"No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property."*

E&T Surveys are required by the State to establish intermediate speed limits on local streets and to enforce those limits using radar or other speed measuring devices. These surveys must be updated every 5, 7, or 10 years to ensure the speeds reflect current conditions as dictated by the California Vehicle Code (CVC). The CVC also requires that the surveys be conducted based on the methodology required by the California Manual on Uniform Traffic Control Devices (MUTCD) dated November 2014.

DISCUSSION

An E&T Survey is necessary on certain designated streets within the City to properly enforce the posted speed limits and to enable the Police Department to use radar or other electronic speed measuring devices for speed enforcement. CVC Sections 40801 and 40802 require an E&T Surveys that verify the speed limit before enforcement by such a device is legal.

The reason that speed limit areas and their required postings are done is to guard reasonable drivers from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. As with other similar laws, the limits identified are based on the consensus of the majority of those who drive the highway as to what speed is reasonable and safe. It is this type of information that is reflected in the analysis section of this report. Namely, posted speed limits are a reflection of that speed which most people deem to be safe as opposed to a minority of drivers who do not drive in a reasonable manner.

Speed zones are also established to advise drivers of road conditions or hazards that may not be readily apparent to a reasonable driver. For that reason, a field review of related road/traffic variables is conducted which considers the analytical data and accident history of a particular roadway segment to determine a safe and reasonable speed limit.

Speed evaluation data was collected at 14 different survey segments on 6 different roadways in the City of Los Alamitos. These areas and the number of segments are described as follows:

1. Ball Road (1 segment)
2. Bloomfield Street (3 segments)
3. Cerritos Avenue (1 segment)
4. Katella Avenue (5 segments)
5. Lexington Drive (1 segment)
6. Los Alamitos Boulevard (3 segments)

Results

The Summary indicates that all 14 segments studied are recommended for no speed limit changes. The reason centers mostly on the fact that the newly measured values of the 85th percentile and the 10 MPH pace are still within the parameters of the existing speed limits. Additional factors such as the presence of horizontal or vertical curves reducing sight distance from the basis in some instances of our recommendations.

FISCAL IMPACT

None.

Submitted by: Farhad Iranitalab, City Traffic Engineer
Reviewed by: Ron Noda, Acting Deputy City Manager
Approved by: Chet Simmons, City Manager

Attachments: *1. Resolution No. 2021-09*

RESOLUTION NO. 2021-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE 2021 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS

WHEREAS, an Engineering and Traffic survey as defined by the California Vehicle Code (CVC) section 627 is a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities, and;

WHEREAS, an Engineering and Traffic survey shall include a minimum of the following considerations; 1) Prevailing speeds as determined by traffic engineering measurements; and, 2) Accident records; and 3) Highway, traffic and roadside conditions not readily apparent to the driver, and;

WHEREAS, the requirement to perform Engineering and Traffic surveys for the support of prima facie speed limits and the use of radar or other approved electronic devices to enforce speed limits is based on CVC 40802a, and;

WHEREAS, CVC also outlines the requirement to update the Engineering and Traffic survey every 5 to 10 years depending on changes in the road conditions, and;

WHEREAS, the Los Alamitos Municipal Code 10.08.100 establishes that the City Council may, by Resolution, designate prima facie speed limits upon streets in the City based upon engineering and traffic surveys as authorized by State Vehicle Code, and;

WHEREAS, the City traffic engineer has completed the Engineering and Traffic Survey for Speed Limits dated April 2021.

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 Engineering and Traffic Survey for Speed Limits dated April 2021, attached hereto as Exhibit “A” is hereby adopted and approved as the official engineering and traffic survey for the City of Los Alamitos concerning certain City streets more specifically described therein.

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

PASSED, APPROVED, AND ADOPTED this 17th day of May 2021.

_____
Mark A. Chirco, Mayor

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

_____
Michael 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, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 17th day of May, 2021, by the following vote, to wit:

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

_____
Windmera Quintanar, MMC, City Clerk

Exhibit A

2021
APRIL

Engineering and Traffic Survey

WILLDAN

Willdan Engineering
13191 Crossroads Pkwy N Suite 405
City of Industry, CA 91746
562.908.6200

WILLDAN Engineering | extending your reach

May 4, 2021

Mr. Ron Noda
Development Services Director
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Subject: 2021 Engineering and Traffic Survey

Dear Mr. Noda:

As requested, Willdan has completed an Engineering and Traffic (E&T) Survey to justify and update the posted speed limits along 14 street segments in the City of Los Alamitos. These segments were last surveyed in 2014 and require an update to comply with the 7-year limitation set forth in the California Vehicle Code (CVC).

We are pleased to submit the enclosed Report that describes the E&T survey procedures and contains recommendations for posted speed limits on the City's arterial and collector street system. A summary of these recommendations is included in the Analysis. Supporting documentation for each speed zone recommendation is provided in the Appendices.

The Report was conducted in accordance with applicable provisions of the CVC, following procedures outlined in the California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014, and as required by Section 627 of the CVC. The Report is intended to satisfy the requirements of Section 40802 of the CVC to enable the continued use of radar for traffic speed enforcement.

We appreciate the opportunity to serve the City of Los Alamitos and the assistance and cooperation afforded to us during the course of this study.

Very truly yours,

WILLDAN

Farhad Iranitalab, P.E., T.E.
Traffic Engineer

Enclosure

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INTRODUCTION

This Engineering and Traffic (E&T) Survey is intended to be the basis for the establishment, revision, and enforcement of speed limits for selected streets within the City of Los Alamitos. This E&T Survey presents recommended speed limits for 14 street segments in the City of Los Alamitos. E&T Surveys are required by the State of California to establish intermediate speed limits on local streets and to enforce those limits using radar or other speed measuring devices. These surveys must be updated every 5 or 7 years to ensure the speeds reflect current conditions as dictated by the California Vehicle Code (CVC). The CVC also requires that the surveys be conducted based on the methodology required by The California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014.

The survey was requested by the City for the proper posting of speed limits and to enable the Police Department to utilize radar or other electronic speed measuring devices for speed enforcement. CVC Sections 40801 and 40802 require E&T Surveys that verify the prima facie speed limit before enforcement by such a device is legal. The law further specifies that these surveys be conducted every 5 years. The surveys can be extended to 7 years provided the City's police officer(s) have completed a 24-hour radar operator course [CVC 40802(c)(2)(B)(i)(I)]. Additionally, some surveys may be extended to 10 years if a traffic engineer certifies that no changes in roadway or traffic conditions have occurred [CVC 40802 (c)(2)(B)(i)(II)]. These provisions assure that posted speed limits are kept reasonably current.

The E&T Surveys for the City were conducted in accordance with procedures outlined in the California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014 and as required by Section 627 of the CVC. The Code further describes three elements of an E&T Survey:

1. Measurement of prevailing speed;
2. Accident history; and
3. Roadway characteristics <u>not</u> readily apparent to the motorist.

Posted speed limits are established primarily to protect the general public from the reckless and unpredictable behavior of dangerous drivers. They provide law enforcement with a clearly understood method to identify and apprehend violators of the basic speed law (CVC Section 22350). This law states that "No person shall drive a vehicle on a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of the highway, and in no event at a speed which endangers the safety of persons or property." The posted speed limit gives motorists a clear warning of the maximum speed that is reasonable and prudent under typical driving conditions.

The basic fundamentals for establishing speed limits recognize that the majority of drivers behave in a safe and reasonable manner, and therefore, the normally careful and competent actions of a reasonable driver should be considered legal. Speed limits established on these fundamentals conform to the consensus that those who drive the highway determine what speed is reasonable and safe, not on the judgment of one or a few individuals. A radar speed study is usually used to record the prevailing speed of reasonable drivers.

Speed limits are also established to advise drivers of conditions which may not be readily apparent to a reasonable driver. For this reason, accident history, roadway conditions, traffic characteristics, and land use must also be analyzed before determining speed limits. Speed limit changes are usually made in coordination with physical changes in roadway conditions or roadside developments. Unusually short zones of less than one-half mile in length should be avoided to reduce driver confusion.

Additionally, it is generally accepted that speed limits cannot be successfully enforced without voluntary compliance by a majority of drivers. Consequently, only the driver whose behavior is clearly out of line with the normal flow of traffic is usually targeted for enforcement.

ELEMENTS OF THE ENGINEERING AND TRAFFIC SURVEY

The California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014 specifies the methodology to be used for completing E&T Surveys. This methodology includes an evaluation of current vehicle speeds, accident history and conditions not readily apparent to motorists. The basic elements of the E&T Survey are discussed in more detail as follows:

Speed Sampling

Existing vehicle speeds are surveyed by a certified radar operator with a calibrated radar unit in an unmarked vehicle. Speed samples are taken for each segment representing a statistically significant sample of current traffic. This data is then evaluated to identify the distribution of speeds. A key element in the evaluation is the identification of the 85th percentile speed. The 85th percentile speed is the speed at or below which 85 percent of the traffic travels. This threshold represents what is historically found to be a safe and reasonable speed for most drivers based on common roadway conditions. Therefore, a speed limit is established at the nearest 5-mile per hour (mph) increment to the 85th percentile speed, except as shown in the two options below.

Options:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Section 627 and 22358.5.
2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5

mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit. The reasons for the lower speed limit shall be in compliance with CVC Section 627 and 22358.5

The following examples are provided to explain the application of these speed limit criteria:

A. Using Option 1 above and first step is to round down: If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. As indicated by the option, this 35 mph established speed limit could be reduced by 5 mph to 30 mph if conditions and justification for using this lower speed limit are documented in the E&TS.
B. Using Option 1 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. As indicated by the option, this 35 mph speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS.
C. Using Option 2 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, instead of rounding up to 35 mph, the speed limit can be established at 30 mph, but no further reduction can be applied.

Collision History

Reported collisions are reviewed for each street segment to determine if there is a higher than average rate of collisions. A segment that has an above-average collision rate typically suggests conditions that are not readily apparent to motorists.

A summary of the collision rates for the 14 surveyed street segments is provided in Table 1.

Conditions Not Readily Apparent To Motorists

Each street segment is field inspected to identify roadway conditions that may not be readily apparent to motorists. A determination is made whether any conditions are significant and warrant the recommendation of the speed limit 5 mph or more below the basic speed limit. It is important to note that The California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014 recommends exercising great care when establishing speed limits 5 mph or more below the basic speed limit.

SURVEY CONDITIONS

SURVEY LOCATIONS

The procedures described below describe the criteria and methods used to survey selected streets within the City of Los Alamitos. The specific location of the radar speed survey for each street segment was selected after considering the following:

1. Minimum stop signs and traffic signal influence.
2. Minimum visibility restrictions.
3. Non-congested traffic flow away from intersections and driveways.
4. Minimum influence from curves or other roadway conditions that would affect the normal operation of a vehicle.

DATA COLLECTION

Data of existing conditions was obtained including prevailing speed of vehicles, traffic collisions, visibility restrictions, and roadway conditions within the community. Speed data and field reviews were conducted at 14 locations during the month of September 2020. Traffic counts were taken while schools were in a 'hybrid model' format instead of a more common schedule. The hybrid model separated the students into two groups, the first which attends in-person classroom sessions only in the morning and the second which attends in-person classroom sessions only in the afternoon. Additionally, students have the option of attending all classes in a virtual format. This format was implemented as a precaution stemming from the COVID-19 pandemic. This precaution as well as the pandemic have influenced the data collected for this study, such as traffic volumes and speed data. However, for the purpose of this analysis, counts were taken as-is with no growth factor applied.

Speed Data

Radar speed measurements were conducted at 14 locations during the month of September 2020. The radar speed distribution forms are in Attachment B. All surveys were conducted in good weather conditions, during off-peak hours on weekdays. The radar unit was operated from an unmarked vehicle to minimize any influence on driver behavior. Typically, a minimum sample size of 100 vehicles or the total samples during a maximum period of 2 hours were obtained for each segment. Traffic speeds in both directions were recorded for individual segments.

Collision Data

Collision data was obtained from the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS) electronic collision database and from the City of Los Alamitos Police Department. For this study, collision data was used from the latest 3 years of reported accidents from September 1, 2017 to August 31, 2020. The collision rates for the 14 segments are expressed in accidents per million vehicle miles (A/MVM). To calculate these rates, 24-hour traffic volumes were collected for each street segment. This information was then entered into the following formula to determine the collision rate:

$$R = \frac{Ax1{,}000{,}000}{tx365\frac{days}{year}xlxv}$$

A = Number of midblock collisions over time period
R = Collision Rate (accidents/million vehicle miles)
t = Time Period Covered (in years)
l = Length of Segment (miles)
v = Traffic Volume (average daily traffic)

The segment collision rate was then compared to the average statewide collision rate. The average statewide collision rates were obtained from 2017 Collision Data on California State Highways published by Caltrans.

Field Review Data

A field review was conducted for each of the selected street segments in the City with consideration for the following factors:

1. Street width and alignment (design speed);
2. Pedestrian activity and traffic flow characteristics;
3. Number of lanes and other channelization and striping patterns;
4. Frequency of intersections, driveways, and on-street parking;
5. Location of stop signs and other regulatory traffic control devices;
6. Visibility obstructions;
7. Land use and proximity to schools;
8. Pedestrian and bicycle usage;
9. Uniformity with existing speed zones and those in adjacent jurisdictions; and
10. Any other unusual condition not readily apparent to the driver.

ANALYSIS

CRITERIA

Survey data was compiled and analyzed to determine the recommended speed limit in accordance with several criteria contained in The California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014. Some of the criteria used are:

A. The critical speed or 85th percentile speed is that speed at or below which 85 percent of the traffic is moving. This speed is the baseline value in determining what the majority of drivers believe is safe and reasonable. Speed limits set higher than the critical speed are not considered reasonable and safe. Speed limits set lower than the critical speed make a large number of reasonable drivers "unlawful," and do not facilitate the orderly flow of traffic. The “basic speed limit” is the nearest 5 mph increment to the 85th percentile speed.

B. The 10 mile per hour (mph) pace speed is the 10 mph increment that contains the highest percentage of vehicles. It is a measure of the dispersion of speeds across the range of the samples surveyed. An accepted practice is to keep the speed limit within the 10 mph pace while considering the critical speed and other factors that might require a speed lower than the critical speed.

C. The collision rate for each street segment is compared to average collision rates that can be reasonably expected to occur on streets and highways in other jurisdictions, in proportion to the volume of traffic per lane mile. These average collision rates have been developed by the State of California and are considered reasonable for use in the City of Los Alamitos.

RESULTS AND RECOMMENDATIONS

The Engineering and Traffic Survey Forms, presented in Appendix A, illustrate results of a thorough evaluation of the available data and recommend a speed limit for each street segment surveyed. A complete summary of all recommendations is shown in Table 1. In each case, the recommended speed limit was consistent with the prevailing behavior as demonstrated by the radar speed measurements. Typically, a speed limit in the upper range of the 10-mile pace was selected unless a collision rate significantly higher than expected was discovered or roadway conditions not readily apparent to the driver were identified. Any segments with recommended speed limits 5 mph or more below the basic speed limit are fully explained later in this report.

The Legislature, in adopting Section 22358.5 of the CVC, has made it clear that physical conditions, such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not be the basis for special downward speed zoning. In these cases, the basic speed law (CVC Section 22350) is sufficient to regulate such conditions.

The recommendations contained in this Report are intended to establish prima facie speed limits. They are not intended to be absolute for all prevailing conditions. All prima facie

speed violations are actually violations of the basic speed law (Section 22350 of CVC). This statute states that a person shall not drive a vehicle at a speed greater than is safe having regard for traffic, roadway, and weather conditions. A prima facie limit is intended to establish a maximum safe speed under normal conditions.

Table 1 identifies the recommendations for all surveyed segments.

TABLE 1													
SUMMARY OF RECOMMENDATIONS													
No.	Street	From	To	Dist. (mi.)	ADT	Accident Rate*** Exp.	Act.	Posted Speed Limit	85% Speed	10 mi. Pace	% in Pace	Rec. Speed Limit	Comments
1	Ball Road	West City Limits	Bloomfield Street	0.25	15,522	1.23	0.71	40	42	33-42	70 %	40	Closest to 85th Speed
2	Bloomfield Street	North City Limits	Cerritos Avenue	0.53	10,500	1.23	0.66	40 **	44	32-41	67 %	40 **	California MUTCD Option 2
3	Bloomfield Street	Cerritos Avenue	Katella Avenue	0.5	11,860	1.23	0.77	40 **	42	32-41	81 %	40 **	Closest to 85th Speed
4	Bloomfield Street	Katella Avenue	Farquhar Avenue	0.25	2,601	1.60	0.00	25	24	15-24	86 %	25	Closest to 85th Speed
5	Cerritos Avenue	West City Limits	Los Alamitos Boulevard	0.29	21,578	0.91	0.88	40 **	41	31-40	72 %	40 **	Closest to 85th Speed
6	Katella Avenue	West City Limits	Los Alamitos Boulevard	0.68	52,738	0.98	0.28	40 **	40	31-40	81 %	40 **	Closest to 85th Speed
7	Katella Avenue	Los Alamitos Boulevard	Bloomfield Street	0.6	51,407	0.98	0.47	40	40	31-40	73 %	40	Closest to 85th Speed
8	Katella Avenue	Bloomfield Street	Lexington Drive	0.5	37,316	0.98	0.34	40	42	33-42	68 %	40	Closest to 85th Speed
9	Katella Avenue	Lexington Drive	Siboney Street	0.63	40,667	0.98	0.21	40	43	33-42	66 %	40	California MUTCD Option 2
10	Katella Avenue	Siboney Street	Walker Street	0.38	30,799	0.98	0.39	40	41	32-41	75 %	40	Closest to 85th Speed

* See "Segments with Special Conditions" Section for Comments

*** Accident rate units: Collisions per One Million Vehicle Miles

** 25 mph when children are present

TABLE 1													
SUMMARY OF RECOMMENDATIONS													
No.	Street	From	To	Dist. (mi.)	ADT	Accident Rate*** Exp.	Act.	Posted Speed Limit	85% Speed	10 mi. Pace	% in Pace	Rec. Speed Limit	Comments
11	Lexington Drive	Katella Avenue	Farquhar Avenue	0.77	4,821	1.60	0.49	30	36	26-35	73 %	30	*
12	Los Alamitos Boulevard	North City Limits	Katella Avenue	0.84	26,450	0.91	0.66	35 **	39	31-40	84 %	35 **	California MUTCD Option 2
13	Los Alamitos Boulevard	Katella Avenue	Farquhar Avenue	0.84	34,125	0.41	0.45	35 **	39	29-38	82 %	35 **	California MUTCD Option 2
14	Los Alamitos Boulevard	Farquhar Avenue	Bradbury Road	0.81	37,142	0.98	0.52	40 **	43	31-40	70 %	40 **	California MUTCD Option 2

* See "Segments with Special Conditions" Section for Comments

*** Accident rate units: Collisions per One Million Vehicle Miles

** 25 mph when children are present

SEGMENTS WITH SPECIAL CONDITIONS

The following segment surveyed had recommended speed limits that were 5 mph or more below the critical speed due to conditions not readily apparent to the driver. Each segment is discussed below.

Segment #11 – Lexington Drive – Katella Avenue to Farquhar Avenue

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 4,821 vehicles per day. The adjacent land use is residential. The critical speed is 36 mph and would normally justify a 35-mph posted speed limit. However, due to moderate pedestrian traffic and hidden driveways that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit remain at 30 mph for the above reasons.

LEGISLATIVE REFERENCES

APPLICABLE SECTIONS OF CALIFORNIA VEHICLE CODE

SECTION 1. Section 627 of the Vehicle Code:

Section 627.

(a) *"Engineering and traffic survey,"* as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.

(b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:

(1) Prevailing speeds as determined by traffic engineering measurements.
(2) Accident records.
(3) Highway, traffic, and roadside conditions not readily apparent to the driver.

(c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:

(1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:
   a. Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses of business structures.
   b. Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.
   c. The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).
(2) Pedestrian and bicyclist safety.

Section 21400.

(b) The Department of Transportation shall revise the California Manual on Uniform Traffic Control Devices, as it read on January 1, 2012, to require the Department of Transportation or a local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, in cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment, but then the Department of Transportation or a local authority shall not reduce the speed limit any further for any reason.

Basic Speed Law

22350. No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property.

Speed Law Violations

Section 22351.

(a) The speed of any vehicle upon a highway not in excess of the limits specified in Section 22352 or established as authorized in this code is lawful unless clearly proved to be in violation of the basic speed law.

(b) The speed of any vehicle upon a highway in excess of the prima facie speed limits in Section 22352 or established as authorized in this code is prima facie unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the basic speed law at the time, place and under the conditions then existing.

Prima Facie Speed Limits

Section 22352.

The prima facie limits are as follows and shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

(a) Fifteen miles per hour:

(1) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along such railway. This subdivision does not apply in the case of any railway grade crossing where a human flagman is on duty or a clearly visible electrical or mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

(2) When traversing any intersection of highways, if during the last 100 feet of the driver's approach to the intersection, the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

(3) On any alley.

(b) Twenty-five miles per hour:

(1) On any highway other than a state highway, in any business or residence district unless a different speed is determined by local authority under procedures set forth in this code.

(2) When approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while

children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching or passing any school grounds which are not separated from the highway by a fence, gate or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. For purposes of this subparagraph, standard "SCHOOL" warning signs may be placed at any distance up to 500 feet away from school grounds.

(3) When passing a senior center or other facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign. A local authority may erect a sign pursuant to this paragraph when the local agency makes a determination that the proposed signing should be implemented. A local authority may request grant funding from the Pedestrian Safety Account pursuant to Section 894.7 of the Streets and Highways Code, or any other grant funding available to it, and use that grant funding to pay for the erection of those signs, or may utilize any other funds available to it to pay for the erection of those signs, including, but not limited to, donations from private sources.

Increase of Local Speed Limits to 65 Miles Per Hour

Section 22357.

(a) Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55 or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. This section does not apply to any 25 mile per hour prima facie limit, which is applicable when passing a school building or the grounds thereof or when passing a senior center or other facility primarily used by senior citizens.

(b) This section shall become operative on the date specified in subdivision (c) of Section 22366.

Downward Speed Zoning

Section 22358.5.

It is the intent of the Legislature that physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of Section 22350 is sufficient regulation as to such conditions.

Boundary Line Streets

Section 22359.

With respect to boundary line streets and highways where portions thereof are within different jurisdictions, no ordinance adopted under Sections 22357 and 22358 shall be effective as to any such portion until all authorities having jurisdiction of the portions of the street concerned have approved the same. This section shall not apply in the case of boundary line streets consisting of separate roadways within different jurisdictions.

Speed Trap Prohibition

Section 40801.

No peace officer or other person shall use a speed trap in arresting, or participating or assisting in the arrest of, any person for any alleged violation of this code nor shall any speed trap be used in securing evidence as to the speed of any vehicle for the purpose of an arrest or prosecution under this code.

Speed Trap

Section 40802.

(a) A "speed trap" is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving object. This paragraph does not apply to a local street, road, or school zone.

(b)(1) For purposes of this section, a local street or road is one that is functionally classified as “local” on the “California Road System Maps,” that are approved by the Federal Highway Administration and maintained by the Department of Transportation. When a street or road does not appear on the “California Road System Maps,” it may be defined as a “local street or road” if it primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.

(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.

(C) Not more than one traffic lane in each direction.

(2) For purposes of this section “school zone” means that area approaching or passing a school building or the grounds thereof that is contiguous to a highway and on which is posted a

standard “SCHOOL” warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. “School zone” also includes the area approaching or passing any school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children if that highway is posted with a standard “SCHOOL” warning sign.

(c)(1) When all the following criteria are met, paragraph (2) of this subdivision shall be applicable and subdivision (a) shall not be applicable:

(A) When radar is used, the arresting officer has successfully completed a radar operator course of not less than 24 hours on the use of police traffic radar, and the course was approved and certified by the Commission on Peace Officer Standards and Training.

(B) When laser or any other electronic device is used to measure the speed of moving objects, the arresting officer has successfully completed the training required in subparagraph (A) and an additional training course of not less than two hours approved and certified by the Commission on Peace Officer Standards and Training.

(C)(i) The prosecution proved that the arresting officer complied with subparagraphs (A) and (B) and that an engineering and traffic survey has been conducted in accordance with subparagraph (B) of paragraph (2). The prosecution proved that, prior to the officer issuing the notice to appear, the arresting officer established that the radar, laser, or other electronic device conformed to the requirements of subparagraph (D).

(ii) The prosecution proved the speed of the accused was unsafe for the conditions present at the time of alleged violation unless the citation was for a violation of Section 22349, 22356, or 22406.

(D) The radar, laser, or other electronic device used to measure the speed of the accused meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within the three years prior to the date of the alleged violation by an independent certified laser or radar repair and testing or calibration facility.

(2) A “speed trap” is either of the following:

(A) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(B)(i) A particular section of a highway or state highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within one of the following time periods, prior to the date of the alleged violation, and enforcement of speed limit involves the use of radar or any other electronic device that measures the speed of moving objects:

(I) Except as specified in subclause (II), seven years.

(II) If an engineering and traffic survey was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates

the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, 10 years.

(ii) This subparagraph does not apply to a local street, road, or school zone.

Speed Trap Evidence

Section 40803.

(a) No evidence as to the speed of a vehicle upon a highway shall be admitted in any court upon the trial of any person in any prosecution under this code upon a charge involving the speed of a vehicle when the evidence is based upon or obtained from or by the maintenance or use of a speed trap.

(b) In any prosecution under this code of a charge involving the speed of a vehicle, where enforcement involves the use of radar or other electronic devices which measure the speed of moving objects, the prosecution shall establish, as part of its prima facie case, that the evidence or testimony presented is not based upon a speed trap as defined in paragraph (2) of subdivision (a) of Section 40802.

(c) When a traffic and engineering survey is required pursuant to paragraph (2) of subdivision (a) of Section 40802, evidence that a traffic and engineering survey has been conducted within five years of the date of the alleged violation or evidence that the offense was committed on a local street or road as defined in paragraph (2) of subdivision (a) of Section 40802 shall constitute a prima facie case that the evidence or testimony is not based upon a speed trap as defined in paragraph (2) subdivision (a) of Section 40802.

APPENDIX A
Street Segment Data

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Ball Road **CERTIFICATION DATE**

FROM West City Limits **TO** Bloomfield Street

SPEED FACTORS

Date of Speed Survey	9/24/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	9:00 AM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	37 mph	Closest to 85th Speed	
85th Percentile Speed	42 mph		
Average Speed	37 mph		
10 mph Pace Speed	33-42		
Percentage of Vehicles in Pace	70	**Recommended Speed Limit**	40 mph
Number of Survey Samples	238		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	3
Statewide Average Collision Rate	1.23 Collisions/MVM
Collisions per Million Vehicle Miles	0.71 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	15,522	**Date Counted**	9/22/2020
Number of Lanes	4 with painted median		
Type of Traffic Control	Traffic signals at Kaylor Ave and Bloomfield St		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Light		
Truck Traffic	Light		
On-Street Parking	No		
Sidewalks?	Both sides		
Driveways?	Few, both sides		

ROADWAY FACTORS

Length of Segment	0.250 miles
Width	83 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Residential, commercial

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Bloomfield Street **CERTIFICATION DATE**

FROM North City Limits **TO** Cerritos Avenue

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	1:09 PM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	38 mph	California MUTCD Option 2	
85th Percentile Speed	44 mph		
Average Speed	39 mph		
10 mph Pace Speed	32-41		
Percentage of Vehicles in Pace	67	**Recommended Speed Limit**	40 mph
Number of Survey Samples	223		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	4
Statewide Average Collision Rate	1.23 Collisions/MVM
Collisions per Million Vehicle Miles	0.66 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	10,500	**Date Counted**	9/22/2020
Number of Lanes	4 with bike lane		
Type of Traffic Control	Traffic signals at Ball Rd and Cerritos Ave; mid-block pedestrian signal at Laurel High School		
Crosswalks?	At traffic signals and at mid-block pedestrian signal at Laurel High School		
Pedestrian Traffic	Moderate		
Truck Traffic	Light		
On-Street Parking	East side only		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.530 miles
Width	73 feet
Vertical Curve?	Yes
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Residential, school, commercial

Field Study By EJM **Checked By** NS

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Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Bloomfield Street **CERTIFICATION DATE**

FROM Cerritos Avenue **TO** Katella Avenue

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	1:34 PM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	37 mph	Closest to 85th Speed	
85th Percentile Speed	42 mph		
Average Speed	38 mph		
10 mph Pace Speed	32-41		
Percentage of Vehicles in Pace	81	**Recommended Speed Limit**	40 mph
Number of Survey Samples	235		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	5
Statewide Average Collision Rate	1.23 Collisions/MVM
Collisions per Million Vehicle Miles	0.77 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	11,860	**Date Counted**	9/22/2020
Number of Lanes	4 with two way left turn lane		
Type of Traffic Control	Traffic signals at Cerritos Ave and Katella Ave		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Light		
Truck Traffic	Light		
On-Street Parking	West side only		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.500 miles
Width	63 feet
Vertical Curve?	Yes
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	West side of street only
Adjacent Land Use	School, industrial

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab — 3/20/21 — **TE 1695**

Farhad Iranitalab | **Date** | **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Bloomfield Street **CERTIFICATION DATE**

FROM Katella Avenue **TO** Farquhar Avenue

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	25 mph
Time of Speed Survey	2:02 PM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	21 mph	Closest to 85th Speed	
85th Percentile Speed	24 mph		
Average Speed	21 mph		
10 mph Pace Speed	15-24		
Percentage of Vehicles in Pace	86	**Recommended Speed Limit**	25 mph
Number of Survey Samples	229		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	0
Statewide Average Collision Rate	1.60 Collisions/MVM
Collisions per Million Vehicle Miles	0.00 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	2,601	**Date Counted**	9/22/2020
Number of Lanes	2		
Type of Traffic Control	Traffic signal at Katella Ave; stop control at Green Ave, Howard Ave, and Farquahar Ave		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Light		
Truck Traffic	Light		
On-Street Parking	Both sides		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.250 miles
Width	35 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides, few
Adjacent Land Use	Residential

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Cerritos Avenue **CERTIFICATION DATE**

FROM West City Limits **TO** Los Alamitos Boulevard

SPEED FACTORS

Date of Speed Survey	9/24/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	9:53 AM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	36 mph	Closest to 85th Speed	
85th Percentile Speed	41 mph		
Average Speed	37 mph		
10 mph Pace Speed	31-40		
Percentage of Vehicles in Pace	72	**Recommended Speed Limit**	40 mph
Number of Survey Samples	209		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	6
Statewide Average Collision Rate	0.91 Collisions/MVM
Collisions per Million Vehicle Miles	0.88 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	21,578	**Date Counted**	9/22/2020
Number of Lanes	4 with raised median		
Type of Traffic Control	Traffic signal at Los Alamitos Blvd		
Crosswalks?	At traffic signal		
Pedestrian Traffic	Light		
Truck Traffic	Moderate		
On-Street Parking	North side only		
Sidewalks?	Both sides		
Driveways?	Both sides, near TS		

ROADWAY FACTORS

Length of Segment	0.290 miles
Width	83 feet
Vertical Curve?	Yes
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Commercial, industrial, school zone

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab 3/20/21 TE 1695

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Katella Avenue **CERTIFICATION DATE**

FROM West City Limits **TO** Los Alamitos Boulevard

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	3:35 PM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	36 mph	Closest to 85th Speed	
85th Percentile Speed	40 mph		
Average Speed	36 mph		
10 mph Pace Speed	31-40		
Percentage of Vehicles in Pace	81	**Recommended Speed Limit**	40 mph
Number of Survey Samples	210		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	11
Statewide Average Collision Rate	0.98 Collisions/MVM
Collisions per Million Vehicle Miles	0.28 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	52,738	**Date Counted**	9/22/2020
Number of Lanes	6 with raised medians		
Type of Traffic Control	Traffic signals at 1-605 N Ramps, Civic Center Dr, Walnut St, and Los Alamitos Blvd		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Light		
Truck Traffic	Moderate		
On-Street Parking	No		
Sidewalks?	Both sides		
Driveways?	Mostly on north side		

ROADWAY FACTORS

Length of Segment	0.680 miles
Width	106 feet
Vertical Curve?	West of 605 Underpass
Horizontal Curve?	West of 605 Underpass
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Residential, commercial, school zone, Civic Center

Field Study By EJM **Checked By** NS

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Farhad Iranitalab 3/20/21 TE 1695

Farhad Iranitalab | **Date** | **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Katella Avenue **CERTIFICATION DATE**

FROM Los Alamitos Boulevard **TO** Bloomfield Street

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	3:11 PM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	35 mph	Closest to 85th Speed	
85th Percentile Speed	40 mph		
Average Speed	35 mph		
10 mph Pace Speed	31-40		
Percentage of Vehicles in Pace	73	**Recommended Speed Limit**	40 mph
Number of Survey Samples	239		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	16
Statewide Average Collision Rate	0.98 Collisions/MVM
Collisions per Million Vehicle Miles	0.47 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	51,407	**Date Counted**	9/22/2020
Number of Lanes	6 with raised medians		
Type of Traffic Control	Traffic signals at Los Alamitos Blvd, Cherry St, Kaylor St, and Bloomfield St		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Light		
Truck Traffic	Light		
On-Street Parking	Both sides		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.600 miles
Width	97 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Commercial

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Katella Avenue **CERTIFICATION DATE**

FROM Bloomfield Street **TO** Lexington Drive

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	12:04 P	**Speed Justification**	
50th Percentile Speed (Mean Speed)	36 mph	Closest to 85th Speed	
85th Percentile Speed	42 mph		
Average Speed	37 mph		
10 mph Pace Speed	33-42		
Percentage of Vehicles in Pace	68	**Recommended Speed Limit**	40 mph
Number of Survey Samples	257		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	7
Statewide Average Collision Rate	0.98 Collisions/MVM
Collisions per Million Vehicle Miles	0.34 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	37,316	**Date Counted**	9/22/2020
Number of Lanes	6 with raised medians		
Type of Traffic Control	Traffic signals at Bloomfield St, Noel St, and Lexington Dr		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Moderate		
Truck Traffic	Light		
On-Street Parking	Both sides		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.500 miles
Width	99 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Park, commercial, industrial

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab 3/20/21 TE 1695

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Katella Avenue **CERTIFICATION DATE**

FROM Lexington Drive **TO** Siboney Street

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	9:25 AM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	37 mph	California MUTCD Option 2	
85th Percentile Speed	43 mph		
Average Speed	38 mph		
10 mph Pace Speed	33-42		
Percentage of Vehicles in Pace	66	**Recommended Speed Limit**	40 mph
Number of Survey Samples	253		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	6
Statewide Average Collision Rate	0.98 Collisions/MVM
Collisions per Million Vehicle Miles	0.21 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	40,667	**Date Counted**	9/22/2020
Number of Lanes	6 with raised medians		
Type of Traffic Control	Traffic signals at Lexington Dr, Cottonwood Way, and Siboney St		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Moderate		
Truck Traffic	Light		
On-Street Parking	South side only		
Sidewalks?	Both sides		
Driveways?	South side only		

ROADWAY FACTORS

Length of Segment	0.630 miles
Width	90 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Fair
Lighting	Both sides
Adjacent Land Use	Residential, commercial

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab 3/20/21 TE 1695

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Katella Avenue **CERTIFICATION DATE**

FROM Siboney Street **TO** Walker Street

SPEED FACTORS

Date of Speed Survey	9/23/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	9:02 AM	**Speed Justification**	
50th Percentile Speed (Mean Speed)	37 mph	Closest to 85th Speed	
85th Percentile Speed	41 mph		
Average Speed	37 mph		
10 mph Pace Speed	32-41		
Percentage of Vehicles in Pace	75	**Recommended Speed Limit**	40 mph
Number of Survey Samples	258		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	5
Statewide Average Collision Rate	0.98 Collisions/MVM
Collisions per Million Vehicle Miles	0.39 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	30,799	**Date Counted**	9/22/2020
Number of Lanes	6 with raised medians		
Type of Traffic Control	Traffic signals at Siboney St, Winners Cir, and Walker St		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Moderate		
Truck Traffic	Moderate		
On-Street Parking	No		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.380 miles
Width	100 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Industrial, commercial

Field Study By EJM **Checked By** NS

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Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Lexington Drive **CERTIFICATION DATE**

FROM Katella Avenue **TO** Farquhar Avenue

SPEED FACTORS

Date of Speed Survey	9/23/2020
Time of Speed Survey	9:52 AM
50th Percentile Speed (Mean Speed)	31 mph
85th Percentile Speed	36 mph
Average Speed	31 mph
10 mph Pace Speed	26-35
Percentage of Vehicles in Pace	73
Number of Survey Samples	221

Posted Speed Limit 30 mph

Speed Justification

Moderate pedestrian use, hidden driveways

Recommended Speed Limit 30 mph

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	2
Statewide Average Collision Rate	1.60 Collisions/MVM
Collisions per Million Vehicle Miles	0.49 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	4,821
Date Counted	9/22/2020
Number of Lanes	2
Type of Traffic Control	Traffic signal at Katella Ave; stop control at Farquahar Ave
Crosswalks?	at traffic signal and stop
Pedestrian Traffic	Moderate
Truck Traffic	Light
On-Street Parking	Both sides
Sidewalks?	Both sides
Driveways?	Both sides

ROADWAY FACTORS

Length of Segment	0.770 miles
Width	62 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Fair
Roadway Conditions	Fair
Lighting	West side of Roadway
Adjacent Land Use	Residential

Field Study By EJM **Checked By** NS

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Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Los Alamitos Boulevard **CERTIFICATION DATE**

FROM North City Limits **TO** Katella Avenue

SPEED FACTORS

Date of Speed Survey	9/24/2020	**Posted Speed Limit**	35 mph
Time of Speed Survey	10:19 A	**Speed Justification**	
50th Percentile Speed (Mean Speed)	35 mph	California MUTCD Option 2	
85th Percentile Speed	39 mph		
Average Speed	35 mph		
10 mph Pace Speed	31-40		
Percentage of Vehicles in Pace	84	**Recommended Speed Limit**	35 mph
Number of Survey Samples	216		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	16
Statewide Average Collision Rate	0.91 Collisions/MVM
Collisions per Million Vehicle Miles	0.66 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	26,450	**Date Counted**	9/22/2020
Number of Lanes	4 with raised medians		
Type of Traffic Control	Traffic signals at Cerritos Ave, Sausalito St, Florista St, and Katella Ave		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Moderate		
Truck Traffic	Moderate		
On-Street Parking	Both sides		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.840 miles
Width	97 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	At median
Adjacent Land Use	Commercial, school, industrial

Field Study By EJM **Checked By** NS

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Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Los Alamitos Boulevard **CERTIFICATION DATE**

FROM Katella Avenue **TO** Farquhar Avenue

SPEED FACTORS

Date of Speed Survey	9/24/2020	**Posted Speed Limit**	35 mph
Time of Speed Survey	10:46 A	**Speed Justification**	
50th Percentile Speed (Mean Speed)	34 mph	California MUTCD Option 2	
85th Percentile Speed	39 mph		
Average Speed	35 mph		
10 mph Pace Speed	29-38		
Percentage of Vehicles in Pace	82	**Recommended Speed Limit**	35 mph
Number of Survey Samples	274		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	14
Statewide Average Collision Rate	0.41 Collisions/MVM
Collisions per Million Vehicle Miles	0.45 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	34,125	**Date Counted**	9/22/2020
Number of Lanes	6 with two way left turn lane		
Type of Traffic Control	Traffic signals at Katella Ave and Farquhar Ave		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Moderate		
Truck Traffic	Moderate		
On-Street Parking	Both sides		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.840 miles
Width	96 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Good
Lighting	Both sides
Adjacent Land Use	Commercial

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab 3/20/21 **TE 1695**

Farhad Iranitalab **Date** **State Registration Number**

CITY OF LOS ALAMITOS
ENGINEERING AND TRAFFIC SURVEY

STREET Los Alamitos Boulevard **CERTIFICATION DATE**

FROM Farquhar Avenue **TO** Bradbury Road

SPEED FACTORS

Date of Speed Survey	9/24/2020	**Posted Speed Limit**	40 mph
Time of Speed Survey	11:19 A	**Speed Justification**	
50th Percentile Speed (Mean Speed)	37 mph	California MUTCD Option 2	
85th Percentile Speed	43 mph		
Average Speed	38 mph		
10 mph Pace Speed	31-40		
Percentage of Vehicles in Pace	70	**Recommended Speed Limit**	40 mph
Number of Survey Samples	242		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	17
Statewide Average Collision Rate	0.98 Collisions/MVM
Collisions per Million Vehicle Miles	0.52 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	37,142	**Date Counted**	9/22/2020
Number of Lanes	6 with raised medians		
Type of Traffic Control	Traffic signals at Farquhar Ave, Orangewood Ave, Rossmoor Way, and Bradbury Rd		
Crosswalks?	At traffic signals		
Pedestrian Traffic	Light		
Truck Traffic	Light		
On-Street Parking	No		
Sidewalks?	Both sides		
Driveways?	Both sides		

ROADWAY FACTORS

Length of Segment	0.810 miles
Width	93 feet
Vertical Curve?	No
Horizontal Curve?	No
Visibility	Good
Roadway Conditions	Fair
Lighting	Both sides
Adjacent Land Use	Residential, commercial, school

Field Study By EJM **Checked By** NS

CERTIFICATION: I, Farhad Iranitalab, do hereby certify that this Engineering and Traffic Survey within the City of Los Alamitos was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Farhad Iranitalab	3/20/21	TE 1695
Farhad Iranitalab	**Date**	**State Registration Number**

APPENDIX B
Radar Speed Distribution Forms

CITY OF LOS ALAMITOS

DATE: 09/24/20 **DAY:** Thursday **TIME PERIOD:** 9:00AM **TO** 9:26AM

FOR ROADWAY: BALL ROAD

SPEED (MPH)	TOTAL VEHICLES SURVEYED EASTBOUND+WESTBOUND	EB	WB	TOTAL VEHICLES	PACE
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57	X	1	0	1	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53	XXX	1	2	3	
52		0	0	0	
51	X	1	0	1	
50	XX	0	2	2	
49	X	0	1	1	
48	X	0	1	1	
47	XXXXX	2	3	5	
46	XXXXX	1	4	5	
45	XXXX	2	2	4	
44	XXX	2	1	3	
43	XXX	3	0	3	
42	XXXXXXXXXXXXXX	10	4	14	
41	XXXXXXXXXXX	8	4	12	
40	XXXXXXXX	4	5	9	
39	XXXXXXXXXXXXXXXXXXXX	11	10	21	
38	XXXXXXXXXXXXXX	5	11	16	
37	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	12	16	28	
36	XXXXXXXXXXXXXXXXXXXXX	9	12	21	
35	XXXXXXXXXXX	5	8	13	*
34	XXXXXXXXXXX	4	8	12	*
33	XXXXXXXXXXXXXXX	8	8	16	*
32	XXXXXXXXX	6	4	10	P
31	XXXXXXXXXXXXX	9	5	14	A
30	XXXXXXXXXXXXX	6	7	13	C
29	XXXXX	3	2	5	E
28	X	1	0	1	*
27	X	0	1	1	*
26	XX	2	0	2	*
25	X	1	0	1	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		117	**121**	**238**	

LIMITS (BTN): WEST CITY LIMITS TO BLOOMFIELD ST

OBSERVATION POINT: US BANK PARKING LOT

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: CLOUDY

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	**42**	**42**	**42**	**M.P.H.**
50TH %:	37	37	37	M.P.H.
15TH %:	31	33	31	M.P.H.
10 MPH PACE:	33 - 42	31 - 40	33 - 42	M.P.H.
% IN PACE:	65%	76%	70%	
% OVER PACE:	11%	21%	13%	
% UNDER PACE:	24%	3%	17%	
ARITHMETIC MEAN:	37	38	37	M.P.H.
SAMPLE VARIANCE:	31	25	28	
STANDARD DEVIATION:	6	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.26	0.22	0.12	
STD. ERROR OF THE MEAN:	0.51	0.47	0.34	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 1:09PM **TO** 1:29PM

FOR ROADWAY: BLOOMFIELD STREET

SPEED (MPH)	TOTAL VEHICLES SURVEYED NORTHBOUND+SOUTHBOUND	NB	SB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53	XX	2	0	2	
52		0	0	0	
51	X	1	0	1	
50	XXX	1	2	3	
49	XX	0	2	2	
48	XX	0	2	2	
47	XXX	3	0	3	
46	XXXXXX	4	2	6	
45	XXXXXXXXXXXXX	6	7	13	
44	XXXXXXX	4	3	7	
43	XXXXXXXXXX	6	4	10	
42	XXXXXXXXXXXXX	7	6	13	
41	XXXXXXXXXXXXXX	5	9	14	
40	XXXXXXXXXXXXXXXXXXXX	14	5	19	
39	XXXXXXXXXXXXX	8	6	14	
38	XXXXXXXXXXXXXXXXXXX	13	6	19	
37	XXXXXXXXXXXXXXXXXXX	9	10	19	
36	XXXXXXXXXXXXXXXX	9	7	16	
35	XXXXXXXXX	5	6	11	*
34	XXXXXXXX	5	4	9	*
33	XXXXXXXXXXX	2	10	12	*
32	XXXXXXXXXXXXXX	6	8	14	PACE
31	XXXXXXX	4	4	8	
30	XXX	1	2	3	
29	XX	1	1	2	
28	X	0	1	1	*
27		0	0	0	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		116	**107**	**223**	

LIMITS (BTN): NORTH CITY LIMITS TO CERRITOS AVE

OBSERVATION POINT: BARCLAY DR/BLOOMFIELD ST

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	**44**	**44**	**44**	**M.P.H.**
50TH %:	39	38	38	M.P.H.
15TH %:	34	33	33	M.P.H.
10 MPH PACE:	36 - 45	32 - 41	32 - 41	M.P.H.
% IN PACE:	70%	68%	67%	
% OVER PACE:	9%	27%	28%	
% UNDER PACE:	21%	6%	5%	
ARITHMETIC MEAN:	39	38	39	M.P.H.
SAMPLE VARIANCE:	23	26	25	
STANDARD DEVIATION:	5	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.20	0.24	0.11	
STD. ERROR OF THE MEAN:	0.45	0.49	0.33	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 1:34PM **TO** 1:57PM

FOR ROADWAY: BLOOMFIELD STREET

SPEED (MPH)	TOTAL VEHICLES SURVEYED NORTHBOUND+SOUTHBOUND	NB	SB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54	X	0	1	1	
53	X	0	1	1	
52		0	0	0	
51		0	0	0	
50		0	0	0	
49	XX	1	1	2	
48	XX	0	2	2	
47	X	0	1	1	
46	XX	1	1	2	
45	XXXX	2	2	4	
44	XXXXXXXXXXXXX	5	8	13	
43	XXXXX	3	1	4	
42	XXXXXXX	4	2	6	
41	XXXXXXXXXXXXX	4	9	13	
40	XXXXXXXXXXXXXXXXXXXXXXX	13	8	21	
39	XXXXXXXXXXXXXXXXXXXXXXX	9	13	22	
38	XXXXXXXXXXXXXXXXXXXXXXXXXX	14	11	25	
37	XXXXXXXXXXXXXXXXXXXXXXXXX	13	10	23	
36	XXXXXXXXXXXXXXXXXXXXXXX	12	9	21	
35	XXXXXXXXXXXXXXXXXXX	8	11	19	*
34	XXXXXXXXXXXXX	8	5	13	*
33	XXXXXXXXXXXXXXXXX	8	9	17	*
32	XXXXXXXXXXXXXX	2	12	14	PACE
31	XXXX	1	3	4	
30	XXXXX	3	2	5	
29	X	1	0	1	
28	X	0	1	1	*
27		0	0	0	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		112	**123**	**235**	

LIMITS (BTN): CERRITOS AVE TO KATELLA AVE

OBSERVATION POINT: 10851 BLOOMFIELD ST

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	**41**	**42**	**42**	**M.P.H.**
50TH %:	37	38	37	M.P.H.
15TH %:	34	33	33	M.P.H.
10 MPH PACE:	33 - 42	32 - 41	32 - 41	M.P.H.
% IN PACE:	83%	80%	81%	
% OVER PACE:	11%	17%	15%	
% UNDER PACE:	6%	3%	4%	
ARITHMETIC MEAN:	38	38	38	M.P.H.
SAMPLE VARIANCE:	14	22	18	
STANDARD DEVIATION:	4	5	4	M.P.H.
VARIANCE OF THE MEAN:	0.12	0.18	0.08	
STD. ERROR OF THE MEAN:	0.35	0.43	0.28	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 2:02PM **TO** 3:06PM

FOR ROADWAY: BLOOMFIELD STREET

SPEED (MPH)	TOTAL VEHICLES SURVEYED NORTHBOUND+SOUTHBOUND	NB	SB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52		0	0	0	
51		0	0	0	
50		0	0	0	
49		0	0	0	
48		0	0	0	
47		0	0	0	
46		0	0	0	
45		0	0	0	
44		0	0	0	
43		0	0	0	
42		0	0	0	
41		0	0	0	
40		0	0	0	
39		0	0	0	
38		0	0	0	
37		0	0	0	
36		0	0	0	
35		0	0	0	*
34		0	0	0	*
33		0	0	0	*
32		0	0	0	PACE
31		0	0	0	
30	XX	1	1	2	
29		0	0	0	
28	XXX	2	1	3	*
27	XXXXXXX	4	3	7	*
26	XXXXXXX	4	3	7	*
25	XXXXXXXXXXXXXX	8	6	14	
24	XXXXXXXXXXXX	7	5	12	
23	XXXXXXXXXXXXXXXXXXXXXXXXXX	12	14	26	
22	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	18	13	31	
21	XXXXXXXXXXXXXXXXXXXXXXXXXXX	13	14	27	
20	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	8	20	28	
19	XXXXXXXXXXXXXXXXX	6	11	17	
18	XXXXXXXXXX	2	9	11	
17	XXXXXXXXXXXXXXXXX	6	12	18	
16	XXXXXXXXXX	6	5	11	
15	XXXXXXXXXXXXXXX	7	8	15	
		104	125	229	

LIMITS (BTN): KATELLA AVE TO FARQUHAR AVE

OBSERVATION POINT: 3976 BLOOMFIELD ST

POSTED SPEED LIMIT: 25 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	**25**	**25**	**24**	**M.P.H.**
50TH %:	22	21	21	M.P.H.
15TH %:	17	17	17	M.P.H.
10 MPH PACE:	16 - 25	15 - 24	15 - 24	M.P.H.
% IN PACE:	83%	90%	86%	
% OVER PACE:	11%	10%	14%	
% UNDER PACE:	7%	0%	0%	
ARITHMETIC MEAN:	21	20	21	M.P.H.
SAMPLE VARIANCE:	12	9	11	
STANDARD DEVIATION:	3	3	3	M.P.H.
VARIANCE OF THE MEAN:	0.11	0.07	0.05	
STD. ERROR OF THE MEAN:	0.34	0.27	0.22	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/24/20 **DAY:** Thursday **TIME PERIOD:** 9:53AM **TO** 10:13AM

FOR ROADWAY: CERRITOS AVENUE

SPEED (MPH)	TOTAL VEHICLES SURVEYED EASTBOUND+WESTBOUND	EB	WB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52	XX	0	2	2	
51	X	0	1	1	
50		0	0	0	
49	XX	1	1	2	
48		0	0	0	
47	X	1	0	1	
46	XX	0	2	2	
45	XXXXXXX	3	4	7	
44	XXX	0	3	3	
43	XXXXXXX	3	3	6	
42	XXXXXXX	2	4	6	
41	XXXXXXX	3	3	6	
40	XXXXXXXXXX	5	6	11	
39	XXXXXXXXXXXXXXXXXXXX	8	12	20	
38	XXXXXXXXXXXXXX	6	9	15	
37	XXXXXXXXXXXXXXXXXX	10	8	18	
36	XXXXXXXXXXXXXXXXXX	11	7	18	
35	XXXXXXXXXXXX	8	6	14	*
34	XXXXXXXXX	4	5	9	*
33	XXXXXXXXXXXXX	8	6	14	*
32	XXXXXXXXXXX	8	4	12	P
31	XXXXXXXXXXXXX	8	6	14	A
30	XXXXXXXXXX	2	8	10	C
29	XXXXXXXXX	8	2	10	E
28	XXXXXXX	4	3	7	*
27	X	1	0	1	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		104	105	209	

LIMITS (BTN): WEST CITY LIMITS TO LOS ALAMITOS BLVD

OBSERVATION POINT: SIZZLER PARKING LOT

POSTED SPEED LIMIT: 35/40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	**40**	**43**	**41**	**M.P.H.**
50TH %:	36	38	36	M.P.H.
15TH %:	31	32	31	M.P.H.
10 MPH PACE:	31 - 40	31 - 40	31 - 40	M.P.H.
% IN PACE:	73%	71%	72%	
% OVER PACE:	13%	24%	18%	
% UNDER PACE:	14%	5%	10%	
ARITHMETIC MEAN:	35	38	37	M.P.H.
SAMPLE VARIANCE:	21	26	25	
STANDARD DEVIATION:	5	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.21	0.27	0.12	
STD. ERROR OF THE MEAN:	0.45	0.52	0.35	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 3:35PM **TO** 3:57PM

FOR ROADWAY: KATELLA AVENUE

SPEED (MPH)	TOTAL VEHICLES SURVEYED EASTBOUND+WESTBOUND	EB	WB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52		0	0	0	
51		0	0	0	
50		0	0	0	
49		0	0	0	
48		0	0	0	
47		0	0	0	
46	X	0	1	1	
45	XXX	1	2	3	
44		0	0	0	
43	XXXX	2	2	4	
42	XX	2	0	2	
41	XXXXXXXXXX	3	8	11	
40	XXXXXXXXXXXXXXXXXXXXX	11	11	22	
39	XXXXXXXXXXX	3	10	13	
38	XXXXXXXXXXXXXXXXXXXXX	15	8	23	
37	XXXXXXXXXXXXXXXXXXXXXXXXX	8	18	26	
36	XXXXXXXXX	4	6	10	
35	XXXXXXXXXXXXXXXXXXX	14	7	21	*
34	XXXXXXXXXXXXXXXXXX	7	12	19	*
33	XXXXXXXXX	4	6	10	*
32	XXXXXXXXXX	7	4	11	P
31	XXXXXXXXXXXXX	11	3	14	A
30	XXXXXXX	6	1	7	C
29	XXXXXXXX	2	6	8	E
28	XX	2	0	2	*
27	X	0	1	1	*
26	XX	2	0	2	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		104	**106**	**210**	

LIMITS (BTN): WEST CITY LIMITS TO LOS ALAMITOS BLVD

OBSERVATION POINT: 3464 KATELLA AVE

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	**40**	**40**	**40**	**M.P.H.**
50TH %:	35	37	36	M.P.H.
15TH %:	31	33	31	M.P.H.
10 MPH PACE:	31 - 40	32 - 41	31 - 40	M.P.H.
% IN PACE:	81%	86%	81%	
% OVER PACE:	8%	5%	10%	
% UNDER PACE:	12%	10%	9%	
ARITHMETIC MEAN:	35	37	36	M.P.H.
SAMPLE VARIANCE:	16	14	15	
STANDARD DEVIATION:	4	4	4	M.P.H.
VARIANCE OF THE MEAN:	0.15	0.13	0.07	
STD. ERROR OF THE MEAN:	0.39	0.37	0.27	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 3:11PM **TO** 3:28PM

FOR ROADWAY: KATELLA AVENUE

SPEED (MPH)	TOTAL VEHICLES SURVEYED EASTBOUND+WESTBOUND	EB	WB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53	X	0	1	1	
52		0	0	0	
51		0	0	0	
50	X	0	1	1	
49	X	0	1	1	
48	XX	1	1	2	
47	X	1	0	1	
46	X	0	1	1	
45	XXX	1	2	3	
44	XXX	3	0	3	
43	XX	0	2	2	
42	XXXX	3	1	4	
41	XXXXXXXXXX	5	5	10	
40	XXXXXXXXXXXXXXX	4	11	15	
39	XXXXXXXXXXX	8	4	12	
38	XXXXXXXXXXXXX	6	8	14	
37	XXXXXXXXXXXX	8	5	13	
36	XXXXXXXXXXXXXXXXXXXXXXXXXXXXX	13	16	29	
35	XXXXXXXXXXXXXXXXXXXXXX	11	11	22	*
34	XXXXXXXXXXXXXX	7	8	15	*
33	XXXXXXXXXXXXX	6	8	14	*
32	XXXXXXXXXXXXX	7	7	14	P
31	XXXXXXXXXXXXXXX	6	11	17	A
30	XXXXXXXXXXXXXXXXX	6	13	19	C
29	XXXXXXXXX	5	4	9	E
28	XXXXXXXX	5	4	9	*
27	XXX	1	3	4	*
26	XXX	1	2	3	*
25	X	1	0	1	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		109	**130**	**239**	

LIMITS (BTN): LOS ALAMITOS BLVD TO BLOOMFIELD ST

OBSERVATION POINT: 3691 KATELLA AVE

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	**40**	**40**	**40**	**M.P.H.**
50TH %:	35	36	35	M.P.H.
15TH %:	30	31	30	M.P.H.
10 MPH PACE:	30 - 39	31 - 40	31 - 40	M.P.H.
% IN PACE:	72%	76%	73%	
% OVER PACE:	17%	13%	13%	
% UNDER PACE:	12%	11%	14%	
ARITHMETIC MEAN:	35	36	35	M.P.H.
SAMPLE VARIANCE:	21	25	23	
STANDARD DEVIATION:	5	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.20	0.22	0.10	
STD. ERROR OF THE MEAN:	0.44	0.47	0.31	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 12:04PM **TO** 12:22PM

FOR ROADWAY: KATELLA AVENUE

SPEED (MPH)	TOTAL VEHICLES SURVEYED EASTBOUND+WESTBOUND	EB	WB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52	X	0	1	1	
51		0	0	0	
50		0	0	0	
49		0	0	0	
48	XX	1	1	2	
47	XX	1	1	2	
46	XXXXX	2	3	5	
45	XXXXX	2	3	5	
44	XXXX	1	3	4	
43	XXXXXXXXX	3	6	9	
42	XXXXXXXXXXXXXXXX	3	13	16	
41	XXXXXXXXXXXXXXX	7	8	15	
40	XXXXXXXXXXXXXXXXXXXXXX	7	16	23	
39	XXXXXXXXXX	6	5	11	
38	XXXXXXXXXXXXXX	10	4	14	
37	XXXXXXXXX	4	6	10	
36	XXXXXXXXXXXXXXXXXX	10	10	20	
35	XXXXXXXXXXXXXXXXXX	8	12	20	*
34	XXXXXXXXXXXXXXXXXXXXXX	13	11	24	*
33	XXXXXXXXXXXXXXXXX	9	8	17	*
32	XXXXXXXXXXX	6	6	12	PACE *
31	XXXXXXXXXXXX	5	8	13	
30	XXXXXXXXXXXXXX	8	6	14	
29	XXXXXXX	4	3	7	
28	XXXXXXXXX	5	4	9	*
27	XXXX	0	4	4	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		115	**142**	**257**	

LIMITS (BTN): BLOOMFIELD ST TO LEXINGTON DR

OBSERVATION POINT: 4281 KATELLA AVE

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	**41**	**42**	**42**	**M.P.H.**
50TH %:	35	37	36	M.P.H.
15TH %:	30	32	31	M.P.H.
10 MPH PACE:	32 - 41	33 - 42	33 - 42	M.P.H.
% IN PACE:	70%	68%	68%	
% OVER PACE:	11%	13%	11%	
% UNDER PACE:	19%	18%	21%	
ARITHMETIC MEAN:	36	37	37	M.P.H.
SAMPLE VARIANCE:	22	26	24	
STANDARD DEVIATION:	5	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.19	0.19	0.09	
STD. ERROR OF THE MEAN:	0.44	0.44	0.31	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 9:25AM **TO** 9:46AM

FOR ROADWAY: KATELLA AVENUE

SPEED (MPH)	TOTAL VEHICLES SURVEYED EASTBOUND+WESTBOUND	EB	WB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54	X	1	0	1	
53	X	0	1	1	
52	X	0	1	1	
51		0	0	0	
50	XXXX	1	3	4	
49	XX	2	0	2	
48	XXXX	1	3	4	
47	XXXXX	3	2	5	
46	XXXXXX	2	4	6	
45	XXXX	3	1	4	
44	XXXXXXXXX	5	4	9	
43	XXXX	4	0	4	
42	XXXXXXXXXXXXXXXXXX	7	11	18	
41	XXXXXXXXXXX	7	5	12	
40	XXXXXXXXXXXXXXXXXXXX	7	14	21	
39	XXXXXXXXXXXXX	9	6	15	
38	XXXXXXXXXXX	4	8	12	
37	XXXXXXXXXXXXXXXXX	10	7	17	
36	XXXXXXXXXXXXXXXXXXXXXXXXXX	14	11	25	
35	XXXXXXXXXXXX	9	5	14	*
34	XXXXXXXXXXXXXXXXXX	8	10	18	*
33	XXXXXXXXXXXXX	8	6	14	*
32	XXXXXXXXXXXXXX	10	5	15	PACE
31	XXXXXXX	5	3	8	
30	XXXXXXX	4	3	7	
29	XXXXXXX	6	1	7	
28	XXX	2	1	3	*
27	XXXXX	2	3	5	*
26	X	1	0	1	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		135	**118**	**253**	

LIMITS (BTN): LEXINGTON DR TO SIBONEY ST

OBSERVATION POINT: 4951 KATELLA AVE

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	**43**	**44**	**43**	**M.P.H.**
50TH %:	36	38	37	M.P.H.
15TH %:	31	33	32	M.P.H.
10 MPH PACE:	32 - 41	33 - 42	33 - 42	M.P.H.
% IN PACE:	64%	72%	66%	
% OVER PACE:	21%	17%	16%	
% UNDER PACE:	15%	11%	17%	
ARITHMETIC MEAN:	37	38	38	M.P.H.
SAMPLE VARIANCE:	30	29	30	
STANDARD DEVIATION:	5	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.22	0.25	0.12	
STD. ERROR OF THE MEAN:	0.47	0.50	0.34	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 9:02AM **TO** 9:21AM

FOR ROADWAY: KATELLA AVENUE

SPEED (MPH)	TOTAL VEHICLES SURVEYED EASTBOUND+WESTBOUND	EB	WB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52	XX	0	2	2	
51	X	0	1	1	
50	X	1	0	1	
49	X	0	1	1	
48	X	1	0	1	
47	XXXX	1	3	4	
46	XXX	2	1	3	
45	X	0	1	1	
44	XXXXX	1	4	5	
43	XXXXX	2	3	5	
42	XXXXXXXXXXXXXXX	6	9	15	
41	XXXXXXXXXXXXXXXXXXXXXX	8	14	22	
40	XXXXXXXXXXXXXXXXXX	4	14	18	
39	XXXXXXXXXXXXX	7	8	15	
38	XXXXXXXXXXXXXXXXXX	6	12	18	
37	XXXXXXXXXXXXXXXXXX	10	8	18	
36	XXXXXXXXXXXXXXXXXXXXX	12	9	21	
35	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	16	12	28	*
34	XXXXXXXXXXXXXXXX	7	9	16	*
33	XXXXXXXXXXXXXXXXXXX	8	11	19	*
32	XXXXXXXXXXXXXXXX	9	7	16	P
31	XXXXXXXX	3	5	8	A
30	XXXXXXXX	5	3	8	C
29	XXXXX	5	0	5	E
28	XXX	1	2	3	*
27	XXXX	1	3	4	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		116	**142**	**258**	

LIMITS (BTN): SIBONEY ST TO WALKER ST

OBSERVATION POINT: 5350 KATELLA AVE

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	**41**	**42**	**41**	**M.P.H.**
50TH %:	36	38	37	M.P.H.
15TH %:	32	33	32	M.P.H.
10 MPH PACE:	32 - 41	33 - 42	32 - 41	M.P.H.
% IN PACE:	75%	76%	75%	
% OVER PACE:	12%	12%	15%	
% UNDER PACE:	13%	12%	10%	
ARITHMETIC MEAN:	36	38	37	M.P.H.
SAMPLE VARIANCE:	20	23	22	
STANDARD DEVIATION:	4	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.17	0.17	0.09	
STD. ERROR OF THE MEAN:	0.42	0.41	0.29	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/23/20 **DAY:** Wednesday **TIME PERIOD:** 9:52AM **TO** 10:45AM

FOR ROADWAY: LEXINGTON DRIVE

SPEED (MPH)	TOTAL VEHICLES SURVEYED NORTHBOUND+SOUTHBOUND	NB	SB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52		0	0	0	
51		0	0	0	
50	X	1	0	1	
49		0	0	0	
48		0	0	0	
47		0	0	0	
46		0	0	0	
45		0	0	0	
44	X	1	0	1	
43	X	1	0	1	
42	XX	0	2	2	
41	XXX	2	1	3	
40	XX	1	1	2	
39	XXXXX	2	3	5	
38	XXXXXX	2	4	6	
37	XXXXX	4	1	5	
36	XXXXXXXX	6	2	8	
35	XXXXXXX	2	6	8	*
34	XXXXXXXXXXXXXXX	10	5	15	*
33	XXXXXXX	5	3	8	*
32	XXXXXXXXXXXXXXXXXXXXXXXXXX	10	16	26	PACE
31	XXXXXXXXXXXXXXXXXXXXXXX	13	10	23	
30	XXXXXXXXXXXXXXXXXXXXXXXXX	14	11	25	
29	XXXXXXXXXXXXXX	8	6	14	
28	XXXXXXXXXXXXX	8	5	13	*
27	XXXXXXXXXXXXXXXXXXX	11	8	19	*
26	XXXXXXXXXXXXX	7	6	13	*
25	XXXXX	3	2	5	
24	XXXXXX	3	3	6	
23	X	0	1	1	
22	XXXXX	0	5	5	
21	XX	1	1	2	
20	XXXX	3	1	4	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		118	103	221	

LIMITS (BTN): KATELLA AVE TO FARQUHAR AVE

OBSERVATION POINT: 11132 LEXINGTON DR

POSTED SPEED LIMIT: 30 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	**36**	**35**	**36**	**M.P.H.**
50TH %:	31	31	31	M.P.H.
15TH %:	27	26	26	M.P.H.
10 MPH PACE:	25 - 34	26 - 35	26 - 35	M.P.H.
% IN PACE:	75%	71%	73%	
% OVER PACE:	19%	15%	16%	
% UNDER PACE:	6%	14%	11%	
ARITHMETIC MEAN:	31	31	31	M.P.H.
SAMPLE VARIANCE:	24	25	25	
STANDARD DEVIATION:	5	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.20	0.28	0.11	
STD. ERROR OF THE MEAN:	0.45	0.53	0.33	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/24/20 **DAY:** Thursday **TIME PERIOD:** 10:19AM **TO** 10:38AM

FOR ROADWAY: LOS ALAMITOS BOULEVARD

SPEED (MPH)	TOTAL VEHICLES SURVEYED NORTHBOUND+SOUTHBOUND	NB	SB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52		0	0	0	
51		0	0	0	
50		0	0	0	
49		0	0	0	
48	XX	1	1	2	
47	X	1	0	1	
46		0	0	0	
45		0	0	0	
44	XXXX	3	1	4	
43	XXX	0	3	3	
42	XX	1	1	2	
41	XXXXXX	3	3	6	
40	XXXXXXXX	4	4	8	
39	XXXXXXXXXXX	5	7	12	
38	XXXXXXXXXXXXXXXXXXXXX	11	11	22	
37	XXXXXXXXXXXXXXX	7	8	15	
36	XXXXXXXXXXXXXXXXXX	10	9	19	
35	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	16	16	32	*
34	XXXXXXXXXXXXXXXXXX	10	8	18	*
33	XXXXXXXXXXXXXXXXX	11	7	18	*
32	XXXXXXXXXXXX	5	8	13	PACE
31	XXXXXXXXXXXXXXXXXXX	9	10	19	
30	XXXXXXXXXXXX	6	7	13	
29	XXXXX	2	3	5	
28	XXXX	3	1	4	*
27		0	0	0	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		108	**108**	**216**	

LIMITS (BTN): NORTH CITY LIMITS TO KATELLA AVE

OBSERVATION POINT: 10651 LOS ALAMITOS BLVD

POSTED SPEED LIMIT: 35 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	**39**	**39**	**39**	**M.P.H.**
50TH %:	35	35	35	M.P.H.
15TH %:	31	32	31	M.P.H.
10 MPH PACE:	30 - 39	31 - 40	31 - 40	M.P.H.
% IN PACE:	83%	87%	84%	
% OVER PACE:	12%	9%	9%	
% UNDER PACE:	5%	4%	7%	
ARITHMETIC MEAN:	35	36	35	M.P.H.
SAMPLE VARIANCE:	15	13	14	
STANDARD DEVIATION:	4	4	4	M.P.H.
VARIANCE OF THE MEAN:	0.14	0.13	0.07	
STD. ERROR OF THE MEAN:	0.38	0.36	0.26	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/24/20 **DAY:** Thursday **TIME PERIOD:** 10:46AM **TO** 11:01AM

FOR ROADWAY: LOS ALAMITOS BOULEVARD

SPEED (MPH)	TOTAL VEHICLES SURVEYED NORTHBOUND+SOUTHBOUND	NB	SB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52		0	0	0	
51	X	0	1	1	
50		0	0	0	
49	X	0	1	1	
48		0	0	0	
47		0	0	0	
46	X	1	0	1	
45	XX	1	1	2	
44	X	1	0	1	
43	XXX	1	2	3	
42	XXXX	2	2	4	
41	XXXXXXX	3	4	7	
40	XXXXXXX	1	6	7	
39	XXXXXXXXXXXXXX	6	9	15	
38	XXXXXXXXXXXXXXXXXXXX	7	13	20	
37	XXXXXXXXXXXXXXXXXXXXXXX	10	13	23	
36	XXXXXXXXXXXXXXXXX	11	6	17	
35	XXXXXXXXXXXXXXXXX	8	9	17	*
34	XXXXXXXXXXXXXXXXXXXX	9	11	20	*
33	XXXXXXXXXXXXXXXXXXXXXXXXX	13	13	26	*
32	XXXXXXXXXXXXXXXXXXXXXXXXXXXXX	15	15	30	PACE *
31	XXXXXXXXXXXXXXXXXXXXXXXXX	12	13	25	
30	XXXXXXXXXXXXXXXXXXXXXXXXXX	14	12	26	
29	XXXXXXXXXXXXXXXXXXXXXXX	13	9	22	
28	XXXXXX	5	1	6	*
27		0	0	0	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		133	**141**	**274**	

LIMITS (BTN): KATELLA AVE TO FARQUHAR AVE

OBSERVATION POINT: 11135 LOS ALAMITOS BLVD

POSTED SPEED LIMIT: 35 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	**38**	**39**	**39**	**M.P.H.**
50TH %:	33	35	34	M.P.H.
15TH %:	30	31	30	M.P.H.
10 MPH PACE:	29 - 38	31 - 40	29 - 38	M.P.H.
% IN PACE:	84%	84%	82%	
% OVER PACE:	12%	9%	16%	
% UNDER PACE:	4%	8%	2%	
ARITHMETIC MEAN:	34	35	35	M.P.H.
SAMPLE VARIANCE:	16	17	17	
STANDARD DEVIATION:	4	4	4	M.P.H.
VARIANCE OF THE MEAN:	0.12	0.13	0.06	
STD. ERROR OF THE MEAN:	0.34	0.36	0.25	M.P.H.

CITY OF LOS ALAMITOS

DATE: 09/24/20 **DAY:** Thursday **TIME PERIOD:** 11:19AM **TO** 11:35AM

FOR ROADWAY: LOS ALAMITOS BOULEVARD

SPEED (MPH)	TOTAL VEHICLES SURVEYED NORTHBOUND+SOUTHBOUND	NB	SB	TOTAL VEHICLES	
65		0	0	0	
64		0	0	0	
63		0	0	0	
62		0	0	0	
61		0	0	0	
60		0	0	0	
59		0	0	0	
58		0	0	0	
57		0	0	0	
56		0	0	0	
55		0	0	0	
54		0	0	0	
53		0	0	0	
52		0	0	0	
51	X	0	1	1	
50	XX	2	0	2	
49	XX	1	1	2	
48	XX	1	1	2	
47	XXXX	2	2	4	
46	XXX	2	1	3	
45	XXXXX	0	5	5	
44	XXXXXXXXXX	2	8	10	
43	XXXXXXXXXXXXX	9	4	13	
42	XXXXXXXXXX	3	7	10	
41	XXXXXXXXXXXXXX	5	10	15	
40	XXXXXXXXXXXXX	4	10	14	
39	XXXXXXXXXXXXXXXXXXX	11	9	20	
38	XXXXXXXXXXXXXXX	10	6	16	
37	XXXXXXXXXXXXXXXXXXX	10	11	21	
36	XXXXXXXXXXXXXXX	9	7	16	
35	XXXXXXXXXXXXXXXX	8	10	18	*
34	XXXXXXXXXXXXXXXX	11	6	17	*
33	XXXXXXXXXXXXXXX	13	3	16	*
32	XXXXXXXXXXXXXX	7	8	15	PACE
31	XXXXXXXXXXXXXXX	12	4	16	
30	XXXXX	5	0	5	
29	X	0	1	1	
28		0	0	0	*
27		0	0	0	*
26		0	0	0	*
25		0	0	0	
24		0	0	0	
23		0	0	0	
22		0	0	0	
21		0	0	0	
20		0	0	0	
19		0	0	0	
18		0	0	0	
17		0	0	0	
16		0	0	0	
15		0	0	0	
		127	**115**	**242**	

LIMITS (BTN): FARQUHAR AVE TO BRADBURY RD

OBSERVATION POINT: ST. HEDWIG CATHOLIC SCHOOL PARKING LOT

POSTED SPEED LIMIT: 40 MPH

COMMENTS:

OBSERVER: CARLOS

WEATHER: PARTLY SUNN

ROAD SURFACE: DRY

ROAD CONDITION: FAIR

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	**42**	**44**	**43**	**M.P.H.**
50TH %:	36	39	37	M.P.H.
15TH %:	32	34	32	M.P.H.
10 MPH PACE:	30 - 39	35 - 44	31 - 40	M.P.H.
% IN PACE:	76%	71%	70%	
% OVER PACE:	24%	10%	28%	
% UNDER PACE:	0%	19%	2%	
ARITHMETIC MEAN:	37	39	38	M.P.H.
SAMPLE VARIANCE:	22	20	22	
STANDARD DEVIATION:	5	5	5	M.P.H.
VARIANCE OF THE MEAN:	0.18	0.18	0.09	
STD. ERROR OF THE MEAN:	0.42	0.42	0.30	M.P.H.

APPENDIX C
Survey Equipment

SURVEY EQUIPMENT USED

The radar equipment used by City Traffic Counters to collect speed measurements for this survey was a Stalker-II SDR Model Hand-Held Traffic Radar and a Stalker-ATR Model Hand-Held Traffic Radar both manufactured by Applied Concepts of Plano, Texas. The calibration of each unit was checked before each series of measurements were taken. Tests of the units were conducted in accordance with the manufacturer's specifications. The Stalker-II SDR Hand-Held Traffic Radar and Stalker-ATR Model Hand-Held Traffic Radar were last calibrated on January 15, 2019 by RHF Inc.

RHF Inc.
Radar Repair

TRAFFIC RADAR CERTIFICATION

TESTED TO NHTSA SPECIFICATIONS / IACP CRITICAL PERFORMANCE STANDARDS
(NHTSA) National Highway and Traffic Safety Administration.
(IACP) International Association of Chiefs of Police.

16202 Keats Circle
Westminster, Calif. 92683

R.H.F. is a certified independent testing and repair facility.

1	TEST ID	Date Received 1-15-19	Certification Number 73769						
2	DEVICE ID	Make **Applied Concepts**	Model **Stalker-ATR**	Type (1-IV) **III or IV**		Directional radar ☐ ☐ Yes ☑ No	Same direction ☐ Yes ☐ ☑ No		
		Counting unit S/N 71888	Antenna-1 S/N **N/A**			Antenna-2 S/N **N/A**			
3	§ 2.4 / § 5.4 TUNING FORK CALIBRATION	Low speed fork S/N 120341	Last date calib.	Freq. (Hz)	Speed (mph) 25	Measured (Hz) 2620		PASS	FAIL
		High speed fork S/N 227227	Last date calib.	Freq. (Hz)	Speed (mph) 40	Measured (Hz) 4179			
4	§ 2.5 / § 5.5 RADAR DEVICE TUNING FORK TESTS			Lo fork		High fork		PASS	FAIL
		Stationary mode	Fork speed (mph)	**25**		**40**			
			Disp. Speed (mph)	25		40			
		Moving mode Opposite Direction	TARGET SPEED (Hi fork – Lo fork)	Expected. (mph) **15**		Displayed. (mph) N/A			
		Moving mode Same Direction	TARGET SPEED Hi fork + Lo fork Ho fork - Lo fork	Expected. (mph) **N/A**		Displayed. (mph) **N/A**			
5	§ 2.6.1. / § 5.6.1 TRANSMISSION FREQUENCY STABILITY	Standard supply Voltage (V) **13.6 V**	Antenna 1 Freq. GHz 34.729			Antenna 2 Freq. GHz **N/A**		PASS	FAIL
		Standard supply Voltage – 20% (V) **10.8 V**	Antenna 1 Freq. GHz 34.729			Antenna 2 Freq. GHz **N/A**			
		Standard supply voltage + 20% (V) **16.3 V**	Antenna 1 Freq. GHz 34.729			Antenna 2 Freq. GHz **N/A**			
6	§ 2.6.5 / § 5.6.5 POWER DENSITY	Mfg. Spec. (max mW/cm) **≤ 4**	Antenna 1 Power (mW/cm) .55			Antenna 2 Power (mW/cm) **N/A**		PASS	FAIL
7	§ 2.8 / § 5.8 LOW VOLTAGE	Mfg. spec. (V) **≤ 10.8 V**	LVA activates (V) 6.9			LVA deactivates (V) 8.4		PASS	FAIL
8	§ 2.9.1 / § 5.9.1 DOPPLER AUDIO	A. Audio tone correlates with received Doppler signal ☐ ☑ Yes ☐ ☐ No						PASS	FAIL
		B. Functioning audio volume-adjustment control ☐ ☑ Yes ☐ ☐ No							
9	§ 2.12.4 / § 5.12.4 INTERNAL CIRCUIT	Mfg. Spec. **40 Test OK**	Test results 40 TEST OK					PASS	FAIL
10	§ 2.12.6.5 / § 5.12.6.5 DIRECTIONAL	A. Selects only targets moving towards radar ☐ ☐ Yes ☐ No ☐ ☑ N.A.						PASS	FAIL
		B. Selects only targets moving away from radar ☐ Yes ☐ ☐ No ☐ ☑ N.A.							
11	§ 2.12.7 / § 2.12.8 / 5.12.7 / 5.12.8 LOW AND HIGH SPEED DISPLAY TEST	Stationary mode: target channel (mph)	Low speed spec. **12**			Lo speed disp 12		PASS	FAIL
			Hi speed spec. **200**			Hi speed disp. 200			
		Moving Mode target channel (mph)	Low speed spec. **15**			Lo speed disp. N/A			
			Hi speed spec. **200(C)**			Hi speed disp. N/A			
		Moving Mode: patrol channel (mph)	Low speed spec. **5**			Lo speed disp. N/A			
			Hi speed spec. **70**			Hi speed disp. N/A			
12	§ 2.13 / § 5.13 RFI TEST							PASS	FAIL
13	LABORATORY COMMENTS								
14	NHTSA/IACP CERTIFICATION	***This radar device meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration. California Vehicle Code Section 40802*** ☑ **PASS** ☐ **FAIL**							
		Certified by: Fred Bauman **Date:** 1-15-19							
15	INVENTORY	☐ ☐ Fork Cert ☐ ☐ Manual ☐ ☐ 2nd Ant. ☐ ☐ Remote ☐ ☐ Bat. ☐ ☐ Carrying Case ☐ Other: (please list)							

RHF Inc.
Radar Repair

16202 Keats Circle
Westminster, Calif. 92683

TRAFFIC RADAR CERTIFICATION

TESTED TO NHTSA SPECIFICATIONS / IACP CRITICAL PERFORMANCE STANDARDS
(NHTSA) National Highway and Traffic Safety Administration.
(IACP) International Association of Chiefs of Police.

R.H.F. is a certified independent testing and repair facility.

1	TEST ID	Date Received 1-15-19	Certification Number 73770						
2	DEVICE ID	Make **Applied Concepts**	Model **Stalker-II** (SDR) or MDR	Type (1-IV) III or IV	Directional radar ☑ Yes ☐ No	Same direction ☐ Yes ☑ No			
		Counting unit S/N A5002077	Antenna-1 S/N **N/A**		Antenna-2 S/N **N/A**				
3	§ 2.4 / § 5.4 TUNING FORK CALIBRATION	Low speed fork S/N	Last date calib.	Freq. (Hz)	Speed (mph)	Measured (Hz)	(PASS)	FAIL	
		High speed fork S/N 303112	Last date calib.	Freq. (Hz)	Speed (mph) 40	Measured (Hz) 4169			
4	§ 2.5 / § 5.5 RADAR DEVICE TUNING FORK TESTS			Lo fork	High fork		(PASS)	FAIL	
		Stationary mode	Fork speed (mph)	**25**	**40**				
			Disp. Speed (mph)	25	40				
		Moving mode Opposite Direction	TARGET SPEED (Hi fork – Lo fork)	Expected. (mph) **15**	Displayed. (mph) N/A				
		Moving mode Same Direction	TARGET SPEED Hi fork + Lo fork Ho fork - Lo fork	Expected. (mph) **65** **15**	Displayed. (mph) N/A				
5	§ 2.6.1. / § 5.6.1 TRANSMISSION FREQUENCY STABILITY	Standard supply Voltage (V) **13.6 V**	Antenna 1 Freq. GHz 34.747	Antenna 2 Freq. GHz **N/A**			(PASS)	FAIL	
		Standard supply Voltage – 20% (V) **10.8 V**	Antenna 1 Freq. GHz 34.747	Antenna 2 Freq. GHz **N/A**					
		Standard supply voltage + 20% (V) **16.3 V**	Antenna 1 Freq. GHz 34.747	Antenna 2 Freq. GHz **N/A**					
6	§ 2.6.5 / § 5.6.5 POWER DENSITY	Mfg. Spec. (max mW/cm) ≤ **2**	Antenna 1 Power (mW/cm) .87	Antenna 2 Power (mW/cm) **N/A**			(PASS)	FAIL	
7	§ 2.8 / § 5.8 LOW VOLTAGE	Mfg. spec. (V) ≤ **7 V**	LVA activates (V) 5.8	LVA deactivates (V) 6.1			(PASS)	FAIL	
8	§ 2.9.1 / § 5.9.1 DOPPLER AUDIO	A. Audio tone correlates with received Doppler signal ☑ Yes ☐ No					(PASS)	FAIL	
		B. Functioning audio volume-adjustment control ☑ Yes ☐ No							
9	§ 2.12.4 / § 5.12.4 INTERNAL CIRCUIT	Mfg. Spec. **PASS**	Test results PASS				(PASS)	FAIL	
10	§ 2.12.6.5 / § 5.12.6.5 DIRECTIONAL	A. Selects only targets moving towards radar ☑ Yes ☐ No ☐ N.A.					(PASS)	FAIL	
		B. Selects only targets moving away from radar ☑ Yes ☐ No ☐ N.A.							
11	§ 2.12.7 / § 2.12.8 / 5.12.7 / 5.12.8 LOW AND HIGH SPEED DISPLAY TEST	Stationary mode: target channel (mph)	Low speed spec. **12**	Lo speed disp 12			(PASS)	FAIL	
			Hi speed spec. **200**	Hi speed disp. 200					
		Moving Mode target channel (mph)	Low speed spec. **20**	Lo speed disp. N/A					
			Hi speed spec. **200(C)**	Hi speed disp. N/A					
		Moving Mode: patrol channel (mph)	Low speed spec. **15**	Lo speed disp. N/A					
			Hi speed spec. **79**	Hi speed disp. N/A					
12	§ 2.13 / § 5.13 RFI TEST						(PASS)	FAIL	
13	LABORATORY COMMENTS								
14	NHTSA/IACP CERTIFICATION	***This radar device meets or exceeds the minimal operational standards of the National Traffic Highway Safety Administration. California Vehicle Code Section 40802*** ☑ **PASS** ☐ **FAIL**							
		Certified by: Fred Bauman **Date:** 1-15-19							
15	INVENTORY	☐ Fork Cert ☐ Manual ☐ 2nd Ant. ☐ Remote ☐ Bat. ☐ Carrying Case ☐ Other: (please list)							

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